

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO

CHRISTINE BISH

Petitioner,

v.

COURTNEY BAILEY-KANELOS, REGISTRAR OF VOTES
SACRAMENTO COUNTY

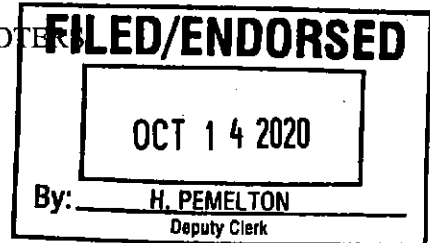
Respondent,

DORIS O. MATSUI,

Real Party in Interest

Sacramento County Superior

Court No. **34-2020-80003504**



FILED
DROPPED BOX
OCT 14 PM 2:25
SACRAMENTO COUNTY
CLERK'S OFFICE

**PETITION FOR WRIT OF MANDATE
AND POINTS AND AUTHORITIES**

TO THE HONORABLE JUDGE PRESIDING IN THE SUPERIOR
COURT OF SACRAMENTO COUNTY

(SBN: 113298)

Zinicola

Michael J. Zinicola -

Law Office of Michael J.

770 L Street, Suite 950

Christine Bish

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PETITION

1. The Petitioner is Christine Bish, a candidate for election to the 6th Congressional district.
2. Respondent, Courtney Bailey-Kanelos is the Registrar of Voters Sacramento County.
3. Real Party in Interest is Doris O. Matsui is a candidate for The U.S. Congress from the sixth Congressional district of California.
4. This writ centers on the certification of Doris O. Matsui as a candidate for The U.S. Congress from the sixth Congressional district of California. Petitioner filed a challenge to the certification of Doris Matsui's candidacy and was informed that the Registrar of Voters would take no action on the challenge but merely forward it to the Secretary of State of California. The Secretary of State has opened a criminal investigation but has taken no action on the certification of Matsui as a candidate for the 6th Congressional district. (See Declaration of Christine Bish attached as Exhibit "1") It is the statutory duty of Registrar of Voters, pursuant to the Election Code of California, to confirm the residency and other qualifications of each candidate prior to certification and to investigate any and all evidence that the candidate is not qualified.

5. As evidenced in the Declaration of Christine Bish filed herewith, Doris Matsui moved from California in 1979 to 5800 Kennedy Dr. Chevy Chase, Maryland, where she continuously resided until April of 2020 when she married Roger W. Sant and moved to Washington D.C. As exhibits A- L to the declaration and notarized challenge show, she has repeatedly taken actions which clearly demonstrate her intent was to make her domicile and resident in Chevy Chase, Maryland, until moving to 2929 N Street N.W. Washington D.C. , to reside with her new husband, Roger W. Sant.
6. Petitioner meets the requirements for filing a writ of mandate pursuant to Code of Civil Procedure section 1086. There is (1) a clear, present and ministerial duty upon the part of the respondent, and (2) a clear, present and beneficial right in the petitioner to the performance of that duty. Petitioner does not have any plain, speedy and adequate remedy at law as the Registrar has taken no action on the challenge to Matsui's qualifications..
7. As stated in the declaration of Christine Bish filed herewith and the evidence attached in the exhibits clearly establishes, Doris Matsui, was not legally registered to vote in 1979 and has never re-registered to vote since. In addition, she has established her residency/ domicile in the State of Maryland and has reaffirmed that residency several times over the years.(See declaration Of Christine Bish Exhibit "1") Bish did not allege any criminal activity on the part of Ms. Matsui and has no interest in whatever the Secretary of State's Office investigating her. Petitioner is filing this petition to force the Registrar of Voters to do their statutory duty to investigate the qualifications of a candidate. Petitioner is also requesting that the Registrar of Voters not certify the election results until after a complete investigation of status of Doris Matsui as a legally registered voter and residence in the 6th Congressional District of California can be established or decertify her as a candidate.
8. Respondent is charged under Elections Code section 8040 to determine whether Ms. Matsui is domiciled in California. The Sacramento County Registrar of Voters was presented with a challenge to the qualifications of Real Party in Interest to be a candidate for the sixth Congressional district of California. That challenged required the Registrar of Voters to determine if Real Party in Interest satisfied the residency requirement. As stated more fully in the Declaration of Christine Bish, no decision was ever made and the matter was referred to the Secretary of State which indicated that Petitioner should file a complaint form which she did. Petitioner subsequently received a letter stating that the Secretary of State was opening a criminal investigation but Bish may want to hire an attorney instead.
9. Petitioner seeks, by this Writ, an order that the Registrar of Voters For Sacramento County immediately investigate the qualifications and residency of Doris Matsui as a candidate for 6th congressional district of California.

Dated: October 13, 2020 LAW OFFICE OF MICHAEL J. ZINICOLA


MICHAEL J. ZINICOLA, Attorney for


Petitioner

VERIFICATION OF PETITIONER

I, Christine Bish do hereby declare that I have read the foregoing

petition and the exhibits attached thereto, and I know the contents thereof to be true based upon my own personal knowledge and having been present and participated in the challenged proceedings alleged herein, and my reading of the attached exhibits.

Dated: October 13, 2020



Christine Bish

**POINTS AND AUTHORITIES
IN SUPPORT OF WRIT OF MANDATE**

Mandate requirements are met. Code of Civil Procedure section 1086 provides that "The writ must be issued in all cases where there is not a plain, speedy, and adequate remedy, in the ordinary course of law. It must be issued upon the verified petition of the party beneficially interested." As the court stated in *Arntz v. Superior Court*, (2010) 187 Cal. App. 4th 1082, 1089, the issues of a person's eligibility to run for public office and the correct administration of public elections are clearly weighty matters of public interest. Like the present case here, in *Arntz*, the issue was whether incumbent Alioto-Pier was qualified to run for election. In her case she had served a four year term after having serving a partial two year term of before that. *Id.* at 1087 - 1088. The San Francisco Charter prohibited a candidate from running for a third term if that candidate served one four year term and a partial term that was more than two years in length. The practice of counting service of less than four years as a full term was known as "rounding up," which applied in this case. *Id.* at 1085.

The San Francisco election officials refused to put Alioto-Pier's name on the ballot. *Id.* at 1085. A trial court ruled that Alioto-Pier could run for another four year term thus reversing the decision of election officials. The appellate court issued a peremptory writ of mandate upholding the decision of election officials refusing to put the supervisor's name on the ballot. *Id.* at 1085.

Here the Petitioner meets the three requirements for issuance of a writ of mandate as stated in *Flora Crane Service, Inc. v. Ross*, (1964) 390 P. 2d

193, 203 - 204: "(1) a clear and present ministerial duty of the defendant to do an act which the law specially enjoins (Code Civ. Proc., § 1085; *Faulkner v. California Toll Bridge Authority* (1953) 40 Cal.2d 317, 326 [3] [253 P.2d 659]), and (2) a substantial beneficial interest of the plaintiff in the performance of that duty (Code Civ. Proc., § 1086; *Parker v. Bowron* (1953) 40 Cal.2d 344, 351 [8-9] [254 P.2d 6])." The *Ross* court also included the third requirement that a plaintiff lack of any plain, speedy and adequate remedy in the usual course of law. *Id.* at 203. The ministerial duty that the Registrar of Voters is specifically required to perform under Elections Code section 8040 is to determine whether Ms. Matsui is domiciled in California. There are only two choices, either she or she isn't a domiciliary of California.

The plaintiff herein does not have any plain speedy and adequate remedy in law. There was no written decision from which to appeal and there is no appeal procedure specified in the County Code. The only mention of the Registrar of Voters is in Sacramento County Code Chapter 2.73, sections 2.73.010 - 2.73.030 describing the duties of the Registrar of Voters. Here the registrar of voters is required to verify the address of a candidate particularly when a voter lodges a written challenge to the qualifications of a candidate for office which Plaintiff did on August 31, 2020. See letter dated August 31, 2020, at pages 5 - 6 of submissions to Sacramento and Yolo Counties. The registrar of voters in each county has no procedure to appealing the failure to respond to a challenge and therefore has no ability to appeal the failure to make a decision on a challenge.

The ministerial duty that was not performed at all is that of verifying whether the candidate's address was within the appropriate political subdivision as required by Elections Code section 8040. The substantial interest of the plaintiff in the performance of that duty is that the choices on the election ballot in which she is a candidate will affect the choices that voters are able to make in the election.

PRAYER

Petitioner seeks, by this Writ, an order that the Registrar of Voters For Sacramento County immediately investigate the qualifications of Doris Matsui

as a candidate for 6th Congressional district of California.

Respectfully submitted

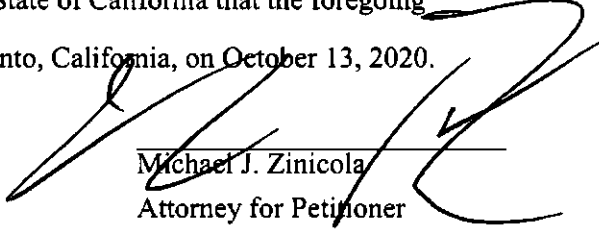
Dated: October 13, 2020 LAW OFFICE OF MICHAEL J. ZINICOLA


MICHAEL J. ZINICOLA, Attorney for

Petitioner

CERTIFICATE OF WORD COUNT (Rule 8.204)

I, Michael J. Zinicola, counsel for petitioner, certify pursuant to the California Rules of Court, that the word count for this document is 2,758 words, excluding the tables, this certificate, and any attachment permitted under rule 8.204(d). This document was prepared in Word Perfect, and this is the word count generated by the program for this document. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed, at Sacramento, California, on October 13, 2020.


Michael J. Zinicola
Attorney for Petitioner

**DECLARATION OF CHRISTINE BISH
IN SUPPORT OF WRIT OF MANDAMUS**

I, Christine Bish, declare as follows:

1. I am a Candidate for the United States Congress for the 6th District of California and I challenge the certification of my opponent, Doris Matsui, as a candidate for the United States Congress for the 6th District of California because she is not a resident of California and her domicile and residence is outside the state of California. I was told by the Registrar of Voters for both Sacramento and Yolo Counties that they would merely forward the challenges to the Secretary of State Office. The Secretary of State Office requested that I file a complaint form which I did. I then received a letter stating that they were opening a criminal investigation but I may want to hire an attorney for my situation.

2. Doris Matsui moved from California in 1979 to 5800 Kennedy Dr. Chevy Chase, Maryland, where she continuously resided until April of 2020 when she married Roger W. Sant and moved to Washington D.C. As the attached exhibits (A- L) of the submissions to Sacramento and Yolo Counties and notarized challenge show, she has repeatedly taken actions which clearly demonstrate her intent was to make her domicile and resident in Chevy Chase, Maryland, until moving to 2929 N Street N.W. Washington D.C. , to reside with her new husband, Roger W. Sant.

3. In June of 1979 Matsui purchased the home located at 5800 Kennedy Ave. In Chevy Chase, MD. In September 1979 Matsui sold home at 1340 Gagle Way, Sacramento, CA, In November of 1979 Matsui registered to vote using her Father in law's address at 4230 Warren ave. in Scaraamento, CA although she never lived there. Therefore, she registered to vote in California after she established her residence in Maryland. Matsui has never re-registered since November of 1979 when she was not qualified to register.

4. In March of 1989 Matsui received 4230 Warren Ave. 10 years after she registered to although she never lived there or claimed the tax exemption for a primary residence. In 1995 Matsui borrowed \$75,000. using Warren Ave as collateral listing it as 2nd home. In 2005 Matsui entered the congressional race using Warren Ave as her residence while claiming her Kennedy Ave. In Chevy Chase MD as her primary residence according to tax records.

5. Doris Matsui claimed a tax exemption based on a claim that her residence in Chevy Chase Maryland was her primary residence for the years 2000 to 2009. When a Congressional ethics committee investigation was launched in 2008, she claimed it was a mistake and repaid the \$2,800.00 in taxes to the State of Maryland. She once again claimed the primary residence exemption for the year 2010. Doris Matsui has never claimed a tax exemption for the 4230 Warren Ave. address in Sacramento, California, which she inherited and in fact has never lived there despite her use of that address to attempt to qualify for Congressional office.

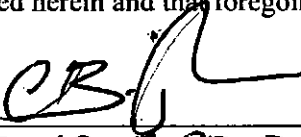
6. In 2017, Doris Matsui signed a statement under oath that the 5800 Kennedy Dr. Chevy Chase, Maryland, was her primary residence for the purpose of

obtaining a mortgage loan. At the time she signed the statement under oath she was a member of Congress from California. If her statement to Citi Bank under oath was true and correct then she was not qualified to be a candidate for the 2018 election to Congress from California. Further, she is disqualified from this election pursuant to California Election Code.

7. On August 17, 2020, Doris Matsui purchased real property in Sacramento, CA, some 10 days after the 88 days before the election requirement of Election Code 8550 to declare residency in the 6th Congressional District. This attempt to established residency was too little too late.

8. Since 1979, Doris Matsui has repeatedly shown her intent was to make her domicile and her primary residence in the State of Maryland prior to April of 2020 and now in the District of Columbia with her billionaire husband. Pursuant to the election Code of California, Doris Matsui is not qualified to run for Congressional Office in California and I hereby challenge her certification as a candidate. (see Exhibits A-L)

I declare under penalty of perjury that I have personal knowledge of the facts stated herein and that foregoing is true and correct.


DATED: 10-13-2020 CHRISTINE BISH

PROOF OF SERVICE

CASE: Christine Bish v. Jesse Salinas, Registrar of Voters Yolo County
NO: Yolo Superior Court No.

The undersigned certifies and declares:

I am over the age of 18 years, and not a party to this action. My business address is Law Office of Michael J. Zinicola, 770 L Street, Suite 950, Sacramento, CA 95814, which is located in Sacramento County.

On this date, I served the within **WRIT OF MANDATE** on all the parties in action as indicated below by causing an original or true copy thereof to be

_____ placed in sealed envelope(s), with postage thereon fully prepaid for deposit in the United States Postal Service, addressed as indicated below and

_____ at my place of business, placed for collection, processing, and mailing on that date following ordinary business practices. I am readily familiar with the business practice at the Law Office of Michael J. Zinicola, for collection and processing of correspondence for mailing with the United

States Postal Service. Pursuant to such practice, correspondence so collected and processed is deposited with the United States Postal Service that same day in the ordinary course of business.

_____ deposited same for mailing with the United States Postal Service.

_____ By USPS Priority Mail

XX by personal service.

COURTNEY BAILEY-KANELOS Doris O. Matsui
REGISTRAR OF VOTERS 501 I Street, Suite 12-600
SACRAMENTO COUNTY Sacramento, CA 95814
Voter Registration and Elections
7000 65th Street, Suite A
Sacramento, CA 95823

email
Sacramento 4 Doris@gmail.com

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

Executed on October 14, 2020.

Zinicola



Michael J.

EXHIBITS "A"-"L"

Sacramento County Voter Registration and Elections Office

In the matter of

**Christine Bish. Challenge to the Certification of Doris O. Matsui as
Candidate for the United States Congress for the 6th District of
California.**

**Christine Bish
c/o Bish for Congress
8121 Golden Vista Way
Antelope CA 95843**

Yolo County Voter Registration and Elections Office

In the matter of

**Christine Bish. Challenge to the Certification of Doris O. Matsui as
Candidate for the United States Congress for the 6th District of
California.**

**Christine Bish
c/o Bish for Congress
8121 Golden Vista Way
Antelope CA 95843**

DECLARATION OF CHRISTINE BISH IN SUPPORT OF CHALLENGE

I, Christine Bish, declare as follows:

1. I am a Candidate for the United States Congress for the 6th District of California and I challenge the certification of my opponent, Doris O. Matsui, aka Doris K. Matsui as a candidate for the United States Congress for the 6th District of California because she is not a resident of California and her domicile and residence is outside the state of California.
2. Doris Matsui moved from California in 1979 to 5800 Kennedy Dr. Chevy Chase, Maryland, where she continuously resided until April of 2020 when she married Roger W. Sant and moved to Washington D.C. As the attached exhibits (A- J) and notarized challenge show, she has repeatedly taken actions which clearly demonstrate her intent was to make her domicile and resident in Chevy Chase, Maryland, until moving to 2929 N Street N.W. Washington D. C., to reside with her new husband, Roger W. Sant.
3. Doris Matsui claimed a tax exemption based on a claim that her residence in Chevy Chase Maryland was her primary residence for the years 2000 to 2009. When a Congressional ethics committee investigation was launched in 2008, she claimed it was a mistake and repaid the \$2,800.00 in taxes to the State of Maryland. She once again claimed the primary residence exemption for the year 2010. Doris Matsui has never claimed a tax exemption for the 4230 Warren Ave. address in Sacramento, California, which she inherited and in fact has never lived there despite her use of that address to attempt to qualify for Congressional office. She has vehicles registered to her in Maryland and a Maryland ID #32014461 from the Maryland DMV. She has not registered to vote in California since 1979.
4. In 2017, Doris Matsui signed a statement under oath that the 5800 Kennedy Dr. Chevy Chase, Maryland, was her primary residence for the purpose of obtaining a mortgage loan. At the time she signed the statement under oath she was a member of Congress from California. If her statement to Citi Bank under oath was true and correct then she was not qualified to be a candidate for the 2018 election to Congress from California. Further, she is disqualified from this election pursuant to California Election Code.
5. On August 17, 2020, Doris Matsui purchased real property in Sacramento, CA, some 10 days after the 88 days before the election requirement of Election Code 8550 to declare residency in the 6th Congressional District. This attempt to established residency was too little too late.
6. Since 1979, Doris Matsui has repeatedly shown her intent was to make her domicile and her primary residence in the State of Maryland prior to April of 2020 and now in the District of Columbia with her billionaire husband. Pursuant to the election Code of California, Doris Matsui is not qualified to run for Congressional Office in California and I hereby challenge her certification as a candidate. (see Exhibits A-J)

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

DATED: 9-2-2020



CHRISTINE BISH

August 31, 2020

Courtney Bailey-Kanelos
Registrar of Voters
7000 65th Street, Suite A
Sacramento, CA 95823

RE: Failure to verify Residency Requirements of Doris Matsui

Dear Ms. Bailey-Kanelos:

One of the elements of the Voter Registration and Elections's mission statement is to "Ensure legal requirements are met and applied consistently." The office provides a list of candidates that are qualified for the election. It is my belief that Doris Matsui has not met the residency requirement to be a candidate for the Sixth Congressional District in California in the 2020 election and thus must be disqualified.

Elections Code section 8040 requires that a candidate submit a declaration of candidacy in the form provided by that section, including the designation of a residence. Ms. Matsui has been a resident of Maryland where she has purchase real property which has been designated as her primary residence in the most recent mortgage financing in February 2017. The real property is located at 5800 Kennedy Dr., Chevy Chase, MD. The borrowers on that property were Doris O. Matsui as Trustee of the Matsui Revocable Living Trust dated May 15, 2007 and subject to First Amendment to the Matsui Revocable Living Trust dated Matsui Revocable Living Trust Dated May 31, 2011, as to an undivided fifty percent(50%) as joint tenants with right of survivorship with Brian Matsui and Amy Matsui, husband and wife holding (50%) interest as tenants by the entirety with each other. The holding of title in this manner reinforces the fact that Ms. Matsui is holding the property both as a residence and her domicile which will be passed on to her son and daughter-in-law in the event of her death. No such designation appears on the deed of trust filed in Sacramento County on June 13, 2007 (Book 20070613 Page 0792). No document has been recorded in Sacramento County since that time that has provided the testamentary planning disposition language provided in the Maryland recording document. This testamentary intent evidences an intent that she intends to reside there until the time of her death.

Elections Code section 349 defines residence as follows:

- (a) "Residence" for voting purposes means a person's domicile.
- (b) The domicile of a person is that place in which his or her habitation is fixed, wherein the person has the intention of remaining, and to which, whenever he or she is absent, the person has the intention of returning. At a given time, a person may have only one

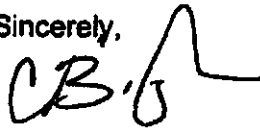
domicile.

(c) The residence of a person is that place in which the person's habitation is fixed for some period of time, but wherein he or she does not have the intention of remaining. At a given time, a person may have more than one residence."

As is evident, Ms. Matsui has continued residency in Maryland in fact meets the definition of a domicile. She as been fixed there for over 14 years, has married there and the real property held in her trust's name has a testamentary disposition to her son in the even of her death. The address she uses in Sacramento, 4230 Warren Avenue, meets the definition of a residence, but not a domicile as she can have only one domicile. She does not claim nor has she claimed any homeowner's exemption to the property since at July 1, 2008 according to local tax bills and there is no evidence that she has the intention of remaining.

This letter is a challenge to the certification of Doris Matsui as candidate for US Congress from the 6th District of California and a request to initiate an investigation to see if Ms. Matsui qualifies under Elections Code 2026 on the grounds that her domicile is not in California and that the residence address at 4230 Warren Ave. address in Sacramento, California, is in fact a residence address but not a domicile address.

Sincerely,

A handwritten signature in black ink, appearing to read 'CB' followed by a stylized flourish.

Christine Bish

9-2-2020

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Sacramento }

On September 2, 2020 before me, Gaynell Munoz, Notary Public
(Here insert name and title of the officer)

personally appeared Christine Bush
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.

Gaynell Munoz

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Declaration of Christine Bush

(Title or description of attached document) Property

(Title or description of attached document continued)

Number of Pages _____ Document Date September 2, 2020

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)
☒ Corporate Officer

(Title)
☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

August 31, 2020

Jesse Salinas
Yolo County Assessor/Clerk-Recorder/Registrar of Voters
625 Court Street, Room B-05
Woodland, CA 95695

Mailing Address:
P.O. Box 1820
Woodland, CA 95776-1820

RE: Failure to verify Residency Requirements of Doris Matsui

Dear Ms. Salinas:

One of the elements of the Voter Registration and Elections's mission statement is to "Ensure legal requirements are met and applied consistently." The office provides a list of candidates that are qualified for the election. It is my belief that Doris Matsui has not met the residency requirement to be a candidate for the Sixth Congressional District in California in the 2020 election and thus must be disqualified.

Elections Code section 8040 requires that a candidate submit a declaration of candidacy in the form provided by that section, including the designation of a residence. Ms. Matsui has been a resident of Maryland where she has purchase real property which has been designated as her primary residence in the most recent mortgage financing in February 2017. The real property is located at 5800 Kennedy Dr., Chevy Chase, MD. The borrowers on that property were Doris O. Matsui as Trustee of the Matsui Revocable Living Trust dated May 15, 2007 and subject to First Amendment to the Matsui Revocable Living Trust dated Matsui Revocable Living Trust Dated May 31, 2011, as to an undivided fifty percent(50%) as joint tenants with right of survivorship with Brian Matsui and Amy Matsui, husband and wife holding (50%) interest as tenants by the entirety with each other. The holding of title in this manner reinforces the fact that Ms. Matsui is holding the property both as a residence and her domicile which will be passed on to her son and daughter-in-law in the event of her death. No such designation appears on the deed of trust filed in Sacramento County on June 13, 2007 (Book 20070613 Page 0792). No document has been recorded in Sacramento County since that time that has provided the testamentary planning disposition language provided in the Maryland recording document. This testamentary intent evidences an intent that she intends to reside there until the time of her death.

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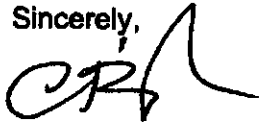
the person has the intention of remaining, and to which, whenever he or she is absent, the person has the intention of returning. At a given time, a person may have only one domicile.

(c) The residence of a person is that place in which the person's habitation is fixed for some period of time, but wherein he or she does not have the intention of remaining. At a given time, a person may have more than one residence."

As is evident, Ms. Matsui has continued residency in Maryland in fact meets the definition of a domicile. She as been fixed there for over 14 years, has married there and the real property held in her trust's name has a testamentary disposition to her son in the even of her death. The address she uses in Sacramento, 4230 Warren Avenue, meets the definition of a residence, but not a domicile as she can have only one domicile. She does not claim nor has she claimed any homeowner's exemption to the property since at July 1, 2008 according to local tax bills and there is no evidence that she has the intention of remaining.

This letter is a challenge to the certification of Doris Matsui as candidate for US Congress from the 6th District of California and a request to initiate an investigation to see if Ms. Matsui qualifies under Elections Code 2026 on the grounds that her domicile is not in California and that the residence address at 4230 Warren Ave. address in Sacramento, California, is in fact a residence address but not a domicile address.

Sincerely,



Christine Bish

9-2-2020

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Sacramento }

On September 2, 2008 Before me, Gaynell Munoz, Notary Public
(Here insert name and title of the officer)

personally appeared Christine Beck
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.

Gaynell Munoz

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Declaration of Christine Beck

(Title or description of attached document) Yolo County

(Title or description of attached document continued)

Number of Pages _____ Document Date September 2, 2008

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

• Securely attach this document to the signed document with a staple.

BISH EXHIBITS LIST

"A" PRINCIPAL RESIDENCE CLAIM IN MD

"B" NOT PRICIPAL RESIDENCE MD

"C" NOT PRINCIPAL RESIDENCE SACRAMENTO

'D' 2017 TRANSACTION MD

"E" WARREN AVESACRAMENTO PROPERTY

"F" KENNEDY DR CHEVY CHASE MD PROPERTY

"G" DMV DOCS MD

"H" 2020 TRANSACTION SACRAMENTO

"I" ARTICLES

"J" CANDIDATE PAPERS-BISH

Exhibit "A"



ANNUAL BILL
TAX PERIOD 07/01/2001-06/30/2002
FULL LEVY YEAR
LEVY YEAR 2001

**Department of Finance
Division of Treasury
255 Rockville Pike, L-15
(Monroe Street Entrance)
Rockville, MD 20850**

Hours: 8:00 a.m. - 4:30 p.m.
Mon. - Fri.

MATSUI, ROBERT T & D
5800 KENNEDY DR
CHEVY CHASE, MD 20815

PRINCIPAL RESIDENCE

LOT	BLOCK	DISTRICT	SUB	TAX CLASS	BILL #	ACCOUNT #
11	8	07	034	R038	21045797	00516700
MORTGAGE INFORMATION		PROPERTY ADDRESS			REFUSE AREA	REFUSE UNITS
CORELOGIC SEE REVERSE		5800 KENNEDY DR			R1L	1
TAX DESCRIPTION				ASSESSMENT	RATE	TAX/CHARGE
STATE PROPERTY TAX				615,976	.0840	517.42
COUNTY PROPERTY TAX				615,976	1.0210	6,279.78
SOLID WASTE CHARGE					277.6700	277.67
TOTAL						7,074.87
CREDIT DESCRIPTION				ASSESSMENT	RATE	AMOUNT
STATE HOMESTEAD CREDIT				-3,331	.0840	-2.80
COUNTY HOMESTEAD CREDIT				-3,331	.7410	-24.68
TOTAL CREDITS						-27.48
PRIOR PAYMENTS ****						7047.39
INTEREST						0
Total Annual Amount Due:						0.00

*PER \$100 OF ASSESSMENT

CURRENT YEAR FULL CASH VALUE TAXABLE ASSESSMENT

615,976

CONSTANT YIELD RATE INFORMATION

COUNTY RATE OF 0.741 IS MORE THAN THE CONSTANT YIELD RATE OF 0.7187 BY .0223

YOU CAN VIEW AND PAY YOUR BILL ON THE INTERNET AT www.montgomerycountymd.gov/finance

PLEASE RETAIN THE TOP PORTION FOR YOUR RECORDS.



RETURN THIS PORTION WITH PAYMENT
REAL PROPERTY CONSOLIDATED TAX BILL
TAX PERIOD 07/01/2001 - 06/30/2002
FULL LEVY YEAR

BILL #
21045797

**Check here if your address changed
& enter change on reverse side.**

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**Make Check Payable to:
Montgomery County, MD**

ACCOUNT #	LEVY YEAR	AMOUNT DUE
00516700	2001	0.00

DUE AUG 31 2020
PLEASE INDICATE AMOUNT BEING PAID

AMOUNT PAID

MATSUI, ROBERT T & D
5800 KENNEDY DR
CHEVY CHASE, MD 20815

Page 018

Exhibit “B”



REAL PROPERTY CONSOLIDATED TAX BILL

ANNUAL BILL
TAX PERIOD 07/01/2020-06/30/2021
FULL LEVY YEAR
LEVY YEAR 2020

Department of Finance
Division of Treasury
255 Rockville Pike, L-15
(Monroe Street Entrance)
Rockville, MD 20850

Hours: 8:00 a.m. - 4:30 p.m.
Mon. - Fri.

MATSUI REVOCABLE LIVING TR
MATSUI BRIAN
5800 KENNEDY DR
CHEVY CHASE, MD 20815-5528

NOT A PRINCIPAL RESIDENCE

BILL DATE	
08/10/2020	
PROPERTY DESCRIPTION	
SEC 2 KENWOOD	
BILL #	ACCOUNT #
40044569	00516700
REFUSE AREA	REFUSE UNITS
R1L	1

LOT	BLOCK	DISTRICT	SUB	TAX CLASS
11	8	07	034	R038
MORTGAGE INFORMATION		PROPERTY ADDRESS		
UNKNOWN <small>SEE REVERSE</small>		5800 KENNEDY DR		
TAX DESCRIPTION	ASSESSMENT	RATE	TAX/CHARGE	
STATE PROPERTY TAX	1,578,400	.1120	1,767.81	
COUNTY PROPERTY TAX	1,578,400	.9912	15,645.09	
SOLID WASTE CHARGE		446.3200	446.32	
WATER QUALITY PROTECT CHG (SF			107.60	
TOTAL			17,966.82	
PRIOR PAYMENTS ****			0	
INTEREST			0	
Total Annual Amount Due:				17,966.82

*PER \$100 OF ASSESSMENT

**CURRENT YEAR FULL CASH VALUE
TAXABLE ASSESSMENT**

1,578,400

CONSTANT YIELD RATE INFORMATION

COUNTY RATE OF 0.6948 IS LESS THAN
THE CONSTANT YIELD RATE OF 0.7080
BY 0.0132

YOU CAN VIEW AND PAY YOUR BILL ON THE INTERNET AT www.montgomerycountymd.gov/finance

PLEASE RETAIN THE TOP PORTION FOR YOUR RECORDS.



RETURN THIS PORTION WITH PAYMENT
REAL PROPERTY CONSOLIDATED TAX BILL
TAX PERIOD 07/01/2020 - 06/30/2021
FULL LEVY YEAR

BILL #
40044569

Check here if your address changed
& enter change on reverse side.

☐

Make Check Payable to:
Montgomery County, MD

ACCOUNT #	LEVY YEAR	AMOUNT DUE
00516700	2020	8,983.43

AMOUNT PAID

DUE SEP 30 2020
PLEASE INDICATE AMOUNT BEING PAID

MATSUI REVOCABLE LIVING TR
MATSUI BRIAN
5800 KENNEDY DR
CHEVY CHASE, MD 20815-5528

Exhibit "C"

PARCEL NUMBER 016-0064-016-0000	BILL NUMBER 19286303	PROPERTY LOCATION 4230 WARREN AVE	95822
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SACRAMENTO COUNTY **SECURED PROPERTY TAX BILL 2019-2020** FOR FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020

BEN LAMERA
DIRECTOR OF FINANCE
TAX COLLECTOR

ANNUAL TAX BILL

ATTENTION

PLEASE NOTE
YOU WILL NOT RECEIVE A
SEPARATE BILL OR REMINDER
NOTICE FOR THE 2ND INSTALLMENT

MAILED INSTRUCTIONS ON REVERSE

MAIL TO:

JANUARY 1, 2019, LIEN DATE ASSESSED VALUES	
LAND	14,034
IMPROVEMENTS	53,489
FIXTURES	
PERSONAL PROPERTY	
ASSESSED VALUES SUBTOTAL	67,523
LESS: HOMEOWNERS EXEMPTION	
OTHER EXEMPTION	
NET ASSESSED VALUES	67,523

TAX RATE AREA CODE 03064

AD VALOREM TAXING AGENCY	TAX RATE	TAX AMOUNT
COUNTY WIDE 1%	1.00000	675.23
SACTO UNIFIED GOB	.11390	76.91
LOS RIOS COLL GOB	.02320	15.67

AD VALOREM TAXING AGENCY TOTAL

767.81

LEVY #	STATUTORY AUTHORITY	DIRECT LEVY NAME	PHONE NUMBER	LEVY AMOUNT
0742	WATER ACT	MAINTENANCE AREA 9	916-574-0644	15.22
0198	SAFCA ACT	SAFCA CONSOLIDATED CAP ASMT #2	916-874-7606	155.56
0595	L & L ACT 1972	CITYWIDE L & L ASSESSMENT DISTRICT	916-808-1440	86.84
0612	ORDINANCE 20140004	SACTO CORE LIBRARY SERV. TAX	800-441-8280	13.76
0168	SAFCA ACT	SACRAMENTO AREA FLOOD CONTROL	916-874-7606	32.92
0659	CITY ORD 2016-0002	SACRAMENTO ADDL LIBRARY SRV TAX	800-441-8280	35.36

	Pay by credit card or e-check at 1-844-630-2020 or at www.sacramento-county.net	DIRECT LEVY TOTAL 339.66 ADJUSTMENT TO MAKE BILL EVEN -.01
FIRST INSTALLMENT DUE 11/1/2019 PAY BY 12/10/2019	553.73	SECOND INSTALLMENT DUE 2/1/2020 PAY BY 4/10/2020
TOTAL DUE		1,107.46

IMPORTANT INFORMATION ON BACK AND ON INSERT
PARTIAL PAYMENTS AND LATE PAYMENTS WITHOUT PENALTIES WILL BE RETURNED

PARCEL NUMBER 016-0064-016-0000	BILL NUMBER 19286303	AGENT BRANCH
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SACRAMENTO COUNTY SECURED PROPERTY TAX BILL 2019-2020



OWNER'S NAME:

THE 2ND INSTALLMENT CANNOT BE ACCEPTED BEFORE THE 1ST INSTALLMENT.
 ADDITIONAL PENALTIES ARE ADDED IF TAXES ARE NOT PAID IN FULL BY 6/30/2020.

SECOND INSTALLMENT PAYMENT



MAKE CHECK PAYABLE TO SACRAMENTO COUNTY
 AND MAIL TO: TAX COLLECTOR'S OFFICE
 P O BOX 608, SACRAMENTO, CA 95812-0508

P A Y	DUE: FEBRUARY 1, 2020	553.73
	AFTER APRIL 10, 2020 ADD 10% PENALTY + \$30.00 COST	75.37
	TOTAL DELINQUENT INSTALLMENT DUE AFTER APRIL 10, 2020	629.10

19286303016006401600004 00005537300006291022004109

PARCEL NUMBER 016-0064-016-0000	BILL NUMBER 19286303	AGENT BRANCH
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SACRAMENTO COUNTY SECURED PROPERTY TAX BILL 2019-2020



OWNER'S NAME:

TO PAY TOTAL OF BOTH INSTALLMENTS BY 12/10/2019, MAIL BOTH PAYMENT
 STUBS WITH PAYMENT IN THE AMOUNT OF \$ 1,107.46

FIRST INSTALLMENT PAYMENT



MAKE CHECK PAYABLE TO SACRAMENTO COUNTY
 AND MAIL TO: TAX COLLECTOR'S OFFICE
 P O BOX 608, SACRAMENTO, CA 95812-0508

P A Y	DUE: NOVEMBER 1, 2019	553.73
	AFTER DECEMBER 10, 2019 ADD 10% PENALTY	55.37
	TOTAL DELINQUENT INSTALLMENT DUE AFTER DECEMBER 10, 2019	609.10

19286303016006401600004 00005537300006091011912100

PARCEL NUMBER 016-0064-016-0000	18279137	PROPERTY LOCATION 4230 WARREN AVE	95622
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SACRAMENTO COUNTY **SECURED PROPERTY TAX BILL 2018-2019** FOR FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019

DIEN LAMERA
 DIRECTOR OF FINANCE
 TAX COLLECTOR

ANNUAL TAX BILL

ATTENTION

PLEASE NOTE
 YOU WILL NOT RECEIVE A
 SEPARATE BILL OR REMINDER
 NOTICE FOR THE 2ND INSTALLMENT

MAIL TO:

JANUARY 1, 2018, LIEN DATE ASSESSED VALUES	
LAND	13,759
IMPROVEMENTS	52,441
FIXTURES	
PERSONAL PROPERTY	
ASSESSED VALUES SUBTOTAL	66,200
LESS: HOMEOWNERS EXEMPTION	
OTHER EXEMPTION	
NET ASSESSED VALUES	66,200

TAX RATE AREA CODE 03064			
AD VALOREM TAXING AGENCY	TAX RATE	TAX RATE	TAX AMOUNT
COUNTY WIDE 15	1	1.00000	662.00
SACTO UNIFIED GOB	1	.11640	77.06
LOS RIOS COLL GOB	1	.01310	8.67

LEVY #	STATUTORY AUTHORITY	DIRECT LEVY NAME	PHONE NUMBER	LEVY AMOUNT
0168	SAPCA ACT	SACRAMENTO AREA FLOOD CONTROL	916-874-7606	32.94
0659	CITY ORD 2016-0002	SACRAMENTO ADDL LIBRARY SERV TAX	800-441-8280	34.34
0595	L & L ACT 1972	CITYWIDE L & L ASSESSMENT DISTRICT	916-808-1440	84.30
0742	WATER ACT	MAINTENANCE AREA 9	916-574-0644	14.58
0612	ORDINANCE 20140004	SACTO CORE LIBRARY SERV. TAX	800-441-8280	13.36
0198	SAFCA ACT	SAFCA CONSOLIDATED CAP ASMT #2	916-874-7606	153.28

	Pay by credit card or e-check at 1-844-430-3323 or at www.sacramento-county.net	DIRECT LEVY TOTAL 332.80 ADJUSTMENT TO MAKE BILL EVEN -.01		
FIRST INSTALLMENT DUE 11/1/2018 PAY BY 12/10/2018	540.26	SECOND INSTALLMENT DUE 2/1/2019 PAY BY 4/10/2019	540.26	TOTAL DUE 1,080.52

IMPORTANT INFORMATION ON BACK AND ON INSERT
PARTIAL PAYMENTS AND LATE PAYMENTS WITHOUT PENALTIES WILL BE RETURNED

PARCEL NUMBER 016-0064-016-0000	BILL NUMBER 18279137	AGENT BRANCH
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SACRAMENTO COUNTY SECURED PROPERTY TAX BILL 2018-2019



OWNER'S NAME:

THE 2ND INSTALLMENT CANNOT BE ACCEPTED BEFORE THE 1ST INSTALLMENT.
 ADDITIONAL PENALTIES ARE ADDED IF TAXES ARE NOT PAID IN FULL BY 6/30/2019.

SECOND INSTALLMENT PAYMENT



MAKE CHECK PAYABLE TO SACRAMENTO COUNTY
 AND MAIL TO: TAX COLLECTOR'S OFFICE
 P O BOX 508, SACRAMENTO, CA 95812-0508

PAY	PAY BY APRIL 10, 2019	540.26
	AFTER APRIL 10, 2019 ADD 18% PENALTY + \$15.00 COST	69.03
	TOTAL DELINQUENT INSTALLMENT DUE AFTER APRIL 10, 2019	609.29

18279137016006401600007 00005402600006092921904109

PARCEL NUMBER 016-0064-016-0000	BILL NUMBER 18279137	AGENT BRANCH
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SACRAMENTO COUNTY SECURED PROPERTY TAX BILL 2018-2019



OWNER'S NAME:

TO PAY TOTAL OF BOTH INSTALLMENTS BY 12/10/2018, MAIL BOTH PAYMENT STUBS WITH PAYMENT IN THE AMOUNT OF \$ 1,080.52

FIRST INSTALLMENT PAYMENT



MAKE CHECK PAYABLE TO SACRAMENTO COUNTY
 AND MAIL TO: TAX COLLECTOR'S OFFICE
 P O BOX 508, SACRAMENTO, CA 95812-0508

PAY	PAY BY DEC. 10, 2018	540.26
	AFTER DEC. 10, 2018 ADD 10% PENALTY	54.03
	TOTAL DELINQUENT INSTALLMENT DUE AFTER DEC. 10, 2018	594.29

18279137016006401600007 000054026000059429211812103

PARCEL NUMBER 016-0064-016-0000	17279307	INTERNET COPY	PROPERTY LOCATION 4230 WARREN AVE	95822
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SACRAMENTO COUNTY **SECURED PROPERTY TAX BILL 2017-2018** FOR FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018

BEN LAMERA
 DIRECTOR OF FINANCE
 TAX COLLECTOR

ANNUAL TAX BILL

ATTENTION

PLEASE NOTE
 YOU WILL NOT RECEIVE A
 SEPARATE BILL OR REMINDER
 NOTICE FOR THE 2ND INSTALLMENT

MAIL TO:

JANUARY 1, 2017, LIEN DATE ASSESSED VALUES	
LAND	13,490
IMPROVEMENTS	51,413
FIXTURES	
PERSONAL PROPERTY	
ASSESSED VALUES SUBTOTAL	64,903
LESS: HOMEOWNERS EXEMPTION	
OTHER EXEMPTION	
NET ASSESSED VALUES	64,903

TAX RATE AREA CODE 03064			
AD VALOREM TAXING AGENCY	TAX RATE	TAX RATE	TAX AMOUNT
COUNTY WIDE 1%	1	1.00000	649.03
SACTO UNIFIED GOB	1	.12350	80.16
LOS RIOS COLL GOB	1	.01300	8.44
AD VALOREM TAXING AGENCY TOTAL			737.63

LEVY #	STATUTORY AUTHORITY	DIRECT LEVY NAME	PHONE NUMBER	LEVY AMOUNT
0168	SAFCA ACT	SACRAMENTO AREA FLOOD CONTROL	916-874-7606	32.94
0742	WATER ACT	MAINTENANCE AREA 9	916-574-0644	9.70
0659	CITY ORD 2016-0002	SACRAMENTO ADDL LIBRARY SRV TAX	800-441-8280	33.34
0612	ORDINANCE 20140004	SACTO CORE LIBRARY SERV. TAX	800-441-8280	12.98
0595	L & L ACT 1972	CITYWIDE L & L ASSESSMENT DISTRICT	916-808-1440	81.84
0198	SAFCA ACT	SAFCA CONSOLIDATED CAP ASMT #2	916-874-7606	153.26

	Pay by credit card or e-check at 1-844-430-3223 or at www.spcptax.sacramento.net	DIRECT LEVY TOTAL 324.06 ADJUSTMENT TO MAKE BILL EVEN -.01
FIRST INSTALLMENT DUE 11/1/2017 PAY BY 12/15/2017	530.84	SECOND INSTALLMENT DUE 2/1/2018 PAY BY 4/15/2018
TOTAL DUE		1,061.68

IMPORTANT INFORMATION ON BACK AND ON INSERT
PARTIAL PAYMENTS AND LATE PAYMENTS WITHOUT PENALTIES WILL BE RETURNED

PARCEL NUMBER 016-0064-016-0000	BILL NUMBER 17279307	AGENT BRANCH
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SACRAMENTOCOUNTYSECUREDPROPERTYTAXBILL 2017-2018

☐ PLEASE CHECK HERE IF YOUR MAILING ADDRESS HAS
 CHANGED AND COMPLETE THE FORM ON THE REVERSE SIDE.

☐ OWNER'S NAME:



THE 2ND INSTALLMENT CANNOT BE ACCEPTED BEFORE THE 1ST INSTALLMENT.
 ADDITIONAL PENALTIES ARE ADDED IF TAXES ARE NOT PAID IN FULL BY 6/30/2018.

SECOND INSTALLMENT PAYMENT



MAKE CHECK PAYABLE TO SACRAMENTO COUNTY
 AND MAIL TO: TAX COLLECTOR'S OFFICE
 P O BOX 508, SACRAMENTO, CA 95812-0508

PAY	PAY BY APRIL 10, 2018	530.84
	AFTER APRIL 10, 2018	
	ADD 10% PENALTY	68.08
	+ \$15.00 CUST	
TOTAL DELINQUENT INSTALLMENT DUE AFTER APRIL 10, 2018		598.92

17279307016006401600008 0000530840000589221804106

PARCEL NUMBER 016-0064-016-0000	BILL NUMBER 17279307	AGENT BRANCH
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SACRAMENTOCOUNTYSECUREDPROPERTYTAXBILL 2017-2018

☐ PLEASE CHECK HERE IF YOUR MAILING ADDRESS HAS
 CHANGED AND COMPLETE THE FORM ON THE REVERSE SIDE.

☐ OWNER'S NAME:



TO PAY TOTAL OF BOTH INSTALLMENTS BY 12/10/2017, MAIL BOTH PAYMENT
 STUBS WITH PAYMENT IN THE AMOUNT OF \$ 1,081.68

FIRST INSTALLMENT PAYMENT



MAKE CHECK PAYABLE TO SACRAMENTO COUNTY
 AND MAIL TO: TAX COLLECTOR'S OFFICE
 P O BOX 508, SACRAMENTO, CA 95812-0508

PAY	PAY BY DEC. 10, 2017	530.84
	AFTER DEC. 10, 2017	
	ADD 10% PENALTY	53.08
	TOTAL DELINQUENT INSTALLMENT DUE AFTER DEC. 10, 2017	583.92

Page 030
 17279307016006401600008 0000530840000589221712100

INTERNET COPY

PARCEL NUMBER 016-0064-016-0000	16269465	PROPERTY LOCATION 4230 WARREN AV	95622
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SACRAMENTO COUNTY
SECURED PROPERTY TAX BILL 2016-2017
 FOR FISCAL YEAR BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017

BEN LAMERA
 DIRECTOR OF FINANCE
 TAX COLLECTOR

ANNUAL TAX BILL

ATTENTION

PLEASE NOTE
 YOU WILL NOT RECEIVE A
 SEPARATE BILL OR REMINDER
 NOTICE FOR THE 2ND INSTALLMENT

MAIL TO:

JANUARY 1, 2016, LIEN DATE ASSESSED VALUES	
LAND	13,226
IMPROVEMENTS	50,405
FIXTURES	
PERSONAL PROPERTY	
ASSESSED VALUES SUBTOTAL	63,631
LESS: HOMEOWNERS EXEMPTION	
OTHER EXEMPTION	
NET ASSESSED VALUES	63,631

TAX RATE AREA CODE 03064			
AD VALOREM TAXING AGENCY	TAX RATE	TAX RATE	TAX AMOUNT
COUNTY WIDE 1%	1	1.00000	636.31
SACTO UNIFIED GOB	1	.12770	81.26
LOS RIOS COLL GOB	1	.01410	8.97
AD VALOREM TAXING AGENCY TOTAL			726.54

LEVY #	STATUTORY AUTHORITY	DIRECT LEVY NAME	PHONE NUMBER	LEVY AMOUNT
0742	WATER ACT	MAINTENANCE AREA 9	916-874-6525	17.96
0168	SAFCA ACT	SACRAMENTO AREA FLOOD CONTROL	916-874-7606	32.94
0612	ORDINANCE 20140004	SACTO CORE LIBRARY SERV. TAX	800-441-8280	12.60
0595	L & L ACT 1972	CITYWIDE L & L ASSESSMENT DISTRICT	916-808-1440	79.46
0659	CITY ORD 2004-029	SACRAMENTO ADDL LIBRARY SRV TAX	800-441-8280	32.36
0197	SAFCA ACT	CONSOLIDATED CAPITAL ASSESSMENT DIS	916-874-7606	105.54

Pay by credit card or e-check at 1-866-877-8578 or at www.sacramento-county.net

FIRST INSTALLMENT DUE 11/1/2016 PAY BY 12/10/2016	503.70	SECOND INSTALLMENT DUE 2/1/2017 PAY BY 4/10/2017	503.70	TOTAL DUE	1,007.40
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IMPORTANT INFORMATION ON BACK AND ON INSERT
 PARTIAL PAYMENTS AND LATE PAYMENTS WITHOUT PENALTIES WILL BE RETURNED

PARCEL NUMBER 016-0064-016-0000	BILL NUMBER 16269465	AGENT BRANCH
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SACRAMENTO COUNTY SECURED PROPERTY TAX BILL 2016-2017

☐ PLEASE CHECK HERE IF YOUR MAILING ADDRESS HAS CHANGED AND COMPLETE THE FORM ON THE REVERSE SIDE.

OWNER'S NAME:



THE 2ND INSTALLMENT CANNOT BE ACCEPTED BEFORE THE 1ST INSTALLMENT.
 ADDITIONAL PENALTIES ARE ADDED IF TAXES ARE NOT PAID IN FULL BY 8/30/2017.

SECOND INSTALLMENT PAYMENT



MAKE CHECK PAYABLE TO SACRAMENTO COUNTY
 AND MAIL TO: TAX COLLECTOR'S OFFICE
 P O BOX 508, SACRAMENTO, CA 95812-0508

PAY	PAY BY APRIL 10, 2017	503.70
	AFTER APRIL 10, 2017 ADD 10% PENALTY + \$15.00 COST	65.37
	TOTAL DELINQUENT INSTALLMENT DUE AFTER APRIL 10, 2017	569.07

16269465016006401600008 00005037000005690721704103

PARCEL NUMBER 016-0064-016-0000	BILL NUMBER 16269465	AGENT BRANCH
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SACRAMENTO COUNTY SECURED PROPERTY TAX BILL 2016-2017

☐ PLEASE CHECK HERE IF YOUR MAILING ADDRESS HAS CHANGED AND COMPLETE THE FORM ON THE REVERSE SIDE.

OWNER'S NAME:



TO PAY TOTAL OF BOTH INSTALLMENTS BY 12/10/2016, MAIL BOTH PAYMENT
 STUBS WITH PAYMENT IN THE AMOUNT OF \$ 1,007.40

FIRST INSTALLMENT PAYMENT



MAKE CHECK PAYABLE TO SACRAMENTO COUNTY
 AND MAIL TO: TAX COLLECTOR'S OFFICE
 P O BOX 508, SACRAMENTO, CA 95812-0508

PAY	PAY BY DEC. 10, 2016	503.70
	AFTER DEC. 10, 2016 ADD 10% PENALTY	50.37
	TOTAL DELINQUENT INSTALLMENT DUE AFTER DEC. 10, 2016	554.07

16269465016006401600008 00005037000005540711612107

PARCEL NUMBER 016-0064-016-0000 15268721 4230 WARREN AV 95822



SACRAMENTO COUNTY

SECURED PROPERTY TAX BILL 2015-2016
FOR FISCAL YEAR BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016

JULIE VALVERDE
DIRECTOR OF FINANCE
TAX COLLECTOR

ANNUAL TAX BILL

ATTENTION

PLEASE NOTE
YOU WILL NOT RECEIVE A
SEPARATE BILL OR REMINDER
NOTICE FOR THE 2ND INSTALLMENT

PAYMENT INSTRUCTIONS ON REVERSE

MAIL TO:

JANUARY 1, 2015, LEND DATE ASSESSED VALUES	
LAND	13,028
IMPROVEMENTS	49,648
FIXTURES	
PERSONAL PROPERTY	
ASSESSED VALUES SUBTOTAL	62,676
LESS: HOMEOWNERS EXEMPTION	
OTHER EXEMPTION	
NET ASSESSED VALUES	62,676

TAX RATE AREA CODE 03064			
AD VALOREM TAXING AGENCY	TAX BASE	TAX RATE	TAX AMOUNT
COUNTY WIDE 14	1	1.00000	626.76
SACTO UNIFIED GOB	1	.13350	83.67
LOS RIOS COLL GOB	1	.00910	5.70
AD VALOREM TAXING AGENCY TOTAL			716.13

LEVY #	STATUTORY AUTHORITY	DIRECT LEVY NAME	PHONE NUMBER	LEVY AMOUNT
0595	L & L ACT 1972	CITYWIDE L & L ASSESSMENT DISTRICT	916-808-1440	77.04
0612	ORDINANCE 20140004	SACTO CORE LIBRARY SERV. TAX	800-441-8280	12.26
0168	SAFCA ACT	SAFCA O & M ASSESSMENT #1	916-874-7606	32.94
0742	WATER ACT	MAINTENANCE AREA 9	916-874-6525	12.12
0659	CITY ORD 2004-029	SACRAMENTO LIBRARY SERVICES TAX	800-441-8280	31.52
0197	SAFCA ACT	SAFCA CONSOLIDATE CAPITAL ASSMT	916-874-7606	105.54

Pay by credit card or e-checkout
1-888-677-3529 at
www.4propertytax.com/sacramento

DISCOVER VISA ELECTRONIC CHECK

DIRECT LEVY TOTAL 271.42
ADJUSTMENT TO MAKE BILL EVEN -.01

FIRST INSTALLMENT DUE 11/1/2015 PAY BY 12/15/2015 493.77
SECOND INSTALLMENT DUE 2/1/2016 PAY BY 4/15/2016 493.77
TOTAL DUE 987.54

IMPORTANT INFORMATION ON BACK AND ON INSERT
PARTIAL PAYMENTS AND LATE PAYMENTS WITHOUT PENALTIES WILL BE RETURNED

PARCEL NUMBER 016-0064-016-0000 BILL NUMBER 15268721 AGENT BRANCH

SACRAMENTO COUNTY SECURED PROPERTY TAX BILL 2015-2016

☐ PLEASE CHECK HERE IF YOUR MAILING ADDRESS HAS CHANGED AND COMPLETE THE FORM ON THE REVERSE SIDE.

OWNER'S NAME:



THE 2ND INSTALLMENT CANNOT BE ACCEPTED BEFORE THE 1ST INSTALLMENT.
ADDITIONAL PENALTIES ARE ADDED IF TAXES ARE NOT PAID IN FULL BY 6/30/2016.

SECOND INSTALLMENT PAYMENT



MAKE CHECK PAYABLE TO SACRAMENTO COUNTY
AND MAIL TO: TAX COLLECTOR'S OFFICE
P O BOX 508, SACRAMENTO, CA 95812-0508

PAY	PAY BY APRIL 10, 2016	493.77
	AFTER APRIL 10, 2016 ADD 10% PENALTY + \$15.00 COST	64.38
	TOTAL DELINQUENT INSTALLMENT DUE AFTER APRIL 10, 2016	558.15

15268721016006401600007 00004937700005581521604107

PARCEL NUMBER 016-0064-016-0000 BILL NUMBER 15268721 AGENT BRANCH

SACRAMENTO COUNTY SECURED PROPERTY TAX BILL 2015-2016

☐ PLEASE CHECK HERE IF YOUR MAILING ADDRESS HAS CHANGED AND COMPLETE THE FORM ON THE REVERSE SIDE.

OWNER'S NAME:



TO PAY TOTAL OF BOTH INSTALLMENTS BY 12/10/2016, MAIL BOTH PAYMENT
STUBS WITH PAYMENT IN THE AMOUNT OF \$ 987.54

FIRST INSTALLMENT PAYMENT



MAKE CHECK PAYABLE TO SACRAMENTO COUNTY
AND MAIL TO: TAX COLLECTOR'S OFFICE
P O BOX 508, SACRAMENTO, CA 95812-0508

PAY	PAY BY DEC. 10, 2015	493.77
	AFTER DEC. 10, 2015 ADD 10% PENALTY	49.38
	TOTAL DELINQUENT INSTALLMENT DUE AFTER DEC. 10, 2015	543.15

15268721016006401600007 00004937700005431511512102

INTERNET COPY

PARCEL NUMBER 016-0064-016-0000	BILL NUMBER 14265965	PROPERTY LOCATION 4230 WARREN AV	95022
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SACRAMENTO COUNTY

SECURED PROPERTY TAX BILL 2014-2015

FOR FISCAL YEAR BEGINNING JULY 1, 2014 AND ENDING JUNE 30, 2015

JULIE VALVERDE
DIRECTOR OF FINANCE
TAX COLLECTOR

ANNUAL TAX BILL

ATTENTION

PLEASE NOTE
YOU WILL NOT RECEIVE A
SEPARATE BILL OR REMINDER
NOTICE FOR THE 2ND INSTALLMENT

PAIDMENT INSTRUCTIONS ON REVERSE

MAIL TO:

JANUARY 1, 2014, LIEN DATE ASSESSED VALUES	
LAND	12,778
IMPROVEMENTS	48,679
FIXTURES	
PERSONAL PROPERTY	
ASSESSED VALUES SUBTOTAL	61,457
LESS: HOMEOWNERS EXEMPTION	
OTHER EXEMPTION	
NET ASSESSED VALUES	61,457

TAX RATE AREA CODE 03064			
AD VALOREM TAXING AGENCY	TAX RATE	TAX RATE	TAX AMOUNT
COUNTY WIDE 1%	1	1.00000	614.57
SACTO UNIFIED GOB	1	.12120	74.49
LOS RIOS COLL GOB	1	.01130	6.94
AD VALOREM TAXING AGENCY TOTAL			696.00

LEVY #	STATUTORY AUTHORITY	DIRECT LEVY NAME	PHONE NUMBER	LEVY AMOUNT
0612	ORDINANCE 20140004	SACTO CORE LIBRARY SERV. TAX	800-441-8280	12.00
0659	CITY ORD 2004-029	SACRAMENTO LIBRARY SERVICES TAX	800-441-8280	30.82
0168	SAFCA ACT	SAFCA O & M ASSESSMENT #1	916-874-7606	32.94
0197	SAFCA ACT	SAFCA CONSOLIDATE CAPITAL ASSMT	916-874-7606	105.54
0595	L & L ACT 1972	CITYWIDE L & L ASSESSMENT DISTRICT	916-808-1440	78.22
0742	WATER ACT	MAINTENANCE AREA 9	916-874-6525	18.66

Pay by credit card or e-check
1-800-877-8578 or
www.sactopay.sacounty.net

DIRECT LEVY TOTAL 278.18

ADJUSTMENT TO MAKE BILL EVEN

FIRST INSTALLMENT → 487.09 **SECOND INSTALLMENT** → 487.09 **TOTAL DUE** → 974.18

FOR 11/1/2014 DUE 11/1/2014 PAY BY 12/10/2014

FOR 2/1/2015 DUE 2/1/2015 PAY BY 4/10/2015

IMPORTANT INFORMATION ON BACK AND ON INSERT
PARTIAL PAYMENTS AND LATE PAYMENTS WITHOUT PENALTIES WILL BE RETURNED

PARCEL NUMBER 016-0064-016-0000	BILL NUMBER 14265965	AGENT BRANCH
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SACRAMENTO COUNTY SECURED PROPERTY TAX BILL 2014-2015

☐ PLEASE CHECK HERE IF YOUR MAILING ADDRESS HAS
CHANGED AND COMPLETE THE FORM ON THE REVERSE SIDE.

☐ OWNER'S NAME:



THE 2ND INSTALLMENT CANNOT BE ACCEPTED BEFORE THE 1ST INSTALLMENT.
ADDITIONAL PENALTIES ARE ADDED IF TAXES ARE NOT PAID IN FULL BY 6/30/2015.

SECOND INSTALLMENT PAYMENT



MAKE CHECK PAYABLE TO SACRAMENTO COUNTY
AND MAIL TO: TAX COLLECTOR'S OFFICE
P O BOX 503, SACRAMENTO, CA 95812-0503

PAY	PAY BY APRIL 10, 2015	487.09
	AFTER APRIL 10, 2015	
	ADD 10% PENALTY + \$18.00 COST	63.71
	TOTAL DELINQUENT INSTALLMENT DUE AFTER APRIL 10, 2015	550.80

14265965016006401600006 00004870900005508021504102

PARCEL NUMBER 016-0064-016-0000	BILL NUMBER 14265965	AGENT BRANCH
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SACRAMENTO COUNTY SECURED PROPERTY TAX BILL 2014-2015

☐ PLEASE CHECK HERE IF YOUR MAILING ADDRESS HAS
CHANGED AND COMPLETE THE FORM ON THE REVERSE SIDE.

☐ OWNER'S NAME:



TO PAY TOTAL OF BOTH INSTALLMENTS BY 12/10/2014, MAIL BOTH PAYMENT
STUBS WITH PAYMENT IN THE AMOUNT OF \$ 974.18

FIRST INSTALLMENT PAYMENT



MAKE CHECK PAYABLE TO SACRAMENTO COUNTY
AND MAIL TO: TAX COLLECTOR'S OFFICE
P O BOX 503, SACRAMENTO, CA 95812-0503

PAY	PAY BY DEC. 10, 2014	487.09
	AFTER DEC. 10, 2014	
	ADD 10% PENALTY	48.71
	TOTAL DELINQUENT INSTALLMENT DUE AFTER DEC. 10, 2014	535.80

14265965016006401600006 00004870900005358011412100

PARCEL NUMBER 016-0064-016-0000 1326805 4230 WARREN AV 95822



SACRAMENTO COUNTY
SECURED PROPERTY TAX BILL 2013-2014
FOR FISCAL YEAR BEGINNING JULY 1, 2013 AND ENDING JUNE 30, 2014

JULIE VALVERDE
DIRECTOR OF FINANCE
TAX COLLECTOR

ANNUAL TAX BILL

ATTENTION

PLEASE NOTE
YOU WILL NOT RECEIVE A
SEPARATE BILL OR REMINDER
NOTICE FOR THE 2ND INSTALLMENT

MAIL TO:

JANUARY 1, 2013, LIEN DATE ASSESSED VALUES	
LAND	12,721
IMPROVEMENTS	48,459
FIXTURES	
PERSONAL PROPERTY	
ASSESSED VALUES SUBTOTAL	61,180
LESS: HOMEOWNERS EXEMPTION	
OTHER EXEMPTION	
NET ASSESSED VALUES	61,180

TAX RATE AREA CODE 03064

AD VALOREM TAXING AGENCY	TAX RATE	TAX AMOUNT
COUNTY WIDE 1%	1.00000	611.80
SACTO UNIFIED GOB	.12250	74.95
LOS RIOS COLL GOB	.01810	11.07

AD VALOREM TAXING AGENCY TOTAL 697.82

LEVY #	STATUTORY AUTHORITY	DIRECT LEVY NAME	PHONE NUMBER	LEVY AMOUNT
0659	CITY ORD 2004-029	SACRAMENTO LIBRARY SERVICES TAX	800-441-8280	29.92
0168	WC 12670.16	SAFCA O & M ASSESSMENT #1	916-874-7606	32.94
0197	SAFCA ACT	SAFCA CONSOLIDATE CAPITAL ASSMT	916-874-7606	105.54
0595	L & L ACT 1972	CITYWIDE L & L ASSESSMENT DISTRICT	916-808-1440	76.54
0742	WATER ACT	MAINTENANCE AREA 9	916-874-6525	12.74

Pay by credit card or e-checkout 1-800-677-3578 or www.eprp.org.sacounty.net

VISA **ELECTRONIC CHECK**

FIRST INSTALLMENT DUE 11/1/2013 PAY BY 12/10/2013 477.75

SECOND INSTALLMENT DUE 2/1/2014 PAY BY 4/10/2014 477.75

TOTAL DUE 955.50

IMPORTANT INFORMATION ON BACK AND ON INSERT
PARTIAL PAYMENTS AND LATE PAYMENTS WITHOUT PENALTIES WILL BE RETURNED

PARCEL NUMBER 016-0064-016-0000 BILL NUMBER 13268605 AGENT BRANCH

SACRAMENTO COUNTY SECURED PROPERTY TAX BILL 2013-2014

☐ PLEASE CHECK HERE IF YOUR MAILING ADDRESS HAS CHANGED AND COMPLETE THE FORM ON THE REVERSE SIDE.

OWNER'S NAME:

THE 2ND INSTALLMENT CANNOT BE ACCEPTED BEFORE THE 1ST INSTALLMENT.
ADDITIONAL PENALTIES ARE ADDED IF TAXES ARE NOT PAID IN FULL BY 6/30/2014.

SECOND INSTALLMENT PAYMENT

MAKE CHECK PAYABLE TO SACRAMENTO COUNTY
AND MAIL TO: TAX COLLECTOR'S OFFICE
P O BOX 808, SACRAMENTO, CA 95812-0508

PAY	PAY BY APRIL 10, 2014	477.75
	AFTER APRIL 10, 2014	
	ADD 10% PENALTY + \$16.00 COST	62.78
	TOTAL DELINQUENT INSTALLMENT DUE AFTER APRIL 10, 2014	540.53

13268605016006401600007 00004777500005405321404103

PARCEL NUMBER 016-0064-016-0000 BILL NUMBER 13268605 AGENT BRANCH

SACRAMENTO COUNTY SECURED PROPERTY TAX BILL 2013-2014

☐ PLEASE CHECK HERE IF YOUR MAILING ADDRESS HAS CHANGED AND COMPLETE THE FORM ON THE REVERSE SIDE.

OWNER'S NAME:

TO PAY TOTAL OF BOTH INSTALLMENTS BY 12/10/2013, MAIL BOTH PAYMENT STUBS WITH PAYMENT IN THE AMOUNT OF \$ 955.50

FIRST INSTALLMENT PAYMENT

MAKE CHECK PAYABLE TO SACRAMENTO COUNTY
AND MAIL TO: TAX COLLECTOR'S OFFICE
P O BOX 808, SACRAMENTO, CA 95812-0508

PAY	PAY BY DEC. 10, 2013	477.75
	AFTER DEC. 10, 2013	
	ADD 10% PENALTY	47.78
	TOTAL DELINQUENT INSTALLMENT DUE AFTER DEC. 10, 2013	525.53

13268605016006401600007 00004777500005255311312109

INTERNET COPY

PARCEL NUMBER 016-0064-016-0000	12269717	PROPERTY LOC. 4230 WARREN AV	95822
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SACRAMENTO COUNTY
SECURED PROPERTY TAX BILL 2012-2013
FOR FISCAL YEAR BEGINNING JULY 1, 2012 AND ENDING JUNE 30, 2013

JULIE VALVERDE
DIRECTOR OF FINANCE
TAX COLLECTOR

ANNUAL TAX BILL

JANUARY 1, 2012, LIEN DATE ASSESSED VALUES	
LAND	12,472
IMPROVEMENTS	47,509
FIXTURES	
PERSONAL PROPERTY	
ASSESSED VALUES SUBTOTAL	59,981
LESS: HOMEOWNERS EXEMPTION	
OTHER EXEMPTION	
NET ASSESSED VALUES	59,981

ATTENTION

PLEASE NOTE
YOU WILL NOT RECEIVE A
SEPARATE BILL OR REMINDER
NOTICE FOR THE 2ND INSTALLMENT

PAID INSTRUCTIONS ON REVERSE

MAIL TO:

TAX RATE AREA CODE 03064			
AD VALOREM TAXING AGENCY	TAX RATE	TAX RATE	TAX AMOUNT
COUNTY WIDE 1%	1	1.00000	599.81
SACTO UNIFIED GOB	1	.09990	59.92
LOS RIOS COLL GOB	1	.01930	11.58
AD VALOREM TAXING AGENCY TOTAL			671.31

LEVY #	STATUTORY AUTHORITY	DIRECT LEVY NAME	PHONE NUMBER	LEVY AMOUNT
0595	L & L ACT 1972	CITYWIDE L & L ASSESSMENT DISTRICT	916-808-1440	74.88
0659	CITY ORD 2004-029	SACRAMENTO LIBRARY SERVICES TAX	800-441-8280	29.18
0197	SAFCA ACT	SAFCA CONSOLIDATE CAPITAL ASSMT	916-874-7606	105.54
0168	WC 12670.16	SAFCA O & M ASSESSMENT #1	916-874-7606	32.94
0742	WC 12878.40	MAINTENANCE AREA 9	916-874-6525	7.02

Pay by credit card or e-check
1-888-677-9078 or at
www.epayments.sacounty.net

VISA **MASTERCARD** **DISCOVER** **AMERICAN EXPRESS**

FIRST INSTALLMENT DUE 11/1/2012 PAY BY 12/10/2012	460.43	SECOND INSTALLMENT DUE 2/1/2013 PAY BY 4/10/2013	460.43	TOTAL DUE	920.86
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IMPORTANT INFORMATION ON BACK AND ON INSERT
PARTIAL PAYMENTS AND LATE PAYMENTS WITHOUT PENALTIES WILL BE RETURNED

PARCEL NUMBER 016-0064-016-0000	BILL NUMBER 12269717	AGENT BRANCH
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SACRAMENTO COUNTY SECURED PROPERTY TAX BILL 2012-2013

☐ PLEASE CHECK HERE IF YOUR MAILING ADDRESS HAS
CHANGED AND COMPLETE THE FORM ON THE REVERSE SIDE.

OWNER'S NAME:



THE 2ND INSTALLMENT CANNOT BE ACCEPTED BEFORE THE 1ST INSTALLMENT.
ADDITIONAL PENALTIES ARE ADDED IF TAXES ARE NOT PAID IN FULL BY 6/30/2013.

SECOND INSTALLMENT PAYMENT



MAKE CHECK PAYABLE TO SACRAMENTO COUNTY
AND MAIL TO: TAX COLLECTOR'S OFFICE
P O BOX 608, SACRAMENTO, CA 95812-0608

PAY	PAY BY APRIL 10, 2013	460.43
	AFTER APRIL 10, 2013 ADD 10% PENALTY + \$10.00 COST	61.04
	TOTAL DELINQUENT INSTALLMENT DUE AFTER APRIL 10, 2013	521.47

12269717016006401600001 00004604300005214721304103

PARCEL NUMBER 016-0064-016-0000	BILL NUMBER 12269717	AGENT BRANCH
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SACRAMENTO COUNTY SECURED PROPERTY TAX BILL 2012-2013

☐ PLEASE CHECK HERE IF YOUR MAILING ADDRESS HAS
CHANGED AND COMPLETE THE FORM ON THE REVERSE SIDE.

OWNER'S NAME:



TO PAY TOTAL OF BOTH INSTALLMENTS BY 12/10/2012, MAIL BOTH PAYMENT
STUBS WITH PAYMENT IN THE AMOUNT OF \$ 920.86

FIRST INSTALLMENT PAYMENT



MAKE CHECK PAYABLE TO SACRAMENTO COUNTY
AND MAIL TO: TAX COLLECTOR'S OFFICE
P O BOX 608, SACRAMENTO, CA 95812-0608

PAY	PAY BY DEC. 10, 2012	460.43
	AFTER DEC. 10, 2012 ADD 10% PENALTY	46.04
	TOTAL DELINQUENT INSTALLMENT DUE AFTER DEC. 10, 2012	506.47

12269717016006401600001 00004604300005064711212107

PARCEL NUMBER 016-0064-016-0000 11272860 INTERNET COPY PROPERTY LOCATION 4230 WARREN AV 95822



SACRAMENTO COUNTY

SECURED PROPERTY TAX BILL 2011-2012
FOR FISCAL YEAR BEGINNING JULY 1, 2011 AND ENDING JUNE 30, 2012

JULIE VALVERDE
DIRECTOR OF FINANCE
TAX COLLECTOR

ANNUAL TAX BILL

ATTENTION

PLEASE NOTE
YOU WILL NOT RECEIVE A
SEPARATE BILL OR REMINDER
NOTICE FOR THE 2ND INSTALLMENT

IMPORTANT INFORMATION ON REVERSE SIDE

MAIL TO:

JANUARY 1, 2011, LIEN DATE ASSESSED VALUES	
LAND	12,228
IMPROVEMENTS	46,578
FIXTURES	
PERSONAL PROPERTY	
ASSESSED VALUES SUBTOTAL	58,806
LESS: HOMEOWNERS EXEMPTION	
OTHER EXEMPTION	
NET ASSESSED VALUES	58,806

TAX RATE AREA CODE 03064

AD VALOREM TAXING AGENCY	TAX RATE	TAX AMOUNT
COUNTY WIDE 1%	1.00000	588.06
SACTO UNIFIED GOB	.09820	57.75
LOS RIOS COLL GOB	.01920	11.29

AD VALOREM TAXING AGENCY TOTAL

657.10

LEVY #	STATUTORY AUTHORITY	OBJECT LEVY NAME	PHONE NUMBER	LEVY AMOUNT
0659	CITY ORD 2004-029	SACRAMENTO LIBRARY SERVICES TAX	800-441-8280	28.42
0595	L & L ACT 1972	CITYWIDE L & L ASSESSMENT DISTRICT	916-808-1440	74.38
0168	WC 12670.16	SAFCA O & M ASSESSMENT #1	916-874-7606	32.94
0197	SAFCA ACT	SAFCA CONSOLIDATE CAPITAL ASSMT	916-874-7606	105.54
0742	WC 12878.40	MAINTENANCE AREA 9	916-874-6525	10.12



PAY BY CREDIT CARD AT 1-888-677-8878
OR BY E-CHECK AND CREDIT CARD AT
WWW.EPROPTAX.SACCOUNTY.NET

DIRECT LEVY TOTAL	251.40
ADJUSTMENT TO MAKE BILL EVEN	

FIRST INSTALLMENT DUE 11/1/2011 PAY BY 12/10/2011	454.25	SECOND INSTALLMENT DUE 2/1/2012 PAY BY 4/10/2012	454.25	TOTAL DUE	908.50
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PLEASE READ THE BACK OF THIS TAX BILL AND THE ENCLOSED INSERT FOR IMPORTANT INFORMATION. PARTIAL PAYMENTS CANNOT BE ACCEPTED AND WILL BE RETURNED. LATE PAYMENTS RECEIVED WITHOUT PENALTIES WILL BE RETURNED. ADDITIONAL PENALTIES APPLY IF NOT PAID IN FULL BY JUNE 30.

PARCEL NUMBER 016-0064-016-0000 BILL NUMBER 11272860 AGENT BRANCH

SACRAMENTO COUNTY SECURED PROPERTY TAX BILL 2011-2012

☐ PLEASE CHECK HERE IF YOUR MAILING ADDRESS HAS CHANGED AND COMPLETE THE FORM ON THE REVERSE SIDE.

OWNER'S NAME:

THE 2ND INSTALLMENT CANNOT BE ACCEPTED BEFORE THE 1ST INSTALLMENT. ADDITIONAL PENALTIES ARE ADDED IF TAXES ARE NOT PAID IN FULL BY 8/30/2012.

SECOND INSTALLMENT PAYMENT



MAKE CHECK PAYABLE TO SACRAMENTO COUNTY
AND MAIL TO: TAX COLLECTOR'S OFFICE
P O BOX 508, SACRAMENTO, CA 95812-0508

PAY	PAY BY APRIL 10, 2012	454.25
	AFTER APRIL 10, 2012 ADD 10% PENALTY + \$15.00 COST	60.43
	TOTAL DELINQUENT INSTALLMENT DUE AFTER APRIL 10, 2012	514.68

11272860016006401600006 00004542500005146821204106

PARCEL NUMBER 016-0064-016-0000 BILL NUMBER 11272860 AGENT BRANCH

SACRAMENTO COUNTY SECURED PROPERTY TAX BILL 2011-2012

☐ PLEASE CHECK HERE IF YOUR MAILING ADDRESS HAS CHANGED AND COMPLETE THE FORM ON THE REVERSE SIDE.

OWNER'S NAME:

TO PAY TOTAL OF BOTH INSTALLMENTS BY 12/10/2011, MAIL BOTH PAYMENT STUBS WITH PAYMENT IN THE AMOUNT OF \$ 908.50

FIRST INSTALLMENT PAYMENT



MAKE CHECK PAYABLE TO SACRAMENTO COUNTY
AND MAIL TO: TAX COLLECTOR'S OFFICE
P O BOX 508, SACRAMENTO, CA 95812-0508

PAY	PAY BY DEC. 10, 2011	454.25
	AFTER DEC. 10, 2011 ADD 10% PENALTY	45.43
	TOTAL DELINQUENT INSTALLMENT DUE AFTER DEC. 10, 2011	499.68

11272860016006401600006 0000454250000499681112102

PARCEL NUMBER 016-0064-016-0000 10260. 4230 WARREN AV 95822



SACRAMENTO COUNTY

SECURED PROPERTY TAX BILL 2010-2011

FOR FISCAL YEAR BEGINNING JULY 1, 2010 AND ENDING JUNE 30, 2011

ANNUAL TAX BILL

JULIE VALMERDE
DIRECTOR OF FINANCE
TAX COLLECTOR

ATTENTION

PLEASE NOTE
YOU WILL NOT RECEIVE A
SEPARATE BILL OR REMINDER
NOTICE FOR THE 2ND INSTALLMENT

IMPORTANT INFORMATION ON REVERSE SIDE

MAIL TO:

JANUARY 1, 2010, LIEN DATE ASSESSED VALUES	
LAND	12,137
IMPROVEMENTS	46,230
FUTURES	
PERSONAL PROPERTY	
ASSESSED VALUES SUBTOTAL	58,367
LESS: HOMEOWNERS EXEMPTION	
OTHER EXEMPTION	
NET ASSESSED VALUES	58,367

TAX RATE AREA CODE 03064			
AD VALOREM TAXING AGENCY	TAX RATE	TAX RATE	TAX AMOUNT
COUNTY WIDE 1%	1	1.00000	583.67
SACTO UNIFIED GOB	1	.09790	57.14
LOS RIOS COLLEGE GOB	1	.00900	5.25
AD VALOREM TAXING AGENCY TOTAL			646.06

LEVY #	STATUTORY AUTHORITY	DIRECT LEVY NAME	PHONE NUMBER	LEVY AMOUNT
0659	CITY ORD 2004-029	SACRAMENTO LIBRARY SERVICES TAX	800-441-8280	27.74
0595	L & L ACT 1972	CITYWIDE L & L ASSESSMENT DISTRICT	800-676-7516	72.46
0168	NC 12670.16	SAFCA O & M ASSESSMENT #1	916-874-7606	32.94
0197	SAFCA ACT	SAFCA CONSOLIDATE CAPITAL ASSMT	916-874-7606	105.54
0742	WC 12878.40	MAINTENANCE AREA 9	916-874-6525	7.56

PAY BY CREDIT CARD AT 1-800-677-3578 OR BY E-CHECK/AND CREDIT CARD AT WWW.EPROPTAX.SACCOUNTY.NET

DIRECT LEVY TOTAL 246.24

ADJUSTMENT TO MAKE BILL EVEN

FIRST INSTALLMENT → 446.15 **SECOND INSTALLMENT** → 446.15 **TOTAL DUE** → 892.30

PLEASE READ THE BACK OF THIS TAX BILL AND THE ENCLOSED INSERT FOR IMPORTANT INFORMATION. PARTIAL PAYMENTS CANNOT BE ACCEPTED AND WILL BE RETURNED. LATE PAYMENTS RECEIVED WITHOUT PENALTIES WILL BE RETURNED. ADDITIONAL PENALTIES APPLY IF NOT PAID IN FULL BY JUNE 30.

PARCEL NUMBER 016-0064-016-0000 BILL NUMBER 10260991 AGENT BRANCH

SACRAMENTO COUNTY SECURED PROPERTY TAX BILL 2010-2011

☐ PLEASE CHECK HERE IF YOUR MAILING ADDRESS HAS CHANGED AND COMPLETE THE FORM ON THE REVERSE SIDE.

OWNER'S NAME:

THE 2ND INSTALLMENT CANNOT BE ACCEPTED BEFORE THE 1ST INSTALLMENT. ADDITIONAL PENALTIES ARE ADDED IF TAXES ARE NOT PAID IN FULL BY 8/30/2011.

SECOND INSTALLMENT PAYMENT

PAY BY APRIL 10, 2011 446.15

AFTER APRIL 10, 2011

ADD 10% PENALTY 59.62

+ \$15.00 COST

TOTAL DELINQUENT INSTALLMENT DUE AFTER APRIL 10, 2011 505.77

10260991016006401600005 00004461500005057721104105

PARCEL NUMBER 016-0064-016-0000 BILL NUMBER 10260991 AGENT BRANCH

SACRAMENTO COUNTY SECURED PROPERTY TAX BILL 2010-2011

☐ PLEASE CHECK HERE IF YOUR MAILING ADDRESS HAS CHANGED AND COMPLETE THE FORM ON THE REVERSE SIDE.

OWNER'S NAME:

TO PAY TOTAL OF BOTH INSTALLMENTS BY 12/10/2010, MAIL BOTH PAYMENT STUBS WITH PAYMENT IN THE AMOUNT OF \$ 892.30

FIRST INSTALLMENT PAYMENT

PAY BY DEC. 10, 2010 446.15

AFTER DEC. 10, 2010

ADD 10% PENALTY 44.62

TOTAL DELINQUENT INSTALLMENT DUE AFTER DEC. 10, 2010 490.77

10260991016006401600005 00004461500004907711012107

PARCEL NUMBER 016-0064-016-0000	09265...4	INTERNET COPY	PROPERTY LOC. 4230 WARREN AV	95822
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SACRAMENTO COUNTY **SECURED PROPERTY TAX BILL 2009-2010** FOR FISCAL YEAR BEGINNING JULY 1, 2009 AND ENDING JUNE 30, 2010

DAVE BUSH
DIRECTOR OF FINANCE
TAX COLLECTOR

ANNUAL TAX BILL

ATTENTION

PLEASE NOTE
 YOU WILL NOT RECEIVE A
 SEPARATE BILL OR REMINDER
 NOTICE FOR THE 2ND INSTALLMENT

IMPORTANT INFORMATION ON REVERSE SIDE

MAIL TO:

JANUARY 1, 2009 - LEASE DATE ASSESSED VALUES	
LAND	12,166
IMPROVEMENTS	46,340
FIXTURES	
PERSONAL PROPERTY	
ASSESSED VALUES SUBTOTAL	58,506
LESS: HOMEOWNERS EXEMPTION	
OTHER EXEMPTION	
NET ASSESSED VALUES	58,506

TAX RATE AREA CODE 03064			
AD VALOREM TAXING AGENCY	TAX RATE	TAX RATE	TAX AMOUNT
COUNTY WIDE 1%	1	1.00000	585.06
SACTO UNIFIED GOB	1	.09110	53.30
LOS RIOS COLLEGE GOB	1	.01240	7.25
AD VALOREM TAXING AGENCY TOTAL			645.61

LEVY #	STATUTORY AUTHORITY	DIRECT LEVY NAME	PHONE NUMBER	LEVY AMOUNT
0659	CITY ORD 2004-029	SACRAMENTO LIBRARY SERVICES TAX	800-441-8280	27.46
0595	L & L ACT 1972	SACTO CITY LIGHTING & LANDSCAPING	916-808-9681	71.30
0742	WC 12878.40	MAINTENANCE AREA 9	916-874-6525	6.76
0197	SAFCA ACT	SAFCA CONSOLIDATE CAPITAL ASSMT	916-874-7606	105.54
0168	WC 12670.16	SAFCA O & M ASSESSMENT #1	916-874-7606	32.94

	PAY BY CREDIT CARD AT 1-888-677-6578 OR BY E-CHECK AND CREDIT CARD AT WWW.EPROPTAX.SACCOUNTY.NET	DIRECT LEVY TOTAL 244.00 ADJUSTMENT TO MAKE BILL EVEN -.01
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FIRST INSTALLMENT → 444.80 DUE 11/1/2009
 PAY BY 12/10/2009
 SECOND INSTALLMENT → 444.80 DUE 2/1/2010
 PAY BY 4/10/2010
TOTAL DUE → 889.60

PLEASE READ THE BACK OF THIS TAX BILL AND THE ENCLOSED INSERT FOR IMPORTANT INFORMATION. PARTIAL PAYMENTS CANNOT BE ACCEPTED AND WILL BE RETURNED. LATE PAYMENTS RECEIVED WITHOUT PENALTIES WILL BE RETURNED. ADDITIONAL PENALTIES APPLY IF NOT PAID IN FULL BY JUNE 30.

PARCEL NUMBER 016-0064-016-0000	BILL NUMBER 09269624	AGENT BRANCH
------------------------------------	-------------------------	--------------

SACRAMENTO COUNTY SECURED PROPERTY TAX BILL 2009-2010

☐ PLEASE CHECK HERE IF YOUR MAILING ADDRESS HAS CHANGED AND COMPLETE THE FORM ON THE REVERSE SIDE.

OWNER'S NAME:

THE 2ND INSTALLMENT CANNOT BE ACCEPTED BEFORE THE 1ST INSTALLMENT. ADDITIONAL PENALTIES ARE ADDED IF TAXES ARE NOT PAID IN FULL BY 6/30/2010.

SECOND INSTALLMENT PAYMENT

PAY	PAY BY APRIL 10, 2010	444.80
	AFTER APRIL 10, 2010	
	ADD 10% PENALTY	59.48
	ADD 1% COST	
TOTAL DELINQUENT INSTALLMENT DUE AFTER APRIL 10, 2010		504.28

09269624016006401600005 00004448000005042821004107

PARCEL NUMBER 016-0064-016-0000	BILL NUMBER 09269624	AGENT BRANCH
------------------------------------	-------------------------	--------------

SACRAMENTO COUNTY SECURED PROPERTY TAX BILL 2009-2010

☐ PLEASE CHECK HERE IF YOUR MAILING ADDRESS HAS CHANGED AND COMPLETE THE FORM ON THE REVERSE SIDE.

OWNER'S NAME:

TO PAY TOTAL OF BOTH INSTALLMENTS BY 12/10/2009, MAIL BOTH PAYMENT STUBS WITH PAYMENT IN THE AMOUNT OF \$ 889.60

FIRST INSTALLMENT PAYMENT

PAY	PAY BY DEC. 10, 2009	444.80
	AFTER DEC. 10, 2009	
	ADD 10% PENALTY	44.48
	ADD 1% COST	
TOTAL DELINQUENT INSTALLMENT DUE AFTER DEC. 10, 2009		489.28

09269624016006401600005 00004448000004892810912103

PARCEL NUMBER 016-0064-016-0000 08249693 4230 WARDEN AV 95822



SACRAMENTO COUNTY

SECURED PROPERTY TAX BILL 2008-2009
FOR FISCAL YEAR BEGINNING JULY 1, 2008 AND ENDING JUNE 30, 2009

DAVE BUSH
DIRECTOR OF FINANCE
TAX COLLECTOR

ANNUAL TAX BILL

ATTENTION

PLEASE NOTE
YOU WILL NOT RECEIVE A
SEPARATE BILL OR REMINDER
NOTICE FOR THE 2ND INSTALLMENT

IMPORTANT INFORMATION ON REVERSE SIDE

MAR. TO:

JANUARY 1, 2008, LHM DATE ASSESSED VALUED	
LAND	11,928
IMPROVEMENTS	45,432
FIXTURES	
PERSONAL PROPERTY	
ASSESSED VALUES SUBTOTAL	57,360
LESS: HOMEOWNERS EXEMPTION	
OTHER EXEMPTION	
NET ASSESSED VALUED	57,360

TAX RATE AREA CODE 03064			
AD VALOREM TAKING AGENCY	TAX RATE	TAX RATE	TAX AMOUNT
COUNTY WIDE 1%	1	1.00000	573.60
SACTO UNIFIED GOB	1	.09380	53.80
LOS RIOS COLLEGE GOB	1	.00740	4.24

AD VALOREM TAKING AGENCY TOTAL 631.64

LEVY #	STATUTORY AUTHORITY	DIRECT LEVY NAME	PHONE NUMBER	LEVY AMOUNT
0659	CITY ORD 2004-029	SACRAMENTO LIBRARY SERVICES TAX	800-441-8280	27.40
0742	WC 12878.40	MAINTENANCE AREA 9	916-874-6525	9.84
0595	L & L ACT 1972	SACTO CITY LIGHTING & LANDSCAPING	916-808-5681	70.76
0168	WC 12670.16	SAFCA O & M ASSESSMENT #1	916-874-7606	32.94
0197	SAFCA ACT	SAFCA CONSOLIDATE CAPITAL ASSMT	916-874-7606	105.54

Tax exemption
for Primary Home
CA

PAY BY CREDIT CARD AT 1-800-877-3573
OR BY E-CHECK AND CREDIT CARD AT
WWW.EPROPTAX.SACCOUNTY.NET

ADJUSTMENT TO MAKE BILL EVEN 246.48

FIRST INSTALLMENT DUE 11/1/2008 439.06 SECOND INSTALLMENT DUE 2/1/2009 439.06 TOTAL DUE 878.12

PLEASE READ THE BACK OF THIS TAX BILL AND THE ENCLOSED INSERT FOR IMPORTANT INFORMATION. PARTIAL PAYMENTS CANNOT BE ACCEPTED AND WILL BE RETURNED. LATE PAYMENTS RECEIVED WITHOUT PENALTIES WILL BE RETURNED. ADDITIONAL PENALTIES APPLY IF NOT PAID IN FULL BY JUNE 30.

PARCEL NUMBER 016-0064-016-0000 BILL NUMBER 08249693 AGENT BRANCH

SACRAMENTO COUNTY SECURED PROPERTY TAX BILL 2008-2009

☐ PLEASE CHECK HERE IF YOUR MAILING ADDRESS HAS CHANGED AND COMPLETE THE FORM ON THE REVERSE SIDE.

OWNER'S NAME:

THE 2ND INSTALLMENT CANNOT BE ACCEPTED BEFORE THE 1ST INSTALLMENT. ADDITIONAL PENALTIES ARE ADDED IF TAXES ARE NOT PAID IN FULL BY 6/30/2009.

SECOND INSTALLMENT PAYMENT

MAKE CHECK PAYABLE TO SACRAMENTO COUNTY AND MAIL TO: TAX COLLECTOR'S OFFICE
P O BOX 606, SACRAMENTO, CA 95812-0606

PAY BY APRIL 10, 2009	439.06
AFTER APRIL 10, 2009 ADD 10% PENALTY + \$18.00 COST	58.91
TOTAL DELINQUENT INSTALLMENT DUE AFTER APRIL 10, 2009	497.97

08249693016006401600007 00004390600004979720904109

PARCEL NUMBER 016-0064-016-0000 BILL NUMBER 08249693 AGENT BRANCH

SACRAMENTO COUNTY SECURED PROPERTY TAX BILL 2008-2009

☐ PLEASE CHECK HERE IF YOUR MAILING ADDRESS HAS CHANGED AND COMPLETE THE FORM ON THE REVERSE SIDE.

OWNER'S NAME:

TO PAY TOTAL OF BOTH INSTALLMENTS BY 12/10/2008, MAIL BOTH PAYMENT STUBS WITH PAYMENT IN THE AMOUNT OF \$ 878.12

FIRST INSTALLMENT PAYMENT

MAKE CHECK PAYABLE TO SACRAMENTO COUNTY AND MAIL TO: TAX COLLECTOR'S OFFICE
P O BOX 606, SACRAMENTO, CA 95812-0606

PAY BY DEC. 10, 2008	439.06
AFTER DEC. 10, 2008 ADD 10% PENALTY	43.91
TOTAL DELINQUENT INSTALLMENT DUE AFTER DEC. 10, 2008	482.97

08249693016006401600007 00004390600004829710812103

Exhibit “D”



First American

myFirstAm[®] Combined Report

5800 Kennedy Dr, Chevy Chase, MD 20815

Property Address:

**5800 Kennedy Dr
Chevy Chase, MD 20815**

See pg 1 of 16
pg 2 of 16
pg 7 of 16

Combined Report

5800 Kennedy Dr, Chevy Chase, MD 20815

08/08/2020

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Return To:
~~Citibank, N.A.~~
~~Attn: Document Processing~~
~~P.O. Box 790021~~
~~St. Louis, MO 63179-0021~~

Boston National Title Agency
473 NW Prime Vista Blvd
Port St Lucie, FL 34983

MONTGOMERY COUNTY, MD

Prepared By:
Citibank, N.A.
1 Court Square
Floor 20
Long Island City, NY 11120

APPROVED BY me

FEB 28 2017

\$ 2350.50 RECORDATION TAX PAID
\$ N/A TRANSFER TAX PAID

MD11111456

[Space Above This Line For Recording Data]

DEED OF TRUST

MTN

108011511244137445

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 30, 2017 together with all Riders to this document.

(B) "Borrower" is Doris O. Matsui as Trustee of the Matsui Revocable Living Trust

dated May 15, 2007 and subject to First Amendment to the Matsui Revocable Living Trust dated Matsui Revocable Living Trust Dated May 31, 2011, as to an undivided fifty percent(50%) as joint tenants with right of survivorship with Brian Matsui and Amy Matsui, husband and wife holding (50%) interest as tenants by the entirety with each other

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Citibank, N.A.

Lender is a Corporation
organized and existing under the laws of the United States
001124413744

Citibank 3.2.111.27

MARYLAND-Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
Form 3021 1/01

Walters Kluwer Financial Services

VMP 6A(MD) (1208).00

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Initials OK SK DOY



Lender's address is 1000 Technology Drive O'Fallon , MO 63368-2240

(D) "Trustee" is Jake Geesing, Esq. BWL Law Group, LLC

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated January 30, 2017
The Note states that Borrower owes Lender Two Hundred Sixty Five Thousand

Dollars
(U.S. \$ 265,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than March 1, 2047

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

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

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

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input checked="" type="checkbox"/> Other(s) [specify]

Schedule "A"

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

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

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

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

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

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

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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to

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MARYLAND-Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
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Citibank 3.2.111.27

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Initials: Sam Allen DJL Form 3021 1/01

time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Montgomery :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

See Schedule/Exhibit A

Parcel ID Number: 5800 Kennedy Dr
CHEVY CHASE
("Property Address"):

which currently has the address of
[Street]
(City), Maryland 20815-5528 [Zip Code]

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances

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Initials: *RM* *DL*

Form 3021 1/01

of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

1. **Payment of Principal, Interest, Escrow Items, 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 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

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

VMP 9A(MD) (1/01/00)

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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 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

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MARYLAND-Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
VMP 6.6A(MD) (1/2008.00)

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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 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

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

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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 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

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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 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.

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(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.

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.

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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 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.

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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.

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

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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 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

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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 assert in the foreclosure proceeding 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, assent to decree, and/or 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 mail or cause Trustee to mail a notice of sale to Borrower in the manner prescribed by Applicable Law. Trustee shall give notice of sale by public advertisement and by such other means as required by Applicable Law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale and by notice to any other persons as required by Applicable Law. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, Trustee's fees of \$ 5 % of the gross sale price and 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.

Borrower, in accordance with Title 14, Chapter 200 of the Maryland Rules of Procedure, does hereby declare and assent to the passage of a decree to sell the Property in one or more parcels by the equity court having jurisdiction for the sale of the Property, and consents to the granting to any trustee appointed by the assent to decree of all the rights, powers and remedies granted to the Trustee in this Security Instrument together with any and all rights, powers and remedies granted by the decree. Neither the assent to decree nor the power of sale granted in this Section 22 shall be exhausted in the event the proceeding is dismissed before the payment in full of all sums secured by this Security Instrument.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender or Trustee, shall release this Security Instrument and mark the Note "paid" and return the Note to Borrower. 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. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the city or county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Possession of the Property. Borrower shall have possession of the Property until Lender has given Borrower notice of default pursuant to Section 22 of this Security Instrument.

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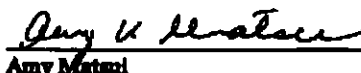
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:



Brian Matsui

(Seal)
-Borrower



Amy Matsui

(Seal)
-Borrower

(Seal)
-Borrower



Doris O. Matsui as Trustee of the Matsui Revocable
Living Trust dated May 15, 2007 and subject to First
Amendment to the Matsui Revocable Living Trust dated
Matsui Revocable Living Trust Dated May 31, 201

(Seal)
-Borrower

(Sign Original Only)

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STATE OF MARYLAND,

County ss: Montgomery

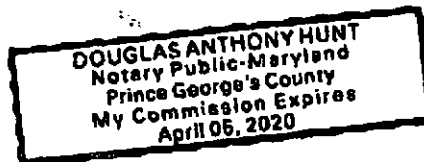
I Hereby Certify, That on this 30 day of January 2017, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~thence~~ personally appeared Brian Matsui, Amy Matsui and Doris Matsui

known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge that he/she/they executed the same for the purposes therein contained.

AS WITNESS: my hand and notarial seal.

My Commission Expires: 4/5/2020


Notary Public



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Initialed: Brian Allen DM Form 3021 1/01

STATE OF *Florida*

St Lucie County ss:

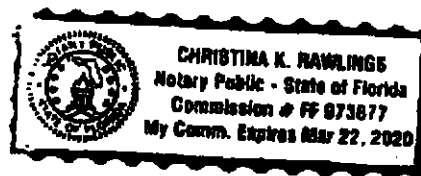
I Hereby Certify, That on this *2nd* day of *February 2017* before me, the subscriber,
a Notary Public of the State of *Florida* and for the *Closing of St Lucie*
personally appeared *Stephanne Brown*

the agent of the party secured by the foregoing Deed of Trust, and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth and that the actual sum of money advanced at the closing transaction by the secured party was paid over and disbursed by the party or parties secured by the Deed of Trust to the Borrower or to the person responsible for disbursement of funds in the closing transaction or their respective agent at a time not later than the execution and delivery by the Borrower of this Deed of Trust; and also made oath that he is the agent of the party or parties secured and is duly authorized to make this affidavit.

AS WITNESS: my hand and notarial seal.

My Commission Expires:

Christina K. Rawlings
Notary Public



This is to certify that the within instrument was prepared

Dawn West
Dawn West
Closer for Citibank

Loan origination organization Citibank, N.A.
NMLS ID 412915
Loan originator Stuart Boline
NMLS ID 388482

001124413744

MARYLAND-Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
VMP 6.6A(MD) (11/06/00)

Citibank 3.2.111.27

Page 16 of 16

Initials: *Dawn West* Del Form 3021 1/01

Maryland Lender and Originator Disclosures

Instructions: Insert the names and addresses of the Lender and Borrower. Insert the property address.

Lender

Citibank, N.A.
1000 Technology Drive
O'Fallon, MO 63368-2240

Borrower

Brian Matsui, Amy Matsui
5800 Kennedy Drive
Chevy Chase, MD 20815-

Property Address

5800 Kennedy Dr
CHEVY CHASE, MD 20815-5528

Licenses Information

Instructions: Maryland licensed lenders and originators should complete the blanks in this area. Maryland licensed lenders and originators do not need to sign this form. If you are not attaching a security instrument, see further instructions below.

Maryland Mortgage**Lender Name** _____**Maryland Mortgage Loan****Originator Name** _____**Maryland Mortgage****Lender License****Number** _____**Maryland Mortgage Loan****Originator License****Number** _____

Affidavits

Instructions: If you are not attaching this document to a security instrument for filing, complete the liber/book and page number blanks below. Check the box(es) that apply, complete the applicable blanks, and sign.

If you are attaching this document to a security instrument, the term "Loan" means the mortgage loan secured by that security instrument, or if you are not attaching this document to a security instrument, "Loan" means the security instrument recorded at liber/book _____, page _____.

☐ **Affidavit of Individual Mortgage Loan Originator**

I, _____, whose address is _____, hereby affirm under penalties of

perjury that I am the individual who originated the Loan and, in connection therewith, I am exempt from the licensing requirements under Financial Institutions Article, §§11-601 through 11-618, Annotated Code of Maryland.

I SOLEMNLY AFFIRM under penalties of perjury and upon personal knowledge that the contents of the foregoing paper are true.

Signature _____**Date** _____**Print Name** _____

Application No. 001124413744
Lender and Originator Disclosures-MD
VMP © Barbers Systems™
Wolters Kluwer Financial Services © 2008, 2010

Account No. 1124413744
VMP188(MD) (1003).00
Page 1 of 2

☐ Affidavit of Lender

I, _____, hereby affirm under penalties of perjury that I am
the _____ of _____

_____, ("Lender") that made the Loan. The Lender's address is set forth above. I am duly authorized by the Lender to execute this Affidavit. The Lender, in connection with the Loan, is exempt from the licensing requirements under the Financial Institutions Article §§ 11-501 through 11-524, Annotated Code of Maryland.

I SOLEMNLY AFFIRM under penalties of perjury and upon personal knowledge that the contents of the foregoing paper are true.

Signature _____ Date _____
Print Name _____ Print Title _____

☒ Affidavit of Lender (on its own behalf and on behalf of its employee who originated the Loan)

I, Kathy A. Timken, hereby affirm under penalties of perjury that I am
the Vice President of Chitibank, N.A.

_____, ("Lender") that made the Loan. The Lender's address is set forth above. I am duly authorized by the Lender to execute this Affidavit. The Lender, in connection with the Loan, is exempt from the licensing requirements under the Financial Institutions Article, §§ 11-501 through 11-524, Annotated Code of Maryland. The employee of the Lender who originated the Loan is exempt from the licensing requirements under Financial Institutions Article, §§ 11-601 through 11-618, Annotated Code of Maryland.

I SOLEMNLY AFFIRM under penalties of perjury and upon personal knowledge that the contents of the foregoing paper are true.

Signature Kathy A. Timken Date January 30, 2017
Print Name Kathy A. Timken Print Title Vice President

☐ Affidavit of Mortgage Broker (on behalf of its employee who originated the Loan)

I, _____, hereby affirm under penalties of perjury that I am
the _____ of _____

_____, ("Broker") that brokered the Loan. The Broker's address is _____

I am duly authorized by the Broker to execute this Affidavit. The Broker's employee, _____, is the individual who originated the Loan. The employee, in connection with the Loan, is exempt from the licensing requirements under Financial Institutions Article §§ 11-601 through 11-618, Annotated Code of Maryland.

I SOLEMNLY AFFIRM under penalties of perjury and upon personal knowledge that the contents of the foregoing paper are true.

Signature _____ Date _____
Print Name _____ Print Title _____

Escrow File No.: MD16101406

EXHIBIT "A"

The following described land, situate, lying and being in the County of Montgomery, State of Maryland, to-wit:

Lot numbered Eleven (11) in Block numbered Eight (8) in a subdivision known as "Section 2, Kenwood", as per plat thereof recorded in Plat Book 46 at Plat 3445, among the Land Records of Montgomery County, Maryland.

TAX ID: 07-00516700

NOTE: The property address and tax parcel identification number listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.

Being that parcel of land conveyed to Doris O. Matsui as Trustee of the Matsui Revocable Living Trust dated May 15, 2007 and subject to First Amendment to the Matsui Revocable Living Trust dated May 31, 2011, as to an undivided fifty percent (50%) as joint tenants with a right of survivorship with Brian Matsui and Amy Matsui, husband and wife, holding the remaining fifty percent (50%) interest as tenants by the entirety with each other from Doris O. Matsui as Trustee of the Matsui Revocable Living Trust dated May 15, 2007 and subject to First Amendment to the Matsui Revocable Living Trust dated May 31, 2011 by that deed dated 7/25/2015 and recorded 8/13/2015 in deed book 50805, at page 161 of the Montgomery County, MD public registry.

Being that parcel of land conveyed to Doris O. Matsui as Trustee of the Matsui Revocable Living Trust dated May 15, 2007 and subject to First Amendment to the Matsui Revocable Living Trust dated May 31, 2011 from Doris Matsui, surviving joint tenant of Robert T. Matsui by that deed dated 9/4/2014 and recorded 9/12/2014 in deed book 49156, at page 276 of the Montgomery County, MD public registry. The aforementioned Robert T. Matsui departed this world on 01/01/2005.

Being that parcel of land conveyed to Robert T. Matsui and Doris Matsui, his wife, as tenants by the entirety from Louis J.M. Zinterhofer and Susan A. Zinterhofer, his wife by that deed dated 6/6/1979 and recorded 6/19/1979 in deed Liber 5340, at Folio 710 of the Montgomery County, MD public registry.

PARCEL NUMBER(S): 07-00516700

Field Office: WFO - Chief's Office
Post - Office of Records: 100-CE 100 (100)
Casey - SDAT: Caldwell - Reports

Exhibit "E"



First American

myFirstAm® Combined Report

4230 Warren Ave, Sacramento, CA 95822

Property Address:

**4230 Warren Ave
Sacramento, CA 95822**

Pg 4 of 6
Pg 5 of 6
Pg 6 of 6

Combined Report

4230 Warren Ave, Sacramento, CA 95822

08/06/2020

Information contained herein is subject to the Limitation of Liability for Informational Report set forth on the last page hereof. ©2005-2020 First American Financial Corporation and its affiliates. All rights reserved.

WHEN RECORDED MAIL TO
UNION BANK RESIDENTIAL LOAN DEPT.
P.O. BOX 85645
SAN DIEGO, CALIFORNIA 92186-5645
LOAN NO.: 000961058
2-12-08

BOOK PAGE
96 01 16 0415

OFFICIAL RECORDS
SACRAMENTO COUNTY, CALIF.

94 JAN 14 AM 8:00

(Space Above This Line For Recording Date)

DEED OF TRUST

FEE
\$22
6

THIS DEED OF TRUST ("Security Instrument") is made on DECEMBER 16, 1993
The trustee is ROBERT T. MATSUI AND DORIS MATSUI, HUSBAND AND WIFE

The trustee is UNION BANK, A CALIFORNIA BANKING CORPORATION

("Borrower")

The beneficiary is UNION BANK, A CALIFORNIA BANKING CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS

("Trustee")

which is organized and existing under the laws of CALIFORNIA, and whose address is
RESIDENTIAL LOAN DEPARTMENT, P.O. BOX 85645, SAN DIEGO, CALIFORNIA 92186-5645 ("Lender")

Borrower owes Lender the principal sum of SEVENTY-EIGHT THOUSAND AND NO/100

Dollars (U.S. \$ 78,000.00) 1. This debt is evidenced by Borrower's note dated the
same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due
and payable on JANUARY 1, 2009.

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

APN 916-0854-016-0000

LOT 17 OF SOUTH LAND PARK TERRACE UNIT NO. 1, ACCORDING TO THE OFFICIAL
PLAN THEREOF, FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY,
CALIFORNIA ON SEPTEMBER 13, 1991, IN BOOK 32 OF MAPS, MAP NO. 33.

FIRST AMERICAN TITLE INSURANCE COMPANY

which has the address of 4230 WARREN AVENUE, SACRAMENTO

(Name)

(City)

California 95822

("Property Address")

(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances,
and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security
Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

CALIFORNIA - Single Family - FIDELITYBANK UNIFORM INSTRUMENT
BY 11000 FID

Form 9206 000

Page 1 of 1

LOAN NO. 080561056

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day quarterly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly household payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 3, in lieu of the payment of mortgage insurance premiums. These items are called "Factor Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's reserve account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lower amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lower amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Factor Items or otherwise in accordance with applicable law. The Funds shall be held in an institution where deposits are insured by a federal agency, instrumentally, or entity disclosing Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Factor Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the reserve account, or verifying the Factor Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent audit of the Factor Items reported by Lender to a consumer with this loan, unless applicable law provides otherwise. Unless an agreement to make an applicable law requires consent to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree on savings, however, that cannot be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purposes for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.
3. **Use of Funds.** If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Factor Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.
4. **Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any Funds held by Lender.** If, under paragraph 31, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.
5. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 3 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to any late charges due under the Note; and last, to principal due.
6. **Charges on Loan.** Borrower shall pay all taxes, assessments, charges, fees and expenses attributable to the Property which may attach priority over this Security Instrument, and household payments or ground rents, if any. Borrower shall pay these obligations on the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them in time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.
7. **Release of Lien.** Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) agrees from the holder of the lien an agreement satisfactory to Lender authorizing the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 15 days of the giving of notice.
8. **Hazard or 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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.
9. **All insurance policies and contracts shall be acceptable to Lender and shall include a standard mortgage clause.** Lender shall have the right to hold the policies and contracts. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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.
10. **Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not impaired.** If the restoration or repair is not economically feasible or Lender's security would be impaired, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any sums paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.
11. **Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 3 or change the amount of the payments.** If under paragraph 31 the Property is acquired by Lender, Borrower's right in any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.
12. **Occupancy, Possession, Maintenance and Protection of the Property; Borrower's Home Appliances; Lender's Lien.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty 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 extraordinary circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to

LOAN NO. 000561055

determine, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 14, by curing the cause or proceeding to be dismissed with a ruling that, in Lender's good faith determination, prohibits forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or incomplete information or statements to Lender (as failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with 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.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a pending or bankruptcy, probate, re-conveyance or forfeiture or to enforce laws or regulations), then Lender may in and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a Lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 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.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, 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, or an alternate mortgage insurer approved by Lender. If administratively equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the mortgage coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loan reserve in lieu of mortgage insurance. Loan reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and maintained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loan reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice in the form of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or the conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by the Security Instrument, the sums secured by the Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for the 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 proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend to prepayment the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Performance by Lender Not a Waiver.** Satisfaction of the time for payment or satisfaction of acceleration of the sums secured by this Security Instrument granted by Lender in any extension in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to convene proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forgiveness by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-obligors.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only in mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument 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 limit, then: (a) any such loan charges 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

LOAN NO. 000361056

SECOND HOME RIDER

THIS SECOND HOME RIDER is made on this 16th day of DECEMBER 1993 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," whether there are one or more persons undersigned) to secure Borrower's Note to UNION BANK, A CALIFORNIA BANKING CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS (the "Lender") of the same date and covering the property described in the Security Instrument (the "Property"), which is located at:



4230 WARREN AVENUE, SACRAMENTO, CALIFORNIA 95822

(Property Address)

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Uniform Covenant 6 of the Security Instrument is deleted and is replaced by the following:

6. **Occupancy and Use, Preservation, Maintenance and Protection of the Property; Borrower's Loan Assumption; Leasehold.** Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's personal use and enjoyment at all times, and shall not subject the Property to any financing or other shared-ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 14, by curing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender or failed to provide Lender with any material information in connection with the loan evidenced by this Note, including, but not limited to, representations concerning Borrower's occupancy and use of the Property as a second home. 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 in the merger in writing.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Second Home Rider.

 _____ ROBERT T. MATSUI	(Sgd) Borrower	 _____ DORIS MATSUI	(Sgd) Borrower
_____ (Sgd) Borrower		_____ (Sgd) Borrower	
_____ (Sgd) Borrower		_____ (Sgd) Borrower	

MULTISTATE SECOND HOME RIDER - Single Family - Replaces the UNIFORM INSTRUMENT Form 2890 0790

UCI 11294-001



First American

myFirstAm® Property Profile

4230 Warren Ave, Sacramento, CA 95822

Property Information

Owner(s):	Matsui Revocable Trust	Mailing Address:	4230 Warren Ave, Sacramento, CA 95822
Owner Phone:	Unknown	Property Address:	4230 Warren Ave, Sacramento, CA 95822
Vesting Type:	Revocable Trust	Alt. APN:	
County:	Sacramento	APN:	016-0064-016-0000
Map Coord:	53-D4	Census Tract:	003900
Lot#:	27	Block:	
Subdivision:	South Land Park Terrace 05	Tract:	
Legal:	South Land Park Terrace 05 Lot 27		

Property Characteristics

Use:	Sfr	Year Built / Eff. :	1954 /	Sq. Ft. :	1396
Zoning:	R-1	Lot Size Ac / Sq Ft:	0.189 / 8276	# of Units:	1
Bedrooms:	3	Bathrooms:	2	Fireplace:	Y
# Rooms:	5	Quality:	Good	Heating:	Central
Pool:		Air:	Y	Style:	L-Shape
Stories:	1	Improvements:		Parking / #:	Garage / 2
Gross Area:	1396	Garage Area :	437	Basement Area:	

Sale and Loan Information

Sale / Rec Date:	*\$/Sq. Ft.:	2nd Mtg.:
Sale Price:	1st Loan:	Prior Sale Amt:
Doc No.:	Loan Type:	Prior Sale Date:
Doc Type:	Transfer Date:	Prior Doc No.:
Seller:	Lender:	Prior Doc Type:

***\$/Sq. Ft. is a calculation of Sale Price divided by Sq. Feet.**

Tax Information

Imp Value:	\$53,489	Exemption Type:	
Land Value:	\$14,034	Tax Year / Area:	2019 / 3-064
Total Value:	\$67,523	Tax Value:	
Total Tax Amt:	\$1,107.46	Improved:	79%



First American

myFirstAm® Transaction History

4230 Warren Ave, Sacramento, CA 95822

To request additional information, please contact your local Sales Representative, Customer Service Department, or for an additional fee you may [click here](#).

History Record # 1 : SALE/TRANSFER

Buyer:	Matsui Trust	Seller:	Matsui Doris
Transaction Date:	05/15/2007	Sale Price:	
Recording Date:	06/13/2007	Sale Price Type:	
Recorded Doc #:	0613-0792	Title Company:	Attorney Only
Document Type:	Deed Transfer	Vesting Type:	Revocable Trust

History Record # 2 : SALE/TRANSFER

Buyer:	Matsui, Doris	Seller:	Matsui Robert T
Transaction Date:	04/30/2007	Sale Price:	
Recording Date:	06/13/2007	Sale Price Type:	
Recorded Doc #:	0613-0791	Title Company:	Attorney Only
Document Type:	Deed Transfer	Vesting Type:	Revocable Trust

History Record # 3 : FINANCE

Mortgage Recording Date:	07/17/2001	Mortgage Transfer Type:	Refinance
Mortgage Document #:	0717-1405	Mortgage Rate Type:	Fix
Lender:	Union Bank Of California	Mortgage Term:	
Document Type	Trust Deed/Mortgage	Vesting Type:	
Loan Amount:	\$100,000	Mortgage Rate:	
Borrower 1:	Matsui Doris	Borrower 2:	Matsui Robert T
Borrower 3:		Borrower 4:	

Continued on next page...

History Record # 4 : FINANCE

Mortgage Recording Date:	04/23/2001	Mortgage Transfer Type:	Refinance
Mortgage Document #:	0423-0194	Mortgage Rate Type:	Fix
Lender:	Union Bank Of California	Mortgage Term:	
Document Type	Trust Deed/Mortgage	Vesting Type:	
Loan Amount:	\$50,000	Mortgage Rate:	
Borrower 1:	Matsui Dorris	Borrower 2:	Matsui Robert T
Borrower 3:		Borrower 4:	

History Record # 5 : FINANCE

Mortgage Recording Date:	01/14/1994	Mortgage Transfer Type:	Refinance
Mortgage Document #:	0000000415	Mortgage Rate Type:	Fix
Lender:	Union Bank	Mortgage Term:	
Document Type	Trust Deed/Mortgage	Vesting Type:	
Loan Amount:	\$78,000	Mortgage Rate:	
Borrower 1:	Matsui Doris	Borrower 2:	Matsui Robert T
Borrower 3:		Borrower 4:	

History Record # 6 : FINANCE

Mortgage Recording Date:	02/26/1992	Mortgage Transfer Type:	Refinance
Mortgage Document #:	0000001575	Mortgage Rate Type:	
Lender:	Sacramento Savings Bank	Mortgage Term:	
Document Type	Trust Deed/Mortgage	Vesting Type:	
Loan Amount:	\$75,000	Mortgage Rate:	
Borrower 1:	Matsui Robert T	Borrower 2:	
Borrower 3:		Borrower 4:	

Continued on next page...

History Record # 7 : SALE/TRANSFER

Buyer:	Matsui Robert T	Seller:	Matsui Yasuji
Transaction Date:	04/01/1989	Sale Price:	
Recording Date:	04/04/1989	Sale Price Type:	
Recorded Doc #:	0000089661	Title Company:	Chicago Title
Document Type:	Deed Transfer	Vesting Type:	



First American

myFirstAm® Comparable Sales

4230 Warren Ave, Sacramento, CA 95822

Subject Property

APN	Property Address	Sale Price	Year Built	Beds	Baths	Sq. Ft.	Rec. Date	Dist. from Subj.
016-0064-016-0000	4230 Warren Ave, Sacramento, CA 95822		1954	3	2	1398		

Comparable Sales

A.	016-0091-010-0000	1173 Brownwyk DR , Sacramento, CA 95822	\$474,500	1953	3	2	1412	05/29/2020	0.07 mi
B.	016-0051-003-0000	4140 Warren AVE , Sacramento, CA 95822	\$610,000	1954	4	3	1718	08/26/2019	0.07 mi
C.	016-0063-003-0000	4140 Mulberry LN , Sacramento, CA 95822	\$575,000	1953	3	2	1719	08/12/2020	0.07 mi
D.	016-0084-022-0000	4258 Warren AVE , Sacramento, CA 95822	\$510,000	1954	3	2	1643	10/30/2018	0.08 mi
E.	016-0095-016-0000	4271 Euclid AVE , Sacramento, CA 95822	\$600,000	1954	3	2	2176	02/06/2020	0.09 mi
F.	016-0094-001-0000	1178 Brownwyk DR , Sacramento, CA 95822	\$488,500	1954	3	2	1513	10/01/2019	0.10 mi
G.	016-0052-003-0000	4130 S Land Park DR , Sacramento, CA 95822	\$420,000	1950	3	1	1251	01/18/2018	0.11 mi
H.	016-0041-009-0000	4101 Mulberry LN , Sacramento, CA 95822	\$400,000	1954	2	2	1414	08/28/2019	0.12 mi
I.	016-0065-011-0000	4275 Warren AVE , Sacramento, CA 95822	\$400,000	1954	2	2	1395	02/15/2019	0.13 mi
J.	016-0072-001-0000	4400 S Land Park DR , Sacramento, CA 95822	\$764,500	1948	3	3	2591	09/26/2018	0.14 mi
K.	016-0062-005-0000	1116 La Jolla WAY , Sacramento, CA 95822	\$430,000	1964	3	2	1511	10/02/2018	0.14 mi
L.	016-0094-004-0000	4318 Euclid AVE , Sacramento, CA 95822	\$511,500	1959	3	2	1872	09/07/2018	0.14 mi
M.	016-0042-038-0000	4051 Warren AVE , Sacramento, CA 95822	\$613,500	1955	3	2	1478	07/22/2020	0.14 mi
N.	016-0084-001-0000	1130 Brownwyk DR , Sacramento, CA 95822	\$525,000	1953	3	2	2205	02/27/2019	0.14 mi

Comparable Sales

4230 Warren Ave, Sacramento, CA 95822

08/08/2020

Page 1 (of 3)

This report is only for the myFirstAm user who applied for it. No one else can rely on it. As a myFirstAm user, you already agreed to our disclaimer regarding third party property information accuracy. You can view it here: www.myfirstam.com/Security/ShowEULA. ©2005-2020 First American Financial Corporation and/or its affiliates. All rights reserved.

Subject Property

APN	Property Address	Sale Price	Year Built	Beds	Baths	Sq. Ft.	Rec. Date	Dist. from Subj.
016-0064-016-0000	4230 Warren Ave, Sacramento, CA 95822		1954	3	2	1396		

Comparable Sales

O.	016-0033-004-0000	4040 Mulberry LN , Sacramento, CA 95822	\$433,500	1959	3	2	1647	10/23/2019	0.15 mi
P.	016-0072-002-0000	4410 S Land Park DR , Sacramento, CA 95822	\$700,000	1951	3	2	2166	08/14/2019	0.16 mi
Q.	016-0032-004-0000	4109 Canby WAY , Sacramento, CA 95822	\$585,000	1958	3	2	1532	08/05/2020	0.17 mi
R.	016-0065-008-0000	4287 Warren AVE , Sacramento, CA 95822	\$440,000	1957	3	2	1430	04/07/2020	0.17 mi
S.	016-0101-006-0000	4540 Hillview WAY , Sacramento, CA 95822	\$775,000	1946	3	2	1868	01/02/2020	0.18 mi
T.	016-0103-015-0000	4541 Hillview WAY , Sacramento, CA 95822	\$699,000	1952	3	2	1668	04/27/2020	0.19 mi
U.	016-0321-004-0000	1161 Derick WAY , Sacramento, CA 95822	\$815,000	1959	3	2	1727	11/13/2018	0.19 mi
V.	016-0031-005-0000	1143 Lancaster WAY , Sacramento, CA 95822	\$570,000	1955	3	2	1482	09/11/2019	0.20 mi
W.	016-0031-010-0000	4116 Canby WAY , Sacramento, CA 95822	\$555,000	1955	3	2	1780	10/02/2018	0.21 mi
X.	016-0081-002-0000	1105 Brownwyk DR , Sacramento, CA 95822	\$420,000	1958	3	2	1274	02/05/2019	0.21 mi
Y.	016-0061-005-0000	4148 Canby WAY , Sacramento, CA 95822	\$1,262,500	1973	4	2	2099	07/01/2019	0.22 mi

Comparable Statistics

	<u>Average :</u>	<u>Low :</u>	<u>High :</u>
Sale Price:	\$575,500	\$400,000	\$1,262,500
Loan Amount:	\$431,652	\$158,500	\$621,000
Bedrooms:	3	2	4
Bathrooms:	2	1	3
Sq. Ft.:	1695	1251	2591
Sale \$ / Sq. Ft.:	\$340	\$320	\$487

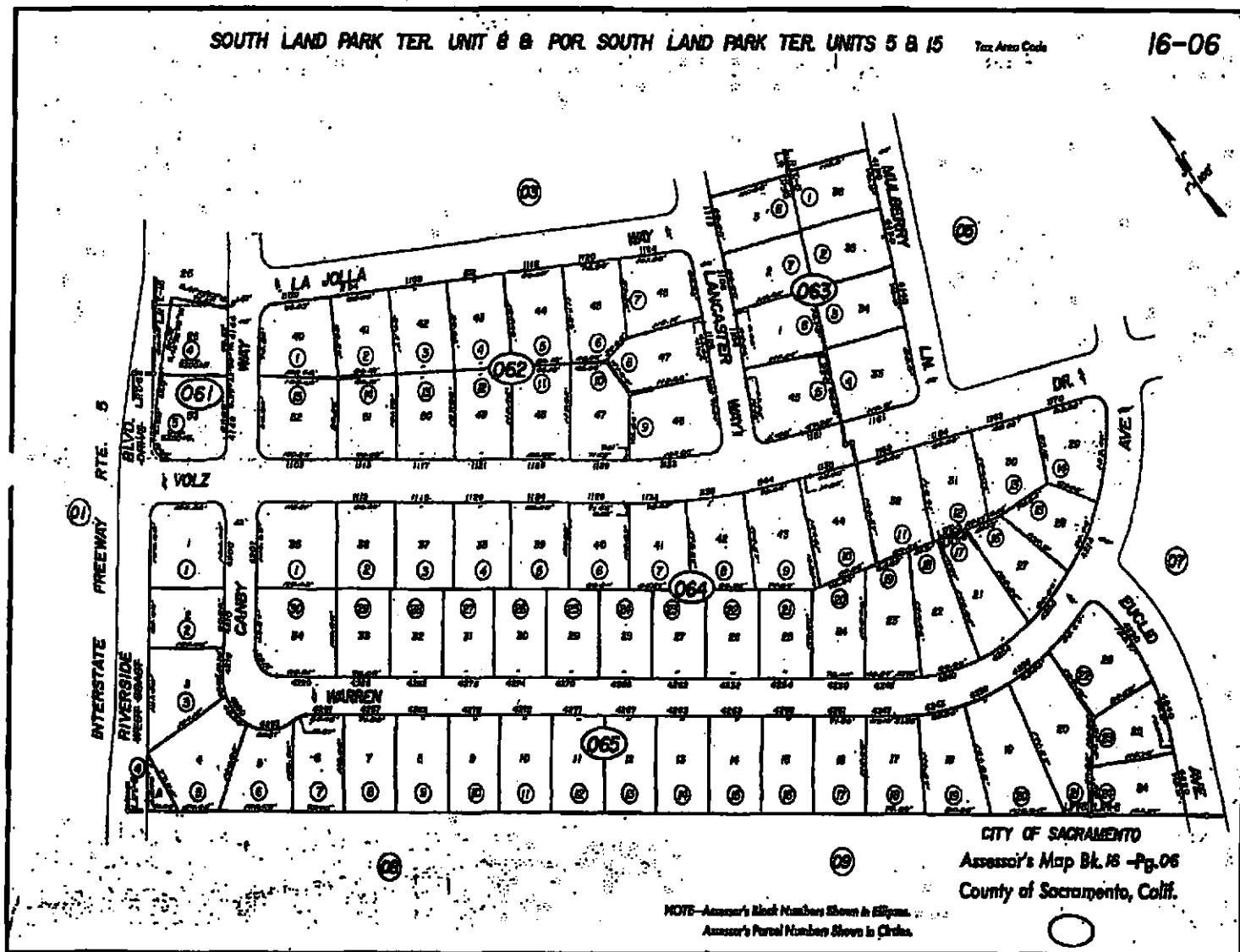
*\$/Sq.Ft. is a calculation of Sale Price divided by Sq.Ft.



First American

myFirstAm® Tax Map

4230 Warren Ave, Sacramento, CA 95822



Recording requested by:

Beverly M. Tobey, Esq.
Law Offices of Beverly M. Tobey
700 University Avenue, Suite 140
Sacramento, CA 95825
(916) 646-5400
Fax: (916) 922-1938

And when recorded, mail this deed to:

Doris Matsui
4230 Warren Avenue
Sacramento, CA 95822

APN: 016-0064-016-0000

Sacramento County Recording
Craig A Kramer, Clerk/Recorder
BOOK **20070613** PAGE **0792**

Check Number 4358
Wednesday, JUN 13, 2007 10:41:17 AM
Ttl Pd \$12.00 Nbr-0004928200

REB/5/1-2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grantee is a Trust For Benefit of Grantor
Documentary Transfer Tax: 0
Exemption: Revenue & Tax Code 11930
Explanation: No Consideration, No Tax Due

Doris Matsui
Signature of Declarant or Agent Determining Tax

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

DORIS MATSUI

hereby grants to

DORIS O. MATSUI, Trustee of the MATSUI Revocable Trust
dated May 15, 2007

the following-described property commonly known as 4230 Warren Avenue, Sacramento, County of Sacramento, State of California:

LOT 27, AS SHOWN ON THE "PLAT OF SOUTH LAND PARK TERRACE UNIT NO. 5",
RECORDED IN BOOK 32 OF MAPS, MAP NO. 33, RECORDS OF SAID COUNTY.

Dated: May 15, 2007

Doris Matsui
DORIS MATSUI

mail tax statements to:
Doris O. Matsui
4230 Warren Avenue
Sacramento, CA 95822

ACKNOWLEDGMENT

DISTRICT OF COLUMBIA

On this 15th day of May, 2007, before me, the undersigned officer, personally appeared

DORIS O. MATSUI

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness hereof I hereunto set my hand and official seal.

Sandra D. Bean
Notary Public, District of Columbia
My Commission Expires 04-30-2008


Notary Public

My Commission expires 04/30/08



Recording requested by:

Beverly M. Tobey, Esq.
Law Offices of Beverly M. Tobey
700 University Avenue
Suite 140
Sacramento, CA 95825
(916) 646-5400
Fax: (916) 922-1938

And when recorded, mail to:

Doris Matsui
4230 Warren Avenue
Sacramento, CA 95822
APN: 016-0064-016-0000

Sacramento County Recording
Craig A Kramer, Clerk/Recorder

BOOK **20070613** PAGE **0791**

Check Number 4888

Wednesday, JUN 13, 2007 10:41:17 AM

Tel Pd \$18.08

Nbr-6884838277

REB/51/1-2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AFFIDAVIT RE DEATH OF JOINT TENANT

District of

Columbia

DORIS MATSUI, of legal age, being first duly sworn, deposes and says:

That ROBERT TAKEO MATSUI, the decedent mentioned in the attached certified copy of Certificate of Death, is the same person as ROBERT T. MATSUI named as one of the parties in that certain deed dated March 20, 1989, executed by YASUJI MATSUI to ROBERT T. MATSUI and DORIS MATSUI, husband and wife as joint tenants, recorded as Instrument No. 89-69661, in Book 890404, Page 2137, on April 4, 1989, of the Official Records of Sacramento County, California, for the property situated in the County of Sacramento, State of California, described as follows:

LOT 27, AS SHOWN ON THE "PLAT OF SOUTH LAND PARK TERRACE UNIT NO. 5", RECORDED IN BOOK 32 OF MAPS, MAP NO. 33, RECORDS OF SAID COUNTY.

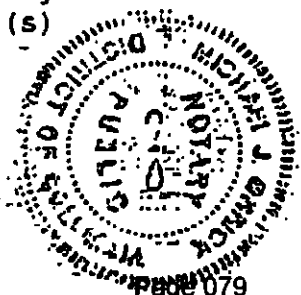
Dated: April 30, 2007

Doris Matsui
DORIS MATSUI

SUBSCRIBED AND SWORN TO
(or affirmed) on this 30th
day of April, 2007, by
DORIS MATSUI, personally
known to me or proved to me
on the basis of satisfactory
evidence to be the person(s)
who appeared before me.

Michael J. Orrick
Notary Public

Michael J. Orrick
Notary Public, District of Columbia
My Commission Expires 3-14-2008



VALID ONLY
WITH
IMPRESSED
SEAL

DATE ISSUED:
NOV 2 2005

I HEREBY CERTIFY THAT THE ATTACHED IS A TRUE COPY OF A
RECORD ON FILE IN THE DIVISION OF VITAL RECORDS

STATE REGISTRAR OF VITAL RECORDS

Please Type or Print in Black Indelible Ink. Ensure All Copies Are Legible.

State of Maryland / Department of Health and Mental Hygiene

Certificate of Death

Reg. No. 2005 00090

1. Decedent's Name (First, Middle, Last) ROBERT TAKEO MATSUI		2. Date of Death Month JAN Day 1 Year 2005		3. Time of Death Hour 10:10 Minute P	
4a. Facility Name (If not institution, give street and number) NATIONAL NAVAL MEDICAL CENTER		4b. City, Town, or Location of Death BETHESDA		4c. County of Death MONTGOMERY	
5. Social Security Number 565-54-9368		6. Sex <input checked="" type="checkbox"/> M <input type="checkbox"/> F		7. Age (In yrs. last birthday) 63 Yrs.	
8. Date of Birth Month Sept. Day 17 Year 1941		9. Date of Birth Month Sept. Day 17 Year 1941		10. Birthplace (State or Foreign Country) Sacramento, CA	
11a. State CA		11b. County Sacramento		11c. City, Town or Location Sacramento	
11d. Inside City Limits <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		12a. Street and Number 4230 Warren Avenue		12b. Zip Code 95822	
12c. Citizen of What Country? U.S.A.		13. Marital Status <input type="checkbox"/> Never Married <input checked="" type="checkbox"/> Married <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced		14. Was Decedent Ever in U.S. Armed Forces? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
15. Was Decedent of Hispanic Origin? (Specify Yes or No - If Yes, specify Cuban, Mexican, Puerto Rican, etc.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify:		16. Race - American Indian, Black, White, etc. Specify: Asian		17. Decedent's Education (Specify only highest grade completed) Elementary/Secondary (9-12) 5+ College (1-4 or 5+) 5+	
18. Decedent's Usual Occupation (Give kind of work done during most of working life. DO NOT use retired) Member of Congress		19. Kind of Business/Industry U.S. House of Representatives		20. Father's Name (First, Middle, Last) Yasuji Matsui	
21. Mother's Name (First, Middle, Maiden Surname) Alice Nagata		22. Informant's Name/Relationship (Type, Print) Doris Okada Matsui wife		23. Mailing Address (Street and Number or Rural Route Number, City or Town, State, Zip Code) 4230 Warren Ave. Sacramento, CA 95822	
24a. Method of Disposition <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Removal from State <input type="checkbox"/> Donation <input type="checkbox"/> Other (Specify)		24b. Place of Disposition (Name of cemetery, crematory or other place) Eastlawn Cemetery		24c. Date Jan. 8, 2005	
24d. Location - City or Town, State Sacramento, CA		25. Signature of Funeral Service Licensee Joseph Cawler's Sons, Inc.		26. Name and Address of Facility 5130 Wisconsin Ave., NW Washington, DC 20016	
27a. Part I. Enter the diseases, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest. Immediate Cause (Final disease or condition resulting in death) MYELODYSPLASTIC SYNDROME WITH REFRACTORY THROMBOCYTOPENIA		27b. Due to (or as a consequence of): a. Due to (or as a consequence of): b. Due to (or as a consequence of): c. Due to (or as a consequence of): d. Due to (or as a consequence of):		27c. Approximate Interval Between Onset and Death	
28a. If FEMALE: 28a. Was decedent pregnant in the past 12 months? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown		28b. If yes, outcome of pregnancy <input type="checkbox"/> Live birth <input type="checkbox"/> Fetal death <input type="checkbox"/> Ectopic pregnancy <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Other (specify)		28c. Date of delivery Month Jan Day 8 Year 2005	
29. Was (case referred to medical examiner) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		30. Place of Death (Check only one) Hospital: <input checked="" type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> DCA Other: <input type="checkbox"/> Nursing Home <input type="checkbox"/> Residence <input type="checkbox"/> Other (Specify)		31. Old tobacco use contribute to the cause of death? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Probably <input type="checkbox"/> Unknown	
32. Was (case referred to medical examiner) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		33. Was an autopsy performed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		34. Were autopsy findings available prior to completion of cause of death? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
35. Manner of Death <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Pending investigation <input type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/> Could not be determined		36a. Date of Injury (Month, Day, Year) Jan 1, 2005		36b. Time of Injury (Hour, Minute) 10:10 P	
36c. Injury at Work? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		36d. Describe how injury occurred		36e. Location (Street and Number or Rural Route Number, City or Town, State) BETHESDA MD 20889-5600	
37a. Certifier (Check only one) <input checked="" type="checkbox"/> Certifying Physician: To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner as stated. <input type="checkbox"/> Medical Examiner: On the basis of examination and/or investigation, in my opinion, death occurred at the time, date and place, and due to the cause(s) and manner stated.		37b. License number 0101235480 (VA)		37c. Date signed (Month, Day, Year) 01/03/2005	
38. Name and address of person who completed cause of death (Item 28a) (Type, Print) MARK N. DAMTANO LT MC USN		39. Registrar's Signature Mark N. Damtano		40. Page 080	

WHEN RECORDED MAIL TO:
CONSUMER DOCUMENT FOLLOW-UP DEPT
8248 MERCURY COURT, SUITE B (M-520)
SAN DIEGO, CA 92111-1201

Loan No. 9464-000289
Branch # 946

Flag 447703



Sacramento County Recording
Mark Morris, Clerk/Recorder
BOOK 20010717 PAGE 1405

Tuesday, JUL 17, 2001 1:24:48 PM
Tel Pd \$15.00 Nr-0000744532

TJN/12/1-3

SHORT FORM DEED OF TRUST

If either of the following boxes are checked, this document secures a note which contains provisions for
☐ a variable rate of interest ☒ a revolving line of credit

THIS SHORT FORM DEED OF TRUST ("Security Instrument") is made on JUNE 28, 2001

by ROBERT T. MATSUI AND DORIS MATSUI, HUSBAND AND WIFE AS

JOINT TENANTS

(individually and collectively, the "TRUSTOR"), UnionBanCal Mortgage Corporation (the "Trustee") and Union Bank of California, N.A. as the beneficiary (the "Lender").

FOR THE PURPOSE OF SECURING the payment and performance of obligations described below, Trustor irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described real property located in SACRAMENTO County, California and which has the address of 4230 WARREN AVE (Street) SACRAMENTO (City) 95822 (Zip Code) ("Property Address"):

Assessor's Identification Number: 016-0064-016-0000

LOT 27 AS SHOWN ON THE "PLAT OF SOUTH LAND PARK TERRACE UNIT NO. 5",
RECORDED IN BOOK 32 OF MAPS, MAP NO. 33, RECORDS OF SACRAMENTO COUNTY.

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."

TRUSTOR MAKES THE GRANT AND CONVEYANCE described above for the purpose of securing repayment of the obligations evidenced by and arising under that certain promissory note (the "Note") dated the same date as this Security Instrument and in the principal sum of:

ONE HUNDRED THOUSAND AND NO/100 Dollars (U.S. (\$ 100,000.00)
executed by ROBERT T. MATSUI & DORIS MATSUI

(the "Borrower") in favor of Lender.

The Note evidences a loan (the "Loan") made by Lender to Borrower. As used herein, the term "Note" also includes a revolving line of credit agreement. This Security Instrument secures to Lender: (a) the repayment of the obligations evidenced by the Note, with interest thereon, and all advances under and renewals, extensions and modifications of the Note; (b) the payment of all other sums which become due under the Note or hereunder, including late charges and any attorney's fees, and amounts advanced to protect the security of this Security Instrument all with interest thereon; (c) the performance of Trustor's and Borrower's, as the case may be, covenants and agreements under this Security Instrument and the Note; (d) the payment of such additional sums as may be hereafter borrowed from Lender by Trustor or Borrower (or guaranteed by Trustor) when evidenced by a promissory note or notes (or guaranty or guaranties) which recites that such promissory note or notes (or guaranty or guaranties) are secured hereby and (e) the performance of such future obligations which Trustor or Borrower may agree to perform for the benefit of Lender when Trustor or Borrower execute a document or documents which recites that such obligations are secured hereby.

☒ If this box is checked, this Security Instrument is given to secure obligations under a revolving line of credit agreement (the "Agreement") dated the same date as this Security Instrument. The Agreement provides that the Borrower may obtain credit advances, from time to time, after the date of this Security Instrument in amounts up to the available credit limit. The Borrower's credit limit is set forth as the "Note" amount, above. The Agreement provides that to the extent the Borrower repays such borrowed moneys, they may be reborrowed. The unpaid balance under the Agreement may vary, from time to time, and may in certain cases be zero. This Security Instrument will remain in full force and effect as security for the Agreement notwithstanding the fact that the balance under the Agreement may be zero. The Agreement further provides that the interest rate may change, from time to time, in accordance with a formula based upon changes in an Index described therein.

☐ If this box is checked, this Security Instrument is given to secure obligations under a Note which provides that the interest rate may change, from time to time, in accordance with a formula based upon changes in an Index described therein.

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

TO PROTECT THE SECURITY OF THIS SECURITY INSTRUMENT, by execution of this Security Instrument Trustor expressly adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in that certain fictitious deed of trust recorded in the below referenced county on the date and as the Instrument Number as follows:

County	Date	Instrument Number	Book	Page
SACRAMENTO	April 21, 1999	1999-04210643		

of the Official Records of the county recorder of that county, which provisions, identical in all counties, are printed on the following pages of this Security Instrument ("Fictitious Deed of Trust"). The Fictitious Deed of Trust, in its entirety, is hereby adopted and incorporated herein and made a part of this Security Instrument for all purposes as though fully set forth at length herein. All references to property, obligations and parties set forth in the Fictitious Deed of Trust shall be construed to refer to the Property, obligations and parties set forth in this Security Instrument. In the event of conflict between any provision of this Security Instrument and any of the provisions of the Fictitious Deed of Trust incorporated herein, the provisions of this Security Instrument will prevail and govern.

Trustor requests that a copy of any Notice of Default and of any Notice of Sale under this Security Instrument be mailed to Trustor at the Property Address unless Trustor has provided Lender with a written notice of a different address in accordance with Section 10 of this Security Instrument.

BY SIGNING BELOW, Trustor accepts and agrees to the terms and covenants contained in this Security Instrument and the terms and provisions of the Fictitious Deed of Trust incorporated herein.

Trustor



ROBERT T. MATSUI

Trustor



DORIS MATSUI

Non-Titleholder Consent To Lien

The undersigned non-title holder joins in the signing of this Deed of Trust for the purpose of subjecting any community property interest of the undersigned, now held (if any) or hereafter acquired, to the lien of this Deed of Trust.

Non-Titleholder

State of California, County of District of Columbia

On July 11/12 2001 before me, JON A FORGLONE a notary public, personally appeared ROBERT T MATSUI personally known to me - OR - 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.

WITNESS my hand and official seal.

[Signature]
Notary Public

Jon A. Forglone
Notary Public, District of Columbia
My Commission Expires 12-14-04

State of California, County of District of Columbia

On July 16/12 2001 before me, JON A FORGLONE a notary public, personally appeared ROBERT T MATSUI personally known to me - OR - 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.

WITNESS my hand and official seal.

[Signature]
Notary Public

Jon A. Forglone
Notary Public, District of Columbia
My Commission Expires 12-14-04

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Beneficiary

Dated: _____

By: _____

Name:

Title:

WHEN RECORDED MAIL TO:
CONSUMER DOCUMENT FOLLOW-UP DEPT
8248 MERCURY COURT, SUITE B (M-520)
SAN DIEGO, CA 92111-1201

Loan No. 1214-078906
Branch # 121

737747

Sacramento County Recording
Mark Norris, Clerk/Recorder
BOOK 20010423 PAGE 0194
Monday, APR 23, 2001 8:40:21 AM
Ttl Pd \$15.00 Hbr-0000000020
BKC/00/1-3

SHORT FORM DEED OF TRUST

If either of the following boxes are checked, this document secures a note which contains provisions for
☐ a variable rate of interest ☒ a revolving line of credit

THIS SHORT FORM DEED OF TRUST ("Security Instrument") is made on APRIL 17, 2001

by ROBERT T. MATSUI AND DORIS MATSUI, HUSBAND AND WIFE,

AS JOINT TENANTS.

(individually and collectively, the "TRUSTOR"), UnionBanCal Mortgage Corporation (the "Trustee") and Union Bank of California, N.A. as the beneficiary (the "Lender").

FOR THE PURPOSE OF SECURING the payment and performance of obligations described below, Trustor irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described real property located in SACRAMENTO County, California and which has the address of 4230 WARREN AVENUE (Street) SACRAMENTO (City) 95822 (Zip Code) ("Property Address"):

Assessor's Identification Number: 016-0064-016

LOT 27, AS SHOWN ON THE "PLAT OF SOUTH LAND PARK TERRACE UNIT NO. 5",
RECORDED IN BOOK 32 OF MAPS, MAP NO. 33, RECORDS OF SAID COUNTY.

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."

TRUSTOR MAKES THE GRANT AND CONVEYANCE described above for the purpose of securing repayment of the obligations evidenced by and arising under that certain promissory note (the "Note") dated the same date as this Security Instrument and in the principal sum of:

FIFTY THOUSAND AND NO/100 Dollars(U.S.(\$ 50,000.00)
executed by ROBERT T MATSUI & DORIS MATSUI

(the "Borrower") in favor of Lender.

The Note evidences a loan (the "Loan") made by Lender to Borrower. As used herein, the term "Note" also includes a revolving line of credit agreement. This Security Instrument secures to Lender: (a) the repayment of the obligations evidenced by the Note, with interest thereon, and all advances under and renewals, extensions and modifications of the Note; (b) the payment of all other sums which become due under the Note or hereunder, including late charges and any attorney's fees, and amounts advanced to protect the security of this Security Instrument all with interest thereon; (c) the performance of Trustor's and Borrower's, as the case may be, covenants and agreements under this Security Instrument and the Note; (d) the payment of such additional sums as may be hereafter borrowed from Lender by Trustor or Borrower (or guaranteed by Trustor) when evidenced by a promissory note or notes (or guaranty or guaranties) which recites that such promissory note or notes (or guaranty or guaranties) are secured hereby and (e) the performance of such future obligations which Trustor or Borrower may agree to perform for the benefit of Lender when Trustor or Borrower execute a document or documents which recites that such obligations are secured hereby.

☒ If this box is checked, this Security Instrument is given to secure obligations under a revolving line of credit agreement (the "Agreement") dated the same date as this Security Instrument. The Agreement provides that the Borrower may obtain credit advances, from time to time, after the date of this Security Instrument in amounts up to the available credit limit. The Borrower's credit limit is set forth as the "Note" amount, above. The Agreement provides that to the extent the Borrower repays such borrowed moneys, they may be reborrowed. The unpaid balance under the Agreement may vary, from time to time, and may in certain cases be zero. This Security Instrument will remain in full force and effect as security for the Agreement notwithstanding the fact that the balance under the Agreement may be zero. The Agreement further provides that the interest rate may change, from time to time, in accordance with a formula based upon changes in an Index described therein.

☐ If this box is checked, this Security Instrument is given to secure obligations under a Note which provides that the interest rate may change, from time to time, in accordance with a formula based upon changes in an Index described therein.

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

TO PROTECT THE SECURITY OF THIS SECURITY INSTRUMENT, by execution of this Security Instrument Trustor expressly adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in that certain fictitious deed of trust recorded in the below referenced county on the date and as the Instrument Number as follows:

County	Date	Instrument Number	Book	Page
SACRAMENTO	April 21, 1999	1999-04210643		

of the Official Records of the county recorder of that county, which provisions, identical in all counties, are printed on the following pages of this Security Instrument ("Fictitious Deed of Trust"). The Fictitious Deed of Trust, in its entirety, is hereby adopted and incorporated herein and made a part of this Security Instrument for all purposes as though fully set forth at length herein. All references to property, obligations and parties set forth in the Fictitious Deed of Trust shall be construed to refer to the Property, obligations and parties set forth in this Security Instrument. In the event of conflict between any provision of this Security Instrument and any of the provisions of the Fictitious Deed of Trust incorporated herein, the provisions of this Security Instrument will prevail and govern.

Trustor requests that a copy of any Notice of Default and of any Notice of Sale under this Security Instrument be mailed to Trustor at the Property Address unless Trustor has provided Lender with a written notice of a different address in accordance with Section 10 of this Security Instrument.

BY SIGNING BELOW, Trustor accepts and agrees to the terms and covenants contained in this Security Instrument and the terms and provisions of the Fictitious Deed of Trust incorporated herein.

Trustor


ROBERT T. MATSUI

Trustor


DORIS MATSUI

Non-Titleholder Consent To Lien

The undersigned non-title holder joins in the signing of this Deed of Trust for the purpose of subjecting any community property interest of the undersigned, now held (if any) or hereafter acquired, to the lien of this Deed of Trust.

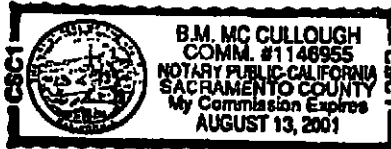
Non-Titleholder

State of California, County of SACRAMENTO

On APRIL 19, 2001 before me, B. M. McCULLOUGH a notary public, personally appeared ROBERT Y. MATSUI & DORIS MATSUI personally known to me - OR - 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.

WITNESS my hand and official seal.

B. M. McCullough
Notary Public



State of California, County of _____

On _____ before me, _____ a notary public, personally appeared _____ personally known to me - OR - 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.

WITNESS my hand and official seal.

Notary Public

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Beneficiary _____

Dated: _____

By: _____

Name: _____

Title: _____

RECORDING REQUESTED BY
CHICAGO TITLE COMPANY

BOOK PAGE
92 02 26 1575

AND WHEN RECORDED MAIL TO
NAME SACRAMENTO SAVINGS BANK
STREET ADDRESS P. O. Box 689012
CITY & STATE Sacramento, CA 95888

OFFICIAL RECORDS
92 FEB 26 PM 3:46

EXCROW OR LOAN NO. 070630357

SPACE ABOVE THIS LINE FOR RECORDERS USE

EXCROW NO. 286353K

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on February 20, 1992.
The trustor is ROBERT T. MATRUI and ROSA MATRUI

("Borrower")

The Trustee is CENTRAL VALLEY SECURITY COMPANY, A CALIFORNIA CORPORATION ("Trustee").

The Beneficiary is SACRAMENTO SAVINGS BANK, A CALIFORNIA CORPORATION, which is organized and existing under the laws of CALIFORNIA, and whose address is P.O. BOX 689012, SACRAMENTO, CA. 95888. ("Lender"). Borrower owes Lender the principal sum of Seventy Five Thousand and no/100

Dollars (U.S. \$ 75,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 1, 2022. This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in SACRAMENTO County, California:

LOT 27, AS SHOWN ON THE "PLAN OF SOUTH LAND PARK TERRACE UNIT NO. 5", RECORDED IN BOOK 22 OF MAPS, MAP NO. 22, RECORDS OF SAID COUNTY.

A.P.N. 016-0064-016-0000

which has the address of 4280 WARREN AVENUE SACRAMENTO
[Street] [City]
California 95822 ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

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

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

CALIFORNIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 608 676

CDR/AM 04-00-00 • OTHER OCCUPY ONLY

Page 1 of 8

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

1. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. FUNDS FOR TAXES AND INSURANCE. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach priority over this Security Instrument as a lien on the Property; (b) yearly household payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may 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 such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may 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, showing credits and debits to the Funds and the purposes for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify the Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by the Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. CHARGES; LIENS. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach priority over this Security Instrument, and household payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. HAZARD OR 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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; BORROWER'S LOAN APPLICATION; LEASEHOLD. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty 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 extraordinary circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and eliminate, as provided in paragraph 13, by ceasing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with 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.

7. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 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.

8. MORTGAGE INSURANCE. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a not substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender required) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. INSPECTION. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to the Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the 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 condemnor offers to make an award or 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 proceeds, at its option, either to reconstruction or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds in principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in enforcing any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. LOAN CHARGES. If the loan secured by this Security Instrument 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 charges 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 under this Note.

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

15. GOVERNING LAW; SEVERABILITY. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. BORROWER'S COPY. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. BORROWER'S RIGHT TO REINSTATE. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 3 days for such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) 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; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations assumed 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 paragraph 17.

19. SALE OF NOTE; CHANGE OF LOAN SERVICER. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity known as the "Loan Servicer" that collects monthly payments due under the Note and this Security Instrument. There also may 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 in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. HAZARDOUS SUBSTANCES. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substances or Environmental Law of which Borrower has actual knowledge. If P "new laws, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 17 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 paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of this evidence.

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

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

22. RECONVEYANCE. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall execute this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any reconveyance costs.

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

24. REQUEST FOR NOTICES. Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.

25. STATEMENT OF OBLIGATION FEE. Lender may collect a fee not to exceed the maximum amount permitted by law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

26. RIDERS TO THIS SECURITY INSTRUMENT. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
(Check applicable box(es))

- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Monthly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) specify: | | |

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

Witnesses:


ROBERT T. MATSUI (Borrower)


DORIS MATSUI (Borrower)

STATE OF California

COUNTY OF Sacramento ss

On this 21st day of February, in the year 1992

before me M. Long-Nelson, personally appeared

Robert T. Matsui and Doris Matsui, who have 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), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature M. Long-Nelson



BOOK

88 04 -4 2197

RECORDING REQUESTED BY
CHICAGO TITLE COMPANY
AND WHEN RECORDED MAIL THIS DEED AND, UNLESS
OTHERWISE INSTRUCTED, MAIL TAX STATEMENT TO:

NAME Robert T. Matsui
ADDRESS c/o U. S. Federal Building
650 Capitol Mall, 8th Floor
Sacramento, CA 95814

OFFICIAL RECORDS
SACRAMENTO COUNTY, CALIF.

89 APR -4 PM 3:50

John C. Smith
COUNTY CLERK - RECORDS

689681

FEE
\$5

Title Order No. 260920X -RS Escrow No. 260920X -DHL

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MATSUI

QUITCLAIM DEED

FINANCING PURPOSES

The undersigned declares that the documentary transfer tax is **

and is **consideration less than \$100.00

☒ computed on the full value of the interest or property conveyed, or is

☐ computed on the full value less the value liens or encumbrances remaining thereon at the time of sale.

The undersigned declares that the city/county transfer tax is EXEMPT/11911.

The land, tenements or realty is located in ☒ unincorporated area ☐ city of

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
YASUJI MATSUI, an unmarried man

do(es), hereby remise, release, and forever quitclaim to

ROBERT T. MATSUI AND DORIS MATSUI, HUSBAND AND WIFE, AS JOINT TENANTS

the following described real property in the
County of Sacramento, State of California:
CITY OF SACRAMENTO

LOT 27, AS SHOWN ON THE "FLAT OF SOUTH LAND PARK TERRACE UNIT NO. 5", RECORDED IN BOOK
11 OF MAPS, MAP NO. 33, RECORDS OF SAID COUNTY.

Dated March 29, 1989

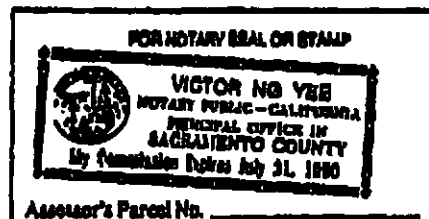
Yasuji Matsui
YASUJI MATSUI

STATE OF CALIFORNIA
COUNTY OF Sacramento

On this the 3RD day of April, 1989, before me the undersigned a Notary
Public in and for said county and State, personally appeared Yasuji Matsui

_____, personally known
to me, appeared to me on the basis of satisfactory evidence to be the
person whose name is subscribed to the within instrument
and acknowledged that he executed the same.

Victor Ng Yee
Signature of Notary



Return To: Boston National Title Agency
473 NW Prima Vista Blvd
Port St Lucie, FL 34983
~~Citibank, N.A.~~
~~Attn: Document Processing~~
~~P.O. Box 790021~~
~~St. Louis, MO 63179-0021~~

Prepared By:
Citibank, N.A.
1 Court Square
Floor 20
Long Island City, NY 11120

MONTGOMERY COUNTY, MD

APPROVED BY MM

FEB 28 2017

\$ 250.50 RECORDATION TAX PAID
\$ N/A TRANSFER TAX PAID

MD116101406

[Space Above This Line For Recording Date]

DEED OF TRUST
MTN

100011511244137445

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 30, 2017 together with all Riders to this document.

(B) "Borrower" is Doris O. Matsui as Trustee of the Matsui Revocable Living Trust

dated May 15, 2007 and subject to First Amendment to the Matsui Revocable Living Trust dated Matsui Revocable Living Trust Dated May 31, 2011, as to an undivided fifty percent(50%) as joint tenants with right of survivorship with Brian Matsui and Amy Matsui, husband and wife holding (50%) interest as tenants by the entirety with each other

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Citibank, N.A.

Lender is a Corporation organized and existing under the laws of the United States

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

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Lender's address is 1000 Technology Drive O'Fallon, MO 63368-2240

(D) "Trustee" is Jake Geesing, Esq. BWW Law Group, LLC

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated January 30, 2017
The Note states that Borrower owes Lender Two Hundred Sixty Five Thousand

Dollars

(U.S. \$ 265,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than March 1, 2047

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

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

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

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input checked="" type="checkbox"/> Other(s) [specify] Schedule "A"

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

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

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

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

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

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

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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to

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MARYLAND-Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
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time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Montgomery :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

See Schedule/Exhibit A

Parcel ID Number:
5800 Kennedy Dr
CHEVY CHASE
("Property Address"):

which currently has the address of
[Street]
[City], Maryland 20815-5528 [Zip Code]

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances

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of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

1. **Payment of Principal, Interest, Escrow Items, 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 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

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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 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

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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 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

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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 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

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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 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.

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(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.

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.

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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 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.

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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.

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

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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 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

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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 assert in the foreclosure proceeding 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, assent to decree, and/or 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 mail or cause Trustee to mail a notice of sale to Borrower in the manner prescribed by Applicable Law. Trustee shall give notice of sale by public advertisement and by such other means as required by Applicable Law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale and by notice to any other persons as required by Applicable Law. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, Trustee's fees of 5 % of the gross sale price and 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.

Borrower, in accordance with Title 14, Chapter 200 of the Maryland Rules of Procedure, does hereby declare and assent to the passage of a decree to sell the Property in one or more parcels by the equity court having jurisdiction for the sale of the Property, and consents to the granting to any trustee appointed by the assent to decree of all the rights, powers and remedies granted to the Trustee in this Security Instrument together with any and all rights, powers and remedies granted by the decree. Neither the assent to decree nor the power of sale granted in this Section 22 shall be exhausted in the event the proceeding is dismissed before the payment in full of all sums secured by this Security Instrument.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender or Trustee, shall release this Security Instrument and mark the Note "paid" and return the Note to Borrower. 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. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the city or county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Possession of the Property. Borrower shall have possession of the Property until Lender has given Borrower notice of default pursuant to Section 22 of this Security Instrument.

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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:




Brian Matsui

(Seal)
-Borrower


Amy Matsui

(Seal)
-Borrower

(Seal)
-Borrower



(Seal)
-Borrower

Doris O. Matsui as Trustee of the Matsui Revocable
Living Trust dated May 15, 2007 and subject to First
Amendment to the Matsui Revocable Living Trust dated
Matsui Revocable Living Trust Dated May 31, 2011

(Sign Original Only)

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STATE OF MARYLAND,

County ss: Montgomery

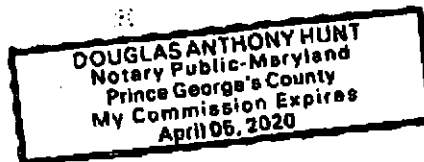
I Hereby Certify, That on this 30 day of January 2007, before me, the subscriber, a Notary Public of the State of Maryland, in and for the themed personally appeared Brian Matsui, Amy Matsui and Doris Matsui

known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge that he/she/they executed the same for the purposes therein contained.

AS WITNESS: my hand and notarial seal.

My Commission Expires: 4/5/2020


Notary Public



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Form 3021 1/01

STATE OF Florida County ss: St Lucie

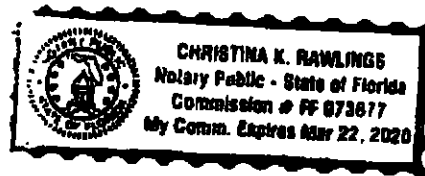
I Hereby Certify, That on this 2nd day of February, 2017, before me, the subscriber, a Notary Public of the State of Florida and for the County of St Lucie, personally appeared Stephanie Brown

the agent of the party secured by the foregoing Deed of Trust, and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth and that the actual sum of money advanced at the closing transaction by the secured party was paid over and disbursed by the party or parties secured by the Deed of Trust to the Borrower or to the person responsible for disbursement of funds in the closing transaction or their respective agent at a time not later than the execution and delivery by the Borrower of this Deed of Trust; and also made oath that he is the agent of the party or parties secured and is duly authorized to make this affidavit.

AS WITNESS: my hand and notarial seal.

My Commission Expires:

Christina K. Rawlings
Notary Public



This is to certify that the within instrument was prepared

Dawn West
Closer for Citibank

Loan origination organization Citibank, N.A.
NMLS ID 412915
Loan originator Stuart Boline
NMLS ID 388482

001124413744

MARYLAND-Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
VMP 2.0A(MD) (1/2008) 00

Page 15 of 15

Initials

Dawn West Citibank 3.2.111.27 Form 3021 1/01

Maryland Lender and Originator Disclosures

Instructions: Insert the names and addresses of the Lender and Borrower. Insert the property address.

Lender

Citibank, N.A.

1000 Technology Drive

O'Fallon, MO 63368-2240

Borrower

Brian Matsui, Amy Matsui

5800 Kennedy Drive

Chevy Chase, MD 20815-

Property Address

5800 Kennedy Dr

CHEVY CHASE, MD 20815-5528

Licensee Information

Instructions: Maryland licensed lenders and originators should complete the blanks in this area. Maryland licensed lenders and originators do not need to sign this form. If you are not attaching a security instrument, see further instructions below.

Maryland Mortgage

Lender Name _____

Maryland Mortgage Loan

Originator Name _____

Maryland Mortgage

Lender License

Number _____

Maryland Mortgage Loan

Originator License

Number _____

Affidavits

Instructions: If you are not attaching this document to a security instrument for filing, complete the liber/book and page number blanks below. Check the box(es) that apply, complete the applicable blanks, and sign.

If you are attaching this document to a security instrument, the term "Loan" means the mortgage loan secured by that security instrument, or if you are not attaching this document to a security instrument, "Loan" means the security instrument recorded at liber/book _____, page _____.

☐ **Affidavit of Individual Mortgage Loan Originator**

I, _____, whose address is _____, hereby affirm under penalties of perjury that I am the individual who originated the Loan and, in connection therewith, I am exempt from the licensing requirements under Financial Institutions Article, §§11-601 through 11-618, Annotated Code of Maryland.

I SOLEMNLY AFFIRM under penalties of perjury and upon personal knowledge that the contents of the foregoing paper are true.

Signature _____

Print Name _____

Date _____

Application No. 001124413744
Lender and Originator Disclosures-MD
VMP © Bankers Systems, Inc.
Websters Kinross Financial Services © 2008, 2010

Account No. 1124413744
VMP268(MD) (1003).00
Page 1 of 2

☐ Affidavit of Lender

I, _____, hereby affirm under penalties of perjury that I am the _____ of _____ ("Lender") that made the Loan. The Lender's address is set forth above. I am duly authorized by the Lender to execute this Affidavit. The Lender, in connection with the Loan, is exempt from the licensing requirements under the Financial Institutions Article §§ 11-501 through 11-524, Annotated Code of Maryland.

I SOLEMNLY AFFIRM under penalties of perjury and upon personal knowledge that the contents of the foregoing paper are true.

Signature _____ Date _____
Print Name _____ Print Title _____

☒ Affidavit of Lender (on its own behalf and on behalf of its employee who originated the Loan)

I, Kathy A. Timken, hereby affirm under penalties of perjury that I am the Vice President of Citibank, N.A. ("Lender") that made the Loan. The Lender's address is set forth above. I am duly authorized by the Lender to execute this Affidavit. The Lender, in connection with the Loan, is exempt from the licensing requirements under the Financial Institutions Article, §§ 11-501 through 11-524, Annotated Code of Maryland. The employee of the Lender who originated the Loan is exempt from the licensing requirements under Financial Institutions Article, §§ 11-601 through 11-618, Annotated Code of Maryland.

I SOLEMNLY AFFIRM under penalties of perjury and upon personal knowledge that the contents of the foregoing paper are true.

Signature Kathy A. Timken Date January 30, 2017
Print Name Kathy A. Timken Print Title Vice President

☐ Affidavit of Mortgage Broker (on behalf of its employee who originated the Loan)

I, _____, hereby affirm under penalties of perjury that I am the _____ of _____ ("Broker") that brokered the Loan. The Broker's address is _____. I am duly authorized by the Broker to execute this Affidavit. The Broker's employee, _____, is the individual who originated the Loan. The employee, in connection with the Loan, is exempt from the licensing requirements under Financial Institutions Article §§ 11-601 through 11-618, Annotated Code of Maryland.

I SOLEMNLY AFFIRM under penalties of perjury and upon personal knowledge that the contents of the foregoing paper are true.

Signature _____ Date _____
Print Name _____ Print Title _____

Escrow File No.: MD16101406

EXHIBIT "A"

The following described land, situate, lying and being in the County of Montgomery, State of Maryland, to-wit:

Lot numbered Eleven (11) in Block numbered Eight (8) in a subdivision known as "Section 2, Kenwood", as per plat thereof recorded in Plat Book 46 at Plat 3445, among the Land Records of Montgomery County, Maryland.

TAX ID: 07-00516700

NOTE: The property address and tax parcel identification number listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.

Being that parcel of land conveyed to Doris O. Matsui as Trustee of the Matsui Revocable Living Trust dated May 15, 2007 and subject to First Amendment to the Matsui Revocable Living Trust dated May 31, 2011, as to an undivided fifty percent (50%) as joint tenants with a right of survivorship with Brian Matsui and Amy Matsui, husband and wife, holding the remaining fifty percent (50%) interest as tenants by the entirety with each other from Doris O. Matsui as Trustee of the Matsui Revocable Living Trust dated May 15, 2007 and subject to First Amendment to the Matsui Revocable Living Trust dated May 31, 2011 by that deed dated 7/25/2015 and recorded 8/13/2015 in deed book 50805, at page 161 of the Montgomery County, MD public registry.

Being that parcel of land conveyed to Doris O. Matsui as Trustee of the Matsui Revocable Living Trust dated May 15, 2007 and subject to First Amendment to the Matsui Revocable Living Trust dated May 31, 2011 from Doris Matsui, surviving joint tenant of Robert T. Matsui by that deed dated 9/4/2014 and recorded 9/12/2014 in deed book 49156, at page 276 of the Montgomery County, MD public registry. The aforementioned Robert T. Matsui departed this world on 01/01/2005.

Being that parcel of land conveyed to Robert T. Matsui and Doris Matsui, his wife, as tenants by the entirety from Louis J.M. Zinterhofer and Susan A. Zinterhofer, his wife by that deed dated 6/6/1979 and recorded 6/19/1979 in deed Liber 5340, at Folio 710 of the Montgomery County, MD public registry.

PARCEL NUMBER(S): 07-00516700

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: Montgomery
 Information provided is for the use of the Clerk's Office, State Department of
 Assessments and Taxation, and County Planning Office Only.
 (Type or Print in Black Ink Only—All Copies Must Be Legible)

1. Type(s) of Instruments	<input type="checkbox"/> Check Box if additional Intake Form is Attached						
	1. Deed of Trust	Mortgage Lense	2. Other Release	Other			
2. Conveyance Type Check Box	<input type="checkbox"/> Improved Sale Acct-Long (1)	<input type="checkbox"/> Unimproved Sale Acct-Long (2)	<input type="checkbox"/> Multiple Accounts Acct-Long (3)	<input type="checkbox"/> Not an Acct-Long Sale (4)			
3. Tax Exemptions (If applicable) Cite or Explain Authority	Recordation						
	State Transfer						
	County Transfer						
4. Consideration and Tax Calculations	Consideration Amount		Mortgage Office Use Only Transfer and Recordation Tax Consideration				
	Purchase Price/Consideration	\$	Transfer Tax Consideration	\$			
	Any New Mortgage	\$ 285,000.00	X () %	\$			
	Balance of Existing Mortgage	\$	Less Exemption Amount	\$			
	Other:	\$	Total Transfer Tax	\$			
	Other:	\$	Recordation Tax Consideration	\$			
5. Fees	Full Cash Value:	\$ 285,000.00	X () per \$500	\$			
	TOTAL DUE		\$				
	Amount of Fee		Doc. 1	Doc. 2			
	Recording Charge	\$ 60.00	\$ 60.00	Agent:			
	Seal Charge	\$	\$	Tax Bill:			
	State Recordation Tax	\$ 2,356.50	\$	C.R. Credit:			
6. Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(a)(3)(i).	District	Property Tax ID No. (4)	Grantor Liber/Polio	Map	Parcel No.	Var. L.O.C.	
	17	00516700				<input type="checkbox"/> (B)	
	Subdivision Name		Lot (3a)	Block (3b)	Section (3c)	Plan Ref.	Sq Ft/Acreage (4)
	Location/Address of Property Being Conveyed (2)						
	5000 Kennedy Dr, Chevy Chase, MD 20815						
	Other Property Identifiers (If applicable)						
	Water Meter Account No.						
	Residential, or Non-Residential <input type="checkbox"/> Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount:						
	Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Am. of Sq Ft/Acreage Transferred:						
	If Partial Conveyance, List Improvements Conveyed:						
7. Transferred From	Doc. 1 - Grantor(s) Name(s)			Doc. 2 - Grantor(s) Name(s)			
	Doris I Matsui			UnionBanCal Mortgage Corporation			
	Brian Matsui						
	Doc. 1 - Owner(s) of Record, if Different from Grantor(s)			Doc. 2 - Owner(s) of Record, if Different from Grantor(s)			
8. Transferred To	Doc. 1 - Grantee(s) Name(s)			Doc. 2 - Grantee(s) Name(s)			
	Cibola			Robert T Matsui			
				Doris K Matsui			
	New Owner's (Grantee) Mailing Address						
9. Other Names to Be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)			Doc. 2 - Additional Names to be Indexed (Optional)			
	Amy Matsui						
10. Contact/Mail Information	Instrument Submitted By or Contact Person					<input checked="" type="checkbox"/> Return to Contact Person	
	Name: Stephanie					<input type="checkbox"/> Hold for Pickup	
	Firm: Boston National Title Agency					<input checked="" type="checkbox"/> Return Address Provided	
	Address: 473 NW Primo Vista Blvd, Port St Lucie, FL 34863						
	Phone: (772) 448-8990						
	11. IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER						
	Assessment Information	Yes	No	Will the property being conveyed be the grantee's principal residence?			
		Yes	No	Does transfer include personal property? If yes, identify:			
		Yes	No	Was property surveyed? If yes, attach copy of survey (if needed, no copy required).			
	Assessment (Use Only - Do Not Write Below This Line)						
<input type="checkbox"/> Terminal Verification		<input type="checkbox"/> Agricultural Verification		<input type="checkbox"/> Whole		<input type="checkbox"/> Part	
Transfer Number		Date Received		Deed Reference:		Assigned Property No.:	
Year	20	20	Gen.	Map	Sub	Block	
Land			Zone	Field	Plot	Lot	
Buildings			Use	Parcel	Section	Occ. Cd.	
Total			Town Cd.	Ext. Bl.	Ext. Cd.		
REMARKS:							

Check/Counter:
 1000 - Clerk's Office
 1001 - Office of Records
 400-CC 100 (400)

County - SDAT
 Submitter - Proprietor

Exhibit "F"

49156 276

NO CONSIDERATION DEED

THIS DEED made this 4th day of September in the year two thousand and fourteen (2014), by and between DORIS MATSUI, surviving joint tenant of ROBERT T. MATSUI, who died on January 1, 2005, party of the first part ("Grantor"), and, DORIS O. MATSUI as Trustee of the MATSUI REVOCABLE LIVING TRUST dated May 15, 2007 and subject to FIRST AMENDMENT TO THE MATSUI REVOCABLE LIVING TRUST dated May 31, 2011, party of the second part ("Grantee");

This instrument is a No Consideration Deed. The instrument is for estate planning purposes only, transfers property held by a wife as the surviving tenant by the entirety of the property after her husband's death to the wife as trustee of wife's revocable living trust, and is not subject to transfer or recordation taxes pursuant to MD Code Annotated., Estates & Trusts Sec, 14-114(b)(1) (transfer to a trust) and MD Code Annotated Tax Property Sections 12-108(ee) and 13-207(23) (transfer to a trust). There is no mortgage on the property and no Grantor or Grantee is assuming liability for debt or being relieved of liability for debt in this transaction.

WITNESSETH

THAT FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) and other valuable and sufficient consideration, the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey unto the Grantee in her capacity as trustee of the Matsui Revocable Living Trust, its successors and assigns, forever in fee simple, the following described property:

SEP 12 2014
10:41
RECORDATION FEE
\$10.00
SEP 11 2014
11:05
JUL 11 2014
11:05
SEP 11 2014
11:05

MONTGOMERY COUNTY, MD

APPROVED BY

SEP 11 2014

\$ NA RECORDATION TAX PAID
\$ NA TRANSFER TAX PAID

2014 SEP 12 AM 11:05

FILED
LORRY E. KNIGHT
CLERK'S OFFICE
MONTGOMERY CO. MD.

R 2010

Lot numbered Eleven (11) in Block numbered Eight (8) in a subdivision known as "Section 2, Kenwood", as per plat thereof recorded in Plat Book 46 at Plat 3445, among the Land Records of Montgomery County, Maryland.

Being the same property described in the deed from Louis J.M. Zinterhofer and Susan A. Zinterhofer to Robert T. Matsui and Doris Matsui, his wife, grantees, as tenants by the entirety, dated June 6, 1979 and recorded on June 19, 1979 among the Land Records of Montgomery County, Maryland, and being the same property described in Liber 5340 at folio 710, among the said Land Records.

SUBJECT to covenants, easements and restrictions of record.

PROPERTY ADDRESS: 5800 Kennedy Drive, Chevy Chase, MD 20815-5528

Tax or Parcel Identification Number: 7-34-516700

Grantor's Address: 5800 Kennedy Drive, Chevy Chase, MD 20815-5528

Grantee's Address: 5800 Kennedy Drive, Chevy Chase, MD 20815-5528

Title Insurer: None.

TO HAVE AND TO HOLD said land and premises described or mentioned and hereby intending to be conveyed, together with the building and improvements thereupon erected, made or being, and all and every, title right, privileges, appurtenances and advantages to the same belonging or in anywise appertaining, unto and for the proper use, benefit and behalf forever of the Trustee in fee simple.

AND the said Grantor does hereby covenant that she will warrant specially the property hereby conveyed and that she will execute such other and further assurances thereof as may be requisite.

49156 278

AS WITNESS the hand and seal of the Grantor, the day and year first above written.

WITNESS:

Clare F. Chmiel

Doris O. Matsui
DORIS O. MATSUI



DISTRICT OF COLUMBIA : ss

I, Susannah Cannon, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Doris O. Matsui, known to me or satisfactorily proven to be the person who executed the foregoing No Consideration Deed on the 4th day of September, 2014, personally appeared before me in said jurisdiction and acknowledged the same to be her act and deed. Subscribed and sworn to before me this 4th day of September, 2014.

Susannah Cannon
Notary Public, District of Columbia
My Commission Expires 12/14/2014

Susannah Cannon (Seal)

My Commission Expires: _____

This is to certify that the within instrument was prepared by me or under my supervision, and that I am duly admitted to practice before the Court of Appeals of Maryland.

Rande K. Joiner
Rande K. Joiner

After Recording, Mail to:
Rande K. Joiner, Esquire
Joiner & Green, LLC
8804 Hidden Hill Lane
Potomac, MD 20854

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: Montgomery

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Officer Only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

49156 279

1 Type(s) of Instruments		<input type="checkbox"/> Check Box if addendum Intake Form is Attached.																																																																	
		<input checked="" type="checkbox"/> Deed		<input type="checkbox"/> Mortgage		<input type="checkbox"/> Other																																																													
		<input type="checkbox"/> Deed of Trust		<input type="checkbox"/> Lease		<input type="checkbox"/> Other																																																													
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3 Tax Exemptions (if applicable)		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;">Recordation</td> <td>Transfer to revocable trust, exempt under Md Ann Code Est & Trusts</td> </tr> <tr> <td>State Transfer</td> <td>Sec. 14-114(b) on Tax Prop Sections 12-108 (ee) & 13-207 (23)</td> </tr> <tr> <td>City or Explain Authority</td> <td>County Transfer</td> </tr> </table>						Recordation	Transfer to revocable trust, exempt under Md Ann Code Est & Trusts	State Transfer	Sec. 14-114(b) on Tax Prop Sections 12-108 (ee) & 13-207 (23)	City or Explain Authority	County Transfer																																																						
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		REMARKS:																																																																	

50805 161

NO CONSIDERATION DEED

THIS DEED made this 25th day of July, in the year two thousand and fifteen (2015), by and between DORIS O. MATSUI as Trustee of the MATSUI REVOCABLE LIVING TRUST dated May 15, 2007 and subject to FIRST AMENDMENT TO THE MATSUI REVOCABLE LIVING TRUST dated May 31, 2011, party of the first part ("Grantor"), and fifty percent (50%) to DORIS O. MATSUI as Trustee of the MATSUI REVOCABLE LIVING TRUST dated May 15, 2007 and subject to FIRST AMENDMENT TO THE MATSUI REVOCABLE LIVING TRUST dated May 31, 2011, as joint tenants with a right of survivorship with BRIAN MATSUI and AMY MATSUI, husband and wife, holding the remaining fifty percent (50%) interest as tenants by the entirety with each other and as joint tenants with a right of survivorship with Doris Matsui, Trustee, all as parties of the second part ("Grantees"):

This instrument is a No Consideration Deed. The instrument is a gift transfer of a fifty percent ownership in real property from a mother to her son and daughter-in-law who are lineal descendants, and is not subject to transfer or recordation taxes pursuant to MD Code Annotated Tax Property Sections 12-105 (recordation taxes) and 12-108 (transfer taxes). There is no mortgage on the property and no Grantor or Grantee is assuming liability for debt or being relieved of liability for debt in this transaction.

WITNESSETH

THAT FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) and other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the said

MONTGOMERY COUNTY, MD

APPROVED BY mp

AUG 12 2015

\$ 214 RECORDATION TAX PAID
\$ 214 TRANSFER TAX PAID

2015 AUG 13 PM 1:03

FILED
CLERK OF COURT
DEEDS OFFICE
MONTGOMERY CO. MD

20
40
CA

RECORDED
INDEXED
AUG 13 2015
BILLY A. GIBBS
CLERK OF COURT
DEEDS OFFICE
MONTGOMERY CO. MD

Grantor does hereby grant and convey unto the Grantees, their successors and assigns, forever in fee simple, the following described property:

Lot numbered Eleven (11) in Block numbered Eight (8) in a subdivision known as "Section 2, Kenwood", as per plat thereof recorded in Plat Book 46 at Plat 3445, among the Land Records of Montgomery County, Maryland.

Being the same property described in the deed from Doris Matsui as surviving tenant by the entirety of Robert T. Matsui to Doris O. Matsui, as Trustee of the Matsui Revocable Living Trust dated May 15, 2007 and subject to First Amendment to the Matsui Revocable Living Trust dated May 31, 2011, dated September 4, 2015 and recorded on September 12, 2015 among the Land Records of Montgomery County, Maryland, and being the same property described in Liber 49156 at folio 276 among the said Land Records.

SUBJECT to covenants, easements and restrictions of record.

PROPERTY ADDRESS: 5800 Kennedy Drive, Chevy Chase, MD 20815-5528

Tax or Parcel Identification Number: 7-34-516700

Grantor's Address: 5800 Kennedy Drive, Chevy Chase, MD 20815-5528

Grantee's Address: 5800 Kennedy Drive, Chevy Chase, MD 20815-5528

Title Insurer: None.

TO HAVE AND TO HOLD said land and premises described or mentioned and hereby intending to be conveyed, together with the building and improvements thereupon erected, made or being, and all and every, title right, privileges, appurtenances and advantages to the same belonging or in anywise appertaining, unto and for the proper use, benefit and behalf forever of the Trustee in fee simple.

AND the said Grantor does hereby covenant that she will warrant specially the property hereby conveyed and that she will execute such other and further assurances thereof as may be requisite.

50805 163

AS WITNESS the hand and seal of the Grantor, the day and year first above written.

WITNESS:

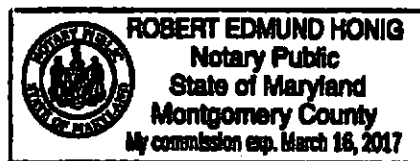
Rande K Joiner

Doris O. Matsui Trustee (SEAL)
DORIS O. MATSUI, Trustee of the Matsui
Revocable Trust UTD 5/15/2007, subject to
First Amendment 5/31/2011

COUNTY OF MONTGOMERY
STATE OF MARYLAND : ss

I, ROBERT E HONIG, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Doris O. Matsui, Trustee of the Matsui Revocable Trust UTD May 15, 2007, subject to the First Amendment to Matsui Revocable Trust dated May 31, 2011, known to me or satisfactorily proven to be the person who executed the foregoing No Consideration Deed on the 25th day of July, 2015, personally appeared before me in said jurisdiction and acknowledged the same to be her act and deed. Subscribed and sworn to before me this 25th day of July, 2015.

Robert E. Honig (Seal)
Notary Public



This is to certify that the within instrument was prepared by me or under my supervision, and that I am duly admitted to practice before the Court of Appeals of Maryland.

Rande K Joiner
Rande K. Joiner

50805 164

AFFIDAVIT OF DORIS O. MATSUI

I, Doris O. Matsui, after being duly sworn upon oath, under penalties of perjury, affirm that the following statements are true and correct to the best of my information, knowledge and belief:

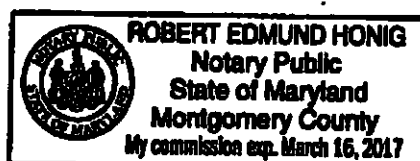
1. I am the Trustee and sole beneficiary of the Matsui Revocable Trust UTD 5/15/2007, subject to First Amendment dated 5/31/2011.
2. My revocable trust is the current owner of my home located at 5800 Kennedy Drive, Chevy Chase, MD 20815.
3. My home is not subject to any encumbrance such as a mortgage or home equity line of credit.
4. Brian Matsui is my son and Amy Matsui is his wife and my daughter-in-law,
5. I wish to gift a fifty percent interest in my home to Brian and Amy Matsui as tenants by the entirety.
6. They will hold their interest with me as joint tenants with a right of survivorship.
7. There is no economic interest or consideration for this transfer.

Doris O. Matsui Trustee
Doris O. Matsui, Trustee of the Matsui Revocable Trust
UTD 5/15/2007, subject to First Amendment 5/31/2011

COUNTY OF MONTGOMERY
STATE OF MARYLAND, SS:

Sworn to and subscribed before me on this 25 day of July, 2015.

Robert E. Honig
Notary Public



State of Maryland Land Instrument Intake Sheet
□ Baltimore City □ County - Montgomery
Information provided is for the use of the Clerk's Office, State Department of
Assessments and Taxation, and County Finance Office Only.
(Type or Print in Black Ink Only—All Copies Must Be Legible)

50805 165

1 Type(s) of Instruments		<input type="checkbox"/> Check Box if addendum Intake Form is Attached.																																																																					
		<input type="checkbox"/> Deed <input type="checkbox"/> Deed of Trust	<input type="checkbox"/> Mortgage <input type="checkbox"/> Lien	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____																																																																		
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11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOGRAPH MUST ACCOMPANY EACH TRANSFER		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td rowspan="3">Assessment Information</td> <td>Yes</td> <td><input checked="" type="checkbox"/> No</td> <td>Will the property being conveyed be the grantor's principal residence?</td> </tr> <tr> <td>Yes</td> <td><input checked="" type="checkbox"/> No</td> <td>Does transfer include personal property? If yes, identify:</td> </tr> <tr> <td>Yes</td> <td><input checked="" type="checkbox"/> No</td> <td>Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).</td> </tr> </table>				Assessment Information	Yes	<input checked="" type="checkbox"/> No	Will the property being conveyed be the grantor's principal residence?	Yes	<input checked="" type="checkbox"/> No	Does transfer include personal property? If yes, identify:	Yes	<input checked="" type="checkbox"/> No	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).																																																								
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Space Reserved for County Verification		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="7">Assessment Use Only - Do Not Write Below This Line</th> </tr> <tr> <th colspan="2">Transfer Verification</th> <th colspan="2">Agricultural Verification</th> <th colspan="2">Whole</th> <th>Part</th> </tr> <tr> <th>Transfer Number</th> <th>Date Received:</th> <th>Class</th> <th>Use</th> <th>Class</th> <th>Use</th> <th>Assigned Property No.:</th> </tr> <tr> <td>Year</td> <td>20</td> <td>20</td> <td>Gen.</td> <td>Map</td> <td>Sub</td> <td>Block</td> </tr> <tr> <td>Land</td> <td></td> <td></td> <td>Zoning</td> <td>Code</td> <td>Plot</td> <td>Lot</td> </tr> <tr> <td>Buildings</td> <td></td> <td></td> <td>Use</td> <td>Physical</td> <td>Section</td> <td>Occ. Ctl.</td> </tr> <tr> <td>Total</td> <td></td> <td></td> <td>Town Ctl.</td> <td>Ex. Rt.</td> <td>Ex. Ctl.</td> <td></td> </tr> </table>				Assessment Use Only - Do Not Write Below This Line							Transfer Verification		Agricultural Verification		Whole		Part	Transfer Number	Date Received:	Class	Use	Class	Use	Assigned Property No.:	Year	20	20	Gen.	Map	Sub	Block	Land			Zoning	Code	Plot	Lot	Buildings			Use	Physical	Section	Occ. Ctl.	Total			Town Ctl.	Ex. Rt.	Ex. Ctl.																		
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Buildings			Use	Physical	Section	Occ. Ctl.																																																																	
Total			Town Ctl.	Ex. Rt.	Ex. Ctl.																																																																		
REMARKS:																																																																							

49156 276

NO CONSIDERATION DEED

THIS DEED made this 4th day of September in the year two thousand and fourteen (2014), by and between DORIS MATSUI, surviving joint tenant of ROBERT T. MATSUI, who died on January 1, 2005, party of the first part ("Grantor"), and, DORIS O. MATSUI as Trustee of the MATSUI REVOCABLE LIVING TRUST dated May 15, 2007 and subject to FIRST AMENDMENT TO THE MATSUI REVOCABLE LIVING TRUST dated May 31, 2011, party of the second part ("Grantee"):

This instrument is a No Consideration Deed. The instrument is for estate planning purposes only, transfers property held by a wife as the surviving tenant by the entirety of the property after her husband's death to the wife as trustee of wife's revocable living trust, and is not subject to transfer or recordation taxes pursuant to MD Code Annotated., Estates & Trusts Sec, 14-114(b)(1) (transfer to a trust) and MD Code Annotated Tax Property Sections 12-108(ee) and 13-207(23) (transfer to a trust). There is no mortgage on the property and no Grantor or Grantee is assuming liability for debt or being relieved of liability for debt in this transaction.

WITNESSETH

THAT FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) and other valuable and sufficient consideration, the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey unto the Grantee in her capacity as trustee of the Matsui Revocable Living Trust, its successors and assigns, forever in fee simple, the following described property:

SEP 12 2014
LEX 12
RECORDING FEE
10.00
14.00
22.00
46.00
11:23 am

MONTGOMERY COUNTY, MD

APPROVED BY 

SEP 11 2014

\$ NA RECORDATION TAX PAID
\$ NA TRANSFER TAX PAID

2014 SEP 12 AM 11:05

FILED
LORRAINE KNIGHT
CLERK'S OFFICE
MONTGOMERY CO. MD.

R 2010

Lot numbered Eleven (11) in Block numbered Eight (8) in a subdivision known as "Section 2, Kenwood", as per plat thereof recorded in Plat Book 46 at Plat 3445, among the Land Records of Montgomery County, Maryland.

Being the same property described in the deed from Louis J.M. Zinterhofer and Susan A. Zinterhofer to Robert T. Matsui and Doris Matsui, his wife, grantees, as tenants by the entirety, dated June 6, 1979 and recorded on June 19, 1979 among the Land Records of Montgomery County, Maryland, and being the same property described in Liber 5340 at folio 710, among the said Land Records.

SUBJECT to covenants, easements and restrictions of record.

PROPERTY ADDRESS: 5800 Kennedy Drive, Chevy Chase, MD 20815-5528

Tax or Parcel Identification Number: 7-34-516700

Grantor's Address: 5800 Kennedy Drive, Chevy Chase, MD 20815-5528

Grantee's Address: 5800 Kennedy Drive, Chevy Chase, MD 20815-5528

Title Insurer: None.

TO HAVE AND TO HOLD said land and premises described or mentioned and hereby intending to be conveyed, together with the building and improvements thereupon erected, made or being, and all and every, title right, privileges, appurtenances and advantages to the same belonging or in anywise appertaining, unto and for the proper use, benefit and behalf forever of the Trustee in fee simple.

AND the said Grantor does hereby covenant that she will warrant specially the property hereby conveyed and that she will execute such other and further assurances thereof as may be requisite.

49156 278

AS WITNESS the hand and seal of the Grantor, the day and year first above written.

WITNESS:

Clare F. Chmiele

Doris O. Matsui
DORIS O. MATSUI



DISTRICT OF COLUMBIA : ss

I, Susannah Cannon, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Doris O. Matsui, known to me or satisfactorily proven to be the person who executed the foregoing No Consideration Deed on the 4th day of September, 2014, personally appeared before me in said jurisdiction and acknowledged the same to be her act and deed. Subscribed and sworn to before me this 4th day of September, 2014.

Susannah Cannon
Notary Public, District of Columbia
My Commission Expires 12/14/2014

[Signature] (Seal)

My Commission Expires: _____

This is to certify that the within instrument was prepared by me or under my supervision, and that I am duly admitted to practice before the Court of Appeals of Maryland.

[Signature]
Rande K. Joiner

After Recording, Mail to:
Rande K. Joiner, Esquire
Joiner & Green, LLC
8804 Hidden Hill Lane
Potomac, MD 20854

State of Maryland Land Instrument Intake Sheet
Baltimore City & County: Montgomery
Information provided is for the use of the Clerk's Office, State Department of
Assessments and Taxation, and County Finance Office Only.
(Type or Print in Black Ink Only—All Copies Must Be Legible)

49156 279

1	Type(s) of Instruments <input checked="" type="checkbox"/> Deed <input type="checkbox"/> Deed of Trust <input type="checkbox"/> Mortgage <input type="checkbox"/> Other <input type="checkbox"/> Other
2	Conveyance Type Check Box <input type="checkbox"/> Improved Sale Arms-Length (1) <input type="checkbox"/> Unimproved Sale Arms-Length (2) <input type="checkbox"/> Multiple Accounts Arms-Length (3) <input checked="" type="checkbox"/> Not an Arms- Length Sale (9)
3	Tax Exemptions (If applicable) Cite or Explain Authority Recordation Transfer to revocable trust, exempt under Md Ann Code Est & Trusts State Transfer Sec. 14-114(b) on Tax Prop Sections 12-108 (en) & 13-207 (23) County Transfer
4	Consideration and Tax Calculations Consideration Amount Purchase Price/Consideration \$ 0.00 Any New Mortgage \$ 0.00 Balance of Existing Mortgage \$ 0.00 Other \$ 0.00 Other \$ Full Cash Value \$ 0.00 Finance Office Use Only Transfer and Recordation Tax Consideration Transfer Tax Consideration \$ X () % = \$ Less Exemption Amount = \$ Total Transfer Tax = \$ Recordation Tax Consideration \$ X () per \$500 = \$ TOTAL DUE \$
5	Fees Amount of Fees Recording Charge \$ Surcharge \$ State Recordation Tax \$ State Transfer Tax \$ County Transfer Tax \$ Other \$ Other \$ Doc. 1 Doc. 2 Agent: Tax Bill: C.B. Credit: Ag. Tax/Other:
6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i). District Property Tax ID No. (1) Greater Liber/Polls Map Parcel No. Var. LOC 07 00616700 5340/710 Subdivision Name Lot (3a) Block (3b) Sect/AK (3c) Plat Ref. SqFt/Acreage (4) Kenwood 11 8 2 48/3445 Location/Address of Property Being Conveyed (2) 5800 Kennedy Drive, Chevy Chase, MD 20815-5228 Other Property Identifiers (If applicable) Water Meter Account No. Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount: Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Am. of SqFt/Acreage Transferred: If Partial Conveyance, List Improvements Conveyed:
7	Transferred From Doc. 1 - Grantor(s) Name(s) Doc. 2 - Grantor(s) Name(s) Doris Matsui as surviving tenant by the entirety of Robert T. Matsui Doc. 1 - Owner(s) of Record, if Different from Grantor(s) Doc. 2 - Owner(s) of Record, if Different from Grantor(s)
8	Transferred To Doc. 1 - Grantee(s) Name(s) Doc. 2 - Grantee(s) Name(s) Doris O. Matsui, Trustee Matsui Revocable Trust New Owner's (Grantee) Mailing Address 5800 Kennedy Drive, Chevy Chase, MD 20815-5228
9	Other Names to Be Indexed Doc. 1 - Additional Names to be Indexed (Optional) Doc. 2 - Additional Names to be Indexed (Optional)
10	Contact/Mail Information Instrument Submitted By or Contact Person Name: Randa K Joiner Firm: Joiner & Green, LLC Address: 8804 Hidden Hill Lane Potosi, MD 20854 Phone: (301) 983-1000/202-328-3300 <input checked="" type="checkbox"/> Return to Contact Person <input type="checkbox"/> Hold for Pickup <input checked="" type="checkbox"/> Return Address Provided
11	IMPORTANT: BOTH THE ORIGINAL, DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER Assessment Information Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Will the property being conveyed be the grantee's principal residence? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Does transfer include personal property? If yes, identify: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).
Assessment Use Only - Do Not Write Below This Line Terminal Verification Agricultural Verification Whole Part Tran. Process Verification Transfer Number Date Received: Deed Reference: Assigned Property No.: Year 20 20 Geo. Map Sub Block Land Zoning Grid Plat Lot Buildings Use Parcel Section Sec. Cd. Total Town Cd. Ex. St. Ex. Cd. Sec. Cd.	
REMARKS:	



First American

myFirstAm® Combined Report

5800 Kennedy Dr, Chevy Chase, MD 20815

Property Address:

**5800 Kennedy Dr
Chevy Chase, MD 20815**

Combined Report

5800 Kennedy Dr, Chevy Chase, MD 20815

08/05/2020

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First American

myFirstAm® Property Profile

5800 Kennedy Dr, Chevy Chase, MD 20815

Property Information

Owner(s):	Matsui , Revocable Living Tr / Matsui Brian	Mailing Address:	5800 Kennedy Dr, Chevy Chase, MD 20815
Owner Phone:	Unknown	Property Address:	5800 Kennedy Dr, Chevy Chase, MD 20815
Vesting Type:	Living Trust	Alt. APN:	HN110000000000080011
County:	Montgomery	APN:	07-00516700
Map Coord:	HN11	Census Tract:	705502
Lot#:	11	Block:	8
Subdivision:	Kenwood	Tract:	
Legal:	Sec 2 Kenwood		

Property Characteristics

Use:	Sfr	Year Built / Eff. :	1938 /	Sq. Ft. :	2688
Zoning:	R90	Lot Size Ac / Sq Ft:	0.258 / 11229	# of Units:	1
Bedrooms:		Bathrooms:	4	Fireplace:	Y
# Rooms:		Quality:	Excellent	Heating:	Forced Air
Pool:		Air:		Style:	Mobile Home
Stories:	2	Improvements:		Parking / #:	Basement / 2
Gross Area:	3753	Garage Area :	500	Basement Area:	615

Sale and Loan Information

Sale / Rec Date:	*\$/Sq. Ft.:	2nd Mtg.:
Sale Price:	1st Loan:	Prior Sale Amt:
Doc No.:	Loan Type:	Prior Sale Date:
Doc Type:	Transfer Date:	Prior Doc No.:
Seller:	Lender:	Prior Doc Type:

NOTE: The calculation of Sale Price divided by Sq. Ft.

Tax Information

Imp Value:	\$339,800	Exemption Type:	
Land Value:	\$1,238,600	Tax Year / Area:	2018 / 007
Total Value:	\$1,578,400	Tax Value:	
Total Tax Amt:	\$17,930.39	Improved:	22%



First American

myFirstAm® Transaction History

5800 Kennedy Dr, Chevy Chase, MD 20815

To request additional information, please contact your local Sales Representative, Customer Service Department, or for an additional fee you may [click here](#).

History Record # 1 : FINANCE

Mortgage Recording Date:	03/03/2017	Mortgage Transfer Type:	Stand Alone Finance
Mortgage Document #:	053918-000384	Mortgage Rate Type:	
Lender:	Citibank Na	Mortgage Term:	30
Document Type	Trust Deed/Mortgage	Vesting Type:	Revocable Trust
Loan Amount:	\$265,000	Mortgage Rate:	
Borrower 1:	Matsui Living Trust	Borrower 2:	Matsui Brian
Borrower 3:		Borrower 4:	

History Record # 2 : SALE/TRANSFER

Buyer:	Matsui Living Trust	Seller:	Matsui Living Trust
Transaction Date:	07/25/2015	Sale Price:	
Recording Date:	08/13/2015	Sale Price Type:	
Recorded Doc #:	050805-000161	Title Company:	Joiner & Green Llc
Document Type:	Deed Transfer	Vesting Type:	Revocable Trust

History Record # 3 : SALE/TRANSFER

Buyer:	Matsui Doris O Living Trust	Seller:	Matsui Doris
Transaction Date:	09/04/2014	Sale Price:	
Recording Date:	09/12/2014	Sale Price Type:	
Recorded Doc #:	049156-000276	Title Company:	
Document Type:	Deed Transfer	Vesting Type:	Revocable Trust



First American

myFirstAm® Comparable Sales

5800 Kennedy Dr, Chevy Chase, MD 20815

Subject Property

APN	Property Address	Sale Price	Year Built	Beds	Baths	Sq. Ft.	Rec. Date	Dist. from Subj.
07-00516700	5800 Kennedy Dr, Chevy Chase, MD 20815		1938		4	3303		

Comparable Sales

A.	07-00516642	5804 Kennedy DR , Chevy Chase, MD 20815	\$925,000	1953		5	2926	11/14/2019	0.02 ml
B.	07-00518971	5206 Lawn WAY , Chevy Chase, MD 20815	\$2,410,000	1956		5	3848	10/10/2018	0.05 ml
C.	07-00519018	5207 Norway DR , Chevy Chase, MD 20815	\$2,700,000	1939		4	3756	07/22/2019	0.06 ml
D.	07-00519408	5212 Dorset AVE , Chevy Chase, MD 20815	\$1,700,000	1935		4	2196	04/08/2019	0.13 ml
E.	07-00519235	5804 Highland DR , Chevy Chase, MD 20815	\$1,889,000	1939		4	2787	09/04/2019	0.16 ml
F.	07-00518903	5812 Highland DR , Chevy Chase, MD 20815	\$1,900,000	1937		4	2366	04/22/2020	0.18 ml
G.	07-00538331	4913 Falstone AVE , Chevy Chase, MD 20815	\$1,080,000	1956		3	2074	04/03/2019	0.18 ml
H.	07-00518446	5204 Kenwood AVE , Chevy Chase, MD 20815	\$1,613,000	1953		4	3432	02/13/2019	0.19 ml
I.	07-00538706	4917 Essex AVE , Chevy Chase, MD 20815	\$1,132,082	1950		3	2464	09/25/2019	0.20 ml
J.	07-00534732	5513 Greystone ST , Chevy Chase, MD 20815	\$1,050,000	1956		3	2381	03/08/2019	0.29 ml
K.	07-00534982	4809 Grantham AVE , Chevy Chase, MD 20815	\$1,386,000	1956		3	2243	11/07/2019	0.30 ml
L.	07-00517737	5818 Hilburne WAY , Chevy Chase, MD 20815	\$1,550,000	1958		5	2708	12/08/2018	0.31 ml
M.	07-00516540	5415 Dorset AVE , Chevy Chase, MD 20815	\$1,350,000	1952		3	1970	10/15/2019	0.33 ml
N.	07-00539175	4810 Essex AVE , Chevy Chase, MD 20815	\$1,750,000	1947		4	3228	10/15/2019	0.33 ml
O.	07-00661983	5409 Ridgefield RD , Bethesda, MD 20816	\$950,000	1957		4	2600	03/21/2019	0.34 ml
P.	07-00538547	4808 Essex AVE , Chevy Chase, MD 20815	\$2,000,000	1947		5	3702	06/13/2019	0.34 ml
Q.	07-00535337	4807 Essex AVE , Chevy Chase, MD 20815	\$1,607,500	1927		3	2565	07/16/2019	0.36 ml

Comparable Sales

5800 Kennedy Dr, Chevy Chase, MD 20815

08/05/2020

Page 1 (of 3)

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Subject Property

APN	Property Address	Sale Price	Year Built	Beds	Baths	Sq. Ft.	Rec. Date	Dist. from Subj.
07-00516700	5800 Kennedy Dr, Chevy Chase, MD 20815		1938		4	3303		

Comparable Sales

R.	07-00649285	4828 Drummond AVE , Chevy Chase, MD 20815	\$1,380,000	1941		3	2650	06/07/2019	0.37 mi
S.	07-00537848	5404 Greystone ST , Chevy Chase, MD 20815	\$991,000	1956		3	2337	03/28/2020	0.37 mi
T.	07-00663116	5603 Albia RD , Bethesda, MD 20816	\$1,515,000	1959		4	3410	10/18/2018	0.37 mi
U.	07-00534891	5417 Surrey ST , Chevy Chase, MD 20815	\$1,400,000	1957		3	3238	08/08/2019	0.38 mi
V.	07-00848714	4828 Drummond AVE , Chevy Chase, MD 20815	\$1,750,000	1948		4	3460	12/20/2019	0.38 mi
W.	07-00663162	5801 Kirkwood DR , Bethesda, MD 20816	\$785,000	1957		3	1836	01/30/2019	0.38 mi
X.	07-00661766	5709 Kirkwood DR , Bethesda, MD 20816	\$1,270,000	1957		3	3471	06/03/2020	0.39 mi
Y.	07-00849150	4824 Drummond AVE , Chevy Chase, MD 20815	\$1,025,000	1948		4	1826	06/18/2018	0.39 mi

Comparable Statistics			
	Average :	Low :	High :
Sale Price:	\$1,488,342	\$785,000	\$2,700,000
Loan Amount:	\$1,519,676	\$510,400	\$6,500,000
Bedrooms:	0	0	0
Bathrooms:	4	3	5
Sq. Ft.:	2779	1826	3848
Sale \$ / Sq. Ft.*:	\$536	\$430	\$702

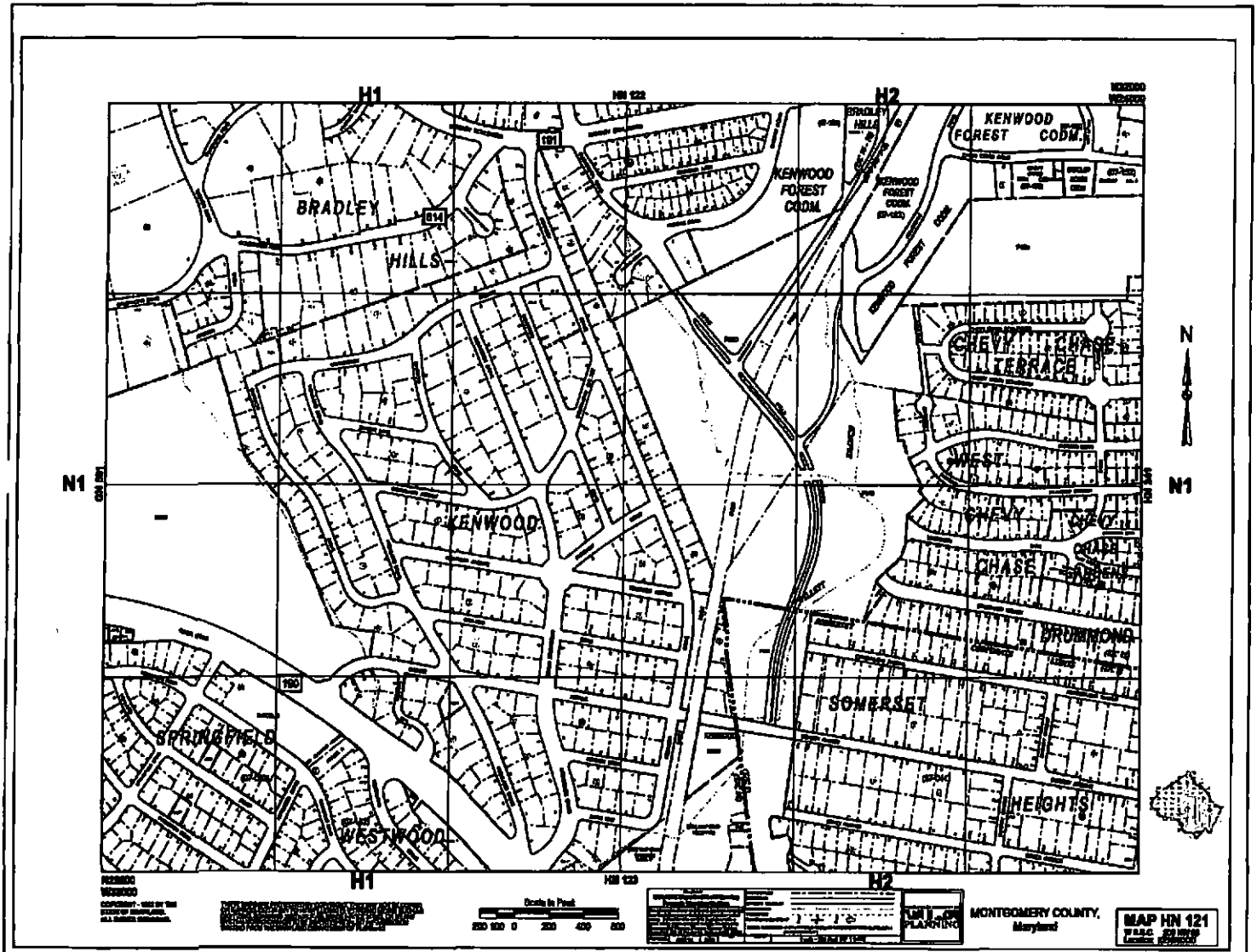
*\$/Sq.Ft. is a calculation of Sale Price divided by Sq.Ft.



First American

myFirstAm® Tax Map

5800 Kennedy Dr, Chevy Chase, MD 20815



LR - DOT/Mortgage
Recording Fee 20.00
Name: MATSUI
Ref:
LR - DOT/Mortgage
Surcharge 40.00

SubTotal: 60.00

Total: 160.00
03/23/2017 12:07
CC15-CP
#7899136 CC0602 -
Montgomery
County/CC06.02.04 -
Register 04



**DOCUMENT VALIDATION PAGE
FOR CLERK'S USE ONLY
(EXCLUDED FROM PAGE COUNT FOR CERTIFIED COPY)**

BARBARA H. MEIKLEJOHN
Clerk of the Circuit Court for Montgomery County
50 Maryland Avenue
Rockville, Maryland 20850
Recording and Licensing
(240) 777-9470

49156 276

NO CONSIDERATION DEED

THIS DEED made this 4th day of September in the year two thousand and fourteen (2014), by and between DORIS MATSUI, surviving joint tenant of ROBERT T. MATSUI, who died on January 1, 2005, party of the first part ("Grantor"), and, DORIS O. MATSUI as Trustee of the MATSUI REVOCABLE LIVING TRUST dated May 15, 2007 and subject to FIRST AMENDMENT TO THE MATSUI REVOCABLE LIVING TRUST dated May 31, 2011, party of the second part ("Grantee"):

This instrument is a No Consideration Deed. The instrument is for estate planning purposes only, transfers property held by a wife as the surviving tenant by the entirety of the property after her husband's death to the wife as trustee of wife's revocable living trust, and is not subject to transfer or recordation taxes pursuant to MD Code Annotated, Estates & Trusts Sec, 14-114(b)(1) (transfer to a trust) and MD Code Annotated Tax Property Sections 12-108(ee) and 13-207(23) (transfer to a trust). There is no mortgage on the property and no Grantor or Grantee is assuming liability for debt or being relieved of liability for debt in this transaction.

WITNESSETH

THAT FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) and other valuable and sufficient consideration, the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey unto the Grantee in her capacity as trustee of the Matsui Revocable Living Trust, its successors and assigns, forever in fee simple, the following described property:

THE FD STATE
RECORDING FEE
TOTAL
RECD MONS
LEX NC
SEP 12, 2014
REV 4 21291
BLK 3 2327
11:05 am

MONTGOMERY COUNTY, MD

APPROVED BY [Signature]

SEP 11 2014

\$ NA RECORDATION TAX PAID
\$ NA TRANSFER TAX PAID

2014 SEP 12 AM 11:05

FILED
LORRY T. E. KNIGHT
CLERK'S OFFICE
MONTGOMERY CO., MD.

R 30

Lot numbered Eleven (11) in Block numbered Eight (8) in a subdivision known as "Section 2, Kenwood", as per plat thereof recorded in Plat Book 46 at Plat 3445, among the Land Records of Montgomery County, Maryland.

Being the same property described in the deed from Louis J.M. Zinterhofer and Susan A. Zinterhofer to Robert T. Matsui and Doris Matsui, his wife, grantees, as tenants by the entirety, dated June 6, 1979 and recorded on June 19, 1979 among the Land Records of Montgomery County, Maryland, and being the same property described in Liber 5340 at folio 710, among the said Land Records.

SUBJECT to covenants, easements and restrictions of record.

PROPERTY ADDRESS: 5800 Kennedy Drive, Chevy Chase, MD 20815-5528

Tax or Parcel Identification Number: 7-34-516700

Grantor's Address: 5800 Kennedy Drive, Chevy Chase, MD 20815-5528

Grantee's Address: 5800 Kennedy Drive, Chevy Chase, MD 20815-5528

Title Insurer: None.

TO HAVE AND TO HOLD said land and premises described or mentioned and hereby intending to be conveyed, together with the building and improvements thereupon erected, made or being, and all and every, title right, privileges, appurtenances and advantages to the same belonging or in anywise appertaining, unto and for the proper use, benefit and behalf forever of the Trustee in fee simple.

AND the said Grantor does hereby covenant that she will warrant specially the property hereby conveyed and that she will execute such other and further assurances thereof as may be requisite.

49156 278

AS WITNESS the hand and seal of the Grantor, the day and year first above written.

WITNESS:

Clare F. Chmiele

Doris O. Matsui
DORIS O. MATSUI



DISTRICT OF COLUMBIA : ss

I, Susannah Cannon, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Doris O. Matsui, known to me or satisfactorily proven to be the person who executed the foregoing No Consideration Deed on the 4th day of September, 2014, personally appeared before me in said jurisdiction and acknowledged the same to be her act and deed. Subscribed and sworn to before me this 4th day of September, 2014.

Susannah Cannon
Notary Public, District of Columbia
My Commission Expires 12/14/2014

Susannah Cannon (Seal)
Notary Public

My Commission Expires: _____

This is to certify that the within instrument was prepared by me or under my supervision, and that I am duly admitted to practice before the Court of Appeals of Maryland.

Rande K. Joiner
Rande K. Joiner

After Recording, Mail to:
Rande K. Joiner, Esquire
Joiner & Green, LLC
8804 Hidden Hill Lane
Potomac, MD 20854

State of Maryland Land Instrument Intake Sheet
□ Baltimore City □ County: Montgomery
Information provided is for the use of the Clerk's Office, State Department of Assessment and Taxation, and County Finance Office Only.
(Type or Print in Black Ink Only—All Copies Must Be Legible)

49156 279

1	Type(s) of Instruments	<input type="checkbox"/> Check Box If addendum Intake Form is Attached. <input checked="" type="checkbox"/> Deed <input type="checkbox"/> Deed of Trust <input type="checkbox"/> Mortgage Lease <input type="checkbox"/> Other _____ <input type="checkbox"/> Other _____					
2	Conveyance Type Check Box	<input type="checkbox"/> Improved Sale Arms-Length (1) <input type="checkbox"/> Unimproved Sale Arms-Length (2) <input type="checkbox"/> Multiple Accounts Arms-Length (3) <input checked="" type="checkbox"/> Not an Arms-Length Sale (9)					
3	Tax Exemptions (if applicable) Cite or Explain Authority	Recordation State Transfer County Transfer	Transfer to revocable trust, exempt under Md Arm Code Est & Trusts Sec.14-114(b) on Tax Prop Sections 12-108 (ee) & 13-207 (23)				
4	Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only Transfer and Recordation Tax Consideration			
Purchase Price/Consideration		\$ 0.00	Transfer Tax Consideration	\$			
Any New Mortgage		\$ 0.00	X () %	= \$			
Balance of Existing Mortgage		\$ 0.00	Less Exemption Amount	= \$			
Other:		\$ 0.00	Total Transfer Tax	= \$			
		Other:	\$	Recordation Tax Consideration	\$		
			\$	X () per \$500	= \$		
		Full Cash Value:	\$ 0.00	TOTAL DUE	\$		
5	Fees	Amount of Fees	Doc. 1	Doc. 2	Agent:		
Recording Charge		\$	\$				
Surcharge		\$	\$				
State Recordation Tax		\$	\$				
State Transfer Tax		\$	\$				
County Transfer Tax		\$	\$				
Other		\$	\$				
Other		\$	\$				
6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(f).	District	Property Tax ID No. (1)	Grantor Liber/ Folio	Map	Parcel No.	Var. LOC
07		00616700	5340/719				<input type="checkbox"/> (5)
Subdivision Name		Lot (3a)	Block (3b)	Recs/Alt (3c)	Plat Ref.	SqFt/Acreage (4)	
Kenwood		11	8	2	48/3445		
Location/Address of Property Being Conveyed (2)							
5800 Kennedy Drive, Chevy Chase, MD 20815-5528							
Other Property Identifiers (if applicable)						Water Meter Account No.	
Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/> For Single <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount:							
Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Ass. of SqFt/Acreage Transferred:							
If Partial Conveyance, List Improvements Conveyed:							
7	Transferred From	Doc. 1 – Grantor(s) Name(s)			Doc. 2 – Grantor(s) Name(s)		
Doris Matsui as surviving tenant by the entirety of							
Robert T. Matsui							
Doc. 1 – Owner(s) of Record, if Different from Grantor(s)		Doc. 2 – Owner(s) of Record, if Different from Grantor(s)					
8	Transferred To	Doc. 1 – Grantee(s) Name(s)			Doc. 2 – Grantee(s) Name(s)		
Doris O. Matsui, Trustee							
Matsui Revocable Trust							
New Owner's (Grantee) Mailing Address							
5800 Kennedy Drive, Chevy Chase, MD 20815-5228							
9	Other Names to Be Indexed	Doc. 1 – Additional Names to be Indexed (Optional)			Doc. 2 – Additional Names to be Indexed (Optional)		
10	Contact/Mail Information	Instrument Submitted By or Contact Person				<input checked="" type="checkbox"/> Return to Contact Person	
Name: Randie K Joiner						<input type="checkbox"/> Hold For Pickup	
Firm: Joiner & Green, LLC							
Address: 8804 Hidden Hill Lane							
Potomac, MD 20884		Phone: (301) 983-1800/202-328-3300		<input checked="" type="checkbox"/> Return Address Provided			
11	IMPORTANT: BOTH THE ORIGINAL, DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER						
Assessment Information	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Will the property being conveyed be the grantee's principal residence?				
	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Does transfer include personal property? If yes, identify:				
	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).				
Assessment Use Only – Do Not Write Below This Line							
Terminal Verification		Agricultural Verification		Whole		Part	
Transfer Number		Date Received:		Deed Reference:		Assigned Property No.:	
Year	20	20		Geo.	Map	Sub	Block
Land				Zoning	Grid	Plat	Lot
Buildings				Use	Parcel	Section	Occ. Cd.
Total				Town Cd.	Ex. St.	Ex. Cd.	
REMARKS:							



First American

myFirstAm® Combined Report

5800 Kennedy Dr, Chevy Chase, MD 20815

Property Address:

**5800 Kennedy Dr
Chevy Chase, MD 20815**

Combined Report

5800 Kennedy Dr, Chevy Chase, MD 20815

08/05/2020

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First American

myFirstAm® Property Profile

5800 Kennedy Dr, Chevy Chase, MD 20815

Property Information

Owner(s):	Matsui , Revocable Living Tr / Matsui Brian	Mailing Address:	5800 Kennedy Dr, Chevy Chase, MD 20815
Owner Phone:	Unknown	Property Address:	5800 Kennedy Dr, Chevy Chase, MD 20815
Vesting Type:	Living Trust	Alt. APN:	HN11000000000080011
County:	Montgomery	APN:	07-00516700
Map Coord:	HN11	Census Tract:	705502
Lot#:	11	Block:	8
Subdivision:	Kenwood	Tract:	
Legal:	Sec 2 Kenwood		

Property Characteristics

Use:	Sfr	Year Built / Eff. :	1938 /	Sq. Ft. :	2688
Zoning:	R90	Lot Size Ac / Sq Ft:	0.258 / 11229	# of Units:	1
Bedrooms:		Bathrooms:	4	Fireplace:	Y
# Rooms:		Quality:	Excellent	Heating:	Forced Air
Pool:		Air:		Style:	Mobile Home
Stories:	2	Improvements:		Parking / #:	Basement / 2
Gross Area:	3753	Garage Area :	500	Basement Area:	615

Sale and Loan Information

Sale / Rec Date:	*\$/Sq. Ft.:	2nd Mtg.:
Sale Price:	1st Loan:	Prior Sale Amt:
Doc No.:	Loan Type:	Prior Sale Date:
Doc Type:	Transfer Date:	Prior Doc No.:
Seller:	Lender:	Prior Doc Type:

***\$/Sq. Ft. is a calculation of Sale Price divided by Sq. Feet.**

Tax Information

Imp Value:	\$339,800	Exemption Type:	
Land Value:	\$1,238,600	Tax Year / Area:	2018 / 007
Total Value:	\$1,578,400	Tax Value:	
Total Tax Amt:	\$17,930.39	Improved:	22%



First American

myFirstAm® Transaction History

5800 Kennedy Dr, Chevy Chase, MD 20815

To request additional information, please contact your local Sales Representative, Customer Service Department, or for an additional fee you may [click here](#).

History Record # 1 : FINANCE

Mortgage Recording Date:	03/03/2017	Mortgage Transfer Type:	Stand Alone Finance
Mortgage Document #:	053918-000384	Mortgage Rate Type:	
Lender:	Citibank Na	Mortgage Term:	30
Document Type	Trust Deed/Mortgage	Vesting Type:	Revocable Trust
Loan Amount:	\$265,000	Mortgage Rate:	
Borrower 1:	Matsui Living Trust	Borrower 2:	Matsui Brian
Borrower 3:		Borrower 4:	

History Record # 2 : SALE/TRANSFER

Buyer:	Matsui Living Trust	Seller:	Matsui Living Trust
Transaction Date:	07/25/2015	Sale Price:	
Recording Date:	08/13/2015	Sale Price Type:	
Recorded Doc #:	050805-000161	Title Company:	Joiner & Green Llc
Document Type:	Deed Transfer	Vesting Type:	Revocable Trust

History Record # 3 : SALE/TRANSFER

Buyer:	Matsui Doris O Living Trust	Seller:	Matsui Doris
Transaction Date:	09/04/2014	Sale Price:	
Recording Date:	09/12/2014	Sale Price Type:	
Recorded Doc #:	049156-000276	Title Company:	
Document Type:	Deed Transfer	Vesting Type:	Revocable Trust



First American

myFirstAm® Comparable Sales

5800 Kennedy Dr, Chevy Chase, MD 20815

Subject Property

APN	Property Address	Sale Price	Year Built	Beds	Baths	Sq. Ft.	Rec. Date	Dist. from Subj.
07-00516700	5800 Kennedy Dr, Chevy Chase, MD 20815		1938		4	3303		

Comparable Sales

A.	07-00516642	5804 Kennedy DR , Chevy Chase, MD 20815	\$925,000	1953		5	2926	11/14/2019	0.02 mi
B.	07-00518971	5208 Lawn WAY , Chevy Chase, MD 20815	\$2,410,000	1956		5	3848	10/10/2018	0.05 mi
C.	07-00519018	5207 Norway DR , Chevy Chase, MD 20815	\$2,700,000	1939		4	3756	07/22/2019	0.06 mi
D.	07-00519406	5212 Dorset AVE , Chevy Chase, MD 20815	\$1,700,000	1935		4	2196	04/08/2019	0.13 mi
E.	07-00519235	5804 Highland DR , Chevy Chase, MD 20815	\$1,989,000	1939		4	2787	09/04/2019	0.16 mi
F.	07-00518903	5812 Highland DR , Chevy Chase, MD 20815	\$1,900,000	1937		4	2366	04/22/2020	0.18 mi
G.	07-00538331	4913 Falstone AVE , Chevy Chase, MD 20815	\$1,080,000	1956		3	2074	04/03/2019	0.18 mi
H.	07-00516446	5204 Kenwood AVE , Chevy Chase, MD 20815	\$1,613,000	1953		4	3432	02/13/2019	0.19 mi
I.	07-00538706	4917 Essex AVE , Chevy Chase, MD 20815	\$1,132,062	1950		3	2464	08/25/2019	0.20 mi
J.	07-00534732	5513 Greystone ST , Chevy Chase, MD 20815	\$1,050,000	1956		3	2381	03/08/2019	0.29 mi
K.	07-00534982	4808 Grantham AVE , Chevy Chase, MD 20815	\$1,386,000	1956		3	2243	11/07/2019	0.30 mi
L.	07-00517737	5818 Hillburne WAY , Chevy Chase, MD 20815	\$1,550,000	1958		5	2708	12/06/2018	0.31 mi
M.	07-00516540	5415 Dorset AVE , Chevy Chase, MD 20815	\$1,350,000	1952		3	1970	10/15/2019	0.33 mi
N.	07-00539175	4810 Essex AVE , Chevy Chase, MD 20815	\$1,750,000	1947		4	3229	10/15/2019	0.33 mi
O.	07-00681983	5409 Ridgely RD , Bethesda, MD 20816	\$950,000	1957		4	2800	03/21/2019	0.34 mi
P.	07-00536547	4808 Essex AVE , Chevy Chase, MD 20815	\$2,000,000	1947		5	3702	06/13/2019	0.34 mi
Q.	07-00535337	4807 Essex AVE , Chevy Chase, MD 20815	\$1,607,500	1927		3	2565	07/16/2019	0.36 mi

Comparable Sales

5800 Kennedy Dr, Chevy Chase, MD 20815

08/05/2020

Page 1 (of 3)

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Subject Property

APN	Property Address	Sale Price	Year Built	Beds	Baths	Sq. Ft.	Rec. Date	Dist. from Subj.
07-00516700	5800 Kennedy Dr, Chevy Chase, MD 20815		1938		4	3303		

Comparable Sales

R.	07-00649285	4828 Drummond AVE , Chevy Chase, MD 20815	\$1,380,000	1941		3	2650	08/07/2019	0.37 mi
S.	07-00537848	5404 Greystone ST , Chevy Chase, MD 20815	\$981,000	1956		3	2337	03/26/2020	0.37 mi
T.	07-00663116	5603 Albia RD , Bethesda, MD 20816	\$1,515,000	1959		4	3410	10/18/2018	0.37 mi
U.	07-00534891	5417 Surrey ST , Chevy Chase, MD 20815	\$1,400,000	1957		3	3238	08/08/2019	0.38 mi
V.	07-00648714	4828 Drummond AVE , Chevy Chase, MD 20815	\$1,750,000	1948		4	3460	12/20/2019	0.38 mi
W.	07-00663162	5801 Kirkwood DR , Bethesda, MD 20816	\$785,000	1957		3	1836	01/30/2019	0.38 mi
X.	07-00661766	5708 Kirkwood DR , Bethesda, MD 20816	\$1,270,000	1957		3	3471	08/03/2020	0.39 mi
Y.	07-00649150	4824 Drummond AVE , Chevy Chase, MD 20815	\$1,025,000	1948		4	1828	08/18/2019	0.39 mi

Comparable Statistics			
	<u>Average :</u>	<u>Low :</u>	<u>High :</u>
Sale Price:	\$1,488,342	\$785,000	\$2,700,000
Loan Amount:	\$1,519,676	\$510,400	\$6,500,000
Bedrooms:	0	0	0
Bathrooms:	4	3	5
Sq. Ft.:	2779	1826	3846
Sale \$ / Sq. Ft.*:	\$536	\$430	\$702

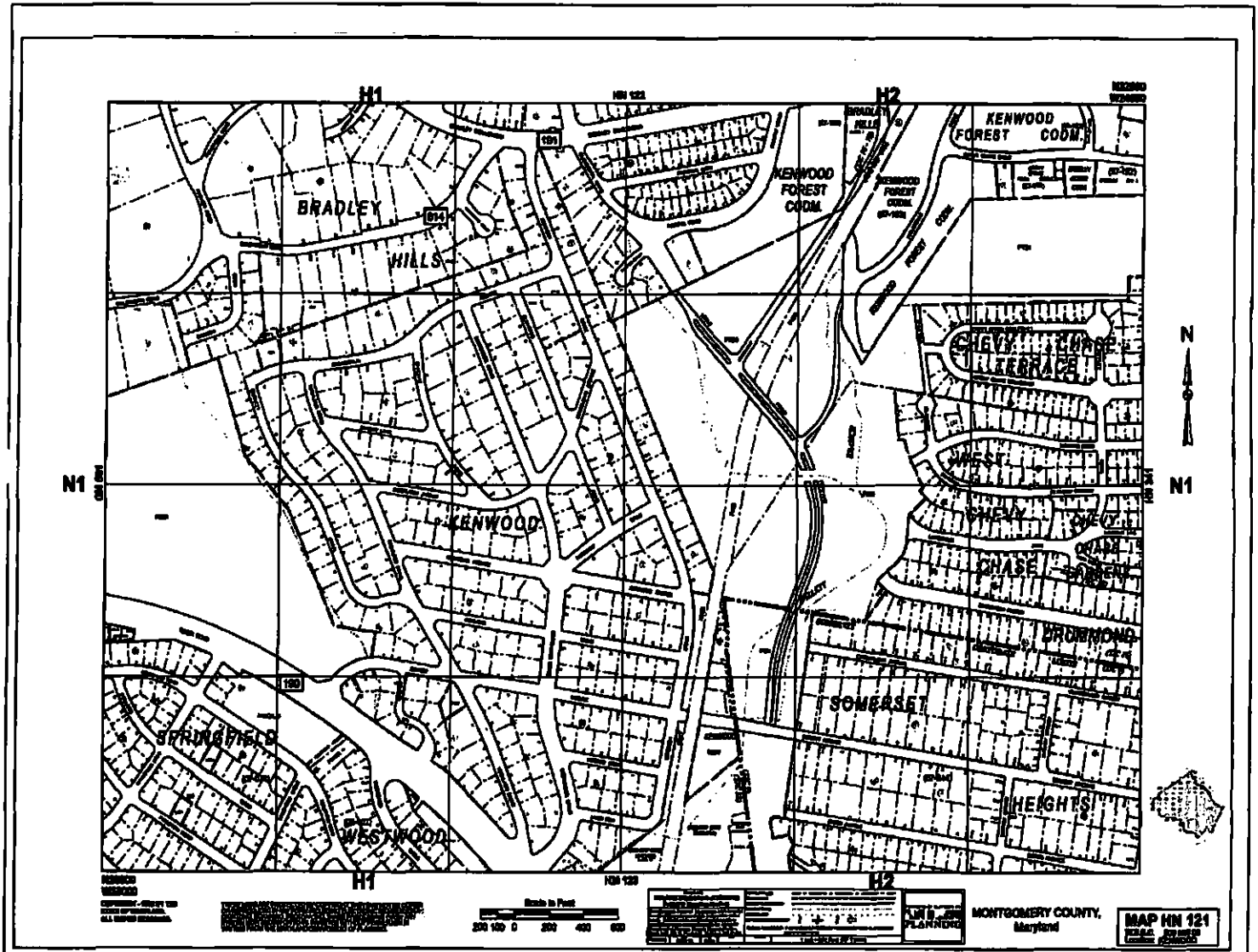
*\$/Sq. Ft. is a calculation of Sale Price divided by Sq. Ft.



First American

myFirstAm® Tax Map

5800 Kennedy Dr, Chevy Chase, MD 20815



Montgomery County Property Tax



REAL PROPERTY CONSOLIDATED TAX BILL

LEVY YEAR 2020

ANNUAL BILL

TAX PERIOD 07/01/2020-06/30/2021

ACCOUNT NUMBER	BILL NO.	PROPERTY ADDRESS	MORTGAGE	OCCUPANCY
00516700	40044569	5800 KENNEDY DR	UNKNOWN	NOT A PRINCIPAL RESIDENCE
PROPERTY DESCRIPTION		MATSUI REVOCABLE LIVING TR		
SEC 2 KENWOOD		MATSUI BRIAN 5800 KENNEDY DR CHEVY CHASE, MD 20815-5528		
LOT				11
BLOCK				8
DISTRICT				07
SUB				034

REFUSE AREA

R1L

REFUSE UNIT

1

TAX DESCRIPTION	ASSESSMENT	RATE	TAX/CHARGE
STATE PROPERTY TAX ②	1,578,400	0.1120*	1,767.81
COUNTY PROPERTY TAX ②	1,578,400	0.9912*	15,645.09
SOLID WASTE CHARGE ②		446.3200	446.32
WATER QUAL PROTECT CHG ②			107.60
TOTAL			17,966.82

INTEREST

TOTAL AMOUNT

\$17,966.82

Amount Due by 9/30/2020

\$8,983.43

* Tax Rate is Per \$100 of Assessment

SELECT PAYMENT OPTION

ELECTRONIC CHECK

CREDIT CARD

PHONE / MAIL

E CHECK History

As of February 4, the County will be using a different credit card processor for online and phone payments. There is no charge for using the Electronic Check payment method; however, you will be charged a convenience fee of approximately 2.3% of the payment when paying by credit or debit card.

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[County Code](#)

Translation

Select Language ▼

Powered by Google Translate

R34 1107 M

LIBER 5340 FOLD 710

This Deed

Made this 6th day of June in the year 1979
 by and between Louis J.H. Zinterhofer and Susan A. Zinterhofer, his wife

parties of the first part, and Robert T. Matsui and Doris Matsui, his wife

parties of the second part:

Witnesseth, that for and in consideration of the sum of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00), receipt whereof is hereby acknowledged, the said party of the first part does grant unto the said parties of the second part, in fee simple, as Tenants by the Entirety the following described land and premises, situate in the Montgomery County, Maryland and known and distinguished as

Lot numbered Eleven (11) in Block numbered Eight (8) in a subdivision known as "Section 2, Kenwood", as per plat thereof recorded in Plat Book 46 at Plat 3445, among the Land Records of Montgomery County, Maryland

RTX 1100.00
 STATE TX 1250.00
 DEED 10.00

1979 JUN 19 PM 3:55

CLERK'S OFFICE
 MONTGOMERY COUNTY, MD

I, the undersigned, a member in good standing of the Bar of the Court of Appeals of Maryland, hereby certifies that the within instrument was prepared by him or under his supervision.

Martin J. Kinch
 Martin J. Kinch

Together with all and singular the ways, easements, rights, privileges and appurtenances to the same belonging or in anywise appertaining, and all the out to, right, title, interest, and claim, either at law or in equity, or otherwise howsoever, of the said party of the first part, of, in, to, or out of the said land and premises.

And the said part 1st of the first part covenant that they will warrant specially the property hereby conveyed; and that they will execute such further covenances of said land as may be requisite.

Witness their hands and seals the day and year first hereinbefore written.

Witness

Connie J. Pallone
 Connie J. Pallone

Louis J.H. Zinterhofer [SEAL]

Susan A. Zinterhofer [SEAL]
 Susan A. Zinterhofer

BOOK PAGE
79

RECORDING REQUESTED BY

Chicago Title Insurance Company

AND WHEN RECORDED MAIL TO

NAME MARK A. Nelson
ADDRESS 5610 Snake Road
CITY Oakland, Ca. 94611

Title Order No. _____ Power No. 42984

MAIL TAX STATEMENTS TO

NAME Mark A. Nelson
ADDRESS 1340 Ogata Way
CITY Sacramento, CA

BK 79-09-21 PG I708

OFFICIAL RECORDS
SACRAMENTO COUNTY, CALIF.

SEP 21 4 26 PM 1979

161185

Alvin J. Rode
SACRAMENTO COUNTY RECORDER

\$3.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

INCIDENTARY TRANSFER TAX \$ 187.00
LXX COMPUTED ON FULL VALUE OF PROPERTY CONVEYED
OR COMPUTED ON FULL VALUE LESS TAX AND
INCIDENTAL INTERESTS IN THE SALE
Chicago Title Insurance Company
Recorder is required to Affix stamping the File No.

JOINT TENANCY GRANT DEED



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

ROBERT T. MATSUI and DORIS K. MATSUI, his wife

hereby GRANT(S) to

MARK A. NELSON and M. JUDITH NELSON, husband and wife, AS JOINT TENANTS,

the following described real property to the city of Sacramento
County, Sacramento, State of California:

Lot 143, as shown on the "Plot of Weber Estates Unit No. 4",
recorded in Book 81 of Maps, Map No. 23, records of said
County.

Parcel No. 529-344-18

161185

Dated September 11, 1979

STATE OF CALIFORNIA, County of Sacramento

On September 11, 1979 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert T. Matsui

and Doris K. Matsui

known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same

WILLIAM R. READING

NOTARY PUBLIC
PRINCE GEORGE COUNTY, MARYLAND
My Comm. Exp. 12/31/80

Robert T. Matsui
Robert T. Matsui

Doris K. Matsui
Doris K. Matsui

(This page for Page 150)

MAIL TAX STATEMENTS AS REQUESTED ABOVE

BOOK PAGE 79

0626

1072

BK 79-06-26 PG 1072

RECORDING REQUESTED BY

COMMERCIAL CORPORATION

AND WHEN RECORDED MAIL TO

CAPITOL BANK OF COMMERCE
P.O. BOX 2311
SACRAMENTO California 95811
16/16

OFFICIAL RECORDS
SACRAMENTO COUNTY, CALIF.

JUN 26 10 17 AM 1979

Alvin J. Riddle
SACRAMENTO COUNTY RECORDER

105118

\$3.00

DEED OF RECONVEYANCE (CORPORATE TRUSTEES)

The undersigned corporation, as Trustee, or as substitute Trustee, under that certain Deed of Trust executed by ROBERT T. MATSUI and DORIS K. MATSUI (HIS WIFE, AS JOINT TENANTS)

as Trustee, dated MAY 25TH, 19 78, and recorded on JUNE 13TH, 19 78,
in the office of the Recorder of the SAC County of SACRAMENTO
State of California, Series Number 89200, in Book 7806-13 of Official Records, at page 670,
pursuant to the written request of the beneficiary, does hereby grant and reconvey, without warranty express or implied
as to title, possession or encumbrance, to the person or persons legally entitled (herein, all the right, title and interest de-
rived by the undersigned corporation, pursuant to said Deed of Trust, to and to the real property described therein, to
which reference is made for a description of the same.

IN WITNESS WHEREOF, the undersigned corporation, as such Trustee, has executed this Deed of Reconveyance
by its duly authorized Officer this 29TH day of MAY, 19 79.

Commercial Corporation
INCORPORATED

By *E.L. LAMBERDINO* PRESIDENT
By *DARREL A. BROWN* ASST. VICE PRESIDENT

STATE OF CALIFORNIA

County of SACRAMENTO ss.

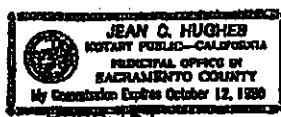
On MAY 29TH, 1979, before me, JEAN C. HUGHES
a Notary Public in and for said State, personally appeared

E.L. LAMBERDINO
known to me to be the PRESIDENT

President, and DARREL A. BROWN
known to me to be the ASST. VICE PRESIDENT

Secretary of the corporation that executed the within instrument, knows to me to be the
person who executed the within instrument on behalf of the corporation therein named,
and acknowledged to me that such corporation executed the within instrument pursuant
to its by-laws or a resolution of its board of directors.

Witness My Hand and Official Seal



BOOK
79

PAGE

1108

180

RECORDING REQUESTED BY

OFFICIAL RECORDS
RECORDED AT REQUEST OF
Transamerica Title Insurance Company

(3)

B7911-08P180

NOV 8 1979 8:00 AM

Alvin H. Foster \$3.00
SACRAMENTO COUNTY RECORDER

191200

AND WHEN RECORDED MAIL TO

Gus Gianulias
5665 Freepoint Blvd
Sacramento, Ca



MAIL TAX STATEMENTS TO

same as above

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$ 135.85
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE.
Transamerica Title Insurance Company
Registers of Deed and Agent determining tax. First Name

GRANT DEED

(Excer No. 170636.....)

By this instrument dated October 30, 1979, for a valuable consideration,

ROBERT T. MATSUI and DORIS K. MATSUI, his wife

hereby GRANT to GUS GIANULIAS and JULIE GIANULIAS, husband and wife, as community property

the following described Real Property in the State of California, County of SACRAMENTO

City of Sacramento

PARCEL NO. 1:

The East 60 feet of the South one-half of Lot 5, in the Block bounded by "G" and "H", Thirteenth and Fourteenth Streets of the City of Sacramento, according to the Official Map or plan of said City.

PARCEL NO. 2:

A non-exclusive easement for underground water pipe line, sewer and power and incidental purposes under the East three feet of the West one-quarter (1/4) of Lot 5 in the Blocks bounded by 13th and 14th and "G" and "H" Streets of the City of Sacramento, according to the official plat thereof.

Assessor's Parcel No. 002-164-09

Robert T. Matsui
Robert T. Matsui
Doris K. Matsui
Doris K. Matsui

STATE OF CALIFORNIA
County of Sacramento
County of Sacramento
On November 5, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert T. Matsui and Doris K. Matsui, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.
Notary's Signature: Wilton A. Smith, Jr.
Wilton A. Smith, Jr.
Notary Public, District of Colusa
Commission Expires October 14, 1982

RECORDING REQUESTED BY
SCHEI, TAYLOR & PENDERGAST

BOOK PAGE

85 01-3 0715

OFFICIAL RECORDS
SACRAMENTO COUNTY

001014

1985 JAN -3 AM 9:35

Gene E. Pendergast
COUNTY CLERK - SACRAMENTO

1985-6-17
J

AND WHEN RECORDED MAIL TO

NAME
ADDRESS Schei, Taylor & Pendergast
555 Capitol Mall #200
CITY & STATE Sacramento, Ca. 95814

Title Order No. _____ Escrow No. _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

NAME
STREET ADDRESS Yasuji Matsui
4230 Warren Avenue
CITY & STATE Sacramento, Ca. 95822

DOCUMENTARY TRANSFER TAX \$ NONE - G.F.T.

COMPUTED ON FULL VALUE OF PROPERTY CONVEYED.

OR COMPUTED ON FULL VALUE LESS LIENS AND

ENCUMBRANCES REMAINING AT TIME OF SALE.

BY *Schei, Taylor & Pendergast*

Signature of Deedmaker or Agent Authorized to Sign For Name

GENE E. PENDERGAST, JR.

APN:
016-0064-016

JOINT TENANCY GRANT DEED

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

YASUJI MATSUI

hereby GRANT(S) to YASUJI MATSUI, ROBERT T. MATSUI, and DORIS MATSUI,

. AS JOINT TENANTS,

the following described real property in the
county of Sacramento

, state of California:

Lot 27 of South Land Park Terrace Unit No. 5, according
to the official plat thereof, filed in the office of the
Recorder of Sacramento County, California, on September
13, 1951, in Book 32 of Maps, Map No. 33.

Dated January 2, 1986

STATE OF CALIFORNIA
COUNTY OF Sacramento ss.

On January 2, 1986, before me, the
undersigned, a Notary Public in and for said County and State,
personally appeared YASUJI MATSUI

_____, known to me
to be the person whose name is subscribed to the
within instrument and acknowledged that he
executed the same.

GENE E. PENDERGAST, JR.

Yasuji Matsui
YASUJI MATSUI



89 04 -4 2137

RECORDING REQUESTED BY
CHICAGO TITLE COMPANY
AND WHEN RECORDED MAIL THIS DEED AND, UNLESS
OTHERWISE INSTRUCTED, MAIL TAX STATEMENT TO:

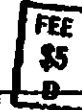
NAME Robert T. Matsui
ADDRESS c/o U. S. Federal Building
650 Capitol Mall, 8th Floor
Sacramento, CA 95814

OFFICIAL RECORDS
SACRAMENTO COUNTY, CALIF.

89 APR -4 PH 3:50

Jose R. Smith
COUNTY CLERK-RECORDER

69661



Title Order No. 260930K -RS Escrow No. 260930K -DML

SPACE ABOVE THIS LINE FOR RECORDERS USE

MATSUI

QUITCLAIM DEED

FINANCIAL PURPOSES

The undersigned declares that the documentary transfer tax is **

and is **consideration less than \$100.00

☒ computed on the full value of the interest or property conveyed, or is☐ computed on the full value less the value liens or encumbrances remaining thereon at the time of sale.

The undersigned declares that the city/county transfer tax is EXEMPT/11911.

The land, tenements or realty is located in ☒ unincorporated area ☐ city of

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
YASUJI MATSUI, an unmarried man

do(es), hereby remise, release, and forever quitclaim to
ROBERT T. MATSUI AND DORIS MATSUI, HUSBAND AND WIFE, AS JOINT TENANTS

the following described real property in the
County of Sacramento, State of California:
CITY OF SACRAMENTO

LOT 27, AS SHOWN ON THE "FLAT OF SOUTH LAND PARK TERRACE UNIT NO. 5", RECORDED IN BOOK
32 OF MAPS, MAP NO. 33, RECORDS OF SAID COUNTY.

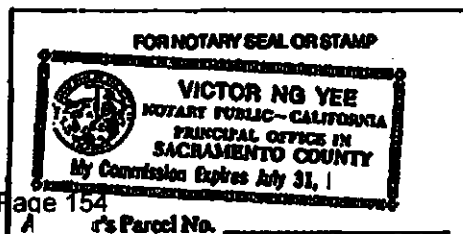
Dated March 29, 1989

Yasuji Matsui
YASUJI MATSUI

STATE OF CALIFORNIA
COUNTY OF Sacramento) ss.
On this the 3rd day of April, 1989, before me the undersigned a Notary
Public in and for said county and State, personally appeared Yasuji Matsui

_____, personally known
to me (OFFER) to me on the basis of satisfactory evidence to be the
person whose name is subscribed to the within instrument
and acknowledged that he executed the same.

Signature of Notary



Page 154

A's Parcel No.

Loan No. 07-025852-0
Escrow No. 260930 K
RECORDING REQUESTED BY
When Recorded Mail to:
SACRAMENTO SAVINGS & LOAN
ASSOCIATION
424 L Street - P.O. Box 872
Sacramento, California 95804

OFFICIAL RECORDS
SACRAMENTO COUNTY, CALIF.

89 APR -4 PH 3:50

Joyce Russell Smith
COUNTY CLERK-RECORDER

(69662

(Space Above This Line For Recording Data)

FEE
\$17
D

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on March 26
1989. The trustor is ROBERT T. MATSUI AND DORIS MATSUI
("Borrower"). The trustee is Central Valley Security Company
a California Corporation ("Trustee"). The beneficiary is
Sacramento Savings & Loan Association, a California Corporation
under the laws of California, which is organized and existing
and whose address is 424 L Street, Sacramento, California 95814
("Lender").
Borrower owes Lender the principal sum of SEVENTY FIVE THOUSAND AND NO/100
Dollars (U.S. \$75,000.00). This debt is evidenced by Borrower's note
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
paid earlier, due and payable on MAY 1 2019. This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and
the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following
described property located in SACRAMENTO County, California:

LOT 27, AS SHOWN ON THE "FLAT OF SOUTH LAND PARK
TERRACE UNIT NO. 5", RECORDED IN BOOK 32 OF MAPS,
MAP NO. 33, RECORDS OF SAID COUNTY.

A.P.N. 016-0064-016-0000

which has the address of 4230 WARREN AVENUE SACRAMENTO, CALIFORNIA
(Street) (City)
California 95822 ("Property Address")
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant
and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants
and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard 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 for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this 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.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or 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 proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. **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 any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver or preclude the exercise of any right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. **Loan Charges.** If the loan secured by this Security Instrument 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 under the Note.

13. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstatement.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) 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 had no acceleration 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; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall remain unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraphs 11 or 17.

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

19. **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 paragraphs 13 and 17 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 paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

20. **Lender in Possession.** Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

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


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

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

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 2-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | |
| <input type="checkbox"/> Other(s) [specify] | | |

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


ROBERT T. MATSUI (Seal)
Borrower


DORIS MATSUI (Seal)
Borrower

(Space Below This Line For Acknowledgment)

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BOOK

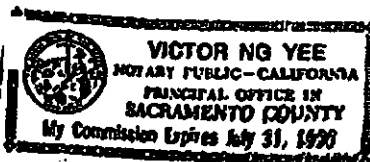
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89 04-4 2142

State of California)
County of Sacramento) ss.

On this 30th day of March in the year 1989
before me, Victor Ng Yee
the undersigned Notary Public, State of California, duly commissioned
and sworn, personally appeared Robert T. Matsui and Doris
Matsui ***

(04) personally known to me, () proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) are _____ subscribed to
this instrument and acknowledged that _____ executed it.



Notary Public, State of California

ADJUSTABLE RATE LOAN RIDER

(CHANGE DATE LIMIT)

07-025852-0

NOTICE: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this 24th day of MAY, 1989, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to SACRAMENTO SAVINGS & LOAN ASSOCIATION (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 4230 WARREN AVENUE, SACRAMENTO, CALIFORNIA 95822.

Modifications. 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 has an "Initial Interest Rate" of 8.500%. The Note interest rate may be increased or decreased on the 1ST day of the month beginning on NOVEMBER, 1989, and on that day of the month every 6 months thereafter. Each date on which the rate of interest may change is called a "Change Date".

Changes in the interest rate are governed by changes in an interest rate index called the "Index".

(A) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. The "Index" is the "Monthly Weighted Average Cost of Funds Index for Eleventh District Savings Institutions" which is published monthly by the Federal Home Loan Bank of San Francisco. The most recent index figure available as of the date 45 days before each Change Date is called the "Current Index".

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

(B) Calculation of Changes

Before each Change Date, the Lender will calculate the new interest rate by adding .245 percentage points (.245%) (this amount is called "Margin") to the Current Index. The Lender will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be the new interest rate until the next Change Date, subject to the limitations set forth in Section (C) below.

Based on the new interest rate, the Lender will determine the amount of the monthly payment that would be sufficient to amortize the loan based on the unpaid principal balance of the loan expected to be owed on the Change Date plus interest at the new rate which will result in substantially equal payments over the remaining term of the loan.

(C) Limit on Interest Rate Changes

If the calculations set forth in Section (B) above result in a new interest rate of which is more than 1.0 higher or lower than the interest rate in effect immediately prior to the Change Date, the interest rate change will be limited to 1.0. For the purpose of the first adjustment, the new interest will not be more than 1.0 higher or lower than 8.500%. Also, during the term of the loan the interest rate may never be higher than 13.850%, and may never be lower than 2.65%.

(D) Effective Date of Changes

Each new interest rate will become effective on the next Change Date. If Borrower's monthly payment changes as a result of a change in the interest rate, Borrower's monthly payment will change as of the first monthly payment date after the Change Date as provided in the Note.

(E) Notice to Borrower

The Lender will mail Borrower a notice by first class mail at least thirty and no more than forty-five days before each Change Date if the interest rate is to change. The notice will advise Borrower of:

- (i) the new interest rate on Borrower's loan;
- (ii) the amount of Borrower's new monthly payment; and
- (iii) any additional matters which the Lender is required to disclose.

B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, 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.

C. PRIOR LIENS

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

 (Seal)
ROBERT T. MATSUI —Borrower

 (Seal)
DORIS MATSUI —Borrower

STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

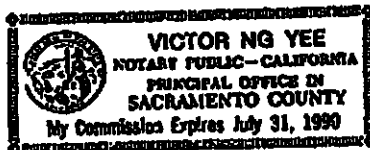
ss.

On March 30, 19 89, before me, the undersigned, a Notary Public in and for said State, personally appeared ****Robert T. Matsui and Doris Matsui****

personally known to me (or upon whom I rely in good faith) to be the person(s) whose name(s) are subscribed to the foregoing instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

(Reserved for official seal)




Notary Public in and for Said State

Exhibit “G”



MARYLAND MOTOR VEHICLE ADMINISTRATION

Driving Record Information - Past 36 Months

Search Summary

Transaction Id: 00000JIZPR

Report Time: 8/21/2020 12:39:36 PM EDT

Control Id:

First Name: doris

Last Name: matsui

Birth Year: 1944

Birth Month: 09

Birth Day: 25

Customer Information

Driver's License Number:
M 320-149-461-741

Name: DORIS KAZUE MATSUI Privacy: YES

Address:
5800 KENNEDY DR
CHEVY CHASE, M, MD
20815

Height: 0-00 Weight: 000 Race: Sex: Date of Birth: 08-25-44

Driving Privilege Status: ELIGIBLE

Current CDL Status:

Driver's License Information

License Class Code	Graduated Lic. Type	License Type	License Duplicate	Document
--------------------	---------------------	--------------	-------------------	----------

NO MD LIC

Issue Date	Original Issue Date	Expiration Date	CDL Endorsement	Restrictions	Special Restrictions
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Total Points: 00

- End of Record -



MARYLAND MOTOR VEHICLE ADMINISTRATION

Maryland Motor Vehicle Record Information

MOTOR VEHICLE ADMINISTRATION

Search Summary

Transaction Id: 00000JLZPC
Report Time: 8/21/2020 12:38:37 PM EDT
Control Id:
VIN: WDDGF81X48F112855

Vehicle Information

NO VEHICLE RECORDS FOUND - INVALID VIN

- End of Record -



MARYLAND MOTOR VEHICLE ADMINISTRATION
Driving Record Information - Past 36 Months

Search Summary

Transaction Id: 00000JIZOG
Report Time: 8/21/2020 12:37:01 PM EDT
Control Id:
First Name: doris
Middle Name / Initial: o
Last Name: matsui
Birth Year: 1944
Birth Month: 09
Birth Day: 25
Zip Code: 20815

NO DRIVER RECORDS FOUND

-- End of Record --

Exhibit “H”

Agent Full Report - Residential

Listings as of 08/31/2020 at 10:41AM

Page: 1 of 3

MLS#: 20004563

1901 13th Ave, Sacramento, CA 95818-4222

LP: \$1,785,000	Beds: 3	Baths: 3 (2 1)	Status: Closed 08/17/20 (\$1,785,000)	DOM/CDOM: 103/103
Price/SqFt: 611.38	Area: 10818	Year Built: 1928	SqFt: 2938 Assessor/Auto-Fill	Lot Size (Ac): 0.3700



Additional Pictures (78)



Map

Occupant Name:
Occupant Phone:
Pri Show Cntct: Glenn Fantazia
Pri Show Phone: (916) 402-3900 **Agent**
Sec Show Cntct:
Sec Show Phone:
Show: Appointment Only, Call Showing Contact, Restricted Hours,
 Text Showing Contact
Gate Code:
Lock Bx Loc:
Tenant: No **Current Rent:** 0
Spc Lst Cond: None
Service Level: E

Listing Agent/Co Agent

Listing Office/Agent

Office: Better Homes and Gardens RE (ID:01BHGRE04) Phone: 916-491-1516, FAX: 916-491-1525 Lic:01902981
Agent: Glenn R Fantazia (ID:SFANTAZI) Primary:916-402-3900
Secondary:916-402-3900 Lic:01323208
Agent Email: glenn.fantazia@gmail.com

Listing Co-Office/Co-Agent

Office:

Agent:

Agent Email:

Remarks

Confidential Agent Remarks: Call or text LA for showing appointment. Restricted showing hours. According to the Seller, the sq footage of the pavilion (which has a full bath) and mud room are not included in the Assessor's sq footage #. This could add approx 400 additional sq feet. These measurements have not and will not be verified by the Seller or listing agent. Seller requests that no photos be taken of the property. Please email required PEAD forms prior to entry. Masks, gloves and removal of shoes are required and CDC guidelines must be followed upon entry.

Property Description: This classic Tudor style brick home is set on one of the prime parcels in the exclusive Land Park neighborhood. The large corner lot located at 13th Ave and 19th St provides a view of the iconic Land Park. The lot is screened by a matching brick wall for ultimate privacy and quiet enjoyment of the lush landscaped yard with its stone-paved patio/pool areas, colonnades, covered gas barbecue area, and unique enclosed pavilion with a high-pitched ceiling, skylight, 8' window-walls and bathroom with shower. This elegant home, which has been meticulously maintained, has a multitude of outstanding characteristics that can't all be mentioned in this limited narrative but a few of the special interior features include, a gourmet kitchen, art lighting and crown molding throughout, hardwood floors, custom wood shutters, finished 1/4 basement with wine cellar, whole house fan ... A comprehensive list is available on MLS. This is truly a beautiful and unique property.

Directions

Directions to Property: From Land Park Dr east on 13th Ave to property. From Freepoint Blvd west on 13th Ave to property.

Cross Street: 19th

Open House/Caravan

Open House:
Open House:

Caravan:
Caravan:

MLS#: 20004563**1901 13th Ave, Sacramento, CA 95818-4222****General Information**

Year Built Src: Owner
Zoning: R - 1
Census Tract: 24.00
Price/SqFt: 611.38
Second Res SqFt:
Lot SqFt (approx): 16117
Lot Dimensions:
Lot Size Source: Assessor Auto-Fill
School County: Sacramento
EL: Sacramento Unified
JR: Sacramento Unified
SR: Sacramento Unified
Subtype: 1 House on Lot
County: Sacramento
APN: 012-0404-014-0000
Appx Elevation:
Constct Start:

Constct End:

Subdivision:
Bullder:
Model Name:
Subtype Description: Detached, Custom

Style Description: Tudor
House Faces:
Construction: Brick,Stone,Wood
Foundation: Raised
Site Description: Level,Secluded,Shape Irregular,Trees Many,View
Garage: Special
 Detached,Facing Rear,Garage Door Opener,Paved Drive
of Garage Spaces: 2
Open Parking Spaces: 0.00
of Carport Spaces:
Recreational Parking:

Disclosures/Association

Disclosures: Pest Cert Available,Pest Ctrl Rpt Avail,Roof Inspection,Seller Prop Questnr,Sewer/Septic Report,TDS Available
Bonds/Asmts/Taxes: Unknown
Bonds/Asmts/Taxes Desc:
CC&Rs: Yes
Restrictions: Parking

HOA: No **HOA Dues:** \$0.00 **HOA Payment Sched:**
HOA Dues Include:
Priv Assn Amenities:

HOA Name:
HOA Phone: **# of Units:** 0

Property Information**Interior**

Stories: 2
Downstairs Bedroom: No **Downstairs Full Bath:** No
Master Bedroom: Closet Walk-In

Master Bath: Bidet,Double Sinks,Multiple Shwr Heads,Shower Stall(s),Tile

Baths Other: Stone,Tile,Tub Jetted,Tub w/Shower Over

Room Description: Basement Partial,Den/Study,Dining Room,Living Room,Wine Storage Area
Dining Description: Breakfast Nook,Formal Room

Kitchen Description: 220 Volts In Kitchen,Counter Granite,Island w/Sink

Kitchen Appliances: Dishwasher,Disposal,Hood Over Range,Ice Maker B/I,Microwave B/I,Oven Double,Oven Gas B/I,Range Gas B/I,Refrigerator B/I,Wine Refrigerator
Laundry Description: 220 Volt Hook-Up,Cabinets,in Basement,Sink,Washer/Dryer Includ
Floor Coverings: Carpet,Concrete,Tile,Wood

Air: Central,MultZone
Heat: Central,MultZone,Natural Gas

Energy Features: Attic Fan(s),Ceiling Fan(s),Dual Pane Full,Thermostat,Whole House Fan
No. of Fireplaces w/ Description: 1 - Gas Piped,Living Room,Wood Burning
Security Features: Carbon Mon Detector,Dbl Strpd Wtr Heater,Security Sys Owned,Smoke Detector
Equipment: Antenna Dish,Audio/Video Prewired,Cable TV Installed,Gas Water Heater,Window Furnishings
Remodeled/Updated Desc: Yes (Other-Rmks 11-15YR)

Exterior

Disability Features:

Exterior: Brick
Roof Desc: Tile
Features Miscellaneous: BBQ Built-In

Pool: Yes
Pool Location: On Lot
Pool Type: Built-In

Other Structures: Pergola,Pool House

Improvements: Sidewalk/Curb/Gutter,Street Lights
Landscape Desc: Back,Fenced Back,Front,Sprinkler Auto F&R

Site Location: Corner,Public Trans Nearby

Horse Property: No
Horse Amenities:

Road Description: Paved,Public Maintained
Utilities: 220 Volts,All Public,Natural Gas Avail
Domestic Water: Public District

Sewer: In & Connected,Public Sewer

Irrigation Water: None

MLS#: 20004563**1901 13th Ave, Sacramento, CA 95818-4222****Rooms****MBR:**
LVR:**BR2:**
FMY:**BR3:**
DIN:**BR4:**
KIT:**Listing Information**

Comm Type: Percentage of
Dual Var Compensation: No
Type Listing: Exclusive Right
Listing Date: 03/06/20
On Market Date: 03/06/20
DOM/CDOM: 103/103
Original Price: \$1,795,000

Comm to Buyers Office: 2.5

Entry Date: 03/06/20
Exp Date:

Last Price Change: 03/06/20

Special List Cond: None

Existing Financing: Conventional,Treat as Clear

Terms: Cash,Conventional

Possession: By Agreement

Closing Information**Buyer Office/Agent**

Office: RE/MAX Gold Sierra Oaks (ID:01RMXG08) Phone: 916-609-2800, FAX: 916-609-2830 Lic:01215831

Agent: Kim A Pacini-Hauch (ID:SPACINIK) Primary:916-973-9300
Secondary:916-204-8900 Other:916-848-3633 Lic:00997109

Agent Email: kimpacinihauch@gmail.com

Co-Office:

Co-Agent:

Co-Agent Email:

Pending Date: 06/17/20 Mult Offers: Yes (2) Days/Escrow: 61

Escrow Company: Fidelity National Title Company

Escrow Number: FSSE-9082000456

Closing Date: 08/17/20

Closing Price: \$1,795,000

CP % LP: 100.00

Closing Price/SQFT: \$611.38

Financing: Cash

Concessions: Yes

Concessions Comments: Seller credit to Buyer for sewer line bid
\$3280.00

Search Criteria:



First American

myFirstAm[®] Recorded Document

The Recorded Document images are displayed in the subsequent pages for the following request:

State: CA
County: Sacramento
Document Type: Document - Book.Page
Book: 20200817
Page: 0051

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RECORDING REQUESTED BY:
Fidelity National Title Company

Sacramento County
Donna Allred, Clerk/Recorder

Doc #	202008170051	Fees	\$20.00
8/17/2020	8:20:17 AM	Taxes	\$6,910.75
MCY	Electronic	PCOR	\$0.00
Titles	1	Paid	\$6,930.75
Pages	3		

**When Recorded Mail Document
and Tax Statement To:**
Doris O. Matsui
c/o Ashford Advisors, LLC
30B Grove Street
Pittsford, NY 14534

Escrow Order No.: FSSE-9062000456

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Property Address: 1901 13th Avenue,
Sacramento, CA 95818
APN/Parcel ID(s): 012-0404-014-0000

Exempt from fee under GC 27388:
Recorded concurrently in
connection with a transfer
subject to the imposition of
documentary transfer tax.

GRANT DEED

The undersigned grantor(s) declare(s)

- ☐ This transfer is exempt from the documentary transfer tax.
☒ The documentary transfer tax is \$1,974.50 and City Tax is \$4,936.25 and is computed on:
 ☒ the full value of the interest or property conveyed.
 ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☒ the City of Sacramento.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Donald C. Timmons and Denise M. Timmons, Trustees of the Timmons-Winning Revocable Trust est. April 27, 1993

hereby GRANT(S) to Doris O. Matsui, a married woman as her sole and separate property

the following described real property in the City of Sacramento, County of Sacramento, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

PROPERTY COMMONLY KNOWN AS: 1901 13th Avenue, Sacramento, CA 95818

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): 012-0404-014-0000

Dated: August 11, 2020

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

The Timmons-Winning Revocable Trust est. April 27, 1993

BY: Donald C. Timmons

Donald C. Timmons, Trustee

BY: Denise M. Timmons

Denise M. Timmons, Trustee

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

State of CA

County of SACRAMENTO

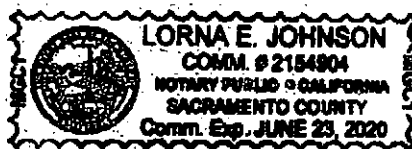
On AUGUST 13, 2020 before me, LORNA E. JOHNSON, Notary Public,
(here insert name and title of the officer)

personally appeared DONALD C. TIMMONS & DENISE M. TIMMONS
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 [Signature]



"The notary commission extended pursuant to Executive Order N-63-20."

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 012-0404-014-0000

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

LOT 311 OF WRIGHT & KIMBROUGH COLLEGE TRACT, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON MARCH 30, 1926, IN BOOK 18 OF MAPS, MAP NO. 67 AND 68.

Exhibit "I"

Md. Property Tax Trips Members

By Jennifer Yechnin
Posted April 4, 2009 at 7:41am

Despite representing California's 5th district since 2005, Rep. Doris Matsui (D) declared her permanent residence in Maryland in 2008 and was approved to receive tax benefits from the state.

The Maryland Department of Assessments and Taxation said Thursday that an individual representing Matsui contacted the state to request that the homestead designation be removed from her home in Chevy Chase— and for a bill to repay tax credits previously applied to the home.

Matsui's office acknowledged that the Californian had applied for and received a homestead exemption in Maryland as recently as March 2008 but could not confirm that the lawmaker had requested a status change after being contacted by Roll Call one day earlier.

"Staff called to verify that they had the [application] form when [the state] made the decision. I'm not aware of anything else,— Matsui spokeswoman Alexis Marks said.

Marks added that Matsui also maintains a California residence but does not receive a property tax benefit for that home, which Sacramento tax records confirm.

According to Montgomery County tax records, Matsui's home, listed as her "principal residence,— was valued at nearly \$1.2 million in 2008. The home received \$2,800 in tax breaks in its most recent bill, including a nearly \$2,000 discount from the county.

Matsui purchased the Maryland home in 1979 with her late husband, former Rep. Robert Matsui (D-Calif.). Doris Matsui, a former lobbyist, also served in President Bill Clinton's administration before being elected to fill her husband's House seat after his death in 2005.

Although the Maryland tax office is allowed to bill up to seven years of back taxes, it typically reserves the maximum for offenders who have intentionally violated homestead laws, such as individuals who rent out a property while still receiving

the tax break, explained Bob Young, ~~state~~ ^{as}te director of Maryland's tax office.

Instead, Matsui will be required to pay back taxes dating to 2005.

"Just because they're Congresspeople, I don't want to treat them favorably. I don't want to treat them unfairly either,— Young said. "The same rules that would apply to any other homeowner apply to them.—

Young noted that at the time the Matsuis purchased their home in 1979, state policies likely would have automatically granted the property a homestead deduction if they opted to receive their tax bill at the same address as the home.

Maryland state lawmakers implemented more stringent requirements for the homestead tax break in 2007, requiring all homeowners to submit a questionnaire to continue receiving the tax break, which is designed for permanent residents.

Among the qualifications, homeowners are asked whether the property is a principal residence, as well as whether the address is used to file state and federal income taxes, procure a driver's license and vehicle registration, and register to vote.

Matsui's office said the lawmaker is registered to vote in California and maintains a Golden State driver's license. She owns multiple vehicles, with at least one registered in each California and in Maryland, Marks said.

Asked how Matsui qualified for the tax break, Marks said, "She submitted the form [to Maryland] and they gave it to her.—

Publicly available Maryland property tax records also revealed at least three other House lawmakers with Maryland properties listed as a primary residence.

In two of those cases, Maryland tax officials acknowledged that state or county employees inaccurately entered the status in records, and not at the request of the lawmakers.

Both California Reps. Adam Schiff (D) and Dennis Cardoza (D) are listed in county tax records as primary residents for their homes in Montgomery and Anne Arundel counties, respectively.

According to Young, Cardoza's tax status was entered incorrectly into state property records based on another legal document required to finalize the home's purchase.

"We coded it ourselves as a principal residence based on that settlement document. Then we sent him an application [for the homestead tax break], he did not return it, which says ~~Page 176~~ he did not apply for it,— Young said.

Moreover, Young noted that Cardoza, who purchased his home in May 2008, did not receive any tax benefit based on his status, since Maryland homestead laws do not apply to properties during the first year of ownership.

"I specifically did not request it,— Cardoza said in a telephone interview last week.

"I specifically asked for it not to be done because I did not want to violate the law,— he added. Cardoza explained that he has sought to be adamant about his tax status, noting that multiple homestead-tax claims impaired the campaign of an opponent during his first campaign for the state legislature.

"I'm going to raise hell if they've done it incorrectly,— Cardoza said. In a subsequent interview, the House Member said his office contacted the Anne Arundel County tax assessor and was informed the office had used the longtime standard of using a mailing address to determine primary residence.

Montgomery County tax officials confirmed Schiff's tax status was also incorrectly entered into tax records when he purchased the property with his wife, Eve, in 2003.

According to copies of sales documents provided by Schiff's office, the lawmaker correctly marked a box stating the home would not be his principal residence.

"The above reference property was incorrectly listed as owner occupied by our office. The Intake Sheet filed with the deed (copy included) stated that property would not be the owners [sic] Principle [sic] Residence,— Roberta Ward, manager of the Montgomery County branch of the state's tax office, wrote in a copy of those documents sent to Schiff.

According to tax records, Schiff has received a total of \$168 in tax credits since purchasing the home, now valued at more than \$890,000.

Similarly, in the third case, a Prince George's County condominium owned by Rep. Edolphus Towns (D-N.Y.) is also listed as a primary residence, although he did not apply for the status through a three-year statewide audit that began under the stricter rules, Young said.

Because Towns and his wife, Gwendolyn, purchased the home in 1997 prior to the rule change, they likely received the status automatically based on their mailing address.

"Obviously since we now know this is a Member of Congress ... we're going to remove— the status, Young said.

According to county tax records, Towns has received less than \$250 in tax benefits to date on his 950-square-foot unit, recently reassessed at a value of \$112,000. "He has never applied for special treatment,— Towns aide Jesse McCollum said.

Although Matsui has requested to pay back taxes, Young said the state does not typically charge homeowners with back taxes if it determines a property inadvertently received the deductions and the owner did not actively seek to deceive the state.

"Our policy is that we will not take it away for back years. We'll do it for current years,— Young said.

One other House Member, Rep. James Oberstar (D-Minn.), also receives the Maryland tax benefit, albeit via his wife, Jean, who is the sole owner listed on tax documents.

Maryland tax officials noted that state law allows a property to receive the tax benefit if at least one individual listed on the deed qualifies for the homestead program.

According to the Montgomery County Board of Elections, Jean Oberstar is a registered voter at her Potomac, Md., address.

"It's his wife's house. She is a resident of Maryland,— Oberstar's spokesman John Schadl said. Schadl noted that Oberstar's primary residence is a home in Chisholm, Minn.

In March, Maryland tax officials revoked the property tax status of New York Democratic Rep. Eliot Engel's Potomac home and began a review of California Democratic Rep. Pete Stark's Anne Arundel County home.

About 1.4 million Maryland homes currently receive the homestead benefit, Young said.

In addition, a Roll Call review of D.C. property tax records in late March prompted city officials to amend the status of four House lawmakers.

District officials accepted blame for improperly bestowing the city's homestead tax break on those lawmakers — Reps. Steve King (R-Iowa), Mike Rogers (R-Ala.), Phil Gingrey (R-Ga.) and Tom Petri (R-Wis.) — but nonetheless issued bills for back taxes, penalties and interest.

District records show another House lawmaker, Rep. Betty McCollum (D-Minn.), also listed as currently receiving the homestead benefit, which can shave hundreds of dollars a year off tax bills and limits annual increases.

According to tax records, McCollum's Dupont Circle condominium, purchased in 2003, is valued at \$115,000 for tax purposes, below its full assessed value of \$253,000.

McCollum's office did not respond to multiple requests for comment.

Under the District's homestead program, a taxpayer who owns a home in the city and uses it as the principal residence receives a reduction of \$67,500 on its assessed value, or a savings of \$573.75 on the 2009 tax bill.

In addition, properties that qualify for the homestead deduction are also protected from considerable jumps in assessed value. The District caps those increases at 10 percent above the previous year's tax assessment.

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POLITICS & GOVERNMENT

California Rep. Matsui repays \$2,800 Maryland tax break

ROB HOTAKAINEN - MCCLATCHY NEWSPAPERS
DECEMBER 02, 2009 06:53 AM



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04:14 Powered by Trinity Audio

WASHINGTON — Sacramento Democratic Rep. Doris Matsui has repaid \$2,800 in back taxes on her \$1.5 million Maryland home after state officials said she received tax breaks for erroneously claiming it was her permanent residence.

Matsui, 65, indicated earlier this year that she wanted to withdraw her application for the tax breaks and that she would voluntarily repay the back taxes, said Robert Young, associate director of Maryland's tax office.

The tax credit she sought is a homestead tax benefit for residents of Maryland. Young said Matsui had to answer a questionnaire that asked whether her property in Montgomery County, Md., was her "principal residence" and whether she was registered to vote in the state, among other things.

Matsui's office produced a copy of the application when questioned by a reporter. It showed Matsui claiming the property as her principal residence but answering no to whether she was registered to vote in Maryland.

On that basis alone, officials said Matsui should have been disqualified for the tax break.

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The issue surfaced Monday, when Taxpayers for Common Sense posted on its Web site a copy of a leaked House Ethics Committee report summarizing its activities. The report said the committee had examined allegations that Matsui received a Maryland homestead tax credit after October 2007, in violation of Maryland state law.

Matsui's spokeswoman, Mara Lee, said the congresswoman has been notified that the case is closed. Blake Chisam, staff director and chief counsel for the committee, declined to comment, following the panel's standard procedure.

Matsui said she has paid in full; however, the state of Maryland disagrees.

Young said Tuesday that Matsui still owes thousands and that she will be assessed penalties and interest for not paying back taxes dating to 2005.

"What I can tell you is those monies have not been repaid," he said.

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Rob Hagedoorn, chief of Montgomery County's Division of Treasury, said Matsui and her husband, Robert, the former congressman who died on Jan. 1, 2005, in all likelihood had received the tax break even before 2005.

In 2007, a new state law required residents to fill out the questionnaire to qualify for the tax credit.

Hagedoorn said the county was notified on Tuesday by the state that Matsui no

ACCEPT COOKIES

As a result, he said, a tax bill will be prepared for Matsui by week's end and should be in the mail no later than next week.

Matsui and her aides said she will pay what she may owe, but needs to be notified appropriately. When she reimbursed the county \$2,800, she said in her statement, "they cashed my check without a word."

"I am surprised and disappointed that the state is not acknowledging the actions I took – they do not have their facts straight," she said.

Young declined to estimate how much Matsui owes, saying the exact amount will be determined by a computer program that will recalculate her bill with penalties and interest.

"I would imagine it would probably be in the thousands – it's not going to be in the hundreds," Young said.

Matsui, who is completing her second term as California's 5th District House member, lives in Kenwood, a tony neighborhood known for its spectacular springtime cherry blossoms, in suburban Chevy Chase, Md., just across the Washington, D.C., line. She and her late husband, who represented the district until his death four years ago, bought the house in 1979 for \$250,000.

Young said a handful of other members of Congress who live in Maryland have encountered similar situations by applying for the homestead credit.

He said it's clear that many people interpret the law differently, with some concluding that they should get the credit if they live in their home for more than six months a year.

"It's subject to that interpretation," he said. "The issue is that you get the benefit where it's your legal residence. And obviously if I'm an elected official from another state, then it's not my legal residence."

Lee said Matsui simply "filled out the form that was sent to her as a Maryland homeowner."

"She had no intention of receiving any benefit she should not have," she said.

[COMMENTS](#) ▼



December 28, 1996

ASIAN MONEY BOUGHT CLINTON FAVORS

By Howard Hobbs Daily Republican Newspaper Contributing Editor

WASHINGTON DESK - The Clinton White House devised a strategy to raise \$7 million from Asian-Americans through favors including VIP access to the White House. These facts are supported by the DNC committee's files & records.

The Clinton White House strategy was discovered in a 3,000 page documentation of the committee's records disclosed to the public in the past few days.

The files were obtained from DNC top fund raiser and close friend of president Clinton, John Huang. Those files reveal that the Democrat Party had a deliberate plan to raise the \$7 million from Asian groups. At least \$1.2 million in improper donations have been returned since the story broke last week.

The files & records, including notes on interviews with donors, reveal that Huang represented himself as a spokesman for president Clinton and solicited contributors on the grounds that the time was ripe for Asians to win the political clout in the White House. Asians were also told that they could obtain political power by making out big checks to finance president Clinton's re-election campaign.

Huang's collection of company logos and business cards, campaign memorandums, and canceled checks from contributors make it clear that there was definitely a *quid pro quo* promise made by Huang at the behest of president Clinton. Clinton would favor Asian donors with face-to-face photo-ops, trips on Air Force One, places at White House dinner, and other perks at the disposal of the president in exchange for large donations to president Clinton's re-election campaign through DNC channels.

Huang and politically connected Doris Matsui, deputy assistant to President Clinton and wife of California Congressman Robert Matsui(D) played a key role in setting-up president Clinton's fund-raising strategy, according to the facts contained in the files and records.

As part of that strategy, members of the Asian people who made contributions of at least \$10,000 (Asian owned companies, at least \$15,000) received a personal invitation to White House frolics with the president the records show. Responsibility for orchestrating that reward fell first to the White House, under the Clinton-Gore campaign, and then to the DNC that would provide the financial

participated in 'structured discussions' of Clinton's domestic and foreign policy toward Asian nations, especially China. The White House then, apparently reviewed previous decisions the president had already made and extended preferential trading rights and other benefits in exchange for the political contributions received.

The Clinton administration's Justice Department is examining the legality of the donations solicited by Huang. The funds are also being investigated by a congressional panel that asked the Democratic National Committee to make the documents available last week.

The economic pressure to obtain funds intensified in the Spring when the DNC had to pay for television commercials and other campaign expenses, Huang, who joined the Democratic committee in December 1995 after leaving the Commerce Department official. While there, Huang improperly sought and obtained huge political contributions from foreign corporations. Other contributions were also sought and obtained from individuals who were not U.S. citizens and not legally in the United States.

Checks were made-out on the same day that a meeting was set up with Clinton. In one case, \$250,000 bought a meeting with president Clinton at the *Sheraton Carlton Hotel* in Southern California between Clinton and a South Korean 'entrepreneur' who didn't even have a business in the U.S. or anywhere else. The 'entrepreneur' spoke no English.

In another case widely reported in the newspapers on Friday, Clinton met with three business executives from Thai interests in China. Following the meeting the Clinton campaign received \$185,000 in contributions from a representative of the Thai interests, Pauline Kanchanalak.

However, in that case, the DNC later returned those donations, saying the money 'might not have come directly from Ms. Kanchanalak' as required by campaign law.

In March, Huang was approached by the mayor of Carson, California, a consultant for Japanese, Korean and Chinese interests. The mayor, Michael I. Mitoma, had a client who wanted to meet the president.

Huang solicited a \$250,000 donation from the client, called *Cheong Am America, Inc.* the Los Angeles subsidiary of a little-known South Korean company. As such, the funds were illegal.

Cheong Am had no revenues in the United States, meaning that the funds in the April 8 check, a copy of which was in Huang's files, were funneled to the Democratic National Committee from abroad.

Handwritten notes in Huang's files strongly suggest that the Democrats could have known *Cheong Am* had no business activities in the United States. A flow chart of the *Cheong Am* business group, also in the files, shows no U.S. subsidiary.



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Fund-Raising Scandal Hits Matsuis on 2 Sides

By GLENN F. BUNTING AND K. CONNIE KANG

MAY 2, 1997 | 12 AM



TIMES STAFF WRITERS

WASHINGTON — Veteran California Rep. Robert Matsui and his wife, Doris, the top Asian American staffer in the White House, had every reason to believe that their labors on behalf of President Clinton's reelection provided a perfect match for their political interests as well as their heritage.

But now the Matsuis find themselves under public scrutiny for their possible roles in the Democratic fund-raising imbroglio and, at the same time, under fire from some leaders of the Asian American community for not aggressively denouncing a perception of widespread "Asian bashing" generated by the scandal.

Records and interviews indicate that Robert Matsui (D-Sacramento) helped arrange the Democratic Party's first Asian American fund-raising event for the 1996 campaign, an exclusive dinner that featured Vice President Al Gore and included three figures who are now the focus of a Justice Department investigation into illegal foreign donations.

Even though he served as a former treasurer and for the last two years as the deputy chairman of the Democratic National Committee--roles that had him appearing frequently alongside Gore and Clinton at major Asian American fund-raisers--Matsui insisted that he never solicited a dollar for the party.

"I will tell you I did not do any fund-raising," he said.

Meanwhile, sources close to the Justice Department probe of the campaign contributions said investigators are looking into whether Doris Matsui coordinated any fund-raising from the White House. They said she is not a target of the investigation.

White House officials declined to make Doris Matsui available for comment, but said she has done nothing improper. "Doris was aware and the White House was aware there should be no fund-raising . . . and she abided by that," White House spokesman Lanny J. Davis said.

Robert Matsui, in a series of lengthy interviews, acknowledged the pressures he and his wife have faced.

"There is no question that this has been a very difficult period for both of us," he said.

Indeed, some pressure has come from the Asian American community. A dozen leaders in California and Washington--many of them speaking only on condition of anonymity--criticized the Matsuis for not adequately defending the interests of Asian Americans.

Specifically, the Asian Pacific American community has complained about the congressman's silence in response to reports of "Asian-bashing," said Art Torres, a former state senator who heads the California Democratic Party.

Philip Tajitsu Nash, former executive director of the National Asian Pacific America Legal Consortium, said Rep. Matsui should have spoken up "during this difficult time for the Asian American community. I think there definitely was a lack of leadership, although he has provided many services to the community in the past."

Anger Over Treatment of All Asian Donors

Criticism over the treatment of Asian American donors is acute in California. Last month, Asian American political leaders pushed a resolution through the state Democratic convention condemning the DNC, the Republican Party and the media for making scapegoats of legal campaign contributors with Asian surnames.

part of Matsui's problem may stem from a cultural divide between American-born Asian Americans and immigrants, who are vastly more numerous and have given large political contributions. In the eyes of some first generation donors, initial credit for the growing clout of the community went to assimilated third generation leaders like Matsui, but now the blame for the donation scandal is falling on them.

The congressman said he needs to learn more about reports that the Chinese government illegally funneled money into the American political system before speaking out.

"I believe these allegations . . . are very serious, and I think we need to get to the bottom of them," he said. "There is a racial element in this, there's just no question. But, on the other hand, I'm not going to overreact."

Matsui is not without his defenders.

"As in any relationship we have our criticisms of Bob, but we should also recognize his achievements," said Dale Minami, a nationally recognized Japanese American lawyer who has known Matsui for two decades. "He has voted consistently for the disadvantaged, the poor and the people of color, and his impassioned leadership in the movement for redress may have been his greatest accomplishment."

Friends and colleagues said the Matsuis, who as Japanese American infants were interned in California camps during World War II, are deeply hurt that the motives of Asian Americans who participate in the political process are being questioned.

The Matsuis are especially angry, friends say, about the activities of John Huang, the Democratic fund-raiser from Glendale who is at the center of the campaign finance controversy. Huang, a former Commerce Department official and DNC fund-raiser now being investigated by the Justice Department and Congress for allegedly soliciting illegal funds from foreign sources, solicited \$3.4 million last year. The DNC has announced plans to return \$1.6 million of the Huang money after determining that it came from illegal or questionable sources.

Now, friends say, the Matsuis believe that Huang's actions have harmed Asian Americans and

As the anti-talking Democrat of the powerful ways and means committee, Matsui, 55, plays a major role in shaping tax legislation and trade policy, and he harbors ambitions of becoming chairman.



domestic issues. And as deputy director of the Office of Public Liaison, she helped coordinate political outreach within the Asian American community, a role that brought her into contact with Huang. Government records show that she requested White House security clearance for Huang at least 24 times in the past three years.

On Nov. 2, 1995, Huang attended the Democrats' first Asian American fund-raising event for the 1996 election. The \$10,000-a-person dinner, featuring Gore and two dozen guests at Washington's Mayflower Hotel, raised \$250,000 for the DNC, officials said.

Rep. Matsui is listed as the "solicitor" on DNC forms tracking contributions from two Californians associated with the event, one for \$50,000; the other for \$5,000. Also written on a DNC form next to a copy of the \$50,000 check is the note: "To: Mary Pat Bonner." Bonner is Rep. Matsui's political fund-raiser.

Democratic officials said Matsui's name was written on the form because a DNC staffer knew the fund-raising dinner became "a Matsui event" and assumed he had raised the money.

Matsui said he did not know the contributors and did not solicit money from them. "I swear I had nothing to do with those checks," he said.

Attempts by The Times to reach the two donors were unsuccessful.

Matsui acknowledged that Bonner and Tom Keaney, his congressional chief of staff, made telephone solicitations for the dinner at the request of DNC officials. Two of the donors who attended the event--and are not under investigation--had been contacted by Keaney.

"I was part of that event," said Matsui, who attended along with his wife. "That does not mean I

Matsui's participation in the dinner puts him at the event that was the starting point for the flow of millions of dollars in suspect--and potentially illegal--donations that triggered the fund-raising scandal.

Huang and two other dinner participants--Taiwanese immigrant Yah Lin "Charlie" Trie and Thai businesswoman Pauline Kanchanalak--are now central figures in the investigations into foreign donations.

Huang's DNC files also contain a document outlining how an administration working group--led by Doris Matsui--met last year "to draft a strategic plan" that would coordinate all DNC, White House and Clinton / Gore reelection activities "for the Asian Pacific American community." The document listed fund-raising among the activities, while noting that legal constraints prevented government officials from soliciting political funds.

The fund-raising section of the memo, written by Huang, a member of Matsui's group, set a goal of \$7 million, and said that large Asian American donors should be invited "to special White House or other events."

White House officials said Doris Matsui never engaged in any fund-raising and never saw the DNC document. "She never read it, she never had anything to do with it," Davis, the White House spokesman, said.

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However, Doris Matsui did provide Democratic Party strategists and Huang with an official government list from her department of several hundred Asian American leaders, Davis acknowledged.

"Strictly speaking, she probably shouldn't have allowed this list to be possibly used by members of the working group," Davis said. "Doris recognized the mistake but assured us that as far as she knew that list was not used by anyone for fund-raising purposes."

in addition, a memo sent to Doris Matsui by the DNC's director. Asian allies asked the White House to invite several major Asian American donors to events with Clinton at a 1994 trade summit in Indonesia.

But Davis said Doris Matsui "never remembers seeing" the memo.

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One White House official said Doris Matsui "was uncomfortable with some of the excesses she saw with fund-raising by some Asian Americans, but she was not in a position to do anything about it."

Defense, Criticism for Doris Matsui

White House Press Secretary Mike McCurry contacted The Times--at the Matsuis' request--to say that Doris Matsui "has worked very hard to make sure Asian Americans are fully involved in the work the administration is doing."

But several Asian American leaders expressed disappointment with what they see as Doris Matsui's lack of assertiveness in promoting Asian American interests. They also recalled a "very emotional" exchange between Rep. Matsui and Huang during a luncheon for about 40 influential Asian Americans at last summer's Democratic National Convention. Matsui, according to one participant, "said Asian Americans had come a long way and now that we have donated collectively so much money, we're going to make a mark in the Democratic Party. He said we couldn't have done it without the help of John Huang."

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Yet now that Huang is under investigation, some Asian American leaders complained, the Matsuis act as if they had never heard of him.

Said Rep. Matsui: "In the Asian American community, many people were riding on John Huang's coattails looking for jobs [in the administration]. Many were disappointed and are looking for scapegoats. I will not be their scapegoat."

burning reported from Wash. and Calif. and from Los Angeles. Times staff writers Ralph Frammolino, Alan C. Miller, Jack Nelson and researcher Janet Lunblad in Washington also contributed to this story.

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Exhibit “J”



County of Sacramento Voter Registration and Elections
Candidate's Receipt for Candidate Statement

**RUNOFF/TOP-TWO
CANDIDATES**

Election Date: 11-3-2020

Completed by: ☒ Candidate
☐ Representative (Authorization Letter attached)

Candidate Name: <u>Chris Bish</u>	Candidate #: <u>1212</u>	Contest #: <u>1</u>
Mailing Address: <u>8121 Golden Vista Way</u>	County of Domicile: <u>Sacramento</u>	
Email Address: <u>Bish4Congress@gmail.com</u>	Phone #1: <u>916 223 1765</u>	Phone #2: <u>916 772 0102</u>
Name of Office / District: <u>US Representative</u>	District #: (if applicable) <u>56</u>	

Date Issued: <u>8.7.20</u>	Date Filed: <u>8.7.20</u>	<input checked="" type="checkbox"/> All Candidates
Candidate Statement Form		Amount paid: \$ <u>4400.00</u>
		Receipt #: <u>49088</u> Check #: <u>1025</u>

Candidate:

I hereby certify that I have FILED the above-noted items with Voter Registration and Elections

Signed: [Signature]

Elections Official:

I, a deputy registrar, hereby certify that I have RECEIVED the above-noted items from the candidate or agent

Signed: [Signature]

COUNTY OF SACRAMENTO
VOTER REG. & ELECTIONS

2020 AUG -7 PM 12:39

BY [Signature]



COPY YOLO COUNTY ELECTIONS

CANDIDATE STATEMENT FORM

(Elections Code Sections 13307-13309, 13311-13314)



OFFICE: US Rep
DISTRICT: _____
ELECTION: General Election
DATE OF ELECTION: November 3rd, 2020

I wish to have my statement in:

☒ English ☐ Spanish ☐ Russian ☐ Chinese
☐ Korean ☐ Punjabi ☐ Other _____

\$ 765 Total

NOTICE TO CANDIDATE:

The statement shall consist of a brief description of not more than 250 words of your education and qualifications.

The governing body conducting this election has determined that the cost of the statement is the responsibility of the Candidate.

The cost of printing and mailing the following statement is \$ 765.

You may include the optional age and occupation. All statements will be printed in a style determined by the Office of the Yolo County Elections. Your statement will be printed exactly as submitted.

☐ I do not wish to file a candidate statement of qualifications.

☒ I state that I have prepared the candidate statement which is to be printed in the county voter information guide and mailed to each registered voter within my district. I understand that I will pay the actual cost incurred for the candidate statement.

☐ I am indigent and unable to pay the advance costs for a candidate statement. Attached is a financial statement pursuant to Elections Code Section 13309 and a release authorizing you to obtain a copy of my most recent federal income tax form. I certify under penalty of perjury under the laws of the State of California that the financial statement is true and correct.

☐ If unopposed, I wish to withdraw my candidate statement.

Signature of Candidate: _____

Print Name as Signed: CHRIS BISH

*** The information submitted below will appear in the County Voter Information Guide ***

AGE: Optional

OCCUPATION: Optional - May be more descriptive than what will appear on ballot

EDUCATION AND QUALIFICATIONS:

Word count of statement starts here



Candidate Filing Receipt

Name:	Chris Bish
Office Title:	U.S. Representative in Congress

Notice: This form is used to track the candidate filing process. By itself, this does not guarantee that the candidate has met all the requirements to be on the ballot.

By my initials and signature below, I acknowledge that I received the following documents and information:

Candidate / Agent Initial	Item #	Nomination Documents	City Clerk Office Date Issued	USE Date Filled If Applicable
	1	Candidate Requirements provided	Date Provided:	
	2	Declaration of Candidacy / Oath of Office	Date Issued:	Date Filled:
	3	Ballot Designation Worksheet signed & submitted	Date Issued:	Date Filled:
CB	4	Candidate Statement Form & Guidelines <input checked="" type="checkbox"/> Issued <input type="checkbox"/> Declined	Date Issued / Declined: 8/7/2020	
CB	5	Candidate Statement Form & Fee Filed (Receipt # <u>9751</u>) <input checked="" type="checkbox"/> English <input type="checkbox"/> Spanish <input type="checkbox"/> Chinese <input type="checkbox"/> Korean <input type="checkbox"/> Punjabi <input type="checkbox"/> Russian <input type="checkbox"/> Other(s) _____ Via <input checked="" type="checkbox"/> USB/flash drive <input type="checkbox"/> email <input type="checkbox"/> Other _____	Date Filled 8/7/20 Paid By: <input type="checkbox"/> Check # <u>5731</u> <input type="checkbox"/> Credit Card <input type="checkbox"/> Cash	
	6	Campaign Finance Forms/Instructions issued: <input type="checkbox"/> Declined Form #: <input type="checkbox"/> Form 700 <input type="checkbox"/> Form 501 <input type="checkbox"/> 410 <input type="checkbox"/> 460 <input type="checkbox"/> 470 <input type="checkbox"/> 496 <input type="checkbox"/> 497	Date Issued / Declined:	700 / 501 Date Filled
	7	Code of Fair Campaign Practices <input type="checkbox"/> Accepted <input type="checkbox"/> Declined	Date Filled / Declined:	

I have been advised that my candidacy papers *must be filed* with the City Clerk no later than 5:00 p.m. on the Last Day of the Nomination Period (E-88).

8/7/2020
DATE

[Signature]
SIGNATURE OF CANDIDATE OR AGENT

FOR OFFICIAL USE ONLY			
Date of Registration:		District / Trustee Area: 6th District	
Date & Initial when Completed:	Entered Into DFM Candidate Module / VoteCal:	Sent Formatted Candidate Statement to Printer	Entered Into CampaignDocs

IF YOU HAVE ELECTED TO FILE A CANDIDATE STATEMENT, USE THIS TEMPLATE TO COMPLETE YOUR STATEMENT.

NOTE: A COMPLETE LIST OF RESTRICTIONS AND REQUIREMENTS ARE DESCRIBED IN THE CANDIDATE GUIDE. REFER TO THE GUIDE WHEN COMPLETING YOUR STATEMENT.

Instructions to Candidates: Use the template below to prepare your candidate statement. When finished, print both pages to file your statement.

- The information in the "TYPE NAME" and "OCCUPATION" fields below will be printed in the candidate statement area of the County Voter Information Guide exactly as it appears below.
- The "OCCUPATION" field in the candidate statement is not restricted in the same manner as the ballot designation that appears underneath the candidate's name on the Official Ballot. Therefore, it may be different than the candidate's ballot designation.
- The "AGE" and "OCCUPATION" fields in the candidate statement are optional. If a candidate does not place an age and/or occupation on the candidate statement document, those fields will appear blank in the guide.

TYPE NAME: Doris Matsui

AGE: _____
(optional)

OCCUPATION: Incumbent U.S. Representative
(optional)

QUALIFICATIONS:

As your neighbor, I stand up for Sacramento's working families in Congress.

As your representative, I have fought for the Sacramento region's priorities that affect us all, from successfully securing higher levels of flood protection and reasonable flood insurance rates, to ensuring that health care and mental health services are affordable and accessible so that everyone can rely upon them.

I am always looking for new ways to create jobs and improve the economy. Since being elected, I have brought high-tech, clean-tech, and health care jobs to our region. I have worked hard to improve public transportation and expand the light rail. As a member of the Energy and Commerce Committee I will continue my work to ensure that the internet can remain free and open.

I've stood up to attacks on our democratic institutions and fought to protect against White House rollbacks of women's rights, access to education and healthcare, and protection for the environment. I recognize that the values coming out of the White House don't reflect who we are as a country.

As a mother and a grandmother, I want to ensure we leave our community better for our children and for generations to come. We need leadership that brings people together to get things done that improve our community. I am committed to providing this kind of leadership on your behalf.

I love Sacramento and I want to continue representing your values in Congress. I would appreciate your vote on November 3rd.

I have prepared the above candidate statement for the County Voter Information Guide and mail. I understand that the amount written here will be printed in the County Voter Information Guide and mail. I agree to pay any difference between the amount written here and the amount printed in the County Voter Information Guide and mail.

Contest: 138th U.S. Representative District 6

Candidate ID: 1

Ballot Name: DORIS MATSUI

I understand that Sacramento County is mandated under the Voting Rights Act to print the County Voter Information Guide and mail in English, Spanish and Chinese. I agree to pay any difference between the amount written here and the amount printed in the County Voter Information Guide and mail.

Date: Aug 4, 2020 **Signature of Candidate:** _____

**OFFICIAL
USE
ONLY**

Amount Paid: _____

Check No.: _____

☐ Copy of Check in File

Number of Paragraphs: _____ / _____

Endorsements needed?

☐ Yes ☐ No

Receipt No.: _____

☐ Copy of /

in File

Page 10 **Number of Words:** _____ / _____

If yes, are endorsements attached? ☐ Yes



This document is a correct copy of
the original on file in my office

Initialed By: [Signature]

Date: 8/27/20

If your proposed ballot designation contains one or more slashes ("/) separating multiple principal profession(s), vocation(s), or occupation(s) (collectively known as "PVOs"), complete a justification section for each separate PVO.

Justification
for use of
Proposed
Ballot
Designation(s)
If you are
proposing
alternate ballot
designations,
please provide
justification for
use of those on
Page 3.

Justification for use of 1st PVO: Doris Matsui is a current member of Congress.

Current or most recent job title: Member of Congress Start/End Dates: 2005-present

Employer Name or Business: United States Government

Person who can verify this information:

Name: [Signature] Phone Number(s): [Blank] Email: [Blank]

Justification for use of 2nd PVO: N/A

Current or most recent job title: Start/End Dates:

Employer Name or Business:

Person who can verify this information:

Name: Phone Number(s): Email:

Justification for use of 3rd PVO: N/A

Current or most recent job title: Start/End Dates:

Employer Name or Business:

Person who can verify this information:

Name: Phone Number(s): Email:

Before signing below, answer/initial the following questions. Does your proposed ballot designation:

- 1) Use only a portion of the title of your current elected office? ☐ Yes ☒ No Initial: [Initials]
- 2) Non-judicial candidates: Use only the word "incumbent" for an elective office to which you were appointed? ☐ Yes ☒ No Initial: [Initials]
- 3) Use more than three total words for your principal professions, vocations, or occupations? ☐ Yes ☒ No Initial: [Initials]
- 4) Suggest an evaluation of you, such as outstanding, leading, expert, virtuous, or eminent? ☐ Yes ☒ No Initial: [Initials]
- 5) Refer to a status (Veteran, Activist, Founder, Scholar), rather than a profession, vocation, or occupations? ☐ Yes ☒ No Initial: [Initials]
- 6) Abbreviate the word "retired"? ☐ Yes ☒ No Initial: [Initials]
- 7) Place the word "retired" after the words it modifies? Example: Accountant, retired ☐ Yes ☒ No Initial: [Initials]
- 8) Use an word or prefix (except "retired") such as "former" or "ex-" to refer to a former profession, vocation, or occupation? ☐ Yes ☒ No Initial: [Initials]
- 9) Use the word "retired" along with a current profession, vocation, or occupation? Example: Retired Firefighter/Teacher ☐ Yes ☒ No Initial: [Initials]
- 10) Use the name of a political party or political body? ☐ Yes ☒ No Initial: [Initials]
- 11) Refer to a racial, religious, or ethnic group? ☐ Yes ☒ No Initial: [Initials]
- 12) Refer to any activity prohibited by law? ☐ Yes ☒ No Initial: [Initials]

If the answer to any of these questions is "yes," your proposed ballot designation is likely to be rejected.

X

Candidate's Signature

Page 199

Date Signed:

Month

Day

Year



**California Secretary of State
BALLOT DESIGNATION WORKSHEET**

(Elections Code §§ 13107, 13107.3, 13107.5; California Code of Regulations § 20711)

This entire form must be completed, or it will not be accepted and you will not be entitled to a ballot designation. DO NOT LEAVE ANY SPACES BLANK. If information requested is not applicable, please write "N/A" in the space provided, otherwise the information MUST be provided. FILING, THIS WORKSHEET WILL BE A PUBLIC RECORD.

Candidate Information	Candidate Name: <u>Doris Matsui</u>	Gender (optional, for translation use only): <u>Female</u>
	Office: <u>U.S. House of Representatives</u> Email: _____	
	Home Address: _____	
	Mailing Address: _____	
	Business Address: _____ Phone Number(s): _____ Business: _____ Home/Mobile: _____	

This document is a correct copy of the original on file in my office.

Initialed By: [Signature] Date: 8/6/12

Attorney Information	Attorney Name (or other person authorized to act on your behalf): _____
	Address: _____
	Phone Number(s): _____
	Business: _____ Mobile: _____

You may select as your ballot designation one of the following designations:

- Your current principal profession(s), vocation(s), or occupation(s) (maximum total of three words, separated by a slash ("/")):
- The full title of the public office you currently occupy and to which you were elected:
- "Appointed [full title of public office]" if you currently serve by appointment in an elective public office and are seeking election to the same office to some other office.
- "Incumbent" if you were elected (or, if you are a Superior Court Judge, you are a candidate for the same office that you hold) to your current public office and seek election to the same office.
- "Appointed Incumbent" if you were appointed to your current elective public office and seek election to the same office.

Proposed Ballot Designation(s)	Proposed Ballot Designation(s): <u>U.S. Representative OR United States Representative</u>
	Alternate Ballot Designation(s) 1: <u>U.S. Representative N/A</u>
	Alternate Ballot Designation(s) 2: <u>Member of Congress N/A</u>

In the spaces provided on the next page(s):

- Describe why you believe you are entitled to use the proposed ballot designation.
- If your proposed ballot designation contains one or more, separate, words in your ballot designation for each separate profession(s), vocation(s), or occupation(s) (collectively known as "PVOs"), complete a justification section for each separate PVO.
- Attach any documents or exhibits that you believe support your proposed ballot designation.
- If using the title of an elective office, attach a copy of your certificate of election or appointment.
- Any supporting documents will not be returned to you. Do not submit originals.

It is your responsibility to justify your proposed ballot designation and to provide all requested details.

If your proposed ballot designation includes the word "volunteer," indicate the title of your volunteer position and the name of the entity to which you volunteer along with a brief description of the type of volunteer work you do and the approximate amount of time involved. You may only use the ballot designation "community volunteer" if you volunteer for a 501(c)(3) charitable, educational, or religious organization, a governmental agency or an educational institution. You may not use "community volunteer" together with another designation.

BY: [Signature]
2012 NOV 22 AM 11:46
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