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

CHRISTINE BISH

Petitioner,

COURTNEY BAILEY-KANELOS, REGISTRAR OF VOTE LED/EN

Respondent,

DORIS O. MATSUI,

Real Party in Interest

. Sacramento County Superior

Court No. 34 - 2020 - 80003504

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.

OCT 1 4 2020

Deputy Clerk

By:

770 L Street, Suite 950

Telephone: 916-443-8115

Facsimile: 916-443-8115

Attorney for Petitioner

Page

Page 5

Christine Bish

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Page
CASES
Arntz v. Superior Court, (2010) 187 Cal. App. 4th 1082, 1089

Page 4

Flora Crane Service, Inc. v. Ross, (1964) 390 P. 2d 193, 203 - 204

Page 4

STATUTES

Code of Civil Procedure section 1086

Page 4

Elections Code section 8040

Page 5

Sacramento County Code Chapter 2.73, sections 2.73.010 - 2.73.030

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. ZINICO

MCHAÆL J. ZINICOLA, Þ

Petitioner -

VERIFICATION OF PETITIONER

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. ZINICOL

MICHAEL J. ZINICOLA, Attorney for

Petitioner

CERTIFICATE OF WORD COUNT (Rule8.204)

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.

Vichael J. Zinicola

Attorney for Petinoner

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 the 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), w	ith postage th	nereon fully	prepaid for
deposit in the United States	Postal Service	, addressed as	s indicated b	elow 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

in the ordinary course of business. deposited same for mailing with the United States Postal Service. By USPS Priority Mail <u>XX</u> 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 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.

Michael J.

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

Zinicola

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. Matsul 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.

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State of California

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County of Jacks mento	}
On Sophenher 2, 200 Before me,	Sayar 11 Mine, Wotary Public
personally appeared Christian B	(Here insert name and title of the officery)
who proved to me on the basis of satisfa	actory evidence to be the person(s) whose
	nstrument and acknowledged to me that
• •	er/their authorized capacity(ies), and that by
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which the person(s) acted, executed the	instrument.
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the foregoing paragraph is true and corr	ect.
WITHEOU and board of the latest	GAYNELL MUNOZ
WITNESS my hand and official seal.	Notary Public - California Sacramento County
Mysell Kanzy	Commission # 2184562 My Comm. Expires Feb 25, 2021
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ADDITIONAL OPTIONAL INFORMATION	INSTRUCTIONS FOR COMPLETING THIS FORM
DESCRIPTION OF THE ATTACHED DOCUMENT	if needed, should be completed and attached to the document. Acknowledgments
Sodarafia of Christine Bre 2	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
(Title or description of attached document) Google	 State and County information must be the State and County where the document
County	signer(s) personally appeared before the notary public for acknowledgment.
(Title or description of attached document continued)	 Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
Number of Pages Document Date	The actury public must print his or her name as it appears within his or her communication followed by a communication followed by a communication of the control of the co
	 Print the name(s) of document signer(s) who personally appear at the time of notarization.
CAPACITY CLAIMED BY THE SIGNER	 Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /ere) or circling the correct forms. Failure to correctly indicate this
Individual (s)	information may lead to rejection of document recording.
□ Comporate Onicer	 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
(Title)	sufficient area permits, otherwise complete a different acknowledgment form. • Signature of the notary public must match the rignature on file with the office of
☐ Partner(s) ☐ Attorney-in-Fact	the county clerk. Additional information is not required but could help to ensure this
☐ Trustee(s)	acknowledgment is not misused or attached to a different document.
Other	 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
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and the contraction of the section of the contraction of the contracti	

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 Matsul

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. Matsul 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

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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 Danner to	}_
On September 2, 200 Before me,	Gayrell Sturing, Notary Problem
personally appeared Christian	Breh
who proved to me on the basis of satisf	actory evidence to be the person(s) whose
• •	instrument and acknowledged to me that er/their authorized capacity(ies), and that by
_	ent the person(s), or the entity upon behalf of
I certify under PENALTY OF PERJURY the foregoing paragraph is true and cort	under the laws of the State of California that rect.
5 1 5	GAYNELL MUNOZ
WITNESS my hand and official seal.	Notery Public - California Sacramento County
Segnell Hunz?	Commission # 2184562 My Comm. Expires Feb 25, 2021
Notary Public Signature (No	tary Public Seal)
ADDITIONAL ORTIONAL INCORNATION	INSTRUCTIONS FOR COMPLETING THIS FORM
DESCRIPTION OF THE ATTACHED DOCUMENT Beolema for Christne Bicz	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.
(Title or description of attached document) Hole County	 State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
(Title or description of attached document continued)	 Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
Number of Pages Document Date	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
CAPACITY CLAIMED BY THE SIGNER	 outsrization. Indicate the correct singular or phral forms by crossing off incorrect forms (i.e.
Individual (s)	be/she/they, is /ere) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
☐ Corporate Officer	 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
(Title)	sufficient area permits, otherwise complete a different acknowledgment form. • Signature of the notary public must match the signature on file with the office of
☐ Partner(s) ☐ Attorney-in-Fact	the county clerk. Additional information is not required but could help to ensure this
☐ Trustee(s)	acknowledgment is not misused or attached to a different document.
Other	 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).
This happen will finding discount for length the text	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"



3/4 YEAR SUPPLEMENTAL BILL TAX PERIOD 10/01/2010-06/30/2011 **FULL LEVY YEAR LEVY YEAR 2010**

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

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

MATSUI, ROBERT T & D **5800 KENNEDY DR CHEVY CHASE, MD 20815-5528**

PRINCIPAL RESIDENCE

	•					
					BILL	PATE
					08/05/	2020
	,				PROPERTY D	ESCRIPTION
y•		•			SEC 2 KENWOOD	
LOT	BLOCK	DISTRICT	eus	TAX CLASS	BILLS	ACCOUNT S
11	8	07	034	R038	30331198	00516700
MORTGAGE INFORT	MATION	<u> </u>	PROPERTY ADDRESS	- 1. 1	REFUSE AREA	REFUSE UNITS
UNKNOWN SEE REVERSE	•	5	800 KENNEDY DR			
TAX DESCRIPTION STATE PROPERTY TAX COUNTY PROPERTY TAX TOTAL PRIOR PAYMENTS **** INTEREST		ASSESSMENT	RATE	TAX/CHARGE00000000	CONSTANT YIELD R COUNTY RATE OF 0.6 THE CONSTANT YIELD BY 0.0179	ULL CASH VALUE SSESSMENT 0 LATE INFORMATION 99 IS MORE THAN
		ual Amount Due :	-	0.00		
YOU CAN VIEW AND	PAY YOUR B	ILL ON THE INTEI	RNET AT www.m	ontaomervo	ountymd.gov/final	nce

PL	FASE	RETAIN	THE 1	TOP P	ORTION	FOR	YOUR	RECO	ROS
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RETURN THIS PORTION WITH PAYMENT

REAL PROPERTY CONSOLIDATED TAX BILL

TAX PERIOD 10/01/2010 - 06/30/2011 **FULL LEVY YEAR**

_	Birt a
,	30331198

Make Check Payable to: Montgomery County, MD

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

ACCOUNT # **LEVY YEAR** 2010 00516700

AMOUNT DUE	•
0.00	

AUG 31 2020 PLEASE INDICATE AMOUNT BEING PAID

AMOUNT PAID	



ANNUAL BILL
TAX PERIOD 07/01/2005-06/30/2006
FULL LEVY YEAR
LEVY YEAR 2005

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.

BILL DATE

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

PRINCIPAL RESIDENCE

			•	•	08/05/2	2020
					PROPERTY DI	SCRIPTION
					SEC 2 KENWOOD	
LOT	BLOCK	DISTRICT	. 86B ·	TAX CLASS	BILLE	ACCOUNT#
11	8	07	034	R038	25045256	00516700
MORTGAGE INFO	CRMATION		PROPERTY ADDRESS		REFUSE AREA	REFUSE UNITS
CORELOGIC BEE REVE	RSE		5800 KENNEDY DR		· R1L	1
TAX DESCRIPTION		ASSESSMENT	RATE	TAX/CHARGE	*PER \$100 OF A	8SE8SMENT
STATE PROPERTY TAX		996,342	.1320	1,315.17	CURRENT YEAR F	ULL CASH VALUE
COUNTY PROPERTY TA	X	996 ,342	.9670	9,634.63	TAXABLE AS	
SOLID WASTE CHARGE			335.8600	335,86		
WATER QUAL PROTECT	CHG (RSFD)			19.35	996	,342
TOTAL		ASSESSMENT	RATE	11,305.01 AMOUNT	<u> </u>	
CREDIT DESCRIPTION STATE HOMESTEAD CRI	ENIT	-108,215	.1320	-142,84	-	
COUNTY HOMESTEAD		-108,215	.9670	-1,046,44	CONSTANT YIELD R	ATE INFORMATION
COUNTY PROPERTY TAX	-		.;	-116.00	COUNTY RATE OF 0.6	70 IS MODE THAN
TOTAL CREDITS				-1,305.28	THE CONSTANT YIELD	
PRIOR PAYMENTS ****				9999.73	0.014	
INTEREST				0		
	,					
	Total Ana	nual Amount Due:		0.00		

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

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RETURN THIS PORTION WITH PAYMENT

REAL PROPERTY CONSOLIDATED TAX BILL

TAX PERIOD 07/01/2005 - 06/30/2006 FULL LEVY YEAR

BILL; #
25045256

Make Check Payable to: Montgomery County, MD

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

ACCOUNT# LEVY YEAR 00516700 2005

AMOUNT DUE
0.00

DUE AUG 31 2020
PLEASE INDICATE AMOUNT BEING PAID

AMO	JOIT PAI	D



ANNUAL BILL
TAX PERIOD 07/01/2005-06/30/2006
FULL LEVY YEAR
LEVY YEAR 2005

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

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

BILL DATE

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

PRINCIPAL RESIDENCE

					08/05/2	2020
					PROPERTY DESCRIPTION	
					SEC 2 KENWOOD	
LOT	BLOCK	DISTRICT	808	YAX CLASS	BUT #	ACCOUNT #
11	8	07	034	R038	25045256	00516700
MORTGAGE INFO	RMATTON		PROPERTY ADDRESS		REFUEL AREA	REPUSE UNITS
CORELOGIC SEE REVE	RAE	5	800 KENNEDY DR		R1L	1
TAX DESCRIPTION		ASSESSMENT	RATE	TAX/CHARGE	*PER \$100 OF A	68ESSMENT
STATE PROPERTY TAX		996,342	.1320	1,315.17	CURRENT YEAR F	ULL CASH VALUE
COUNTY PROPERTY TAX	K	996,342	.9670	9,634.63	TAXABLE AS	SEB8MENT
SOLID WASTE CHARGE	4144 (9455)		335.8600	335.86		
WATER QUAL PROTECT	CHG (RSFD)			19.35 11,305.01	996,342	
TOTAL CREDIT DESCRIPTION		ASSESSMENT.	RATE	AMOUNT		
STATE HOMESTEAD CRE	FDIT	-108,215	.1320	-142.84		
COUNTY HOMESTEAD		-108,215	.9670	-1,046.44	CONSTANT YIELD RATE INFORMATIO	
COUNTY PROPERTY TAX	(CREDIT			-116.00	COUNTY RATE OF 0.679 IS MORE THAN	
TOTAL CREDITS				-1,305.28	THE CONSTANT YIELD	
PRIOR PAYMENTS ****				9999.73	0.014	
INTEREST				0		_
,						
	Takel Am	much American Dura		0.00		
VO11 0 441 1 #F141 4 4		nual Amount Due:		0.00	_	

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

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REAL PROPERTY CONSOLIDATED TAX BILL

TAX PERIOD 07/01/2005 - 06/30/2006 FULL LEVY YEAR 88LL# 25045256

Make Check Payable to: Montgomery County, MD

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

ACCOUNT # LEVY YEAR 00516700 2005 1

AMOUNT DUE	
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DUE AUG 31 2020
PLEASE INDICATE AMOUNT BEING PAID

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ANNUAL BILL
TAX PERIOD 07/01/2003-06/30/2004
FULL LEVY YEAR
LEVY YEAR 2003

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

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

BILL DATE

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

PRINCIPAL RESIDENCE

					08/05/2020 PROPERTY DESCRIPTION	
		•				
				•	SEC 2 KENWOOD	
LOT	BLOCK	DISTRICT	SUB	- TAX CLASS -	BKL#	ACCOUNT #
11	8 .	07	034	R038	23045529	00516700
MORTGAGE INF	ORMATION	<u> </u>	PROPERTY ADDRESS		REFUSE AREA	REFUSE UNITS
ORELOGIC SEE REV	FRSF	5	BOO KENNEDY DR		R1L	1
TAX DESCRIPTION		ASSESSMENT	RATE	TAX/CHARGE	*PER \$100 OF A	SSESSMENT
STATE PROPERTY TAX	•	733,990	.1320	968.87	CURRENT YEAR F	
COUNTY PROPERTY TA SOLID WASTE CHARGE		733,990	1.0190 300.9300	7,479.36 300.93	TAXABLE ASSESSMENT	
WATER QUAL PROTECT			300.7300	12.75	722,000	
TOTAL				8,761.91	733,990	
PRIOR PAYMENTS **** INTEREST				. 8761.91 O	CONSTANT YIELD RATE INFORMAT	
					COUNTY RATE OF 0.7	510 IS MORE THAN
					THE CONSTANT YIELD	O RATE OF 0.7070
					BY 0.0440	
					<u> </u>	_
•				0.00		
	Total Ann					

PLEASE RETAIN THE TOP PORTION FOR YOUR RECORDS.



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REAL PROPERTY CONSOLIDATED TAX BILL

TAX PERIOD 07/01/2003 - 06/30/2004 FULL LEVY YEAR

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Make Check Payable to: Montgomery County, MD

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

00516700 2003

 AMÔUNT DUE	
0.00	

DUE AUG 31 2020
PLEASE INDICATE AMOUNT BEING PAID

AMOUNT PAID	



ANNUAL BILL
TAX PERIOD 07/01/2002-06/30/2003
FULL LEVY YEAR
LEVY YEAR 2002

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

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

O8/05/2020

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

PRINCIPAL RESIDENCE

					3-4-5	
					PROPERTY D	ESCRIPTION
					SEC 2 KENWOOD	
LOT	BLOCK	DISTRICT	SUB	TAX CLASS	BILL 8	ACCOUNT #
11	8	07	034	R038	22045665	00516700
MORTGAGE INF	ORMATION		PROPERTY ADDRESS		REFUSE AREA	REFUSE LIKITS
CORELOGIC SEE HEV	ER8E	5	BOO KENNEDY DR		R1L	1_
TAX DESCRIPTION		ASSESSMENT	RATE	TAX/CHARGE	*PER \$100 OF A	SSESSMENT
STATE PROPERTY TAX COUNTY PROPERTY TA	= :	674,982 674,982	.0840 1.0190	566.98 6,875.22	CURRENT YEAR FULL CASH VALU TAXABLE ASSESSMENT	
SOLID WASTE CHARGE WATER QUAL PROTECT CHG (RSFD) TOTAL			283.7000	283.70 12.75 7,738.65	674,982	
CREDIT DESCRIPTION STATE HOMESTEAD CREDIT COUNTY HOMESTEAD CREDIT TOTAL CREDITS		ASSESSMENT -1,073 -1,073	RATE .0840 .7540	AMOUNT 90 -8.09 -8.99	CONSTANT YIELD RATE INFORMATE COUNTY RATE OF 0.7540 IS MORE THA	
PRIOR PAYMENTS **** INTEREST				77 29.66 0	THE CONSTANT YIELI BY 0.0420	
	Total An	nual Amount Due:		0.00		

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REAL PROPERTY CONSOLIDATED TAX BILL

TAX PERIOD 07/01/2002 - 06/30/2003 FULL LEVY YEAR

BULL	
220456	55

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ACCOUNT® LEVY YEAR 00516700 2002

AMOUNT DUE
0.00

DUE AUG 31 2020
PLEASE INDICATE AMOUNT BEING PAID

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

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

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

08/05/2020

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

PRINCIPAL RESIDENCE

					PROPERTY D	ESCRIPTION
					SEC 2 KENWOOD	
LOT	BLOCK	DISTRICT	SUB	TAX CLASS	B0.1.6	ACCOUNTS
11	8	07	034	R038	21045797	00516700
MORTGAGE 6570	PRMATION		FROPERTY ADDRESS	_	REFUSE AREA	REFUSE UNITS
CORELOGIC SEE REVE	RSE	E	800 KENNEDY DR		R1L	1
TAX DESCRIPTION		ASSESSMENT	RATE	TAX/CHARGE	*PER \$100 OF /	SSESSMENT
STATE PROPERTY TAX		615,976	.0840	517.42	CURRENT YEAR F	ULL CASH VALUE
COUNTY PROPERTY TAX	(615,976	1.0210	6,279.78	TAXABLE A	BBESSMENT
SOLID WASTE CHARGE	_		277.6700	277.67		
TOTAL		ASSESSMENT	RATE	7,074.87 AMOUNT	615,976	
CREDIT DESCRIPTION STATE HOMESTEAD CRE	:NIT	-3,331	.0840	-2.80	[
COUNTY HOMESTEAD CR		-3,331 -3,331	.7410	-2.60 -24.68	[
TOTAL CREDITS	KEDN	•3,53 (.7410	-27.48	CONSTANT YIELD RATE INFORMAT	
PRIOR PAYMENTS **** INTEREST			•	7047.39 0	COUNTY RATE OF 0.7 THE CONSTANT YIEL BY .0223	
						.
	Total Ann	nual Amount Due;		0.00	-	

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REAL PROPERTY CONSOLIDATED TAX BILL

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

 BULLS
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ACCOUNT # LEVY YEAR 00516700 2001

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	0.00	

DUE AUG 31 2020
PLEASE INDICATE AMOUNT BEING PAID

AMOUNT PAID	



ANNUAL BILL
TAX PERIOD 07/01/2000-06/30/2001
FULL LEVY YEAR
LEVY YEAR 2000

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.

BILL DATE

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

PRINCIPAL RESIDENCE

	•				08/05/	2020
		,			PROPERTY D	ESCRIPTION
					SEC 2 KENWOOD	
LOT	BLOCK	DISTRICT	SUB	TAX CLASS	BILL#	ACCOUNT #
11	8	07	034	R038	20045931	00516700
MORTGAGE INFO	RMATION		PROPERTY ADDRESS		REFUSE AREA	REFUBE UNITS
ORELOGIC SEE REVE		!	5800 KENNEDY DR		R1L	1
AX DESCRIPTION		ASSESSMENT	RATE	TAX/CHARGE	*PER \$100 OF A	SSESSMENT
TATE PROPERTY TAX COUNTY PROPERTY TAX	(222,780 222,780	.2100 2.5520	467.84 5,685.35	CURRENT YEAR F TAXABLE AS	
OLID WASTE CHARGE OTAL	·		295.2400	295.24 6,448.43	222	2,780
PRIOR PAYMENTS **** NTEREST		•		6448.43 0	CONSTANT YIELD R	ATE INFORMATIO
					COUNTY RATE OF 1.8 THE CONSTANT YIELE 0.028	
	·					
	Total Ann	nual Amount Due :		0.00	,	

PLEASE RETAIN THE TOP PORTION FOR YOUR RECORDS.



RETURN THIS PORTION WITH PAYMENT

TAX PERIOD 07/01/2000 - 06/30/2001 FULL LEVY YEAR

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

Make Check Payable to: Montgomery County, MD

ACCOUNT #	LEVY YEAR	AMOUNT CUE
00516700	2000	0.00

DUE AUG 31 2020
PLEASE INDICATE AMOUNT BEING PAID

AMOUNT PAID



ANNUAL BILL TAX PERIOD 07/01/1999-06/30/2000 **FULL LEVY YEAR LEVY YEAR 1999**

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.

MATSUL ROBERT T & D **5800 KENNEDY DR**

CHEVY CHAS					PRINCIPAL RESIDENCE		
					Bill C	DATE	
					08/05/	2020	
				1	PROPERTY D	ESCRIPTION	
•					SEC 2 KENWOOD		
LOT	BLOCK	DISTRICT	SUB	TAX CLASS	BUT &	ACCOUNT #	
11	8	07	034	R038	99044091	00516700	
MORTGAGE INFOR	MATION		PROPERTY ADDRESS		REFUSE AREA	REFUSE UNITS	
ORELOGIC SEE REVERS	is.	51	800 KENNEDY DR		R1L	1	
TAX DESCRIPTION	· · · · · · · · · · · · · · · · · · ·	ASSESSMENT	RATE	TAX/CHARGE	*PER \$100 OF A	SSESSMENT	
STATE PROPERTY TAX COUNTY PROPERTY TAX		222,780 222,780	.2100 2.5510	467.84 5,683.11	CURRENT YEAR F		
SOLID WASTE CHARGE TOTAL			304.7000	304.70 6,455.65	222	2,780	
PRIOR PAYMENTS **** INTEREST				6455.65 0			
		•		_	CONSTANT YIELD R	ATE INFORMATION	
		·			COUNTY RATE OF 1.8		
		-			THE CONSTANT YIELD 0.037	D RATE OF 1.900 BY	
	Total An i	nual Amount Due :		0.00			
OU CAN VIEW AND			RNET AT www.m) ountvmd.gov/fina:	nce	
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			CONSOLIDATED		Ĺ	Billé	

REAL PROPERTY CONSOLIDATED TAX BILL TAX PERIOD 07/01/1999 - 06/30/2000 **FULL LEVY YEAR**

BILLO	
99044091	

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

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

ACCOUNT # LEVY YEAR 1999 00516700

•	AMOUNT DUE	
	0.00	

DUE AUG 31 2020 PLEASE INDICATE AMOUNT BEING PAID

AMOUNT PAID

Exhibit "B"



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** FORM KENNEDY DD

NOT A DOINGINAL DECIDENCE

5800 KENNE					NOT A PRINCIPAL RES	IDENCE
CHEVY CHAS	E, MD 20815-5528				BOLL (DATE
					C8/10/	2020
					PROPERTY D	E8CRIPTION
					SEC 2 KENWOOD	
ιστ	BLOCK	DISTRICT	(ALB)	TAX CLASS	BILL®	ACCOUNT #
11	8	07	034	R038	40044569	00516700
MORTGAGE INFOR	MATION		PROPERTY ADDRESS		REFUSE AREA	REFUSE UNITS
JNKNOWN BEEREVER	RIE.	50	300 KENNEDY DR		R1L	1
TAX DESCRIPTION	-	ASSESSMENT	RATE	TAX/CHARGE	*PER \$100 OF	ASSESSMENT
STATE PROPERTY TAX COUNTY PROPERTY TAX	•	1,578,400 1,578,400	.1120 . 99 12	1,767.81 15,645.09		ULL CASH VALUE SSESSMENT
SOLID WASTE CHARGE WATER QUALITY PROTEC TOTAL	CT CHG (SF		446.3200	446.32 107.60 17,966.82	1,57	8,400
PRIOR PAYMENTS **** INTEREST				0	CONSTANT YIELD	RATE INFORMATION
				,	COUNTY RATE OF 0.6 THE CONSTANT YIEL BY 0.0132	
	Total Ann	nual Amount Due :		17,966.82		

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REAL PROPERTY CONSOLIDATED TAX BILL TAX PERIOD 07/01/2020 - 06/30/2021 **FULL LEVY YEAR**

40044569

Make Check Payable to: Montgomery County, MD

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

ACCOUNT # LEVY YEAR 2020 00516700

AMOUNT DUE 8,983.43

DUE SEP 30 2020 PLEASE INDICATE AMOUNT BEING PAID **AMOUNT PAID**

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



ANNUAL BILL
TAX PERIOD 07/01/2009-06/30/2010
FULL LEVY YEAR
LEVY YEAR 2009

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.

BILL DATE

MATSUI, ROBERT T & D 5800 KENNEDY DR CHEVY CHASE, MD 20815-5528 NOT A PRINCIPAL RESIDENCE

					08/05/	2020
	•		•		PROPERTY D	ESCRIPTION
					SEC 2 KENWOOD	
LOT	BLOCK	DISTRICT	8ÚB	TAX CLASS	良祖上, ∉	ACCOUNT #
11	В	07	034	R038	29044964	00516700
MORT GAGE INF	ORMATION		PROPERTY ADDRESS		REFUSE AREA	REFUSE UNITS
UNKNOWN BEE BEY	ERSE		5800 KENNEDY DR		R1L	1
TAX DESCRIPTION		ASSESSMENT	RATE	TAX/CHARGE	*PER \$100 OF A	SSESSMENT
STATE PROPERTY TAX COUNTY PROPERTY TA		1,533,830 1,533,830	.1120 .9160 378.8100	1,717.89 14,049.89 378.81	CURRENT YEAR F	
SOLID WASTE CHARGE WATER QUAL PROTECT TOTAL			376.8100	45.50 16,192.09	1,533,830	
CREDIT DESCRIPTION TOTAL CREDITS		ASSESSMENT	RATE	TRUOMA 00.	CONSTANT YIELD R	ATE INFORMATION
PRIOR PAYMENTS **** INTEREST				16192.09 0	COUNTY RATE OF 0.6 THE CONSTANT YIELD 0.055	
VOLLOAN MEN A		ual Amount Due:		0.00		

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RETURN THIS PORTION WITH PAYMENT
REAL PROPERTY CONSOLIDATED TAX BILL
TAY DESIGN OF 102 (2010)

TAX PERIOD 07/01/2009 - 06/30/2010 FULL LEVY YEAR

BILL #	
29044964	

Make Check Payable to:

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

Montgomery County, MD

ACCOUNT #	LEVY YEAR	AMOUNT	C
00516700	2009	0.00	_

DUE AUG 31 2020
PLEASE INDICATE AMOUNT BEING PAID

AMOUNT PAID	
_	



ANNUAL BILL
TAX PERIOD 07/01/2008-06/30/2009
FULL LEVY YEAR
LEVY YEAR 2008

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 20815-5528 Manged _

NOT A PRINCIPAL RESIDENCE

· · · · · · · · · · · · · · · · · · ·	
BILL DATE	
08/05/2020	
PROPERTY DESCRIPTION	
SEC 2 KENWOOD	

	101	BUCK	DISTRUCT	6913	TAX CLARS	UGL 7	ALCOURT #
	11	8	07	034	R038	28045014	00516700
i	MORTGAGE INF	ORMATION		PROPERTY ADDRESS		REFUSE AREA	REPUSE UNITS
	UNKNOWN SEE REVE	BSE		5800 KENNEDY DR		R1L	1
	TAX DESCRIPTION		ASSESSMENT	RATE	TAX/CHARGE	*PER \$100 OF A	SSESSMENT
	STATE PROPERTY TAX		1,398,392	.1120	1,566.20	CURRENT YEAR F	ULL CASH VALUE
	COUNTY PROPERTY TA	X	1,398,392	.9150	12,795.28	TAXABLE AS	
1	COLID MINETE CHARCE			248 7400	240 74	l 	

SOLID WASTE CHARGE 368.7600 368.76
WATER QUAL PROTECT CHG (RSFD) 35.50
TOTAL 14,765.74
CREDIT DESCRIPTION ASSESSMENT RATE AMOUNT TOTAL CREDITS .00

TAXABLE ASSESSMENT

1,398,392

PRIOR PAYMENTS **** 14765.74 INTEREST 0

CONSTANT YIELD RATE INFORMATION

COUNTY RATE OF 0.661 IS MORE THAN THE CONSTANT YIELD RATE OF 0.570 BY 0.091

Total Annual Amount Due:

0.00

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

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REAL PROPERTY CONSOLIDATED TAX BILL

TAX PERIOD 07/01/2008 - 06/30/2009 FULL LEVY YEAR

	BILL
•	28045014

Make Check Payable to: Montgomery County, MD

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

ACCOUNTS LEVY YEAR
00516700 2008

AMOUNT DUE	
0.00	_

DUE AUG 31 2020 PLEASE INDICATE AMOUNT BEING PAID

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	_	



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.

ANNUAL BILL TAX PERIOD 07/01/2007-06/30/2008 **FULL LEVY YEAR LEVY YEAR 2007**

MATSUL ROBERT T & D **5800 KENNEDY DR** CHEVY CHASE, MD 20815-5528 NOT A PRINCIPAL RESIDENCE

08/05/2020

BILL DATE

PROPERTY DESCRIPTION

SEC 2 KENWOOD

changes, NOTA BLOCK ACCOUNT # ᅜ DISTRUCT 6UB 00516700 11 8 07 034 **R038** 27045065 REFUSE AREA MORTGAGE INFORMATION PROPERTY ADDRESS REFUSE UNITS UNKNOWN 5800 KENNEDY DR R1L BEEL REVERSE

TAX DESCRIPTION **ASSESSMENT** RATE TAX/CHARGE STATE PROPERTY TAX 1,262,956 .1120 1,414.51 11,568.66 1,262,956 .9160 **COUNTY PROPERTY TAX** 344.9600 344.96 **SOLID WASTE CHARGE** 25.23 WATER QUAL PROTECT CHG (RSFD) 13,353.36 TOTAL **ASSESSMENT** RATE **AMOUNT CREDIT DESCRIPTION** .00 TOTAL CREDITS

PER \$100 OF ASSESSMENT

CURRENT YEAR FULL CASH VALUE TAXABLE ASSESSMENT

1,262,956

PRIOR PAYMENTS **** INTEREST

COUNTY RATE OF 0.627 IS MORE THAN THE CONSTANT YIELD RATE OF 0.561 BY 0.066

CONSTANT YIELD RATE INFORMATION

Total Annual Amount Due:

0.00

13353.36

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 07/01/2007 - 06/30/2008 **FULL LEVY YEAR**

BILL S 27045065

Make Check Pavable to: Montgomery County, MD

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

ACCOUNT # LEVY YEAR 00516700 2007

AMOUNT DUE 0.00

AUG 31 2020 PLEASE INDICATE AMOUNT BEING PAID AMOUNT PAID



ANNUAL BILL TAX PERIOD 07/01/2006-06/30/2007 **FULL LEVY YEAR LEVY YEAR 2006**

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.

MATSUL ROBERT T & D **5800 KENNEDY DR** CHEVY CHASE, MD 20815-5528

NOT A PRINCIPAL RESIDENCE

BILL DATE 08/05/2020 PROPERTY DESCRIPTION SEC 2 KENWOOD

					= .	
LOT	BLOCK	DISTRICT	BUB	TAX CLASS	BILL#	ACCOUNT 9
11	8 ·	07	034	R038	26045129	00516700
MORTGAGE DE	ORMATION		PROPERTY ADDRESS		REFUSE AREA	RÉFUSE UNITS
UNKNOWN SEE REV	SEE REVERSE		5800 KENNEDY DR		R1L	1
		10050014545		T11//0111P0F	*PER \$100 OF A	SSESSMENT

ASSESSMENT RATE TAX/CHARGE TAX DESCRIPTION 1,127,520 .1120 1,262.82 STATE PROPERTY TAX 1,127,520 10.328.09 **COUNTY PROPERTY TAX** 9160 **SOLID WASTE CHARGE** 337,3000 337.30 25.23 WATER QUAL PROTECT CHG (RSFD) 11.953.44 TOTAL **ASSESSMENT** RATE **AMOUNT** CREDIT DESCRIPTION **TOTAL CREDITS** .00

CURRENT YEAR FULL CASH VALUE TAXABLE ASSESSMENT

1,127,520

11953.44 PRIOR PAYMENTS **** INTEREST

CONSTANT YIELD RATE INFORMATION

COUNTY RATE OF 0.624 IS MORE THAN THE CONSTANT YIELD RATE OF 0.608 BY 0.016

0.00 Total Annual Amount Due: 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 07/01/2006 - 06/30/2007 **FULL LEVY YEAR**

BBLO	
260451	29

Make Check Payable to: Montgomery County, MD

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

ACCOUNT # **LEVY YEAR** 2006 00516700

AMOUNT	
0.00	

DUE AUG 31 2020 PLEASE INDICATE AMOUNT BEING PAID

AMOUNT	PAID
-	

Exhibit "C"

INTERNET COPY 016-0064-016-0000 19286303 4230 WARREN AVE 95822 JANUARY 1, 2019, LIENDATE ASSESSED VALUES SACRAMENTO COUNTY 14,034 53,489 SECURED PROPERTY TAX BILL 2019-2020 FOR FISCAL YEAR EDGROUNG JULY 1, 2019 AND ENDING JUNE 38, 2420 **IMPROVEMENTS** FIXTURES PERSONAL PROPERTY ANNUAL TAX BILL REN LAMBRA ASSESSED VALUES SUBTUTAL 67,523 DIRECTOR OF FINANCE TAX COLLECTOR LESS: HOMEOWNERS EXEMPTION ATTENTION . OTHER EXEMPTION MET ARRESTED VALUES 67,523 PLEASE NOTE
YOU WILL NOT RECEIVE A
SEPARATE BILL OR REMINDER
NOTICE FOR THE 2ND INSTALLMENT TAX RATE AREA CODE 03064 AD VALOREM TAXING AGENCY TAX RATE TAX AMOUNT COUNTY WIDE 1% SACTO UNIFIED GOB LOS RIOS COLL GOB 1.00000 675.23 76.91 15.67 11390 .02320 767.81 AD VALOREMTAXING AGENCY TOTAL DEBECT LETY HAME PHONE MANIER LEVY AMOUNT LEVY 6 STATUTORY AUTEORITY WATER ACT SAFCA ACT L & L ACT 1972 ORDINANCE 20140004 0742 AREA 9 916-574-0644 15.22 155.56 86.84 MAINTENANCE MAINTENANCE AREA 9
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CITYWIDE L & L ASSESSMENT DISTRICT
SACTO CORE LIBRARY SERV. TAX
SACRAMENTO AREA FLOOD CONTROL
SACRAMENTO ADDL LIBRARY SRV TAX SAPCA CONSOLIDATED CITYWIDE L & L ASS 916-574-0644 916-874-7606 916-809-1440 800-441-8280 916-874-7606 800-441-8280 0595 13.76 32.92 SAFCA ACT CITY ORD 2016-0002 0168 0659 Pay by cradit card or e-check at 1-844-430-2523 or at DIRECT LEVYTUTAL 339.66 W TO VISA ADJUSTMENT TO MAKE BILL EVEN -.01 PERST INSTALLMENT _ RECORD INSTALLMENT. TOTAL DUE -553.73 553.73 1.107.46 DUE 11/1/ 2019 PAY BY 12/10/ 2019 DUE 2/V 2026 PAY BY 4/10/ 2020 IMPORTANT INFORMATION ON BACK AND ON INSERT PARTIAL PAYMENTS AND LATE PAYMENTS WITHOUT PENALTIES WILL BE RETURNED PARCEL NUMBER ACHINT RHANCH SECOND INSTALLMENT PAYMENT 016-0064-016-0000 19286303 SACRAMENTO COUNTY SECURED PROPERTY TAX BILL 2019-2020 MAKE CHECK PAYABLE TO BACRAMENTO COUNTY AND MAIL TO: TAX COLLECTOR'S OFFICE P O BOX 608, SACRAMENTO, CA 96912-0609 OWNER'S NAME: DUE: FEBRUARY 1, 2020 553.73 AFTER APRIL 10, 2020 ADD 10% PENALTY + \$20.00 COST 75.37 THE 2ND INSTALLMENT CANNOT BE ACCEPTED BEFORE THE 18T INSTALLMENT. TOTAL DELENQUENT INSTALLMENT DUE AFTER APEIL II, 2009 ADDITIONAL PENALTIES ARE ADDED IF TAXES ARE NOT PAID IN FULL BY 8/80/2020. 629.10

1928630301606401600004 00005537300006291022004109

PARCEL NUMBER AOENT BRANCH 016-0064-016-0000 19286303

SACRAMENTO COUNTY SECURED PROPERTY TAX BILL 2019-2020

OWNER'S NAME:

TO PAY TOTAL OF BOTH INSTALLMENTS BY 12/10/2018, MAIL BOTH PAYMENT STUBS WITH PAYMENT IN THE AMOUNT OF \$ 1,107.48

FIRST INSTALLMENT PAYMENT

MAKE CHECK PAYABLE TO BACRAMENTO COUNTY AND MAL TO: TAX COLLECTOR'S OFFICE P O BOX 508, BACRAMENTO, CA 96812-0508

P	DUE: NOVEMBER 1, 2019	553.73
A	APTER DÉCÉMBER 16, 2019 ADD 10% PENALTY	55.37
Y	TOTAL BELDIQUENT ROTALLARENT DAIE AFTER DECEMBER 10, 2079	609.10

DETERMETICOPY PROPERTY LOCALAGE 4230 WARREN AVE 016-0064-016-0000 18275.../ 95822 JANUARY 1, 2818 , LIEN DATE ASSESSED VALUES SACRAMENTO COUNTY 13,759 SECURED PROPERTY TAX BILL 2018-2019
FOR FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JULY 20, 2019 IMPROVEMENTS PERSONAL PROPERTY ANNUAL TAX BILL BEN LAMERA 66,200 ASSESSED VALUESSURTOTAL DIRECTOR OF PINANCE LEBB: HOMEOWNERS EXEMPTION OTHER EXEMPTION ATTENTION MET ARRESSED VALUES 66,200 PLEASE NOTE
YOU WILL NOT RECEIVE A
SEPARATE BILL OR REMINDER
ROTICE FOR THE 2ND INSTALLMENT TAX BATE AREA COBE 03064 AD VALOREM TAXING AGRACY TAX BATE TAX AMOUNT COUNTY WIDE 15 SACTO UNIFIED GOB LOS RIOS COLL GOB 1.00000 662.00 77.06 .11640 8.67 MAIL TO 747.73 AD VALOREM TAXING AGENCY TOTAL LEVY STATUTORY AUTHORITY DORCT LEVY NAME PHONE NUMBER LEVY AMOUNT SAFCA ACT CITY ORD 2016-0002 L & L ACT 1972 WATER ACT ORDINANCE 20140004 32.94 34.34 84.30 14.58 13.36 153.28 0168 916-874-7606 SACRAMENTO AREA FLOOD CONTROL SACRAMENTO ARRA FLOOD CONTROL
SACRAMENTO ADDI LIBRARY SRV TAX
CITYWIDE L & L ASSESSMENT DISTRICT
MAINTENANCE ARRA 9
SACTO CORE LIBRARY SERV. TAX
SAFCA CONSOLIDATED CAP ASMT \$2 916-874-7606 900-441-8280 916-808-1440 916-574-0644 800-441-8280 0659 0595 0742 0612 0198 SAFCA ACT 916-674-7606 Pay by credit card or e-check at 1-844-430-2823 or at DIRECT LEVYTOTAL 332.80 W VISA ADJUSTMENT TO MAKE BILL EVEN -.01 FIRST INSTALLMENT _ SEÇOND INSTALLMENT... DUZ 2/1/ 1019 TOTAL DUE -540.26 540.26 1,080.52 PAY BY 12/10/ 2818 PAY BY 4/10/ 2019 IMPORTANT INFORMATION ON BACK AND ON INSERT PARTIAL PAYMENTS AND LATE PAYMENTS WITHOUT PENALTIES WILL BE RETURNED BILL NUMBER PARCED MURCHER ACIPHT READULE SECOND INSTALLMENT PAYMENT 016-0064-016-0000 18279137 **SACRAMENTO COUNTY SECURED PROPERTY TAX BILL 2018-2019** MAKE CHECK PAYABLE TO SACRAMENTO COLATTY AND MAIL TO: TAX COLLECTOR'S OFFICE P O BOX 508, SACRAMENTO, CA 95812-0508 OWNER'S NAME: PAY BY APRIL 10, 2019 540.26 AFTER APRIL 10, 2019 ADD 18% PENALTY + \$15.00 COST 69.03 THE 2ND INSTALLMENT CANNOT BE ACCEPTED BEFORE THE 18T INSTALLMENT. ADDITIONAL PENALTIES ARE ADDED IF TAXES ARE NOT PAID IN FULL BY 6/30/2019. TOTAL DELDIQUEST PETALLMENT DER AFTER APRIL IS ME 609.29

18279137016006401600007 00005402600006092921904109

PARCEL NUMBER 601 MANGER ACTION BRANCH 016-0064-016-0000 19279137

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 \$ 1,090.52 FIRST INSTALLMENT PAYMENT

MAKE CHECK PAYABLE TO BACRAMENTO COUNTY AND MAL. TO: TAX COLLECTOR'S OFFICE P O BOX 808, SACRAMENTO, CA 96912-0808

P	PAY BY DEC. 10, 2018	540.26
A	APTER DEC. 10, 2018 ADD 10% PENALTY	54.03
Y	TOTAL DELINQUENT OUTALLMENT DUE AFTER DEC. 10, 2018	594.29

PARCEL NO.	GER 54-016-0000	12226		DITE	ENET C	OPY		ROPERTY LOC	Aini		95822
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PARCEL MO	GER 64-016-0000	1626920	/ TORON	NET COPY			/ LOCATION		95822
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0595 0659	L & L ACT 19 CITY ORD 20	972 04-029 S	CITYWIDE L & 1 ACRAMENTO ADI	L ASSESSMENT D DL LIBRARY SRV	ISTR XAT		916-8 800-4	08-1440 41-8280	79.46 32.36
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INTERNETICOPY 016-0064-016-0000 1526 4230 WARREN AV 95822 JAJONARY 1, 2915 LESI DATE ASSESSED VALUES SACRAMENTO COUNTY 13,028 49,648 SECURED PROPERTY TAX BILL 2015-2016 L YEAR BESINGING JULY 1, 2016 AND ENDING JUNE 30, 2016 IMPROVEMENTS FOCTURES PERSONAL PROPERTY ANNUAL TAX BILL ARTOTEUS ESULLAY CHESSERA 62,676 PRECTOR OF FEMANCE LESS: HOMEOWNERS EXEMPTION OTHER EXEMPTION ATTENTION HET ASSESSED VALUES 62,676 PLEASE NOTE
YOU WILL NOT RECEIVE A
SEPARATE BILL OR REMINDER
NOTICE FOR THE 2ND INSTALLMENT TAX RATE AREA CODE 03064 AD VALCREM TAXING AGENCY TAX RATE TAX AMOUNT COUNTY WIDE 1% SACTO UNIFIED GOB LOS RIOS COLL GOB 1.00000 .13350 .00910 626.76 83.67 5.70 PAYMED BISTRUCTONS OF REVERSE 716.13 AD VALOREM TAXBIG AGENCY TOTAL CIRECT LEVY NAME LEVY # BTATUTORY AUTHORITY PHONE MANAGEME LEVY AMOUNT 0595 0612 0168 0742 CITYWIDE L & L ASSESSMENT DISTRICT SACTO CORE LIBRARY SERV. TAX SAFCA O & M ASSESSMENT #1 MAINTENANCE AREA 9 SACRAMENTO LIBRARY SERVICES TAX SAFCA CONSOLIDATE CAPITAL ASSMT 916-808-1440 800-441-8280 916-874-7606 916-874-6525 800-441-8280 916-874-7606 L & L ACT 1972 ORDINANCE 20140004 SAFCA ACT WATER ACT 77.04 12.26 32.94 12.12 31.52 105.54 0659 0197 CITY ORD 2004-029 SAFCA ACT Pay by credit card or a-ch 1-688-677-3578 at DIRECT LIEVY TOTAL 271.42 W VISA EE ADJUSTNESST TO MAKE BILL EVEN .01 RECOND INSTALLMENT ----TOTAL DUE -493.77 987.54 DUE 11/1/ 2018 DLIP 9/1/ 2018 PAY BY 12/10/ 2016 PAY BY 4/10/ 2018 IMPORTANT INFORMATION ON BACK AND ON INSERT PARTIAL PAYMENTS AND LATE PAYMENTS WITHOUT PENALTIES WILL BE RETURNED SECOND INSTALLMENT PAYMENT 016-0064-016-0000 15268721 **SACRAMENTO COUNTY SECURED PROPERTY TAX BILL 2015-2018** MAKE CHECK PAYABLE TO SACRAMENTO COUNTY AND MAIL TO: TAX COLLECTORS OFFICE PLEASE CHECK HERE IF YOUR MALING ADDRESS HAS CHANGED AND COMPLETE THE FORM ON THE REVERSE SIDE. P O BOX 608, BACRAMENTO, CA 95812-0908 OWNER'S NAME: PAY BY APRIL 10, 2016 493.77 AFTER APRIL 10, 2016 ADD 10% PERALTY 64.38 \$18.00 COST THE 2ND INSTALLMENT CANNOT BE ACCEPTED BEFORE THE 18T INSTALLMENT. ADDITIONAL PENALTIES ARE ADDED IF TAXES ARE NOT PAID IN FULL BY 6/30/2016. TOTAL DELEGRANT 558.15 15268721016006401600007 00004937700005581521604107 PARCEL NUMBER AGENT BRANCH FIRST INSTALLMENT PAYMENT 016-0064-016-0000 15268721 **SACRAMENTO COUNTY SECURED PROPERTY TAX BILL 2015-2016** KE CHECK PAYABLE TO BACRAMENTO COUNTY D MAIL TO: TAX COLLECTOR'S OFFICE PLEASE CHECK HERE IF YOUR MAILING ADDRESS HAS CHANGED AND COMPLETE THE FORM ON THE REVERSE SIDE. AMO MAIL TO: TAX COLLECTOR'S CIFICE P O BOX 508, BACRAMENTO, CA 85812-0568 OWNER'S NAME: 493.77 PAY BY, DEC. 10, 2015 AFTER DEC. 10, 2016 49.38 TO PAY TOTAL OF BOTH INSTALLMENTS BY 12/10/2015, MAIL BOTH PAYMENT STUBS WITH PAYMENT IN THE AMOUNT OF \$ 687.54 ADD 10% PENALTY TOTAL DELBIQUEDIT METALLEEST DAE AFTER DEG. 10, 2015 543.15

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	<i>∄)</i> ∶	ACRA BECURED P YEAR BEOLITORIN	ROPER	TY TAX	BILL 20'	14-2015 E 30, 2016	LAND IMPROV	EMENTS		12,778 48,679
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	7 5						AFTE	R APRIL 1	0, 2015	
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INTERNET COPY PARCEL MARKET PROPERTY LO. 016-0064-016-0000 1226. 4230 WARREN AV 85822 JANUARY 1, 2012 , LIEN DATE ASSESSED VALUES SACRAMENTO COUNTY 12,472 47,509 SECURED PROPERTY TAX BILL 2012-2013 FOR FISCAL YEAR BEGINNING JULY 1, 2012 AND ENDING JULE 10, 2012 MPROMEMENTS. FIXTURES PERSONAL PROPERTY ANNUAL TAX BILL ASSESSED VALUES SUBTOTAL 59,981 DERECTOR OF FINANCE TAX COLLECTOR OTHER EXPLOPTION 59,981 HET ASSESSED VALUES PLEASE NOTE
YOU WILL NOT RECEIVE A
SEPARATE BILL OR REMINDER
NOTICE FOR THE 2ND INSTALLMENT TAX RATE AREA CODE 03064 TAX AMOUNT AD VALOREM TAXING AGENCY TAX RATE COUNTY WIDE 1% SACTO UNIFIED GOB LOS RIOS COLL GOB 1.00000 .09990 .01930 FARGEMI HISTEUCHOUS OF REVENSE 671.31 AD VALCREM TAXING AGENCY TOTAL LEAN WHOLING LEVY 4 STATUTORY AUTHORITY DRIEGT LEVY NA PHONE ALIMETE CITYWIDE L & L ASSESSMENT DISTRICT SACRAMENTO LIBRARY SERVICES TAX SAFCA CONSOLIDATE CAPITAL ASSMT SAFCA O & M ASSESSMENT #1 MAINTENANCE AREA 9 0595 0659 0197 0168 0742 L 6 L ACT 1972 CITY ORD 2004-029 SAFCA ACT WC 12670.16 WC 12878.40 74.88 29.18 105.54 32.94 7.02 916-808-1440 800-441-8280 916-874-7606 Pay by credit card or e-chi 1-688-677-3676x et 249.56 DIRECT LEVY TOTAL M W VISA H ADJUSTMENT TO MAKE BELL EVEN . 01 FERST INSTALLMENT RECOND INSTALLMENT -460.43 TOTAL DUE -920.86 DUE 11/1/ 2018 DUR 24/ 2012 PAY BY 12/10/ 2012 PAY BY 4/10/ 2013 IMPORTANT INFORMATION ON BACK AND ON INSERT PARTIAL PAYMENTS AND LATE PAYMENTS WITHOUT PENALTIES WILL BE RETURNED SECOND INSTALLMENT PAYMENT 016-0064-016-0000 12269717 **SACRAMENTO COUNTY SECURED PROPERTY TAX BILL 2012-2013** MAKE CHECK PAYABLE TO BACRAMENTO COUNTY AND MAIL TO: TAX COLLECTOR'S CFFICE PLEASE CHECK HERE IF YOUR MAILING ADDRESS HAS CHANGED AND COMPLETE THE FORM ON THE REVERSE SIDE. P O BOX 608, SACRAMENTO, CA 95812-0508 OWNER'S NAME: PAY BY APRIL 10, 2013 460.43 AFTER APRIL 10, 2013 ADD 10% PENALTY 61.04 + \$16.00 COST THE 2ND INSTALLMENT CANNOT BE ACCEPTED BEFORE THE 1ST INSTALLMENT. ADDITIONAL PENALTIES ARE ADDED IF TAXES ARE NOT PAID IN FULL BY 8/30/2013. TOTAL DELIBORER 521.47 12269717016006401600003 00004604300005214721304101 RILL MISSER PARCEL MARKER AGENT BRANCH FIRST INSTALLMENT PAYMENT 016-0064-016-0000 12269717 SACRAMENTO COUNTY SECURED PROPERTY TAX BILL 2012-2013 MAKE CHECK PAYABLE TO SACRAMENTO COUNTY MD MAIL TO: TAX COLLECTOR'S OFFICE PLEASE CHECK HERE IF YOUR MAILING ADDRESS HAS CHANGED AND COMPLETE THE FORM ON THE REVERSE SIDE. AND MAIL TO: TAX COLLECTOR'S OFFICE P O BOX 608, SACRAMENTO, CA 95812-0508 OWNER'S NAME: 460.43 PAY BY DEC. 10, 2012 > AFTER DEC. 10, 2012 TO PAY TOTAL OF BOTH INSTALLMENTS BY 12/10/2012, MAIL BOTH PAYMENT STUBS WITH PAYMENT IN THE AMOUNT OF \$ 920.68 46.04 ADD 10% PENALTY TOTAL OF B MOTALLEST DUE AFTER DEC. 10, 2912 506.47

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Exhibit "D"



my FirstAm⁶

Combined Report

5800 Kennedy Dr, Chevy Chase, MD 20815

Property Address:

5800 Kennedy Dr Chevy Chase, MD 20815

See 981 2/16 8820/16 8870/16

Combined Report

5800 Kennedy Dr. Chevy Chase, MD 20815

08/06/2020

All 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 id/or its effiliates. All rights reserved.

Return To: 473 NW Pr

Boston National Title Agency 473 NW Prima Vista Bivd Port St Lude, FL 34983

-Citibeak N.A.

-Attn: Document Processing

-P.O. Box 790021

-8t. Louis, MO 63179-0021

MONTGOMERY COUNTY, MD

Prepared By:

Citibank, N.A.

1 Court Square

Floor 20

Long Island City, NY 11120

FEB 2 8 2017

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THANSFER TAX PAID

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[Spece Above This Line For Recording Data]

DEED OF TRUST

108011511244137445

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 16, 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 Matsul and Amy Matsul, 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 MARYLAND-Single Family-Fannie Mac/Fredzie Mac UNIFORM INSTRUMENT WITH MERS

Citibank 3.2.111.27

Form 3021 1/01 Walters Kluwer Financial Services

VMP (4-6A(MD) (1308).00

Page 1 of 15

MINOR SKM DOY





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
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]:
Adjustable Rate Rider Condominium Rider Second Home Rider Balloon Rider Planned Unit Development Rider 1-4 Family Rider VA Rider Biweekly Payment Rider X 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 functial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine 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
Citibank 3.2.111.27 MARYLAND-Single Family- Famile Mae/Freddie Mee UNIFORM INSTRUMENT WITH MERS /MP 964(MD) (1988)00 Press 2 of 16 Indias 5 A QUI A Form 3021 1/01

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

which currently has the address of [Streat] [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 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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MARYLAND-Single Family- Family- Family Family Family Page 3 of 16

Citibank 3.2.111.27

MARYLAND-Single Family- Family Family Family Family 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 Psyments.

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 601124413744

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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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VMP 46A(MD) (1208).00 Page 5 of 16 Initials: 400 AM JOH Form 3921 1/01

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 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 mortgage 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 Femily- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
VMP 9-84(MD) (1208).00 People of 18 https://www.com/pools/1011/01

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 restored.

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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MARYLAND-Single Family- Famile Mac/Freddle Mac UNIFORM INSTRUMENT WITH MERS
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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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MARYLAND-Single Family- Famile Mac/Freddie Mac UNIFORM INSTRUMENT WITH MERS
VMP RSA(MD) (1208).00 Pege 8 of 18 Initial Color Of Form 3021 1/01

(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 uncarned 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, naid 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 diamissed 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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VMP REA(MD) (1208).00 Page 9 of 16 Miller (MCV ALV D) Form 3021 1/01

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 Borrower 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.

601124413744 Citibank 3.2.111.27 MARYLAND-Single Family- Famile Mac/Freddie Mac UNIFORM INSTRUMENT WITH MERS
VMP 9.6A(MD) (1308).00 Page 10 of 18 Initials: CAS ALC. J.W. Form 3021 1/01

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 scheck, 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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MARYLAND-Single Femily- Fannie Mac/Freddie Mee UNIFORM INSTRUMENT WITH MERS
VMP 9-8A(MD) (1208).00 Page 11 of 18 Indials Section Column 3021 1/01

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 taws 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; Ramedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the

default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to 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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MARYLAND-Single Femily-Femile Mee/Freddle Mac UNIFORM INSTRUMENT WITH MERS

VMP R6A(MD) (1205)00 Page 13 of 16 Industry Only Form 3021 1/81

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:

Des	DY_	(Seal
-	Brian Matsui	-Borrowe
	Day U Matsee	(Seal
•	Amy Matsul	-Borrowe
•		(Seal

Doris O. Matsui as Trustee of the Matsui Revocable
Living Trust dated May 15, 2007 and subject to Pirst
Amendment to the Matsui Revocable Living Trust dated
Matsui Revocable Living Trust Dated May 31, 201
(Sign Original Only)

STATE OF MARYLAND,

County 88: Mondy mon

I Hereby Certify, That on this 70 day of Junuary 2017, before me, the subscriber, a Notary Public of the State of Maryland, in and for the Hartsui 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

DOUGLAS ANTHONY HUNT Notary Public-Maryland Prince George's County My Commission Expires April 05, 2020

STATE OF FLOYIDG

St Cull County ss:

I Hereby Certify, That on this a Notary Public of the State of

personally appeared

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:



CHRISTIMA K. RAWLINGS lotary Poblic - State of Florida

This is to certify that the within instrument was prepared

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

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Citibank 3.2.111.27

MARYLAND-Single Family- Fannie Mae/Freddie Mat UNIFORM INSTRUMENT WITH MER VMP 4-6A(MD) (1308).00

Maryland Lend	ler and Originator Disclosures
Instructions: Insert the names and addi	resses of the Lender and Borrower. Insert the property address.
Citibank, N.A.	Brian Matsui, Amy Matsui
1000 Technology Drive	5800 Kennedy Drive
O'Fallon, MO 63368-2240	Chevy Chase, MD 20815-
Property Address	•
5800 Kennedy Dr	•
CHEVY CHASE, MD 20815-5528	
	Licensee Information
	and originators should complete the blanks in this area. Maryland of need to sign this form. If you are not attaching a security w.
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Lender Name	Originator Name
Maryland Morigage	Maryland Mortgage Loan
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	ginated the Loan and, in connection therewith, I am exempt from cial Institutions Article, §§11-601 through 11-618, Annotated
I SOLEMNLY AFFIRM under penalties foregoing paper are true.	s of perjury and upon personal knowledge that the contents of the
Signature	Date
Print Name	
Application No. 001124413744 Lander and Originator Dingipoures-MD VMP © Bartisin Systems IM	Account No. 112441274 VMP188(MD) (1003).80
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I SOLEMNLY AFFIRM under penalties of foregoing paper are true.	perjury and upon personal knowledge that the contents of the
Signature	Date
SignaturePrint Name	Print Title
X Affidevit of Lender (on its own beh	alf and on behalf of its employee who originated the Loan) , hereby affirm under penalties of perjury that I am Citibank, N.A. ("Lender") that made the Loan. The
Lender's address is set forth above. I am d Lender, in connection with the Loan, is e Institutions Article, §§ 11-501 through 11-52	ally authorized by the Lender to execute this Affidavit. The exempt from the licensing requirements under the Financial 4, Annotated Code of Maryland. The employee of the Lender e licensing requirements under Financial Institutions Article.
I SOLEMNLY AFFIRM under penalties of foregoing paper are true.	perjury and upon personal knowledge that the contents of the
Signature Table	Date Jennary 30, 2017
Print Name Kathy A. Timken	Print Title Vice President
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the of	<u>-</u>
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 Institutions Article §§ 11-601 through 11-61	exempt from the licensing requirements under Financial
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Signature	Date
Print Name	Print Title
Application No. 001124413744 Leader and Chighwater Discipeurs-MD VMC © Beaters Systems	Account No. 1124413744 VMC7880/MDI (1003).00

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 bereby 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

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<u>ت</u>	- 													
	Charles .	Marine - Charles		_			_							

Exhibit "E"



my FirstAm®

Combined Report

4230 Warren Ave, Sacramento, CA 95822

Property Address:

4230 Warren Ave Sacramento, CA 95822

P8 # of 6 P8 5 96 96

Combined Report

4230 Warren Ave, Sacramento, CA 95822

08/06/2020

^{&#}x27;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 .d/or its affiliates. All rights reserved.

MBE 0415 96 01 14 WHEN PACCADED MAIL TO GROOM BACK RESTRICTION LCAP HEFT. P.O. BOX 85645

SAN DIEGO, CALIPORNIA 92186-5643 LOAM NO.: GOOSELOSS

348**0**08

OFFICIAL RECORDS
VLCALVESTIO COLSTIT, CALF.

OD 8 MA AJ MALJO

DEED OF TRUST

THIS DEED OF TRUST ("Smartly Instrument") to made on DECEMBER 16, 1993 The trustee to ROBERT 1. MATS'77 AND DOR'1S MATS'97, MUSBARD AND WIFE

(Burnett').

FL \$22

The treatments UNION BANK, A CALIFORNIA MANKING COMPORATION

("Treatm").
The beauthology is unitable basis, a callifornita gambling componentium. The excessions absolute ab

which is organized and existing under the laws of CALIFORNIA , and ADDITIONAL LOAN DESCRIPTION, P.O. SQX 83645, SAR DIREO, CALIFORNIA 92164-3641 Description of SEVENTY-SIGHT TROUGAND AND MO/100----Deltars (U.S. 8 78,000.00). This dath is evidenced by Henrowset

). This debt is evidenced by Herrower's note duted the remaining payments, with the full debt, if one paid carrier, due and papable on FARIURET 1, 2009. This Standing for monthly payments, with the full debt, if one paid continue, due to the full debt, with interest, one as the standing function of the full state. This Standing function of the full of the superparent of the debt or the full of the full, with interest, and all removals, extending and entitications of the fulls, (b) the payment of ill other spine, with interest, of manufactured underparagraph to removal the security of this Standing Instrument, and (c) the payment of Borover's continues and appearants under this Standing Instrument and the Rule. For this payment, Enricement proceeding practic and entities, in treat, with power of sale, the following described property located in SACRAMEPTO County, California:

APH 916-9884-016-0000
LOT 17 OF SUITE LIED PARE TERRACE USIT SO. 1, ACCORNING TO THE OPTICIAL,
PLAT TERROUP, FILED IN THE CUTICE OF THE RECORDER OF ENGINEERING COUNTY,
CALLFORNIA ON GEFTEREER 13, 1951, IN BOOK 22 OF MAPS, MAP NO. 33.

WEST AMERICAN TITLE INCLININEE COM

] | 4

which has the address of 4230 WARREN AVERUE, GACRANENCO

95822

(Control

("Property Address").

(City)

TOGETHER WITH all the improvements new or hornafter erected on the graperty, and all teamments, appartemants, Houses are or hornafter a part of the property. All replacements and salidable about it orders sent senters in ut. All of the flooguing is referred to in this Security Instrument as the "Property."

BORROWER COVERANTS that Personer is involutly sained of the estate hereby conand convey the Property and that the Property is moneysthered, trough for necessiveness of record. Surrower warrants and will defined generally the title to the Property against all claims and demonstrate, subject to any examinators of causal-

THIS SECURITY DISTRUMENT cambines antiferra covernate for national and and stines by jurisdiction to constitute a uniform measurity fastroment specing rad property.

CALLFORNIA - South Family - PRIMAPHEMS UNGSTOOM (MATHEMATICS)

Person Milytin. (Mail

ET (1986 F 8s - UNIFORM COVENANTS. Bestower and Leader on

i. Perfined of Principal and interests Propagators and Lake Charges. Surveyor shall passently pay whete due the principal of and interest on the date evolution by the Mets and any propagators and late charges due under the Meto. 2. Pands der Vizza and Inservation. Sellipsi. To applicable how or so a william valuer by Landon, Floreway abail pa one Dada tow

rake on the day occurbly payments are due under the Nova mult the Rate or gold in fall, a new ("Funds") her. (a) yearly taken nie which may estale priority ever this Security featrament in a lies on the Property; (b) yearly besideld pay grand rests as the Property, if any; (a) yearly based or property securious procedure; it) yearly Good insurence procedure, if any; (a) party contests insurence processes, if any; and it) any sees payable by Bossover to Londor, to accordance with the processes of party contests, it has at the payment of encrypts recovere procedure. These case called "Sector Issues". Londor they, at any time, collect and held Frends to an agreent not to exceed the experiment mesons a broker the a belowally related morning up bette into enquires for Borover's across account andre the Andred Shat Satute Soldemann Franciscus Act of 1974 as assembled Shat time to time, 12 CAC. I 2011 ot seq. ("EEGPA"), unless prother law that applies to the Punits ners a latter away pt. If se, La at of Pends dat on the bases offert and hold Funds 19, 44 amount not to extend the best surgest. Lander may estim of counts data and passments estimates of expossitions of fibers Legior fibers as otherwise in expendence with applicable law.
The Freduck all he hald on an excitations whose deposits are traceed by a figural general passward lity, or opting the hald on

-14) Hy. --n, if Louder is such an entriction) or in any Todayal Home Lean Byth. Lander shall apply the Funds to pay the Region to latting may not charge florencer for building and applying the Funds, assumily analyzing the support account, or straiging the fl lettler not tol there there is belief the diprive in even, amount annual we were more in the charge the bush and a place in a charge to the property lander the first in the property lander to the property lander the property lander the property and the property is the charge to the property of the pro Diese, existed Lander page Sector's externed to the Frants dist significable law parentit Lander to make each a citarge. Notes even care range success frame to gaz a con-time charge for an independent but state that sajerting service could by Lander by connections with the land, values applicable law portrains obtained no agmanaged to each or applicable law requires attents to be past, Lander shall not be required to pay Screenes explained or gazzers and Lander may again to covering, however, that trained that to paid on the Famile. Lander shall give to Service, without charge, on amount accounting of the mag credits and delete to the French and the purpose he which each debts to the Funds was made. The Funds are photosis as security for all pump atomic by this Roserty Instrument.

If the Prints held by Landes storest the convexts permitted to be held by applicable law, Lunder shall account to Borrowerder the to Pends in securious with the requirements of applicable law. If the amount of the Punds held by London at any time is not nd to pay the Cattere Bane when does, Leader stay or noticy decrease in writing, ead, in such one dependent shall pay in land and decreases to make up the deficiency. Borrower shall make up the deficiency as no some than traffee morthly payments,

Upon permitri to full of all sutre secured by this Security Instrument, Lander chall promptly soluted to Servower may Fornin hald by m. II, under paragraph 31, Lander chall acquire or sell the Fraguerty, Lander, prior to the successions or othe of the Fraguerty. shall apply sty I wide ball by Lander at the time of acquisition or sale as a credit equival the cause extend by th's Security Instrument,

1. Application of Feynmants. Unlane applicable too provides scharatio, all payments secured by Lander under paragraphs 1

tel 3 simil ha applied: floor, to easy propayment charges for under the Notes accord, to amounts payable under paragraph & third, to at days treath, to any late charges due under the Kole, and less, to principal due.

and this warms, we any stay compare now where we consider the stay of these and impossible attributable to the Property
A. Chatgang Lineau. However shall pay all space, assessments, charges, these and impossibles attributable to the Property
h may emplo priority over this forcestly instrument, and beauthold payments or grand some, if any. However, whall pay these idah may ettela pelasuly ever this Security fami many provided to paragraph 2, or of our paint to that materiar, Beprisons theil pay them on almo directly to the per

congresses of the formers posture or paragraps 2, or we can be the expense, approve chall pay make a time descript to the periods over payments. Borrows shall promptly furnish to Lander all metions of attenues to be gold under then paragraph. If florowse makes these payments directly, Borrowse shall promptly derivate to Lander recents arthmology the payments.

Someone shall promptly discharge one two which has private were the florestry fastenues to good firth the line by, or defined apoint enthurment of the Bon in, head precedings which in the Lander's opinion agreem to provent the enthromment of the Bon in, head precedings which in the Lander's opinion agreems to provent the enthromment of the bar, in (a) provent the enthromment of the Bon in, head precedings which in the Lander's opinion agreems to provent the enthromment of the Bon in the land precedings which in the Lander's opinion prevent the enthromment of the Bon in the land precedings which in the Lander's opinion prevent the enthromment of the Bon in the lander of the Property is subject to a line which may extend privately over this Security furtherment and between the control of the Property is subject to a line which may extend privately over this Security. wat, Landor many gree Antrones: a realism atomiciting the bins. Bests bire phall stilledy the bigs or take and so n

ections are firth above visible 10 days of the graing of motion.

6. Hannel or Property Instrument. Bornetter stall heap the improvements now estiting or hereafter exected on the Property Instrument. Bornetter stall heap the improvements now estiting or hereafter exected on the Property Instrument, inclinded within abo term "extended coverage" and any other heanests, excluding there is the lander regarded.

The which Londor requires incurrent. This intrinsects shell be appreciated to the assessment and the periods that Londor regards. the which Landor requires insurance. This interes-The marrow marter providing that experience shall be channel by Bernyum subject to Londor's approval which whall not be usue with well-lide. If European thele to make the converge described above, Landor may, at Londor's option, obtain converage to pr

ably deficient. If therebyg cam by then more than a recommendation of the control of the control

presight and research actions. In the creek of loss, moreover mana give pressure sources or a supplied to repleasible or topics of the Proposity Distriction.

Unless lander and instrumes extensive again of writing, totalismes presents shall be applied to repleasible or topics of the Proposity changed, if the eventuation or repleas to consumently beatife and lander's assembly to onto lander's assembly and the forested, the theorems paramete shall be applied to the come sectoral by the Security Institute or Lander's asterist would be Security Institutes. If Security Institutes are notice from Lander that the victor mention has object to exist a clear, by the Lander may see the proceeds to expect or restore the object to pay again extend by this Security Institutes, whether or not then due. The 31-day period will begin when the notice to given.

Habour Lander and Security Institutes again to be retired, my application of precede to prescipe shall not mixed or pay of the contract of the contract of precede to prescipe the contract of the contract of precede to prescipe the contract of the contract of precede to prescipe the contract of the contract of precede to prescipe the contract of the contract of precede to prescipe the contract of the contract of precede to prescipe the contract of the

Urban Londor and Streemer extention again in writing, any application of proceeds to practical shall not attend or postpone to describe of the worldly payments addressed to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the

Property as acquised by London, Garmanu's regist to any immuness policies and proceeds sensing from datings to the Property prior to the sociation dellipson in London to the content of the companion for the formula dellipson in London to the content of the companion for the formula dellipson in London to the content of the companion for the formula dellipson in London to the property of the property of the property of the property delicities of the property delicities of the formula delicities of the content of the formula delicities of the property of Instituted and shall gentime to occupy the Property or Successor's principal mentions by at least own year other the dair of occupancy when Lands otherwise agenc to writing, which consent shall not be measuremently withinft, or unless actionizating timpositions; easier which are beyond discussor's control. Surrower shall not deciser, descape or import the Property, allow the Property to

160 tuar ser

THE RESERVE SHIPS BY

LOAD NO. 000561056

determents, or commit wants on the Property. Resource shall be in defent if any surfactors article or proceeding, whether errol or removal, to begun that in Landow's good facility judgment could result to indictions of the Property or authoristics maintainly impose the best created by this faccounty increases have been exceeded by this faccounty increases or property in the descriptions of the related facts and related to an experience of the faccounts of property or other material importance of the faccounts' increase on the Property or other material importance of the factority increase. Borec our shall also be in definal, if florence, during the learn application precess, given materially false or inaccrease influentation or elegenessis to leader for Golds to purelly Lander with any meternal referention) we connection with the loan existence by the Note, including, but not familia in, supercontainess concerning Herroraria compansy of the Feynety on a practical constance. If these financing Intervances is on a beauthold, fluencement shall comply with all the provisional m. If Moreover suggested for tothe to the Property, the legenhold and the line title shall not energy unless La

7. Protection of London's Highle in the Preparty. If Services falls to purions the overcents and agreement contained in this decisity implication, or there is a legal protecting that may agrificantly effect Landar's rights in the Property Lands as aling a basirapin, palata, ilv ession ntion or firfictine of to exfect leave or regulatio s), then leader may is uni pay for whatever se necessary to portect the value of the Property and Latelle's rights in the Property. London's exuses may include paying any sums secred by a Lon which has pressly over this facurity fustrament, appearing in court, paying m as std entering on the Property to ctabe repairs. Although Lander stay take action under title passeperph 7, Lander does not be

Any assertant dishermed by Lander under the paragraph T shall become additional date of Serrower mestral by the Security Instrument. Unless Sectioner and Lander uptue to other terms of payment, them emounts shall beer interest than the date of dis-betioners; at the Note was and shall be payable, with messest, upon notice from Lander to Servicers requesting payment.

I. Marigage Resease. It Leader securing corrects insurance as a medition of inciding the loans account by the Beautry ment, Borrows that pay the production regard to marinan the marigage Inquestion in office. U, for any reason, the mortgage are coverage sequined by Leader Lupius or comme to be in office, Borrows shall pay the president responsed to obtain coverage utially approximat to the mortgage momentum provincely in effect, at a cost cultatantially equivalent to the cost in fic I the mortgage manuscar poor analy in effect, then in alternate mortgage immer approved by Lander. If administrity emissions conseque manuscarce coverage is not evaluable, bisource shall pay to Lander each month a sum equal to construct the fine panely marriage interests pretiums being paid by Postover when the manuscar coverage lagued or caseed to be in effect. Londer will accept, one and minists these payersons as a loss reperty in law of northegy tentremen. Loss somewa payments way we longer be required, at the optims of Londor, if semigage ensurance coverage the the assesse and for the period that Londor required porosind by an insurer approved by Londor again becomes available and makemand. Bornway shall pay the presentes supported to businessis designs services. m affect, or he popular a lace sources, until the instrument for mortgage insurance eachs in accordance with any written agreement. er and Lendre er epplicable haw.

ato Romonos and Leader er experiment new. A homostica, Leader er en agent may mede re C. Importing. Lander or use agent may make reasonable out-se upon and impections of spirit Bi the titing of or prior to an impection openitying transceptic capter the the impaction. es of the Property. Legator dull gres 5

m. The precents of any arred or class the demogra, direct or presequential, in connection with any conductnation or other taking of my part of the Property, or the conveyance in firm of conductriction, are hersby assegned and shell be post

In the event of a total taking of the Property, the process do shall be applied to the state secund by this Security Instrum whether or out then due, with any extens paid in Bremwen. In the event of a partial telling of the Property to which the two morbal value of the Property municipally indice the indice is possibly or greater thus the emposit of the some second by the Becarity Institutes terms described by the second by the Becarity Institutes terms described by the colors in the sound of the sound second by the Security Institutes and the sound second by the Security Institutes in the latest of the sound security Institutes and the sound security Institutes in the latest in the sound security institutes in the sound security in the security is security in the security in the security in the security in the security is security in the security is security in the security in the security in the security is security in the security in the security in the security is security in the security in the security in the security is security in the security in the security in the security is security in the security in the security in the security is security in the security in the security in the security is security in the security in the security in the security is security in the mented immediately below the calong, divided by (til the face market value of the Property Immediately deflace the calong. Any balance chalf to paid to Services. In the creet of a partial taking of the Property to ethich the for metabot value of the Property will haden the taking is been then the magnetic of the a not becaused annothingly belong the taking, inclose Services and Lender otherwi واجاعظه nius applicable (are exhause poemies, the populate at all to applicat to the state secured by this facility busts whether or not the seam an then day.

If the Property or shardowed by Berrower, or d, other nature by London to Dersower that the canderisator editor to water the action the canderisator editor to make an award or south a claim for elemant, Durrymer faths to respect to Landon within 20 days other the date the nature as given, Landon or extherized cellect and apply the proceeds at the option, either to restorated or report of the Property or to the stan astered by this nt, whether or per them date

Success indexenses, whether or not their day.

Unious Lander and Browner otherwan ages in wroning, my application of percents to principal shall not extend to participant the dist date of the monthly payments such the systems. It is also a set of the monthly payments extend to unpresentable and 2 or change the session of size hyperments.

11. Burnever that findenest; Pertugues By Lender Set a Walson. Setunded of the time for payments or entitlesism of attentionalist of the same second by the findeness. By Lender to any assessor to miscret of Receiver shall not operate to calcase the includes of the original Represent as the includes the lander shall not exceed the commonic proceedings against any exceeding to miscret or others to extend time for payment or others to most type of the same second by the Secondy Institution of the same second by the Secondy Institutions in the same second by the second second

Sectify instruction, by remote or any unusual mane by the ways and an experience of any right or remedy.

10. Sections and Andrea Section is a street of or predict the convenience and Andrea Section of the Sections Labellay Codynap. The covenients and agreement of the Sections Labellay Codynap. The covenients and agreement of the Sections Labellay Codynap. The covenients and agreement of the Sections of the Section of the Instrument shell bind and besuffs the estimators and samples of Lander and Bornews, subject to the provisions of purposed 17. Bornews's coveniums and agreements shell be justs and several. Any Bornews who example this Samerty (netroined but does not assesse the Moter (a) is co-organize this Samerty (instrument only to mortgage, grant and convey that Samert's misment in the Property in the terms of this Sauntiy instrument; (b) is not personally chilgrind to pay the augm secured by this Secrety betraument, to agrees that Leader and any other Commer may agree to extend, modely, fisheer or make any accessional designs of the secret to the m of this Secrety Continuent or the Mote without that Borrower's concess.

so. If the loca secured by this Security Justin more is estimat to a less which some maximum lean charges. and that have a finally interpreted so that the extensi as other base abungs collected or to be collected in manacism with the base ed the parauted lumes, their to) may much her charge shall be unfined by the attacks increasing to telescate ou the miled limit, and thi any mane singuly collected data flavours which consided permitted from will be refunded to Derever. London hay chasse to make this reduced by sediming the principal aread under the Hele or by making a direct payment to Decrewer. If a reduced

REC 1120 741

LOAN MO. 000561056

SECOND HOME MIDER

THIS SECOND HOME RIVER is each on this 16th day of DECEMBER 1993 and is incorporated into and shall be decemb to assert and supplement the Mortgage, that of Trust, or Security Deal (the "Security Instrument") of the cases date given by the university of the Thomson," whether there are eath or more persons undersigned) to secure Borrower's Note to UNION EASE, A CALIFORNIA BARRING CORPORATION, 175 SUCCESSORS AND/OR ASSIGNS IN CORPORATION, 175 (the "Lander") of the secure date and covering the property described in the Security Subrement (the "Property"), which is incased at:

4230 MARKEN AVERUE, SACRAMENTO, CALLPORNIA 95822

[Property Address]

BY SIGNING SINLOW, Berrower accepts and agrees to the torus and provisions contained in this Second Mone Mider.

DANS Market Borren	BORIS HETSVI BOSTOWN
Borreer	(Shall) Barrower
- Barren	(Ann)
ACULTUSTATE SECOND HOLD SINCE SINCE Saudo Family -	findin No (BETERN PETERINE) Pom 200 pip



my FirstAm^e 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:	The state of the s				
Legal:	South Land Park Terrace 05 Lot 27		,				

Property Ch	aracteristics		<u> </u>	<u> </u>
Use:	Sfr	Year Built / Eff.: 1954 /	8q. 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 An	Ba:

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

Fig. is a calculation of Salo Price divided by Sq. Fool.

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%				

Property Profile

4230 Warren Ave, Sacramento, CA 95822

8/8/2020

Page 1 (of 1)



my FirstAm® 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:

Matsul Doris

Transaction Date:

05/15/2007

Sale Price:

Madu Dons

Recording Date:

06/13/2007

Sale Price Type:

Attorney Only

Recorded Doc #:

Document Type:

0613-0792 Deed Transfer Title Company: Vesting Type:

Revocable Trust

History Record # 2: SALE/TRANSFER

Buver:

Matsui, Doris

Seller:

Matsui Robert T

Transaction Date:

04/30/2007

Sale Price:

Recording Date:

08/13/2007

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:

Lender:

Union Bank Of California

Mortgage Term:

Document Type

Trust Deed/Mortgage

Vesting Type:

Loan Amount:

\$100,000

Mortgage Rate:

Borrower 1:

Matsul Doris

Borrower 2:

Matsui Robert T

Fix

Borrower 3:

Borrower 4:

Continued on next page...

History Record #4: **FINANCE**

Lender:

Mortgage Recording Date: 04/23/2001 Mortgage Transfer Type: Refinance

Mortgage Document #: 0423-0194 Mortgage Rate Type: Fix

Mortgage Term: **Document Type** Trust Deed/Mortgage **Vesting Type:**

Union Bank Of California

Loan Amount: \$50,000 Mortgage Rate:

Borrower 1: Matsul 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: Flx

Lender: Union Bank Mortgage Term:

Document Type Trust Deed/Mortgage **Vesting Type:**

Loan Amount: \$78,000 Mortgage Rate:

Borrower 1: Matsui Doris Borrower 2: Matsul Robert T

Barrower 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:

\$75,000 Loan Amount: Mortgage Rate: Matsui Robert T Borrower 1: Borrower 2:

Borrower 3: Borrower 4:

History Record #7:	SALE/TRANSFER		
Buyer:	Matsui Robert T	Seller:	Matsul 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:	



my FirstAm® Comparable Sales

4230 Warren Ave, Sacramento, CA 95822

Subject Property

APN	Property Address	Sale Price	Year Built	Beds	Baths	8q. Ft.	Rec. Date	Dist. from Subj.
016-0064-016- 0000	4230 Warren Ave, Sacramento, CA 95822		1954	3	2	1396		
parable Sale	8							
016-0091-010- 0000	1173 Brownwyk DR , Sacramento, CA 95822	\$474,500	1953	3	2	1412	05/29/2020	0.07 mi
016-0051-003- 0000	4140 Warren AVE , Sacramento, CA 95822	\$610,000	1954	4	3	1718	06/26/2019	0.07 ml
016-0063-003- 0000	4140 Mulberry LN , Sacramento, CA 95822	\$575,000	1953	3	2	1719	06/12/2020	0.07 ml
016-0084-022- 0000	4258 Warren AVE , Sacramento, CA 95822	\$510,000	1954	3	2	1643	10/30/2018	0.08 ml
016-0095-016- 0000	4271 Euclid AVE , Sacramento, CA 95822	\$600,000	1954	3	2	2176	02/06/2020	0.09 mi
016-0094-001- 0000	1176 Brownwyk DR , Sacramento, CA 95822	\$498,500	1954	3	2	1513	10/01/2019	0.10 mi
016-0052-003- 0000	4130 S Land Park DR , Sacramento, CA 95822	\$420,000	1950	3	1	1251	01/16/2019	0.11 mi
016-0041-009- 0000	4101 Mulberry LN , Sacramento, CA 95822	\$400,000	1954	2	2	1414	08/28/2019	0.12 mi
016-0065-011- 0000	4275 Warren AVE , Sacramento, CA 95822	\$400,000	1954	2	2	1395	02/15/2019	0.13 ml
016-0072-001- 0000	4400 S Land Park DR , Sacramento, CA 95822	\$764,500	1948	3	3	2591	09/26/2018	0.14 mi
018-0062-005- 0000	1116 La Jolla WAY , Sacramento, CA 95822	\$430,000	1964	3	2	1511	10/02/2018	0.14 ml
016-0094-004- 0000	4318 Euclid AVE , Sacramento, CA 95822	\$511,500	1959	3	2	1672	09/07/2016	0:14 mi
016-0042-038- 0000	4051 Warren AVE , Sacramento, CA 95822	\$813,500	1955	3	2	1478	07/22/2020	0.14 mi
016-0084-001- 0000	1130 Brownwyk DR , Sacramento, CA 95822	\$525,000	1953	3	2	2205	02/27/2019	0,14 mi
	016-0064-016- 0000 nparable Sale 016-0091-010- 0000 016-0051-003- 0000 016-0063-003- 0000 016-0095-016- 0000 016-0094-001- 0000 016-0065-011- 0000 016-0072-001- 0000 016-0084-004- 016-0084-004- 0000 016-0084-004- 0016-0084-001-	1016-0064-016- 10000 1173 Brownwyk DR , Sacramento, CA 95822 016-0091-010- 0000 1173 Brownwyk DR , Sacramento, CA 95822 016-0051-003- 016-0063-003- 0000 4140 Warren AVE , Sacramento, CA 95822 016-0084-022- 016-0084-022- 016-0085-016- 0000 4271 Euclid AVE , Sacramento, CA 95822 016-0094-001- 0176 Brownwyk DR , Sacramento, CA 95822 016-0052-003- 4130 S Land Park DR , Sacramento, CA 95822 016-0041-009- 016-0065-011- 0000 4275 Warren AVE , Sacramento, CA 95822 016-0072-001- 4275 Warren AVE , Sacramento, CA 95822 016-0072-001- 016-0072-001- 016-0072-001- 016-0072-001- 016-0084-004- 0000 4318 Euclid AVE , Sacramento, CA 95822 016-0094-004- 0040 4318 Euclid AVE , Sacramento, CA 95822 016-0094-004- 0060 1130 Brownwyk DR , Sacramento, CA 95822	1016-0064-016- 4230 Warren 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95822 \$511,500 1955 3 2 1478 07/22/2020 168-0086-001- 4400 \$1 Land Park DR , Sacramento, CA 95822 \$525,000 1955 3 2 2205 02/27/2019 016-0086-001- 1130 Brownwyk DR , Sacramento, CA 95822 \$525,000 1955 3 2 2205 02/27/2019

Comparable Sales

4230 Warren Ave, Sacramento, CA 95822

08/06/2020

Page 1 (of 3)

Subject Property

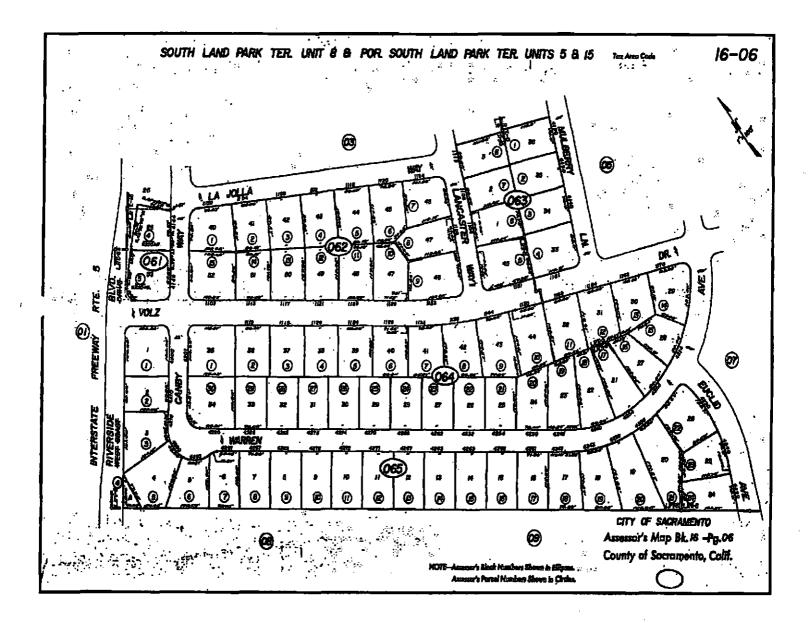
	APN	Property Address	Sale Price	Year Built	Beds	Baths	8q. FL	Rec. Date	Dist. from Subj
	016-0064-016- 0000	4230 Warren Ave, Sacramento, CA 95822		1954	3	2	1396		
Соп	nparable Sale	s							
0.	016-0033-004- 0000	4040 Mulberry LN , Sacramento, CA 95822	\$433,500	1959	3	2	1647	10/23/2019	0.15 mi
P.	016-0072-002- 0000	4410 S Land Park DR , Sacramento, CA 95822	\$700,000	1951	3	2	2166	06/14/20 19	0.16 mi
Q.	016-0032-004- 0000	4109 Canby WAY , Sacramento, CA 95822	\$585,000	1956	3	2	1532	06/05/2020	0.17 mi
R.	016-0085-008- 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 ml
т.	016-0103-015- 0000	4541 Hillview WAY , Sacramento, CA 95822	\$699,000	1952	3	2	1668	04/27/2020	0.19 ml
IJ.	016-0321-004- 0000	1161 Derick WAY , Sacramento, CA 95822	\$615,000	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 ml
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 ml
Y.	016-0061-005- 0000	4148 Canby WAY, Sacramento, CA 95822	\$1,262,500	1973	4	2	2099	07/01/2019	0.22 ml

	<u>Average</u> :	<u>Low</u> :	High:
ale Price:	\$575,500	\$400,000	\$1,262,500
an Amount:	\$431,652	\$158,500	\$621,000
drooms:	3	2	4
throoms:	2	4°	3
Ft.:	1695	1251	2591
le \$ / Sq. Ft.*:	\$340	\$320	\$487



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 4559 **Mednasday, JUN 13, 2007 10:41:17 RM** Ttl Pd \$12.60 Nbr-6084938280

REB/51/1-2

7447AF47A7

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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

Exemption: No Consideration No Tay D

Explanation: No Consideration, No Tax Due

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 14, 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

DOD'S MATEUT

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



REAL PROPERTY CONSOLIDATED TAX BILL

ANNUAL BILL TAX PERIOD 07/01/2004-06/30/2005 **FULL LEVY YEAR LEVY YEAR 2004**

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

Hours: 6:00 a.m. - 4:30 p.m. Mon. - Frl.

BILL DATE

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

PRINCIPAL RESIDENCE

				08/05/2	2020
				PROPERTY DI	ESCRIPTION
				SEC 2 KENWOOD	
BLOCK	DISTRICT	SUB	TAX QLABB	BOL #	ACCOUNT #
8	07	034	R038	24045405	00516700
RMATION		PROPERTY ADDRESS		REFUSE AREA	REFUSE UNITS
RSE	5	800 KENNEDY DR		R1L	1
	ASSESSMENT	RATE	TAX/CHARGE	"PER \$100 OF A	SSESSMENT
K	865,166 865,166	.1320 1.0090	1,142.02 8,570.64		
		323.0600	323.06		
CHG (RSFD)				865	166
	ACCECCLAENT	DATE			
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				CONSTANT YIELD R	ATE INFORMATION
	****		-500.35	COUNTY RATE OF 0.7:	34 IS MORE THAN
			9548.12	THE CONSTANT YIELD RATE OF 0.69	
			0	<u> </u>	<u>. </u>
Total App	usel Amount Duo		0.00	·	
	REAL RESE	8 07 IRMATION	8 07 034 PROPERTY ADDRESS FISH ASSESSMENT RATE 865,166 1320 (865,166 1.0090 323.0600 CHG (RSFD) ASSESSMENT RATE 57,777 1320 FISH 57,777 .7340	8 07 034 R038 RATE TAX/CHARGE 1320 1,142.02 1,42.02 1,42.02 1,275 10,048.47 1,42.02 1,42.02 1,048.47 1,42.02 1,42.02 1,048.47 1,42.02 1,42.02 1,42.03 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1,43.0600 1	BLOCK DISTRICT SUB

				RECORDS.



RETURN THIS PORTION WITH PAYMENT REAL PROPERTY CONSOLIDATED TAX BILL

TAX PERIOD 07/01/2004 - 06/30/2005 **FULL LEVY YEAR**

2	40454	05

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

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

ACCOUNT & **LEVY YEAR** 2004 00516700

 AMOUNT DUE
0.00

DUE AUG 31 2020 PLEASE INDICATE AMOUNT BEING PAID

AM	OUNT	PAID	
	1.		

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

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.

Saundra D. Boan Notary Public, District of Columbia Mr 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 - AMERICAN TARA TO MERCITA TORAN TO CONSTRUCT OF THE FOLLOWING

Sacramento County Recording
Craig A Kramer, Clerk/Recorder
BOOK 20070613 PAGE 0791

Check Number 4559 Hednesday, JUN 13, 2007 10:41:17 RM

REB/51/1-2

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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

SUBSCRIBED AND SWORN TO (or affirmed) on this 30 day of 40 day of 40 day of 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.

Notary Public

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

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

NOV 2 2005

SEAL

STATE REGISTRAR OF STAL RECORDS

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	Please Type or Print in Black indelible ink. Ensure All Copies Are Legible. State of Maryland / Department of Health and Mental Hygiene													
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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

Sacramento County Recording Mark Norris, Clerk/Recorder BOOK 20010717 PAGE

Tuesday, JUL 17, 2001

\$15.00

≇ 1405

TJN/12/1-3

Flag 447703

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

TAL Pd

	THIS SHORT FORM DEED OF TRUST ("Security Instrument") is made on <u>JUNE 28, 2001</u> by ROBERT T. <u>MATSUL AND DORIS MATSUL</u> HUSBAND AND WIPE A
IC	DINT TEMANTS
	dividually and collectively, the "TRUSTOR"), UnionBanCal Mortgage Corporation (the "Trustee") and Unionk of California, N.A. as the beneficiary (the "Lender").
	FOR THE PURPOSE OF SECURING the payment and performance of obligations described below, Trustovocably grants and conveys to Trustov, in trust, with power of sale, the following described real properties in ARCHARGEMENTO
423	O HARREN AVE (Street) <u>SACRAMENTO</u> (City) <u>95822</u> [Zip Coderoperty 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") deted the same date as this Security Instrument and in the principal sum of:

ONE NUMBER THOUSAND AND NO/100

Dollars(U.S.(\$ 1,00,000.00)

ONE MADRED THOUSAND AND NO/100 _____ Dollars(U.S.(\$__100,000.00 executed by ROBERT T MATSUL & DORIS MATSUL

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 fess, 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.

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If this box is checked, this Securic credit agreement (the "Agreement") dated that the Borrower may obtain credit advancements up to the available credit limit. The Agreement provides that to the ereborrowed. The unpaid balance under the zero. This Security Instrument will notwithstanding the fact that the balance that the interest rate may change, from the lindex described therein.	I the same date a inces, from time to The Borrower's c xtent the Borrow he Agreement ma I remain in full tounder the Agree	is this Security Instrument to time, after the date of credit limit is set forth as t wer repays such borrowe by vary, from time to time force and effect as se ment may be zero. The A	. The Agreem this Security In the "Note" among the moneys, the courty for the Agreement furt	ent provides nstrument in ount, above. hey may be certain cases Agreement ther provides
If this box is checked, this Sectorovides that the interest rate may characteristic in an index described therein.				
TRUSTOR COVENANTS that TRU right to grant and convey the Property a record. Trustor warrants and will defend subject to any encumbrances of record.	ind that the Prop	erty is unencumbered, ex	cept for encu	mbrances of
TO PROTECT THE SECURITY (Instrument Trustor expressly adopts and provisions set forth in that certain fictitios and as the instrument Number as follows:	agrees to perform as deed of trust re	m and be bound by each	and all of the	e terms and
County	Date	Instrument Number	Book	Page
SACRAMENTO	April 21, 1999	1999-04210643		
of the Official Records of the county recordinated on the following pages of this Security, in its entirety, is hereby adopted an all purposes as though fully set forth at it forth in the Fictitious Deed of Trust shall I in this Security Instrument. In the event of the provisions of the Fictitious Deed of will prevail and govern. Trustor requests that a copy of any Notice be mailed to Trustor at the Property Add different address in accordance with Section BY SIGNING BELOW, Trustor access.	curity Instrument ad Incorporated he length herein. All the construed to read conflict between Trust incorporate of Default and length and leng	("Fictitious Deed of Trust erein and made a part of till references to property, defer to the Property, obligation any provision of this Seed herein, the provisions of any Notice of Sale undertor has provided Lender surity instrument.	*). The Fictition is Security Institutions and particular instrument this Security at this Security with a written	ous Dead of strument for d parties set des set forth eant and any y Instrument y Instrument notice of a
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ROBERT T MATSUI	Trusto	oris Mattau	7.00	
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Non-Titleholder				

On JUL 2001 before me, DON A FORGING appeared REERT T ARTSU personally known to me - OR - proved to me on the basis of satisfactory eviden name(s) is/ere subscribed to the within instrument and acknowledged to me same in his/her/their authorized capacity(ies), and that by his/her/their signal person(s); or the entity upon behalf of which the person(s) acted, executed the WITNESS my hand and official seel. Notary Public Jon A. Forgione Notary Public District of Columbia My Commission Expires 12-14-04 State of Celifornia, County of Public District of Columbia My Commission Expires 12-14-04 State of Celifornia, County of Public District of Columbia My Commission Expires 12-14-04 Notary Public District of Columbia My Control of Columbia Notary Public District of Colu	a notary public, personally that he/she/they executed the ture(s) on the instrument the instrument.
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Jon A. Forgione	, <u></u>
Jon A. Forgione	
Notaky Public Notaky Public District My Commission Expires 12-14-64	
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REQUEST FOR RECONVEYANCE	
TO TRUSTEE:	
The undersigned is the holder of the note or notes secured by this Deed of together with all other indebtedness secured by this Deed of Trust, have been directed to cancel said note or notes and this Deed of Trust, which are delive without warranty, all the estate now held by you under this Deed of Trust to	paid in full. You are hereby red hereby, and to reconvey,
entitled thereto.	in person or persons regulty
Baneficiary Dated:	
· · · · · · · · · · · · · · · · · · ·	
Ву:	
Name:	
Title:	

/ Past American Title Company Lenders Advantage

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

757747

Sacramento County Recording Mark Norris, Clerk/Recorder BOOK 20010423 PAGE 0194
Honday, APR 23, 2001 8:40:21 AM
Ttl Pd \$15.60 BKC/68/1-3

SHORT FORM DEED OF TRUST
If either of the following baxes are checked, this
document secures a note which contains provisions for
a variable rate of interest 2 a revolving line of credit

AS JOINT TENANTS.	EED OF TRUST ("Security Instrument") is made on <u>APRIL 17, 200</u> by <u>ROBERT T. MATSUI AND DORIS MATSUI, HUSBAND</u>	
AD UVANA ARMANAD.		
	, the "TRUSTOR"), UnionBanCal Mortgage Corporation (the "Trust he beneficiary (the "Lender").	ee") and Union
FOR THE PURPOSE O	F SECURING the payment and performance of obligations described	holoss Tours
irrevocably grants and conviocated in SACRAMENTO	eys to Trustee, in trust, with power of sale, the following describe County, California and which has	d real property
irrevocably grants and conv located in <u>FACENMENTO</u> 4230 WARREN AVENUE	eys to Trustee, in trust, with power of sale, the following describe County, California and which has	d real property
irrevocably grants and conv located in <u>SACRAMENTO</u>	eys to Trustee, in trust, with power of sale, the following describe County, California and which has	d real property the address of
irrevocably grants and conviocated in <u>SACRAMENTO</u> 4230 WARREN AVENUE ("Property Address"):	eys to Trustee, in trust, with power of sale, the following describe County, California and which has	d real property the address of

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 shell 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:

#IFTY TROUSAND AND NO/100

Dollars(U.S.(\$ 50,000.00)

executed by ROBERT T MATSUL & DORIS MATSUL

(the "Borrower") in favor of Lender. The Note evidences a loan (the "Loan") made by Lender to Borrowar. 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) 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 Securit credit agreement (the "Agreement") dated that the Borrower may obtain credit advacamounts up to the available credit limit. The Agreement provides that to the exreborrowed. The unpaid balance under the zero. This Security Instrument will notwithstanding the fact that the balance that the interest rate may change, from tillndex described therein.	the same date ances, from time to the Borrower's content the Borrower and Agreement maremain in full under the Agree	s this Security Instrument, to time, after the date of the continuity is set forth as the continuity of the continuity o	. The Agreem this Security In the "Note" among the moneys, the and may in courity for the agreement furti	ent provide: nstrument in bunt, above ney may bo ertain case: Agreemen her provide:
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TO PROTECT THE SECURITY Of Instrument Trustor expressly adopts and provisions set forth in that certain fictitiou and as the Instrument Number as follows:	agrees to perforr	n and be bound by each	and all of the	terms and
County	Date	Instrument Number	Book	Page
SACRAMENTO	pril 21, 1999	1999-04210643	· · · · · · · · · · · · · · · · · · ·	
of the Official Records of the county recordinated on the following pages of this Sec Trust, in its entirety, is hereby adopted an all purposes as though fully set forth at I forth in the Fictitious Deed of Trust shall be in this Security Instrument. In the event of the provisions of the Fictitious Deed of will prevail and govern.	curity Instrument d incorporated he ength herein. All se construed to re of conflict between	("Fictitious Deed of Trust arein and made a part of the I references to property, of efer to the Property, obligation any provision of this Se	"). The Fictition is Security Instabligations and partitions and partitions are partitions. The security Instruments of the security Instruments."	ous Deed o strument fo d parties se ies set forth ent and any
Trustor requests that a copy of any Notice be mailed to Trustor at the Property Add different address in accordance with Section	ress unless Trus	tor has provided Lender v	er this Security with a written	y Instrumen notice of
BY SIGNING BELOW, Trustor accellinstrument and the terms and provisions of	pts and agrees to the Fictitious De	the terms and covenants ed of Trust incorporated h	contained in the contains	this Securit
Trustor Claudo. Waters ROBERT T MATEUR	Trusto	MATEUI COLUM		
Non-Titleholder Consent To Lien The undersigned non-title holder joins in to community property interest of the undersity of Trust.				
Non-Titleholder				

State of California, County of 5'A CRAMENTO
On APPLL 19,2001 before me,
WITNESS my hand and official seal. B.M. M.C. CULLOUGH COMM. #1148955 NOTARY PUBLIC CALIFORNIA SE SACRAMENTO COUNTY My Commission Expires AUGUST 13, 2001
State of California, County of
On 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:
Ву:
Name: Title:

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NAMO .	GACRAMENTO SA!	VIREGO BARK	•	7 2 2 3 3	ALIEN CHRIS S. P. I.	
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	Baconnecto, CA SI	5065		_		
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1	ESCRON NO. 2863	153K	DEED OF		LINE FOR RECORDER'S USE	
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;	note dated the same de	to as this Geoustry Inc	Delian Humani ("Note"),	(ILS), \$75,000,00 which provides for monthly pe		at paid certice
	dus and payable on repayment of the date o		1 2022	This fit of renewals, extending gal	dustry instrument common to is	maiara (b) (ibo
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CALIFORNIA-Gingle Family Family Manifreddia Mae UNIFORM DESTRUMENT

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UNIFORM COVENANTS. Borrower and Lander covenant and agree as fallows:

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

2. PURIDE FOR TAXES AND MISURANCE. But just to applicable law or to a critism water by Landar, Sorrower shall pay to Landar on the day monthly payments and desergements within they state paddle over the Security instrument on a lian on the Property; (b) yearly lastened payments or ground rents on the Property; (c) yearly lastened or property insurance premiume; (d) yearly lastened or property insurance premiume; (d) yearly lastened or property insurance premiume; (d) yearly lastened or property insurance premiume. If each distance of payment of payment of rentrance premiums. If each of any sums physics by Someway to Landar, in acceptance with the provisions of payments 3, in lieu of the payment of rentrance premiums. These terms are eated "Secrety Items". Landar may, at any time, collect and half funds in an ensure the federal Real Estate Settlement Procedures Act of 1974 on control from time to time, 12 U.S.C. 2801 at any PREPA"), unless another law that applicate the control of Fands due on the basis of current data and responsible estimates of expenditures of feature Emplicate true.

The Funds shall be held in an institution whose disposits are insured by a faderal agency, instrumentality, or entity finaluding Landar, if Lendar is such an institution) or in any Federal Home Loan Bank. Lendar shall apply the Funds to pay the Essaw Itams, Lendar may not charge Genomer for helding and applying the Funds, annually enalyzing the seasons account, or verifying the Essaw Itams, Lendar may not charge Genomer for helding and applying the Funds, annually enalyzing the seasons account, or verifying the Essaw Itams, Lendar may require Seasons to pay a charge of the interest as the Funds and applicable few provides under the interest of the interest of the funds an agreement is made or applicable few requires observed to be paid, interest shall be paid on the Funds. Seasons and Lendar shall give to Stonewer, without charge, an annual accounting of the Funds, showing and the state debtts to the Funds and the purpose for which each debt to the Funds. The Funds are placed as additional accusive for all seasons absence by 6th Stouries Institutement.

If the Punds held by Lander exceed the emounts permitted to be held by applicable lew, Lander shall execute to Bernswer for the exceede funds in accordance with the requirements of applicable law. If the encount of the Funds held by Lander at any time to not sufficient to pay the Eurow items when due, Lander may so notify the Borrower in writing, and, in such case Borrower shall pay to Lander the emount measures to aske up the deficiency. Borrower shall make up the deficiency to not true then twelve monthly payments, at London's sufa discontion.

Upon payment in full of all survey excured by this Security Instancent, Lander shall promptly refund to Borrower any Pundo held by Lander.

If, under paragraph 21. Lander shall engains or cell the Property, Lander, prior to the engalstition or cell apply any Fundo held by the Lander at the Unas of engalstition or cells as a credit against the sums secured by this Security Inspansant.

- 3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Londer under paragraphs 1 and 2 shall be applied: Bits, to any propayment changes due under the Note; excend, to assume payable under paragraph 2; third, to interest due; fourth, to principal due; and feart, to any late charges due under the Note.
- 4. CHARGER; LIBMS. Berrower shall pay all taxes, exceptuals, charges, fines and impeditions statisticately to the Property which may attain priority over this Security instrument, and impeditely payments or ground rente, if any, Semeser shall pay these obligations in the manner provided to passagraph 2, or if not paid in that manner, Borrower shall pay them on time discounts the payments depends owed payments. Somewer shall promptly fund in to Lander all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly fundant to Lander exclude evidencing the payments.

Borrower shall promptly discharge any lies which has priority over this tisourity instrument unless Borrowen (a) agrees in writing to the payment of the disignition escured by the lien in a manuer acceptable to Lender; (b) contrain in good faith the lien by, or defends against enhancement of the lien by, legal proceedings which in the Lender's splates operate to present the enforcement of the lien or (a) accuracy from the holder of the lien en agreement extinctory to Lender authoritizing the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may ettain priority over this Security Instrument, Lieder may give Between a notice identifying the lien. Someway that satisfy the lien or take one or more of the authors set toth about which 10 days of the giving of pation.

5. HAZARD OR PROPERTY DESURANCE. Sorrower shall keep the improvements now existing or hematics created on the Preparty Insured against loss by fire, hazards included within the term "extended coverage" and any other hematic, including flunds or flooding, for within Lunder requires. This insurance shall be maintained to the attended and for the periods that Lunder requires. The insurance carrier providing the insurance that he chosen by Sorrower subject to Lander's approval which shall not be unconnectely withinkin. If Sorrower falls to contain notwards described above, Lander's option, obtain coverage described above, Lander's approval with constant and in the Property in exceedance with constant.

All immerces policies and renoweds shall be acceptable to Lander and shall brokeds a stretch contagge clause. Lender shall have the high to half the policies and renewab. If Lander requires, Sorrower shall promptly give to Lander all readphs of paid premisers and renewab notices, in the event of less, Sorrower shall give prompt notice to the insurance senter and Lander. Lander may make proof of loss if not made promptly by Sorrower,

Unious Lander and Borrower otherwise agree in writing, insurance proceeds shall be expliced to restoration or repair of the Propercy damaged, if the restoration or repair is accommodify describe and Lander's escurity is not leadered. If the restoration or repair is not economically describe or Lander's economically describe or Lander's economic would be leavened, the insurance proceeds shall be applied to the name secured by this Security leatment, whether or not then due, with any accesse paid to Borrower. If Borrower absolutes the Property, or does not answer within 80 days a notice from Lander that the frequency carrier indee offered to exists a claim, then Lander may collect the Insurance proceeds. Lander may use the proceeds to repair or sectors the Property or to pay aums experted by this Ensuity instrument, whether or not then due. The 30-day paried will begin when the notice is given.

Unless Lander 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 emount of the payments. If under paragraphs 21 the Property is cogilist by Lander, iterrower's right to any insurance policies and proceeds resulting from demage to the Property prior to the cognisition shall pass to Lander to the quies seems as a secure of the paragraphs.

- 8. OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; SORROWER'S LOAN APPLICATION; LEASENGLOS. Borrower shall occupy, sutablish, and use the Property as Borrower's principal residence within elacty days other the execution of this Becurity instrument and shall continue to campy the Preparty as Borrower's principal residence for at baset one year effect the date of occupancy, unless Lander otherwise agrees in witing, which consent shall not be unreasonably withhold, or unless estimating drawmentous safet which are beyond Borrower's contract Serrower shall not desire, damage or impair the Property, slow the Property to deteriorate, or commits wente on the Property. Borrower shall be in default for strictles entire or proceeding, whather shall or edulard, it began that in Lander's good faith judgement could main in fortalisms of the Property or otherwise materially impair the lion created by the Security instrument or Lander's escurity interest. Borrower shall sto set in default if Borrower, during that, in Lander's good faith determination, precludes fortalisms of the Borrower shall sto be in default if Borrower, during the team explication process, gave materially faither or franculate Information or statements to Lander for falled to provide Lander with any castellal information to connection with the lean evidenced by the Note, including, but not institute to, representation connecting Borrower's couplancy of the Property or a principal residence. If this Security Instrument is on a installed to, representation connecting Borrower's couplancy of the Property or a principal residence. If this Security Instrument is on a installed to, representation connecting Borrower's couplancy in wilding.
- 7. PROTECTION OF LENDER'S MIGHTS IN THE PROPERTY. If Borrower fells to perform the covanishe and agreements certained in this Security Instrument, or these in a legal proceeding that two significantly effect Lender's rights in the property feach se a proceeding in borizophy, probate, for condemnation or to enforce have or regulations), then Lender may do end pay for whetever is necessary to protect the who of the Property and Londer's rights in the Property and Londer's rights in the Property and Londer's rights in the Property over this Security Instrument, appearing to cour, paying resconded externage's fees and entaring on the Property to make repairs. Although Londer may take earlies under this paragraph 7. Londer does not leave to doe.

Any emounts disbursed by Lander this paragraph 7 shall become additional dailst of Borrower ascured by this Security Instrument.

Unless Borrower and Lander agree to other terms of payment, these emounts shall beer inserest from the date of disbureament at the Note raise and shall be payable, with Interest, upon notice from Lander to Borower requesting payment.

- 3. MORTGASE HEIURANGE. It Lender required mortgage increases as a consistent of making the loan ecoursed by the Security between Borrover shall pay the premiums required to making the mortgage increases to effect, it, for any reason the mortgage incurance coverage required by Lender lapses or occase to be in effect, Someour shall pay the premiums required to date in occurage experiments predougly in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance predougly in effect, from an elements mortgage insurance coverage is not smaller, Borrower shall pay to Lender each month a sum equal to one-twelfith at the yearly mortgage insurance premium being paid by Borrower when the insurance coverage impact or occased to be in effect. Lender will enough, use and retain these payments as a leas reserve in Reu of contragge insurance. Lever nearry payments reay no longer be regime, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lander required or expensely mortgage because every the contrage insurance of the period that Lander expensely mortgage insurance coverage (in the amount and for the period that Lander expensely to maintain mortgage because ends to accordance eveleted to maintain mortgage because on effect, of the provide a leas reserve, until the equirement for mortgage insurance ends to accordance with any written agreement between Bonrower and Lander or applicable liter.
- 9. INSPECTION. Lender or his agent may make responsible entries upon and happendons of the Property. Lender chall give Borrower notice at the time of at prior to an improvious specifying reasonable sause for the Stapendon.
- 10. COMMENSATION. The proceeds of any exist or claim for dimagnit, direct or consequential, in connection with any conformation or other tables of any part of the Proporty, or for consequent in few of conformation, are bankly assigned and shall be paid to Lender,

In the event of a total triding of the Property, the processes shall be applied to the source secured by this Security Instrument, whether or not then due, with any accesses paid to Storrower, in the event of a partial triding of the Property in which the fair smarket value of the Property Instruments before the taking, in state Security before the taking, instant Storrower and Lander otherwise agree is writing, the sums accused by this Security Instruments shall be reduced by the encount of the sums accused by this Security Instruments about the property the following fraction: (a) the total annuals of the sums accused framalizately before the taking, of which by the fair results value of the Property Instruments taking, Any before that taking be less than the secure of a partial shifting of the Property in which the fair market value of the Property instruments whether the taking is less than the annuals of the sums assured insteadies before the taking is less than the annuals of the sums accused insteadies before the taking in less than the annuals of the sums accused insteadies applied to the sums assured by this Security instrument whether or not the same are then due.

If the Property is ghandened by Bonouver, or II, after notice by Lander to Botrower that the condennor offers to make an errord or entile a claim for demagns, Somewer falls to respond to Lander within 30 days after the date the notice in given, Lander in entitletand to collect and apply the proceeds, at its applier, either to restocates or regain of the Property or to the curve secured by this Society Instrument, whether or not then due.

Union Lander and Screener otherwise agree in willing, 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 RELEABED: PORBEARANCE BY LENGER NOT A WAIVER. Betendion of the time for payment or modification of emergence of the nume secured by this Security intermed by Lender to pay expenses in interest of Borrower shall not operate to release the liability of the original Borrower or Sections's emergency in interest. Lender shall not be required to commence presentings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the extend by the General by treatment by reason of any demand made by the anighed Borrower or Borrower's expenses in interest. Any forbearshop by Lender in emericing any right or remady shall not be a waiver of or products the assists of any right or remady.
- 12. SUCCESSORS AND ASSIGNS BOUND; JOST AND SEVERAL LIABILITY; CO-RIGNERS. The coverages and agreements of this Scientify instrument shall bind and inmells the successors and assigns of Lander and Borrower, subject to the provisions of paragraph 17. Softwar's coverages and agreements shall be joint and several. Any Softwar who do-signs this Security instrument but does not assorte the fibracter is no everying this Security Instrument only to mortgage, great and convey that Borrower's Interest in the Property under the terms of the Security Instrument; in the property under the Lander and any other Borrower many agree to extend, modify, forbest or make any accommodelions with regard to the terms of this Security Instrument or the Note without that Sorrower's control.

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- 13. LOAN CHARGES. If the lean second by the Security Instrument to subject to a law which sate maximum tean shapes, and that low is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the han exceed the powerful limits, then: by any such loan charge shall be reduced by the present received the charge to the parented limits, then: by any such loan charge shall be reduced by the present inspects to the charge to the parented limits and limits will be refunded to Borrower. Lander may choose to make this reducing the principal owed under the Note to by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a payid propagatent without any propagatest charge under the Rose.
- 14. NOTICES. Any notice to flavourer provided for in this Sectivity instrument shall be given by delivering it or by imiting it by first close mail unless applicable has requires use of another method. The notice shall be directed to the Property Address or any other address Secrewar designates by notice to Lander. Any notice to Lander shall be given by first close shall be Lander's address special dysain or any other address Lander designates by notice to Secrewar. Any notice provided for in this Security Sections to the designates by notice to Secrewar. Any notice provided for in this Security Sections to the designates by notice to Secrewar.
- 15. GOVERNING LAW; SEVERABLITY. This Security businesses shall be governed by federal lew and the law of the judgicion in which the Property is located, in the event that any provision or discuss of this Security instrument or the Note coefficits with applicable low, such conflict shall not affect other provisions of this Security instrument or the Note which can be given affect without the conflicting provision. To this and the provisions of this Security instrument and the Note ore declared to be severable.
 - 16. BORROWER'S COPY. Benower shall be given one conformed copy of the Mote and of this Security luminoses.
- 17. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER. It all or any part of tim property or may interest in it is sold or transferred (or it a bandlelet interest in florrower is sold or transferred (or it a bandlelet interest in florrower is sold or transferred (or it a bandlelet interest in florrower in the sold or transferred (or it a bandlelet interest in florrower). Lender it is applied by the second by the second in the sold or the date of the date of the date of the date of the second interest.
- If Londer extendings this option, Lander shall give Bostower series of acceleration. The notion shall provide a peciad of not have then 30 days from the days the notice is delivered as engined within which Remover must pay all sums account by this Security Instrument. If Secretary fails to pay these sums prior to the expisation of this period, Lander may install any remedies permitted by this Security Instrument without further notice or demand on Secretary.
- 18. SCRROWER'S REST TO REJISTATS. If Betrover musts certain conditions, Somewar shall have the sight to have enformement of this Security Instrument discontinued at any time prior to the scriber of bit it days for such other period as applicable law may specify for reinstatement) before eats of the Property pursuant to any power of sale contained in this Security Instrument; or (i) early of a judgment extending this Security Instrument. Those conditions are that Borrower (a) purps Leader all sums which then would be also under this Security Instrument and the little at if no acceleration had coourned; (b) corns any default of any other consequence of appearance incurred to extend the security instrument, including, but not limited to, researchie attermers! Insert and the law at the Security instrument, Lander's algebra in the Property and Somewer's obligation to pay the sums secured by this Security instrument and the obligations assured bandsy shall continue exchanged. Upon reinstatement by Somewer, this Security instrument and the obligations assured bandsy shall continue exchanged. Upon reinstatement by Somewer, this Security instrument and the obligations assured bandsy shall compared the property in the case of acceptagion under paragraph 17.
- 19. GALE OF NOTE; CHARGE OF LOAN GERVICER. The Note or a partial interest in the Note (tagether with the Geomity (netroment) may be ented one or more times without prior notice to Borrower. A sale may result in a change in the entity (neuron as the "Loan Gerstaer") that collects monthly payments the under the Note and this Geomity Instrument. There also may be case or more changes of the Loan Bersteer standards to a sale of the Note. If there is a change of the Loan Servicer, former with be given worker notice and the change in succeptance with paragraph 14 ghove and applicable law. The notice will star the manus and eithers of the restricter and the oldrings to which payments should be made. The notice of she contain any other information required by enginesis have.
- 20. MAZARDOUS SUBSTANCES. Becover stud not cause or points the presence, use, disposed, storage, or release of gay Hexardous Substances on or in the Property. Berrower shall not do, nor slow engage due to do, enything effecting the Respecty that is in Valetion of any Environmental Law. The preceding two centences shall not apply to the preceding, use or singup on the Property of small quantities of Hexardous Substances that era generally recognized to be appropriate to normal residential uses and to indictances of the Property.

Barrower shall promptly give Lander written action of any investigation, cishn, demand, hawarit on other action by any governmental or regulatory agency or private party investigation and any Hazardous Substance or Environmental Law of which Barrower has actual knowledge. If f —were terms, or is notified by any governmental or regulatory distinctly, that any removal or other remedication of any Hazardous Edus ance effecting the Property is necessary. Borrower shall productly take all necessary remedical actions in accordance with Environmental Law.

As used in this paragraph 20, "Hapardous Bulgareaus" are those substances defined as tenic or tenardous substances by Environmental Low and the infloming substances; genetics, tenocone, other financials or tenic paragraph and harbicides, votetile columnia, metada's containing substances from the physicides, and replicative materials. As small in this paragraph 20, "Emiroremental Low" means federal lows and leave of the juriculation where the Property is located that relate to Scalin, extery or emiroremental protection.

NON-UNIFORM COVENANTS. Bustomer and Lender further appearant and agree on fallows:

21. ACCELERATION; REMEDIES. Lender shall give notice to borrower prior to acceleration following itensemble breach of any coverant or agreement in this Security Instrument (but not prior to acceleration tenter prangraph 17 unless applicable law provides otherwise). The eclos deal specify: isl the default; (b) the action required to cure the default; (d) a data, not less than 30 days from the data the action is given to itensew, by which the default count be cured; and (d) that failure to cure the default on or before the data specified is the notice may maint in association of the cures counted by this Security Instrument and able of the Property. The action shall further inform Secretary of the eight to reinseless after acceleration and the right to bring a count action to accelerate or any other default of the confection and tale. If the default is not desait on the time date specified in the notion, Lander at its option may require immediate payment in full of all sums associated by the General institute technique the default of an any street the payer of site and any other remediate payment of a specifical to. Lander shall be entitled to collect all expenses becaused by payments the remediate provided in this paragraph 21, beduing, but not itselfed to, reasonable streets in seal costs of title entitled to.

COORD-MAN 404-91) 466 - GARLEN GEGERLED CHLY

If Londer Involution me pour of sale, Lander shell execute or seuter Trustee to exhibit a written nation of the occurrence of an event of default and of Lander's election to excess the Property to be said. Thurstee shall occuse this notice to be mounted in such county in which any part of the Property is located. Lander or Treates shall reall copies of the motion as prescribed by symbolish law to Economic and to the other persons prescribed by applicable law. Treates shall give public nodes of side to the persons and in the memory prescribed by applicable true. After the time required by applicable few, Trustee, without demand on Borrower, that well the Property at public sundon to the highest bidder at the time and place and under the teams designated in the notice of acts in one or more parents and in any order Trustee determines. Thestee may postpone sale of all or any parcel of the Property by public encouncement at the time and place of any proviously exhacited wis. Lender or he designes may purchase the Property at any citie.

Trustee that deliver to the purchaser Trustee's clear occupying the Property without any comment or warrenty, expressed or implied. The recitals in the Tenter's dead that he prime facts evidence of the truth of the etstements made therein. Thurston that apply the proceeds of the sale in the following enters (c) to all expenses of the sale, busineling, but not limited to, remember Trustes's and attenuate feet (b) to all stone cantred by the Samurky Instrument; and (a) any excess to the paratic or persons tagelly artified to it.

22. RECONVEYABLE. Upon payment of all come encured by this Country beatsument, Lander shall request Trustee to recovery the Property and disil expension this Security Instrument and all notes existending debt secured by this Security Instrument to Trustee. Trustee shall receiver the Property without warranty and without oberge to the person or persons legally entitled to it. Such person or persons shall pay any receivation costs.

23. SUBSTITUTE TRUSTES. Leader, at its option, may from time to time appoint a successor trustes to any Trustee appainted hereunder by an instrument executed and acknowledged by Lander and recorded in the office of the Recorder of the distiny is which the Property is teneded. The Instantant shall destrict the same of the original Lander, Trustes and Betrower, the book and page where this Security instrument is recented and the name and address of the successor trustee. Without correspond of the Property, the successor frustee shall exocoud to all the title, powers and duties conferred upon the Trestee herdin and by applicable law. This procedure for substitution of trustee shall govern to the emission of all other provisions for exterifution.

24, RECURRET FOR MOTICES. Bossower requests that copies of the notices of defect and sale ha next to Bossower's affirms which is the Property Address.

28. STATEMENT OF OBLIGATION FEE. Londer may collect a fee not to exceed the sessimist amount permitted by law for furnishing the eleterant of obligation as provided by Section 2942 of the Civil Code of California.

20. HIDERS TO THIS SECURITY UNSTRUMENT. If one or more riders are executed by Common and seconded impairs with this

Bedurity tretrumes coverients and agr (Check acclicable)	venicity of this Security Instrument	each each rider shall be theorperated into as if the rideria) were a part of this Securi	şan arışı gening şiri şepşanosın viv İy İsalicansai.
	Admentio Reto Rider	Condominium Rider	1-4 Family Rider
	Graduated Perement Rider	Planned Unit Development Alder	Www.eldy Perpension Ridder
	Relicen Alder	State Improvement Fider	Second Home Rider
	Otherial incestivi		
	SELUW, Consuler espapes and agrey Sections and agrey Sections and recorded with it.	ses to the tenno and povengate contained	in this Websity instrument and in any
Minappoor:		ROBERT T. MATEU	De Falls med
	· · · · · · · · · · · · · · · · · · ·	DORES MATRIE	Monower - Monower
COUNTY OF	California Secremento)) \$6	1803
On this_	<u>21st</u> day of <u>February</u>	uary , in the year	 _
before me	M. Long-Holson	, personal	lly appeared
name (s) A	#/are subscribed to the	ui , phisonal instance to be within instrument and aci his/her/their authorized (a) on the instrument the p	consecued to me that capacity (ies), and

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 I Bigmature 7

ROOX	Ac. a. I
RECORDING PROUMSTED BY GHIGASO TITLE COMPANY AND VOKEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE INSTRUCTED, MAIL TAX SYATEMENT TO:	-4 2,197 SACREMENTO COUNTY, CALIF. 89 APR -4, PH 3: 50
ANAME Robert T. Material ANAME C/O U. S. Pederal Building 650 Capitol Hall, 8th Ploor Segremento, CA 95814	COUNTY CLES - RECORDER 69861 FEE
Title Order No. 260920K -R8 Escrew No. 260920K MATSUI QUITCLAI The undersigned declares that the documentary transfer lax is [X] computed on the full value of the interest ar property on	M DEED FINANCINU PUE POUE \$ 5
computed on the full value less the value flant or encuming the undersigned declares that the city/county transfer tax is	
The land, tonomenta or really is located in	
YASUJI MATSUI, an unmarried man	
do(es), hereby remise, relette, and forever quitchim to ROBERT T. MAISVI AND DORIS MATSVI, HUSBAND A	MD VIPE. AS JOINT TEHANTS
the following described real property in the County of Secremento , State of California: OTTY OF SACRAMENTO	
LOT 27, AS SHOWN ON THE "PLAT OF SOUTH LAND 32 OF MAPS, MAP NO. 33, RECORDS OF SAID COUN	
Dated March 29, 1989	Morry Miles
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Boston National Title Agency 473 NW Prima Vista Blvd Port St Lucie, FL 34983

Return To: Citibank, N.

Attn: Document Processing

P.O. Box 790021

St. Louis, MO 43179-0021

MONTGOMERY COUNTY, MD APPROVED BY

Prepared By: Citibank, N.A. 1 Court Square Floor 20

Long Island City, NY 11120

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DEED OF TRUST

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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 tenents 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 Cltlbank, N.A.

Lender is a Corporation organized and existing under the laws of the United States 001124413744 MARYLAND-Single Family- Fannie Mae/Freddle 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

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 (D 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

Citibank 3.2.111.27 MARYLAND-Single Femily- Fande Mac/Freddie Mac UNIFORM INSTRUMENT WITH MERS
VMP RAA(MD) (1208).00 Page 3 of 16 Initials (872 QV D) 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:

I. 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 cashler'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, Feas, 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 001124413744

001124413744 MARYLAND-Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

VMP * SA(MD) (1208).00 Page 4 of 15 Initials (C N CHA DN) Form 3021 1/01

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 Punds 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 flen 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 restored.

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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VMP R-6A(MD) (1306).00 Page 7 of 16 Indias 65 Page 7 of 16 Page 1 1/01

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 Mortgago 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 uncarned 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 Walver. 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

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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 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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VMP RSA(MD) (1308).00 Page 10 of 18 Indian CAM AUG. JU Form 3021 1/61

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 sitent, 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 scheck, 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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MARYLAND-Single Femily- Fannie Mee/Freddie Mac UNIFORM INSTRUMENT WITH MERS
VMP R-GA(MD) (1308),00 Page 11 of 16 Indian CL** CM* Form 3021 1/01

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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VMP REA(MD) (1908).00 Page 12 of 18 Initial Res. Form 3021 1/01

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 recitnis in the Trustee's deed shall be prime facic 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 sams 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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MARYLAND-Single Femily- Fannie Mae/Freddie Mec UNIFORM INSTRUMENT WITH MERS

VMP R-6A(MD) (1808).00 Page 13 of 16 Initial Page 12 of 16 Form 3021 1/81

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:

Olor	1 M	
	Brian Matsul	(Seal) -Berrower
	Any Materi	(Seal)
•	·	(Seal) -Borrower
	Doris O. Matsul as Truster of the Matsui Revocable Living Trust dated May 15, 2007 and subject to Pirst Amendment to the Matsul Revocable Living Trust dated Matsui Revocable Living Trust Dated May 31, 201 (Sign Orig	(Seal) -Barrower

STATE OF MARYLAND,

County 10: Monda mos

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 theory personally appeared Bran Marsui, Army Marsui and Don's Marsui

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

DOUGLAS ANTHONY HUNT Notary Public-Maryland Prince George's County
My Commission Expires
April 05, 2020

state of Florida	,	Steuns
I Hereby Certify. That on this	2nd	day of Februar 2012 before me

a Notary Public of the State of Florida personally appeared State Of It

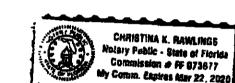
day of Faternance, 2013, before me, the subscriber, and for the Costs of States.

County ss:

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 scal.

My Commission Expires:



This is to certify that the within instrument was prepared

DAWN WEST SON CITIBRANK

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

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MARYLAND-Single Family- Fernile MassFreddle Mac UNIFORM INSTRUMENT WITH MERS
VMP R5A(MD) (1909).00 Page 15 of 16

Maryland Lender	and Originator Disclosures
Instructions: Insert the names and address: Lender Citibank, N.A. 1000 Technology Drive O'Fallon, MO 63368-2240	es of the Lender and Borrower. Insert the property address. Borrower Brian Matsui, Amy Matsui 5800 Kennedy Drive Chevy Chasa, MD 20815-
Property Address \$800 Kennedy Dr CHEVY CHASE, MD 20815-5528	
	censee Information
	d originators should complete the blanks in this area. Maryland need to sign this form. If you are not attaching a security
Maryland Mortgage	Maryland Mortgage Loan
Lender Name	Originator Name
Maryland Mortgage	Maryland Mortgage Loan
Lender License	Originator Liceose
Number	Number
	Affidevite
	s document to a security instrument for filing, complete the Check the box(es) that apply, complete the applicable blanks,
	curity instrument, the term "Loan" means the mortgage loan you are not attaching this document to a security instrument, led at liber/book, page
Affidavit of Individual Mortgage I	oan Originator , whose address is hereby affirm under penalties of
	ited the Loan and, in connection therewith, I am exempt from Institutions Article, §§11-601 through 11-618. Annotated
i SOLEMNLY AFFIRM under penalties of foregoing paper are true.	perjury and upon personal knowledge that the contents of the
Signature	Date
Print Name	
Print Name	
Application No. (ID1124413744	Account No. 1124413744
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Affidavit of Lender	hereby office under negative of pertury that I am
the of	, hereby affirm under penalties of perjury that I am
ms oı _	("Lender") that made the Loan. The
Lender's address is set forth above. I am dul-	y authorized by the Lender to execute this Affidavit. The
	mpt from the licensing requirements under the Financial
Institutions Article & § 11-501 through 11-524.	
I SOLEMNLY AFFIRM under penalties of per	rjury and upon personal knowledge that the contents of the
foregoing paper are true.	
Signature	Date
Print Name	Print Title
X VINGSAR OF FEDGER (OF UR OMA DEUST	and on behalf of its employee who originated the Loan)
, Kathy A. Timken	, hereby affirm under penalties of perjury that I am
the <u>Vice President</u> of <u>C</u>	, hereby affirm under pecalties of perjury that I am itibank. N.A. ("Lender") that made the Loan. The
ander's address is not both above. I am daily	y authorized by the Lender to execute this Affidavit. The
	mpt from the licensing requirements under the Financial
	Annotated Code of Maryland, The employee of the Lender
	icensing requirements under Financial Institutions Article,
§ 11-601 through 11-618, Annotated Code of	
33 11-001 mitodBit 11-010, Amitotates Code of	may june.
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Print Name Kathy A. Timken	Print Title Vice President
Affidavit of Mortgage Broker (on beh	alf of its employee who originated the Loan)
	, beceby affirm under penalties of perjury that I am
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	("Broker") that brokered the Loan. The
Broker's address is	
am duly authorized by the Broker to execute the	is Affidavit. The Broker's employee,
	, is the individual who originated the Loan. The
mployee, in connection with the Loan, is e	exempt from the licensing requirements under Financial
nstitutions Article §§ 11-601 through 11-618,	Annotated Code of Maryland.
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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

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Exhibit "F"

NO CONSIDERATION DEEL

THIS DEED made this day of Special 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"):

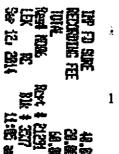
This instrument is a No Consideration Deed. The instrument is for estate planning purposes only, transfers property held by a wife as the surviving tenant by the entirety of the property after her husband's death to the wife as trustee of wife's revocable living trust, and is not subject to transfer 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.

2014 SEP 12' AM 11: 95

WITNESSETH

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 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:





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.

AS WITNESS the hand and seal of the Grantor, the day and year first above written.
WITNESS:
Clare F. Chmiel Du O Mother
DORIS O. MATSUI
DISTRICT OF COLUMBIA: ss
I, Susannih Campio, a Notary Public in and for the jurisdiction aforesaid, de
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 Splank 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 Section 2014.
Susannah Cannon Hotary Public, District of Columbia My Commission Expires 12/14/2016 tary Public
My Commission Expires:
4 4 4

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

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

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NO CONSIDERATION DEED

THIS DEED made this 25th day of Jul , 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 debt in this transaction.

WITNESSETH

THAT FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) and other

at consideration, the receipt of which is hereby acknowledge good, valuable

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:

DORIS O. MATSUI, Trustee of the Matsui Revocable Trust UTD 5/15/2007, subject to

First Amendment 5/31/2011

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 day of Juy, 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 , 2015.

Notary Public

ROBERT EDMUND HONIG

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.

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

COUNTY OF MONTGOMERY STATE US MARYLAND, SS: ()

Sworn to and subscribed before me on this 25 day of U

, 2015.

Notary Public

State of Maryland Land Instrument Intake Sheet D Baltimore City of County: Marigamery
Information provided in for the use of the Chart's Office, State Department of
Assessments and Tecephys, and County Finance Office Only.
(Type or Print in Black into Only—All Copies Must Be Legible) 50805 165 Type(a) (| Check Pox if addendus Intello Porto is Attached.) Other Dund of Trust Longs Improved Sale
According (1) Unimproved Sale 2 Conveyance Type Anno-Longth [2] Acces-Longth (3) Check Box 8 Tex Exemptions Recordedos Gift Transfer of 60% between to son and daughter-in-tow (if applicable) State Treasfer Enemyl under 12-105 and 12-105, Md. Code Annotated Tex Property Sections Cits or Explain Authority County Transfer ब Figures Office Use Quiy
Transfer and Recordation Tax Contideration Comidentia Astesi Predesa Price/Consideration \$ 0.00 Transfer Type Consideration Any New Mis 1000 Consideration)% - 13 Balance of Existing Martynys \$ 0.00 X(Lasland and Tex dies America Calculations De Tax 0.00 Total True ion Tex Consideration ~) per #500 Χſ TOTAL DUE Part Cont Value: 1 0.00 5 Dot. 2 Amount of Pers Doc. 1 Recording Charge \$ ï Surd Tax Bill: 8 State Recordation Tus 8 è State Transfer Tex 3 CR Cedit 1 County Transfer Tex 9 . 8 As Tra/Other: 2 6 District Property Tax ID No. (1) Creater Liber/Fello 1 Pered No. Var. LOC Description of 17(5) 07 00516700 49150/277 Property Plot Ref. Mach (Sh) Sect/AR (Pc) ByPt/Acress (I) Rahdiriston Name Let (th) **GDAT requires** 11 submission of all Location/Address of Property Being Correspoi (2) applicable information. 5000 Kennedy Print, Chara Chara, MD 20915-5628 A maximum of 40 Other Property Iduatiliars (il applicable) Water Mater Accepts No. characters will be indeped in accordance Residential (For New-Residential | For Simple (F) or Grannel Residential |
Partial Consequency | Yes | //No | Description/Aust of Eq. V/Acrospo Transferred. with the priority cited in Read Property Article Section 3-104(g)(3)(l). 1f Partial Conveyance, List Improvements Conveyed: 7 Dat. 1 - Grantoria) Nesse(s) Duc 1-Greater(s) Name(s) Dorte O. Maturi. Trustee of the Maturi Responds Trust Transferred From Dac. 1 - Owner(c) of Record, if Different from Granter(c) Doc. 2 -- Ownerfu) of Record, if Different from Greaterfu) 8 Dec. 2 - Greateth) Remetil) Doc. 1 - Crastechi) Name(s) Dorto O. Matgui, Treatee of the Matgui Resocable Trust Transferred Orien Materil and Assy Materil Non-Owner's (Grantes) Stalling Address
5850 Karonidy Drive, Chang Chana, MD 20215-0526 9 Duc. 1 - Additional Passes to be tedesed (Optional) Day, 2 - Additional Human to be Indexed (Optional) to Be induced Return to Contact Pensio Instrument Substitut By or Contact Forms 10 ContactSfall Information Name: Rends K. Johns Add for Picture # & Green, U.C Address: 8804 Hidden Hill Lane Phone: (301) 983-1600/202-326-3300 Return Address Provided IMPORTANT: BOTH THE GRICINAL BRED AND A PROTOCOPY MUST ACCOMPANY EACH TRANSFER Yes No Will the property being conveyed by the gentler's principe
Yes No Does transfer include personal property? If yes, identify: Will the groperty being conveyed by the grantes's principal residence Was properly surveyed? If yes, stiach copy of survey (if recorded, no copy required). Assessment Use Only - Do Het Write Below This Line Agricultural Verification Territol Verticalis Yearster Number Assigned Property No.: Gen. Zorbio Land Buildings Yotal Percel Tom Cd. Ex. Orl. REMARKS:

Page 122

A0040304000

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

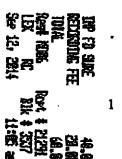
This instrument is a No Consideration Deed. The instrument is for estate planning purposes only, transfers property held by a wife as the surviving tenant by the entirety of the property after her husband's death to the wife as trustee of wife's revocable living trust, and is not subject to transfer 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.

2014 SEP 12 AM 11: 05

WITNESSETH

THAT FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) and other good Saluable 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:



APPROVED BY
SEP 1 1 2014

\$ RECORDATION TAX PAIR

\$ TRANSFER TAX PAIR

1000

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
DISTRICT OF COLUMBIA: ss
I, Susanah Carrier, a Notary Public in and for the jurisdiction aforesaid, de
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 Stollands, 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 Scolenber, 2014.
Susannah Cannon Notary Public, District of Columbia Ny Commission Expires 12/14/26/19 tary Public (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

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

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ADC CC-800 (\$7800)



my FirstAm®

Combined Report

5800 Kennedy Dr, Chevy Chase, MD 20815

Property Address:

5800 Kennedy Dr Chevy Chase, MD 20815



myFirstAm® Property Profile

5800 Kennedy Dr, Chevy Chase, MD 20815

Property Info	rmation		
Owner(s):	Matsui , Revocable Living Tr / Matsul 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:	HN1100000000000080011
County:	Montgomery	APN:	07-00516700
Map Coord:	HN11	Census Tract:	705502
Lot#:	11	Block:	8
Subdivision:	Kenwood	Tract:	
Legal:	Sec 2 Kenwood		
	<u> </u>		

Use:	Sfr	Year Bulk / Eff.	: 1938 /	Sq. Ft. :	2688
Zoning:	R90	Lot Size Ac / Se	q 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 An	ea: 615

Sale / Rec Date:	*\$/\$q. 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:

Tax Informat	tion	
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:		Improved: 22%

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mvFirstAm[®] **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 Document #:

053918-000384

Lender: **Document Type** Citibank Na

Trust Deed/Mortgage

Loan Amount:

\$265,000

Borrower 1:

Matsui Living Trust

Mortgage Rate:

Borrower 4:

Vesting Type:

Mortgage Term:

Borrower 2:

Mortgage Rate Type:

Matsui Brian

Revocable Trust

Mortgage Transfer Type: Stand Alone Finance

30

Borrower 3:

SALE/TRANSFER History Record # 2:

Buyer:

Matsul 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 Lic

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 #:

049156-000278

Title Company:

Document Type:

Deed Transfer

Vesting Type:

Revocable Trust



my FirstAm® 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		
Con	nparable Sak	es						
A .	07-00516642	5804 Kennedy DR , Chevy Chase, MD 20815	\$925,000	1953	5	2926	11/14/2019	0.02 ml
В.	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 m!
D.	07-00519408	5212 Dorset AVE , Chevy Chase, MD 20815	\$1,700,000	1935	4	2196	04/08/2019	0.13 ml
Ε.	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 Chese, 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	1958	3	2074	04/03/2019	0.18 mi
н.	07-00518446	5204 Kenwood AVE , Chevy Chase, MD 20815	\$1,613,000	1953	4	3432	02/13/2019	0.19 ml
1.	07-00538706	4917 Essex AVE , Chevy Chase, MD 20815	\$1,132,062	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 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 ml
N.	07-00539175	4810 Essex AVE , Chevy Chase, MD 20815	\$1,750,000	1947	4	3229	10/15/2019	0.33 mi
0.	07-00661983	5409 Ridgefield RD , Bethesda, MD 20816	\$950,000	1957	4	2600	03/21/2019	0.34 ml
Ρ.	07-00538547	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 ml

Comparable Sales

5800 Kennedy Dr, Chevy Chase, MD 20815

08/05/2020

Page 1 (of 3)

Subject Property

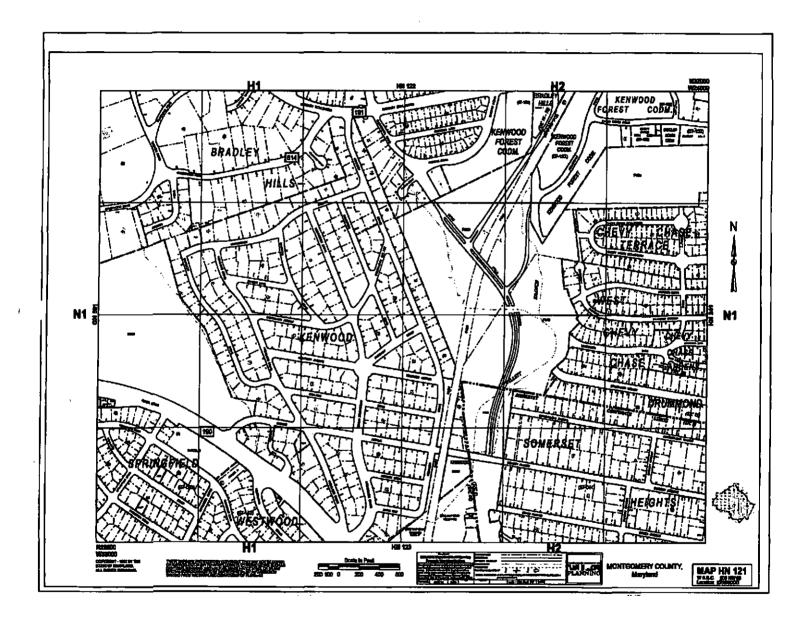
	APN	Property Address	Sale Price	Year Built	Beds	Baths	Sq. FL	Rec, Date	Dist. from Sub
	07-00516700	5800 Kennedy Dr, Chevy Chase, MD 20815		1938		4	3303		
com	parable Sale	es							
R.	07-00649285	4828 Drummond AVE , Chevy Chase, MD 20815	\$1,380,000	1941		3	2650	08/07/2019	0.37 ml
S.	07-00537848	5404 Greystone ST , Chevy Chase, MD 20815	\$991,000	1956		3	2337	03/26/2020	
T.	07-00663116	5603 Albia RD , Bethesda, MD 20816	\$1,5 15, 000	1959		4	3410	10/18/2018	
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	4826 Drummond AVE , Chevy Chase, MD 20815	\$1,750,000	1948		4	3460	12/20/2019	0.38 ml
W.	07-00663162	5801 Kirkwood DR , Bethesda, MD 20816	\$785,000	1957		3	1836	01/30/2019	.0.38 mi
X.	07-00681786	5709 Kirkwood DR , Bethesda, MD 20816	\$1,270,000	1957		. 3	3471	06/03/2020	0.39 mi
Υ.	07-00649150	4824 Drummond AVE , Chevy Chase, MD 20815	\$1,025,000	1948		4	1826	06/18/2019	0,39 mi

	Average:	<u>Low</u> :	<u>High</u> :
Sale Price:	\$1,488,342	\$785,000	\$2,700,000
Loan Amount:	\$1,519,678	\$510,400	\$6,500,000
Bedrooms:	0	0	0
Bethrooms:	4	3	5
Sq. Ft.:	2779	1826	3848
Sale \$ / Sq. Ft.*:	\$536	\$ 430	*702



myFirstAm® Tax Map

5800 Kennedy Dr, Chevy Chase, MD 20815



LR - DOT/Mortgage
Recording Fee 20.90
Name: MATSUI
Ref:
LR - DOT/Mortgage
Surcharge 48.80
SubTotal: 60.60
Total: 168.80
83/83/2017 12:07
CC15-CP
\$7899136 CC0602 Hontgomery
County/CC06.92.94 Register 84



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

BARBARA H. ME!KLEJOHN

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

NO CONSIDERATION DEED

THIS DEED made this had any of Striction in the year two thousand and fourteen (2014), by and between DORIS MATSUL, surviving joint tenant of ROBERT T. MATSUL, who died on January 1, 2005, party of the first part ("Grantor"), and, DORIS O. MATSUL as Trustee of the MATSUL REVOCABLE LIVING TRUST dated May 15, 2007 and subject to FIRST AMENDMENT TO THE MATSUL 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 sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and other sum of TEN DOLLARS (\$10.00) and o

property:

MUSEP 12 AMIN 05

MONTGOMERY COUNTY, MD
APPROVED BY
SEP 1 1 2014

\$ RECORDATION TAX PAIL

\$ RECORDATION TAX PAIL

\$ TRANSFER TAX PAIL

1000

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. Chnuel Doris O. Matsul
DISTRICT OF COLUMBIA: ss
I, Sanah Carnes, a Notary Public in and for the jurisdiction aforesaid, d
hereby certify that Doris O. Matsui, known to me or satisfactorily proven to be the person wh
executed the foregoing No Consideration Deed on the 4th day of Spland, 2014, personall
appeared before me in said jurisdiction and acknowledged the same to be her act and deed
Subscribed and sworn to before me this 4 day of Sectoriol 2014.
Susannah Cannon Notary Public, District of Columbia My Commission Expres 12/14/2011 (tary 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

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

	□ B: Inform	altimore C naion provides Assessments	ity i d in for th and Text	id Cour he use of the atten, and	he Clerk's Oj County Flat	nt Intake Sheet nary files, State Departmen nace Office Only. to Must Be Leghie)	u of	and the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of t	. 91	56	279
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	ryance Type reck Box	Lavorgeni			proved Sale	Multiple Accounts					
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	plicable)	State Transit	*	ì		ust, exempt under lêd / rop Sections 12-108 (ee)		<u>"/"</u>			
Cite or Exp	olain Authority	County Trun		<u> </u>	- Ingon text	ob decrease its indicate	a lacer (sa)	"			
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		Other			S		3			•	
<u></u>		District	Proper	ty Tax ID ?	Va. (1)	Granter Liber/Folio	K	fap	2	Pareel No.	Var. LOC
	iption of party	07	DD61674			340/710				•	
	requires	W	Subd	ivision Nau	M	Lot (Su)	Black (3b)	Sees/AR (Se)		at Ref.	BqFt/Atresge
	sion of all	Kerwood			Lac	11 allon/Address of Prope	8 rtv Relay Com		46/344	io	
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my FirstAm*

Combined Report

5800 Kennedy Dr, Chevy Chase, MD 20815

Property Address:

5800 Kennedy Dr Chevy Chase, MD 20815



myFirstAm® Property Profile

5800 Kennedy Dr, Chevy Chase, MD 20815

Property Information						
Owner(s):	Matsui, Revocable Living Tr / Matsul 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:	HN11000000000000000011			
County:	Montgomery	APN:	07-00516700			
Map Coord:	HN11	Census Tract:	705502			
Lot#:	11	Block:	8			
Subdivision:	Kenwood	Tract:				
Legal:	Sec 2 Kenwood		-			

Property Ch	aracteristics			
Use:	Str	Year Built / Eff.: 1938 /	\$q. Ft. :	2688
Zoning:	R90	Lot Size Ac / Sq Ft: 0.258 / 11229	# of Units:	1
Bedrooms:		Bathrooms: 4	Fireplace:	Υ
# Rooms:		Quality: Excellent	Heating:	Forced Air
Peol:		Air:	Style:	Mobile Home
Stories:	2	Improvements:	Parking / #:	Basement / 2
Gross Area:	3753	Garage Area: 500	Basement An	ea: 615

Sale / Rec Date:	*\$/\$q. 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:

-Degraling extension of San Rais divined by England.

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%			



myFirstAm^o **Transaction History**

5800 Kennedy Dr. Chevy Chase, MD 20815

Mortgage Transfer Type: Stand Alone Finance

30

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 Document #: 053918-000384

Document Type

Citibank Na

Trust Deed/Mortgage

\$265,000

Loan Amount: Borrower 1: Borrower 3:

Lender:

Matsui Living Trust

Mortgage Rate:

Borrower 2:

Mortgage Rate Type:

Mortgage Term:

Vesting Type:

Borrower 4:

History Record # 2: SALE/TRANSFER

Buyer:

Matsui Living Trust

Seller:

Matsui Living Trust

Revocable Trust

Matsul Brian

Transaction Date:

07/25/2015

Sale Price:

Recording Date:

08/13/2015

Sale Price Type:

Recorded Doc #:

050805-000161

Title Company:

Joiner & Green Lic

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



my FirstAm® 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	, <u>,</u>	· · · ,
Con	nparable Sal	98		,				<u>.</u>
A.	07-00516642	5804 Kennedy DR , Chevy Chase, MD 20815	\$925,000	1953	5	2926	11/14/2019	0.02 mi
В.	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 ml
D.	07-00519406	5212 Dorset AVE , Chevy Chase, MD 20815	\$1,700,000	1935	4	2198	04/08/2019	0.13 mi
Æ.	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 Hightand 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
Н.	07-00516446	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 mi
K.	07-00534982	4809 Grantham AVE , Chevy Chase, MD 20815	\$1,386,000	1956	3	2243	11/07/2019	0.30 mi
L.	07-00517737	5818 Hiliburne WAY , Chevy Chase, MD 20815	\$1,550,000	1958	5	2708	12/06/2018	0.31 mi
М.	07-00516540	5415 Darset 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	3229	10/15/2019	0.33 ml
0.	07-00661983	5409 Ridgefield RD , Bethesde, MD 20816	\$950,000	1957	4	2600	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 ml

Subject Property

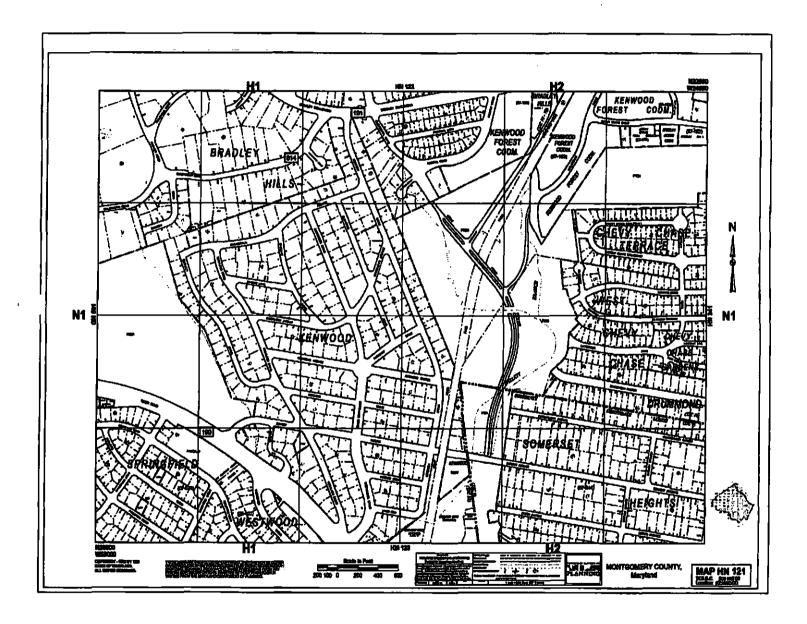
	APN	Property Address	Sale Price	Year Built	Beds	Baths	Sq. Ft.	Rec. Date	Dist, from Subj
	07-00516700	5800 Kennedy Dr. Chevy Chase, MD 20815	- 	1938		4	3303		
om	nparable Sale	98							
R.	07-00649285	4828 Drummond AVE , Chevy Chase, MD 20815	\$1,380,000	1941		3	2650	08/07/2019	0.37 mi
S.	07-00537848	5404 Greystone ST , Chevy Chase, MD 20815	\$991,000	1956		3	2337	03/26/2020	0.37 ml
Т.	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	08/06/2019	0.38 mi
V.	07-00648714	4826 Drummond AVE , Chevy Chase, MD 20815	\$1,750,000	1948		4	3460	12/20/2019	0.38 mi
W.	07-00883162	5801 Kirkwood DR , Bethesda, MD 20816	\$785,000	1957		3	1836	01/30/2019	0.38 ml
Х.	07-00661766	5709 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	1826	06/18/2019	0.39 mi

Comparable Statistics						
	Average :	<u>Low</u> :	Hìgh :			
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	1828	3848			
Sale \$ / Sq. Ft.*:	\$536	\$430	\$702			



myFirstAm® Tax Map

5800 Kennedy Dr, Chevy Chase, MD 20815



MontgomeryCoun.;/MD.GOV

Montgomery County Government

Print Bill | FAQs | Search Bills | Tax Lien Sale

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
	PERTY DESCRIPTION EC 2 KENWOOD	MATSUI BI	RIAN 5800 KENNE	DCABLE LIVING TR DY DR CHEVY CHASE, MD 20815- 5528
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TAX DESCRIPTION	ASSESSMENT	RATE	TAX/CHARGE
STATE PROPERTY TAX	1,578,400	0.1120*	1,767.81
COUNTY PROPERTY TAX 🕖	1,578,400	0.9912*	15,645.09
SOLID WASTE CHARGE @		446.3200	446.32
WATER QUAL PROTECT CHG 2	→		107.60
TOTAL			17,966.82

INTEREST

TOTAL AMOUNT
Amount Due by 9/30/2020

\$17,966.82

\$8,983.43

SELECT PAYMENT OPTION

		<u></u>	<u></u>	
ELECT	RONIC 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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Email Address Subscribe

Sign up for a newsletter or update your subscription preferences.

Awards

^{*} Tax Rate is Per \$100 of Assessment





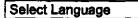
Stay Informed

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County Cable Montgomery
County Calendar
Social Media Directory
Social Media Hub
Employee Directory

Policies

Privacy Policy
User Rights
Accessibility
Language Translations
Social Media
County Code

Translation



Powered by Gongle Translate

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USER 5340 FBUD7 | 0

This Beed

Made this Louis J.M. Zinterhofer and Susan A. Zinterhofer, his wife

of the first pert, and Robert T. Matsul and Baris Matsul, his wife

part i ee of the second part:

THO MURDED VIPTY THOUSAND AND NO/100 DOLLARS WITH THOUSAND AND NO/100 DOLLARS WITH THOUSAND AND NO/100 DOLLARS 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 Tenante by the Entirety the following described land and premises, situate in the Houtgomery County, Haryland and known and distinguished as

Lot numbered Eleven (11) in Block numbered Eight (8) in a subdivision known as "Section 2, Kanwood", as per plat thereof recorded in Plat Book 46 at Plat 3443, among the Land Records of Montgomery County, Maryland

1100.00

o undersigned, a member in good standing of the Bar of the Court of pools of Maryland, hereby cortifies that the within Instrument was propared by him or under his supervision

Contint? with all and singular the ways, our ments, rights, privileges and appurtenences to the same belonging or in anywise appertaining, and all the est sts, right, title, interest, and claim, either at law or in equity, or otherwise however, of the said party of the first part, of, in, to, or out of the said land and premises.

All the said part is of the first part coverant specially the property hereby conveyed; and that they of said land as may be requisite. that . they will werent

Dittess their hands and wals

Connie lo Allone

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3...

BOOK PACE 70

RECORDING REQUESTED BY

Chicago Title Insurance Company

AND WHEN SECONDED MAIL TO

ACCEPTED TO SERVICE STATES

Mark A. Nëlbon 5610 Snake Road Onkland; Ca. 94611

No. 044 No. 4298

MAIL TAX STATEMENTS TO

Harn A. Helson 1540 Dagte Weyd 1774 Sepremento, CA BK 79-09-21 FG 170

OFFICIAL RECORDS

Sep 21 4 24 PM 1979.

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Chicago fitte Matrice Continues

JOINT TENANCY GRANT DEED

FOR A VALUABLE CONSIDERATION, mails of which is blocky at bounded and gories R. NATSUI, his wife hereby disaff(s) to

MARE A. MELBOR and M. JUDITH NELSON, husband and wife As DOINT TENANTS.

the (ellipting described mail property to the city of Sacramento county of Sacramento that of California:

Lot 143, as shown on the "Plat of Weber Estates Unit No. 4" regorded in Book 81 of Maps, Map No. 23, records of said.

Parcel Ho. 029 344 18

161185

Beptember 11, 1979

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WILLIAM R. READING

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Robert T. Matsui

BOOK PAGE 79

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RECORDING REQUESTED BY

COMMERCE CORPORATION

AND WHEN RECORDED MAIL TO

CAPTIOL BANK OF CORDERCE
P.O. BOX 2311
BACRAMENTO CARDONIA 95811

opficial records Bagrantato County, Calif

Jun 26 10 17 14 1979

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\$3.00

DEED OF RECONVEYANCE

	DORIS K. MATSUL (HIS	WIFE, AS JOINT TO	(ethan
			,
to Truster, dated HAY 25TH	, 1078, and recorded on .	JUNE 13th	10 78
n the office of the Recorder of the	County of	SACRAMENTO	
State of California, Series Number. 89200.	in Book 7806-13	f Official Records, at pag	670
unmant to the written request of the honefictory, d	loon hereby grant and recor	ivey, without warranty o	apren er Implied
s to title, possession or encumbrance, to the person o	i nomina lemila milital i	house all the sinkt till	and Interest da.
ved by the undersigned corporation, pursuant to ex		n rye text backers, oca	671.000 (DGF1110), 10
high reference is made for a description of the same	L		
IN WITHERS WHEREOF, the undereigned on	sporation, as such Trusteq	, has executed this Dead	of Beconveyages
y its duly authorized Officer this 29TH	day of	MAY	10 70
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AND WHEN RECORDED MAIL TO

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Gus Gienulias 5665 Freeport Blvd Bacramento, Ça

MAIL TAX STATEMENTS TO

SPACE ABOYE THIS LINK FOR RECORDER'S USE -

same as above

DOCUMENTARY TRANSFER TAX & 135.85 COMPUTED ON FULL VALUE OF PROPERTY CONVEYED XX OR COMPUTED ON FULL VALUE LESS LIENS AND

medica Title Insusance G

GRANT DEED

(Exme No. 170636....)

on dend October 30, 1979

ROBERT T. MATSUI and DORES K. MATSUI, his wife

ergramme GUS GIANULIAS and JULIE GIANULIAS, husband and wife, as community property

he following described Beel Property in the State of California, County ofBACTRATISTATIO

Cry of ... Bactamento ...

PARCEL NO. 1:

The East 60 feet of the South one-helf 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 essement for underground water pipe line, sewer and power and incidental purposes under the East three feet of the West one-quarter (‡) of Lot 5 in the Blocks bounded by 13th and 14th and "G" and "H" Streets of the City of Sacremento, recording to the official plat thereof.

Assessor's Parcel No. 002-164-09

Doris K, Matsui

Recenter 5 10 29 som

Wilton A. Smith, it.

Notan Pentil District of Change 152 Commission Ligares Science 14, 1982 -



RECORDING REQUESTED BY SCHEI, TAYLOR & PENDERGAST

AND WHEN RECORDED MAIL TO

NAME ADDRESS

Schei, Taylor & Pendergast 555 Capitol Mall \$200 Sacramento, Ca. 95814

Title Order No.

Excrew No.

MAIL TAX STATEMENTS TO

NAME YE

Yasuji Matsui 4230 Warren Avenue Sacramento, Ca. 95822

APN: 016-0064-016 800K PAGE 85 01 -3 07 15

OFFICIAL RECORDS

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSPER TAX S NOTE - 6. 67

COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,

OR COMPUTED ON FULL VALUE LESS LIENS AND

SCHIEF THE SEMANTIC STREET OF SALE.

BY

Simplers of Destation of Assertes emblished

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 mr. the
undersigned, a Notary Public in and for said County and State, personally appeared YASUJI MATSUI
to be the person whose name IS subscribed to the
within instrument and acknowledged that
/ Ken & family
GENE R. PENDERGAST. JR.

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1	YASYJI	MATSUI	
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Page 15

		BOOK	PAGE	gan in compression of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of
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NAME ADDRESS	Robert T. Matsui c/o U. S. Federal Building 650 Capitol Mall, 8th Floor Sacramento, CA 95814			Joga Grace Saith COUNTY CLEAK-RECORDER (69661 FEE
Title Order	No. 260930K –RS Escrow No. 26	0930K - D	HIL	\$5 8
HATSUI			SPACE ABOV	TE THIS LINE FOR RECORDERS USE
	-		DEED	FINANCIAL PURPOSES . S
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	ruted on the full value less the value liens	• • •	•	hereon at the time of sale.
	gned declares that the city/county transfe			
The land, to	nements or realty is located in X un	Incorporated a	uca 🔲 city	of
	ALUABLE CONSIDERATION TRUIT, an unmarried man	, receipt of wh	ilch is hereby aci	knowledged,
	y remise, release, and forever quildaim (MATSUI AND DORIS MATSUI, RU		WIPE, AS JO	int tenants
County of 8	described real property in the acramento , State of Cali ACRAMENTO	fornia:		
	8 SHOWN ON THE "PLAT OF SOUTH 8, MAP HO. 33, RECORDS OF SAY		K TERRACE UI	NIT NO. 5", RECORDED IN BOOK
, Dated Mare	ch 29, 1989		UMMAN VASUJI NATS	Mitsui
ـــــ جدورال	IFORNIA Sacramento 3xd dayof Apri sald county and State, personally appeared	il Yasuji i	18 ⁸⁹	_, before me the undersigned a Notary
nd ectinomisely	to me on the basis of estistastory evidence to be whose name 18 subscribed to the within the of that the executed the earns.	strument	My Commit	VICTOR NG YEE VICTOR NG YEE PRINCIPAL OFFICE IN SACRAMENTO COUNTY BIOG Expires July 31, 1

2138 89 04-4

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

Jage Recell South COUNTY CLESK-RECORDER

(89662

(Space Above This Une For Recording Data)

FEE D

DEED OF TRUST

"Trustee"). The beneficiary is

a California Corporation
acramento Savings & Losa Associa
e laws of
424 L Street, Sacramento, ("Borrower"). The trustee is Canital Yalley Security Company....... which is organized and existing, and whose address is Borrower owes Lender the principal sum of RRYRATY. Fixa. Thomsand.

LOT 27, AS SHOWN ON THE "PLAT OF SOUTH LAND PARK TERRACE UNIT NO. 5", RECORDED IN SOOK 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 CALIFORNI California ..95822. ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalities, 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 selsed 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 insprignent to fering real property.

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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 laxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground tents 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 excrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the excrow 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 the Security Interests. 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 excrow items, shall exceed the amount required to pay the excrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Punds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Barrower shall pay to Lender any

amount of the Punds 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; Lluss. Borrower shall pay all taxes, assessments, charges, fines and impositions altributable 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 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 attainteer identified the lien. Become shall called the lien or account of the actions at least forth above within 10 days. 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.

Hazard Insurance. Borrower shall keep the improvements now existing or bereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and say other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance earrier 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 pald 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 sequires fee title to the Property, the leasehold and

foe 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 to.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Barrower and I and a name to other them.

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.

Page 156

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 of 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

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

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 of 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 walver of 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 (e) 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

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 mall 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

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. Barrawer's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. 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 Relastate. 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 soms 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 highly oblightue unchanged. Upon reinstalement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had

2-4 Family Rider

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

19. Acceleration, Remedies, Leader shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument that 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 loss than 30 days from the date the notice is given to Borrower, by which the default must be cared; and (d) that failure to cure the default on or before the date specified in the notice may result to 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. Leader 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 cridence.

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 facte 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 altorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persona 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 Journment.

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 actes 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.

32. Substitute Trustee. Lender, at its opition, 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))

Condominium Rider

X Adjustable Rate Rider

☐ Graduated Payment Rider	Planned Unit Development Rider	
Other(s) [specify]		
BY SIGNING BELOW, Borrower a instrument and in any rider(s) executed by	Borrower and recorded with A. ROBERT T. HATSUI	Security
	ROBERT T. WATSUI	-Bonom
	BRANSOTTIAL	(Scal Borrows

ISOACE Below This Libe For Acknowledges

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nte of Catilornia	1	On this 30th day of _	89 04 -4 March	2 4 2	1989
unity of Sacramento) 88. }	the undersigned Nolary and sworn, personally ap <u>Materia**</u>	Public, State o	f California, duly co t. T. Matsui and	ommission L Doris
VICTOR NG	erassene. YEE	(PC) personally known to evidence to be the perso g this instrument and acknow	n(s) whose name	\$(\$) are	ubscribed

Acknowledgment, General

G\$ 134 Per 1-63

89 04-4 2143

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.

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

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 Flome 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 (.2.45.%) (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 seamortize 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 foan 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
- (fii) 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.

ADJUSTABLE RATE LOAN RIDER—CALIFORNIA

LN 164 1057

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 liefs 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), of (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

By signing this, Borrower agrees to all of the above.

OREST T. MATSHI -BOTONET

Dona Katu (s

DORIS HATSUI

—Вогговет

STATE OF CALIFORNIA
COUNTY OF SACRIMENTO

55.

WITNESS my hand and official seal.

(Reserved for offical scal)



VICTOR NG YEE
NOTART PUBLIC—CALIFORNIA
PRINCIPAL OFFICE DI
SACRAMENTO COUNTY
SALVA, EMICAE MAY 31, 1990

My Commission Expires July 31, 1990

Notary Bublic in and for Said State

Exhibit "G"



MARYLAND MOTOR VEHICLE ADMINISTRATION

Driving Record Information - Past 36 Months

MOTOR VEHICLE ADMINISTRATION

Search Summary					
Transaction id:	00000JIZPR				
Report Time:	8/21/2020 12:39:36 PM EDT				
Control Id:					
First Name:	dorts				
Lest Name:	metsul				
Birth Yesr:	1944				
Birth Month:	09				
Birth Day:	· 25				
Customer Information	n				
Oriver's License Numb M 320-149-461-741	ner:				
Name:	DORIS KAZUE MATSUI Privacy: YES				
Address: 5800 KENNEDY DR CHEVY CHASE, M, MI 20816	· · · · · · · · · · · · · · · · · · ·				
Height: 0-00	Weight: 000 Race: Sax: Date of Birth: 09-25-44				
Driving Privilege Status: ELIGIBLE					
Current CDL Status:					
Driver's License Infor	mation				
Ucense Class Grad Code Type	lusted Lic. License Type License Document Duplicate				
NO MD LIC					
tseue Date Origi Date	nal issue Expiration Date CDL Restrictions Special Endorsement Restrictions				
	Total Points: 00				

- End of Record -



MARYLAND MOTOR VEHICLE ADMINISTRATION Maryland Motor Vehicle Record Information

MOTOR VEHICLE ADMINISTRATION

Search Summary

Transaction Id:

00000JIZPC

Report Time:

8/21/2020 12:38:37 PM EDT

Control Id:

VIN:

WDDGF81X48F112856

Vehicle Information

NO VEHICLE RECORDS FOUND - INVALID VIN

- End of Record -



MARYLAND MOTOR VEHICLE ADMINISTRATION

Driving Record Information - Past 36 Months

MOTOR VEHICLE ADMINISTRATION

Search Summary
Transaction id:

00000JIZOG

Report Time:

8/21/2020 12:37:01 PM EDT

Control Id:

Firet Name:

dorts

Middle Name / Initiat:

Last Name:

matsul

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

\$1,785,000 Closed 08/17/20 (\$1,795,000) DOM/CDOM: 103/103 Beds: 3 Baths: 3 (2 1) Status: Price/SqFt: 611.38 Year Built: 1928 SqFt: 2936 Assessor/Auto-Fill Lot Size (Ac): 0,3700 Area: 10818 Occupant Name: Occupant Phone: Pri Show Critct: Glenn Fantazia rl Show Phone: (916) 402-3900 Sec Show Cntct: Sec Show Phone: Show: Appointment Only, Call Showing Contact, Restricted Hours, **Fext Showing Contact** Gete Code: Lock Bx Loc: Tenant: No **Current Rent: 0** Spc Lat Cond: None Additional Pictures (76) Service Level: E

Listing Agent/Co Agent

Listing Office/Agent

Office: Better Homes and Gardens RE (ID:01BHGRE04) Phone: 916-

491-1516, FAX: 918-491-1525 Lic:01902981

Agent: Gienn R Fantazia (ID:SFANTAZI) Primary:916-402-3900

Secondary:916-402-3900 Lic:01323208

Agent:

Office:

Listing Co-Office/Co-Agent

Agent Email: glenn.fantazia@gmaii.com Agent Email:

Confidential Agent Remarks: Call or text LA for showing appointment. Restricted showing hours. According to the Seller, the sq footage of the payfillon (which has a full bath) and mud room are not included in the Assessor's sq footage #. This could add approx 400 additional sq fast. These measurements have not and will not 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 comer 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 patic/pool areas, colonnades, covered gas barbecue area, and unique engiceed pavillion with a high-pitched calling, 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 gournet 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 Freeport 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

Subdivision:

Model Name:

House Faces:

Construction:

Garage:

Style Description:

Builder:

Year Built Src:

Owner

Zoning: Census Tract: R-1 24 M 611.38

Price/SaFt:

Second Res SqFt: Lot SqFt (approx): 16117

Lot Dimensions:

Lot Size Source:

School County:

Fi: JR:

SR: Subtype:

County: APN:

Appx Elevation:

Constct Start:

Disclosures:

Bonds/Asmts/Texes:

Assessor Auto-Fill Sacramento Sacramento Unified

Sacramento Unified Sacramento Unified 1 House on Lot

Sacremento 012-0404-014-0000

Constct End:

Pest Cert Available. Pest Ctrl Rpt Avail. Roof Inspection, Seiler Prop Questin, Sewer/Septic HOA Dues Include:

Report TDS Available Unknown

Bonds/Asmts/Taxes Desc:

CC&Rs: Restrictions: Yes

Parking

HOA: No

Recreational Parking:

HOA Phone:

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 Nock.Formal Room

Kitchen Description: 220 Volts in Kitchen, Counter Granite, Island w/Sink

Kitchen Appliances: Dishwasher, Disposai, 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, Weaher/Dryer Includ

Figor Coverings: Carpet, Concrete, Tile, Wood

Air: Central.MultiZone

Heat: Central, MultiZone, 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 Wir 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)

Foundation: Raised Site Description:

Subtype Description: Detached, Custom

Level, Secluded, Shape Irregular, Trees Many, View Special

Tudor

Brick.Stone.Wood

Detached.Fecing Rear.Garage Door Opener.Paved Drive

of Garage Spaces: 2 Open Parking Spaces:0.00 # of Carport Spaces:

Disclosures/Association **HOA Dues: \$0.00**

HOA Payment Sched:

Priv Assn Amenities:

HOA Name:

of Units: 0

Exterior

Disability Features:

Exterior: Brick Roof Desc: Tile

Features Miscellaneous: BBQ Buitt-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 Comm to Buyers Office: 2.5

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 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 Sterra Oaks (ID:01RMXG08) Phone: 916-609-

2800, FAX: 916-609-2830 Ltc:01215931

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 CP % LP: 100.00

Closing Price: \$1,795,000 Closing Price/SQFT: \$611.38

Financing: Cash

Concessions: Yes

Concessions Comments: Seller credit to Buyer for sewer line bid

\$3280.00

Lean	<u> </u>	e like	ria:



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

Limitation of Liability for Informational Report

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RECORDING REQUESTED BY:

Fidelity National Title Company

When Recorded Mail Document and Tax Statement To:

Doris O. Matsul c/o Ashford Advisors, LLC 30B Grove Street Pittsford, NY 14534

Sacramento County Donna Allred, Clerk/Recorder

Doc# 202008170051

Fees

\$20.00

8/17/2020 MCY

8:20:17 AM Electronic

Taxes

\$6,910.75 \$0.00

Titles

PCOR

\$6,930,75

3 **Pages**

Paid

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Escrow Order No.: FSSE-9062000456

Property Address: 1901 13th Avenue.

Sacramento, CA 95818

APN/Parcel ID(s): 012-0404-014-0000

Exempt from fee under BC 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 decree of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of th

☑ 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 2 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

hersby 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 Dear SCA0000129.doc / Updated: 04.08.20

Printed: 08.11.20 @ 11:14 AM CA-FT-F88E-01500.080906-F88E-9062000456

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, Trustee BY: Deruse M. Jimmons
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
County of SPACYLANNERTO
On AUGUST 13 2020 before me, LONNA E JOHNSON Notary Public, (here insert name and title of the officer)
personally appeared <u>DONALD</u> 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(les), 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.

Grant Deed 8CA0000129.doc / Updated: 04.08.20

Signature

WITNESS my Land and official seal.

Printed: 08.11.20 @ 11:14 AM CA-FT-FSSE-01500.080908-FSSE-9062000466

"The notary commission extended pursuant to

Executive Order N-63-20."

EXHIBIT "A"Legal Description

For	APN	/Parcel	ID(s	}: 0	12-0	404	-01	4-01	DO	0
-----	------------	---------	------	-------------	------	-----	-----	------	----	---

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 Thursdaythat an individual representing Matsui contacted the state to requestthat 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 March2008 but could not confirm that the lawmaker had requested a statuschange after being contacted by Rol 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,—Matsuispokeswoman Alexis Marks said.

Marks added that Matsui also maintains a California residence butdoes 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 beingelected to fill her husband's House seat after his death in 2005.

Although the Maryland tax office is allowed to bill up to sevenyears 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, explainedBob Young, and ate 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 themfavorably. 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 billat 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 ownsmultiple vehicles, with at least one registered in each California and Maryland, Marks said.

Asked how Matsui qualified for the tax break, Marks said, "Shesubmitted the form [to Maryland] and they gave it to her.—

Publicly available Maryland property tax records also revealed atleast three other House lawmakers with Maryland properties listed as aprimary residence.

In two of those cases, Maryland tax officials acknowledged that state or county employees inaccurately entered the status intorecords, 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 thatsettlement document. Then we sent him an application [for thehomestead tax break], he did not return it, which says we had did not return it, which says we had did not apply for it,—Young said.

Moreover, Young noted that Cardoza, who purchased his home in May2008, did not receive any tax benefit based on his status, sinceMaryland homestead laws do not apply to properties during the firstyear of ownership.

"I specifically did not request it, - Cardoza said in a telephoneinterview last week.

"I specifically asked for it not to be done because I did not wantto violate the law,—he added. Cardoza explained that he ha sought tobe adamant about his tax status, noting that multiple homestead-taxclaims impaired the campaign of an opponen during his first campaignfor the state legislature.

"I'm going to raise hell if they've done it incorrectly,— Cardozasaid. In a subsequent interview, the House Member said his office contacted the Anne Arundel County tax assessor and was informed theoffice 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 hisprincipal residence.

"The above reference property was incorrectly listed as owneroccupied by our office. The Intake Sheet filed with the deed (copyincluded) stated that property would not be the owners [sic] Principle[sic] Residence,—Roberta Ward, manager of the Montgomery Countybranch 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 intax 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 athree-year statewide audit that began under the stricter rules, Youngsaid.

Because Towns and his wife, Gwendolyn, purchased the home in 1997prior to the rule change, they likely received the statusautomatically based on their mailing address.

"Obviously since we now know this is a Member of Congress ... we'regoing to remove—the status, Young said.

According to county tax records, Towns has received less than \$250in tax benefits to date on his 950-square-foot unit, recently reassessed at a value of \$112,000. "He has never applied for specialtreatment,—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'lldo 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 toreceive the tax benefit if at least one individual listed on the deedqualifies for the homestead program.

According to the Montgomery County Board of Elections, JeanOberstar is a registered voter at her Potomac, Md., address.

"It's his wife's house. She is a resident of Maryland,— Oberstarspokesman John Schadl said. Schadl noted that Oberstar's primaryresidence 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 homesteadbenefit, Young said.

In addition, a Roll Call review of D.C. property tax records inlate March prompted city officials to amend the status of four Houselawmakers.

District officials accepted blame for improperly bestowing thecity'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.

Page 178

	ıaker, Rep. Betty McCollum(D-Minn.), adreds of dollars a year off tax bills andlimit	-
According to tax records, McCollum's I purposes, below itsfull assessed value of	Oupont Circle condominium,purchased in 20 of \$253,000.	003, is valued at \$115,000 for tax
McCollum's office did not respond to m	ultiple requests for comment.	
•		
	n, a taxpayer who owns a homein the city an sessed value, or a savings of \$573.75 onthe 2	• •
	he homestead deductionare also protected i at 10 percent above the previous year'stax a	· -
		·
TRENDING STORIES		
	•	
GOP governors ignored mask mandate advice from task force	After missing document deadline, postmaster general faces subpoens by House Oversight	Appeals court tosses suit to compel Don McOahn to answer House questions on Mueller probe
Marijuana, discrimination bills on House's September agenda, CR expected to avert shutdown	Three candidates shape vigorous contest for House Foreign Affaire gavel	How American aluminum can help us bul back better



POLITICS & GOVERNMENT

California Rep. Matsui repays \$2,800 Maryland tax break

ROB HOTAKAINEN - MCCLATCHY NEWSPAPERS DECEMBER 02, 2009 06:53 AM





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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STGN UP

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.

Haradoorn eaid the county was notified on Tuesday by the state that Materii no

ACCEPT COOKIES

As a result, he said, a c tax bill will be prepared for Matsui 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.

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Daily Republican National Archive Story

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 discoverd 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 type grounds that the time was ripe Asians to win the political clout in the White House. Assians 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 fundraising 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 romanion and then to the DNC that would appride the financial

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 Soutern 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

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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

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.

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 Huzages actions have harmed Asian Americans and

major role in shaping tax legislation and trade policy, and he harbors ambitions of becoming chairman.

Los Angeles Times

LOG IN C

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.

6

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." 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."

Page 191

Frammolino, Alan C. Miller, Jack Nelson and researcher Janet Lunablad in Washington also contributed to this story.
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DISTRICT:	English ☐ Spanish ☐ Russian ☐ Chinese
ELECTION: General Election	Korean Punjabi Other
DATE OF ELECTION: November 3rd, 2020	\$ <u>705</u> Total
NOTICE TO CANDIDATE:	
The statement shall consist of a brief description of not more than 25	O words of your education and qualifications.
The governing body conducting this election has determined that the the cost of printing and mailing the following statement is \$ 765	
You may include the optional age and occupation. All statements will telections. Your statement will be printed exactly as submitted.	pe printed in a style determined by the Office of the Yolo County
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I state that I have prepared the candidate statement which is to registered voter within my district. I understand that I will pay to	be printed in the county voter information guide and mailed to each the actual cost incurred for the candidate statement.
	ite statement. Attached is a financial statement pursuant to Elections opy of my most recent federal income tax form. I certify under penalty cial statement is true and correct.
If unopposed, I wish to withdraw pro-candidate statement.	•
Signature of Candidate:	Print Name as Signed:
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Office Title:	U.S. Representative in Congress	

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	1	Candidate Requirements provided	Date Pr	ovided:
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	3	Ballot Designation Worksheet signed & submitted	Date Issued:	Date Filed:
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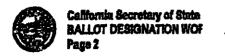
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This document is a correct copy of the original on file in my office initialed By

If your proposed ballot designation contains one or more stashes ("/") separating multiple principal profession(s), vocation(s), or occupation(s)

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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 RES 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.

Filing, This	WORKSHEET WILL BE A PUBLIC RECORD.
Candidate Information	Candidate Name: Doris Matsui Gender (optional, for translation use only): Female Officer U.S. House of Representatives Email: Home Address: Mailing Address: Business Address Phone Number(a) Busin Home/Mablis Home/Mablis
Aftorney Information	Attorney Name (or other person authorized to ext on your behalf): Address: Phone Number(s) Business: Mobil
(b) The full (c) *Appoint to some (d) *Incuming public (e) *Appoint (e) *Appoint (f) I title of the public office you currently occupy and to which you were elected. I title of the public office you currently serve by appointment in an elective public office and are seeting election to the same office of the office. I to other office. I to other office. I to other office. I to were elected (or, if you are a Superior Court Judge, you are a candidate for the same office that you hold) to your current elective public office and seek election to the same office. I the discumbent if you were appointed to your current elective public office and seek election to the same office. Proposed Ballot Designation(s): Alternate Ballot Designation(s): Alternate Ballot Designation(s) 1: Alternate Ballot Designation(s) 2 Alternate Ballot Designation(s) 2	
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volunteer along with a brief description of the type of volunteer work you do end the approximate amount of time involved. You may only use the ballot designation "community volunteer" if you volunteer for a 501(E)(89) chartebie, educational, or religious organization, a governmental accents or educational institution. You may not use "community volunteer" together with market designation.