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OCT 18 2010  
CENTRAL DISTRICT OF CALIFORNIA  
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7 MARGARET CARSWELL

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CENTRAL DISTRICT OF CALIFORNIA  
BY MARGARET CARSWELL, DEPUTY

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

8	MARGARET CARSWELL,	)	No. CV10- 5152 GW (PLAx)
9		)	<b>FIRST AMENDED COMPLAINT</b>
12	Plaintiff,	)	
13	v.	)	1) Wrongful Foreclosure
14	JP MORGAN CHASE BANK N.A.,	)	2) Violation of Cal Civ Code §2923.5
15	CALIFORNIA RECONVEYANCE	)	3) Unjust Enrichment
16	CO., and DOES 1-150, inclusive,	)	4) RESPA and TILA Violations
17	Defendants.	)	5) No Contract
18		)	6) Fraud and Concealment
19		)	7) Quiet Title
20		)	8) Declaratory and Injunctive Relief
21		)	9) Slander of Title
22		)	10) Intentional Infliction of Emotional
23		)	Distress
24		)	
25		)	Jury Trial Requested

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<b>PLAINTIFF'S EXHIBITS</b>	<b>ERROR! BOOKMARK NOT DEFINED.</b>

1 **INTRODUCTION**

2 It was the biggest financial bubble in history. During the first decade of this  
3 century, banks abandoned underwriting practices and caused a frenzy of real estate  
4 speculation by issuing predatory loans that ultimately lowered property values in  
5 the United States by 30-50%. Banks reaped the harvest. Kerry Killinger, CEO of  
6 Washington Mutual, took home more than \$100 million during the seven years that  
7 he steered WaMu into the ground. Banks issued millions of predatory loans  
8 knowing that the borrowers would default and lose their homes. As a direct,  
9 foreseeable, proximate result, 15 million families are now in danger of foreclosure.  
10 If the legions of dispossessed homeowners cannot present their grievances in the  
11 courts of this great nation, their only recourse will be the streets.

12 **PARTIES AND JURISDICTION**

13 1. Plaintiff MARGARET L. CARSWELL is the owner of a single-family  
14 residence located at 845 Sea Ranch Drive, Santa Barbara, California, APN 047-  
15 103-04-00, acquired by Grant Deed dated October 15, 1992 (“the Property”). The  
16 legal description is:

17 Lot 44 of Campanil Hills, Unit No. Two, in the City of Santa Barbara,  
18 County of Santa Barbara, State of California, as shown on Map filed in  
19 Book 74, Pages 17, 18, and 19 of Maps, in the office of the County  
20 Recorder of said County.

21 2. Defendant JP MORGAN CHASE BANK, NATIONAL ASSOCIATION,  
22 (“Chase”), a New York corporation licensed to do business in California, is an  
23 acquirer of certain assets and liabilities of WAMU from the Federal Deposit  
24 Insurance Corporation (“FDIC”) acting as receiver, and Chase claims to be the  
25 note holder, beneficiary, or servicer for investment trusts of a loan which is the  
26 subject of this complaint.

27 3. Defendant CALIFORNIA RECONVEYANCE COMPANY (“CRC”) is  
28 a California corporation named as Trustee on a Deed of Trust (“DOT”) describing

1 the Property recorded in Santa Barbara County on December 28, 2006.

2 4. Defendants Does 1-150, inclusive, are sued under fictitious names. When  
3 their true names and capacities are known, Plaintiff will amend this complaint and  
4 insert their names and capacities. Plaintiff is informed and believes and thereon  
5 alleges that each of these fictitiously named defendants claims some right, title,  
6 estate, lien, or interest in the residence adverse to Plaintiff's title and their claims  
7 constitute a cloud on Plaintiff's title to the property, or participated in unlawful or  
8 fraudulent acts that resulted in injury to Plaintiff's person or property.

9 5. There is diversity of citizenship between Plaintiff and Defendant Chase,  
10 and the matter in controversy exceeds, exclusive of interest and costs, the sum of  
11 \$75,000. This court has jurisdiction of the action pursuant to 28 U.S.C. 1332(a).  
12 This Court has jurisdiction over the subject matter of this complaint under 28 USC  
13 §§1331 and 1337 because it involves a federal question regarding interpretation  
14 and proper application of the Real Estate Settlement Procedures Act, 12 USC 2601  
15 et seq. Declaratory relief is authorized under 28 U.S.C. 2210.

16 **JURY TRIAL DEMAND**

17 6. Plaintiff requests a jury trial on all issues.

18 **CLAIM FOR RELIEF**

19 7. Plaintiff brings this action against JPMorgan Chase Bank, NA ("Chase"),  
20 California Reconveyance Company ("CRC"), and Does 1 – 150 for attempting to  
21 sell the Property at a trustee's sale and deprive Plaintiff of her residence without  
22 any lawful claim to the Property.

23 **BACKGROUND FACTS**

24 8. Plaintiff refinanced the Property in 2006. Plaintiff's loan application was  
25 submitted to Washington Mutual Bank ("WaMu") in early December 2006 by  
26 ROBERT WALDMAN, a mortgage broker.

27 9. Plaintiff signed the mortgage documents on December 20, 2006 at her  
28 home alone with BRUCE CUSTER a notary public. She was not given an

1 opportunity to review the documents. After she signed, the notary took all the  
2 documents and told Plaintiff that WaMu or Alliance Title Company would forward  
3 the finalized documents to her. Plaintiff never received any documents from  
4 WaMu or Alliance, including disclosures required by the Truth in Lending Act and  
5 Notice of Right to Cancel.

6 10. When Plaintiff finally received a copy of her loan application from  
7 Chase in November 2009, she discovered that the application stated her income to  
8 be \$50,300.00 per month and her "business," a nonprofit entity she had formed  
9 called Earth First Construction, to have a net worth of \$1,000,000. Plaintiff did not  
10 provide these fictitious figures to the broker or bank.

11 11. Plaintiff is named as Trustor on the DOT acknowledged by Notary  
12 Public Bruce James Custer on December 20, 2006, which was recorded in Santa  
13 Barbara County on December 28, 2006. Washington Mutual Bank is identified on  
14 the DOT as "the lender" and "the beneficiary under this security agreement."  
15 Plaintiff has not received notice that WaMu's beneficial interest has been  
16 transferred to Chase.

17 12. WaMu securitized Plaintiff's single-family residential mortgage loan  
18 through Washington Mutual Mortgage Securities Corp., evidenced by Supplement  
19 to Prospectus dated January 11, 2007, WaMu Mortgage Pass-Through Certificates,  
20 Series 2007-OA1 Trust. Plaintiff is informed and believes that the trust was  
21 terminated on October 15, 2010, and that the lawful beneficiary has been paid in  
22 full.

23 13. On April 1, 2010, Defendant CRC recorded a Notice of Default  
24 ("NOD") describing the Property with instructions that Plaintiff contact  
25 JPMORGAN CHASE BANK, NATIONAL ASSOCIATION to stop the  
26 foreclosure (Exhibit 4)

27 14. A "Declaration of Compliance (Cal Civil Code Section 2923.5(b))"  
28 attached to the NOD was signed by Clement J. Durkin, with no job title. It

1 described JPMorgan Chase Bank, National Association, as "The undersigned  
2 mortgagee, beneficiary or authorized agent." Nowhere else has Chase's role been  
3 described in the papers on which Chase claims the right to sell the Property. On  
4 July 1, 2010, Defendant CRC recorded a Notice of Trustee's Sale ("NOTS") stating  
5 that the Property would be sold at public auction on July 22, 2010 (Exhibit 6). The  
6 NOTS included a declaration of compliance with Cal. Civil Code 2923.5 bearing  
7 the computer-generated "signature" of Deborah Brignac.

8 **FIRST CAUSE OF ACTION – WRONGFUL FORECLOSURE**

9 15. Plaintiff re-alleges and incorporates by reference the allegations  
10 contained in paragraphs 1 through 14.

11 16. After WaMu originated the loan, it transferred all beneficial interest in  
12 the loan through Washington Mutual Mortgage Securities Corp., evidenced by  
13 Prospectus Supplement to Prospectus dated January 11, 2007, WaMu Mortgage  
14 Pass-Through Certificates, Series 2007-OA1 Trust. All subsequent holders of the  
15 Note took possession subject to all claims and defenses that Plaintiff has against  
16 WaMu. WaMu retained no beneficial interest in the loan that could be transferred  
17 to Chase in a Purchase and Assumption Agreement dated September 25, 2008. On  
18 September 1, 2009, Deborah Brignac, Vice President of Chase, Vice President of  
19 CRC, and "robo-signer" whose name and variant signatures have attested to the  
20 truth of facts recited in declarations and affidavits in hundreds of thousands of  
21 foreclosures, executed an Assignment of Deed of Trust granting to Bank of  
22 America all beneficial interest in Plaintiff's Deed of Trust, "together with the note  
23 or notes therein described and secured thereby, the money due or to become due  
24 thereon, with interest, and all rights accrued or to accrue under said Deed of  
25 Trust..." (Exhibit 2)

26 17. Neither WaMu, CRC, Chase, nor anyone else has recorded a transfer of  
27 a beneficial interest in the Note or any other interest in the Property to Chase. If  
28 Chase is a beneficiary, CRC has breached its fiduciary duty to Plaintiff under the

1 DOT by not recording the alleged transfer of the beneficial interest and/or  
2 servicing duty from WaMu to Chase, by not indicating on the Notice of Default  
3 that Chase is the alleged beneficiary, and by not recording a substitution of trustee  
4 indicating that commencing on September 25, 2008, it was a trustee for Chase  
5 rather than WaMu. Paragraph 24 of the DOT states:

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

17 18. Chase does not have standing to enforce the Note because Chase is not  
18 the owner of the Note, Chase is not a holder of the Note, and Chase is not a  
19 beneficiary under the Note. Only a noteholder or beneficiary under the DOT has  
20 the capacity to exercise a power of sale. Chase does not claim to be a holder of the  
21 note or a beneficiary. Chase merely describes itself as a servicer in the Notice of  
22 Trustee's Sale. If Chase can prove that it is a servicer, as it asserts without  
23 disclosing any document as proof, Chase cannot foreclose on Plaintiff's property  
24 without joining the owner of the note because Chase is not a real party in interest.  
25 An action must be prosecuted in the name of the real party in interest under Fed.  
26 Rule Civ Proc. 17.

27 19. Plaintiff is informed and believes that Chase does not have standing to  
28 sell Plaintiff's property because Chase is not the holder of the Note. Chase did not



1 pay any consideration to Plaintiff evidenced by a promissory note and cannot  
2 produce a promissory note endorsed to Chase. Chase does not own the loan and  
3 cannot identify the owner of the loan. Chase did not purchase the loan when it took  
4 over WaMu in September 2008.

5 **SECOND CAUSE OF ACTION – VIOLATION OF CAL CIV CODE §2923.5**

6 20. Plaintiff re-alleges and incorporates by reference the allegations  
7 contained in paragraphs 1 through 19.

8 21. Defendants commenced foreclosure of the Property by recording a  
9 Notice of Default in the Santa Barbara Recorder's Office on April 1, 2010.  
10 Attached to the NOD was a Declaration of Compliance with Cal. Civil Code  
11 §2923.5 signed under penalty of perjury by Clement J. Durkin on behalf of Chase  
12 on 3/26/2010 (Exhibit 4).

13 22. Plaintiff is informed and believes that declarant Clement Durkin did not  
14 have personal knowledge of the matters described in his declaration, which  
15 purported to describe attempts by Chase to contact Plaintiff as required by  
16 §2923.5. The NOD must include a declaration from one of three entities showing  
17 that it contacted the borrower or tried with due diligence to contact the borrower.

18 23. On October 1, 2010, California Attorney General Jerry Brown sent a  
19 letter to Chasen (Exhibit 10) and ordered Chase to halt all foreclosures in  
20 California. A copy of the letter is posted on the Attorney General's website. Mr.  
21 Brown wrote:

22 The Office of the Attorney General writes to demand that JP Morgan  
23 Chase demonstrate immediately that it conducts foreclosures in compliance  
24 with California Civil Code, section 2923.5 or, if it cannot, halt all  
25 foreclosures in California until it can.

26 Section 2923.5, subdivision (b) provides that a lender may not record a  
27 notice of default in California for a California mortgage originated between  
28 January 1, 2003 and December 31, 2007, unless it can declare that it "has



1 contacted the borrower, has tried with due diligence to contact the  
2 borrower as required by this section, or that no contact was required  
3 pursuant to subdivision (h)."

4 JP Morgan Chase has now admitted that employees assigned to handling  
5 foreclosures signed affidavits without first personally reviewing the  
6 contents of borrowers' loan files. Thus, borrowers suffered the foreclosure  
7 of their homes based on affidavits which JP Morgan Chase had not  
8 confirmed to be accurate. This admission strongly suggests that any  
9 purported verification by JP Morgan Chase that it complied with section  
10 2923.5 before commencing a foreclosure in California is similarly suspect.

11 ///

12 24. On October 8, 2010, the Attorney General called on all lenders in  
13 California to halt foreclosing on California homes until they can demonstrate that  
14 compliance with state law.

15 25. Foreclosures have been suspended by state attorneys general in most  
16 states based on testimony of employees of Chase, Ally (GMAC), Bank of America  
17 and other banks that declarations and affidavits were manufactured to commence  
18 foreclosures that were not based on the personal knowledge of the "robo-signers,"  
19 whose names and signatures appeared on the foreclosure documents without the  
20 declarants possessing any personal knowledge of the matters stated therein. State  
21 Attorneys General are filling the void left by federal officials who have neglected  
22 to address systemic abuses of nationally chartered banks over the past ten years.

23 26. The declaration of Clement Durkin attached to the NOD (Exhibit 4)  
24 does not meet the requirements of Civil Code §2923.5, and so the foreclosure of  
25 Plaintiff's property is illegal under California law and must be enjoined.

26 **THIRD CAUSE OF ACTION - UNJUST ENRICHMENT**

27 27. Plaintiff re-alleges and incorporates by reference the allegations  
28 contained in paragraphs 1 through 26.

1 28. Chase has no interest in Plaintiff's mortgage, so payments made to  
2 Chase by Plaintiff in the sum of \$107,766.23 in 2009 constitute unjust enrichment.  
3 The pending foreclosure of Plaintiff's Property would also be unjust enrichment.

4 29. The DOT states that all secured sums must be paid. Plaintiff alleges that  
5 the obligations under the DOT were fulfilled when WaMu received funds in excess  
6 of the balance on the Note as a result of proceeds of sale through securitization(s)  
7 of the loan and insurance proceeds from Credit Default Swaps.

8 **FOURTH CAUSE OF ACTION – RESPA AND TILA VIOLATIONS**

9 30. Plaintiff re-alleges and incorporates by reference the allegations  
10 contained in paragraphs 1 through 29.

11 31. WaMu and its agents made material misrepresentations and omissions  
12 with respect to the terms of Plaintiff's loan in violation of the Truth in Lending Act  
13 ("TILA"). Plaintiff is informed and believes that WaMu concealed the terms of the  
14 loan with the intention of inducing Plaintiff to refrain from investigating and  
15 challenging the disclosures until the period for rescinding the loan expired.  
16 Plaintiff did not receive any documents from WaMu or Alliance Title Co. after her  
17 meeting to sign documents with the Notary Public on December 20, 2006,  
18 including disclosures required by the Truth in Lending Act and Notice of Right to  
19 Cancel.

20 32. Plaintiff's loan is a mortgage loan subject to the provisions of RESPA,  
21 12 U.S.C. §2605 et. seq., and California Financial Code §50505.

22 33. On April 30, 2010, Plaintiff sent Defendant CRC and Washington  
23 Mutual Bank a Qualified Written Request ("QWR") pursuant to §6 of the Real  
24 Estate Settlement Procedures Act (Exhibit 5). On May 10, 2010, Plaintiff received  
25 a letter from Chase Home Finance LLC stating, "We are investigating your issues  
26 and will work to provide you with a complete and accurate response." As of  
27 October 15, 2010, Plaintiff has received no further response to the QWR, in  
28 violation of federal law.



1 the Note to an investment bank that bundled Plaintiff's Note with numerous other  
2 residential mortgages into residential mortgage-backed securities ("RMBS") which  
3 were structured into synthetic collateralized debt obligations ("CDOs") and sold to  
4 investors.

5 40. Plaintiff is informed and believes that the portfolio of RMBS underlying  
6 the synthetic CDOs were selected by a hedge fund with economic interests directly  
7 adverse to borrowers and investors, and that the hedge fund and the investment  
8 bank intended to short the portfolio it helped to select by entering into credit  
9 default swaps to buy protection against the almost certain event that the  
10 promissory notes would default. WaMu expected that Plaintiff would not have the  
11 ability to repay the loan. It was not a matter of being unconcerned with a possible  
12 outcome that Plaintiff would default. They knew.

13 41. Washington Mutual Bank, the sponsor of the securitization transaction,  
14 was a wholly owned subsidiary of Washington Mutual Inc. Securitization of  
15 mortgage loans was an integral part of Washington Mutual Inc.'s management of  
16 its capital. It engaged in securitizations of first lien single-family residential  
17 mortgage loans through Washington Mutual Mortgage Securities Corporation, as  
18 depositor, beginning in 2001. WaMu acted only as a servicer of Plaintiff's loan.

19 42. WaMu failed to disclose to Plaintiff that its economic interests were  
20 adverse to Plaintiff and that WaMu expected to profit when Plaintiff found it  
21 impossible to perform and defaulted on her mortgage.

22 43. A necessary element in the formation of an enforceable contract under  
23 the common law is a *meeting of the minds*. Two or more parties must share an  
24 expectation that a future event will occur. Plaintiff expected that she would borrow  
25 money from WaMu, she would pay it back, and then she would own the Property.  
26 WaMu expected that Plaintiff would borrow money, she would not be able to pay  
27 it back, and then WaMu or the investors would own the Property. Since there was  
28 no shared expectation—no meeting of the minds—no contract was formed

1 between Plaintiff and WaMu.

2 44. In addition to WaMu's expectation that Plaintiff would lose title to the  
3 Property through foreclosure, WaMu anticipated transferring the Note to investors  
4 immediately after Plaintiff signed the Note. Plaintiff is informed and believes that  
5 WaMu purchased credit default insurance so that WaMu would receive the balance  
6 on the Note when Plaintiff defaulted, in addition to any money WaMu received  
7 when it securitized the note.

8 45. Not only did WaMu dispense with conventional underwriting practices  
9 in 2006, it also paid premium fees and other incentives to mortgage brokers who  
10 signed up the riskiest borrowers. Fueled by spiraling profits to Chase, WaMu, and  
11 other bankers, common law principles of contract formation, customary  
12 underwriting practices, and statutory procedures for transferring interests in real  
13 property, including the recordation of transfers of interests in real property,  
14 disintegrated and the system collapsed.

15 46. WaMu expected that Plaintiff would not perform as one victim in a  
16 scheme in which:

- 17 (1) WaMu's fees as servicer would be greater as the number of loans increased;  
18 (2) WaMu's fees as servicer would be greater as the balances of loans increased;  
19 (3) WaMu would recover the unpaid balance of Plaintiff's loan through credit  
20 default insurance when Plaintiff inevitably defaulted; and  
21 (4) All risk of loss in the event of Plaintiff's default would be borne by investors,  
22 not WaMu as the servicer.

23 47. Plaintiff's participation in the mortgage contract was procured by overt  
24 and covert misrepresentations and nondisclosures. The parties did not share a  
25 single expectation with respect to any of the terms of the mortgage contract and  
26 therefore the contract was void *ab initio*. Had Plaintiff known that WaMu intended  
27 to sell her mortgage and engage in all the securitizations and collateralizations, she  
28 would never have entered into a mortgage contract with WaMu.

1 48. The only evidence Chase offers to support its claim against Plaintiff is a  
2 Purchase and Assumption Agreement hastily drafted by FDIC and signed on  
3 September 25, 2008. That agreement is still being negotiated two years later and is  
4 hotly debated (Exhibit 8). No enforceable contract was formed between Plaintiff  
5 and WaMu, so her DOT and Promissory Note were not assets of WaMu that could  
6 be acquired or assumed by Chase from the Federal Deposit Insurance Corporation  
7 (FDIC) as receiver after WaMu was closed by the Office of Thrift Supervision on  
8 September 25, 2008.

9 49. Chase Bank has no right to receive payment under Plaintiff's mortgage  
10 loan and has no right to foreclose on her property. Plaintiff does not seek rescission  
11 of the contract and therefore she is not required to tender the loan balance. She  
12 alleges that the contract was void *ab initio*. If a real party in interest appeared in  
13 this action, Plaintiff would offer to make the necessary payment to that party.

14 **SIXTH CAUSE OF ACTION – FRAUD AND CONCEALMENT**

15 50. Plaintiff re-alleges and incorporates by reference the allegations  
16 contained in paragraphs 1 through 49.

17 51. WaMu concealed material facts from Plaintiff to induce Plaintiff to  
18 consummate the loan, including:

- 19 (1) WaMu did not follow conventional, sound underwriting practices;  
20 (2) Plaintiff would not be able to afford the payments required by her loan;  
21 (3) Plaintiff would not be able to refinance her interest-only negative  
22 amortization ARM loan; and  
23 (4) Plaintiff's loan would be resold and securitized to third parties, rendering it  
24 impossible for the lender to provide Plaintiff with a full reconveyance upon  
25 completion of her payments on the Note.

26 52. Chase has concealed and continues to conceal from Plaintiff the  
27 following material facts in its possession which were requested in her QWR  
28 (Exhibit 5) that would enable her to ascertain whether her payments to WaMu and



1 Chase were received by the owner or beneficiary of the Note:

2 (1) a copy of the Final Loan Application, including notations by underwriters;

3 (2) the contract, duly signed by an officer of the corporation, which committed  
4 WaMu to lend funds to Plaintiff;

5 (3) a ledger statement of WaMu showing: (a) the account and the source of the  
6 funds loaned to Plaintiff, and (b) entry in WaMu's books of the Note as an asset  
7 or cash item;

8 (4) the identity and contact information of the current owner of the Note and the  
9 holder of the Note, and whether that entity or entities filed for bankruptcy;

10 (5) an authenticated copy of the front and the back sides of the original  
11 Promissory Note showing a complete chronological chain of all endorsements  
12 and assignments;

13 (6) the names and addresses of each and every individual or entity that has  
14 received an assignment of the Note;

15 (7) whether there has been a sale or assignment of the servicing rights to  
16 Plaintiff's mortgage account, and if so, the names and addresses of each and  
17 every individual or entity that has received such servicing rights;

18 (8) whether this mortgage account has been a part of any mortgage pool since  
19 the inception of the loan, and if so, the identify each account mortgage pool that  
20 the mortgage has been a part of;

21 (9) whether any assignment of the Note has been recorded in the Santa Barbara  
22 County Recorders Office;

23 (10) whether there has been any assignment of this mortgage to MERS  
24 (Mortgage Electronic Registration System) or any other mortgage registry  
25 service;

26 (11) whether any investors participated in any mortgage-backed security,  
27 collateralized debt obligation, or other mortgage security instrument that  
28 included Plaintiff's mortgage;



1 (12) copies of sales contracts, servicing agreements, assignments, allonges,  
2 transfers, indemnification agreements, recourse agreements and other  
3 agreements related to Plaintiff's account;

4 (13) whether the mortgage is a part of a mortgage pool;

5 (14) whether any investor or other interested party approved of the foreclosure  
6 of Plaintiff's property; and,

7 (15) the CUSIP number for Plaintiff's loan account.

8 53. As a direct and proximate result of Chase's fraudulent concealment,  
9 Plaintiff has suffered and continues to suffer damages in an amount to be proven at  
10 trial. Plaintiff remains under the constant threat of a trustee sale of the Property,  
11 which could happen at any time without prior notification to her, and in addition to  
12 damages caused by her emotional distress, she will suffer irreparable injury not  
13 compensable in damages if the Property is sold.

14 **SEVENTH CAUSE OF ACTION - QUIET TITLE**

15 54. Plaintiff re-alleges and incorporates by reference the allegations  
16 contained in paragraphs 1 through 53.

17 55. Plaintiff seeks to quiet title against the claims of Defendants and all  
18 persons claiming any legal or equitable right, title, estate, lien, or adverse interest  
19 in the Property as of the date the Complaint was filed (Cal Code Civil Procedure  
20 §760.020)

21 56. Plaintiff is the titleholder of the Property according to the terms of a  
22 Grant Deed dated October 15, 1992, attached as Exhibit 9.

23 57. WaMu securitized Plaintiff's single-family residential mortgage loan  
24 through Washington Mutual Mortgage Securities Corp. Plaintiff is informed and  
25 believes that the WaMu Mortgage Pass-Through Certificates, Series 2007-OA1  
26 Trust described above in ¶12 is terminated and the lawful beneficiary has been  
27 paid in full. CRC owes a duty to reconvey the DOT to Plaintiff, and Plaintiff has  
28 demanded full reconveyance (Exhibit 3).

1 The DOT states in paragraph 23:  
2 23. Reconveyance. Upon payment of all sums secured by this Security  
3 Instrument, lender shall request Trustee to reconvey the Property and  
4 shall surrender this Security Instrument and all notes evidencing debt  
5 secured by this Security Instrument to trustee. Trustee shall reconvey the  
6 Property without warranty to the person or persons legally entitled to it...

7 ///

8 The DOT does not state that Plaintiff must make full payment, only that  
9 all secured sums must be paid. Plaintiff alleges that the obligations owed to  
10 WaMu under the DOT were fulfilled and the loan was fully paid when WaMu  
11 received funds in excess of the balance on the Note as proceeds of sale through  
12 securitization(s) of the loan and insurance proceeds from Credit Default Swaps.

13 58. Defendants' claims are adverse to Plaintiff because Plaintiff is informed  
14 and believes that none of the defendants is the holder of the Promissory Note, none  
15 of them can prove any interest in the Note, and none of them can prove that the  
16 Note is secured by the DOT, as well as for the reasons set forth in the preceding  
17 causes of action. As such, Defendants have no right, title, estate, lien, or interest in  
18 the Property.

19 59. Plaintiff therefore seeks a judicial declaration that the title to the subject  
20 property is vested solely in Plaintiff and that Defendants have no right, title, estate,  
21 lien, or interest in the Property and that Defendants and each of them be forever  
22 enjoined from asserting any right, title, estate, lien or interest in the Property  
23 adverse to Plaintiff.

24 **EIGHTH CAUSE OF ACTION - DECLARATORY & INJUNCTIVE**  
25 **RELIEF**

26 60. Plaintiff re-alleges and incorporates by reference the allegations  
27 contained in paragraphs 1 through 59.

28 61. An actual controversy has arisen and now exists between Plaintiff and

1 Defendants concerning their respective rights and duties. Plaintiff contends:

2 (a) that Chase is not the present holder in due course or beneficiary of a  
3 Promissory Note executed by Plaintiff. However, Defendants contend that Chase is  
4 the present owner and beneficiary of a Promissory Note executed by Plaintiff.

5 (b) that Defendants are not real parties in interest, do not have standing, and  
6 are not entitled to accelerate the maturity of any secured obligation and sell the  
7 Property because they are not a beneficiary or authorized agent of beneficiaries  
8 under the purported Promissory Note. However, Defendants assert that they are  
9 entitled to sell the Property.

10 62. Plaintiff desires a judicial determination of her rights and duties as to  
11 the validity of the Promissory Note and DOT, and Defendants' rights to proceed  
12 with nonjudicial foreclosure on the Property. Unless restrained, Defendants will  
13 sell Plaintiff's residence, or cause it to be sold, to Plaintiff's great and irreparable  
14 injury, for which pecuniary compensation would not afford adequate relief.

15 63. Defendants' wrongful conduct, unless and until restrained by order of  
16 this court, will cause great irreparable injury to Plaintiff as the value of the  
17 residence declines under threat of foreclosure and Plaintiff faces the prospect of  
18 eviction from her residence. Plaintiff designed and built this home herself. She  
19 raised her three children there. The property is the headquarters of Earth First  
20 Construction, an educational public benefit California corporation dedicated to  
21 helping create a better world. This property is Plaintiff's business and her life's  
22 work. It is unique and cannot be replicated.

23 64. If the foreclosure sale is allowed to proceed, the burden on Plaintiff  
24 significantly outweighs the benefit to Defendants, and each of them.

25 65. By contrast, if the foreclosure sale is enjoined, the burden to any or all  
26 Defendants is minimal and not at all outweighed by the benefit to Plaintiff.

27 66. Plaintiff has no adequate remedy at law for the injuries currently being  
28 suffered and that are threatened. It will be impossible for Plaintiff to determine the

1 precise amount of damage that she will suffer if Defendants' conduct is not  
2 restrained and Plaintiff must file a multiplicity of suits to obtain compensation for  
3 her injuries.

4 **NINTH CAUSE OF ACTION – SLANDER OF TITLE**

5 67. Plaintiff re-alleges and incorporates by reference the allegations  
6 contained in paragraphs 1 through 66.

7 68. The foreclosing defendants, and each of them, by their acts and  
8 omissions, published matters which were untrue and disparaging to Plaintiff's right  
9 to title in the subject property.

10 69. The aforementioned publications by the foreclosing defendants, and  
11 each of them, were unjustified and without privilege.

12 70. It is reasonably foreseeable that the aforementioned publications by the  
13 foreclosing defendants, and each of them, casts doubt on Plaintiff's right to title in  
14 her property, which has caused and continues to cause damages to Plaintiff.

15 71. As a result of said publications from Defendants, and each of them,  
16 Plaintiff has suffered and continues to suffer loss of money, credit, real property  
17 value, and reputation, in an amount to be proven at trial.

18 **TENTH CAUSE OF ACTION - INTENTIONAL INFLICTION OF**  
19 **EMOTIONAL DISTRESS**

20 72. Plaintiff re-alleges and incorporates by reference the allegations  
21 contained in paragraphs 1 through 71.

22 73. Plaintiff contends that the acts and omissions of the Defendants, and  
23 each of them, constitute extreme and outrageous conduct.

24 74. Plaintiff further contends that Defendants, and each of them, engaged in  
25 such conduct either intentionally or with reckless disregard as to the effect on  
26 Plaintiff.

27 75. As a result of said extreme and outrageous conduct by Defendants, and  
28 each of them, Plaintiff has suffered severe emotional distress of \$10,000,000.00.

**PRAAYER**

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WHEREFORE, Plaintiff requests judgment as follows:

1. That this court issue an Order to Show Cause and, after a hearing, issue a Temporary Restraining Order and Preliminary Injunction restraining Defendants, and each of them, during the pendency of this action, from continuing with their efforts to conduct a Trustee's Sale of the Property.

2. That the attempted foreclosure of the Property be declared illegal and that Defendants be forever enjoined and restrained from selling the Property or attempting to sell it or causing it to be sold, either under power of sale pursuant to trust deed or by foreclosure action, and from posting, publishing, or recording any notice of default or notice of trustee's sale contrary to state or federal law.

3. That the underlying loan transaction be declared void as a result of Defendants' and WaMu's misrepresentations, fraud, concealment, and predatory loan practices.

4. That Defendants make restitution to Plaintiff according to proof.

5. For a judgment determining that Plaintiff is the owner in fee simple of the Property against the adverse claims of Defendants and that Defendants have no interest in the property adverse to Plaintiff.

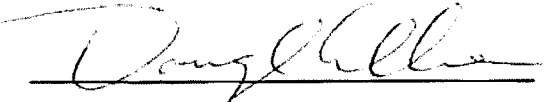
6. For damages in an amount of \$10,000,000.00.

6. For costs of suit and reasonable attorney fees.

7. For any and all other and further relief that may be just in this matter.

Respectfully submitted,

Date: October 14, 2010

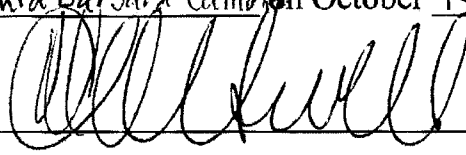
  
Douglas Gillies, attorney for Plaintiff

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**VERIFICATION**

Margaret Carswell declares:

I am the plaintiff in the above-entitled action. I have read the foregoing First Amended Complaint and know its contents. The same is true of my own knowledge, except as to those matters that are alleged on information and belief, and as to those matters, I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed in Santa Barbara California on October 14, 2010.



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Margaret Carswell

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# PLAINTIFF'S EXHIBITS

<u>Exhibit</u>	<u>Description</u>	<u>Date</u>
1	Adjustable Rate Note	12/20/2006
2	Assignment of Deed of Trust	9/01/2009
3	Plaintiff's Letter to CRC and Full Reconveyance	3/17/2010
4	Notice of Default	3/31/2010
5	Qualified Written Request	4/30/2010
6	Notice of Trustee's Sale	7/1/2010
7	Amendment to the P and A Agreement	6/18/2010
8	Examiner's Preliminary Report	9/7/2010
9	Grant Deed to Margaret Carswell	10/15/1992
10	Letter of Cal. Attorney General to Chase	10/1/2010



# EXHIBIT 1

39US  
M39

3013137207-868



**ADJUSTABLE RATE NOTE**  
**(12-MTA Index - Payment and Rate Caps)**

3013137207

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. MY MONTHLY PAYMENT INCREASES WILL HAVE LIMITS WHICH COULD RESULT IN THE PRINCIPAL AMOUNT I MUST REPAY BEING LARGER THAN THE AMOUNT I ORIGINALLY BORROWED, BUT NOT MORE THAN 110% OF THE ORIGINAL AMOUNT (OR \$ 2,750,000.00 ). MY INTEREST RATE CAN NEVER EXCEED THE LIMIT STATED IN THIS NOTE OR ANY RIDER TO THIS NOTE. A BALLOON PAYMENT MAY BE DUE AT MATURITY.

DECEMBER 20, 2006      WESTLAKE VILLAGE      CALIFORNIA  
CITY STATE

845 SEA RANCH DRIVE, SANTA BARBARA, CA 93109  
PROPERTY ADDRESS

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 2,500,000.00 plus any amounts added in accordance with Section 4 (G) below, (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is WASHINGTON MUTUAL BANK, FA. I will make all payments under this Note in form of cash, check or money order. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder".

**2. INTEREST**

Interest will be charged on unpaid Principal until the full amount has been paid. Up until the first day of the calendar month that immediately precedes the first payment due date set forth in Section 3 of this Note, I will pay interest at a yearly rate of 7.233 %. Thereafter until the first Change Date (as defined in Section 4 of this Note) I will pay interest at a yearly rate of 1.100 %. The interest rate required by this Section 2 and Section 4 of this Note is the Rate I will pay both before and after any default described in Section 7(B) of this Note.

**3. PAYMENTS**

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

I will pay Principal and interest by making payments every month. In this Note, "payments" refer to Principal and interest payments only, although other charges such as taxes, insurance and/or late charges may also be payable with the monthly payment.

I will make my monthly payments on 1ST day of each month beginning on FEBRUARY, 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on JANUARY 01, 2047, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date".

I will make my monthly payments at P.O. BOX 78148 PHOENIX, AZ 85062-8148 or at a different place if required by the Note Holder.

**(B) Amount of My Initial Monthly Payments**

Each of my monthly payments until the first Payment Change Date will be in the amount of U.S. \$ 6,440.28, unless adjusted at an earlier time under Section 4(H) of this Note.

ALLIANCE TITLE COMPANY  
heroby certifies this is a true  
and correct copy of the original.  
*Kristina Cam...*  
Authorized Signature  
LNT60USA (VERSION 1.0)

3013137207

**(C) Payment Changes**

My monthly payment will be recomputed, according to Sections 4(E)(F)(G)(H) and (I) of this Note, to reflect changes in the Principal balance and interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES****(A) Change Dates**

The interest rate I will pay may further change on the 1ST day of FEBRUARY, 2007, and on that day every month thereafter. Each such day is called a "Change Date".

**(B) The Index**

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

The most recent Index figure available as of 15 days before each interest rate Change Date is called the "Current Index". If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND 35/100 percentage points 2.350 % ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-thousandth of one percentage point (0.001%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. In the event a new Index is selected, pursuant to paragraph 4(B), a new Margin will be determined. The new Margin will be the difference between the average of the old Index for the most recent three year period which ends on the last date the Index was available plus the Margin on the last date the old Index was available and the average of the new Index for the most recent three year period which ends on that date (or if not available for such three year period, for such time as it is available). This difference will be rounded to the next higher 1/8 of 1%.

**(D) Interest Rate Limit**

My interest rate will never be greater than NINE AND 70/100 percentage points 9.700 % ("Cap"), except that following any sale or transfer of the property which secures repayment of this Note after the first interest rate Change Date, the maximum interest rate will be the higher of the Cap or 5 percentage points greater than the interest rate in effect at the time of such sale or transfer.

**(E) Payment Change Dates**

Effective every year commencing FEBRUARY 01, 2008, and on the same date each twelfth month thereafter ("Payment Change Date"), the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the projected principal balance I am expected to owe as of the Payment Change Date in full on the Maturity Date at the interest rate in effect 45 days prior to the Payment Change Date in substantially equal payments. The result of this calculation is the new amount of my monthly payment, subject to Section 4(F) below, and I will make payments in the new amount until the next Payment Change Date unless my payments are changed earlier under Section 4(H) of this Note.

**(F) Monthly Payment Limitations**

Unless Section 4(H) and 4(I) below apply, the amount of my new monthly payment, beginning with a Payment Change Date, will be limited to 7 1/2% more or less than the amount I have been paying. This payment cap applies only to the principal payment and does not apply to any escrow payments Lender may require under the Security Instrument.

32859 (11-01)

Page 2 of 6

Exhibit 1 Page 2 of 8

ALLIANCE TITLE SERVICES, INC.  
herby certifies this is a true  
and correct copy. LNT60USB (VERSION 1.0)  
*Korri Connelly*  
Authorized Signature

3013137207

**(G) Changes in My Unpaid Principal Due to Negative Amortization or Accelerated Amortization**

Since my payment amount changes less frequently than the interest rate and since the monthly payment is subject to the payment limitations described in Section 4(F), my monthly payment could be less or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the maturity date in substantially equal payments. For each month that the monthly payment is less than the interest portion, the Note Holder will subtract the monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the current interest rate. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the excess towards a principal reduction of the Note.

**(H) Limit on My Unpaid Principal; Increased Monthly Payment**

My unpaid principal can never exceed a maximum amount equal to 110% of the principal amount original borrowed. In the event my unpaid Principal would otherwise exceed that 110% limitation, I will begin paying a new monthly payment until the next Payment Change Date notwithstanding the 7 1/2% annual payment increase limitation. The new monthly payment will be an amount which would be sufficient to repay my then unpaid Principal in full on the maturity date at my interest rate in effect the month prior to the payment due date in substantially equal payments.

**(I) Required Full Monthly Payment**

On the FIFTH anniversary of the due date of the first monthly payment, and on that same day every FIFTH year thereafter, the monthly payment will be adjusted without regard to the payment cap limitation in Section 4(F).

**(J) Notice of Changes**

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

**(K) Failure to Make Adjustments**

If for any reason Note Holder fails to make an adjustment to the interest rate or payment amount as described in this Note, regardless of any notice requirement, I agree that Note Holder may, upon discovery of such failure, then make the adjustment as if they had been made on time. I also agree not to hold Note Holder responsible for any damages to me which may result from Note Holder's failure to make the adjustment and to let the Note Holder, at its option, apply any excess monies which I may have paid to partial Prepayment of unpaid Principal.

**5. BORROWER'S RIGHT TO PREPAY**

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

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will apply all of my prepayments to reduce the amount of principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the principal amount of the Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may have the effect of reducing the amount of my monthly payments, but only after the first Payment Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

ALLIANCE TITLE COMPANY  
hereby certifies this is a true  
and correct copy of the original.  
LNT60USC (VERSION 1.0)

*Kristi Campbell*  
Authorized Signature

3013137207

**6. LOAN CHARGES**

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

**Miscellaneous Fees:** I understand that the Note Holder will also charge a return item charge in the event a payment that I make in connection with repayment of this loan is not honored by the financial institution on which it is drawn. The current fee is \$ 15.00. Lender reserves the right to change the fee from time to time without notice except as may be required by law.

**7. BORROWER'S FAILURE TO PAY AS REQUIRED**

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

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

**(B) Default**

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

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 10 days after the date on which the notice is delivered or mailed to me (or, if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buys all or part of Lender's rights under the Security Instrument, in which case the notice will specify a date, not less than 30 days from the date the notice is given the Borrower).

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

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

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

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

**8. GIVING OF NOTICES**

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

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

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

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

32859 (11-01)

ALLIANCE TITLE COMPANY  
Page 4 of 6 hereby certifies this is true  
and correct copy of the UNIFORM  
RESIDUAL TRUST DEED (VERSION 1.0)

*[Handwritten Signature]*  
Authorized Signature



3013137207

**10. WAIVERS**

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

**11. UNIFORM SECURED NOTE**

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

**Transfer of the Property or a Beneficial Interest in Borrower.**

If all or any part of the Property or any interest in the Property 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 require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) the request to assume is made after one year following recordation of the Deed of Trust, (b) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (c) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument or other obligations related to the Note or other loan document is acceptable to Lender, (d) Assuming party executes Assumption Agreement acceptable to Lender at its sole choice and discretion, which Agreement may include an increase to Cap as set forth below and (e) payment of Assumption Fee if requested by Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption and Lender may increase the maximum rate limit to the higher of the Cap or 5 percentage points greater than the interest rate in effect at the time of the transfer. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender has entered into a written Assumption Agreement with transferee and formally releases Borrower.

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.

**12. MISCELLANEOUS PROVISIONS**

In the event the Note Holder at any time discovers that this Note or the Security Instrument or any other document related to this loan, called collectively the "Loan Documents," contains an error which was caused by a clerical or ministerial mistake, calculation error, computer error, printing error or similar error (collectively "Errors"), I agree, upon notice from the Note Holder, to reexecute any Loan Documents that are necessary to correct any such Errors and I also agree that I will not hold the Note Holder responsible for any damage to me which may result from any such Errors.

If any of the Loan Documents are lost, stolen, mutilated or destroyed and the Note Holder delivers to me an indemnification in my favor, signed by the Note Holder, then I will sign and deliver to the Note Holder a Loan Document identical in form and content which will have the effect of the original for all purposes.

32859 (11-01)

ALLIANCE TITLE COMPANY  
Page 6 of Security Instrument this is a true  
and correct copy of the original  
Signature  
Authorized Signature  
EXHIBIT HOUSE (VERSION 1.0)

3013137207

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

*Margaret Carswell*  
MARGARET CARSWELL

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

32859 (11-01)

ALLIANCE TITLE COMPANY  
hereby certifies this is a true  
and correct copy of the original.  
*Kenneth Campbell*  
Authorized Signature LNT60USF (VERSION 1.0)



WP 1V  
M39

**Prepayment Fee Note Addendum**

3013137207-888

This Note Addendum is made this 20TH day of DECEMBER, 2008 and is incorporated into and shall be deemed to amend and supplement the Note made by the undersigned (the "Borrower") in favor of WASHINGTON MUTUAL BANK, FA (the "Lender") and dated as of even date herewith (the "Note").

This Note Addendum amends the provision in the Note regarding the Borrower's right to prepay as follows:

**BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal before they are due. Any payment of principal, before it is due, is known as a "prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment." A prepayment of the full amount of the unpaid principal is known as a "full prepayment."

If I make a full prepayment, I may be charged a fee as follows:

If Noteholder receives a prepayment on or before the first anniversary of the date of the Note, the Prepayment Fee shall be equal to TWO percent ( 2.000 %) of the original loan amount. Thereafter, prepayment of the Note shall be permitted without any Prepayment Fee.

The Prepayment Fee shall be payable upon a full prepayment, voluntary or involuntary, including but not limited to a prepayment resulting from Noteholder's permitted acceleration of the balance due on the Note. Notwithstanding the foregoing, nothing herein shall restrict my right to prepay at any time without penalty accrued but unpaid interest that has been added to principal.

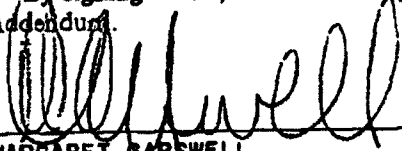
When I make a full or partial prepayment I will notify the Noteholder in writing that I am doing so. Any partial prepayment of principal shall be applied to interest accrued on the amount prepaid and then to the principal balance of the Note which shall not reduce the amount of monthly installments of principal and interest (until reamortized as set forth in the Note at the next Payment Change Date) nor relieve me of the obligation to make the installments each and every month until the Note is paid in full. Partial prepayments shall have no effect upon the due dates or the amounts of my monthly payments unless the Noteholder agrees in writing to such changes.

ALLIANCE TITLE COMPANY  
Handy to take the title  
Page 1 of 2  
Korin L. ...  
Page 7 of 8

**NOTICE TO THE BORROWER**

Do not sign this Note Addendum before you read it. This Note Addendum provides for the payment of a Prepayment Fee if you wish to repay the loan prior to the date provided for repayment in the Note.

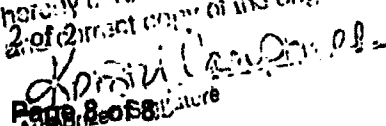
By signing below, Borrower accepts and agrees to the terms and covenants contained in this Note Addendum.

  
\_\_\_\_\_  
MARGARET CARSWELL

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ALLIANCE TITLE COMPANY  
hereby certifies this is a true  
and correct copy of the original.  
  
Page 2 of 2  
AUMB 2008

# EXHIBIT 2

requested by title court



2009-0053988

RECORDING REQUESTED BY  
CALIFORNIA RECONVEYANCE COMPANY

Recorded REC FEE 14.00  
Official Records  
County of  
Santa Barbara  
Joseph E. Holland

AND WHEN RECORDED MAIL TO  
CALIFORNIA RECONVEYANCE COMPANY  
9200 Oakdale Avenue  
Mail Stop: CA2-4379  
Chatsworth, CA 91311

ML  
08:01AM 02-Sep-2009 Page 1 of 2

Space above this line for recorder's use only

Trustee Sale No. 438472CA Loan No. 3013137207 Title Order No. 198071

### IMPORTANT NOTICE

NOTE: After having been recorded, this Assignment should be kept with the Note and the Deed of Trust hereby assigned.

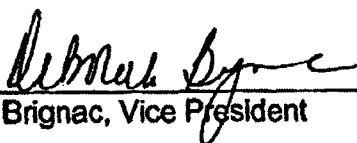
### ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to Bank of America, National Association as successor by merger to "LaSalle Bank NA as trustee for WaMu Mortgage Pass-Through Certificates Series 2007-OA1 Trust" all beneficial interest under that certain Deed of Trust dated 12/20/2006, executed by MARGARET CARSWELL, AN UNMARRIED WOMAN, as Trustor; to CALIFORNIA RECONVEYANCE COMPANY as Trustee; and Recorded 12/28/2006, Book , Page , Instrument 2006-0100995 of official records in the Office of the County Recorder of SANTA BARBARA County, California. APN: 047-103-04-00 Situs: 845 SEA RANCH DRIVE, , SANTA BARBARA, CA 93109

TOGETHER with the note or notes therein described and secured thereby, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Deed of Trust including the right to have reconveyed, in whole or in part, the real property described therein.

DATE: September 01, 2009

JPMorgan Chase Bank, National Association, successor in interest to WASHINGTON MUTUAL BANK, FA



Deborah Brignac, Vice President

Trustee Sale No. 438472CA Loan No. 3013137207 Title Order No. 198071

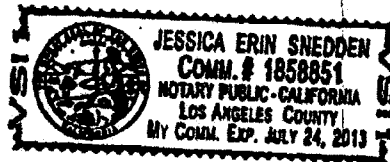
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

On September 01, 2009 before me, JESSICA ERIN SNEDDEN, "Notary Public", personally appeared Deborah Brignac, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Jessica Erin Snedden (Seal)



# EXHIBIT 3

Margaret Carswell  
845 Sea Ranch Drive  
Santa Barbara CA 93109  
March 17, 2010

California Reconveyance Company  
Huey-Jen Chiu, Vice President  
9200 Oakdale Avenue - CA2-4379  
Chatsworth, CA 91311

Dear Huey-Jen Chiu;

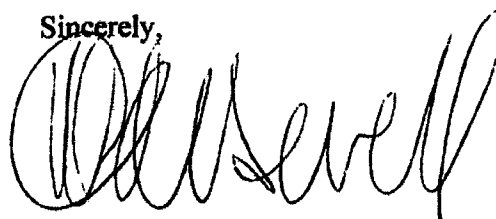
California Reconveyance Company has been acting as Trustee under the Deed of Trust dated December 28th 2006 between myself as Trustor and Washington Mutual Bank as beneficiary. The role of trustee is a non-partisan, neutral position equally responsive to both interested parties.

In this particular case, it has come to my attention that all sums secured by the above-mentioned Deed of Trust were fully paid to Washington Mutual bank early in 2007, months before WaMu went into bankruptcy in September 2008. Today Washington Mutual bank no longer exists and therefore cannot instruct you to reconvey the Deed of Trust.

As the other interested party to this transaction, I am hereby requesting that you have notarized and file with the Recorder of Santa Barbara County as soon as possible a Full Reconveyance, two copies of which document have been enclosed herewith as a convenience to you.

I thank you for your cooperation and prompt action.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Carswell', written in a cursive style.

Margaret Carswell

Cc: Santa Barbara County Clerk-Recorder Joseph Holland



Recording requested by:  
When recorded return to  
Margaret Carswell  
845 Sea Ranch Drive  
Santa Barbara, CA 93109

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**Full Reconveyance**

California Reconveyance Company as Trustee for the Deed of Trust herein-after referred to, having received a written request to reconvey, reciting that all sums secured by said Deed of Trust have been fully paid to Washington Mutual Bank, FA as beneficiary under said Deed of Trust, does hereby reconvey to the person or persons legally entitled thereto, without warranty, all the estate, title and interest acquired by the Trustee under said Deed of Trust.

Said Deed of Trust was executed by:

Margaret Carswell, an unmarried woman,

Trustor, and recorded in the official records of Santa Barbara County, California, at

Docket/Recorders Number 2006-0100995 on the 28th day of December, 2006.

In Witness Whereof, California Reconveyance Company as the Trustee has caused its corporate name to be affixed by a duly authorized officer on the date shown in the acknowledgment certificate below:

Dated:

Signed: \_\_\_\_\_

State of California

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

On March \_\_\_\_, 2010, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

# EXHIBIT 4

RECORDING REQUESTED BY  
CALIFORNIA RECONVEYANCE COMPANY

AND WHEN RECORDED MAIL TO

4/1/10 doc# 2010-16470

CALIFORNIA RECONVEYANCE COMPANY  
9200 Oakdale Avenue  
Mail Stop: CA2-4379  
Chatsworth, CA 91311  
800 892-6902  
(818)775-2258 (Fax)

Space above this line for recorder's use only

Trustee Sale No. 242186CA Loan No. 3013137207 Title Order No. 411063

**IMPORTANT NOTICE  
NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST**

**IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION**, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$34,747.45 as of March 30, 2010 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three-month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of property by paying the entire amount demanded by your creditor.



**Trustee Sale No. 242186CA Loan No. 3013137207 Title Order No. 411063**

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact: JPMorgan Chase Bank, National Association, at 7301 BAYMEADOWS WAY , JACKSONVILLE, FL 32256, 800-848-9380.

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

**REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION. NOTICE IS HEREBY GIVEN THAT: CALIFORNIA RECONVEYANCE COMPANY is the duly appointed Trustee under a Deed of Trust dated 12-20-2006, executed by MARGARET CARSWELL, AN UNMARRIED WOMAN, as trustor, to secure obligations in favor of WASHINGTON MUTUAL BANK, FA, as Beneficiary Recorded 12-28-2006, Book , Page , Instrument 2006-0100995 of official records in the Office of the Recorder of SANTA BARBARA County, California, as more fully described on said Deed of Trust. APN: 047-103-04-00 Situs: 845 SEA RANCH DRIVE, , SANTA BARBARA, CA 93109 Including the note(s) for the sum of \$2,500,000.00 that the beneficial interest under said Deed of Trust and the obligations secured thereby are presently held by the beneficiary; that a breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the payment has not been made of: THE 12/01/2009 INSTALLMENT OF PRINCIPAL AND INTEREST AND ALL SUBSEQUENT MONTHLY INSTALLMENTS OF PRINCIPAL AND INTEREST; PLUS ANY ADDITIONAL ACCRUED AND UNPAID AMOUNTS INCLUDING, BUT NOT LIMITED TO, LATE CHARGES, ADVANCES, IMPOUNDS, TAXES, HAZARD INSURANCE, ADMINISTRATIVE FEES, INSUFFICIENT AND PARTIAL RETURN CHECK FEES, STATEMENT FEES, AND OBLIGATIONS SECURED BY PRIOR ENCUMBRANCES.**

That by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration and Demand for Sale, and has deposited with said duly appointed Trustee, such Deed of Trust and all documents evidencing the obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

**SEE ATTACHED DECLARATION**

**DATE: March 30, 2010**

**CALIFORNIA RECONVEYANCE COMPANY, as Trustee**

  
\_\_\_\_\_  
**ELENA MARTINEZ, Assistant Secretary**

**CALIFORNIA RECONVEYANCE COMPANY IS A  
DEBT COLLECTOR ATTEMPTING TO COLLECT A  
DEBT. ANY INFORMATION OBTAINED WILL BE  
USED FOR THAT PURPOSE.**

**Borrowers:** MARGARET CARSWELL

**Property Address:** 845 SEA RANCH DR., SANTA BARBARA CA 93109

**Loan Number:** 3013137207

### DECLARATION OF COMPLIANCE

*(California Civil Code Section 2923.5(b))*

The undersigned mortgagee, beneficiary or authorized agent hereby declares under penalty of perjury, under the laws of the State of California, as follows:

- The mortgagee, beneficiary or authorized agent has contacted the borrower to discuss the borrower's financial situation and to explore options for the borrower to avoid foreclosure in compliance with Cal. Civ. Code Section 2923.5. Thirty days or more have elapsed since the borrower was contacted.
- The mortgagee, beneficiary or authorized agent tried with due diligence but was unable to contact the borrower to discuss the borrower's financial situation and to explore options for the borrower to avoid foreclosure as required by Cal. Civ. Code Section 2923.5. Thirty days or more have elapsed since these due diligence efforts were completed.
- The mortgagee, beneficiary or authorized agent was not required to comply with Cal. Civ. Code Section 2923.5 because:
  - The real property is not an owner-occupied single family residence.
  - The loan was not originated between January 1, 2003 and December 31, 2007.
  - The borrower has surrendered the property as evidenced by either a letter confirming the surrender or delivery of the keys to the property to the mortgagee, trustee, beneficiary or authorized agent.
  - The borrower has contracted with someone whose primary business is advising people who have decided to leave their homes on how to extend the foreclosure process and avoid their loan obligations.
  - The borrower has filed for bankruptcy, and the proceedings have not yet been finalized.

I certify under penalty of perjury under the laws of the State of California that the above is true and correct.

**JP Morgan Chase Bank, National Association**

Date: 03/26/10  
City/State: Jacksonville, Florida

*Clement J. Durkin*  
Clement J. Durkin



# EXHIBIT 5

Margaret Carswell  
845 Sea Ranch Drive  
Santa Barbara CA 93109  
April 30, 2010

California Reconveyance Company  
9200 Oakdale Avenue - CA2-4379  
Chatsworth CA 91311

Washington Mutual Bank  
3415 Vision Drive  
Columbus Ohio 43219

Washington Mutual Bank  
2273 N. Green Valley Parkway, suite 14  
Henderson NV 89014

RE: WaMu loan account number 3013137207

This is a "Qualified Written Request" under § 6 of the Real Estate Settlement Procedures Act.

I am writing to request clarification of various sales, transfers, funding sources, legal and beneficial ownership, charges, credits, debits, transactions, reversals, actions, payments, analyses and records related to the creation and management of this account.

To date, the documents and information I have, that you have sent me, and the conversations with your service representatives have not fully answered my questions.

Since I am facing imminent foreclosure, your full, specific, and complete compliance is of utmost importance.

1. Please provide a copy of the Final Loan Application, including notations by underwriters.
2. Please supply the contract, duly signed by an officer of the corporation, which committed WaMu to lend funds to me.
3. Please provide a ledger statement of WaMu showing: (a) the account and the source of the funds loaned to me, and (b) entry in WaMu's books of the Note as an asset or cash item.
4. To whom was payment issued for the proceeds of this mortgage loan? Please provide copies of the front and back of each cancelled check.
5. An industry practice in the relevant years was to bundle individual mortgage loans into



Collateralized Debt Obligations, which were sold to securities investors. Please account for revenues received by you in this manner in connection with my loan.

6. Please provide the Mortgage Loan Schedule, which is Exhibit D to the Pooling and Servicing Agreement dated as of January 1, 2007, providing for the issuance of WaMu Mortgage Pass-Through Certificates, Series 2007-OA1 Trust.

7. Please account for revenues received from any credit default insurance relating to this loan.

8. Please disclose the identity and contact information of the current Owner of the Note.

9. Please disclose the identity and contact information of the current Holder of the Note.

10. Please disclose the identity of every previous Owner and Holder of the Note.

11. Please disclose the identity of the current trustee of the Deed of Trust.

12. Please disclose the identity of every previous trustee of the Deed of Trust.

13. Has the current Owner or Holder of the Note filed for bankruptcy?

14. Has any previous Owner or Holder of the Note filed for bankruptcy?

15. Was the Note transferred or assigned by any Owner or Holder after its bankruptcy filing date? If so, please describe.

16. Please identify the name and address of the custodian of the originals of this entire account file.

17. Please provide an authenticated copy of the front and the back sides of the original Promissory Note showing a complete chronological chain of all endorsements and assignments.

18. Since the inception of this account, has there been any assignment of the Note to any other party? If the answer is yes, identify the names and addresses of each and every individual or entity that has received such assignments.

19. Since the inception of this account, has there been any assignment of the Deed of Trust to any other party? If the answer is yes, identify the names and addresses of each and every individual or entity that has received such assignments.

20. Since the inception of this account, has there been any sale or assignment of the servicing rights to this mortgage account to any other party? If the answer is yes, identify the names and addresses of each and every individual or entity that has received such servicing rights.

21. Since the inception of this account, have any sub-servicers serviced any portion of this mortgage account? If the answer is yes, identify the names and addresses of each and every individual or entity that has sub-serviced this mortgage account.
22. Has this mortgage account been a part of any mortgage pool since the inception of the loan? If yes, please identify each and every account mortgage pool that this mortgage has been a part of.
23. Has every assignment of the Note been recorded in the Santa Barbara County Recorders Office?
24. Has there been any assignment of this mortgage to MERS (Mortgage Electronic Registration System) or any other mortgage registry service? If yes, identify the name and address of each and every individual or entity that has been assigned mortgage servicing rights.
25. Have any investors participated in any mortgage-backed security, collateralized debt obligation or other mortgage security instrument that this mortgage account has ever been a part of? If yes, identify the name and address of each investor.
26. Please identify the parties and their addresses to all sales contracts, servicing agreements, assignments, alonges, transfers, indemnification agreements, recourse agreements and any agreement related to this account from the inception of this account to the present date.
27. Please attach copies of all sales contracts, servicing agreements, assignments, alonges, transfers, indemnification agreements, recourse agreements and any agreement related to this account from the inception of this account to the present date.
28. How much was paid for this individual mortgage account by you?
29. If part of a mortgage pool, what was the principal balance used by you to determine payment for this individual mortgage loan?
30. If part of a mortgage pool, what was the percentage paid by you of the principal balance above used to determine purchase of this individual mortgage loan?
31. Did any investor approve of the foreclosure of my property?
32. Has HUD assigned or transferred foreclosure rights to you pursuant to 12 USC 3754?
33. Please identify all persons who authorized or approved the foreclosure of my property.
34. Please provide the CUSIP # for this loan account.
35. What is the legal relationship between California Reconveyance Company and the family of companies doing business as JPMorgan Chase?

Finally, I am requesting that any attempt to exercise the power of sale of this property be voluntarily stayed until there is full compliance with the obligations imposed by this QWR.

Thank you for your prompt consideration of this matter.

Yours sincerely,

Margaret Carswell



Chase Home Finance LLC  
800 State Highway 121 Bypass  
Lewisville, TX 75067

May 6, 2010

Margaret Carswell  
845 Sea Ranch Drive  
Santa Barbara, CA 93109

Re: Loan Number: \*\*\*\*\*7207

To Whom It May Concern:

We are writing in response to your correspondence regarding the Qualified Written Request (QWR) for the above-mentioned mortgage. Your letter was forwarded to our office on May 6, 2010, for review.

We are investigating your issues and will work to provide you with a complete and accurate response. Chase appreciates your patience in this matter.

Chase's goal is to provide the highest level of quality service. In the interim period, you may contact our Customer Care unit at 1-866-926-8937.

Sincerely,

Home Lending Executive Office/cpa

# EXHIBIT 6

RECORDING REQUESTED BY  
CALIFORNIA RECONVEYANCE COMPANY

AND WHEN RECORDED MAIL TO

CALIFORNIA RECONVEYANCE COMPANY  
9200 Oakdale Avenue  
Mail Stop: N110612  
Chatsworth, CA 91311  
800-892-6902

Trustee Sale No. 242186CA  
Loan No. 3013137207  
Title Order No. 411063

Space above this line for recorder's use only

### NOTICE OF TRUSTEE'S SALE

**YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 12-20-2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.**

On 07-22-2010 at 01:00 PM, CALIFORNIA RECONVEYANCE COMPANY as the duly appointed Trustee under and pursuant to Deed of Trust Recorded 12-28-2006, Book , Page , Instrument 2006-0100995, of official records in the Office of the Recorder of SANTA BARBARA County, California, executed by: MARGARET CARSWELL, AN UNMARRIED WOMAN, as Trustor, WASHINGTON MUTUAL BANK, FA, as Beneficiary, will sell at public auction sale to the highest bidder for cash, cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, or a cashier's check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state. Sale will be held by the duly appointed trustee as shown below, of all right, title, and interest conveyed to and now held by the trustee in the hereinafter described property under and pursuant to the Deed of Trust. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, interest thereon, estimated fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

Place of Sale: AT THE MAIN ENTRANCE TO THE COUNTY COURTHOUSE, 1100 ANACAPA STREET , SANTA BARBARA, CA

Legal Description: LOT 44 OF CAMPANIL HILLS, UNIT NO. TWO, IN THE CITY OF SANTA BARBARA, COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 74 PAGES 17, 18 AND 19 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Amount of unpaid balance and other charges: \$2,734,584.06(estimated)

Street address and other common designation of the real property: 845 SEA RANCH DRIVE  
SANTA BARBARA, CA 93109  
APN Number: 047-103-04-00

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. The property heretofore described is being sold "as is".

In compliance with California Civil Code 2923.5(c) the mortgagee, trustee, beneficiary, or authorized agent declares: that it has contacted the borrower(s) to assess their financial situation and to explore options to avoid foreclosure; or that it has made efforts to contact the borrower(s) to assess their financial situation and to explore options to avoid foreclosure by one of the following methods: by telephone; by United States mail; either 1<sup>st</sup> class or certified; by overnight delivery; by personal delivery; by e-mail; by face to face meeting.

DATE: 07-01-2010

SEE ATTACHED EXHIBIT

CALIFORNIA RECONVEYANCE COMPANY, as Trustee  
(714) 259-7850 or [www.fidelityasap.com](http://www.fidelityasap.com)  
(714) 573-1965 or [www.priorityposting.com](http://www.priorityposting.com)

*Deborah Brignac*

CALIFORNIA RECONVEYANCE COMPANY IS A DEBT COLLECTOR  
ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE.  
DEBORAH BRIGNAC, VICE PRESIDENT  
9200 OAKDALE AVE  
MAILSTOP N110612  
CHATSWORTH, CA 91311