

Orlando Griego©  
C/O; POB 80634  
Las Vegas, Nevada  
[89180] non-domestic

**AFFIDAVIT**  
**NOTICE: BILL OF SALE**

**From: Orlando Griego**  
**Mail to: C/O: POB 80634**  
**Las Vegas, Nevada [89180] non-domestic**



0137586

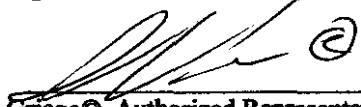
**To: LEOTA, LLC**  
**Edgardo A. Gonzales, Attorney at Law**  
**Gonzalez Torres Gonzalez Attorneys & Counselors at Law**  
**Suite 505 Banco Popular Building**  
**San Juan, Puerto Rico 00901-1801**


**RE: Parcel number: 138-34-812-057**  
**Assessor description: Charleston & Rainbow Unit #01**  
**Plate Book 10 Page 61 Lot 24 Block 1**  
**Owner: Orlando Griego**  
**(Deceased January 21, 2002 Clark County Certificate of Death # 212428 : Maria M. Griego)**

To whom it may concern:

I, Orlando Griego©, a windowed man, have sold the above real property as my personal property/ a legal security for the sum certain being One Dollar ( \$1.00 United States Currency) plus other valuable considerations to the highest international bidder. The "Bill of Sale" is issued today; September 27, 2010 and delivered to the purchaser; LEOTA, LLC©; operating within International Commerce under Admiralty; under LAW MERCHANT LAW rules and by way of this BILL OF SALE. There is no reason to contact me further in the matter of the above real property as; LEOTA, LLC© is the legal and only owner of the above listed/described real property.  
*The new owner is, LEOTA, LLC© an International Limited Liability Corporation located in Puerto Rico.*  
*C/O: Edgardo A. Gonzales, ESQ. Gonzales, Torres, Gonzales San Juan, Puerto Rico*

I, Orlando Griego©, certify on my own commercial liability that I have read the above and I have grounds and do know that it is true, correct, and complete, and not misleading, the truth, the whole truth, and nothing but the truth.

  
Orlando Griego©, Authorized Representative  
c/o: POB 80634  
Las Vegas, Nevada  
[89180] non-domestic

WITNESS: Dr. Sherry LeRoux© 

Dated: September 27, 2010

WITNESS: Kelly Allen Zeh© 

Dated: September 27, 2010



WITNESS: Dennis E. Giroud *Dennis E. Giroud* Dated: September 27, 2010

*Orlando Griego*  
 Orlando Griego, Authorized Representative  
 c/o: POB 80634  
 Las Vegas, Nevada  
 [89180] non-domestic

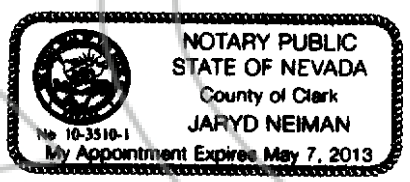
JURAT

STATE OF NEVADA )  
 ) SS  
 COUNTY OF CLARK )

Under oath and swears on this date, January 13, 2011, Orlando Griego, appearing in his true character, who's identity I verified with a valid Nevada Drivers License, appeared before me, a notary public residing in Clark county, Nevada state and attested to the truth of this affidavit with his oath and autograph.

*Jaryd Neiman*  
 NOTARY PUBLIC

Seal:



Notary Public: Print name Jaryd Neiman

Notary Address: \_\_\_\_\_  
 \_\_\_\_\_

THE UPS STORE #3246  
 7500 W. LAKE MEAD BLVD #9  
 LAS VEGAS, NV 89128



DECEASED - NAME First Middle Last 1. <b>Maria M. GRIEGO</b>		DATE OF DEATH (Month, Day, Year) 2. <b>January 21, 2002</b>		STATE FILE NUMBER 3a. <b>Clark</b>
CITY, TOWN OR LOCATION OF DEATH 2b. <b>Las Vegas</b>		HOSPITAL OR OTHER INSTITUTION - Name (if not other, give street and number) 3c. <b>Mountainview Hospital</b>		SEX 4. <b>Female</b>
RACE - (e.g. White, Black, American Indian, etc.) (Specify if Hispanic or Latino) 5. <b>White</b>		AGE - Last Birthday (Years) 7a. <b>52</b>		DATE OF BIRTH (Mo., Day, Yr.) 6. <b>Sep 13, 1949</b>
STATE OF BIRTH (If not U.S., name country) 8a. <b>MEXICO</b>		CITIZEN OF WHAT COUNTRY 9a. <b>U.S.A.</b>		EDUCATION - Highest grade completed 10. <b>12</b>
SOCIAL SECURITY NUMBER 11.		USUAL OCCUPATION (Give kind of work done during most of working life, (omit if Retired)) 13a. <b>Nursery Technician / Intern</b>		KIND OF BUSINESS OR INDUSTRY 13b. <b>Hospital</b>
RESIDENCE - STATE 12a. <b>Nevada</b>		COUNTY 12b. <b>Clark</b>	CITY, TOWN, OR LOCATION 12c. <b>Las Vegas</b>	STREET AND NUMBER 12d. <b>4996 Lesta Ct.</b>
FATHER - NAME First Middle Last 14. <b>Jenancio Morales</b>		MOTHER - MARRIAGE NAME First Middle Last 17. <b>Caroline Salas</b>		
REGISTERED - NAME (Type or Print) 15a. <b>April M. Buck - Daughter</b>		MAILING ADDRESS (Street or R.F.D. No., City or Town, State, Zip) 15b. <b>4996 Lesta Court, Las Vegas, Nevada 89103</b>		
BURIAL, CREMATION, RESERVAL, OTHER (Specify) 16a. <b>Burial</b>		CEMETERY OR CREMATORIUM - NAME 16b. <b>Pain Valley View Cemetery</b>		LOCATION - City or Town State 16c. <b>Las Vegas, Nevada</b>
FURNACE, CREMATION, CREMATORIUM (Specify) 16d. <b>Funerary</b>		FURNACE OR CREMATORIUM LICENSE NUMBER 16e. <b>50</b>		NAME AND ADDRESS OF FACILITY 16f. <b>Funerary - Eastern 700 S. Eastern Ave., Las Vegas, Nevada 89123</b>
21a. To be filled in by undertaker, death occurred at the time, date and place and due to the coroner's report.		21b. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) and manner stated.		
SIGNATURE AND TITLE 21a. <i>[Signature]</i> DATE SIGNED (Mo., Day, Yr.) 21a. <b>1/23/02</b>		SIGNATURE AND TITLE 21b. <i>[Signature]</i> DATE SIGNED (Mo., Day, Yr.) 21b. <b>9:25 AM</b>		
NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print) 21c. <b>Madeline Hunt MD 2309 N. Decatur Las Vegas Nevada 89102</b>		LICENSURE NUMBER 21d. <b>5210</b>		
CERTIFIER 22a. <i>[Signature]</i>		DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.) 22b. <b>JAN 24 2002</b>		DEATH DUE TO COMMUNICABLE DISEASE 22c. YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
25. IMMEDIATE CAUSE (When only one cause for one part, use (a)) PART 1: <b>Respiratory failure due to COPD</b>				Internal between chest and death
PART 2: <b>Multifactorial failure</b>				Internal between chest and death
PART 3: <b>Cardiovascular accident</b>				Internal between chest and death
PART 4: OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not resulting in the underlying cause given in Part 1				
AGE, SEX, RACE, HONORABLE, UNDET. OR FURNACE NUMBER 23a. <b>52 F W</b>		DATE OF INJURY (Mo., Day, Yr.) 23b.	HOUR OF INJURY 23c.	DESCRIBE HOW INJURY OCCURRED 23d.
PLACE OF BIRTH - (If home, farm, street, factory, office building, etc.) (Specify) 24a.		LOCATION 24b.	STREET OR R.F.D. No. 24c.	CITY OR TOWN STATE 24d.

STATE REGISTRAR No. 212428

"CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE WITH THE REGISTRAR OF VITAL STATISTICS, STATE OF NEVADA." This copy was issued by the Clark County Health District from State certified documents as authorized by the State Board of Health pursuant to NRS 440.175.

NOT VALID WITHOUT THE RAISED SEAL OF THE CLARK COUNTY HEALTH DISTRICT

DONALD S. KWALICK, MD, M.P.H.  
 Registrar of Vital Statistics  
 By: *[Signature]*  
 Date Issued:

CLARK COUNTY HEALTH DISTRICT  
 625 Shadow Lane P.O. Box 3902  
 Las Vegas, Nevada 89127  
 702-383-1223  
 Tax ID# 88-0151573

4418



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GENERAL INFORMATION

PARCEL NO. 138-34-812-057  
OWNER AND MAILING ADDRESS GRIEGO ORLANDO & MARIA  
1996 LETA CT  
LAS VEGAS NV 89103-2472

LOCATION ADDRESS 916 ROCKAWAY ST  
CITY/UNINCORPORATED TOWN LAS VEGAS  
ASSESSOR DESCRIPTION CHARLESTON RAINBOW UNIT #01  
PLAT BOOK 10 PAGE 61  
LOT 24 BLOCK 1

RECORDED DOCUMENT NO. SEC 34 TWP 20 RNG 60  
\* 19980910:01349  
RECORDED DATE 09/10/1998  
VESTING JOINT TENANCY

\*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE

TAX DISTRICT 200  
APPRAISAL YEAR 2010  
FISCAL YEAR 10-11  
SUPPLEMENTAL IMPROVEMENT VALUE 0  
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER N/A

REAL PROPERTY ASSESSED VALUE

FISCAL YEAR	2010-11	2011-12
LAND	8050	8750
IMPROVEMENTS	16079	15213
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	24129	23963
TAXABLE LAND+IMP (SUBTOTAL)	68940	68466
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	24129	23963
TOTAL TAXABLE VALUE	68940	68466

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION

ESTIMATED SIZE 0.15 Acres  
ORIGINAL CONST. YEAR 1966  
LAST SALE PRICE 38500  
MONTH/YEAR 06/76  
LAND USE 1-10 RESIDENTIAL SINGLE FAMILY  
DWELLING UNITS 1

PRIMARY RESIDENTIAL STRUCTURE

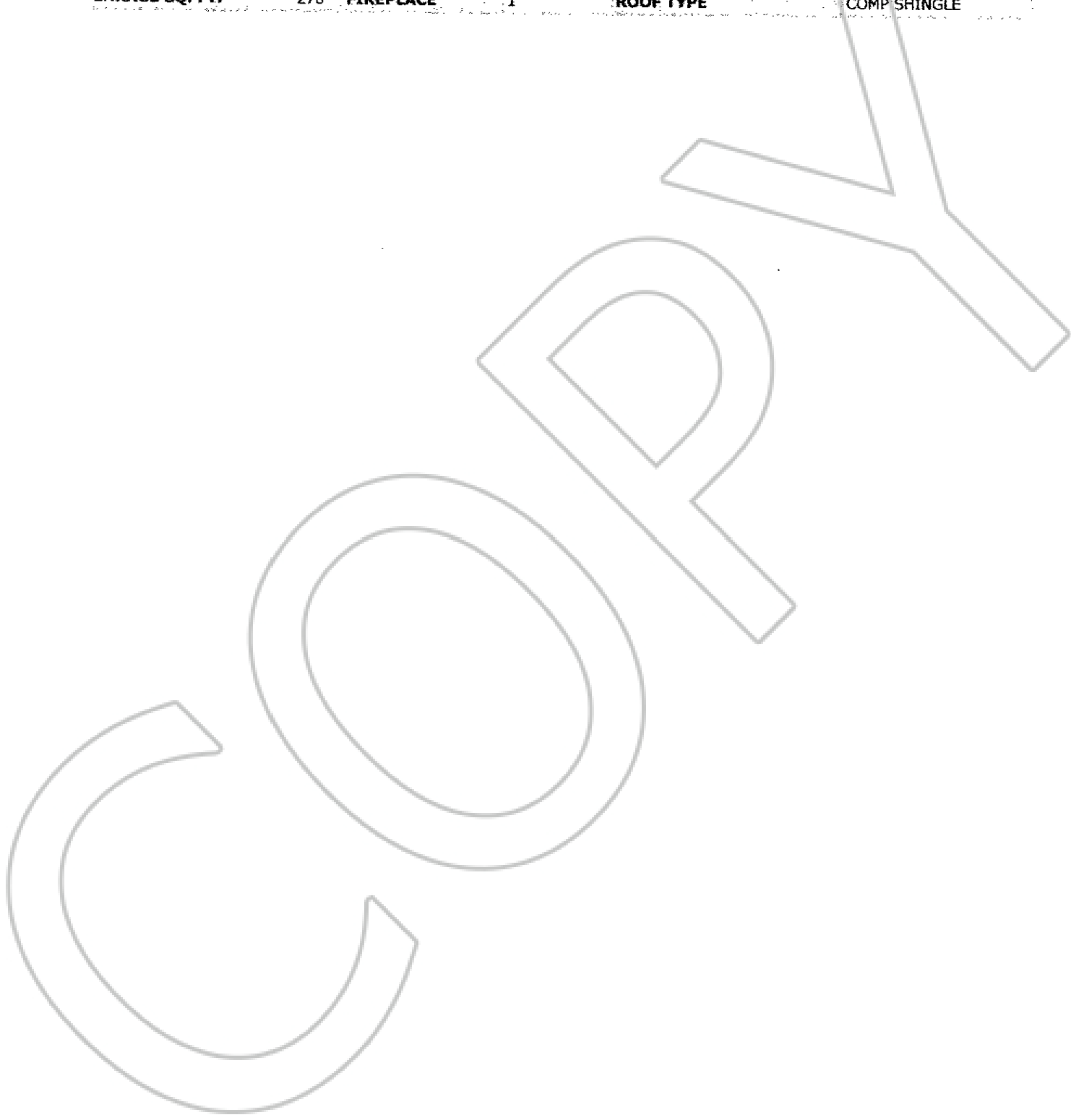


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TOTAL LIVING SQ. FT.	1614	CARPORT SQ. FT.	0	ADDN/CONV	NONE
1ST FLOOR SQ. FT.	598	STORIES	SPLIT LEVEL	POOL	NO
2ND FLOOR SQ. FT.	1016	BEDROOMS	4	SPA	NO
BASEMENT SQ. FT.	0	BATHROOMS	2 FULL	TYPE OF CONSTRUCTION	FRAME SIDING/SHGLE
GARAGE SQ. FT.	278	FIREPLACE	1	ROOF TYPE	COMP SHINGLE





Commonwealth of Puerto Rico  
**DEPARTMENT OF STATE**  
San Juan, Puerto Rico

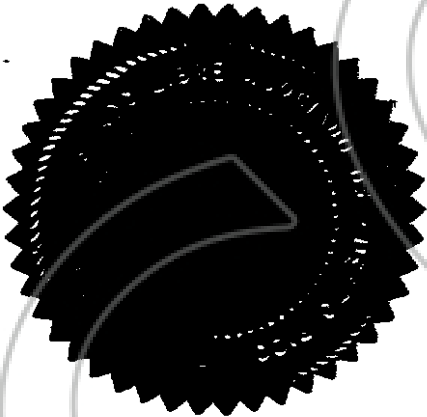
**CERTIFICATE OF ORGANIZATION**

I, **KENNETH D. McCLINTOCK**, Secretary of State of the Commonwealth of Puerto Rico;

**CERTIFY:** That "**LEOTA, LLC**", register number **2554**, is a Limited Liability Company, organized under the laws of Puerto Rico, since **September 10, 2010** at **11:12 AM**.



**IN WITNESS WHEREOF**, the undersigned by virtue of the authority vested by law, hereby issues this certificate and affixes the Great Seal of the Commonwealth of Puerto Rico, in the City of San Juan today, September 13, 2010.



*Kenneth D. McClintock*  
**KENNETH D. McCLINTOCK**  
Secretary of State



SECRETADO  
DE REGISTRO Y DOCUMENTOS  
SAN JUAN  
2010 SEP 10 AM 11:12

**Government of Puerto Rico  
Department of State**

**Certificate of Formation of a Limited Liability Company**

**ARTICLE I**

The name of the Limited Liability Company is LEOTA, LLC.

**ARTICLE II**

The street and mailing address of the main office of business in the Commonwealth of Puerto Rico will be located at Urb. Industrial Luchetti Carretera 28 Ave. Central Juanita Bayamón, PR 00961. The mailing address is PMB 174, Ave. Esmeralda #53 Guaynabo, PR 00969-4429.

The Resident Agent in charge of said office is Puerto Rico UCC & Documents Services, Inc.

**ARTICLE III**

The nature of the business or purpose of the company are this limited liability company is to engage in any lawful activity for which limited liability companies may be organized under the and carry out by the General Corporation Law of Puerto Rico of 2009.

**ARTICLE IV**

The name and street and mailing address of the person authorized to register the Certificate of Formation is, Rosi Martinez, PMB 174, Ave. Esmeralda #53 Guaynabo, PR 00969-4429. The office will be located at Urb. Industrial Luchetti Carretera 28 Ave. Central Juanita Bayamón, PR 00961.

**ARTICLE V**

The faculties of the authorized person to register the Certificate of Organization will not cease after the filing of this document.

**ARTICLE VI**


The term of existence of the limited liability company will be perpetual.



**ARTICLE VII**

**The day on which the limited liability company will be effective is the filing date.**

**IN WITNESS WHEREOF, I, Rosi Martinez, the undersigned being the authorized person hereinbefore named, for the purpose of forming a limited liability company pursuant to the General Corporation Law of Puerto Rico of 2009, hereby swear that the facts herein stated are true, this 10th day of September 2010.**

  
Authorized Person  
*Rosi Martinez*







**AFFIDAVIT      Date: September 02, 2010**

**NOTICE: CEASE & DESIST  
NOTICE: NEW ASSIGNMENT, TRUSTEE, BENEFICIARY  
NOTICE: PUBLIC NOTICE**

**FROM: Orlando Griego  
C/O: SPURRIN' L, LLC *an International LLC*  
POB 80634  
Las Vegas, Nevada [89180] *non-domestic***

**TO: PE Evans, CFO & ER Buckley, CEO d/b/a a/k/a BNC Mortgage, Inc.  
John Lundy, CFO & Michael Nyman, CEO d/b/a a/k/a BNC Mortgage, Inc.  
Headquarters: 1901 Main Street      and mailed to: 8687 Melrose Avenue 8th Floor  
Irvine, California 92614      Los Angeles, California 90069**

**Stephan Swad, CFO d/b/a a/k/a Fannie Mae a/k/a d/b/a Federal Home Loan Mortgage Corporation  
Fannie Mae Headquarters  
3900 Wisconsin Avenue  
NW Washington, DC 20016 United States**

**Charles "Ed" Haldeman, CEO d/b/a a/k/a Freddie Mac a/k/a d/b/a Federal Home Loan Mortgage Corporation  
8200 James Branch Drive  
McLean, Virginia 22102-3110**

**Glenn J Mouridy, CFO d/b/a a/k/a CHASE HOME FINANCE  
Headquarters: 343 Thormail Street Suite 7      and mailed to: POB 78420  
Edison, New Jersey 08837      Phoenix, Arizona 85062-8420**

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. a/k/a d/b/a "MERS"  
P.O. BOX 2026  
FLINT, MI 48501-2026**

**RE: Legal description: LOT TEN (10) IN BLOCK ONE (1) OF VALLEY WEST VII, PHASE III, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 23 OF PLATS, PAGE 28, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.**

**Real Property also known as: 4996 Leota Court Las Vegas, Nevada [89103] non-domestic near 89103 USA d/b/a a/k/s United States of America Corporation, a Delaware & a Puerto Rico Corporation(s).**

**AFFIDAVIT****TRUST DEED and REAL PROPERTY ASSIGNMENT****NOTICE: New Trustee and Beneficiary****September 02, 2010****By/for:GRANTOR(S)/TRUSTOR(S)/TRUSTEE(S)/BENEFICIARY(S)**

FOR VALUABLE CONSIDERATION, the TRUSTOR(S)/TRUSTEE(S)/BENEFICIARY(S), receipt to which is hereby acknowledged: the TRUSTOR(S) does/do hereby REMISE, RELEASE, GRANT, AND FOREVER QUITCLAIM to: **Orlando Griego©**

**Legal description: LOT TEN (10) IN BLOCK ONE (1) OF VALLEY WEST VII, PHASE III, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 23 OF PLATS, PAGE 28, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.**

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the real property , which lies within the land boundaries for the existing lands commonly known as the United States of America (USA/US/THE US CORP)described above.

**See also Exhibit "A" attached hereto, as this QUITCLAIM DEED evidences the sole purpose for Notice: Change in Trustee and Beneficiary appointments ONLY.**



**ATTACHMENT/EXHIBIT "A"**

**GRANTOR(S)/TRUSTOR(S): DECLARATION(S)**

**Effective immediately**, the undersigned Trustor(s)/grantor(s); forevermore removes/releases/discharges all: "Trustee(s), Successor Trustee(s), Substituted Trustee, Agent(s), Servicer(s), Assign(s), Transfer(s), known and unknown", including; you the alleged original lender a/k/a d/b/a John Doe(s) &/or Jane Doe(s) corporations 1 through 1000 unknown and unknown including, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") P.O. BOX 2026, FLINT, MI 48501-2026 existing under the laws of Delaware, and; thereby removing and terminating the same *ab initio* from any/all duties and forever barring/estoppel the aforesaid from any further appointments or assignments originally granted or contained within the Deeds of Trusts concerned herein.

1. **Effective immediately**, the undersigned Trustor(s)/Grantor(s) forever Revokes/Cancel/Voids/Rescinds *ab initio* any/all duties, appointments, or assignments originally granted by Revocation: *Power of Attorney*, Authority, or otherwise granted/granting, and/or signs/signatures, assigned/assigning to any party(s) including the alleged lender and successors, known and unknown including but not limited to you, but also any/all d/b/a John Doe(s) &/or Jane Doe(s) corporations 1 through 1000 unknown, including any/all XYZ Corporations including MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") P.O. BOX 2026, FLINT, MI 48501. Thereby removing and terminating *ab initio* the same from any/all duties and forever barring/estoppel the aforesaid of any further appointments of any/all "TRUSTEE(S)", "SUCCESSOR TRUSTEE(S)", "SUBSTITUTES", or "BENEFICIARY(S)".

**LET IT BE KNOWN**

All above named "Trustee, Successor Trustee(s), Beneficiary(s)", or Assigns, Substitutes, known or unknown in clauses 1 and 2 above, are hereby directed to immediately **CEASE** and **DESIS** any further actions through said appointments/assignments granted in or from Record. **ANY** such continued or further action by **ANY/ALL** the above named parties will result in legal actions against them/with possible actions resulting in an International Commercial Lien.

**Be it further known**, GRANTOR(S)/TRUSTOR(S): do hereby QUITCLAIM all aforementioned duty(s) and benefit(s) of "Trustee" and "Beneficiary" regarding original Deed of Trust Record and to act as; Trustors, Trustees, Beneficiaries forevermore.

**AFFIDAVIT Date: September 02, 2010**

**NOTICE: CEASE & DESIST**

**NOTICE: NEW ASSIGNMENT, TRUSTEE, BENEFICIARY**

**NOTICE: PUBLIC NOTICE**

**FROM: Orlando Griego**

**C/O: SPURRIN' L, LLC an International LLC**

**POB 80634**

**Las Vegas, Nevada [89180] non-domestic**

**TO: PE Evans, CFO & ER Buckley, CEO d/b/a a/k/a BNC Mortgage, Inc.**

**John Lundy, CFO & Michael Nyman, CEO d/b/a a/k/a BNC Mortgage, Inc.**

**Headquarters: 1901 Main Street and mailed to: 8687 Melrose Avenue 8th Floor  
Irvine, California 92614 Los Angeles, California 90069**

**Stephan Swad, CFO d/b/a a/k/a Fannie Mae a/k/a d/b/a Federal Home Loan Mortgage Corporation**

**Fannie Mae Headquarters**

**3900 Wisconsin Avenue**

**NW Washington, DC 20016 United States**

**Charles "Ed" Haldeman, CEO d/b/a a/k/a Freddie Mac a/k/a d/b/a Federal Home Loan Mortgage Corporation**

**8200 James Branch Drive**

**McLean, Virginia 22102-3110**

**Glenn J Mouridy, CFO d/b/a a/k/a CHASE HOME FINANCE**

**Headquarters: 343 Thornhill Street Suite 7 and mailed to: POB 78420**

**Edison, New Jersey 08837**

**Phoenix, Arizona 85062-8420**

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. a/k/a d/b/a "MERS"**

**P.O. BOX 2026**

**FLINT, MI 48501-2026**

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**AFFIDAVIT**

**TRUST DEED and REAL PROPERTY ASSIGNMENT**

**NOTICE: New Trustee and Beneficiary**

**September 02, 2010**

**By/for:GRANTOR(S)/TRUSTOR(S)/TRUSTEE(S)/BENEFICIARY(S)**

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1. **Effective immediately**, the undersigned Trustor(s)/Grantor(s) forever Revokes/Cancel/Voids/Rescinds **ab initio** any/all duties, appointments, or assignments originally granted by Revocation: *Power of Attorney*, Authority, or otherwise granted/granting, and/or signs/signatures, assigned/assigning to any party(s) including the alleged lender and successors, known and unknown including but not limited to you, but also any/all d/b/a John Doe(s) &/or Jane Doe(s) corporations 1 through 1000 unknown, including any/all XYZ Corporations including MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") P.O. BOX 2026, FLINT, MI 48501. Thereby removing and terminating **ab initio** the same from any/all duties and forever barring/estoppel the aforesaid of any further appointments of any/all "TRUSTEE(S)", "SUCCESSOR TRUSTEE(S)", "SUBSTITUTES", or "BENEFICIARY(S)".

**LET IT BE KNOWN**

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**APOSTILLE**

*(Convention de la Haye du 5 octobre 1961)*

1. Country: *United States of America*  
This public document  
El presente documento público

2. has been signed by **EDGARDO A. GONZALEZ**  
ha sido firmado por

3. acting in the capacity of **Notary Public**  
quien actúa en calidad de

4. and bears the seal/stamp of **Said Notary**  
y está revestido del sello/timbre de

**CERTIFIED**  
*certificado*

5. at **San Juan, Puerto Rico** 6. on **September 2, 2010**  
en a

7. by **Director, Certifications and Regulations Division of the Department**  
por **of State of the Commonwealth of Puerto Rico**

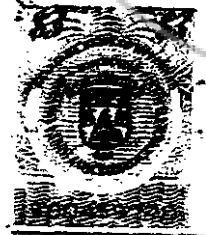
a. No. **15033**  
bajo el número

Correct Certify:  
  
\_\_\_\_\_  
Officer Authorized

  
\_\_\_\_\_  
Firma

8. Seal/Stamp  
Sello

10. Signature:  
Firma



ALL RIGHTS AND REMEDIES RESERVED  
September 02, 2010 Orlando Griego Postmaster  
POSTMASTER





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**Under the Convention de la Hague, I am the Holder in Due Course of all documents contained within this package; thus I certify these copies of the same and it is held true in the international community.**

COPY

**ALL RIGHTS AND REMEDIES RESERVED**  
September 02, 2010 Orlando Griego © Postmaster  
POSTMASTER

This document is subject to the provisions of the Convention de la Hague of 1985, which governs the transfer of property in movable goods.  
Orlando Griego  
Date: 09/02/10







**NOTARY ACKNOWLEDGEMENT**

SAN JUAN, PUERTO RICO, this 1 day in September in the year of our Lord 2010.

Comes before me Orlando Griego, who is of legal age, a widower, a child created by God and claiming residence by Her Majesty the Queen Elizabeth II; also known as: Las Vegas, Nevada non-domestic claimed by the United States a/k/a d/b/a US A a/k/a d/b/a USA Corporation, a/k/a/ d/b/a US of A Corporation(s) a Delaware and a Puerto Rico Corporation(s) on business in San Juan, Puerto Rico-who attest that he executed this document titled: AFFIDAVIT Public and Private Notice.

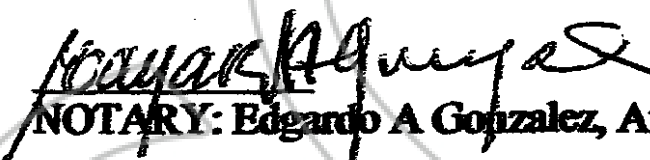
  
Orlando Griego



AFFIDAVIT No.: 5123

Subscribed and recognized by Orlando Griego of the above mentioned circumstance, identified by his United States of America passport number: 

In San Juan, Puerto Rico, this 1 day in September, in the year of our Lord 2010.

  
NOTARY: Edgardo A Gonzalez, Attorney at Law



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# AFFIDAVIT

**THIS DOCUMENT IS ENTERED INTO BOTH INTERNATIONAL COMMERCE and/or THE US CORP/ US/USA/US OF A/UNITED STATES FEDERAL GOVERNMENT/UNITED STATES CORPORATION/ UNITED STATES OF AMERICA/UNITED STATES OF AMERICA CORPORATION AND ANY/ALL OTHER KNOWN &/OR UNKNOWN ENTITIES OPERATING WITHIN/OUTSIDE THE CORPORATION, INTERNATIONAL BOUNDARIES, INTERNATIONAL WATERS ALONG WITH ANY/ALL JOHN DOES AND JANE DOES 1-100,000 ARE NOTARIZED CERTIFIED/APOSTILLE CONTAINS;**

1. NOTICE: COPYRIGHT OWNERSHIP
2. SIGNATURE REVOCATION
3. RIGHT TO CANCEL
4. IMMEDIATE IRREVOCABLE REVOCATION: POWER OF ATTORNEY
5. DISPUTE FOR DEBT/REQUEST FOR DEBT VALIDATION
6. FIOA REQUEST
7. RIGHT OF RESCISSION
8. NOTICE TO CEASE AND DESIST
9. REMOVAL OF TRUSTEE/S AND BENEFICIARY/S
10. NOTICE TO: SETTLE ALL ACCOUNT/S and CLEAR ALL CREDIT REPORT(S)
11. NOTICE: FULL RECONVEYANCE
12. ASSIGNMENT: NEW TRUSTEE/S and ASSIGNMENT FOR NEW BENEFICIARY/S
13. NOTICE: DEED OF RELEASE
14. REVISED: DEED OF TRUST &/or REVISED: MORTGAGE &/or REVISED: GRANT DEED
15. NOTICE: PUBLIC FILING &/or NOTICE: PUBLIC NOTICE
16. DECLARATION OWNERSHIP
17. NOTICE NEW: TRUST DEED
18. NOTICE NEW: QUITCLAIM DEED
19. NOTICE: MASTER TENANCY AGREEMENT

**PUBLIC NOTICE INVOLVED IN THE ABOVE ACTIONS HAS BEEN SENT BY "NOTARY PRESENTMENT".**

**NOTARY HAS/WILL ISSUE NOTARY NON-RESPONSE &/OR NOTARY PROTEST TO ANY/ALL UNANSWERED, DISHONORABLE ACTIONS AFTER THE SEVEN DAY GRACE PERIOD.**

**THERE IS NO INTENTION ON MY/OUR PART TO RECONTRACT WITH ANY PURPORTED LENDER OR TO CONTINUE IN THE CHARLATAN SCHEME KNOWN AS BANKING FRAUD COMMITTED BY THE PRIVATE BANKING INDUSTRY. All Rights Reserved:** 

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# NOTICE OF COPYRIGHT

Let it be hereby known, that the name of ORLANDO GRIEGO and any deviation thereto, are hereby the copyright property of the Commercial Lien holder, Orlando Griego, which is in compliance with the Commercial Security Agreement a Private matter dated August 18, 2008.

The Commercial Security Agreement may also be found in the Public location at the Clark County Recorder's Office Number: 20080919-0003124 dated September 19, 2008.

All infringements, use of the name of ORLANDO GRIEGO and any other forms; thereto meaning and/or identifying the name, property, claims, in any manner, in any form, for any use what so ever will be considered an copyright infringement and/or trespass of this copyright.

Any such form of copyright infringement / trespass will be fined accordingly, or whatever the case may be to recover the injury to the name of ORLANDO GRIEGO to the copyright owner Orlando Griego, A.R., Creditor.

The assessed fee for infringement upon this copyright is the sum in US Dollars of \$2,000,000.00 per use of the name in any form. If the copyright injury is not paid within 7 days of the injury, the fine for this copyright will increase to 4X the assessed fine of \$2,000,000.00 per use (Two Million US Dollars) to \$8,000,000.00 (Eight Million US Dollars) per use, plus interest of 10% compounded daily.

**ORLANDO GRIEGO**  
ORLANDO GRIEGO, debtor  
August 18, 2008

  
Orlando Griego, A.R., Creditor  
August 18, 2008

**Repealed Certificate Copy**

Requestor:

O GRIEGO

05/06/2009 12:58:50 T20080158153

Book/Instr: 20080506-0002556

Notice Page Count: 1

Fees: \$14.00 N/C Fee: \$8.00

Debbie Conroy  
Clark County Recorder

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# AFFIDAVIT

**NOTICE: Private and Public Notice**

**August 26, 2010**

**RE: Trustor/Grantor/Scriber/aka borrower:**

**Orlando Griego©**

**Mail to: 4996 Leota Court**

**Las Vegas, Nevada [89103] non-domestic**

**Property lender/Trustee/Assignment/banker/financer:**

**BNC MORTGAGE, INC., A DELAWARE CORPORATION**

**a/k/a BNCCORP, INC a/k/a Bnc Mortgage Inc is a HUD-approved lender (US Department of Housing and Urban Development) a/k/a Lehman Brothers a/k/a DIVERSIFIED Real Estate Investment Trusts (REITs) - RealtyStocks Diversified REITs provides information about real estate investment trusts specializing in mixed or multiple property types.**

**NEVADA-Single Family-Fannie Mae/Freddie Mac UNIFORM**

**INSTRUMENT WITH MERS a/k/a d/b/a Single-Family Uniform Instruments - Security Instruments - Freddie Mac**

**The Uniform Instruments provided below are the Fannie Mae/Freddie Mac Security ... Fannie Mae/Freddie Mac and Freddie Mac Single-Family Uniform Instruments whenever ... Form 3029: Nevada Deed of Trust · Form 3030: New Hampshire Mortgage**

**Chairman, Chief Executive Officer & Secy E.R. BUCKLEY**

**President K.W. MONAHAN**

**VP & Chief Financial Officer P.E. EVANS**

- CEO: Steven (Steve) Skolnik
- SVP and CFO: Don D'Ambrosio
- SVP and CIO: Brian Leimbach

**Contact Information**

**Address:** 1901 Main St  
Irvine, CA 92614

**Phone:** 949-260-6000

**Fax:** 949-260-6035





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**Headquarters: BNC MORTGAGE, INC., A DELAWARE CORPORATION**  
**C/O:1063MCGAWAVENUE**  
**IRVINE, CALIFORNIA 92614-5532**

**FANNIE MAE**  
**chief financial officer, Stephen Swad**  
**Fannie Mae Headquarters**  
**3900 Wisconsin Avenue**  
**NW Washington, DC 20016. United States**  
**Phone: 202-752-7000. Fax: 202-274-8100**

**FREDDIE MAC**  
**Freddie Mac CEO Charles 'Ed' Haldeman**  
**Federal Home Loan Mortgage Corporation Company Profile**  
**Government-sponsored enterprises Freddie Mac**  
**(officially Federal Home Loan Mortgage Corporation)**  
**8200 Jones Branch Drive**  
**McLean, VA 22102-3110**

**MERS: Mortgage Electronic Registration System, Inc.**  
**Address: P.O. Box 2026, Flint, MI 48501-2026**  
**Phone #: [888] 679-MERS.**

**Original loan number: LAS012368**  
**Original loan date: June 29, 2007**  
**Original Loan Amount: US \$ 152,000.00 + interest**

**Loan property address: 4996 Leota Court Las Vegas, Nevada near [89103]**

**Legal description: LOT TEN (10) IN BLOCK ONE (1) OF VALLEY WEST VII, PHASE III, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 23 OF PLATS, PAGE 28, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.**

**Recorded in: CLARK COUNTY**  
**STATE: NEVADA DOC#: 20070711-0004722**  
**Date recorded: 07/11/2007 a/k/a July 07, 2007**  
**Recorded by: Debbie Conway, County Clerk-Recorder**

**Amount: \$ 152,000.00 + interest**

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**Name(s) on DEED OF TRUST: Orlando Griego©, Authorized Representative and Creditor to: ORLANDO GRIEGO©, debtor**

**Orlando Griego©, a widower, a Native American living being created by God Nevada Driver's License#: [REDACTED] Date of Birth: [REDACTED] Social Security number: [REDACTED]**

**NOTICE: \*\*\* Let it be known by all men:**

**References to: Orlando Griego© will be stated: I, we, me, our.**

**References to any/all associates, employees or agents will be stated as: BNC MORTGAGE, INC., A DELAWARE CORPORATION a/k/a d/b/a BNCCORP, INC a/k/a d/b/a Bnc Mortgage Inc a/k/a d/b/a Lehman Brothers a/k/a d/b/a DIVERSIFIED Real Estate Investment Trusts (REITs) - RealtyStocksDiversified REITs a/k/a d/b/a Fannie Mae a/k/a d/b/a FREDDIE MAC a/k/a d/b/a MERS AS; YOU, you, your, they, their, them.**

**NOTICE: REVOCATION OF POWER OF ATTORNEY**

**I/we DO HEREBY DECLARE: That, upon discovery of various elements of fraud, fraudulent inducement, fraudulent misrepresentation, entrapment, and nondisclosure resulting in the deprivation of our property by your institution and/or by any of its agents/employees/contractors and/or assignees; and, after a recent review/audit and a close perusal of the purported; Loan, Trust Deed, and Security Agreement records.**

**I/we do hereby refuse to knowingly accept, or otherwise participate in ANY part of fraud and other wrongful actions involving the purported Promissory Note/Security Instrument/Trust Deed; and, further do hereby revoke, rescind, and terminate all our signatures relating to any/all said deeds, notes, and agreements from their inception. See information below concerning BNC Mortgage practices:**

**BNC Mortgage, Inc. Company Profile**

**BNC Mortgage originates subprime residential mortgages for customers who don't meet standard lending criteria. The**

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company then sells virtually all of its loans, including servicing rights, into the secondary market for cash. Its client base includes first-time borrowers or borrowers with hard-to-document income or spotty credit histories. BNC Mortgage has about 50 offices throughout the US; it also originates mortgages through more than 36,000 independent loan brokers. The company is a subsidiary of investment bank and brokerage Lehman Brothers Holdings through Lehman Brothers Bancorp. In 2007 Lehman announced plans to shut down BNC Mortgage, one of many casualties of the subprime lending bust.

**Furthermore:**

I/We, do hereby revoke, terminate, and rescind all Powers of Attorney, in fact or otherwise, previously assigned by us, implied in law, by trust or otherwise, with or without our consent and/or knowledge, as such pertains to any/all property(s), real or personal, promissory note, deed of trust and mortgage signed to the property described in the above reference.

I/We do hereby; effective immediately, do rescind any and all signatures/autographs to any/all original documents, which may/may not be in existence. Any/all copies existing for the said documents are not acceptable as evidence or proof, that any such agreement exist or was ever made.

§ 226.23 Right of rescission.

**NOTICE OF  
REVOCATION OF POWER OF ATTORNEY**

**I/we DO HEREBY DECLARE:**

**That, due to the discovery of various elements of fraud, fraudulent inducement, fraudulent misrepresentation, entrapment, and nondisclosure resulting in the**

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deprivation of our property "YOU" and/or by any of its agents and/or assignees; and, after a recent review/audit and a close perusal of the purported Loan, Trust Deed, and Security Agreement records – I/We, do hereby refuse to knowingly accept, or otherwise participate in ANY part of fraud and other wrongful actions involving the purported Promissory Note/Security Instrument/Trust Deed; and, further do hereby revoke, rescind, and terminate all our signatures relating to any/all said deeds, notes, and agreements from their inception.

**Furthermore:**

I/we do hereby revoke, terminate, and rescind all Powers of Attorney, in fact or otherwise, previously assigned by us, implied in law, by trust or otherwise, with or without our consent and/or knowledge, as such pertains to any property, real or personal, promissory note, deed of trust and mortgage which may have previously been signed .

(a) *Consumer's right to rescind.* (1) In a credit transaction in which a security interest is or will be retained or acquired in a consumer's principal dwelling, each consumer whose ownership interest is or will be subject to the security interest shall have the right to rescind the transaction, except for transactions described in paragraph (f) of this section.<sup>47</sup>

(2) To exercise the right to rescind, the consumer shall notify the creditor of the rescission by mail, telegram or other means of written communication. Notice is considered given when mailed, when filed for telegraphic transmission or, if sent by other means, when delivered to the creditor's designated place of business.

(3) The consumer may exercise the right to rescind until midnight of the third business day following consummation, delivery of the notice required by paragraph (b) of this section, or delivery of all material disclosure whichever occurs last. If the required notice or material disclosures are not delivered, the right to rescind shall expire three years after consummation, upon transfer of all of the consumer's interest in the property, or upon sale of the property, whichever occurs first. In the case of certain administrative proceedings, the rescission period shall be extended in accordance with § 125(f) of the act.

(4) When more than one consumer in a transaction has the right to rescind, the exercise of the right by one consumer shall be effective as to all consumers.

(b)(1) *Notice of right to rescind.* In a transaction subject to rescission, a creditor shall deliver two copies of the notice of the right to rescind to each consumer entitled to rescind (one copy to each if the notice is delivered in electronic form in accordance with the consumer consent and other applicable provisions of the E-Sign Act). The notice shall be on a separate document that identifies the transaction and shall clearly and conspicuously disclose the following:

(i) The retention or acquisition of a security interest in the consumer's principal dwelling.





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(ii) The consumer's right to rescind the transaction.

(iii) How to exercise the right to rescind, with a form for that purpose, designating the address of the creditor's place of business.

(iv) The effects of rescission, as described in paragraph (d) of this section.

(v) The date the rescission period expires.

(2) *Proper form of notice.* To satisfy the disclosure requirements of paragraph (b)(1) of this section, the creditor shall provide the appropriate model form in appendix H of this part or a substantially similar notice.

(c) *Delay of creditor's performance.* Unless a consumer waives the right of rescission under paragraph (e) of this section, no money shall be disbursed other than in escrow, no services shall be performed and no materials delivered until the rescission period has expired and the creditor is reasonably satisfied that the consumer has not rescinded.

(d) *Effects of rescission.* (1) When a consumer rescinds a transaction, the security interest giving rise to the right of rescission becomes void and the consumer shall not be liable for any amount, including any finance charge.

(2) Within 20 calendar days after receipt of a notice of rescission, the creditor shall return any money or property that has been given to anyone in connection with the transaction and shall take any action necessary to reflect the termination of the security interest.

(3) If the creditor has delivered any money or property, the consumer may retain possession until the creditor has met its obligation under paragraph (d) (2) of this section. When the creditor has complied with that paragraph, the consumer shall tender the money or property to the creditor or, where the latter would be impracticable or inequitable, tender its reasonable value. At the consumer's option, tender of property may be made at the location of the property or at the consumer's residence. Tender of money must be made at the creditor's designated place of business. If the creditor does not take possession of the money or property within 20 calendar days after the consumer's tender, the consumer may keep it without further obligation.

(4) The procedures outlined in paragraphs (d) (2) and (3) of this section may be modified by court order.

(e) *Consumer's waiver of right to rescind.* (1) The consumer may modify or waive the right to rescind if the consumer determines that the extension of credit is needed to meet a bona fide personal financial emergency. To modify or waive the right, the consumer shall give the creditor a dated written statement that describes the emergency, specifically modifies or waives the right to rescind, and bears the signature of all of the consumers entitled to rescind. Printed forms for this purpose are prohibited, except as provided in paragraph (e) (2) of this section.





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(2) The need of the consumer to obtain funds immediately shall be regarded as a bona fide personal financial emergency provided that the dwelling securing the extension of credit is located in an area declared during June through September 1993, pursuant to 42 U.S.C. 5170, to be a major disaster area because of severe storms and flooding in the Midwest.<sup>48a</sup> In this instance, creditors may use printed forms for the consumer to waive the right to rescind. This exemption to paragraph (e) (1) of this section shall expire one year from the date an area was declared a major disaster.

(3) The consumer's need to obtain funds immediately shall be regarded as a bona fide personal financial emergency provided that the dwelling securing the extension of credit is located in an area declared during June through September 1994 to be a major disaster area, pursuant to 42 U.S.C. 5170, because of severe storms and flooding in the South.<sup>48b</sup> In this instance, creditors may use printed forms for the consumer to waive the right to rescind. This exemption to paragraph (e) (1) of this section shall expire one year from the date an area was declared a major disaster.

(4) The consumer's need to obtain funds immediately shall be regarded as a bona fide personal financial emergency provided that the dwelling securing the extension of credit is located in an area declared during October 1994 to be a major disaster area, pursuant to 42 U.S.C. 5170, because of severe storms and flooding in Texas.<sup>48c</sup> In this instance, creditors may use printed forms for the consumer to waive the right to rescind. This exemption to paragraph (e)(1) of this section shall expire one year from the date an area was declared a major disaster.

**■ Exempt transactions.** The right to rescind does not apply to the following:

(1) A residential mortgage transaction.

(2) A refinancing or consolidation by the same creditor of an extension of credit already secured by the consumer's principal dwelling. The right of rescission shall apply, however, to the extent the new amount financed exceeds the unpaid principal balance, any earned unpaid finance charge on the existing debt, and amounts attributed solely to the costs of the refinancing or consolidation.

(3) A transaction in which a state agency is a creditor.

(4) An advance, other than an initial advance, in a series of advances or in a series of single-payment obligations that is treated as a single transaction under § 226.17(c)(6), if the notice required by paragraph (b) of this section and all material disclosures have been given to the consumer.

(5) A renewal of optional insurance premiums that is not considered a refinancing under § 226.20(a)(5).

(g) *Tolerances for accuracy.*—(1) *One-half of 1 percent tolerance.* Except as provided in paragraphs (g)(2) and (h)(2) of this section, the finance charge and other disclosures affected by





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the finance charge (such as the amount financed and the annual percentage rate) shall be considered accurate for purposes of this section if the disclosed finance charge:

(i) is understated by no more than 1/2 of 1 percent of the face amount of the note or \$100, whichever is greater; or

(ii) is greater than the amount required to be disclosed.

(2) *One percent tolerance.* In a refinancing of a residential mortgage transaction with a new creditor (other than a transaction covered by § 226.32), if there is no new advance and no consolidation of existing loans, the finance charge and other disclosures affected by the finance charge (such as the amount financed and the annual percentage rate) shall be considered accurate for purposes of this section if the disclosed finance charge:

(i) is understated by no more than 1 percent of the face amount of the note or \$100, whichever is greater; or

(ii) is greater than the amount required to be disclosed.

(h) *Special rules for foreclosures.*—(1) *Right to rescind.* After the initiation of foreclosure on the consumer's principal dwelling that secures the credit obligation, the consumer shall have the right to rescind the transaction if:

(i) A mortgage broker fee that should have been included in the finance charge was not included; or

(ii) The creditor did not provide the properly completed appropriate model form in appendix H of this part, or a substantially similar notice of rescission.

(2) *Tolerance for disclosures.* After the initiation of foreclosure on the consumer's principal dwelling that secures the credit obligation, the finance charge and other disclosures affected by the finance charge (such as the amount financed and the annual percentage rate) shall be considered accurate for purposes of this section if the disclosed finance charge:

(i) is understated by no more than \$35; or

(ii) is greater than the amount required to be disclosed. [Codified to 12 C.F.R. § 226.23][Section 226.23 amended at 47 Fed. Reg. 51732, November 17, 1982; 51 Fed. Reg. 45299, December 18, 1986, effective December 16, 1986, but reliance optional until October 1, 1987; 51 Fed. Reg. 47106, December 30, 1986; 58 Fed. Reg. 40583, July 29, 1993; 59 Fed. Reg. 40204, August 5, 1994, effective July 29, 1994; 59 Fed. Reg. 63715, December 9, 1994, effective December 8, 1994; 60 Fed. Reg. 15471, March 24, 1995, effective March 22, 1995, but compliance optional until October 1, 1995; 61 Fed. Reg. 49247, September 19, 1996, effective October 21, 1996; 66 Fed. Reg. 17338, March 30, 2001, effective March 30, 2001; 72 Fed. Reg. 63474, November 9, 2007, effective December 10, 2007, the mandatory compliance date is October 1, 2008]





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# **Notice: Right to Cancel**

*Notice to Agent is Notice to Principal  
Notice to Principal is Notice to Agent*

This communication will serve as our **Notice of Right to Cancel** dated December 12, 2009. TILA (Truth in Lending Act, 15 USC §1601 et seq; 12 CFR Part 226) allows three (3) years to review Disclosure Documents. The referenced 'Three Day Right to cancel' must have a trigger to begin. That trigger, is when the Lender has provided the Borrower with ALL of the required Disclosures under TILA, and that the same are true, complete, accurate, and timely provided.

Being as the entire purported loan/mortgage process and Deed of Trust referenced herein and throughout, was obtained by wrongful acts of fraud, fraudulent inducement, concealment, and fraudulent misrepresentation, the borrower has other recourse, right, and cause of action under numerous state and federal statutes. Acts of fraud taint/void everything it touches as the US Supreme Court has declared: **"There is no question of the general doctrine that fraud vitiates the most solemn contracts, documents, and even judgments."** (United States v. Throckmorton, 98 U.S. 61)

To this date, Lender has never provided Borrower with true, complete, accurate or timely documents as required. **ONLY AFTER** such provision has been done, can the '**3 DAY RIGHT TO CANCEL**' period begin. If the required full Disclosure(s) have not been provided, then the period in which to Cancel is extended for up to three (3) years, OR until Lender moves to foreclose.

The records thus far evidence, that Borrower has requested to cancel within the stipulated three year time period, while still waiting to receive all Truth-in-Lending disclosures as required by Federal Law, the same of which have never been received.

A close perusal/audit of Borrower's mortgage documents has revealed certain Disclosure Violations; and, that the Borrower has the remedial right and remedy (UCC 1-201 (32) (34)), inter alia, to invoke their Right of Rescission (ROR) as further evidenced by the original **NOTICE OF RIGHT TO CANCEL**. You will also please find Borrower's signed and dated NOTICE to the Lender(s), Successor(s) and Beneficiary as stated on the **NOTICE OF RIGHT TO CANCEL**, if provided in the loan package. If such Notice was not provided, **this written Notice of communication is provided in lieu thereof.**

After sufficient NOTICE has been given to Lender, the Lender is required by Federal Law to CANCEL any lien(s) and to CANCEL any security interest on the Borrower's home within twenty (20) days. The Lender must also return any money, interest, fee, and/or property to Borrower, as well as any money/funds given to any persons or other fiction in law/entity in connection with said transaction.

In accordance with both State and Federal law or until the Lender complies, Borrower may retain the proceeds of the transaction. If it should be 'impractical' or 'unfair' for the Borrower to return the property when gross discrepancies, fraud, or other wrongful acts are discovered - then he/she/they may offer its 'Reasonable Value'.

In the event the Lender should fail or refuse to take possession of the property or return the borrower's money offer within twenty (20) days ... Borrower may then regain/acquire all rights to clear title and re-conveyance under Federal Law and provisions of TILA.







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Date  
Postmaster's Signature







**Additionally; Borrower has the right to offer Lender a Reasonable Value. However, the penalty that a bank can face for violations of TILA and other State and Federal law can be as much as triple damages . . . i.e., triple the amount of the interest the bank stood to fraudulently make off of the mortgage/loan transaction. Therefore, the borrowers hereby in good faith make the following offer: Borrowers will forgive YOU any liability incurred by its wrongful actions, provided you rightfully forgive Borrowers the full amount of mortgage/credit you fraudulently allege to have given. In addition, Borrowers make the one time demand of \$150,000.00 for any and each: loss, damage, and injury they have sustained; and, that YOU and that YOU also remove all/any negative comments on Borrower's credit report attributed to this transaction.**

**Any default, failures, or non-compliance on the Lender's part to perform as herein directed within twenty (20) days of receipt shall constitute this Notice of Right to Cancel as valid and fully agreed/accepted pursuant to the terms and conditions as set forth herein and throughout.**



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C22

Assessor's Parcel Number:  
63-43-712-027  
Lender: BNC MORTGAGE, INC.  
P.O. BOX 19656  
IRVINE, CA 92623-9656

Prepared By:

Recording Requested By:

Loan No.: LA9012368

[Space Above This Line For Recording Data]

# DEED OF TRUST

MIN 100122209003233467

20070711-0004722  
Fee: \$35.00  
M/C Fee: \$25.00  
07/11/2007 14:40:00  
Requestor:  
FIRST AMERICAN TITLE COMPANY OF NEWB  
Debbie Conway  
Clark County Recorder  
Pgs: 22

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 15, 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 June 29, 2007 together with all Riders to this document.
- (B) "Borrower" is ORLANDO GRIEGO, A WIDOWER.

Borrower is the grantor under this Security Instrument;  
(C) "Lender" is BNC MORTGAGE, INC., A DELAWARE CORPORATION

Lender is a corporation organized and existing under the laws of Delaware

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

CA(NV) (0307)  
Page 1 of 15 Initials: *OG*  
VMP Mortgage Solutions (800) 521-7291

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Lender's address is P.O. BOX 19656, IRVINE, CA 92623-9656

(D) "Trustee" is T.D. SERVICE COMPANY

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, First, MI 48501-2026, tel. (313) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated June 29, 2007. The Note states that Borrower owes Lender one hundred fifty-two thousand and 00/100

Dollars (U.S. \$152,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than August 1, 2037.

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

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

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

- Adjustable Rate Rider
- Balloon Rider
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- 1-4 Family Rider
- Other(s) [specify] Prepayment Penalty Rider

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

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

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

(M) "Encrow Name" means those items that are described in Section 3.

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

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

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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time.

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There, 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.

(E) "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 accues 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: [Type of Recording Jurisdiction] of CLARK, NEVADA [Name of Recording Jurisdiction]:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HERETO AS EXHIBIT A.

Parcel ID Number: 163-13-712-027  
4996 LUCIA CT  
LAS VEGAS

which currently has the address of  
[Street]  
[City], Nevada 89163 [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 seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances

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and I provide the original  
document to the  
Date  
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Borrower warrants and will defend generally the title to the Property against all claims and 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, instrumentally, 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 payment 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 accrued 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 Payment 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 obtain priority over this Security Instrument as a lien or encumbrance on the Property; (b) household 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 encrowed 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

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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 13 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

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date  
Convention de la Haye le 5 Octobre 1961





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 resappings 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. 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.

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 same secured by this Security Instrument, whether or not then due, with

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date  
Convention de la Haye du 5 novembre 1961







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...proceeds, 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 person 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 increasing 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

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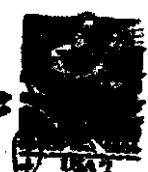
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...has to protect its interest in the Property and/or rights under this Security Instrument, including secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change 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 the 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 those 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 Reimbursement:** 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.

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**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 Successor 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 Successor 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.

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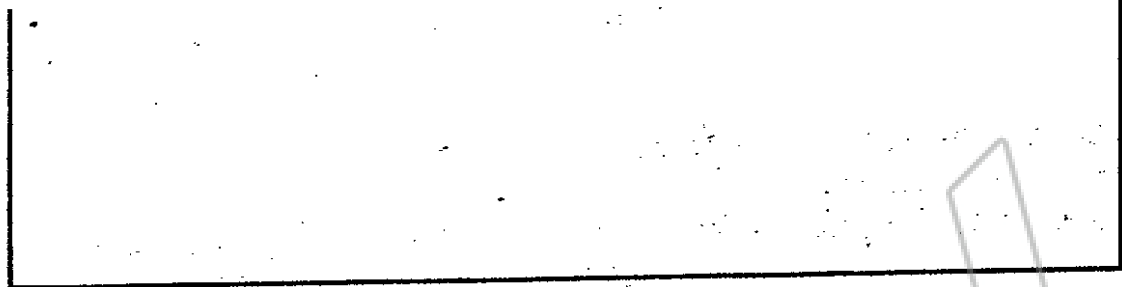
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(c) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request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

**II. Assignment of Miscellaneous Proceeds - Furniture.** 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 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 owns 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.

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**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.

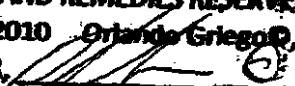
**19. Borrower's Right to Reinstatement After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale 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, instrumentally 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

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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 that the Loan Servicer requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter 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 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.

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**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 15 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, and without further demand, may invoke the power of sale, including the right to accelerate full payment of the Note, 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 this evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the 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. Such person or persons shall pay any reconveyance costs. Lender may charge such person or persons a 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.

**24. Substitute Trustee.** Lender at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

**25. Assumption Fee.** If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$

44(17) (307)

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Initials

140012340

3030 1/01

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*[Signature]* 09/02/10

date

Convention de la Hague du 5 Octobre 1961





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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.**

**Witness:**

\_\_\_\_\_



ORLANDO GRIEGO

(Seal)  
-Borrower

\_\_\_\_\_

\_\_\_\_\_

(Seal)  
-Borrower

\_\_\_\_\_

(Seal)  
-Borrower

\_\_\_\_\_

(Seal)  
-Borrower

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-Borrower

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-Borrower

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(Seal)  
-Borrower

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LA0012369

Form 3029 1/01

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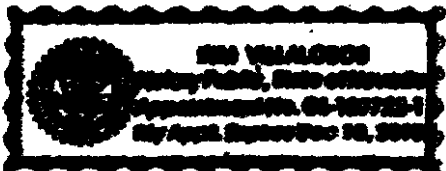
01/18/2011  
Page 11 of 12

STATE OF NEVADA  
COUNTY OF Clark

This instrument was acknowledged before me on  
ORLANDO GRIEGO

June 29, 2007

by



*Orlando Griego*

Mail Tax Statement To:  
ORLANDO GRIEGO  
4996 LINDA CT, LAS VEGAS, NV 89169

COPIED

1-800-462-6277 (0307)

Page 15 of 15

Initials: *OG*

LAB012368

Form 302B 1/01

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date  
Convention de la Haye du 5 novembre 1961







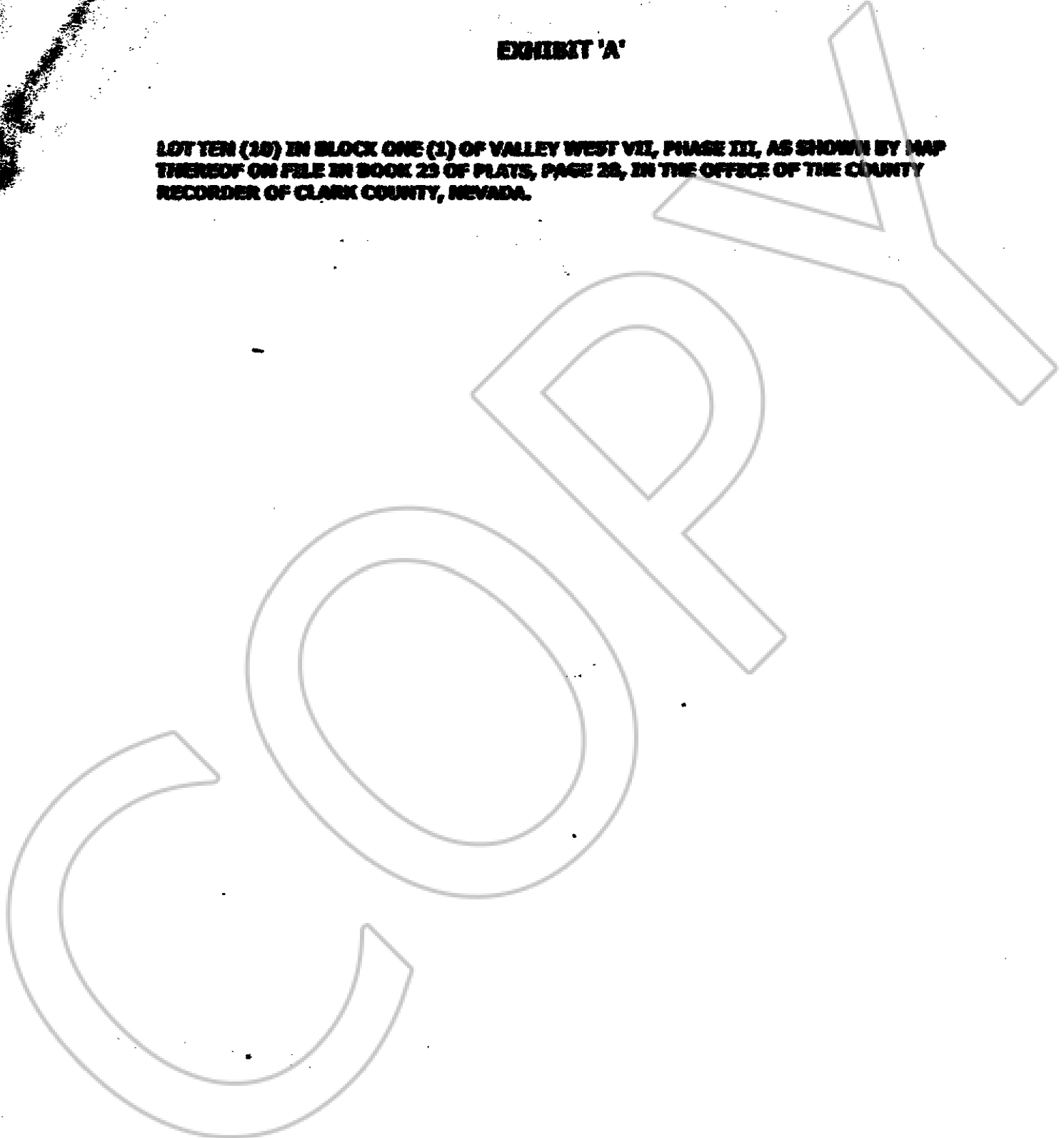
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**EXHIBIT 'A'**

**LOT TEN (10) IN BLOCK ONE (1) OF VALLEY WEST VII, PHASE III, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 23 OF PLATS, PAGE 28, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.**



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date  
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# PLANNED UNIT DEVELOPMENT RIDER

Loan Number LAS012368

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 29th day of June, 2007, 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 ("Borrower") to secure Borrower's Note to BNC MORTGAGE, INC., A DELAWARE CORPORATION ("Lender") of the same date and covering the Property described in the Security Instrument and located at:

496 LEOTA CT, LAS VEGAS, NV 89103  
[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

" VALLEY WEST "

[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.

**B. Hazard 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, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Covenant 3 of the Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Covenant 5 of the Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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*[Signature]* 09/02/10  
date  
Convention de la Haye du 5 Octobre 1961

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In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss of the Property, or to common areas and facilities of the FUD, 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, with any excess 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 FUD, 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 Covenant 11 of the Security Instrument.

**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 FUD, 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 "Commitment 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 reducing the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay FUD 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 regarding payment.

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

 _____ (Seal) Borrower	_____ (Seal) Borrower
_____ (Seal) Borrower	_____ (Seal) Borrower
_____ (Seal) Borrower	_____ (Seal) Borrower

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*[Signature]* 09/02/10  
date

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**POSTMASTER**





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**RECORDING REQUESTED BY, AND  
WHEN RECORDED MAIL TO:**

**BNC MORTGAGE, INC.  
P.O. BOX 1966  
IRVINE, CALIFORNIA 92613-9635**

(Space above this line for Recorder's use)

**PREPAYMENT CHARGE RIDER**

Loan No.: **LAS912368**  
Application No.: **LAS912368**

**THIS PREPAYMENT CHARGE RIDER (the "Prepayment Rider") is made this 25th day of June, 2007, 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 ("Borrower") to secure Borrower's Fixed Rate Note (the "Note") to BNC MORTGAGE, INC., A DELAWARE CORPORATION**

**("Lender") of the same date and covering the property described in the Security Instrument and located at: 4996 LEBOTA CT, LAS VEGAS, NV 89133**

**To the extent that the provisions of this Prepayment Rider (the "Rider") are inconsistent with the provisions of the Security Instrument under the Note, the provisions of this Prepayment Rider shall prevail over and shall supersede any such inconsistent provisions of the Security Instrument under the Note.**

**For value received, the receipt and sufficiency of which are hereby acknowledged, Section 4 of the Note is amended to read in its entirety as follows:**

**"4. BORROWER'S RIGHT TO PREPAY; PREPAYMENT CHARGE**

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

**If I make a partial Prepayment, there will be no change in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.**

**If within thirty-six (36) months from the date of execution of the Security Instrument, I make a full Prepayment or partial Prepayment(s), I will at the same time pay to the Note Holder a Prepayment charge equal in six (6) months' advance interest on the amount of the Prepayment that, when added to all other amounts prepaid during the 12-month period immediately preceding the date of the Prepayment, exceeds twenty percent (20%) of the original Principal amount of this Note."**

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POSTMASTER,

LAS912368

LAS912368







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*[Signature]* 09/02/10  
date  
Convention de la Haye le 5 Octobre 1961





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By signing below, I (We) accept and agree to the terms and covenants contained in this  
Prepayment Charge Rider.

  
Borrower  
**ORLANDO GRIEGO**

\_\_\_\_\_  
Borrower

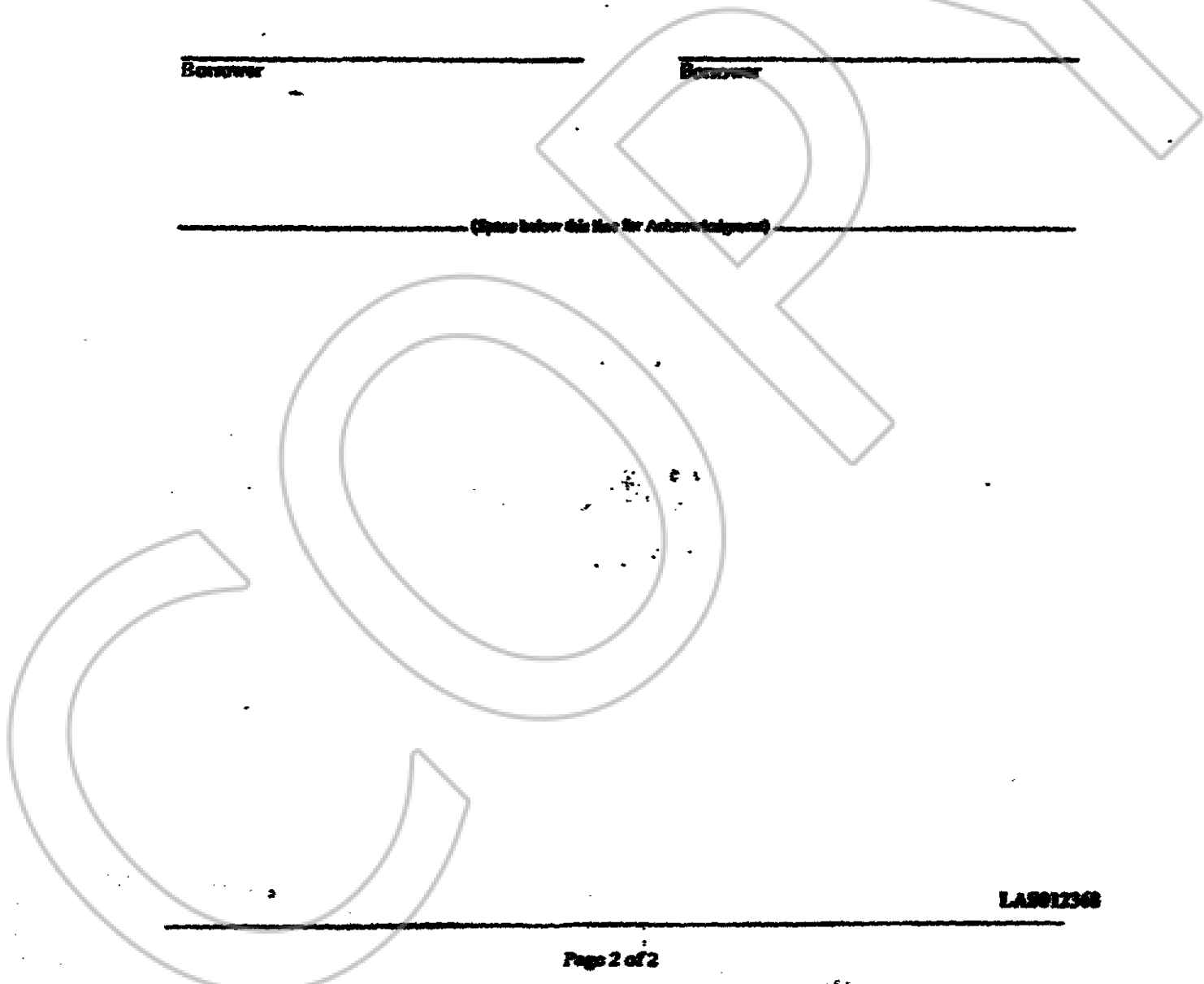
\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

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Borrower

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Borrower

\_\_\_\_\_  
(Sign below this line for Acknowledgment)



LA901298

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LA901298





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Signed: *[Signature]* date: 09/02/10  
Convention de la Haye du 5 Octobre 1961





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**BNC MORTGAGE, INC.**  
**P.O. BOX 19656**  
**IRVINE, CALIFORNIA 92613-9656**

*(Space Above This Line For Recording Date)*

**LOAN #: LAS012368**

**Balloon Rider**

**THIS BALLOON RIDER is made this 29th day of June, 2007, 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 ("Borrower") to secure Borrower's Note (the "Note") to BNC MORTGAGE, INC., A DELAWARE CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:**

**4996 LEOTA CT, LAS VEGAS, NV 89193**

*(Property Address)*

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

**THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.**

**BALLOON RIDER-MULTISTATE (01/97)**

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LAS012368

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01/18/2011 01:18:00





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Orlando Griego O. Postmaster

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**BY SIGNING BELOW, Borrower grants and agrees to the terms and covenants contained in this Ballroom Rider.**

**ORLANDO GREGO**

**Borrower**

**Date**

**Borrower**

**Date**

**Borrower**

**Date**

**Borrower**

**Date**

**Borrower**

**Date**

**Borrower**

**Date**

**BALLOON RIDE - FLORIDA STATE**

**LAS012368**

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**01/18/2011**





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*[Signature]* 09/02/10

date

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**NOTICE: CLAIM DISPUTE and DEMAND FOR VALIDATION AND PROOF OF CLAIM**

This letter is being sent to you in response to a letter received by Claimant from your offices dated June 29, 2007. Be advised that your claim is disputed and validation and proof of claim of the disputed debt is requested in accordance with the Fair Debt Collection Practices Act, 15 USCG 1692 et seq., and the Fair Credit Billing Act, 15 U.S.C. 1666.

This is NOT a request for "verification" or proof of Claimant mailing address, but a request for VALIDATION and PROOF OF CLAIM made pursuant to the above named Titles and Sections. I respectfully request that your offices provide Claimant with competent evidence as per the attached "Declaration and Proof of Claim" that I have any legal obligation to pay you the unsubstantiated alleged debt. Furthermore you shall cease all verbal communication. No phone calls to the Claimant.

At this time I will also inform you that if your offices have reported invalidated information to any of the 3 major Credit Bureaus, such as, Equifax, Experian and TransUnion prior to validation and proof of claim of the disputed debt, this action might constitute fraud under both Federal and State Laws. Due to this fact, if any negative mark is found on any of Claimant credit reports by your company or the company that you represent I will not hesitate in bringing legal action against you and your client for the following:

- Violation of the Fair Credit Reporting Act
- Violation of the Fair Debt Collection Practices Act
- Defamation of Character
- Violation of United States Code TITLE 18 PART 1 CHAPTER 63 Sec. 1341

This debt is considered to be invalid until I receive proper validation and your offices provide Claimant with proof of claim of the disputed debt. Your offices have 30 days to produce the required documentation in accordance with FTC guidelines. During this validation period and proof of claim, if any action is taken which could be considered detrimental to any of Claimant credit reports, said action will be considered a "dishonor" and cause the self-executing contract portion of this notice to be implemented. This includes any listing any information to a credit reporting repository that could be inaccurate or invalidated.

If your offices fail to respond to this validation and proof of claim request within 30 days from the date of your receipt, all references to this account must be deleted and completely removed from Claimant credit file and a copy of such deletion request shall be sent to Claimant immediately.

**§ 809. Validation of debts [15 USC 1692g]**







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**POSTMASTER**

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*[Signature]* 09/02/10  
 date  
 Convention de la Haye n° 5 novembre 1961





(b) If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or any copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector.

**BLACK'S LAW DICTIONARY:**

**VERIFICATION:** Confirmation of correctness, truth, or authenticity, by affidavit, oath, or deposition.

**Counter Claim with Self-executing Contract**

If Respondent, such as by commission, omission, and otherwise:

- (a) Fails to provide **VALIDATION** and **PROOF OF CLAIM** within thirty (30) days;
- (b) Makes a false representation of the character of the hereinabove-referenced alleged debt;
- (c) Makes a false representation of the legal status of the hereinabove-referenced alleged debt;
- (d) Makes any threat of action that cannot legally be taken, in violation of any applicable law, such as, the law codified at the *Fair Debt Collection Practices Act*,

will be construed to be Respondent's tacit acceptance of the terms and condition stated herein. In which case **RESPONDENT** agrees to:

- (e) Voluntarily report this account to all credit bureaus as "paid as agreed;" and,
- (f) Voluntarily waive all claims against Claimant, their Agent or Heirs with prejudice; and,
- (g) The matter regarding the alleged debt is finally and totally settled; and,
- (h) Voluntarily admits the Claimant is the depositor for this account, that Respondent risked none of their assets at any time regarding this account and that they failed to disclose these material facts to Claimant; and,
- (i) Voluntarily report the date of last activity on this account is the date of this notice.

Furthermore, **RESPONDENT'S** failure to "Cease and Desist" in accordance with the requirements of the **FDCPA** and other related law, and/or satisfy the above "terms and conditions," constitutes **RESPONDENT'S** "Breach of Duty" and voluntary agreement to compensate Claimant, by certified mail, with a cashier's check within thirty (30) days of the date of billing by Claimant, their Agent or Heirs, in the following amounts:





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- I) One Thousand Dollars (\$1,000.00) for each communication made to Claimant or their Agent or Heirs, whether telephonically or in writing, which is not in affidavit form, by a person, who has firsthand knowledge, regarding Respondent's unsubstantiated claim; and,
- II) Fifty Thousand Dollars (\$50,000.00) for each transaction initiated by Claimant where Claimant's commercial ability is impeded due to you, your agents' or assigns adverse credit reporting; and,
- III) Five Thousand Dollars (\$5,000.00) for each court appearance Claimant, their Agent or Heirs makes in response to Respondent's unsubstantiated claims; and,
- IV) RESPONDENT owes Claimant the balance equal to the purported credit limit on this account, plus interest and fees, for money lent; and,
- V) Three times the alleged claim amount of \$(152,000.00 + any accrued interest claim) which equals \$(3x Amount of Claim); and,
- VI) Five Thousand Dollars (\$5,000.00) per occurrence, for listing or reporting any information to a credit reporting repository which could be considered detrimental to Claimant's credit history; and,
- VII) Punitive damages in the amount of \$(152,000.00 + any accrued claimed interest); and
- VIII) Debt Collector tacitly agrees that Debt Collector will compensate Respondent for all costs; fees and expenses incurred in defending against this and any and all continued collection attempts (by anyone) re the above-referenced alleged account

**RESPONDENT also agrees to:**

- 1. Voluntarily authorize Claimant to record a UCC-1 on RESPONDENT as debtor to secure the debt owed Claimant; and,
- 2. Voluntarily prove their claim as a RESPONDENT in possession of Claimant property in a involuntary bankruptcy proceeding process; and,
- 3. Voluntarily compensate Claimant for ALL costs and attorneys fees; and,
- 4. Resolve ALL claims by Claimant, against Respondent, et al, exclusively and finally through binding arbitration, if necessary, to enforce the above terms, conditions, fees, penalties and damages. Arbitration replaces the right to go to court except to confirm an arbitration award. The arbitration organization that is selected will apply its code or procedure in effect at the time the arbitration is filed, subject to this agreement. The arbitration will be conducted before a single arbitrator. The arbitrator's authority is limited solely to the Claims between Claimant and Respondent alone. The arbitration will not be consolidated with any other arbitration proceeding. If Claimant prevails in the arbitration of any Claim against Respondent, Respondent will reimburse Claimant for any fees Claimant paid to the arbitration organization in connection with the arbitration. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction. This arbitration provision applies to all Claims now in existence or that may arise in the future.





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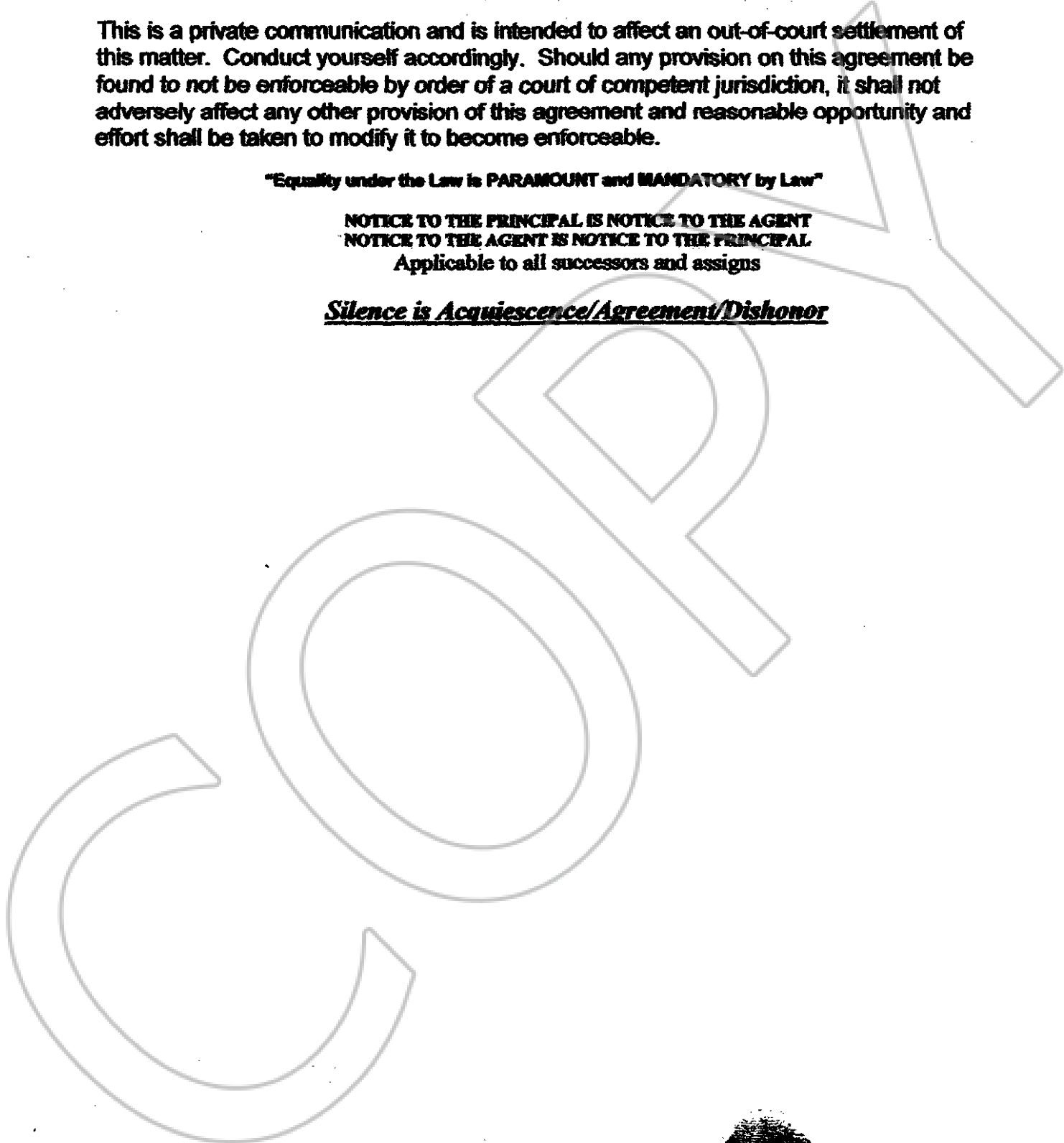
The arbitration provision shall survive any voluntary payment of Claimant's claim against Respondent, in full, or any bankruptcy by Respondent.

This is a private communication and is intended to affect an out-of-court settlement of this matter. Conduct yourself accordingly. Should any provision on this agreement be found to not be enforceable by order of a court of competent jurisdiction, it shall not adversely affect any other provision of this agreement and reasonable opportunity and effort shall be taken to modify it to become enforceable.

**"Equality under the Law is PARAMOUNT and MANDATORY by Law"**

**NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT  
NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL  
Applicable to all successors and assigns**

**Silence is Acquiescence/Agreement/Dishonor**





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**NOTICE TO: CREDITOR/DEBT COLLECTOR DECLARATION and PROOF OF CLAIM**

**Please provide all of the following information and submit the appropriate forms and paperwork back to me along with an Affidavit signed in accordance with 28 U.S.C. Section 1746 within 30 days from the date of your receipt of this request for validation and proof of claim.**

**1. Alleged Name and Address of Creditor:**

**BNC MORTGAGE CORPORATION**

**2. Name on File of Alleged Debtor:**

**ORLANDO GRIEGO® a security agreements stands by and between  
Orlando Griego®, Authorized Representative/Creditor/**

**3. Alleged Account/Loan number: LAS012368**

**4. Amount of alleged debt: \$152,000.00**

**5. Date that this alleged debt became payable: June 29,2007**

**6. Date of original charge off or delinquency:**

**June 29, 2007 signature monetized/no loan exist/account foreclosed by my labor**

**7. Amount paid if debt was purchased: \_\_\_\_\_**

**8. Please attach a copy of any signed agreement debtor has made with debt collector, or other verifiable proof that debtor has a contractual obligation to pay debt collector.**

**9. Furnish a copy of the original promissory note/agreement redacting my social security number to prevent identify theft and state that your client named above is the holder in due course of the note agreement and will produce the original for my own and a judge's inspection should there be a trial to contest these matters.**

**10. Produce the account and general ledger statement showing the full accounting of the alleged obligation that you are now attempting to collect.**

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11. Identify by name and address all persons, corporations, associations, or any other parties having an interest in legal proceedings regarding the alleged debt.
12. Verify as a third party debt collector, you have not purchased evidence of the alleged debt and are proceeding with collection activity in the name of the original maker of the note.
13. Verify you know and understand that certain clauses in a contract of adhesion, such as a so-called forum selection clause, are unenforceable unless the party to whom the contract is extended could have rejected the clause without impunity.
14. Verify you know and understand that credit card contracts are a series of continuing offers to contract and as such are non-transferable.
15. Provide verification from the stated creditor that you are authorized to act for them.
16. Verify that you know and understand that contacting me again after receipt of this notice without providing procedurally proper validation of the debt constitutes the use of interstate communications in a scheme of fraud by advancing a writing, which you know is false with the intention that others rely on the written communication to their detriment a violation of United States Code TITLE 18 PART 1 CHAPTER 63 Sec. 1341.

### Disputing the Debt





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**QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT AND VALIDATION OF DEBT LETTER, TILA REQUEST**

This letter is a "qualified written request" in compliance with and under the Real Estate Settlement Procedures Act, 12 U.S.C. Section 2605(e).

I am/We are filing this formal complaint about the accounting and servicing of this mortgage and my need for understanding and clarification of various sale, transfer, funding source, legal and beneficial ownership, charges, credits, debits, transactions, reversals, actions, payments, analyses and records related to the servicing of this account from its origination to the present date.

To date, the documents and information I/We have, that you have sent me, and the conversations with your service representatives have been unproductive and have not answered my questions or supplied the written requested information.

Needless to say, I am/we are very concerned. With all the news lately regarding the stories of predatory lending, you have left me feeling, that there is something you are trying to hide. I/We worry that potential fraudulent and deceptive practices by unscrupulous mortgage brokers; sales and transfers of mortgage servicing rights; deceptive and fraudulent servicing practices to enhance balance sheets; deceptive, abusive and fraudulent accounting tricks and practices may have also negatively affected any credit rating, mortgage account and/or the debt or payments that I am currently, or may be legally obligated to.

I/We hereby demand absolute 1<sup>st</sup> hand evidence from you of the original noncertificated or certificated security regarding the above noted account (s) In the event you do not supply me with the very security it will be a positive confirmation on your part that you never really created and owned one.

I/We also hereby demand that a chain of transfer from you to wherever the security is now be promptly sent to me as well. Absent the actual evidence of the security I have no choice but to dispute the validity of your lawful ownership, funding, entitlement right, and the current debt you say I owe. By debt I am referring to the principal balance you claim I owe; the calculated monthly payment, calculated escrow payment and any fees claimed to be owed by you or any trust or entity you may service or sub-service for.

To independently validate this debt, I/We need to conduct a complete exam, audit, review and accounting of this mortgage account from its inception through the present date. Upon receipt of this letter, please refrain from reporting any negative credit information (if any) to any credit-reporting agency until you respond to each of the requests.

I/we also request that you conduct your own investigation and audit of this account since, its inception to validate the debt you currently claim I/we owe. I/we would like you to validate the debt so that it is accurate to the penny!

Please do not rely on previous servicing companies or originators records, assurances or indemnity agreements and refuse to conduct a full audit and investigation of this account.

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I/we understand that potential abuses by you or previous servicing companies could have deceptively, wrongfully, unlawfully, and/or illegally:

Increased the amounts of monthly payments;

Increased the principal balance you claim I owe; \$ \_\_\_\_\_

Increased the escrow claimed payments; \$ \_\_\_\_\_

Increased claimed amounts applied and attributed toward interest on this account; \$ \_\_\_\_\_

Decreased the proper amounts applied and attributed toward the principal on this account; and/or Assessed, charged and/or collected fees, expenses and miscellaneous charges I am not legally obligated to pay under this mortgage, note and/or deed of trust.

I/We request you insure that I/we have not been the victim of such predatory servicing and lending practices.

To insure this, I/we have authorized a thorough review, examination, accounting and audit the above noted mortgage account by mortgage auditing and predatory servicing or lending experts. This exam and audit will review this mortgage account file from the date of initial contact, application and the origination of this account to the present date written above.

Again, this is a Qualified Written Request under the Real Estate Settlement Procedures Act, codified as Title 12 section 2605(e) of the United States Code as well as a request under the Truth In Lending Act 15 U.S.C. section 1601. RESPA provides substantial penalties and fines for non-compliance or failure to answer my questions provided in this International document by and through: "NOTARY PRESENTMENT" AFFIDAVIT notice for validation within seven (07) days of its receipt, will result as your admission to fraudulent banking/lending practices; by your dishonor in silence.

*In order to conduct the examination and audit of this loan, I/We need to have full and immediate disclosure including copies of all pertinent information regarding this loan. The documents requested and answers to my questions are needed by myself/ourselves and others to ensure that this loan:*

- 1-Was originated in lawful compliance with all federal and state laws, regulations including, but not limited to Title 62 of the Revised Statutes, RESPA, TILA, Fair Debt Collection Practices Act, HOEPA and other laws;
- 2-That the origination and/or any sale or transfer of this account or monetary instrument, was conducted in accordance with proper laws and was a lawful sale with complete disclosure to all parties with an interest;
- 3-That you disclose the claimed holder in due course of the monetary instrument/deed of trust/asset is holding such note in compliance with statutes, State and Federal laws and is entitled to the benefits of payments;
- 4-That all good faith and reasonable disclosures of transfers, sales, Power of Attorney, monetary instrument ownership, entitlements, full disclosure of actual funding source, terms, costs,

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commissions, rebates, kickbacks, fees etc. were/are and still are properly disclosed to me/us, including but not limited to the period commencing with the original loan solicitation through and including any parties, instruments, assignments, letters of transmittal, certificates of asset backed securities and any subsequent transfer thereof;

5-That each servicers and/or sub-servicers of this mortgage has serviced this mortgage in accordance with statute, laws and the terms of mortgage, monetary instrument/deed of trust, including but not limited to all accounting or bookkeeping entries commencing with the original loan solicitation through and including any parties, instruments, assignments, letters of transmittal, certificates of asset backed securities and any subsequent transfer thereof;

6-That each servicers and/or sub-servicers of this mortgage has serviced this mortgage in compliance with local, state and federal statutes, laws and regulations commencing with the original loan solicitation through and including any parties, instruments, assignments, letters of transmittal, certificates of asset backed securities and any subsequent transfer thereof.

7-That this mortgage account has been credited, debited, adjusted, amortized and charged correctly and disclosed fully commencing with the original loan solicitation through and including any parties, instruments, assignments, letters of transmittal, certificates of asset backed securities and any subsequent transfer thereof ;

8-That interest and principal have been properly calculated and applied to this loan;

9-That any principal balance has been properly calculated, amortized and accounted for;

10-That no charges, fees or expenses, not obligated by me in any agreement, have been charged, assessed or collected from this account or any other related account arising out of the subject loan transaction.

In order to validate this debt and audit this account, I need copies of pertinent documents to be provided to me. I also need answers, certified, in writing, to various servicing questions. For each record kept on computer or in any other electronic file or format, please provide a paper copy of all information in each field or record in each computer system, program or database used by you that contains any information on this account or my name.

As such, please send to me, at the address above, certified copies for all documents requested below. Please also provide certified copies, front and back, of the following documents regarding the above noted account.

- 1)-Any certificated or uncertificated security used for the funding of this account;
- 2)-Any and all "Pool Agreement(s)" or "servicing agreements" between the nominal leader at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any government sponsored entity, hereinafter GSE or other party;







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3)-Any and all "Deposit Agreement(s)" between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;

4)-Any and all "Servicing Agreement(s)" between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;

5)-Any and all "Custodial Agreement(s)" between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;

6)-Any and all "Master Purchasing Agreement(s)" between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;

7)-Any and all "Issuer Agreement(s)" between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;

8)-Any and all "Commitment to Guarantee" agreement(s) between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;

9)-Any and all "Release of Document" agreement(s) between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;

10)-Any and all "Master Agreement for Servicer's Principal and Interest Custodial Account" between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;

11)-Any and all "Servicer's Escrow Custodial Account" between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;

12)-Any and all "Release of Interest" agreement(s) between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;

13)-Any Trustee agreement(s) between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and trustee(s) regarding this account or pool accounts with any GSE or other party.





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 Convention de la Haye le 5 novembre 1961





Please also send me copies, front and back, to:

- 1)-Any documentation evidencing any trust relationship regarding the Mortgage/Deed of Trust and any Note in this matter;
- 2)-Any and all document(s) establishing any Trustee of record for the Mortgage/Deed of Trust and any Note;
- 3))-Any and all document(s) establishing the date of any appointment of Trustee Mortgage/Deed of Trust and any Note, including any and all assignments or transfers or nominees of any substitute trustees(s);
- 4)-Any and all document(s) establishing any Grantor for this Mortgage/Deed of Trust and any Note;
- 5)-Any and all document(s) establishing any Grantee for this Mortgage/Deed of Trust and any Note;
- 6)-Any and all document(s) establishing any Beneficiary for this Mortgage/Deed of Trust and any Note;
- 7)-Any documentation evidencing the Mortgage/Deed of Trust is not a constructive trust or any other form of trust;
- 8)-All data, information, notations, text, figures and information contained in your mortgage servicing and accounting computer systems including, but not limited to Alltel or Fidelity CPI system, or any other similar mortgage servicing software used by you, any servicers, or sub-servicers of this mortgage account from the inception of this account to the date written above.
- 9)-All descriptions and legends of all Codes used in your mortgage servicing and accounting system so the examiners and auditors and experts retained to audit and review this mortgage account may properly conduct their work.
- 10)-All assignments, transfers, allonge, and/or other documents evidencing a transfer, sale or assignment for this mortgage, deed of trust, monetary instrument and/or other document(s); that secures payment by me/us to this obligation in this account from the inception of this account to the present date including any such assignment on MERS and what part MERS plays in your lending process/what "power(s)" MERS has to impose any jurisdictions upon this matter.
- 11)-Include all records, electronic or otherwise, of assignments of this mortgage, monetary instrument or servicing rights to this mortgage including any such assignments on MERS.
- 12)-Include all deeds in lieu, modifications to this mortgage, monetary instrument or deed of trust from the inception of this account to the present date.





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- 13)-The front and back of each and every canceled check, money order, draft, debit or credit notice issued to any servicers of this account for payment of any monthly payment, other payment, escrow charge, fee or expense on this account.
- 14)-All escrow analyses conducted on this account from the inception of this account until the date of this letter.
- 15)-The front and back of each and every canceled check, draft or debit notice issued for payment of closing costs, fees and expenses listed on any and all disclosure statements including, but not limited to, appraisal fees, inspection fees, title searches, title insurance fees, credit life insurance premiums, hazard insurance premiums, commissions, attorney fees, points, etc.
- 16)-Include front and back copies for all payment(s), receipts, checks, money orders, drafts, automatic debits and written evidence of payments made by others or me on this account.
- 17)-All letters, statements and documents sent to me by your company.
- 18)-All letters, statements and documents sent to me by agents, attorneys or representatives of your company.
- 19)-All letters, statements and documents sent to me by previous servicers, sub-servicers or others in your account file or in your control or possession or in the control or possession of any affiliate, parent company, agent, sub-servicers, servicers, attorney or other representative of your company.
- 20)-All letters, statements and documents contained in this account file or imaged by you, any servicers or sub-servicers of this mortgage from the inception of this account to the present date.
- 21)-INCLUDE all electronic transfers, assignments and sales of the note/asset, mortgage, deed of trust or other security instrument.
- 22)-All copies of property inspection reports, appraisals, BPOs and reports done on my property.
- 23)- All invoices for each charge such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense which has been charged to this mortgage account from the inception of this account to the present date.
- 24)-All checks used to pay invoices for each charge such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense which has been charged to this account from the inception of this account to the present date.
- 25)-Include all agreements, contracts and understandings with vendors that have been paid for any charge on this account from the inception of this account to the present date.
- 26)-All account servicing records, payment payoffs, payoff calculations, ARM audits, interest rate adjustments, payment records, transaction histories, account histories, accounting records,

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ledgers, and documents that relate to the accounting of this account from the inception of this account to the present date.

27)-All account servicing transaction records, ledgers, registers and similar items detailing how this account has been serviced from the inception of this account to the present date.

Further, in order to conduct the audit and review of this account, and to determine all proper amounts due, I need the following answers to questions concerning the servicing and accounting of this mortgage account from its inception to the present date. Accordingly, please provide me, in writing, the answers to the following questions:

**In regards to Account Accounting and Servicing Systems:**

1-Please identify for me each account accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of this account to the present date so that experts can decipher the data provided.

2-For each account accounting and servicing system identified by you and any sub-servicers or previous servicers from the inception of this account to the present date, please provide the name and address of the company that designed and sold the system.

3-For each account accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of this account to the present date, please provide the complete transaction code list for each system so that I, and others can adequately audit this account.

**In regards to Debits and Credits:**

1. In a spreadsheet form or in letter form in a columnar format, please detail for me each and every credit on this account from the date such credit was posted to this account as well as the date any credit was received.

2. In a spreadsheet form or in letter form in a columnar format, please detail for me each and every debit on this account from the date such debit was posted to this account as well as the date any debit was received.

3. For each debit and credit listed, please provide me with the definition for each corresponding transaction code you utilize.

4. For each transaction code, please provide the master transaction code list used by you or previous servicers.







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**In regards to Mortgage and Assignments:**

1. Has each sale, transfer or assignment of this mortgage, monetary instrument, deed of trust or any other instrument I executed to secure this debt been recorded in the county property records in the county and state in which my property is located from the inception of this account to the present date? Yes or No?
2. If not, why?
3. Is your company the servicer of this mortgage account or the holder in due course and beneficial owner of this mortgage, monetary instrument and/or deed of trust?
4. Have any sales, transfers or assignments of this mortgage, monetary instrument, deed of trust or any other instrument I executed to secure this debt been recorded in any electronic fashion such as MERS or other internal or external recording system from the inception of this account to the present date? Yes or No?
5. If yes, please detail for me the names of the seller, purchaser, assignor, assignee or any holder in due course to any right or obligation of any note, mortgage, deed of trust or security instrument I executed securing the obligation on this account that was not recorded in the county records where my property is located whether they be mortgage servicing rights or the beneficial interest in the principal and interest payments.

**In regards to Attorney Fees:**

For purposes of the questions below dealing with attorney fees, please consider attorney fees and legal fees to be one in the same.

1. Have attorney fees ever been assessed to this account from the inception of this account to the present date? Yes or No?
2. If yes, please detail each separate assessment, charge and collection of attorney fees to this account from the inception of this account to the present date and the date of such assessments to this account.
3. Have attorney fees ever been charged to this account from the inception of this account to the present date? Yes or No?
4. If yes, please detail each separate charge of attorney fees to this account from the inception of this account to the present date and the date of such assessments to this account.
5. Have attorney fees ever been collected from this account from the inception of this account to the present date? Yes or No?





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6. If yes, please detail each separate collection of attorney fees to this account from the inception of this account to the present date and the date of such assessments to this account.
7. Please provide me with the name and address of each attorney or law firm that has been paid any fees or expenses related to this account from the inception of this account to the present date.
8. Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed that authorized the assessment, charge or collection of attorney fees.
9. Please detail and list for me in writing each separate attorney fee assessed from this account and for which each corresponding payment period or month such fee was assessed from the inception of this account to the present date.
10. Please detail and list for me in writing each separate attorney fee collected from this account and for which each corresponding payment period or month such fee was collected from the inception of this account to the present date.
11. Please detail and list for me in writing any adjustments in attorney fees assessed and on what date such adjustment was made and the reason for such adjustment.
12. Please detail and list for me in writing any adjustments in attorney fees collected and on what date such adjustment was made and the reason for such adjustment.
13. Has interest been charged on any attorney fees assessed or charged to this account? Yes or No?
14. Is interest allowed to be assessed or charged on attorney fees charged or assessed to this account? Yes or No?
15. How much total in attorney fees have been assessed to this account from the inception to the present date?
16. How much total in attorney fees have been collected from this account from the inception to the present date?
17. How much total in attorney fees have been charged to this account from the inception to the present date?
18. Please send me copies of all invoices and detailed billing statements from any law firm or attorney that has billed such fees that have been assessed or collected from this account from the inception to the present date.





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**In regards to Suspense/Unapplied Accounts:**

For purposes of this section, please treat the term suspense account and unapplied account as one in the same.

1. Has there been any suspense or unapplied account transactions on this account from the inception of this account until the present date? Yes or No?
2. If yes, please explain the reason for each and every suspense transaction that occurred on this account. If no, please skip the questions in this section dealing with suspense and unapplied accounts.
3. In a spreadsheet or in letter form in a columnar format, please detail for me each and every suspense or unapplied transaction, both debits and credits that has occurred on this account from the inception of this account to the present date.

**In regards to late fees:**

For purposes of my questions below dealing with late fees, please consider the terms late fees and late charges to be one in the same.

1. Have you reported the collection of late fees on this account as interest in any statement to me or to the IRS? Yes or No?
2. Has any previous servicers or sub-servicers of this mortgage reported the collection of late fees on this account as interest in any statement to me or to the IRS? Yes or No?
3. Do you consider the payment of late fees as liquidated damages to you for not receiving payment on time? Yes or No?
4. Are late fees considered interest? Yes or No?
5. Please detail for me in writing what expenses and damages you incurred for any payment I made that was late.
6. Were any of these expenses or damages charged or assessed to this account in any other way? Yes or No?
7. If yes, please describe what expenses or damages were charged or assessed to this account.
8. Please describe for me in writing what expenses you or others undertook due to any payment I made, which was late.

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9. Please describe for me in writing what damages you or others undertook due to any payment I made, which was late.
10. Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed that authorized the assessment or collection of late fees.
11. Please detail and list for me in writing each separate late fee assessed to this account and for which corresponding payment period or month such late fee was assessed from the inception of this account to the present date.
12. Please detail and list for me in writing each separate late fee collected from this account and for which corresponding payment period or month such late fee was collected from the inception of this account to the present date.
13. Please detail and list for me in writing any adjustments in late fees assessed and on what date such adjustment was made and the reason for such adjustment.
14. Has interest been charged on any late fee assessed or charged to this account? Yes or No?
15. -Is interest allowed to be assessed or charged on late fees to this account? Yes or No?
16. Have any late charges been assessed to this account? Yes or No?
17. If yes, how much in total late charges have been assessed to this account from the inception of this account to the present date?
18. Please provide me with the exact months or payment dates you or other previous servicers or sub-servicers of this account claim I have been late with a payment from the inception of this account to the present date.
19. Have any late charges been collected on this account from the inception of this account to the present date? Yes or No?
20. If yes, how much in total late charges have been collected on this account from the inception of this account to the present date?

**In regards to Property Inspections:**

For the purpose of this section property inspection and inspection fee refer to any inspection of property by any source and any related fee or expense charged, assessed or collected for such inspection.

1. Have any property inspections been conducted on my property from the inception of this account to the present date? Yes or No?







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2. If your answer is no, you can skip the rest of the questions in this section concerning property inspections.
3. If yes, please tell me the date of each property inspection conducted on my property that is the secured interest for this mortgage, deed of trust or note.
4. Please tell me the price charged for each property inspection.
5. Please tell me the date of each property inspection.
6. Please tell me the name and address of each company and person who conducted each property inspection on my property.
7. Please tell me why property inspections were conducted on my property.
8. Please tell me how property inspections are beneficial to me.
9. Please tell me how property inspections are protective of my property.
10. Please explain to me your policy on property inspections.
11. Do you consider the payment of inspection fees as a cost of collection? Yes or No?
12. If yes, why?
13. Do you use property inspections to collect debts? Yes or No?
14. Have you used any portion of the property inspection process on my property to collect a debt or inform me of a debt, payment or obligation I owe? Yes or No?
15. If yes, please answer when and why?
16. Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed that authorized the assessment or collection of property inspection fees.
17. Have you labeled in any record or document sent to me a property inspection as a miscellaneous advance? Yes or No?
18. If yes, why?
19. Have you labeled in any record or document sent to me a property inspection as a legal fee or attorney fee? Yes or No?
20. If yes, why?





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- 21. Please detail and list for me in writing each separate inspection fee assessed to this account and for which corresponding payment period or month such fee was assessed from the inception of this account to the present date.
- 22. Please detail and list for me in writing each separate inspection fee collected from this account and for which corresponding payment period or month such fee was collected from the inception of this account to the present date.
- 23. Please detail and list for me in writing any adjustments in inspection fees assessed and on what date such adjustment was made and the reasons for such adjustment?
- 24. Please detail and list for me in writing any adjustments in inspection fees collected and on what date such adjustment was made and the reasons for such adjustment?
- 25. Has interest been charged on any inspection fees assessed or charged to this account? Yes or No?
- 26. If yes, when and how much was charged?
- 27. Is interest allowed to be charged on inspection fees charged or assessed to this account? Yes or No?
- 28. How much total in inspection fees has been assessed to this account from the inception of this account to the present date?
- 29. How much total in inspection fees has been collected on this account from the inception of this account to the present date?
- 30. Please forward to me copies of all property inspections made on my property in this mortgage account file.
- 31. Has any fee charged or assessed for property inspections been placed into an escrow account? Yes or No?

**In regards to BPO (BROKER PRICE OPTIONS) Fees:**

- 1. Have any BPOs (Broker Price Opinions) been conducted on my property? Yes or No?
- 2. If your answer is no, you can skip the rest of the questions in this section concerning BPOs.
- 3. If yes, please tell me the date of each BPO conducted on my property that is the secured interest for this mortgage, deed of trust or note.





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4. Please tell me the price of each BPO.
5. Please tell me who conducted the BPO.
6. Please tell me why BPOs were conducted on my property.
7. Please tell me how BPOs are beneficial to me.
8. Please tell me how BPOs are protective of my property.
9. Please explain your policy on BPOs.
10. Have any BPO fees been assessed to this account? Yes or No?
11. If yes, how much in total BPO fees have been charged to this account?
12. Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed that authorized the assessment, charge or collection of a BPO fee from me.
13. Please send to me copies of all BPO reports that have been done on my property.
14. Has any fee charged or assessed for a BPO been placed into an escrow account? Yes or No?

**In regards to Force-Placed Insurance:**

1. Have you placed or ordered any force-placed insurance policies on my property?
2. If yes, please tell me the date of each policy ordered or placed on my property that is the secured interest for this mortgage, deed of trust or note.
3. Please tell me the price of each policy.
4. Please tell me the agent for each policy.
5. Please tell me why each policy was placed on my property.
6. Please tell me how the policies are beneficial to me.
7. Please tell me how the policies are protective of my property.
8. Please explain to me your policy on force-placed insurance.
9. Have any force-placed insurance fees been assessed to this account? Yes or No?





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10. If yes, how much in total force-placed insurance fees have been assessed to this account?
11. Have any force-placed insurance fees been charged to this account? Yes or No?
12. If yes, how much in total force-placed insurance fees have been charged to this account?
13. Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed that authorized the assessment, charge or collection of force-placed insurance fees from me.
14. Do you have any relationship with the agent or agency that placed any policies on my property? If yes, please describe.
15. Do you have any relationship with the carrier that issued any policies on my property? If yes, please describe.
16. Has the agency or carrier you used to place a forced-placed insurance on my property provided you any service, computer system, discount on policies, commissions, rebates or any form of consideration? If yes, please describe.
17. Do you maintain a blanket insurance policy to protect your properties when customer policies have expired? Yes or No?
18. Please send to me copies of all forced-placed insurance policies that have been ordered on my property from the inception of this account to the present date.

**In regards to Servicing:**

For each of the following questions listed below, please provide me with a detailed explanation in writing that answers each question. In addition, I need the following answers to questions concerning the servicing of this account from its inception to the present date.

1. Did the originator or previous servicers of this account have any financing agreements or contracts with your company or an affiliate of your company?
2. Did the originator or previous servicers of this account have any financing agreements or contracts with your company or an affiliate of your company?
3. Did the originator or previous servicers of this account receive any compensation, fee, commission, payment, rebate or other financial consideration from your company or affiliate of your company for handling, processing, originating or administering this loan? If yes, please describe and itemize each and every form of compensation, fee, commission, payment, rebate or other financial consideration paid to the originator of this account by your company or any affiliate.







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4. Please identify for me where the originals of this entire account file are currently located and how they are being stored, kept and protected.
5. Where is the original monetary instrument or mortgage I signed located? Please describe its physical location and anyone holding this note as a custodian or trustee if applicable.
6. Where is the original deed of trust or mortgage and note I signed located? Please describe its physical location and anyone holding this note as a custodian or trustee if applicable.
7. Since the inception of this account, has there been any assignment of my monetary instrument/asset to any other party? If the answer is yes, identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignments.
8. Since the inception of this account, has there been any assignment of the deed of trust or mortgage and note to any other party? If the answer is yes, identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignments.
9. Since the inception of this account, has there been any sale or assignment of the servicing rights to this mortgage account to any other party? If the answer is yes, identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignments or sale.
10. Since the inception of this account, have any sub-servicers serviced any portion of this mortgage account? If the answer is yes, identify the names and addresses of each and every individual, party, bank, trust or entity that has sub-serviced this mortgage account.
11. Has this mortgage account been made a part of any mortgage pool since the inception of this loan? If yes, please identify for me each and every account mortgage pool that this mortgage has been a part of from the inception of this account to the present date.
12. Has each and every assignment of my asset/monetary instrument been recorded in the county land records where the property associated with this mortgage account is located?
13. Has there been any electronic assignment of this mortgage with MERS (Mortgage Electronic Registration System) or any other computer mortgage registry service or computer program? If yes, identify the name and address of each and every individual, entity, party, bank, trust or organization or servicers that have been assigned to mortgage servicing rights to this account as well as the beneficial interest to the payments of principal and interest on this loan.
14. Have there been any investors (as defined by your industry) who have participated in any mortgage-backed security, collateral mortgage obligation or other mortgage security instrument that this mortgage account has ever been a part of from the inception of this






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account to the present date? If yes, identify the name and address of each and every individual, entity, organization and/or trust.

- 15. Please identify for me the parties and their addresses to all sales contracts, servicing agreements, assignments, alonges, transfers, indemnification agreements, recourse agreements and any agreement related to this account from the inception of this account to the present date.
- 16. Please provide me with copies of all sales contracts, servicing agreements, assignments, alonges, transfers, indemnification agreements, recourse agreements and any agreement related to this account from the inception of this account to the present date.
- 17. How much was paid for this individual mortgage account by you?
- 18. If part of a mortgage pool, what was the principal balance used by you to determine payment for this individual mortgage loan?
- 19. If part of a mortgage pool, what was the percentage paid by you of the principal balance above used to determine purchase of this individual mortgage loan?
- 20. Who did you issue a check or payment to for this mortgage loan?
- 21. Please provide me with copies of the front and back of the canceled check.
- 22. Did any investor approve of the foreclosure of my property? Yes or No?
- 23. Has HUD assigned or transferred foreclosure rights to you as required by 12 USC 3754?
- 24. Please identify all persons who approved the foreclosure of my property.

Please provide me with the documents I have requested and a detailed answer to each of my questions within the lawful time frame. Upon receipt of the documents and answers, an exam and audit will be conducted that may lead to a further document request and answers to questions under an additional RESPA Qualified Written Request letter.

Copies of this Qualified Written Request, Validation of Debt, TILA and request for accounting and legal records, Dispute of Debt letter are being sent to FTC, HUD, Thrift Supervision, and all relevant state and federal regulators; and other consumer advocates; and my congressman.

It is my hope that you answer this RESPA request in accordance with law and the questions, documents and validation of debt to the penny and correct abuses or schemes uncovered and documented.





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**Default Provisions under this QUALIFIED WRITTEN REQUEST**

**YOU or any agents/employees/representatives thereto/therefore./thereof, transfers/sales/assignments, or assigns omissions for/or agreement by silence of this RESPA REQUEST via certified rebuttal of any and all points herein this RESPA REQUEST, agrees and consents to including but not limited by any violations of law and/or immediate terminate/remove any and all right, title and interest for any/all liens in Our Name(s) or any property or collateral connected to Our and/or our account(s) and waives any and all immunities or defenses in claims and or violations agreed to in this RESPA REQUEST including but not limited by any and all:**

- 1. Our right, by breach of fiduciary responsibility and fraud and misrepresentation revocation and rescinding any and all power of attorney or appointment (Lender's Name) may have or may have had in connection with any/all account(s) and any property and/or real estate connected with any/all account(s).**
- 2. Our right to have any certificated or uncertificated security re-registered in (Your Name)'s, and only (Your Name)'s name.**
- 3. Our right of collection via your liability insurance and/or bond.**
- 4. Our entitlement in filing and executing any instruments, as power of attorney for and by you/your institution and including, but not limited by a new certificated security or any security agreement perfected by filing a UCC Financing Statement with the Secretary of State in the State, where you/your headquarters are/is located.**
- 5. Our right to damages because your wrongful registration, breach of intermediary responsibility with regard to (Your Name)'s asset by your issuing to our name(s) a certified check for the original value for your purported monetary instrument.**
- 6. Our right to have any/all account(s) completely set off because you wrongful registration, breach of intermediary responsibility with regard to our monetary instrument/asset by you sending confirmation of set off of wrongful liability to our and issuing a certified check for the difference between the original value belonging to, our monetary instrument/asset and what you have mistakenly sent to you as a payment for such wrongful liability.**

**You or any transfers, agents or assigns offering a rebuttal of this RESPA REQUEST must do so in the manner of this RESPA REQUEST in accordance of and in compliance with current statutes and/or laws by signing in the capacity of a fully liable man or woman being responsible and liable under the penalty of perjury while offering direct testimony with the official capacity as appointed agent for you in accordance with your Articles of Incorporation. By Laws duly signed by a current and duly sworn under oath director(s) of such corporation/ Holding Corporation/ National Association. Any direct rebuttal with certified true and complete accompanying proof must be posted with the Notary address herein within sixty days. When no verified rebuttal of this RESPA REQUEST is made in a timely manner, a "Certificate of Non-**





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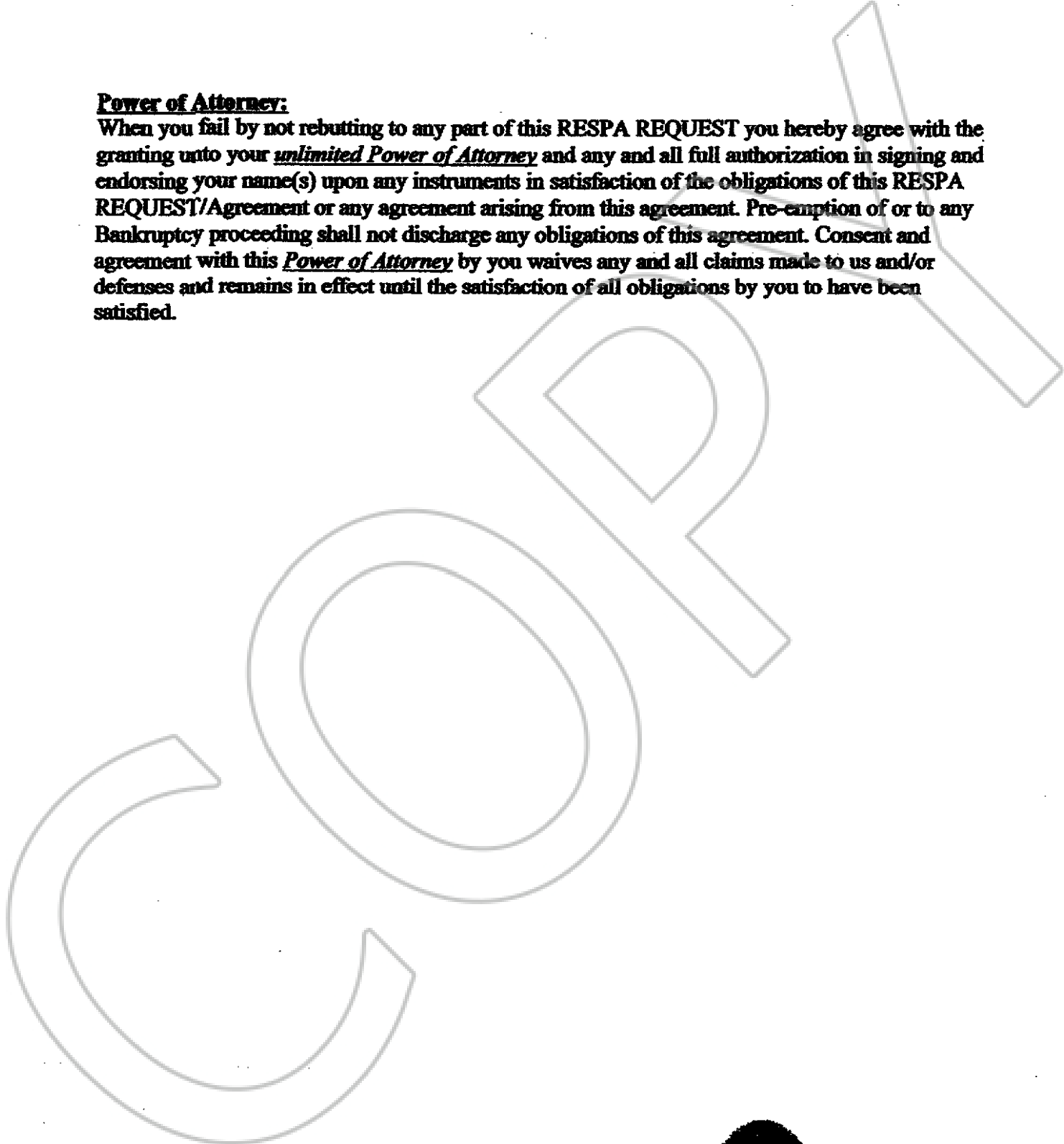




Response" serves as your judgment and consent/agreement by means of silence with any and all claims and/or violations herein-stated in the default provisions or any other law.

**Power of Attorney:**

When you fail by not rebutting to any part of this RESPA REQUEST you hereby agree with the granting unto your *unlimited Power of Attorney* and any and all full authorization in signing and endorsing your name(s) upon any instruments in satisfaction of the obligations of this RESPA REQUEST/Agreement or any agreement arising from this agreement. Pre-emption of or to any Bankruptcy proceeding shall not discharge any obligations of this agreement. Consent and agreement with this *Power of Attorney* by you waives any and all claims made to us and/or defenses and remains in effect until the satisfaction of all obligations by you to have been satisfied.







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**NOTICE PUBLIC AND PRIVATE:**

**QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT & VALIDATION OF DEBT LETTER, FOIA REQUEST and SIGNATURE REVOCATION.**

Be advised that this is a "qualified written request," DEMAND, AFFIDAVIT and Amendment in compliance with RESPA and under the DEED OF TRUST/SECURITY AGREEMENT/NOTE; created namely:

This is to inquire about the accounting and servicing of this agreement and my need for understanding and clarification of various sale, transfer, funding source, legal and beneficial ownership, charges, credits, debits, transactions, reversals, actions, payments, inception of the aforementioned loan to the present date.

To this date:

It has come to my attention that your company may have been accused of engaging in one or more predatory servicing or lending and servicing schemes. As a consumer, I am extremely troubled to know about such practices by anyone; let alone; you/your financing company or any and all interested parties. I am/we are concerned that such abuses are targeting the uneducated and uninformed/unaware consumer and disadvantaged, poor, elderly and minority Americans. Bank and/or MERS financing company or any and all interested parties. I am/we are concerned that such abuses are targeting the uneducated and uninformed/unaware consumer and disadvantaged, poor, elderly and minority Americans.

Regardless, I am/we are most concerned. This situation worries me that potential fraudulent and deceptive practices by unscrupulous brokers; sales and transfers of credit and or servicing rights; deceptive and fraudulent accounting tricks and practices may have also negatively affected my credit rating, loan account and/or the alleged debt or payments that I am currently, or may be legally obligated to.

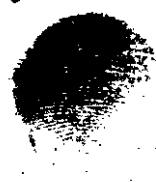
At this time, I/We hereby demand absolute forensic evidence from you of the original blue ink signature of the note to verify holder in due course of this alleged debt and or security regarding account: Original Loan # LAS012368

In the case that you do not supply me with the very security it will be a positive confirmation on your part that you never really created and owned my note. I/we also hereby

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demand that a chain of transfer from you to wherever the security is now be promptly sent to me as well. Absent of the actual evidence of the security I/we have no choice, but to dispute the validity of your ownership, funding, entitlement right, and the current debt you allege I owe. By alleged debt I am/We are referring to the principle, interest, fees, charges, or balance you claim I/We owe; the calculated monthly payment and any fees claimed to be owed by you or any trust or entity you may service or sub-service for.

To independently validate this alleged debt, I/we need you to conduct a complete forensic audit of this account from its inception through the present date. Upon receipt, refrain from reporting any negative credit information to any credit reporting agency until this matter is resolved.

I/We also request that investigation and forensic audit of this account is completed by a certified public neutral party, by sworn affidavit, from origination, to validate the alleged debt.

Previous servicers or originators records, assurances or indemnity do not constitute a full forensic audit and investigation of this account. I understand that potential abuses by you or previous services could have deceptively, wrongfully, unlawfully, and/ or illegally: 1) Increased the principal balance I/We owe; 2) decreased the proper amount applied and attributed toward principle on this account; and/ or 3) assessed, charged and/ or collected fees, expenses and miscellaneous charges I am not legally obligated to pay under this DEED OF TRUST/ SECURITY AGREEMENT/NOTE.

It is extremely urgent that you ensure that I have not been victim of such predatory and purported lending practices.

To ensure this, I am/we are authorizing a thorough review, examination, accounting and forensic audit of account by a neutral auditing, CPA, and predatory servicing or lending expert. This exam and forensic audit will review this account file from the date of initial contact, application and the origination of this account to the present date written above.

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Again this is a Qualified Written Request under the DEED OF TRUST/SECURITY AGREEMENT/ NOTE and my fiduciary will provide for me the substantial penalties and fines for non-compliance or failure to answer my questions provided in this letter within ten (10) days of its receipt.

In order to conduct the forensic audit of this loan, I/we need to have full and immediate disclosure including certified copies of all pertinent information regarding this loan. The documents, requests and answers to my questions are needed by me and others to ensure that this loan:

1. Was originated in lawful compliance with all federal and state laws, regulation including, but not limited to Title 62 of the Revised Statutes of the Fair Debt Collection Act, and other laws such as Real Estate Settlement Procedure Act 12 U.S.C. § 2601 et. seq.; that any and all sales or transfers of this account or monetary instrument, was conducted in accordance with proper laws and was a lawful sale with COMPLETE disclosure to all parties with an interest. This request requires signatures of both parties that constitute a loan. As you know, it takes two or more parties signature, meeting of the minds, and exchange of valuable consideration to create a valid contract.
2. The claimed holder in due course of the monetary instrument/title/asset/note is holding such note in compliance with statutes, State and Federal laws and is entitled to the benefits of payments.
3. All good faith and reasonable disclosures of transfers, sales, Power of Attorney, monetary instrument ownership, entitlements, full disclosure of actual funding source, terms, costs, commissions, rebates, kickbacks, fees, etc. where and still are properly disclosed to me.
4. Each servicer and/or sub servicers of this loan and or agreement has serviced this loan and or agreement in accordance with statute, law, and the terms of agreement, monetary instrument and or title.
5. This agreement and or loan account has properly been credited, debited, adjusted, amortized and charged correctly; that the principal and fees have been properly calculated and applied to this loan.
6. Any principal balance has been properly calculated, amortized and accounted for; that no charges, fees or expenses, not obligated by me in any agreement, have been charged, assessed or collected from this account.

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In order to validate this alleged debt and forensic audit this account, I/We need certified copies of all pertinent documents to be provided to me. I/We also need answers, certified in writing under penalty of perjury, to various servicing questions described below.

For each record kept on computer or in any other electronic file or format, please provide a paper copy of all information in each field or record in each computer system, program or database used by you that contains any information on this account number or my name.

As such, please send to the Notary Fiduciary: SPURRIN' L, LLC Notary Presentment Services, C/o: POB 80634 Las Vegas, Nevada [89180] non-domestic ONLY certified copies of the said ORIGINAL documents containing my/our blue wet ink signature(s)/autograph(s) and my/our right red thumb print/embossment within seven (7) days to the address above.

Also include "CERTIFIED" notarized copies from the originals:

1. Any certified or un-certified security, front and back, used for the funding of the account.
2. Any and all "Pool Agreement(s)", including account(s) you also d/b/a John Doe(s) &/or Jane Doe(s) corporations 1 through 1000 unknown and MERS and any government sponsored entity, hereinafter (GSE).
3. Any and all "Deposit Agreement(s)" regarding any "Pool Agreement" including account, you/your institution and Head of Retail Banking also d/b/a John Doe(s) &/or Jane Doe(s) corporations 1 through 1000 unknown, MERS and any GSE.
4. Any and all "Servicing Agreement(s)" between; you/your institution and/or Retail Banking also d/b/a John Doe(s) &/or Jane Doe(s) corporations 1 through 1000 unknown, MERS and any GSE.
5. Any and all "Custodial Agreement(s)" from you/your institution also d/b/a John Doe(s) &/or Jane Doe(s) corporations 1 through 1000 unknown, MERS and any GSE.
6. Any and all "Master Purchasing Agreement" between you/your institution also d/b/a John Doe(s) &/or Jane Doe(s) corporations 1 through 1000 unknown and MERS, and any GSE.
7. DEED OF TRUST/SECURITY AGREEMENT you/your institution also d/b/a John Doe(s) &/or Jane Doe(s) corporations 1 through 1000 unknown and MERS, and any GSE.
8. Any and all "Commitment to Guarantee" agreement(s) between, you/your institution also d/b/a John Doe(s) &/or Jane Doe(s) corporations 1 through 1000 unknown and MERS, and any GSE.

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- 9. Any and all "Commitment to Guarantee" agreement(s) between you/your institution also d/b/a John Doe(s) &/or Jane Doe(s) corporations 1 through 1000 unknown and MERS, and any GSE.
- 10. Any and all "Release of Document" agreement(s) between, you/your institution also d/b/a John Doe(s) &/or Jane Doe(s) corporations 1 through 1000 unknown and MERS, and any GSE.
- 11. Any and all "Master Agreement for Servicer's Principle and Interest Custodial Account" between you/your institution also d/b/a John Doe(s) &/or Jane Doe(s) corporations 1 through 1000 unknown and MERS, and any GSE.
- 12. Any and all "Servicers Escrow Custodial Account" between you/your institution also d/b/a John Doe(s) &/or Jane Doe(s) corporations 1 through 1000 unknown and MERS, and any GSE.
- 13. Any and all "Release of Interest" agreement(s) between, you/your institution also d/b/a John Doe(s) &/or Jane Doe(s) corporations 1 through 1000 unknown and MERS, and any GSE.
- 14. Any and all document(s) establishing any Grantor for this Title and any NOTE.
- 15. All assignments, transfers, allonge, or other document evidencing a transfer, sale or assignment of this loan, monetary instrument or other document that secures payment by me to this obligation in this account from the inception of this account to the present date.
- 16. The front and back of each and every canceled check, money order, draft, debit or credit notice issued to any Servicers of this account for payment of any monthly payment, other payment, late charge, fee or expense on this account.
- 17. The front and back of each and every canceled check, draft, or debit notice issued for payment of closing costs, fees and expenses listed on any and all disclosure statements(s) including, but not limited to, appraisal fees, etc.
- 18. Front and back certified copies of all payment receipts, checks, money, orders, drafts, automatic debits and written evidence of payments made by other or me on this account.
- 19. Any and all letters, statements, documents, or other correspondence sent to me by your company.
- 20. Any and all letters, statement and documents sent to me by your agents, attorneys or representatives of your company.

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21. Any and all agreements, contracts and understandings with vendors that have been paid for any charge on this account from the inception of this account to the present date.
22. Any and all account servicing records, payment payoffs, payoff calculations, payment records, transaction histories, account histories, accounting records, ledgers, and documents that relate to the accounting of this account from the inception of this account until present date.
23. Any and all account servicing transaction records, ledgers, registers and similar items detailing how this account has been serviced from the date of inception of this account until present date.
24. Any and all original documents evidencing the origination of the funds used to fund this account. Including, but not limited to, documents pertaining to MY OWN, pass-through account known as MY/OUR Social Security Number(s).


Further, in order to conduct the forensic audit and review of this account, and to determine all alleged amounts due, the following questions need to be answered concerning the servicing and accounting of this account from its inception to the present date.

#### **ACCOUNT ACCOUNTING & SERVICING SYSTEMS**

1. Identify each account accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of this account to the present date, so that these experts can decipher the data provided.
2. For each account accounting and servicing system identified by you and any sub-servicers or previous servicers from the inception of this account to the present date:
  - a. provide the name and address of the company or party that designed and sold the system,
  - b. provide the complete transaction code list for each systems so that verification of the forensic audit can be complete.

#### **DEBITS & CREDITS**

1. In a spreadsheet form or in letter form in columnar format, detail each and every
  - a. Credit on this account and the date such credit was posted to this account, as well as the date any credit was received,

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- b. Debit on this account and the date debit was posted to this account as well as the date any debit was received.
- 2. For each debit or credit listed, provide the definition for each corresponding transaction code you utilize.
- 3. For each transaction code, provide the master transaction code last used by you or previous servicers.

**LATE FEES**

For purposes of the questions below, consider the terms late fees and late charges to be one in the same.

- 1. Have you reported the collection of late fees on this account as interest in any statement to me or to the IRS? Yes or No?
- 2. Has any previous servicers or sub-servicers of this loan reported the collection of late fees on this account as interest in any statement to me or to the IRS? Yes or No?
- 3. Do you consider the payment of late fees as liquidated damages to you for not receiving payment on time? Yes or No?
- 4. Are late fees considered interest? Yes or No?
- 5. What are the expenses and damages you incurred for any payment to this account that was considered late?
- 6. Were any of these expenses or damages charged or assessed to this account in any other way? Yes or No?
  - a. If yes, describe what expenses or charges were charged or assessed to this account?
- 7. What expenses were undertaken by you or other(s) due to any late payment?
- 8. Which provision, paragraph, section or sentence of any note, or any agreement I signed authorized the assessment or collection of late fees?
- 9. Have any late fees been assessed to this account? Yes or No?
  - a. If yes, how many total late fees have been assessed to this account from inception until present date? Detail each separate late fee assessed and for which corresponding payment period or month such late fee was assessed.

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10. Have any late fees been collected on this account? Yes or No?

a. If yes, how many total late fees have been collected on this account from inception until present date? Detail each separate late fee assessed and for which corresponding payment period or month such late fee was assessed.

11. Has interest been charged on any late fee assessed or charged to this account? Yes or No?

12. Is interest allowed to be assessed or charged on late fees to this account? Yes or No?

13. Have all late charges been collected on this account from the inception of this account until present date? Yes or No?

a. If yes, how much in total late charges have been collected on this account from the inception of this account until present date?

**Power of Attorney:** When, you/your institution also d/b/a John Doe(s) &/or Jane Doe(s) corporations 1 through 1000 unknown and MERS or any other entities notice here fails by not rebutting to any part of this "Request" you/your institution also d/b/a John Doe(s) &/or Jane Doe(s) corporations 1 through 1000 unknown, and MERS or any other entities noticed here, agrees with the granting unto us unlimited Power of Attorney and any and all full authorization in signing or endorsing on behalf to you /your institution also d/b/a John Doe(s) &/or Jane Doe(s) corporations 1 through 1000 unknown MERS or any other entities noticed here including any/all named SUCCESSOR, ASSIGNS, TRANSFEREE, name upon any instrument in satisfaction of the obligation(s) of this REQUEST/Agreement or any agreement arising from this agreement. Pre-emption of or to any Bankruptcy proceedings shall not discharge any obligation(s) of this agreement. Consent and agreement with this Power of Attorney by you/your institution also d/b/a John Doe(s) &/or Jane Doe(s) corporations 1 through 1000 unknown, MERS or any other entities noticed here waives any and all claims and/or defenses and/or affirmative defenses and remains in effect until satisfaction of all obligation(s) by you/your institution also d/b/a John Doe(s) &/or Jane Doe(s) corporations 1 through 1000 unknown, MERS or any other entities noticed here has been satisfied.

**Effective immediately Buyer, Purchaser, Grantor, Trustor(s)**

I/we forever revokes, cancels, voids, and rescinds, ab initio, any and all Power of Attorney, authority or any other granted, expressed or implied with or without signatures, assigned or assigning to any parties, including, but not limited to you/your institution also d/b/a John Doe(s) &/or Jane Doe(s) corporations 1 through 1000 unknown or any other entity noticed here and namely alleged present you/your institution also d/b/a John Doe(s) &/or Jane Doe(s) corporations 1 through 1000 unknown and any appointment made by them, including all Trustee(s), Successor Trustee(s), Beneficiary(s), any and all successors, and/or substitutes. I/We do hereby revoke and

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withdraw any and all power and authority *ab initio* in the matter you/your institution also d/b/a John Doe(s) &/or Jane Doe(s) corporations 1 through 1000 unknown *Original Loan* conferred therein. **YOU ARE NO LONGER TRUSTEE(s), SUCCESSOR TRUSTEE(s) or BENEFICIARY(s). CEASE AND DESIST ALL ACTIONS OF ASSIGNMENT(s) or APPOINTMENT BY ABOVE ENTITY. CONTINUED ACTION WILL RESULT IN LEGAL ACTIONS AGAINST YOU.**

**NOTICE OF REMOVAL**

**I/We the GRANTOR(S)/TRUSTOR(S) by actual and constructive notice do hereby declare:**

**Effective immediately**, the undersigned forever removes/releases/discharges all: "Trustee(s), Successor Trustee(s), Substituted Trustee, Agent(s), Servicer(s), Assign(s), Transfer(s), known and unknown", including, you/your institution, your employee(s), agents, assignees, attorney(s), contractors and, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") PO BOX 2026, FLINT, MI 48501-2026 existing under the laws of Delaware and Florida; and, Thereby removing and terminating the same from any/all duties and forever barring/estopping the aforesaid from any further appointments or assignments originally granted or contained within the Deeds of Trusts concerned herein.

**Effective immediately**, the undersigned I/we forever Revoke/Cancel/Voids/Rescind any/all duties, appointments, or assignments originally granted by Revocation of Power of Attorney, Authority, or otherwise granted/granting, and/or signs/signatures, assigned/assigning to any party(ies) including the alleged lender and successors, known and unknown including but not limited to: you and MERS, addresses named above; Thereby removing and terminating the same from any/all duties and forever barring/estopping the aforesaid of any further appointments of any/all "TRUSTEE(S)", "SUCCESSOR TRUSTEE(S)", "SUBSTITUTES", or "BENEFICIARY(S)".

**LET IT BE KNOWN:**

All the above named "Trustee, Successor Trustee(s), Beneficiary(s)", or Assigns, Substitutes, known or unknown in clauses 1 and 2 above, are hereby directed to immediately **CEASE and DESIST** any further actions through said appointments/assignments granted in or from any/all *Deed of Trust* records **ANY/ALL** such continued or further action by **ANY** of the above named parties may result in legal actions against you/them.

**Be it further known**, that I/we the GRANTOR(S)/TRUSTOR(S): do hereby declare that: **Effective immediately**, all duty(s) and benefit(s) of "Trustee" and "Beneficiary" as set forth in original Deed of Trust, are hereby reassigned by Quitclaim to us to act as the Trustee(s) and/or beneficiary\*(s).

**ACTUAL AND CONSTRUCTIVE NOTICE:**

All trustee(s), Successor Trustee(s), and Beneficiary(s) named in Deed of Trust as Trustor(s) from above and Deed of Trust Records are, hereby removed/released/dismissed of all duties, expressed or implied, effective immediately. The aforesaid trustee(s), Successor Trustee(s), and Beneficiary(s) are expressly directed to **CEASE and DESIST** any further duties/actions of said appointment(s), or assignment(s) including debt collections and any foreclosure actions under any number. Any continued actions of any nature against the property described above may result in legal actions being taken.

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**NOTICE: Settle All account(s)/Clear All Credit Report(s)**

***Notice to Agent is Notice to Principal  
Notice to Principal is Notice to Agent***

This is to inform you of pending legal action based on the commercial slander created by your false publication of a "credit report" for us a true living being created by God. The false report by your company is causing irreparable injury to us a living beings and you/your/his/her/their business concerns in the public and/or private. You know as well as I/we, that the "credit report" is based on the creditor's ability to collect a "repayment" for credit issued by the creditor upon the signature of an authorized representative, in this case us as living beings created by God; you the creditors already have payment in the form of a promissory note on the original contract(s), and have the signature form us living being(s) on all issues of credit to the merchants. The "credit report" only reflects the "repayment scheme" run by the credit card companies and banks in an effort to steal equity from the card users.

Please note that I/we hereby rescind, revoke, abi initio all signatures any and all Power of Attorney on any and all document(s), papers, credit slip, vouchers, promissory notes and any and all other forms of required signature/validation.

In any event your company is in breach of fiduciary responsibility in this matter for failure to "verify" any and all reports coming in/on/for; us, God' a living beings, under the Fair Dept Reporting Act. Your failure to verify, and the consequent slanderous "credit report" which you publish to the public is an injury to either/both/and/or us God's living creations and gives rise to a suit for libel in Admiralty. This serves as a fair warning to remove the any/all not only the above purported lender listed above in the RE: but, any/and all other derogatory items from the credit report for I/we/us a living beings immediately.

Remove these items off of the credit report within ten (10) days of receipt of this letter. If more time is needed you must request it in a timely manner not to exceed three days (3) exclusive of this notice The \*\*\*case precedent is the Cleopatra Haslip case; where plaintiff was awarded 4 times punitive and 200 times compensatory for conversion.

In the event that I/We obtain another "credit report" for me/us living beings and find the above listed items still in slander, it will signal to me/us your tacit agreement for me/us to prosecute you for libel in the admiralty venue.

**PUBLIC NOTICE: Copyright is in place. No TRESPASSING PERMITTED**

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Signed: *[Signature]* Date: 09/02/10  
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**NOTICE: FULL RECONVEYANCE**

The **TRUST DEED** released by this instrument is as follows:  
**TRUSTOR(S): Original named in RE: SUCCESSOR IN INTEREST TO GRANTOR**, if any: NONE  
**BENEFICIARY: "MERS" Mortgage Electronic Registration Systems, Inc.**

**SUCCESSOR:**  
**GRANTOR: Orlando Griego©**  
**TRUSTOR: Orlando Griego©**  
**TRUSTEE: Orlando Griego©**  
**BENEFICIARY: Orlando Griego©**  
**EFFECTIVE: Immediately as of August 26, 2010**

This Full Reconveyance secured by said **TRUST DEED** has been fully **SATISFIED** by fraudulent predatory banking/lending practices.  
**VALIDATE any/all PAYMENT(s).**

This Full Reconveyance was satisfied, which also satisfied the lien and any return of any/all money(s), that was/were held by you or any/all lender(s), any/all title company(s)/LLC(s) /Corps, Escrow Agency(s), JOHN DOE(s) 1-100, JANE DOE(s) 1-100, XYZ CORPORATIONS 1-100 INC. /MERS and SUCCESSOR(S). Property is currently held in Grantor's possession without further obligation.

No written objection to the execution or re-recording in the matter concerning this release and Reconveyance has been received from any/all entitled parties after Due Notice being mailed. The **TRUST DEED** set forth herein is **FULLY RELEASED** and **SATISFIED**. The **PROPERTY DESCRIPTION** is listed under the commonly known as the above address stated.

*Notice to Agent is Notice to Principal  
Notice to Principal is Notice to Agent*

**NOTICE: NEW Trustee and Beneficiary assignment/s effective immediately:**

The **TRUSTOR(S)/GRANTOR(S)** do/does hereby give reference to the Deed of Trust drawn and executed by the original Trustor(s)/Grantor(s)/Creator(s) with further reference given to the real property described in the RE: notice. Reference.

**GRANTOR(S)/TRUSTOR(S): by actual and constructive declaration does hereby declare:**

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1. **Effective immediately:** the undersigned forever removes/releases/discharges *ab initio* all Trustee(s), Successor Trustee(s), Substituted Trustee(s), Agent(s), Servicer(s), Assign(s), Transfer(s), or the like, known and unknown, including, but not limited to you and "MERS" existing under the laws of Delaware; and thereby removing and terminating the same from any/all duties and forever barring/stopping the aforementioned from any further appointments or assignments, etc. originally granted or contained within the Deed of Trust concerned herein.
  
2. **Effective immediately:** the undersigned, me/us forever revokes/cancels/voids/rescinds *ab initio* any /all duties, appointments, assignments or the like originally granted by power of attorney, authority, or otherwise granted/granting, and/or signs/signatures, assigned/assigning to any party(s) including the alleged lender and successors, known and unknown, including, but not limited to you and "MERS" any/all JOHN DOE(s) 1-100, JANE DOE(s) 1-100, XYZ CORPORATIONS 1-100 INC./MERS and SUCCESSOR(S).; thereby removing and terminating the same from any/all duties and forever barring/stopping the aforesaid of any further appointments of any/all Trustee(s), Successor Trustee(s), Substituted Trustee(s), Agent(s), Servicer(s), Assign(s), Transfer(s), or the like.

**LET IT BE KNOWN**

All above named Trustee(s), Successor Trustee(s), Substituted Trustee(s), Agent(s), Servicer(s), Assign(s), Transfer(s), or the like, known or unknown in clauses 1 and 2 (above) are hereby directed to immediately **CEASE and DESIST** any further actions through the duty(s), appointment(s), assignment(s) or the like granted in or from record/recording to/in association with ANY/ALL such continued executions, foreclosure efforts, attempts to take said property into your custodianship or further action by you or ANY/ALL instructed, contracted, employees, agents, attorneys acting upon your behalf including any/all the above named parties will result in legal actions against them. Any Judge choosing to preside against me/us may result in our request for a RICO investigation.

**Be it further known.** GRANTOR(S)/TRUSTOR(S) do hereby quitclaim all aforementioned duty(s) and benefit(s) of Trustee and Beneficiary regarding Original Deed of Trust Record to the TRUSTOR(S)/GRANTOR(S) immediately.

Original TRUSTOR(S)/GRANTOR(S) is/are acting not only as the Trustor(s) but forevermore accept the duty and responsibility(s) as the new Trustee and forevermore will act as Beneficiary.

**ACTUAL AND CONSTRUCTIVE NOTICE**

All above named Trustee(s), Successor Trustee(s), Substituted Trustee(s), Agent(s), Servicer(s), Assign(s), Transfer(s), or the like, known or unknown in clauses 1 and 2 (above) are hereby directed to immediately **CEASE and DESIST** any further actions through the duty(s), appointment(s), assignment(s) or the like granted in or from record, on or near January 08, 2007. ANY such continued or further action by ANY of the above named parties will result in legal actions against them.

**PUBLIC NOTICE: Copyright is in place. No TRESPASSING PERMITTED.**

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Signature: [Handwritten Signature] Date: 09/02/10  
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**NOTICE: CEASE AND DESIST**

***Notice to Agent is Notice to Principal  
Notice to Principal is Notice to Agent***

**IT IS HEREBY:** served to the following parties: This serves as Public Notice and/or Private Notice: New Trustee and New Beneficiary named to serve and/or act immediately

**TRUSTOR/GRANTOR IS HEREBY FOREVERMORE THE TRUSTEE**

**TRUSTOR/GRANTOR IS HEREBY FOREVERMORE THE BENEFICIARY**

And as the **FORMER PROPRIETED LENDER, YOU, ITS SUCCESSORS AND/OR ITS ASSIGNMENTS, ANY/ALL FEDERAL AGENCY(S)** and their directives, your attorney(s), employees, agents, debt collection agencies, credit bureaus any/all **JOHN DOE(s) 1-100, JANE DOE(s) 1-100, XYZ CORPORATIONS 1-1000 (Alleged Lender)(s)** any/all directives on your behalf hereinafter:

**YOU ARE HEREBY COMMANDED to "CEASE AND DESIST" any/all actions immediately in regards to Deed of Trust for said property described in the legal description as by the RECORDERS OFFICE, RECORD in said STATE.**

**DEMAND IS NOW AND FOREVER MADE**

Any and all records, assets, and items belonging to said Trust are here by demanded to be turned over to the Trustor(s)/Grantor(s) immediately, Any and all monies received for and on behalf of the Trust are to be immediately surrendered to the new trustee to include any monies received by sale of such Preliminary Note Number/ Original Loan signed by and tendered and to the agent for the AGENCY(s) **JOHN DOE 1-1000, JANE DOE 1-1000, XYZ CORPORATIONS 1-1000.**

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date  
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**NOTICE:  
REVOCATION - POWER OF ATTORNEY  
RESCIND any/all Signatures/Autographs  
NOTICE: OWNERSHIP DECLARATION**

Know all men by these presents that:

**Orlando Griego©**

I/we am/are, living human beings created only by God; do hereby take by purchase with the payment of my labor, the proceeds from my labor, and twenty one (21) dollars of silver, lawful money for the United States, the USA, the US of A, the US any/all existing US CORPORATION(S) a/k/a any/all JOHN DOE(S) 1-1000, JANE DOE(S) 1-1000, any/all XYZ CORPORATIONS 1-1000 known and unknown to adhere to my/our true God given rights as the only owners to the said above described real property.

To be my/our private property in sole ownership.

**Affirmed**

*[Handwritten signature]* @





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**REVISED GRANT DEED**

**THIS GRANT DEED IS TO REVISE DOCUMENT RECORDED INSTRUMENT at THE RECORDERS OFFICE in said county in said state as stated above.**

Computed on full value of property conveyed, AND FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, by all concerned to include: lender(s)/financier(s)/banker(s)/assignees/assignments.

**QUITCLAIM DEED**

**NOTICE: CHANGE**

**By/for: GRANTOR(S)/TRUSTOR(S)/TRUSTEE(S)/BENEFICIARY(S)**

The property legally described as: **LOT TEN (10) IN BLOCK ONE (1) OF VALLEY WEST VII, PHASE III, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 23 OF PLATS, PAGE 28, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.**

Also known as: 4996 Leota Court Las Vegas, Nevada [89103] non-domestic/near 89103 United States of America

Parcel ID Number: 163-13-712-027 CLARK COUNTY NEVADA

Clark County Recording Number: 20070711-0004722

Recorder July 11, 2007 by Debbie Conway, Clark County Nevada Recorder

**FOR VALUABLE CONSIDERATION, the TRUSTOR(S)/TRUSTEE(S)/BENEFICIARY(S), receipt to which is hereby acknowledged: the TRUSTOR(S) does/do hereby REMISE, RELEASE, GRANT, AND FOREVER QUITCLAIM to:**

**Orlando Griego©**

The real property, which lies within the land boundaries for the existing lands commonly known as the United States of America (USA/US/THE US CORP) described above.

See also Exhibit "A" attached hereto, as this QUITCLAIM DEED evidences the sole purpose for Notice: Change in Trustee and Beneficiary appointments ONLY.

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**ATTACHMENT/EXHIBIT "A"**

**GRANTOR(S)/TRUSTOR(S): DECLARATION(S)**

Orlando Griego, Authorized Representative/COPYRIGHT OWNER/Creditor to/Security Agreement holder to:

ORLANDO GRIEGOC, debtor

**Effective immediately**, the undersigned Trustor(s)/grantor(s); forevermore removes/releases/discharges all: "Trustee(s), Successor Trustee(s), Substituted Trustee, Agent(s), Servicer(s), Assign(s), Transfer(s), known and unknown", including; you the alleged original lender a/k/a d/b/a John Doe(s) &/or Jane Doe(s) corporations 1 through 1000 unknown and unknown including, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") P.O. BOX 2026, FLINT, MI 48501-2026 existing under the laws of Delaware, and; thereby removing and terminating the same ab initio from any/all duties and forever barring/estoppel the aforesaid from any further appointments or assignments originally granted or contained within the Deeds of Trusts concerned herein.

1. **Effective immediately**, the undersigned Trustor(s)/Grantor(s) forever Revokes/Cancels/Voids/Rescinds ab initio any/all duties, appointments, or assignments originally granted by Revocation: Power of Attorney, Authority, or otherwise granted/granting, and/or signs/signatures, assigned/assigning to any party(s) including the alleged lender and successors, known and unknown including but not limited to you, but also any/all d/b/a John Doe(s) &/or Jane Doe(s) corporations 1 through 1000 unknown, including any/all XYZ Corporations including MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") P.O. BOX 2026, FLINT, MI 48501. Thereby removing and terminating ab initio the same from any/all duties and forever barring/estoppel the aforesaid of any further appointments of any/all "TRUSTEE(S)", "SUCCESSOR TRUSTEE(S)", "SUBSTITUTES", or "BENEFICIARY(S)".

**LET IT BE KNOWN**

All above named "Trustee, Successor Trustee(s), Beneficiary(s)", or Assigns, Substitutes, known or unknown in clauses 1 and 2 above, are hereby directed to immediately CEASE and DESIST any further actions through said appointments/assignments granted in or from Record. ANY such continued or further action by ANY/ALL the above named parties will result in legal actions against them/with possible actions resulting in an International Commercial Lien.

**Be it further known**, GRANTOR(S)/TRUSTOR(S): do hereby QUITCLAIM all aforementioned duty(s) and benefit(s) of "Trustee" and "Beneficiary" regarding original Deed of Trust Record and to act as; Trustors, Trustees, Beneficiaries forevermore.

**SUCCESSOR is: Orlando Griego effective August 26, 2010:**

**Named as: Trustor/Trustee/Beneficiary now and forever is: Orlando Griego**

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## Master Tenancy Agreement

This Master Tenancy Agreement lays out a an opportunity for me/us Orlando Griego©; who bears the God fearing and Good family name of the family as was, is and will always be known, as Griego© to be granted permission to take shelter, live at, use and dwell lawfully outside of the fiction known as United Kingdom and upon the land commonly known as England.

All, claim of rights are a usufruct, and brought forth peacefully and with good will for the benefit of Her Majesty Queen of England and ALL inclusive of my Good self, friends and guests, that I may take shelter, live at, use and dwell within flat;

**Legal description: LOT TEN (10) IN BLOCK ONE (1) OF VALLEY WEST VII, PHASE III, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 23 OF PLATS, PAGE 28, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.**

**Also known as: 4996 Leota Court Las Vegas, Nevada [89103] non-domestic near 89103 USA d/b/a a/k/s United States of America Corporation, a Delaware & a Puerto Rico Corporation(s).**

I/we being of sound mind, and aware and being in control of all my faculties. Claiming the right to life within the sole jurisdiction of common law. A man has a usufruct to use peacefully and with goodwill any and all upon the face of the earth, even when claimed by another, interested party, De Facto or otherwise. I, declare that permission may be granted by her most gracious highness Her Majesty, Elizabeth Regina, Queen of England, for the benefit of Her Good self and Her subject.

1. Whereas; I am, of the understanding that Johnnie L. Smith and Barbara C. Smith, who bears the Good family name of the family Smith offers the claimant the opportunity to grant usufruct.
2. Whereas; I am/we are, of the understanding, that both the claimants, may be subject to contract by this legally binding document upon their agreement.
3. Whereas; I am/we are, of the understanding that terms and conditions may be brought into the contract for the perusal of both parties.
4. Whereas; I am/we are, of the understanding that the said terms and conditions will followed with goodwill and in trust.
5. Whereas; I am/we are, of the understanding that in the Holy Book called the Holy Bible, King James version, it is written in, *Genesis 1:26* "And God said, Let us make man in our image, after our likeness: and let them have dominion over the fish of the sea, and over the fowl of the air, and over the cattle, and over all the earth, and over every creeping thing that creepeth upon the earth." And, by this statement of God to man, that I do, indeed, have a place to be upon earth.

I/we, now bring forth the terms and conditions for those, that serve me to follow for the benefit of Her Majesty, my guests, and my good self:

### Terms & Conditions

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1. That, those that serve me, in full, and in advance of my use, shall pay all utilities.
2. That, by those that serve me, all taxes shall be paid, in full, and in advance for each seven-year period, in advance and of the present.
3. That, by those that serve me, all repair work and maintenance shall be paid in full, and in advance upon my instruction, or where and when necessary, as and when such repair work or maintenance shall seem to be done, paid for and completed to my satisfaction.
4. That, by those that serve me, any and all furnishings, electrical or for the comfort of my Good self, is paid for, by those that serve me, in full, and in advance upon my instruction.
5. That, those that serve me shall administer any required licenses, and paid, in full, and in advance, upon my instruction.
6. That, by those that serve me, all windows, where reasonably accessed shall be cleaned and the action shall be paid for in full and in advance.
7. That, by those that serve me, shall see to it that all rent is paid to the landlord who has title of the property, in full and in advance up to and including a seven-year period.
8. That, by those that serve me, all painting, decoration and fixings shall be maintained, repaired or replaced to match the theme of my idea of comfortable home living, and to be paid for in full and in advance.
9. That, by those that serve me, an automobile of my choice be granted so that I may journey freely to and from the above non-domestic place of living and dwelling, for convenience.
10. That, by those that serve me, all costs of automobile, including any taxes, maintenance, repair, tires and fuel, to be paid for in full and in advance of my use, by way of an account pre-set-up with an establishment(s) of my choice, as and when I choose, is activated.
11. That, by those that serve me, all food stuffs and such, that I may eat good wholesome food, is to be paid for in full and in advance of my purchase, by way of a pre-set-up account of my choosing, as and when I choose to do so, at varying establishments.
12. That, by those that serve me, any and all changes or alteration to the interior design, be granted and is paid for in full and in advance with my instruction.
13. That, by those that serve me, that worker's of a professional cleaning establishment may be allowed to cross the threshold to carry out cleaning actions, whenever necessary, and that these activities are to be paid for in full and in advance, with a pre-set-up account.

I/we, reserve the right to alter, change or however it may seem fit to redesign this document for the benefit of Her Majesty the Queen of England and also for the benefit of my Good self. From that benefit, I/we do declare that Her Majesty recognizes me as a friend and grants me the permission, under and as a usufruct, to be one of her Loyal Notary Publics, Commissioner of Oaths, or Civil Notary, that I/we may bear witness and attest to any documents worthy of Her attention and that I/we may receive a Great Seal; so I may lawfully and legally carry out my duties peacefully and with goodwill, both for the benefit of Her Majesty and for the benefit of ALL as well as my Good self

Very Truly Yours,

The Right Honorable David Cameron MP  
Minister of State

By: Orlando Griego © from the [unclear] and Good family clan known as Griego ©

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