

James D. Gilson (5472)
J. Tayler Fox (12092)
Callister Nebeker & McCullough
10 East South Temple, Suite 900
Salt Lake City, Utah 84133
Telephone: (801) 530-7300
Facsimile: (801) 364-9127
jgilson@cnmlaw.com
jtfox@cnmlaw.com
Attorneys for Intervenor JP Morgan Chase Bank, N.A.

**UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH
CENTRAL DIVISION**

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

vs.

NATIONAL NOTE OF UTAH, LC, a
Utah Limited Liability Company and
WAYNE LaMAR PALMER, an
individual,

Defendants.

**MOTION AND MEMORANDUM TO
INTERVENE TO LIFT INJUNCTION
AGAINST REAL PROPERTY
COLLATERAL OF JPMORGAN
CHASE BANK, N.A.**

Case No. 2:12-CV-591 BSJ

Judge Bruce S. Jenkins

JP Morgan Chase Bank, N.A. (“Chase”), a non-party to this case, pursuant to Fed.R.Civ.Pro. 24(a)(2), hereby moves the Court to allow it to intervene as a matter of right in this matter to lift the injunction against real property located at 8816 South 2240 West, West Jordan, Utah 84088 (the “Property”) that is under the control of the Receiver, and in which Chase has recorded deeds of trust. In the unlikely event that the Property sells at foreclosure for greater than the amount that Chase is owed on its secured Loans (including any exemption that

the Palmers may be entitled to), the excess proceeds will be turned over to the Receiver for the benefit of the receivership estate. The Receiver's counsel has represented to Chase's undersigned counsel that the Receiver does not oppose this Motion.

STATEMENT OF FACTS

1. On June 25, 2012, this case was commenced by the Securities and Exchange Commission (the "SEC") against Defendants National Note of Utah, LC ("NNU") and Wayne LaMar Palmer ("Palmer") (collectively, the "Receivership Defendants") (Docket #1; Complaint). In conjunction therewith, the Court entered an *Order Appointing Receiver and Staying Litigation* (the "Receivership Order"), which appointed R. Wayne Klein as receiver (the "Receiver") (Docket #9).

2. Pursuant to the Receivership Order, all of Palmer's assets were placed in the Receiver's control.

3. The Receivership Order also enjoined all actions with respect to property of the receivership estate. (*Id.* at ¶ 3, 29, 32-34.)

4. On October 20, 2004, Palmer obtained two loans from Wilmington Finance, Inc. ("Wilmington") in the respective amounts of \$240,000 and \$60,000 (the "Loans").

5. The Loans are secured by Deeds of Trust on the Property, which were recorded in Salt Lake County, State of Utah on October 26, 2004, as Entry Nos. 9207346 and 9207347 ("Trust Deeds") (copies attached hereto as **Exhibits A and B**).

6. On January 8, 2013 Wilmington assigned the Trust Deeds to Chase by Corporate Assignments of Deed of Trust filed with the Salt Lake County Recorder on April 19, 2013 as Entry Nos. 11642848 and 11622395 (copies attached hereto as **Exhibits C and D**).

7. Palmer has since defaulted on the Loans by failing to make his monthly mortgage payments.

8. As of September 2014 the outstanding balances of the Loans were \$270,301.74 and \$70,048.57 respectively, for a total of \$340,350.31, not including attorneys' fees and costs. (Copies of the loan payoff balances are attached hereto at **Exhibit E & F**).

9. The 2014 valuation of the Property by Salt Lake County Assessor's Office is \$250,700 (copy at **Exhibit G**). Therefore, there is no equity in the Property. Instead, the outstanding balances of Chase's loans exceed the value of the Property by over \$90,000.

ARGUMENT

Chase has a right to intervene in this matter to protect its property interests under Fed.R.Civ.Pro.24(a)(2), which provides:

Intervention of Right. On timely motion, the court must permit anyone to intervene who:

...

(2) claims an interest relating to the property or transaction that is the subject of the action, and is so situated that disposing of the action may as a practical matter impair or impede the movant's ability to protect its interest, unless existing parties adequately represent that interest.

Due to Palmer's failure to make payments under the Loans, Chase seeks to lift the injunction on the Property so that it may pursue its foreclosure remedies under its Trust Deeds. "It is generally recognized 'that the district court has broad powers and wide discretion to determine...relief in an equity receivership.' " *S.E.C. v. Vescor Capital Corp.*, 599 F.3d 1189, 1194 (10th Cir. 2010). Typically, courts consider the following four factors when deciding to lift an injunction: (1) whether the movant will suffer substantial injury if not permitted to proceed; (2) if the receiver has had sufficient time to organize and understand the assets under his control;

(3) whether the movant's interest in the enjoined property has merit; and (4) the interests of the parties. *See S.E.C. v. Wencke*, 742 F.2d 1230, 1231 (9th Cir. 1984). Chase satisfies each of these factors.

First, Chase will suffer substantial injury if the injunction is not lifted because the Loans are in default and Chase cannot presently pursue its remedies under the Trust Deeds. Second, this case has been pending now for more than two years, and the Receiver has had adequate time to review and understand the assets of the Receiver Estate. The Receiver has also indicated to Chase's counsel that he does not oppose a lifting of the injunction respecting the Property. Third, Chase has a secured interest in the Property; its Trust Deeds are valid and recorded. Finally, the balances of Chase's Loans exceed the value of the Property. Therefore, there is no equity in the Property for use by the Receivership Estate.

CONCLUSION

Based upon the foregoing, Chase respectfully requests that it be allowed to intervene in this matter and that the injunction be lifted respecting the Property so that Chase may pursue its foreclosure remedies under its Trust Deeds. A proposed order in this regard is filed concurrently herewith for the Court's consideration.

Dated: September 24, 2014.

CALLISTER NEBEKER & MCCULLOUGH

By: /s/ James D. Gilson

James D. Gilson

J. Tayler Fox

Attorneys for JP Morgan Chase Bank, N.A.

CERTIFICATE OF SERVICE

I hereby certify that on September 24, 2014, a true and correct copy of the foregoing
**MOTION AND MEMORANDUM TO LIFT INJUNCTION ON REAL PROPERTY
COLLATERAL OF JPMORGAN CHASE BANK, N.A.** was served by ECF notification to
all counsel of record in this matter, including on the following:

Daniel J. Wadley
Paul N. Feindt
Alison J. Okinaka
SECURITIES AND EXCHANGE COMMISSION
Attorneys for Plaintiff Securities and Exchange Commission

Peggy Hunt
Chris Martinez
Jeffrey M. Armington
DORSEY & WHITNEY LLP
Attorneys for Court-Appointed Receiver R. Wayne Klein

Served VIA U.S. MAIL:

Wayne L. Palmer
8816 S. 2240 W.
West Jordan, UT 84088

/s/ James D. Gilson

EXHIBIT A

9207346

Return To:
Wilmington Finance, a division of AIG Federal Savings Bank
401 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462

Prepared By:
Wilmington Finance Inc. - Region 8
2920 N Green Valley Pkwy Ste 511, Sunset
Henderson, NV 89014

9207346
10/26/2004 03:03 PM \$38.00
Book - 9052 Pg - 9658-9672
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
BY: ZJM, DEPUTY - WI 15 P.

[Space Above This Line For Recording Data]

DEED OF TRUST

Loan Number: L04100550

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated October 20, 2004 together with all Riders to this document.

(B) "Borrower" is

WAYNE L. PALMER AND CHRISTY A. PALMER, HUSBAND AND WIFE AS JOINT TENANTS

Borrower is the trustor under this Security Instrument.

(C) "Lender" is

Wilmington Finance, a division of AIG Federal Savings Bank
Lender is a Federal Savings Bank
organized and existing under the laws of United States of America

UTAH Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3045 1/01

VMP -6(UT) (0005)

Page 1 of 16

VMP MORTGAGE FORMS - (800) 521-7281

DDS-UT2

[Signature]
Initials

CTC 36102



BK 9052 PG 9658

Lender's address is 401 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462
Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is

LANDMARK TITLE COMPANY

(E) "Note" means the promissory note signed by Borrower and dated October 20, 2004
The Note states that Borrower owes Lender Two Hundred Forty Thousand & 00/100

Dollars

(U.S. \$240,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than November 01, 2034

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

(G) "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.

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

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

(I) "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.

(J) "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.

(K) "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.

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

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

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

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

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard

to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "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

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

County of SALT LAKE :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LOT 208, THE LINKS AT MOUNTAIN VIEW SUBDIVISION, PHASE 2, ACCORDING TO
THE OFFICIAL PLAT THEREOF, FILED IN BOOK "94-5" OF PLATS AT PAGE 124 OF
THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER.

Tax Serial Number: 27-04-227-008
8816 SOUTH 2240 WEST
WEST JORDAN
("Property Address"):

which currently has the address of

[Street]
[City], Utah 84088- [Zip Code]

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

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

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

Initials: 

currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

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

in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

Initials: 

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. 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 sums secured by this Security Instrument, whether or not then due, with

Initials: 

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable



attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Initials


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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

If the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an event of default and of the election to cause the Property to be sold and shall record such notice in each county in which any part of the Property is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. In the event Borrower does not cure the default within the period then prescribed by Applicable Law, Trustee shall give public notice of the 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 (but subject to any statutory right of Borrower to direct the order in which the Property, if consisting of several known lots or parcels, shall be sold). Trustee may in accordance with Applicable Law, 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 or to the county clerk of the county in which the sale took place.

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 recordation 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.

initials 

STATE OF UTAH,


SALT LAKE

County ss:

The foregoing instrument was subscribed and sworn to and acknowledged before me this
October 21, 2004 by WAYNE L. PALMER AND CHRISTY A. PALMER

My Commission Expires: 4/12/05





Notary Public
Residing at: SLC, UT 11

EXHIBIT B

9207347

9207347
 10/26/2004 03:04 PM \$22.00
 Book - 9052 Pg - 9673-9679
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 LANDMARK TITLE
 BY: ZJM, DEPUTY - WI 7 P.

WHEN RECORDED MAIL TO:

Wilmington Finance,
 a division of AIG Federal Savings Bank
 401 Plymouth Road, Suite 400
 Plymouth Meeting, PA 19462

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Tax Serial Number: 27-04-227-008

DEED OF TRUST

Loan Number: L04100552

THIS DEED OF TRUST is made this 20th day of October, 2004, among
 the Trustor,
 WAYNE L. PALMER AND CHRISTY A. PALMER, HUSBAND AND WIFE AS JOINT
 TENANTS

(herein "Borrower"),
 LANDMARK TITLE COMPANY

(herein "Trustee"), and the Beneficiary,

Wilmington Finance, a division of AIG Federal Savings Bank

existing under the laws of
 401 Plymouth Road, Suite 400
 Plymouth Meeting, PA 19462
 (herein "Lender").

United States of America

, a corporation organized and
 , whose address is

BORROWER, in consideration of the indebtedness herein recited and the trust herein created,
 irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property

UTAH - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

VMP-76(UT) (0208)

Page 1 of 7

DOS-UTB

VMP MORTGAGE FORMS - (800)521-7337

Form 3845

Initials: *[Signature]*

LTC36102-B



BK 9052 PG 9673

located in the County of SALT LAKE, State of Utah;
 LOT 208, THE LINKS AT MOUNTAIN VIEW SUBDIVISION, PHASE 2, ACCORDING TO
 THE OFFICIAL PLAT THEREOF, FILED IN BOOK 94-5 OF PLATS AT PAGE 124 OF
 THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER.

which has the address of 8816 SOUTH 2240 WEST [Street],
WEST JORDAN [City], Utah 84088- [Zip Code]
 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property";

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated October 20, 2004 and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$ 60,000.00, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 01, 2019; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

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

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of

this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

5. Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

INITIALS 

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

10. 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 Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.

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 delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender, prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust 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 breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

If the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an event of default and of the election to cause the Property to be sold and shall record such notice in each county in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be 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 such order as Trustee may determine. 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 Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold 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 reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto or to the county clerk of the county in which the sale took place.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to five days before sale of Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

20. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

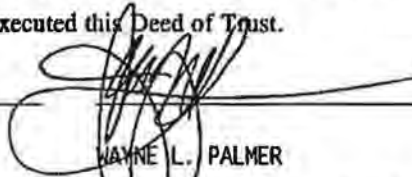
21. Substitute Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

22. Request for Notices. Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address which is the Property Address.

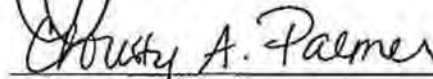
**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.


WAYNE L. PALMER

(Seal)
-Borrower


CHRISTY A. PALMER

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

STATE OF UTAH,


SALT LAKE

County ss:

The foregoing instrument was subscribed and sworn to and acknowledged before me this
October 21, 2004 by WAYNE L. PALMER AND CHRISTY A. PALMER

My Commission Expires: 4/12/05





Notary Public
Residing at: SLC, UTT

EXHIBIT C

11642848
05/16/2013 01:00 PM \$16.00
Book - 10139 Pg - 397-398
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
NATIONWIDE TITLE CLEARING
2100 ALT 19 NORTH
PALM HARBOR FL 34683
BY: EAP, DEPUTY - MA 2 P.

Loan #: 0019288885

When Recorded Return To:
JPMorgan Chase Bank, NA
C/O NTC 2100 ALT 19 North
Palm Harbor, FL 34683



CORPORATE ASSIGNMENT OF DEED OF TRUST

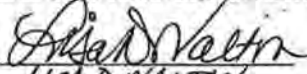
Contact JPMORGAN CHASE BANK, N.A. for this instrument 780 Kansas Lane, Suite A, Monroe, LA 71203, telephone # (866) 756-8747, which is responsible for receiving payments.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, WILMINGTON FINANCE, A DIVISION OF AIG FEDERAL SAVINGS BANK, whose address is, 42 E GERMANTOWN PIKE, EAST NORRITON, PA, 19401, ASSIGNOR, by these presents does convey, grant, assign, transfer and set over the described Deed of Trust with all interest secured thereby, all liens, and any rights due or to become due thereon to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, WHOSE ADDRESS IS 700 Kansas Lane, MC 8000, MONROE, LA 71203 (866)756-8747, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE).

Said Deed of Trust is dated 10/20/2004, executed by WAYNE L. PALMER AND CHRISTY A. PALMER to WILMINGTON FINANCE, A DIVISION OF AIG FEDERAL SAVINGS BANK, in the amount of \$240,000.00 and recorded on 10/26/2004, in Book 9052, Page 9658, and/or Instrument # 9207346, in the office of the Recorder of SALT LAKE County, Utah.

LOT 208, THE LINKS AT MOUNTAIN VIEW SUBDIVISION, PHASE 2, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK "94.5" OF PLATS AT PAGE 124 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER.
27-04-227-008

IN WITNESS WHEREOF, this Assignment is executed on 01 / 18 /2013 (MM/DD/YYYY).
WILMINGTON FINANCE, A DIVISION OF AIG FEDERAL SAVINGS BANK

By: 
LISA D. WALTON
VICE PRESIDENT

JPCAS 18728527 -@ CHASE T1813014013 [C] FRMUT1



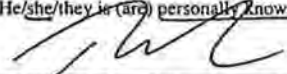
18728527

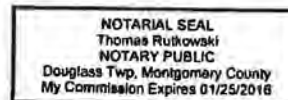
Loan #: 0019288885



STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On 01 / 18 / 2013 (MM/DD/YYYY), before me, Thomas Rutkowski, the undersigned officer, personally appeared LISA D. WALTON, who acknowledged himself/herself to be the VICE PRESIDENT of WILMINGTON FINANCE, A DIVISION OF AIG FEDERAL SAVINGS BANK, and that he/she, as such VICE PRESIDENT, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the entity by himself/herself as VICE PRESIDENT. He/she/they is (are) personally known to me.


Thomas Rutkowski
Notary Public - State of PENNSYLVANIA
Commission expires: 01/25/2016



Document Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

JPCAS 18728527 -@ CHASE T1813014013 [C] FRMUT1



18728527

EXHIBIT D

11622395

04/19/2013 03:09 PM \$16.00

Book - 10129 Pg - 4332-4333

GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

NATIONWIDE TITLE CLEARING

BY: LDT, DEPUTY - MA 2 P.

Loan #: 0019288893

When Recorded Return To:
JPMorgan Chase Bank, NA
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683



CORPORATE ASSIGNMENT OF DEED OF TRUST

Contact JPMORGAN CHASE BANK, N.A. for this instrument 780 Kansas Lane, Suite A, Monroe, LA 71203, telephone # (866) 756-8747, which is responsible for receiving payments.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, WILMINGTON FINANCE, A DIVISION OF AIG FEDERAL SAVINGS BANK, whose address is, 42 E GERMANTOWN PIKE, EAST NORRITON, PA, 19401, ASSIGNOR, by these presents does convey, grant, assign, transfer and set over the described Deed of Trust with all interest secured thereby, all liens, and any rights due or to become due thereon to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, WHOSE ADDRESS IS 700 Kansas Lane, MC 8000, MONROE, LA 71203 (866)756-8747, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE).

Said Deed of Trust is dated 10/20/2004, executed by WAYNE L. PALMER AND CHRISTY A. PALMER to WILMINGTON FINANCE, A DIVISION OF AIG FEDERAL SAVINGS BANK, in the amount of \$60,000.00 and recorded on 10/26/2004, in Book 9052, Page 9673, and/or Instrument # 9207347, in the office of the Recorder of SALT LAKE County, Utah.

LOT 208, THE LINKS AT MOUNTAIN VIEW SUBDIVISION, PHASE 2, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 94.5 OF PLATS AT PAGE 124 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER.

27-04-227-008

IN WITNESS WHEREOF, this Assignment is executed on 01/08 /2013 (MM/DD/YYYY).
WILMINGTON FINANCE, A DIVISION OF AIG FEDERAL SAVINGS BANK

By:
LISA D. WALTON
VICE PRESIDENT

JPCAS 18728528 -@ CHASE T0313015016 [C] FRMUT1



18728528

Loan #: 0019288893



STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On 01/08/2013 (MM/DD/YYYY), before me, Thomas Rutkowski the undersigned officer, personally appeared LISA D. WALTON, who acknowledged himself/herself to be the VICE PRESIDENT of WILMINGTON FINANCE, A DIVISION OF AIG FEDERAL SAVINGS BANK, and that he/she as such VICE PRESIDENT, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the entity by himself/herself as VICE PRESIDENT. He/she/they is (are) personally known to me.

Thomas Rutkowski
Notary Public - State of PENNSYLVANIA
Commission expires: 01/25/2016

NOTARIAL SEAL
Thomas Rutkowski
NOTARY PUBLIC
Douglas Twp, Montgomery County
My Commission Expires 01/25/2016

Document Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

JPCAS 18728528 -@ CHASE T0313015016 [C] FRMUT1



18728528

EXHIBIT E

Chase
PO Box 183222
Columbus, OH 43218-183222



**Payoff
Quote Generated
13:08:15**

Friday, September 12, 2014

WAYNE L PALMER

8816 S 2240 W
WEST JORDAN, UT 84088

Payoff Quote

Account: 19288885
Property Address: 8816 S 2240 W
WEST JORDAN, UT 84088

Dear Mortgagor(s):

JPMorgan Chase Bank, N.A. is writing in response to your request for a payoff quote for the account referenced above.

The total amount due* to pay off this Loan is \$270,301.74, which is good through 10-09-14. If the Good Through Date falls on a holiday or a non-working day, payments will be treated as timely if made on the next working day. Below is an itemization of this amount:

Payoff Quote		
Unpaid Principal Balance		\$228,916.60
Deferred Principal Balance		\$0.00
Interest Per Diem**		\$39.98
Interest Due From	6/1/12	\$34,411.20
Pro Rata MIP/PMI		\$0.00
Escrow Advance Balance		\$4,058.95
Restricted Escrow Balance		\$0.00
Buydown Subsidy/Replacement Reserve Balance		\$0.00
HUD Subsidy Balance		\$0.00
CR Life / Original Fee Rebate		\$0.00
Prepayment Penalty		\$0.00
Late Charges		\$640.72
Monthly Late Charge Amount	\$80.09	
NSF (Insufficient Funds)		\$0.00
Other Fees***		\$0.00
Recording Fee		\$10.00
Demand Fee		\$0.00
Suspense		\$0.00
Corporate Advances***		\$2,264.27
Incurred Attorney Fees		\$0.00
Incurred Attorney Costs		\$0.00
Subtotal	10/09/14	\$270,301.74
Estimated Escrow Advances		\$0.00
Estimated Attorney Fees		\$0.00
Estimated Attorney Costs		\$0.00
Total Estimated Amounts		\$0.00
Total Payoff Amount Good through	10/09/14	
Total Payoff Amount*		270,301.74

*This loan payoff statement shows the total amount you owe. However, some amounts may not have to be paid for the lien to be released. Please call us at 800-848-9380 for details or 800-582-0542 for TTY services.

**If the loan is a Federal Housing Administration loan, the interest is monthly, not per diem.

*****Other Fees and Corporate Advances include those amounts assessed in accordance with your loan documents, and/or permitted by applicable law, or that were authorized for services rendered. If you need additional information regarding any of these amounts, please call us at one of the telephone numbers listed above.**

If you're sending funds by wire transfer, we must receive the full payoff amount before 6 p.m. Eastern Time for current day processing. Payoff funds should be sent by wire transfer to:

Please send the payoff amount via wire transfer to:

JPMorgan Chase Bank, N.A.
Account: 323553729
ABA Routing Number: 021000021
Account Name: Chase Payoff Wire Account
OBI Text: (enter loan number in OBI text field)
Attention: Payoff Processing

Please be sure that the wire description includes the Chase account number, the name of the borrower(s), the property address, and the agent's contact information.

You may also send the payoff amount in the form of certified funds. No personal checks will be accepted.

Please send certified funds to:

Chase
Attention Payoff Processing
Mail Code: OH4-7115
3415 Vision Drive
Columbus, OH 43219-6009

* For CEM/CO-OP use Mail Code: OH4-2222

Please return a copy of this letter in its entirety along with your payment.

Payments cannot be made at Chase branches. Please refer to the address above for payment information or call us if you have any questions.

We value you as a customer and want to ensure your continued satisfaction.

Chase
877-838-1882 Ext. 52195
800-582-0542 TTY

PAYOFF QUOTE DISCLOSURES

1) If the closing date changes, you should promptly contact our office to request a new payoff quote.

2) The above figures are subject to final verification upon receipt of the payoff remittance by Chase. Notwithstanding the "good through" date provided in this payoff quote, if the Loan is in default, all default-related processes, including but not limited to foreclosure sale, will continue, and all fees and costs incurred after the issuance of this payoff quote will continue to be assessed until the Loan is paid in full. If you cannot pay the amount specified in this letter, please call us at 800-848-9380 to discuss possible alternatives. If you are paying off your loan as a result of a natural disaster, please call us at 800-848-9136 to see if we can offer you assistance.

3) All checks that have been tendered to Chase in satisfaction of monthly payments must have cleared the payor's bank. Do not place a stop payment on checks previously mailed to Chase or cancel automatic mortgage payments by Chase prior to payment in full. If your loan has not been referred to foreclosure and in accordance with the loan documents, a late charge fee will be assessed at the close of business at the end of the grace period. If your payment is not received prior to the expiration of the grace period, such late charge will be added to the total amount due on the loan. You may call 800-548-7912 to ascertain the late charge amount.

4) If the payoff remittance is insufficient to pay the total amount secured by the security instrument, the payoff funds will be returned with a new quote.

5) Disbursements of all escrowed items (e.g. hazard, flood and PMI insurance, taxes, etc.) will be paid from escrow as normally scheduled (up to the date payoff funds are received). It is the responsibility of the borrower and their closing agent (if applicable) to obtain a refund should a double payment of taxes or insurance occur. If you require confirmation of any recent escrow disbursements, please call (800) 548-7912. Any escrow balance or overpayment remaining in the account will be refunded to you. We will not accept or process escrow assignments.

6) You understand and agree that if Chase receives and processes a payoff and subsequently is requested to return such payoff funds, due to loan rescission or for any other reason, unless prohibited by law, Chase reserves the right to charge **the title company or lender requesting such return** a fee of \$1,000 to compensate it for its time and costs incurred with reboarding the loan onto the system.

7) **Minnesota and Massachusetts properties:** If this quote was ordered to sell your Property, please forward the supporting documentation of the sale to Chase or fax to 877-271-0378. Please include this quote page as the lead page. Please note that the supporting documentation will only be reviewed if faxed to the number above.

IMPORTANT LEGAL INFORMATION

We are attempting to collect a debt, and any information obtained will be used for that purpose.

We may report information about your account to consumer reporting agencies. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation.

[CA LOANS ONLY]{The California Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission toll-free at 877-FTC-HELP; 877-382-4357 or www.ftc.gov. }

[WV LOANS ONLY]{Your Note and Security Instrument may preclude the recovery of attorney's fees, and consistent with state law, Chase otherwise limits the recovery of certain fees from West Virginia customers as a result of default. If you have questions regarding any amounts, please call us at 877-838-1882 ext. 52195 or 800-582-0542 TTY. }

DQ600

EXHIBIT F

Chase
PO Box 183222
Columbus, OH 43218-183222



**Payoff
Quote Generated
13:06:51**

Friday, September 12, 2014

WAYNE L PALMER

8816 S 2240 W
WEST JORDAN, UT 84088

Payoff Quote

Account: 19288893
Property Address: 8816 S 2240 W
WEST JORDAN, UT 84088

Dear Mortgagor(s):

JPMorgan Chase Bank, N.A. is writing in response to your request for a payoff quote for the account referenced above.

The total amount due* to pay off this Loan is \$70,048.57, which is good through 10-09-14. If the Good Through Date falls on a holiday or a non-working day, payments will be treated as timely if made on the next working day. Below is an itemization of this amount:

Payoff Quote		
Unpaid Principal Balance		\$56,368.20
Deferred Principal Balance		\$0.00
Interest Per Diem**		\$15.43
Interest Due From	6/1/12	\$13,278.41
Pro Rata MIP/PMI		\$0.00
Escrow Advance Balance		\$0.00
Restricted Escrow Balance		\$0.00
Buydown Subsidy/Replacement Reserve Balance		\$0.00
HUD Subsidy Balance		\$0.00
CR Life / Original Fee Rebate		\$0.00
Prepayment Penalty		\$0.00
Late Charges		\$157.86
Monthly Late Charge Amount	\$26.31	
NSF (Insufficient Funds)		\$0.00
Other Fees***		\$0.00
Recording Fee		\$10.00
Demand Fee		\$0.00
Suspense		\$0.00
Corporate Advances***		\$234.10
Incurred Attorney Fees		\$0.00
Incurred Attorney Costs		\$0.00
Subtotal	10/09/14	\$70,048.57
Estimated Escrow Advances		\$0.00
Estimated Attorney Fees		\$0.00
Estimated Attorney Costs		\$0.00
Total Estimated Amounts		\$0.00
Total Payoff Amount Good through	10/09/14	
Total Payoff Amount*		70,048.57

*This loan payoff statement shows the total amount you owe. However, some amounts may not have to be paid for the lien to be released. Please call us at 800-848-9380 for details or 800-582-0542 for TTY services.

***If the loan is a Federal Housing Administration loan, the interest is monthly, not per diem.*

****Other Fees and Corporate Advances include those amounts assessed in accordance with your loan documents, and/or permitted by applicable law, or that were authorized for services rendered. If you need additional information regarding any of these amounts, please call us at one of the telephone numbers listed above.*

If you're sending funds by wire transfer, we must receive the full payoff amount before 6 p.m. Eastern Time for current day processing. Payoff funds should be sent by wire transfer to:

Please send the payoff amount via wire transfer to:

JPMorgan Chase Bank, N.A.
Account: 323553729
ABA Routing Number: 021000021
Account Name: Chase Payoff Wire Account
OBI Text: (enter loan number in OBI text field)
Attention: Payoff Processing

Please be sure that the wire description includes the Chase account number, the name of the borrower(s), the property address, and the agent's contact information.

You may also send the payoff amount in the form of certified funds. No personal checks will be accepted.

Please send certified funds to:

Chase
Attention Payoff Processing
Mail Code: OH4-7115
3415 Vision Drive
Columbus, OH 43219-6009

** For CEM/CO-OP use Mail Code: OH4-2222*

Please return a copy of this letter in its entirety along with your payment.

Payments cannot be made at Chase branches. Please refer to the address above for payment information or call us if you have any questions.

We value you as a customer and want to ensure your continued satisfaction.

Chase
877-838-1882 Ext. 52195
800-582-0542 TTY

PAYOFF QUOTE DISCLOSURES

- 1) If the closing date changes, you should promptly contact our office to request a new payoff quote.
- 2) The above figures are subject to final verification upon receipt of the payoff remittance by Chase. Notwithstanding the "good through" date provided in this payoff quote, if the Loan is in default, all default-related processes, including but not limited to foreclosure sale, will continue, and all fees and costs incurred after the issuance of this payoff quote will continue to be assessed until the Loan is paid in full. If you cannot pay the amount specified in this letter, please call us at 800-848-9380 to discuss possible alternatives. If you are paying off your loan as a result of a natural disaster, please call us at 800-848-9136 to see if we can offer you assistance.
- 3) All checks that have been tendered to Chase in satisfaction of monthly payments must have cleared the payor's bank. Do not place a stop payment on checks previously mailed to Chase or cancel automatic mortgage payments by Chase prior to payment in full. If your loan has not been referred to foreclosure and in accordance with the loan documents, a late charge fee will be assessed at the close of business at the end of the grace period. If your payment is not received prior to the expiration of the grace period, such late charge will be added to the total amount due on the loan. You may call 800-548-7912 to ascertain the late charge amount.

4) If the payoff remittance is insufficient to pay the total amount secured by the security instrument, the payoff funds will be returned with a new quote.

5) Disbursements of all escrowed items (e.g. hazard, flood and PMI insurance, taxes, etc.) will be paid from escrow as normally scheduled (up to the date payoff funds are received). It is the responsibility of the borrower and their closing agent (if applicable) to obtain a refund should a double payment of taxes or insurance occur. If you require confirmation of any recent escrow disbursements, please call (800) 548-7912. Any escrow balance or overpayment remaining in the account will be refunded to you. We will not accept or process escrow assignments.

6) You understand and agree that if Chase receives and processes a payoff and subsequently is requested to return such payoff funds, due to loan rescission or for any other reason, unless prohibited by law, Chase reserves the right to charge **the title company or lender requesting such return** a fee of \$1,000 to compensate it for its time and costs incurred with reboarding the loan onto the system.

7) **Minnesota and Massachusetts properties:** If this quote was ordered to sell your Property, please forward the supporting documentation of the sale to Chase or fax to 877-271-0378. Please include this quote page as the lead page. Please note that the supporting documentation will only be reviewed if faxed to the number above.

IMPORTANT LEGAL INFORMATION

We are attempting to collect a debt, and any information obtained will be used for that purpose.

We may report information about your account to consumer reporting agencies. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation.

[CA LOANS ONLY] {The California Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission toll-free at 877-FTC-HELP; 877-382-4357 or www.ftc.gov.}

[WV LOANS ONLY] {Your Note and Security Instrument may preclude the recovery of attorney's fees, and consistent with state law, Chase otherwise limits the recovery of certain fees from West Virginia customers as a result of default. If you have questions regarding any amounts, please call us at 877-838-1882 ext. 52195 or 800-582-0542 TTY.}

EXHIBIT G



[Personal Property](#) [Departments](#) [SLCo Offices](#) [Links](#) [Forms](#) [Maps](#) [Data](#) [Values](#)

LEGAL DESG.

SKETCH

Parcel Value Summary

Salt Lake County Assessor's Office 2001 South State Street N2300, Salt Lake City, Utah 84190 385-468-8000

[Click here for Parcel Characteristics](#) [Search Again?](#)

[Printer Version](#)

Parcel 27-04-227-008-0000
 Owner PALMER, CHRISTY A; TR ET AL
 Address 8816 S 2240
 Total Acreage 0.30
 Above Ground sqft 2428
 Property Type 111 - SNGL FAM RES
 Tax District 37
 Average Neighborhood Sale \$ 227,930
 Maximum Neighborhood Sale \$ 379,900
 Minimum Neighborhood Sale \$ 85,500
 Average Above Ground Sqft 1,608

Value History

Record	Land Value	Building Value	Market Value	Tax Rate
2014	\$ 98,200	\$ 154,500	\$ 250,700	not set
2013 1	\$ 88,600	\$ 146,800	\$ 235,400	.0145200
2012 1	\$ 84,900	\$ 144,500	\$ 229,400	.0143730
2011 1	\$ 86,700	\$ 194,600	\$ 281,300	.0136000
2010 1	\$ 88,800	\$ 200,900	\$ 290,500	.0126700
2009 1	\$ 91,500	\$ 200,800	\$ 292,300	.0131270

More Details

+ LAND
 + RESIDENCE/CONDO
 + COMMERCIAL
 + DETACHED STRUCTURE

SHOW ALL
 COLLAPSE ALL
 + MAP

This page shows the assessor's CAMA data, as it was, on May 22, 2014.

Resource Links

[Parcel Characteristics](#)
[Tax Information](#)
[Property Type Search](#)
[Interactive Parcel Map](#)
[Neighborhood Values](#)
[Adjoining Values](#)

PARCEL SEARCH

Parcel ID search

Address search

Street Number Dir. Street Name Street Type

[SL COUNTY HOME](#) [IMPORTANT DATES](#) [FAQ](#) [CONTACT](#) [SITE MAP](#) [HOME](#)

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