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JPMORGAN CHASE BANK, N.A.

7
8 **UNITED STATES DISTRICT COURT**
9 **EASTERN DISTRICT OF CALIFORNIA**

10
11 JPMORGAN CHASE BANK, N.A.,

12 Plaintiff,

13 v.

14 PETER P. KHAMSANVONG; YAMASSEE
15 TRIBAL NATION; SUPREME COURT OF
16 THE YAMASSEE NATIVE AMERICAN
ASSOCIATION OF NATIONS; and DOES 1
through 10, inclusive,

17 Defendants.

CASE NO.: _____

**COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF**

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19
20 COMES NOW plaintiff JPMorgan Chase Bank, N.A, (“Plaintiff”) and complains and alleges
21 as follows:

22 **JURISDICTION**

23 1. The jurisdiction of this Court over the subject matter of this action is predicated on 28
24 U.S.C. sections 1331 (federal question). This action arises under the Declaratory Judgment Act at
25 28 U.S.C. § 2201.

26 **VENUE**

27 2. Venue is proper in this district because a substantial part of the events or omissions
28 giving rise to the claim occurred in this District.

1 3. Venue is also proper in that the real property that is the subject of this action is
2 located within this District at 1906 West Aurora Avenue, Porterville, California 93257, Assessor's
3 Parcel No. 245-183-014 (the "Property"). The legal description for the Property is:

4 Lot 110 of Tract No. 368, in the City of Porterville, County of Tulare, State of
5 California, as per Map recorded in Book 23, Page 43 of Maps, in the Office of
6 the County recorder of said County.

7 **PARTIES**

8 4. At all times herein mentioned, Plaintiff is a national bank. Plaintiff's main office is
9 located in Columbus, Ohio and Plaintiff is a citizen of Ohio. Plaintiff brings this action on behalf of
10 itself, including its corporate officers.

11 5. On information and belief, defendant Peter P. Khamsanvong ("Khamsanvong") is an
12 individual residing in Porterville, California.

13 6. On information and belief, defendant Yamassee Tribal Nation is an entity that
14 purports to be an active Native American Tribal Nation with a mailing address in the State of Ohio.

15 7. On information and belief, defendant Supreme Court of the Yamassee Native
16 Americans Association of Nations ("Yamassee Supreme Court") is an entity that purports to be an
17 active Native American Tribal Court with a mailing address in the State of Ohio.

18 8. Plaintiff is unaware of the true names and capacities, whether individual, associate,
19 corporate or otherwise of defendants Does 1 through 10, inclusive, and thereon sues them by such
20 fictitious names. On information and belief, the Doe defendants, and each of them, have or claim to
21 have an interest in the subject property described herein, but the nature, character or extent of such
22 interest is unknown to Plaintiff. Plaintiff will amend this complaint to allege their true names and
23 capacities when the same has been ascertained. Further on information and belief, each of the
24 fictitiously named defendants, and each of them, is in some manner, responsible for the events and
25 happenings herein referred to, either contractually or tortuously, and caused damages to the Plaintiff
26 as alleged herein.

27 9. On information and belief, at all times herein mentioned that the defendants, and each
28 of the, including such DOE defendants, was the agent, servant and employee of each of the

1 remaining defendants, and at all times relevant hereto, were acting within the purpose and scope of
2 said agency and employment.

3 **GENERAL ALLEGATIONS**

4 10. On or about August 13, 2013, defendant Khamsanvong obtained a residential loan
5 from Loan Simple, Inc., in the principal sum of \$108,989.00 (“Loan”) secured by a deed of trust
6 (“DOT”) encumbering the Property which was recorded in the Official Records of Tulare County on
7 August 15, 2013, as instrument number 2013-0051517. A true and correct copy of the DOT is
8 attached as **Exhibit 1**.

9 11. On or about September 13, 2016, the DOT was assigned to Carrington Mortgage
10 Services, LLC (“Carrington”). A true and correct copy of the Assignment of the DOT is attached as
11 **Exhibit 2**.

12 12. Plaintiff was the loan servicer for the Loan until October 1, 2015. On October 2,
13 2015, Carrington became the new loan servicer for the Loan.

14 13. On or about September 26, 2016, Carrington substituted the trustee under the DOT to
15 Carrington Foreclosure Services, LLC.

16 14. On information and belief, Carrington has started non-judicial foreclosure
17 proceedings on the Property. On or about September 30, 2016, Carrington caused a Notice of
18 Default to be recorded against title to the Property. A true and correct copy of the Notice of Default
19 is attached as **Exhibit 3**.

20 15. Plaintiff was no longer the servicer on the Loan when non-judicial foreclosure was
21 initiated.

22 16. On information and belief, on or about December 13, 2016, the Yamassee Supreme
23 Court purportedly issued an “Order to Show Cause/Default Judgment/Writ of Restituion [sic] In The
24 Event Defendants Fail To Respond Within 21 Days Of Receipt Of This Order” (the “Order to Show
25 Cause”). A true and correct copy of the Order to Show Cause is attached hereto as **Exhibit 4**.

26 17. The Order to Show Cause named Plaintiff as a purported defendant. *See* Order to
27 Show Cause, page 2.

28 ///

1 18. The Order to Show Cause named Plaintiff's current Chief Executive Officer, Jamie
2 Dimon, as a purported defendant. *See* Order to Show Cause, page 2.

3 19. In the Order to Show Cause it is alleged that Khamsanvong is "an enrolled tribal
4 member of the Yamassee tribal nation..." *See* Order to Show Cause, ¶ 1. It is also alleged that the
5 Property owned by Khamsanvong is in "Indian country." *See* Order to Show Cause, ¶ 2.

6 20. The Order to Show Cause alleges that, on or around September 9, 2015, Plaintiff sold
7 the "mortgage note" to Carrington Holding Company, LLC and Carrington Mortgage Services, LLC.
8 *See* Order to Show Cause, ¶ 4.

9 21. The Order to Show Cause seeks remedies against all "Defendants" including an
10 accounting, restitution or payment of proceeds from an alleged "securitization" of the mortgage note
11 and damages in the amount of \$25 million dollars. *See* Order to Show Cause, pages 10 to 11.

12 22. On January 13, 2017, Plaintiff, through a special appearance, responded to the Order
13 Show Cause objecting to the Yamassee Tribal Nation and the Yamassee Supreme Court's purported
14 jurisdiction over Plaintiff and Mr. Dimon. A true and correct copy of the Response to the Order to
15 Show Cause is attached hereto as **Exhibit 5**. Plaintiff never received a response to its objection.

16 23. As Plaintiff first asserted its jurisdictional challenge in the purported Yamassee
17 Supreme Court, it has standing to proceed in this Court to obtain the declaratory relief prayed for
18 herein. *See, e.g., Iowa Mutual Insurance Co. v. LaPlante*, 480 U.S. 9, 17-19 (1987); *Elliott v. White*
19 *Mountain Apache Tribal Court*, 566 F.3d 842, 847 (9th Circ. 2009). Further, even if a challenge had
20 not been made in the purported Yamassee Supreme Court, Plaintiff would have standing to bring the
21 instant action because:

- 22 a. Under the factual circumstances of this case, the Order to Show Cause was clearly
23 and obviously motivated by a desire to harass Plaintiff and its officers, and was
24 made in bad faith.
- 25 b. Given that the purported Yamassee Supreme Court has provided only a Post
26 Office Box and has failed to respond to Plaintiff's challenge to jurisdiction,
27 Plaintiff has no adequate opportunity to challenge the trial court's jurisdiction;
- 28 c. It is also "plain" that the tribal court is lacking jurisdiction.

1 24. On information and belief, the Yamassee Tribal Nation is not an Indian or Native
2 American tribe recognized by the Bureau of Indian Affairs (“BIA”). The BIA’s website defines a
3 federal recognized tribe as:

4 **A federally recognized tribe** is an American Indian or Alaska Native
5 tribal entity that is recognized as having a government-to-government
6 relationship with the United States, with the responsibilities, powers,
7 limitations, and obligations attached to that designation, and is eligible for
8 funding and services from the Bureau of Indian Affairs.

9 Furthermore, federally recognized tribes are recognized as possessing
10 certain inherent rights of self-government (i.e., tribal sovereignty) and are
11 entitled to receive certain federal benefits, services, and protections
12 because of their special relationship with the United States. At present,
13 there are 567 federally recognized American Indian and Alaska Native
14 tribes and villages.

15 www.bia.gov/FAQs/index.htm.

16 25. The BIA website has a complete list of the federally recognized tribes list on the
17 Indian Entities Recognized and Eligible To Receive Services From the United States Bureau of
18 Indian Affairs (the “BIA Notice”). The most recent version of the BIA Notice is available at
19 www.federalregister.gov/documents/2015/01/14/2015-00509/indian-entities-recognized-and-eligible-to-receive-services-from-the-united-states-bureau-of-indian.

20 26. The Yamassee Tribal Nation is not listed in the BIA Notice for Indian tribes located
21 in the contiguous 48 states of the United States or in the State of Alaska.

22 27. Because the Yamassee Tribal Nation is not listed in the BIA Notice for Indian tribes,
23 Plaintiff alleges on information and belief that the Yamassee Supreme Court is not a legitimate tribal
24 court. Thus, the Yamassee Tribal Nation and the Yamassee Supreme Court lacks any personal or
25 subject matter jurisdiction over Plaintiff or its executives, employees and agents, including Mr.
26 Dimon, and cannot award any legal or equitable relief, including damages, in any manner or any
27 amount, to defendant Khamsanvong.

28 28. Even if the Yamassee Indian Tribe was a legitimate tribe or tribal court, whether
29 federally recognized or not, the Yamassee Indian Tribe and Yamassee Supreme Court would not
30 have any personal or subject matter jurisdiction over Plaintiff or Mr. Dimon under any applicable

1 law applying to legitimate Indian or Native American tribes. *See, e.g., Strate v. A-1 Contractors,*
2 520 U.S. 438 (1997) (absent express authorization by federal statute or treaty, tribal jurisdiction over
3 conduct of nonmembers exists only in limited circumstances.); *see also Montana v. United States,*
4 450 U.S. 544, 565 (1981).

5 29. The BIA defines “Indian land” as including a federal Indian reservation, which is
6 defined as “an area of land reserved for a tribe or tribes under treaty or other agreement with the
7 United States, executive order, or federal statute or administrative action as permanent tribal
8 homelands, and where the federal government holds title to the land in trust on behalf of the tribe.”
9 *See* www.bia.gov/FAQs/index.htm. Other Indian lands are described as “Allotted lands,” “restricted
10 status lands,” and “State Indian Reservations.”

11 30. On information and belief, the Property does not reside or is not otherwise situated on
12 “Indian land” under any definition promulgated by the BIA. Based on the legal description for the
13 Property and information provided by the County of Tulare’s Assessor’s office, the Property is not
14 located within the nearest Indian reservation, which is the Tule River Indian Reservation.

15 31. On information and belief, the United States Geological Survey (“USGS”) maintains
16 a map showing Indian lands (which are 640 acres or more) within the United States of America. A
17 printable map for the State of California is available at the following website,
18 https://nationalmap.gov/small_scale/printable/fedlands.html#bia. The USGS map for the State of
19 California shows the Tule River Indian Reservation but does not appear to show that the Property
20 resides on Indian land.

21 32. As the real property that is the subject of Khamsanvong’s claims does not in fact lie
22 on Indian land, there is not even a colorable argument that could be made for the exercise of
23 jurisdiction in this instance.

24 33. Furthermore, on information and belief, Khamsanvong has no recognized status as a
25 member of any legitimate Native American Tribe.

26 **FIRST CAUSE OF ACTION**

27 **(Declaratory and Injunctive Relief against all Defendants and Does 1 through 10)**

28 34. Plaintiff re-alleges and incorporates herein by this reference each and every allegation

1 contained in paragraphs 1 through 32, inclusive as though fully set forth herein.

2 35. An actual controversy has arisen and now exists between the parties relating to the
3 legal rights and duties between Plaintiff and Defendants for which Plaintiff desires a declaration of
4 rights.

5 36. Neither Plaintiff nor its officers, including without limitation Mr. Dimon, have
6 entered into any consensual relationship that would establish any jurisdictional basis over Plaintiff or
7 its officers.

8 37. There are no facts that would give rise to any tribal integrity exception to establish
9 jurisdiction over Plaintiff or its officers.

10 38. Plaintiff is not subject to any jurisdiction, legal proceedings, awards, judgments
11 and/or orders from the Yamassee Tribal Nation or Yamassee Supreme Court. Because none of the
12 Defendants have recognized or acknowledged Plaintiff's jurisdictional objection, an actual and
13 present controversy exists.

14 39. A declaratory judgment is necessary in that Plaintiff contends an actual and present
15 dispute exists with Defendants with respect to the following:

- 16 a. The Order to Show Cause names Plaintiff and Plaintiff's current Chief Executive
17 Officer, Jamie Dimon, as defendants;
- 18 b. The Order to Show Cause alleges that Khamsanvong is "an enrolled tribal
19 member of the Yamassee tribal nation..." and that the Property is on "Indian
20 country";
- 21 c. The Order to Show Cause seeks remedies, against all "Defendants," including an
22 accounting, restitution or payment of proceeds from an alleged "securitization" of
23 the mortgage note and damages in the amount of \$25 million dollars;
- 24 d. On information and belief, the Yamassee Indian Tribe is not an Indian Native
25 American tribe recognized by the BIA;
- 26 e. On information and belief, the Yamassee Supreme Court is not a legitimate tribal
27 court;
- 28 f. On information and belief, the Property does not reside or is otherwise situated on

1 “Indian land”;

2 g. On information and belief, the Yamassee Tribal Nation or the Yamassee Supreme
3 Court lacks any personal or subject matter jurisdiction over Plaintiff or its
4 executives, employees and agents, including Mr. Dimon, and cannot award
5 damages or any legal or equitable relief, in any manner or any amount, to
6 defendant Khamsanvong; and

7 h. On information and belief, Khamsanvong has no recognized status as a member
8 of any legitimate Native American Tribe

9 40. By reason of the conflicting claims between Plaintiff and Defendants, Plaintiff desires
10 a declaration of rights and duties between Plaintiff and Defendants.

11 41. Without such determination, Plaintiff may be subjected to litigating claims, disputes
12 and/or issued orders, awards or judgments, arising from a purported court that has no jurisdiction
13 over Plaintiff or its officers.

14 42. Based on the foregoing, Plaintiff is also entitled to injunctive relief, to enjoin
15 Defendants, and each of them, from continuing to pursue the exercise of jurisdiction over Plaintiff
16 and its officers, where no jurisdiction exists. To that end, Defendants should be enjoined from
17 issuing any orders, awards or judgments to or against Plaintiff or its officers, including Jamie
18 Dimon, in connection with the claims made by Khamsanvong.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as
21 follows:

- 22 1. For a judicial declaration that the Yamassee Tribal Nation or the Yamassee Supreme
23 Court lacks any personal or subject matter jurisdiction over Plaintiff or its executives,
24 employees and agents, including Mr. Dimon, and cannot award damages or any legal or
25 equitable relief, in any manner or any amount, to defendant Khamsanvong;
- 26 2. For an injunction against Defendants, and each of them, prohibiting them and enjoining
27 them from any further effort to exercise jurisdiction over Plaintiff or its officers,
28 including Jamie Dimon, and from issuing any orders, awards or judgments to or against

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Plaintiff or its officers, including Jamie Dimon, in connection with the claims made by
Khamsanvong;

3. For cost of suit incurred herein; and
4. For all such other relief the Court deems just and proper.

DATED: June 2, 2017

PARKER IBRAHIM & BERG LLC

By: /s/ Mariel Gerlt-Ferraro
JOHN M. SORICH
MARIEL GERLT-FERRARO
Attorneys for Plaintiff
JPMORGAN CHASE BANK, N.A.

EXHIBIT 1

24



2013-0051517

Recorded Official Records County of Tulare RELAND P. HILL Clerk Recorder	REC FEE	38.00
	DJF	
08:00AM 15-Aug-2013	Page 1 of 8	

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ja

RECORDING REQUESTED BY:
CHICAGO TITLE CO.

When recorded, mail to:
Loan Simple, Inc.
Attn: Final Document Department
9635 Maroon Circle, Suite 100
Englewood, CO 80112

LOAN #: 1305004622

42206872

[Space Above This Line For Recording Data]

State of California

DEED OF TRUST

FHA Case No 045-8001775-703

MIN: 1004196-0000004806-6

THIS DEED OF TRUST ("Security Instrument") is made on August 13, 2013.
PETER P KHAMSAVONG, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

The Trustor is

The trustee is Loan Simple Inc

("Borrower")

"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, Michigan 48501-2026, tel (888) 679-MERS. Loan Simple, Inc., a Corporation

("Trustee")

existing under the laws of Colorado,

("Lender") is organized and

FHA California Deed of Trust - 4/98
Ellie Mae, Inc

Page 1 of 7

Initials: P. K.
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08/14/2013 09 18 AM PST



LOAN #: 1305004622

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U S C Section 2801 et seq. and implementing regulations, 24 CFR Part 1024, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium,

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.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto. In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) 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 requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby

FHA California Deed of Trust - 4/96
Elle Mae, Inc

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LOAN #: 1305004622

and has an address of 9635 Maroon Circle, Suite 100, Englewood, CO 80112

Borrower owes Lender the principal sum of **ONE HUNDRED EIGHT THOUSAND NINE HUNDRED EIGHTY NINE AND NO/100** Dollars (U S \$**108,989.00**)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **September 1, 2043**.

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 (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note, (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in **Tulare** County, California

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"

which has the address of 1906 W. Aurora Ave, Porterville,

[Street, City],

California 93267 ("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 seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

Borrower and Lender covenant and agree as follows

UNIFORM COVENANTS

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

FHA California Deed of Trust - 4/98
Elle Mae, Inc

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LOAN #: 1305004622

assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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, (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U S C 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument,

FHA California Deed of Trust - 4/96
Elite Mae, Inc

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08/14/2013 09:18 AM PST



LOAN #: 1305004622

foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full However, Lender is not required to permit reinstatement if (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (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

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b) Borrower's covenants and agreements shall be joint and several Any Borrower who co-signs this Security Instrument but does not execute the Note (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent

13. Notices. Any notice to Borrower provided for in this Security instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower

Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located 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 To this end the provisions of this Security Instrument and the Note are declared to be severable

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

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law 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

Borrower shall promptly give Lender written notice of 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 If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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 As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower This assignment of rents constitutes an absolute assignment and not an assignment for additional security only

If Lender gives notice of breach to Borrower (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument, (b) Lender shall be entitled to

FHA California Deed of Trust - 4/96
Elie Mae, Inc

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LOAN #: 1305004622

collect and receive all of the rents of the Property, and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender 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 paragraph 18, 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.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. 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 and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

20. 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.

21. Request for Notices. Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.

22. Beneficiary Statement. Lender may collect a fee, not to exceed the maximum amount permitted by law for furnishing Beneficiary statement as provided by Section 2943 of the Civil Code of California.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument

[Check applicable box(es)]

- Condominium Rider
- Growing Equity Rider
- Planned Unit Development Rider
- Graduated Payment Rider
- Other(s) [specify]

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Elie Mae, Inc

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LOAN #: 1305004622

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any order(s) executed by Borrower and recorded with it

Peter P. Khamsanvong 8/14/13 (Seal)
PETER P KHAMSANVONG DATE

State of CALIFORNIA
County of TULARE

On AUGUST ¹⁴ 13, 2013, before me, BRENDA DONOHOE, NOTARY PUBLIC (here insert name and title of the officer), personally appeared PETER P KHAMSANVONG, 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 Brenda Donohoe
(NOTARY)



(SEAL)



Escrow No.: 13-42206872-BD
Locate No.: CACTI7754-7754-4422-0042206872
Title No.: 13-42206872-LM

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot 110 of Tract No. 368, in the City of Porterville, County of Tulare, State of California, as per Map recorded in Book 23, Page 43 of Maps, in the Office of the County recorder of said County.

APN: 245-183-014

Exhibit Page - Legal(exhibit)(08-07)

EXHIBIT 2

1
NC



2016-0056272

Recording Requested by:
M. E. Wileman

PLEASE FORWARD RECORDED
DOCUMENT TO AND PREPARED BY:
M. E. Wileman
2860 Exchange Blvd. # 100
Southlake, TX 76092


Recorded | REC FEE | 21.00
Official Records
County of
Tulare
ROLAND P. HILL
Clerk Recorder
LC
08:01AM 21-Sep-2016 | Page 1 of 1

Assignment of Deed of Trust

Send Any Notices To Assignee.

For Valuable Consideration, the undersigned, **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE FOR LOAN SIMPLE, INC. A CORPORATION ITS SUCCESSORS AND ASSIGNS P.O. Box 2026, Flint, MI 48501-2026 (Assignor)** by these presents does assign and set over, without recourse, to **CARRINGTON MORTGAGE SERVICES, LLC 1600 South Douglass Rd, Suite 200-A, Anaheim, CA 92806 (Assignee)** the described deed of trust with all interest, all liens, any rights due or to become due thereon, executed by **PETER P KHAMSANVONG, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., (MERS) AS NOMINEE FOR LOAN SIMPLE, INC., A CORPORATION ITS SUCCESSORS AND ASSIGNS**. Trustee: **LOAN SIMPLE INC.** Said deed of trust Dated: **8/13/2013** is recorded in the State of CA, County of Tulare on **8/15/2013**, Document # **2013-0051517** AMOUNT: \$ **108,989.00** Property Address: **1906 W AURORA AVE, PORTERVILLE, CA 93257**

IN WITNESS WHEREOF, the undersigned corporation/trust has caused this instrument to be executed as a sealed instrument by its proper officer. Executed on: September 13, 2016
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE FOR LOAN SIMPLE, INC. A CORPORATION ITS SUCCESSORS AND ASSIGNS

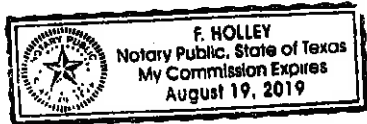
By: 
Michael Edward Wileman, Assistant Secretary

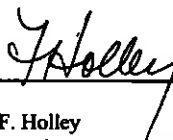


KHAMSANVONG JAR *16103934*

State of Texas
County of Tarrant

Before me, F. Holley, Notary Public, personally appeared, Michael Edward Wileman, Assistant Secretary known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.
Given under my hand and seal of office on 09/13/2016.




Notary public, F. Holley
My commission expires: August 19, 2019

4000264871 MIN 10041960000048066 MERS Phone 888-679-6377

CA Tulare

CMS/MERS/AOMS

EXHIBIT 3

11 RECORDING REQUESTED BY: SPL

WHEN RECORDED MAIL TO:
Carrington Foreclosure Services, LLC
P.O. Box 3309
Anaheim, California 92803

4 MB

2016-0061006

Recorded Official Records County of Tulare ROLAND P. HILL Clerk Recorder	REC FEE	30.00
	NC	

08:00AM 30-Sep-2016 Page 1 of 4

TS No.: 16-17480 A.P.N.: 245-183-014-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED

注: 本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO
TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP
LŪU Y: KÈM THEO ĐẦY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

PURSUANT TO CIVIL CODE § 2923.3(a), THE SUMMARY OF INFORMATION REFERRED TO ABOVE IS NOT ATTACHED TO THE RECORDED COPY OF THIS DOCUMENT BUT ONLY TO THE COPIES PROVIDED TO THE TRUSTOR.

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION,

and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$6,652.37 as of 9/29/2016, and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the three month period stated above) to, among other things, (1) provide

TS No.: 16-17480

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor. To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

**Carrington Mortgage Services, LLC
C/O Carrington Foreclosure Services, LLC
P.O. Box 3309
Anaheim, California 92803
Phone: (888) 313-1969**

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN: That **Carrington Foreclosure Services, LLC** is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated **8/13/2013**, executed by **PETER P KHAMSANVONG A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY**, as Trustor, to secure certain obligations in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC AS NOMINEE FOR LOAN SIMPLE INC**, as beneficiary, recorded **8/15/2013**, as Instrument No. **2013-0051517**, in Book , Page , of Official Records in the Office of the Recorder of **Tulare County, California** describing land therein as: **AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST**

Such obligations including the **NOTE(S) FOR THE ORIGINAL** sum of **\$108,989.00**, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the undersigned; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

Installment of Principal and/or Interest plus impounds and/or advances which became due on 3/1/2016 plus late charges, and all subsequent installments of principal, interest, balloon payments, plus impounds and/or advances and late charges that become payable.

That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said duly appointed Trustee, a written Declaration of Default and Demand for same, and has deposited with said duly appointed Trustee, such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

TS No.: 16-17480

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

THE BENEFICIARY OR BENEFICIARY'S AUTHORIZED AGENT HAS COMPLIED WITH CIVIL CODE SECTION 2923.55. or 2923.5 SEE DECLARATION ATTACHED HERETO AND MADE A PART HEREOF.

Dated: 9/29/2016

Carrington Foreclosure Services, LLC

BY:


Hung M. Pham, Trustee Sale Specialist



P.O. Box 3489, Anaheim, CA 92803
(800) 561-4687

Declaration Pursuant to California CC § 2923.55(c) and instructions to Trustee

Re: PETER P KHAMSANVONG
1906 W AURORA AVE
PORTERVILLE CA93257
4000264871

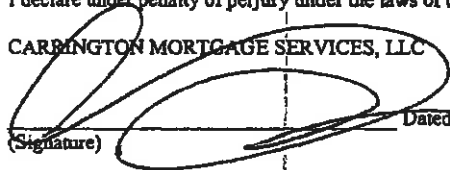
The undersigned beneficiary or their authorized agent for the beneficiary hereby represents and declares as follows:

1. The beneficiary or their authorized agent contacted the borrower(s) to assess their financial situation and to explore options to avoid foreclosure. During this contact the borrower(s) was advised he or she has the right to request a follow-up meeting to occur within 14 days from the date of such request. Further, the borrower(s) was provided the toll-free telephone number to find a HUD-certified housing counseling agency.
2. No contact was made with the borrower despite the due diligence of beneficiary or their authorized agent's pursuant to California Civil Code §2923.55(f).
3. No contact was required pursuant to California Civil Code § 2920.5(c)(1)(2)(A). The borrower has surrendered the secured property as evidenced by a letter confirming the surrender or by delivery of the keys to the secured property to the beneficiary, their authorized agent or the trustee.
4. No contact was required pursuant to California Civil Code § 2920.5(c)(1)(2)(B). The Beneficiary or their authorized agent has evidence and reasonably believes that the borrower has contracted with an organization, person, or entity whose primary business is advising people who have decided to leave their homes on how to extend the foreclosure process and to avoid their contractual obligations to beneficiary.
5. No contact was required pursuant to California Civil Code 2920.5(c)(1)(2)(C). The beneficiary or their authorized agent has confirmed that the borrower(s) filed a case under Chapter 7, 11, 12, or 13 of Title 11 of the United States Code and the bankruptcy court has not entered an order closing or dismissing the bankruptcy case, or granting relief from a stay of foreclosure.
6. The provisions of California Civil Code §2923.55 do not apply because:
 - The above reference loan is *not* secured by a first lien mortgage or deed of trust on "owner-occupied" residential real property; and
 - The subject residential property is *not* the principal residence of the borrower

The undersigned instructs the trustee to proceed with foreclosure proceedings and expressly authorizes the trustee or their authorized agent to sign the notice of default containing the declaration regarding borrower contact required pursuant to California Civil Code §2923.55(c).

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

CARRINGTON MORTGAGE SERVICES, LLC


(Signature) _____ Dated: 09/27/16

Ami Bhavsar
Name _____

BS618

EXHIBIT 4

From: Peter Khamsanvong
1906 W Aurora Ave
Porterville, CA 93257

December 15, 2016
To: JP Morgan Chase
P.O. Box 183210
Columbus, Ohio 43218-3210
Loan #: 1153079830. New Loan # 4000264871
Re: ORDER TO SHOW CAUSE

Customer Request Management

DEC 27 2016

(16

Dear JP Morgan Chase,

Please find attach 12 pages document ORDER TO SHOW CAUSE / DEFAULT JUDG-
MENT / WRIT OF RESTITUTION IN THE EVENT DEFENDANTS FAIL TO RESPOND
WITHING 21 DAYS OF RECEIPT OF THIS ORDER.

Best Regards,

Peter P. Khamsanvong

Legal Papers Served
(New York)

DEC 30 2016

G. McLeod
Date: 12/30/16

Inter-office Mail Certified Mail
 Federal Express Hand Delivery
 Fax U.S. Mail Email UPS
Reviewed by: OFFER 7302

T. Gaddy

DEC 30 2016

Mail QC Scan

IN THE SUPREME COURT OF THE YAMASSEE
NATIVE AMERICAN ASSOCIATION OF
NATIONS

Mailing Address: P.O. Box 186, Swanton, Ohio 43558
Tel: 402-403-1788

ORDER TO SHOW CAUSE / DEFAULT
JUDGMENT/ WRIT OF RESTITUION IN THE
EVENT DEFENDANTS FAIL TO RESPOND
WITHIN 21 DAYS OF RECEIPT OF THIS
ORDER.

December 13, 2016

BETWEEN

Peter P. Khamsanvong, Plaintiff, registered owner of Indian
country realty located at *1906 W Aurora Avenue, Porterville,*
California 93257-1868

AND

1. Bruce Rose, Defendant #1,
in his capacity as Chief Executive Officer
2. Carrington Mortgage Services, LLC, in its corporate capacity,
Defendant#2,
1600 S. Douglass Rd Suite 200-b
Anaheim, California 92806

3. Dave Gordon, Defendant #3,
in his capacity as Chief Operating Officer
Carrington Holding Company, LLC

4. Carrington Holding Company, LLC, in its corporate capacity,
Defendant #4
Corporate Headquarters
599 West Putnam Avenue
Greenwich, Connecticut 06830

5. Jamie Dimon, in his capacity as Chairman and Chief Executive
Officer of J P Morgan Chase, email: jamie.dimon@jpmchase.com,
Defendant #5,

6. JP Morgan Chase, P.O. Box 183210, Columbus, Ohio 43218-
3210, Defendant #6, Ref: Loan Number 1153079830. New Loan
Number 4000264871

Courtesy Copy To:

1. Chair,
Senate Indian Affairs Committee, United States Senate,
838 Hart Office Building
Washington, DC 20510
2. Tracy Toulou, Director, Office of Tribal Justice
950 Pennsylvania Avenue, Washington D.C. 20530-0001
3. Committee on Oversight & Government Reform
2471 Rayburn House Office Building,
Washington D.C. 20515
Attention: Hon. Senator Elizabeth Warren,
Hon. Maxine Waters, Member of Congress.

FACTUAL BACKGROUND.

1. Plaintiff is an enrolled tribal member of the Yamassee tribal nation acknowledged under the Treaty of Camp Holmes, September 23, 1835, codified at 7 Stat. 474.

2. Plaintiff purchased a piece of realty in Indian country from Defendant JP Morgan Chase on August 15, 2013 for \$119,000 with a down-payment of \$18,800. Plaintiff is unaware, or is without sufficient knowledge, if Defendant JP Morgan deposited any consideration for the said purchase other than a bookkeeping electronic entry which does not constitute consideration as one of the key elements to a contract.

3. After making twenty-five payments, each payment in the amount of \$811.75 every month, Plaintiff learned that securitization of his mortgage note, without disclosing its effects at the material time the realty was purchased, raised a tribal issue in a court of equity. This triggered the tribal court's response to Plaintiff's cause of action.

4. Defendant JP Morgan Chase sold the mortgage note to Defendant Carrington Holding Company, LLC and Carrington Mortgage Services, LLC, on or about September 9th, 2015. Plaintiff was informed about this sale by letter dated 9/17/2015 unsigned by any known or named officer of the corporation.

5. Accordingly, Plaintiff sent a Qualified Written Request (QWR) on October 20th, 2015, as mandated under federal law (12 United States Code § 2605 (e) (1) (B) to enquire as to the disbursement of the proceeds of the loan and the profits from securitization. Till date, Plaintiff has received no response to this enquiry. Defendants are liable under the common law doctrine of estoppel by acquiescence – a party that fails to refute or challenge a claim in a reasonable time. Georgia v. South Carolina, 497 U.S. 376

(1990); Central Pacific Railway Co. v. Alameda County, 264 U.S. 473 (1932) accepts the said challenge. The Latin adage *qui tacet consentire videtur* - He who is silent is taken to agree – applies in Plaintiff's claims against the Defendants.

6. Defendants have a duty under the common law doctrine of *contra preferentum* - (Latin: "against [the] offeror"), also known as "interpretation against the draftsman", a doctrine of contractual interpretation providing that, where a promise, agreement or term is ambiguous, the preferred meaning should be the one that works against the interests of the party who provided the wording, in this instance, Defendant JP Morgan Chase.

7. Plaintiff has filed a cause of action in this tribal court under the Indian Trade and Intercourse Act of 1791 and 1834 because the Defendants did not enquire of the Plaintiff's standing in the constitutional matrix of the United States of America. Before conducting business with Indigenous people, a special Act of Congress has to be sought that allows this engagement. None was sought. Plaintiff and the Defendants were not aware of this congressional and constitutional arrangement clearly enunciated in the Indian Commerce Act, Art. 1, sec. 8, cl. 3 of the United States Constitution.

8. Plaintiff has stopped making his monthly mortgage payments when the QWR was ostensibly ignored. PLAINTIFF SEEKS FULL DISLCOSURES AS TO HIS MORTGAGE PAYMENTS AND THE PROFITS GENERATED BY SECURITIZATION

9. Plaintiff seeks reparations from the securitization proceeds, a duty to disclose that was blatantly ignored by the Defendants. This duty to disclose is mandated in the federal Truth in Lending

Act, 15 U.S.C. Sec. 1639.

LAW AND ARGUMENT

1. Aboriginal title:

Individual aboriginal title on the realty held by the Plaintiff, has long been recognized and acknowledged by the United States Supreme Court under the common law doctrines of *usucapion* (ownership due to lengthened possession). The Latin common law principle governs the Plaintiffs claims - *usucapio constituta est ut aliquis litium finis esset* – usucapio is instituted that there might be an end to lawsuits. A lawsuit is unnecessary. Ipso facto *usucapio* reigns supreme and rides tall. This was the central finding in Mabo v. State of Queensland (No.2)[1992] 175 CLR 1; overruling Millrrpum v. Nabalco Pty. Ltd. (1971); Delgamuukw v. British Columbia [1997] 3 S.C.R. 1010; Tsilhqotin Nation v. British Columbia, [2014] 2 S.C.R. 256; Wik Peoples v. State of Queensland [2004] FCA 1306 (13 October 2004); Cramer v. United States, 261 U.S. 219 (1923); U.S. v. Dann, 873 F. 2d 1189 (9th Cir., 1989); Carino v. Insular Government of the Philippines Islands, 212 U.S. 449 (1908):

It is thus settled law that aboriginal, or Indian, title is sanctified, recognized, acknowledged, and validated under federal law. There can be no doubt or doublespeak when *usucapion* is raised. It trumps all argument and debate. *Usucapion* is a time honored

common law principle that sprang from the Magna Carta in 1215. It draws a firm and distinct discipline vis-a-vis qualified title, freehold title, Torrens system, fee simple titles, land patents and allodial titles. *Usuacpio* is also expressed in other Latin aphorisms:

Qui prior est tempore potior est jure – he has better title who was first in point of time.

Adversus extraneous vitiosa possesso prodesse solet – prior possession is good title of ownership against all who cannot show a better title.

Native Americans have owned, occupied and possessed their land and soil for thousands of years prior to European contact. Archeology, anthropology and history support these aboriginal claims. The United Nations Declaration on the Rights of Indigenous Peoples of 2007 has also recognized these claims.

Plaintiff's claim to his realty under aboriginal title is rock solid and cannot be challenged or denied under federal Indian law – 18 USC, sec. 1151 – if an Act of Congress did not, or has not, extinguished Indian title o Plaintiff's property (1906 W Aurora Avenue, Porterville, California 93257-1868), that realty is still very much in Indian country despite a right-of-way including the statehood of California.

2. Securitization:

- a) Professor Adam Levitin of the Georgetown University Law Center, and a recent appointee of the Consumer Advisory Board of the Consumer Financial Protection Bureau commented on securitization in his written testimony to the House Financial Services Committee Subcommittee on Housing and Community Opportunity:

“Securitization is the legal apotheosis of form over substance, and if securitization is to work it must adhere to its proper, prescribed form punctiliously. The rules of the game with securitization, as with real property law and secured credit are, and always have been, that dotting “i’s” and crossing “t’s” matter, in part to ensure the *fairness* of the system and avoid confusion about *conflicting claims to property*. Close enough doesn’t do it in securitization; if you don’t do it right, you cannot ensure that securitized assets are bankruptcy remote and thus you cannot get the ratings and opinion letters necessary for securitization to work. Thus, it is important not to dismiss securitization problems as merely “technical;” these issues are no more technicalities than the borrower’s signature on a mortgage. Cutting corners may improve securitization’s economic efficiency, but it undermines its legal viability.” (See Adam

Levitin, Written Testimony Before the House Financial Services Committee Subcommittee on Housing and Community Opportunity, at 3, November 18, 2010)
(Extracted from Roy Oppenheim and Jacquelyn Trask: *Deconstructing the Black Magic of Securitized Trusts*)
(emphasis added).

- b) One of the first courts to recognize the failure of the banks dealing with mortgages was Judge Christopher Boyko sitting in the United States District Court Northern District of Ohio Eastern Division in the case *In Re Foreclosure Cases*. At the time of the decision in 2007, securitization and the debate that raged between experts on both sides of the fence had not even reached the public forum. In support of his decision, validating federal laws dealing with mortgages, credit, collections, foreclosures and evictions, despite conflicting state decisions, Judge Boyko stated:

“This Court acknowledges the right of banks, holding valid mortgages, to receive timely payments. And, if they do not receive timely payments, banks have the right to properly file actions on the defaulted notes—seeking foreclosure on the property securing the notes.

Yet, this Court possesses the independent obligations to preserve the judicial integrity of the federal court and to jealously guard federal jurisdiction. Neither the fluidity of the secondary mortgage market, nor monetary or economic consideration of the parties, nor the convenience of the litigants supersedes those obligations. . . [u]nlike. . . [s]tate law and procedure, as plaintiffs perceive it, the federal judicial system need not, and will not, be “forgiving in this regard. (emphasis added).

Even if the Clerks of the California superior courts issue a Notice of Trustee’s Sale under California Civil Code 2924 which circumscribes a judicial order, they will be breaking federal laws as declared by Judge Boyko. California is one of the 26 states that have mandated anon-judicial foreclosure sales – an affront to due process and equal protection of the law.

5. In their haste to consummate a deal with another customer ignorant of the facts of the deal, Defendants, in concert, have duped the tribal Plaintiff into entering into a contractual

relationship without congressional consent and approval. Defendants ought to have consulted the law relating to Indians codified as federal Indian law as outlined in Felix S. Cohen's *Handbook of Federal Indian Law*. JP Morgan Chase is said to own Planet Finance and Banking, yet their highly paid battery of lawyers and attorneys failed to observe the rule of law when dealing with Indians. Claiming ignorance of the law cannot gain traction as most law schools and bar examinations have now included federal Indian law as one of the requirements to meet prior to the issue of any certificate or licence.

RELIEF SOUGHT:

1 Plaintiff requires a full accounting of all the profits generated thus far from the securitization imperative. The Pooling and Servicing Agreement and the Multiple Loan Schedule, both public records, show that hundreds of millions of dollars was generated using the Plaintiff's mortgage note.

2. Plaintiff seeks disbursement of securitization funds in the amount of fifty percent that the Defendants gained without

disclosing this pivotal issue at the material time the sale and Purchase Agreement was signed by both the Plaintiff and the Defendants.

3. That a moratorium on the mortgage payments be set until the Defendants respond within 21 days to the just claims by the Plaintiff.

4. Plaintiff seeks damages in the amount of twenty-five million dollars in the event the Defendants fail to respond within 21 days from the date of receipt of this Order To Show Cause under this tribal government's Rules of Tribal Court.

SO ORDERED THIS 28TH DAY OF JANUARY 2016.

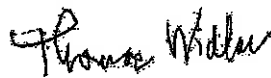


Judge Silver Cloud Musafir (Navin-Chandra Naidu)
Chief Justice for the Yamassee, Xi Anu Washitaw, Akiachak of
Alaska, Shushini, Guale, Comanche, Osage, Mehchica Tribal
nations;
H.M. Attorney General, Kingdom of Hawai'i
Member # 01798766, American Bar Association

Member, National American Indian Court Judges Association
Member # 1040751, International Bar Association.

CLERK'S AFFIDAVIT AND CERTIFICATE OF MAILING

I, THomas Widlar, Clerk of the Supreme Court of the Yamassee
native American Association of Nations, aver and affirm that I
have this day, December 13, 2016, caused to be mailed a copy of
this Order To Show Cause to all the aforementioned Defendants,
and to the offices mentioned in Washington D.C.



Native American Law and Justice Center
Clerk Of Court

**Native American Law
and Justice Center**

**Thomas Widlar
Clerk of Court**

Exhibit 2



- **NATIVE AMERICAN ASSOCIATION OF NATIONS ©**
(Guale, Yamassee, Comanche, Mechica, Creek, Seminole, Shushini, Akaiachak of Alaska, Mennefer Tanasi, Xi Anu Washitaw et al.)
- *Treaty of Camp Holmes, 24 August 1835, 7 Stat. 474.)*
- *United Nations Indigenous Peoples Organizational # 215/1993*

~ A Tribal Law Corporation under Section 17, Indian Reorganization Act of 1934, committed to granting tribal jurisdiction to those who qualify as separate sovereigns ~

Mailing Address: P.O. Box 186, Swanton, Ohio 43558, USA.
 Email: adavidian@yahoo.com
 Website: www.scripturalaw.org
 Tel: 403-402-1778 / 720-634-6635

A. INTRODUCTION TO THE WISDOM UNDERLYING RULES OF TRIBAL COURTS

The Native American culture is highly spiritual and places a great emphasis on the respect for Mother Earth, Father Sky, Grandfather Sun and Grandmother Moon as well as all living and non-living objects.

1. Rise with the sun to pray. Pray alone. Pray often. The Great

2. Be tolerant of those who are lost on their path. Ignorance, conceit, anger, jealousy and greed stem from a lost soul. Pray that they will find guidance.
3. Search for yourself, by yourself. Do not allow others to make your path for you. It is your road, and yours alone. Others may walk it with you, but no one can walk it for you.
4. Treat the guests in your home with much consideration. Serve them the best food, give them the best bed and treat them with respect and honor.
5. Do not take what is not yours whether from a person, a community, the wilderness or from a culture. It was not earned nor given. It is not yours.
6. Respect all things that are placed upon this earth – whether it be people or plant.
7. Honor other people's thoughts, wishes and words. Never interrupt another or mock or rudely mimic them. Allow each person the right to personal expression.
8. Never speak of others in a bad way. The negative energy that you put out into the universe will multiply when it returns to you.
9. All persons make mistakes. And all mistakes can be forgiven.
10. Bad thoughts cause illness of the mind, body and spirit. Practice optimism.
11. Nature is not for us, it is a part of us. They are part of your worldly family.

12. Children are the seeds of our future. Plant love in their hearts and water them with wisdom and life's lessons. When they are grown, give them space to grow.

13. Avoid hurting the hearts of others. The poison of your pain will return to you.

14. Be truthful at all times. Honesty is the test of ones will within this universe.

15. Keep yourself balanced. Your Mental self, Spiritual self, Emotional self, and Physical self, all need to be strong, pure and healthy. Work out the body to strengthen the mind. Grow rich in spirit to cure emotional ailments.

16. Make conscious decisions as to who you will be and how you will react. Be responsible for your own actions.

17. Respect the privacy and personal space of others. Do not touch the personal property of others, especially sacred and religious objects. This is forbidden.

18. Be true to yourself first. You cannot nurture and help others if you cannot nurture and help yourself first.

19. Respect others religious beliefs. Do not force your belief on others.

20. Share your good fortune with others. Participate in charity.

- See more at: <http://humansarefree.com/2015/01/native-american-traditional-code-of.html#sthash.HBz9Tg5P.dpuf>

**CIVIL RULES OF THE TRIBAL COURT OF EQUITY OF
THE YAMASSEE NATIVE AMERICAN ASSOCIATION OF
NATIONS – a court that can be held anywhere, including
cyberspace, in the interests of expediency, urgency and
contingency in the pursuit of truth and justice:**

1. Initiating an Action

- a) The person who initiates an action (Complainant) against another (Respondent) shall file a Complaint addressed to the Tribal Court and the Respondent by outlining the cause(s) of action accompanied by an Affidavit of Facts (who, what, when, where, why) within 100 words. *No opinions or observations are required. Just the bare and plain facts.*
- b) The Complaint shall **not** exceed ten pages; use of font 14 preferred, double-spaced; and shall state in concise terms the nature of the injury or harm sustained; statements from witnesses; photographs; emails; letters; videos; in support of the claims as alleged, and the relief sought.
- c) After the Complaint is filed in the Tribal Court, the Complainant shall serve upon the Respondent a certified court-stamped copy of the Complaint and retain proof of service whether by personal delivery through a process server; by certified or registered mail; or by publication in the media.

2. Respondent's Duty To Answer The Complaint

a) *Within 21 days of receipt of the Complaint (Order To Show Cause/Confession of Judgment/Cognovit /Default Money-Judgment triggered), the Respondent shall answer the claims and charges asserted and alleged by the Complainant with a copy of the Response sent to the Court and to the Complainant. Failure to do so will result in a Default Judgment and the award of a money judgment as prayed for by the Complainant. Justice delayed is justice denied.*

b) The Respondent *shall answer* every cause of action as specified in the Complainant's Complaint.

c) The Respondent may wish to counter-claim and challenge every cause of action as set forth by the Complainant with affidavits from witnesses, photographs, letters, emails, videos, and other verifiable articles of evidence and proof of facts.

3. Sua Sponte Action By the Tribal Court

a) The Court shall examine the documents filed by both the Complainant and the Respondent, and others such as witnesses or Co-Respondents, hereinafter "Parties."

b) The Court may issue a Judicial Affidavit Rule (JAR) with questions posed to the Parties in its quest for further and better particulars unless affidavits by the Parties and other witnesses suffice as to the establishment of all facts, details, particular, proof, and evidence.

c) The JAR is designed to save time and other resources to obviate the need for a physical trial where travel, hotel accommodation, and car rentals may become necessary, onerous, and expensive.

- d) The JAR, if required, will be reviewed by a Panel of Tribal Elders who will also serve as jurors to find the truth of the matter as alleged by the Parties based on available facts, details, particulars, proof and evidence.
- e) The Court must receive from the Parties Answers to the JAR *within 21 days*.
- f) Once the Answers to the JAR are received by the Court, deliberations will begin to arrive at a solution that will be fair, just and equitable to the Parties..
- g) The Court may request the presence of the Parties only if utterly required, but will endeavor to avoid such court appearances which can otherwise be satisfactorily accomplished through emails and written Responses.

4. Rules of Evidence

- a) Tribal Law is primarily concerned with arriving at the truth in order to render justice to the Parties based upon God's Law, Ancient Tribal Codes defining moral codes of conduct, Natural Law, and the law of common sense and equity. Federal Indian Law and the common law *may be* invoked if and when found to be consistent with God's Law, Ancient Tribal Codes and Natural Law.
- b) No fact shall be challenged on the grounds of immateriality, prejudice and irrelevance. Fair hearing is supreme. All facts will be examined.
- c) Technical errors, a deadline missed, a missed word, wrong grammar, failure to state a fact which is omitted shall not be

used against the Parties in the quest for the truth when that forgotten fact can make all the difference. Leeway will be given to the Parties without penalty.

d) The Court shall religiously adhere to and comply with the Maxims of Equity as set forth hereunder:

1. Equity will not suffer a wrong without a remedy.
2. Equity follows the law.
3. Where there is equal equity, the law shall prevail.
4. Where the equities are equal, the first in time shall prevail.
5. He who seeks equity must do equity.
6. He who comes into equity must come with clean hands.
7. Delay defeats equities.
8. Equality is equity.
9. Equity looks to the intent rather than the form.
10. Equity looks on that as done which ought to be done.
11. Equity imputes an intention to fulfil an obligation.
12. Equity acts *in personam* – availing of a person, not a thing.

5. Tribal Court Judgments

- a) Full faith and credit shall be extended to tribal court judgments and protection orders vide **28 United States Code Section 1738** and **18 United States Code Section 2265**, respectively.
- b) The question of whether a tribe is a federally recognized tribe, a treaty tribe, or a tribe with no treaty and with no federal recognition shall gain no traction in God's Law, Ancient Tribal Codes and Natural Law. Tribes have inherent sovereignty predating European contact acknowledged, recognized and approved by the Papal Bull *Sublimus Deus* of 1537; the Royal Proclamation of 1763; the Northwest Ordinance of 1787; Article 1, section 8, clause 3 - the Indian Commerce Clause, U.S. Constitution; and all statutes and federal court decisions that are not inconsistent with God's Law, Ancient Tribal Codes and Natural Law.
- c) Proof of Indian ancestry or evidence of Indian adoption (25 United States Code, Section 372a) shall suffice to consider any person as an enrolled tribal member of any tribe.
- d) Money judgments shall be sent to the Tribal Collections Lawyers for swift closure and conclusion with 90 days of award of such judgments.
- e) Money judgments may also be sent overseas for collection under existing treaty law with some nation-states which shall invoke the Uniform Foreign Money-Judgments Recognition Act of 1963 to enforce their judgments from an overseas bank.
- f) Nontribal governments, agencies, instrumentalities, corporations, societies, non-government organizations (NGOs) are advised to be fully cognizant of federal Indian

law as memorialized in Felix S. Cohen's *Handbook of Federal Indian law*.

- g) Appeals from all tribal court judgments shall be *reviewed* by the Tribal Council of Elders.
- h) These Rules will undergo changes as and when applicable or necessary.

6. RECIPROCITY OF NON-TRIBAL COURT ORDERS, JUDGMENTS AND DECREES

- a) Tribal courts may render reciprocity for orders, decrees and judgments from non-tribal courts on a case-by-case basis if one of the parties is an enrolled tribal member;
- b) Due diligence shall be performed by tribal courts to ascertain, examine and determine if natural law, the maxims of equity, tribal law or federal Indian law are being compromised, or at variance with settled and consecrated legal principles that defines tribes and tribal members;
- c) Tribal governments wish to live in peace and harmony with their non-tribal neighbors per treaty law, and every effort shall be expended to accommodate non-tribal orders, decrees and judgments in the interests of justice, order and law.
- d) Tribal courts and non-tribal courts shall endeavor to find solutions and remedies to cross-jurisdictional issues based on treaty law and international law in the event federal Indian law or federal common law are in conflict with settled law germane to ancient tribal codes, natural law and tribal law.

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CASELAW

A) *Williams v. Lee* set the stage in 1959 for a greater role of federal Indian law – exclusive tribal judicial jurisdiction. Widely cited – *National Farmers Union, Ins. Cos. v. Crow Tribe of Indians*, 105 S. Ct. 2447, 2454 (1985); *Kerr-McGee Corp. v. Navajo Tribe*, 105 S. Ct. 1900, 1903 (1985); *Rice v. Rehner*, 463 U.S. 713, 723 (1983); *Arizona v. San Carlos Apache Tribe*, 463 U.S. 545, 563 (1983); *New Mexico v. Mescalero Apache Tribe*, 462 U.S. 324, 333 (1983); *Ramah Navaho School Bd. v. Bureau of Revenue*, 458 U.S. 832, 837 (1982); *Montana v. United States*, 450 U.S. 544, 564 (1981); *White Mountain Apache Tribe v. Bracker*, 448 U.S. 136, 142, 151 (1980).

B) “The basic Indian law of canons of construction require that treaties, agreements, statutes and executive orders be liberally construed in favor of the Indians;” (*Choctaw Nation v. U.S.* 318 U.S. 423, 431-432 (1943) (quoting *Tulee v. Washington*, 315 U.S. 681, 684-685 (1942) “treaties are construed more liberally than private agreements . . . Especially is this true in interpreting treaties and agreements with the Indians [which are to be construed] ‘in a spirit which generously recognizes the full obligation of this nation to protect the interests of [the Indians]’); *Choate v. Trapp*, 224 U.S. 665, 675 (1912)(“in the Government’s dealings with the Indians [the] construction [of treaties] is liberal; doubtful expressions, instead of being resolved in favor of the United States, are to be resolved in favor of the Indians); *Worcester v. Georgia*, 31 U.S. 515, 551-557 (1832)(interpreting Treaty of Hopewell in light of congressional policy to “treat tribes as nations, respect their rights, and manifest a firm purpose to afford that protection which treaties stipulate”); and all ambiguities are to be resolved in favor of the Indians. See *McClanahan v. Ariz. State Tax Comm’n*, 411 U.S. 164, 174 (1973) (“any doubtful expressions in [treaties] should be resolved in the Indians favor”); *Chocktaw Nation v. Oklahoma*, 397 U.S. 620, 631 (1970) (“any doubtful expressions in [treaties] should be resolved in the Indians’ favor”); *Carpenter v. Shaw*, 280 U.S. 363, 367 (1930) (“doubtful expressions are to be resolved in favor of the Indians”)’ *Winters v. United States*, 207 U.S. 564, 576-77 (1908)(“by a rule of interpretation of agreements and treaties with the Indians, ambiguities occurring will be resolved from the standpoint of the Indians”).

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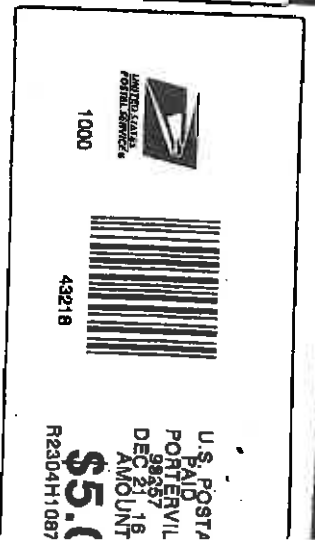
C. The doctrine of tribal immunity has been a part of American jurisprudence for well over a century. See, e.g., *Parks v. Ross*, 11 How. 362 (1851); Struve, *Tribal Immunity and Tribal Courts*, 36 Ariz. St. L. J. 137, 148–155 (2004) (tracing the origins of the doctrine to the mid-19th century); Wood, *It Wasn't An Accident: The Tribal Sovereign Immunity Story*, 62 Am. U. L. Rev. 1587, 1640–1641 (2013) (same). And in more recent decades, this Court has consistently affirmed the doctrine. See, e.g., *United States v. United States Fidelity & Guaranty Co.*, 309 U. S. 506 (1940); *Puyallup Tribe, Inc. v. Department of Game of Wash.*, 433 U. S. 165 (1977); *C & L Enterprises, Inc. v. Citizen Band Potawatomi Indian Tribe of Okla.*, 532 U. S. 411, 418 (2001).

8. Dep't of Defense Appropriations Act of 1991, Pub. L. No. 101-511, § 8077(b)-(d), 104 Stat. 1856, 1892-93 (codified at 25 U.S.C. § 1301(2) (2006)) (providing that "powers of self-government' means and includes all governmental powers possessed by an Indian tribe, executive, legislative, and judicial, and all offices, bodies, and tribunals by and through which they are executed, including courts of Indian offenses; and means the inherent power of Indian tribes, hereby recognized and affirmed, to exercise criminal jurisdiction over all Indians").

9. *Teague v. Bad River Band*, 236 Wis. 2d 384 (2000) (holding that tribal courts deserve full faith and credit since they are the court of an independent sovereign; however, in order to end confusion, cases that are filed in state and tribal courts require consultation of both courts before they are decided.



Peter P. Kharmsanov
1906 W. Aurora Ave
Porterville, CA 93257



Att: JP Morgan Chase
P.O. Box 183210
Columbus, Ohio 43218-3210

EXHIBIT 5

PARKER IBRAHIM & BERG LLC

Writer's Direct Contact:
714.361.9595 (Tel.)
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John.Sorich@piblaw.com

www.piblaw.com

January 13, 2017

VIA EXPRESS MAIL

VIA GSO OVERNIGHT

Clerk of Court
Supreme Court of the Yamassee
Native American Association of Nations
PO Box 186
Swanton, Ohio 43558

Peter Khamsanvong
1906 W. Aurora Avenue
Porterville, California 93257

Re: *Peter Khamsanvong etc. v. Bruce Rose, et al.*
Property: 1906 W. Aurora Avenue, Porterville, California 93257

Special Appearance Response Pertaining to "Order to Show Cause/Default Judgment/Writ of Restitution in the Event Defendants Fail to Respond Within 21 Days of Receipt of This Order"

****Jurisdiction is Disputed****

Dear Clerk of Court and Mr. Khamsanvong:

This Special Appearance Response to the "Order to Show Cause/Default Judgment/Writ of Restitution in the Event Defendants Fail to Respond Within 21 Days of Receipt of This Order" (hereinafter the "OSC") is made on behalf of:

1. JPMorgan Chase Bank, N.A. – listed in the OSC as "JP Morgan Chase" and identified as "Defendant #6;" and
2. Jamie Dimon, identified as "Defendant #5."
3. The aforementioned parties shall be collectively referred to herein as the "Chase Parties."
4. The Chase Parties dispute jurisdiction and make this Special Appearance, without consent to jurisdiction, to contest the personal and subject matter jurisdiction of the Supreme Court of the Yamassee Native American Association of Nations (the "Yamassee Court").

Orange County Office

695 Town Center - 16th Floor - Costa Mesa, CA 92626 - 714.361.9550

Yamassee Court

Khamsanvong, Peter

Khamsanvong etc. v. Rose et al.

Page 2

Writer's Direct Contact:

714.361.9595 (Tel.)

714.784.4190 (Fax)

John.Sorich@piblaw.com

www.piblaw.com

No Jurisdiction

The OSC sets forth purported civil claims against the Chase Parties, among others, asserted on behalf of Peter Khamsanvong ("Khamsanvong") in connection with real property commonly known as 1906 W. Aurora Avenue in Porterville, California 93257 (the "Property").

As an initial matter, the Yamassee Court lacks jurisdiction over the Chase Parties to hear or adjudicate any of the claims asserted in the OSC. *See, e.g., Strate v. A-1 Contractors*, 520 U.S. 438 (1997) (absent express authorization by federal statute or treaty, tribal jurisdiction over conduct of nonmembers exists only in limited circumstances.). In this instance, the conduct complained over is civil in nature. There are no exceptions that would apply to invoke the jurisdiction of the Yamassee Court over the Chase Parties. *See Montana v. United States*, 450 U.S. 544, 565 (1981).

The "consensual relationship" exception does not apply. *Id.* In some instances, tribes may exercise jurisdiction over non-Indians when the non-Indians enter consensual relationships, such as "commercial dealing[s], contracts, leases, or other arrangements," with the tribe or tribal members. *Id.* This exception has been narrowly interpreted and federal courts have rarely found tribal jurisdiction based on a nonmember's consensual relationship. For example, in *Strate v. A-1 Contractors* the defendant in tribal court had a contract with the Three Affiliated Tribes of the Ft. Berthold Indian Reservation to perform landscaping. *Strate, supra.* The contractor found itself a defendant in tribal court in conjunction with a traffic accident that occurred on a state highway within the reservation. *Id.* The Court held that the tribal court did not have jurisdiction over a claim arising out of the accident. *Id.* Thus, it is not enough that the nonmember have a consensual relationship with a tribe or a tribal member. *Id.* The conduct over which the tribe is exercising jurisdiction must be related to that consensual relationship. As the Court put it, even though the contractor had a consensual relationship with the Tribes, they "were strangers to the accident. *Id.*"

Here, there is no consensual relationship exception. First, the subject Property is not within "Indian country" or the jurisdiction of the Yamassee Court. Second, the Chase Parties were not parties to any consensual relationship that would fall under the accepted categories. Thus, the Yamassee Court lacks jurisdiction over the Chase Parties and the matter must be dismissed.

The "tribe integrity" exception also does not apply. *See Montana*, 450 U.S. at 565. This second so-called *Montana* exception provides that tribes may exercise jurisdiction over nonmembers when the nonmember's conduct "threatens or has some direct effect on the political integrity, the economic security, or the health or welfare of the tribe." This exception is also very limited. For example, in *Atkinson Trading Co. v. Shirley*, the Court struck down a tribal tax on guests of a nonmember's hotel located on non-Indian fee land within the reservation.

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The Navajo Nation (Nation) argued that the trading post of which the hotel was a part had “direct effects” on its welfare: the Nation provided services to the trading post; the owner of the trading post was an “Indian trader”; the trading post employed almost 100 tribal members; the trading post derived business from the tourists visiting the reservation; and the trading post was surrounded entirely by tribal land. The Court rejected the Nation’s argument. *Atkinson Trading Co. v. Shirley*, 532 U.S. 645, 657 n. 12 (2001).

The tribe integrity exception is only triggered by non-member conduct that threatens the Indian tribe, it does not broadly permit the exercise of civil authority wherever it might be considered “necessary” to self-government. Thus, unless the drain of the non-member’s conduct upon tribal services and resources is so severe that it actually “imperils” the political integrity of the Indian tribe, there can be no assertion of civil authority beyond tribal lands. *Id.*

Here, there is no alleged conduct that would draw close to invoking this exception. Because neither exception to the exercise of civil jurisdiction over nonmembers is invoked, the Yamasee Court lacks jurisdiction over the Chase Parties and the matter must be dismissed.

If this matter is not dismissed forthwith, the Chase Parties intend to proceed with an action in the United States District Court to challenge the Yamasee Court’s jurisdiction and enjoin any further efforts to proceed in this matter. The Chase Parties are entitled to do so because it is apparent from the scope of the claims and prayed for damages that the action is motivated by a desire to harass and has been presented in a bad faith attempt to avoid foreclosure. Further, as it is plain that the Yamasee Court is lacking jurisdiction, the Chase Parties intend to proceed to protect their rights fully and reserve all rights to do so. *See, e.g., Elliott v. White Mountain Apache Tribal Court*, 566 F.3d 842, 847 (9th Cir. 2009), cert. denied, 130 S. Ct. 624 (2009).

The Claims Fail and Must be Dismissed

Even if the Yamasee Court had jurisdiction, which is disputed, the claims asserted in the OSC are uncertain, substantively fail and are subject to dismissal.

Factual Background

The claim that the Property is in “Indian country” is incorrect. According to the legal description of the Property and information provided by the assessor for the County of Tulare, the subject Property does not lie within “Indian country.” *See* Attached Exhibit 1 (Legal Description of Property), Exhibit 2 (Tule River Water Settlement Technical Report) and Exhibit 3 (Tulare Tax Collector Statement).

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Additionally, the subject loan was originated by Loan Simple, Inc. on or about August 13, 2013 in the original principal amount of \$108,989.00 (the "Loan"). The Loan was an FHA loan.

Repayment of the Loan was secured against the Property by a deed of trust, executed by Khamsanvong (the "DOT"). The DOT was recorded on August 15, 2013 in the Official Records of the County of Tulare, as instrument 2013-0051517. See Exhibit 4 (DOT). The lender identified in the DOT is Loan Simple, Inc. – not Chase. Chase was only the loan servicer.

Servicing of the Loan was transferred to Carrington Mortgage Services, LLC ("Carrington") effective October 2, 2015. See Exhibit 5 (9/17/2015 Letter). An assignment of DOT was recorded on September 21, 2016, memorializing the transfer of the interest under the DOT to Carrington. Further, a notice of default ("NOD") was recorded on September 30, 2016. The NOD states that the Loan is in default in the amount of \$6,652.37 as of September 29, 2016.

Claims Asserted

In the OSC, Khamsanvong claims a violation of the Real Estate Settlement Procedures Act ("RESPA"). OSC, ¶ 5. Khamsanvong contends that he sent a "QWR" on October 20, 2015 to Chase to "enquire [sic] as to the disbursement of the proceeds of the loan and the profits from securitization." OSC, ¶ 5. Khamsanvong contends that he has received no response and therefore, "Defendants are liable." To the extent Khamsanvong intends to assert a RESPA claim on this basis, it fails because Khamsanvong does not allege compliance with the requirement of Section 2605(e)(1)(B) with regard to what constitutes a qualified written request. See *Berneike v. CitiMortgage, Inc.*, 708 F.3d 1141, 1149 (10th Cir. 2013) (only certain borrower communications qualify as a qwr). Nor does Khamsanvong allege to whom and at what address such correspondence was supposedly sent. *Id.* Khamsanvong also fails to allege any actual damages in connection with a purported violation of RESPA. In order to successfully allege a RESPA claim, a claimant must, at a minimum, also allege that the breach resulted in actual damages. See 12 U.S.C. § 2605(f)(1)(A). Thus, to the extent Khamsanvong asserts a claim under RESPA, it must be dismissed.

In the OSC, Khamsanvong also asserts claims of purported improper securitization and/or improper sale of the "mortgage note." OSC, ¶¶ 3-4. These contentions fail as against the Chase Parties. First, as noted, Chase was only the servicer and servicing rights were transferred. The September 17, 2015 letter clearly states that the servicing of the loan was being transferred to Carrington effective October 2, 2015. See Exhibit 5 (9/17/2015 Letter). Also, there is no document that demonstrates any securitization of the Loan at any point. It appears likely that Khamsanvong has misinterpreted the change in servicer to be securitization – which it is not. Thus, any claim premised on these facts fails.

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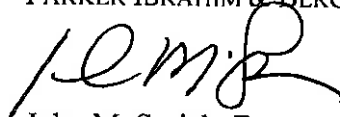
Likewise, to the extent Khamsanvong asserts a claim under 15 U.S.C. § 1639, the federal Truth In Lending Act ("TILA") related to alleged "nondisclosure" of securitization, the claim fails.

As Chase acted only as the servicer of the Loan and has no further interest in the Loan, DOT or Property, the purported claims against Chase necessarily fail. Moreover, no claim can stand against Jamie Dimon, who is not alleged to have had any personal participation in the purported wrongful conduct. *See U.S. Liab. Ins. Co. v. Haidinger-Hayes, Inc.*, 1 Cal.3d 586, 83 (1970).

Based on the foregoing, the Yamassee Court lacks jurisdiction over the Chase Parties and the matter should be dismissed forthwith on this basis and those additional bases enumerated herein.

Sincerely,

PARKER IBRAHIM & BERG LLC



John M. Sorich, Esq.

Enclosures

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EXHIBIT 1

Escrow No.: 13-42206872-BD
Locate No.: CACTI7754-7754-4422-0042206872
Title No.: 13-42206872-LM

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot 110 of Tract No. 368, in the City of Porterville, County of Tulare, State of California, as per Map recorded in Book 23, Page 43 of Maps, in the Office of the County recorder of said County.

APN: 245-183-014

Exhibit Page - Legal(exhibit)(08-07)

EXHIBIT 2

Figure 1-1: Reservation Location Map

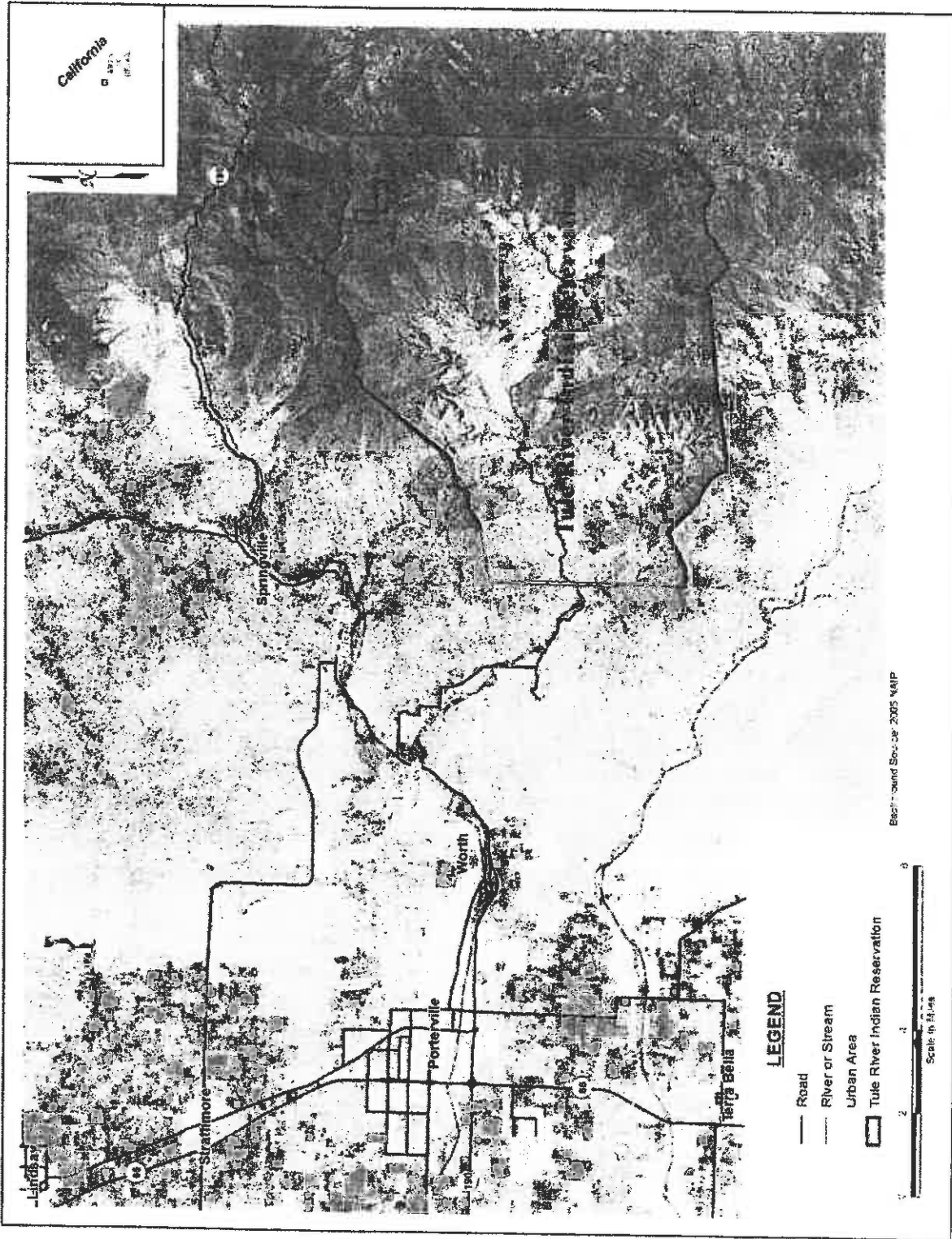


EXHIBIT 3

Your Property Taxes

	FULL VALUE
LAND	30,599
IMPROVEMENTS / STRUCTURAL	90,778
/ GROWING	
/ FIXTURES	
PERSONAL PROPERTY	
GROSS TAXABLE VALUE	121,377
EXEMPTIONS	
HOMEOWNERS**	
OTHER	
TOTAL NET TAXABLE VALUE	121,377



OWNER OF RECORD AS OF 12:01 AM JANUARY 1, 2015

Pay taxes by credit card, check or online at
www.tularecountytax.com or call 1-800-265-9581



#463 PENALTY
*DENOTES LAND RESERVE AREA
**TAX REDUCTION ATTRIBUTABLE TO THE STATE HOMEOWNERS TAX EXEMPT PROGRAM

ASSESSMENT NO.	FEE PARCEL NUMBER	TAX RATE AREA	ACRES	1st INSTALLMENT DUE	2nd INSTALLMENT DUE
245-183-014-000	245-183-014-000	004-133		NOV 01 2015	FEB 01 2016
				\$631.06	\$631.06

IMPORTANT MESSAGES
ATTENTION
MAIL EARLY TO AVOID PENALTIES
IF MORTGAGE HOLDER PAYS YOUR PROPERTY TAXES KEEP THIS BILL FOR YOUR INFORMATION ONLY

SERVICE AGENCY	RATE	AMOUNT
1% TAX ON NET VALUE	1.000000	1,213.76
BURTON EL 2015 RPND02	.026300	31.92
KERN/PVLCCSFID 2002C	.003330	4.04
KERN/PVLSPIDJTB02005A	.008253	10.00
KERN/PVLCCSFID 2002B	.001980	2.40

THERE IS A FEE FOR ALL ITEMS RETURNED BY THE BANK FOR ANY REASON. **TOTAL: \$1,262.12**

RETAIN TOP PORTION FOR YOUR RECORDS.

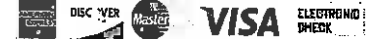
TO PAY 2nd INSTALLMENT, SEND THIS STUB WITH YOUR PAYMENT.
WRITE YOUR ASSESSMENT NO. ON YOUR CHECK.

COUNTY OF TULARE 2015 SECURED TAX STATEMENT
For Fiscal Year Beginning July 1, 2015 and Ending June 30, 2016

ASSESSMENT NO.	FEE PARCEL NUMBER	DUE DATE	DELINQUENT AFTER
245-183-014-000	245-183-014-000	FEB 01 2016	APR 11 2016

PAYING BY CREDIT CARD? CALL 1-800-265-9581

www.tularecountytax.com



CURRENT OWNER:

SECOND INSTALLMENT
IF PAID BY
APR 11 2016

PAY TAXES ONLINE

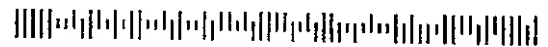


LATE SECOND INSTALLMENT WITH 10% PENALTY AND DELINQUENT COST OF	\$73.10
IF PAID AFTER	APR 11 2016
PAY THIS AMOUNT	\$704.16

\$631.06

PAY THIS AMOUNT

Make checks payable to:



RITA A WOODARD
TULARE COUNTY TAX COLLECTOR
P O BOX 30329
LOS ANGELES CA 90030-0329

19245183014000000000000006310621604110000007041620155

TO PAY 1st INSTALLMENT, SEND THIS STUB WITH YOUR PAYMENT.
WRITE YOUR ASSESSMENT NO. ON YOUR CHECK.

COUNTY OF TULARE 2015 SECURED TAX STATEMENT
For Fiscal Year Beginning July 1, 2015 and Ending June 30, 2016

ASSESSMENT NO.	FEE PARCEL NUMBER	DUE DATE	DELINQUENT AFTER
245-183-014-000	245-183-014-000	NOV 01 2015	DEC 10 2015

PAYING BY CREDIT CARD? CALL 1-800-265-9581

www.tularecountytax.com



CURRENT OWNER:

FIRST INSTALLMENT
IF PAID BY
DEC 10 2015

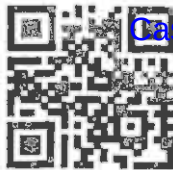
PAY TAXES ONLINE



LATE FIRST INSTALLMENT WITH 10% PENALTY OF	\$63.10
IF PAID AFTER	DEC 10 2015

\$631.06

Make checks payable to:



"Don't forget about our convenient payment drop box located in the east parking lot of the Visalia Courthouse"

COLLECTOR. Additionally, the check or money order should have the name and current mailing address of the payer and the assessment number or numbers shown on the bill for which payment is being made. Please mail payment to:
 Tulare County Treasurer-Tax Collector
 P.O. Box 30329
 Los Angeles, CA 90030-0329

Current taxes can also be paid on the internet at www.tularecountytax.com and click on "My Taxes"; or by calling an automated phone system at (800) 265-9581. A 2.65% convenience fee will be added for each credit card transaction with a minimum of \$1.00. All EFT transactions are processed without a charge or fee. The payment of taxes via the County's website and/or the automated phone system is an option provided as a convenience only. There are no guarantees made, expressed or implied, that either service will be available when you choose to pay your taxes.

A returned check fee will be added to your tax bill for any check returned for any reason. If returned after the delinquent date, the Auditor-Controller/Treasurer-Tax Collector must charge the penalties required by state law. (R&T Code Sec. 2509)

PLEASE NOTE: The Tax Collector's office cannot accept partial payments.

TO OBTAIN A TAX BILL

If you did not receive all of your tax bills, copies can be obtained online at www.tularecountytax.com or by writing or coming into the Tax Collector's office. The fee for a duplicate bill is \$1.00.

FAILURE TO RECEIVE A TAX BILL IS NOT A BASIS FOR CANCELING DELINQUENT PENALTIES. It is the owner's responsibility to pay property taxes on time. (R&T Code Sec. 2610.5)

SUPPLEMENTAL BILLS

Supplemental bills are separate from and in addition to this bill. All bills must be paid timely to avoid penalty. **Supplemental bills are not sent to your mortgage company.**

FIXED CHARGES

Questions concerning specific Fixed Charges or Fixed Charge Special Assessments should be directed to the charging District.

LATE PAYMENTS

Additional charges not mentioned above will be charged if payment is not received timely. Redemption penalties and fees, as provided by law, are charged on all taxes remaining unpaid after the last business day of June of the fiscal year (June 30th). Penalties are computed at the rate of 1½% per month beginning July 1st of the new fiscal year and continue until redeemed, plus a flat \$15.00 state redemption fee. (R&T Code Sec. 4102 & 4103)

PROPERTY LIEN DATE

Taxes are levied on property as it existed at 12:01 a.m., on the first day of January 1st preceding the fiscal year for which the taxes are levied. (R&T Code Sec. 2192)

UNPAID DELINQUENT TAXES

If this notation appears on the front of this tax bill, it refers to unpaid taxes from a previous year that are not included in the amount on this bill. In addition to the current taxes, you have taxes for prior years that are unpaid and overdue. You are being charged interest and penalties. If all prior taxes are not paid within five (5) years of the date of the default, the Tax Collector is required by law, to record a notice of power to sell tax defaulted property and the property will become subject to sale at internet auction. (R&T Code Sec. 2612)

ASSESSED VALUES

Under the California Constitution, the assessed value of all real property may be increased annually based on the changes in the California Consumer Price Index with a 2% cap. The Tax Collector does not determine the value of your property or the amount of your property tax. The Tax Collector does not have the authority to change the amount of property tax due. For questions concerning assessed value, please call the Assessor's office at (559) 636-5100.

RIGHT TO APPEAL

If you disagree with the assessed value shown on the front of this bill, you have the right to file an Assessment Appeal from July 2 through November 30, 2014. An "Application of Changed Assessment" can be obtained from, and filed with, the Clerk of the Assessment Appeals Board located at 2800 W. Burrel Avenue, Visalia, CA 93291, telephone (559) 636-5000.

After November 30th, if you disagree with the assessed value, you can request an assessment review for the next tax year by calling the Assessor's Office at (559) 636-5100.

PROPERTY TAX ASSISTANCE

Property Tax Assistance for Senior Citizens, Blind, or Disabled Persons

The state budget did not include funding for the Gonsalves-Deukmejian-Petris Senior Citizens Property Tax Assistance Law, which provides direct cash assistance. The Franchise Tax Board (FTB) will not issue Homeowner and Renter Assistance (HRA) Program instruction booklets and will not accept HRA claims. For the most current information on the HRA Program, go to ftb.ca.gov and search for HRA. If you have any questions, call (916) 845-2119 or fax us at (916) 845-4022.

PROPERTY TAX POSTPONEMENT

Property Tax Postponement for Senior Citizens, Blind, or Disabled Persons

In September 2014, Assembly Bill AB 2231 Chapter 703, Statutes of 2014, reinstated a revised Property Tax Postponement (PTP) program. The State Controller's Office (SCO) will begin accepting new PTP applications beginning September 1, 2016.

Please see our website at http://www.sco.ca.gov/ardtax_prop_tax_postponement.html for more information.

HOMEOWNER'S EXEMPTION NOTICE

This exemption is applied to the assessed value used in determining the amount of your tax bill. To qualify for this exemption, the property must have been owner-occupied as of 12:01 a.m., January 1st. If no exemption appears on this bill and you believe you qualify, contact the Assessor's Office at (559) 636-5100. If you filed a claim for the Homeowner's Property Tax Exemption, you declared under penalty of perjury that you are the owner of this property and it is your principal place of residence. You are required by law to terminate this claim if either or both of the following events occur prior to 12:01 a.m., January 1st

- (1) Ownership of the property transfers to another party.
- (2) Your principal place of residence changes to another location.

If you are not eligible for the exemption as of 12:01 a.m., January 1st, you must notify the Assessor in writing on or before December 10th, or you will be subject to payment of the amount of taxes the exemption represents, plus applicable penalties and interest. If you have questions regarding the Homeowner's Exemption, please contact the County Assessor's Office at (559) 636-5100.

MAIL EARLY

R&T Section Comments:
2512.

A) Payments received by mail are deemed received based on the United States Postal Service (USPS) postmark date stamped on the envelope containing the payment or the date received if no postmark is available (foreign postmarks and private metered postage are not acceptable). If the postmark date is after the delinquent date, then the payment is considered late and the delinquent penalty will apply. Failure of the post office to postmark mail timely, or entirely, does not constitute grounds for penalty cancellation under this section.

B) Payments made through the Treasurer-Tax Collector's website or automated telephone systems are deemed received on the date the transaction was completed by the taxpayer. Payments completed on or before 11:59 p.m. of the delinquent date, as evidenced by a confirmation number, will be considered timely. Please be advised that if for any reason you are unable to make your tax payment in an automated fashion over the phone or web, you are still responsible to make payment timely in order to avoid

EXHIBIT 4

24

2013-0051517

Recorded Official Records County of Tulare ROLAND P. HILL Clerk Recorder REC FEE 38.00 DJF 08:00AM 15-Aug-2013 Page 1 of 8

8 ja

RECORDING REQUESTED BY: CHICAGO TITLE CO.

When recorded, mail to: Loan Simple, Inc. Attn: Final Document Department 9835 Maroon Circle, Suite 100 Englewood, CO 80112

LOAN # [redacted] 1622

42206872-82

(Space Above This Line For Recording Data)

State of California

DEED OF TRUST

FHA Case No [redacted] 5-703

MIN: [redacted] 106-6

THIS DEED OF TRUST ("Security Instrument") is made on August 13, 2013. PETER P KHAMSANVONG, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

The Trustor is

The trustee is Loan Simple Inc

("Borrower")

("Trustee")

"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, Michigan 48501-2026, tel (888) 679-MERS Loan Simple, Inc., a Corporation

existing under the laws of Colorado,

("Lender") is organized and

FHA California Deed of Trust - 4/98 Ellie Mae, Inc

Page 1 of 7

Initials: P. K. CAEFHALD 1212 CAEFHALD 08/14/2013 09 18 AM PST



LOAN #: [REDACTED] 822

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U S C Section 2601 et seq. and implementing regulations, 24 CFR Part 1024, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows: First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium,

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

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto. In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) 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 requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby

FHA California Deed of Trust - 4/96
Ellie Mae, Inc

Page 3 of 7

Initials: R K
CAEFHALD 1212
CAEFHALD
08/14/2013 09:18 AM PST



LOAN #: [REDACTED] 1622

and has an address of 9635 Maroon Circle, Suite 100, Englewood, CO 80112

Borrower owes Lender the principal sum of ONE HUNDRED EIGHT THOUSAND NINE HUNDRED EIGHTY NINE AND NO/100* Dollars (U S \$108,989.00) This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 1, 2043. 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 (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note, (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in Tulare County, California SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"

which has the address of 1906 W. Aurora Ave, Porterville,

[Street, City],

California 93257 ("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 seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

Borrower and Lender covenant and agree as follows

UNIFORM COVENANTS

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4 In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds"

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Elle Mae, Inc

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assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights In the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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, (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument,

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Ellie Mae, Inc

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foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (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.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower.

Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument, (b) Lender shall be entitled to

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Elko Mee, Inc.

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collect and receive all of the rents of the Property, and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 8, Lender 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 paragraph 18, 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.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. 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 and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

20. 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.

21. Request for Notices. Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.

22. Beneficiary Statement. Lender may collect a fee, not to exceed the maximum amount permitted by law for furnishing Beneficiary statement as provided by Section 2943 of the Civil Code of California.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument

[Check applicable box(es)]

- Condominium Rider
- Growing Equity Rider
- Planned Unit Development Rider
- Graduated Payment Rider
- Other(s) [specify]

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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

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any other(s) executed by Borrower and recorded with it

Peter P. Khamsanvong 8/14/13 (Seal)
PETER P KHAMSANVONG DATE

State of CALIFORNIA
County of TULARE

On AUGUST ¹⁴ 13, 2013, before me, BRENDA DONOHOE, NOTARY PUBLIC (here insert name and title of the officer), personally appeared PETER P KHAMSANVONG, 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.

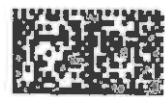
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Brenda Donohoe
(NOTARY)



(SEAL)



Escrow No.: 13-42206872-BD
Locate No.: CACTI7754-7754-4422-0042206872
Title No.: 13-42206872-LM

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PORTERVILLE, COUNTY OF TULARE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot 110 of Tract No. 368, in the City of Porterville, County of Tulare, State of California, as per Map recorded in Book 23, Page 43 of Maps, in the Office of the County recorder of said County.

APN: 245-183-014

Exhibit Page - Legal(exhibit)(08-07)

EXHIBIT 5

Chase

P.O. Box 183210
Columbus, OH 43218-3210

9/17/2015



**Notice of Assignment, Sale or
Transfer of Servicing Rights**

PETER P KHAMSANVONG
1906 W AURORA AVE
PORTERVILLE, CA 93257-1868

Your mortgage loan will be serviced by Carrington starting 10/2/2015

Chase loan number: [REDACTED] 9830
New servicer loan number: [REDACTED] 4871

Dear Peter P Khamsanvong:

We're writing to let you know that the servicing of your mortgage loan will transfer from JPMorgan Chase Bank, N.A. (Chase) to Carrington Mortgage Services, LLC (Carrington), effective 10/2/2015.

Your new servicer will:

- Collect and process your payments.
- Send account statements and annual tax forms.
- Notify you of account-related issues and updates.

This transfer doesn't affect any of the terms of your loan, other than the terms directly related to the servicing of your loan.

Here's what this means to you

On or after 10/2/2015:

- Your account number will change. Carrington will send you a letter with your new account number.
- You'll send your mortgage payments to your new servicer, which will begin accepting them. Chase will no longer accept your payments after this date.
- You'll contact your new servicer for any questions about your account.



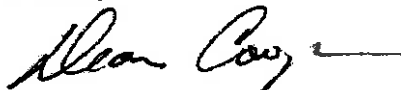
	Before 10/2/2015	On or after 10/2/2015
Send payments to:	Chase P.O. Box 78420 Phoenix, AZ 85062-8116	Carrington Mortgage Services, LLC P.O. Box 79001 Phoenix, AZ 85062
Contact for questions:	Chase Customer Service Center 1-800-848-9136 1-800-582-0542 TTY Monday–Friday 8 a.m. to midnight ET Saturday 8 a.m. to 8 p.m. ET	Carrington Mortgage Services, LLC 1-800-561-4567(Toll Free) Monday Friday 8:00 AM to 8:00 PM EST
Send written correspondence to:	Chase Attn: Customer Support Mail Code OH4-7302 P.O. Box 24696 Columbus, OH 43224-0696	Regular mail: Carrington Mortgage Services, LLC P.O. Box 3489 Anaheim, CA 92803

On or after 10/2/2015, Chase will no longer accept your payments. You should start sending your payments to Carrington, which will begin accepting them.

If your monthly payments are automatically deducted from your bank account, this service will be canceled on the date your loan transfers to the new servicer. You can call your new servicer and ask if they offer a similar service.

Carrington will send you a letter with more information by 10/17/2015. If you have any questions before 10/2/2015, please call us at one of the toll-free numbers below.

Sincerely,



Dean Cooper
Managing Director
1-800-848-9136
1-800-582-0542 TTY
www.chase.com

Please see the additional information, frequently asked questions and important legal information on the next pages.



Monthly service fee on linked checking accounts

If your mortgage loan is linked to a Chase checking account to help avoid a Monthly Service Fee, your mortgage will no longer be linked after the transfer. However, as a courtesy, we'll continue to waive your Monthly Service Fee on the linked account and let you know before there are any changes to this benefit in the future. If you change your checking account to a different checking product, or if a banker makes changes to your account, this waiver may terminate. Please contact your banker if you have any questions.

Year-end tax statement

You may receive two year-end tax statements; one from Chase and one from Carrington. The statement from Chase will show the mortgage interest and taxes paid while we serviced your loan and the statement from Carrington will show this information for the time they serviced your loan. For tax purposes, add the amounts on both statements to get the total interest and taxes paid for the year.

Bill payment service or Military allotment

If you make automatic payments through your bank, an online bill payment service (such as Equity Accelerator) or Military allotment, you'll need to let your provider know that Carrington is the new servicer of your loan. You'll receive a transfer letter with the following information, which you should give to the provider right away:

- Your new loan number
- The new servicer's full legal name
- The new servicer's mailing address for payments

Optional insurance products

If you have an optional insurance product as part of your loan, such as mortgage life, disability or accidental death insurance, it won't transfer to the new servicer. Please contact the provider of this product to discuss your options for keeping it.

Financial counseling

If you've accepted an offer of financial counseling with the Homeownership Preservation Foundation, the transfer of your loan doesn't affect your ability to continue working with your current financial counselor.

If you haven't yet accepted an offer of financial counseling with the Homeownership Preservation Foundation by the effective date of the transfer, you should schedule an appointment with them by this date or the offer of financial counseling provided by Chase may expire.



Frequently Asked Questions

Why is the servicing of my loan being transferred?

Another bank or financial institution (the new servicer) has purchased the servicing of your loan. Transferring the servicing of mortgage loans is a normal business practice.

Is my loan changing?

No, this transfer doesn't affect the terms and conditions of your existing loan. Your payment amount, due date and loan term will remain the same.

I'm in the process of having my loan modified. Will the modification be completed before the transfer?

No, your new servicer will continue the loan modification process. For more information about your current modification status, please call your dedicated Customer Assistance Specialist.

When should I begin making payments to my new servicer?

You should start sending your payments to the new servicer on 10/2/2015. We can't accept or process your payments after that date, but we'll forward any payments we receive for up to 60 days after this date to your new servicer. Please send any payments due before this date to us and any payments due after to the new servicer.

I currently have paperless statements. Can I continue to receive statements electronically?

Please contact your new servicer at 1-800-561-4567 to see if they offer paperless statements.

Will there be any changes to my escrow account?

If your loan has an escrow account, there won't be any changes. The new servicer will continue to pay your taxes and/or insurance from this account.

Do I need to let my insurance company know about this change?

No, we'll notify your insurance company that the servicing of your loan is being transferred.

Partial Payments

Your new servicer's policy on partial payments may be different than Chase's. For more information about how they'll apply a payment that's less than the full monthly amount, please call your new servicer at 1-800-561-4567.



Important Legal Information

Real Estate Settlement Procedures Act (RESPA)

Under federal law, during the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Federal law gives you certain consumer rights. If you send a notice of error, information request or qualified written request to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgment within 5 business days of receipt of your request and provide the information requested, correct any errors or explain why no error occurred within 30 business days. If you want to send a notice of error, information request or qualified written request to Chase regarding the servicing of your loan, it must be sent to our exclusive address for Qualified Written Requests, Notices of Error and Information Requests at Chase, P.O. Box 183166, Columbus, Ohio 43218-3166.





EI 533343449 US



Customer Copy
Label 11-B, March 2004

UNITED STATES POSTAL SERVICE®

Post Office To Addressee

ORIGIN (POSTAL SERVICE USE ONLY)			
PO ZIP Code	Day of Delivery	Package #	
Date Accepted	Scheduled Delivery	Return Receipt Fee	
Scheduled Time of Delivery	ODD Fee	Insurance Fee	
Flat Rate, Lb. or Weight	Int'l Alpha-Country Code	Acceptance Emp. Initials	

DELIVERY TIMES (ALL USE ONLY)		
Delivery Attempt	Time	Employee Signature
Delivery Attempt	Time	Employee Signature
Delivery Date	Time	Employee Signature

CUSTOMER USE ONLY

PAYMENT BY ACCOUNT
Express Mail Corporate Acct. No. _____

NO DELIVERY
Weekend Holiday

WAVIVER OF SIGNATURE (Domestic Mail Only)
Additional merchandise insurance is void if customer requests waiver of signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.

Federal Agency Acct. No. or Postal Service Acct. No. _____

Maier Signature _____

FROM: (PLEASE PRINT) PHONE () _____

John M. Donck, Esq.
Partner, Ibrahim Berg
845 Town Center, 10th Fl
Costa Mesa, CA 92626

TO: (PLEASE PRINT) PHONE () _____

Chief of the Court
Supreme Court of the Yamacrae
Native American Association
P.O. Box 176
Fountain, CO

FOR PICKUP OR TRACKING
Visit www.usps.com
Call 1-800-222-1811

ZIP + 4 (U.S. ADDRESSES ONLY. DO NOT USE FOR FOREIGN POSTAL ADDRESSES)

43557 + [] [] [] []

FOR INTERNATIONAL DESTINATIONS, WRITE COUNTRY NAME BELOW.