

EXHIBIT "K"

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EXHIBIT "K"

Herman "John" Kennerty COLLECTION

(Updated October 2, 2010)

<u>DISTRICT/ STATE</u>	<u>CASE # /NAME</u>	<u>DOCUMENT TYPE and Date</u>	<u>SIGNOR</u>	<u>CAPACITY OF SIGNOR</u>	<u>NOTARY</u>	<u>OTHER PARTIES</u>
New York	Wells Fargo Bank, NA v. Juan Vasquez Alvarenga, et al Supreme Court Suffolk County New York, Index #39286/09	"Affidavit of Merit and Amount Due in Support of Application for an Order of Reference and Compliance with CPLR 3408" <u>February 14, 2010</u>	Herman John Kennerty	Vice President of Loan Documentation, Wells Fargo Bank, NA	Mary Jane Tramble Notary Public, South Carolina	
New York	In re Cynthia Carssow Franklin, Ch13 Debtor SDNY case # 10- 20010(rdd) POC #1-1 AND POC#1-2	Assignment of Mortgage <u>July 12, 2010</u>	John Kennerty	Asst. Secretary of Mortgage Electronic Registration Systems, Inc. as Nominee for Washington Mutual Bank, FA	Carolyn M. Evans, Notary Public, South Carolina	Assignee: Wells Fargo Bank, NA
New York	In re Carlos Mota, Ch 13 Debtor SDNY Case #10-13989 POC #3-1	Assignment of Mortgage <u>August 13, 2010</u>	John Kennerty	Asst. Secretary of Mortgage Electronic Registration Systems, Inc. as Nominee for MLD Mortgage, Inc.	Carolyn M. Evans, Notary Public, South Carolina	Assignee: HSBC Bank USA, National Association, as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass Through Certificate Series 2006-8

New York	Wells Fargo v. Ingraham et al	Assignment of Mortgage <u>September 7, 2010</u>	Herman Kennerty	Asst. Secretary of Mortgage Electronic Registrations Systems, Inc. as Nominee for AM Trust Bank	Geraldine Johnson	Assignee: Wells Fargo Bank. NA
Florida	HSBC Bank USA, National Association, As Trustee for Luminent Mortgage Trust 2007-2 vs. Michael J. Greto, et al Circuit Court of the Nineteenth Judicial Circuit Indian River County, FL Case # 31-2009-CA-011437	Affidavit as to Lost or Misplaced Original Note <u>October 13, 2009</u>	Herman John Kennerty	VP of Loan Documentation of America's Servicing Company	Amanda Elizabeth Hosenfeld	HSBC Bank USA, National Association, As Trustee for Luminent Mortgage Trust 2007-2

Florida	Wells Fargo Bank, NA vs. Chad Yoder et al Circuit Court of the Eighteenth Judicial Circuit Brevard County, FL Case #05-2010-CA-010712	Affidavit As to Amounts Due and Owing <u>April 1, 2010</u>	Herman John Kennerty	VP Loan Documentation Wells Fargo Bank NA as Successor By Merger to Wells Fargo Home Mortgage, Inc.	Carolyn M. Evans	
Florida	Wells Fargo Bank, NA vs. Glenn Carlo Holcomb, et al	Affidavit As to Amounts Due and Owing <u>October 13, 2009</u>	Herman John Kennerty	VP Loan Documentation Wells Fargo Bank NA as Successor By Merger to Wells Fargo Home Mortgage, Inc.	Amanda Elizabeth Hosenfeld Notary Public, South Carolina	
Massachusetts	Land Record	Affidavit in support of Massachusetts Foreclosure Deed By Corporation <u>December 15, 2009</u>	Herman John Kennerty	VP Loan Documentation/ Attorney In Fact Wells Fargo Bank, NA	Amanda Elizabeth Hosenfeld Notary Public, South Carolina	Deutsche Bank National Trust Company, as Trustee for First Franklin Mortgage Loan Trust 2006-FF11
Massachusetts	Land Record	Power of Attorney <u>October 12, 2009</u>	Herman John Kennerty	VP Loan Documentation/ Attorney In Fact Wells Fargo Bank, NA	Amanda Elizabeth Hosenfeld Notary Public, South Carolina	Wells Fargo Bank, NA as Attorney in Fact for US Bank, NA Appointee: Bonnie Baer-Green and Mark P. Harmon

Washington	In re Nguyen Chapter 13 Case # 10-44323 Western District of Washington POC # 4-1	Allonge Endorsement to [blank] <u>Undated</u>	Herman John Kennerty	VP Loan Documentation/ Wells Fargo Bank, NA	Not Notarized	POC Creditor named as "Deutsche Bank National Bank as Trustee"
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K-1

STATE OF NEW YORK
SUPREME COURT: COUNTY OF SUFFOLK

X

WELLS FARGO BANK, NA

Plaintiff,

vs.

JUAN VASQUEZ ALVARENGA, ET AL.,

Defendant(s).

AFFIDAVIT OF MERIT AND
AMOUNT DUE IN SUPPORT OF
APPLICATION FOR AN ORDER
OF REFERENCE AND
COMPLIANCE WITH CPLR 3408

INDEX NO.: 39286/09

MORTGAGED PREMISES:
48 BRIDGER BOULEVARD
CENTRAL ISLIP, NY 11722

SBL #:
141.00-02.00-092.027

STATE OF SOUTH CAROLINA)
COUNTY OF YORK : SS.:
CITY OF FORT MILL)

X

Herman John Kennerty, being duly sworn, deposes and says:

1. That deponent is the Vice President Loan Documentation of WELLS FARGO BANK, NA, plaintiff. This affidavit of merit is being submitted in support of Plaintiff's Application for an Order of Reference and in accordance with CPLR 3408
2. Deponent has reviewed the books and records kept in the ordinary course of business by this institution as relevant herein, including, but not limited to, the note and any endorsements or allonges thereto, the mortgage and any assignments thereof, loan originations documents, and the notice of default, and I find these documents to be in proper form, duly executed and notarized where applicable, and the mortgage tax due thereon paid. As such, I submit this Affidavit upon personal knowledge. Your affiant has also reviewed the Complaint herein and based upon personal knowledge, I hereby attest to and verify the truth of the matters alleged in the Complaint.
3. Plaintiff is the holder of the note and mortgage at issue herein, and has the right to enforce payment in accordance with NY UCC Section 3-301. Furthermore, Plaintiff was the holder of the note, in possession of the original and was the mortgagee at commencement of this action. Any requisite assignment(s) of mortgage and endorsements or allonges to the note are in proper form and were timely provided.
4. Upon review of the books and records kept in the regular course of business by this institution, I confirm that there is in fact a default under the terms of conditions of the loan documents. The last payment made was applied to the monthly payment due the 1st day of March, 2009. As such, the loan is now due for monthly payments commencing with the payment due on the 1st day of April, 2009. Because of said default, Plaintiff elected to accelerate the loan. As set forth in the Complaint, at the time of commencement there was due and owing the principal balance of \$336,585.51, plus 5.75% interest from the 1st day of March, 2009, together with:

Plaintiff has advanced:

\$1,881.98

\$15.00

\$0.00

\$0.00

for taxes and/or insurance;
for property inspections;
for maintenance of premises;
for brokers price opinion.

Plaintiff is due:

\$162.00

\$0.00

for late charges;
for non-sufficient funds charged.

5. Pursuant to the terms of the mortgage, a notice of default is required, prior to commencement of foreclosure. In my review of the books and records kept by this institution in the ordinary course of business, I reviewed the notice of default and confirm that it complied with the terms of the mortgage, including the time and content requirements contained therein. The notice of default was mailed, in accordance with the provisions of the mortgage, to the mortgagor(s) at the last known address, provided to this institution by the mortgagor. Upon information and belief the notice of default was delivered to the mortgagor and not returned as undeliverable by the US postal service. Notwithstanding, the default stated in said notice was not cured. A copy of the notice of default is attached hereto.
6. This action was brought to foreclose a mortgage executed by JUAN VASQUEZ ALVARENGA dated the 26th day of March, 2007, and recorded in the office of the Clerk of the County of Suffolk on the 2nd day of May, 2007 at Liber 21528 of Mortgages at Page 76 in the original principal amount of \$347,000.00. The mortgaged premises are located at 48 BRIDGER BOULEVARD, CENTRAL ISLIP, NY 11722.
7. In addition to the sums set forth in the Complaint, Plaintiff may advance, in order to protect its security interest, additional monies for the payment of taxes, insurance and maintenance of the premises, which accrue and are expended by virtue of Defendants default. Said amounts will be provided to the Referee and substantiated by appropriate evidence.
8. As of the date of this affidavit, the following has occurred:
 - a) Defendant JUAN VASQUEZ ALVARENGA was served on the 15th day of October, 2009, and the time to answer expired on the 24th day of November, 2009. Said defendant is now in default;
 - b) Defendant CAPITAL ONE BANK was served on the 13th day of October, 2009, and the time to answer expired on the 2nd day of November, 2009. Said defendant is now in default;
 - c) Defendant CELINA ALVARADO was served on the 15th day of October, 2009, and the time to answer expired on the 24th day of November, 2009. Said defendant is now in default;
 - d) Defendant CINDY ALVARADO was personally served on the 12th day of October, 2009, and the time to answer expired on the 1st day of November, 2009. Said defendant is now in default;
 - e) Defendant CLERK OF THE RIVERHEAD TOWN JUSTICE COURT was served on the 9th day of October, 2009, and the time to answer expired on the 29th day of October, 2009. Said defendant is now in default;
 - f) Defendant BASTA MURILLO was served on the 15th day of October, 2009, and the time to answer expired on the 24th day of November, 2009. Said defendant is now in default;

g) Defendant FORD MOTOR CREDIT COMPANY was served on the 13th day of October, 2009, and the time to answer expired on the 12th day of November, 2009. Said defendant is now in default;

h) Defendant NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE was served on the 8th day of October, 2009, and the time to answer expired on the 28th day of October, 2009. Said defendant is now in default;

i) Defendant PEOPLE OF THE STATE OF NEW YORK was served on the 9th day of October, 2009, and the time to answer expired on the 29th day of October, 2009. Said defendant is now in default;

j) Defendant SEARS ROEBUCK & CO. A CORPORATION was served on the 8th day of October, 2009, and the time to answer expired on the 28th day of October, 2009. Said defendant is now in default;

k) Defendant SUFFOLK COUNTY CHILD SUPPORT ENFORCEMENT BUREAU O/B/O DORIS CARTAGENA was served on the 13th day of October, 2009, and the time to answer expired on the 2nd day of November, 2009. Said defendant is now in default.

Your deponent respectfully submits that, should the status of any of the Defendants change between the time that this Affidavit is executed and the time of Plaintiff's application to Court, said changes will be reflected in Plaintiff's Attorney's Affirmation of Regularity, which will be executed at a later date.

9. The address of the mortgaged premises is 48 BRIDGER BOULEVARD, CENTRAL ISLIP, NY 11722. Deponent has reviewed the legal description of the property and has determined that the mortgaged premises consists of a single parcel and should be sold as such.
10. The loan in foreclosure does meet the statutory definition of a non-traditional home loan as defined in RPAPL Section 1304(5)(e), to the extent that it is a home loan secured by the borrower's principal dwelling, entered into between 1/1/03 and 9/1/08, which amount does not exceed the conforming loan amount established by the Federal National Mortgage Association, which meets the threshold requirements with regard to the annual percentage rate as set forth in the statute under section 5 (c) and which satisfies all other requirements with regard to said statutes, including, in the case of a non-traditional home loan as defined in RPAPL Section 1304, that the loan is a payment option adjustable rate mortgage or interest only loan.
11. Upon information and belief, the mortgagor defendant is a resident of the mortgaged premises. The source of your deponent's belief are the records kept by this institution in the ordinary course of business, which indicate that the mortgagor defendant did not provide Plaintiff or its agents with an alternate address or any information regarding a residence other than the mortgaged property, and the affidavit of service upon the mortgagor, attached to these motion papers. Upon further information and belief, the address of the mortgaged premises is sufficient for the Court to notify the mortgagor defendant(s) that he or she may request a settlement conference in accordance with CPLR 3408.
12. Deponent makes this affidavit knowing that the Referee in this matter and the Court appointing the same will rely on the truth and veracity of the statements contained herein.

13. Although this Affidavit is being executed and notarized outside of New York State, a Certificate of Conformity has not been attached for the reasons set forth more fully in Plaintiff's attorney's memorandum of law, a copy of which is attached hereto and incorporated herein by reference.

WELLS FARGO BANK, NA

By: Herman John Kennerty
Title: Vice President Loan Documentation

Sworn to before me this 14 day of February, 2010.

Mary J Tramble
Notary Public



TO BE COMPLETED, IN ADDITION TO JURAT (ABOVE), IF EXECUTING OUTSIDE OF NEW YORK STATE

STATE OF South Carolina
County of York

On the 14 day of February, in the year of 2010 before me, the undersigned, personally appeared Herman John Kennerty the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she resides in Fort Mill (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she knows Herman John Kennerty to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said Herman John Kennerty execute the same; and that said witness at the time subscribed his/her name as a witness thereto.

Mary J Tramble
(Signature and office of individual taking proof.)

CaseGen: 170359



(Space Above Line For Recording Data)

ASSIGNMENT OF MORTGAGE

Original Lender: Mortgage Factory Inc.

Know that,

Mortgage Electronic Registration Systems, Inc. as nominee for Washington Mutual Bank, FA, 3300 SW 34th Avenue Suite 101, Ocala, FL 34474, assignor,

in consideration of the sum of One and No/100th Dollars and other good valuable consideration dollars, paid by

Wells Fargo Bank, N.A., 3476 Stateview Blvd., Ft. Mill, SC 29715, assignee

hereby assigns unto the assignee, a certain mortgage made by CYNTHIA CARSSOW FRANKLIN, given to secure payment of the sum of One hundred and forty five thousand eight hundred and fifty dollars (\$145,850.00) and interest, dated the 30th day of October, 2000, recorded on the 16th day of November, 2000, in the office of the Clerk of the County of Williamson, in Instrument No. 2000076724,

covering premises 2523 CRENSHAW DR, ROUND ROCK, TX 78664, SBL #16-3864-000B-0006,

together with the Assignor's beneficial interest under the Mortgage, and the moneys due and to grow due thereon with the interest,

Which mortgage was previously assigned by Mortgage Factory Inc. to ABN AMRO Mortgage Group, Inc. by assignment dated October 30, 2000 and recorded on November 16, 2000 at Instrument No. 2000076725. Said mortgage was further assigned by ABN AMRO Mortgage Group, Inc. to Mortgage Electronic Registration Systems, Inc. as nominee for Washington Mutual Bank, FA by assignment dated June 20, 2002 and recorded June 28, 2002 at Instrument No. 2002048894.

This said mortgage has not been otherwise assigned of record.

TO HAVE AND TO HOLD the said Mortgage, and also the said property unto the said Assignee forever, subject to the terms contained in said Mortgage.

THIS Assignment is not subject to the requirement of Section.275 of the Real Property Law because it is within the secondary mortgage market.

IN WITNESS WHEREOF, the Assignor has caused these presents to be signed by its duly authorized officer this 12th day of July, 2010.

IN PRESENCE OF

Mortgage Electronic Registration Systems, Inc. as
nominee for Washington Mutual Bank, FA

BY: *John*
John Kennerty, Assistant Secretary

State of South Carolina

County of York ss:

On this 12th day of July, 2010, before me, the undersigned, a notary public in and for said state, personally appeared John Kennerty, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument and that such individual made such appearance before the undersigned in the Fort Mill, South Carolina. *(Insert city or political subdivision and state or other place acknowledgment taken— if acknowledgment is taken outside of New York State)*

Carolyn M. Evans

Notary Public

CAROLYN M. EVANS
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES 08/18/2019

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ASSIGNMENT OF MORTGAGE

Original Lender: Mortgage Electronic Registration Systems, Inc. as nominee for MLD Mortgage, Inc.

Know that,

Mortgage Electronic Registration Systems, Inc. as nominee for MLD Mortgage, Inc., 3300 SW 34th Avenue Suite 101, Ocala, FL 34474, assignor,

in consideration of the sum of One and No/100th Dollars and other good valuable consideration dollars, paid by

HSBC Bank USA, National Association, as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates Series 2006-8, 2929 Walden Avenue, Depew, NY 14043, assignee

hereby assigns unto the assignee, a certain mortgage made by CARLOS R. MOTA, given to secure payment of the sum of **Four hundred and sixty one thousand six hundred dollars (\$461,600.00)** and interest, dated the 13th day of April, 2006, recorded on the 14th day of June, 2006, in the office of the City Register of the City of New York, at Instrument No. 2006000334071,

covering premises 2564 PEARSALL AVENUE, BRONX, NY 10469, BRONX COUNTY, SBL #Block 4463 Lot 105,

together with the Assignor's beneficial interest under the Mortgage, and the moneys due and to grow due thereon with the interest,

This said mortgage has not been otherwise assigned of record.

TO HAVE AND TO HOLD the said Mortgage, and also the said property unto the said Assignee forever, subject to the terms contained in said Mortgage.

THIS Assignment is not subject to the requirement of Section 275 of the Real Property Law because it is within the secondary mortgage market.

IN WITNESS WHEREOF, the Assignor has caused these presents to be signed by its duly authorized officer this 13th day of August, 2010.

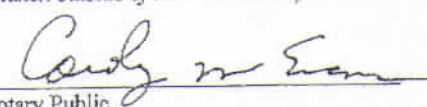
IN PRESENCE OF

Mortgage Electronic Registration Systems, Inc. as nominee for MLD Mortgage, Inc.

BY: 
John Kennerly, Assistant Secretary

State of South Carolina
County of York ss:

On this 13th day of August, 2010, before me, the undersigned, a notary public in and for said state, personally appeared John Kennerly, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument and that such individual made such appearance before the undersigned in the Fort Mill, South Carolina. *(Insert city or political subdivision and state or other place acknowledgment taken— if acknowledgment is taken outside of New York State)*


Notary Public

CAROLYN M. EVANS
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES 08/18/2019

K-4

2460/240
41982
ASSIGNMENT OF MORTGAGE

BLUE TITLE SERVICES, LLC
30 W. BROAD ST., SUITE 102
OLD CITY HALL / IRVING PLACE
ROCHESTER, NY 14614

Original Lender: Mortgage Electronic Registration Systems Inc., as nominee for AmTrust Bank
Doc#: 00065096
Bk: 2881 Pg: 94

Know that,

Mortgage Electronic Registration Systems Inc., as nominee for AmTrust Bank, 3300 SW 34th Ave Suite 101, Ocala, FL 34474, assignor,

in consideration of the sum of One and No/100th Dollars and other good valuable consideration dollars, paid by

Wells Fargo Bank, N.A., 3476 Stateview Boulevard , Ft. Mill, SC 29715, assignee

hereby assigns unto the assignee, a certain mortgage made by ROGER A. INGRAHAM and LESLEY M. INGRAHAM, given to secure payment of the sum of **One hundred and twenty thousand dollars (\$120,000.00)** and interest, dated the **17th day of October, 2007**, recorded on the **24th day of October, 2007**, in the office of the Clerk of the County of **Washington**, in Liber 2460 of Mortgages at Page 240,

covering premises 117 FRANKLIN STREET, HUDSON FALLS, NY 12839, SBL #146.18-9-21,

together with the Assignor's beneficial interest under the Mortgage, and the moneys due and to grow due thereon with the interest,

This said mortgage has not been otherwise assigned of record.

TO HAVE AND TO HOLD the said Mortgage, and also the said property unto the said Assignee forever, subject to the terms contained in said Mortgage.

THIS Assignment is not subject to the requirement of Section 275 of the Real Property Law because it is within the secondary mortgage market.

IN WITNESS WHEREOF, the Assignor has caused these presents to be signed by its duly authorized officer this 7th day of September, 2010.

IN PRESENCE OF

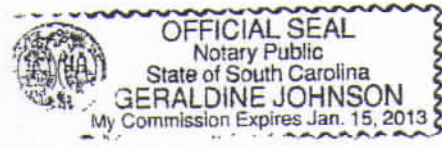
Mortgage Electronic Registration Systems Inc., as nominee for AmTrust Bank

BY: [Signature]
Herman Kennerty, Assistant Secretary

State of South Carolina
County of York ss:

On this 7th day of September, 2010, before me, the undersigned, a notary public in and for said state, personally appeared Herman Kennerty, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument and that such individual made such appearance before the undersigned in the Fort Mill, South Carolina. (Insert city or political subdivision and state or other place acknowledgment taken--- if acknowledgment is taken outside of New York State)

[Signature]
Notary Public



K-5

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR INDIAN RIVER COUNTY, FLORIDA
CIVIL ACTION

HSBC BANK USA, NATIONAL ASSOCIATION,
AS TRUSTEE FOR LUMINENT MORTGAGE
TRUST 2007-2,
Plaintiff,

vs.

CASE NO.: 31-2009-CA-011437
DIVISION:

MICHAEL J. GRETO , et al,
Defendant(s).

AFFIDAVIT AS TO LOST OR MISPLACED ORIGINAL NOTE

STATE OF SOUTH CAROLINA

COUNTY OF YORK

BEFORE ME, this day personally appeared Herman John Kennerty, who upon oath, deposes on personal knowledge and says:

1. I am Vice President of Loan Documentation of AMERICA'S SERVICING COMPANY.

AMERICA'S SERVICING COMPANY is the servicer of the loan.

2. That Affiant has made a diligent search and inquiry, as follows:
 - a. Searched file cabinet
 - b. Searched vault
 - c. Searched fire proof safe
 - d. Inquired with document custodian

and that the original Note, which is the subject of the above action, has been lost or destroyed and is not in the custody of the Plaintiff.

FILE_NUMBER: F09063173

DOC_ID: M002202

F09063173

M002202

3. As required by Florida Statute Section 673.3091, Plaintiff was in possession of the Mortgage Note and entitled to enforce it when loss of possession occurred or Plaintiff has been assigned the right to enforce the Mortgage Note.

4. That Affiant does not have explicit knowledge of the time nor the manner in which such original Note was lost or destroyed and only knows that they cannot now locate the Note and present it to this Court. A copy of the Note is attached hereto.

5. That the original Note has not been satisfied, pledged, assigned or hypothecated.

6. That only the persons named in said Complaint are interested in the re-establishment of the Note.

7. The terms of the Note are as follows:

a. Original loan amount: \$ 334,450.00

b. Amount of monthly principal and interest payment: \$2,230.69

c. Interest rate: 6%

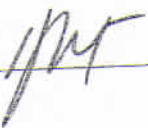
d. Late charges: If payment has not been received by the 15 of the month, lender may charge a late fee of 5 % of the monthly loan payment referenced in paragraph b. above.

e. Note origination date: July 29, 2005

8. That the loss or destruction of the original Note was not the result of bad faith on the part of Plaintiff.

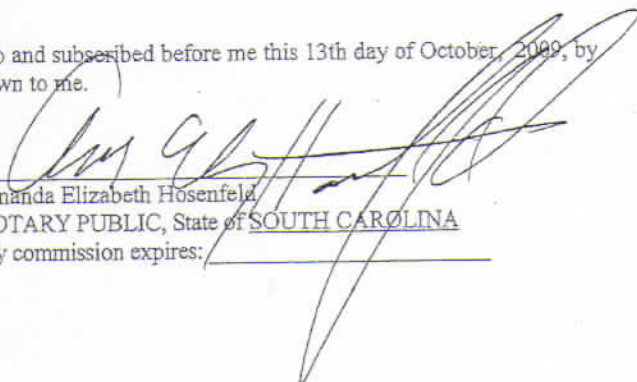
9. A true and accurate copy of the original Note is attached hereto as an exhibit.

FURTHER AFFIANT SAYETH NOT.



Herman John Kennerty Vice President of Loan Documentation

The foregoing instrument was sworn to and subscribed before me this 13th day of October, 2009, by Herman John Kennerty, who is personally known to me.



Amanda Elizabeth Hosenfeld
NOTARY PUBLIC, State of SOUTH CAROLINA
My commission expires: _____

F09063173-1134039680
ASC-CONV-R-khartmaier



IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
IN AND FOR BREVARD COUNTY, FLORIDA
CIVIL ACTION

WELLS FARGO BANK, NA,
Plaintiff,

vs.

CHAD YODER AKA CHAD ALAN YODER, et al,

CASE NO.: 05-2010-CA-010712

DIVISION: M

Defendant(s).
_____ /

AFFIDAVIT AS TO AMOUNTS DUE AND OWING

STATE OF SOUTH CAROLINA

COUNTY OF YORK

BEFORE ME this day personally appeared Herman John Kennerty, (Affiant) who upon oath, deposes on personal knowledge and says:

1. This Affidavit is submitted in support of Plaintiff's Motion for Final Judgment for the purpose of showing: that there is no genuine issue as to any material fact, that Plaintiff is entitled to enforce the Note and Mortgage and Plaintiff is entitled to a judgment as a matter of law.

2. I am Vice President Loan Documentation (title), of WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC.. WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC. is the servicer of the loan. WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC. is responsible for the collection of this loan transaction and pursuit of any delinquency in payments. I am familiar with the books of account and have examined all books, records, and documents kept by WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC. concerning the transactions alleged in the Complaint. All of these books, records and documents are kept by WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC. in the regular course of its business as servicer of the loan transaction and are made at or near the time by, and from information transmitted by, persons with personal knowledge of the facts such as your Affiant. It is the regular practice of WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC. to make and keep these books, records, and documents. The books, records, and documents which Affiant has examined are managed by employees or agents whose duty it is to keep the books accurately and completely. Furthermore, Affiant has personal knowledge of the matters contained in the books, records and documents kept by WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC..

3. I have personal knowledge of the facts contained in this affidavit. Specifically, I have personal knowledge



12685851

of the facts regarding the sums of money which are due and owing to Plaintiff or its assigns pursuant to the Note and Mortgage which is the subject matter of the lawsuit.

4. Plaintiff or its assigns, is owed the following sums of money as of 04/25/2010:

PRINCIPAL	\$247,722.10
INTEREST PER DIEM OF \$46.45 (6.75000% interest rate)	13,702.16
PRE-ACCELERATION LATE CHARGES THROUGH February 25, 2010	77.94
INSURANCE	230.34
PROPERTY PRESERVATION	15.00
TOTAL	\$ 261,747.54

F10016696

5. Plaintiff or its assigns has employed the services of the law firm of Florida Default Law Group, P.L. in this action against the Defendant(s), and is obligated to pay Florida Default Law Group, P.L. a reasonable attorney's fee for its services, along with all costs and expenses of this action. In this foreclosure case, we have agreed to pay the law firm of Florida Default Law Group, P.L. a flat fee of \$850.00. In the event the matter becomes contested, we have agreed to pay an hourly fee up to \$175.00 per hour.

FURTHER AFFIANT SAYETH NOT.

[Signature]
Type Name Here: Herman John Kennerty Vice President Loan Documentation

The foregoing instrument was sworn to and subscribed before me this 01 day of April, 2010,
by Herman John Kennerty, who is personally known to me.

Carolyn M. Evans
Type Name Here: _____
NOTARY PUBLIC, State of SOUTH CAROLINA
My commission expires: _____

F10016696-0204367577
NMNC-VA-

CAROLYN M. EVANS
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES 08/18/2019

K-7

OCT2009

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA
CIVIL ACTION

WELLS FARGO BANK, NA,
Plaintiff,

CASE NO.: 50-2009-CA-032904
DIVISION: AW

vs.

GLENN CARLO HOLCOMB, et al,
Defendant(s).

AFFIDAVIT AS TO AMOUNTS DUE AND OWING

STATE OF SOUTH CAROLINA

COUNTY OF YORK

BEFORE ME this day personally appeared Herman John Kennerty,

(Affiant) who upon oath, deposes on personal knowledge and says:

1. This Affidavit is submitted in support of Plaintiff's Motion for Final Judgment for the purpose of showing: that there is no genuine issue as to any material fact, that Plaintiff is entitled to enforce the Note and Mortgage and Plaintiff is entitled to a judgment as a matter of law.

2. I am V.P. Loan Documentation (title), of WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC.. WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC. is the servicer of the loan. WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC. is responsible for the collection of this loan transaction and pursuit of any delinquency in payments. I am familiar with the books of account and have examined all books, records, and documents kept by WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC. concerning the transactions alleged in the Complaint. All of these books, records and documents are kept by WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC. in the regular course of its business as servicer of the loan transaction and

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are made at or near the time by, and from information transmitted by, persons with personal knowledge of the facts such as your Affiant. It is the regular practice of WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC. to make and keep these books, records, and documents. The books, records, and documents which Affiant has examined are managed by employees or agents whose duty it is to keep the books accurately and completely. Furthermore, Affiant has personal knowledge of the matters contained in the books, records and documents kept by WELLS FARGO BANK, N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC..

3. I have personal knowledge of the facts contained in this affidavit. Specifically, I have personal knowledge of the facts regarding the sums of money which are due and owing to Plaintiff or its assigns pursuant to the Note and Mortgage which is the subject matter of the lawsuit.

4. Plaintiff or its assigns, is owed the following sums of money as of 11/02/09:

PRINCIPAL	\$249,432.75
INTEREST PER DIEM OF \$46.98 (6.875% interest rate)	11,604.59
PRE-ACCELERATION LATE CHARGES THROUGH July 24, 2009	581.70
PROPERTY INSPECTIONS	_____
BANKRUPTCY FEES & COSTS	_____
TAXES	_____
INSURANCE	_____
ESCROW BALANCE	-2,387.52
TOTAL	\$ 259,231.52

5. Plaintiff or its assigns has employed the services of the law firm of Florida Default Law Group, P.L. in this action against the Defendant(s), and is obligated to pay Florida Default Law Group, P.L. a reasonable attorney's fee for its services, along with all costs and expenses of this action. In this foreclosure case, we have agreed to pay the law firm of Florida Default Law Group, P.L. a flat fee of \$1,200.00 if no Answer was filed in this case; however, if an Answer was filed, the undersigned and plaintiff agreed to a flat attorney's fee of \$1,450.00.

FURTHER AFFIANT SAYETH NOT.

Type Name Here: Herman John Kennerty, V.P. Loan Documentation

The foregoing instrument was sworn to and subscribed before me this 13 day of October, 2009, by Herman John Kennerty, who is personally known to me.

Type Name Here: [Signature]
NOTARY PUBLIC, State of SOUTH CAROLINA
My commission expires: _____

F09080154-0206386526
NMNC-SPECFHLMC-R-ejayaka

AMANDA ELIZABETH ROSENFELD
Notary Public, South Carolina
My Commission Expires
April 27, 2017

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HARMON LAW OFFICES, P.C.
P.O. BOX 610389
NEWTON HIGHLANDS, MA 02461-0389

MASSACHUSETTS EXCISE TAX
Hampshire District ROD #13 001
Date: 01/07/2010 02:30 PM
ctri# 023357 21817 Doc# 00000286
Fee: \$1,710.00 Cons: \$375,000.00

MASSACHUSETTS FORECLOSURE DEED BY CORPORATION

Deutsche Bank National Trust Company, as Trustee for First Franklin Mortgage Loan Trust 2006-
FF11

a company duly established under the laws of the United States of America and having its usual
place of business at 31 West 52nd Street, New York, NY 10019.

the current holder by assignment of a mortgage

from Vlad Pchelka and Zhanna Pchelka

to Mortgage Electronic Registration Systems, Inc.

dated March 31, 2006 and recorded with the Hampshire County Registry of Deeds at Book
8834, Page 71

, by the power conferred by said mortgage and

every other power for THREE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100
(\$375,000.00) DOLLARS

paid, grants to Deutsche Bank National Trust Company, as Trustee for First Franklin Mortgage
Loan Trust 2006-FF11 of 31 West 52nd Street, New York, NY 10019., the premises conveyed
by said mortgage.

WITNESS the execution and the corporate seal of said company this 15 day of

December, 2009.

Property Address: 4 Eagle Drive, South Hadley, MA 01075

Deutsche Bank National Trust Company, as Trustee
for First Franklin Mortgage Loan Trust 2006-FF11,
by Wells Fargo Bank N.A., as Attorney in Fact*

By: [Signature]
China Brown, V.P. Loan Documentation / *Attorney in Fact**

*For signatory authority, see Limited Power of Attorney recorded herewith.

State of South Carolina

York, ss.

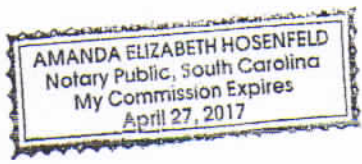
December 15, 2009

On this 15 day of December 2009, before me, the undersigned notary public,
personally appeared China Brown, proved to me through satisfactory evidence of
identification, which were Personal Knowledge
 (form of identification), to be the person whose name is signed on the preceding or attached
document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Capacity: (as Attorney in Fact*)

for Deutsche Bank National Trust Company, as Trustee for First Franklin Mortgage Loan
Trust 2006-FF11

[Signature] (Affix Seal)
Notary Signature



My commission expires: _____

CHAPTER 153 SEC. 6 AS AMENDED BY CHAPTER 497 OF 1969

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

AFFIDAVIT

I, Herman John Kennerty *NP Loan Documentation*, of Wells Fargo Bank, NA as Attorney in Fact* for Deutsche Bank National Trust Company, as Trustee for First Franklin Mortgage Loan Trust 2006-FF11 make oath and say that the principal and interest obligation mentioned in the mortgage above referred to were not paid or tendered or performed when due or prior to the sale, and that Deutsche Bank National Trust Company, as Trustee for First Franklin Mortgage Loan Trust 2006-FF11 caused to be published on November 9, 2009, November 16, 2009 and November 23, 2009 in the Daily Hampshire Gazette, a newspaper having a general circulation in South Hadley, a notice of which the following is a true copy. (See attached Exhibit A)

I also complied with Chapter 244, Section 14 of the Massachusetts General Laws, as amended, by mailing the required notices certified mail, return receipt requested.

Pursuant to said notice at the time and place therein appointed Deutsche Bank National Trust Company, as Trustee for First Franklin Mortgage Loan Trust 2006-FF11 sold the mortgaged premises at public auction by Ronald J. Marcella, a duly licensed auctioneer, to Deutsche Bank National Trust Company, as Trustee for First Franklin Mortgage Loan Trust 2006-FF11 for THREE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 (\$375,000.00) DOLLARS bid by Deutsche Bank National Trust Company, as Trustee for First Franklin Mortgage Loan Trust 2006-FF11, being the highest bid made therefor at said auction.

Deutsche Bank National Trust Company, as
Trustee for First Franklin Mortgage Loan
Trust 2006-FF11 by Wells Fargo Bank, N.A.
as Attorney in Fact*

By: [Signature]
Herman John Kennerty
Vice President, Loan Documentation *Attorney in Fact*

*For signatory authority, see Limited Power of Attorney recorded herewith.

State of South Carolina

York, ss.

December 15, 2009

On this 15 day of December 2009, before me, the undersigned notary public,
personally appeared Herman John Kennerty, proved to me through satisfactory evidence of
identification, which were personal knowledge (form of identification), to be the person whose name is
signed on the preceding or attached document, who swore or affirmed to me that the contents of
the document are truthful and accurate to the best of his/her knowledge and belief.

Capacity: (as Attorney in Fact*)

for Deutsche Bank National Trust Company, as Trustee for First Franklin Mortgage Loan
Trust 2006-FF11)

[Signature] (Affix Seal)
Notary Signature

My commission expires: _____

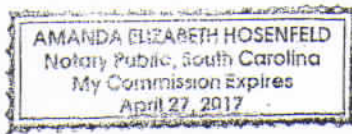


EXHIBIT A

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Vlad Pchelka and Zhanna Pchelka to Mortgage Electronic Registration Systems, Inc., dated March 31, 2006 and recorded with the Hampshire County Registry of Deeds at Book 8834, Page 71, of which mortgage Deutsche Bank National Trust Company, as Trustee for First Franklin Mortgage Loan Trust 2006-FF11 is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 12:00 p.m. on December 3, 2009, on the mortgaged premises located at 4 Eagle Drive, South Hadley, Hampshire County, Massachusetts, all and singular the premises described in said mortgage,
TO WIT:

The land referred to in this policy is situated in the STATE OF MASSACHUSETTS, COUNTY OF HAMPSHIRE, CITY OF SOUTH HADLEY, and described as follows: LOT NUMBER TWO (2) AS SHOWN ON A DEFINITIVE SUBDIVISION PLAN-MODIFIED DRAWN BY HERITAGE SURVEYS, INC. FOR S-H-R TRUST, WHICH PLAN IS RECORDED IN THE HAMPSHIRE COUNTY REGISTRY OF DEEDS, BOOK OF PLANS 191, PAGE 61 TO WHICH PLAN REFERENCE MAY BE HAD FOR A MORE PARTICULAR DESCRIPTION.

For mortgagor's(s') title see deed recorded with Hampshire County Registry of Deeds in Book 7645, Page 227.

These premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

TERMS OF SALE:

A deposit of Ten Thousand (\$10,000.00) Dollars by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Harmon Law Offices, P.C., 150 California Street, Newton, Massachusetts 02458, or by mail to P.O. Box 610389, Newton Highlands, Massachusetts 02461-0389, within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

Other terms, if any, to be announced at the sale.

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS
TRUSTEE FOR FIRST FRANKLIN MORTGAGE LOAN
TRUST 2006-FF11

Present holder of said mortgage

By its Attorneys,

HARMON LAW OFFICES, P.C.

150 California Street

Newton, MA 02458

(617) 558-0500

200907-0177 - YEL

November 9, 16, 23

3104985

ATTEST: HAMPSHIRE, Marianne L. Donohue REGISTER
MARIANNE L. DONOHUE

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Recorded: 10/29/2009 03:52 PM

Power of Attorney

Be it known that I, Herman John Kennerty, Vice President of Loan Documentation the undersigned, of Wells Fargo Bank, N.A. as Attorney in Fact* for U.S. Bank National Association, as Trustee on behalf of said national association do hereby constitute and appoint Bonnie Baer-Green or Mark P. Harmon of HARMON LAW OFFICES, P.C., 150 California Street, Newton, MA 02458, its attorney in fact for the limited and specified purposes of making entry upon the premises located at 9 Meadowbrook Drive, Hadley, Massachusetts 01035 on which U.S. Bank National Association, as Trustee holds a mortgage, for the purposes of foreclosing said mortgage for breach of condition thereof, and further to execute documents necessary and directly incidental to the foreclosure auction. I further ratify any and all previous actions taken by Bonnie Baer-Green or Mark P. Harmon pursuant to said purposes.

WITNESS the execution and the corporate seal of said national association this 12 day of October, 2009.

U.S. Bank National Association, as Trustee by Wells Fargo Bank, N.A. as Attorney in Fact*

By: [Signature]
Herman John Kennerty, V.P. Loan Documentation/
Attorney in Fact*

*For signatory authority please see the Limited Power of Attorney recorded in the Hampshire County Registry of Deeds in Book 8950, Page 229.

State of South Carolina

York, ss.

October 12, 2009

On this 12 day of October 2009, before me, the undersigned notary public, personally appeared Herman John Kennerty, proved to me through satisfactory evidence of identification, which were Personal Knowledge (form of identification), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Capacity: (as Attorney in Fact*)

for U.S. Bank National Association, as Trustee

Notary Signature

(Affix Seal)

My commission expires: 04-27-2017



ATTEST: HAMPSHIRE, Marianne L. Donohue, REGISTER
MARIANNE L. DONOHUE

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FIXED RATE NOTE

MAY 19, 2006
Date

PUYALLUP
City

WASHINGTON
State

1625 SOUTH 73RD STREET, TACOMA, WA 98408
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 252,700.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is _____

WELLS FARGO BANK, N.A.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.950 %.

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the first day of each month beginning on JULY 1, 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal.

If, on JUNE 1, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at WELLS FARGO BANK, N.A.

P.O. BOX 17339, BALTIMORE, MD 21297-1339

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,845.43

4. BORROWER'S RIGHT TO PREPAY

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

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use all of my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

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

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

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address. Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

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

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

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

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

HOA VAN NGUYEN (Seal)
HOA VAN NGUYEN -Borrower

(Sign Original Only)

ADDENDUM TO NOTE
(Prepayment)

THIS ADDENDUM is made this .19th day of .MAY, .2006, and is incorporated into and intended to form a part of the Note dated the same date as this Addendum.

1. The Note is modified to provide that I have the right to make payments of principal at any time before they are due. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

Except as provided below, I may make a full prepayment or a partial prepayment at any time without paying any penalty. However, if within the first .three (.3...) year(s) after the execution of the Security Instrument I make full prepayment, I will pay a prepayment charge as follows:

.X If within the first year after the execution of the Security Instrument I make full prepayment, I will pay a prepayment charge in an amount equal to three percent (3%) of the original principal amount. If within the second year after the execution of the Security Instrument I make full prepayment, I will pay a prepayment charge in an amount equal to two percent (2%) of the original principal amount. If within the third year after the execution of the Security Instrument I make full prepayment, I will pay a prepayment charge in an amount equal to one percent (1%) of the original principal amount.

.... If within the first year after the execution of the Security Instrument I make full prepayment, I will pay a prepayment charge in an amount equal to three percent (3%) of the original principal amount. If within the second year after the execution of the Security Instrument I make full prepayment, I will pay a prepayment charge in an amount equal to two percent (2%) of the original principal amount.

.... If within the first year after the execution of the Security Instrument I make full prepayment, I will pay a prepayment charge in an amount equal to three percent (3%) of the original principal amount.

2. All other provisions of the Note are unchanged by this Addendum and remain in full force and effect.

Dated: 5/19/06

HOA VAN NGUYEN (Seal)
HOA VAN NGUYEN -Borrower

ALLONGE TO NOTE

Loan No.: [REDACTED]

Note dated: May 19, 2006

Property Address: 1625 SOUTH 73RD STREET, TACOMA WA 98408

In favor of: Wells Fargo Bank, N.A.

And Executed by: HOA NGUYEN

Pay to the order of, without recourse:



Wells Fargo Bank, N.A.

Name: Herman John Kennerty

Title: Vice President of Loan Documentation