UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In ref: GMAC MORTGAGE LLC, Debtor	ADV COMPLAINT NO:
	Case No.: 12-bk-12032
BRIAN FINELL KIMBER AND MALINDA KIMBER	Texas Case No.: 12-6107-CAG
Plaintiffs vs. GMAC MORTGAGE INC, dba GMAC MORTGAGE LLC AND AMERIGROUP MORTGAGE CORPORATION A DIVISION OF MORTGAGE INVESTOR CORPORATION 6090 CENTRAL AVENUE ST. PETERSBURG, FLORIDA 33707 AND TRANSCONTINENTAL TITLE CO. 2605 ENTERPRISE ROAD STE #200 CLEARWARTER, FL 33759 AND MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC P.O. BOX 2026, FLINT, MI 48501-2026 AND SUSAN TURNER, ASSISTANT	JURY TRIAL DEMANDED

ADVERSARY COMPLAINT TO (A) AVOID LIEN,

(B) FOR DECLARATORY JUDGMENT AND (C) FOR TURNOVER

1212020121130000000000046

SECRETARY (MERS)
AND
ANH P. NGUYEN
5050 WESTCOTT, SUITE 560
HOUSTON, TEXAS 77007
AND
EXECUTIVE TRUSTEE SERVICE LLC
2255 NORTH ONTARIO ST, S-400
BURBANK, CA 91504-3120
AND
PITE DUNCAN, LLP
4375 JUTLAND DRIVE, SUITE 200
P.O. BOX 17935
SAN DIEGO, CA 92177-0935
AND
GABRIEL OZEL
4375 JUTLAND DRIVE, SUITE 200
P.O. BOX 17935
SAN DIEGO, CA 92177
AND
RAYE MAYHORN,
104 MAJESTIC VIEW CT
HARKER HEIGHTS, TX 76548
AND
REALTY EXECUTIVES OF KILLEEN,
INC dba REALTY EXECUTIVES
INTERNATIONAL
2710 SO. FORT HOOD ST

KILLEEN, TX 76542
AND
SOL JESSY LOCKHART
2710 SO. FORT HOOD ST.
KILLEEN, TX 76542
AND
ALARCON LAW GROUP P.C. DBA;
NATIONAL LEGAL ASSOCIATES LAW
FIRM, DBA; R.M.A. LEGAL NETWORK
DBA; MCA LEGAL GROUP OF
AMERICA, 4250 VETS MEMORIAL
HIGHWAY SUITE 228E WEST
HOLBROOK, NY 11741
Defendant

ADVERSARY COMPLAINT TO (A) AVOID LIEN, (B) VIOLATION OF THE AUTOMATIC STAY (C) CONSIPIRARY TO VIOLATE THE AUTOMATIC STAY (D) FOR DECLARATORY JUDGMENT AND (E) FOR TURNOVER

BRIAN FINELL KIMBER AND MALINDA KIMBER (the "Plaintiff"), Chapter 13 Debtors/Creditors for the bankruptcy estate of GMAC MORTGAGE LLC (the "Debtors"), who files this complaint to address the deception and fraudulent conveyance of the beneficial interest, in the Real Property Defendants have committed fraud and violated the automatic stay provisions of 11 U.S.C. 362(h);

JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334.

2. This matter is a core proceeding under 28 U.S.C. § 157(b) and Rule 7001 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

3. The legal predicates for the relief sought herein are based upon Section 544 of the United States Bankruptcy Code (the "Bankruptcy Code").

4. This is the proper forum in which to maintain this proceeding pursuant to 28 U.S.C. § 1409.

PARTIES

5. The Plaintiff is the Chapter 13 Debtor/Creditor (the "Debtor/Creditor") for the bankruptcy estate of the BRIAN FINELL KIMBER AND MALINDA KIMBER. Plaintiff loan is a Department of Veterans Affairs approved loan.

6. Plaintiff filed a previous bankruptcy case for relief on August 07, 2012 under Chapter 13 of the Bankruptcy Code, case number 12-11803-hcm.

7. The Defendant Amerigroup Mortgage Corporation, asserted to be a division of Defendant Mortgage Investors Corporation (collectively, "Amerigroup") is (or was) a corporation(s) that was organized under the laws of the State of Ohio and appears to be the original holder of a promissory note, related to the Deed of Trust described herein, a copy of which is attached as Exhibit A (DEED OF TRUST).

8. Defendant Transcontinental Title Co.is the original trustee under the Deed of Trust (as defined below) and is named as a Defendant only in that capacity.

9. Defendant Mortgage Electronic Registration System, Inc,. a Delaware Corporation "(MERS") IS sued in its capacity as a nominee for the original lender and lender's successors and assigns. Pursuant to the Deed of Trust, MERS is identified as "the Mortgagee" or beneficial party solely to facilitate the transfer of an interest from the original lender to successors and assigns. Pursuant to the language of the Deed of Trust, the beneficiary is identified as MERS solely as nominee for lender and lender's successors and assigns and the successors and assigns of MERS.

10. Defendant R.M.A. Legal Network stated that they would get my wife and I a modification through the Hamp Program. We had to make four payments for $967.00 ($3868.00). See Exhibit "B" (Alarcon Law Group, PC Release Agreement). After the money was paid we were told to contact the New York Office. When we called to get a status they kept passing us around. Finally we received a paper in the mail from R.M.A. Legal Network telling us that they were going to send us our money back and they never did. They promised us a loan modification and we paid them and did not receive anything, we were scammed by this company.

11. Debtor/Defendant GMAC Mortgage Corporation is party to the creation of a negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of propriety under the Uniform Commercial Code.

12. Defendant Susan Turner, Assistant Secretary Mortgage Electronic Registration Systems, Inc., is party to the creation of a negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of propriety under the Uniform Commercial Code. Defendant Turner purportedly signed Plaintiff's Assignment giving GMAC Mortgage a secured interest in Plaintiff property. Defendant Turner purportedly signed thousands of mortgage-related documents on behalf of several different banks and in multiple handwritings. See Exhibit "C" (Assignment dated June 6, 2012) allegedly signed by Susan Turner.

13. The Plaintiff's has reviewed the documents (Assignments) signed by Susan Turner and has concerns about the integrity of that Assignment and the process utilized by MERS/GMAC in filing the Assignment.

14. Subsequently, MERS filed the Assignment, Susan Turner, the individual who signed the Assignment on behalf of MERS does not appear to be a MERS employee. It is not apparent what steps Susan Turner took in order to pass a fraudulent Assignment.

15. Based on this fraudulent Assignment and inconsistencies, the Plaintiff should be given the opportunity to question Susan Turner about the methods she used and what documents were signed by her.

16. Defendant's REALTY EXECUTIVES OF KILLEEN, Sol Jessy Lockhart, and Raye Mayhorn, was told that Plaintiff was in Chapter 13 Bankruptcy Protection on August 10, 2012. Defendants continue to demand that Plaintiff move out of

their home, and continued to place notices and Real Estate signs on Plaintiff Property without proper authority to do so. These Defendants were in direct violation of the automatic stay. See Exhibit "D" (Notice from Sol Lockhart).

17. On and prior to the Petition Date, the Debtors owned certain property and improvements known as 6109 Bridgewood Drive Killeen, TX 76549 (the "Real Property") with a market value appraised by the Texas Department of Assessments and Taxation (for property tax purposes) at approximately $197,267. A copy of the assessment information on the real Property is attached as Exhibit E (Property Assessment 2011).

18. At all times immediately subsequent to the filing of the Petition herein, the property of the bankruptcy estate included the Debtors' right, title and interest in and to the Real Property with such Real Property and/or the value and proceeds thereof continuing to be property of the bankruptcy estate.

COUNT ONE

VIOLATIONS OF THE AUTOMATIC STAY

19. Violation of the Automatic Stay, under case number 12-11803-hcm.

20. Plaintiff filed his Chapter 13 bankruptcy case on August 07, 2012.

21. The foregoing paragraphs are incorporated herein by reference.

22. Defendants conduct violated 11 U.S.C. 362(a).

23. Defendant scheduled a sale of the Property for Tuesday, August 07, 2012 at 10:00 A.M.

24. Defendant knew of the bankruptcy case no later than August 07, 2012 at 8:30 A.M.

25. After learning about the bankruptcy case, Defendant did not immediately take any action to stop the foreclosure sale process. See Exhibit "F".

26. On or about August 15, 2012, Plaintiff's received a notice from Sol Lockhart, stating that their property was now owned by the Department of Veterans Affairs via foreclosure sale on August 07, 2012.

27. Sol Lockhart and her agents continued to threaten Plaintiff with eviction. They left notice after notices on Plaintiff's home and in Plaintiff's mail box demanding that he get out of his home. See Exhibit "D" (Notice From Sol Lockhart).

28. Plaintiff has suffered actual damages as a result of the aforementioned activities. Plaintiff's damages include emotional distress, out-of-pocket expenses.

29. Plaintiff's emotional distress damages include, but are not limited to, the fear that his financial situation may cause them to lose their house. These worries and concerns were separate from the anxiety he felt about filing for bankruptcy. Their reactions and emotions were not fleeting or inconsequential, especially in light of the fact that Defendant and it's agents repeatedly failed to correct its error. The circumstances surrounding the violations make it obvious that a reasonable person would suffer significant emotional harm.

WHEREFORE, Plaintiff requests an order finding the Defendant to be in civil contempt by violating the automatic stay, and awarding Plaintiff actual damages, including costs and punitive damages pursuant to 11 U.S.C. 362(k) and for contempt of court.

COUNT TWO

(AVOIDANCE OF DEFECTIVE DEED OF TRUST)

30. Prior to the commencement of the bankruptcy case, the Debtors on or about May 02, 2009 executed and delivered to Amerigroup a deed of trust (the "Deed of Trust") upon the Real Property to secure a promissory note believed to be in the original principal amount of $175,000 (the "Note").

31. The Deed of Trust was recorded among the Land Records of Bell County, Belton Texas on or about June, 2009 in Lot 98, Block 3, of Bridgewood addition phase II, an addition to the City of Killeen, Bell County Texas, according to the plat thereof recorded in Cabinet D, Slide 105A, 106B & 106C of the Plate records, Bell County, Texas.

32. Amerigroup is asserted to be the original holder of the Note related to the Deed of Trust described herein.

33. First Title & Escrow, Inc. is the original Trustee of the Deed of Trust.

34. The Deed of Trust for which Amerigroup is the beneficiary is defective and invalid as to the Plaintiff pursuant to Real Property Sec. § 12.0011 (Instruments Concerning Property: ***Original Signature*** Required for certain Instruments. In that the Deed of Trust fails to contain the requisite Affidavit

of Consideration and Affidavit of Disbursement. Furthermore Susan Turner signature is fraudulent and therefore making the Assignment enforceable.

35. Pursuant to the provisions of Section 544(a)(1) of the Bankruptcy Code, the Plaintiff, as Debtor, holds the status of a judgment lien creditor.

36. Further, pursuant to Section 544(a)(3) of the Bankruptcy Code, the Plaintiff, as Debtor, holds the status of a bona fide purchaser of property of the bankruptcy estate and takes such property without knowledge and holds the power to avoid the lien of the Deed of Trust against the Real Property.

37. The Defendants failed to perfect the recordation of the Deed of Trust pursuant to Title 3 Chapter 12 Recording of Instruments resulting from the absence of a legally sufficient acknowledgement and affidavit. As such, the Deed of Trust upon the Real Property is void and invalid as to the Plaintiff pursuant to Section 544 of the Bankruptcy Code.

WHEREFORE, the Plaintiff seeks the relief as set forth at the conclusion of this Adversary Proceeding Complaint.

COUNT THREE

(DECLARATORY RELIEF)

38. The Debtor incorporates by reference all of the allegations contained in Paragraphs 1 through 37 as fully set forth herein.

39. The defective Deed of Trust is voidable by the Plaintiff in the exercise of the powers granted to the Plaintiff, as

Debtor/Creditor, pursuant to Section 544 of the Bankruptcy Code.

40. Accordingly, the Plaintiff seeks a declaration that the Deed of Trust, Assignment and the asserted lien and security interests of Defendants in and to the Real Property and/or the proceeds thereof be declared void as to the Plaintiff and the bankruptcy estate (or alternatively subordinate to the interest of the Plaintiff and the bankruptcy estate).

41. The Plaintiff also seeks a declaration that the interests of the Plaintiff and the bankruptcy estate in and to the Real Property and the proceeds thereof are superior to the unperfected interest of Defendants.

WHEREFORE, the Plaintiff seeks the relief as set forth at the conclusion of this Adversary Proceeding Complaint.

COUNT FOUR

(TURNOVER)

22. The Plaintiff incorporates by reference all of the allegations contained in Paragraphs 1 through 41 as fully set forth herein.

23. By reason of the foregoing, the security interest, and lien of the Defendants and the Deed of Trust in and to the Real Property and/or the proceeds thereof are void as against the Plaintiff. Further, the Deed of Trust is void as to the Plaintiff, as Trustee, pursuant to Section 544 of the Bankruptcy Code.

24. Accordingly, the bankruptcy estate's interest in the property as of the Petition Date has a value to the full extent of the market value.

25. Consequently, the bankruptcy estate has equity in the Real Property of not less than market value which the Plaintiff may use, sell, lease or otherwise dispose of in accordance with the provisions of the Bankruptcy Code.

WHEREFORE, the Plaintiff respectfully requests this Court make such findings and enter such judgments as are appropriate, including, without limitation, alternatively or cumulatively, the following:

A. A determination that the Defendants do not have a perfected security interest in the Real Property.

B. A determination that the claims of the Defendants as a result of and/or arising from the Real Property are unsecured claims.

C. An avoidance of the recordation of the Deed of Trust and the lien granted for the Deed of Trust in and against the Real Property pursuant to Section 544 of the Bankruptcy Code.

D. Judgment in favor of the Plaintiff and against the Defendants.

E. An order that the Defendants immediately release the Deed of Trust.

F. Judgment in favor of the Plaintiff and against the Defendants in the amount of the damages incurred by the Plaintiff, including the market value of the property, costs and attorneys' fees.

G. The grant of such other and further relief as is just and appropriate.

/s/ Brian Finell Kimber

/s/ Malinda D. Kimber

Malinda D. Kimber
6109 Bridgewood Drive
Killeen, Texas 76549

B104 (FORM 104) (08/07)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)	ADVERSARY PROCEEDING NUMBER (Court Use Only)
PLAINTIFFS BRIAN FINELL KIMBER MALINDA DENISE KIMBER 6109 BRIDGEWOOD DR KILLEEN TX 76549	**DEFENDANTS** GMAC MORTGAGE CORPORATION 1100 VIRGINIA DRIVE FORT WASHINGTON, PA 19034
ATTORNEYS (Firm Name, Address, and Telephone No.)	**ATTORNEYS** (If Known) LARREN M. NASBELSKY MORRISON & FOERSTER LLP 1290 AVENUE OF THE AMERICAS NEW YORK, NY 10104
PARTY (Check One Box Only) ☐ Debtor ☐ U.S. Trustee/Bankruptcy Admin ☐ Creditor ☐ Other ☐ Trustee	**PARTY** (Check One Box Only) ☐ Debtor ☐ U.S. Trustee/Bankruptcy Admin ☐ Creditor ☐ Other ☐ Trustee

CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED)
VIOLATION OF AUTOMATIC STAY; ACTION TO DECLARE LIEN AND ENCUMBRANCE INVALID; Secs. 506(a); 1322(b)(2); AND DECLARE THE ASSIGNMENT FROM , MORTGAGE ELECTRONIC REGISTRATION SYSTEM SIGNED BY SUSAN TURNER TO GMAC MORTGAGE INVALID, AND THAT GMAC, TRANSCONTINENTIAL TITLE COMPANY AS TRUSTEE, HAD NO INTEREST IN THE PROPETY AT THE TIME IT INITIATED ITS FORECLOSURE PROEEDINGS; NO VAILD ASSIGNMENT.

NATURE OF SUIT

(Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)

FRBP 7001(1) – Recovery of Money/Property
- ☐ 11-Recovery of money/property - §542 turnover of property
- ☐ 12-Recovery of money/property - §547 preference
- ☐ 13-Recovery of money/property - §548 fraudulent transfer
- ☐ 14-Recovery of money/property - other

FRBP 7001(2) – Validity, Priority or Extent of Lien
- ■ 21-Validity, priority or extent of lien or other interest in property

FRBP 7001(3) – Approval of Sale of Property
- ☐ 31-Approval of sale of property of estate and of a co-owner - §363(h)

FRBP 7001(4) – Objection/Revocation of Discharge
- ☐ 41-Objection / revocation of discharge - §727(c),(d),(e)

FRBP 7001(5) – Revocation of Confirmation
- ☐ 51-Revocation of confirmation

FRBP 7001(6) – Dischargeability
- ☐ 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims
- ☐ 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud
- ☐ 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny

(continued next column)

FRBP 7001(6) – Dischargeability (continued)
- ☐ 61-Dischargeability - §523(a)(5), domestic support
- ☐ 68-Dischargeability - §523(a)(6), willful and malicious injury
- ☐ 63-Dischargeability - §523(a)(8), student loan
- ☐ 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support)
- ☐ 65-Dischargeability - other

FRBP 7001(7) – Injunctive Relief
- ■ 71-Injunctive relief – imposition of stay
- ☐ 72-Injunctive relief – other

FRBP 7001(8) Subordination of Claim or Interest
- ☐ 81-Subordination of claim or interest

FRBP 7001(9) Declaratory Judgment
- ☐ 91-Declaratory judgment

FRBP 7001(10) Determination of Removed Action
- ☐ 01-Determination of removed claim or cause

Other
- ☐ SS-SIPA Case – 15 U.S.C. §§78aaa *et.seq.*
- ☐ 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)

☐ Check if this case involves a substantive issue of state law	☐ Check if this is asserted to be a class action under FRCP 23
■ Check if a jury trial is demanded in complaint	Demand $ 10,000,000
Other Relief Sought	

RECEIVED
NOV 26 2012
U.S. BANKRUPTCY COURT
SO DIST OF NEW YORK

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR GMAC MORTGAGE LLC	BANKRUPTCY CASE NO. 1:12-bk-12032	
DISTRICT IN WHICH CASE IS PENDING SOUTHERN DISTRICT OF NEW YORK	DIVISION OFFICE MANHATTAN	NAME OF JUDGE MARTIN GLENN
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO. 12-AP-06044
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) Brian Finell Kimber Malinda D. Kimber		
DATE **NOVEMBER 13, 2012**	PRINT NAME OF ATTORNEY (OR PLAINTIFF) **BRIAN & MALINDA KIMBER, PRO SE WITHOUT PREJUDICES UCC-1-207**	

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 104, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 104 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and **Defendants.** Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

EXHIBIT "A"

DEED OF TRUST

Doc# 00017147

~~After Recording Return To:~~
AMERIGROUP MORTGAGE CORPORATION A DIVISION OF MORTGAGE INVESTORS CORPORATION
6090 CENTRAL AVENUE
ST. PETERSBURG, FLORIDA 33707
Loan Number: 09100015198
Case Number: 494961080917
Prepared by
Ellen Mefford at Amerigroup

RETURN TO:
TRANSCONTINENTAL TITLE CO.
RECORDING DIV ION
2605 ENTERPRISE ROAD STE#200
CLEARWATER, FL 33759-9973

87 pg 501

MIC-574963-20

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

MIN: 100073300006153682

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) **"Security Instrument"** means this document, which is dated MAY 2, 2009 , together with all Riders to this document.
(B) **"Borrower"** is BRIAN FINELL KIMBER AND MALINDA D KIMBER, HUSBAND AND WIFE

Borrower is the grantor under this Security Instrument.

RP 05/13/2009



CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE

OCT 25 2012

CO. CLERK, BELL CO., TX

(C) "Lender" is AMERIGROUP MORTGAGE CORPORATION A DIVISION OF MORTGAGE INVESTORS CORPORATION
Lender is a An Ohio Corporation
and existing under the laws of OHIO organized
Lender's address is 6090 CENTRAL AVENUE, ST. PETERSBURG, FLORIDA 33707

(D) "Trustee" is TransContinental Title Company ~~National Retail~~

Trustee's address is 2605 Enterprise Road East, Suite 200, Clearwater, Florida 33759

(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.

(F) "Note" means the promissory note signed by Borrower and dated MAY 2, 2009
The Note states that Borrower owes Lender ONE HUNDRED SEVENTY-FIVE THOUSAND NINE HUNDRED FIFTY AND 00/100 Dollars (U.S. $ 175,950.00)
plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JUNE 1, 2039

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

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

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

- ☐ Adjustable Rate Rider
- ☐ Balloon Rider
- ☐ 1-4 Family Rider
- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Biweekly Payment Rider
- ☐ Second Home Rider
- ☒ Other(s) [specify] ASSUMPTION RIDER, RENEWAL EXTENSION EXHIBIT

(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.

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE

OCT 25 2012

CO. CLERK, BELL CO., TX

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY of BELL :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N.: 383576

which currently has the address of 6109 BRIDGEWOOD DRIVE
[Street]

KILLEEN , Texas 76549 ("Property Address"):
[City] [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.

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE
OCT 25 2012
CO. CLERK, BELL CO., TX

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

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; and (c) premiums for any and all insurance required by Lender under Section 5. 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

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

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

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

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

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

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

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

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RP 05/19/2008

Doc# 00020654

Return To:
DHI Mortgage Company
Post Closing Department
12357 Riata Trace Pkwy.
Suite C150
Austin, TX 78727
000659980 131
Prepared By:

CTX 1029666 [Space Above This Line For Recording Data]

DEED OF TRUST

MIN 100020410001857882

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEFINITIONS

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

(A) **"Security Instrument"** means this document, which is dated May 15, 2008, together with all Riders to this document.

(B) **"Borrower"** is Brian Finell Kimber and Malinda D. Kimber, husband and wife

Borrower is the grantor under this Security Instrument.

(C) **"Lender"** is DHI MORTGAGE COMPANY LTD

49-49-6-1060395

000659980

COMMERCE TITLE COMPANY
ATTN: CAROL COOK
1603 LBJ FREEWAY SUITE 500
DALLAS, TX 75234

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Lender is a Limited Partnership
organized and existing under the laws of Texas
Lender's address is 12357 Riata Trace Pkwy. Suite C150
Austin. TX 78727
Lender includes any holder of the Note who is entitled to receive payments under the Note.
(D) "Trustee" is Randall C Present

12357 Riata Trace Parkway suite C150, Austin. TX 78727 . Trustee's address is

(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 a 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.
(F) "Note" means the promissory note signed by Borrower and dated May 15, 2008
The Note states that Borrower owes Lender one hundred sixty-eight thousand seven hundred eighty-five and 00/100 Dollars
(U.S. $168,785.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 1, 2038
(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ 1-4 Family Rider
☒ VA Rider	☐ Biweekly Payment Rider	☐ 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.
49-49-6-1060395

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(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 of Bell :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

Lot 98, Block 03, BRIDGEWOOD ADDITION PHASE II, an Addition to the City of Killeen, Bell County, Texas, according to the plat thereof recorded in Cabinet D, Slides 106A, 106B, and 106C, Plat Records, Bell County, Texas.

Parcel ID Number:
6109 Bridgewood Drive
Killeen
("Property Address"):

which currently has the address of
[Street]
[City], Texas 76549
[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

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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.

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.

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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.

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Bettie Coston
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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

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interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any 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

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received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

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

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

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

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

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan

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servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 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 will 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. For the purposes of this Section 22, the term "Lender" includes any holder of the Note who is entitled to receive payments under the Note.

If Lender invokes the power of sale, Lender or Trustee shall give notice of the time, place and terms of sale by posting and filing the notice at least 21 days prior to sale as provided by Applicable Law. Lender shall mail a copy of the notice to Borrower in the manner prescribed by Applicable Law. Sale shall be made at public venue. The sale must begin at the time stated in the notice of sale or not later than three hours after that time and between the hours of 10 a.m. and 4 p.m. on the first Tuesday of the month. Borrower authorizes Trustee to sell the property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying indefeasible title to the Property with covenants of general warranty from Borrower. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. 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.

If the Property is sold pursuant to this Section 22, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession or other court proceeding.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall provide a release of this Security Instrument to Borrower or Borrower's designated agent in accordance with Applicable Law. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee; Trustee Liability. All rights, remedies and duties of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting alone or together. Lender, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by Applicable Law.

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Trustee shall not be liable if acting upon any notice, request, consent, demand, statement or other document believed by Trustee to be correct. Trustee shall not be liable for any act or omission unless such act or omission is willful.

25. Subrogation. Any of the proceeds of the Note used to take up outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property. Lender shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

26. Partial Invalidity. In the event any portion of the sums intended to be secured by this Security Instrument cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.

27. Purchase Money; Owelty of Partition; Renewal and Extension of Liens Against Homestead Property; Acknowledgment of Cash Advanced Against Non-Homestead Property. Check box as applicable:

☒ **Purchase Money.**

The funds advanced to Borrower under the Note were used to pay all or part of the purchase price of the Property. The Note also is primarily secured by the vendor's lien retained in the deed of even date with this Security Instrument conveying the Property to Borrower, which vendor's lien has been assigned to Lender, this Security Instrument being additional security for such vendor's lien.

☐ **Owelty of Partition.**

The Note represents funds advanced by Lender at the special instance and request of Borrower for the purpose of acquiring the entire fee simple title to the Property and the existence of an owelty of partition imposed against the entirety of the Property by a court order or by a written agreement of the parties to the partition to secure the payment of the Note is expressly acknowledged, confessed and granted.

☐ **Renewal and Extension of Liens Against Homestead Property.**

The Note is in renewal and extension, but not in extinguishment, of the indebtedness described on the attached Renewal and Extension Exhibit which is incorporated by reference. Lender is expressly subrogated to all rights, liens and remedies securing the original holder of a note evidencing Borrower's indebtedness and the original liens securing the indebtedness are renewed and extended to the date of maturity of the Note in renewal and extension of the indebtedness.

☐ **Acknowledgment of Cash Advanced Against Non-Homestead Property.**

The Note represents funds advanced to Borrower on this day at Borrower's request and Borrower acknowledges receipt of such funds. Borrower states that Borrower does not now and does not intend ever to reside on, use in any manner, or claim the Property secured by this Security Instrument as a business or residential homestead. Borrower disclaims all homestead rights, interests and exemptions related to the Property.

28. Loan Not a Home Equity Loan. The Loan evidenced by the Note is not an extension of credit as defined by Section 50(a)(6) or Section 50(a)(7), Article XVI, of the Texas Constitution. If the Property is used as Borrower's residence, then Borrower agrees that Borrower will receive no cash from the Loan evidenced by the Note and that any advances not necessary to purchase the Property, extinguish an owelty lien, complete construction, or renew and extend a prior lien against the

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CO. CLERK, BELL CO., TX

Property, will be used to reduce the balance evidenced by the Note or such Loan will be modified to evidence the correct Loan balance, at Lender's option. Borrower agrees to execute any documentation necessary to comply with this Section 28.

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

Witnesses:

Brian Finell Kimber (Seal) -Borrower

Malinda D. Kimber (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE

OCT 25 2012

Bentley Coston
CO. CLERK BELL CO. TX

STATE OF TEXAS
County of Bell

Before me THE UNDERSIGNED NOTARY on this day personally appeared
Brian Finell Kimber & Malinda D. Kimber

known to me (or proved to me on the oath of OFFICE
or through PHOTO ID) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/(they) executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 15 day of MAY, 2008

(Seal)

JUSTIN C. HUMPHRIES
Notary Public, State of Texas
My Commission Expires
DEC. 23, 2010

Justin C. Humphries
Notary Public

My Commission Expires: 12/23/2010

49-49-6-1060395

VMP®-6A(TX) (0704)

Initials: BFC MDK

000659980

Form 3044 1/01

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OCT 25 2012

Bobbie Cotton
CO. CLERK, BELL CO., TX

VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER

NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS VA GUARANTEED LOAN AND ASSUMPTION POLICY RIDER is made this 15th day of May, 2008 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to DHI MORTGAGE COMPANY LTD

(herein "Lender") and covering the Property described in the Security Instrument and located at 6109 Bridgewood Drive, Killeen, TX 76549

[Property Address]

VA GUARANTEED LOAN COVENANT: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of Borrower and Lender. Any provisions of the Security Instrument or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations, including, but not limited to, the provision for payment of any sum in connection with prepayment of the secured indebtedness and the provision that the Lender may accelerate payment of the secured indebtedness pursuant to Covenant 18 of the Security Instrument, are hereby amended or negated to the extent necessary to conform such instruments to said Title or Regulations.

MF

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OCT 25 2012

CO. CLERK BELL CO., TX

LATE CHARGE: At Lender's option, Borrower will pay a "late charge" not exceeding four per centum (4%) of the overdue payment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

GUARANTY: Should the Department of Veterans Affairs fail or refuse to issue its guaranty in full amount within 60 days from the date that this loan would normally become eligible for such guaranty committed upon by the Department of Veterans Affairs under the provisions of Title 38 of the U.S. Code "Veterans Benefits," the Mortgagee may declare the indebtedness hereby secured at once due and payable and may foreclose immediately or may exercise any other rights hereunder or take any other proper action as by law provided.

TRANSFER OF THE PROPERTY: This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

An authorized transfer ("assumption") of the property shall also be subject to additional covenants and agreements as set forth below:

(a) ASSUMPTION FUNDING FEE: A fee equal to one-half of one percent (0.500 %) of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729 (c).

(b) ASSUMPTION PROCESSING CHARGE: Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.

(c) ASSUMPTION INDEMNITY LIABILITY: If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

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OCT 25 2012

Shelley Coston
CO. CLERK, BELL CO., TX

IN WITNESS WHEREOF, Borrower(s) has executed this VA Guaranteed Loan and Assumption Policy Rider.

Brian Finell Kimber -Borrower

Malinda D. Kimber -Borrower

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

-Borrower

49-49-6-1060395

VMP®-538R (0405).01

000659980

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DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE
OCT 25 2012
CO. CLERK BELL CO. TX

Bell County
Shelley Coston
County Clerk
Belton, Texas 76513

Instrument Number: 2008-00020654
As
Recordings

Recorded On: May 19, 2008

Parties: KIMBER BRIAN FINELL

To DHI MORTGAGE COMPANY LTD

Billable Pages: 19

Number of Pages: 20

Comment:

(Parties listed above are for Clerks reference only)

** Examined and Charged as Follows: **

Recordings	86.00
Total Recording:	86.00

********** DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT **********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2008-00020654
Receipt Number: 31641
Recorded Date/Time: May 19, 2008 08:28:16A
User / Station: H Felipa - Cash Station 1

Record and Return To:

COMMERCE TITLE (CTAS LLC)
1603 LBJ FRWY #500
ATTN CAROL COOK CENTRAL BSC
DALLAS TX 75234

I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property Records in Bell County, Texas

Shelley Coston
Bell County Clerk

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE

OCT 25 2012

Shelley Coston
CO. CLERK BELL CO., TX

N. Mitchel, Deputy

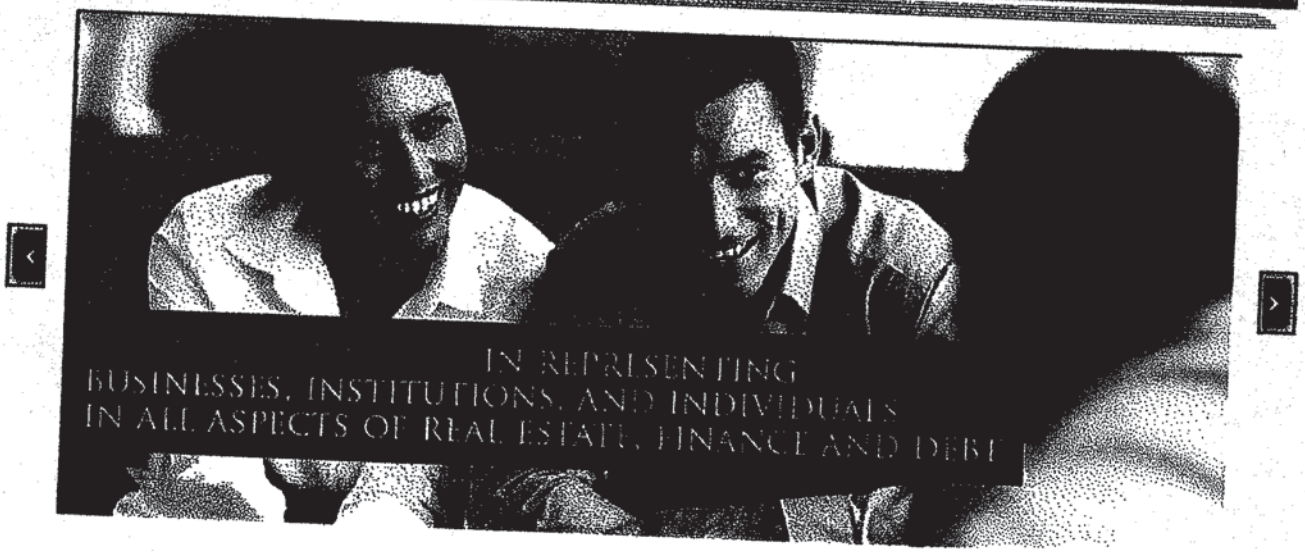
EXHIBIT "B"

ALARCON LAW GROUP, PC
RELEASE AGREEMENT

LEGAL NETWORK

866-952-9020

HOME PRACTICE AREAS ABOUT US RESOURCES BLOG CONTACT



PRACTICE AREAS

3000.00 Dollars Lost

Scam

WELCOME

R.M.A Legal Network is a Law Firm that expertly represents clients in a wide variety of legal matters. R.M.A Legal Network's specialization in Consumer Law, as well as its nationwide attorney network, has enabled the firm to successfully help homeowners avoid and stop the foreclosure process on a national scale. By utilizing the firm's extensive experience and resources, R.M.A Legal Network will implement any means necessary to achieve the objective of each case.

Our nationwide network of attorneys enables you to have access to an attorney in your state to assist you in all of your legal needs. R.M.A Legal Network's legal certification provides us the ability to have our own loss mitigation department that works directly with the banks themselves.

LEARN MORE

BLOG

By R. M. A. Legal Network

R. M. A. Legal Network is a network of firms that specializes in reducing/eliminating debt, along with representing clients in a variety of legal fields. Our attorneys suggest the best solution for any individual in some type of legal or financial crisis, based on our firms practice areas.

Our firm will evaluate your case and determine the best course of action based on your financial or...

READ MORE

BLOG ARCHIVE

» Welcome to R. M. A. Legal Network

READ MORE

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This site is for informational purposes only.

Alarcon Law Group, P.C.

RELEASE AGREEMENT

This RELEASE agreement ("Agreement") is made on this 2nd day of August 2012 by and between Brian Kimber residing at 6109 Bridgewood Dr., Killeen, TX 76549, and (Alarcon Law Group P.C). (ALGPC) and located at 140 Fell Court, Suite 202 Hauppauge, N.Y. 11788, all (Alarcon Law Group, P.C.) Of Counsel Attorneys located within your state, and all agents and/ or companies who referred your case to our law firm.

WHEREAS, Client has contracted ALGPC to provide loss mitigation services and agreed to pay a retainer fee in the amount of 3 payments of $967 each payment for a total of $2,901 for these services. These payments were for legal services already performed as outlined in our signed retainer fee and scope of representation.

WHEREAS, it is the intention of the parties to fully and completely settle, and conclude any and all disputes, differences, claims, demands, and causes of action between the parties existing as of the date of this Agreement, whether known or unknown, all as more specifically set forth herein.

NOW, THEREFORE, upon the mutual promises and covenants herein contained, the parties hereto agree as follows;

1. ALGPC agrees to refund Nine Hundred Sixty Seven($967) to Client (the "Retainer Refund"), payable in the following manner (the, "Refund Payment Schedule"):
    a. ALGPC will make one ach merchant refunds to clients existing account used previously to process payments.
        i. ALGPC will issue one refund in the amount of $967 totaling ($967). Refund will be processed same day that Client forwards a signed copy of this agreement to ALGPC.

        ii. By signing this agreement you will hold ALGC and all agents and marketing referral companies, such as Attorney Legal Network (ALN), harmless and free of liability with regard to your mortgage, foreclosure actions and any matters relating to your case. You will also release ALGPC as legal counsel in any current or future litigation or matters relating to your case. The refund may take up to 5 business days for both transaction refunds to appear in the Clients bank account.

This is where they Lied about giving money back I faxed back

R.M.A Legal Network

BORROWER'S CERTIFICATION AND AUTHORIZATION CERTIFICATION

The Undersigned certify the following:

1. I/We have applied for a Loss Mitigation Services from R.M.A. Legal Network, and/or one of their Of Counsel attorneys. In applying for the Services, I/We completed an application containing various information on the purpose of the Loss Mitigation Services, the amount and source of the rate and payment adjustments, employment and income information and the assets and liabilities. I/We certify that all of the information is true and complete. I/We made representations for the Loss Mitigation Services or other documents, nor did I/We omit any pertinent information.
2. I/We have applied for a Loss Mitigation Services from R.M.A. Legal Network, and/or one of their Of Counsel attorneys, in applying for the Services, I/We understand, authorize and agree that credit report(s) to be obtained in connection with this application by R.M.A. Legal Network, and/or one of their Of Counsel Attorneys, or a third party provider.
3. I/We understand and agree that R.M.A. Legal Network, and/or one of their Of Counsel Attorneys, reserves the right to verify the information provided on the application with the employer and/or the financial institutions.
4. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this modification, as applicable under the provisions of Title 18, United States Code, Section 1014.

Authorization to Release Information

To Whom It May Concern:

1. I/We have applied for a Loss Mitigation Services from R.M.A. Legal Network, and/or one of their Of Counsel attorneys, as part of the application process, R.M.A. Legal Network, and/or one of their Of Counsel Attorney's may verify information contained in my/our application and in other documents required in connection with the Loss Mitigation Services, either before the Loss Mitigation Services is settled or as part of its quality control program.
2. A copy of this authorization may be accepted as an original.
3. I/We do hereby authorize (my lender/mortgage servicer) to release or otherwise provide to The Staff at R.M.A. Legal Network, and/or one of their Of Counsel Attorneys, the below information. Rory Alarcon, Denise Garcia, Phyllis Messina, Samantha Torregrossa, Jennifer Carrapeiro, Angela Sarvis, Karen Clark, Dorriann Wright, Kristen Dottone, Tiffany Clark, Brittney Votta, Tim Butler, Carol Lynn Chizzonita, Nicole Mitchell, or any employed staff member, attorney, and any Of Counsel attorney, public and non-public financial information contained in my loan account which may include, but is not limited to, loan balances, final payoff, loan payment history, payment activity, and/or property information.

This authorization is valid for One year from the above date and/or until it is removed in writing by the Borrower(s) or R.M.A. Legal Network, and/or one of their Of Counsel attorney's.

Applicant: _____ SSN: 498822526 Date: _____

Co-Applicant: _____ SSN: 433170649 Date: _____

For SCC use only:

Loan Number: _____

Property Address: _____

Printer Friendly

STATEMENT OF ACCOUNT

ACCESS NUMBER
05951924
STATEMENT PERIOD
04/13/12 - 05/12/12
ACCOUNT NUMBER
00003026186811

#BWNLLSV
#000000085Y5QYR4A0#000MMY90F
MALINDA D KIMBER
6109 BRIDGEWOOD DR
KILLEEN TX 76549-5080

Summary of your deposit accounts

	Previous Balance	Deposits/ Credits	Withdrawals/ Debits	Ending Balance	YTD Dividends
EveryDay Checking 7019614960	$1,030.16	$636.88	$1,622.28	$44.76	$0.15
Membership Savings 3026186811	$5.69	$0.02	$0.00	$5.71	$0.15
Totals	$1,035.85	$636.90	$1,622.28	$50.47	$0.30

Checking

EveryDay Checking - 7019614960

Joint Owner(s): BRIAN F KIMBER

Date	Transaction Detail	Amount($)	Balance($)
04-13	Beginning Balance		1,030.16
04-19	POS Debit Visa Check Card 7300 04-18-12 Taco Bell 022952 Killeen TX	3.07-	1,027.09
04-25	POS Debit - VCC 7300 Transaction 04-24-12 Kmart Killeen TX	65.60-	961.49
04-26	POS Debit Visa Check Card 7300 04-24-12 Regional Acceptanc 252-7561121 NC	300.00-	661.49
04-30	Deposit - DFAS-Cleveland Nat Net 01Afd3	636.76	1,298.25
04-30	Dividend	0.12	1,298.37
05-01	POS Debit - VCC 7300 Transaction 04-30-12 Wal-Mart Super Copperas Cove TX	11.63-	1,286.74
05-01	POS Debit - VCC 7300 Transaction 04-30-12 Dollar General Killeen TX	20.86-	1,265.88
05-02	POS Debit - VCC 7300 Transaction 05-01-12 Family Dollar # Kilenn TX	7.42-	1,258.46
05-02	Paid To - Capitall Transfer Chk 6500009	10.00-	1,248.46
05-07	Paid To - Legal Network Autopay Chk 3110121	967.00-	281.46
05-07	POS Debit Visa Check Card 7300 05-05-12 Bed Bath & Beyond Harker Height TX	17.28-	264.18
05-07	POS Debit Visa Check Card 7300 05-05-12 Bed Bath & Beyond Harker Height TX	17.31-	246.87
05-07	POS Debit Visa Check Card 7318 05-03-12 Colonial Warranty 877-3130001 DE	44.73-	202.14
05-07	POS Debit Visa Check Card 7300 05-04-12 Twc*time Warner CA 800-222-5355 TX	88.70-	113.44
05-07	Paid To - Capital One Online Pmt Chk 5140551	15.00-	98.44
05-09	POS Debit - VCC 7300 Transaction 05-08-12 Family Dollar # Kilenn TX	11.20-	87.24
05-09	POS Debit Visa Check Card 7300 05-08-12 Identity Guard 800-214-4791 VA	17.99-	69.25
05-09	POS Debit - VCC 7300 Transaction 05-08-12 Aafes Ft Hood	22.24-	47.01
05-10	POS Debit - VCC 7300 Transaction 05-09-12 Aafes Ft Hood	2.25-	44.76
05-12	Ending Balance		44.76

Average Daily Balance - Current Cycle: $676.68
Your account earned $0.12, with an annual percentage yield earned of 0.150%, for the dividend period from 04-01-2012 through 04-29-2012

Items Paid

Date	Item	Amount($)	Date	Item	Amount($)
05-02	ACH	10.00	05-07	POS	17.31
05-02	ACH	967.00	05-07	POS	44.73
05-07	ACH	15.00	05-07	POS	88.70
04-19	POS	3.07	05-07	POS	17.28
04-25	POS	65.60	05-09	POS	11.20
04-26	POS	300.00	05-09	POS	17.99
05-01	POS	20.86	05-09	POS	22.24
05-01	POS	11.63	05-10	POS	2.25
05-02	POS	7.42			

Savings

Membership Savings - 3026186811

Joint Owner(s): BRIAN F KIMBER

Date	Transaction Detail	Amount($)	Balance($)
04-13	Beginning Balance		5.69
04-30	Dividend	0.02	5.71
05-12	Ending Balance		5.71

Your account earned $0.02, with an annual percentage yield earned of 0.340%, for the dividend period from 04-01-2012 through 04-29-2012

Back

three month 962.00 paid RMA

Printer Friendly

STATEMENT OF ACCOUNT

ACCESS NUMBER
05951924
STATEMENT PERIOD
05/13/12 - 06/12/12
ACCOUNT NUMBER
00003026186811

#RWNLLSV
#000000P5Y5QYR4A0H000JMV90F
MALINDA D KIMBER
6109 BRIDGEWOOD DR
KILLEEN TX 76549-5080

Summary of your deposit accounts

	Previous Balance	Deposits/ Credits	Withdrawals/ Debits	Ending Balance	YTD Dividends
EveryDay Checking 7019614960	$44.76	$997.49	$1,043.66	$1.41-	$0.17
Membership Savings 3026186811	$5.71	$0.00	$0.71	$5.00	$0.15
Totals	$50.47	$997.49	$1,044.37	$3.59	$0.32

Checking

EveryDay Checking - 7019614960

Joint Owner(s): BRIAN F KIMBER

Date	Transaction Detail	Amount($)	Balance($)
05-13	Beginning Balance		44.76
05-14	POS Debit - VCC 7300 Transaction 05-11-12 Shell Service Station Killeen TX	15.00-	29.76
05-21	POS Debit - VCC 7300 Transaction 05-19-12 067190034751 Killeen TX	10.46-	19.30
05-30	POS Debit - VCC 7300 Transaction 05-29-12 Cato - Catexpressway F Killeen TX	6.47-	12.83
05-31	Deposit - DFAS-Cleveland Rot Net 01Afd3	636.76	649.59
05-31	Dividend	0.02	649.61
06-01	Deposit	360.00	1,009.61
06-04	Paid To - Legal Network Autopay Chk 3110111	967.00-	42.61
06-05	POS Debit Visa Check Card 7318 06-03-12 Colonial Warranty 877-3130001 DE	44.73-	2.12-
06-06	Transfer From Shares	0.71	1.41-
06-12	Ending Balance		1.41-

Average Daily Balance - Current Cycle: $133.82
Your account earned $0.02, with an annual percentage yield earned of 0.180%, for the dividend period from 05-01-2012 through 05-30-2012

Items Paid

Date	Item	Amount($)	Date	Item	Amount($)
06-04	ACH	967.00	05-30	POS	6.47
05-14	POS	15.00	06-05	POS	44.73
05-21	POS	10.46			

Savings

Membership Savings - 3026186811

Joint Owner(s): BRIAN F KIMBER

Date	Transaction Detail	Amount($)	Balance($)
05-13	Beginning Balance		5.71
06-06	Transfer To Checking	0.71-	5.00
06-12	Ending Balance		5.00

967.00 Paid RMA

Back

Printer Friendly

STATEMENT OF ACCOUNT

ACCESS NUMBER
05951924
STATEMENT PERIOD
06/13/12 - 07/12/12
ACCOUNT NUMBER
00003026186811

#BWNLLSV
#000000P5Y5QYR4A0#000JML90F
MALINDA D KIMBER
6109 BRIDGEWOOD DR
KILLEEN TX 76549-5080

Summary of your deposit accounts

	Previous Balance	Deposits/ Credits	Withdrawals/ Debits	Ending Balance	YTD Dividends
EveryDay Checking 7019614960	$1.41-	$1,061.78	$1,029.72	$30.65	$0.19
Membership Savings 3026186811	$5.00	$0.00	$0.00	$5.00	$0.15
Totals	$3.59	$1,061.78	$1,029.72	$35.65	$0.34

Checking

EveryDay Checking - 7019614960

Joint Owner(s): BRIAN F KIMBER

Date	Transaction Detail	Amount($)	Balance($)
06-13	Beginning Balance		1.41-
06-18	Deposit	20.00	18.59
06-26	POS Debit Visa Check Card 7300 06-25-12 Identity Guard 800-214-4791 VA	17.99-	0.60
06-28	Deposit - DFAS-Cleveland Ret Net 01Afd3	636.76	637.36
06-29	Deposit	380.00	1,017.36
06-29	Dividend	0.02	1,017.38
07-03	Paid To - Legal Network Autopay Chk 3110111	967.00-	50.38
07-05	POS Debit Visa Check Card 7318 07-03-12 Colonial Warranty 877-3130001 DE	44.73-	5.65
07-12	Deposit - Aafes Payroll 01Afd1	25.00	30.65
07-12	Ending Balance		30.65

Average Daily Balance - Current Cycle: $167.35
Your account earned $0.02, with an annual percentage yield earned of 0.120%, for the dividend period from 06-01-2012 through 06-29-2012

Items Paid

Date	Item	Amount($)	Date	Item	Amount($)
07-03	ACH	967.00	07-05	POS	44.73
06-26	POS	17.99			

Savings

Membership Savings - 3026186811

Joint Owner(s): BRIAN F KIMBER

Date	Transaction Detail	Amount($)	Balance($)
06-13	Beginning Balance		5.00
07-12	Ending Balance	No Transactions This Period	5.00

Back

paid RMA

EXHIBIT "C"

FRAUDULENT ASSIGNMENT DATED 06/06/2012

When Recorded Return To:
Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117

77750213

Loan No.: 0602365908
TS NO: TX1200065164
MIN #: 100073300006163682
MERS Phone: 1-888-679-6377

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned corporation hereby grants, assigns, and transfers to:

GMAC Mortgage, LLC

all beneficial interest under that certain Deed of Trust dated: 06/02/2009 executed by BRIAN FINELL KIMBER AND MALINDA D. KIMBER, HUSBAND AND WIFE, as Trustor(s), to TRANSCONTINENTAL TITLE COMPANY, as Trustee, and recorded as Instrument No. 2009-00017147, on 05/13/2009, in Book XX, Page XX Loan Modification 07/13/2011 as Instrument No. 2011-23668, in Book XX, Page XX of Official Records, in the office of the County Recorder of Bell County, TX together with the Promissory Note secured by said Deed of Trust and also all rights accrued or to accrue under said Deed of Trust.

DATE: 6/6/12

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,IS ACTING SOLELY AS A NOMINEE FOR AMERIGROUP MORTGAGE CORPORATION A DIVISION OF MORTGAGE INVESTORS CORPORATION, its successors and assigns

Susan Turner Assistant Secretary

U02712110
10301 6/7/2012 77750213/1

State of Pennsylvania } SS.
County of Montgomery }

On June 6, 2012 before me, Kelly T. Cunningham Notary Public, personally appeared Susan Turner 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 Pennsylvania that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kelly T Cunningham (Seal)

Kelly T. Cunningham

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KELLY T. CUNNINGHAM, Notary Public
City of Philadelphia, Phila. County
My Commission Expires February 24, 2016

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE

OCT 25 2012

CO. CLERK BELL CO. TX

****** Electronically Filed Document ******

Bell County, Tx
Shelley Coston
County Clerk

Document Number: 2012-23965
Recorded As : ERX-RECORDINGS

Recorded On:	June 14, 2012
Recorded At:	10:09:59 am
Number of Pages:	2
Book-VI/Pg:	Bk-OR VI-8198 Pg-859
Recording Fee:	$11.00

Parties:

Direct- MORTGAGE ELECTRONIC REGISTRATION SYSTEMS IN(
Indirect- TRANSCONTINENTAL TITLE COMPANY TRUSTEE

Receipt Number:	139085
Processed By:	Kimberly Powell

(Parties listed above are for Clerks reference only)

************ THIS PAGE IS PART OF THE INSTRUMENT ************

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property Records in Bell County, Texas

Shelley Coston
Bell County Clerk Shelley Coston

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE
OCT 25 2012
Shelley Coston
CO. CLERK BELL CO., TX
N. Mitchell, Deputy

EXHIBIT "D"

SOL JESSY LOCKHART
NOTICE TO GET OUT

Important Notice to all Occupants

Property Address: 6109 Bridgewood Dr Killeen

Date of Notice: 8/22/13

This property is now owned by the Department of Veterans Affairs through loan termination action and is managed by Vendor Resource Management, Inc. ("VRM"). If you are living in this property, you may have several options available to you to avoid an eviction.

As the managing company of the property, VRM has assigned this property to a local real estate agent as indicated below. You may also contact VRM directly at toll free 855-843-8325.

Real Estate Agent: Sol Lockhart

Phone Number: 254-519-2080

The assigned real estate agent will attempt to make contact with you to present available options, however, we do ask that you review the information in this notice thoroughly and contact the real estate agent to indicate your intentions with respect to the property.

If you have questions about your rights, you should seek the advice of an attorney. If you have not spoken with an attorney, you can find attorneys in your area at www.findlegalhelp.org.

IF YOU ARE A TENANT:

- You may have the right to continue living in the property under your existing lease or tenancy under the *Protecting Tenants at Foreclosure Act of 2009.*
- You may be eligible for relocation assistance to help cover moving expenses.

IF YOU ARE A FORMER BORROWER:

- You may be eligible for relocation assistance to help cover moving expenses.

ADDITIONAL ASSISTANCE MAY BE AVAILABLE TO ACTIVE SERVICEMEMBERS UNDER THE SERVICEMEMBERS CIVIL RELIEF ACT.

FOR ASSISTANCE WITH HOMELESS PREVENTION, PLEASE CONTACT 1-877-4AID-VET (1-877-424-3838) HTTP://WWW.VA.GOV/HOMELESS/

If any occupants in the property are active duty military, please contact the real estate agent to self report.

Get OUT

EXHIBIT "E"

TEXAS DEPARTMENT OF ASSESSMENTS

> 383576 KIMBER, BRIAN FINELL & MALINDA D for Year 2011

- Details
- Map

Click on a title bar to expand or collapse the information.

▼ Property

Account

Property ID:	383576	Legal Description:	BRIDGEWOOD ADDITION PHASE II, BLOCK 003, LOT 0098
Geographic ID:	0664001977	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	6109 BRIDGEWOOD DR KILLEEN, TX	Mapsco:	
Neighborhood:	KISD AREA		
Neighborhood CD:	KIL112	Map ID:	28C08

Owner

Name:	KIMBER, BRIAN FINELL & MALINDA D	Owner ID:	642997
Mailing Address:	6109 BRIDGEWOOD DR KILLEEN, TX 76549-5080	% Ownership:	100.0000000000%
			DV2, HS

▼ Values

(+) Improvement Homesite Value:	+	$179,267	
(+) Improvement Non-Homesite Value:	+	$0	
(+) Land Homesite Value:	+	$13,000	
(+) Land Non-Homesite Value:	+	$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$192,267	
(–) Ag or Timber Use Value Reduction:	–	$0	
(=) Appraised Value:	=	$192,267	
(–) HS Cap:	–	$0	
(=) Assessed Value:	=	$192,267	

▼ Taxing Jurisdiction

Owner: KIMBER, BRIAN FINELL & MALINDA D
% Ownership: 100.0000000000%
Total Value: $192,267

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax

CAD	TAX APPRAISAL DISTRICT, BELL COUNTY	0.000000	$192,267	$184,767	$0.00
CB	BELL COUNTY	0.409600	$192,267	$184,767	$756.81
JCTC	CENTRAL TEXAS COLLEGE	0.140900	$192,267	$184,767	$260.34
RRD	BELL COUNTY ROAD	0.029900	$192,267	$184,767	$55.25
SKIL	KILLEEN ISD	1.141190	$192,267	$169,767	$1,937.36
TKI	CITY OF KILLEEN	0.742800	$192,267	$184,767	$1,372.45
WCLW	CLEARWATER U.W.C.D.	0.004000	$192,267	$184,767	$7.39
	Total Tax Rate:	2.468390			

Taxes w/Current Exemptions: $4,389.60

Taxes w/o Exemptions: $4,745.90

Improvement / Building

Improvement #1: RESIDENTIAL **State Code:** A1 **Living Area:** 2724.0 sqft **Value:** $179,267

Type	Description		Exterior Wall	Year Built	SQFT
RES	RESIDENCE	MSRV05	EXBK	2008	1110.0
GAR	GARAGE	*		2008	480.0
OP.	OPEN PORCH	*		2008	24.0
OP.	OPEN PORCH	*		2008	200.0
2ND	2ND FLOOR	*		2008	1614.0
FP2	AVG QUAL FIREPLACE	*		2008	1.0
STGB	FAIR QUAL STORAGE	*		2008	160.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value

1	RES	RESIDENTIAL	0.1791	7800.00	65.00	120.00		$13,000	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2013	N/A	N/A	N/A	N/A	N/A	N/A
2012	$172,865	$16,250	0	189,115	$0	$189,115
2011	$179,267	$13,000	0	192,267	$0	$192,267
2010	$179,267	$13,000	0	192,267	$0	$192,267
2009	$179,267	$13,000	0	192,267	$0	$192,267
2008	$0	$6,175	0	6,175	$0	$6,175
2007	$0	$2,275	0	2,275	$0	$2,275

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	5/15/2008 12:00:00 AM	1	WARRANTY DEED	CENTEX HOMES	KIMBER, BRIAN FINELL & MALINDA D	Deed Num	20080002 0653	20080002 0653
2	1/31/2008 12:00:00 AM	1	WARRANTY DEED	W & B DEVELOPMENT II LLC	CENTEX HOMES	Deed Num	20080000 4236	20080000 4236
3	6/30/2007 12:00:00 AM	13	MISC	W & B DEVELOPMENT LTD	W & B DEVELOPMENT II LLC	Deed Num	20070003 1602	20070003 1602

Tax Due

Property Tax Information as of 11/11/2012

Amount Due if Paid on: Recalculate

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
2012	BELL COUNTY	$181,615	$764.96	$0.00	$764.96	-$15.30	$0.00	$749.66

201 2	CENTRAL TEXAS COLLEGE	$181,615	$254.26	$0.00	$254.26	$0.00	$0.00	$254.26
201 2	BELL COUNTY ROAD	$181,615	$54.30	$0.00	$54.30	-$1.09	$0.00	$53.21
201 2	KILLEEN ISD	$166,615	$1884.42	$0.00	$1884.42	-$37.69	$0.00	$1846.73
201 2	CITY OF KILLEEN	$181,615	$1349.04	$0.00	$1349.04	-$26.98	$0.00	$1322.06
201 2	CLEARWATER U.W.C.D.	$181,615	$7.26	$0.00	$7.26	-$0.15	$0.00	$7.11
	2012 TOTAL:		**$4314.24**	**$0.00**	**$4314.24**	**-$81.21**	**$0.00**	**$4233.03**
201 1	BELL COUNTY	$184,767	$756.81	$734.10	$0.00	$0.00	$0.00	$0.00
201 1	CENTRAL TEXAS COLLEGE	$184,767	$260.34	$260.34	$0.00	$0.00	$0.00	$0.00
201 1	BELL COUNTY ROAD	$184,767	$55.25	$53.59	$0.00	$0.00	$0.00	$0.00
201 1	KILLEEN ISD	$169,767.	$1937.36	$1879.24	$0.00	$0.00	$0.00	$0.00
201 1	CITY OF KILLEEN	$184,767	$1372.45	$1331.28	$0.00	$0.00	$0.00	$0.00
201 1	CLEARWATER U.W.C.D.	$184,767	$7.39	$7.17	$0.00	$0.00	$0.00	$0.00
	2011 TOTAL:		**$4389.60**	**$4265.72**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
201 0	BELL COUNTY	$184,767	$705.81	$684.63	$0.00	$0.00	$0.00	$0.00
201 0	CENTRAL TEXAS COLLEGE	$184,767	$260.34	$260.34	$0.00	$0.00	$0.00	$0.00
201 0	BELL COUNTY ROAD	$184,767	$55.25	$53.59	$0.00	$0.00	$0.00	$0.00
201 0	KILLEEN ISD	$169,767	$1937.36	$1879.24	$0.00	$0.00	$0.00	$0.00

2010	CITY OF KILLEEN	$184,767	$1372.45	$1331.27	$0.00	$0.00	$0.00	$0.00
2010	CLEARWATER U.W.C.D.	$184,767	$7.39	$7.17	$0.00	$0.00	$0.00	$0.00
	2010 TOTAL:		**$4338.60**	**$4216.24**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
2009	BELL COUNTY	$184,767	$694.54	$673.70	$0.00	$0.00	$0.00	$0.00
2009	CENTRAL TEXAS COLLEGE	$184,767	$260.34	$260.34	$0.00	$0.00	$0.00	$0.00
2009	BELL COUNTY ROAD	$184,767	$54.51	$52.87	$0.00	$0.00	$0.00	$0.00
2009	KILLEEN ISD	$169,767	$1937.36	$1879.24	$0.00	$0.00	$0.00	$0.00
2009	CITY OF KILLEEN	$184,767	$1284.13	$1245.61	$0.00	$0.00	$0.00	$0.00
2009	CLEARWATER U.W.C.D.	$184,767	$7.39	$7.17	$0.00	$0.00	$0.00	$0.00
	2009 TOTAL:		**$4238.27**	**$4118.93**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
2008	BELL COUNTY	$6,175	$23.34	$22.64	$0.00	$0.00	$0.00	$0.00
2008	CENTRAL TEXAS COLLEGE	$6,175	$8.71	$8.71	$0.00	$0.00	$0.00	$0.00
2008	BELL COUNTY ROAD	$6,175	$1.82	$1.77	$0.00	$0.00	$0.00	$0.00
2008	KILLEEN ISD	$6,175	$70.47	$68.36	$0.00	$0.00	$0.00	$0.00
2008	CITY OF KILLEEN	$6,175	$42.92	$41.64	$0.00	$0.00	$0.00	$0.00
2008	CLEARWATER U.W.C.D.	$6,175	$0.25	$0.24	$0.00	$0.00	$0.00	$0.00
	2008 TOTAL:		**$147.51**	**$143.36**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

KIMBER, BRIAN FINELL & MALINDA D TOTAL:		**$17428.22**	**$12744.25**	**$4314.24**	**-$81.21**	**$0.00**	**$4233.03**
2007 BELL COUNTY	$2,275	$8.63	$8.37	$0.00	$0.00	$0.00	$0.00
2007 CENTRAL TEXAS COLLEGE	$2,275	$3.23	$3.23	$0.00	$0.00	$0.00	$0.00
2007 BELL COUNTY ROAD	$2,275	$0.67	$0.65	$0.00	$0.00	$0.00	$0.00
2007 KILLEEN ISD	$2,275	$25.96	$25.18	$0.00	$0.00	$0.00	$0.00
2007 CITY OF KILLEEN	$2,275	$15.81	$15.33	$0.00	$0.00	$0.00	$0.00
2007 CLEARWATER U.W.C.D.	$2,275	$0.09	$0.09	$0.00	$0.00	$0.00	$0.00
2007 TOTAL:		**$54.39**	**$52.85**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
W & B DEVELOPMENT II LLC TOTAL:		**$54.39**	**$52.85**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
GRAND TOTAL (ALL OWNERS):		**$17482.61**	**$12797.10**	**$4314.24**	**-$81.21**	**$0.00**	**$4233.03**

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call Our Office In: _____ Belton (254)939-5841 _____ Killeen (254)634-9752 ___ __ Temple (254)771-1108

Website version: 1.2.2.2 Database last updated on: 11/9/2012 2:45 AM

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This site only supports Internet Explorer 6+, Netscape 7+ and Firefox 1.5+.

EXHIBIT "F"

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

DATED JUNE 22, 2012

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

DATE: Jun 22, 2012
TS# TX1200055154

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

DEED OF TRUST, SECURITY AGREEMENT-FINANCING STATEMENT:

Date:	05/02/2009
Grantor:	BRIAN FINELL KIMBER AND MALINDA D. KIMBER, HUSBAND AND WIFE
Beneficiary:	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,IS ACTING SOLELY AS A NOMINEE FOR AMERIGROUP MORTGAGE CORPORATION A DIVISION OF MORTGAGE INVESTORS CORPORATION, its successors and assigns
Trustee:	TRANSCONTINENTAL TITLE COMPANY
Recording Information:	Instrument 2009-00017147, Volume XX, Page XX, Real Property Records, Bell County, TX, Recorded on: 05/13/2009 Loan Modification 07/13/2011 as Instrument No. 2011-23668, in Book XX, Page XX.
Property:	See EXHIBIT "A"
Mortgage Servicer:	GMAC MORTGAGE, LLC FKA GMAC MORTGAGE CORPORATION

NOTE:

Date:	05/02/2009
Amount:	$175,950.00
Debtor:	BRIAN FINELL KIMBER, MALINDA D KIMBER
Holder:	GMAC Mortgage, LLC
SUBSTITUTE TRUSTEE:	Angela Carter, Juanita Strickland, Richard Hester, Bob Lee and Janae Urbanczyk, Noel McNally or Cassandra Inouye or Elizabeth Yeranosian, c/o Executive Trustee Services, LLC, 2255 North Ontario Street, Suite 400, Burbank, California 91504-3120

DATE OF SALE OF PROPERTY:
Tuesday, 08/07/2012 at 10:00 A.M. but in no event later than three (3) hours thereafter

PLACE OF SALE OF PROPERTY:
THE BELL COUNTY CLERK'S ALCOVE TO THE EAST OF THE MAIN ENTRANCE OF THE BELL COUNTY JUSTICE COMPLEX, 1201 HUEY DRIVE, BELTON, TEXAS

