

Michael Fuller, Oregon Bar No. 09357
Trial Attorney for Ms. Hunt
OlsenDaines, PC
PO Box 2316
Portland, Oregon 97208
Michael@UnderdogLawBlog.com
Mobile 503-201-4570
Fax 503-362-1375

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF OREGON

In re	)	Case No. 11-30638-tmb7
)	
Norma Jean Hunt,	)	MS. HUNT'S MOTION FOR ORDER
	)	OF CONTEMPT AND JUDGMENT
Debtor.	)	AGAINST GREEN TREE SERVICING
	)	LLC

MOTION

Ms. Hunt tried to resolve this matter without the need for a formal contempt proceeding but Green Tree Servicing LLC refuses to respond to letters from her attorney.

Pursuant to 11 USC §§ 105 and 524, Ms. Hunt, through her trial attorney Michael Fuller, moves this Honorable Court for an order of contempt and judgment against Green Tree Servicing LLC because it refuses to stop harassing her to pay discharged debt, constituting an ongoing violation of the discharge order filed April 28, 2011.

Ms. Hunt supports this motion with the attached memorandum and exhibits.

Ms. Hunt respectfully moves for an order and judgment as follows:

**MS. HUNT'S MOTION FOR ORDER OF CONTEMPT AND JUDGMENT AGAINST
GREEN TREE SERVICING LLC – Page 1**

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1
2 **A. IT IS ORDERED** Green Tree Servicing LLC is held in contempt of the discharge
3 injunction;
4

5 **B. IT IS ORDERED AND ADJUDGED** Green Tree Servicing LLC must reimburse Ms.
6 Hunt for the reasonable attorney fees and costs she incurred obtaining a response from
7 Green Tree Servicing LLC and remedying its contempt;
8

9 **C. IT IS ORDERED AND ADJUDGED** Green Tree Servicing LLC must reimburse Ms.
10 Hunt for the reasonable attorney fees and costs she incurred proving liability, only if
11 Green Tree Servicing LLC objects to Ms. Hunt's entitlement to relief under sections A
12 and B above;
13

14 **D. IT IS ORDERED AND ADJUDGED** Green Tree Servicing LLC must pay Ms. Hunt
15 mild sanctions and/or punitive damages not to exceed \$1,000,000;
16

17 **E. IT IS ORDERED AND ADJUDGED** Green Tree Servicing LLC must pay Ms. Hunt
18 compensatory damages not to exceed \$100,000.
19

20 Ms. Hunt also moves for any other equitable relief that this Honorable Court may
21 determine fair and just.

22 Dated: December 5, 2013

23 /s/ Michael Fuller
24 Michael Fuller, Oregon Bar No. 09357
25 Trial Attorney for Ms. Hunt
26 OlsenDaines, PC
27 PO Box 2316
28 Portland, Oregon 97208
Michael@UnderdogLawBlog.com
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**MS. HUNT'S MOTION FOR ORDER OF CONTEMPT AND JUDGMENT AGAINST
GREEN TREE SERVICING LLC – Page 2**

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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF OREGON

In re)	Case No. 11-30638-tmb7
)	
Norma Jean Hunt,	)	MEMORANDUM IN SUPPORT OF MS.
	)	HUNT’S MOTION FOR ORDER OF
Debtor.	)	CONTEMPT AND JUDGMENT
	)	AGAINST GREEN TREE SERVICING
	)	LLC

FACTUAL HISTORY

A. January 2011 - Bankruptcy Protection

On January 28, 2011, Ms. Hunt filed for chapter 7 bankruptcy protection in this Honorable Court. [Bankruptcy Case 11-30638-tmb7, Docket No. 1]

Ms. Hunt’s bankruptcy petition listed her real property at 1940 SE 150th Ave. Portland, OR 97233, secured by a mortgage with BAC Home Loans (along with “Bank of America, N.A.”, collectively referred to as “Bank of America”). [*Id.*] [Exhibit 3]

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**MEMORANDUM IN SUPPORT OF MS. HUNT’S MOTION FOR ORDER OF
CONTEMPT AND JUDGMENT AGAINST GREEN TREE SERVICING LLC – Page 1**

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B. April 2011 - Discharge Order

On April 28, 2011, this Honorable Court entered a discharge order in Ms. Hunt's "no asset" bankruptcy case. [*Id.* at Docket No. 11]

Bank of America received notice of the discharge order. [*Id.*]

C. March 2013 - Foreclosure Complaint

In a complaint dated March 26, 2013, Bank of America initiated foreclosure proceedings against Ms. Hunt. [Exhibit 4]

D. June 2013 - Transfer to Green Tree

On June 1, 2013, Bank of America transferred servicing of Ms. Hunt's mortgage to Green Tree Servicing LLC (Green Tree). [Exhibit 5]

Despite receiving actual notice of the discharge order, Green Tree continues to harass Ms. Hunt by phone and in writing, in attempts to collect discharged debt. [Exhibit 2]

Ms. Hunt tried to resolve this matter without the need for a formal contempt proceeding but Green Tree refuses to respond to letters from her attorney. [Exhibit 6]

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MEMORANDUM IN SUPPORT OF MS. HUNT'S MOTION FOR ORDER OF CONTEMPT AND JUDGMENT AGAINST GREEN TREE SERVICING LLC – Page 2

LEGAL POINTS AND AUTHORITIES

A. Authority under Section 105

Section 105 of the Bankruptcy Code empowers this Honorable Court to issue orders and judgments as necessary to hold mortgage servicers in contempt of 11 USC § 524's discharge injunction provisions.

B. Discharge Injunction

The entry of a discharge order provides for a broad injunction and requires mortgage servicers to take affirmative steps to ensure debtors receive a fresh start. 4 Alan N. Resnick & Henry J. Sommer, *Collier on Bankruptcy* § 524.02[2] (16th ed. 2012).

After bankruptcy, mortgage servicers may generally contact borrowers to collect voluntary payments and discuss voluntary loan modifications. *In re Garske*, 287 B.R. 537 (BAP 9th Cir. 2002). However, direct demands for payment and attempts to collect are strictly prohibited. 11 USC § 524(a)(2).

Objectively coercive conduct also violates § 524, even in the absence of direct threats or demands for payment on secured debts. *See, e.g., In re Pratt*, 462 F.3d 14 (1st Cir. 2006) (creditor's unfair dealings violated discharge injunction despite valid lien); *In re Culpepper*, 481 B.R. 650, 655 (Bankr. Or. 2012) (unwanted loan-modification communications violated discharge injunction despite valid lien).

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MEMORANDUM IN SUPPORT OF MS. HUNT'S MOTION FOR ORDER OF CONTEMPT AND JUDGMENT AGAINST GREEN TREE SERVICING LLC – Page 3

C. Clear and Convincing Standard

To obtain an order of contempt for violation of the discharge order, a debtor must prove that a party had knowledge of the order and intended the conduct that violated the order. *See, e.g., ZiLOG, Inc. v. Corning*, 450 F.3d 996, 1007 (9th Cir. 2006).

Whether or not a mortgage servicer actually intended to violate § 524 is not determinative so long as it had prior notice of the discharge order. *In re Campion*, 294 B.R. 313 (BAP 9th Cir. 2003).

The contents of the discharge order are unambiguous and fixed by statute. *See, e.g., In re Moncur*, 328 B.R. 183, 191 (BAP 9th Cir. 2005).

To recover sanctions against a mortgage servicer for violation of the discharge injunction, a debtor must establish the violation with clear and convincing evidence. *Renwick v. Bennett*, 298 F.3d 1059, 1069 (9th Cir. 2002).

A contempt proceeding in bankruptcy court is properly brought by motion. *Barrientos v. Wells Fargo Bank*, 633 F.3d 1186, 1191 (9th Cir. 2011); Fed. R. Bnkr. P. 9020.

D. Remedies under Section 105

Willful discharge violations entitle aggrieved debtors to actual damages, punitive damages, and attorney fees. *Espinosa v. United Student Aid Funds*, 553 F.3d 1193, fn.7 (9th Cir. 2008) (opinion by Chief Judge Kozinski, citing 2 *Collier Bankruptcy Manual* (3d rev. ed.) ¶ 524.02[2][c]).

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MEMORANDUM IN SUPPORT OF MS. HUNT'S MOTION FOR ORDER OF CONTEMPT AND JUDGMENT AGAINST GREEN TREE SERVICING LLC – Page 4

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2
3 ***1. Emotional harm.***

4 Even in the absence of economic loss, debtors are entitled to recover damages for
5 emotional harm resulting from a discharge violation. *In re Feldmeier*, 335 B.R. 807, 813-814
6 (Bankr. Or. 2005) (citing H.R. Rep. No. 595, 95th Cong, 1st Sess 365-366 (1977); S. Rep no.
7 989, 95th Cong.2d Sess 80 (1978), U.S.Code Cong. & Admin.News 1978, pp. 5963, 6321, 5787,
8 5866.)

9
10 Clear and convincing damages may be proved based on a debtor's testimony, with or
11 without additional expert testimony. *Id.* (awarding debtor \$10,000 in emotional harm damages
12 based on telephone testimony of debtor); *In re Culpepper*, 481 B.R. at 655 (awarding debtor
13 \$4,000 in emotional harm damages based on testimony of debtor and the expert opinion of an
14 OHSU professor of psychiatry).

15
16 **ARGUMENT**

17 This Honorable Court should hold Green Tree in contempt of the discharge order because
18 clear and convincing evidence shows (1) Green Tree received actual notice of the discharge
19 order, (2) the order is unambiguous and (3) Green Tree refuses to stop harassing Ms. Hunt to pay
20 discharged debt.

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22 ///

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**MEMORANDUM IN SUPPORT OF MS. HUNT'S MOTION FOR ORDER OF
CONTEMPT AND JUDGMENT AGAINST GREEN TREE SERVICING LLC – Page 5**

CONCLUSION

For the reasons given above, this Honorable Court should grant Ms. Hunt's motion for order of contempt and judgment against Green Tree.

Dated: December 5, 2013

/s/ Michael Fuller
Michael Fuller, Oregon Bar No. 09357
Trial Attorney for Ms. Hunt
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**MEMORANDUM IN SUPPORT OF MS. HUNT'S MOTION FOR ORDER OF
CONTEMPT AND JUDGMENT AGAINST GREEN TREE SERVICING LLC – Page 6**

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UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF OREGON

In re) Case No. 11-30638-tmb7
)
Norma Jean Hunt,) **DECLARATION OF MICHAEL**
) **FULLER**
Debtor.)
) **IN SUPPORT OF MS. HUNT'S**
) **MOTION TO REOPEN HER CHAPTER**
) **7 BANKRUPTCY CASE**

DECLARATION

I, Michael Fuller, declare the following under penalty of perjury:

1. I am over the age of 18 and have personal knowledge of the facts I am testifying to in this declaration. I am the trial attorney for Ms. Hunt in the above-captioned case.

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DECLARATION OF MICHAEL FULLER – Page 1

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PO Box 2316
Portland, OR 97208
Mobile 503-201-4570
Fax 503-362-1375

MS. HUNT EXHIBIT 1 - Page 1 of 2

1
2 2. The document attached as Exhibit 2 is a true and correct copy of a letter faxed to me
3 by Ms. Hunt.
4

5 Pursuant to 28 USC § 1746, I declare under penalty of perjury that the foregoing is true
6 and correct.
7

8 Dated: November 28, 2013
9

10 /s/ Michael Fuller
11 Michael Fuller, Oregon Bar No. 09357
12 Trial Attorney for Ms. Hunt
13 OlsenDaines, PC
14 PO Box 2316
15 Portland, Oregon 97208
16 Michael@UnderdogLawBlog.com
17 Mobile 503-201-4570
18 Fax 503-362-1375
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DECLARATION OF MICHAEL FULLER – Page 2

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MS. HUNT EXHIBIT 1 - Page 2 of 2

Greentree keeps calling - harassing me asking:

1. When I am going to get my payments caught up.
2. What caused me to get behind?

I told them:

I Filled bankruptcy and you should not even be calling me.

Each time they replied:

1. It doesn't matter
2. They are a debt collector
3. They will continue to send bad reports to the credit bureau
4. They will continue to add Lawyer fees and legal fees
5. They will continue to call until this debt is paid in full.

The two names that I have written down that called are Wale and Manuel R. There were others but I did not get their names.

Norma Hunt

Prepared by: HEATHER PEARCE

LOAN #: 158953521

NOTE

MARCH 02, 2007
[Date]PORTLAND
[City]OREGON
[State]1940 SE 150TH AVE, PORTLAND, OR 97233-3067
[Property Address]**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 242,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is COUNTRYWIDE HOME LOANS, INC.

I will make all payments under this Note in the 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 of Principal has been paid. I will pay interest at a yearly rate of 7.625 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the FIRST day of each month beginning on

MAY 01, 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 as of its scheduled due date and will be applied to interest before Principal. If, on APRIL 01, 2037, 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 10219, Van Nuys, CA 91410-0219
or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,712.86

4. 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 a Prepayment charge. The Note Holder will use 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 date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. 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.

6. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charge 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 on each late payment.

(B) Default

If I do not pay the full amount of each monthly

MULTISTATE FIXED RATE NOTE-Single Family-Fannie F

VMP -5N (0207).01

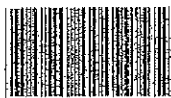
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VMP

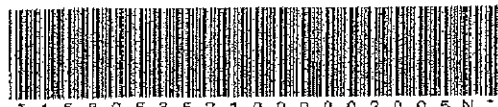
610 158953521 N 001 001

Initials: *2/8/07*

Form 3200 1/01



* 2 3 9 9 1 *



* 1 5 8 9 5 3 5 2 1 0 0 0 0 2 0 0 5 N *

LOAN #: 158953521

(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 30 days after the date on which the notice is mailed to me or delivered by other means.

(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 to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. 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 delivering it or 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.

8. 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.

9. 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.

10. 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:

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.

PAY TO THE ORDER OF
WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC.
BY: Michele Sjolander
MICHELE SJOLANDER
EXECUTIVE VICE PRESIDENT

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

NORMA L. COLT (Seal) _____ (Seal)
-Borrower -Borrower

____ (Seal) _____ (Seal)
-Borrower -Borrower

[Sign Original Only]

Prepared by: HEATHER PEARCE

COUNTRYWIDE HOME LOANS, INC.

DATE: 03/01/2007
BORROWER: NORMA L. COLT
CASE #:
LOAN #: 158953521
PROPERTY ADDRESS: 1940 SE 150TH AVE
PORTLAND, OR 97233-3067

Branch #: 0000844
2375 N GLENVILLE DR RGV-8844-2
RICHARDSON, TX 75082
Phone: (888) 973-8383
Br Fax No.: (866) 726-1628

RATE IMPROVEMENT ADDENDUM TO THE NOTE
(Fixed Rate Loan)

THIS RATE IMPROVEMENT ADDENDUM TO NOTE (the "Addendum") is made as of MARCH 02, 2007 and is incorporated into and shall be deemed to amend and supplement the Note of the same date (the "Note") given by the undersigned ("Borrower") to COUNTRYWIDE HOME LOANS, INC. ("Lender") secured by a Mortgage, Deed of Trust or Security Instrument (the "Security Instrument"). All terms not otherwise defined herein shall have the meaning ascribed thereto in the Note or Security Instrument.

In addition to the covenants and agreements made in the Note, Borrower and Lender further covenant and agree as follows:

1. **Interest Rate Improvement.** Borrower's interest rate as stated on the face of the Note shall be reduced as provided in this Addendum (the "Rate Reduction") when all conditions therefore are met to the satisfaction of Lender. The new interest rate that Borrower will be required to pay under the Note, upon the Rate Reduction, will be 6.875% (the "New Rate").

2. **Conditions to Rate Reduction.** Each of the following conditions must be met to the satisfaction of Lender, in its sole and absolute discretion:

(i) Two (2) or more years have passed since the later to occur of (i) the date of the Note and (ii) the date the Borrower assumed the Note, if any assumptions (the foregoing shall not mean that any assumptions are allowed or consented to) have occurred;

(ii) Borrower must not be in default of this Addendum, the Note, Security Instrument, or any other documents executed in connection with any of the foregoing, at the time the New Rate is to take effect;

(iii)(A) Rate Reduction based upon current value:

(1) Borrower has given Lender written notice of its intent to exercise the Rate Reduction based upon current value under this subsection. The date upon which such notice is received by Lender is the "Current Value Exercise Date";

(2) Borrower (a) has not been 30 days or more past due on any payment due under the Note in the 12 months preceding the Current Value Exercise Date and the 12 months preceding the Effective Date (as hereinafter defined), and (b) has not been 60 days or more past due on any payment due under the Note in the 24 months preceding the Current Value Exercise Date and the 24 months preceding the Effective Date;

(3) An appraisal (the "Appraisal") has been provided to the Lender dated no more than 3 months prior to the Effective Date and based upon an inspection of both the interior and exterior of the property securing the Note (the "Property"). The appraisal must be completed by an appraiser licensed by a state or federal agency and either selected by Lender, or selected by the Borrower and reasonably acceptable to the Lender. In either case, the appraisal will be paid for by Borrower and will need to meet the specifications of the Lender; and

(4) Based on the value of the Property provided in such Appraisal, the loan-to-value ratio is (a) 75% or less, if five years or less have passed since the date of the Note, or (b) 80% or less, if more than five years have passed since the date of the Note; or

(B) Rate Reduction based upon value at origination:

(1) Automatic Reduction. Borrower's interest rate as stated on the face of the Note shall be automatically reduced on the first day of the first month on or after 09/01/2016 that Borrower is not in default under the Note or the Security Instrument, and has also satisfied the conditions in 2(iv) (for the purposes of the automatic reduction only, the "Effective Date").

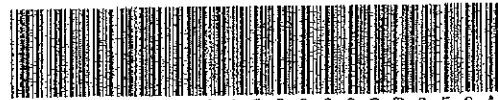
CONV

• Rate Improvement Addendum to Note (Fixed Rate Loan)
2D880-US (10/03)(d)

Page 1 of 2



* 2 3 9 9 1 *



* 1 5 8 9 5 3 5 2 1 0 0 0 0 2 D 8 5 0 *

LOAN #: 158953521

(2) Requested Reduction.

(a) Borrower has given Lender written notice of Borrower's intent to exercise the Rate Reduction based upon value at origination under this subsection. The date upon which such notice is received by Lender is the "Original Value Exercise Date";

(b) Borrower (a) has not been 30 days or more past due on any payment due under the Note in the 12 months preceding the Original Value Exercise Date and the 12 months preceding the Effective Date (as hereinafter defined), and (b) has not been 60 days or more past due on any payment due under the Note in the 24 months preceding the Original Value Exercise Date and the 24 months preceding the Effective Date;

(c) The loan-to-value ratio is 80%, determined by using the principal balance as of the Original Value Exercise Date and the lesser of (a) the value of the Property provided in the appraisal approved and accepted by Lender in connection with the origination of the Note and (b) the sales price of the Property at the time of the origination of the Note, if any; and

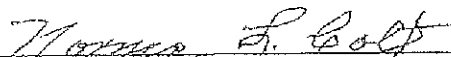
(d) Section 2 (i) above does not need to be satisfied for this option; and

(iv) Borrower has signed and delivered to Lender any and all documents that Lender requires to effect the New Rate.

3. Effective Date of New Rate. The New Rate shall be effective on the first day of the first month following the month in which Lender confirms and notifies Borrower that Borrower has satisfied all the conditions as required in Paragraph 2 (for all purposes herein other than for the automatic reduction, the "Effective Date").

4. Revised Payment Amount. Upon Rate Reduction, Lender will determine the amount of the monthly payment of principal and interest that will be sufficient to repay in full, on the maturity date, the unpaid principal balance Borrower is expected to owe on the Effective Date, with interest at the New Rate in substantially equal payments. The result of this calculation will be the "New Payment Amount." The due date of the next monthly payment following the Effective Date is the "New Payment Date." Borrower will pay the New Payment Amount as Borrower's monthly payment on and from the New Payment Date until the Maturity Date.

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



NORMA L. COLT Borrower

Borrower

Borrower

Borrower

Until a change is requested all tax statements
shall be sent to the following address.
NORMA COLT
1940 SE 150TH AVE
PORTLAND, OR 97233-3067

After Recording Return To:
JANE DOGMAN
MS SV-79 DOCUMENT PROCESSING
P.O. Box 10423
Van Nuys, CA 91410-0423
Prepared By:
HEATHER PEARCE
TAX ACCOUNT NUMBER

Multnomah County Official Records
C Swick, Deputy Clerk

2009-153735



\$91.00

00581602200901537350120122

11/04/2009 03:06:15 PM

1R-TR DEED
\$60.00 \$11.00 \$15.00 \$5.00

Cnt=1 Stn=21 ATESB

True and Actual Consideration is:
\$ 242,000.00

(Space Above This Line For Recording Data)

00015895352103007

(Doc ID #)

DEED OF TRUST

Mortgage Electronic Registration Systems, Inc. (MERS) is the Grantee of this Security Instrument

MIN 1000157-0007882009-5

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 MARCH 02, 2007, together with all Riders to this document.

(B) "Borrower" is

NORMA L. COLT, AND NORMA J. HUNT

Borrower is the trustor under this Security Instrument.

(C) "Lender" is

COUNTRYWIDE HOME LOANS, INC.

Lender is a CORPORATION

organized and existing under the laws of NEW YORK

Lender's address is

4500 Park Granada MSN# SVB-314, Calabasas, CA 91302-1613

(D) "Trustee" is

FIDELITY NATIONAL TITLE INSURANCE CO.

P.O. BOX 32695, PHOENIX, AZ 85064

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

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

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-BA(OR) (0408)

CHL (08/05)(d)

VMP Mortgage Solutions, Inc. (800)521-7291

Form 3038 1/01



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Title Data, Inc. CH POR10379 MU 2009153735.001

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(F) "Note" means the promissory note signed by Borrower and dated MARCH 02, 2007. The Note states that Borrower owes Lender TWO HUNDRED FORTY TWO THOUSAND and 00/100

Dollars (U.S. \$ 242,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than APRIL 01, 2037

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

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

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

- | | | |
|--|---|---|
| <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] |

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

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

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

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

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the 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.

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

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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in-trust, with power of sale, the following described property located in the

COUNTY
[Type of Recording Jurisdiction]

of

MULTNOMAH
[Name of Recording Jurisdiction]

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SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

which currently has the address of

1940 SE 150TH AVE, PORTLAND
[Street/City]Oregon 97233-3067 ("Property Address");
[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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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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

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priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. 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 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.

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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.

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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.

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

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

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

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

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

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

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

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

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

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CHL (08/05)

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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).

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

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

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

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any 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 may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Attorneys' Fees. As used in this Security Instrument and in the Note, attorneys' fees shall include those awarded by an appellate court.

26. Protective Advances. This Security Instrument secures any advances Lender, at its discretion, may make under Section 9 of this Security Instrument to protect Lender's interest in the Property and rights under this Security Instrument.

27. Required Evidence of Property Insurance.

WARNING

Unless you provide us with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchase by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by Applicable Law.

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

Norma L. Colt (Seal)
NORMA L. COLT -Borrower

Norma J. Hunt (Seal)
NORMA J. HUNT -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

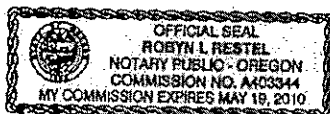
STATE OF OREGON, Multnomah County ss:
On this 2 day of March 2007, personally appeared the
above named NORMA L. COLT
NORMA J. HUNT

____ and acknowledged
the foregoing instrument to be his/her/their voluntary act and deed.

My Commission Expires: May 19, 2010 Before me: Robyn L. Restel

(Official Seal)

Robyn L. Restel
Notary Public for Oregon



-5A(OR) (04/08)

CHL (08/05)

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Form 3038 1/01

Legal Description

THE FOLLOWING DESCRIBED REAL PROPERTY SITUATE IN THE CITY OF PORTLAND,
COUNTY OF MULTNOMAH, AND STATE OF OREGON, TO WIT:

THE FOLLOWING DESCRIBED REAL PROPERTY:

LOT 1, BLOCK 2, LILA'S ADDITION, IN THE COUNTY OF MULTNOMAH AND STATE OF
OREGON.

TAX ID #: R206824

BY FEE SIMPLE DEED FROM NORMA L. COLT WHO ACQUIRED TITLE AD NORMA L. HUNT
AS SET FORTH IN INSTRUMENT NO. 2005-160767 AND RECORDED ON 8/24/2005,
MULTNOMAH COUNTY RECORDS.

THE SOURCE DEED AS STATED ABOVE IS THE LAST RECORD OF VESTING FILED FOR
THIS PROPERTY. THERE HAVE BEEN NO VESTING CHANGES SINCE THE DATE OF THE
ABOVE REFERENCED SOURCE.

VT# 2141161, COLT, NORMA

Recording Requested By:
Bank of America
Prepared By: Alda Duenas
888-603-9011

When recorded mail to:
CoreLogic
450 E. Boundary St.
Attn: Release Dept.
Chapin, SC 29036



DocID# 20015895352115691

Tax ID: R206824

Property Address:

1940 SE 150th Ave

Portland, OR 97233-3067

CRS-ADT 16077726

10/28/2011

Multnomah County Official Records
R Weldon, Deputy Clerk

2011-125338



\$36.00

00903719201101253380010013

11/09/2011 12:49:22 PM

1R-MTG A8GT

\$5.00 \$11.00 \$15.00 \$5.00

Cnt=1 Stn=23 ATPRC

This space for Recorder's use

MIN #: 1000157-0007482009-5

MERS Phone #: 888-679-6377

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 3300 S.W. 34th Avenue, Suite 101 Ocala, FL 34474 does hereby grant, sell, assign, transfer and convey unto BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP whose address is 13150 WORLD GATE DR, HERNDON, VA 20170 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: COUNTRYWIDE HOME LOANS, INC.
Original Borrower(s): NORMA L COLT, AND NORMA J HUNT
Original Trustee: FIDELITY NATIONAL TITLE INSURANCE CO.
Date of Deed of Trust: 3/2/2007 Original Loan Amount: \$242,000.00

Recorded in Multnomah County, OR on: 11/4/2009, book N/A, page N/A and instrument number 2009-153735

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on

~~OCT 5 1 2011~~

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

By:

Barbara Nord Assistant Secretary

State of California
County of Ventura

ROUDABEH BEYGZADEH-ELIAS, NOTARY PUBLIC

On Oct. 31, 2011 before me, Barbara Nord, Notary Public, personally appeared

, 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.

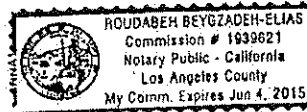
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public:

My Commission Expires: Jan 4, 2015

(Seal)



Title Data, Inc. CH POR10379 MU 2011125338.001

Craig A. Peterson, OSB #120365
Zachary Bryant, OSB #113409
Brandon Smith, OSB #124584
Robinson Tait, P.S.
710 Second Avenue, Suite 710
Seattle WA 98104
Phone: (206) 676-9640
Fax: (206) 676-9659
Email: cpeterson@robinsontait.com
Email: zbryant@robinsontait.com
Email: bsmith@robinsontait.com

CIRCUIT COURT OF OREGON FOR MULTNOMAH COUNTY

BANK OF AMERICA, N.A.,

Plaintiff,

v.

NORMA J. HUNT; THE ESTATE OF NORMA
L. COLT, DECEASED; UNKNOWN HEIRS
AND DEVISEES OF NORMA L. COLT,
DECEASED; AND PERSONS OR PARTIES
UNKNOWN CLAIMING ANY RIGHT, TITLE,
LIEN OR INTEREST IN THE PROPERTY
DESCRIBED IN THE COMPLAINT HEREIN,

Defendants.

NO.

FORECLOSURE COMPLAINT

CLAIM NOT SUBJECT TO
MANDATORY ARBITRATION

ORS 21.160(1)(C) \$324,651.74

**YOU ARE HEREBY NOTIFIED THAT THE UNDERSIGNED IS
ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED
WILL BE USED FOR THAT PURPOSE.**

COMES NOW plaintiff and states:

IDENTIFICATION OF PLAINTIFF

1. Plaintiff, Bank of America, N.A., is the current beneficiary of a Deed of Trust on
certain real property described in paragraph 3.2 of this complaint that is located in Multnomah

County, State of Oregon.

IDENTIFICATION OF DEFENDANTS

2. Defendants either have or claim some interest in the property which is subordinate to the interest of Bank of America, N.A. as follows:

Norma J. Hunt	Fee Title
The Estate of Norma L. Colt, deceased	Possible Interest in Property
Unknown Heirs and Devisees of Norma L. Colt, Deceased	Fee Title
Persons or parties unknown claiming any right, title, lien or interest in the property described in the complaint herein	Possible Interest in Property

JURISDICTION AND VENUE

3.1 This court has jurisdiction pursuant to ORS 14.030.

3.2 Actions are to be commenced in the County where the subject property is located as provided in ORS 14.040 (1), (4). The subject property is commonly known as 1940 SE 150th Avenue, Portland, OREGON 97233 and is legally described as:

LOT 1, BLOCK 2, LILA'S ADDITION, IN THE COUNTY OF MULTNOMAH
AND STATE OF OREGON

Thus, venue is proper in Multnomah County.

EXECUTION OF NOTE AND DEED OF TRUST

4.1 On or about March 2, 2007, Norma L. Colt, for valuable consideration, made, executed, and delivered to Countrywide Home Loans, Inc., a promissory Note (herein after "Note").

1 A true and correct copy of the Note is attached hereto as **Exhibit A** and is incorporated herein by this
 2 reference. Plaintiff is the holder of the Note.

3 4.2 At the same time as the execution and delivery of the Note, and as part of the same
 4 transaction, Norma L. Colt and Norma J. Hunt, who were the owners of the subject property, in order
 5 to secure repayment of the Note, executed a written Deed of Trust (herein after "Deed of Trust"),
 6 dated March 2, 2007, that secured to Mortgage Electronic Registration Systems, Inc., as Nominee for
 7 Countrywide Home Loans, Inc., the subject property described in paragraph 3.2 of this complaint.
 8

9 4.3 The Deed of Trust was recorded on November 4, 2009 under Multnomah County
 10 recording number 2009-153735. A true and correct copy of the recorded Deed of Trust is attached
 11 hereto as **Exhibit B** and is incorporated herein by this reference.
 12

13 4.4 The beneficial interest in the Deed of Trust was subsequently assigned by Mortgage
 14 Electronic Registration Systems, Inc. to Bank of America, N.A., Successor by Merger to BAC Home
 15 Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP, pursuant to an Assignment of
 16 Deed of Trust recorded on November 9, 2011 under Multnomah County recording number 2011-
 17 125338. A true and correct copy of the Assignment of Deed of Trust is attached hereto as **Exhibit C**.
 18 Plaintiff is the current beneficiary of the Deed of Trust and is the mortgagee of record.
 19

20 4.5 Norma L. Colt conveyed the subject property, with the right of survivorship, to Norma
 21 L. Colt and Norma J. Hunt by Statutory Bargain and Sale Deed, recorded on August 24, 2005 under
 22 Multnomah County recording number 2005-160767. A true and correct copy of the Statutory Bargain
 23 and Sale Deed is attached hereto as **Exhibit D**.
 24

25 4.6 On May 18, 2007, Norma L. Colt died. A true and correct copy of the Accurant search
 26 of death records for Norma L. Colt is attached hereto as **Exhibit E**.
 27

28 4.7 Norma J. Hunt entered into a loan modification ("Loan Modification"), dated

1 September 30, 2010, with BAC Home Loans Servicing, LP. The Loan Modification was recorded on
 2 January 25, 2011 under Multnomah County recording number 2011-011646. A true and correct copy
 3 of the Loan Modification is attached hereto as **Exhibit F**.

4
 5 4.8 Under the terms stated in the Loan Modification, Norma J. Hunt promised and agreed
 6 to repay the principal sum of \$312,067.31, together with interest and other amounts as provided in the
 7 Loan Modification, Note, and Deed of Trust. As of April 18, 2013, the principal balance owing is
 8 \$306,882.01. As of April 18, 2013, accrued interest from July 1, 2011 is \$11,026.77 and additional
 9 interest will continue to accrue as provided for in the Loan Modification, Note, and Deed of Trust.

10 **DEFAULT UNDER TERMS OF NOTE AND DEED OF TRUST**

11
 12 5.1 Norma J. Hunt failed to make the monthly payment due on August 1, 2011 and has
 13 failed to make any payments on the Loan Modification and Deed of Trust thereafter.

14
 15 5.2 Norma J. Hunt was given written notice dated September 16, 2011 that the loan was in
 16 default and, in order to avoid foreclosure, the loan must be brought current by October 16, 2011.
 17 Defendant failed to cure the default. A true and correct copy of the notice of default is attached
 18 hereto as **Exhibit G**.

19 **ELECTION TO ACCELERATE**

20
 21 6. By reason of said default, all conditions precedent to the acceleration of the Loan
 22 Modification, pursuant to the provisions in the Note, and foreclosure of the Deed of Trust have
 23 occurred. Accordingly, plaintiff has elected to and does exercise the option granted to it in the Note
 24 and Deed of Trust to declare the whole of the balance of both principal and interest due and payable
 25 as provided in the Note and Deed of Trust.

26 **COSTS AND FEES**

27
 28 7.1 The terms of the Note and/or Deed of Trust provide that in the event of any action to

1 collect on the Note or foreclose the Deed of Trust, plaintiff is entitled to reasonable attorneys' fees.

2 7.2 Plaintiff is further entitled, under the Note and/or Deed of Trust, to collect all expenses
3 incurred in pursuing this foreclosure action, including reimbursement for the foreclosure title report,
4 document retrieval fees, deed fees, and such additional sums as may be expended by plaintiff,
5 including any sums advanced for the payment of taxes, assessments, municipal charges and other
6 items which may constitute liens upon the above described property, together with \$4,932.96 in
7 escrow advances and sums paid by plaintiff for insurance premiums and repairs necessary to prevent
8 impairment of the security, and the cost of any appraisal, together with any other fees and costs
9 plaintiff is entitled to under the terms of the Note and/or Deed of Trust. The reserve balance, if any,
10 should be retained by plaintiff for application to homeowner's insurance and real property taxes now
11 or soon to become due.
12
13

14 MILITARY SERVICE

15 8. All information currently available to plaintiff's counsel indicates that NORMA L.
16 COLT and NORMA J. HUNT, are not in military service and that in order to determine defendants'
17 military status, an employee of Robinson Tait, P.S. visited the website for the Department of Defense
18 Manpower Data Center on March 25, 2013. Based on the information provided, NORMA L. COLT
19 and NORMA J. HUNT were not on active duty on March 25, 2013, and did not leave duty within 367
20 days of March 25, 2013. See copy of Military Status Report attached as **Exhibit H**.
21
22

23 POSSESSION

24 9. In the event of foreclosure and sale of the above described property at foreclosure sale,
25 the purchaser at such sale is entitled to possession of said property as provided by law.
26

27 OTHER SUITS AND ACTIONS

28 10. As of the date of this Complaint and to the best of plaintiff's knowledge, no other suit

1 or action has been instituted or is now pending on the Note or to foreclose the Deed of Trust.

2 **NO DEFICIENCY**

3 11. Plaintiff waives any deficiency judgment against defendants.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, plaintiff prays for judgment as follows:

6
7 (i) Monetary Judgment. That plaintiff have judgment against defendant(s) NORMA J.
8 HUNT; THE ESTATE OF NORMA L. COLT, DECEASED; UNKNOWN HEIRS AND DEVISEES
9 OF NORMA L. COLT, DECEASED, In Rem, for all outstanding principal amounts and interest
10 thereon as provided for in the Note and/or Deed of Trust, together with and for plaintiff's expenses
11 incurred in pursuing this foreclosure action, including sums advanced under the terms of the Note and
12 Deed of Trust for taxes, assessments, municipal charges, and other items, which may constitute liens
13 upon the property; together with mortgage insurance premiums, servicing fees, sums advanced for
14 insurance and repairs necessary to prevent impairment of the security, sums advanced for appraisal
15 costs, document retrieval fees, deed fees and any other fees and costs plaintiff is entitled to under the
16 terms of the Note and/or Deed of Trust; together with reasonable attorney fees in the amount of
17 \$2,050.00 for pre and post-judgment attorney fees if default is entered, and in a reasonable amount, in
18 addition thereto, if this matter is contested either prior to or after judgment, or if amendment of the
19 judgment is appropriate or necessary; and plaintiff's costs and disbursements herein, including cost of
20 title reports, expert witness fees, sheriff's costs and other costs necessarily incurred in this action; and
21 that interest accrue on all judgment amounts at the rate specified by law.

22 (ii) Foreclosure. That it be adjudged, in the event of nonpayment of the judgment
23 forthwith upon its entry, that plaintiff's Deed of Trust be declared a valid first lien upon the land and
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premises hereinabove described; that plaintiff's Deed of Trust be foreclosed; that the property covered thereby be sold at foreclosure sale in the manner provided by law; and that the proceeds thereof applied on said judgment and increased interest and such additional amounts as plaintiff may advance for taxes, assessments, municipal charges, and such other items as may constitute liens upon the property, together with sums advanced by plaintiff for insurance premiums and repairs necessary to prevent the impairment of the security, together with any other fees and costs plaintiff is entitled under the terms of the Note and/or Deed of Trust, and together with interest thereon from the date of payment.

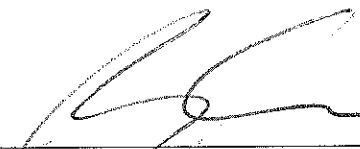
(iii) No Deficiency. That if any deficiency remains after application of the proceeds of such sale, plaintiff expressly waives a deficiency judgment, and no deficiency judgment shall be entered against the defendants.

(iv) Foreclosure of Defendants' Rights. By such foreclosure and sale, the rights of each of the defendants and persons claiming by, through, or under them be adjudged inferior and subordinate to the lien of plaintiff's Deed of Trust and be forever foreclosed except only for the statutory right redemption allowed by law.

(v) Plaintiff Allowed Right to Be Bidder. That plaintiff be permitted to become a bidder and purchaser at the sale, and that the purchaser be given possession of the property as provided by law.

(vi) Other Relief. That plaintiff may have such other and further relief as may be proper and equitable.

DATED this 26 day of March, 2013.



Craig Peterson, OSB #120365
Zachary Bryant, OSB #113409
Brandon Smith, OSB #124584
Robinson Tait, P.S.
Attorneys for Plaintiff

Bank of America

Home Loans

P.O. Box 5170
SIMI VALLEY, CA 93062-5170Send Correspondence to:
P.O. Box 5170
Simi Valley, CA 93062-5170Business Address:
450 American Street
Simi Valley, CA 93065-6285**IMPORTANT INFORMATION ENCLOSED**

AT1 6-772-79599-0009064-004-1-000-000-000-000

NORMA J HUNT
1940 SE 150TH AVE
PORTLAND, OR 97233**Notice Date:** May 11, 2013**Loan No.:** 158953521**Property Address:**
1940 Se 150th Ave
Portland, OR 97233

Dear NORMA J HUNT,

The servicing of your home loan will transfer to Green Tree Servicing LLC on June 01, 2013.**IMPORTANT MESSAGE ABOUT YOUR HOME LOAN**

On June 01, 2013, the servicing of your above referenced mortgage loan will transfer to Green Tree Servicing LLC. As of that date your new servicer, Green Tree Servicing LLC will support all your loan servicing, including billing, payment processing, and customer support. Enclosed is a Notice of Assignment, Sale, or Transfer of Servicing rights from **Bank of America** regarding the above referenced loan. **Please review all pages of the notice.**

In the mortgage lending industry, the transfer or sale of loan servicing to other servicing institutions is a common practice and we'll work closely with Green Tree Servicing LLC to make the transition as smooth as possible. If you have any questions or concerns regarding this transfer, our associates are available to answer your questions Monday-Friday 7a.m. - 7p.m. Local Time at 1-800-669-6607.

WHAT YOU NEED TO KNOW

If you are currently being considered for a loan modification or other foreclosure avoidance program, your new servicer Green Tree Servicing LLC is aware of your current status and will have all of your documents. Please contact Green Tree Servicing LLC to complete the process and determine which programs may best suit your current situation. For more information on working with Green Tree Servicing LLC, please review the frequently asked questions below.

The enclosed notice outlines the important dates and contact information you'll need for the transition to Green Tree Servicing LLC. Please note this servicing transfer only applies to the above referenced loan.

ANSWERS TO QUESTIONS YOU MAY HAVE**What will change with my servicing transfer?**

- Your loan number and payment address information will change once your loan has been transferred. Please look for a letter from Green Tree Servicing LLC within the next few weeks which will outline this important information.
- The transfer of your loan to Green Tree Servicing LLC does not affect any terms or conditions of your mortgage loan, other than those terms directly related to the servicing of the loan.
- Your monthly payment will not be affected by this transfer.

Will the quality of my loan service change?

- We expect that the quality of your loan service will not change. We are transferring servicing on your loan to Green Tree Servicing LLC, an experienced mortgage servicer who will work with you on your mortgage concerns.

Where should I make my home loan payments?

- You should continue to make your monthly payment to Bank of America through May 31, 2013. You will begin making payments to Green Tree Servicing LLC on June 01, 2013.
- If you do not receive a billing statement from Green Tree Servicing LLC before the payment is due, write your new loan number on your check and mail it to the payment address shown on the enclosed notice. Please note, if you do not have the new loan number, you may write your old Bank of America loan number on the check.

What if I have automatic payments set up with Bank of America?

- Any automatic payments set up with us through the PayPlan programs will be discontinued as of May 31, 2013. Please look for instructions from Green Tree Servicing LLC or contact them on or after June 01, 2013 to determine what payment options they may offer.

Will I still be able to make my mortgage payment at a Bank of America banking center or through online banking?

- You will no longer be able to make your payment at a Bank of America banking center for the mortgage loan being transferred.
- If you make payments through Bank of America Online Banking or any other online banking or bill payment service, you will need to update your loan number and payee information for Green Tree Servicing LLC on or after June 01, 2013.

Loan No.: 158953521

Notice Date: May 11, 2013

NOTICE OF ASSIGNMENT, SALE, OR TRANSFER OF SERVICING RIGHTS

You are hereby notified that the servicing of your mortgage loan, that is, the right to collect payments from you, will be assigned, sold or transferred from **Bank of America, N.A.** to **Green Tree Servicing LLC**, effective June 01, 2013.

The assignment, sale or transfer of the servicing of your mortgage loan does not affect any terms or conditions of the mortgage instruments, other than those terms directly related to the servicing of your loan. Except in limited circumstances, the law requires that your present servicer send you this notice at least 15 calendar days before the effective date of transfer, or at closing. Your new servicer must also send you this notice no later than 15 calendar days after this effective date or at closing.

YOUR SERVICER PRIOR TO JUNE 01, 2013:

Your *present servicer* is **Bank of America, N.A.** If you have any questions relating to the transfer of servicing from your present servicer, please call **Bank of America, N.A. Customer Service** at 1-800-689-6607, Monday-Friday 7a.m. - 7p.m. Local Time. This is a toll-free number.

YOUR NEW SERVICER ON AND AFTER JUNE 01, 2013:

Your *new servicer* will be **Green Tree Servicing LLC**. The business address for **Green Tree Servicing LLC** is: 345 St. Peter Street St. Paul MN 55102.

Toll-free Number

The toll-free telephone number of **Green Tree Servicing LLC** is 1-855-675-1030. If you have any questions relating to the transfer of servicing to your new servicer, please call **Green Tree Servicing LLC Customer Service** toll-free at 1-855-675-1030, 7:00AM to 8:00PM CST Monday - Friday and 7:00AM to 1:00PM CST Saturday.

Address for Correspondence (other than payments)

The address to send written correspondence to **Green Tree Servicing LLC** (other than payments) is: Green Tree Servicing LLC, P.O. Box 6172 Rapid City SD 57709-6172.

Address for Mailed Payments

The address to send payments to **Green Tree Servicing LLC** is:

Green Tree Servicing LLC, P.O. Box 7169 Pasadena CA 91109-7169. Please include your loan number on all checks, cashier's checks and other payments sent to **Green Tree Servicing LLC**.

INFORMATION CONCERNING YOUR LOAN PAYMENTS:

The date that **Bank of America, N.A.** will stop accepting payments from you is May 31, 2013.

The date that your *new servicer* **Green Tree Servicing LLC** will start accepting payments from you is June 01, 2013. Send all payments due on or after that date to your *new servicer*.

INFORMATION ABOUT OPTIONAL INSURANCE PRODUCTS:

The transfer of servicing rights may affect the terms of or the continued availability of credit insurance, accidental death insurance or any other type of optional insurance in the following manner: **Bank of America, N.A.** will no longer make payments to the insurance company on your behalf. As a result, your coverage may be cancelled.

You should take the following action to maintain coverage: Unless you make alternative arrangements to pay the amounts due, coverage may be cancelled. To see if it is possible to maintain coverage, you will need to contact your insurance provider to find out if other billing options can be arranged.

Michael Fuller, Oregon Bar No. 09357
Trial Attorney for Ms. Hunt
OlsenDaines, PC
PO Box 2316
Portland, Oregon 97208
Michael@UnderdogLawBlog.com
Mobile 503-201-4570
Fax 503-362-1375

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF OREGON

In re	)	Case No. 11-30638-tmb7
)	
Norma Jean Hunt,	)	DECLARATION OF MICHAEL
	)	FULLER
Debtor.)	
	)	IN SUPPORT OF MS. HUNT'S
	)	MOTION FOR ORDER OF CONTEMPT
	)	AND JUDGMENT AGAINST GREEN
	)	TREE SERVICING LLC

DECLARATION

I, Michael Fuller, declare the following under penalty of perjury:

1. I am over the age of 18 and have personal knowledge of the facts I am testifying to in this declaration. I am the trial attorney for Ms. Hunt in the above-captioned case.

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DECLARATION OF MICHAEL FULLER – Page 1

OlsenDaines, PC
PO Box 2316
Portland, OR 97208
Mobile 503-201-4570
Fax 503-362-1375

MS. HUNT EXHIBIT 6 - Page 1 of 2

2. The document attached as Exhibit 2 is a true and correct copy of a letter faxed to me by Ms. Hunt.
3. The documents attached as Exhibits 3, 4, and 5 are true and correct copies of business records and court papers from my litigation file.
4. As of the date of this declaration, Green Tree refuses to respond to my requests to discuss this matter.

Pursuant to 28 USC § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: December 5, 2013

/s/ Michael Fuller
Michael Fuller, Oregon Bar No. 09357
Trial Attorney for Ms. Hunt
OlsenDaines, PC
PO Box 2316
Portland, Oregon 97208
Michael@UnderdogLawBlog.com
Mobile 503-201-4570
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DECLARATION OF MICHAEL FULLER – Page 2

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MS. HUNT EXHIBIT 6 - Page 2 of 2