

FIRST AMERICAN LOANSTAR TRUSTEE SERVICES

1 First American Way

Mailstop 55303

Westlake TX 76262

Telephone: (817)-699-6035

Telecopier: (817)-699-1487

September 30, 2008

Fed Ex # [REDACTED]

[REDACTED]
CORONA, CA 92882RE: T.S. No: [REDACTED]
Loan Type: **CONV**

Property Address: [REDACTED] LAKE FOREST, CA 92630

Dear Mortgagor:

[REDACTED], the present holder of the above noted mortgage loan, has requested that **FIRST AMERICAN LOANSTAR TRUSTEE SERVICES** assist in preparing this Deed in Lieu of Foreclosure.

You have stated your wish to release the debt on your mortgage loan by voluntarily deeding the above property to the present holder of the loan. In that regard, enclosed please find required documentation to finalize the Deed in Lieu of Foreclosure. In the event you still want to voluntarily deed the property back to the present holder of the loan, please execute the enclosed Grant Deed in Lieu of Foreclosure and Estoppel Affidavit in the presence of a notary public and return these documents to my office **within three days of the date of this letter**.

Please be advised, that the holder's acceptance of this Deed in Lieu is conditioned on the following:

- 1) Investor and/or insurer's final approval of this transaction.
- 2) Prompt return of all documents, completely and properly executed.
- 3) All association and utility fees, if any, must be current on the date the Grant Deed is recorded with the County Clerk.
- 4) Property must be vacant prior to the recording of the Grant Deed.
- 5) Our review of the title records confirms that there are not any matters of record that would adversely affect the present note holder's ability to subsequently convey title.

If title is clear and the above requirements have been met, acceptance of this Deed in Lieu will be approved and the Grant Deed will be recorded.

You are urged to have legal counsel of your choice review these documents on your behalf.

**PURSUANT TO THE FEDERAL FAIR DEBT COLLECTION PRACTICES ACT (FDCPA),
LOANSTAR ADVISES YOU THAT THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO
COLLECT A DEBT AND ANY INFORMATION YOU PROVIDE WILL BE USED FOR THAT
PURPOSE.**

If you wish to complete the Deed in Lieu of Foreclosure, please execute and return the documents as soon as possible. The recording of the Deed in Lieu or any other action will not take place until the 30 days referenced in the "Notice under Fair Debt Collections Practices Act" has expired.

If you have any questions, please contact **Darlene Johnson** at **817-699-4002**.

Sincerely,

FIRST AMERICAN LOANSTAR TRUSTEE SERVICES

Darlene Johnson
Deed in Lieu Specialist

Enclosures:

CC: CHASE HOME FINANCE, LLC

Recording Requested By:

When Recorded Mail To:

**CHASE HOME FINANCE, LLC
3415 VISION DRIVE
COLUMBUS, OH 43219**

TS NO.:

TITLE ORDER NO.:

APN:

FHA/VA/PMI No.:

Space above this line for Recorder's use only

**GRANT DEED
DEED IN LIEU OF FORECLOSURE**

The Grantee herein is the Beneficiary.

Amount of the Unpaid Principal Balance	\$	339,121.14
Amount Paid by Grantee Over & Above Unpaid Debt	\$	0.00
Documentary Transfer Tax	\$	0.00
City Transfer Tax	\$	0.00

Said property is in the City of **LAKE FOREST**, County of **ORANGE**.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, [REDACTED] HUSBAND AND WIFE AS COMMUNITY PROPERTY, hereby GRANT(S) TO U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, the following described real property in the City of LAKE FOREST, County of ORANGE, State of CALIFORNIA.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.

This deed is an absolute conveyance, the Grantor(s) having sold said land to the Grantee for a fair and adequate consideration, such consideration in addition to the above recited, being full satisfaction of all obligations secured by the deed of trust executed by [REDACTED] HUSBAND AND WIFE AS COMMUNITY PROPERTY, as Trustor(s) to COMMONWEALTH LAND TITLE CO., as Trustee, and HOME123 CORPORATION as Beneficiary, dated 01/20/2006 and recorded 1/27/2006 as Instrument No. 2006000061133, Book, Page of the Official Records.

GRANT DEED

CALIFORNIA

September 30, 2008

Page 2 - File #

Grantor(s) declares that this conveyance is freely and fairly made and that there are no agreements, oral or written, other than this deed, between Grantor(s) and Grantee with respect to said land.

Dated _____

Dated _____

State of _____

County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ESTOPPEL AFFIDAVIT

CALIFORNIA

File No.: [REDACTED]

Affidavit of Individual Giving Deed in Lieu of Foreclosure

State of CALIFORNIA }
County of ORANGE } §

TODD HOOVER, AND LARINA HOOVER, HUSBAND AND WIFE AS COMMUNITY PROPERTY , being first duly sworn, each for himself and herself, deposes and says: That he/she/they are the identical party(ies) who made, executed and delivered that certain deed to **HOME123 CORPORATION** whereas **U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE**, is the current note holder, whereas, **TODD HOOVER, AND LARINA HOOVER, HUSBAND AND WIFE AS COMMUNITY PROPERTY** convey the following property:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.

That the aforesaid deed is intended to be and is an absolute conveyance of the title to said premises to the Grantee named there and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiant(s) as Grantors in said deed to convey, and by said deed to the affiant(s) did convey to the Grantee therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to the Grantee;

That in the execution and delivery of said deed affiant(s) were not acting under any misapprehension as to the affect thereof, acted freely and voluntarily and were not acting under coercion or duress;

That the consideration for said deed was and is the full cancellation of all debts, obligations, costs, and charges secured by that certain Deed of Trust heretofore existing said property executed by [REDACTED], **HUSBAND AND WIFE AS COMMUNITY PROPERTY** , as Trustor(s), to **COMMONWEALTH LAND TITLE CO.**, as Trustee, and **HOME123 CORPORATION** as Beneficiary, dated **01/20/2006** and recorded **1/27/2006** as Instrument No. [REDACTED], in Book , Page of the Official Records, and the reconveyance of said property under said Deed of Trust: that at the time of making said deed affiant believed and now believe that the aforesaid consideration therefore represents the fair value of the property so deeded;

This affidavit is made for the protection and benefit of the Grantee in said deed, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described, and particularly for the benefit of any Title Company which is about to insure the title to said property in reliance thereon, and any title company which may hereafter insure the title to said property;

ESTOPPEL AFFIDAVIT

CALIFORNIA

September 30, 2008

Page 2 - File #

That affiant(s), and each of them will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any now pending or which may hereafter be instituted, to the truth of the particular facts herein above set forth.

Dated _____

Dated _____

Dated _____

ESTOPPEL AFFIDAVIT

CALIFORNIA

September 30, 2008

Page 3 - File #

State of _____

County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)