

BOARD OF  
BUILDING AND SAFETY  
COMMISSIONERS

JACOB STEVENS  
PRESIDENT

NANCY YAP  
VICE PRESIDENT

CORISSA HERNANDEZ  
JAVIER NUNEZ  
MOISES ROSALES

CITY OF LOS ANGELES  
CALIFORNIA



KAREN BASS  
MAYOR

DEPARTMENT OF  
BUILDING AND SAFETY  
201 NORTH FIGUEROA STREET  
LOS ANGELES, CA 90012

OSAMA YOUNAN, P.E.  
GENERAL MANAGER  
SUPERINTENDENT OF BUILDING

JOHN WEIGHT  
EXECUTIVE OFFICER

July 15, 2025

Council District: # 8

Honorable Council of the  
City of Los Angeles  
Room 395, City Hall

JOB ADDRESS: **3107 SOUTH DALTON AVENUE, LOS ANGELES, CA**  
ASSESSORS PARCEL NO. (APN): **5053-023-028**  
Re: Invoice #882976-6

Pursuant to the authority granted by Section 91.103 of the Los Angeles Municipal Code, the Los Angeles Department of Building and Safety (LADBS) investigated and identified code violations at: **3107 South Dalton Avenue, Los Angeles, CA** ("Property"). A copy of the title report which includes a full legal description of the property is attached as Exhibit A.

Following the Department's investigation an order or orders to comply were issued on November 10, 2022 to the property owner and all interested parties. Pursuant to Section 98.0411(a) the order warned that "a proposed noncompliance fee may be imposed for failure to comply with the order within 15 days after the compliance date specified in the order or unless an appeal or slight modification is filed within 15 days after the compliance date." The owners failed to comply within the time prescribed by ordinance. The Department imposed non-compliance fee as follows:

<u>Description</u>	<u>Amount</u>
Non-Compliance fee	660.00
Late Charge/Collection fee (250%)	1,650.00
Accumulated Interest (1%/month)	275.20
Title Report fee	30.00
<b>Grand Total</b>	<b>\$ 2,615.20</b>

Pursuant to the authority granted by Section 7.35.3 of the Los Angeles Administrative Code, it is proposed that a lien for a total sum of **\$2,615.20** be recorded against the property. It is requested that the Honorable City Council of the City of Los Angeles (the "Council") designate the time and place protest can be heard concerning this matter, as set forth in Sections 7.35.3 and 7.35.5 of the Los Angeles Administrative Code.

It is further requested that Council instruct the LADBS to deposit to Dept 08, Fund 48R, Balance Sheet Account 2200, any payment received against this lien in the amount of **\$2,615.20** on the referenced property. A copy of the title report which includes a full legal description of the property is attached as Exhibit A. A list of all the names and addresses of owners and all interested parties entitled to notice is included (Exhibit B). Also attached is a report which includes the current fair market value of the property including all encumbrances of record on the property as of the date of the report (Exhibit C).

DEPARTMENT OF BUILDING AND SAFETY

  
Ana Mae Yutan  
Chief, Resource Management Bureau

ATTEST: HOLLY WOLCOTT, CITY CLERK

Lien confirmed by  
City Council on:

BY: \_\_\_\_\_  
DEPUTY

-----  
**EXHIBIT A**



1649 BUCKINGHAM RD.  
LOS ANGELES, CA 90019  
Phone 310-943-9235 [latitle@in2-res.com](mailto:latitle@in2-res.com)

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***Property Title Report***

***Work Order No. T18217***  
***Dated as of: 09/24/2024***

***Prepared for: City of Los Angeles***

***SCHEDULE A***

***(Reported Property Information)***

***APN #: 5053-023-028***

***Property Address: 3107 S DALTON AVE    City: Los Angeles    County: Los Angeles***

***VESTING INFORMATION***

***Type of Document: INTERSPOUSAL TRANSFER GRANT DEED***

***Grantee : CLINTON OSMAN MICHAEL AND ATHELIN MICHAEL***

***Grantor : CLINTON OSMAN MICHAEL***

***Deed Date : 01/22/2004                      Recorded : 02/03/2004***

***Instr No. : 04-0239026***

***MAILING ADDRESS: CLINTON OSMAN MICHAEL AND ATHELIN MICHAEL***  
***3107 DALTON AVE, LOS ANGELES, CA 90018-3135***

***SCHEDULE B***

***LEGAL DESCRIPTION***

***Lot Number: 24 Block: 25 Subdivision Name: CHAS VICTOR HALL TRACT Brief Description: CHAS VICTOR HALL TRACT E 144 FT OF LOT 24 BLK 25***

***MORTGAGES/LIENS***

***Type of Document: DEED OF TRUST***

***Recording Date: 07/24/2023                      Document #: 23-0484215***

***Loan Amount: \$529,100***

***Lender Name: HOME MORTGAGE ALLIANCE CORP***

***Borrowers Name: CLINTON OSMAN MICHAEL AND ATHELIN MICHAEL***

***MAILING ADDRESS: HOME MORTGAGE ALLIANCE CORP***  
***4 HUTTON CENTRE DR. #500 SANTA ANA, CA 92707***

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04 0239026

RECORDED/FILED IN OFFICIAL RECORDS  
RECORDER'S OFFICE  
LOS ANGELES COUNTY  
CALIFORNIA  
02/03/04 AT 08:00am

TITLE(S) :

DEED



FEE

FEE \$33	M
A.F.N.F. 94	3

D.T.T



CODE  
20

CODE  
19

CODE  
9

SURVEY, MONUMENT FEE \$10. CODE 9 5

NOTIFICATION SENT-\$4

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black Ink.

Number of AIN's Shown

5053 - 023 - 028

001

THIS FORM NOT TO BE DUPLICATED

2/3/04

04 0239026

2

**SECURITY UNION TITLE**

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

CLINTON MICHAEL  
3107 DALTON AVE  
LOS ANGELES, CA. 90018

A.P.N.: 5053-023-028

Order No.: 36733503

Space Above This Line for Recorder's Use Only

Escrow No.: 13643

**INTERSPOUSAL TRANSFER GRANT DEED**

(Excluded from reappraisal under California Constitution Art 13 A 1.et seq.)

DOCUMENTARY TRANSFER TAX \$ NONE

This is an Interspousal Transfer and not a change in ownership under §63 of the Revenue and Taxation code and Grantor(s) has(have) checked the applicable exclusion from reappraisal:

- ☐ From Joint Tenancy to Community Property
- ☒ From One Spouse to Both Spouses
- ☐ From One Spouse to the Other Spouse
- ☐ From Both Spouses to the Other Spouse
- ☐ Other:

"THIS IS A BONAFIDE GIFT AND  
THE GRANTOR RECEIVED NOTHING  
IN RETURN, R & T 11911"

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, GRANTOR CLINTON OSMAN MICHAEL, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

hereby GRANT(S) to CLINTON OSMAN MICHAEL AND ATHELIN MICHAEL, HUSBAND AND WIFE AS JOINT TENANTS

the following described property in the City of LOS ANGELES, County of LOS ANGELES State of California;

LOT 24 IN BLOCK 25 OF THE CHAS, VICTOR HALL TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 26, PAGE 65 OF MISCELLANEOUS RECORDS, OF SAID COUNTY.

EXCEPT THEREFROM THE WESTERLY 6 FEET THEREOF.

SEE EXHIBIT "A"  
ATTACHED

SIGNATURE & NOTARY ATTACHED HERETO AND MADE A PART HEREOF



2/3/04

A.P.N.: 5053-023-028

INTERSPOUSAL TRANSFER GRANT DEED - CONTINUED

3

CLINTON OSMAN MICHAEL

Document Date: January 22, 2004

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

SS

On January 26, 2004 before me, DANIEL LEE NOTARY PUBLIC  
personally appeared CLINTON OSMAN MICHAEL

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature



This area for official notarial seal.

04 0239026

2/3/04

EXHIBIT A

4

**LEGAL DESCRIPTION**

LOT 24 IN BLOCK 25 OF THE CHAS, VICTOR HALL TRACT, IN THE CITY OF LOS ANGELES,  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 26, PAGE  
65 OF MISCELLANEOUS RECORDS, OF SAID COUNTY.

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**20230484215**



Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

07/24/23 AT 08:00AM

Pages:  
0015

FEES :	68.00
TAXES :	0.00
OTHER :	0.00
SB2 :	75.00
PAID :	143.00



LEADSHEET



202307240170016

00023627507



014184704

SEQ:  
01

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

223531208

RECORDING REQUESTED BY  
LAWYERS TITLE

Recording Requested By:  
HOME MORTGAGE ALLIANCE CORP. (HMAC)

And After Recording Return To:  
HOME MORTGAGE ALLIANCE  
CORP. (HMAC)  
4 HUTTON CENTRE DR. #500  
SANTA ANA, CALIFORNIA 92707  
Loan Number: UFC23050704

023531208

[Space Above This Line For Recording Data]

5053-023-028

FHA Case No: 197-9851118-703

**DEED OF TRUST**

MIN: 101278800000555015

MERS Phone: 888-679-6377

**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 July 7, 2023, together with all Riders to this document.

(B) "Borrower" is Clinton Osman Michael and Atheline Michael, Husband and Wife as Joint Tenants

BORROWER'S ADDRESS IS 3107 Dalton Avenue, Los Angeles, California 90018.

Borrower is the trustor under this Security Instrument.

(C) "Lender" is HOME MORTGAGE ALLIANCE CORP. (HMAC)

Lender is a CALIFORNIA CORPORATION  
and existing under the laws of CALIFORNIA

organized

Lender's address is 4 HUTTON CENTRE DR. #500, SANTA ANA, CALIFORNIA 92707

(D) "Trustee" is Lawyers Title Company  
5000 Birch Street Suite 1000, Newport Beach, California 92660

(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 **July 7, 2023**.  
The Note states that Borrower owes Lender **FIVE HUNDRED TWENTY-NINE THOUSAND ONE**  
**HUNDRED AND 00/100** Dollars (U.S. \$ **529,100.00**)  
plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **August 1, 2053**.

(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, late charges due under the Note, and all sums due under this Security Instrument, plus interest.

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

- |  |   |
|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Planned Unit Development Rider |
| <input type="checkbox"/> Condominium Rider     | <input type="checkbox"/> Other(s) [specify]             |

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

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

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

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

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

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

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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), 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) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his designee.



(S) "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 does hereby mortgage, grant and convey to Trustee, in trust, with power of sale, the following described property located in the

COUNTY

of

Los Angeles

:

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

See Exhibit "A" Attached Hereto and Made A Part Hereof.  
A.P.N.: 5053-023-028

which currently has the address of 3107 Dalton Avenue

Los Angeles

[City]

[Street]  
, California 90018 ("Property Address"):  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, 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, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note 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:

First, to the Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly mortgage insurance premiums;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and, Fifth, to late charges due under the Note.

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

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

**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 additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that this requirement shall cause undue hardship for the Borrower 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. 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 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.

If condemnation proceeds are paid in connection with the taking of the property, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts, and then to payment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments.

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

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

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

**10. 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 18, 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.

**11. 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.

**12. 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 17, 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 19) and benefit the successors and assigns of Lender.

**13. 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. Lender may collect fees and charges authorized by the Secretary. 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 with no changes in the due date or in the monthly payment amount unless the Note holder agrees in writing to those changes. 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.

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

**15. 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.

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

**17. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 17, "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 14 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.

**18. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to reinstatement of a mortgage. 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. However, Lender is not required to reinstate if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceedings; (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument. 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 17.

**19. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

**20. Borrower Not Third-Party Beneficiary to Contract of Insurance.** 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 acknowledges and agrees that the Borrower is not a third party beneficiary to the contract of insurance between the Secretary and Lender, nor is Borrower entitled to enforce any agreement between Lender and the Secretary, unless explicitly authorized to do so by Applicable Law.

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

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else

to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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

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

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

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

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

**23. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally



entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

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

**25. Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

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.

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to Borrower at the address set forth above.

  
\_\_\_\_\_  
Clinton Osman Michael (Seal)  
-Borrower

  
\_\_\_\_\_  
Atheline Michael (Seal)  
-Borrower

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness



[Space Below This Line For Acknowledgment]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA )

County of ~~Orange~~ Los Angeles )

On July 17, 2023 before me, T. Sais / Notary Public  
Date Here Insert Name and Title of the Notarizing Officer

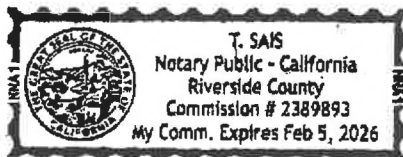
personally appeared Clinton Osman Michael AND Atheline Michael

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Notary Seal

T. Sais  
Signature of Notary Public

Loan Originator: Clifton Adolphus Rosado, NMLSR ID 253021  
Loan Originator Organization: HOME MORTGAGE ALLIANCE CORP (HMAC), NMLSR ID 1165808

## EXHIBIT A

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 24 IN BLOCK 25 OF THE CHAS, VICTOR HALL TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN HOOK 26, PAGE 65 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE WESTERLY 6 FEET THEREOF.

ASSESSOR'S PARCEL NUMBER: 5053-023-028

# EXHIBIT B

ASSIGNED INSPECTOR: **JAVIER RAMOS**  
JOB ADDRESS: **3107 SOUTH DALTON AVENUE, LOS ANGELES, CA**  
ASSESSORS PARCEL NO. (APN): **5053-023-028**

Date: July 15, 2025

Last Full Title: **09/24/2024**

Last Update to Title:

.....

## LIST OF OWNERS AND INTERESTED PARTIES

- 1) CLINTON OSMAN MICHAEL AND ATHELIN MICHAEL  
3107 DALTON AVENUE  
LOS ANGELES, CA 90018-3135                      CAPACITY: OWNERS
  
- 2) HOME MORTGAGE ALLIANCE CORP.  
4 HUTTON CENTRE DRIVE, #500  
SANTA ANA, CA 92707                      CAPACITY: INTERESTED PARTY

**Property Detail Report****For Property Located At :****3107 DALTON AVE, LOS ANGELES, CA 90018-3135**

RealQuest

**Owner Information**

Owner Name: **MICHAEL CLINTON O/MICHAEL ATHELINE**  
 Mailing Address: **3107 DALTON AVE, LOS ANGELES CA 90018-3135 C025**  
 Vesting Codes: **HW // JT**

**Location Information**

Legal Description:	<b>CHAS VICTOR HALL TRACT E 144 FT OF LOT 24</b>		
County:	<b>LOS ANGELES, CA</b>	APN:	<b>5053-023-028</b>
Census Tract / Block:	<b>2221.00 / 2</b>	Alternate APN:	
Township-Range-Sect:		Subdivision:	<b>HALL CHAS VICTOR TR</b>
Legal Book/Page:		Map Reference:	<b>43-E6 /</b>
Legal Lot:	<b>24</b>	Tract #:	
Legal Block:	<b>25</b>	School District:	<b>LOS ANGELES</b>
Market Area:	<b>C16</b>	School District Name:	<b>LOS ANGELES</b>
Neighbor Code:		Munic/Township:	<b>LOS ANGELES</b>

**Owner Transfer Information**

Recording/Sale Date:	<b>02/03/2004 / 01/22/2004</b>	Deed Type:	<b>INTERSPOUSAL DEED TRANSFER</b>
Sale Price:		1st Mtg Document #:	<b>239027</b>
Document #:	<b>239026</b>		

**Last Market Sale Information**

Recording/Sale Date:	<b>02/10/2000 / 01/11/2000</b>	1st Mtg Amount/Type:	<b>\$35,000 / CONV</b>
Sale Price:	<b>\$35,000</b>	1st Mtg Int. Rate/Type:	<b>/ FIXED</b>
Sale Type:	<b>FULL</b>	1st Mtg Document #:	<b>209248</b>
Document #:	<b>209247</b>	2nd Mtg Amount/Type:	<b>/</b>
Deed Type:	<b>GRANT DEED</b>	2nd Mtg Int. Rate/Type:	<b>/</b>
Transfer Document #:		Price Per SqFt:	<b>\$29.36</b>
New Construction:		Multi/Split Sale:	
Title Company:	<b>UNITED TITLE</b>		
Lender:	<b>MISCELLANEOUS FIN</b>		
Seller Name:			

**Prior Sale Information**

Prior Rec/Sale Date:	<b>01/30/1996 /</b>	Prior Lender:	
Prior Sale Price:		Prior 1st Mtg Amt/Type:	<b>/</b>
Prior Doc Number:	<b>168233</b>	Prior 1st Mtg Rate/Type:	<b>/</b>
Prior Deed Type:	<b>QUIT CLAIM DEED</b>		

**Property Characteristics**

Gross Area:		Parking Type:	<b>PARKING AVAIL</b>	Construction:	
Living Area:	<b>1,192</b>	Garage Area:		Heat Type:	<b>HEATED</b>
Tot Adj Area:		Garage Capacity:		Exterior wall:	<b>SHINGLE SIDING</b>
Above Grade:		Parking Spaces:	<b>1</b>	Porch Type:	
Total Rooms:	<b>6</b>	Basement Area:		Patio Type:	
Bedrooms:	<b>3</b>	Finish Bsmnt Area:		Pool:	
Bath(F/H):	<b>1 /</b>	Basement Type:		Air Cond:	
Year Built / Eff:	<b>1905 / 1905</b>	Roof Type:		Style:	<b>CONVENTIONAL</b>
Fireplace:	<b>Y / 1</b>	Foundation:	<b>CRAWL SPACE</b>	Quality:	<b>AVERAGE</b>
# of Stories:	<b>1</b>	Roof Material:	<b>COMPOSITION SHINGLE</b>	Condition:	<b>AVERAGE</b>

Other Improvements:

**Site Information**

Zoning:	LAR1	Acres:	0.17	County Use:	SINGLE FAMILY RESID (0100)
Lot Area:	7,226	Lot Width/Depth:	50 x 144	State Use:	
Land Use:	SFR	Res/Comm Units:	1 /	Water Type:	PUBLIC
Site Influence:	CORNER			Sewer Type:	TYPE UNKNOWN

**Tax Information**

Total Value:	\$32,446	Assessed Year:	2023	Property Tax:	\$712.28
Land Value:	\$24,231	Improved %:	25%	Tax Area:	312
Improvement Value:	\$8,215	Tax Year:	2023	Tax Exemption:	
Total Taxable Value:	\$32,446				

**Comparable Sales Report**

For Property Located At

**3107 DALTON AVE, LOS ANGELES, CA 90018-3135****6 Comparable(s) Selected.**

Report Date: 10/03/2024

**Summary Statistics:**

	Subject	Low	High	Average
Sale Price	\$35,000	\$640,000	\$1,050,000	\$847,083
Bldg/Living Area	1,192	1,032	1,320	1,206
Price/Sqft	\$29.36	\$487.06	\$1,005.75	\$710.91
Year Built	1905	1907	1980	1923
Lot Area	7,226	4,535	6,800	5,620
Bedrooms	3	2	3	2
Bathrooms/Restrooms	1	1	2	1
Stories	1.00	1.00	2.00	1.17
Total Value	\$32,446	\$27,735	\$546,610	\$232,259
Distance From Subject	0.00	0.17	0.46	0.32

\* = user supplied for search only

**Comp #1**

Distance From Subject: 0.17 (miles)

Address: **1457 W 35TH ST, LOS ANGELES, CA 90018-3930**  
 Owner Name: **MOPANE INVESTMENTS LLC**  
 Seller Name: **ABLER ANDREA**  
 APN: **5041-001-012**  
 County: **LOS ANGELES, CA**  
 Subdivision: **HOWES**  
 Rec Date: **06/27/2024**  
 Sale Date: **06/21/2024**  
 Sale Price: **\$710,000**  
 Sale Type: **FULL**  
 Document #: **419894**  
 1st Mtg Amt: **\$624,750**  
 Total Value: **\$546,610**  
 Land Use: **SFR**

Map Reference: **43-E6 /**  
 Census Tract: **2225.00**  
 Zoning: **LARD2**  
 Prior Rec Date: **08/23/2019**  
 Prior Sale Date: **08/21/2019**  
 Prior Sale Price: **\$520,000**  
 Prior Sale Type: **FULL**  
 Acres: **0.10**  
 Lot Area: **4,535**  
 # of Stories: **1**  
 Park Area/Cap#: **/**

Living Area: **1,032**  
 Total Rooms:   
 Bedrooms: **2**  
 Bath(F/H): **1 /**  
 Yr Built/Eff: **1912 / 1912**  
 Air Cond:   
 Style:   
 Fireplace: **Y / 1**  
 Pool:   
 Roof Mat:   
 Parking: **PARKING AVAIL**



Comp #:2 Distance From Subject:0.19 (miles)  
 Address: 1471 W 35TH PL, LOS ANGELES, CA 90018-3914  
 Owner Name: HOXIE J A SEPARATE PROP TRUST  
 Seller Name: MACKEY NOEL A III & WAYNE R  
 APN: 5041-010-015 Map Reference: 43-E6 / Living Area: 1,044  
 County: LOS ANGELES, CA Census Tract: 2225.00 Total Rooms:  
 Subdivision: HOWES TR Zoning: LAR4 Bedrooms: 2  
 Rec Date: 08/06/2024 Prior Rec Date: 12/28/1992 Bath(F/H): 1 /  
 Sale Date: 08/02/2024 Prior Sale Date: Yr Built/Eff: 1919 / 1920  
 Sale Price: \$1,050,000 Prior Sale Price: Air Cond:  
 Sale Type: FULL Prior Sale Type: Style:  
 Document #: 524419 Acres: 0.16 Fireplace: /  
 1st Mtg Amt: Lot Area: 6,800 Pool:  
 Total Value: \$62,939 # of Stories: 1 Roof Mat:  
 Land Use: SFR Park Area/Cap#: / Parking: PARKING AVAIL

Comp #:3 Distance From Subject:0.35 (miles)  
 Address: 3105 RAYMOND AVE, LOS ANGELES, CA 90007-2804  
 Owner Name: USC DEV 3105 LLC  
 Seller Name: POTTS MARCIA D TRUST  
 APN: 5040-002-023 Map Reference: 43-F5 / Living Area: 1,320  
 County: LOS ANGELES, CA Census Tract: 2221.00 Total Rooms:  
 Subdivision: POOLE & JONES TR Zoning: LAR3 Bedrooms: 3  
 Rec Date: 08/16/2024 Prior Rec Date: 06/24/1986 Bath(F/H): 2 /  
 Sale Date: 07/05/2024 Prior Sale Date: 04/1986 Yr Built/Eff: 1980 / 1980  
 Sale Price: \$1,025,000 Prior Sale Price: \$96,500 Air Cond: YES  
 Sale Type: FULL Prior Sale Type: FULL Style:  
 Document #: 552167 Acres: 0.15 Fireplace: /  
 1st Mtg Amt: Lot Area: 6,620 Pool:  
 Total Value: \$180,840 # of Stories: 2 Roof Mat: TAR & GRAVEL  
 Land Use: SFR Park Area/Cap#: / Parking: ATTACHED GARAGE

Comp #:4 Distance From Subject:0.36 (miles)  
 Address: 2051 W 30TH ST, LOS ANGELES, CA 90018-3039  
 Owner Name: MOSLEY JAVIER T  
 Seller Name: MOSLEY JULIUS SR  
 APN: 5053-005-028 Map Reference: 43-E5 / Living Area: 1,314  
 County: LOS ANGELES, CA Census Tract: 2220.01 Total Rooms:  
 Subdivision: HOPPER & SON'S Zoning: LAR1 Bedrooms: 2  
 Rec Date: 08/09/2024 Prior Rec Date: Bath(F/H): 1 /  
 Sale Date: 07/24/2024 Prior Sale Date: Yr Built/Eff: 1907 / 1907  
 Sale Price: \$640,000 Prior Sale Price: Air Cond:  
 Sale Type: FULL Prior Sale Type: Style:  
 Document #: 535915 Acres: 0.12 Fireplace: Y / 1  
 1st Mtg Amt: \$544,000 Lot Area: 5,027 Pool:  
 Total Value: \$27,735 # of Stories: 1 Roof Mat:  
 Land Use: SFR Park Area/Cap#: / Parking: PARKING AVAIL

Comp #:5 Distance From Subject:0.40 (miles)  
 Address: 2077 W 31ST ST, LOS ANGELES, CA 90018-3422  
 Owner Name: FASSLER JARED/NEWELL LISA R  
 Seller Name: ARLINGTON AM TRUST  
 APN: 5053-006-035 Map Reference: 43-D5 / Living Area: 1,284  
 County: LOS ANGELES, CA Census Tract: 2220.01 Total Rooms: 6  
 Subdivision: HOPPER & SONS Zoning: LAR1 Bedrooms: 2  
 Rec Date: 08/09/2024 Prior Rec Date: Bath(F/H): 1 /  
 Sale Date: 07/24/2024 Prior Sale Date: Yr Built/Eff: 1907 / 1907  
 Sale Price: \$640,000 Prior Sale Price: Air Cond:  
 Sale Type: FULL Prior Sale Type: Style:  
 Document #: 535915 Acres: 0.12 Fireplace: Y / 1  
 1st Mtg Amt: \$544,000 Lot Area: 5,027 Pool:  
 Total Value: \$27,735 # of Stories: 1 Roof Mat:  
 Land Use: SFR Park Area/Cap#: / Parking: PARKING AVAIL

Rec Date:	<b>04/30/2024</b>	Prior Rec Date:	<b>05/25/1990</b>	Bath(F/H):	<b>1 /</b>
Sale Date:	<b>03/22/2024</b>	Prior Sale Date:	<b>05/1990</b>	Yr Built/Eff:	<b>1908 / 1908</b>
Sale Price:	<b>\$968,500</b>	Prior Sale Price:	<b>\$154,000</b>	Air Cond:	
Sale Type:	<b>FULL</b>	Prior Sale Type:	<b>FULL</b>	Style:	
Document #:	<b>281903</b>	Acres:	<b>0.12</b>	Fireplace:	<b>Y / 1</b>
1st Mtg Amt:	<b>\$731,250</b>	Lot Area:	<b>5,201</b>	Pool:	
Total Value:	<b>\$272,294</b>	# of Stories:	<b>1</b>	Roof Mat:	
Land Use:	<b>SFR</b>	Park Area/Cap#:	<b>/</b>	Parking:	<b>PARKING AVAIL</b>

Comp #:**6**

Address:**3733 DALTON AVE, LOS ANGELES, CA 90018-4526**

Owner Name:**OLSEN KEEGAN**

Seller Name:**DEUTSCHE BK NATL 2006-WL1**

APN:**5041-032-017**

Map Reference:**43-E6 /**

Living Area:**1,244**

County:**LOS ANGELES, CA**

Census Tract:**2225.00**

Total Rooms:

Subdivision:**ANDERSON & BACH**

Zoning:**LAR2**

Bedrooms:**3**

Rec Date:**02/21/2024**

Prior Rec Date:**01/23/2001**

Bath(F/H):**1 /**

Sale Date:**01/24/2024**

Prior Sale Date:**12/20/2000**

Yr Built/Eff:**1912 / 1915**

Sale Price:**\$689,000**

Prior Sale Price:**\$130,000**

Air Cond:

Sale Type:**FULL**

Prior Sale Type:**FULL**

Style:

Document #:**110416**

Acres:**0.13**

Fireplace:**Y / 1**

1st Mtg Amt:**\$700,000**

Lot Area:**5,539**

Pool:

Total Value:**\$303,138**

# of Stories:**1**

Roof Mat:

Land Use:**SFR**

Park Area/Cap#:**/**

Parking:**PARKING AVAIL**

# EXHIBIT D

ASSIGNED INSPECTOR: **JAVIER RAMOS**  
JOB ADDRESS: **3107 SOUTH DALTON AVENUE, LOS ANGELES, CA**  
ASSESSORS PARCEL NO. (APN): **5053-023-0281**

Date: July 15, 2025

CASE NO.: 962150  
ORDER NO.: A-5842241

EFFECTIVE DATE OF ORDER TO COMPLY: **November 10, 2022**  
COMPLIANCE EXPECTED DATE: **December 10, 2022**  
DATE COMPLIANCE OBTAINED: **No compliance to date**

.....

**LIST OF IDENTIFIED CODE VIOLATIONS**  
**(ORDER TO COMPLY)**

**VIOLATIONS:**

SEE ATTACHED ORDER # A-5842241

101061420233168459

**BOARD OF  
BUILDING AND SAFETY  
COMMISSIONERS**

JAVIER NUNEZ  
PRESIDENT

ELVIN W. MOON  
VICE-PRESIDENT

JOSELYN GEAGA-ROSENTHAL

LAUREL GILLETTE

GEORGE HOVAGUIMIAN

**CITY OF LOS ANGELES  
CALIFORNIA**



ERIC GARCETTI  
MAYOR

**DEPARTMENT OF  
BUILDING AND SAFETY**  
201 NORTH FIGUEROA STREET  
LOS ANGELES, CA 90012

OSAMA YOUNAN, P.E.  
GENERAL MANAGER  
SUPERINTENDENT OF BUILDING

JOHN WEIGHT  
EXECUTIVE OFFICER

**ORDER TO COMPLY AND NOTICE OF FEE**

MICHAEL, CLINTON O AND ATHELIN  
3107 DALTON AVE  
LOS ANGELES, CA 90018

**CASE #: 962150**

**ORDER #: A-5842241**

**EFFECTIVE DATE: November 10, 2022**  
**COMPLIANCE DATE: December 10, 2022**

The undersigned mailed this notice  
by regular mail, postage prepaid,  
to the addressee on this day.

OCT 28 2022

To the address as shown on the  
last equalized assessment roll.  
Initialed by EW

**OWNER OF**

**SITE ADDRESS: 3107 S DALTON AVE**

**ASSESSORS PARCEL NO.: 5053-023-028**

**ZONE: R1; One-Family Zone**

An inspection has revealed that the property (Site Address) listed above is in violation of the Los Angeles Municipal Code (L.A.M.C.) sections listed below. You are hereby ordered to correct the violation(s) and contact the inspector listed in the signature block at the end of this document for a compliance inspection by the compliance date listed above.

**FURTHER, THE CODE VIOLATION INSPECTION FEE (C.V.I.F) OF \$ 356.16 (\$336 fee plus a six percent Systems Development Surcharge of \$20.16) WILL BE BILLED TO THE PROPERTY OWNER.** The invoice/notice will be sent to the owner as it appears on the last equalized assessment roll. Section 98.0421 L.A.M.C.

**NOTE: FAILURE TO PAY THE C.V.I.F. WITHIN 30 DAYS OF THE INVOICE DATE OF THE BILL NOTED ABOVE WILL RESULT IN A LATE CHARGE OF TWO (2) TIMES THE C.V.I.F. PLUS A 50 PERCENT COLLECTION FEE FOR A TOTAL OF \$1,176.00.** Any person who fails to pay the fee, late charge and collection fee, shall also pay interest. Interest shall be calculated at the rate of one percent per month.

The inspection has revealed that the property is in violation of the Los Angeles Municipal Code as follows:

**VIOLATION(S):**

**1. Open storage within the required yards.**

You are therefore ordered to: Discontinue the open storage of vehicles, auto parts and miscellaneous items in the required yard(s).

Code Section(s) in Violation: 12.03, 12.21A.1.(a) and 12.21C.1.(g) of the L.A.M.C.

Location: Throughout the property

Comments: Unapproved open storage

As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities.



**CODE ENFORCEMENT BUREAU**  
For routine City business and non-emergency services: Call 3-1-1  
[www.ladbs.org](http://www.ladbs.org)

**NON-COMPLIANCE FEE WARNING:**

**YOU ARE IN VIOLATION OF THE L.A.M.C. IT IS YOUR RESPONSIBILITY TO CORRECT THE VIOLATION(S) AND CONTACT THE INSPECTOR LISTED BELOW TO ARRANGE FOR A COMPLIANCE INSPECTION BEFORE THE NON-COMPLIANCE FEE IS IMPOSED. Failure to correct the violations and arrange for the compliance inspection within 15 days from the Compliance Date, will result in imposition of the fee noted below.**

In addition to the C.V.I.F. noted above, a proposed noncompliance fee in the amount of **\$660.00** may be imposed for failure to comply with the order within 15 days after the compliance date specified in the order or unless an appeal or request for slight modification is filed within 15 days of the compliance date.

If an appeal or request for slight modification is not filed within 15 days of the compliance date or extensions granted therefrom, the determination of the department to impose and collect a non-compliance fee shall be final. Section 98.0411 L.A.M.C.

**NOTE:** FAILURE TO PAY THE NON-COMPLIANCE FEE WITHIN 30 DAYS AFTER THE DATE OF MAILING THE INVOICE, MAY RESULT IN A LATE CHARGE OF TWO (2) TIMES THE NON-COMPLIANCE FEE PLUS A 50 PERCENT COLLECTION FEE FOR A TOTAL OF **\$2,310.00**.

Any person who fails to pay the non-compliance fee, late charge and collection fee shall also pay interest. Interest shall be calculated at the rate of one percent per month.

**PENALTY WARNING:**

Any person who violates or causes or permits another person to violate any provision of the Los Angeles Municipal Code (L.A.M.C.) is guilty of a misdemeanor which is punishable by a fine of not more than \$1000.00 and/or six (6) months imprisonment for each violation. Section 11.00 (m) L.A.M.C.

**APPEAL PROCEDURES:**

There is an appeal procedure established in this city whereby the Department of Building and Safety and the Board of Building and Safety Commissioners have the authority to hear and determine error or abuse of discretion, or requests for slight modification of the requirements contained in this order when appropriate fees have been paid. Section 98.0403.1 and 98.0403.2 L.A.M.C.

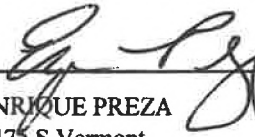
Any questions regarding invoices or how to pay fees should be directed to financial services at (213) 482-6890.

Any questions regarding the order to comply and compliance matters contact the inspector noted below at (213)978-4513.


Office hours are 7:00 a.m. to 3:30 p.m. Monday through Thursday.

Inspector: \_\_\_\_\_

Date: October 27, 2022

  
ENRIQUE PREZA  
8475 S Vermont  
LOS ANGELES, CA 90044  
(213)978-4513

Enrique.Preza@lacity.org

  
REVIEWED BY

As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities.



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