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Los Angeles Superior Court

NOV 23 2010

John A. Clarke, Executive Officer/Clerk
By A.E. LaFleur-Clayton Deputy

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5 Attorneys for Plaintiff
BANK OF AMERICA, NATIONAL
6 ASSOCIATION AS SUCCESSOR BY
MERGER TO LASALLE BANK
7 NATIONAL ASSOCIATION AS TRUSTEE
FOR FIRST FRANKLIN MORTGAGE
8 LOAN TRUST 2007-1. MORTGAGE LOAN
ASSET-BACKED CERTIFICATES,
9 SERIES 2007-1

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF LOS ANGELES - UNLIMITED

WOLFE & WYMAN LLP
ATTORNEYS & COUNSELORS AT LAW

14 BANK OF AMERICA, NATIONAL
ASSOCIATION AS SUCCESSOR BY MERGER
15 TO LASALLE BANK NATIONAL
ASSOCIATION AS TRUSTEE FOR FIRST
16 FRANKLIN MORTGAGE LOAN TRUST 2007-1.
MORTGAGE LOAN ASSET-BACKED
17 CERTIFICATES, SERIES 2007-1,

18 Plaintiff,

19 v.

20 SELENE RMOF REO ACQUISITION II, LLC;
MTC FINANCIAL, INC. DBA TRUSTEE
21 CORPS; YOSEF COHEN, an individual; ALL
PERSONS UNKNOWN, CLAIMING ANY
22 LEGAL OR EQUITABLE RIGHT, TITLE,
ESTATE, LIEN, OR INTEREST IN THE
23 PROPERTY DESCRIBED IN THE COMPLAINT
ADVERSE TO PLAINTIFF'S TITLE, OR ANY
24 CLOUD ON PLAINTIFF'S TITLE THERETO,
AND DOES 1 through 500, inclusive,

25 Defendants.
26
27

Case No.: BC413430

PLAINTIFF'S VERIFIED FIRST
AMENDED COMPLAINT FOR:

- 1. QUIET TITLE;
- 2. DECLARATORY RELIEF;
- 3. CANCELLATION OF INSTRUMENTS;
- 4. SLANDER OF TITLE;
- 5. TEMPORARY RESTRAINING ORDER, PRELIMINARY AND PERMANENT INJUNCTION



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1 COMES NOW Plaintiff, BANK OF AMERICA, NATIONAL ASSOCIATION AS
2 SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION AS TRUSTEE
3 FOR FIRST FRANKLIN MORTGAGE LOAN TRUST 2007-1. MORTGAGE LOAN ASSET-
4 BACKED CERTIFICATES, SERIES 2007-1 (hereinafter "Plaintiff") and allege as follows:

5 **GENERAL ALLEGATIONS**

6 1. Plaintiff is, and at all times relevant to this action was, a National Association
7 engaged in business in the County of Los Angeles, State of California.

8 2. Plaintiff is the current owner and claims an interest in certain real property
9 commonly referred to as 41009 Knoll Drive, Palmdale, CA ("Subject Property") under a Trustee's
10 Deed Upon Sale dated April 13, 2009, and recorded on April 16, 2009, in the Official Records of the
11 County of Los Angeles, Instrument Number 20090548630. The Subject Property is legally
12 described in the Trustee's Deed Upon Sale identified as **Exhibit "2,"** attached hereto and
13 incorporated by reference.

14 3. Plaintiff is informed and believes and thereon alleges that Defendant SELENE
15 RMOF REO ACQUISITION II LLC ("SELENE") is a limited liability company and was and is
16 engaged in business in the County of Los Angeles, California. Plaintiff is informed and believes and
17 thereon alleges that SELENE claims an ownership interest in the Subject Property. This ownership
18 interest is solely derived from an unenforceable Trustee's Deed Upon Sale dated April 21, 2009 and
19 recorded on April 27, 2009 in the Official Records of the County of Los Angeles, Instrument
20 Number 20090608373. A true and correct copy of the Trustee's Deed Upon Sale attached hereto as
21 **Exhibit "3"** and incorporated herein by reference.

22 4. Plaintiff is informed and believes and thereon alleges that Defendant YOSEF
23 COHEN, an individual, is and at all times herein was a resident of the County of Los Angeles.

24 5. Plaintiff is informed and believes and thereon alleges that Defendant MTC
25 FINANCIAL, INC. DBA TRUSTEE CORPS is a California corporation and was and is engaged in
26 business in the County of Los Angeles, California as trustee, under the Trustee's Deed Upon Sale
27 dated April 21, 2009 and recorded on April 27, 2009 in the Official Records of the County of Los
28 Angeles, Instrument Number 20090608373.

1 6. Defendants herein named as "ALL PERSONS UNKNOWN, CLAIMING ANY
2 LEGAL OR EQUITABLE RIGHT, TITLE, ESTATE, LIEN, OR INTEREST IN THE PROPERTY
3 DESCRIBED IN THE COMPLAINT ADVERSE TO PLAINTIFF'S TITLE, OR ANY CLOUD ON
4 PLAINTIFF'S TITLE THERETO" (hereinafter sometimes referred to as the "UNKNOWN
5 DEFENDANTS") are unknown to Plaintiff. These UNKNOWN DEFENDANTS, and each of them,
6 claim some right, title, estate, lien or interest in the hereinafter described property adverse to
7 Plaintiff's title and their claims, and each of the, constitute a cloud on Plaintiff' title to the property.

8 7. Plaintiff is ignorant of the true names and capacities of defendants sued herein as
9 DOES 1 through 500, and therefore sue the defendants by such fictitious names. Plaintiff will
10 amend this complaint to allege their true names and capacities when ascertained. Plaintiff is
11 informed and believes and thereon alleges that each of these fictitiously named defendants claims
12 some right, title, estate, lien or interest in the hereinafter described property adverse to Plaintiff's
13 title and their claims, and each of the, constitute a cloud on Plaintiff's title to the property. Each
14 fictitiously-named defendant is in some way liable to Plaintiff or claims some right, title, or interest
15 in the Subject Property that is subsequent to and subject to the interest of Plaintiff, or both.

16 8. Plaintiff is informed and believes, and on that basis alleges, that the named
17 Defendants and DOES 1 through 500, were at all material times, the agents, servants, employees or
18 partners of each of the other defendants and in doing the things alleged herein said defendants and
19 each of them, were acting within the course and scope of their agency, and with the consent,
20 approval and/or ratification of each of the other defendants.

21 9. Plaintiff is further informed and believes, and on that basis alleges, that all named
22 Defendants and DOES 1 through 500, and each of them, ratified, consented to and/or approved the
23 conduct of each of the remaining Defendants so named.

SPECIFIC ALLEGATIONS

24 10. Harutyun Julfayan, a married man and as his sole and separate property, made,
25 executed, and delivered to First Franklin Financial Corporation a promissory note dated January 10,
26 2007 for the sum of \$740,000.00 ("Note"). The Note was secured by a deed of trust dated January
27 10, 2007 in favor of First Franklin Financial Corporation ("Deed of Trust"). The Deed of Trust was
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1 recorded on January 22, 2007 in the Official Records of the County of Los Angeles as Instrument
2 Number 20070124590.

3 11. Plaintiff is the successor-in-interest to the Note and Deed of Trust alleged above.

4 12. Plaintiff is informed and believes, and on that basis alleges that on or about January
5 11, 2008, Defendant YOSEF COHEN, an individual, purportedly executed a Substitution of Trustee
6 and Full Reconveyance falsely claiming that the Note and Deed of Trust had been satisfied in full.
7 This document was recorded against the Subject Property on January 15, 2008 as Instrument
8 Number 20080084780 in the Official Records of the County of Los Angeles, attached hereto as
9 **Exhibit "1"** and incorporated herein by reference.

10 13. This Substitution of Trustee and Full Reconveyance (**Exhibit 1**) was wrongfully and
11 fraudulently recorded by Defendant YOSEF COHEN. Defendant YOSEF COHEN purported to be
12 the true trustee and beneficiary under the Deed of Trust. However, Defendant YOSEF COHEN was
13 not the trustee or beneficiary under the Deed of Trust and had no authority to record this document.
14 The Substitution of Trustee and Full Reconveyance wrongfully claimed that borrower Harutyun
15 Julfayan satisfied the obligations under the Note and Deed of Trust. In fact, the obligations under
16 the Note and Deed of Trust were never fully satisfied.

17 14. Plaintiff is informed and believes, and on that basis alleges, that Harutyun Julfayan
18 thereafter transferred his interest in the Subject Property to Nadav Levi, an individual.

19 15. Plaintiff is informed and believes, and on that basis alleges, that Nadav Levi, a single
20 man, obtained a loan from T.J. Financial, Inc. for the sum of \$417,000.00 on the Subject Property
21 ("JUNIOR LOAN"). The JUNIOR LOAN was secured by a deed of trust in recorded against the
22 Subject Property on February 27, 2008 as Instrument No. 2008033559 in the Official Records of the
23 County of Los Angeles.

24 16. When Harutyun Julfayan, the trustor, defaulted on the Note and Deed of Trust,
25 Plaintiff initiated non-judicial foreclosure proceedings and acquired its ownership interest in the
26 Subject Property under the Trustee's Deed Upon Sale dated April 13, 2009 and recorded on April
27 16, 2009 (**Exhibit 2**).

28 17. Plaintiff is further informed and believes, and on that basis alleges, that Federal Home

1 Loan Mortgage Corporation obtained its purported ownership interest in Subject Property under the
 2 Trustee's Deed Upon Sale dated April 21, 2009, and recorded April 27, 2009 through separate non-
 3 judicial foreclosure proceedings (**Exhibit 3**).

4 18. Plaintiff is further informed and believes and on that basis alleges that Federal Home
 5 Loan Mortgage Corporation transferred its purported interest in the Subject Property to Taylor, Bean
 6 & Whitaker via a quit claim deed dated January 13, 2010, attached hereto as **Exhibit "4"** and
 7 incorporated herein by reference. Plaintiff is further informed and believes and on that basis alleges
 8 that Taylor, Bean & Whitaker transferred its purported interest in the Subject Property to SELENE
 9 via a quit claim deed dated January 14, 2010, attached hereto as **Exhibit "5"** and incorporated herein
 10 by reference.

11 19. Plaintiff is further informed and believes, and on that basis alleges, that all of the
 12 Defendants' purported interests in the subject property arose solely from the fraudulently and
 13 wrongfully recorded Substitution of Trustee and Full Reconveyance. Defendants herein had actual
 14 and/or constructive knowledge of Plaintiff's interest in the Subject Property at all relevant times
 15 herein, as all necessary notices were given to Defendants. Therefore, any interest in the subject
 16 property that was obtained after April 13, 2009 is void as a matter of law, as they all derive from the
 17 fraudulent and forged Substitute of Trustee and Full Reconveyance.

FIRST CAUSE OF ACTION

(Against all Defendants – Quiet Title)

20 20. Plaintiff repeats, re-alleges, and incorporates herein by reference, the allegations set
 21 forth in Paragraphs 1 through 19, inclusive, with the same force and effect as though fully set forth at
 22 length.

23 21. As specifically alleged above, the Substitute of Trustee and Full Reconveyance
 24 falsely and fraudulently represented that Plaintiff's lien in the subject property was satisfied in full.
 25 Under these circumstances, California law regards this Substitution of Trustee and Full
 26 Reconveyance void *ab initio* as a forged document, in which an unauthorized person fraudulently
 27 misrepresented himself as the beneficiary. The JUNIOR LOAN was obtained solely as a result of
 28 this Substitution of Trustee and Full Reconveyance being wrongfully recorded. The JUNIOR

1 LOAN was the only means by which Federal Home Loan Mortgage Corporation was able to obtain
 2 its purported ownership interest in Subject Property under the Trustee's Deed Upon Sale dated April
 3 21, 2009, and recorded April 27, 2009 (**Exhibit 3**). This purported ownership interest is now
 4 allegedly held by SELENE. As these interests derived solely from the fraudulent Substitution of
 5 Trustee and Full Reconveyance, these purported interests in the subject property are also void as a
 6 matter of law.

7 22. As a result, Plaintiff seeks to Quiet Title against the Defendants, and each of them,
 8 with regard to ownership of the Subject Property. Plaintiff contends that SELENE's interest in the
 9 subject property is void as a matter of law. At the very least, Plaintiff's Deed of Trust was senior
 10 and superior to Federal Home Loan Mortgage Corporation's Junior Loan. As plaintiff initiated
 11 foreclosure proceedings and recorded a trustee's deed upon sale prior to Federal Home Loan
 12 Mortgage Corporation holding its trustee's sale, Plaintiff also contends that its' foreclosure sale on
 13 April 13, 2009 extinguished the JUNIOR LOAN and any interests subsequently derived there from.

14 23. Plaintiff seeks to Quiet Title as of January 15, 2008, the date that Substitution of
 15 Trustee and Full Reconveyance was wrongfully recorded.

16 24. Plaintiff does not know the names of the UNKNOWN DEFENDANTS which assert
 17 an interest in the Subject Property but seeks to Quiet Title to any interests these UNKNOWN
 18 DEFENDANTS may also have in the subject property.

19 SECOND CAUSE OF ACTION

20 (Against All Defendants – Declaratory Relief)

21 25. Plaintiff repeats, re-alleges, and incorporates herein by reference, each and all of the
 22 allegations contained in Paragraphs 1 through 24, inclusive, with the same force and effect as though
 23 fully set forth at length.

24 26. A present dispute and controversy has arisen and now exists between Plaintiff on the
 25 one hand, and Defendants, and each of them, on the other, with regard to ownership of the Subject
 26 Property. Plaintiff contends that SELENE's alleged interest in the subject property is void as a
 27 matter of law, as it was obtained exclusively from the fraudulent Substitution of Trustee and Full
 28 Reconveyance. Plaintiff further contends that its Deed of Trust was senior and superior to the

1 JUNIOR LOAN and in light of plaintiff's foreclosure sale, any interest in the subject property
2 subsequent to the foreclosure has been extinguished as a matter of law.

3 27. A declaration by this Court is necessary and appropriate in order to resolve the
4 present dispute and controversy between the parties with regard to title of the Subject Property.
5 Plaintiff is informed and believes and based thereon alleges that Defendants, and each of them, deny
6 such contention. Plaintiff has no other adequate remedy at law other than a declaratory judgment to
7 resolve the present dispute and controversy as to title to the subject property.

8 **THIRD CAUSE OF ACTION**

9 **(Against All Defendants - Cancellation of Instrument)**

10 28. Plaintiff repeats, re-alleges, and incorporates herein by reference, each and all of the
11 allegations contained in Paragraphs 1 through 27, inclusive, with the same force and effect as though
12 fully set forth at length.

13 29. The Substitution of Trustee and Full Reconveyance (**Exhibit 1**) was fraudulently
14 recorded and misrepresents that the Note and Deed of Trust were satisfied in full. If this instrument
15 is left outstanding, Plaintiff will continue to suffer irreparable harm to its interests in the subject
16 property.

17 30. On April 13, 2009, Plaintiff foreclosed on the subject property and obtained a
18 trustee's deed upon sale (**Exhibit 2**). Federal Home Loan Mortgage Corporation's Trustee's Deed
19 Upon Sale dated April 21, 2009 and recorded on April 27, 2009 (**Exhibit 3**) was recorded after
20 plaintiff had already foreclosed on the subject property. If **Exhibit 3** is left outstanding, Plaintiff
21 will continue to suffer irreparable harm to its interests in the subject property. The interest derived
22 from **Exhibit 3** has and will continue to be transferred from one party to another, which would
23 continue to damage plaintiff's interest in the subject property.

24 31. The quitclaim deeds (**Exhibits 4 and 5**) were derivative interests obtained from the
25 improper foreclosure sale on April 21, 2009. If left outstanding, Plaintiff will continue to suffer
26 irreparable harm to its interests in the subject property, as there will be competing interests to
27 plaintiff's claim to title.

28 32. Based on the facts set forth herein, plaintiff requests that this court cancels and

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1 otherwise nullifies these documents as a matter of law.

2 **FOURTH CAUSE OF ACTION**

3 **(Against Defendant YOSEF COHEN and Does 251-500 - Slander of Title)**

4 33. Plaintiff repeats, re-alleges, and incorporates herein by reference, each and all of the
5 allegations contained in Paragraphs 1 through 32, inclusive, with the same force and effect as though
6 fully set forth at length.

7 34. Plaintiff is further informed and believes, and on that basis alleges, that Defendant
8 YOSEF COHEN, an individual, made false and disparaging remarks about Plaintiff's interest in the
9 Subject Property by recording the Substitution of Trustee and Full Reconveyance without any legal
10 or factual basis and thereby slandered Plaintiff's title in and to its Subject Property as herein above
11 alleged.

12 35. Plaintiff is further informed and believes, and on that basis alleges, that Defendant
13 YOSEF COHEN, an individual, published the Substitution of Trustee and Full Reconveyance by
14 virtue of causing it to be recorded with the Los Angeles County Recorder. This document thus
15 became a public record that wrongfully slanders Plaintiff's title to the subject property.

16 36. The Substitution of Trustee and Full Reconveyance, was not privileged in that
17 Defendant YOSEF COHEN, an individual, was not the true trustee under the Deed of Trust and had
18 no authority to record the Substitution of Trustee and Full Reconveyance. The Substitution of
19 Trustee and Full Reconveyance was also wrongly recorded in that Harutyun Julfayan, a married man
20 as his sole and separate property, did not pay off his loan to Plaintiff in full and did not satisfy his
21 obligations under the loan documents.

22 37. As a result, as hereinabove alleged, Plaintiff has incurred and will continue to incur
23 damages, including but not limited to attorney's fees and costs to litigate this matter and to cancel
24 the wrongfully recorded Substitution of Trustee and Full Reconveyance.

25 38. Plaintiff is informed and believes, and thereupon alleges, that Defendant YOSEF
26 COHEN acted with malice in recording the Substitution of Trustee and Full Reconveyance and acted
27 recklessly or intentionally in causing the document to be recorded. In so doing, Defendant COHEN
28 was acting without a factual or legal basis and did so with a conscious disregard for Plaintiff's rights

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1 and with a specific intent to defraud and injure Plaintiff. Accordingly, such actions constitute fraud,
2 oppression and malice under California Civil Code §3294. By virtue of Defendant YOSEF
3 COHEN's willful and wrongful conduct as herein above alleged, Plaintiff is entitled to punitive and
4 exemplary damages as determined by this court.

5 **FIFTH CAUSE OF ACTION**

6 **(Against all Defendants - Preliminary and Permanent Injunction)**

7 39. Plaintiff repeats, re-alleges, and incorporates herein by reference, each and all of the
8 allegations contained in Paragraphs 1 through 38, inclusive, with the same force and effect as though
9 fully set forth at length.

10 40. As a result of the wrongful and unlawful acts of Defendants, and each of them, as
11 hereinabove alleged Plaintiff will have sustained and will continue to sustain great and irreparable
12 injury.

13 41. Plaintiff cannot be fully compensated in damages and is without an adequate remedy
14 at law because the exact amount of damages Plaintiff will sustain will be difficult to determine.

15 42. Plaintiff is likely to succeed on the merits of the above-entitled matter because the
16 Substitution of Trustee and Full Reconveyance is patently false and was recorded without either a
17 factual or legal basis.

18 43. As a result of the hereinabove allegations, Plaintiff is entitled to an injunction
19 restraining Defendants, and each of them, from transferring, hypothecating or encumbering the
20 Subject Property. The wrongful interest in the subject property in SELENE's possession has already
21 been transferred several times.

22 **PRAYER FOR RELIEF**

23 **THEREFORE**, Plaintiff prays for judgment against Defendants, and each of them, as
24 follows:

25 **ON THE FIRST CAUSE OF ACTION**

26 1. For a Judgment and Order that Plaintiff was the owner of the Subject Property free
27 and clear of any right, title, estate or interest of all Defendants and each of them from January 15,
28 2008 to present;

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1 2. That a copy of the judgment may be recorded;

2 **ON THE SECOND CAUSE OF ACTION**

3 1. For a judicial declaration of the parties' respective rights, and a declaration that
4 Plaintiff was the owner of the Subject Property free and clear of any right, title, estate or interest of
5 all Defendants and each of them from January 15, 2008 to present;

6 2. For a judicial declaration that the Substitution of Trustee and Full Reconveyance is
7 void as a matter of law;

8 3. That Plaintiff's Note and Deed of Trust secured by the subject property is senior to
9 the JUNIOR LOAN;

10 4. That Plaintiff's trustee's deed upon sale resulting from the non-judicial foreclosure is
11 valid and fully enforceable;

12 5. That Plaintiff's trustee's sale dated April 13, 2009 and recorded April 16, 2009
13 extinguished the JUNIOR LOAN;

14 6. That the trustee's deed upon sale dated April 21, 2009 and recorded on April 27, 2009
15 is void as a matter of law;

16 7. That all conveyances, lien, interests, encumbrances or other interests in the subject
17 property derivative of and obtained by virtue of the trustee's deed upon sale dated April 21, 2009
18 and recorded on April 27, 2009, are unenforceable and of no force and effect;

19 **ON THE THIRD CAUSE OF ACTION**

20 8. That Defendants, and each of them, deliver the purported Substitution of Trustee and
21 Full Reconveyance (**Exhibit 1**) immediately to the clerk of the court for cancellation;

22 9. That Defendants, and each of them, deliver the purported Trustee's Deed Upon Sale
23 dated April 21, 2009 (**Exhibit 3**) immediately to the clerk of the court for cancellation;

24 10. That Defendants, and each of them, deliver the quitclaim deeds (**Exhibits 4 and 5**)
25 immediately to the clerk of the court for cancellation;

26 11. For damages, in the event that Defendants, and each of them, fail to surrender the
27 documents listed herein for cancellation pursuant to the judgment damages in an amount to be
28 proven at trial;

1 the Los Angeles County Recorder's office;

2 (d) For an order requiring Defendants to show cause, if any they have, why they
3 should not be enjoined as set forth in this Complaint, during the pendency of this action, and for a
4 temporary restraining order, a preliminary injunction and a permanent injunction, all enjoining
5 Defendants and each of them, and their agents, servants and employees, and all persons acting under,
6 in concert with, or with them, from transferring, hypothecating or encumbering the Subject Property,
7 and claiming an interest senior to Plaintiff's interest.

8 **ON ALL CAUSES OF ACTION**

9 13. For such other and further relief as the court deems just and proper.

10
11 DATED: November 25, 2010

WOLFE & WYMAN LLP

12
13 By: 

14 **STUART B. WOLFE**
15 **KELLY ANDREW BEALL**

16 Attorneys for Plaintiff
17 **BANK OF AMERICA, NATIONAL**
18 **ASSOCIATION AS SUCCESSOR BY MERGER**
19 **TO LASALLE BANK NATIONAL**
20 **ASSOCIATION AS TRUSTEE FOR FIRST**
21 **FRANKLIN MORTGAGE LOAN TRUST 2007-1.**
22 **MORTGAGE LOAN ASSET-BACKED**
23 **CERTIFICATES, SERIES 2007-1**

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VERIFICATION

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I have read the foregoing Plaintiff's Verified First Amended Complaint for: 1) Quiet Title; 2) Declaratory Relief; 3) Cancellation of Instruments; 4) Slander of Title; 5) Temporary Restraining Order; and 6) Preliminary and Permanent Injunction and know its contents.

CHECK APPLICABLE PARAGRAPHS

I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I am an Officer a partner a of Home Loan Services, Inc. as Attorneys in Fact for Bank of America as Successor to Lasalle Bank National Association a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. The matters stated in the foregoing document are true of my own knowledge, except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I am one of the attorneys for a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on November, 2010, at California. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bryan G. Kusich
Type or Print Name

[Handwritten Signature]
Signature

PROOF OF SERVICE
1013a (3) CCP Revised 5/1/88

STATE OF CALIFORNIA, COUNTY OF

I am employed in the county of State of California. I am over the age of 18 and not a party to the within action; my business address is:

On, I served the foregoing document described as in this action

- by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list;
by placing the original a true copy thereof enclosed in sealed envelopes addressed as follows:

BY MAIL

I deposited such envelope in the mail at California. The envelope was mailed with postage thereon fully prepaid.

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on, at California.

(BY PERSONAL SERVICE) I delivered such envelope by hand to the offices of the addressee.

Executed on, at California.

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

(Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Type or Print Name

Signature

(BY MAIL SIGNATURE MUST BE OF PERSON DEPOSITING ENVELOPE IN MAIL SLOT, BOX, OR BAG)

(FOR PERSONAL SERVICE SIGNATURE MUST BE THAT OF MESSENGER)

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EXHIBIT 1

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20080084780

Pages: 003



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California

Fee: 21.00

Tax: 0.00

Other: 0.00

Total: 21.00

01/15/08 AT 01:18PM

1564140 200801150010081 Counter

TITLE(S) :



Assessor's Identification Number (AIN)

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

Number of AIN's Shown

ENR01

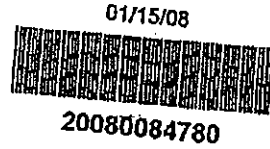
THIS FORM IS NOT TO BE DUPLICATED

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RECORDING REQUESTED BY

AND WHEN RECORDED MAIL DOCUMENT
AND TAX STATEMENT TO:

41009 Knoll Dr.
Palmdale CA. 93551



Space Above This Line for Recorder's Use Only

A.P.N.: 3001-080-023

File No.:

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

The Undersigned, present Beneficiary under that certain Deed of Trust dated 1/10/07 executed by Harutyun Julfayan as Trustor to First Franklin Financial as original Trustee and recorded on 1/22/07 as Instrument No. 070124590, in Book, Page(s), Official Records of the County of Los Angeles State of CA. **HEREBY APPOINTS AND SUBSTITUTES THE UNDERSIGNED** as the new and substituted Trustee thereunder in accordance with the terms and provisions contained therein, whose address is 41009 Knoll Dr. Palmdale CA. 93551 and

As such duly appointed and substituted Trustee thereunder, the undersigned **DOES HEREBY RECONVEY** to the person or persons legally entitled thereto, without warranty all the estate, title and interest acquired by the original Trustee and by the undersigned as the said substituted Trustee under said Deed of Trust. Wherever the text of this document so requires, the singular includes the plural.

Dated: 1-11-2008

Beneficiary(ies):

By: Yosef Cohen
Authorized Signer *Yosef*

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State of California

County of Los Angeles

On Jan. 11, 2008 before me, Roni Ozair-Hollander ^{Notary} personally

appeared Yusef Cohen (Insert Name of Notary Public and Title) 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 on which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Roni Ozair-Hollander (Seal)

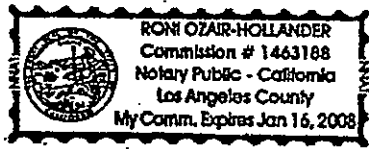


EXHIBIT 2

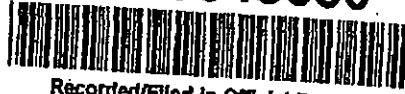
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OTHER:	0.00
PAID:	15.00



LEADSHEET



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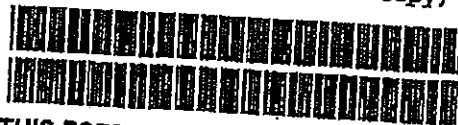
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002063520

SEQ:
19

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

RECORDER MEMO: This COPY has not been QUALITY ASSURED.

RECORDER MEMO: This COPY has not been QUALITY ASSURED.

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

WHEN RECORDED MAIL TO:

BANK OF AMERICA, NATIONAL ASSOCIATION
AS SUCCESSOR BY MERGER TO LA SALLE
BANK NATIONAL ASSOCIATION AS TRUSTEE
FOR FIRST FRANKLIN MORTGAGE LOAN
TRUST 2007-1, MORTGAGE LOAN ASSET-
BACKED CERTIFICATES, SERIES 2007-1
C/O FIRST FRANKLIN
150 ALLEGHENY CENTER
PITTSBURGH, PA 15212



2

MAIL TAX STATEMENTS TO

Same as above

Trustee Sale No. 08-0771-CA

Loan No. 1044837485

Space above this line for recorder's use only
Title Order No. 3619076 - WK5

TRUSTEE'S DEED UPON SALE

APN 3001-080-023

The undersigned grantor declares:

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
AS AN ACCOMMODATION ONLY

- 1) The Grantee herein was the foreclosing beneficiary.
- 2) The amount of the unpaid debt together with costs was \$811,539.14
- 3) The amount paid by the grantee at the trustee sale was \$399,000.00
- 4) The documentary transfer tax is \$NONE
- 5) Said property is in the CITY of PALMDALE

and ROBERT E. WEISS INCORPORATED (herein called Trustee), as the duly appointed Trustee or substituted Trustee under the Deed of Trust hereinafter described, does hereby grant and convey, but without covenant or warranty, express or implied, to BANK OF AMERICA, NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO LA SALLE BANK NATIONAL ASSOCIATION AS TRUSTEE FOR FIRST FRANKLIN MORTGAGE LOAN TRUST 2007-1, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2007-1 (herein called Grantee), all of its right, title and interest in and to that certain property situated in the County of LOS ANGELES, State of California, described as follows:

SEE ATTACHED LEGAL DESCRIPTION

Situs: 41009 KNOLL DR, PALMDALE, CA 93551

RECITALS:

This conveyance is made pursuant to the powers conferred upon Trustee by that certain Deed of Trust dated 01-10-2007 and executed by HARUTYUN JULFAYAN A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, as Trustor, and Recorded 01-22-2007, Book , Page , Instrument 20070124590 of official records of LOS ANGELES County, California, and after fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance.

RECORDER MEMO: This COPY has not been QUALITY ASSURED.

19

RECORDER MEMO: This COPY has not been QUALITY ASSURED.

Trustee Sale No. 08-0771-CA

Loan No. 1044837485

Title Order No. 3619076

Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the Office of the Recorder of said County.

All requirements of law regarding the mailing of copies of notices or the publication of a copy of the Notice of Default or the personal delivery of the copy of the Notice of Default and the posting and publication of copies of the Notice of a Sale have been complied with.

Said property was sold by said Trustee at public auction on 04-13-2009 at the place named in the Notice of Sale, in the county of LOS ANGELES California, in which the property is situated. Grantee, being the highest bidder at such sale, became the purchaser of said property and paid therefore to said trustee the amount bid being \$399,000.00 in lawful money of the United States, or by the satisfaction, pro tanto, of the obligation then secured by said Deed. Of Trust.

DATE: 04-13-2009

ROBERT E. WEISS INCORPORATED, As Trustee

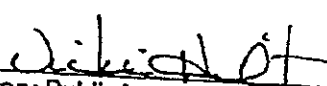

ROBERT E. WEISS, PRESIDENT

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On 04-13-2009 before me, VICKI HILTON, the undersigned Notary Public in and for said county, personally appeared Robert E. Weiss, ~~President~~, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.


Notary Public in and for said County and State



RECORDER MEMO: This COPY has not been QUALITY ASSURED.

RECORDER MEMO: This COPY has not been QUALITY ASSURED.

Trustee Sale No. 08-0771-CA

Loan No. 1044837485

Title Order No. 3619076

PARCEL 1:

LOT 26 OF TRACT NO. 45566, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED IN BOOK 1148 PAGES 72 TO 77, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS AND OTHER MINERAL RIGHTS OF ANY KIND THAT MAY EXIST IN OR UNDER SAID LAND, AS RESERVED IN THE DEED FROM W.F. RALSTON WINNARD AND HELEN HUNT WINNARD, HUSBAND AND WIFE, AS JOINT TENANTS, RECORDED IN BOOK 19512 PAGE 358, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM 1/8TH INTEREST IN ANY AND ALL OIL, OR MINERALS OF ANY KIND THAT MAY BE EXIST IN OR UNDER SAID LAND, AS RESERVED IN THE DEED FROM MAME E WINNARD AND WELLINGTON L. WINNARD, HER HUSBAND, RECORDED IN BOOK 1973 PAGE 267, OFFICIAL RECORDS.

PARCEL 2:

NONEXCLUSIVE EASEMENTS APPURTENANT TO PARCEL 1 ABOVE, ON AND OVER THE "COMMON AREA" AS DEFINED IN THE DECLARATION OF ANNEXATION FOR ACCESS, USE, OCCUPANCY, ENJOYMENT, INGRESS AND EGRESS OF THE AMENITIES LOCATED THEREON. THE COMMON AREA IS FOR THE USE OF OWNERS OF LOTS WHICH ARE SUBJECT TO THE DECLARATION AND IS NOT FOR THE USE OF THE GENERAL PUBLIC.

RECORDER MEMO: This COPY has not been QUALITY ASSURED.

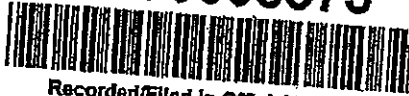
EXHIBIT 3

RECORDER MEMO: This COPY has not been QUALITY ASSURED.

This page is part of your document - DO NOT DISCARD



20090608373



Pages: 0003

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

04/27/09 AT 08:00AM

FEES:	12.00
TAXES:	0.00
OTHER:	0.00
PAID:	12.00



LEADSHEET



200904270130009

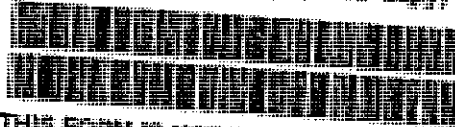
00000424523



002079622

SEQ:
12

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

EMTM

135

RECORDER MEMO: This COPY has not been QUALITY ASSURED.

RECORDER MEMO: This COPY has not been QUALITY ASSURED.

[RECORDING REQUESTED BY:]
Fidelity National Title Insurance Company
On behalf of Trustee Corps



2

[WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO:]
TAYLOR BEAN AND WHITAKER MORTGAGE CORP.
1417 N. Magnolia Avenue
Ocala, FL 34475

[Space above this line for recorder's use only]

Trustee Sale#: CA0925842-2 Loan#: 7070511 Title Order#: G862454

TRUSTEE'S DEED UPON SALE

The undersigned grantor declares:

- | | |
|---|--------------|
| 1) The Grantee herein <u>WAS</u> the foreclosing beneficiary. | |
| 2) The amount of the unpaid debt together with costs was | \$454,378.55 |
| 3) The amount paid by the grantee at the trustee sale was | \$362,945.00 |
| 4) The documentary transfer tax is | \$0.00 |
| 5) Said property is in the city of <u>PALMDALE</u> | |
| 6) APN # <u>3001-080-023</u> | |

and MTC FINANCIAL INC., dba TRUSTEE CORPS (herein called Trustee), as the duly appointed Trustee under the Deed of Trust hereinafter described, does hereby grant and convey, but without covenant or warranty, express or implied, to FEDERAL HOME LOAN MORTGAGE CORPORATION (herein called Grantee), all of its right, title and interest in and to that certain property situated in the County of Los Angeles, State of California, described as follows:

PARCEL 1.
LOT 26 OF TRACT NO. 46566, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED IN BOOK 1148 PAGES 72 TO 77, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM ALL OIL, GAS AND OTHER MINERAL RIGHTS OF ANY KIND THAT MAY EXIST IN OR UNDER SAID LAND, AS RESERVED IN THE DEED FROM W.F. RALSTON WINNARD AND HELEN HUNT WINNARD, HUSBAND AND WIFE, AS JOINT TENANTS, RECORDED IN BOOK 19812 PAGE 358, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM 1/8TH INTEREST IN ANY AND ALL OIL, OR MINERALS OF ANY KIND THAT MAY BE EXIST IN OR UNDER SAID LAND, AS RESERVED IN THE DEED FROM MANE E. WINNARD AND WELLINGTON L. WINNARD, HER HUSBAND, RECORDED IN BOOK 1973 PAGE 267, OFFICIAL RECORDS.

PARCEL 2
NONEXCLUSIVE EASEMENTS APPURTENANT TO PARCEL 1 ABOVE, ON AND OVER THE 'COMMON AREA' AS DEFINED IN THE DECLARATION OF ANNEXATION FOR ACCESS, USE, OCCUPANCY, ENJOYMENT, INGRESS AND EGRESS OF THE AMENITIES LOCATED THEREON. THE COMMON AREA IS FOR THE USE OF OWNERS OF LOTS WHICH ARE SUBJECT TO THE DECLARATION AND IS NOT FOR THE USE OF THE GENERAL PUBLIC.

RECITALS:

RECORDER MEMO: This COPY has not been QUALITY ASSURED.

12

3

RECORDER MEMO: This COPY has not been QUALITY ASSURED.

Trustee Sale#: CA0925842-2 Loan#: 7070511 Investor #: 501742654 Title Order#: G862454

This conveyance is made pursuant to the powers conferred upon Trustee by that certain Deed of Trust dated 02/15/2008 and executed by NADAV LEVI, A SINGLE MAN, as Trustor, and Recorded on 02/27/2008 as Document No. 20080335559 of official records of Los Angeles County, California, and after fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance.

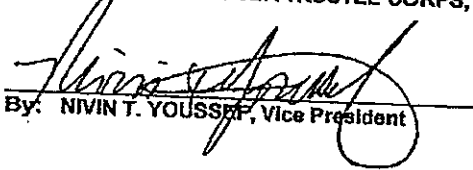
Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the Office of the Recorder of said County, and such default still existed at the time of sale.

All requirements of law regarding the mailing of copies of notices or the publication of a copy of the Notice of Default or the personal delivery of the copy of the Notice of Default and the posting and publication of copies of the Notice of a Sale have been complied with.

Trustee, in compliance with said Notice of Trustee's Sale and in exercise of its powers under said Deed of Trust, sold the herein described property at public auction on 04/21/2009. Grantee, being the highest bidder at said sale, became the purchaser of said property for the amount bid being \$362,945.00 in lawful money of the United States, or by credit bid if the Grantee was the beneficiary of said Deed of Trust at the time of said Trustee's Sale.

DATED: 04/21/2009

MTC FINANCIAL INC. DBA TRUSTEE CORPS, as Successor Trustee


By: NIVIN T. YOUSSEF, Vice President

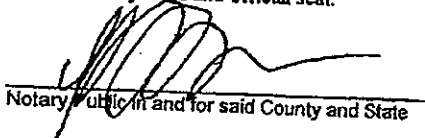
STATE OF California

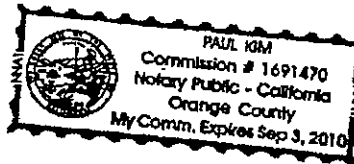
COUNTY OF Orange

On 04/21/2009 before me, Paul Kim, a notary public, personally appeared NIVIN T. YOUSSEF who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.


Notary Public in and for said County and State



RECORDER MEMO: This COPY has not been QUALITY ASSURED.

EXHIBIT 4

This page is part of your document - DO NOT DISCARD



20100666304



Pages:
0006

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

05/17/10 AT 08:00AM

FEES:	48.00
TAXES:	0.00
OTHER:	0.00
PAID:	48.00



LEADSHEET



201005170300003

00002372027



002684823

SEQ:
11

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

T29

2

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY

RECORDED AT THE REQUEST OF:

WHEN RECORDED, MAIL TO:
EQUITY LOAN SERVICES
1100 SUPERIOR AVENUE #200
CLEVELAND, OHIO 44114
ATTENTION: NATIONAL RECORDINGS



4368017

APN 3001-080-023

QUIT CLAIM DEED

(Print the title of the document in this area exactly as it appears on the original)

~~QUIT CLAIM DEED~~ TAYLOR, BEAN & WHITMAN
41732625 CA
FIRST AMERICAN ELS
QUIT CLAIM DEED
~~QUIT CLAIM DEED~~

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
AS AN ACCOMMODATION ONLY

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
AS AN ACCOMMODATION ONLY

THIS PAGE WAS ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION PER
CALIFORNIA GOVERNMENT CODE, SEC. 27361.6

11E

3

RECORDING REQUESTED BY

WHEN RECORDED, RETURN TO:
EQUITY LOAN SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING - TEAM 1
Accommodation Recording Per Client Request

Title Order No. 709011 / 003214 Record No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Quitclaim Deed

THE UNDERSIGNED GRANTEE (S) DECLARE (S)

DOCUMENTARY TRANSFER TAX IS \$

5047316

unincorporated use City of _____

Form No. 2001-000-001

computed on full value of interest or property conveyed, or
 computed on full value less value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

FEDERAL HOME LOAN MORTGAGE CORPORATION

herby RIDDER, RELEASE AND FOREVER QUITCLAIM to

TAYLOR, BEAN & WHITAKER MORTGAGE CORP., whose address is 1417 N. Magnolia Ave,
Ocala, Florida 34475

The following described real property in the

County of Los Angeles

, state of California

And being that certain property described on Exhibit "A" attached hereto and incorporated herein
by reference.

Dated January 13 2010

STATE OF CALIFORNIA, Texas
COUNTY OF Ocean

on January 13 2010 before me,

John R. Hodack

(Print name and title of the officer)

, personally appeared Gloria Wright

Assistant Treasurer

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

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

WITNESS my hand and official seal

Signature John R. Hodack



(This seal is valid without text)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

Name

Street Address

City & State

"The value of the property in this conveyance, exclusive of liens and encumbrances is \$100.00 or less, and there is no additional consideration received by the grantor, R & T 11911"

Exhibit A

4

PARCEL 1:

LOTS 26 OF TRACT NO. 45566, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED IN BOOK 1148, PAGES 72 TO 77 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS AND OTHER MINERAL RIGHTS OF ANY KIND THAT MAY EXIST IN OR UNDER SAID LAND, AS RESERVED IN THE DEED FROM W. F. RALSTON WINNARD AND HELEN HUNT WINNARD, HUSBAND AND WIFE, AS JOINT TENANTS, RECORDED IN BOOK 19512 PAGE 358 OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM 1/8TH INTEREST IN ANY AND ALL OIL, OR MINERALS OF ANY KIND THAT MAY BE EXIST IN OR UNDER SAID LAND, AS RESERVED IN THE DEED FROM MAME E. WINNARD AND WELLINGTON L. WINNARD, HER HUSBAND, RECORDED IN BOOK 1973 PAGE 267, OFFICIAL RECORDS.

PARCEL 2:

NONEXCLUSIVE EASEMENTS APPURTENANT TO PARCEL 1 ABOVE, ON AND OVER THE "COMMON AREA" AS DEFINED IN THE DECLARATION OF ANNEXATION FOR ACCESS, USE, OCCUPANCY, ENJOYMENT, INGRESS AND EGRESS OF THE AMENITIES LOCATED THEREON. THE COMMON AREA IS FOR THE USE OF OWNERS OF LOTS WHICH ARE SUBJECT TO THE DECLARATION AND IS NOT FOR THE USE OF THE GENERAL PUBLIC.

5

State of California)
County of _____)

On _____ before me _____, a notary public, personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

I certify (or declare) under penalty of perjury that the forgoing is true and correct

5, 17, 10
Date

[Signature]
DPS - agent
Sum Penon

EXHIBIT 5

This page is part of your document - DO NOT DISCARD



20100666305



Pages:
0006

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

05/17/10 AT 08:00AM

FEES:	51.00
TAXES:	NEPR
OTHER:	0.00
PAID:	NEPR



LEADSHEET



201005170300003

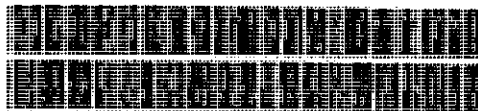
00002372028



002684823

SEQ:
12

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY



2

WHEN RECORDED, RETURN TO:
EQUITY LOAN SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING - TEAM 1
Accommodation Recording Per Client Request

MAIL TAX STATEMENTS TO:
Selene Finance LP
9990 Richmond Avenue
Suite 100
Houston, TX 77042
Attn: Tax Department

5647316 (SPACE ABOVE THIS LINE IS FOR RECORDER'S USE)

4368017
Apr 3001-080-023

GRANT DEED

TRANSFER TAX
NOT A PUBLIC RECORD

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
AS AN ACCOMMODATION ONLY

The undersigned grantor declares:
Documentary Transfer Tax not shown pursuant to Section
11932 of the Revenue and Taxation Code, as amended

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged on this 14th day of January, 2010, and delivered and effective as of that same day, **TAYLOR, BEAN & WHITAKER MORTGAGE CORP.**, a Florida corporation, Debtor in Possession pursuant to Chap. 11 Bankruptcy Case No. 3:09-bk-07047-JAF in the United States Bankruptcy Court, Middle District of Florida, Jacksonville Division ("Grantor"), hereby grants to **SELENE RMOF REO ACQUISITION II LLC**, a Delaware limited liability company, as Grantee, the following described real property (together with all rights-of-way or use, easements, servitudes, licenses, tenements, driveways, approaches, pavements, hereditaments, curbs and street front privileges and appurtenances thereunto belonging), with all improvements and fixtures located thereon, located in the County of LOS ANGELES, State of California (the "Property"):

See Exhibit "A" attached hereto and incorporated herein.

Grantor will warrant and forever defend the right and title to the Property unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise, subject only to the matters set forth on Exhibit "B" attached hereto and made a part hereof by this reference.

CA GRANT DEED (TRW)
2125396v2

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
AS AN ACCOMMODATION ONLY

7070511

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2

By accepting this deed, Grantee expressly acknowledges and agrees that, except for the limited warranties of title set forth in this deed, neither Grantor nor any of its parent, officers, directors, employees, agents, representatives or attorneys (together with Grantor, the "Grantor Parties") has made any guaranties, promises, statements, assurances, representations or warranties, express or implied, to Grantee including, without limitation, any pertaining to the status of title to the Property, the suitability of the Property for any purpose, the profitability of owning or operating the Property, the physical or environmental condition thereof, the suitability, habitability or merchantability or fitness of the Property for Grantee's intended use or for any use whatsoever, the rental income or expenses thereof, the net or gross acreage contained therein, the zoning thereof, the existence or satisfaction of any local, state or federal approvals or permits for the development or use thereof, the availability or existence of water, sewer or other utilities, the existence or nonexistence of any hazardous substances or materials in, on or under the Property, or as to any other past, present or future matter whatsoever. Grantee has made such independent investigations and engaged in such other due diligence as it deems to be warranted into the physical condition, title, nature, validity, enforceability, collectability and value of the Property, and all other facts Grantee deems material for its purchase of the Property, and Grantee is entering into this transaction solely on the basis of that investigation and Grantee's own judgment. Grantee acknowledges that it has not relied, and is not relying, upon any information, document, sales brochures or other literature, maps, sketches, drawings, plans, projection, pro forma, statement, representation, guarantee or warranty (whether express or implied, oral or written, material or immaterial) that may have been given by or made by or on behalf of Grantor or any of the Grantor Parties.

GRANTEE ACKNOWLEDGES AND AGREES THAT IT HAS SATISFIED ITSELF REGARDING THE CONDITION OF THE PROPERTY, AND THAT THE PROPERTY IS BEING ACQUIRED "AS IS AND WITH ALL FAULTS." BY ACCEPTANCE OF THIS DEED, GRANTEE HEREBY ASSUMES THE RESPONSIBILITY AND RISK OF ALL DEFECTS TO AND CONDITIONS OF THE PROPERTY, INCLUDING ANY SUCH DEFECTS AND CONDITIONS THAT CANNOT BE OBSERVED BY CASUAL INSPECTION. GRANTEE HEREBY RELEASES THE GRANTOR PARTIES FROM ANY AND ALL AMOUNTS, ACTIONS, DEMANDS, CLAIMS, COSTS, EXPENSES, DAMAGES AND LIABILITIES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS) (COLLECTIVELY, THE "RELEASED LIABILITIES") RELATING TO OR ARISING FROM THE CONDITION OR STATUS OF, OR ANY OTHER MATTER IN ANY WAY PERTAINING TO, THE PROPERTY, WHETHER SUCH RELEASED LIABILITIES ARE KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, PATENT OR LATENT.

This deed is given pursuant to one or more orders issued pursuant to Section 363 of the Bankruptcy Code in United States Bankruptcy Court, Middle District of Florida, Jacksonville Division, in Case No. 3:09-bk-07047-JAF.

[Signature appears on following page.]

**TAYLOR, BEAN & WHITAKER MORTGAGE
CORP., a Florida corporation**


By: 
Neil Luria
Chief Restructuring Officer

(Corporate Seal)

STATE OF FLORIDA)
) ss
COUNTY OF MARION)

On January 14, 2010, before me, JENNIFER BROCK, a Notary Public in and for said State, personally appeared Neil Luria, 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 that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Signature

NOTARY PUBLIC-STATE OF FLORIDA
Jennifer Brock
Commission #DD884541
Expires: MAY 10, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

5

EXHIBIT A

Legal

PARCEL 1:

LOTS 26 OF TRACT NO. 45566, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED IN BOOK 1148, PAGES 72 TO 77 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS AND OTHER MINERAL RIGHTS OF ANY KIND THAT MAY EXIST IN OR UNDER SAID LAND, AS RESERVED IN THE DEED FROM W. F. RALSTON WINNARD AND HELEN HUNT WINNARD, HUSBAND AND WIFE, AS JOINT TENANTS, RECORDED IN BOOK 19512 PAGE 358 OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM 1/8TH INTEREST IN ANY AND ALL OIL, OR MINERALS OF ANY KIND THAT MAY BE EXIST IN OR UNDER SAID LAND, AS RESERVED IN THE DEED FROM MAME E. WINNARD AND WELLINGTON L. WINNARD, HER HUSBAND, RECORDED IN BOOK 1973 PAGE 267, OFFICIAL RECORDS.

PARCEL 2:

NONEXCLUSIVE EASEMENTS APPURTENANT TO PARCEL 1 ABOVE, ON AND OVER THE "COMMON AREA" AS DEFINED IN THE DECLARATION OF ANNEXATION FOR ACCESS, USE, OCCUPANCY, ENJOYMENT, INGRESS AND EGRESS OF THE AMENITIES LOCATED THEREON. THE COMMON AREA IS FOR THE USE OF OWNERS OF LOTS WHICH ARE SUBJECT TO THE DECLARATION AND IS NOT FOR THE USE OF THE GENERAL PUBLIC.

TAYLOR, BEAN & WHITAK
41732625 CA
FIRST AMERICAN ELS
GRANT DEED

EXHIBIT "B"
(To Grant Deed)

PERMITTED ENCUMBRANCES

The conveyance and foregoing warranty of title are expressly subject to (i) any liens, conditions, restrictions, reservations and easements affecting the Property that are contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title that may have not expired by a time limitation contained therein or otherwise become ineffective, (ii) any taxes or assessments to be paid by Grantor or Grantee that are to be prorated for the year of closing as set forth herein or that are not yet due and payable, (iii) any standard printed exceptions in title insurance commitments, (iv) rights of all tenants or persons in possession of the Property, (v) any unrecorded claims for liabilities and/or encumbrances for labor and material furnished for improvements on the Property, (vi) all building and zoning ordinances, regulations and conditions, and (vii) all matters that would be revealed by a current and accurate survey of the Property.