FIRST CIRCUIT COURT
STATE OF HAWAII
FILED

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Attorneys for Plaintiff US BANK TRUST, NATIONAL ASSOCIATION AS TRUSTEE FOR WG2 MORTGAGE TRUST VII, SERIES 2013-1

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

US BANK TRUST, NATIONAL ASSOCIATION AS TRUSTEE FOR WG2 MORTGAGE TRUST VII, SERIES 2013-1, Plaintiff, v. BRETT C. ARIZUMI; CITIFINANCIAL, INC.; DEPARTMENT OF TAXATION, STATE OF HAWAII; UNITED STATES OF AMERICA; HAWAII LAW ENFORCEMENT FEDERAL CREDIT UNION FKA HONOLULU POLICE FEDERAL CREDIT UNION, RENE MATSUURA, ZACHARY KONDO, IVY ROOT, AND RADFORD REAL; ASSOCIATION OF APARTMENT OWNERS OF 3036 KAHALO DRIVE; and DOES 1 through 20, inclusive, Defendants.	CIVIL NO. 14-1-1769-08 (BIA) (Foreclosure) **PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT AND FOR INTERLOCUTORY DECREE OF FORECLOSURE; MEMORANDUM IN SUPPORT OF MOTION; REQUEST FOR JUDICIAL NOTICE; DECLARATION IN SUPPORT OF MOTION; DECLARATION OF LLOYD T. WORKMAN IN SUPPORT OF MOTION; EXHIBITS A-K; NOTICE OF HEARING MOTION** **HEARING MOTION** HEARING DATE: 7/29/15 HEARING TIME: 9:00 am JUDGE: Honorable Bert I. Ayabe TRIAL: No Date Set

PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT
AND FOR INTERLOCUTORY DECREE OF FORECLOSURE

COMES NOW Plaintiff US BANK TRUST, NATIONAL ASSOCIATION AS TRUSTEE FOR WG2 MORTGAGE TRUST VII, SERIES 2013-1 ("Plaintiff"), by and through its undersigned counsel, and respectfully moves the Court as follows:

1. That it enter, pursuant to Rule 56 of the Hawaii Rules of Civil Procedure, Summary Judgment and Interlocutory Decree of Foreclosure in favor of Plaintiff for the relief demanded in the Complaint to Foreclose Mortgage ("Complaint") filed herein on August 19, 2014, as to the interest in that certain real estate commonly known as 3036 Kaholoa Drive, Honolulu, Hawaii 96822 (TMK No. (1) 2-9-039-012-0002) ("Subject Property"). This Motion is based on the grounds that there is no genuine issue as to any material fact and that Plaintiff is entitled to judgment as a matter of law.

2. In the alternative, if summary judgment is not rendered in favor of Plaintiff for the relief sought and a trial is necessary, that the Court, at the hearing on the Motion, by examining the pleadings and the evidence before it and by interrogating counsel, ascertain what material facts are actually and in good faith controverted, and thereupon make an order specifying the facts which appear without substantial controversy and directing such further proceedings in the action which are just.

3. That it enter an order declaring the rights and interests of all parties with respect to the Subject Property sought to be foreclosed.

4. That it enter a judgment and order decreeing the sale by foreclosure of the Subject Property of the interest referred to in the Complaint; that a Commissioner be appointed, authorized and directed to sell the Subject Property for cash in lawful currency of the United States as provided for by law and the order of this Court without upset price subject to

confirmation by this Court; that the Commissioner be directed to make his/her report on such sale to this Court and that this Honorable Court further determine the amounts due to Plaintiff in this action including principal, interest, advances, late charges, costs and expenses.

5. That the Court, at its discretion, may reopen the auction and accept open bids in Court at the confirmation hearing, such bidding will be allowed on the condition that the initial opening bid be at least five percent (5%) higher than the highest bid received at the Commissioner's sale. Permission to place open bids at the confirmation hearing and the requirement of a five percent (5%) higher bid will be determined by the Court upon examination of the reasons why any interested bidders did not place a bid at the publicly noticed auction. The court may, at its discretion, refuse to accept a further bid at the confirmation hearing or require a minimum bid higher than five percent (5%).

6. That if the sale proceeds are insufficient to pay the sums owed to Plaintiff, that the Court enter an order for such deficiency in favor of Plaintiff and against Defendant BRETT C. ARIZUMI.

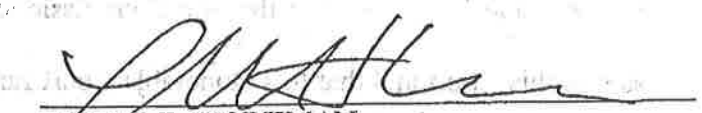
7. That in the decree hereinbefore referred to, this Court reserve jurisdiction to determine the amount of attorneys' fees payable to Plaintiff's attorneys.

8. Included in the relief requested herein, Plaintiff requests entry of a Final Judgment pursuant to Rule 54(b) of the Hawaii Rules of Civil Procedure.

This motion is made pursuant to Rule 54(b) and 56 of the Hawaii Rules of Civil Procedure, and is based upon the pleadings and records of this case, and the Memorandum in Support of Motion and Declarations attached hereto.

[SIGNATURE PAGE TO FOLLOW]

Dated: San Diego, California, May 13th, 2015.



LLOYD T. WORKMAN
Attorney for Plaintiff
US BANK TRUST, NATIONAL ASSOCIATION
AS TRUSTEE FOR WG2 MORTGAGE TRUST
VII, SERIES 2013-1

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

US BANK TRUST, NATIONAL ASSOCIATION AS TRUSTEE FOR WG2 MORTGAGE TRUST VII, SERIES 2013-1, Plaintiff, v. BRETT C. ARIZUMI; CITIFINANCIAL, INC.; DEPARTMENT OF TAXATION, STATE OF HAWAII; UNITED STATES OF AMERICA; HAWAII LAW ENFORCEMENT FEDERAL CREDIT UNION FKA HONOLULU POLICE FEDERAL CREDIT UNION, RENE MATSUURA, ZACHARY KONDO, IVY ROOT, AND RADFORD REAL; ASSOCIATION OF APARTMENT OWNERS OF 3036 KAHALO DRIVE; and DOES 1 through 20, inclusive, Defendants.	CIVIL NO. 14-1-1769-08 (BIA) (Foreclosure) **MEMORANDUM IN SUPPORT OF MOTION**

MEMORANDUM IN SUPPORT OF MOTION

On August 19, 2014, Plaintiff US BANK TRUST, NATIONAL ASSOCIATION AS TRUSTEE FOR WG2 MORTGAGE TRUST VII, SERIES 2013-1 ("Plaintiff") filed the instant action, seeking the foreclosure of Plaintiff's first priority mortgage and a sale of that certain parcel of real property commonly referred to as 3036 Kaholoa Drive, Honolulu, Hawaii 96822 (TMK No. (1) 2-9-039-012-0002) ("Property"), which is secured by the first priority mortgage; and for a deficiency judgment against Defendant BRETT C. ARIZUMI ("ARIZUMI") in the event the net sale proceeds thereof are insufficient to cover the amounts claimed. Plaintiff now moves for Summary Judgment and Interlocutory Decree of Foreclosure pursuant to Rule 56 of

the Hawaii Rules of Civil Procedure, as no genuine issues of material facts exist and Plaintiff is entitled to judgment as a matter of law. Entry of a final judgment pursuant to Rule 54(b) of the HRCP is also requested.

PROCEDURAL BACKGROUND

Defendant DEPARTMENT OF TAXATION, STATE OF HAWAII ("DOT") was served on September 16, 2014. On September 23, 2014, the DOT filed an Answer and Affirmative Statement of Claim. Defendant RENE MATSUURA was served on September 17, 2014. Defendant UNITED STATES OF AMERICA ("USA") was served on September 16, 2014. On October 9, 2014, USA filed a Disclaimer. Defendant CITIFINANCIAL, INC. was served on September 18, 2014. Defendant HAWAII LAW ENFORCEMENT FEDERAL CREDIT UNION FKA HONOLULU POLICE FEDERAL CREDIT UNION was served on September 18, 2014. Defendant ZACHARY K. KONDO was served on September 24, 2014. On October 8, 2014, Defendants HAWAII LAW ENFORCEMENT FEDERAL CREDIT UNION FKA HONOLULU POLICE FEDERAL CREDIT UNION, RENE MATSUURA, ZACHARY KONDO, IVY ROOT, and RADFORD REAL filed an Answer to Plaintiff's Complaint. ARIZUMI was served on December 22, 2014. Default was entered as to ARIZUMI on February 2, 2015. Defendant ASSOCIATION OF APARTMENT OWNERS OF 3036 KAHALO DRIVE was served on January 28, 2015.

ARGUMENT

Pursuant to Hawaii Rules of Civil Procedure 56(c), the party moving for summary judgment has the burden of showing that there is no genuine issue of material fact and is entitled to judgment as a matter of law. Kaneohe Bay Cruises, Inc. v. Hirata, 75 Haw. 250, 258, 861, P.2d 1, 6 (1993) (*citing* Gossinger v. Association of Apt. Owners of the Regency Ala Wai, 73

Haw. 412, 417, 835 P.2d 627, 630 (1992)). There is no genuine issue of material fact when the facts "are susceptible of only one reasonable interpretation," and under those circumstances the court is under a duty to grant summary adjudication. Cordiero v. Burns, 7 Haw. App. 463, 466, 776 P.2d 411, 414 (citation omitted), *cert. denied*, 70 Haw. 664, 796 P.2d 501, (1989).

In this case, the Declaration in Support of Motion, filed concurrently herewith, sets forth the following facts: (1) that Plaintiff's predecessor made a loan to ARIZUMI; (2) that as evidence of said loan, ARIZUMI made, executed, and delivered to Plaintiff's predecessor a promissory note ("Note") in the principal amount of $511,000.00; (3) that as security for the repayment of the amounts due under the Note, ARIZUMI, as mortgagor, made, executed, and delivered to Plaintiff's predecessor, as mortgagee, a Mortgage encumbering the Property; (4) that ARIZUMI is in default of the amounts due under the Note and Mortgage; (5) that by reason of such default, Plaintiff elected to treat the entire amount as immediately due and payable; (6) that Plaintiff qualifies as the Note holder with standing to prosecute the instant action, as the Note is indorsed in blank, thereby converting the Note to a bearer instrument, and Plaintiff is in possession of the indorsed in blank Note; and (7) that the amounts due to Plaintiff by ARIZUMI are set forth in the Declaration in Support of Motion.

It is submitted, therefore, that all of the material allegations of Plaintiff's Complaint have been established, that Plaintiff is entitled to a judgment against ARIZUMI for the recovery of certain sums due under the Note, and that Plaintiff is entitled to an Interlocutory Decree of Foreclosure of its first priority Mortgage.

[SIGNATURE PAGE FOLLOWS]

Dated: San Diego, California, May 13th, 2015.

LLOYD T. WORKMAN
Attorney for Plaintiff
US BANK TRUST, NATIONAL ASSOCIATION
AS TRUSTEE FOR WG2 MORTGAGE TRUST
VII, SERIES 2013-1

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

US BANK TRUST, NATIONAL ASSOCIATION AS TRUSTEE FOR WG2 MORTGAGE TRUST VII, SERIES 2013-1 Plaintiff, v. BRETT C. ARIZUMI; CITIFINANCIAL, INC.; DEPARTMENT OF TAXATION, STATE OF HAWAII; UNITED STATES OF AMERICA; HAWAII LAW ENFORCEMENT FEDERAL CREDIT UNION FKA HONOLULU POLICE FEDERAL CREDIT UNION, RENE MATSUURA, ZACHARY KONDO, IVY ROOT, AND RADFORD REAL; ASSOCIATION OF APARTMENT OWNERS OF 3036 KAHALO DRIVE; and DOES 1 through 20, inclusive, Defendants.	CIVIL NO. 14-1-1769-08 (BIA) **DECLARATION IN SUPPORT OF PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

DECLARATION IN SUPPORT OF PLAINTIFF'S
MOTION FOR SUMMARY JUDGMENT

1. I, Dema Davis, am employed by SN Servicing Corporation, the authorized loan servicing agent for Plaintiff US BANK TRUST, NATIONAL ASSOCIATION AS TRUSTEE FOR WG2 MORTGAGE TRUST VII, SERIES 2013-1. In such capacity, I am authorized to make this declaration regarding the loan described below (the "Loan"). If called to testify in this matter, I would testify under oath as to the following:

2. I have access to and am familiar with SN Servicing Corporation's books and records regarding the Loan, including SN Servicing Corporation's servicing records and copies of the applicable loan documents. I am familiar with the manner in which SN Servicing Corporation maintains its books and records, including computer records relating to the servicing of the Loan. SN Servicing Corporation's records are made at or near the time of the occurrence of the matters set forth in such records, by an employee or representative with knowledge of the acts or events recorded. Such records are obtained, kept and maintained by SN Servicing Corporation in the regular course of SN Servicing Corporation's business. SN Servicing Corporation relies on such records in the ordinary course of its business. SN Servicing Corporation's records include and incorporate records for the Subject Loan obtained from Guardian Capital service, the prior loan servicer for the Subject Loan. The records obtained by SN Servicing Corporation from the Prior Servicer are kept and maintained by SN Servicing Corporation in the ordinary course of its business for the purpose of maintaining an accounting of payments received, expenses incurred, and amounts advanced with regard to the Subject Loan, and such records are relied upon by SN Servicing Corporation in the regular course of its business.

3. SN Servicing Corporation has the contractual right and responsibility to service the Loan on behalf of Plaintiff. My personal knowledge of these statements is derived from my having inspected a copy of the Limited Power of Attorney between SN Servicing Corporation and Plaintiff contained in SN Servicing Corporation's records ("LPOA"). A true and correct copy of the LPOA that I inspected is attached hereto as **Exhibit A**.

4. As the loan servicer, SN Servicing Corporation acts as an agent for Plaintiff and is the attorney in fact for Plaintiff, and SN Servicing Corporation is generally responsible for the administration of the Loan until the Loan is paid in full, assigned to another creditor, or the servicing rights and responsibilities are transferred.

5. Administering the Loan includes, among other things, sending monthly payment statements, collecting monthly payments, maintaining records of payments and balances, collecting and paying taxes and insurance (and managing escrow and impound funds), remitting monies tendered under the subject notes to Plaintiff, following up on loan delinquencies, home loan workouts and home retention programs, and other general customer service functions. Further, in the event of a default under the terms of the Loan, SN Servicing Corporation is authorized by Plaintiff to enforce the terms of the Loan by retaining and supervising legal counsel to foreclose and pursue the other legal rights and remedies of available to Plaintiff.

6. I have personally reviewed the documents and records relating to this case for factual accuracy; I have reviewed the Summons and Complaint, and the below specified papers filed or to be filed in this foreclosure proceeding; and hereby confirm the factual accuracy of the statements referenced below as well as of the notarizations contained in the documents executed below, which notarizations, to the best of my knowledge and belief regarding applicable policies and procedures, were executed in compliance with applicable state requirements.

7. For valuable consideration, Defendant BRETT C. ARIZUMI ("ARIZUMI") executed an Adjustable Rate Balloon Note dated January 4, 2007, to New Century Mortgage Corporation in the principal amount of $511,000.00, plus interest at the initial rate of 7.675% per annum (the "Note"). The Note contains a blank indorsement . My personal knowledge of

these statements is derived from my having inspected a copy of the Note maintained by SN Servicing Corporation. A true and correct copy of the Note that I inspected is attached hereto as **Exhibit B**.

8. The Note is secured by a Mortgage dated January 4, 2007, executed by ARIZUMI, as mortgagor, and in favor of Mortgage Electronic Registration Systems, Inc., solely as nominee for New Century Mortgage Corporation, as mortgagee ("Mortgage") (the Note and Mortgage collectively referred to as the "Subject Loan"). The Mortgage encumbers the real property commonly known as 3036 Kahaloa Drive, Honolulu, Hawaii 96822 (TMK No. (1) 2-9-039-012-0002) ("Property"). On January 11, 2007, the Mortgage was recorded in the Bureau of Conveyances of the State of Hawaii ("Bureau") as Document No. 2007-005610. The Property, including all improvements and fixtures, is more fully described in the Mortgage. My personal knowledge of these statements is derived from my having inspected a copy of the recorded Mortgage contained in SN Servicing Corporation's records. A true and correct copy of the Mortgage which I inspected is attached hereto as **Exhibit C**. It is my understanding from having inspected SN Servicing Corporation's records that the original Mortgage was filed in the Bureau.

9. The Mortgage was assigned to HSBC BANK, USA NATIONAL ASSOCIATION pursuant to an Assignment of Mortgage recorded on November 17, 2009, in the Bureau as Document No. 2009-175785 ("First AOM"). My personal knowledge of these statements is derived from my having inspected recorded copies of the First AOM and Plaintiff's Mortgage. A true and correct copy of the First AOM is attached hereto as **Exhibit D**.

10. The Mortgage was assigned to FV-I, INC., IN TRUST FOR MORGAN

*#2

STANLEY MORTGAGE CAPITAL HOLDINGS LLC pursuant to a Corporate Assignment of Mortgage recorded on June 28, 2013, in the Bureau of Conveyances of the State of Hawaii as Document No. A-49271074 ("Second AOM"). My personal knowledge of these statements is derived from my having inspected recorded copies of the Second AOM and Plaintiff's Mortgage. A true and correct copy of the Second AOM is attached hereto as **Exhibit E**.

11. The Mortgage was assigned to WG1 Mortgage Trust VII pursuant to a Corporate Assignment of Mortgage recorded on January 9, 2014, in the Bureau of Conveyances of the State of Hawaii as Document No. A-51220856 ("Third AOM"). My personal knowledge of these statements is derived from my having inspected recorded copies of the Third AOM and Plaintiff's Mortgage. A true and correct copy of the Third AOM is attached hereto as **Exhibit F**.

12. The Mortgage was assigned to Plaintiff pursuant to an Assignment of Mortgage recorded on April 8, 2014, in the Bureau of Conveyances of the State of Hawaii as Document No. A-52110648 ("Fourth AOM"). My personal knowledge of these statements is derived from my having inspected recorded copies of the Fourth AOM and Plaintiff's Mortgage. A true and correct copy of the Fourth AOM is attached hereto as **Exhibit G**.

13. The terms of the Subject Loan were modified pursuant to a Loan Modification Agreement dated April 22, 2010 ("Agreement"). My personal knowledge of this statement is derived from my having inspected copies of the Agreement, Note, Mortgage, and the Subject Loan history contained in SN Servicing Corporation's system of record. A true and correct copy of the Agreement is attached hereto as **Exhibit H**.

14. As of July 1, 2010, ARIZUMI in default for failure to tender payments under the Note. As a result of such default and in accordance with the terms of the Note and Mortgage, the entire aggregate amount of the principal obligation of the Note and Mortgage unpaid, together with interest, advances and charges, has become and now is due and payable. Although demand has been made by Plaintiff with respect to the principal and interest due and payable to Plaintiff, ARIZUMI has failed to pay the same, and remains in default. My personal knowledge of these statements is derived from my having reviewed SN Servicing Corporation's records relating to the Loan and, in particular, the account history of the Loan, which is maintained by SN Servicing Corporation as discussed more fully below.

15. Notice was provided to ARIZUMI advising of the default under the Note and Mortgage, providing 30 days to cure the default, advising that failure to cure the default within the 30 days provided may result in the acceleration of the entire balance outstanding under the terms of the Note and Mortgage, and advising of the right to reinstate after acceleration (the "Notice of Acceleration"). My personal knowledge of these statements is derived from my having inspected a copy of the Notice of Acceleration contained in SN Servicing Corporation's business records regarding the Subject Loan. A true and correct copy of the Notice of Acceleration which I inspected is attached hereto as **Exhibit I.**

16. As of April 11, 2015, the total amount due under the Note and Mortgage is $668,739.04, as set forth below:

Unpaid Principal Balance	$547,116.26
Interest (to April 11, 2015)	$119,672.55
Tax Advances	$1,140.41
Insurance Advances	$369.00
Late Charges	$440.82

TOTAL.....$668,739.04

17. The foregoing total does not include amounts incurred from and after April 11, 2015, including: (i) per diem interest in accordance with the Note (ii) late fees; (iii) attorneys' fees and costs; (iv) such other and further amounts and charges as may be proper and allowed; and (v) any further advances made or incurred by Plaintiff to preserve the Property. My personal knowledge of these statements is derived from my having inspected the loan figures and account and payment history contained in SN Servicing Corporation's records. A true and correct copy of the records that I relied upon are attached hereto as **Exhibit J**.

18. The Loan History is an electronic ledger maintained by SN Servicing Corporation, which records payments made and received on the Subject Loan.

19. Plaintiff has retained counsel to represent it in this matter, and is thereby incurring attorney's fees and expenses in this matter.

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

Executed this 8 day of May, 2015 at Eureka, California.

By: Donna Davis
Title: Asset Manager

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

US BANK TRUST, NATIONAL ASSOCIATION AS TRUSTEE FOR WG2 MORTGAGE TRUST VII, SERIES 2013-1, Plaintiff, v. BRETT C. ARIZUMI; CITIFINANCIAL, INC.; DEPARTMENT OF TAXATION, STATE OF HAWAII; UNITED STATES OF AMERICA; HAWAII LAW ENFORCEMENT FEDERAL CREDIT UNION FKA HONOLULU POLICE FEDERAL CREDIT UNION, RENE MATSUURA, ZACHARY KONDO, IVY ROOT, AND RADFORD REAL; ASSOCIATION OF APARTMENT OWNERS OF 3036 KAHALO DRIVE; and DOES 1 through 20, inclusive, Defendants.	CIVIL NO. 14-1-1769-08 (BIA) (Foreclosure) **DECLARATION OF LLOYD T. WORKMAN IN SUPPORT OF MOTION**

DECLARATION OF LLOYD T. WORKMAN IN SUPPORT OF MOTION

I, Lloyd T. Workman, do declare under penalty of law that the following is true and correct:

1. I am the attorney of record for US BANK TRUST, NATIONAL ASSOCIATION AS TRUSTEE FOR WG2 MORTGAGE TRUST VII, SERIES 2013-1 ("Plaintiff"), Plaintiff in the above-captioned matter. I have personal knowledge of the matters hereinafter stated, and I am authorized to make this Declaration in support of Plaintiff's Motion.

2. I conducted an investigation into the military status of Defendant BRETT C. ARIZUMI ("ARIZUMI") by using the Department of Defense Manpower Data Center database

(the "DMDC"), which requires the social security number and/or date of birth of the individual for whom the search is being performed.

3. That investigation revealed that the DMDC does not possess any information indicating that ARIZUMI is currently on active duty with any branch of the United States military. A true and correct copy of that report is attached hereto as **Exhibit K**.

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

Executed this 13th day of May, 2015, at San Diego, California.

LLOYD T. WORKMAN
Attorney for Plaintiff
US BANK TRUST, NATIONAL ASSOCIATION
AS TRUSTEE FOR WG2 MORTGAGE TRUST
VII, SERIES 2013-1

EXHIBIT A

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED April 06, 2015 8:02 AM
Doc No A55740446

/s/ NICKI ANN THOMPSON, REGISTRAR
CGG 4

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

SN Servicing Corporation
Attn: Carolyn van Aalst
323 Fifth Street
Eureka, CA 95501

US Bank, WO2 to SNSC

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE

LIMITED POWER OF ATTORNEY

RECORDING REQUESTED BY:
SN Servicing Corporation
323 5th Street
Eureka, CA 95501

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIMITED POWER OF ATTORNEY

The WG2 Mortgage Trust VII, Series 2013-1, by and through U.S. Bank Trust National Association, a national banking association organized and existing under the laws of the United States and having an office at 60 Livingston Avenue, EP-MN-WS3D, St. Paul, MN, 55107, not in its individual capacity but solely as Trustee ("Trustee"), hereby constitutes and appoints SN Servicing Corporation, ("Servicer"), and in its name, aforesaid Attorney-In-Fact, by and through any officer appointed by the Board of Directors of Servicer, to execute and acknowledge in writing or by facsimile stamp all documents customarily and reasonably necessary and appropriate for the tasks described in the items (1) through (10) below; provided however, that the documents described below may only be executed and delivered by such Attorneys-In-Fact if such documents are required or permitted under the terms of the Amended and Restated Trust Agreement dated as of November 7, 2013, among U.S. Bank Trust National Association, as Trustee, Walton D Series Owner, L.L.C., as the Beneficial Owner, and HG Advisors, LLC, as Administrator, to The WG2 Mortgage Trust VII and no power is granted hereunder to take any action that would be adverse to the interests of U.S. Bank Trust National Association. This Limited Power of Attorney is being issued in connection with Servicer's responsibilities to service certain mortgage loans (the "Loans") held by U.S. Bank Trust National Association, as Trustee. These Loans are comprised of Mortgages, Deeds of Trust, Deeds to Secure Debt and other forms of Security instruments (collectively the "Security Instruments") encumbering any and all real and personal property delineated therein (the "Property") and the Notes secured thereby.

1. Demand, sue for, recover, collect and receive each and every sum of money, debt, account and interest (which now is, or hereafter shall become due and payable) belonging to or claimed by the Trustee, and to use or take any lawful means for recovery by legal process or otherwise, including but not limited to the substitution of trustee serving under a Deed of Trust, the preparation and issuance of statements of breach, notices of default, and/or notices of sale, accepting deeds in lieu of foreclosure, evicting (to the extent allowed by federal, state or local laws) foreclosing on the properties under the Security Instruments by judicial or non-judicial foreclosure, actions for temporary restraining orders, injunctions, appointments of receiver, suits for waste, fraud and any and all other tort, contractual or verifications in support thereof, as may be necessary or advisable in any bankruptcy action, state or federal suit or any other action.

2. Execute and/or file such documents and take such other action as is proper and necessary to defend the Trustee in litigation and to resolve any litigation where the Servicer has an obligation to defend the Trustee, including but not limited to dismissal, termination, cancellation, rescission and settlement.

3. Transact business of any kind regarding the Loans, as the Trustee's act and deed, to contract for, purchase, receive and take possession and evidence of title in and to the Property and/or to secure payment of a promissory note or performance of any obligation or agreement relating thereto.

4. Execute, complete, indorse or file bonds, notes, mortgages, deeds of trust and other contracts, agreements and instruments regarding the Borrowers and/or the Property, including but not limited to the execution of estoppel certificates, financing statements, continuation statements, releases, satisfactions, assignments, loan modification agreements, payment plans, waivers, consents, amendments, forbearance agreements, loan assumption agreements, subordination agreements, property adjustment agreements, management agreements, listing agreements, purchase and sale agreements and other instruments pertaining to mortgages or deeds of trust, and execution of deeds and associated instruments, if any, conveying the Property, in the interest of the Trustee.

5. Endorse on behalf of the undersigned all checks, drafts and/or other negotiable instruments made payable to the undersigned.

6. Execute any document or perform any act in connection with the administration of any PMI policy or LPMI policy, hazard or other insurance claim relative to the Loans or related Property.

7. Execute any document or perform any act described in items (3), (4), and (5) in connection with the termination of any Trust as necessary to transfer ownership of the affected Loans to the entity (or its designee or assignee) possessing the right to obtain ownership of the Loans.

8. Subordinate the lien of a mortgage, deed of trust, or deed to secure debt (i) for the purpose of refinancing Loans, where applicable, or (ii) to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain, including but not limited to the execution of partial satisfactions and releases and partial re-conveyances reasonably required for such purpose, and the execution or requests to the trustees to accomplish the same.

9. Convey the Property to the mortgage insurer, or close the title to the Property to be acquired as real estate owned, or convey title to real estate owned property ("REO Property").

10. Execute and deliver the following documentation with respect to the sale of REO Property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation: listing agreements; purchase and sale agreements; grant / limited or special warranty / quit claim deeds or any other deed, but not general warranty deeds, causing the transfer of title of

the property to a party contracted to purchase same; escrow instructions; and any and all documents necessary to effect the transfer of REO Property.

Servicer hereby agrees to indemnify and hold the Trustee, and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of the exercise by the Servicer of the powers specifically granted to it under the related servicing agreements. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the related servicing agreements or the earlier resignation or removal of the Trustee under the related servicing agreements listed on Schedule A, attached.

Witness my hand and seal this 5th day of March, 2014.

NO CORPORATE SEAL

On Behalf of WG2 Mortgage Trust VII, Series 2013-1, by U.S. Bank Trust National Association, as Trustee

Witness: Matt Hamilton

By: Brian C. Tri, Vice President

Witness: Elizabeth Momah

By: Michelle A. Moeller, Vice President

Attest: Alex E. Fuentes, Trust Officer

CORPORATE ACKNOWLEDGMENT

State of Minnesota

County of Ramsey

On this 5th day of March, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Brian C. Tri, Michelle A. Moeller and Alex E. Fuentes, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument as Vice President, Vice President and Trust Officer, respectively of U.S. Bank Trust National Association, a national banking association, and acknowledged to me that such national banking association executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

Signature: Sarah Jean Stran Odell

My commission expires: 1/31/2018

SARAH JEAN STRAN ODELL
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan 31, 2018

EXHIBIT B

[redacted]

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL DOCUMENT WELLS FARGO BANK, N.A.

MIN: [redacted]

CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL DOCUMENT

SIGNATURE

ADJUSTABLE RATE BALLOON NOTE

2 Year Rate Lock

(LIBOR Six-Month Index (As Published In *The Wall Street Journal*) - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

January 4, 2007 (Date) — Honolulu (City) — Hawaii (State)

3036 Kahaina Drive #2, Honolulu, HI 96822- (Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 511,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is New Century Mortgage Corporation

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

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.675 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payments on the first day of each month beginning on March 1, 2007

My monthly payments will be based on an assumed 40-year amortization period (the "Amortization Period").

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on 02/01/2037, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 18400 Von Karman, Suite 1000, Irvine, CA 92612 [redacted]

or at a different place if required by Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. $ 3,429.02. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

1011674253

Initials: BA

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of February, 2009, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six And Fifteen Hundredth(s) percentage points (6.150%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe on the Change Date in full over the remaining Amortization Period at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Notwithstanding the Amortization Period applicable to this Note, the entire unpaid principal amount will be fully due and payable on the Maturity Date.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.675% or less than 7.675%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One And One-half percentage point(s) (1.500%) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 14.675%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

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

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

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

[redacted]

Initials AH

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

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

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

10. WAIVERS

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

11. UNIFORM SECURED NOTE

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

Initials

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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

BRETT C. KRIZUMI (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Sign Original Only)

Pay to the order of without recourse

Nor Mortgage Corporation

BY: Sohio Nady

V.P. Records Management

EXHIBIT C

R-266

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
JAN 11, 2007 08:01 AM
Doc No(s) 2007-005610

/s/ CARL T. WATANABE
REGISTRAR OF CONVEYANCES

26 2/2 Z8

After Recordation Return By: Mail [X] Pickup [ ] To:

New Century Mortgage Corporation
18400 Von Karman, Ste 1000
Irvine, CA 92612

(25) pages

[Space Above This Line For Recording Data]

MORTGAGE

MIN [redacted]

DEFINITIONS
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated January 4, 2007, together with all Riders to this document.
(B) "Borrower" is BRETT O. ARIZUMI, unmarried, as tenant in severalty

Borrower is the mortgagor under this Security Instrument.

[redacted]

Form 3012 1/01

HAWAII-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

-6A(HI) (0006).03
Page 1 of 15 Initials: BA
VMP MORTGAGE FORMS - (800)521-7291

(C) "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 mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is New Century Mortgage Corporation

Lender is a Corporation
organized and existing under the laws of California
Lender's address is 18400 Von Karman, Suite 1000, Irvine, CA 92612

(E) "Note" means the promissory note signed by Borrower and dated January 4, 2007
The Note states that Borrower owes Lender FIVE HUNDRED ELEVEN THOUSAND AND 00/100 Dollars
(U.S. $511,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 02/01/2037

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

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

[X] Adjustable Rate Rider	[X] Condominium Rider	[ ] Second Home Rider
[ ] Balloon Rider	[ ] Planned Unit Development Rider	[ ] 1-4 Family Rider
[ ] VA Rider	[ ] Biweekly Payment Rider	[X] Other(s) [specify] Prepayment Rider, ARM Rider Addendum

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

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

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

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

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

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

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

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Form 3012 1/01

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the

Bureau of Conveyances of Honolulu

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]:

See Legal Description Attached Hereto and Made a Part Hereof

Parcel ID Number: (1) 2-9-039-012 CPR 0002 which currently has the address of

[Street]

3036 Kahaloa Drive #2

Honolulu [City], Hawaii 96822- [Zip Code]

("Property Address"):

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Initials: EA [redacted]

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community

Initials: BA

Form 3012 1/01

-6A(HI) (0005).02

Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith

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Initials: BK

by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one time charge for flood zone determination, certification and tracking services; or (b) a one time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law

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requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or

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

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

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

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement

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provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

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

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received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any

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

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

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

If Lender invokes the power of sale, Lender shall give Borrower notice of sale in the manner provided in Section 15. Lender shall publish a notice of sale and shall sell the Property at the time and place and under the terms specified in the notice of sale. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waivers. Borrower relinquishes all right of dower and curtesy in the Property.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

_____ _____ (Seal)
BRETT C. ARIYUMI -Borrower

_____ _____ (Seal)
-Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

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STATE OF HAWAII, City and County of Honolulu ss:

On this 5th day of January, 2007, before me personally appeared

Brett C. Arizumi

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

My Commission Expires:

SHANA M. ONG NOTARY PUBLIC STATE OF HAWAII

Notary Public, State of Hawaii

Notary Name: Shana M. Ong

Expiration Date: July 13, 2007

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Form 3012 1/01

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GA (HI) (0005).02

MIN: [redacted]

ADJUSTABLE RATE RIDER

(LIBOR Six-Month Index (As Published In The Wall Street Journal) - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 4th day of January, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

New Century Mortgage Corporation

("Lender") of the same date and covering the property described in the Security Instrument and located at: 2036 Kahaloa Drive #2, Honolulu, HI 96822-

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 9.875 %. The unpaid principal of the Note is being amortized over an assumed 40 -year period (the "Amortization Period"). The unpaid principal of the Note is fully due and payable on the maturity date of the Note. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of February, 2009, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

Initials [redacted]

[redacted]

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new Index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six And Fifteen Hundredth(s) percentage points (6.150 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe on the Change Date in full over the remaining Amortization Period at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Notwithstanding the Amortization Period applicable to this Note, the entire unpaid principal amount will be fully due and payable on the Maturity Date.

(D) Limit on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.675 % or less than 7.675 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One And One-half percentage points (1.500 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 14.675 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

[redacted]

Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases borrower in writing.

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

BRETT R. ARIZUMI (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

[redacted]

MIN: [redacted]

ADJUSTABLE RATE RIDER ADDENDUM

(Libor Index - Rate Caps)

This Adjustable Rate Rider Addendum is made this 4th day of January 2007, and is incorporated into and shall be deemed to amend and supplement the Promissory Note (the "Note") and Mortgage, Deed of Trust or Security Deed (the "Security Instrument") and Adjustable Rate Rider (the "Rider") of the same date given by the undersigned (the "Borrower") to secure repayment of Borrower's Note to New Century Mortgage Corporation (the "Lender").

Property securing repayment of the Note is described in the Security Instrument and located at:

3036 Kahalua Drive #2, Honolulu, HI 96822.

(Property Address)

To the extent that the provisions of this Adjustable Rate Rider Addendum are inconsistent with the provisions of the Note and/or Security Instrument and/or Rider, the provisions of this Addendum shall prevail over and supersede any such inconsistent provisions of the Note and/or Security Instrument and/or Rider.

In addition to the covenants and agreements made in the Note, Security Instrument, and Rider, Borrower and Lender further covenant and agree as follows:

4. (D) LIMITS ON INTEREST RATE CHANGES

The interest rate I am required to pay at the first change date will not be greater than 9.875 % or less than 7.875 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One And One-half percentage point(s) (1.500 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 14.875 % or less than 7.875 %.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider Addendum.

BRETT C ARIZUMI

[redacted]

[redacted]

CONDOMINIUM RIDER MIN: [redacted]

THIS CONDOMINIUM RIDER is made this 4th day of January, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to New Century Mortgage Corporation (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

3036 Kahaloa Drive #2, Honolulu, HI 96822-
[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

Kahaloa Drive
[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. **Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. **Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in [redacted]

[redacted]

Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

[redacted]

Initials: BH

[redacted]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Condominium Rider.

BRETT C CARZZONI (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

MIN: [redacted]

PREPAYMENT RIDER
ADJUSTABLE RATE LOAN

This Prepayment Rider is made this 4th day of JANUARY 2007, and is incorporated into and shall be deemed to amend and supplement the Promissory Note (the "Note") and Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure repayment of Borrower's Note to New Century Mortgage Corporation (the "Lender").

To the extent that the provisions of this Prepayment Rider are inconsistent with the provisions of the Note and/or Security Instrument, the provisions of this rider shall prevail over and shall supersede any such inconsistent provisions of the Note and/or Security Instrument.

In addition to the covenants and agreements made in the Note and Security Instrument, the Borrower and Lender further covenant and agree as follows:

5. BORROWER'S RIGHT TO PREPAY

I have the right to make prepayments of principal any time before they are due. A payment of principal only is known as a "prepayment". When I make a prepayment, I will tell the Note Holder in writing I am doing so. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment.

If within 2 year(s) from the date of execution of the Security Instrument, I make a full prepayment or, in certain cases a partial prepayment, and the total of such prepayment(s) in any 12-month period exceeds TWENTY PERCENT (20%) of the original principal amount of this loan, I will pay a prepayment charge in an amount equal to the payment of six (6) months advance interest on the amount by which the total of my prepayment(s) within that 12-month period exceeds TWENTY PERCENT (20%) of the original principal amount of the loan.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Prepayment Rider.

ROBERT C ARENDT

[redacted]

NCMC
Prepay Rider - ARM (Multistate)
RE-103 (080106)

[redacted]

Legal Description

FIRST:

Apartment No. 2 (hereinafter called the "Apartment") comprising a portion of "3036 KAHALOA DRIVE", a condominium project (hereinafter called the "Project") as described in and established by Declaration of Condominium Property Regime dated October 1, 1999, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 99-163530, as the same may have been amended from time to time (hereinafter called the "Declaration") as shown on the plans of the Project recorded in said Bureau as Condominium File Plan No. 2979, as the same may have been amended from time to time (hereinafter called the "Condominium Map").

TOGETHER WITH the following appurtenant easements:

(a) An exclusive easement to use Parking Spaces as shown on said Condominium Map.

(b) Non-exclusive easements in the common elements designed for such purposes for ingress to, egress from, utility services for and support of said apartment, in the other common elements for use according to their respective purposes.

(c) Exclusive easements to use other limited common elements appurtenant thereto designated for its exclusive use by the Declaration, as amended.

SECOND:

An undivided 50% interest in all common elements of the project including the land upon which said project is located as established for said Apartment by the Declaration, as amended, or such other percentage interest as hereinafter established for said apartment by any amendments of the Declaration, as tenant in common with the other owners and tenants thereof.

Being all the property conveyed by the following:

Apartment Deed

Grantor:	Loretta H. Arizumi, unmarried
Grantee:	Loretta H. Arizumi, as Trustee of the Loretta H. Arizumi Revocable Trust Agreement dated March 30, 1995, with full power to sell, convey, mortgage, lease, etc., as to an undivided 50% interest, and Brett C. Arizumi, unmarried, as to an undivided 50% interest, as Tenants in Common
Dated:	August 11, 2003
Recorded:	September 10, 2003, in the Bureau of Conveyances of the State of Hawaii, Document No. 2003-191909.

The land(s) upon which said Condominium Project is located is described as follows:

All of that certain parcel of land (portion of the land described in and covered by Royal Patent Grant Number 161 to W.H. Rice) situate, lying and being at Manoa Valley, Honolulu, City and County of Honolulu, State of Hawaii, being LOT 4, same as being a portion of original Lot 40, of the "WOODLAWN SUBDIVISION" and thus bounded and described:

Beginning at the west corner of this piece of land, being also the south corner of Lot 3, on the northeast side of Kahaloa Road, the true azimuth and distance to the east corner of Kahaloa Road and Woodlawn Drive being 137° 12' 320.0 feet and running by azimuths measured clockwise from true South:

1.	234° 30'	262.89	feet along Lot 3;
2.	317° 12'	60.00	feet along Land Court Application No. 211;
3.	54° 30'	262.89	feet along Lot 5 to the Northeast side of Kahaloa Road;
4.	137° 12'	60.00	feet along the Northeast side of Kahaloa Road to the point of beginning and containing an area of 15,645 square feet, more or less.

Tax Map Key: 2-9-039-012, CPR 0002

EXHIBIT D

70

N-16

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
NOV 17, 2009 08:01 AM
Doc No(s) 2009-175785

/s/ NICKI ANN THOMPSON
REGISTRAR

20 1/1 22

LAND COURT

Ka REGULAR SYSTEM

After recordation, return by mail [X] or pick up [ ]
AMERICA'S SERVICING COMPANY (ASC)
MAIL CODE X7801-02T
3476 STATEVIEW BLVD
FORT MILL SC 29715

FAM

Document contains 2 pages

TITLE OF DOCUMENT: Assignment of Mortgage

TITLE NO.:

PARTIES TO DOCUMENT:

MORTGAGEE: HSBC BANK USA, NATIONAL ASSOCIATION
MORTGAGOR(S): BRETT C. ARIZUMI, UNMARRIED, AS TENANTS IN SEVERALTY

PROPERTY DESCRIPTION:

LIBER/PAGE:
DOCUMENT NO:
TRANSFER CERTIFICATE OF TITLE NO(S):

Recording Requested By
And When Recorded Mail To:

AMERICA'S SERVICING COMPANY (ASC)
MAIL CODE X7801-02T
3476 STATEVIEW BLVD
FORT MILL SC 29715

SPACE ABOVE THIS LINE FOR RECORDER'S USE

T.S. NO. 1247237-06 LOAN NO.

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to HSBC BANK USA, NATIONAL ASSOCIATION A NEW YORK CORPORATION Whose address is 3476 Stateview Blvd. Fort Mill SC 29715 all beneficial interest under that certain mortgage dated January 04, 2007, executed by BRETT C. ARIZUMI, UNMARRIED, AS TENANTS IN SEVERALTY , trustor, and recorded in Bureau of Conveyances in Regular System Document Instrument No. 2007-005610 on January 11, 2007 in Transfer Certificate Title No. XX page XX, of Official Records in the County Recorder's office of HONOLULU County, HAWAII describing land therein as

COMPLETELY DESCRIBED IN SAID MORTGAGE

together with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage.

Dated: September 15,2009

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR NEW CENTURY MORTGAGE CORPORATION

Lorrie Womack, Asst. Sec

State of California
County of San Diego

On Nov 4, 2009 before me, Julie Hanshaw, who proved to me on the basis of satisfactory evidence to be a Notary Public, personally appeared Lorrie Womack, 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)

JULIE HANSHAW
COMM. # 1850067
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
My Comm. Exp. March 7, 2010

Rev. 09/15/09

ASGNTOHI.doc

EXHIBIT E

THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII
CONVEYANCES
DOC. NO. Doc A-49271074
DATE June 28, 2013 8:02 AM

REGULAR SYSTEM

LAND COURT

(AREA ABOVE RESERVED FOR RECORDING INFORMATION)

After Recordation, Return by x Mail or ☐ Pick-up

Lloyd T. Workman, Esq.
Pite Duncan, LLP
4375 Jutland Drive, Suite 200
San Diego, CA 92117
(858) 750-7711

TITLE OF DOCUMENT: CORPORATE ASSIGNMENT OF MORTGAGE
3036 Kaholoa Drive, Honolulu, HI 96822

PARTIES TO DOCUMENT:

ASSIGNOR: HSBC BANK USA, NATIONAL ASSOCIATION

ASSIGNEE: FV-1, INC., IN TRUST FOR MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC

TAX MAP KEY: (1) 2-9-039-012-0002 (This document consists of 4 pages.)

LAND COURT REGULAR SYSTEM

RETURN BY MAIL (✓) PICKUP ( ) TO:

Christian Fenton, Esq.
Pite Duncan, LLP
4375 Jutland Dr., Suite 200
San Diego, CA 92117

TMK: (1) 2-9-039-012-0002
3036 Kaholoa Drive, Honolulu, HI 96822

CORPORATE ASSIGNMENT OF MORTGAGE

That acting herein by and through its duly authorized officers, HSBC BANK USA, NATIONAL ASSOCIATION, a New York Corporation whose address is 3476 Stateview Boulevard, Fort Mill, SC 29715, hereinafter called the "Assignor," in consideration of the sum of TEN DOLLARS ($10.00) and other valuable consideration paid to the Assignor by PV-1, INC., IN TRUST FOR MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC, a Delaware corporation whose address is 1585 Broadway, New York, NY 10036, hereinafter called the "Assignee," the receipt whereof is hereby acknowledged, and has this day Sold, Conveyed, Transferred and Assigned unto the said Assignee the hereinafter described Security Instrument.
by Morgan Stanley Mortgage Capital Holdings LLC, its attorney-in-fact

And Assignor further Grants, Sells, and Conveys unto the Assignee all the rights, title, interest and liens owned or held by Assignor in the hereafter described land by virtue of said Security Instrument herein conveyed and assigned.

TO HAVE AND TO HOLD unto the said Assignee, Assignee's heirs and assigns the following described Security Instrument together with all and singular the following mentioned lien and any and all liens, rights, equities, remedies, privileges and interest in and to said land, which Assignor has by virtue of being the legal holder and owner of said Security Instrument.

SAID SECURITY INSTRUMENT, LIENS AND LAND BEING DESCRIBED AS FOLLOWS:

One Mortgage securing a certain promissory note dated January 4, 2007, executed by Brett C. Arizumi and payable to the order of New Century Mortgage Corporation in the sum of $511,000.00. Said Mortgage is dated January 4, 2007, and executed by Brett C. Arizumi in favor of Mortgage Electronic Registration Systems, Inc., as nominee, to perfect lien only, duly recorded on January 11, 2007, in the Bureau of Conveyances of the State of Hawaii as Document No. 2007-005610, and previously assigned to Assignor pursuant to an Assignment of Mortgage recorded on November 17, 2009, in the Bureau of Conveyances of the State of Hawaii as Document No. 2009-175785, on the following described lot, tract, or parcel of land, lying and being situated in the City of Honolulu, County of Honolulu to wit:

See attached Exhibit A

To have and to hold the said Mortgage and also the said property unto the said Assignee, its successors and/or assigns, forever.

The Assignor has executed these presents on May 11, 2013

HSBC BANK USA, NATIONAL ASSOCIATION by Morgan Stanley Mortgage Capital Holdings LLC its attorney-in-fact

Name: [illegible]
Title: [illegible]

STATE OF Texas)
) ss.
COUNTY OF Dallas)

On May 11, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared [illegible] personally known to me (or proved to me on the basis of satisfactory evidence) to be [illegible] of HSBC BANK USA, NATIONAL ASSOCIATION, 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) acted, executed the instrument.
, by Morgan Stanley Mortgage Capital Holdings LLC, its attorney-in-fact

WITNESS my hand and official seal

Signature
Printed Name: Brissel Gray

Notary Public
State of Texas
Comm. Exp. 01-30-15

EXHIBIT F

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
January 9, 2014 8:02 AM
Doc No(s) A-51220856

/s/ NICKI ANN THOMPSON
REGISTRAR

KED

B-32480270

LAND COURT REGULAR SYSTEM

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After Recordation, Return by X Mail or ▫ Pick-up
Phone#: 888-576-8555

Corporation Service Company
100 Wood Hollow Dr., Ste 170
Novato, CA 94945 / 800-927-9801

Tax Parcel Number: 2-9-039-012
CPR 0002

Loan:
REF:

ASSIGNMENT OF MORTGAGE

Name and Address of Assignor:
FV-I, Inc. In trust for Morgan Stanley
Mortgage Capital Holdings LLC
1585 Broadway
New York, NY 10036

Name and Address of Assignee:
WG1 Mortgage Trust VII
900 N Michigan Ave, Suite 1900
Chicago, IL 60611

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, the undersigned, FV-I, Inc. In trust for Morgan Stanley Mortgage Capital Holdings LLC , "Assignor", whose address is above, does hereby grant, sell, assign, transfer and convey to WG1 Mortgage Trust VII , "Assignee", whose address is above, all interest of the undersigned Assignor in and to the following described Mortgage:

Date of Mortgage 1/4/2007 Executed by (Mortgagor(s)) Brett C. Arizumi To and In Favor of MERS, Inc. as nominee for New Century Mortgage Corporation. Filed of Record in Document Number 2007-005610 in the Office of Assistant Registrar of the Land Court of the State of Hawaii in the Bureau of

Conveyances on 1/11/2007. Property: As described in the Deed of Trust. Given: to secure a certain Promissory Note in the amount of $511,000.00.

Together with the note(s) and obligations therein described or referred to, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Mortgage.

TO HAVE AND TO HOLD the same unto Assignee and unto its successors and assigns forever, subject only to the terms and conditions of the above-described Mortgage.

Assignor is the present holder of the above-described Mortgage.

IN WITNESS WHEREOF, this instrument was executed, signed and delivered by the undersigned on this the 13th day of December 2018.

FV-I, Inc. In trust for Morgan Stanley Mortgage Capital Holdings LLC

By: Aaron Saunders
Title: Authorized Signatory

STATE: Texas
COUNTY: Collin

On this 13 day of December, 2019, before me, the undersigned, a Notary Public in and for the above said state, duly commissioned and sworn, personally appeared Aaron Saunders (name), to me personally known to be the Authorized Signatory (title) of said corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said corporation, for the uses and purposes therein mentioned, and an oath stated that Aaron Saunders (name) authorized to execute that said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and seal the day and year first above written.

(Notary Public Signature)

Nicole Roseline Turner
(Printed name)

(Seal, if any)

NICOLE ROSELINE TURNER
Notary Public, State of Texas
My Commission Expires
June 10, 2021

EXHIBIT G

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED April 08, 2014 08:02 AM
Doc No A52110648

/s/ NICKI ANN THOMPSON, REGISTRAR
KHD 2

REGULAR SYSTEM

LAND COURT

(AREA ABOVE RESERVED FOR RECORDING INFORMATION)

After Recordation, Return by [X] Mail or [ ] Pick-up Phone#:

FILL IN NAME AND ADDRESS BELOW:
Record & Return To:
Corporation Service Company
100 Wood Hollow Drive, Ste 170
Novato, CA 94945
800-645-0683

DOCUMENT CONTAINS 1 PAGES

Loan #: WG00002590
Deal Name: HG - MS1013A
HI, Hawaii - Regular System
S211019ASG
REF83231471

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, the undersigned, WGI Mortgage Trust VII, 900 N Michigan Avenue, Ste 1900, Chicago, IL, 60611, herein ("Assignor"), does hereby grant, sell, assign, transfer and convey, without recourse unto US Bank Trust, National Association as Trustee for WGI Mortgage Trust VII, Series 2013-1, 17 E. Monroe Street, Ste 158, Chicago, IL 60603 herein ("Assignee") that certain MORTGAGE referenced below:

Borrower: Brett C. Arizumi, unmarried, as tenant in severalty
Dated: 01/04/2007 Recorded: 01/11/2007 Instrument: 2007-005610
Loan Amount: $511,000.00
Property: 3036 Kahalaa Dr, Honolulu, HI 96822

Together with the note(s) and obligations therein described or referred to, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said document referenced above.
TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the document above described

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered effective 2-18-14

WGI Mortgage Trust VII

By:
Name: Brian Duggan
Title: Managing Director

State of Illinois
County of Cook

On 2-18-14 before me, R E Miller, Notary Public, personally appeared Brian Duggan, Managing Director of WGI Mortgage Trust VII who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public: R E Miller
My commission expires: 11-19-2015

OFFICIAL SEAL
R E MILLER
Notary Public - State of Illinois
My Commission Expires Nov 19, 2015

EXHIBIT H

ASC
AMERICA'S SERVICING COMPANY

LOAN MODIFICATION AGREEMENT
LOAN NUMBER: [redacted]

THIS LOAN MODIFICATION AGREEMENT ("Agreement"), made on April 22, 2010, by and between Brett C Arizumi and and (the "Borrower(s)") and America's Servicing Company (the "Lender", together with the Borrower(s), the "Parties").

WITNESSETH:

WHEREAS, Borrower has requested and Lender has agreed, subject to the following terms and conditions, to a loan modification as follows:
NOW THEREFORE, in consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows (notwithstanding anything to the contrary in the Note and Security Instrument dated 01/04/2007.)

1. BALANCE. As of April 22, 2010, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. $ 505,969.15.

2. EXTENSION. This Agreement hereby modifies the following terms of the Note and Security Instrument described herein above as follows:

A. The current contractual due date has been extended from 07-01-09 to 07/01/2010. The first modified contractual due date is on 07/01/2010.

B. The maturity date has been extended from 02-37 (month/year) to 02/01/2037.

C. The amount of interest to be included (capitalized) will be U.S. $ 38,833.
The amount of the Escrow Advance to be capitalized will be U.S. $2,314.03.
The amount of Recoverable Expenses* to be capitalized will be U.S. $0.00.
The modified Unpaid Principal Balance is U.S. $ 547,116.26.
* Recoverable Expenses may include, but are not limited to: Title, Attorney fees/costs, BPO/Appraisal, and/or Property Preservation/ Property Inspections

D. The Borrower(s) promises to pay the Unpaid Principal Balance plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance of U.S. $ 547,116.26. The Borrower(s) promises to make monthly payments of principal and interest of U.S. $ 2,938.83, at a yearly rate of 4.500%, not including any escrow deposit, if applicable. If on the maturity date the Borrower(s) still owes an amount under the Note and Security Instrument, as amended by this Agreement, Borrower(s) will pay this amount in full on the maturity date.
* (If applicable, all scheduled step rate changes according to your Note and Security Instrument will remain unchanged.)

3. NOTE AND SECURITY INSTRUMENT. Nothing in this Agreement shall be understood or construed to be a satisfaction or release, in whole or in part of the Borrower's obligations under the Note or Security Instrument. Further, except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and shall comply with, all of the terms and provisions thereof, as amended by this Agreement.

4. The undersigned Borrower(s) acknowledge receipt and acceptance of the Loan Modification Settlement Statement. Borrower(s) agree with the information disclosed in and understand that I/we am/are responsible for payment of any outstanding balances outlined in the Loan Modification Settlement.

5. The undersigned Borrower(s) acknowledge receipt and acceptance of the Borrower Acknowledgements, Agreements, and Disclosures Document (BAAD).

6. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Truth in Lending statement.

7. If included, the undersigned Borrower(s) acknowledge receipt and acceptance of the Special Flood Hazard Area (SFHA).

8. That (he/she/they) (is/are) the Borrower(s) on the above-referenced Mortgage Loan serviced by America's Servicing Company.

That (he/she/they) have experienced a financial hardship or change in financial circumstances since the origination of (his/her/their) Mortgage Loan.

That (he/she/they) did not intentionally or purposefully default on the Mortgage Loan in order to obtain a loan modification.

LM521/VMS/2

041

ASC
AMERICA'S SERVICING COMPANY

CORRECTION AGREEMENT. The undersigned borrower(s), for and in consideration of the approval, closing and funding of this Modification, hereby grants America's Servicing Company, as lender, limited power of attorney to correct and/or initial all typographical or clerical errors discovered in the Modification Agreement required to be signed. In the event this limited power of attorney is exercised, the undersigned will be notified and receive a copy of the document executed or initialed on their behalf. This provision may not be used to modify the interest rate, modify the term, modify the outstanding principal balance or modify the undersigned's monthly principal and interest payments as modified by this agreement. Any of these specified changes must be executed directly by the undersigned. This limited power of attorney shall automatically terminate in 120 days from the closing date of the undersigned's Modification. (Borrower initial)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as the date first above written.

By signing this Agreement I hereby consent to being contacted concerning this loan at any cellular or mobile telephone number I may have. This includes text messages and telephone calls including the use of automated dialing systems to contact my cellular or mobile telephone. You will not be billed by your cellular or mobile carrier for any text messages you may receive from us, however, any calls we place to your cellular or mobile phone will incur normal airtime charges assessed by your mobile carrier.

Dated as of this 03 day of May, 2010.

Brett A. Arizumi
Signature

Signature

America's Servicing Company

Name:

Its:

LM527/VMS/3

ASC
AMERICA'S SERVICING COMPANY
X7801-01H
3476 Stateview Boulevard
Ft. Mill, South Carolina 29715

ARIZUMI,BRETT C
PO BOX 61657
HONOLULU HI, 96839

NOTE MODIFICATION

Please read this letter carefully and keep a copy for your records. It reflects a beneficial change to the terms of your mortgage loan.

Re: Mortgage Loan Number 106 - [redacted]
Modification of Your Mortgage Loan to a Fixed Interest Rate

11/16/07

Dear ARIZUMI,BRETT C :

America's Servicing Company is the servicer of your mortgage loan. We recognize the difficulties currently being experienced by many homeowners with adjustable rate mortgages that are scheduled to adjust to higher rates in the near future. That is why America's Servicing Company is implementing a program designed to help borrowers like you by modifying your loan from an adjustable-rate loan to a fixed-rate loan.

As you recall, on 1/4/2007, you took out a 30-year loan in the original principal amount of $511000 with an initial fixed interest rate for the first 2 years of the loan. Upon the expiration of this initial period, the interest rate on your loan would begin to adjust periodically to a higher rate. Your loan was evidenced by a note and secured by a mortgage on your property at 3036 KAHOLOA DR 2 HONOLULU HI, 96822-0000

Your current initial interest rate is 7.6749999999999998%. Through this modification, America's Servicing Company will keep this interest rate fixed for the entire

term of your loan. ***This rate is the lowest rate that you can be charged under the terms of your loan documents and will not adjust at any point in the future. This change is beneficial to you.*** As a result of this change, you will pay a lower interest rate than you would pay if the rate had adjusted in accordance with the original terms of your loan.

Please note the following important details:

- You will not pay any additional fees in connection with this modification.
- Your rate will remain fixed at the rate that you are currently paying for the entire term of your loan. This rate is the lowest possible rate under the current terms of your mortgage note. In other words, if the terms of your loan were left unchanged, you could never pay less than this rate, even if the index used to calculate your interest rate were to decrease. Therefore, you are not giving up any possible decrease in your interest rate.
- The number of mortgage payments originally scheduled for your loan will not change.
- While we request that you read this letter carefully and maintain a copy for your files, no further action is required on your part. America's Servicing Company will automatically fix your rate even if you do nothing.
- This document will be kept by America's Servicing Company in your loan file to evidence this modification to your loan terms.

America's Servicing Company remains committed to helping borrowers and promoting homeownership.

Very truly yours,

America's Servicing Company

EXHIBIT I

America's Servicing Company
P.O. Box 9039
Temecula, CA 92589-9039

Return Address only
Do not send payments to this address

August 15, 2010

BRETT C ARIZUMI
P.O. BOX 61657
HONOLULU, HI 96839-1657

Dear Borrower(s):

Our records indicate that your loan is in default for failure to make payments due. Unless the payments on your loan can be brought current by September 14, 2010, it will become necessary to require immediate payment in full (also called acceleration) of your Mortgage Note and pursue the remedies provided for in your Mortgage or Deed of Trust, which include foreclosure.

To correct the default you must pay the total delinquency against your account, which as of today's date is:

Past Due Payments	$	$6,224.80
Late Charge Balance	$	$146.94
Other Fees	$	$1,786.28
Unapplied Funds	$	$0.00
Total Delinquency as of August 15, 2010	$	$8,158.02

To avoid the possibility of acceleration, you must pay this amount on or before September 14, 2010 in CERTIFIED funds, to America's Servicing Company, 1200 W 7th Street, Suite L2-200, Los Angeles, CA 90017. For the loan to be current and not in default, any additional monthly payments, late charges and other charges that may be due under the note, mortgage and applicable law after the date of this notice must also be paid.

If funds are not received by the above referenced date, we will proceed with acceleration. Once acceleration has occurred, we may take steps to terminate your ownership in the property by a foreclosure proceeding, which could result in Lender or another person acquiring ownership of the property. If foreclosure is initiated, you have the right to argue that you did keep your promises and agreements under the Mortgage Note and Mortgage, and to present any other defenses that you may have.

You have the right to reinstate your Mortgage Note and Mortgage or Deed of Trust after acceleration, and to have enforcement of the Mortgage discontinued and to have the Mortgage Note and Mortgage remain fully effective as if acceleration had never occurred. However, any future negotiations attempting to reinstate your loan or any payment of less than the full amount due shall not require America's Servicing Company's waiver of the acceleration unless otherwise agreed to, in writing, by America's Servicing Company.

We are required by federal law to notify you of the availability of government approved home ownership counseling agencies designed to help homeowners avoid losing their home. To obtain a list of approved counseling agencies for your

state please call 1-800-569-4282. We urge you to give this matter your immediate attention.

If you would like to discuss the present condition of your loan, or if we can be of further assistance, please call one of our Loan Service Representatives at 800-842-7654, Mon. - Fri. 8:00 AM - 6:00 PM in your time zone.

Sincerely,

America's Servicing Company
Default Management Department

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge of this debt in bankruptcy or are currently in a bankruptcy case, this notice is not intended as an attempt to collect a debt and, this company has a security interest in the property and will only exercise its rights as against the property.

13723.186.DAY30.NT.41

EXHIBIT J

SERVICING CORPORATION

323 FIFTH STREET (95501)
P.O. BOX 35
EUREKA, CA 95502
(800) 603-0836

March 12, 2015

BRETT C ARIZUMI
PO BOX 61657
HONOLULU, HI 96839
Your Reference:

Re: 0000257779
BRETT C ARIZUMI
3036 KAHOLOA DRIVE
HONOLULU, HI 96822

Pay off figures for the above referenced loan/borrower are:

Projected Payoff Date	04/11/2015
Principal Balance	$547,116.26
Interest to 03/11/2015	$119,672.55
Other Fees Attached Detail	$1,681.23
Prepayment Penalty	$0.00
Funds owed by Borrower	$ 369.00
Funds owed to Borrower	$0.00
Total Payoff	$668,739.04
Per diem	$ 67.45

The next payment due is 07/01/2010. The current interest rate is 4.5000% and the P&I payment is $2,938.83.

PAY OFF INSTRUCTIONS/INFORMATION:

- Pay off figures are subject to change so please call 800-603-0836 to update these figures prior to remitting funds.
- Funds received after 12:00 noon will be processed on the next business day and interest will be charged through that date.
- All pay off figures are subject to clearance of funds in transit. The pay off is subject to final audit when presented.
- Please provide the borrower's forwarding address so any overpayment or refund can be directly mailed to the borrower.
- We will prepare the release of our interest in the property after all funds have cleared.

REMITTANCE INFORMATION:

Make checks payable to: WG2 Mortgage Trust VII, Series 2013-1

Mailing Address:

SN Servicing Corporation
WG2 Mortgage Trust VII, Series 2013-1
PO BOX 660820
DALLAS, TX 75266

Express/Overnight Mail Address:

Bank of Texas
REMITTANCE SERVICES #41548
2250 STATE HWY 114 W
GRAPEVINE, TX 76051

Wiring Instructions:

WG2 Mortgage Trust VII, Series 2013-1, Wells Fargo, ACCT #4121053573, ABA#121000248

SN Servicing Corporation

Late Charges - Escrow

PAYOFF DETAIL

257779

DESCRIPTION OF OTHER		AMOUNT
LATE CHARGES		$140.23
ATTORNEYS FEES		$0.00
FORECLOSURE EXPENSES		$0.00
LEGAL EXPENSES		$0.00
FORCE PLACE INSURANCE		$0.00
FORCE PLACE FLOOD INSURANCE		$0.00
PRIOR SERVICER ESCROW ADV		$1,040.91
DISCOUNTED SETTLEMENT AMOUNT		$0.00
PRIOR SERVICER LATE FEES		$0.00
PRIOR SERVICER MISC FEES		$0.00
PRIOR SERVICER CORPORATE ADVANCE		$0.00
PRIOR SERVICER CORPORATE ADVANCE		$0.00
PRIOR SERVICER CORPORATE ADVANCE		$0.00
FORBEARANCE PRINCIPAL		$0.00
FORBEARANCE INTEREST		$0.00
FORBEARANCE LATE		$0.00
FORBEARANCE OTHER		$0.00
FORBEARANCE FORECLOSURE EXPENSES		$0.00
FORBEARANCE LEGAL FEES		$0.00
FORBEARANCE LEGAL EXPENSES		$0.00
FORBEARANCE FORCE PLACE INSURANCE		$0.00
NSF FEES		$0.00
PROPERTY TAXES CURRENT		$0.00
PROPERTY TAXES DELINQUENT		$0.00
ELECTRONIC PAYMENT FEE		$0.00
MISC FEES		$0.00
PROPERTY INSPECTIONS		$0.00
TITLE COSTS		$0.00
RECORDING FEE		$0.00
APPRAISAL		$0.00
MARKET ANALYSIS		$0.00
PROCESS		$0.00
SALES COSTS		$0.00
PRIOR FAX		$0.00
PRIOR RUSH		$0.00
PRIOR PAYOFF PROCESSING FEES		$0.00
DEFERRED PRINCIPAL		$0.00
		$1,581.23 TOTAL

Tax

FUNDS OWED FROM BORROWER

	DESCRIPTION	AMOUNT
ASSISTANCE ADVANCE	Taxes	$0.00
ASSISTANCE ADVANCE		$0.00
ASSISTANCE ADVANCE		$0.00
ESCROW ADVANCE	Short Payment	$0.00
ESCROW ADVANCE	Taxes / PMI / Insurance	$369.00
		$369.00 TOTAL

Force Place Insurance

FUNDS OWED TO BORROWER

	DESCRIPTION	AMOUNT
UNAPPLIED		$0.00
ESCROW		$0.00
INTEREST ON ESCROW		$0.00
OTHER FUNDS		$0.00
STIPULATION UNAPPLIED		$0.00
LOSS DRAFT		$0.00
		$0.00 TOTAL

323 Fifth Street, P O Box 35, Eureka, CA 95501

SN Servicing Corporation

REINSTATEMENT LETTER

To:	Donna Davis	From:	PAYOFF DEPARTMENT
		Pages:	
Fax:		Date:	03/12/15
Re:	257779 - Arizumi	CC:	

Good Thru 04/11/15

58	PAYMENTS DUE 07/01/10 thru 04/01/15	$2,938.83	170,452.14
	LATE FEES		440.82
	PRIOR SERVICER ESCROW ADVANCES		1,140.41
	[illegible]		[illegible]

REINSTATEMENT TOTAL **$172,402.37**

The following figures are subject to final verification by the note holder. The mortgagee reserves the right to withhold the issuance of the satisfaction of mortgage until all funds due are received by our office.

PAY OFF INSTRUCTIONS/INFORMATION:

- Pay off figures are subject to change so please call 800-603-0836 to update these figures prior to remitting funds.
- Funds received after 12:00 noon will be processed on the next business day and interest will be charged through that date.
- All pay off figures are subject to clearance of funds in transit. The pay off is subject to final audit when presented.
- Please provide the borrower's forwarding address so any overpayment or refund can be directly mailed to the borrower.
- We will prepare the release of our interest in the property after all funds have cleared.

REMITTANCE INFORMATION:

Make checks payable to: WG1 Mortgage Trust VII

Mailing Address:
SN Servicing Corporation
WG1 Mortgage Trust VII
PO BOX 660820
DALLAS, TX 75266

Express Mail Address:
REMITTANCE SERVICES #41548
2250 STATE HWY 114 W
GRAPEVINE, TX 76051

Wiring Instructions: Lockbox #4121053573 ABA #121000248 Investor ID: 7046 Investor Name: WG1 Mortgage Trust VII

EXHIBIT K

Department of Defense Manpower Data Center

Results as of : May-13-2015 07:30:18 AM

SCRA 3.0

Status Report
Pursuant to Servicemembers Civil Relief Act

Last Name: ARIZUMI

First Name: BRETT

Middle Name: C.

Active Duty Status As Of: May-13-2015

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Mary M. Snavely-Dixon

Mary M. Snavely-Dixon, Director
Department of Defense - Manpower Data Center
4800 Mark Center Drive, Suite 04E25
Arlington, VA 22350

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenselink.mil" URL: http://www.defenselink.mil/faq/pis/PC09SLDR.html. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Certificate ID: H6R9101EY148FF0

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

US BANK TRUST, NATIONAL ASSOCIATION AS TRUSTEE FOR WG2 MORTGAGE TRUST VII, SERIES 2013-1, Plaintiff, v.	CIVIL NO. 14-1-1769-08 (BIA) (Foreclosure) **NOTICE OF HEARING MOTION**
BRETT C. ARIZUMI; CITIFINANCIAL, INC.; DEPARTMENT OF TAXATION, STATE OF HAWAII; UNITED STATES OF AMERICA; HAWAII LAW ENFORCEMENT FEDERAL CREDIT UNION FKA HONOLULU POLICE FEDERAL CREDIT UNION, RENE MATSUURA, ZACHARY KONDO, IVY ROOT, AND RADFORD REAL; ASSOCIATION OF APARTMENT OWNERS OF 3036 KAHALO DRIVE; and DOES 1 through 20, inclusive, Defendants.	**HEARING MOTION** HEARING DATE: HEARING TIME: JUDGE: Honorable Bert I. Ayabe TRIAL: No Date Set

NOTICE OF HEARING

TO: BRETT C. ARIZUMI; CITIFINANCIAL, INC.; DEPARTMENT OF TAXATION, STATE OF HAWAII; UNITED STATES OF AMERICA; HAWAII LAW ENFORCEMENT FEDERAL CREDIT UNION FKA HONOLULU POLICE FEDERAL CREDIT UNION, RENE MATSUURA, ZACHARY KONDO, IVY ROOT, AND RADFORD REAL; and ASSOCIATION OF APARTMENT OWNERS OF 3036 KAHALO DRIVE:

NOTICE IS HEREBY GIVEN that the foregoing Motion shall come on for hearing before the Honorable Bert I. Ayabe, Judge of the above-entitled court, in his courtroom, located at Ka'ahumanu Hale, 777 Punchbowl Street, Honolulu, Hawaii 96813, on 7/29/15,

at 9:00 am, or as soon thereafter as counsel can be heard.

Dated: San Diego, California, May 13th, 2015.

LLOYD T. WORKMAN
Attorney for Plaintiff
US BANK TRUST, NATIONAL ASSOCIATION
AS TRUSTEE FOR WG2 MORTGAGE TRUST
VII, SERIES 2013-1