Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address	FOR COURT USE ONLY
WRIGHT, FINLAY & ZAK, LLP ARNOLD L. GRAFF, ESQ. (SBN 269170) 4665 MacArthur Court, Suite 200 Newport Beach, CA 92660 Telephone: (949) 477-5050 Facsimile: (949) 608-9142 agraff@wrightlegal.net WFZ # 252-20262908.001 ☐ *Movant appearing without an attorney* ☒ *Attorney for Movant*	

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION

In re:	CASE NO.: 2:26-bk-11879-NB
ALLSTATE LENDING GROUP SERVICING LLC,	CHAPTER: 11
	NOTICE OF MOTION AND MOTION FOR RELIEF FROM THE AUTOMATIC STAY UNDER 11 U.S.C. § 362 (with supporting declarations) (REAL PROPERTY)
Debtor-in-Possession.	DATE: 04/21/2026 TIME: 1:00 pm COURTROOM: 1545

Movant: ARON ABECASSIS, Trustee of the Aron Abecassis Revocable Trust Dated 4/14/2004

1. **Hearing Location**:
   - ☒ 255 East Temple Street, Los Angeles, CA 90012
   - ☐ 21041 Burbank Boulevard, Woodland Hills, CA 91367
   - ☐ 3420 Twelfth Street, Riverside, CA 92501
   - ☐ 411 West Fourth Street, Santa Ana, CA 92701
   - ☐ 1415 State Street, Santa Barbara, CA 93101

2. Notice is given to the Debtor and trustee (*if any*)(Responding Parties), their attorneys (*if any*), and other interested parties that on the date and time and in the courtroom stated above, Movant will request that this court enter an order granting relief from the automatic stay as to Debtor and Debtor's bankruptcy estate on the grounds set forth in the attached Motion.

3. To file a response to the motion, you may obtain an approved court form at www.cacb.uscourts.gov/forms for use in preparing your response (optional LBR form F 4001-1.RFS.RESPONSE), or you may prepare your response using the format required by LBR 9004-1 and the Court Manual.

4. When serving a response to the motion, serve a copy of it upon the Movant's attorney (or upon Movant, if the motion was filed by an unrepresented individual) at the address set forth above.

5. If you fail to timely file and serve a written response to the motion, or fail to appear at the hearing, the court may deem such failure as consent to granting of the motion.

6. ☒ This motion is being heard on REGULAR NOTICE pursuant to LBR 9013-1(d). If you wish to oppose this motion, you must file and serve a written response to this motion no later than 14 days before the hearing and appear at the hearing.

7. ☐ This motion is being heard on SHORTENED NOTICE pursuant to LBR 9075-1(b). If you wish to oppose this motion, you must file and serve a response no later than (*date*) ___________ and (*time*) ___________; and, you may appear at the hearing.

   a. ☐ An application for order setting hearing on shortened notice was not required (according to the calendaring procedures of the assigned judge).

   b. ☐ An application for order setting hearing on shortened notice was filed and was granted by the court and such motion and order have been or are being served upon the Debtor and upon the trustee (if any).

   c. ☐ An application for order setting hearing on shortened notice was filed and remains pending. After the court rules on that application, you will be served with another notice or an order that specifies the date, time and place of the hearing on the attached motion and the deadline for filing and serving a written opposition to the motion.

Date: 03/26/2026

WRIGHT, FINLAY & ZAK, LLP
Printed name of law firm (if applicable)

Arnold L. Graff
Printed name of individual Movant or attorney for Movant

/s/ Arnold L. Graff
Signature of individual Movant or attorney for Movant

MOTION FOR RELIEF FROM THE AUTOMATIC STAY AS TO REAL PROPERTY

1. **Movant is the:**

   ☒ Holder: Movant has physical possession of a promissory note that either (1) names Movant as the payee under the promissory note or (2) is indorsed to Movant, or indorsed in blank, or payable to bearer.

   ☒ Beneficiary: Movant is either (1) named as beneficiary in the security instrument on the subject property (e.g., mortgage or deed of trust) or (2) is the assignee of the beneficiary.

   ☐ Servicing agent authorized to act on behalf of the Holder or Beneficiary.

   ☐ Other (*specify):*

2. **The Property at Issue (Property):**

   a. Address:

      Street address: See Attached Memorandum
      Unit/suite number:
      City, state, zip code: See Attached Memorandum

   b. Legal description, or document recording number (including county of recording), as set forth in Movant's deed of trust (attached as Exhibit 2):

3. **Bankruptcy Case History:**

   a. A ☒ voluntary ☐ involuntary bankruptcy petition under chapter ☐ 7 ☒ 11 ☐ 12 ☐ 13 was filed on (*date*) 02/27/2026 .

   b. ☐ An order to convert this case to chapter ☐ 7 ☐ 11 ☐ 12 ☐ 13 was entered on (*date*) ___________.

   c. ☐ A plan, if any, was confirmed on (*date*) ___________.

4. **Grounds for Relief from Stay**:

   a. ☒ Pursuant to 11 U.S.C. § 362(d)(1), cause exists to grant Movant relief from stay as follows:

      (1) ☒ Movant's interest in the Property is not adequately protected.

         (A) ☐ Movant's interest in the Property is not protected by an adequate equity cushion.

         (B) ☐ The fair market value of the Property is declining and payments are not being made to Movant sufficient to protect Movant's interest against that decline.

         (C) ☐ Proof of insurance regarding the Property has not been provided to Movant, despite the Debtor's obligation to insure the collateral under the terms of Movant's contract with the Debtor.

      (2) ☒ The bankruptcy case was filed in bad faith.

         (A) ☐ Movant is the only creditor, or one of very few creditors, listed or scheduled in the Debtor's case commencement documents.

         (B) ☐ The Property was transferred to the Debtor either just before the bankruptcy filing or after the filing.

         (C) ☐ A non-individual entity was created just prior to the bankruptcy petition date for the sole purpose of filing this bankruptcy case.

         (D) ☐ Other bankruptcy cases have been filed in which an interest in the Property was asserted.

         (E) ☒ The Debtor filed only a few case commencement documents with the bankruptcy petition. Schedules and the statement of financial affairs (or chapter 13 plan, if appropriate) have not been filed.

         (F) ☒ Other (*see attached continuation page*).

(3) ☐ (*Chapter 12 or 13 cases only)*

(A) ☐ All payments on account of the Property are being made through the plan.
☐ Preconfirmation ☐ Postconfirmation plan payments have not been made to the chapter 12 trustee or chapter 13 trustee.

(B) ☐ Postpetition mortgage payments due on the note secured by a deed of trust on the Property have not been made to Movant.

(4) ☐ The Debtor filed a Statement of Intentions that indicates the Debtor intends to surrender the Property.

(5) ☐ The Movant regained possession of the Property on (*date*) ___________,
which is ☐ prepetition ☐ postpetition.

(6) ☒ For other cause for relief from stay, see attached continuation page.

b. ☐ Pursuant to 11 U.S.C. § 362(d)(2)(A), the Debtor has no equity in the Property; and, pursuant to § 362(d)(2)(B), the Property is not necessary to an effective reorganization.

c. ☐ Pursuant to 11 U.S.C. § 362(d)(3), the Debtor has failed, within the later of 90 days after the order for relief or 30 days after the court determined that the Property qualifies as "single asset real estate" as defined in 11 U.S.C. § 101(51B) to file a reasonable plan of reorganization or to commence monthly payments.

d. ☐ Pursuant to 11 U.S.C. § 362(d)(4), the Debtor's filing of the bankruptcy petition was part of a scheme to delay, hinder, or defraud creditors that involved:

(1) ☐ The transfer of all or part ownership of, or other interest in, the Property without the consent of Movant or court approval; or

(2) ☐ Multiple bankruptcy cases affecting the Property.

5. ☐ **Grounds for Annulment of the Stay.** Movant took postpetition actions against the Property or the Debtor.

a. ☐ These actions were taken before Movant knew the bankruptcy case had been filed, and Movant would have been entitled to relief from the stay to proceed with these actions.

b. ☐ Movant knew the bankruptcy case had been filed, but Movant previously obtained relief from stay to proceed with these enforcement actions in prior bankruptcy cases affecting the Property as set forth in Exhibit _____.

c. ☐ Other (*specify*):

6. **Evidence in Support of Motion: (D*eclaration(s) MUST be signed under penalty of perjury and attached to this motion*)**

a. The REAL PROPERTY DECLARATION on page 6 of this motion.

b. ☒ Supplemental declaration(s).

c. ☐ The statements made by Debtor under penalty of perjury concerning Movant's claims and the Property as set forth in Debtor's case commencement documents. Authenticated copies of the relevant portions of the case commencement documents are attached as Exhibit _____.

d. ☒ Other:
Request for Judicial Notice

7. ☒ **An optional Memorandum of Points and Authorities is attached to this motion.**

Movant requests the following relief:

1. Relief from the stay is granted under: ☒ 11 U.S.C. § 362(d)(1) ☐ 11 U.S.C. § 362(d)(2) ☐ 11 U.S.C. § 362(d)(3).

2. ☒ Movant (and any successors or assigns) may proceed under applicable nonbankruptcy law to enforce its remedies to foreclose upon and obtain possession of the Property.

3. ☐ Movant, or its agents, may, at its option, offer, provide and enter into a potential forebearance agreement, loan modification, refinance agreement or other loan workout or loss mitigation agreement. Movant, through its servicing agent, may contact the Debtor by telephone or written correspondence to offer such an agreement.

4. ☐ Confirmation that there is no stay in effect.

5. ☐ The stay is annulled retroactive to the bankruptcy petition date. Any postpetition actions taken by Movant to enforce its remedies regarding the Property shall not constitute a violation of the stay.

6. ☐ The co-debtor stay of 11 U.S.C. §1201(a) or § 1301(a) is terminated, modified or annulled as to the co-debtor, on the same terms and conditions as to the Debtor.

7. ☒ The 14-day stay prescribed by FRBP 4001(a)(3) is waived.

8. ☐ A designated law enforcement officer may evict the Debtor and any other occupant from the Property regardless of any future bankruptcy filing concerning the Property for a period of 180 days from the hearing on this Motion:
   ☐ without further notice, or ☐ upon recording of a copy of this order or giving appropriate notice of its entry in compliance with applicable nonbankruptcy law.

9. ☐ Relief from the stay is granted under 11 U.S.C. § 362(d)(4): If recorded in compliance with applicable state laws governing notices of interests or liens in real property, the order is binding in any other case under this title purporting to affect the Property filed not later than 2 years after the date of the entry of the order by the court, except that a debtor in a subsequent case under this title may move for relief from the order based upon changed circumstances or for good cause shown, after notice and hearing.

10. ☐ The order is binding and effective in any bankruptcy case commenced by or against any debtor who claims any interest in the Property for a period of 180 days from the hearing of this Motion:
    ☐ without further notice, or ☐ upon recording of a copy of this order or giving appropriate notice of its entry in compliance with applicable nonbankruptcy law.

11. ☐ The order is binding and effective in any future bankruptcy case, no matter who the debtor may be:
    ☐ without further notice, or ☐ upon recording of a copy of this order or giving appropriate notice of its entry in compliance with applicable nonbankruptcy law.

12. ☐ Upon entry of the order, for purposes of Cal. Civ. Code § 2923.5, the Debtor is a borrower as defined in Cal. Civ. Code § 2920.5(c)(2)(C).

13. ☒ If relief from stay is not granted, adequate protection shall be ordered.

14. ☒ See attached continuation page for other relief requested.

Date: 03/26/2026

WRIGHT, FINLAY & ZAK, LLP
Printed name of law firm (*if applicable)*

Arnold Graff
Printed name of individual Movant or attorney for Movant

/s/ Arnold L. Graff
Signature of individual Movant or attorney for Movant

REAL PROPERTY DECLARATION

I, (*print name of Declarant*) ARON ABECASSIS, declare:

1. I have personal knowledge of the matters set forth in this declaration and, if called upon to testify, I could and would competently testify thereto. I am over 18 years of age. I have knowledge regarding Movant's interest in the real property that is the subject of this Motion (Property) because (*specify*):

   a. ☐ I am the Movant.

   b. ☐ I am employed by Movant as (*state title and capacity*):

   c. ☒ Other (*specify*): Authorized Trustee of Secured Creditor Trust

2. a. ☒ I am one of the custodians of the books, records and files of Movant that pertain to loans and extensions of credit given to Debtor concerning the Property. I have personally worked on the books, records and files, and as to the following facts, I know them to be true of my own knowledge or I have gained knowledge of them from the business records of Movant on behalf of Movant. These books, records and files were made at or about the time of the events recorded, and which are maintained in the ordinary course of Movant's business at or near the time of the actions, conditions or events to which they relate. Any such document was prepared in the ordinary course of business of Movant by a person who had personal knowledge of the event being recorded and had or has a business duty to record accurately such event. The business records are available for inspection and copies can be submitted to the court if required.

   b. ☒ Other (*see attached):*
   See attached Supplemental Declaration of Aron Abecassis In Support of Motion for Relief from Automatic Stay Under 11 U.S.C. § 362 (Real Property)

3. The Movant is:

   a. ☐ Holder: Movant has physical possession of a promissory note that (1) names Movant as the payee under the promissory note or (2) is indorsed to Movant, or indorsed in blank, or payable to bearer. A true and correct copy of the note, with affixed allonges/indorsements, is attached as Exhibit _____.

   b. ☒ Beneficiary: Movant is either (1) named as beneficiary in the security instrument on the subject property (e.g.,mortgage or deed of trust) or (2) is the assignee of the beneficiary. True and correct copies of the recorded security instrument and assignments are attached as Exhibit 1-13 .

   c. ☐ Servicing agent authorized to act on behalf of the:

      ☐ Holder.
      ☐ Beneficiary.

   d. ☐ Other (*specify):*

4. a. The address of the Property is:

   Street address: See Attached Memorandum
   Unit/suite no.:
   City, state, zip code: See Attached Memorandum

   b. The legal description of the Property or document recording number (including county of recording) set forth in the Movant's deed of trust is:

   See Attached Memorandum

5. Type of property (*check all applicable boxes*):

   a. ☐ Debtor's principal residence
   b. ☐ Other residence
   c. ☐ Multi-unit residential
   d. ☐ Commercial
   e. ☐ Industrial
   f. ☐ Vacant land
   g. ☒ Other (*specify*): See Supporting Memorandum

6. Nature of the Debtor's interest in the Property:

   a. ☐ Sole owner
   b. ☐ Co-owner(s) (*specify*):
   c. ☒ Lienholder (*specify*): See Supporting Memorandum
   d. ☐ Other (*specify*):
   e. ☐ The Debtor ☒ did ☐ did not list the Property in the Debtor's schedules.
   f. ☐ The Debtor acquired the interest in the Property by ☐ grant deed ☐ quitclaim deed ☐ trust deed. The deed was recorded on (*date*) ___________.

7. Movant holds a ☐ deed of trust ☐ judgment lien ☐ other (*specify*) ___________________________________ that encumbers the Property.

   a. ☒ A true and correct copy of the document as recorded is attached as Exhibit 1-13.
   b. ☐ A true and correct copy of the promissory note or other document that evidences the Movant's claim is attached as Exhibit _____.
   c. ☒ A true and correct copy of the assignment(s) transferring the beneficial interest under the note and deed of trust to Movant is attached as Exhibit 1-13.

8. Amount of Movant's claim with respect to the Property:

		PREPETITION	POSTPETITION	TOTAL
a.	Principal:	$	$	$ See Memo
b.	Accrued interest:	$	$	$
c.	Late charges	$	$	$
d.	Costs (attorney's fees, foreclosure fees, other costs):	$	$	$
e.	Advances (property taxes, insurance):	$	$	$
f.	Less suspense account or partial balance paid:	$[ ]	$[ ]	$[ ]
g.	TOTAL CLAIM as of (*date*): As of 1/31/2026	$	$	$ See Memo

   h. ☐ Loan is all due and payable because it matured on (*date*) ___________

9. Status of Movant's foreclosure actions relating to the Property (*fill the date or check the box confirming no such action has occurred*):

   a. Notice of default recorded on (*date*) ___________ or ☒ none recorded.
   b. Notice of sale recorded on (*date*) ___________ or ☒ none recorded.
   c. Foreclosure sale originally scheduled for (*date*) ___________ or ☒ none scheduled.
   d. Foreclosure sale currently scheduled for (*date*) ___________ or ☒ none scheduled.
   e. Foreclosure sale already held on (*date*) ___________ or ☒ none held.
   f. Trustee's deed upon sale already recorded on (*date*) ___________ or ☒ none recorded.

10. Attached (*optional*) as Exhibit _____ is a true and correct copy of a POSTPETITION statement of account that accurately reflects the dates and amounts of all charges assessed to and payments made by the Debtor since the bankruptcy petition date.

11. ☒ (*chapter 7 and 11 cases only*) Status of Movant's loan:

a. Amount of current monthly payment as of the date of this declaration: $ See Memo for the month of , _____________ 20___.

b. Number of payments that have come due and were not made: _____. Total amount: $ See Memo

c. Future payments due by time of anticipated hearing date (*if applicable*):

An additional payment of $ See Memo will come due on (*date*) ___________, and on the _____ day of each month thereafter. If the payment is not received within _____ days of said due date, a late charge of $ See Memo will be charged to the loan.

d. The fair market value of the Property is $ See Memo, established by:

(1) ☐ An appraiser's declaration with appraisal is attached as Exhibit _____.

(2) ☐ A real estate broker or other expert's declaration regarding value is attached as Exhibit _____.

(3) ☐ A true and correct copy of relevant portion(s) of the Debtor's schedules is attached as Exhibit _____.

(4) ☐ Other (*specify*):

e. **Calculation of equity/equity cushion in Property:**

Based upon ☐ a preliminary title report ☒ the Debtor's admissions in the schedules filed in this case, the Property is subject to the following deed(s) of trust or lien(s) in the amounts specified securing the debt against the Property:

	Name of Holder	Amount as Scheduled by Debtor (*if any*)	Amount known to Declarant and Source
1st deed of trust:	See Memo	$	$
2nd deed of trust:		$	$
3rd deed of trust:		$	$
Judgment liens:		$	$
Taxes:		$	$
Other:		$	$
TOTAL DEBT: $ See Memo			

f. Evidence establishing the existence of these deed(s) of trust and lien(s) is attached as Exhibit 4 and consists of:

(1) ☐ Preliminary title report.

(2) ☐ Relevant portions of the Debtor's schedules.

(3) ☐ Other (*specify*):

g. ☒ **11 U.S.C. § 362(d)(1) - Equity Cushion:**
I calculate that the value of the "equity cushion" in the Property exceeding Movant's debt and any lien(s) senior to Movant's debt is $ See Memo and is _______% of the fair market value of the Property.

h. ☒ **11 U.S.C. § 362(d)(2)(A) - Equity:**
By subtracting the total amount of all liens on the Property from the value of the Property as set forth in Paragraph 11(e) above, I calculate that the Debtor's equity in the Property is $ seee Memo.

i. ☒ Estimated costs of sale: $ See Memo (estimate based upon ________% of estimated gross sales price)

j. ☐ The fair market value of the Property is declining because:

12. ☐ (*Chapter 12 and 13 cases only*) Status of Movant's loan and other bankruptcy case information:

a. A 341(a) meeting of creditors is currently scheduled for (*or concluded on*) the following date: ___________.
A plan confirmation hearing currently scheduled for (or concluded on) the following date:___________.
A plan was confirmed on the following date (*if applicable*): ___________.

b. Postpetition preconfirmation payments due BUT REMAINING UNPAID since the filing of the case:

Number of Payments	Number of Late Charges	Amount of Each Payment or Late Charge	Total
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$

(See attachment for additional breakdown of information attached as Exhibit ______.)

c. Postpetition postconfirmation payments due BUT REMAINING UNPAID since the filing of the case:

Number of Payments	Number of Late Charges	Amount of each Payment or Late Charge	Total
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$

d. Postpetition advances or other charges due but unpaid: $
(*For details of type and amount, see Exhibit* _____)

e. Attorneys' fees and costs: $
(*For details of type and amount, see Exhibit* _____)

f. Less suspense account or partial paid balance: $[ ]

TOTAL POSTPETITION DELINQUENCY: $

g. Future payments due by time of anticipated hearing date (*if applicable*): ___________.
An additional payment of $__________________ will come due on ___________, and on the _____ day of each month thereafter. If the payment is not received by the _____ day of the month, a late charge of $______________ will be charged to the loan.

h. Amount and date of the last 3 postpetition payments received from the Debtor in good funds, regardless of how applied (if applicable):

$__________________ received on (*date*) ___________
$__________________ received on (*date*) ___________
$__________________ received on (*date*) ___________

i. ☐ The entire claim is provided for in the chapter 12 or 13 plan and postpetition plan payments are delinquent. A plan payment history is attached as Exhibit _____. See attached declaration(s) of chapter 12 trustee or 13 trustee regarding receipt of payments under the plan (*attach LBR form F 4001-1.DEC.AGENT.TRUSTEE*).

13. ☐ Proof of insurance regarding the Property has not been provided to Movant, despite the Debtor's obligation to insure the collateral under the terms of Movant's contract with the Debtor.

14. ☐ The court determined on (*date*) ___________ that the Property qualifies as "single asset real estate" as defined in 11 U.S.C. § 101(51B). More than 90 days have passed since the filing of the bankruptcy petition; more than 30 days have passed since the court determined that the Property qualifies as single asset real estate; the Debtor has not filed a plan of reorganization that has a reasonable possibility of being confirmed within a reasonable time; or the Debtor has not commenced monthly payments to Movant as required by 11 U.S.C. § 362(d)(3).

15. ☐ The Debtor's intent is to surrender the Property. A true and correct copy of the Debtor's statement of intentions is attached as Exhibit _______.

16. ☐ Movant regained possession of the Property on (*date*) ___________, which is ☐ prepetition ☐ postpetition.

17. ☒ The bankruptcy case was filed in bad faith:

    a. ☐ Movant is the only creditor or one of few creditors listed in the Debtor's case commencement documents.

    b. ☐ Other bankruptcy cases have been filed in which an interest in the Property was asserted.

    c. ☒ The Debtor filed only a few case commencement documents. Schedules and a statement of financial affairs (or chapter 13 plan, if appropriate) have not been filed.

    d. ☒ Other (*specify*):
    See Memorandum of Points and Authorities

18. ☐ The filing of the bankruptcy petition was part of a scheme to delay, hinder, or defraud creditors that involved:

    a. ☐ The transfer of all or part ownership of, or other interest in, the Property without the consent of Movant or court approval. See attached continuation page for facts establishing the scheme.

    b. ☐ Multiple bankruptcy cases affecting the Property include:

    1. Case name: ______________________________
       Chapter: _____ Case number: ____________________
       Date dismissed: ___________ Date discharged: ___________ Date filed: ___________
       Relief from stay regarding the Property ☐ was ☒ was not granted.

    2. Case name: ______________________________
       Chapter: _____ Case number: ____________________
       Date dismissed: ___________ Date discharged: ___________ Date filed: ___________
       Relief from stay regarding the Property ☐ was ☐ was not granted.

    3. Case name: ______________________________
       Chapter: _____ Case number: ____________________
       Date dismissed: ___________ Date discharged: ___________ Date filed: ___________
       Relief from stay regarding the Property ☐ was ☐ was not granted.

    ☐ See attached continuation page for information about other bankruptcy cases affecting the Property.

    ☐ See attached continuation page for facts establishing that the multiple bankruptcy cases were part of a scheme to delay, hinder, or defraud creditors.

19. ☐ Enforcement actions taken after the bankruptcy petition was filed are specified in the attached supplemental declaration(s).

   a. ☐ These actions were taken before Movant knew the bankruptcy petition had been filed, and Movant would have been entitled to relief from stay to proceed with these actions.

   b. ☐ Movant knew the bankruptcy case had been filed, but Movant previously obtained relief from stay to proceed with these enforcement actions in prior bankruptcy cases affecting the Property as set forth in Exhibit _____.

   c. ☐ For other facts justifying annulment, see attached continuation page.

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

3/26/26	ARON ABECASSIS	
Date	*Printed name*	*Signature*

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

4665 MacArthur Court, Ste. 280, Newport Beach, CA 92660

A true and correct copy of the foregoing document entitled: **NOTICE OF MOTION AND MOTION FOR RELIEF FROM THE AUTOMATIC STAY UNDER 11 U.S.C. § 362 (with supporting declarations) (REAL PROPERTY)** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below: **Memorandum of Points & Authorities in Support of Movant's Motion for Relief from the Automatic Stay; Supplemental Declaration in Support of Movant's Motion for Relief from Stay; and Multiple Consent Statements**

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) 03/26/2026 , I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:
On (*date*) 03/26/2026 , I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*)____________ , I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Honorable Neil W. Bason
Edward R. Roybal Federal Building and Courthouse
255 E. Temple Street, Suite 1552
Los Angeles, CA 90012

☐ Service information continued on attached page

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

03/26/2026	Jackie Klabacha Powell	/s/ Jackie Klabacha Powell
Date	*Printed Name*	*Signature*

ADDITIONAL SERVICE INFORMATION

TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONICA FILING (“NEF”):

Bashar Ahmad bahmad@boutinjones.com, cdomingo@boutinjones.com
Kyra E Andrassy kandrassy@raineslaw.com, bclark@raineslaw.com;csantiago@raineslaw.com
Brian D. Cronin brian@briancroninlaw.com
Thomas M Geher tgeher@jeffer.com, bt@jmbm.com;tmg@ecf.courtdrive.com
James P Hill jhill@fennemorelaw.com, bkstaff@sullivanhill.com;hill@ecf.inforuptcy.com;kramer.kathleenc.r97749@notify.bestcase.com;Cashman-Kramer@sullivanhill.com
Gregory K Jones gjones@stradlinglaw.com, smjohnson@sycr.com;smjohnson@stradlinglaw.com
Ron Maroko ron.maroko@usdoj.gov
United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov
Jonathan Weininger JWeininger@jeffer.com
Dennis J Wickham wickham@scmv.com, nazari@scmv.com

TO BE SERVED BY UNITED STATES MAIL:

DEBTOR:
Allstate Lending Group, Inc.
2540 Corporate Place, #B108
Monterey Park, CA 91754

DEBTOR:
Allstate Lending Group, Inc.
Attn: Michael Scannell, CEO
2540 Corporate Park Place, #B108
Monterey Park, CA 91754
Agent for Service of Process

DEBTOR:
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Attorney for Movant, ARON ABECASSIS, Trustee of the Aron Abecassis Revocable Trust Dated April 14, 2004

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES DIVISION

In re: ALLSTATE LENDING GROUP SERVICING LLC, Debtor-in-Possession.	Case No.: 2:26-bk-11879-NB Chapter: 11 Jointly Administered with: Case No. 2:26-bk-11882-NB **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR RELIEF FROM THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362** **HEARING:** Date: April 21, 2026 Time: 1:00 pm Location: United States Bankruptcy Court 255 E. Temple Street Los Angeles, CA 90012 **Courtroom 1545**

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT MOTION FOR RELIEF FROM THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362

Movant, ARON ABECASSIS, Trustee of the Aron Abecassis Revocable Trust Dated April 14, 2004 ("Movant") hereby submits these Memorandum of Points and Authorities in Support of its Motion for Relief from the Automatic Stay Under 11 U.S.C. § 362 ("Motion") and supporting documents filed concurrently therewith, as follows:

I. INTRODUCTION

These jointly-administered bankruptcy cases are the direct result of a years-long fraudulent scheme that has left certain investors without their security interests in real property they were promised and paid for. Debtor, ALLSTATE LENDING GROUP, INC. ("ALG") is a lender engaged in originating and selling fractionalized interests in secured real estate loans to individual and entity investors. Debtor, ALLSTATE LENDING GROUP SERVICING LLC ("ALGS", collectively, "Debtors"), acted as the loan servicer and the deed of trust trustee for the loans that ALG originated and sold to the individual and entity investors, such as Movant. Prior to Debtors' "restructuring", ALG and ALGS were owned and operated by Kenneth Rubendall and Michael Gerard Scannell.

In a shocking admission made by Debtors in January 2026, Movant, along with all other investors, were notified via email that ALGS, through Scannell, had stolen millions of dollars in investor funds by misappropriating borrowers' loan payments and loan payoffs while at the same time executing fraudulent lien reconveyances making it appear as if the investors' liens had been lawfully satisfied. Reports regarding the status of these loans were then falsified by Debtors and the payoff funds "were directed into the ALGS account for unknown use rather than being distributed to the lenders/investors."

Immediately after receiving this admission of fraud, Movant retained counsel to investigate and confirm the status of his six (6) lien interests. Although Movant's liens remained intact, it was not unscathed as the borrowers' monthly loan payments paid to ALGS (as the servicer) were now being unlawfully withheld and the servicing of Movant's loans effectively held hostage. To that end, and based on the admitted fraudulent acts, Movant, through counsel, reached out to Debtors and their newly appointed "Chief Restructuring Officer" to terminate ALGS as the loan servicer, transfer all remaining loans to FCI Lender Services Inc. ("FCI"), who stood (and still stands) ready to take over as the new loan servicer. When no response was received, a formal termination notice was sent. Rather than cooperate with this lawful demand clearly authorized by the Master Servicing Agreement ("Servicing Agreement"), Debtors instead filed their Chapter 11 petitions on February 27, 2026, seeking the Court's protection from their own self-inflicted wounds. Now, Debtors seek to have the servicing of Movant's loans stuck in a bankruptcy black hole, to the direct detriment of Movant and all other fractionalized lienholders.

Pursuant to parties' Servicing Agreement, and based on the clear admissions of fraud and embezzlement, Movant has an absolute right to terminate ALGS as the loan servicer for its six (6) total liens that it either owns outright or has a fractionalized interest in. And, as detailed herein, for any lien where Movant does not hold at least a majority 51% interest, Movant has obtained the consent of the other majority-making lienholders to terminate ALGS as servicer. Under the contractual relationship between the parties, Debtors are not the lienholders and have no legal ownership interest in the loans or liens they are servicing. Rather, ALGS is merely entitled to, at most, a 1% monthly servicing fee. The loans themselves are owned by Movant; they are not assets of Debtors' bankruptcy estate, nor is the real property collateral securing said loans. By filing for bankruptcy and now holding the servicing rights and obligations of these loans hostage, while also withholding all incoming borrower payments and payoffs which rightfully belong to Movant and the other lienholders, Debtors are unfairly prejudicing Movant (and all other lienholders) for the unlawful acts that they themselves committed. Furthermore, Debtors are admittedly incapable of complying with their servicing obligations due to their admitted fraud and outdated record keeping procedures, making Movant's requested relief all the more warranted.

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Accordingly, stay relief is warranted and respectfully requested, pursuant to § 362(d)(1), to allow Movant to terminate ALGS as the loan servicer for the six (6) liens Movant either owns outright or has a fractionalized interest in, and to transfer servicing for said loans to FCI, because:

(1) Movant is not adequately protected due to ALGS: (a) continually failing to comply with its own obligations under the Servicing Agreement, which includes failing to make regular payments to Movant (despite Movant's immediate need for such funds), (b) admitting to materially breaching its fiduciary duties as servicer (to Movant and many others) by admittedly embezzling funds, and also being incompetent in the performance of its contractual obligations, and (c) admittedly becoming insolvent, based on documents filed by Debtors in their bankruptcy cases under penalty of perjury.

(2) Debtors have no reorganization prospects with respect to the servicing of Movant's Loans since: (1) ALGS is merely a servicer of Movant's Loans, and (2) Movant has an absolute contractual right to replace ALGS as servicer at will even without cause, (3) ALGS is only entitled to a 1% monthly servicing fee at most prior to transfer, and Debtor has admittedly failed to comply with its servicing obligations, and (4) there is no reasonable exit strategy regarding the servicing of Movant's loans.

Therefore, because Movant is not adequately protected, Debtor has no right to nor reasonable reorganization prospects with respect to the servicing of Movant's loans, and Movant has an unconditional and absolute contractual right to transfer the subject loans to a competent and solvent servicer, cause exists under 11 U.S.C. §362(d)(1) to grant Movant stay relief to transfer servicing of said loans as soon as possible.

II. STATEMENT OF FACTS

A. Loan Investments And Servicing Arrangement

In 2025, Movant invested $1.837 million in fractionalized loans originated, marketed, and sold by ALG. [Declaration of Aron Abecassis, ¶4]. In doing so, Movant relied upon representations made by Debtors as to the value, scope and usage of the encumbered properties, the terms of repayment and maturity dates as to when said loans would be repaid and/or due in full, as well as the seniority of the liens which ALG was promoting for purchase. [Declaration of Aron Abecassis, ¶4]. As a result of Debtors' direct solicitations and representations, Movant's investments were as follows:

- In July 2025, the Abecassis Trust invested $400,000.00 to purchase a 17.03% interest in a $2,350,000.00 deed of trust ALG originated, secured by real property commonly known as 600 Foothill Blvd, La Canada, California 91011, having APN 5814-028-009 (hereinafter referred to as the "600 Foothill Property");
- In July 2025, the Abecassis Trust invested $250,000.00 to purchase a 56.82% interest in a $440,000.00 deed of trust ALG originated, secured by real property commonly known as 7509 Neenah St, Commerce, California 90040, having APN 6356-015-018 (hereinafter referred to as the "7509 Neenah Property");
- In August 2025, the Abecassis Trust invested $257,000.00 to purchase a 50.69% interest in a $507,000.00 deed of trust ALG originated, secured by real property commonly known as 4429 Triggs St., Los Angeles, California 90040, having APN 5241-017-005 (hereinafter referred to as the "4429 Triggs Property");
- In September 2025, the Abecassis Trust invested $380,000.00 to purchase a 100% interest in a $380,000.00 deed of trust ALG originated, secured by real property commonly known as 1414 S. Eastern Ave., Commerce, California 90040, having APN 5241-029-036 (hereinafter referred to as the "1414 S. Eastern Property");
- In October 2025, the Abecassis Trust invested $300,000.00 to purchase a 30% interest in a $1,000,000.00 deed of trust ALG originated, secured by real property commonly known as 1707 S. Bonnie Brae St., Los Angeles, California 90006, having APN 5135-010-009 (hereinafter referred to as the "1707 S. Bonnie Brae Property"); and
- In November 2025, the Abecassis Trust invested $250,000.00 to purchase a 27.9% interest in a $895,000.00 deed of trust ALG originated, secured by real property commonly known as 2216-2220 23rd St., San Francisco, California 94107, having APN 27-4158-033-01 (hereinafter referred to as the "2216-2220 23rd St. Property").

[Declaration of Aron Abecassis, ¶4 and DOTs, Assignments of DOTs, and Proof of Funding for each loan attached as Exhibits 1-13].

ALGS' services as the loan servicer are governed by a general Master Loan Servicing Agreement (the "Servicing Agreement") [Declaration of Aron Abecassis, ¶5 and Exhibit 14]. Each deed of trust calls for approximately 12-14 months of interest-only monthly payments by borrowers, at which time the loan would mature, thus ensuring the timely repayment to Movant of its invested funds, plus all accrued monthly interest payments. [Declaration of Aron Abecassis, ¶5]. Each loan and its corresponding deed of trust was to be lawfully serviced by ALGS with Movant receiving his respective portion of incoming funds that ALGS received via borrowers' monthly payments, followed by full payoffs once the loans were fully repaid upon maturity. [Declaration of Aron Abecassis, ¶6].

B. <u>Debtor's Servicing Default</u>

Beginning in January 2026, however, Movant stopped receiving any borrower monthly payment disbursements from ALGS and, later that same month, became aware of certain lawsuits being filed against Debtors detailing the misuse and conversion of borrower monthly loan payments and loan payoff funds culminating in fraudulent reconveyances showing the investor's security instruments being reconveyed without any payoff to the investors. [Declaration of Aron Abecassis, ¶¶7, 10].

Shortly thereafter, on January 21, 2026, Movant received notification from ALG's co-owner, Kenneth Rubendall, advising all investors that ALG's other owner, Scannell, was: (1) misappropriating and stealing investor funds, (2) had been receiving loan payoffs which were unlawfully diverted for an "unknown use rather than being distributed to the lenders/investors", and (3) had been providing inaccurate financial reports "regarding the status of loans" and the investors' "overall financial position." [Declaration of Aron Abecassis, ¶8 and Exhibit 15]. Additionally, Debtors' January 21, 2026 notice to all investors indicated that all regularly scheduled recurring monthly payments to investors from incoming borrower payments had been suspended pending an indefinite "audit". [Declaration of Aron Abecassis, ¶10 and Exhibit 15].

Debtors offered to provide nothing more than a "formal progress report within the next 30-45 days." [*Id.*] Movant was then notified on February 4, 2026 that Debtors had appointed Howard Grobstein as "Chief Restructuring Officer" to "serve as forensic accountants for both Debtors to "conduct a comprehensive forensic analysis of the financial records of [ALG and ALGS], to determine the full scope of the alleged irregularities". [Declaration of Aron Abecassis, ¶11 and Exhibit 16]. Again, Debtors offered nothing more than a vague statement that the "CRO will endeavor to keep Lenders/Investors updated on the status of this review and the proposed course of action." *Id*.

C. State Court Litigation (Case Number 26STCV03367)

On or about February 2, 2026, due to Debtor's failure to respond to Movant despite multiple attempts, Movant was forced to commence a civil action against Debtors by filing a complaint against Debtors ("Complaint") in Los Angeles Superior Court, and received case number 26STCV03367 (the "State Court Action"). Movant's Complaint alleges causes of action for: (1) Breach of Fiduciary Duty, (2) Conversion, (3) Quiet Title, (4) Declaratory Relief, and (5) Accounting (the "Complaint"). A true and correct copy of the Complaint is attached as **Exhibit 1** to the Request for Judicial Notice ("RJN"), being filed concurrently in support of this Motion for Relief. The Complaint was then amended on or about February 18, 2026 to add the additional cause of action for Fraud. [See RJN, **Exhibit 2**].

1) Termination Notice

On February 10, 2026, given the severity of Debtors' fraudulent actions, admissions of guilt, and the amount of investments at issue, Movant, through counsel, provided formal notice of servicing termination to Debtors and their newly appointed CRO, and demanded the transfer of all remaining loans to FCI Lender Services Inc. ("FCI") [Declaration of Aron Abecassis, ¶13 and Exhibit 17].

On March 3, 2026, a Notice of Stay of Proceedings ("Stay Notice") was filed in the State Court Action, advising that on February 27, 2026, Defendants and Debtors ALG and SLGS, had each filed for chapter 11 bankruptcy protection in the Bankruptcy Court for the Central District of California – Los Angeles Division (the "Bankruptcies"), and that there was an automatic stay in effect regarding all estate property of ALG and ALGS. [See RJN, **Exhibit 3**].

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D. <u>Consolidated Bankruptcy Case Filings</u>

1) <u>ALG and ALGS Bankruptcies</u>

On February 27, 2026, just thirteen (13) days prior to the expiration of the thirty (30) days referenced in the Master Loan Servicing Agreement [See Declaration of Aron Abecassis, ¶15 and Exhibits 14 and 17], Debtors commenced two separate Chapter 11 bankruptcy cases by filing bare-bones skeletal bankruptcy petitions (Case No. 2:26-bk-11879-NB, the "ALG Bankruptcy" and Case No. 2:26-BK-11882-NB, the "ALGS Bankruptcy"). Debtors each allege in their respective petitions, *filed under penalty of perjury*, that their total estate assets are valued between $500,000-$1 million, and their total estate liabilities are between $50 million to $100 million. [See RJN, **Exhibits 4-5**].

a) Motion to Joint Administration of Case

On March 3, 2026, ALG filed an ex parte motion to the Joint Administration of the ALG Bankruptcy with the ALGS Bankruptcy, with the ALG Bankruptcy becoming the Lead Case ("Motion to Consolidate") [See Docket 9]. The Motion to Consolidate asserts that the ALG Bankruptcy and ALGS Bankruptcy were filed due to the State Court Litigation and to "provide a forum where the interests of all constituents would be protected" and to "allow time to conduct a forensic accounting to identify any misappropriated funds and to determine how investor funds were utilized", adding that "this analysis will help determine Debtors' exit strategies for their cases" [*id*]. The Motion to Consolidate was granted on March 4, 2026. [See Docket 10].

b) Motion to Extend Time

On March 10, 2026, ALG filed an ex parte motion in the Lead Case for an order extending time for Debtors to File Schedules of Assets and Liabilities and Statements of Financial Affairs, and All Other Required Documents ("Motion to Extend Time"), which requests two additional months for Debtor to complete its research of its and ALGS' loans and to file basic information and documents generally required within 14 days of a bankruptcy case filing [See Docket 23]. The Motion to Extend Time admits that, while Debtors' books and records consist of "some electronic spreadsheets" the vast majority Debtors' books and records, including the tracking of outstanding loans, were never computerized" and that "75 banker's boxes of records, including loan files" need to be individually manually reviewed by hand [*id.*]. The Motion to Extend Time also concedes that because of the outdated record keeping of Debtors, the necessary audit will be complex and take a great deal of time to review and confirm even basic information from its books and records, such as the amounts put in by investor/lenders and the status of the various loans and liens. [See Docket 23]. The Ex Parte Motion to Extend Time was granted on March 4, 2026, extending the deadline for Debtors to file nearly all their financial information and documents, to May 12, 2026 [See Docket 24].

c) Motion to Use Pre-Petition Accounts

On March 13, 2026, ALG filed a Motion for Order Authorizing Continued Use of Certain of Debtors' Three (3) Pre-petition Bank Accounts ("Motion to Use Pre-Petition Accounts"), which seemingly alleges that monthly statements have never been sent to the borrowers on the loans serviced by Debtors. [See Dockets 29-30].

The automatic stay in the pending Bankruptcy precludes Movant from exercising its post-default remedies under the Note and Deed of Trust with respect to the Property and requires that Movant seek relief from the automatic stay to exercise its non-bankruptcy rights therein, which includes transferring its servicing rights to FCI, so that it can take servicing actions required to adequately protect Movant's interests.

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III. LEGAL ARGUMENT

A. Relief From Stay Is Warranted Under § 362(d)(1), For Cause, As Movant Is Not Adequately Protected Because: (A) ALGS Has Failed To Make The Required Payments To Movant (Despite Movant's Immediate Need For Said Funds); (B) ALGS Has Materially Breached Its Fiduciary Duty As Servicer, By Committing Fraud And Repeatedly Failing To Comply With The Terms Of The Master Servicing Agreement, Which Has Caused Further Hardship To Creditors; And (C) ALGS Is Admittedly Insolvent

> 11 U.S.C. § 362(d) states - on request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay—(1) the stay of an act against property of the estate under subsection (a) of this section continues until such property is no longer property of the estate;[1] (1) for cause, including the lack of adequate protection of an interest in property of such party in interest

The primary basis for obtaining relief under 362 is for "cause" under (d)(1), which federal courts have broadly interpreted to include debtor mismanagement, incompetence, insolvency, and situations threatening the secured creditor's collateral value. See *Matter of Holly's, Inc., 140 B.R. 643 (1992).* For example, the Ninth Circuit has found sufficient cause to grant a creditor stay relief under § 362(d)(1) when a debtor had not been diligent in carrying out his or her duties in the bankruptcy case, or when a debtor has failed to make consistent and timely post-petition payments to his/her creditors, or when a debtor was using bankruptcy as a means to delay payment or foreclosure. *In re Harlan*, 783 F.2d 839 (BAP 9th Cir. 1986); *In re Ellis*, 60 B.R. 432 (BAP 9th Cir. 1985). A lack of adequate protection has been found when payments are not being made, especially when the value of the collateral is decreasing. See for e.g. *Pistole v. Mellor (In r Mellor)*, 734 F.2d 1396 (9th Cir. 1984).

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[1] 11 U.S.C. §362(d)(1)(Emphasis added).

Moreover, when servicing agreements contain at-will transfer provisions and a debtor servicer demonstrates incompetence or insolvency that could impair loan performance or borrower relationships, courts have also found sufficient cause under § 362(d)(1) to grant relief to allow Movant to transfer servicing to a more competent servicer. *In re DMR Financial Services, Inc.,* 274 B.R. 465 (2002); *See In re American Home Mortg. Holdings, Inc.,* 402 B.R. 87 (2009); See also *In re LiTenda Mortg. Corp*., 246 B.R. 185 (2000). In short, relief from the automatic stay is appropriate to transfer loan servicing rights away from an incompetent, insolvent debtor servicer under several grounds provided by 11 U.S.C. § 362(d)(1), especially here where Debtors' insolvency, incompetence, and financial hardships were the direct result of their own acts of fraud and embezzlement.

1) <u>Standing</u>

As a preliminary matter, Movant has provided clear evidence that it has standing to file and prosecute this Motion for Relief with respect to all six (6) liens in which Movant has an interest. First, for all six (6) consensual liens, Movant has provided clear and convincing evidence that it both: (1) loaned funds with respect to certain real properties, and (2) had repayment of said loans secured by deeds of trust and assignments of deed of trust recorded against the respective secured properties, thus providing Movant with either a complete or fractionalized secured interest in said properties. [Declaration of Aron Abecassis, ¶4 and DOTs, Assignments of DOTs, and Proof of Funding for each loan attached as **Exhibits 1-13**]. And regarding those liens in which Movant does not have a complete or majority secured interest, Movant has obtained the written consent from the other lienholders to create a majority of lienholders who affirmatively elect to terminate ALGS as servicer and to transfer servicing rights for the six (6) loans/liens to FCI. Fully executed Consent Statements signed by the other investors – Grant Michelson, Brett Perrine, and Dicey Perrine, Jon Woodruff, James R. Dotson and Margaret R. Dotson and TRMY

Inc. – are being filed concurrently in support of this Motion for Relief. Movant has also provided (and verified) a true and correct copy of the applicable Servicing Agreement, which gives Movant the absolute right to terminate the relationship with ALGS at will and without cause, so long as 30 days' notice is provided [Declaration of Aron Abecassis, **Exhibit 14]**. Thus, Movant has shown by clear and convincing evidence that it has standing to proceed with this Motion for Relief as it relates to the six (6) loans it owns.

2) <u>Payments Are Not Being Made</u>

Debtor has materially breached the terms of the Servicing Agreement, and continues to do so while in bankruptcy to Movant's detriment. Debtor has admittedly put all regular servicing disbursements on hold since January 2026, as well as at least one total pay off disbursement to which Movant is entitled, while a third party investigates the extent and impact of Debtors' rampant fraud and embezzlement, as was recently admitted by Debtors in writing. [See Declaration of Aron Abecassis, **¶¶ 8- 10 & Exhibit 15**]. Debtors also recently alleged they will need at least a couple more months to complete an audit – and will then file the required bankruptcy financial disclosures and assess their exit strategy – largely due to Defendants' failure to digitize their own records. [See Docket 24]. Nowhere do Debtors represent that Movant will receive any payments it is entitled to either during this "audit" or even after the audit finally concludes. Thus, Movant might not receive any payments for many more months, if at all, despite Movant needing those funds to meet his own personal obligations, including the payment of his own monthly home mortgage payments and living expenses. [Declaration of Aron Abecassis, ¶ **17**]. Movant is not a bank or credit union; rather, he is an individual investor using his own funds for these private investments who is now not receiving monthly payments from ALGS, despite such disbursements being required under the terms of the Servicing Agreement. Worst of all, the sole reason for the withholding of payments is directly caused by ALGS's admitted embezzlement and fraud. [*id*]. As a result, Movant is not adequately protected, as no payments are being made and the instant bankruptcy was filed merely to prevent Movant from exercising its state law and contractual rights and remedies to transfer servicing of its loans to a competent and solvent servicer under the clear terms of the Servicing Agreement.

3) <u>ALGS Continues Failing to Comply with its Servicing Obligations to Movant and has admittedly become Insolvent</u>

As explained above, inadequate servicing by a financially distressed debtor servicer may well threaten the value of the underlying collateral, which also constitutes a lack of adequate protection. Business necessity may require a prompt service transfer to maintain effective loan administration and borrower relations, especially when the servicer's financial condition may impair its ability to perform essential servicing functions, potentially harming the note holder's interests. *See Matter of Holly's Inc.,* 140 B.R. 643, 699 (Bankr.W.D.Mich.1992) ; *In re DMR Financial Services, Inc.,* 274 B.R. 465 (2002).

Here, in addition to committing embezzlement and fraud against borrowers and Movant and other lienholders, which has now prevented Movant from receiving the much needed disbursements it is entitled to, Movant will also now be deprived of payments for at least another couple of months, due to ALGS' own incompetence and failure to digitize its records, leading to further delay and complications [See Docket 23]. Indeed, Debtors admit in their Motion to Extend Time, that ALGS' records are a mess, and it will require much effort and additional months to finally sort it out because only a small amount have been digitized [*id*]. ALGS has also seemingly admitted that it has never sent out regular monthly statements to its borrower and/or lienholders. [See Docket 28]. These revelations, on the heals of ALGS' admitted embezzlement, are unreasonable and clearly put the subject liens at major risk of losing value or enforcement ability, especially when Debtors are admittedly insolvent [See RJN, **Exhibits 4-5**]. Specifically, Debtors admit in their bankruptcy petitions, *filed under penalty of perjury*, that their combined estate assets are valued between $500,000-$1 million, while their estate liabilities are between $50 million to $100 million [See RJN, **Exhibits 4-5**]. With such meager assets compared to such massive liabilities, it is highly doubtful Debtor can make the necessary advances, which would include advances on delinquent senior loans, real property taxes, and forced placed insurance policies, when borrowers inevitably fail to comply with their payment obligations. [*id*]. Thus, Movant is not adequately protected, and should be granted stay relief so that it can exercise its legal and contractual rights to transfer servicing of its loans to a servicer who has not committed fraud and embezzlement, with updated electronic record-keeping, and sufficient assets to ensure Movant's secured interests in the real property collateral is fully protected.

By contrast, the prompt transfer of the six loans at issue will have minimal impact on Debtors, since ALGS is only the servicer (not an owner or borrower), and is only contractually entitled to a 1% monthly servicing fee, at most, and again, Debtor has admittedly failed to comply with the terms of the Servicing Agreement. Thus, stay relief is warranted under 362(d)(1) for a lack of adequate protection.

B. Relief From Stay Is Also Warranted Under § 362(d)(1) Because (1) Movant Has An Absolute Contractual Right To Replace Debtor As The Servicer At Will, (2) Debtor Is Only Entitled To No More Than A 1% Monthly Servicing Fee Prior To Transfer, And (3) Debtor Has No Reorganization Prospects With Respect To The Servicing Of Movant's Loans

Under applicable Ninth Circuit Law, the courts maintain discretion to enforce material contractual provisions, especially contractual provisions that protect property interests as opposed to mere contract rights. See *In re Weisband,* 427 B.R. 13 (Bankr. D. Ariz. 2010). Indeed, a servicing agreement that allows secured creditors to replace loan servicers "at will and without cause" should be viewed as protecting the secured creditor's property interest in ensuring proper loan administration and collateral preservation, rather than merely as contractual payment rights. See *id*. See also *In re DMR Financial Services, Inc.,* 274 B.R. 465 (2002); *See In re American Home Mortg. Holdings, Inc.,* 402 B.R. 87 (2009)*;* See also *In re LiTenda Mortg. Corp*., 246 B.R. 185 (2000). Courts often recognize the validity of contractual provisions allowing servicer replacement, even in bankruptcy, so long as it obtains bankruptcy court permission while the servicer is in bankruptcy. *id*. Indeed, Movant is not aware of any requirement of the Bankruptcy Code, Bankruptcy Rules, or Local Rules of this Court that limits a Creditor's ability to transfer servicing of a mortgage loan during a bankruptcy case, so long as permission from the court is first obtained.*"*[2].

Courts examine whether a debtor's servicer can fulfill essential fiduciary duties owed to secured creditors and borrowers, and evidence of servicing inadequacies might include failure to collect payments timely, inadequate loss mitigation efforts, improper escrow management, regulatory violations, or an inability to maintain required licenses and bonding. See *Matter of Holly's, Inc.,* 140 B.R. 643 (1992). The insolvency of a servicer may also compound these concerns by creating questions about the servicer's ability to advance funds for property taxes, insurance, or foreclosure proceedings as typically required under servicing agreements. See *id.*

Cause can also exist to lift the automatic stay when a debtor fails to propose a feasible chapter 11 plan of reorganization. See *In re Smith,* 333 B.R. 94 (2005); see also *In re Dupell,* 235 B.R. 783 (1999). Failing to demonstrate an inability to reorganize effectively can also justify stay relief, and courts also find cause to terminate the stay when debtors engage in bad faith filings. *In re Syndicom Corp.,* 268 B.R. 26 (2001).

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[2] 12 U.S.C. § 2605 just requires a transferee of loan servicing to notify the borrower not more than 15 days after the effective date of transfer of the servicing of the mortgage loan.

1) Movant has an Absolute Right to Transfer Servicing Rights at Will

Here, as was explained above, Debtor has provided concrete and signed documentation admitting to major servicing defects (and actual crimes, i.e. embezzlement and fraud), which obviously affect loan performance, since there is now a large hold on any disbursements due to a pending audit, which has also been prolonged by ALGS's incompetence and record keeping failures. [See Docket 23]. Debtors admit that this bankruptcy commenced in light of certain lawsuits filed against them, and to predominantly stop Movant from transferring its loans to a reputable, competent servicer, who had not committed financial crimes against its clients. [See Dockets 9, 23, 29-30]. Yet Movant is plainly entitled under the terms of the Servicing Agreement to transfer service without cause and at will. Thus, Movant is entitled to terminate ALGS as servicer and transfer the servicing of the loans under legal, contractual, and equitable grounds.

To be clear, it has now been nearly three (3) months without any return on Movant's investments – funds which Movant relies on to meet his own financial obligations and living expenses. Such continued prejudice, at the hands of Debtors who created this mess with their own fraudulent acts, is unjust and unwarranted. Debtors have lost the right to service these loans and any cries to the contrary should fall on deaf ears. Debtors' actions in holding the servicing of these loans hostage simply because they filed a disparate and hasty bankruptcy, while also withholding incoming borrower monthly payments belonging to Movant, is unlawful, prejudicial and should not be permitted by this court of equity.

2) Debtor Has No Reorganization Prospects with respect to the Servicing of Movant's Loans

Debtors recently requested (and obtained) at least an additional 60 days to research all accounts and to consider exit strategies. But there is no conceivable exit strategy for Debtors regarding the servicing of Movant's loans. Again, ALGS *does not own the subject loans*, rather, ALGS was and is merely entitled to a monthly servicing fee subject to termination, as stated in the party's Servicing Agreement. Unless specifically provided for by the bankruptcy code, ALGS cannot obtain greater state law rights regarding the Servicing Agreement by simply filing for bankruptcy protection with a bare-bones skeletal bankruptcy petition, especially after an officer of ALGS admittedly committed major financial crimes against both the borrowers and investors like Movant. There is simply no basis under the bankruptcy code for Debtor to convert a servicing agreement, which expressly gives Movant full discretion to transfer servicing for whatever reason and at any time, into a new agreement that prevents any transfer without servicer approval, especially when, as explained above, the current servicer is incompetent and recently committed fraud and embezzlement, and the servicing change is reasonably necessary to protect Movant and its secured interests moving forward.

Indeed, Debtors have not communicated their potential exit strategies regarding Movant's loans. Presumably, because they do not have any. Even if the plan were to just try to continue servicing all loans, and to disburse all funds after the audit concludes, this strategy does not move the needle for ALGS, which again, is only entitled to, at most, a 1% monthly fee for servicing the loans. Under the servicing agreement, Debtors are simply entitled to the same 1% monthly fee unless and until the real properties are sold, the liens refinanced, or until Movant exercises its contractual rights and transfers servicing to a competent servicer that is not currently embroiled in major crimes and scandals.

It must also be noted that transferring the loan to a new servicer should not prevent ALGS from completing its audit, as these loans will need to audit as a necessary part of closing and transferring the files anyway. But there is no reason why this cannot be done quickly, as there are just 6 loans at issue, and Movant has already submitted admissible evidence confirming that: (1) Movant loaned the money to the borrowers, (2) repayment of which is secured by recorded deeds of trust in specific real properties which have been assigned to Movant, making Movant a Bonafide secured creditor and lienholder, (3) Debtors have withheld monthly disbursements since January 2026, in violation of the Servicing Agreement, and (4) the withheld disbursements are necessary for Debtor's required expenses. [See Declaration of Aron Abecassis, **¶¶ 1-17 & Exhibits 1-17**]. As such, this Motion for Relief should be granted, and Movant should be authorized by court order to transfer servicing pursuant to the terms of the servicing agreement without potentially violating any bankruptcy stay.

IV. CONCLUSION

Considering the above, Movant respectfully requests the following relief:

1. That the automatic stay of 362(a) be terminated as to Debtor and Debtor's bankruptcy estate, so that Movant (and/or any successors or assigns) may proceed under applicable non-bankruptcy law to enforce its rights and remedies by transferring servicing of the subject loans from Debtors to FCI.

2. That the 14-day stay prescribed by FRBP 4001(a)(3) be waived; and

3. For such other relief that this Court should find to be just and appropriate.

WRIGHT, FINLAY & ZAK, LLP

Dated: March 26, 2026

By: */s/ Arnold L. Graff*
Arnold L. Graff, Esq.
Attorneys for Movant.

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Attorneys for Movant,
ARON ABECASSIS, Trustee of the Aron Abecassis Revocable Trust Dated April 14, 2004

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES DIVISION

In re: ALLSTATE LENDING GROUP SERVICING LLC, Debtor.	Case No.: 2:26-bk-11879-NB Chapter: 11 Jointly Administered with: Case No. 2:26-bk-11882-NB Assigned for all purposes to the Honorable Neil W. Bason **SUPPLEMENTAL DECLARATION OF ARON ABECASSIS IN SUPPORT OF MOTION FOR RELIEF FROM AUTOMATIC STAY UNDER 11 U.S.C. § 362 (REAL PROPERTY)** HEARING: Date: April 21, 2026 Time: 1:00 pm Location: United States Bankruptcy Court 255 E. Temple Street Los Angeles, CA 90012 **Courtroom 1545**

I, *Aron Abecassis,* hereby declare and state as follows:

1. I am an individual over the age of 18 years old, acting in my capacity as the duly authorized Trustee of the Aron Abecassis Revocable Trust Dated April 14, 2004 (the "Abecassis Trust"), which has filed a motion for relief from the automatic stay (the "Motion") in the above-

captioned bankruptcy action commenced by the debtor, ALLSTATE LENDING GROUP SERVICING LLC ("Debtor" or "ALGS"), with respect to the servicing of loans/liens in connection with the real properties detailed below.

2. I am authorized to make this declaration for and on behalf of Movant and, except where otherwise indicated, the following facts are true either of my own personal knowledge and/or from my personal review of the pertinent documents addressed herein and maintained by Movant. If called upon to do so, I could and would competently testify to the truth thereof under oath. This declaration is being provided in support of the Motion for Stay Relief (the "Motion") being filed concurrently herewith.

3. I am a private investor that purchased fractionalized interests in loans originated, marketed, and sold by ALLSTATE LENDING GROUP, INC. ("ALG") (debtor in Case No.: 2:26-bk-11879-NB). In those transactions, ALGS acted as the loan servicer and the deed of trust trustee for the loans/liens which ALG originated and sold to individual and entity investors.

4. As a direct result of ALG's solicitations and representations regarding the value and usage of the encumbered properties, the terms of repayment and maturity dates as to when said loans would be repaid and/or due in full, as well as the seniority of the liens which ALG was promoting for purchase, I invested as follows:

- In July 2025, the Abecassis Trust invested $400,000.00 to purchase a 17.03% interest in a $2,350,000.00 deed of trust ALG originated, secured by real property commonly known as 600 Foothill Blvd, La Canada, California 91011, having APN 5814-028-009 (hereinafter referred to as the "600 Foothill Property") – A true and correct copy of the recorded Deed of Trust and recorded Assignment of Deed of Trust evidencing my lienholder interest is attached hereto as **Exhibits 1-2.** A true and correct copy of a wire confirmations report evidencing the payment of these investment funds for the above-referenced lienholder interest is attached hereto as **Exhibit 3**, see page 4;

- In July 2025, the Abecassis Trust invested $250,000.00 to purchase a 56.82% interest in a $440,000.00 deed of trust ALG originated, secured by real property commonly known as 7509 Neenah St, Commerce, California 90040, having APN 6356-015-018 (hereinafter referred to as the "7509 Neenah Property") – A true and correct copy of the recorded Deed of Trust and recorded Assignment of Deed of Trust evidencing my lienholder interest is attached hereto as **Exhibits 4-5**. See also proof of funding, **Exhibit 3**, page 5;

- In August 2025, the Abecassis Trust invested $257,000.00 to purchase a 50.69% interest in a $507,000.00 deed of trust ALG originated, secured by real property commonly known as 4429 Triggs St., Los Angeles, California 90040, having APN 5241-017-005 (hereinafter referred to as the "4429 Triggs Property") – A true and correct copy of the recorded Deed of Trust and recorded Assignment of Deed of Trust evidencing my lienholder interest is attached hereto as **Exhibits 6-7**. See also proof of funding, **Exhibit 3**, page 6 (note, my wire was for a total of $307,000.00, which included my $257,000.00 investment plus another $50,000.00 invested on behalf of my son Joel Abecassis who received a 9.87% lienholder interest in the Deed of Trust);

- In September 2025, the Abecassis Trust invested $380,000.00 to purchase a 100% interest in a $380,000.00 deed of trust ALG originated, secured by real property commonly known as 1414 S. Eastern Ave., Commerce, California 90040, having APN 5241-029-036 (hereinafter referred to as the "1414 S. Eastern Property") – A true and correct copy of the recorded Deed of Trust and recorded Assignment of Deed of Trust evidencing my lienholder interest is attached hereto as **Exhibits 8-9.** See also proof of funding, **Exhibit 3**, page 7;

- In October 2025, the Abecassis Trust invested $300,000.00 to purchase a 30% interest in a $1,000,000.00 deed of trust ALG originated, secured by real property commonly known as 1707 S. Bonnie Brae St., Los Angeles, California 90006, having APN 5135-010-009 (hereinafter referred to as the "1707 S. Bonnie Brae Property") – A true and correct copy of the recorded Deed of Trust and recorded Assignment of Deed of Trust evidencing my lienholder interest is attached hereto as **Exhibits 10-11.** See also proof of funding, **Exhibit 3**, page 8;

- In November 2025, the Abecassis Trust invested $250,000.00 to purchase a 27.9% interest in a $895,000.00 deed of trust ALG originated, secured by real property commonly known as 2216-2220 23rd St., San Francisco, California 94107, having APN 27-4158-033-01 (hereinafter referred to as the "2216-2220 23rd St. Property") – A true and correct copy of the recorded Deed of Trust and recorded Assignment of Deed of Trust evidencing my lienholder interest is attached hereto as **Exhibits 12-13**. See also proof of funding, **Exhibit 3**, page 9.

5. ALGS's services as the loan servicer are governed by a general Master Loan Servicing Agreement, a true and correct copy of which is attached hereto as **Exhibit 14**. Under said agreement, ALGS is only entitled to a monthly "servicing fee" equal to 1% per annum for loans with a principal balance up to $500,000.00, and .5% per annum for loans with a principal balance over $500,000.00. Each Deed of Trust called for approximately 12-14 months of interest only payments by the borrowers, at which time the loan would mature, thus ensuring the timely repayment of the invested funds plus all accrued monthly interest payments. Under the terms of

the Master Loan Servicing Agreement, I had the right to terminate the agreement upon 30 days written notice.

6. Each loan and its corresponding deed of trust was to be lawfully serviced by ALGS with Movant receiving their respective portions of incoming funds ALGS received via borrower monthly payments followed by full payoffs once the loans were fully repaid by the borrowers upon maturity.

7. In January 2026, I became aware of certain lawsuits being filed against Debtors alleging misuse and conversion of borrower monthly loan payments and loan payoff funds culminating in fraudulent reconveyances showing investor's security instruments being reconveyed without any payoff to the investors.

8. On January 21, 2026, I received notification from ALG's co-owner, Kenneth Rubendall, advising all investors that ALG's other owner, Scannell, was (1) misappropriating and stealing investor funds, (2) had been receiving loan payoffs which were unlawfully diverted for an "unknown use rather than being distributed to the lenders/investors", and (3) had been providing inaccurate financial reports "regarding the status of loans" and the investors' "overall financial position." A true and correct copy of the letter I received is attached hereto as **Exhibit 15**.

9. After receipt of this letter, I retained counsel who searched title and discovered that the 1414 S. Eastern Property appeared to have been sold approximately one month after my purchase of the ALG lien, whereby Debtor appears to have received full repayment for the lien held by the Abecassis Trust, yet did not pay the Abecassis Trust any of the payoff funds.

10. Borrowers' monthly loan payments being received by ALGS were also unlawfully being withheld by Debtor and the servicing of my loans were being held hostage. Specifically, I have not received any monthly borrower loan payments from ALGS since January 2026. Instead, Debtor's January 21, 2026 notice to all investors indicated that all regularly scheduled recurring monthly payments to investors from incoming borrower payments had been suspended pending an indefinite "audit". Debtor offered nothing more than a "formal progress report within the next 30-45 days." *See* **Exhibit 15** attached hereto.

11. I was then notified on February 4, 2026 that ALG/ALGS had appointed Howard Grobstein as "Chief Restructuring Officer" to "serve as forensic accountants for both" ALG and ALGS to "conduct a comprehensive forensic analysis of the financial records of [ALG and ALGS] to determine the full scope of the alleged irregularities". Again, Debtor offered nothing more than a vague statement that the "CRO will endeavor to keep Lenders/Investors updated on the status of this review and the proposed course of action." A true and correct copy of the letter I received is attached hereto as **Exhibit 16**.

12. Given the severity of the Debtor's fraudulent actions, the admissions of guilt, and the amount of investments at issue, I desired, and <u>had an absolute contractual right</u>, to terminate ALGS as the servicer of these loans/liens. To that end, I, through counsel, reached out to Debtors and their newly appointed "Chief Restructuring Officer" to discuss the termination of ALGS as loan servicer and sought their cooperation in the transfer of the subject loans to FCI Lender Services Inc.

13. After no response was received, I, through counsel, sent ALGS a formal termination notice via overnight delivery on February 10, 2026. In accordance with Section 2(c) of the Master Loan Servicing Agreement (see **Exhibit 14**), the written notice provided that ALGS's services as loan servicer were being terminated upon thirty (30) days' notice. The termination letter applied to all loans serviced by ALGS on behalf of Movants, and demanded that ALGS initiate the transfer of all documents and other necessary information to the new servicer, FCI Lender Services Inc., 8180 E Kaiser Blvd, Anaheim, CA 92808, Attention: Lucy Hernandez – Tel: (800) 931-2424 x 296; Email: lhernandez@myfci.com. A true and correct copy of this termination letter is attached hereto as **Exhibit 17**.

14. At all times, FCI Lender Services Inc. has remained ready and able to take over the servicing of the subject loans.

15. Debtor, however, refused to cooperate, and instead, filed its Chapter 11 petition on February 27, 2026, just thirteen (13) days prior to the expiration of the thirty (30) days referenced in the Master Loan Servicing Agreement.

/ / /

16. Debtor is not the owner of the subject liens/loans, but rather just the servicer entitled to a monthly servicing fee, and Movants have a legal and contractual right to terminate Debtor as the servicer of the subject loans. Given the severity of the Debtor's fraudulent actions and admissions of guilt detailed above, a servicing transfer is more than warranted and Debtor's desire to continue receiving monthly servicing fees should not outweigh Movants' legal and contractual rights.

17. Furthermore, I rely on the receipt of borrowers' monthly loan payments and loan payoffs for those loans I have invested in to meet my own financial obligations, including the payment of my own monthly home mortgage payments, living expenses, and for future investment opportunities. Having funds which I am legally and contractually entitled to be held hostage in bankruptcy is inequitable and unfairly prejudicial. Debtor and debtor ALG are the ones that caused this problem through their unlawful and fraudulent acts. Private investors like myself who invested in the subject loans should not be further victimized here and left to suffer for Debtors' self-induced financial hardships they now face.

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

Executed this 25 day of March, 2026, at Van Nuys, CA.

ARON ABECASSIS, Trustee of the Aron Abecassis Revocable Trust Dated April 14, 2004, Declarant

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Pages: 0025

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Recorder's Office, Los Angeles County,
California

07/21/25 AT 08:00AM

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TAXES:	0.00
OTHER:	0.00
PAID:	120.00

SEQ:
03

SECURE - 8:00AM

THIS FORM IS NOT TO BE DUPLICATED

Recording requested by
SoCal TITLE COMPANY

Recording Requested By:
ALLSTATE LENDING GROUP, INC

And After Recording Return To:
ALLSTATE LENDING GROUP,
INC
2540 CORPORATE PLACE STE B108
MONTEREY PARK, CALIFORNIA 91754

APN 5814-028-009

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 3, 4, 10, 11, 12, 16, 19, 24, and 25. Certain rules regarding the usage of words used in this document are also provided in Section 17.

Parties

(A) **"Borrower"** is 600 FOOTHILL OWNER, LP., A CALIFORNIA LIMITED PARTNERSHIP

currently residing at 4811 PALM DRIVE, LA CANADA FLINTRIDGE, CALIFORNIA 91011 .

Borrower is the trustor under this Security Instrument.
(B) **"Lender"** is ALLSTATE LENDING GROUP, INC

Lender is a CALIFORNIA CORPORATION organized and existing under the laws of

Exempt From Fee GC27388.1(A)(1)
fee cap of $225.00 reached

CALIFORNIA . Lender's address is 2540 CORPORATE PLACE STE B108, MONTEREY PARK, CALIFORNIA 91754 .
Lender is the beneficiary under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.
(C) "Trustee" is ALLSTATE LENDING GROUP SERVICING LLC .

Trustee's address is 2540 CORPORATE PLACE, SUITE B108, MONTEREY PARK, CALIFORNIA 91754 .
The term "Trustee" includes any substitute/successor Trustee.

Documents

(D) "Note" means the promissory note dated July 14, 2025 , and signed by each Borrower who is legally obligated for the debt under that promissory note, that is in either (i) paper form, using Borrower's written pen and ink signature, or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender TWO MILLION THREE HUNDRED FIFTY THOUSAND AND 00/100 Dollars (U.S. $ 2,350,000.00) plus interest. Each Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than December 1, 2026 .
(E) "Riders" means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider
☒ 1-4 Family Rider	☐ Planned Unit Development Rider
☐ Second Home Rider	☒ Other(s) [specify]: Balloon Rider

(F) "Security Instrument" means this document, which is dated July 14, 2025 , together with all Riders to this document.

Additional Definitions

(G) "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.
(H) "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.
(I) "Default" means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender

provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide Lender with material information in connection with the Loan, as described in Section 8; or (iv) any action or proceeding described in Section 12(e).

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

(K) "Electronic Signature" means an "Electronic Signature" as defined in the UETA or E-SIGN, as applicable.

(L) "E-SIGN" means the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 *et seq.*), as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

(M) "Escrow Items" means: (i) taxes and assessments and other items that can attain priority over this Security Instrument as a lien or encumbrance on the Property; (ii) leasehold payments or ground rents on the Property, if any; (iii) premiums for any and all insurance required by Lender under Section 5; (iv) 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 11; and (v) Community Association Dues, Fees, and Assessments if Lender requires that they be escrowed beginning at Loan closing or at any time during the Loan term.

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

(O) "Loan Servicer" means the entity that has the contractual right to receive Borrower's Periodic Payments and any other payments made by Borrower, and administers the Loan on behalf of Lender. Loan Servicer does not include a sub-servicer, which is an entity that may service the Loan on behalf of the Loan Servicer.

(P) "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.

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

(R) "Partial Payment" means any payment by Borrower, other than a voluntary prepayment permitted under the Note, which is less than a full outstanding Periodic Payment.

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

(T) "Property" means the property described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY."

(U) "Rents" means all amounts received by or due Borrower in connection with the lease, use, and/or occupancy of the Property by a party other than Borrower.

(V) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 *et seq.*) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter. When used in this Security Instrument, "RESPA" refers to all requirements and restrictions that would apply to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(W) "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.

(X) "UETA" means the Uniform Electronic Transactions Act, as enacted by the jurisdiction in which the Property is located, as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions, and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY	of	LOS ANGELES	:
[Type of Recording Jurisdiction]		[Name of Recording Jurisdiction]	

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N.: 5814-028-009

MORE PARTICULARLY DESCRIBED
ON THE ATTACHED EXHIBIT "A"

which currently has the address of 600 FOOTHILL BOULEVARD
[Street]

LA CANADA FLINTRIDGE [City], California 91011 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, Rents, issues and profits thereof, royalties, mineral rights, oil or gas rights or profits, water rights, miscellaneous proceeds, insurance proceeds, and fixtures now or subsequently a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to grant and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific California state requirements 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 will pay each Periodic Payment when due. Borrower will also pay any prepayment charges and late charges due under the Note, and any other amounts due under this Security Instrument. Payments due under the Note and this Security Instrument must be made in U.S. currency. 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 U.S. federal agency, instrumentality, or entity; or (d) Electronic Fund 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 16. Lender may accept or return any Partial Payments in its sole discretion pursuant to Section 2.

Any offset or claim that Borrower may have now or in the future against Lender will not relieve Borrower from making the full amount of all payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Acceptance and Application of Payments or Proceeds.

(a) Acceptance and Application of Partial Payments. Lender may accept and either apply or hold in suspense Partial Payments in its sole discretion in accordance with this Section 2. Lender is not obligated to accept any Partial Payments or to apply any Partial Payments at the time such payments are accepted, and also is not obligated to pay interest on such unapplied funds. Lender may hold such unapplied funds until Borrower makes payment sufficient to cover a full Periodic Payment, at which time the amount of the full Periodic Payment will be applied to the Loan. If Borrower does not make such a payment within a reasonable period of time, Lender will either apply such funds in accordance with this Section 2 or return them to Borrower. If not applied earlier, Partial Payments will be credited against the total amount due under the Loan in calculating the amount due in connection with any foreclosure proceeding, payoff request, loan modification, or reinstatement. Lender may accept any payment insufficient to bring the Loan current without waiver of any rights under this Security Instrument or prejudice to its rights to refuse such payments in the future.

(b) Order of Application of Partial Payments and Periodic Payments. Except as otherwise described in this Section 2, if Lender applies a payment, such payment will be applied to each Periodic Payment in the order in which it became due, beginning with the oldest outstanding Periodic Payment, as follows: first to interest and then to principal due under the Note, and finally to Escrow Items. If all outstanding Periodic Payments then due are paid in full, any payment amounts remaining may be applied to late charges and to any amounts then due under this Security Instrument. If all sums then due under the Note and this Security Instrument are paid in full, any remaining payment amount may be applied, in Lender's sole discretion, to a future Periodic Payment or to reduce the principal balance of the Note.

If Lender receives a payment from Borrower in the amount of one or more Periodic Payments and the amount of any late charge due for a delinquent Periodic Payment, the payment may be applied to the delinquent payment and the late charge.

When applying payments, Lender will apply such payments in accordance with Applicable Law.

(c) Voluntary Prepayments. Voluntary prepayments will be applied as described in the Note.

(d) No Change to Payment Schedule. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items.

(a) Escrow Requirement; Escrow Items. Borrower must pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum of money to provide for payment of amounts due for all Escrow Items (the "Funds"). The amount of the Funds required to be paid each month may change during the term of the Loan. Borrower must promptly furnish to Lender all notices or invoices of amounts to be paid under this Section 3.

(b) Payment of Funds; Waiver. Borrower must pay Lender the Funds for Escrow Items unless Lender waives this obligation in writing, or unless prohibited by Applicable Law. Lender may waive this obligation for any Escrow Item at any time. In the event of such waiver or prohibition, Borrower must pay directly, when and where payable,

the amounts due for any Escrow Items and Lender may require Borrower to provide proof of direct payment of those items within such time period as Lender may require. Borrower's obligation to make such timely payments and to provide proof of payment is deemed to be a covenant and agreement of Borrower under this Security Instrument. If Borrower is obligated to pay Escrow Items directly, and Borrower fails to pay timely the amount due for an Escrow Item, Lender may exercise its rights under Section 9 to pay such amount and Borrower will be obligated to repay to Lender any such amount in accordance with Section 9.

Unless prohibited by Applicable Law, Lender may withdraw the waiver as to any or all Escrow Items at any time by giving a notice in accordance with Section 16; upon such withdrawal, Borrower must pay to Lender all Funds for such Escrow Items, and in such amounts, that are then required under this Section 3.

(c) Amount of Funds; Application of Funds. Lender may, at any time, collect and hold Funds in an amount up to, but not in excess of, the maximum amount a lender can require under RESPA. Lender will estimate the amount of Funds due in accordance with Applicable Law.

The Funds will be held in an institution whose deposits are insured by a U.S. 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 will apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender may not charge Borrower for: (i) holding and applying the Funds; (ii) annually analyzing the escrow account; or (iii) verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on the Funds, Lender will not be required to pay Borrower any interest or earnings on the Funds. Lender will give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

(d) Surplus; Shortage and Deficiency of Funds. In accordance with RESPA, if there is a surplus of Funds held in escrow, Lender will account to Borrower for such surplus. If Borrower's Periodic Payment is delinquent by more than 30 days, Lender may retain the surplus in the escrow account for the payment of the Escrow Items. If there is a shortage or deficiency of Funds held in escrow, Lender will notify Borrower and Borrower will pay to Lender the amount necessary to make up the shortage or deficiency in accordance with RESPA.

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

4. Charges; Liens. Borrower must pay (a) all taxes, assessments, charges, fines, and impositions attributable to the Property which have priority or may attain priority over this Security Instrument, (b) leasehold payments or ground rents on the Property, if any, and (c) Community Association Dues, Fees, and Assessments, if any. If any of these items are Escrow Items, Borrower will pay them in the manner provided in Section 3.

Borrower must promptly discharge any lien that has priority or may attain priority over this Security Instrument unless Borrower: (aa) 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 under such agreement; (bb) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which Lender determines, in its sole discretion, operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (cc) secures from the holder of the lien an agreement satisfactory to Lender that subordinates the lien to this Security Instrument (collectively, the "Required Actions"). If Lender determines that any part of the Property is subject to a lien that has priority or may attain priority over this Security Instrument and Borrower has not taken any of the Required Actions in regard to such lien, Lender may give Borrower a notice identifying the lien. Within 10 days after the date on which that notice is given, Borrower must satisfy the lien or take one or more of the Required Actions.

5. Property Insurance.

(a) Insurance Requirement; Coverages. Borrower must keep the improvements now existing or subsequently 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, winds, and floods, for which Lender requires insurance. Borrower must maintain the types of insurance Lender requires 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, and may exceed any minimum coverage required by Applicable Law. Borrower may choose the insurance carrier providing the insurance, subject to Lender's right to disapprove Borrower's choice, which right will not be exercised unreasonably.

(b) Failure to Maintain Insurance. If Lender has a reasonable basis to believe that Borrower has failed to maintain any of the required insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and at Borrower's expense. Unless required by Applicable Law, Lender is under no obligation to advance premiums for, or to seek to reinstate, any prior lapsed coverage obtained by Borrower. Lender is under no obligation to purchase any particular type or amount of coverage and may select the provider of such insurance in its sole discretion. Before purchasing such coverage, Lender will notify Borrower if required to do so under Applicable Law. Any such coverage will insure Lender, but 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, but not exceeding the coverage required under Section 5(a). Borrower acknowledges that the cost of the insurance coverage so obtained may significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender for costs associated with reinstating Borrower's insurance policy or with placing new insurance under this Section 5 will become additional debt of Borrower secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(c) Insurance Policies. All insurance policies required by Lender and renewals of such policies: (i) will be subject to Lender's right to disapprove such policies; (ii) must include a standard mortgage clause; and (iii) must name Lender as mortgagee and/or as an additional loss payee, and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender will have the right to hold the policies and renewal certificates. If Lender requires, Borrower will promptly give to Lender proof 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 must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee, and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

(d) Proof of Loss; Application of Proceeds. In the event of loss, Borrower must give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Any insurance proceeds, whether or not the underlying insurance was required by Lender, will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and determines that Lender's security will not be lessened by such restoration or repair.

If the Property is to be repaired or restored, Lender will disburse from the insurance proceeds any initial amounts that are necessary to begin the repair or restoration, subject to any restrictions applicable to Lender. During the subsequent repair and restoration period, Lender will 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 (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Lender will not be required to pay Borrower any interest or earnings on such insurance proceeds unless Lender and Borrower agree in writing or Applicable Law requires otherwise. Fees for public adjusters, or other third parties, retained by Borrower will not be paid out of the insurance proceeds and will be the sole obligation of Borrower.

If, in accordance with Applicable Law, Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the insurance proceeds will be applied to the

sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(e) Insurance Settlements; Assignment of Proceeds. 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 26 or otherwise, Borrower is unconditionally assigning to Lender (i) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note and this Security Instrument, and (ii) 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, to the extent that such rights are applicable to the coverage of the Property. If Lender files, negotiates, or settles a claim, Borrower agrees that any insurance proceeds may be made payable directly to Lender without the need to include Borrower as an additional loss payee. Lender may use the insurance proceeds either to repair or restore the Property (as provided in Section 5(d)) or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due, in accordance with Applicable Law.

6. Occupancy. Borrower must occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and must 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 will not be unreasonably withheld, or unless extenuating circumstances exist that are beyond Borrower's control.

7. Preservation, Maintenance, and Protection of the Property; Inspections. Borrower will 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 must maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless Lender determines pursuant to Section 5 that repair or restoration is not economically feasible, Borrower will promptly repair the Property if damaged to avoid further deterioration or damage.

If insurance or condemnation proceeds are paid to Lender in connection with damage to, or the taking of, the Property, Borrower will 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower remains obligated to complete such repair or restoration.

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

8. Borrower's Loan Application. Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction 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, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.

(a) Protection of Lender's Interest. If: (i) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (ii) there is a legal proceeding or government order 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 that has priority or may attain priority over this Security

Instrument, or to enforce laws or regulations); or (iii) Lender reasonably believes that 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/or 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 may include, but are not limited to: (I) paying any sums secured by a lien that has priority or may attain priority over this Security Instrument; (II) appearing in court; and (III) paying: (A) reasonable attorneys' fees and costs; (B) property inspection and valuation fees; and (C) other fees incurred for the purpose of protecting Lender's 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, exterior and interior inspections of the Property, entering the Property to make repairs, changing locks, replacing or boarding up doors and windows, draining water from pipes, eliminating building or other code violations or dangerous conditions, and having utilities turned on or off. Although Lender may take action under this Section 9, Lender is not required to do so and is not under any duty or obligation to do so. Lender will not be liable for not taking any or all actions authorized under this Section 9.

(b) Avoiding Foreclosure; Mitigating Losses. If Borrower is in Default, Lender may work with Borrower to avoid foreclosure and/or mitigate Lender's potential losses, but is not obligated to do so unless required by Applicable Law. Lender may take reasonable actions to evaluate Borrower for available alternatives to foreclosure, including, but not limited to, obtaining credit reports, title reports, title insurance, property valuations, subordination agreements, and third-party approvals. Borrower authorizes and consents to these actions. Any costs associated with such loss mitigation activities may be paid by Lender and recovered from Borrower as described below in Section 9(c), unless prohibited by Applicable Law.

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

(d) Leasehold Terms. If this Security Instrument is on a leasehold, Borrower will comply with all the provisions of the lease. Borrower will not surrender the leasehold estate and interests conveyed, or terminate or cancel the ground lease. Borrower will not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title will not merge unless Lender agrees to the merger in writing.

10. Assignment of Rents.

(a) Assignment of Rents. If the Property is leased to, used by, or occupied by a third party ("Tenant"), Borrower is unconditionally assigning and transferring to Lender any Rents, regardless of to whom the Rents are payable. This assignment of Rents constitutes a perfected, absolute and present assignment. Lender grants to Borrower a license to collect, but not prior to accrual, and retain the Rents; however, upon the occurrence and during the continuance of an event of Default, Borrower's license to collect and retain the Rents will immediately terminate. Under this license, Borrower will receive the Rents until (i) Lender has given Borrower notice of Default pursuant to Section 26, and (ii) Lender has given notice to the Tenant that the Rents are to be paid to Lender. This Section 10 constitutes an absolute assignment and not an assignment for additional security only.

(b) Notice of Default. If Lender gives notice of Default to Borrower, all of the following will apply, unless prohibited by Applicable Law: (i) all Rents received by Borrower must be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender will be entitled to collect and receive all of the Rents; (iii) Borrower agrees to instruct each Tenant that Tenant is to pay all Rents due and unpaid to Lender upon Lender's written demand to the Tenant; (iv) Borrower will ensure that each Tenant pays all Rents due to Lender and will take whatever action is necessary to collect such Rents if not paid to Lender; (v) unless Applicable Law provides otherwise, all Rents collected by Lender will be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, reasonable attorneys' fees and costs, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes,

assessments, and other charges on the Property, and then to any other sums secured by this Security Instrument; (vi) Lender, or any judicially appointed receiver, will be liable to account for only those Rents actually received; and (vii) Lender will be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

(c) **Funds Paid by Lender.** If the Rents are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds paid by Lender for such purposes will become indebtedness of Borrower to Lender secured by this Security Instrument pursuant to Section 9.

(d) **Limitation on Collection of Rents.** Borrower may not collect any of the Rents more than one month in advance of the time when the Rents become due, except for security or similar deposits.

(e) **No Other Assignment of Rents.** Borrower represents, warrants, covenants, and agrees that Borrower has not signed any prior assignment of the Rents, will not make any further assignment of the Rents, and has not performed, and will not perform, any act that could prevent Lender from exercising its rights under this Security Instrument.

(f) **Control and Maintenance of the Property.** Unless required by Applicable Law, Lender, or a receiver appointed under Applicable Law, is not obligated to enter upon, take control of, or maintain the Property before or after giving notice of Default to Borrower. However, Lender, or a receiver appointed under Applicable Law, may do so at any time when Borrower is in Default, subject to Applicable Law.

(g) **Additional Provisions.** Any application of the Rents will not cure or waive any Default or invalidate any other right or remedy of Lender. This Section 10 does not relieve Borrower of Borrower's obligations under Section 6.

This Section 10 will terminate when all the sums secured by this Security Instrument are paid in full.

11. Mortgage Insurance.

(a) **Payment of Premiums; Substitution of Policy; Loss Reserve; Protection of Lender.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower will pay the premiums required to maintain the Mortgage Insurance in effect. If Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, and (i) the Mortgage Insurance coverage required by Lender ceases for any reason to be available from the mortgage insurer that previously provided such insurance, or (ii) Lender determines in its sole discretion that such mortgage insurer is no longer eligible to provide the Mortgage Insurance coverage required by Lender, Borrower will 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 will 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 will be non-refundable, even when the Loan is paid in full, and Lender will not be required to pay Borrower any interest or earnings on such loss reserve, unless required by Applicable Law.

Lender will 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 will 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 11 affects Borrower's obligation to pay interest at the Note rate.

(b) Mortgage Insurance Agreements. Mortgage Insurance reimburses Lender for certain losses Lender may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy or coverage.

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 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, 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. Any such agreements will not: (i) affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan; (ii) increase the amount Borrower will owe for Mortgage Insurance; (iii) entitle Borrower to any refund; or (iv) affect the rights Borrower has, if any, with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 (12 U.S.C. § 4901 *et seq.*), as it may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter ("HPA"). These rights under the HPA may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

12. Assignment and Application of Miscellaneous Proceeds; Forfeiture.

(a) Assignment of Miscellaneous Proceeds. Borrower is unconditionally assigning the right to receive all Miscellaneous Proceeds to Lender and agrees that such amounts will be paid to Lender.

(b) Application of Miscellaneous Proceeds upon Damage to Property. If the Property is damaged, any Miscellaneous Proceeds will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and Lender's security will not be lessened by such restoration or repair. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, unless prohibited by Applicable Law, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(c) Application of Miscellaneous Proceeds upon Condemnation, Destruction, or Loss in Value of the Property. In the event of a total taking, destruction, or loss in value of the Property, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, unless prohibited by Applicable Law, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property (each, a "Partial Devaluation") where the fair market value of the Property immediately before the Partial Devaluation is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the Partial Devaluation, a percentage of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, unless prohibited by Applicable Law, or unless Borrower and Lender otherwise agree in writing. The amount of the Miscellaneous

Proceeds that will be so applied is determined by multiplying the total amount of the Miscellaneous Proceeds by a percentage calculated by taking (i) the total amount of the sums secured immediately before the Partial Devaluation, and dividing it by (ii) the fair market value of the Property immediately before the Partial Devaluation. Any balance of the Miscellaneous Proceeds will be paid to Borrower.

In the event of a Partial Devaluation where the fair market value of the Property immediately before the Partial Devaluation is less than the amount of the sums secured immediately before the Partial Devaluation, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not the sums are then due, unless Borrower and Lender otherwise agree in writing.

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

(e) Proceeding Affecting Lender's Interest in the Property. Borrower will be in Default if any action or proceeding begins, whether civil or criminal, 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, unless prohibited by Applicable Law. Borrower can cure such a Default and, if acceleration has occurred, reinstate as provided in Section 20, 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. Borrower is unconditionally assigning to Lender the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property, which proceeds will be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order that Partial Payments are applied in Section 2(b).

13. Borrower Not Released; Forbearance by Lender Not a Waiver. Borrower or any Successor in Interest of Borrower will not be released from liability under this Security Instrument if Lender extends the time for payment or modifies the amortization of the sums secured by this Security Instrument. Lender will 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, will not be a waiver of, or preclude the exercise of, any right or remedy by Lender.

14. Joint and Several Liability; Signatories; Successors and Assigns Bound. Borrower's obligations and liability under this Security Instrument will be joint and several. However, any Borrower who signs this Security Instrument but does not sign the Note: (a) signs this Security Instrument to mortgage, grant, and convey such Borrower's interest in the Property under the terms of this Security Instrument; (b) signs this Security Instrument to waive any applicable inchoate rights and any available homestead exemptions, unless prohibited by Applicable Law; (c) signs this Security Instrument to assign any Miscellaneous Proceeds, Rents, or other earnings from the Property to Lender; (d) is not personally obligated to pay the sums due under the Note or this Security Instrument; and (e) agrees that Lender and any other Borrower can agree to extend, modify, forbear, or make any accommodations with regard to the terms of the Note or this Security Instrument without such Borrower's consent and without affecting such Borrower's obligations under this Security Instrument.

Subject to the provisions of Section 19, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, will obtain all of Borrower's rights, obligations, and benefits under this Security Instrument. Borrower will not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing.

15. Loan Charges.

(a) Tax and Flood Determination Fees. Lender may require Borrower to pay (i) a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan, and (ii) 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 that reasonably might affect such determination or certification. Borrower will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency, or any successor agency, at any time during the Loan term, in connection with any flood zone determinations.

(b) Default Charges. If permitted under Applicable Law, Lender may charge Borrower fees for services performed in connection with Borrower's Default to protect Lender's interest in the Property and rights under this Security Instrument, including: (i) reasonable attorneys' fees and costs; (ii) property inspection, valuation, mediation, and loss mitigation fees; and (iii) other related fees.

(c) Permissibility of Fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower should 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.

(d) Savings Clause. If Applicable Law 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 (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) 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). To the extent permitted by Applicable Law, 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.

16. Notices; Borrower's Physical Address. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

(a) Notices to Borrower. Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when (i) mailed by first class mail, or (ii) actually delivered to Borrower's Notice Address (as defined in Section 16(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 16(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any notice to Borrower required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(b) Electronic Notice to Borrower. Unless another delivery method is required by Applicable Law, Lender may provide notice to Borrower by e-mail or other electronic communication ("Electronic Communication") if: (i) agreed to by Lender and Borrower in writing; (ii) Borrower has provided Lender with Borrower's e-mail or other electronic address ("Electronic Address"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non-Electronic Communication instead of by Electronic Communication; and (iv) Lender otherwise complies with Applicable Law. Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Borrower when sent unless Lender becomes aware that such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of such agreement.

(c) Borrower's Notice Address. The address to which Lender will send Borrower notice ("Notice Address") will be the Property Address unless Borrower has designated a different address by written notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an

Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.

(d) Notices to Lender. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address (including an Electronic Address) by notice to Borrower. Any notice in connection with this Security Instrument will be deemed to have been given to Lender only when actually received by Lender at Lender's designated address (which may include an Electronic Address). If any notice to Lender required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(e) Borrower's Physical Address. In addition to the designated Notice Address, Borrower will provide Lender with the address where Borrower physically resides, if different from the Property Address, and notify Lender whenever this address changes.

17. Governing Law; Severability; Rules of Construction. This Security Instrument is governed by federal law and the law of the State of California. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. If any provision of this Security Instrument or the Note conflicts with Applicable Law (i) such conflict will not affect other provisions of this Security Instrument or the Note that can be given effect without the conflicting provision, and (ii) such conflicting provision, to the extent possible, will be considered modified to comply with Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence should not be construed as a prohibition against agreement by contract. Any action required under this Security Instrument to be made in accordance with Applicable Law is to be made in accordance with the Applicable Law in effect at the time the action is undertaken.

As used in this Security Instrument: (a) words in the singular will mean and include the plural and vice versa; (b) the word "may" gives sole discretion without any obligation to take any action; (c) any reference to "Section" in this document refers to Sections contained in this Security Instrument unless otherwise noted; and (d) the headings and captions are inserted for convenience of reference and do not define, limit, or describe the scope or intent of this Security Instrument or any particular Section, paragraph, or provision.

18. Borrower's Copy. One Borrower will be given one copy of the Note and of this Security Instrument.

19. Transfer of the Property or a Beneficial Interest in Borrower. For purposes of this Section 19 only, "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 to a purchaser at a future date.

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, Lender will not exercise this option if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's Interest in the Property and/or rights under this Security Instrument.

20. Borrower's Right to Reinstate the Loan after Acceleration. If Borrower meets certain conditions, Borrower will have the right to reinstate the Loan and have enforcement of this Security Instrument discontinued at any time up to the later of (a) five days before any foreclosure sale of the Property, or (b) such other period as

Applicable Law might specify for the termination of Borrower's right to reinstate. This right to reinstate will not apply in the case of acceleration under Section 19.

To reinstate the Loan, Borrower must satisfy all of the following conditions: (aa) pay Lender all sums that then would be due under this Security Instrument and the Note as if no acceleration had occurred; (bb) cure any Default of any other covenants or agreements under this Security Instrument or the Note; (cc) pay all expenses incurred in enforcing this Security Instrument or the Note, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument or the Note; and (dd) take such action as Lender may reasonably require to assure that Lender's interest in the Property and/or rights under this Security Instrument or the Note, and Borrower's obligation to pay the sums secured by this Security Instrument or the Note, will continue unchanged.

Lender may require that Borrower pay such reinstatement sums and expenses in one or more ofthe following forms, as selected by Lender: (aaa) cash; (bbb) money order; (ccc) 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 U.S. federal agency, instrumentality, or entity; or (ddd) Electronic Fund Transfer. Upon Borrower's reinstatement of the Loan, this Security Instrument and obligations secured by this Security Instrument will remain fully effective as if no acceleration had occurred.

21. Sale of Note. The Note or a partial interest in the Note, together with this Security Instrument, may be sold or otherwise transferred one or more times. Upon such a sale or other transfer, all of Lender's rights and obligations under this Security Instrument will convey to Lender's successors and assigns.

22. Loan Servicer. Lender may take any action permitted under this Security Instrument through the Loan Servicer or another authorized representative, such as a sub-servicer. Borrower understands that the Loan Servicer or other authorized representative of Lender has the right and authority to take any such action.

The Loan Servicer may change one or more times during the term of the Note. The Loan Servicer may or may not be the holder of the Note. The Loan Servicer has the right and authority to: (a) collect Periodic Payments and any other amounts due under the Note and this Security Instrument; (b) perform any other mortgage loan servicing obligations; and (c) exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made, and any other information RESPA requires in connection with a notice of transfer of servicing.

23. Notice of Grievance. Until Borrower or Lender has notified the other party (in accordance with Section 16) of an alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action, neither Borrower nor Lender may commence, join, or be joined to any judicial action (either as an individual litigant or a member of a class) that (a) arises from the other party's actions pursuant to this Security Instrument or the Note, or (b) alleges that the other party has breached any provision of this Security Instrument or the Note. If Applicable Law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 23. The notice of Default given to Borrower pursuant to Section 26(a) and the notice of acceleration given to Borrower pursuant to Section 19 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 23.

24. Hazardous Substances.

(a) Definitions. As used in this Section 24: (i) "Environmental Law" means any Applicable Laws where the Property is located that relate to health, safety, or environmental protection; (ii) "Hazardous Substances" include (A) those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law, and (B) the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, corrosive materials or agents, and radioactive materials; (iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (iv) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

(b) Restrictions on Use of Hazardous Substances. Borrower will 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 will not do, nor allow anyone else to do, anything affecting the Property that: (i) violates Environmental Law; (ii) creates an Environmental Condition; or (iii) due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects or could adversely affect the value of the Property. The preceding two sentences will 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).

(c) Notices; Remedial Actions. Borrower will promptly give Lender written notice of: (i) 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; (ii) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (iii) any condition caused by the presence, use, or release of a Hazardous Substance that 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 will promptly take all necessary remedial actions in accordance with Environmental Law. Nothing in this Security Instrument will create any obligation on Lender for an Environmental Cleanup.

25. Electronic Note Signed with Borrower's Electronic Signature. If the Note evidencing the debt for this Loan is electronic, Borrower acknowledges and represents to Lender that Borrower: (a) expressly consented and intended to sign the electronic Note using an Electronic Signature adopted by Borrower ("Borrower's Electronic Signature") instead of signing a paper Note with Borrower's written pen and ink signature; (b) did not withdraw Borrower's express consent to sign the electronic Note using Borrower's Electronic Signature; (c) understood that by signing the electronic Note using Borrower's Electronic Signature, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms; and (d) signed the electronic Note with Borrower's Electronic Signature with the intent and understanding that by doing so, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms.

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

26. Acceleration; Remedies.

(a) Notice of Default. Lender will give a notice of Default to Borrower prior to acceleration following Borrower's Default, except that such notice of Default will not be sent when Lender exercises its right under Section 19 unless Applicable Law provides otherwise. The notice will specify, in addition to any other information required by Applicable Law: (i) the Default; (ii) the action required to cure the Default; (iii) a date, not less than 30 days (or as otherwise specified by Applicable Law) from the date the notice is given to Borrower, by which the Default must be cured; (iv) 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; (v) Borrower's right to reinstate after acceleration; and (vi) Borrower's right to bring a court action to deny the existence of a Default or to assert any other defense of Borrower to acceleration and sale.

(b) Acceleration; Power of Sale; Expenses. If the Default is not cured on or before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 26, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

(c) Notice of Sale; Sale of Property. If Lender invokes the power of sale, Lender will 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 will cause this notice to be recorded in each county in which any part of the Property is located.

Lender or Trustee will mail copies of the notice as prescribed by Applicable Law to Borrower and to the other required recipients. Trustee will give public notice of sale to the persons and in the manner prescribed by Applicable Law. At a time permitted by, and in accordance with Applicable Law, Trustee, without further demand on Borrower, will 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. Unless prohibited by Applicable Law, 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.

(d) Trustee's Deed; Proceeds of Sale. Trustee will deliver to the purchaser a Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed will be prima facie or conclusive evidence of the truth of the statements made in that deed, in accordance with Section 2924(c) of the Civil Code of California. Trustee will apply the proceeds of the sale in the following order: (i) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (ii) to all sums secured by this Security Instrument; and (iii) any excess to the person or persons legally entitled to it.

27. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender will request Trustee to reconvey the Property and will surrender this Security Instrument and all Notes evidencing the debt secured by this Security Instrument to Trustee. Upon such request, Trustee will reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

28. Substitute Trustee. Lender may, from time to time appoint a successor trustee to any Trustee appointed under this Security Instrument 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 will contain the name of the original Lender, Trustee, and Borrower, the instrument number or 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 will succeed to all the rights, title, power, and duties conferred upon Trustee in this Security Instrument and by Applicable Law. This procedure for substitution of trustee will govern to the exclusion of all other provisions for substitution.

29. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

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

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to Borrower's Notice Address.

600 FOOTHILL OWNER, LP., A CALIFORNIA LIMITED PARTNERSHIP
BY: CEDAR STREET PARTNERS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS AUTHORIZED REPRESENTATIVE

By: ______________________________ (Seal)
JONATHAN C. CURTIS, ITS -Borrower
MA~~NAGING MEM~~BER

JONATHAN C. CURTIS, ITS
MANAGING MEMBER

______________________________ Witness

______________________________ Witness

[Space Below This Line For 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 LOS ANGELES)

On July 16, 2025 before me, Leslie Gaudin Wood, Notary Public
Date Here Insert Name and Title of the Notarizing Officer

personally appeared JONATHAN C. CURTIS

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

LESLIE GAUDIN WOOD
Notary Public - California
Los Angeles County
Commission # 2479038
My Comm. Expires Jan 9, 2028

Leslie Gaudin Wood
Signature of Notary Public

Notary Seal

Loan Originator: MICHAEL GERARD SCANNELL, NMLSR ID 272763
Loan Originator Organization: ALLSTATE LENDING GROUP, INC, NMLSR ID 272985

Underwritten By: Doma Title Insurance, Inc.
Escrow No.:

SoCal Title Company
Order No.:

EXHIBIT A

The land referred to herein below is situated in the County of Los Angeles, State of California and is described as follows:

Parcel 1:

Lots 2 and 3 of Tract No. 11696 in the County of Los Angeles, State of California, as per Map recorded in Book 252 Pages 31 and 32 of maps, in the Office of the County Recorder of said County.

Parcel 2:

That portion of Lot 4 in Tract No. 11696 in the County of Los Angeles, State of California, as per Map recorded in Book 252 Pages 31 and 32 of Maps, in the Office of the County Recorder of said County, lying Easterly of the Southerly prolongation of the Westerly line of Lot 2 of said Tract No. 11696.

APN: 5814-028-009

1-4 FAMILY RIDER

THIS 1-4 FAMILY RIDER is made this 14th day of July, 2025 , and is incorporated into and amends and supplements the Mortgage, Mortgage Deed, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to ALLSTATE LENDING GROUP, INC, A CALIFORNIA CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

600 FOOTHILL BOULEVARD, LA CANADA FLINTRIDGE, CALIFORNIA 91011

[Property Address]

1-4 FAMILY COVENANTS. In addition to the representations, warranties, covenants, and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or later attached to the Property, to the extent they are fixtures, are added to the Property description, and will also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or later located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling, and attached floor coverings, all of which, including replacements and additions, will be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower will not seek, agree to, or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower will comply with all laws, ordinances, regulations, and requirements of any governmental body applicable to the Property.

C. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

D. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower will assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender will have the right to modify, extend, or terminate the existing leases and to execute new leases, in Lender's sole

discretion. As used in this paragraph D the word "lease" will mean "sublease" if the Security Instrument is on a leasehold.

E. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement related to the Property in which Lender has an interest will be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

600 FOOTHILL OWNER, LP., A CALIFORNIA LIMITED PARTNERSHIP
BY: CEDAR STREET PARTNERS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS AUTHORIZED REPRESENTATIVE

By: ______________________ (Seal)
JONATHAN C. CURTIS, ITS MANAGING MEMBER -Borrower

"JONATHAN C. CURTIS, IT'S MANAGING MEMBER"

Exhibit "1"

[Space Above This Line For Recording Data]

Loan Number:

BALLOON RIDER

THIS BALLOON RIDER is made this 14th day of July 2025, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note (the "Note") to ALLSTATE LENDING GROUP, INC, A CALIFORNIA CORPORATION
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

600 FOOTHILL BOULEVARD, LA CANADA FLINTRIDGE, CALIFORNIA 91011

[Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

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

Exhibit "1"

BY SIGNING BELOW, Borrower accepts and agrees tothe terms and covenants contained in this Balloon Rider.

600 FOOTHILL OWNER, LP., A CALIFORNIA LIMITED PARTNERSHIP
BY: CEDAR STREET PARTNERS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS AUTHORIZED REPRESENTATIVE

By: ______________________________ (Seal)
JONATHAN C. CURTIS, ITS MANAGING MEMBER -Borrower

"JONATHAN C. CURTIS, ITS MANAGING MEMBER"

Exhibit "1"

This page is part of your document - DO NOT DISCARD

20250486685

Pages: 0004

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County, California

07/21/25 AT 08:00AM

FEES:	28.00
TAXES:	0.00
OTHER:	0.00
PAID:	28.00

SEQ:
04

SECURE - 8:00AM

THIS FORM IS NOT TO BE DUPLICATED

Exhibit "2"

Recording requested by
SoCal TITLE COMPANY

Recording Requested By:
ALLSTATE LENDING GROUP, INC

And After Recording Return To:
ALLSTATE LENDING GROUP,
INC
2540 CORPORATE PLACE STE B108
MONTEREY PARK, CALIFORNIA 91754

[Space Above This Line For Recording Data]

ASSIGNMENT OF DEED OF TRUST

Loan Number:

ACCOMMODATION

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to

DKUMMER HOLDINGS INC., AS TO AN UNDIVIDED 4.25% INTEREST AND CHALAN INVESTMENTS, A CALIFORNIA LIMITED PARTNERSHIP, AS TO AN UNDIVIDED 2.12% INTEREST AND GRANT MICHELSON, TRUSTEE OF THE GRANT MICHELSON SEPARATE PROPERTY TRUST DATED DECEMBER 17, 2014, AS TO AN UNDIVIDED 21.28% INTEREST AND ROBERT MICHAEL SVENDSEN AND MARTHA JILL TREADWELL, TRUSTEES OF THE SVENDSEN-TREADWILL FAMILY TRUST DATED SEPTEMBER 6, 1991, AS TO AN UNDIVIDED 8.51% INTEREST AND KEITH WILLIAMS AND ANNA L. WILLIAMS, HUSBAND AND WIFE, AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP, AS TO AN UNDIVIDED 4.25% INTEREST AND BRETT PERRINE AND DICEY PERRINE, TRUSTEES OF THE BRETT AND DICEY PERRINE FAMILY TRUST DATED OCTOBER 6, 2022, AS TO AN UNDIVIDED 12.77% INTEREST AND RICK E MUNYON AND CHRISTINE F MUNYON, TRUSTEES OF THE MUNYON FAMILY TRUST, DATED FEBRUARY 22, 2023, AS TO AN UNDIVIDED 8.51% INTEREST AND PATRICK O'BRIEN, TRUSTEE OF THE O'BRIEN FAMILY TRUST DATED MARCH 11, 2003, AS TO AN UNDIVIDED 17.03% INTEREST AND ISAAC ABECASSIS, A SINGLE MAN, AS TO AN UNDIVIDED 4.25% INTEREST AND ARON ABECASSIS, TRUSTEE OF THE ARON ABECASSIS REVOCABLE TRUST DATED APRIL 14, 2004, AS TO AN UNDIVIDED 17.03% INTEREST

all beneficial interest under that certain Deed of Trust dated July 14, 2025
executed by 600 FOOTHILL OWNER, LP., A CALIFORNIA LIMITED PARTNERSHIP, 4811 PALM DRIVE, LA CANADA FLINTRIDGE, CALIFORNIA 91011

, Trustor,

to ALLSTATE LENDING GROUP SERVICING LLC
2540 CORPORATE PLACE, SUITE B108, MONTEREY PARK, CALIFORNIA 91754

, Trustee,

and recorded either:

☑ concurrently herewith; or

☐ on , as Instrument No. in book , page , in the Official Records in the County Recorder's office of LOS ANGELES County, CALIFORNIA , describing land therein as:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N.: 5814-028-009

Exempt from fee GC 27388.1(a)(1):
fee cap of $225.00 reached

Exhibit "2"

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust. The original principal amount due under this note(s) is $ 2,350,000.00 .

Allstate Lending Group Servicing LLC

By: _______________, CEO (Seal)

MICHAEL G. SCANNELL, CEO

[Space Below This Line For Acknowledgments]

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 LOS ANGELES)

On 7-15-25 before me, CRYSTAL REJON, NOTARY PUBLIC

personally appeared MICHAEL G. SCANNELL

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

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

WITNESS my hand and official seal.

CRYSTAL REJON
Notary Public - California
San Bernardino County
Commission # 2521233
My Comm. Expires Jun 20, 2029

NOTARY SEAL

NOTARY SIGNATURE

Crystal Rejon
(Typed Name of Notary)

Exhibit "2"

Underwritten By: Doma Title Insurance, Inc.
Escrow No.:

SoCal Title Company
Order No.:

EXHIBIT A

The land referred to herein below is situated in the County of Los Angeles, State of California and is described as follows:

Parcel 1:

Lots 2 and 3 of Tract No. 11696 in the County of Los Angeles, State of California, as per Map recorded in Book 252 Pages 31 and 32 of maps, in the Office of the County Recorder of said County.

Parcel 2:

That portion of Lot 4 in Tract No. 11696 in the County of Los Angeles, State of California, as per Map recorded in Book 252 Pages 31 and 32 of Maps, in the Office of the County Recorder of said County, lying Easterly of the Southerly prolongation of the Westerly line of Lot 2 of said Tract No. 11696.

APN: 5814-028-009

Morgan Stanley

WEALTH MANAGEMENT

Granite/Baker/Patel/Henshaw/Marangiello
Tel: +1 212 692-2800

Custom Report

Prepared on March 11, 2026 for:
ARON ABECASSIS

ARON ABECASSIS TOD
SUBJECT TO STA RULES

Exhibit "3"

Table of Contents

ARON ABECASSIS •

Please see the important disclosures and definitions throughout this Document. For more information or questions, please contact your Financial Advisor.
Various sub-sections of this Document may not contain information on all accounts/positions covered in this Document and will be denoted on the page.

Exhibit "3"

Account(s) Included in this Report

ARON ABECASSIS •

MORGAN STANLEY WEALTH MANAGEMENT

Account Name	Account Number	Account Type/ Manager Name	Date Opened/ Date Closed	Total Value ($) 03/10/26	% of Portfolio 03/10/26
ARON ABECASSIS		AAA	02/20/18 -		100.00
Morgan Stanley Wealth Management Total					**100.00**
Total Portfolio					**100.00**

Investment, insurance and annuity products offered through Morgan Stanley Smith Barney LLC are: NOT FDIC INSURED | MAY LOSE VALUE | NOT BANK GUARANTEED | NOT A BANK DEPOSIT | NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY.
All content within this Document applies to the accounts listed above or a subset thereof, unless otherwise indicated.

Exhibit "3"

Activity

Activity Details

ARON ABECASSIS •

Data as of July 17, 2025

ACTIVITY | VARIOUS ACTIVITY TYPES | ALL ASSET TYPES | 2 TRANSACTIONS (07/17/2025 - 07/17/2025)

Activity Date ▼	Settlement Date	Activity	Quantity	Description	SYMBOL	Price	Amount	Type
07/17/2025	07/17/2025	Funds Transferred	-	WIRED FUNDS SENT BENE: SoCal Title Company ACCT: Ref:	-	-	-400,000.00	Cash
07/17/2025								

Security Identifier values are displayed as selected based on availability. When not available, alternate Security Identifiers will be used. This section may display transactions that have not settled during this period. Purchase and Sale transactions above may have received an average price execution. Details regarding the actual prices are available upon request. Activity categorization may vary for Morgan Stanley & Co. and External accounts, assets and liabilities.

Exhibit "3"

Activity

Activity Details

ARON ABECASSIS

Data as of July 23, 2025

ACTIVITY | VARIOUS ACTIVITY TYPES | ALL ASSET TYPES | 3 TRANSACTIONS (07/23/2025 - 07/23/2025)

Activity Date ▼	Settlement Date							
07/23/2025	07/23/2025							
07/23/2025	07/23/2025	Funds Transferred	-	WIRED FUNDS SENT BENE: Fidelity National Title ACCT: Ref:	-	-	-250,000.00	Cash
07/23/2025	07/23/2025							

Security Identifier values are displayed as selected based on availability. When not available, alternate Security Identifiers will be used. This section may display transactions that have not settled during this period. Purchase and Sale transactions above may have received an average price execution. Details regarding the actual prices are available upon request. Activity categorization may vary for Morgan Stanley & Co. and External accounts, assets and liabilities.

Exhibit "3"

Activity

Activity Details

ARON ABECASSIS •

Data as of August 21, 2025

ACTIVITY | VARIOUS ACTIVITY TYPES | ALL ASSET TYPES | 2 TRANSACTIONS (08/21/2025 - 08/21/2025)

Activity Date ▼	Settlement Date	Activity	Quantity	Description	SYMBOL	Price	Amount	Type
08/21/2025	08/21/2025	Funds Transferred	-	WIRED FUNDS SENT BENE: ALLSTATE LENDING GROUP I ACCT: Ref:	-	-	-307,000.00	Cash
08/21/2025	08/21/2025							

Security Identifier values are displayed as selected based on availability. When not available, alternate Security Identifiers will be used. This section may display transactions that have not settled during this period. Purchase and Sale transactions above may have received an average price execution. Details regarding the actual prices are available upon request. Activity categorization may vary for Morgan Stanley & Co. and External accounts, assets and liabilities.

Exhibit "3"

Activity

Activity Details

ARON ABECASSIS •

Data as of September 24, 2025

ACTIVITY | VARIOUS ACTIVITY TYPES | ALL ASSET TYPES | 2 TRANSACTIONS (09/24/2025 - 09/24/2025)

Activity Date ▼	Settlement Date	Activity	Quantity	Description	SYMBOL	Price	Amount	Type
09/24/2025	09/24/2025	Funds Transferred	-	WIRED FUNDS SENT BENE: CALIFORNIA BEST TITLE CO ACCT: Ref: .	-	-	-380,000.00	Cash
09/24/2025	09/24/2025							

Security Identifier values are displayed as selected based on availability. When not available, alternate Security Identifiers will be used. This section may display transactions that have not settled during this period. Purchase and Sale transactions above may have received an average price execution. Details regarding the actual prices are available upon request. Activity categorization may vary for Morgan Stanley & Co. and External accounts, assets and liabilities.

Exhibit "3"

Activity

Activity Details

ARON ABECASSIS •

Data as of October 08, 2025

ACTIVITY | VARIOUS ACTIVITY TYPES | ALL ASSET TYPES | 1 TRANSACTION (10/08/2025 - 10/08/2025)

Activity Date ▼	Settlement Date	Activity	Quantity	Description	SYMBOL	Price	Amount	Type
10/08/2025	10/08/2025	Funds Transferred	-	WIRED FUNDS SENT BENE: CHICAGO TITLE COMPANY ACCT: Ref:	-	-	-300,000.00	Cash

Security Identifier values are displayed as selected based on availability. When not available, alternate Security Identifiers will be used. This section may display transactions that have not settled during this period. Purchase and Sale transactions above may have received an average price execution. Details regarding the actual prices are available upon request. Activity categorization may vary for Morgan Stanley & Co. and External accounts, assets and liabilities.

Exhibit "3"

Activity

Activity Details

ARON ABECASSIS •

Data as of November 17, 2025

ACTIVITY | VARIOUS ACTIVITY TYPES | ALL ASSET TYPES | 2 TRANSACTIONS (11/17/2025 - 11/17/2025)

Activity Date ▼	Settlement Date	Activity	Quantity	Description	SYMBOL	Price	Amount	Type
11/17/2025	11/17/2025							
11/17/2025	11/17/2025	Funds Transferred	-	WIRED FUNDS SENT BENE: SOCAL TITLE COMPANY ACCT: Ref:	-	–	-250,000.00	Cash

Security Identifier values are displayed as selected based on availability. When not available, alternate Security Identifiers will be used. This section may display transactions that have not settled during this period. Purchase and Sale transactions above may have received an average price execution. Details regarding the actual prices are available upon request. Activity categorization may vary for Morgan Stanley & Co. and External accounts, assets and liabilities.

Exhibit "3"

Disclosures

ARON ABECASSIS • [redacted]

Explanatory Notes and Disclosures: This document is designed to assist you and your Financial Advisor in understanding portfolio positions, composition and subsets thereof. It is designed solely for your individual use, is for informational purposes only and is not intended as an offer or solicitation with respect to the purchase or sale of any security. Do not take action relying on this information without confirming its accuracy and completeness. Please read carefully all accompanying notes and disclosures provided in this document.

For convenience purposes, your Financial Advisor may have assigned a designated name for this document. The list of the accounts covered in this document is noted herein and may not include all of your accounts with us or external custodians. Furthermore, the information included in this document may not include all asset classes/securities/liabilities held by you at the firm or external custodians. Please review this document carefully and discuss any questions you may have with your Financial Advisor. If you do not understand an entry, suspect an error, or want more details on current values or other information, contact your Financial Advisor. This document is based upon your Morgan Stanley account holdings and may include other holdings/information that you or a third party provided about assets custodied elsewhere. Morgan Stanley will not verify any other holdings/information. If any information reflects assets held away from Morgan Stanley that will be indicated. The information contained in this document is subject to, and does not supersede the confirmations and account statements you receive from us. Values shown in your official account statement may differ from the values shown in this document due to, among other things, different reporting methods, delays, market conditions and interruptions. If there are discrepancies between your official account statement and this document, rely on your official account statement. Read your statement carefully.

The information in this document is approximate and subject to updating, correction and other changes. We are not obligated to notify you if information changes. Although the statements of fact and data in this document have been obtained from, and are based upon sources that we believe to be reliable, we do not guarantee their accuracy, or timeliness, and any such information may be incomplete or condensed. Percentage values shown in this document are subject to rounding, which may impact total values. The values of securities and other investments not actively traded may be estimated or may not be available.

This information is provided for informational purposes only and should not be used for tax preparation. The information reported on your Form(s) 1099 supersedes the information provided in this document and should be exclusively relied upon for tax preparation. Morgan Stanley, its affiliates and its employees are not in the business of providing tax or legal advice. Clients should seek advice based on their particular circumstances from an independent tax and legal advisor. Morgan Stanley Smith Barney LLC is a registered Broker/Dealer, Member SIPC, and not a bank. Where appropriate, Morgan Stanley Smith Barney LLC has entered into arrangements with banks and other third parties to assist in offering certain banking related products and services. SIPC insurance does not apply to precious metals, other commodities, or traditional alternative investments.

Investment, insurance and annuity products offered through Morgan Stanley Smith Barney LLC are: NOT FDIC INSURED | MAY LOSE VALUE | NOT BANK GUARANTEED | NOT A BANK DEPOSIT | NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY

AAA Accounts: The Active Assets Account is a brokerage account offered through Morgan Stanley Smith Barney LLC.

Important Regulation Best Interest Information: This report is being provided as a courtesy. By providing this report, we do not represent or agree that we will monitor the investments in your brokerage account(s) or deliver future reports.

Additional information about your Floating Rate Notes: For floating rate securities, the estimated accrued interest and estimated annual income are based on the current floating coupon rate and may not reflect historic rates within the accrual period.

Important Information About Auction Rate Securities: For certain Auction Rate Securities there is no or limited liquidity. Therefore, the price(s) for these Auction Rate Securities are indicated as not available by a dash "-". There can be no assurance that a successful auction will occur or that a secondary market exists or will develop for a particular security.

Important Pricing Information: Prices of securities not actively traded may not be available, and are indicated by a dash "-". Account values are based on the most recent security pricing available and may be prior to the date of this material.

Bank Deposit Program: Under the Bank Deposit Program, free credit balances held in an account(s) at Morgan Stanley Smith Barney LLC are automatically deposited into an interest-bearing deposit account(s), at FDIC-insured banks subject to jurisdictional and account type eligibility. For more information, view the Bank Deposit Program Disclosure Statement: https://www.morganstanley.com/content/dam/msdotcom/en/wealth-disclosures/pdfs/BDP_disclosure.pdf.

GENERAL DEFINITIONS

CCY: Represents the currency of the underlying instrument. Currency is a medium of exchange for goods and services.

Exhibit "3"

Disclosures

ARON ABECASSIS •

Exhibit "3"

This page is part of your document - DO NOT DISCARD

20250501139

Pages: 0025

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

07/25/25 AT 08:00AM

FEES:	120.00
TAXES:	0.00
OTHER:	0.00
PAID:	120.00

SEQ:
02

SECURE - 8:00AM

THIS FORM IS NOT TO BE DUPLICATED

FIDELITY NATIONAL TITLE
ORANGE COUNTY

Recording Requested By:
ALLSTATE LENDING GROUP, INC

And After Recording Return To:
ALLSTATE LENDING GROUP, INC
2540 CORPORATE PLACE STE B108
MONTEREY PARK, CALIFORNIA 91754

[Space Above This Line For Recording Data]

APN: 6356-015-018

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 3, 4, 10, 11, 12, 16, 19, 24, and 25. Certain rules regarding the usage of words used in this document are also provided in Section 17.

Parties

(A) "Borrower" is L.K.S. ELECTRICT INC., A CALIFORNIA CORPORATION

currently residing at 453 SOUTH SPRING STREET, SUITE 400 #418, LOS ANGELES, CALIFORNIA 90013
Borrower is the trustor under this Security Instrument.
(B) "Lender" is ALLSTATE LENDING GROUP, INC

Lender is a CALIFORNIA CORPORATION organized and existing under the laws of

Exempt from fee per GC 27388.1 (a) (2); recorded concurrently in connection with a transfer subject to the imposition of documentary transfer tax

CALIFORNIA . Lender's address is 2540 CORPORATE PLACE STE B108, MONTEREY PARK, CALIFORNIA 91754 .
Lender is the beneficiary under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.
(C) "Trustee" is ALLSTATE LENDING GROUP SERVICING LLC .

Trustee's address is 2540 CORPORATE PLACE, SUITE B108, MONTEREY PARK, CALIFORNIA 91754 .
The term "Trustee" includes any substitute/successor Trustee.

Documents

(D) "Note" means the promissory note dated July 10, 2025 , and signed by each Borrower who is legally obligated for the debt under that promissory note, that is in either (i) paper form, using Borrower's written pen and ink signature, or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender FOUR HUNDRED FORTY THOUSAND AND 00/100 Dollars (U.S. $ 440,000.00) plus interest. Each Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than September 1, 2026 .
(E) "Riders" means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider
☒ 1-4 Family Rider	☐ Planned Unit Development Rider
☐ Second Home Rider	☒ Other(s) [specify]: Balloon Rider

(F) "Security Instrument" means this document, which is dated July 10, 2025 , together with all Riders to this document.

Additional Definitions

(G) "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.
(H) "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.
(I) "Default" means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender

provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide Lender with material information in connection with the Loan, as described in Section 8; or (iv) any action or proceeding described in Section 12(e).

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

(K) "Electronic Signature" means an "Electronic Signature" as defined in the UETA or E-SIGN, as applicable.

(L) "E-SIGN" means the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 *et seq.*), as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

(M) "Escrow Items" means: (i) taxes and assessments and other items that can attain priority over this Security Instrument as a lien or encumbrance on the Property; (ii) leasehold payments or ground rents on the Property, if any; (iii) premiums for any and all insurance required by Lender under Section 5; (iv) 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 11; and (v) Community Association Dues, Fees, and Assessments if Lender requires that they be escrowed beginning at Loan closing or at any time during the Loan term.

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

(O) "Loan Servicer" means the entity that has the contractual right to receive Borrower's Periodic Payments and any other payments made by Borrower, and administers the Loan on behalf of Lender. Loan Servicer does not include a sub-servicer, which is an entity that may service the Loan on behalf of the Loan Servicer.

(P) "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.

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

(R) "Partial Payment" means any payment by Borrower, other than a voluntary prepayment permitted under the Note, which is less than a full outstanding Periodic Payment.

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

(T) "Property" means the property described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY."

(U) "Rents" means all amounts received by or due Borrower in connection with the lease, use, and/or occupancy of the Property by a party other than Borrower.

(V) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 *et seq.*) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter. When used in this Security Instrument, "RESPA" refers to all requirements and restrictions that would apply to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(W) "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.

(X) "UETA" means the Uniform Electronic Transactions Act, as enacted by the jurisdiction in which the Property is located, as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

Exhibit "4"

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions, and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of LOS ANGELES :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N.: 6356-015-018

which currently has the address of 7509 NEENAH STREET
[Street]
COMMERCE, California 90040 ("Property Address");
[City] [Zip Code]

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, Rents, issues and profits thereof, royalties, mineral rights, oil or gas rights or profits, water rights, miscellaneous proceeds, insurance proceeds, and fixtures now or subsequently a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to grant and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific California state requirements 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 will pay each Periodic Payment when due. Borrower will also pay any prepayment charges and late charges due under the Note, and any other amounts due under this Security Instrument. Payments due under the Note and this Security Instrument must be made in U.S. currency. 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 U.S. federal agency, instrumentality, or entity; or (d) Electronic Fund 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 16. Lender may accept or return any Partial Payments in its sole discretion pursuant to Section 2.

Any offset or claim that Borrower may have now or in the future against Lender will not relieve Borrower from making the full amount of all payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Acceptance and Application of Payments or Proceeds.

(a) Acceptance and Application of Partial Payments. Lender may accept and either apply or hold in suspense Partial Payments in its sole discretion in accordance with this Section 2. Lender is not obligated to accept any Partial Payments or to apply any Partial Payments at the time such payments are accepted, and also is not obligated to pay interest on such unapplied funds. Lender may hold such unapplied funds until Borrower makes payment sufficient to cover a full Periodic Payment, at which time the amount of the full Periodic Payment will be applied to the Loan. If Borrower does not make such a payment within a reasonable period of time, Lender will either apply such funds in accordance with this Section 2 or return them to Borrower. If not applied earlier, Partial Payments will be credited against the total amount due under the Loan in calculating the amount due in connection with any foreclosure proceeding, payoff request, loan modification, or reinstatement. Lender may accept any payment insufficient to bring the Loan current without waiver of any rights under this Security Instrument or prejudice to its rights to refuse such payments in the future.

(b) Order of Application of Partial Payments and Periodic Payments. Except as otherwise described in this Section 2, if Lender applies a payment, such payment will be applied to each Periodic Payment in the order in which it became due, beginning with the oldest outstanding Periodic Payment, as follows: first to interest and then to principal due under the Note, and finally to Escrow Items. If all outstanding Periodic Payments then due are paid in full, any payment amounts remaining may be applied to late charges and to any amounts then due under this Security Instrument. If all sums then due under the Note and this Security Instrument are paid in full, any remaining payment amount may be applied, in Lender's sole discretion, to a future Periodic Payment or to reduce the principal balance of the Note.

If Lender receives a payment from Borrower in the amount of one or more Periodic Payments and the amount of any late charge due for a delinquent Periodic Payment, the payment may be applied to the delinquent payment and the late charge.

When applying payments, Lender will apply such payments in accordance with Applicable Law.

(c) Voluntary Prepayments. Voluntary prepayments will be applied as described in the Note.

(d) No Change to Payment Schedule. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items.

(a) Escrow Requirement; Escrow Items. Borrower must pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum of money to provide for payment of amounts due for all Escrow Items (the "Funds"). The amount of the Funds required to be paid each month may change during the term of the Loan. Borrower must promptly furnish to Lender all notices or invoices of amounts to be paid under this Section 3.

(b) Payment of Funds; Waiver. Borrower must pay Lender the Funds for Escrow Items unless Lender waives this obligation in writing, or unless prohibited by Applicable Law. Lender may waive this obligation for any Escrow Item at any time. In the event of such waiver or prohibition, Borrower must pay directly, when and where payable,

the amounts due for any Escrow Items and Lender may require Borrower to provide proof of direct payment of those items within such time period as Lender may require. Borrower's obligation to make such timely payments and to provide proof of payment is deemed to be a covenant and agreement of Borrower under this Security Instrument. If Borrower is obligated to pay Escrow Items directly, and Borrower fails to pay timely the amount due for an Escrow Item, Lender may exercise its rights under Section 9 to pay such amount and Borrower will be obligated to repay to Lender any such amount in accordance with Section 9.

Unless prohibited by Applicable Law, Lender may withdraw the waiver as to any or all Escrow Items at any time by giving a notice in accordance with Section 16; upon such withdrawal, Borrower must pay to Lender all Funds for such Escrow Items, and in such amounts, that are then required under this Section 3.

(c) Amount of Funds; Application of Funds. Lender may, at any time, collect and hold Funds in an amount up to, but not in excess of, the maximum amount a lender can require under RESPA. Lender will estimate the amount of Funds due in accordance with Applicable Law.

The Funds will be held in an institution whose deposits are insured by a U.S. 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 will apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender may not charge Borrower for: (i) holding and applying the Funds; (ii) annually analyzing the escrow account; or (iii) verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on the Funds, Lender will not be required to pay Borrower any interest or earnings on the Funds. Lender will give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

(d) Surplus; Shortage and Deficiency of Funds. In accordance with RESPA, if there is a surplus of Funds held in escrow, Lender will account to Borrower for such surplus. If Borrower's Periodic Payment is delinquent by more than 30 days, Lender may retain the surplus in the escrow account for the payment of the Escrow Items. If there is a shortage or deficiency of Funds held in escrow, Lender will notify Borrower and Borrower will pay to Lender the amount necessary to make up the shortage or deficiency in accordance with RESPA.

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

4. Charges; Liens. Borrower must pay (a) all taxes, assessments, charges, fines, aud impositions attributable to the Property which have priority or may attain priority over this Security Instrument, (b) leasehold payments or ground rents on the Property, if any, and (c) Community Association Dues, Fees, and Assessments, if any. If any of these items are Escrow Items, Borrower will pay them in the manner provided in Section 3.

Borrower must promptly discharge any lien that has priority or may attain priority over this Security Instrument unless Borrower: (aa) 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 under such agreement; (bb) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which Lender determines, in its sole discretion, operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (cc) secures from the holder of the lien an agreement satisfactory to Lender that subordinates the lien to this Security Instrument (collectively, the "Required Actions"). If Lender determines that any part of the Property is subject to a lien that has priority or may attain priority over this Security Instrument and Borrower has not taken any of the Required Actions in regard to such lien, Lender may give Borrower a notice identifying the lien. Within 10 days after the date on which that notice is given, Borrower must satisfy the lien or take one or more of the Required Actions.

5. Property Insurance.

(a) Insurance Requirement; Coverages. Borrower must keep the improvements now existing or subsequently 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, winds, and floods, for which Lender requires insurance. Borrower must maintain the types of insurance Lender requires in the amounts (including deductible levels) and for

Exhibit "4"

the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan, and may exceed any minimum coverage required by Applicable Law. Borrower may choose the insurance carrier providing the insurance, subject to Lender's right to disapprove Borrower's choice, which right will not be exercised unreasonably.

(b) Failure to Maintain Insurance. If Lender has a reasonable basis to believe that Borrower has failed to maintain any of the required insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and at Borrower's expense. Unless required by Applicable Law, Lender is under no obligation to advance premiums for, or to seek to reinstate, any prior lapsed coverage obtained by Borrower. Lender is under no obligation to purchase any particular type or amount of coverage and may select the provider of such insurance in its sole discretion. Before purchasing such coverage, Lender will notify Borrower if required to do so under Applicable Law. Any such coverage will insure Lender, but 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, but not exceeding the coverage required under Section 5(a). Borrower acknowledges that the cost of the insurance coverage so obtained may significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender for costs associated with reinstating Borrower's insurance policy or with placing new insurance under this Section 5 will become additional debt of Borrower secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(c) Insurance Policies. All insurance policies required by Lender and renewals of such policies: (i) will be subject to Lender's right to disapprove such policies; (ii) must include a standard mortgage clause; and (iii) must name Lender as mortgagee and/or as an additional loss payee, and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender will have the right to hold the policies and renewal certificates. If Lender requires, Borrower will promptly give to Lender proof 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 must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee, and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

(d) Proof of Loss; Application of Proceeds. In the event of loss, Borrower must give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Any insurance proceeds, whether or not the underlying insurance was required by Lender, will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and determines that Lender's security will not be lessened by such restoration or repair.

If the Property is to be repaired or restored, Lender will disburse from the insurance proceeds any initial amounts that are necessary to begin the repair or restoration, subject to any restrictions applicable to Lender. During the subsequent repair and restoration period, Lender will 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 (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Lender will not be required to pay Borrower any interest or earnings on such insurance proceeds unless Lender and Borrower agree in writing or Applicable Law requires otherwise. Fees for public adjusters, or other third parties, retained by Borrower will not be paid out of the insurance proceeds and will be the sole obligation of Borrower.

If, in accordance with Applicable Law, Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the insurance proceeds will be applied to the

Exhibit "4"

sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(e) Insurance Settlements; Assignment of Proceeds. 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 insuranee 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 26 or otherwise, Borrower is unconditionally assigning to Lender (i) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note and this Security Instrument, and (ii) 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, to the extent that such rights are applicable to the coverage of the Property. If Lender files, negotiates, or settles a claim, Borrower agrees that any insurance proceeds may be made payable directly to Lender without the need to include Borrower as an additional loss payee. Lender may use the insurance proceeds either to repair or restore the Property (as provided in Section 5(d)) or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due, in accordance with Applicable Law.

6. Occupancy. Borrower must occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and must 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 will not be unreasonably withheld, or unless extenuating circumstances exist that are beyond Borrower's control.

7. Preservation, Maintenance, and Protection of the Property; Inspections. Borrower will 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 must maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless Lender determines pursuant to Section 5 that repair or restoration is not economically feasible, Borrower will promptly repair the Property if damaged to avoid further deterioration or damage.

If insurance or condemnation proceeds are paid to Lender in connection with damage to, or the taking of, the Property, Borrower will 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower remains obligated to complete such repair or restoration.

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

8. Borrower's Loan Application. Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction 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, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.

(a) Protection of Lender's Interest. If: (i) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (ii) there is a legal proceeding or government order 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 that has priority or may attain priority over this Security

Exhibit "4"

Instrument, or to enforce laws or regulations); or (iii) Lender reasonably believes that 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/or 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 may include, but are not limited to: (I) paying any sums secured by a lien that has priority or may attain priority over this Security Instrument; (II) appearing in court; and (III) paying: (A) reasonable attorneys' fees and costs; (B) property inspection and valuation fees; and (C) other fees incurred for the purpose of protecting Lender's 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, exterior and interior inspections of the Property, entering the Property to make repairs, changing locks, replacing or boarding up doors and windows, draining water from pipes, eliminating building or other code violations or dangerous conditions, and having utilities turned on or off. Although Lender may take action under this Section 9, Lender is not required to do so and is not under any duty or obligation to do so. Lender will not be liable for not taking any or all actions authorized under this Section 9.

(b) Avoiding Foreclosure; Mitigating Losses. If Borrower is in Default, Lender may work with Borrower to avoid foreclosure and/or mitigate Lender's potential losses, but is not obligated to do so unless required by Applicable Law. Lender may take reasonable actions to evaluate Borrower for available alternatives to foreclosure, including, but not limited to, obtaining credit reports, title reports, title insurance, property valuations, subordination agreements, and third-party approvals. Borrower authorizes and consents to these actions. Any costs associated with such loss mitigation activities may be paid by Lender and recovered from Borrower as described below in Section 9(c), unless prohibited by Applicable Law.

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

(d) Leasehold Terms. If this Security Instrument is on a leasehold, Borrower will comply with all the provisions of the lease. Borrower will not surrender the leasehold estate and interests conveyed, or terminate or cancel the ground lease. Borrower will not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title will not merge unless Lender agrees to the merger in writing.

10. Assignment of Rents.

(a) Assignment of Rents. If the Property is leased to, used by, or occupied by a third party ("Tenant"), Borrower is unconditionally assigning and transferring to Lender any Rents, regardless of to whom the Rents are payable. This assignment of Rents constitutes a perfected, absolute and present assignment. Lender grants to Borrower a license to collect, but not prior to accrual, and retain the Rents; however, upon the occurrence and during the continuance of an event of Default, Borrower's license to collect and retain the Rents will immediately terminate. Under this license, Borrower will receive the Rents until (i) Lender has given Borrower notice of Default pursuant to Section 26, and (ii) Lender has given notice to the Tenant that the Rents are to be paid to Lender. This Section 10 constitutes an absolute assignment and not an assignment for additional security only.

(b) Notice of Default. If Lender gives notice of Default to Borrower, all of the following will apply, unless prohibited by Applicable Law: (i) all Rents received by Borrower must be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender will be entitled to collect and receive all of the Rents; (iii) Borrower agrees to instruct each Tenant that Tenant is to pay all Rents due and unpaid to Lender upon Lender's written demand to the Tenant; (iv) Borrower will ensure that each Tenant pays all Rents due to Lender and will take whatever action is necessary to collect such Rents if not paid to Lender; (v) unless Applicable Law provides otherwise, all Rents collected by Lender will be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, reasonable attorneys' fees and costs, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes,

assessments, and other charges on the Property, and then to any other sums secured by this Security Instrument; (vi) Lender, or any judicially appointed receiver, will be liable to account for only those Rents actually received; and (vii) Lender will be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

(c) Funds Paid by Lender. If the Rents are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds paid by Lender for such purposes will become indebtedness of Borrower to Lender secured by this Security Instrument pursuant to Section 9.

(d) Limitation on Collection of Rents. Borrower may not collect any of the Rents more than one month in advance of the time when the Rents become due, except for security or similar deposits.

(e) No Other Assignment of Rents. Borrower represents, warrants, covenants, and agrees that Borrower has not signed any prior assignment of the Rents, will not make any further assignment of the Rents, and has not performed, and will not perform, any act that could prevent Lender from exercising its rights under this Security Instrument.

(f) Control and Maintenance of the Property. Unless required by Applicable Law, Lender, or a receiver appointed under Applicable Law, is not obligated to enter upon, take control of, or maintain the Property before or after giving notice of Default to Borrower. However, Lender, or a receiver appointed under Applicable Law, may do so at any time when Borrower is in Default, subject to Applicable Law.

(g) Additional Provisions. Any application of the Rents will not cure or waive any Default or invalidate any other right or remedy of Lender. This Section 10 does not relieve Borrower of Borrower's obligations under Section 6.

This Section 10 will terminate when all the sums secured by this Security Instrument are paid in full.

11. Mortgage Insurance.

(a) Payment of Premiums; Substitution of Policy; Loss Reserve; Protection of Lender. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower will pay the premiums required to maintain the Mortgage Insurance in effect. If Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, and (i) the Mortgage Insurance coverage required by Lender ceases for any reason to be available from the mortgage insurer that previously provided such insurance, or (ii) Lender determines in its sole discretion that such mortgage insurer is no longer eligible to provide the Mortgage Insurance coverage required by Lender, Borrower will 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 will 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 will be non-refundable, even when the Loan is paid in full, and Lender will not be required to pay Borrower any interest or earnings on such loss reserve, unless required by Applicable Law.

Lender will 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 will 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 11 affects Borrower's obligation to pay interest at the Note rate.

Exhibit "4"

(b) Mortgage Insurance Agreements. Mortgage Insurance reimburses Lender for certain losses Lender may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy or coverage.

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 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, 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. Any such agreements will not: (i) affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan; (ii) increase the amount Borrower will owe for Mortgage Insurance; (iii) entitle Borrower to any refund; or (iv) affect the rights Borrower has, if any, with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 (12 U.S.C. § 4901 *et seq.*), as it may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter ("HPA"). These rights under the HPA may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

12. Assignment and Application of Miscellaneous Proceeds; Forfeiture.

(a) Assignment of Miscellaneous Proceeds. Borrower is unconditionally assigning the right to receive all Miscellaneous Proceeds to Lender and agrees that such amounts will be paid to Lender.

(b) Application of Miscellaneous Proceeds upon Damage to Property. If the Property is damaged, any Miscellaneous Proceeds will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and Lender's security will not be lessened by such restoration or repair. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, unless prohibited by Applicable Law, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(c) Application of Miscellaneous Proceeds upon Condemnation, Destruction, or Loss in Value of the Property. In the event of a total taking, destruction, or loss in value of the Property, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, unless prohibited by Applicable Law, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property (each, a "Partial Devaluation") where the fair market value of the Property immediately before the Partial Devaluation is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the Partial Devaluation, a percentage of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, unless prohibited by Applicable Law, or unless Borrower and Lender otherwise agree in writing. The amount of the Miscellaneous

Proceeds that will be so applied is determined by multiplying the total amount of the Miscellaneous Proceeds by a percentage calculated by taking (i) the total amount of the sums secured immediately before the Partial Devaluation, and dividing it by (ii) the fair market value of the Property immediately before the Partial Devaluation. Any balance of the Miscellaneous Proceeds will be paid to Borrower.

In the event of a Partial Devaluation where the fair market value of the Property immediately before the Partial Devaluation is less than the amount of the sums secured immediately before the Partial Devaluation, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not the sums are then due, unless Borrower and Lender otherwise agree in writing.

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

(e) Proceeding Affecting Lender's Interest in the Property. Borrower will be in Default if any action or proceeding begins, whether civil or criminal, 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, unless prohibited by Applicable Law. Borrower can cure such a Default and, if acceleration has occurred, reinstate as provided in Section 20, 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. Borrower is unconditionally assigning to Lender the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property, which proceeds will be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order that Partial Payments are applied in Section 2(b).

13. Borrower Not Released; Forbearance by Lender Not a Waiver. Borrower or any Successor in Interest of Borrower will not be released from liability under this Security Instrument if Lender extends the time for payment or modifies the amortization of the sums secured by this Security Instrument. Lender will 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, will not be a waiver of, or preclude the exercise of, any right or remedy by Lender.

14. Joint and Several Liability; Signatories; Successors and Assigns Bound. Borrower's obligations and liability under this Security Instrument will be joint and several. However, any Borrower who signs this Security Instrument but does not sign the Note: (a) signs this Security Instrument to mortgage, grant, and convey such Borrower's interest in the Property under the terms of this Security Instrument; (b) signs this Security Instrument to waive any applicable inchoate rights and any available homestead exemptions, unless prohibited by Applicable Law; (c) signs this Security Instrument to assign any Miscellaneous Proceeds, Rents, or other earnings from the Property to Lender; (d) is not personally obligated to pay the sums due under the Note or this Security Instrument; and (e) agrees that Lender and any other Borrower can agree to extend, modify, forbear, or make any accommodations with regard to the terms of the Note or this Security Instrument without such Borrower's consent and without affecting such Borrower's obligations under this Security Instrument.

Subject to the provisions of Section 19, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, will obtain all of Borrower's rights, obligations, and benefits under this Security Instrument. Borrower will not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing.

15. Loan Charges.

(a) Tax and Flood Determination Fees. Lender may require Borrower to pay (i) a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan, and (ii) 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 that reasonably might affect such determination or certification. Borrower will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency, or any successor agency, at any time during the Loan term, in connection with any flood zone determinations.

(b) Default Charges. If permitted under Applicable Law, Lender may charge Borrower fees for services performed in connection with Borrower's Default to protect Lender's interest in the Property and rights under this Security Instrument, including: (i) reasonable attorneys' fees and costs; (ii) property inspection, valuation, mediation, and loss mitigation fees; and (iii) other related fees.

(c) Permissibility of Fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower should 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.

(d) Savings Clause. If Applicable Law 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 (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) 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). To the extent permitted by Applicable Law, 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.

16. Notices; Borrower's Physical Address. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

(a) Notices to Borrower. Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when (i) mailed by first class mail, or (ii) actually delivered to Borrower's Notice Address (as defined in Section 16(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 16(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any notice to Borrower required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(b) Electronic Notice to Borrower. Unless another delivery method is required by Applicable Law, Lender may provide notice to Borrower by e-mail or other electronic communication ("Electronic Communication") if: (i) agreed to by Lender and Borrower in writing; (ii) Borrower has provided Lender with Borrower's e-mail or other electronic address ("Electronic Address"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non-Electronic Communication instead of by Electronic Communication; and (iv) Lender otherwise complies with Applicable Law. Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Borrower when sent unless Lender becomes aware that such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of such agreement.

(c) Borrower's Notice Address. The address to which Lender will send Borrower notice ("Notice Address") will be the Property Address unless Borrower has designated a different address by written notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an

Exhibit "4"

Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.

(d) Notices to Lender. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address (including an Electronic Address) by notice to Borrower. Any notice in connection with this Security Instrument will be deemed to have been given to Lender only when actually received by Lender at Lender's designated address (which may include an Electronic Address). If any notice to Lender required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(e) Borrower's Physical Address. In addition to the designated Notice Address, Borrower will provide Lender with the address where Borrower physically resides, if different from the Property Address, and notify Lender whenever this address changes.

17. Governing Law; Severability; Rules of Construction. This Security Instrument is governed by federal law and the law of the State of California. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. If any provision of this Security Instrument or the Note conflicts with Applicable Law (i) such conflict will not affect other provisions of this Security Instrument or the Note that can be given effect without the conflicting provision, and (ii) such conflicting provision, to the extent possible, will be considered modified to comply with Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence should not be construed as a prohibition against agreement by contract. Any action required under this Security Instrument to be made in accordance with Applicable Law is to be made in accordance with the Applicable Law in effect at the time the action is undertaken.

As used in this Security Instrument: (a) words in the singular will mean and include the plural and vice versa; (b) the word "may" gives sole discretion without any obligation to take any action; (c) any reference to "Section" in this document refers to Sections contained in this Security Instrument unless otherwise noted; and (d) the headings and captions are inserted for convenience of reference and do not define, limit, or describe the scope or intent of this Security Instrument or any particular Section, paragraph, or provision.

18. Borrower's Copy. One Borrower will be given one copy of the Note and of this Security Instrument.

19. Transfer of the Property or a Beneficial Interest in Borrower. For purposes of this Section 19 only, "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 to a purchaser at a future date.

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, Lender will not exercise this option if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's Interest in the Property and/or rights under this Security Instrument.

20. Borrower's Right to Reinstate the Loan after Acceleration. If Borrower meets certain conditions, Borrower will have the right to reinstate the Loan and have enforcement of this Security Instrument discontinued at any time up to the later of (a) five days before any foreclosure sale of the Property, or (b) such other period as

Applicable Law might specify for the termination of Borrower's right to reinstate. This right to reinstate will not apply in the case of acceleration under Section 19.

To reinstate the Loan, Borrower must satisfy all of the following conditions: (aa) pay Lender all sums that then would be due under this Security Instrument and the Note as if no acceleration had occurred; (bb) cure any Defanlt of any other covenants or agreements under this Security Instrument or the Note; (cc) pay all expenses incurred in enforcing this Security Instrument or the Note, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument or the Note; and (dd) take such action as Lender may reasonably require to assure that Lender's interest in the Property and/or rights under this Security Instrument or the Note, and Borrower's obligation to pay the sums secured by this Security Instrument or the Note, will 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: (aaa) cash; (bbb) money order; (ccc) 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 U.S. federal agency, instrumentality, or entity; or (ddd) Electronic Fund Transfer. Upon Borrower's reinstatement of the Loan, this Security Instrument and obligations secured by this Security Instrument will remain fully effective as if no acceleration had occurred.

21. Sale of Note. The Note or a partial interest in the Note, together with this Security Instrument, may be sold or otherwise transferred one or more times. Upon such a sale or other transfer, all of Lender's rights and obligations under this Security Instrument will convey to Lender's successors and assigns.

22. Loan Servicer. Lender may take any action permitted under this Security Instrument through the Loan Servicer or another authorized representative, such as a sub-servicer. Borrower understands that the Loan Servicer or other authorized representative of Lender has the right and authority to take any such action.

The Loan Servicer may change one or more times during the term of the Note. The Loan Servicer may or may not be the holder of the Note. The Loan Servicer has the right and authority to: (a) collect Periodic Payments and any other amounts due under the Note and this Security Instrument; (b) perform any other mortgage loan servicing obligations; and (c) exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made, and any other information RESPA requires in connection with a notice of transfer of servicing.

23. Notice of Grievance. Until Borrower or Lender has notified the other party (in accordance with Section 16) of an alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action, neither Borrower nor Lender may commence, join, or be joined to any judicial action (either as an individual litigant or a member of a class) that (a) arises from the other party's actions pursuant to this Security Instrument or the Note, or (b) alleges that the other party has breached any provision of this Security Instrument or the Note. If Applicable Law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 23. The notice of Default given to Borrower pursuant to Section 26(a) and the notice of acceleration given to Borrower pursuant to Section 19 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 23.

24. Hazardous Substances.

(a) Definitions. As used in this Section 24: (i) "Environmental Law" means any Applicable Laws where the Property is located that relate to health, safety, or environmental protection; (ii) "Hazardous Substances" inclnde (A) those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law, and (B) the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, corrosive materials or agents, and radioactive materials; (iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (iv) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

(b) Restrictions on Use of Hazardous Substances. Borrower will 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 will not do, nor allow anyone else to do, anything affecting the Property that: (i) violates Environmental Law; (ii) creates an Environmental Condition; or (iii) due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects or could adversely affect the value of the Property. The preceding two sentences will 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).

(c) Notices; Remedial Actions. Borrower will promptly give Lender written notice of: (i) 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; (ii) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (iii) any condition caused by the presence, use, or release of a Hazardous Substance that 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 will promptly take all necessary remedial actions in accordance with Environmental Law. Nothing in this Security Instrument will create any obligation on Lender for an Environmental Cleanup.

25. Electronic Note Signed with Borrower's Electronic Signature. If the Note evidencing the debt for this Loan is electronic, Borrower acknowledges and represents to Lender that Borrower: (a) expressly consented and intended to sign the electronic Note using an Electronic Signature adopted by Borrower ("Borrower's Electronic Signature") instead of signing a paper Note with Borrower's written pen and ink signature; (b) did not withdraw Borrower's express consent to sign the electronic Note using Borrower's Electronic Signature; (c) understood that by signing the electronic Note using Borrower's Electronic Signature, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms; and (d) signed the electronic Note with Borrower's Electronic Signature with the intent and understanding that by doing so, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms.

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

26. Acceleration; Remedies.

(a) Notice of Default. Lender will give a notice of Default to Borrower prior to acceleration following Borrower's Default, except that such notice of Default will not be sent when Lender exercises its right under Section 19 unless Applicable Law provides otherwise. The notice will specify, in addition to any other information required by Applicable Law: (i) the Default; (ii) the action required to cure the Default; (iii) a date, not less than 30 days (or as otherwise specified by Applicable Law) from the date the notice is given to Borrower, by which the Default must be cured; (iv) 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; (v) Borrower's right to reinstate after acceleration; and (vi) Borrower's right to bring a court action to deny the existence of a Default or to assert any other defense of Borrower to acceleration and sale.

(b) Acceleration; Power of Sale; Expenses. If the Default is not cured on or before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 26, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

(c) Notice of Sale; Sale of Property. If Lender invokes the power of sale, Lender will 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 will cause this notice to be recorded in each county in which any part of the Property is located.

Lender or Trustee will mail copies of the notice as prescribed by Applicable Law to Borrower and to the other required recipients. Trustee will give public notice of sale to the persons and in the manner prescribed by Applicable Law. At a time permitted by, and in accordance with Applicable Law, Trustee, without further demand on Borrower, will 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. Unless prohibited by Applicable Law, 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.

(d) Trustee's Deed; Proceeds of Sale. Trustee will deliver to the purchaser a Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed will be prima facie or conclusive evidence of the truth of the statements made in that deed, in accordance with Section 2924(c) of the Civil Code of California. Trustee will apply the proceeds of the sale in the following order: (i) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (ii) to all sums secured by this Security Instrument; and (iii) any excess to the person or persons legally entitled to it.

27. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender will request Trustee to reconvey the Property and will surrender this Security Instrument and all Notes evidencing the debt secured by this Security Instrument to Trustee. Upon such request, Trustee will reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

28. Substitute Trustee. Lender may, from time to time appoint a successor trustee to any Trustee appointed under this Security Instrument 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 will contain the name of the original Lender, Trustee, and Borrower, the instrument number or 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 will succeed to all the rights, title, power, and duties conferred upon Trustee in this Security Instrument and by Applicable Law. This procedure for substitution of trustee will govern to the exclusion of all other provisions for substitution.

29. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

Exhibit "4"

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

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to Borrower's Notice Address.

L.K.S. ELECTRICT INC., A CALIFORNIA CORPORATION

By: ____________________(Seal)
MARIO GEOVANI TECUM GARCIA, PRESIDENT -Borrower

MARIO GEOVANI TECUM GARCIA, PRESIDENT

____
Witness

____
Witness

[Space Below This Line For 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 LOS ANGELES)

On 07/18/2025 before me, ALBERTO ESCOBAR NOTARY PUBLIC
Date Here Insert Name and Title of the Notarizing Officer

personally appeared MARIO GEOVANI TECUM GARCIA

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

ALBERTO ESCOBAR
Notary Public - California
Orange County
Commission # 2501414
My Comm. Expires Oct 13, 2028

Signature of Notary Public

Notary Seal

Loan Originator: MICHAEL GERARD SCANNELL, NMLSR ID 272763
Loan Originator Organization: ALLSTATE LENDING GROUP, INC, NMLSR ID 272985

Exhibit "4"

EXHIBIT A
Legal Description

For APN/Parcel ID(s): 6356-015-018

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

LOT 18 OF TRACT NO. 12751, IN THE CITY OF COMMERCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 244, PAGES 20 AND 21 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT AN UNDIVIDED ONE-HALF INTEREST OF ALL OIL AND GAS IN AND UNDER SAID LAND AS RESERVED IN DEED FROM SUBURBAN LAND COMPANY, A CORPORATION, RECORDED JANUARY 2, 1946.

Loan Number:

1-4 FAMILY RIDER

THIS 1-4 FAMILY RIDER is made this 10th day of July, 2025 , and is incorporated into and amends and supplements the Mortgage, Mortgage Deed, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to ALLSTATE LENDING GROUP, INC, A CALIFORNIA CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

7509 NEENAH STREET, COMMERCE, CALIFORNIA 90040

[Property Address]

1-4 FAMILY COVENANTS. In addition to the representations, warranties, covenants, and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or later attached to the Property, to the extent they are fixtures, are added to the Property description, and will also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or later located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling, and attached floor coverings, all of which, including replacements and additions, will be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower will not seek, agree to, or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower will comply with all laws, ordinances, regulations, and requirements of any governmental body applicable to the Property.

C. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

D. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower will assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender will have the right to modify, extend, or terminate the existing leases and to execute new leases, in Lender's sole

Exhibit "4"

discretion. As used in this paragraph D the word "lease" will mean "sublease" if the Security Instrument is on a leasehold.

E. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement related to the Property in which Lender has an interest will be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

L.K.S. ELECTRICT INC., A CALIFORNIA CORPORATION

By: _______________ (Seal)
MARIO GEOVANI TECUM GARCIA, PRESIDENT -Borrower

MARIO GEOVANI TECUM
GARCIA, PRESIDENT

[Space Above This Line For Recording Data]

Loan Number:

BALLOON RIDER

THIS BALLOON RIDER is made this 10th day of July 2025, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note (the "Note") to ALLSTATE LENDING GROUP, INC, A CALIFORNIA CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

7509 NEENAH STREET, COMMERCE, CALIFORNIA 90040

[Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

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

Exhibit "4"

BY SIGNING BELOW, Borrower accepts and agrees tothe terms and covenants contained in this Balloon Rider.

L.K.S. ELECTRICT INC., A CALIFORNIA CORPORATION

By: ______________________ (Seal)
MARIO GEOVANI TECUM GARCIA, PRESIDENT -Borrower

MARIO GEOVANI TECUM
GARCIA, PRESIDENT

This page is part of your document - DO NOT DISCARD

20250501140

Pages: 0004

**Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California**

07/25/25 AT 08:00AM

FEES:	28.00
TAXES:	0.00
OTHER:	0.00
PAID:	28.00

**SEQ:
03**

SECURE - 8:00AM

THIS FORM IS NOT TO BE DUPLICATED

Exhibit "5"

FIDELITY NATIONAL TITLE
ORANGE COUNTY

Recording Requested By:
ALLSTATE LENDING GROUP, INC

And After Recording Return To:
ALLSTATE LENDING GROUP,
INC
2540 CORPORATE PLACE STE B108
MONTEREY PARK, CALIFORNIA 91754

[Space Above This Line For Recording Data]

ASSIGNMENT OF DEED OF TRUST

Loan Number:

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to

ARON ABECASSIS, TRUSTEE OF THE ARON ABECASSIS REVOCABLE TRUST DATED APRIL 14, 2004, AS TO AN UNDIVIDED 56.82% INTEREST AND JORDAN ROSEN, TRUSTEE OF THE RUBY RED JR REVOCABLE TRUST DATED FEBRUARY 20, 2025, AS TO AN UNDIVIDED 22.73% INTEREST AND PATRICK O'BRIEN, TRUSTEE OF THE O'BRIEN FAMILY TRUST DATED MARCH 11, 2003, AS TO AN UNDIVIDED 20.45% INTEREST

all beneficial interest under that certain Deed of Trust dated July 10, 2025
executed by L.K.S. ELECTRICT INC., A CALIFORNIA CORPORATION, 453 SOUTH SPRING STREET, SUITE 400 #418, LOS ANGELES, CALIFORNIA 90013

, Trustor,

to ALLSTATE LENDING GROUP SERVICING LLC
2540 CORPORATE PLACE, SUITE B108, MONTEREY PARK, CALIFORNIA 91754

, Trustee,

and recorded either:

☒ concurrently herewith; or

☐ on , as Instrument No. in book , page , in the Official Records in the County Recorder's office of LOS ANGELES County, CALIFORNIA , describing land therein as:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N.: 6356-015-018

Exempt from fee per GC 27388.1 (a) (2); recorded concurrently in connection with a transfer subject to the imposition of documentary transfer tax

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust. The original principal amount due under this note(s) is $ 440,000.00 .

ALLSTATE LENDING GROUP, INC, A
CALIFORNIA CORPORATION

By: _______________, CEO (Seal)

MICHAEL G. SCANNELL, CEO

[Space Below This Line For Acknowledgments]

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 LOS ANGELES)

On 7-15-25 before me, CRYSTAL REJON, NOTARY PUBLIC

personally appeared MICHAEL G. SCANNELL

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

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

WITNESS my hand and official seal.

CRYSTAL REJON
Notary Public - California
San Bernardino County
Commission # 2521233
My Comm. Expires Jun 20, 2029

NOTARY SEAL

NOTARY SIGNATURE

Crystal Rejon
(Typed Name of Notary)

Exhibit "5"

EXHIBIT A

Legal Description

For APN/Parcel ID(s): 6356-015-018

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

LOT 18 OF TRACT NO. 12751, IN THE CITY OF COMMERCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 244, PAGES 20 AND 21 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT AN UNDIVIDED ONE-HALF INTEREST OF ALL OIL AND GAS IN AND UNDER SAID LAND AS RESERVED IN DEED FROM SUBURBAN LAND COMPANY, A CORPORATION, RECORDED JANUARY 2, 1946.

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20250577796

Pages: 0028

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

08/26/25 AT 08:00AM

FEES:	129.00
TAXES:	0.00
OTHER:	0.00
PAID:	129.00

SEQ:
03

SECURE - 8:00AM

THIS FORM IS NOT TO BE DUPLICATED

Recording requested by
SoCal TITLE COMPANY

Recording Requested By:
ALLSTATE LENDING GROUP, INC

And After Recording Return To:
ALLSTATE LENDING GROUP,
INC
2540 CORPORATE PLACE STE B108
MONTEREY PARK, CALIFORNIA 91754

APN 5241-017-005

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DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 3, 4, 10, 11, 12, 16, 19, 24, and 25. Certain rules regarding the usage of words used in this document are also provided in Section 17.

Parties

(A) **"Borrower"** is L.K.S. ELECTRICT INC., A CALIFORNIA CORPORATION

Exempt From Fee GC27388.1(A)(1)
fee cap of $225.00 reached

currently residing at 5215 SOUTHALL LANE, BELL, CALIFORNIA 90201

Borrower is the trustor under this Security Instrument.
(B) **"Lender"** is ALLSTATE LENDING GROUP, INC

Lender is a CALIFORNIA CORPORATION organized and existing under the laws of

CALIFORNIA . Lender's address is 2540 CORPORATE PLACE STE B108, MONTEREY PARK, CALIFORNIA 91754 .
Lender is the beneficiary under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.
(C) **"Trustee"** is ALLSTATE LENDING GROUP SERVICING LLC .

Trustee's address is 2540 CORPORATE PLACE, SUITE B108, MONTEREY PARK, CALIFORNIA 91754 .
The term "Trustee" includes any substitute/successor Trustee.

Documents

(D) **"Note"** means the promissory note dated August 20, 2025 , and signed by each Borrower who is legally obligated for the debt under that promissory note, that is in either (i) paper form, using Borrower's written pen and ink signature, or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender FIVE HUNDRED SEVEN THOUSAND AND 00/100 Dollars (U.S. $ 507,000.00) plus interest. Each Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than February 1, 2027 .
(E) **"Riders"** means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider
☒ 1-4 Family Rider	☐ Planned Unit Development Rider
☐ Second Home Rider	☒ Other(s) [specify]: Balloon Rider

(F) **"Security Instrument"** means this document, which is dated August 20, 2025 , together with all Riders to this document.

Additional Definitions

(G) **"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.
(H) **"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.
(I) **"Default"** means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender

provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide Lender with material information in connection with the Loan, as described in Section 8; or (iv) any action or proceeding described in Section 12(e).

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

(K) "Electronic Signature" means an "Electronic Signature" as defined in the UETA or E-SIGN, as applicable.

(L) "E-SIGN" means the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 *et seq.*), as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

(M) "Escrow Items" means: (i) taxes and assessments and other items that can attain priority over this Security Instrument as a lien or encumbrance on the Property; (ii) leasehold payments or ground rents on the Property, if any; (iii) premiums for any and all insurance required by Lender under Section 5; (iv) 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 11; and (v) Community Association Dues, Fees, and Assessments if Lender requires that they be escrowed beginning at Loan closing or at any time during the Loan term.

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

(O) "Loan Servicer" means the entity that has the contractual right to receive Borrower's Periodic Payments and any other payments made by Borrower, and administers the Loan on behalf of Lender. Loan Servicer does not include a sub-servicer, which is an entity that may service the Loan on behalf of the Loan Servicer.

(P) "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.

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

(R) "Partial Payment" means any payment by Borrower, other than a voluntary prepayment permitted under the Note, which is less than a full outstanding Periodic Payment.

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

(T) "Property" means the property described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY."

(U) "Rents" means all amounts received by or due Borrower in connection with the lease, use, and/or occupancy of the Property by a party other than Borrower.

(V) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 *et seq.*) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter. When used in this Security Instrument, "RESPA" refers to all requirements and restrictions that would apply to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(W) "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.

(X) "UETA" means the Uniform Electronic Transactions Act, as enacted by the jurisdiction in which the Property is located, as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions, and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY	of	LOS ANGELES	:
[Type of Recording Jurisdiction]		[Name of Recording Jurisdiction]	

LOT 17 IN BLOCK 11 OF TRACT NO. 4301, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 50 PAGE(S) 98 AND 99 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
A.P.N.: 5241-017-005

which currently has the address of 4429 & 4431 TRIGGS STREET
[Street]
LOS ANGELES [City], California 90040 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, Rents, issues and profits thereof, royalties, mineral rights, oil or gas rights or profits, water rights, miscellaneous proceeds, insurance proceeds, and fixtures now or subsequently a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to grant and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific California state requirements 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 will pay each Periodic Payment when due. Borrower will also pay any prepayment charges and late charges due under the Note, and any other amounts due under this Security Instrument. Payments due under the Note and this Security Instrument must be made in U.S. currency. 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 U.S. federal agency, instrumentality, or entity; or (d) Electronic Fund 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 16. Lender may accept or return any Partial Payments in its sole discretion pursuant to Section 2.

Any offset or claim that Borrower may have now or in the future against Lender will not relieve Borrower from making the full amount of all payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Acceptance and Application of Payments or Proceeds.

(a) Acceptance and Application of Partial Payments. Lender may accept and either apply or hold in suspense Partial Payments in its sole discretion in accordance with this Section 2. Lender is not obligated to accept any Partial Payments or to apply any Partial Payments at the time such payments are accepted, and also is not obligated to pay interest on such unapplied funds. Lender may hold such unapplied funds until Borrower makes payment sufficient to cover a full Periodic Payment, at which time the amount of the full Periodic Payment will be applied to the Loan. If Borrower does not make such a payment within a reasonable period of time, Lender will either apply such funds in accordance with this Section 2 or return them to Borrower. If not applied earlier, Partial Payments will be credited against the total amount due under the Loan in calculating the amount due in connection with any foreclosure proceeding, payoff request, loan modification, or reinstatement. Lender may accept any payment insufficient to bring the Loan current without waiver of any rights under this Security Instrument or prejudice to its rights to refuse such payments in the future.

(b) Order of Application of Partial Payments and Periodic Payments. Except as otherwise described in this Section 2, if Lender applies a payment, such payment will be applied to each Periodic Payment in the order in which it became due, beginning with the oldest outstanding Periodic Payment, as follows: first to interest and then to principal due under the Note, and finally to Escrow Items. If all outstanding Periodic Payments then due are paid in full, any payment amounts remaining may be applied to late charges and to any amounts then due under this Security Instrument. If all sums then due under the Note and this Security Instrument are paid in full, any remaining payment amount may be applied, in Lender's sole discretion, to a future Periodic Payment or to reduce the principal balance of the Note.

If Lender receives a payment from Borrower in the amount of one or more Periodic Payments and the amount of any late charge due for a delinquent Periodic Payment, the payment may be applied to the delinquent payment and the late charge.

When applying payments, Lender will apply such payments in accordance with Applicable Law.

(c) Voluntary Prepayments. Voluntary prepayments will be applied as described in the Note.

(d) No Change to Payment Schedule. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items.

(a) Escrow Requirement; Escrow Items. Borrower must pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum of money to provide for payment of amounts due for all Escrow Items (the "Funds"). The amount of the Funds required to be paid each month may change during the term of the Loan. Borrower must promptly furnish to Lender all notices or invoices of amounts to be paid under this Section 3.

(b) Payment of Funds; Waiver. Borrower must pay Lender the Funds for Escrow Items unless Lender waives this obligation in writing, or unless prohibited by Applicable Law. Lender may waive this obligation for any Escrow Item at any time. In the event of such waiver or prohibition, Borrower must pay directly, when and where payable,

the amounts due for any Escrow Items and Lender may require Borrower to provide proof of direct payment of those items within such time period as Lender may require. Borrower's obligation to make such timely payments and to provide proof of payment is deemed to be a covenant and agreement of Borrower under this Security Instrument. If Borrower is obligated to pay Escrow Items directly, and Borrower fails to pay timely the amount due for an Escrow Item, Lender may exercise its rights under Section 9 to pay such amount and Borrower will be obligated to repay to Lender any such amount in accordance with Section 9.

Unless prohibited by Applicable Law, Lender may withdraw the waiver as to any or all Escrow Items at any time by giving a notice in accordance with Section 16; upon such withdrawal, Borrower must pay to Lender all Funds for such Escrow Items, and in such amounts, that are then required under this Section 3.

(c) Amount of Funds; Application of Funds. Lender may, at any time, collect and hold Funds in an amount up to, but not in excess of, the maximum amount a lender can require under RESPA. Lender will estimate the amount of Funds due in accordance with Applicable Law.

The Funds will be held in an institution whose deposits are insured by a U.S. 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 will apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender may not charge Borrower for: (i) holding and applying the Funds; (ii) annually analyzing the escrow account; or (iii) verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on the Funds, Lender will not be required to pay Borrower any interest or earnings on the Funds. Lender will give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

(d) Surplus; Shortage and Deficiency of Funds. In accordance with RESPA, if there is a surplus of Funds held in escrow, Lender will account to Borrower for such surplus. If Borrower's Periodic Payment is delinquent by more than 30 days, Lender may retain the surplus in the escrow account for the payment of the Escrow Items. If there is a shortage or deficiency of Funds held in escrow, Lender will notify Borrower and Borrower will pay to Lender the amount necessary to make up the shortage or deficiency in accordance with RESPA.

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

4. Charges; Liens. Borrower must pay (a) all taxes, assessments, charges, fines, and impositions attributable to the Property which have priority or may attain priority over this Security Instrument, (b) leasehold payments or ground rents on the Property, if any, and (c) Community Association Dues, Fees, and Assessments, if any. If any of these items are Escrow Items, Borrower will pay them in the manner provided in Section 3.

Borrower must promptly discharge any lien that has priority or may attain priority over this Security Instrument unless Borrower: (aa) 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 under such agreement; (bb) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which Lender determines, in its sole discretion, operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (cc) secures from the holder of the lien an agreement satisfactory to Lender that subordinates the lien to this Security Instrument (collectively, the "Required Actions"). If Lender determines that any part of the Property is subject to a lien that has priority or may attain priority over this Security Instrument and Borrower has not taken any of the Required Actions in regard to such lien, Lender may give Borrower a notice identifying the lien. Within 10 days after the date on which that notice is given, Borrower must satisfy the lien or take one or more of the Required Actions.

5. Property Insurance.

(a) Insurance Requirement; Coverages. Borrower must keep the improvements now existing or subsequently 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, winds, and floods, for which Lender requires insurance. Borrower must maintain the types of insurance Lender requires 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, and may exceed any minimum coverage required by Applicable Law. Borrower may choose the insurance carrier providing the insurance, subject to Lender's right to disapprove Borrower's choice, which right will not be exercised unreasonably.

(b) Failure to Maintain Insurance. If Lender has a reasonable basis to believe that Borrower has failed to maintain any of the required insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and at Borrower's expense. Unless required by Applicable Law, Lender is under no obligation to advance premiums for, or to seek to reinstate, any prior lapsed coverage obtained by Borrower. Lender is under no obligation to purchase any particular type or amount of coverage and may select the provider of such insurance in its sole discretion. Before purchasing such coverage, Lender will notify Borrower if required to do so under Applicable Law. Any such coverage will insure Lender, but 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, but not exceeding the coverage required under Section 5(a). Borrower acknowledges that the cost of the insurance coverage so obtained may significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender for costs associated with reinstating Borrower's insurance policy or with placing new insurance under this Section 5 will become additional debt of Borrower secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(c) Insurance Policies. All insurance policies required by Lender and renewals of such policies: (i) will be subject to Lender's right to disapprove such policies; (ii) must include a standard mortgage clause; and (iii) must name Lender as mortgagee and/or as an additional loss payee, and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender will have the right to hold the policies and renewal certificates. If Lender requires, Borrower will promptly give to Lender proof 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 must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee, and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

(d) Proof of Loss; Application of Proceeds. In the event of loss, Borrower must give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Any insurance proceeds, whether or not the underlying insurance was required by Lender, will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and determines that Lender's security will not be lessened by such restoration or repair.

If the Property is to be repaired or restored, Lender will disburse from the insurance proceeds any initial amounts that are necessary to begin the repair or restoration, subject to any restrictions applicable to Lender. During the subsequent repair and restoration period, Lender will 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 (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Lender will not be required to pay Borrower any interest or earnings on such insurance proceeds unless Lender and Borrower agree in writing or Applicable Law requires otherwise. Fees for public adjusters, or other third parties, retained by Borrower will not be paid out of the insurance proceeds and will be the sole obligation of Borrower.

If, in accordance with Applicable Law, Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the insurance proceeds will be applied to the

sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(e) Insurance Settlements; Assignment of Proceeds. 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 26 or otherwise, Borrower is unconditionally assigning to Lender (i) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note and this Security Instrument, and (ii) 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, to the extent that such rights are applicable to the coverage of the Property. If Lender files, negotiates, or settles a claim, Borrower agrees that any insurance proceeds may be made payable directly to Lender without the need to include Borrower as an additional loss payee. Lender may use the insurance proceeds either to repair or restore the Property (as provided in Section 5(d)) or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due, in accordance with Applicable Law.

6. Occupancy. Borrower must occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and must 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 will not be unreasonably withheld, or unless extenuating circumstances exist that are beyond Borrower's control.

7. Preservation, Maintenance, and Protection of the Property; Inspections. Borrower will 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 must maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless Lender determines pursuant to Section 5 that repair or restoration is not economically feasible, Borrower will promptly repair the Property if damaged to avoid further deterioration or damage.

If insurance or condemnation proceeds are paid to Lender in connection with damage to, or the taking of, the Property, Borrower will 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower remains obligated to complete such repair or restoration.

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

8. Borrower's Loan Application. Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction 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, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.

(a) Protection of Lender's Interest. If: (i) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (ii) there is a legal proceeding or government order 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 that has priority or may attain priority over this Security

Instrument, or to enforce laws or regulations); or (iii) Lender reasonably believes that 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/or 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 may include, but are not limited to: (I) paying any sums secured by a lien that has priority or may attain priority over this Security Instrument; (II) appearing in court; and (III) paying: (A) reasonable attorneys' fees and costs; (B) property inspection and valuation fees; and (C) other fees incurred for the purpose of protecting Lender's 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, exterior and interior inspections of the Property, entering the Property to make repairs, changing locks, replacing or boarding up doors and windows, draining water from pipes, eliminating building or other code violations or dangerous conditions, and having utilities turned on or off. Although Lender may take action under this Section 9, Lender is not required to do so and is not under any duty or obligation to do so. Lender will not be liable for not taking any or all actions authorized under this Section 9.

(b) Avoiding Foreclosure; Mitigating Losses. If Borrower is in Default, Lender may work with Borrower to avoid foreclosure and/or mitigate Lender's potential losses, but is not obligated to do so unless required by Applicable Law. Lender may take reasonable actions to evaluate Borrower for available alternatives to foreclosure, including, but not limited to, obtaining credit reports, title reports, title insurance, property valuations, subordination agreements, and third-party approvals. Borrower authorizes and consents to these actions. Any costs associated with such loss mitigation activities may be paid by Lender and recovered from Borrower as described below in Section 9(c), unless prohibited by Applicable Law.

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

(d) Leasehold Terms. If this Security Instrument is on a leasehold, Borrower will comply with all the provisions of the lease. Borrower will not surrender the leasehold estate and interests conveyed, or terminate or cancel the ground lease. Borrower will not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title will not merge unless Lender agrees to the merger in writing.

10. Assignment of Rents.

(a) Assignment of Rents. If the Property is leased to, used by, or occupied by a third party ("Tenant"), Borrower is unconditionally assigning and transferring to Lender any Rents, regardless of to whom the Rents are payable. This assignment of Rents constitutes a perfected, absolute and present assignment. Lender grants to Borrower a license to collect, but not prior to accrual, and retain the Rents; however, upon the occurrence and during the continuance of an event of Default, Borrower's license to collect and retain the Rents will immediately terminate. Under this license, Borrower will receive the Rents until (i) Lender has given Borrower notice of Default pursuant to Section 26, and (ii) Lender has given notice to the Tenant that the Rents are to be paid to Lender. This Section 10 constitutes an absolute assignment and not an assignment for additional security only.

(b) Notice of Default. If Lender gives notice of Default to Borrower, all of the following will apply, unless prohibited by Applicable Law: (i) all Rents received by Borrower must be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender will be entitled to collect and receive all of the Rents; (iii) Borrower agrees to instruct each Tenant that Tenant is to pay all Rents due and unpaid to Lender upon Lender's written demand to the Tenant; (iv) Borrower will ensure that each Tenant pays all Rents due to Lender and will take whatever action is necessary to collect such Rents if not paid to Lender; (v) unless Applicable Law provides otherwise, all Rents collected by Lender will be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, reasonable attorneys' fees and costs, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes,

assessments, and other charges on the Property, and then to any other sums secured by this Security Instrument; (vi) Lender, or any judicially appointed receiver, will be liable to account for only those Rents actually received; and (vii) Lender will be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

(c) Funds Paid by Lender. If the Rents are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds paid by Lender for such purposes will become indebtedness of Borrower to Lender secured by this Security Instrument pursuant to Section 9.

(d) Limitation on Collection of Rents. Borrower may not collect any of the Rents more than one month in advance of the time when the Rents become due, except for security or similar deposits.

(e) No Other Assignment of Rents. Borrower represents, warrants, covenants, and agrees that Borrower has not signed any prior assignment of the Rents, will not make any further assignment of the Rents, and has not performed, and will not perform, any act that could prevent Lender from exercising its rights under this Security Instrument.

(f) Control and Maintenance of the Property. Unless required by Applicable Law, Lender, or a receiver appointed under Applicable Law, is not obligated to enter upon, take control of, or maintain the Property before or after giving notice of Default to Borrower. However, Lender, or a receiver appointed under Applicable Law, may do so at any time when Borrower is in Default, subject to Applicable Law.

(g) Additional Provisions. Any application of the Rents will not cure or waive any Default or invalidate any other right or remedy of Lender. This Section 10 does not relieve Borrower of Borrower's obligations under Section 6.

This Section 10 will terminate when all the sums secured by this Security Instrument are paid in full.

11. Mortgage Insurance.

(a) Payment of Premiums; Substitution of Policy; Loss Reserve; Protection of Lender. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower will pay the premiums required to maintain the Mortgage Insurance in effect. If Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, and (i) the Mortgage Insurance coverage required by Lender ceases for any reason to be available from the mortgage insurer that previously provided such insurance, or (ii) Lender determines in its sole discretion that such mortgage insurer is no longer eligible to provide the Mortgage Insurance coverage required by Lender, Borrower will 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 will 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 will be non-refundable, even when the Loan is paid in full, and Lender will not be required to pay Borrower any interest or earnings on such loss reserve, unless required by Applicable Law.

Lender will 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 will 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 11 affects Borrower's obligation to pay interest at the Note rate.

(b) Mortgage Insurance Agreements. Mortgage Insurance reimburses Lender for certain losses Lender may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy or coverage.

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 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, 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. Any such agreements will not: (i) affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan; (ii) increase the amount Borrower will owe for Mortgage Insurance; (iii) entitle Borrower to any refund; or (iv) affect the rights Borrower has, if any, with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 (12 U.S.C. § 4901 *et seq.*), as it may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter ("HPA"). These rights under the HPA may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

12. Assignment and Application of Miscellaneous Proceeds; Forfeiture.

(a) Assignment of Miscellaneous Proceeds. Borrower is unconditionally assigning the right to receive all Miscellaneous Proceeds to Lender and agrees that such amounts will be paid to Lender.

(b) Application of Miscellaneous Proceeds upon Damage to Property. If the Property is damaged, any Miscellaneous Proceeds will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and Lender's security will not be lessened by such restoration or repair. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, unless prohibited by Applicable Law, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(c) Application of Miscellaneous Proceeds upon Condemnation, Destruction, or Loss in Value of the Property. In the event of a total taking, destruction, or loss in value of the Property, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, unless prohibited by Applicable Law, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property (each, a "Partial Devaluation") where the fair market value of the Property immediately before the Partial Devaluation is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the Partial Devaluation, a percentage of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, unless prohibited by Applicable Law, or unless Borrower and Lender otherwise agree in writing. The amount of the Miscellaneous

Proceeds that will be so applied is determined by multiplying the total amount of the Miscellaneous Proceeds by a percentage calculated by taking (i) the total amount of the sums secured immediately before the Partial Devaluation, and dividing it by (ii) the fair market value of the Property immediately before the Partial Devaluation. Any balance of the Miscellaneous Proceeds will be paid to Borrower.

In the event of a Partial Devaluation where the fair market value of the Property immediately before the Partial Devaluation is less than the amount of the sums secured immediately before the Partial Devaluation, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not the sums are then due, unless Borrower and Lender otherwise agree in writing.

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

(e) Proceeding Affecting Lender's Interest in the Property. Borrower will be in Default if any action or proceeding begins, whether civil or criminal, 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, unless prohibited by Applicable Law. Borrower can cure such a Default and, if acceleration has occurred, reinstate as provided in Section 20, 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. Borrower is unconditionally assigning to Lender the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property, which proceeds will be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order that Partial Payments are applied in Section 2(b).

13. Borrower Not Released; Forbearance by Lender Not a Waiver. Borrower or any Successor in Interest of Borrower will not be released from liability under this Security Instrument if Lender extends the time for payment or modifies the amortization of the sums secured by this Security Instrument. Lender will 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, will not be a waiver of, or preclude the exercise of, any right or remedy by Lender.

14. Joint and Several Liability; Signatories; Successors and Assigns Bound. Borrower's obligations and liability under this Security Instrument will be joint and several. However, any Borrower who signs this Security Instrument but does not sign the Note: (a) signs this Security Instrument to mortgage, grant, and convey such Borrower's interest in the Property under the terms of this Security Instrument; (b) signs this Security Instrument to waive any applicable inchoate rights and any available homestead exemptions, unless prohibited by Applicable Law; (c) signs this Security Instrument to assign any Miscellaneous Proceeds, Rents, or other earnings from the Property to Lender; (d) is not personally obligated to pay the sums due under the Note or this Security Instrument; and (e) agrees that Lender and any other Borrower can agree to extend, modify, forbear, or make any accommodations with regard to the terms of the Note or this Security Instrument without such Borrower's consent and without affecting such Borrower's obligations under this Security Instrument.

Subject to the provisions of Section 19, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, will obtain all of Borrower's rights, obligations, and benefits under this Security Instrument. Borrower will not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing.

15. Loan Charges.

(a) Tax and Flood Determination Fees. Lender may require Borrower to pay (i) a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan, and (ii) 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 that reasonably might affect such determination or certification. Borrower will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency, or any successor agency, at any time during the Loan term, in connection with any flood zone determinations.

(b) Default Charges. If permitted under Applicable Law, Lender may charge Borrower fees for services performed in connection with Borrower's Default to protect Lender's interest in the Property and rights under this Security Instrument, including: (i) reasonable attorneys' fees and costs; (ii) property inspection, valuation, mediation, and loss mitigation fees; and (iii) other related fees.

(c) Permissibility of Fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower should 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.

(d) Savings Clause. If Applicable Law 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 (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) 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). To the extent permitted by Applicable Law, 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.

16. Notices; Borrower's Physical Address. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

(a) Notices to Borrower. Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when (i) mailed by first class mail, or (ii) actually delivered to Borrower's Notice Address (as defined in Section 16(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 16(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any notice to Borrower required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(b) Electronic Notice to Borrower. Unless another delivery method is required by Applicable Law, Lender may provide notice to Borrower by e-mail or other electronic communication ("Electronic Communication") if: (i) agreed to by Lender and Borrower in writing; (ii) Borrower has provided Lender with Borrower's e-mail or other electronic address ("Electronic Address"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non-Electronic Communication instead of by Electronic Communication; and (iv) Lender otherwise complies with Applicable Law. Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Borrower when sent unless Lender becomes aware that such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of such agreement.

(c) Borrower's Notice Address. The address to which Lender will send Borrower notice ("Notice Address") will be the Property Address unless Borrower has designated a different address by written notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an

Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.

(d) Notices to Lender. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address (including an Electronic Address) by notice to Borrower. Any notice in connection with this Security Instrument will be deemed to have been given to Lender only when actually received by Lender at Lender's designated address (which may include an Electronic Address). If any notice to Lender required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(e) Borrower's Physical Address. In addition to the designated Notice Address, Borrower will provide Lender with the address where Borrower physically resides, if different from the Property Address, and notify Lender whenever this address changes.

17. Governing Law; Severability; Rules of Construction. This Security Instrument is governed by federal law and the law of the State of California. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. If any provision of this Security Instrument or the Note conflicts with Applicable Law (i) such conflict will not affect other provisions of this Security Instrument or the Note that can be given effect without the conflicting provision, and (ii) such conflicting provision, to the extent possible, will be considered modified to comply with Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence should not be construed as a prohibition against agreement by contract. Any action required under this Security Instrument to be made in accordance with Applicable Law is to be made in accordance with the Applicable Law in effect at the time the action is undertaken.

As used in this Security Instrument: (a) words in the singular will mean and include the plural and vice versa; (b) the word "may" gives sole discretion without any obligation to take any action; (c) any reference to "Section" in this document refers to Sections contained in this Security Instrument unless otherwise noted; and (d) the headings and captions are inserted for convenience of reference and do not define, limit, or describe the scope or intent of this Security Instrument or any particular Section, paragraph, or provision.

18. Borrower's Copy. One Borrower will be given one copy of the Note and of this Security Instrument.

19. Transfer of the Property or a Beneficial Interest in Borrower. For purposes of this Section 19 only, "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 to a purchaser at a future date.

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, Lender will not exercise this option if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's Interest in the Property and/or rights under this Security Instrument.

20. Borrower's Right to Reinstate the Loan after Acceleration. If Borrower meets certain conditions, Borrower will have the right to reinstate the Loan and have enforcement of this Security Instrument discontinued at any time up to the later of (a) five days before any foreclosure sale of the Property, or (b) such other period as

Applicable Law might specify for the termination of Borrower's right to reinstate. This right to reinstate will not apply in the case of acceleration under Section 19.

To reinstate the Loan, Borrower must satisfy all of the following conditions: (aa) pay Lender all sums that then would be due under this Security Instrument and the Note as if no acceleration had occurred; (bb) cure any Default of any other covenants or agreements under this Security Instrument or the Note; (cc) pay all expenses incurred in enforcing this Security Instrument or the Note, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument or the Note; and (dd) take such action as Lender may reasonably require to assure that Lender's interest in the Property and/or rights under this Security Instrument or the Note, and Borrower's obligation to pay the sums secured by this Security Instrument or the Note, will 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: (aaa) cash; (bbb) money order; (ccc) 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 U.S. federal agency, instrumentality, or entity; or (ddd) Electronic Fund Transfer. Upon Borrower's reinstatement of the Loan, this Security Instrument and obligations secured by this Security Instrument will remain fully effective as if no acceleration had occurred.

21. Sale of Note. The Note or a partial interest in the Note, together with this Security Instrument, may be sold or otherwise transferred one or more times. Upon such a sale or other transfer, all of Lender's rights and obligations under this Security Instrument will convey to Lender's successors and assigns.

22. Loan Servicer. Lender may take any action permitted under this Security Instrument through the Loan Servicer or another authorized representative, such as a sub-servicer. Borrower understands that the Loan Servicer or other authorized representative of Lender has the right and authority to take any such action.

The Loan Servicer may change one or more times during the term of the Note. The Loan Servicer may or may not be the holder of the Note. The Loan Servicer has the right and authority to: (a) collect Periodic Payments and any other amounts due under the Note and this Security Instrument; (b) perform any other mortgage loan servicing obligations; and (c) exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made, and any other information RESPA requires in connection with a notice of transfer of servicing.

23. Notice of Grievance. Until Borrower or Lender has notified the other party (in accordance with Section 16) of an alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action, neither Borrower nor Lender may commence, join, or be joined to any judicial action (either as an individual litigant or a member of a class) that (a) arises from the other party's actions pursuant to this Security Instrument or the Note, or (b) alleges that the other party has breached any provision of this Security Instrument or the Note. If Applicable Law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 23. The notice of Default given to Borrower pursuant to Section 26(a) and the notice of acceleration given to Borrower pursuant to Section 19 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 23.

24. Hazardous Substances.

(a) Definitions. As used in this Section 24: (i) "Environmental Law" means any Applicable Laws where the Property is located that relate to health, safety, or environmental protection; (ii) "Hazardous Substances" include (A) those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law, and (B) the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, corrosive materials or agents, and radioactive materials; (iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (iv) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

(b) Restrictions on Use of Hazardous Substances. Borrower will 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 will not do, nor allow anyone else to do, anything affecting the Property that: (i) violates Environmental Law; (ii) creates an Environmental Condition; or (iii) due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects or could adversely affect the value of the Property. The preceding two sentences will 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).

(c) Notices; Remedial Actions. Borrower will promptly give Lender written notice of: (i) 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; (ii) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (iii) any condition caused by the presence, use, or release of a Hazardous Substance that 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 will promptly take all necessary remedial actions in accordance with Environmental Law. Nothing in this Security Instrument will create any obligation on Lender for an Environmental Cleanup.

25. Electronic Note Signed with Borrower's Electronic Signature. If the Note evidencing the debt for this Loan is electronic, Borrower acknowledges and represents to Lender that Borrower: (a) expressly consented and intended to sign the electronic Note using an Electronic Signature adopted by Borrower ("Borrower's Electronic Signature") instead of signing a paper Note with Borrower's written pen and ink signature; (b) did not withdraw Borrower's express consent to sign the electronic Note using Borrower's Electronic Signature; (c) understood that by signing the electronic Note using Borrower's Electronic Signature, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms; and (d) signed the electronic Note with Borrower's Electronic Signature with the intent and understanding that by doing so, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms.

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

26. Acceleration; Remedies.

(a) Notice of Default. Lender will give a notice of Default to Borrower prior to acceleration following Borrower's Default, except that such notice of Default will not be sent when Lender exercises its right under Section 19 unless Applicable Law provides otherwise. The notice will specify, in addition to any other information required by Applicable Law: (i) the Default; (ii) the action required to cure the Default; (iii) a date, not less than 30 days (or as otherwise specified by Applicable Law) from the date the notice is given to Borrower, by which the Default must be cured; (iv) 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; (v) Borrower's right to reinstate after acceleration; and (vi) Borrower's right to bring a court action to deny the existence of a Default or to assert any other defense of Borrower to acceleration and sale.

(b) Acceleration; Power of Sale; Expenses. If the Default is not cured on or before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 26, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

(c) Notice of Sale; Sale of Property. If Lender invokes the power of sale, Lender will 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 will cause this notice to be recorded in each county in which any part of the Property is located.

Lender or Trustee will mail copies of the notice as prescribed by Applicable Law to Borrower and to the other required recipients. Trustee will give public notice of sale to the persons and in the manner prescribed by Applicable Law. At a time permitted by, and in accordance with Applicable Law, Trustee, without further demand on Borrower, will 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. Unless prohibited by Applicable Law, 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.

(d) Trustee's Deed; Proceeds of Sale. Trustee will deliver to the purchaser a Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed will be prima facie or conclusive evidence of the truth of the statements made in that deed, in accordance with Section 2924(c) of the Civil Code of California. Trustee will apply the proceeds of the sale in the following order: (i) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (ii) to all sums secured by this Security Instrument; and (iii) any excess to the person or persons legally entitled to it.

27. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender will request Trustee to reconvey the Property and will surrender this Security Instrument and all Notes evidencing the debt secured by this Security Instrument to Trustee. Upon such request, Trustee will reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

28. Substitute Trustee. Lender may, from time to time appoint a successor trustee to any Trustee appointed under this Security Instrument 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 will contain the name of the original Lender, Trustee, and Borrower, the instrument number or 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 will succeed to all the rights, title, power, and duties conferred upon Trustee in this Security Instrument and by Applicable Law. This procedure for substitution of trustee will govern to the exclusion of all other provisions for substitution.

29. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

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

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to Borrower's Notice Address.

L.K.S. ELECTRICT INC., A CALIFORNIA CORPORATION

By: ________________ (Seal)
MARIO GEOVANI TECUM-GARCIA, PRESIDENT -Borrower

____
Witness

____
Witness

TRUE COPY CERTIFICATION

(GOVERNMENT CODE 27361.7)

San Bernardino, CA
PLACE OF EXECUTION

I CERTIFY UNDER PENALTY OF PERJURY THAT THIS MATERIAL IS A TRUE COPY OF THE ORIGINAL MATERIAL CONTAINED IN THIS DOCUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT

L.K.S. ELECTRICT INC., A CALIFORNIA CORPORATION

BY :
MARIO GEOVANI TECUM-GARCIA, PRESIDENT

August 25, 2025
DATE

SIGNATURE OF DECLARANT

BLAKE URADOMO
TYPE OR PRINT NAME
SOCAL TITLE COMPANY

[Space Below This Line For 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 LOS ANGELES)

On August 21, 2025 before me Montserrat Guerrero - notary Public
Date Here Insert Name and Title of the Notarizing Officer

personally appeared MARIO GEOVANI TECUM-GARCIA

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

MONTSERRAT GUERRERO
Notary Public - California
Los Angeles County
Commission # 2461277
My Comm. Expires Sep 24, 2027

Notary Seal

Signature of Notary Public

ILLEGIBLE NOTARY SEAL DECLARATION

GOVERNMENT CODE 27361.7

I CERTIFY UNDER PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED, READS AS FOLLOWS:

NAME OF NOTARY: MONTSERRAT GUERRERO

DATE COMMISION EXPIRES: SEP 24. 2027

NOTARY IDENTIFICATION NUMBER: 2461277
(FOR NOTARIES COMMISIONED AFTER 01/01/1992)

MANUFACTURER / VENDOR IDENTIFICATION NUMBER: NNA1
(FOR NOTARIES COMMISIONED AFTER 01/01/1992)

COUNTY OF COMMISION: LOS ANGELES

PLACE OF EXECUTION OF THIS DECLARATION: SAN BERNARDINO

TODAYS DATE: 08-25-2025

Blake Uradomo
SIGNATURE

BLAKE URADOMO
SO CAL TITLE COMPANY

Loan Number:

1-4 FAMILY RIDER

THIS 1-4 FAMILY RIDER is made this 20th day of August, 2025 and is incorporated into and amends and supplements the Mortgage, Mortgage Deed, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to ALLSTATE LENDING GROUP, INC, A CALIFORNIA CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

4429 & 4431 TRIGGS STREET, LOS ANGELES, CALIFORNIA 90040

[Property Address]

1-4 FAMILY COVENANTS. In addition to the representations, warranties, covenants, and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or later attached to the Property, to the extent they are fixtures, are added to the Property description, and will also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or later located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling, and attached floor coverings, all of which, including replacements and additions, will be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower will not seek, agree to, or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower will comply with all laws, ordinances, regulations, and requirements of any governmental body applicable to the Property.

C. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

D. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower will assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender will have the right to modify, extend, or terminate the existing leases and to execute new leases, in Lender's sole

discretion. As used in this paragraph D the word "lease" will mean "sublease" if the Security Instrument is on a leasehold.

E. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement related to the Property in which Lender has an interest will be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

L.K.S. ELECTRICT INC., A CALIFORNIA CORPORATION

By: _______________ (Seal)
MARIO GEOVANI -Borrower
TECUM-GARCIA, PRESIDENT

TRUE COPY CERTIFICATION

(GOVERNMENT CODE 27361.7)

San Bernardino, CA
PLACE OF EXECUTION

I CERTIFY UNDER PENALTY OF PERJURY THAT THIS MATERIAL IS A TRUE COPY OF THE ORIGINAL MATERIAL CONTAINED IN THIS DOCUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT

L.K.S. ELECTRICT INC., A CALIFORNIA CORPORATION

BY :
MARIO GEOVANI TECUM-GARCIA, PRESIDENT

August 25, 2025
DATE

SIGNATURE OF DECLARANT

BLAKE URADOMO
TYPE OR PRINT NAME
SOCAL TITLE COMPANY

[Space Above This Line For Recording Data]

Loan Number:

BALLOON RIDER

THIS BALLOON RIDER is made this 20th day of August 2025, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note (the "Note") to ALLSTATE LENDING GROUP, INC, A CALIFORNIA CORPORATION
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4429 & 4431 TRIGGS STREET, LOS ANGELES, CALIFORNIA 90040

[Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

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

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

L.K.S. ELECTRIC INC., A CALIFORNIA CORPORATION

By: _______________ (Seal)
MARIO GEOVANI -Borrower
TECUM-GARCIA, PRESIDENT

TRUE COPY CERTIFICATION

(GOVERNMENT CODE 27361.7)

San Bernardino, CA
PLACE OF EXECUTION

I CERTIFY UNDER PENALTY OF PERJURY THAT THIS MATERIAL IS A TRUE COPY OF THE ORIGINAL MATERIAL CONTAINED IN THIS DOCUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT

L.K.S. ELECTRICT INC., A CALIFORNIA CORPORATION

BY :
MARIO GEOVANI TECUM-GARCIA, PRESIDENT

August 25, 2025
DATE

Blake Uradomo
SIGNATURE OF DECLARANT

BLAKE URADOMO
TYPE OR PRINT NAME
SOCAL TITLE COMPANY

This page is part of your document - DO NOT DISCARD

20250577797

Pages:
0004

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

08/26/25 AT 08:00AM

FEES:	28.00
TAXES:	0.00
OTHER:	0.00
PAID:	28.00

SEQ:
04

SECURE - 8:00AM

THIS FORM IS NOT TO BE DUPLICATED

Recording requested by
SoCal TITLE COMPANY

Recording Requested By:
ALLSTATE LENDING GROUP, INC

And After Recording Return To:
ALLSTATE LENDING GROUP,
INC
2540 CORPORATE PLACE STE B108
MONTEREY PARK, CALIFORNIA 91754

APN 5241-017-005

[Space Above This Line For Recording Data]

ASSIGNMENT OF DEED OF TRUST

Loan Number:

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to

ARON ABECASSIS, TRUSTEE OF THE ARON ABECASSIS REVOCABLE TRUST DATED APRIL 14, 2004, AS TO AN UNDIVIDED 50.69% INTEREST AND JOEL ABECASSIS, A SINGLE MAN, AS TO AN UNDIVIDED 9.87% INTEREST AND ALISA ABECASSIS, TRUSTEE OF THE ALISA ABECASSIS REVOCABLE TRUST DATED APRIL 14TH, 2004, AS TO AN UNDIVIDED 19.72% INTEREST AND JORDAN ROSEN, TRUSTEE OF THE RUBY RED JR REVOCABLE TRUST DATED FEBRUARY 20, 2025, AS TO AN UNDIVIDED 19.72% INTEREST

Exempt From Fee GC27388.1(A)(1)
fee cap of $225.00 reached

all beneficial interest under that certain Deed of Trust dated August 20, 2025
executed by L.K.S. ELECTRICT INC., A CALIFORNIA CORPORATION, 5215 SOUTHALL LANE, BELL, CALIFORNIA 90201

, Trustor,

to ALLSTATE LENDING GROUP SERVICING LLC
2540 CORPORATE PLACE, SUITE B108, MONTEREY PARK, CALIFORNIA 91754

, Trustee,

and recorded either:

☑ concurrently herewith; or

☐ on , as Instrument No. in book , page , in the Official Records in the County Recorder's office of LOS ANGELES County, CALIFORNIA , describing land therein as:

LOT 17 IN BLOCK 11 OF TRACT NO. 4301, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 50 PAGE(S) 98 AND 99 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
A.P.N.: 5241-017-005

Exhibit "7"

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust. The original principal amount due under this note(s) is $ 507,000.00 .

ALLSTATE LENDING GROUP, INC, A
CALIFORNIA CORPORATION

By: ______________________ (Seal)

MICHAEL G. SCANNELL, CEO

[Space Below This Line For Acknowledgments]

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 LOS ANGELES)

On 8-21-25 before me, CRYSTAL REJON, NOTARY PUBLIC

personally appeared MICHAEL G. SCANNELL

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

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

WITNESS my hand and official seal.

CRYSTAL REJON
Notary Public - California
San Bernardino County
Commission # 2521233
My Comm. Expires Jun 20, 2029

NOTARY SEAL

NOTARY SIGNATURE

Crystal Rejon
(Typed Name of Notary)

Exhibit "7"

ILLEGIBLE NOTARY SEAL DECLARATION

GOVERNMENT CODE 27361.7

I CERTIFY UNDER PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED, READS AS FOLLOWS:

NAME OF NOTARY: CRYSTAL REJON

DATE COMMISION EXPIRES: JUN 20. 2029

NOTARY IDENTIFICATION NUMBER: 2521233
(FOR NOTARIES COMMISIONED AFTER 01/01/1992)

MANUFACTURER / VENDOR IDENTIFICATION NUMBER: NNA1
(FOR NOTARIES COMMISIONED AFTER 01/01/1992)

COUNTY OF COMMISION: SAN BERNARDINO

PLACE OF EXECUTION OF THIS DECLARATION: **SAN BERNARDINO**

TODAYS DATE: 08-25-2025

Blake Uradomo

SIGNATURE

BLAKE URADOMO
SO CAL TITLE COMPANY

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20250661425

Pages: 0026

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

09/25/25 AT 08:00AM

FEES:	123.00
TAXES:	0.00
OTHER:	0.00
SB2:	150.00
PAID:	273.00

SEQ:
01

SECURE - 8:00AM

THIS FORM IS NOT TO BE DUPLICATED

Exhibit "8"

Recording Requested By:
California Best Title

Recording Requested By:
ALLSTATE LENDING GROUP, INC

And After Recording Return To:
ALLSTATE LENDING GROUP,
INC
2540 CORPORATE PLACE STE B108
MONTEREY PARK, CALIFORNIA 91754

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 3, 4, 10, 11, 12, 16, 19, 24, and 25. Certain rules regarding the usage of words used in this document are also provided in Section 17.

Parties

(A) "Borrower" is MIGUEL QUINTERO JR AND VIRGINIA R. QUINTERO, HUSBAND AND WIFE AS JOINT TENANTS

currently residing at 636 SOUTH BONNIE BEACH PLACE, LOS ANGELES, CALIFORNIA 90063

Borrower is the trustor under this Security Instrument.
(B) "Lender" is ALLSTATE LENDING GROUP, INC

Lender is a CALIFORNIA CORPORATION organized and existing under the laws of

CALIFORNIA . Lender's address is 2540 CORPORATE PLACE STE B108, MONTEREY PARK, CALIFORNIA 91754 .
Lender is the beneficiary under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.
(C) "Trustee" is ALLSTATE LENDING GROUP SERVICING LLC .

Trustee's address is 2540 CORPORATE PLACE, SUITE B108, MONTEREY PARK, CALIFORNIA 91754 .
The term "Trustee" includes any substitute/successor Trustee.

Documents

(D) "Note" means the promissory note dated September 18, 2025 , and signed by each Borrower who is legally obligated for the debt under that promissory note, that is in either (i) paper form, using Borrower's written pen and ink signature, or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender THREE HUNDRED EIGHTY THOUSAND AND 00/100 Dollars (U.S. $ 380,000.00) plus interest. Each Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than December 1, 2026 .
(E) "Riders" means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider
☒ 1-4 Family Rider	☐ Planned Unit Development Rider
☐ Second Home Rider	☒ Other(s) [specify]: Balloon Rider

(F) "Security Instrument" means this document, which is dated September 18, 2025 , together with all Riders to this document.

Additional Definitions

(G) "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.
(H) "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.
(I) "Default" means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender

Exhibit "8"

provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide Lender with material information in connection with the Loan, as described in Section 8; or (iv) any action or proceeding described in Section 12(e).

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

(K) "Electronic Signature" means an "Electronic Signature" as defined in the UETA or E-SIGN, as applicable.

(L) "E-SIGN" means the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 *et seq.*), as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

(M) "Escrow Items" means: (i) taxes and assessments and other items that can attain priority over this Security Instrument as a lien or encumbrance on the Property; (ii) leasehold payments or ground rents on the Property, if any; (iii) premiums for any and all insurance required by Lender under Section 5; (iv) 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 11; and (v) Community Association Dues, Fees, and Assessments if Lender requires that they be escrowed beginning at Loan closing or at any time during the Loan term.

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

(O) "Loan Servicer" means the entity that has the contractual right to receive Borrower's Periodic Payments and any other payments made by Borrower, and administers the Loan on behalf of Lender. Loan Servicer does not include a sub-servicer, which is an entity that may service the Loan on behalf of the Loan Servicer.

(P) "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.

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

(R) "Partial Payment" means any payment by Borrower, other than a voluntary prepayment permitted under the Note, which is less than a full outstanding Periodic Payment.

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

(T) "Property" means the property described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY."

(U) "Rents" means all amounts received by or due Borrower in connection with the lease, use, and/or occupancy of the Property by a party other than Borrower.

(V) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 *et seq.*) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter. When used in this Security Instrument, "RESPA" refers to all requirements and restrictions that would apply to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(W) "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.

(X) "UETA" means the Uniform Electronic Transactions Act, as enacted by the jurisdiction in which the Property is located, as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions, and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of LOS ANGELES :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N.: 5241-029-036

which currently has the address of 1414 SOUTH EASTERN AVENUE
[Street]
COMMERCE , California 90040 ("Property Address");
[City] [Zip Code]

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, Rents, issues and profits thereof, royalties, mineral rights, oil or gas rights or profits, water rights, miscellaneous proceeds, insurance proceeds, and fixtures now or subsequently a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to grant and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific California state requirements 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 will pay each Periodic Payment when due. Borrower will also pay any prepayment charges and late charges due under the Note, and any other amounts due under this Security Instrument. Payments due under the Note and this Security Instrument must be made in U.S. currency. 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 U.S. federal agency, instrumentality, or entity; or (d) Electronic Fund 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 16. Lender may accept or return any Partial Payments in its sole discretion pursuant to Section 2.

Any offset or claim that Borrower may have now or in the future against Lender will not relieve Borrower from making the full amount of all payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Acceptance and Application of Payments or Proceeds.

(a) Acceptance and Application of Partial Payments. Lender may accept and either apply or hold in suspense Partial Payments in its sole discretion in accordance with this Section 2. Lender is not obligated to accept any Partial Payments or to apply any Partial Payments at the time such payments are accepted, and also is not obligated to pay interest on such unapplied funds. Lender may hold such unapplied funds until Borrower makes payment sufficient to cover a full Periodic Payment, at which time the amount of the full Periodic Payment will be applied to the Loan. If Borrower does not make such a payment within a reasonable period of time, Lender will either apply such funds in accordance with this Section 2 or return them to Borrower. If not applied earlier, Partial Payments will be credited against the total amount due under the Loan in calculating the amount due in connection with any foreclosure proceeding, payoff request, loan modification, or reinstatement. Lender may accept any payment insufficient to bring the Loan current without waiver of any rights under this Security Instrument or prejudice to its rights to refuse such payments in the future.

(b) Order of Application of Partial Payments and Periodic Payments. Except as otherwise described in this Section 2, if Lender applies a payment, such payment will be applied to each Periodic Payment in the order in which it became due, beginning with the oldest outstanding Periodic Payment, as follows: first to interest and then to principal due under the Note, and finally to Escrow Items. If all outstanding Periodic Payments then due are paid in full, any payment amounts remaining may be applied to late charges and to any amounts then due under this Security Instrument. If all sums then due under the Note and this Security Instrument are paid in full, any remaining payment amount may be applied, in Lender's sole discretion, to a future Periodic Payment or to reduce the principal balance of the Note.

If Lender receives a payment from Borrower in the amount of one or more Periodic Payments and the amount of any late charge due for a delinquent Periodic Payment, the payment may be applied to the delinquent payment and the late charge.

When applying payments, Lender will apply such payments in accordance with Applicable Law.

(c) Voluntary Prepayments. Voluntary prepayments will be applied as described in the Note.

(d) No Change to Payment Schedule. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items.

(a) Escrow Requirement; Escrow Items. Borrower must pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum of money to provide for payment of amounts due for all Escrow Items (the "Funds"). The amount of the Funds required to be paid each month may change during the term of the Loan. Borrower must promptly furnish to Lender all notices or invoices of amounts to be paid under this Section 3.

(b) Payment of Funds; Waiver. Borrower must pay Lender the Funds for Escrow Items unless Lender waives this obligation in writing, or unless prohibited by Applicable Law. Lender may waive this obligation for any Escrow Item at any time. In the event of such waiver or prohibition, Borrower must pay directly, when and where payable,

the amounts due for any Escrow Items and Lender may require Borrower to provide proof of direct payment of those items within such time period as Lender may require. Borrower's obligation to make such timely payments and to provide proof of payment is deemed to be a covenant and agreement of Borrower under this Security Instrument. If Borrower is obligated to pay Escrow Items directly, and Borrower fails to pay timely the amount due for an Escrow Item, Lender may exercise its rights under Section 9 to pay such amount and Borrower will be obligated to repay to Lender any such amount in accordance with Section 9.

Unless prohibited by Applicable Law, Lender may withdraw the waiver as to any or all Escrow Items at any time by giving a notice in accordance with Section 16; upon such withdrawal, Borrower must pay to Lender all Funds for such Escrow Items, and in such amounts, that are then required under this Section 3.

(c) Amount of Funds; Application of Funds. Lender may, at any time, collect and hold Funds in an amount up to, but not in excess of, the maximum amount a lender can require under RESPA. Lender will estimate the amount of Funds due in accordance with Applicable Law.

The Funds will be held in an institution whose deposits are insured by a U.S. 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 will apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender may not charge Borrower for: (i) holding and applying the Funds; (ii) annually analyzing the escrow account; or (iii) verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on the Funds, Lender will not be required to pay Borrower any interest or earnings on the Funds. Lender will give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

(d) Surplus; Shortage and Deficiency of Funds. In accordance with RESPA, if there is a surplus of Funds held in escrow, Lender will account to Borrower for such surplus. If Borrower's Periodic Payment is delinquent by more than 30 days, Lender may retain the surplus in the escrow account for the payment of the Escrow Items. If there is a shortage or deficiency of Funds held in escrow, Lender will notify Borrower and Borrower will pay to Lender the amount necessary to make up the shortage or deficiency in accordance with RESPA.

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

4. Charges; Liens. Borrower must pay (a) all taxes, assessments, charges, fines, and impositions attributable to the Property which have priority or may attain priority over this Security Instrument, (b) leasehold payments or ground rents on the Property, if any, and (c) Community Association Dues, Fees, and Assessments, if any. If any of these items are Escrow Items, Borrower will pay them in the manner provided in Section 3.

Borrower must promptly discharge any lien that has priority or may attain priority over this Security Instrument unless Borrower: (aa) 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 under such agreement; (bb) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which Lender determines, in its sole discretion, operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (cc) secures from the holder of the lien an agreement satisfactory to Lender that subordinates the lien to this Security Instrument (collectively, the "Required Actions"). If Lender determines that any part of the Property is subject to a lien that has priority or may attain priority over this Security Instrument and Borrower has not taken any of the Required Actions in regard to such lien, Lender may give Borrower a notice identifying the lien. Within 10 days after the date on which that notice is given, Borrower must satisfy the lien or take one or more of the Required Actions.

5. Property Insurance.

(a) Insurance Requirement; Coverages. Borrower must keep the improvements now existing or subsequently 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, winds, and floods, for which Lender requires insurance. Borrower must maintain the types of insurance Lender requires in the amounts (including deductible levels) and for

Exhibit "8"

the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan, and may exceed any minimum coverage required by Applicable Law. Borrower may choose the insurance carrier providing the insurance, subject to Lender's right to disapprove Borrower's choice, which right will not be exercised unreasonably.

(b) Failure to Maintain Insurance. If Lender has a reasonable basis to believe that Borrower has failed to maintain any of the required insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and at Borrower's expense. Unless required by Applicable Law, Lender is under no obligation to advance premiums for, or to seek to reinstate, any prior lapsed coverage obtained by Borrower. Lender is under no obligation to purchase any particular type or amount of coverage and may select the provider of such insurance in its sole discretion. Before purchasing such coverage, Lender will notify Borrower if required to do so under Applicable Law. Any such coverage will insure Lender, but 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, but not exceeding the coverage required under Section 5(a). Borrower acknowledges that the cost of the insurance coverage so obtained may significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender for costs associated with reinstating Borrower's insurance policy or with placing new insurance under this Section 5 will become additional debt of Borrower secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(c) Insurance Policies. All insurance policies required by Lender and renewals of such policies: (i) will be subject to Lender's right to disapprove such policies; (ii) must include a standard mortgage clause; and (iii) must name Lender as mortgagee and/or as an additional loss payee, and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender will have the right to hold the policies and renewal certificates. If Lender requires, Borrower will promptly give to Lender proof 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 must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee, and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

(d) Proof of Loss; Application of Proceeds. In the event of loss, Borrower must give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Any insurance proceeds, whether or not the underlying insurance was required by Lender, will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and determines that Lender's security will not be lessened by such restoration or repair.

If the Property is to be repaired or restored, Lender will disburse from the insurance proceeds any initial amounts that are necessary to begin the repair or restoration, subject to any restrictions applicable to Lender. During the subsequent repair and restoration period, Lender will 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 (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Lender will not be required to pay Borrower any interest or earnings on such insurance proceeds unless Lender and Borrower agree in writing or Applicable Law requires otherwise. Fees for public adjusters, or other third parties, retained by Borrower will not be paid out of the insurance proceeds and will be the sole obligation of Borrower.

If, in accordance with Applicable Law, Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the insurance proceeds will be applied to the

Exhibit "8"

sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(e) Insurance Settlements; Assignment of Proceeds. 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 26 or otherwise, Borrower is unconditionally assigning to Lender (i) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note and this Security Instrument, and (ii) 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, to the extent that such rights are applicable to the coverage of the Property. If Lender files, negotiates, or settles a claim, Borrower agrees that any insurance proceeds may be made payable directly to Lender without the need to include Borrower as an additional loss payee. Lender may use the insurance proceeds either to repair or restore the Property (as provided in Section 5(d)) or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due, in accordance with Applicable Law.

6. Occupancy. Borrower must occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and must 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 will not be unreasonably withheld, or unless extenuating circumstances exist that are beyond Borrower's control.

7. Preservation, Maintenance, and Protection of the Property; Inspections. Borrower will 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 must maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless Lender determines pursuant to Section 5 that repair or restoration is not economically feasible, Borrower will promptly repair the Property if damaged to avoid further deterioration or damage.

If insurance or condemnation proceeds are paid to Lender in connection with damage to, or the taking of, the Property, Borrower will 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower remains obligated to complete such repair or restoration.

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

8. Borrower's Loan Application. Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction 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, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.

(a) Protection of Lender's Interest. If: (i) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (ii) there is a legal proceeding or government order 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 that has priority or may attain priority over this Security

Instrument, or to enforce laws or regulations); or (iii) Lender reasonably believes that 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/or 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 may include, but are not limited to: (I) paying any sums secured by a lien that has priority or may attain priority over this Security Instrument; (II) appearing in court; and (III) paying: (A) reasonable attorneys' fees and costs; (B) property inspection and valuation fees; and (C) other fees incurred for the purpose of protecting Lender's 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, exterior and interior inspections of the Property, entering the Property to make repairs, changing locks, replacing or boarding up doors and windows, draining water from pipes, eliminating building or other code violations or dangerous conditions, and having utilities turned on or off. Although Lender may take action under this Section 9, Lender is not required to do so and is not under any duty or obligation to do so. Lender will not be liable for not taking any or all actions authorized under this Section 9.

(b) Avoiding Foreclosure; Mitigating Losses. If Borrower is in Default, Lender may work with Borrower to avoid foreclosure and/or mitigate Lender's potential losses, but is not obligated to do so unless required by Applicable Law. Lender may take reasonable actions to evaluate Borrower for available alternatives to foreclosure, including, but not limited to, obtaining credit reports, title reports, title insurance, property valuations, subordination agreements, and third-party approvals. Borrower authorizes and consents to these actions. Any costs associated with such loss mitigation activities may be paid by Lender and recovered from Borrower as described below in Section 9(c), unless prohibited by Applicable Law.

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

(d) Leasehold Terms. If this Security Instrument is on a leasehold, Borrower will comply with all the provisions of the lease. Borrower will not surrender the leasehold estate and interests conveyed, or terminate or cancel the ground lease. Borrower will not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title will not merge unless Lender agrees to the merger in writing.

10. Assignment of Rents.

(a) Assignment of Rents. If the Property is leased to, used by, or occupied by a third party ("Tenant"), Borrower is unconditionally assigning and transferring to Lender any Rents, regardless of to whom the Rents are payable. This assignment of Rents constitutes a perfected, absolute and present assignment. Lender grants to Borrower a license to collect, but not prior to accrual, and retain the Rents; however, upon the occurrence and during the continuance of an event of Default, Borrower's license to collect and retain the Rents will immediately terminate. Under this license, Borrower will receive the Rents until (i) Lender has given Borrower notice of Default pursuant to Section 26, and (ii) Lender has given notice to the Tenant that the Rents are to be paid to Lender. This Section 10 constitutes an absolute assignment and not an assignment for additional security only.

(b) Notice of Default. If Lender gives notice of Default to Borrower, all of the following will apply, unless prohibited by Applicable Law: (i) all Rents received by Borrower must be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender will be entitled to collect and receive all of the Rents; (iii) Borrower agrees to instruct each Tenant that Tenant is to pay all Rents due and unpaid to Lender upon Lender's written demand to the Tenant; (iv) Borrower will ensure that each Tenant pays all Rents due to Lender and will take whatever action is necessary to collect such Rents if not paid to Lender; (v) unless Applicable Law provides otherwise, all Rents collected by Lender will be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, reasonable attorneys' fees and costs, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes,

assessments, and other charges on the Property, and then to any other sums secured by this Security Instrument; (vi) Lender, or any judicially appointed receiver, will be liable to account for only those Rents actually received; and (vii) Lender will be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

(c) Funds Paid by Lender. If the Rents are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds paid by Lender for such purposes will become indebtedness of Borrower to Lender secured by this Security Instrument pursuant to Section 9.

(d) Limitation on Collection of Rents. Borrower may not collect any of the Rents more than one month in advance of the time when the Rents become due, except for security or similar deposits.

(e) No Other Assignment of Rents. Borrower represents, warrants, covenants, and agrees that Borrower has not signed any prior assignment of the Rents, will not make any further assignment of the Rents, and has not performed, and will not perform, any act that could prevent Lender from exercising its rights under this Security Instrument.

(f) Control and Maintenance of the Property. Unless required by Applicable Law, Lender, or a receiver appointed under Applicable Law, is not obligated to enter upon, take control of, or maintain the Property before or after giving notice of Default to Borrower. However, Lender, or a receiver appointed under Applicable Law, may do so at any time when Borrower is in Default, subject to Applicable Law.

(g) Additional Provisions. Any application of the Rents will not cure or waive any Default or invalidate any other right or remedy of Lender. This Section 10 does not relieve Borrower of Borrower's obligations under Section 6.

This Section 10 will terminate when all the sums secured by this Security Instrument are paid in full.

11. Mortgage Insurance.

(a) Payment of Premiums; Substitution of Policy; Loss Reserve; Protection of Lender. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower will pay the premiums required to maintain the Mortgage Insurance in effect. If Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, and (i) the Mortgage Insurance coverage required by Lender ceases for any reason to be available from the mortgage insurer that previously provided such insurance, or (ii) Lender determines in its sole discretion that such mortgage insurer is no longer eligible to provide the Mortgage Insurance coverage required by Lender, Borrower will 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 will 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 will be non-refundable, even when the Loan is paid in full, and Lender will not be required to pay Borrower any interest or earnings on such loss reserve, unless required by Applicable Law.

Lender will 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 will 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 11 affects Borrower's obligation to pay interest at the Note rate.

(b) Mortgage Insurance Agreements. Mortgage Insurance reimburses Lender for certain losses Lender may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy or coverage.

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 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, 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. Any such agreements will not: (i) affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan; (ii) increase the amount Borrower will owe for Mortgage Insurance; (iii) entitle Borrower to any refund; or (iv) affect the rights Borrower has, if any, with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 (12 U.S.C. § 4901 *et seq.*), as it may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter ("HPA"). These rights under the HPA may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

12. Assignment and Application of Miscellaneous Proceeds; Forfeiture.

(a) Assignment of Miscellaneous Proceeds. Borrower is unconditionally assigning the right to receive all Miscellaneous Proceeds to Lender and agrees that such amounts will be paid to Lender.

(b) Application of Miscellaneous Proceeds upon Damage to Property. If the Property is damaged, any Miscellaneous Proceeds will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and Lender's security will not be lessened by such restoration or repair. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, unless prohibited by Applicable Law, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(c) Application of Miscellaneous Proceeds upon Condemnation, Destruction, or Loss in Value of the Property. In the event of a total taking, destruction, or loss in value of the Property, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, unless prohibited by Applicable Law, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property (each, a "Partial Devaluation") where the fair market value of the Property immediately before the Partial Devaluation is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the Partial Devaluation, a percentage of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, unless prohibited by Applicable Law, or unless Borrower and Lender otherwise agree in writing. The amount of the Miscellaneous

Exhibit "8"

Proceeds that will be so applied is determined by multiplying the total amount of the Miscellaneous Proceeds by a percentage calculated by taking (i) the total amount of the sums secured immediately before the Partial Devaluation, and dividing it by (ii) the fair market value of the Property immediately before the Partial Devaluation. Any balance of the Miscellaneous Proceeds will be paid to Borrower.

In the event of a Partial Devaluation where the fair market value of the Property immediately before the Partial Devaluation is less than the amount of the sums secured immediately before the Partial Devaluation, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not the sums are then due, unless Borrower and Lender otherwise agree in writing.

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

(e) Proceeding Affecting Lender's Interest in the Property. Borrower will be in Default if any action or proceeding begins, whether civil or criminal, 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, unless prohibited by Applicable Law. Borrower can cure such a Default and, if acceleration has occurred, reinstate as provided in Section 20, 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. Borrower is unconditionally assigning to Lender the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property, which proceeds will be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order that Partial Payments are applied in Section 2(b).

13. Borrower Not Released; Forbearance by Lender Not a Waiver. Borrower or any Successor in Interest of Borrower will not be released from liability under this Security Instrument if Lender extends the time for payment or modifies the amortization of the sums secured by this Security Instrument. Lender will 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, will not be a waiver of, or preclude the exercise of, any right or remedy by Lender.

14. Joint and Several Liability; Signatories; Successors and Assigns Bound. Borrower's obligations and liability under this Security Instrument will be joint and several. However, any Borrower who signs this Security Instrument but does not sign the Note: (a) signs this Security Instrument to mortgage, grant, and convey such Borrower's interest in the Property under the terms of this Security Instrument; (b) signs this Security Instrument to waive any applicable inchoate rights and any available homestead exemptions, unless prohibited by Applicable Law; (c) signs this Security Instrument to assign any Miscellaneous Proceeds, Rents, or other earnings from the Property to Lender; (d) is not personally obligated to pay the sums due under the Note or this Security Instrument; and (e) agrees that Lender and any other Borrower can agree to extend, modify, forbear, or make any accommodations with regard to the terms of the Note or this Security Instrument without such Borrower's consent and without affecting such Borrower's obligations under this Security Instrument.

Subject to the provisions of Section 19, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, will obtain all of Borrower's rights, obligations, and benefits under this Security Instrument. Borrower will not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing.

Exhibit "8"

15. Loan Charges.

(a) Tax and Flood Determination Fees. Lender may require Borrower to pay (i) a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan, and (ii) 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 that reasonably might affect such determination or certification. Borrower will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency, or any successor agency, at any time during the Loan term, in connection with any flood zone determinations.

(b) Default Charges. If permitted under Applicable Law, Lender may charge Borrower fees for services performed in connection with Borrower's Default to protect Lender's interest in the Property and rights under this Security Instrument, including: (i) reasonable attorneys' fees and costs; (ii) property inspection, valuation, mediation, and loss mitigation fees; and (iii) other related fees.

(c) Permissibility of Fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower should 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.

(d) Savings Clause. If Applicable Law 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 (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) 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). To the extent permitted by Applicable Law, 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.

16. Notices; Borrower's Physical Address. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

(a) Notices to Borrower. Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when (i) mailed by first class mail, or (ii) actually delivered to Borrower's Notice Address (as defined in Section 16(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 16(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any notice to Borrower required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(b) Electronic Notice to Borrower. Unless another delivery method is required by Applicable Law, Lender may provide notice to Borrower by e-mail or other electronic communication ("Electronic Communication") if: (i) agreed to by Lender and Borrower in writing; (ii) Borrower has provided Lender with Borrower's e-mail or other electronic address ("Electronic Address"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non-Electronic Communication instead of by Electronic Communication; and (iv) Lender otherwise complies with Applicable Law. Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Borrower when sent unless Lender becomes aware that such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of such agreement.

(c) Borrower's Notice Address. The address to which Lender will send Borrower notice ("Notice Address") will be the Property Address unless Borrower has designated a different address by written notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an

Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.

(d) Notices to Lender. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address (including an Electronic Address) by notice to Borrower. Any notice in connection with this Security Instrument will be deemed to have been given to Lender only when actually received by Lender at Lender's designated address (which may include an Electronic Address). If any notice to Lender required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(e) Borrower's Physical Address. In addition to the designated Notice Address, Borrower will provide Lender with the address where Borrower physically resides, if different from the Property Address, and notify Lender whenever this address changes.

17. Governing Law; Severability; Rules of Construction. This Security Instrument is governed by federal law and the law of the State of California. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. If any provision of this Security Instrument or the Note conflicts with Applicable Law (i) such conflict will not affect other provisions of this Security Instrument or the Note that can be given effect without the conflicting provision, and (ii) such conflicting provision, to the extent possible, will be considered modified to comply with Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence should not be construed as a prohibition against agreement by contract. Any action required under this Security Instrument to be made in accordance with Applicable Law is to be made in accordance with the Applicable Law in effect at the time the action is undertaken.

As used in this Security Instrument: (a) words in the singular will mean and include the plural and vice versa; (b) the word "may" gives sole discretion without any obligation to take any action; (c) any reference to "Section" in this document refers to Sections contained in this Security Instrument unless otherwise noted; and (d) the headings and captions are inserted for convenience of reference and do not define, limit, or describe the scope or intent of this Security Instrument or any particular Section, paragraph, or provision.

18. Borrower's Copy. One Borrower will be given one copy of the Note and of this Security Instrument.

19. Transfer of the Property or a Beneficial Interest in Borrower. For purposes of this Section 19 only, "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 to a purchaser at a future date.

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, Lender will not exercise this option if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's Interest in the Property and/or rights under this Security Instrument.

20. Borrower's Right to Reinstate the Loan after Acceleration. If Borrower meets certain conditions, Borrower will have the right to reinstate the Loan and have enforcement of this Security Instrument discontinued at any time up to the later of (a) five days before any foreclosure sale of the Property, or (b) such other period as

Applicable Law might specify for the termination of Borrower's right to reinstate. This right to reinstate will not apply in the case of acceleration under Section 19.

To reinstate the Loan, Borrower must satisfy all of the following conditions: (aa) pay Lender all sums that then would be due under this Security Instrument and the Note as if no acceleration had occurred; (bb) cure any Default of any other covenants or agreements under this Security Instrument or the Note; (cc) pay all expenses incurred in enforcing this Security Instrument or the Note, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument or the Note; and (dd) take such action as Lender may reasonably require to assure that Lender's interest in the Property and/or rights under this Security Instrument or the Note, and Borrower's obligation to pay the sums secured by this Security Instrument or the Note, will continue unchanged.

Lender may require that Borrower pay such reinstatement sums and expenses in one or more ofthe following forms, as selected by Lender: (aaa) cash; (bbb) money order; (ccc) 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 U.S. federal agency, instrumentality, or entity; or (ddd) Electronic Fund Transfer. Upon Borrower's reinstatement of the Loan, this Security Instrument and obligations secured by this Security Instrument will remain fully effective as if no acceleration had occurred.

21. Sale of Note. The Note or a partial interest in the Note, together with this Security Instrument, may be sold or otherwise transferred one or more times. Upon such a sale or other transfer, all of Lender's rights and obligations under this Security Instrument will convey to Lender's successors and assigns.

22. Loan Servicer. Lender may take any action permitted under this Security Instrument through the Loan Servicer or another authorized representative, such as a sub-servicer. Borrower understands that the Loan Servicer or other authorized representative of Lender has the right and authority to take any such action.

The Loan Servicer may change one or more times during the term of the Note. The Loan Servicer may or may not be the holder of the Note. The Loan Servicer has the right and authority to: (a) collect Periodic Payments and any other amounts due under the Note and this Security Instrument; (b) perform any other mortgage loan servicing obligations; and (c) exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made, and any other information RESPA requires in connection with a notice of transfer of servicing.

23. Notice of Grievance. Until Borrower or Lender has notified the other party (in accordance with Section 16) of an alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action, neither Borrower nor Lender may commence, join, or be joined to any judicial action (either as an individual litigant or a member of a class) that (a) arises from the other party's actions pursuant to this Security Instrument or the Note, or (b) alleges that the other party has breached any provision of this Security Instrument or the Note. If Applicable Law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 23. The notice of Default given to Borrower pursuant to Section 26(a) and the notice of acceleration given to Borrower pursuant to Section 19 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 23.

24. Hazardous Substances.

(a) Definitions. As used in this Section 24: (i) "Environmental Law" means any Applicable Laws where the Property is located that relate to health, safety, or environmental protection; (ii) "Hazardous Substances" include (A) those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law, and (B) the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, corrosive materials or agents, and radioactive materials; (iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (iv) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

(b) Restrictions on Use of Hazardous Substances. Borrower will 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 will not do, nor allow anyone else to do, anything affecting the Property that: (i) violates Environmental Law; (ii) creates an Environmental Condition; or (iii) due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects or could adversely affect the value of the Property. The preceding two sentences will 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).

(c) Notices; Remedial Actions. Borrower will promptly give Lender written notice of: (i) 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; (ii) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (iii) any condition caused by the presence, use, or release of a Hazardous Substance that 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 will promptly take all necessary remedial actions in accordance with Environmental Law. Nothing in this Security Instrument will create any obligation on Lender for an Environmental Cleanup.

25. Electronic Note Signed with Borrower's Electronic Signature. If the Note evidencing the debt for this Loan is electronic, Borrower acknowledges and represents to Lender that Borrower: (a) expressly consented and intended to sign the electronic Note using an Electronic Signature adopted by Borrower ("Borrower's Electronic Signature") instead of signing a paper Note with Borrower's written pen and ink signature; (b) did not withdraw Borrower's express consent to sign the electronic Note using Borrower's Electronic Signature; (c) understood that by signing the electronic Note using Borrower's Electronic Signature, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms; and (d) signed the electronic Note with Borrower's Electronic Signature with the intent and understanding that by doing so, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms.

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

26. Acceleration; Remedies.

(a) Notice of Default. Lender will give a notice of Default to Borrower prior to acceleration following Borrower's Default, except that such notice of Default will not be sent when Lender exercises its right under Section 19 unless Applicable Law provides otherwise. The notice will specify, in addition to any other information required by Applicable Law: (i) the Default; (ii) the action required to cure the Default; (iii) a date, not less than 30 days (or as otherwise specified by Applicable Law) from the date the notice is given to Borrower, by which the Default must be cured; (iv) 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; (v) Borrower's right to reinstate after acceleration; and (vi) Borrower's right to bring a court action to deny the existence of a Default or to assert any other defense of Borrower to acceleration and sale.

(b) Acceleration; Power of Sale; Expenses. If the Default is not cured on or before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 26, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

(c) Notice of Sale; Sale of Property. If Lender invokes the power of sale, Lender will 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 will cause this notice to be recorded in each county in which any part of the Property is located.

Lender or Trustee will mail copies of the notice as prescribed by Applicable Law to Borrower and to the other required recipients. Trustee will give public notice of sale to the persons and in the manner prescribed by Applicable Law. At a time permitted by, and in accordance with Applicable Law, Trustee, without further demand on Borrower, will 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. Unless prohibited by Applicable Law, 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.

(d) Trustee's Deed; Proceeds of Sale. Trustee will deliver to the purchaser a Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed will be prima facie or conclusive evidence of the truth of the statements made in that deed, in accordance with Section 2924(c) of the Civil Code of California. Trustee will apply the proceeds of the sale in the following order: (i) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (ii) to all sums secured by this Security Instrument; and (iii) any excess to the person or persons legally entitled to it.

27. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender will request Trustee to reconvey the Property and will surrender this Security Instrument and all Notes evidencing the debt secured by this Security Instrument to Trustee. Upon such request, Trustee will reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

28. Substitute Trustee. Lender may, from time to time appoint a successor trustee to any Trustee appointed under this Security Instrument 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 will contain the name of the original Lender, Trustee, and Borrower, the instrument number or 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 will succeed to all the rights, title, power, and duties conferred upon Trustee in this Security Instrument and by Applicable Law. This procedure for substitution of trustee will govern to the exclusion of all other provisions for substitution.

29. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

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

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to Borrower's Notice Address.

_______________(Seal)
MIGUEL QUINTERO JR -Borrower

_______________(Seal)
VIRGINIA R. QUINTERO -Borrower
Virginia R. Quintero

____
Witness

____
Witness

Exhibit "8"

[Space Below This Line For 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 LOS ANGELES)

On September 20th 2025 before me, Diana Ilene Ledesma-Acosta (Notary Public)
Date — Here Insert Name and Title of the Notarizing Officer

personally appeared MIGUEL QUINTERO JR AND VIRGINIA R. QUINTERO

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

DIANA ILENE LEDESMA-ACOSTA
Notary Public - California
Los Angeles County
Commission # 2513632
My Comm. Expires Apr 1, 2029

Notary Seal

Signature of Notary Public

GOVERNMENT CODE 27361.7

I, CERTIFY UNDER PENALTY OF PERJURY THAT THE ILLEGIBLE PORTION OF THIS DOCUMENT, TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

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 LOS ANGELES

On SEPTEMBER 20TH, 2025 before me, DIANA ILENE LEDESMA-ACOSTA, a Notary Public personally appeared MIGUEL QUINTERO JR. AND VIRGINIA R. QUINTERO who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

NOTARY SEAL:
M. A. MAURY
NOTARY PUBLIC – CALIFORNIA
ORANGE COUNTY
COMMISSION #2459447
MY COMM. EXPIRES AUG 15, 2027
NRO1

PLACE OF EXECUTION: BREA, CA
DATE: September 24, 2025
SIGNATURE:

CALIFORNIA BEST TITLE

[Space Above This Line For Recording Data]

Loan Number:

BALLOON RIDER

THIS BALLOON RIDER is made this 18th day of September 2025 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note (the "Note") to ALLSTATE LENDING GROUP, INC, A CALIFORNIA CORPORATION
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1414 SOUTH EASTERN AVENUE, COMMERCE, CALIFORNIA 90040

[Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

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

discretion. As used in this paragraph D the word "lease" will mean "sublease" if the Security Instrument is on a leasehold.

E. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement related to the Property in which Lender has an interest will be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

_______________(Seal)
MIGUEL QUINTERO JR -Borrower

_______________(Seal)
VIRGINIA R. QUINTERO -Borrower

Loan Number:

1-4 FAMILY RIDER

THIS 1-4 FAMILY RIDER is made this 18th day of September, 2025 , and is incorporated into and amends and supplements the Mortgage, Mortgage Deed, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to ALLSTATE LENDING GROUP, INC, A CALIFORNIA CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1414 SOUTH EASTERN AVENUE, COMMERCE, CALIFORNIA 90040

[Property Address]

1-4 FAMILY COVENANTS. In addition to the representations, warranties, covenants, and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or later attached to the Property, to the extent they are fixtures, are added to the Property description, and will also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or later located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling, and attached floor coverings, all of which, including replacements and additions, will be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower will not seek, agree to, or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower will comply with all laws, ordinances, regulations, and requirements of any governmental body applicable to the Property.

C. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

D. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower will assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender will have the right to modify, extend, or terminate the existing leases and to execute new leases, in Lender's sole

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

______________(Seal)	______________(Seal)
MIGUEL QUINTERO JR -Borrower	VIRGINIA R. QUINTERO -Borrower

Exhibit "8"

EXHIBIT A
Legal Description

The land hereinafter referred to is situated in the City of Commerce, County of Los Angeles, State of CA, and is described as follows:

Parcel 1:

Lot 1 of Tract No. 52317, in the City of Commerce, County of Los Angeles, State of California, as per Map recorded in Book 1238 Page(s) 5 through 8 inclusive of Maps, in the Office of the County Recorder of said County.

Except therefrom all oil, gas, minerals and other hydrocarbon substances, lying below a depth of 500 feet from the surface of said property, but with no right of surface entry, where they have been previously reserved in Instruments of Record.

Parcel 2:

Excepting therefrom an easement for public utilities in, over and across the Westerly 10.00 feet of said Lot 1.

Parcel 3:

Also excepting therefrom an easement for private driveway and fire lane over that portion of said Lot 1 as delineated on the Map of said Tract as "Private Driveway and Fire Lane".

Parcel 4:

An easement for drainage and utility purposes, in, over and across the portion of Lot 5 in said Tract No. 52317, lying Southerly of the following described line.

Beginning at a point in the Southerly line of said Lot 5 that is North 89° 59' 10" West 55.00 Feet from the Southeast corner of said Lot 5; thence North 89° 59' 10" West 15.00 feet to the Westerly line of said Lot 5.

APN: 5241-029-036

This page is part of your document - DO NOT DISCARD

20250668930

Pages: 0004

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

09/29/25 AT 08:00AM

FEES:	28.00
TAXES:	0.00
OTHER:	0.00
SB2:	75.00
PAID:	103.00

SECURE - 8:00AM

THIS FORM IS NOT TO BE DUPLICATED

Exhibit "9"

Recording Requested By:
California Best Title

Recording Requested By:
ALLSTATE LENDING GROUP, INC

And After Recording Return To:
ALLSTATE LENDING GROUP,
INC
2540 CORPORATE PLACE STE B108
MONTEREY PARK CALIFORNIA 91754

[Space Above This Line For Recording Data]

ASSIGNMENT OF DEED OF TRUST

Loan Number:

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to

ARON ABECASSIS, TRUSTEE OF THE ARON ABECASSIS REVOCABLE TRUST DATED APRIL 14, 2004

all beneficial interest under that certain Deed of Trust dated September 18, 2025
executed by MIGUEL QUINTERO JR AND VIRGINIA R. QUINTERO, HUSBAND AND WIFE AS JOINT TENANTS, 636 SOUTH BONNIE BEACH PLACE, LOS ANGELES, CALIFORNIA 90063

, Trustor,

to ALLSTATE LENDING GROUP SERVICING LLC
2540 CORPORATE PLACE, SUITE B108, MONTEREY PARK, CALIFORNIA 91754

, Trustee,

and recorded either:

☐ concurrently herewith; or

☐ on , as Instrument No. in book , page , in the Official Records in the County Recorder's office of LOS ANGELES County, CALIFORNIA , describing land therein as:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N.: 5241-029-036

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust. The original principal amount due under this note(s) is $ 380,000.00 .

ALLSTATE LENDING GROUP, INC, A
CALIFORNIA CORPORATION

By: Michael G. Scannell, CEO (Seal)

MICHAEL G. SCANNELL, CEO

[Space Below This Line For Acknowledgments]

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 LOS ANGELES)

On 9-19-25 before me, CRYSTAL REJON, NOTARY PUBLIC

personally appeared MICHAEL G. SCANNELL

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

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

WITNESS my hand and official seal.

CRYSTAL REJON
Notary Public - California
San Bernardino County
Commission # 2521233
My Comm. Expires Jun 20, 2029

NOTARY SIGNATURE

Crystal Rejon
(Typed Name of Notary)

NOTARY SEAL

Exhibit "9"

EXHIBIT A
Legal Description

The land hereinafter referred to is situated in the City of Commerce, County of Los Angeles, State of CA, and is described as follows:

Parcel 1:

Lot 1 of Tract No. 52317, in the City of Commerce, County of Los Angeles, State of California, as per Map recorded in Book 1238 Page(s) 5 through 8 inclusive of Maps, in the Office of the County Recorder of said County.

Except therefrom all oil, gas, minerals and other hydrocarbon substances, lying below a depth of 500 feet from the surface of said property, but with no right of surface entry, where they have been previously reserved in Instruments of Record.

Parcel 2:

Excepting therefrom an easement for public utilities in, over and across the Westerly 10.00 feet of said Lot 1.

Parcel 3:

Also excepting therefrom an easement for private driveway and fire lane over that portion of said Lot 1 as delineated on the Map of said Tract as "Private Driveway and Fire Lane".

Parcel 4:

An easement for drainage and utility purposes, in, over and across the portion of Lot 5 in said Tract No. 52317, lying Southerly of the following described line.

Beginning at a point in the Southerly line of said Lot 5 that is North 89° 59' 10" West 55.00 Feet from the Southeast corner of said Lot 5; thence North 89° 59' 10" West 15.00 feet to the Westerly line of said Lot 5.

APN: 5241-029-036

This page is part of your document - DO NOT DISCARD

20250699741

Pages: 0025

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

10/09/25 AT 08:00AM

FEES:	116.00
TAXES:	0.00
OTHER:	0.00
PAID:	116.00

SEQ:
02

SECURE - 8:00AM

THIS FORM IS NOT TO BE DUPLICATED

Exhibit "10"

RECORDED AT THE REQUEST OF
CHICAGO TITLE COMPANY

Recording Requested By:
ALLSTATE LENDING GROUP, INC

And After Recording Return To:
ALLSTATE LENDING GROUP,
INC
2540 CORPORATE PLACE STE B108
MONTEREY PARK. CALIFORNIA 91754

[Space Above This Line For Recording Data]

APN # 5135-010-009

DEED OF TRUST

Exempt from fee per GC 27388.1 (a) (2) and 27388.2 (b); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT).

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 3, 4, 10, 11, 12, 16, 19, 24, and 25. Certain rules regarding the usage of words used in this document are also provided in Section 17.

Parties

(A) "Borrower" is GLORIA L. FARIAS, A SINGLE WOMAN

currently residing at 1038 VENICE BOULEVARD, LOS ANGELES, CALIFORNIA 90015

Borrower is the trustor under this Security Instrument.

(B) "Lender" is ALLSTATE LENDING GROUP, INC

Lender is a CALIFORNIA CORPORATION organized and existing under the laws of

CALIFORNIA . Lender's address is 2540 CORPORATE PLACE STE B108, MONTEREY PARK, CALIFORNIA 91754 .
Lender is the beneficiary under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.
(C) "Trustee" is ALLSTATE LENDING GROUP SERVICING LLC .

Trustee's address is 2540 CORPORATE PLACE, SUITE B108, MONTEREY PARK, CALIFORNIA 91754 .
The term "Trustee" includes any substitute/successor Trustee.

Documents

(D) "Note" means the promissory note dated September 11, 2025 , and signed by each Borrower who is legally obligated for the debt under that promissory note, that is in either (i) paper form, using Borrower's written pen and ink signature, or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender ONE MILLION AND 00/100 Dollars (U.S. $ 1,000,000.00) plus interest. Each Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than December 1, 2026 .
(E) "Riders" means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower [check box as applicable]:

- ☐ Adjustable Rate Rider
- ☐ Condominium Rider
- ☒ 1-4 Family Rider
- ☐ Planned Unit Development Rider
- ☐ Second Home Rider
- ☒ Other(s) [specify]: Balloon Rider

(F) "Security Instrument" means this document, which is dated September 11, 2025 , together with all Riders to this document.

Additional Definitions

(G) "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.
(H) "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.
(I) "Default" means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender

provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide Lender with material information in connection with the Loan, as described in Section 8; or (iv) any action or proceeding described in Section 12(e).

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

(K) "Electronic Signature" means an "Electronic Signature" as defined in the UETA or E-SIGN, as applicable.

(L) "E-SIGN" means the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 *et seq.*), as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

(M) "Escrow Items" means: (i) taxes and assessments and other items that can attain priority over this Security Instrument as a lien or encumbrance on the Property; (ii) leasehold payments or ground rents on the Property, if any; (iii) premiums for any and all insurance required by Lender under Section 5; (iv) 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 11; and (v) Community Association Dues, Fees, and Assessments if Lender requires that they be escrowed beginning at Loan closing or at any time during the Loan term.

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

(O) "Loan Servicer" means the entity that has the contractual right to receive Borrower's Periodic Payments and any other payments made by Borrower, and administers the Loan on behalf of Lender. Loan Servicer does not include a sub-servicer, which is an entity that may service the Loan on behalf of the Loan Servicer.

(P) "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.

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

(R) "Partial Payment" means any payment by Borrower, other than a voluntary prepayment permitted under the Note, which is less than a full outstanding Periodic Payment.

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

(T) "Property" means the property described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY."

(U) "Rents" means all amounts received by or due Borrower in connection with the lease, use, and/or occupancy of the Property by a party other than Borrower.

(V) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 *et seq.*) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter. When used in this Security Instrument, "RESPA" refers to all requirements and restrictions that would apply to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(W) "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.

(X) "UETA" means the Uniform Electronic Transactions Act, as enacted by the jurisdiction in which the Property is located, as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions, and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY	of	LOS ANGELES	:
[Type of Recording Jurisdiction]		[Name of Recording Jurisdiction]	

LOT 34 OF WIESENDANGER CITY TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 10 PAGE 1, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
A.P.N.: 5135-010-009

which currently has the address of 1707 SOUTH BONNIE BRAE STREET
[Street]
LOS ANGELES [City], California 90006 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, Rents, issues and profits thereof, royalties, mineral rights, oil or gas rights or profits, water rights, miscellaneous proceeds, insurance proceeds, and fixtures now or subsequently a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to grant and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific California state requirements 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 will pay each Periodic Payment when due. Borrower will also pay any prepayment charges and late charges due under the Note, and any other amounts due under this Security Instrument. Payments due under the Note and this Security Instrument must be made in U.S. currency. 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 U.S. federal agency, instrumentality, or entity; or (d) Electronic Fund 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 16. Lender may accept or return any Partial Payments in its sole discretion pursuant to Section 2.

Any offset or claim that Borrower may have now or in the future against Lender will not relieve Borrower from making the full amount of all payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Acceptance and Application of Payments or Proceeds.

(a) Acceptance and Application of Partial Payments. Lender may accept and either apply or hold in suspense Partial Payments in its sole discretion in accordance with this Section 2. Lender is not obligated to accept any Partial Payments or to apply any Partial Payments at the time such payments are accepted, and also is not obligated to pay interest on such unapplied funds. Lender may hold such unapplied funds until Borrower makes payment sufficient to cover a full Periodic Payment, at which time the amount of the full Periodic Payment will be applied to the Loan. If Borrower does not make such a payment within a reasonable period of time, Lender will either apply such funds in accordance with this Section 2 or return them to Borrower. If not applied earlier, Partial Payments will be credited against the total amount due under the Loan in calculating the amount due in connection with any foreclosure proceeding, payoff request, loan modification, or reinstatement. Lender may accept any payment insufficient to bring the Loan current without waiver of any rights under this Security Instrument or prejudice to its rights to refuse such payments in the future.

(b) Order of Application of Partial Payments and Periodic Payments. Except as otherwise described in this Section 2, if Lender applies a payment, such payment will be applied to each Periodic Payment in the order in which it became due, beginning with the oldest outstanding Periodic Payment, as follows: first to interest and then to principal due under the Note, and finally to Escrow Items. If all outstanding Periodic Payments then due are paid in full, any payment amounts remaining may be applied to late charges and to any amounts then due under this Security Instrument. If all sums then due under the Note and this Security Instrument are paid in full, any remaining payment amount may be applied, in Lender's sole discretion, to a future Periodic Payment or to reduce the principal balance of the Note.

If Lender receives a payment from Borrower in the amount of one or more Periodic Payments and the amount of any late charge due for a delinquent Periodic Payment, the payment may be applied to the delinquent payment and the late charge.

When applying payments, Lender will apply such payments in accordance with Applicable Law.

(c) Voluntary Prepayments. Voluntary prepayments will be applied as described in the Note.

(d) No Change to Payment Schedule. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items.

(a) Escrow Requirement; Escrow Items. Borrower must pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum of money to provide for payment of amounts due for all Escrow Items (the "Funds"). The amount of the Funds required to be paid each month may change during the term of the Loan. Borrower must promptly furnish to Lender all notices or invoices of amounts to be paid under this Section 3.

(b) Payment of Funds; Waiver. Borrower must pay Lender the Funds for Escrow Items unless Lender waives this obligation in writing, or unless prohibited by Applicable Law. Lender may waive this obligation for any Escrow Item at any time. In the event of such waiver or prohibition, Borrower must pay directly, when and where payable,

Exhibit "10"

the amounts due for any Escrow Items and Lender may require Borrower to provide proof of direct payment of those items within such time period as Lender may require. Borrower's obligation to make such timely payments and to provide proof of payment is deemed to be a covenant and agreement of Borrower under this Security Instrument. If Borrower is obligated to pay Escrow Items directly, and Borrower fails to pay timely the amount due for an Escrow Item, Lender may exercise its rights under Section 9 to pay such amount and Borrower will be obligated to repay to Lender any such amount in accordance with Section 9.

Unless prohibited by Applicable Law, Lender may withdraw the waiver as to any or all Escrow Items at any time by giving a notice in accordance with Section 16; upon such withdrawal, Borrower must pay to Lender all Funds for such Escrow Items, and in such amounts, that are then required under this Section 3.

(c) Amount of Funds; Application of Funds. Lender may, at any time, collect and hold Funds in an amount up to, but not in excess of, the maximum amount a lender can require under RESPA. Lender will estimate the amount of Funds due in accordance with Applicable Law.

The Funds will be held in an institution whose deposits are insured by a U.S. 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 will apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender may not charge Borrower for: (i) holding and applying the Funds; (ii) annually analyzing the escrow account; or (iii) verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on the Funds, Lender will not be required to pay Borrower any interest or earnings on the Funds. Lender will give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

(d) Surplus; Shortage and Deficiency of Funds. In accordance with RESPA, if there is a surplus of Funds held in escrow, Lender will account to Borrower for such surplus. If Borrower's Periodic Payment is delinquent by more than 30 days, Lender may retain the surplus in the escrow account for the payment of the Escrow Items. If there is a shortage or deficiency of Funds held in escrow, Lender will notify Borrower and Borrower will pay to Lender the amount necessary to make up the shortage or deficiency in accordance with RESPA.

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

4. Charges; Liens. Borrower must pay (a) all taxes, assessments, charges, fines, and impositions attributable to the Property which have priority or may attain priority over this Security Instrument, (b) leasehold payments or ground rents on the Property, if any, and (c) Community Association Dues, Fees, and Assessments, if any. If any of these items are Escrow Items, Borrower will pay them in the manner provided in Section 3.

Borrower must promptly discharge any lien that has priority or may attain priority over this Security Instrument unless Borrower: (aa) 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 under such agreement; (bb) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which Lender determines, in its sole discretion, operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (cc) secures from the holder of the lien an agreement satisfactory to Lender that subordinates the lien to this Security Instrument (collectively, the "Required Actions"). If Lender determines that any part of the Property is subject to a lien that has priority or may attain priority over this Security Instrument and Borrower has not taken any of the Required Actions in regard to such lien, Lender may give Borrower a notice identifying the lien. Within 10 days after the date on which that notice is given, Borrower must satisfy the lien or take one or more of the Required Actions.

5. Property Insurance.

(a) Insurance Requirement; Coverages. Borrower must keep the improvements now existing or subsequently 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, winds, and floods, for which Lender requires insurance. Borrower must maintain the types of insurance Lender requires in the amounts (including deductible levels) and for

Exhibit "10"

the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan, and may exceed any minimum coverage required by Applicable Law. Borrower may choose the insurance carrier providing the insurance, subject to Lender's right to disapprove Borrower's choice, which right will not be exercised unreasonably.

(b) Failure to Maintain Insurance. If Lender has a reasonable basis to believe that Borrower has failed to maintain any of the reqnired insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and at Borrower's expense. Unless required by Applicable Law, Lender is under no obligation to advance premiums for, or to seek to reinstate, any prior lapsed coverage obtained by Borrower. Lender is under no obligation to purchase any particular type or amount of coverage and may select the provider of such insurance in its sole discretion. Before purchasing such coverage, Lender will notify Borrower if required to do so under Applicable Law. Any such coverage will insure Lender, but 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, but not exceeding the coverage required under Section 5(a). Borrower acknowledges that the cost of the insurance coverage so obtained may significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender for costs associated with reinstating Borrower's insurance policy or with placing new insurance under this Section 5 will become additional debt of Borrower secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(c) Insurance Policies. All insurance policies required by Lender and renewals of such policies: (i) will be subject to Lender's right to disapprove such policies; (ii) must include a standard mortgage clause; and (iii) must name Lender as mortgagee and/or as an additional loss payee, and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender will have the right to hold the policies and renewal certificates. If Lender requires, Borrower will promptly give to Lender proof 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 must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee, and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

(d) Proof of Loss; Application of Proceeds. In the event of loss, Borrower must give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Any insurance proceeds, whether or not the underlying insurance was required by Lender, will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and determines that Lender's security will not be lessened by such restoration or repair.

If the Property is to be repaired or restored, Lender will disburse from the insurance proceeds any initial amounts that are necessary to begin the repair or restoration, subject to any restrictions applicable to Lender. During the subsequent repair and restoration period, Lender will 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 (which may include satisfying Leuder's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Leuder may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Lender will not be required to pay Borrower any interest or earnings on such insurance proceeds unless Lender and Borrower agree in writing or Applicable Law requires otherwise. Fees for public adjusters, or other third parties, retained by Borrower will not be paid out of the insurance proceeds and will be the sole obligation of Borrower.

If, in accordance with Applicable Law, Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the insurance proceeds will be applied to the

sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(e) Insurance Settlements; Assignment of Proceeds. 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 26 or otherwise, Borrower is unconditionally assigning to Lender (i) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note and this Security Instrument, and (ii) 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, to the extent that such rights are applicable to the coverage of the Property. If Lender files, negotiates, or settles a claim, Borrower agrees that any insurance proceeds may be made payable directly to Lender without the need to include Borrower as an additional loss payee. Lender may use the insurance proceeds either to repair or restore the Property (as provided in Section 5(d)) or to pay amounts unpaid under the Note or this Security Instrument, whether or not then dne, in accordance with Applicable Law.

6. Occupancy. Borrower must occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and must 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 will not be unreasonably withheld, or unless extenuating circumstances exist that are beyond Borrower's control.

7. Preservation, Maintenance, and Protection of the Property; Inspections. Borrower will 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 must maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless Lender determines pursuant to Section 5 that repair or restoration is not economically feasible, Borrower will promptly repair the Property if damaged to avoid further deterioration or damage.

If insurance or condemnation proceeds are paid to Lender in connection with damage to, or the taking of, the Property, Borrower will 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower remains obligated to complete such repair or restoration.

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

8. Borrower's Loan Application. Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction 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, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.

(a) Protection of Lender's Interest. If: (i) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (ii) there is a legal proceeding or government order that might significantly affect Lender's interest in the Property and/or rights under this Security Iustrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien that has priority or may attain priority over this Security

Instrument, or to enforce laws or regulations); or (iii) Lender reasonably believes that 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/or 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 may include, but are not limited to: (I) paying any sums secured by a lien that has priority or may attain priority over this Security Instrument; (II) appearing in court; and (III) paying: (A) reasonable attorneys' fees and costs; (B) property inspection and valuation fees; and (C) other fees incurred for the purpose of protecting Lender's 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, exterior and interior inspections of the Property, entering the Property to make repairs, changing locks, replacing or boarding up doors and windows, draining water from pipes, eliminating building or other code violations or dangerous conditions, and having utilities turned on or off. Although Lender may take action under this Section 9, Lender is not required to do so and is not under any duty or obligation to do so. Lender will not be liable for not taking any or all actions authorized under this Section 9.

(b) Avoiding Foreclosure; Mitigating Losses. If Borrower is in Default, Lender may work with Borrower to avoid foreclosure and/or mitigate Lender's potential losses, but is not obligated to do so unless required by Applicable Law. Lender may take reasonable actions to evaluate Borrower for available alternatives to foreclosure, including, but not limited to, obtaining credit reports, title reports, title insurance, property valuations, subordination agreements, and third-party approvals. Borrower authorizes and consents to these actions. Any costs associated with such loss mitigation activities may be paid by Lender and recovered from Borrower as described below in Section 9(c), unless prohibited by Applicable Law.

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

(d) Leasehold Terms. If this Security Instrument is on a leasehold, Borrower will comply with all the provisions of the lease. Borrower will not surrender the leasehold estate and interests conveyed, or terminate or cancel the ground lease. Borrower will not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title will not merge unless Lender agrees to the merger in writing.

10. Assignment of Rents.

(a) Assignment of Rents. If the Property is leased to, used by, or occupied by a third party ("Tenant"), Borrower is unconditionally assigning and transferring to Lender any Rents, regardless of to whom the Rents are payable. This assignment of Rents constitutes a perfected, absolute and present assignment. Lender grants to Borrower a license to collect, but not prior to accrual, and retain the Rents; however, upon the occurrence and during the continuance of an event of Default, Borrower's license to collect and retain the Rents will immediately terminate. Under this license, Borrower will receive the Rents until (i) Lender has given Borrower notice of Default pursuant to Section 26, and (ii) Lender has given notice to the Tenant that the Rents are to be paid to Lender. This Section 10 constitutes an absolute assignment and not an assignment for additional security only.

(b) Notice of Default. If Lender gives notice of Default to Borrower, all of the following will apply, unless prohibited by Applicable Law: (i) all Rents received by Borrower must be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender will be entitled to collect and receive all of the Rents; (iii) Borrower agrees to instruct each Tenant that Tenant is to pay all Rents due and unpaid to Lender upon Lender's written demand to the Tenant; (iv) Borrower will ensure that each Tenant pays all Rents due to Lender and will take whatever action is necessary to collect such Rents if not paid to Lender; (v) unless Applicable Law provides otherwise, all Rents collected by Lender will be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, reasonable attorneys' fees and costs, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes,

Exhibit "10"

assessments, and other charges on the Property, and then to any other sums secured by this Security Instrument; (vi) Lender, or any judicially appointed receiver, will be liable to account for only those Rents actually received; and (vii) Lender will be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

(c) Funds Paid by Lender. If the Rents are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds paid by Lender for such purposes will become indebtedness of Borrower to Lender secured by this Security Instrument pursuant to Section 9.

(d) Limitation on Collection of Rents. Borrower may not collect any of the Rents more than one month in advance of the time when the Rents become due, except for security or similar deposits.

(e) No Other Assignment of Rents. Borrower represents, warrants, covenants, and agrees that Borrower has not signed any prior assignment of the Rents, will not make any further assignment of the Rents, and has not performed, and will not perform, any act that could prevent Lender from exercising its rights under this Security Instrument.

(f) Control and Maintenance of the Property. Unless required by Applicable Law, Lender, or a receiver appointed under Applicable Law, is not obligated to enter upon, take control of, or maintain the Property before or after giving notice of Default to Borrower. However, Lender, or a receiver appointed under Applicable Law, may do so at any time when Borrower is in Default, subject to Applicable Law.

(g) Additional Provisions. Any application of the Rents will not cure or waive any Default or invalidate any other right or remedy of Lender. This Section 10 does not relieve Borrower of Borrower's obligations under Section 6.

This Section 10 will terminate when all the sums secured by this Security Instrument are paid in full.

11. Mortgage Insurance.

(a) Payment of Premiums; Substitution of Policy; Loss Reserve; Protection of Lender. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower will pay the premiums required to maintain the Mortgage Insurance in effect. If Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, and (i) the Mortgage Insurance coverage required by Lender ceases for any reason to be available from the mortgage insurer that previously provided such insurance, or (ii) Lender determines in its sole discretion that such mortgage insurer is no longer eligible to provide the Mortgage Insurance coverage required by Lender, Borrower will 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 will 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 will be non-refundable, even when the Loan is paid in full, and Lender will not be required to pay Borrower any interest or earnings on such loss reserve, unless required by Applicable Law.

Lender will 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 will 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 11 affects Borrower's obligation to pay interest at the Note rate.

(b) Mortgage Insurance Agreements. Mortgage Insurance reimburses Lender for certain losses Lender may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy or coverage.

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 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, 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. Any such agreements will not: (i) affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan; (ii) increase the amount Borrower will owe for Mortgage Insurance; (iii) entitle Borrower to any refund; or (iv) affect the rights Borrower has, if any, with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 (12 U.S.C. § 4901 *et seq.*), as it may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter ("HPA"). These rights under the HPA may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

12. Assignment and Application of Miscellaneous Proceeds; Forfeiture.

(a) Assignment of Miscellaneous Proceeds. Borrower is unconditionally assigning the right to receive all Miscellaneous Proceeds to Lender and agrees that such amounts will be paid to Lender.

(b) Application of Miscellaneous Proceeds upon Damage to Property. If the Property is damaged, any Miscellaneous Proceeds will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and Lender's security will not be lessened by such restoration or repair. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, unless prohibited by Applicable Law, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(c) Application of Miscellaneous Proceeds upon Condemnation, Destruction, or Loss in Value of the Property. In the event of a total taking, destruction, or loss in value of the Property, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, unless prohibited by Applicable Law, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property (each, a "Partial Devaluation") where the fair market value of the Property immediately before the Partial Devaluation is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the Partial Devaluation, a percentage of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, unless prohibited by Applicable Law, or unless Borrower and Lender otherwise agree in writing. The amount of the Miscellaneous

Exhibit "10"

Proceeds that will be so applied is determined by multiplying the total amount of the Miscellaneous Proceeds by a percentage calculated by taking (i) the total amount of the sums secured immediately before the Partial Devaluation, and dividing it by (ii) the fair market value of the Property immediately before the Partial Devaluation. Any balance of the Miscellaneous Proceeds will be paid to Borrower.

In the event of a Partial Devaluation where the fair market value of the Property immediately before the Partial Devaluation is less than the amount of the sums secured immediately before the Partial Devaluation, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or uot the sums are then due, unless Borrower and Lender otherwise agree in writing.

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

(e) Proceeding Affecting Lender's Interest in the Property. Borrower will be in Default if any action or proceeding begins, whether civil or criminal, 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, unless prohibited by Applicable Law. Borrower can cure such a Default and, if acceleration has occurred, reinstate as provided in Section 20, 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. Borrower is unconditionally assigning to Lender the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property, which proceeds will be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order that Partial Payments are applied in Section 2(b).

13. Borrower Not Released; Forbearance by Lender Not a Waiver. Borrower or any Successor in Interest of Borrower will not be released from liability under this Security Instrument if Lender extends the time for payment or modifies the amortization of the sums secured by this Security Instrument. Lender will 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, will not be a waiver of, or preclude the exercise of, any right or remedy by Lender.

14. Joint and Several Liability; Signatories; Successors and Assigns Bound. Borrower's obligations and liability under this Security Instrument will be joint and several. However, any Borrower who signs this Security Instrument but does not sign the Note: (a) signs this Security Instrument to mortgage, grant, and convey such Borrower's interest in the Property under the terms of this Security Instrument; (b) signs this Security Instrument to waive any applicable inchoate rights and any available homestead exemptions, unless prohibited by Applicable Law; (c) signs this Security Instrument to assign any Miscellaneous Proceeds, Rents, or other earnings from the Property to Lender; (d) is not personally obligated to pay the sums due under the Note or this Security Instrument; and (e) agrees that Lender and any other Borrower can agree to extend, modify, forbear, or make any accommodations with regard to the terms of the Note or this Security Instrument without such Borrower's consent and without affecting such Borrower's obligatious under this Security Instrument.

Subject to the provisions of Section 19, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, will obtain all of Borrower's rights, obligations, and benefits under this Security Instrument. Borrower will not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing.

Exhibit "10"

15. Loan Charges.

(a) Tax and Flood Determination Fees. Lender may require Borrower to pay (i) a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan, and (ii) 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 that reasonably might affect such determination or certification. Borrower will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency, or any successor agency, at any time during the Loan term, in connection with any flood zone determinations.

(b) Default Charges. If permitted under Applicable Law, Lender may charge Borrower fees for services performed in connection with Borrower's Default to protect Lender's interest in the Property and rights under this Security Instrument, including: (i) reasonable attorneys' fees and costs; (ii) property inspection, valuation, mediation, and loss mitigation fees; and (iii) other related fees.

(c) Permissibility of Fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower should 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.

(d) Savings Clause. If Applicable Law 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 (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) 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). To the extent permitted by Applicable Law, 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.

16. Notices; Borrower's Physical Address. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

(a) Notices to Borrower. Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when (i) mailed by first class mail, or (ii) actually delivered to Borrower's Notice Address (as defined in Section 16(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 16(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any notice to Borrower required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(b) Electronic Notice to Borrower. Unless another delivery method is required by Applicable Law, Lender may provide notice to Borrower by e-mail or other electronic communication ("Electronic Communication") if: (i) agreed to by Lender and Borrower in writing; (ii) Borrower has provided Lender with Borrower's e-mail or other electronic address ("Electronic Address"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non-Electronic Communication instead of by Electronic Communication; and (iv) Lender otherwise complies with Applicable Law. Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Borrower when sent unless Lender becomes aware that such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of such agreement.

(c) Borrower's Notice Address. The address to which Lender will send Borrower notice ("Notice Address") will be the Property Address unless Borrower has designated a different address by written notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an

Exhibit "10"

Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.

(d) Notices to Lender. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address (including an Electronic Address) by notice to Borrower. Any notice in connection with this Security Instrument will be deemed to have been given to Lender only when actually received by Lender at Lender's designated address (which may include an Electronic Address). If any notice to Lender required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(e) Borrower's Physical Address. In addition to the designated Notice Address, Borrower will provide Lender with the address where Borrower physically resides, if different from the Property Address, and notify Lender whenever this address changes.

17. Governing Law; Severability; Rules of Construction. This Security Instrument is governed by federal law and the law of the State of California. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. If any provision of this Security Instrument or the Note conflicts with Applicable Law (i) such conflict will not affect other provisions of this Security Instrument or the Note that can be given effect without the conflicting provision, and (ii) such conflicting provision, to the extent possible, will be considered modified to comply with Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence should not be construed as a prohibition against agreement by contract. Any action required under this Security Instrument to be made in accordance with Applicable Law is to be made in accordance with the Applicable Law in effect at the time the action is undertaken.

As used in this Security Instrument: (a) words in the singular will mean and include the plural and vice versa; (b) the word "may" gives sole discretion without any obligation to take any action; (c) any reference to "Section" in this document refers to Sections contained in this Security Instrument unless otherwise noted; and (d) the headings and captions are inserted for convenience of reference and do not define, limit, or describe the scope or intent of this Security Instrument or any particular Section, paragraph, or provision.

18. Borrower's Copy. One Borrower will be given one copy of the Note and of this Security Instrument.

19. Transfer of the Property or a Beneficial Interest in Borrower. For purposes of this Section 19 only, "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 to a purchaser at a future date.

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, Lender will not exercise this option if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's Interest in the Property and/or rights under this Security Instrument.

20. Borrower's Right to Reinstate the Loan after Acceleration. If Borrower meets certain conditions, Borrower will have the right to reinstate the Loan and have enforcement of this Security Instrument discontinued at any time up to the later of (a) five days before any foreclosure sale of the Property, or (b) such other period as

Applicable Law might specify for the termination of Borrower's right to reinstate. This right to reinstate will not apply in the case of acceleration under Section 19.

To reinstate the Loan, Borrower must satisfy all of the following conditions: (aa) pay Lender all sums that then would be due under this Security Instrument and the Note as if no acceleration had occurred; (bb) cure any Default of any other covenants or agreements under this Security Instrument or the Note; (cc) pay all expenses incurred in enforcing this Security Instrument or the Note, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument or the Note; and (dd) take such action as Lender may reasonably require to assure that Lender's interest in the Property and/or rights under this Security Instrument or the Note, and Borrower's obligation to pay the sums secured by this Security Instrument or the Note, will 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: (aaa) cash; (bbb) money order; (ccc) 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 U.S. federal agency, instrumentality, or entity; or (ddd) Electronic Fund Transfer. Upon Borrower's reinstatement of the Loan, this Security Instrument and obligations secured by this Security Instrument will remain fully effective as if no acceleration had occurred.

21. Sale of Note. The Note or a partial interest in the Note, together with this Security Instrument, may be sold or otherwise transferred one or more times. Upon such a sale or other transfer, all of Lender's rights and obligations under this Security Instrument will convey to Lender's successors and assigns.

22. Loan Servicer. Lender may take any action permitted under this Security Instrument through the Loan Servicer or another authorized representative, such as a sub-servicer. Borrower understands that the Loan Servicer or other authorized representative of Lender has the right and authority to take any such action.

The Loan Servicer may change one or more times during the term of the Note. The Loan Servicer may or may not be the holder of the Note. The Loan Servicer has the right and authority to: (a) collect Periodic Payments and any other amounts due under the Note and this Security Instrument; (b) perform any other mortgage loan servicing obligations; and (c) exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made, and any other information RESPA requires in connection with a notice of transfer of servicing.

23. Notice of Grievance. Until Borrower or Lender has notified the other party (in accordance with Section 16) of an alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action, neither Borrower nor Lender may commence, join, or be joined to any judicial action (either as an individual litigant or a member of a class) that (a) arises from the other party's actions pursuant to this Security Instrument or the Note, or (b) alleges that the other party has breached any provision of this Security Instrument or the Note. If Applicable Law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 23. The notice of Default given to Borrower pursuant to Section 26(a) and the notice of acceleration given to Borrower pursuant to Section 19 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 23.

24. Hazardous Substances.

(a) Definitions. As used in this Section 24: (i) "Environmental Law" means any Applicable Laws where the Property is located that relate to health, safety, or environmental protection; (ii) "Hazardous Substances" include (A) those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law, and (B) the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, corrosive materials or agents, and radioactive materials; (iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (iv) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

(b) Restrictions on Use of Hazardous Substances. Borrower will 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 will not do, nor allow anyone else to do, anything affecting the Property that: (i) violates Environmental Law; (ii) creates an Environmental Condition; or (iii) due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects or could adversely affect the value of the Property. The preceding two sentences will 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).

(c) Notices; Remedial Actions. Borrower will promptly give Lender written notice of: (i) 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; (ii) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (iii) any condition caused by the presence, use, or release of a Hazardous Substance that 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 will promptly take all necessary remedial actions in accordance with Environmental Law. Nothing in this Security Instrument will create any obligation on Lender for an Environmental Cleanup.

25. Electronic Note Signed with Borrower's Electronic Signature. If the Note evidenciug the debt for this Loan is electronic, Borrower acknowledges and represents to Lender that Borrower: (a) expressly consented and intended to sign the electronic Note using an Electronic Signature adopted by Borrower ("Borrower's Electronic Signature") instead of signing a paper Note with Borrower's written pen and ink signature; (b) did not withdraw Borrower's express consent to sign the electronic Note using Borrower's Electronic Signature; (c) understood that by signing the electronic Note using Borrower's Electronic Signature, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms; and (d) signed the electronic Note with Borrower's Electronic Signature with the intent and understanding that by doing so, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms.

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

26. Acceleration; Remedies.

(a) Notice of Default. Lender will give a notice of Default to Borrower prior to acceleration following Borrower's Default, except that such notice of Default will not be sent when Lender exercises its right under Section 19 unless Applicable Law provides otherwise. The notice will specify, in addition to any other information required by Applicable Law: (i) the Default; (ii) the action required to eure the Default; (iii) a date, not less than 30 days (or as otherwise specified by Applicable Law) from the date the notice is given to Borrower, by which the Default must be cured; (iv) 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; (v) Borrower's right to reinstate after acceleration; and (vi) Borrower's right to bring a court action to deny the existence of a Default or to assert any other defense of Borrower to acceleration and sale.

(b) Acceleration; Power of Sale; Expenses. If the Default is not cured on or before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 26, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

(c) Notice of Sale; Sale of Property. If Lender invokes the power of sale, Lender will 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 will cause this notice to be recorded in each county in which any part of the Property is located.

Lender or Trustee will mail copies of the notice as prescribed by Applicable Law to Borrower and to the other required recipients. Trustee will give public notice of sale to the persons and in the manner prescribed by Applicable Law. At a time permitted by, and in accordance with Applicable Law, Trustee, without further demand on Borrower, will 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. Unless prohibited by Applicable Law, 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.

(d) Trustee's Deed; Proceeds of Sale. Trustee will deliver to the purchaser a Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed will be prima facie or conclusive evidence of the truth of the statements made in that deed, in accordance with Section 2924(c) of the Civil Code of California. Trustee will apply the proceeds of the sale in the following order: (i) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (ii) to all sums secured by this Security Instrument; and (iii) any excess to the person or persons legally entitled to it.

27. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender will request Trustee to reconvey the Property and will surrender this Security Instrument and all Notes evidencing the debt secured by this Security Instrument to Trustee. Upon such request, Trustee will reconvey the Property without warranty to the persou or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

28. Substitute Trustee. Lender may, from time to time appoint a successor trustee to any Trustee appointed under this Security Instrument 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 will contain the name of the original Lender, Trustee, and Borrower, the instrument number or the book and page where this Security Instrument is recorded and the name and address of the successor trnstee. Without conveyance of the Property, the successor trustee will succeed to all the rights, title, power, and duties conferred upon Trustee in this Security Instrument and by Applicable Law. This procedure for substitution of trustee will govern to the exclusion of all other provisions for substitution.

29. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

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

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to Borrower's Notice Address.

_____________________(Seal)
GLORIA L. FARIAS -Borrower

Gloria L. Farias

____
Witness

____
Witness

[Space Below This Line For 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 LOS ANGELES)

On 9/17/2025 before me, Jose A. Argueta, Notary Public
Date Here Insert Name and Title of the Notarizing Officer

personally appeared GLORIA L. FARIAS

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

JOSE A. ARGUETA
Comm. No. 2446057
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Exp. JUNE 2, 2027
CMD-1

Notary Seal

Signature of Notary Public

TRUE COPY CERTIFICATION

(Government Code 27361.7)

GLENDALE, California
Place of Execution (City and State)

I certify under penalty of perjury that this material is a true copy of the original material contained in this document.

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 LOS ANGELES

On 09/17/2025 before me, JOSE A. ARGUETA notary public
(insert name and title of the officer)
personally appeared ______________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature /s/ (Seal)

10/09/2025
Date

By: [signature]
Signature of Declarant

CYNTHIA SALGUERO
Type or Print Name

Loan Number:

1-4 FAMILY RIDER

THIS 1-4 FAMILY RIDER is made this 11th day of September, 2025 , and is incorporated into and amends and supplements the Mortgage, Mortgage Deed, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to ALLSTATE LENDING GROUP, INC, A CALIFORNIA CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1707 SOUTH BONNIE BRAE STREET, LOS ANGELES, CALIFORNIA 90006

[Property Address]

1-4 FAMILY COVENANTS. In addition to the representations, warranties, covenants, and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or later attached to the Property, to the extent they are fixtures, are added to the Property description, and will also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or later located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling, and attached floor coverings, all of which, including replacements and additions, will be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower will not seek, agree to, or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower will comply with all laws, ordinances, regulations, and requirements of any governmental body applicable to the Property.

C. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

D. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower will assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender will have the right to modify, extend, or terminate the existing leases and to execute new leases, in Lender's sole

Exhibit "10"

discretion. As used in this paragraph D the word "lease" will mean "sublease" if the Security Instrument is on a leasehold.

E. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement related to the Property in which Lender has an interest will be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

_______________________________(Seal)
GLORIA L. FARIAS -Borrower

[Space Above This Line For Recording Data]

Loan Number:

BALLOON RIDER

THIS BALLOON RIDER is made this 11th day of September 2025, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note (the "Note") to ALLSTATE LENDING GROUP, INC, A CALIFORNIA CORPORATION
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

1707 SOUTH BONNIE BRAE STREET, LOS ANGELES, CALIFORNIA 90006

[Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

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

Exhibit "10"

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

_____________________________(Seal)
GLORIA L. FARIAS -Borrower

This page is part of your document - DO NOT DISCARD

20250699742

Pages: 0003

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County, California

10/09/25 AT 08:00AM

FEES:	23.00
TAXES:	0.00
OTHER:	0.00
PAID:	23.00

SEQ:
03

SECURE - 8:00AM

THIS FORM IS NOT TO BE DUPLICATED

RECORDED AT THE REQUEST OF
CHICAGO TITLE COMPANY

Recording Requested By:
ALLSTATE LENDING GROUP, INC

And After Recording Return To:
ALLSTATE LENDING GROUP,
INC
2540 CORPORATE PLACE STE B108
MONTEREY PARK, CALIFORNIA 91754

[Space Above This Line For Recording Data]

APN# 5135-010-009

ASSIGNMENT OF DEED OF TRUST

Loan Number:

Exempt from fee per GC 27388.1 (a) (2) and 27388.2 (b); recorded concurrently "in connection with" a transfer subject to the imposition of documentary transfer tax (DTT).

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to

KEITH WILLIAMS AND ANNA L. WILLIAMS, HUSBAND AND WIFE, AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP, AS TO AN UNDIVIDED 10% INTEREST AND JEFFREY S DUVALL AND JENNIFER D DUVALL, TRUSTEES OF THE DUVALL FAMILY TRUST EST. 12/9/2022, AS TO AN UNDIVIDED 15% INTEREST AND JAMES R. DOTSON AND MARGARET R. DOTSON, HUSBAND AND WIFE AS JOINT TENANTS, AS TO AN UNDIVIDED 10% INTEREST AND COLUMBIA PRIVATE TRUST, CUSTODIAN, FBO ROBERT FRIEDMAN IRA, AS TO AN UNDIVIDED 6% INTEREST AND PETER GILMOUR, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AS TO AN UNDIVIDED 5% INTEREST AND ARON ABECASSIS, TRUSTEE OF THE ARON ABECASSIS REVOCABLE TRUST DATED APRIL 14, 2004, AS TO AN UNDIVIDED 30% INTEREST AND DONALD W. EDGE, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AS TO AN UNDIVIDED 6% INTEREST AND JON WOODRUFF, TRUSTEE OF THE WOODRUFF FAMILY TRUST DATED APRIL 28, 2013, AS TO AN UNDIVIDED 18% INTEREST

all beneficial interest under that certain Deed of Trust dated September 11, 2025
executed by GLORIA L. FARIAS, A SINGLE WOMAN, 1038 VENICE BOULEVARD, LOS ANGELES, CALIFORNIA 90015

, Trustor,

to ALLSTATE LENDING GROUP SERVICING LLC
2540 CORPORATE PLACE, SUITE B108, MONTEREY PARK, CALIFORNIA 91754

, Trustee,

and recorded either:

- ☑ concurrently herewith; or
- ☐ on , as Instrument No. in book , page , in the Official Records in the County Recorder's office of LOS ANGELES County, CALIFORNIA , describing land therein as:

LOT 34 OF WIESENDANGER CITY TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 10 PAGE 1, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
A.P.N.: 5135-010-009

Exhibit "11"

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust. The original principal amount due under this note(s) is $ 1,000,000.00 .

ALLSTATE LENDING GROUP, INC, A
CALIFORNIA CORPORATION

By: ______________________ (Seal)

MICHAEL G. SCANNELL, CEO

[Space Below This Line For Acknowledgments]

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 LOS ANGELES)

On 10-1-25 before me, CRYSTAL REJON, NOTARY PUBLIC

personally appeared MICHAEL G. SCANNELL

____

______________________________ ,

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

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

WITNESS my hand and official seal.

CRYSTAL REJON
Notary Public - California
San Bernardino County
Commission # 2521233
My Comm. Expires Jun 20, 2029

NOTARY SEAL

NOTARY SIGNATURE

Crystal Rejon
(Typed Name of Notary)

Exhibit "11"

Recording requested by:

SOCAL TITLE COMPANY

Recording Requested By:
ALLSTATE LENDING GROUP, INC

And After Recording Return To:
ALLSTATE LENDING GROUP, INC
2540 CORPORATE PLACE STE B108
MONTEREY PARK, CALIFORNIA 91754

2216-2220 23RD STREET
APN: 27-4158 -033-01

City and County of San Francisco
Joaquín Torres, Assessor-Recorder

Doc # 2025095912		Fees	$86.00
11/18/2025	2:40:12 PM	Taxes	$0.00
KC	Electronic	Other	$0.00
Pages 24	Title 002	SB2 Fees	$75.00
Customer	9083	Paid	$161.00

— [Space Above This Line For Recording Data] —

APN 4158-033

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 3, 4, 10, 11, 12, 16, 19, 24, and 25. Certain rules regarding the usage of words used in this document are also provided in Section 17.

Parties

(A) "Borrower" is FERNANDO S. COMPETENTE AND ENEDINA S. COMPETENTE, HUSBAND AND WIFE AS JOINT TENANTS 85% INTEREST

,

currently residing at 163 SEVILLE STREET, SAN FRANCISCO, CALIFORNIA 94112

.

Borrower is the trustor under this Security Instrument.

(B) "Lender" is ALLSTATE LENDING GROUP, INC

.

Lender is a CALIFORNIA CORPORATION organized and existing under the laws of

Exhibit "12"

CALIFORNIA . Lender's address is 2540 CORPORATE PLACE STE B108, MONTEREY PARK, CALIFORNIA 91754 .
Lender is the beneficiary under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.
(C) "Trustee" is ALLSTATE LENDING GROUP SERVICING LLC .

Trustee's address is 2540 CORPORATE PLACE, SUITE B108, MONTEREY PARK, CALIFORNIA 91754 .
The term "Trustee" includes any substitute/successor Trustee.

Documents

(D) "Note" means the promissory note dated November 3, 2025 , and signed by each Borrower who is legally obligated for the debt under that promissory note, that is in either (i) paper form, using Borrower's written pen and ink signature, or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Note evidences the legal obligation of each Borrower who signed the Note to pay Lender EIGHT HUNDRED NINETY-FIVE THOUSAND AND 00/100 Dollars (U.S. $ 895,000.00) plus interest. Each Borrower who signed the Note has promised to pay this debt in regular monthly payments and to pay the debt in full not later than January 1, 2027 .
(E) "Riders" means all Riders to this Security Instrument that are signed by Borrower. All such Riders are incorporated into and deemed to be a part of this Security Instrument. The following Riders are to be signed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider
☒ 1-4 Family Rider	☐ Planned Unit Development Rider
☐ Second Home Rider	☒ Other(s) [specify]: Balloon Rider

(F) "Security Instrument" means this document, which is dated November 3, 2025 , together with all Riders to this document.

Additional Definitions

(G) "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.
(H) "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.
(I) "Default" means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender

provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide Lender with material information in connection with the Loan, as described in Section 8; or (iv) any action or proceeding described in Section 12(e).

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

(K) "Electronic Signature" means an "Electronic Signature" as defined in the UETA or E-SIGN, as applicable.

(L) "E-SIGN" means the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 *et seq.*), as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

(M) "Escrow Items" means: (i) taxes and assessments and other items that can attain priority over this Security Instrument as a lien or encumbrance on the Property; (ii) leasehold payments or ground rents on the Property, if any; (iii) premiums for any and all insurance required by Lender under Section 5; (iv) 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 11; and (v) Community Association Dues, Fees, and Assessments if Lender requires that they be escrowed beginning at Loan closing or at any time during the Loan term.

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

(O) "Loan Servicer" means the entity that has the contractual right to receive Borrower's Periodic Payments and any other payments made by Borrower, and administers the Loan on behalf of Lender. Loan Servicer does not include a sub-servicer, which is an entity that may service the Loan on behalf of the Loan Servicer.

(P) "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.

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

(R) "Partial Payment" means any payment by Borrower, other than a voluntary prepayment permitted under the Note, which is less than a full outstanding Periodic Payment.

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

(T) "Property" means the property described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY."

(U) "Rents" means all amounts received by or due Borrower in connection with the lease, use, and/or occupancy of the Property by a party other than Borrower.

(V) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 *et seq.*) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter. When used in this Security Instrument, "RESPA" refers to all requirements and restrictions that would apply to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(W) "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.

(X) "UETA" means the Uniform Electronic Transactions Act, as enacted by the jurisdiction in which the Property is located, as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

Exhibit "12"

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions, and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY	of	SAN FRANCISCO	:
[Type of Recording Jurisdiction]		[Name of Recording Jurisdiction]	

BEGINNING AT A POINT ON THE NORTHERLY LINE OF 23RD STREET, DISTANT THEREON 75 FEET EASTERLY FROM THE EASTERLY LINE KANSAS STREET RUNNING THENCE EASTERLY ALONG SAID LINE OF 23RD STREET 25 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 100 FEET; THENCE AT A RIGHT ANGLE WESTERLY 25 FEET; AND THENCE AT A RIGHT ANGLE SOUTHERLY 100 FEET TO THE POINT OF BEGINNING.
BEING A PORTION OF POTRERO NUEVO BLOCK NO. 145, IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.
A.P.N.: 27-4158 -033-01

SEE EXHIBIT "A"

which currently has the address of 2216-2220 23RD STREET
[Street]

SAN FRANCISCO [City], California 94107 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, Rents, issues and profits thereof, royalties, mineral rights, oil or gas rights or profits, water rights, miscellaneous proceeds, insurance proceeds, and fixtures now or subsequently a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to grant and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific California state requirements 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 will pay each Periodic Payment when due. Borrower will also pay any prepayment charges and late charges due under the Note, and any other amounts due under this Security Instrument. Payments due under the Note and this Security Instrument must be made in U.S. currency. 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 U.S. federal agency, instrumentality, or entity; or (d) Electronic Fund 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 16. Lender may accept or return any Partial Payments in its sole discretion pursuant to Section 2.

Any offset or claim that Borrower may have now or in the future against Lender will not relieve Borrower from making the full amount of all payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Acceptance and Application of Payments or Proceeds.

(a) Acceptance and Application of Partial Payments. Lender may accept and either apply or hold in suspense Partial Payments in its sole discretion in accordance with this Section 2. Lender is not obligated to accept any Partial Payments or to apply any Partial Payments at the time such payments are accepted, and also is not obligated to pay interest on such unapplied funds. Lender may hold such unapplied funds until Borrower makes payment sufficient to cover a full Periodic Payment, at which time the amount of the full Periodic Payment will be applied to the Loan. If Borrower does not make such a payment within a reasonable period of time, Lender will either apply such funds in accordance with this Section 2 or return them to Borrower. If not applied earlier, Partial Payments will be credited against the total amount due under the Loan in calculating the amount due in connection with any foreclosure proceeding, payoff request, loan modification, or reinstatement. Lender may accept any payment insufficient to bring the Loan current without waiver of any rights under this Security Instrument or prejudice to its rights to refuse such payments in the future.

(b) Order of Application of Partial Payments and Periodic Payments. Except as otherwise described in this Section 2, if Lender applies a payment, such payment will be applied to each Periodic Payment in the order in which it became due, beginning with the oldest outstanding Periodic Payment, as follows: first to interest and then to principal due under the Note, and finally to Escrow Items. If all outstanding Periodic Payments then due are paid in full, any payment amounts remaining may be applied to late charges and to any amounts then due under this Security Instrument. If all sums then due under the Note and this Security Instrument are paid in full, any remaining payment amount may be applied, in Lender's sole discretion, to a future Periodic Payment or to reduce the principal balance of the Note.

If Lender receives a payment from Borrower in the amount of one or more Periodic Payments and the amount of any late charge due for a delinquent Periodic Payment, the payment may be applied to the delinquent payment and the late charge.

When applying payments, Lender will apply such payments in accordance with Applicable Law.

(c) Voluntary Prepayments. Voluntary prepayments will be applied as described in the Note.

(d) No Change to Payment Schedule. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note will not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items.

(a) Escrow Requirement; Escrow Items. Borrower must pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum of money to provide for payment of amounts due for all Escrow Items (the "Funds"). The amount of the Funds required to be paid each month may change during the term of the Loan. Borrower must promptly furnish to Lender all notices or invoices of amounts to be paid under this Section 3.

(b) Payment of Funds; Waiver. Borrower must pay Lender the Funds for Escrow Items unless Lender waives this obligation in writing, or unless prohibited by Applicable Law. Lender may waive this obligation for any Escrow Item at any time. In the event of such waiver or prohibition, Borrower must pay directly, when and where payable,

the amounts due for any Escrow Items and Lender may require Borrower to provide proof of direct payment of those items within such time period as Lender may require. Borrower's obligation to make such timely payments and to provide proof of payment is deemed to be a covenant and agreement of Borrower under this Security Instrument. If Borrower is obligated to pay Escrow Items directly, and Borrower fails to pay timely the amount due for an Escrow Item, Lender may exercise its rights under Section 9 to pay such amount and Borrower will be obligated to repay to Lender any such amount in accordance with Section 9.

Unless prohibited by Applicable Law, Lender may withdraw the waiver as to any or all Escrow Items at any time by giving a notice in accordance with Section 16; upon such withdrawal, Borrower must pay to Lender all Funds for such Escrow Items, and in such amounts, that are then required under this Section 3.

(c) Amount of Funds; Application of Funds. Lender may, at any time, collect and hold Funds in an amount up to, but not in excess of, the maximum amount a lender can require under RESPA. Lender will estimate the amount of Funds due in accordance with Applicable Law.

The Funds will be held in an institution whose deposits are insured by a U.S. 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 will apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender may not charge Borrower for: (i) holding and applying the Funds; (ii) annually analyzing the escrow account; or (iii) verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on the Funds, Lender will not be required to pay Borrower any interest or earnings on the Funds. Lender will give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

(d) Surplus; Shortage and Deficiency of Funds. In accordance with RESPA, if there is a surplus of Funds held in escrow, Lender will account to Borrower for such surplus. If Borrower's Periodic Payment is delinquent by more than 30 days, Lender may retain the surplus in the escrow account for the payment of the Escrow Items. If there is a shortage or deficiency of Funds held in escrow, Lender will notify Borrower and Borrower will pay to Lender the amount necessary to make up the shortage or deficiency in accordance with RESPA.

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

4. Charges; Liens. Borrower must pay (a) all taxes, assessments, charges, fines, and impositions attributable to the Property which have priority or may attain priority over this Security Instrument, (b) leasehold payments or ground rents on the Property, if any, and (c) Community Association Dues, Fees, and Assessments, if any. If any of these items are Escrow Items, Borrower will pay them in the manner provided in Section 3.

Borrower must promptly discharge any lien that has priority or may attain priority over this Security Instrument unless Borrower: (aa) 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 under such agreement; (bb) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which Lender determines, in its sole discretion, operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (cc) secures from the holder of the lien an agreement satisfactory to Lender that subordinates the lien to this Security Instrument (collectively, the "Required Actions"). If Lender determines that any part of the Property is subject to a lien that has priority or may attain priority over this Security Instrument and Borrower has not taken any of the Required Actions in regard to such lien, Lender may give Borrower a notice identifying the lien. Within 10 days after the date on which that notice is given, Borrower must satisfy the lien or take one or more of the Required Actions.

5. Property Insurance.

(a) Insurance Requirement; Coverages. Borrower must keep the improvements now existing or subsequently 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, winds, and floods, for which Lender requires insurance. Borrower must maintain the types of insurance Lender requires 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, and may exceed any minimum coverage required by Applicable Law. Borrower may choose the insurance carrier providing the insurance, subject to Lender's right to disapprove Borrower's choice, which right will not be exercised unreasonably.

(b) Failure to Maintain Insurance. If Lender has a reasonable basis to believe that Borrower has failed to maintain any of the required insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and at Borrower's expense. Unless required by Applicable Law, Lender is under no obligation to advance premiums for, or to seek to reinstate, any prior lapsed coverage obtained by Borrower. Lender is under no obligation to purchase any particular type or amount of coverage and may select the provider of such insurance in its sole discretion. Before purchasing such coverage, Lender will notify Borrower if required to do so under Applicable Law. Any such coverage will insure Lender, but 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, but not exceeding the coverage required under Section 5(a). Borrower acknowledges that the cost of the insurance coverage so obtained may significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender for costs associated with reinstating Borrower's insurance policy or with placing new insurance under this Section 5 will become additional debt of Borrower secured by this Security Instrument. These amounts will bear interest at the Note rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(c) Insurance Policies. All insurance policies required by Lender and renewals of such policies: (i) will be subject to Lender's right to disapprove such policies; (ii) must include a standard mortgage clause; and (iii) must name Lender as mortgagee and/or as an additional loss payee, and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender will have the right to hold the policies and renewal certificates. If Lender requires, Borrower will promptly give to Lender proof 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 must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee, and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

(d) Proof of Loss; Application of Proceeds. In the event of loss, Borrower must give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Any insurance proceeds, whether or not the underlying insurance was required by Lender, will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and determines that Lender's security will not be lessened by such restoration or repair.

If the Property is to be repaired or restored, Lender will disburse from the insurance proceeds any initial amounts that are necessary to begin the repair or restoration, subject to any restrictions applicable to Lender. During the subsequent repair and restoration period, Lender will 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 (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Lender will not be required to pay Borrower any interest or earnings on such insurance proceeds unless Lender and Borrower agree in writing or Applicable Law requires otherwise. Fees for public adjusters, or other third parties, retained by Borrower will not be paid out of the insurance proceeds and will be the sole obligation of Borrower.

If, in accordance with Applicable Law, Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the insurance proceeds will be applied to the

sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(e) Insurance Settlements; Assignment of Proceeds. 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 26 or otherwise, Borrower is unconditionally assigning to Lender (i) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note and this Security Instrument, and (ii) 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, to the extent that such rights are applicable to the coverage of the Property. If Lender files, negotiates, or settles a claim, Borrower agrees that any insurance proceeds may be made payable directly to Lender without the need to include Borrower as an additional loss payee. Lender may use the insurance proceeds either to repair or restore the Property (as provided in Section 5(d)) or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due, in accordance with Applicable Law.

6. Occupancy. Borrower must occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and must 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 will not be unreasonably withheld, or unless extenuating circumstances exist that are beyond Borrower's control.

7. Preservation, Maintenance, and Protection of the Property; Inspections. Borrower will 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 must maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless Lender determines pursuant to Section 5 that repair or restoration is not economically feasible, Borrower will promptly repair the Property if damaged to avoid further deterioration or damage.

If insurance or condemnation proceeds are paid to Lender in connection with damage to, or the taking of, the Property, Borrower will 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower remains obligated to complete such repair or restoration.

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

8. Borrower's Loan Application. Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction 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, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.

(a) Protection of Lender's Interest. If: (i) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (ii) there is a legal proceeding or government order 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 that has priority or may attain priority over this Security

Exhibit "12"

Instrument, or to enforce laws or regulations); or (iii) Lender reasonably believes that 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/or 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 may include, but are not limited to: (I) paying any sums secured by a lien that has priority or may attain priority over this Security Instrument; (II) appearing in court; and (III) paying: (A) reasonable attorneys' fees and costs; (B) property inspection and valuation fees; and (C) other fees incurred for the purpose of protecting Lender's 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, exterior and interior inspections of the Property, entering the Property to make repairs, changing locks, replacing or boarding up doors and windows, draining water from pipes, eliminating building or other code violations or dangerous conditions, and having utilities turned on or off. Although Lender may take action under this Section 9, Lender is not required to do so and is not under any duty or obligation to do so. Lender will not be liable for not taking any or all actions authorized under this Section 9.

(b) Avoiding Foreclosure; Mitigating Losses. If Borrower is in Default, Lender may work with Borrower to avoid foreclosure and/or mitigate Lender's potential losses, but is not obligated to do so unless required by Applicable Law. Lender may take reasonable actions to evaluate Borrower for available alternatives to foreclosure, including, but not limited to, obtaining credit reports, title reports, title insurance, property valuations, subordination agreements, and third-party approvals. Borrower authorizes and consents to these actions. Any costs associated with such loss mitigation activities may be paid by Lender and recovered from Borrower as described below in Section 9(c), unless prohibited by Applicable Law.

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

(d) Leasehold Terms. If this Security Instrument is on a leasehold, Borrower will comply with all the provisions of the lease. Borrower will not surrender the leasehold estate and interests conveyed, or terminate or cancel the ground lease. Borrower will not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title will not merge unless Lender agrees to the merger in writing.

10. Assignment of Rents.

(a) Assignment of Rents. If the Property is leased to, used by, or occupied by a third party ("Tenant"), Borrower is unconditionally assigning and transferring to Lender any Rents, regardless of to whom the Rents are payable. This assignment of Rents constitutes a perfected, absolute and present assignment. Lender grants to Borrower a license to collect, but not prior to accrual, and retain the Rents; however, upon the occurrence and during the continuance of an event of Default, Borrower's license to collect and retain the Rents will immediately terminate. Under this license, Borrower will receive the Rents until (i) Lender has given Borrower notice of Default pursuant to Section 26, and (ii) Lender has given notice to the Tenant that the Rents are to be paid to Lender. This Section 10 constitutes an absolute assignment and not an assignment for additional security only.

(b) Notice of Default. If Lender gives notice of Default to Borrower, all of the following will apply, unless prohibited by Applicable Law: (i) all Rents received by Borrower must be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender will be entitled to collect and receive all of the Rents; (iii) Borrower agrees to instruct each Tenant that Tenant is to pay all Rents due and unpaid to Lender upon Lender's written demand to the Tenant; (iv) Borrower will ensure that each Tenant pays all Rents due to Lender and will take whatever action is necessary to collect such Rents if not paid to Lender; (v) unless Applicable Law provides otherwise, all Rents collected by Lender will be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, reasonable attorneys' fees and costs, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes,

assessments, and other charges on the Property, and then to any other sums secured by this Security Instrument; (vi) Lender, or any judicially appointed receiver, will be liable to account for only those Rents actually received; and (vii) Lender will be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

(c) Funds Paid by Lender. If the Rents are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds paid by Lender for such purposes will become indebtedness of Borrower to Lender secured by this Security Instrument pursuant to Section 9.

(d) Limitation on Collection of Rents. Borrower may not collect any of the Rents more than one month in advance of the time when the Rents become due, except for security or similar deposits.

(e) No Other Assignment of Rents. Borrower represents, warrants, covenants, and agrees that Borrower has not signed any prior assignment of the Rents, will not make any further assignment of the Rents, and has not performed, and will not perform, any act that could prevent Lender from exercising its rights under this Security Instrument.

(f) Control and Maintenance of the Property. Unless required by Applicable Law, Lender, or a receiver appointed under Applicable Law, is not obligated to enter upon, take control of, or maintain the Property before or after giving notice of Default to Borrower. However, Lender, or a receiver appointed under Applicable Law, may do so at any time when Borrower is in Default, subject to Applicable Law.

(g) Additional Provisions. Any application of the Rents will not cure or waive any Default or invalidate any other right or remedy of Lender. This Section 10 does not relieve Borrower of Borrower's obligations under Section 6.

This Section 10 will terminate when all the sums secured by this Security Instrument are paid in full.

11. Mortgage Insurance.

(a) Payment of Premiums; Substitution of Policy; Loss Reserve; Protection of Lender. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower will pay the premiums required to maintain the Mortgage Insurance in effect. If Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, and (i) the Mortgage Insurance coverage required by Lender ceases for any reason to be available from the mortgage insurer that previously provided such insurance, or (ii) Lender determines in its sole discretion that such mortgage insurer is no longer eligible to provide the Mortgage Insurance coverage required by Lender, Borrower will 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 will 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 will be non-refundable, even when the Loan is paid in full, and Lender will not be required to pay Borrower any interest or earnings on such loss reserve, unless required by Applicable Law.

Lender will 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 will 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 11 affects Borrower's obligation to pay interest at the Note rate.

(b) Mortgage Insurance Agreements. Mortgage Insurance reimburses Lender for certain losses Lender may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy or coverage.

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 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, 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. Any such agreements will not: (i) affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan; (ii) increase the amount Borrower will owe for Mortgage Insurance; (iii) entitle Borrower to any refund; or (iv) affect the rights Borrower has, if any, with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 (12 U.S.C. § 4901 *et seq.*), as it may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter ("HPA"). These rights under the HPA may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

12. Assignment and Application of Miscellaneous Proceeds; Forfeiture.

(a) Assignment of Miscellaneous Proceeds. Borrower is unconditionally assigning the right to receive all Miscellaneous Proceeds to Lender and agrees that such amounts will be paid to Lender.

(b) Application of Miscellaneous Proceeds upon Damage to Property. If the Property is damaged, any Miscellaneous Proceeds will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and Lender's security will not be lessened by such restoration or repair. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, unless prohibited by Applicable Law, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds will be applied in the order that Partial Payments are applied in Section 2(b).

(c) Application of Miscellaneous Proceeds upon Condemnation, Destruction, or Loss in Value of the Property. In the event of a total taking, destruction, or loss in value of the Property, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, unless prohibited by Applicable Law, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property (each, a "Partial Devaluation") where the fair market value of the Property immediately before the Partial Devaluation is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the Partial Devaluation, a percentage of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, unless prohibited by Applicable Law, or unless Borrower and Lender otherwise agree in writing. The amount of the Miscellaneous

Proceeds that will be so applied is determined by multiplying the total amount of the Miscellaneous Proceeds by a percentage calculated by taking (i) the total amount of the sums secured immediately before the Partial Devaluation, and dividing it by (ii) the fair market value of the Property immediately before the Partial Devaluation. Any balance of the Miscellaneous Proceeds will be paid to Borrower.

In the event of a Partial Devaluation where the fair market value of the Property immediately before the Partial Devaluation is less than the amount of the sums secured immediately before the Partial Devaluation, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not the sums are then due, unless Borrower and Lender otherwise agree in writing.

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

(e) Proceeding Affecting Lender's Interest in the Property. Borrower will be in Default if any action or proceeding begins, whether civil or criminal, 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, unless prohibited by Applicable Law. Borrower can cure such a Default and, if acceleration has occurred, reinstate as provided in Section 20, 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. Borrower is unconditionally assigning to Lender the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property, which proceeds will be paid to Lender. All Miscellaneous Proceeds that are not applied to restoration or repair of the Property will be applied in the order that Partial Payments are applied in Section 2(b).

13. Borrower Not Released; Forbearance by Lender Not a Waiver. Borrower or any Successor in Interest of Borrower will not be released from liability under this Security Instrument if Lender extends the time for payment or modifies the amortization of the sums secured by this Security Instrument. Lender will 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, will not be a waiver of, or preclude the exercise of, any right or remedy by Lender.

14. Joint and Several Liability; Signatories; Successors and Assigns Bound. Borrower's obligations and liability under this Security Instrument will be joint and several. However, any Borrower who signs this Security Instrument but does not sign the Note: (a) signs this Security Instrument to mortgage, grant, and convey such Borrower's interest in the Property under the terms of this Security Instrument; (b) signs this Security Instrument to waive any applicable inchoate rights and any available homestead exemptions, unless prohibited by Applicable Law; (c) signs this Security Instrument to assign any Miscellaneous Proceeds, Rents, or other earnings from the Property to Lender; (d) is not personally obligated to pay the sums due under the Note or this Security Instrument; and (e) agrees that Lender and any other Borrower can agree to extend, modify, forbear, or make any accommodations with regard to the terms of the Note or this Security Instrument without such Borrower's consent and without affecting such Borrower's obligations under this Security Instrument.

Subject to the provisions of Section 19, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, will obtain all of Borrower's rights, obligations, and benefits under this Security Instrument. Borrower will not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing.

15. Loan Charges.

(a) Tax and Flood Determination Fees. Lender may require Borrower to pay (i) a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan, and (ii) 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 that reasonably might affect such determination or certification. Borrower will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency, or any successor agency, at any time during the Loan term, in connection with any flood zone determinations.

(b) Default Charges. If permitted under Applicable Law, Lender may charge Borrower fees for services performed in connection with Borrower's Default to protect Lender's interest in the Property and rights under this Security Instrument, including: (i) reasonable attorneys' fees and costs; (ii) property inspection, valuation, mediation, and loss mitigation fees; and (iii) other related fees.

(c) Permissibility of Fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower should 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.

(d) Savings Clause. If Applicable Law 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 (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) 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). To the extent permitted by Applicable Law, 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.

16. Notices; Borrower's Physical Address. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.

(a) Notices to Borrower. Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when (i) mailed by first class mail, or (ii) actually delivered to Borrower's Notice Address (as defined in Section 16(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 16(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any notice to Borrower required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(b) Electronic Notice to Borrower. Unless another delivery method is required by Applicable Law, Lender may provide notice to Borrower by e-mail or other electronic communication ("Electronic Communication") if: (i) agreed to by Lender and Borrower in writing; (ii) Borrower has provided Lender with Borrower's e-mail or other electronic address ("Electronic Address"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non-Electronic Communication instead of by Electronic Communication; and (iv) Lender otherwise complies with Applicable Law. Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Borrower when sent unless Lender becomes aware that such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of such agreement.

(c) Borrower's Notice Address. The address to which Lender will send Borrower notice ("Notice Address") will be the Property Address unless Borrower has designated a different address by written notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an

Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.

(d) Notices to Lender. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address (including an Electronic Address) by notice to Borrower. Any notice in connection with this Security Instrument will be deemed to have been given to Lender only when actually received by Lender at Lender's designated address (which may include an Electronic Address). If any notice to Lender required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(e) Borrower's Physical Address. In addition to the designated Notice Address, Borrower will provide Lender with the address where Borrower physically resides, if different from the Property Address, and notify Lender whenever this address changes.

17. Governing Law; Severability; Rules of Construction. This Security Instrument is governed by federal law and the law of the State of California. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. If any provision of this Security Instrument or the Note conflicts with Applicable Law (i) such conflict will not affect other provisions of this Security Instrument or the Note that can be given effect without the conflicting provision, and (ii) such conflicting provision, to the extent possible, will be considered modified to comply with Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence should not be construed as a prohibition against agreement by contract. Any action required under this Security Instrument to be made in accordance with Applicable Law is to be made in accordance with the Applicable Law in effect at the time the action is undertaken.

As used in this Security Instrument: (a) words in the singular will mean and include the plural and vice versa; (b) the word "may" gives sole discretion without any obligation to take any action; (c) any reference to "Section" in this document refers to Sections contained in this Security Instrument unless otherwise noted; and (d) the headings and captions are inserted for convenience of reference and do not define, limit, or describe the scope or intent of this Security Instrument or any particular Section, paragraph, or provision.

18. Borrower's Copy. One Borrower will be given one copy of the Note and of this Security Instrument.

19. Transfer of the Property or a Beneficial Interest in Borrower. For purposes of this Section 19 only, "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 to a purchaser at a future date.

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, Lender will not exercise this option if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's Interest in the Property and/or rights under this Security Instrument.

20. Borrower's Right to Reinstate the Loan after Acceleration. If Borrower meets certain conditions, Borrower will have the right to reinstate the Loan and have enforcement of this Security Instrument discontinued at any time up to the later of (a) five days before any foreclosure sale of the Property, or (b) such other period as

Applicable Law might specify for the termination of Borrower's right to reinstate. This right to reinstate will not apply in the case of acceleration under Section 19.

To reinstate the Loan, Borrower must satisfy all of the following conditions: (aa) pay Lender all sums that then would be due under this Security Instrument and the Note as if no acceleration had occurred; (bb) cure any Default of any other covenants or agreements under this Security Instrument or the Note; (cc) pay all expenses incurred in enforcing this Security Instrument or the Note, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument or the Note; and (dd) take such action as Lender may reasonably require to assure that Lender's interest in the Property and/or rights under this Security Instrument or the Note, and Borrower's obligation to pay the sums secured by this Security Instrument or the Note, will continue unchanged.

Lender may require that Borrower pay such reinstatement sums and expenses in one or more ofthe following forms, as selected by Lender: (aaa) cash; (bbb) money order; (ccc) 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 U.S. federal agency, instrumentality, or entity; or (ddd) Electronic Fund Transfer. Upon Borrower's reinstatement of the Loan, this Security Instrument and obligations secured by this Security Instrument will remain fully effective as if no acceleration had occurred.

21. Sale of Note. The Note or a partial interest in the Note, together with this Security Instrument, may be sold or otherwise transferred one or more times. Upon such a sale or other transfer, all of Lender's rights and obligations under this Security Instrument will convey to Lender's successors and assigns.

22. Loan Servicer. Lender may take any action permitted under this Security Instrument through the Loan Servicer or another authorized representative, such as a sub-servicer. Borrower understands that the Loan Servicer or other authorized representative of Lender has the right and authority to take any such action.

The Loan Servicer may change one or more times during the term of the Note. The Loan Servicer may or may not be the holder of the Note. The Loan Servicer has the right and authority to: (a) collect Periodic Payments and any other amounts due under the Note and this Security Instrument; (b) perform any other mortgage loan servicing obligations; and (c) exercise any rights under the Note, this Security Instrument, and Applicable Law on behalf of Lender. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made, and any other information RESPA requires in connection with a notice of transfer of servicing.

23. Notice of Grievance. Until Borrower or Lender has notified the other party (in accordance with Section 16) of an alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action, neither Borrower nor Lender may commence, join, or be joined to any judicial action (either as an individual litigant or a member of a class) that (a) arises from the other party's actions pursuant to this Security Instrument or the Note, or (b) alleges that the other party has breached any provision of this Security Instrument or the Note. If Applicable Law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 23. The notice of Default given to Borrower pursuant to Section 26(a) and the notice of acceleration given to Borrower pursuant to Section 19 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 23.

24. Hazardous Substances.

(a) Definitions. As used in this Section 24: (i) "Environmental Law" means any Applicable Laws where the Property is located that relate to health, safety, or environmental protection; (ii) "Hazardous Substances" include (A) those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law, and (B) the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, corrosive materials or agents, and radioactive materials; (iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (iv) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

(b) Restrictions on Use of Hazardous Substances. Borrower will 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 will not do, nor allow anyone else to do, anything affecting the Property that: (i) violates Environmental Law; (ii) creates an Environmental Condition; or (iii) due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects or could adversely affect the value of the Property. The preceding two sentences will 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).

(c) Notices; Remedial Actions. Borrower will promptly give Lender written notice of: (i) 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; (ii) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (iii) any condition caused by the presence, use, or release of a Hazardous Substance that 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 will promptly take all necessary remedial actions in accordance with Environmental Law. Nothing in this Security Instrument will create any obligation on Lender for an Environmental Cleanup.

25. Electronic Note Signed with Borrower's Electronic Signature. If the Note evidencing the debt for this Loan is electronic, Borrower acknowledges and represents to Lender that Borrower: (a) expressly consented and intended to sign the electronic Note using an Electronic Signature adopted by Borrower ("Borrower's Electronic Signature") instead of signing a paper Note with Borrower's written pen and ink signature; (b) did not withdraw Borrower's express consent to sign the electronic Note using Borrower's Electronic Signature; (c) understood that by signing the electronic Note using Borrower's Electronic Signature, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms; and (d) signed the electronic Note with Borrower's Electronic Signature with the intent and understanding that by doing so, Borrower promised to pay the debt evidenced by the electronic Note in accordance with its terms.

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

26. Acceleration; Remedies.

(a) Notice of Default. Lender will give a notice of Default to Borrower prior to acceleration following Borrower's Default, except that such notice of Default will not be sent when Lender exercises its right under Section 19 unless Applicable Law provides otherwise. The notice will specify, in addition to any other information required by Applicable Law: (i) the Default; (ii) the action required to cure the Default; (iii) a date, not less than 30 days (or as otherwise specified by Applicable Law) from the date the notice is given to Borrower, by which the Default must be cured; (iv) 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; (v) Borrower's right to reinstate after acceleration; and (vi) Borrower's right to bring a court action to deny the existence of a Default or to assert any other defense of Borrower to acceleration and sale.

(b) Acceleration; Power of Sale; Expenses. If the Default is not cured on or before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 26, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.

(c) Notice of Sale; Sale of Property. If Lender invokes the power of sale, Lender will 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 will cause this notice to be recorded in each county in which any part of the Property is located.

Lender or Trustee will mail copies of the notice as prescribed by Applicable Law to Borrower and to the other required recipients. Trustee will give public notice of sale to the persons and in the manner prescribed by Applicable Law. At a time permitted by, and in accordance with Applicable Law, Trustee, without further demand on Borrower, will 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. Unless prohibited by Applicable Law, 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.

(d) Trustee's Deed; Proceeds of Sale. Trustee will deliver to the purchaser a Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed will be prima facie or conclusive evidence of the truth of the statements made in that deed, in accordance with Section 2924(c) of the Civil Code of California. Trustee will apply the proceeds of the sale in the following order: (i) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (ii) to all sums secured by this Security Instrument; and (iii) any excess to the person or persons legally entitled to it.

27. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender will request Trustee to reconvey the Property and will surrender this Security Instrument and all Notes evidencing the debt secured by this Security Instrument to Trustee. Upon such request, Trustee will reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

28. Substitute Trustee. Lender may, from time to time appoint a successor trustee to any Trustee appointed under this Security Instrument 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 will contain the name of the original Lender, Trustee, and Borrower, the instrument number or 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 will succeed to all the rights, title, power, and duties conferred upon Trustee in this Security Instrument and by Applicable Law. This procedure for substitution of trustee will govern to the exclusion of all other provisions for substitution.

29. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

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

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to Borrower's Notice Address.

_________________________ (Seal)
FERNANDO S. COMPETENTE -Borrower

_________________________ (Seal)
ENEDINA S. COMPETENTE -Borrower

____
Witness

____
Witness

Exhibit "12"

[Space Below This Line For 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 SAN FRANCISCO)

On 11/5/25 before me, Michael Lum, Notary Public
Date Here Insert Name and Title of the Notarizing Officer

personally appeared FERNANDO S. COMPETENTE AND ENEDINA S. COMPETENTE

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

Notary Seal

MICHAEL LUM
Notary Public - California
San Francisco County
Commission # 2512697
My Comm. Expires Feb 21, 2029

Exhibit "12"

EXHIBIT A

The land referred to herein below is situated in the County of San Francisco, State of California and is described as follows:

Beginning at a point on the Northerly line of 23rd Street, distant thereon 75 feet Easterly from the Easterly line Kansas Street running thence Easterly along said line of 23rd Street 25 feet; thence at a right angle Northerly 100 feet; thence at a right angle Westerly 25 feet; and thence at a right angle Southerly 100 feet to the point of beginning.

Being a portion of Potrero Nuevo Block No. 145, in the City of San Francisco, County of San Francisco, State of California.

APN: 27-4158 -033-01

Loan Number:

2216-2220 23RD STREET
APN: 27-4158 -033-01

1-4 FAMILY RIDER

THIS 1-4 FAMILY RIDER is made this 3rd day of November, 2025 , and is incorporated into and amends and supplements the Mortgage, Mortgage Deed, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to ALLSTATE LENDING GROUP, INC, A CALIFORNIA CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

2216-2220 23RD STREET, SAN FRANCISCO, CALIFORNIA 94107

[Property Address]

1-4 FAMILY COVENANTS. In addition to the representations, warranties, covenants, and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or later attached to the Property, to the extent they are fixtures, are added to the Property description, and will also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or later located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling, and attached floor coverings, all of which, including replacements and additions, will be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower will not seek, agree to, or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower will comply with all laws, ordinances, regulations, and requirements of any governmental body applicable to the Property.

C. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

D. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower will assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender will have the right to modify, extend, or terminate the existing leases and to execute new leases, in Lender's sole

Exhibit "12"

discretion. As used in this paragraph D the word "lease" will mean "sublease" if the Security Instrument is on a leasehold.

E. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement related to the Property in which Lender has an interest will be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

_______________________(Seal)
FERNANDO S. COMPETENTE -Borrower

_______________________(Seal)
ENEDINA S. COMPETENTE -Borrower

2216-2220 23RD STREET
APN: 27-4158 -033-01

[Space Above This Line For Recording Data]

Loan Number

BALLOON RIDER

THIS BALLOON RIDER is made this 3rd day of November 2025, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note (the "Note") to ALLSTATE LENDING GROUP, INC, A CALIFORNIA CORPORATION
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

2216-2220 23RD STREET, SAN FRANCISCO, CALIFORNIA 94107

[Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

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

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

_______________________(Seal)
FERNANDO S. COMPETENTE -Borrower

_______________________(Seal)
ENEDINA S. COMPETENTE -Borrower

Exhibit "12"

Recording requested by:

SOCAL TITLE COMPANY

Recording Requested By:
ALLSTATE LENDING GROUP, INC

And After Recording Return To:
ALLSTATE LENDING GROUP,
INC
2540 CORPORATE PLACE STE B108
MONTEREY PARK, CALIFORNIA 91754

2216-2220 23RD STREET
APN: 27-4158 -033-01

City and County of San Francisco
Joaquín Torres, Assessor-Recorder

Doc # 2025098130		Fees	$20.00
11/20/2025	3:17:41 PM	Taxes	$0.00
ES	Electronic	Other	$0.00
Pages 2	Title 004	SB2 Fees	$75.00
Customer	9083	Paid	$95.00

[Space Above This Line For Recording Data]

ASSIGNMENT OF DEED OF TRUST

Loan Number:

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to

CHRISTOPHER RAGONE AND STEPHANIE RAGONE, AS TRUSTEES OF THE RAGONE FAMILY TRUST DATED MAY 4, 2017, AS TO AN UNDIVIDED 11.2% INTEREST AND TRMY INC, A WYOMING CORPORATION, AS TO AN UNDIVIDED 48.6% INTEREST AND PETER GILMOUR, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AS TO AN UNDIVIDED 2.8% INTEREST AND ARON ABECASSIS, TRUSTEE OF THE ARON ABECASSIS REVOCABLE TRUST DATED APRIL 14, 2004, AS TO AN UNDIVIDED 27.9% INTEREST AND OFER TON, TRUSTEE OF THE TON TRUST DATED 4/28/00, AS TO AN UNDIVIDED 9.5% INTEREST

all beneficial interest under that certain Deed of Trust dated November 3, 2025
executed by FERNANDO S. COMPETENTE AND ENEDINA S. COMPETENTE, HUSBAND AND WIFE AS JOINT TENANTS 85% INTEREST, 163 SEVILLE STREET, SAN FRANCISCO, CALIFORNIA 94112

, Trustor,

to ALLSTATE LENDING GROUP SERVICING LLC
2540 CORPORATE PLACE, SUITE B108, MONTEREY PARK, CALIFORNIA 91754

, Trustee,

and recorded either:

☐ concurrently herewith; or
☒ on November 19, 2025 , as Instrument No. 2025-096912 in book ,
page , in the Official Records in the County Recorder's office of SAN FRANCISCO
County, CALIFORNIA , describing land therein as:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF 23RD STREET, DISTANT THEREON 75 FEET EASTERLY FROM THE EASTERLY LINE KANSAS STREET RUNNING THENCE EASTERLY ALONG SAID LINE OF 23RD STREET 25 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 100 FEET; THENCE AT A RIGHT ANGLE WESTERLY 25 FEET; AND THENCE AT A RIGHT ANGLE SOUTHERLY 100 FEET TO THE POINT OF BEGINNING.
BEING A PORTION OF POTRERO NUEVO BLOCK NO. 145, IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.
A.P.N.: 27-4158 -033-01

Exhibit "13"

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust. The original principal amount due under this note(s) is $ 895,000.00 .

ALLSTATE LENDING GROUP, INC, A
CALIFORNIA CORPORATION

By: ______________, CEO (Seal)

MICHAEL G. SCANNELL, CEO

[Space Below This Line For Acknowledgments]

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 LOS ANGELES)

On 11-13-25 before me, CRYSTAL REJON, NOTARY PUBLIC

personally appeared MICHAEL G. SCANNELL

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

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

WITNESS my hand and official seal.

CRYSTAL REJON
Notary Public - California
San Bernardino County
Commission # 2521233
My Comm. Expires Jun 20, 2029

NOTARY SEAL

NOTARY SIGNATURE

Crystal Rejon
(Typed Name of Notary)

MASTER LOAN SERVICING AGREEMENT

This Loan Servicing Agreement (the "Agreement") is dated 7/14/25 and is between Allstate Lending Group Servicing LLC and the lender or lenders whose signatures appear below and in counterparts to this Agreement (together, the "Lender" or "Lenders").

1. Scope. Lender retains Master Services as Lender's agent to employ commercially reasonable and prudent practices to collect all scheduled payments on the Loan identified above (the "Loan"), including the protection of the security for the Loan. Unless otherwise noted, the terms of this agreement will apply to all loans serviced by Master Servicer for the undersigned Lender.

2. Term and Termination. This Agreement shall begin when the escrow for the Loan closes or the date set forth above, whichever is later. It shall terminate when any of these events occur: (a) payment in full of the Loan and reconveyance of the deed(s) of trust securing the Loan; (b) 30 days written notice by Master Servicer to Lender and, unless Lender is in breach of this Agreement, the notice shall be accompanied by a written offer from another licensed and qualified real estate broker to service the Loan for Lender under the terms of this Agreement; (c) 30 days written notice by Lender to Master Servicer; or (d) unless paragraph 6 is checked, recordation of a trustee's deed following a foreclosure of the Loan. Prior to the effectiveness of any termination, Master Servicer shall deliver to Lender all of Lender's funds, an appropriate accounting and all necessary documentation. At termination, Lender shall immediately reimburse Master Servicer for any outstanding advances. Unless the Master Servicer is terminated by Lender For Cause, with "For Cause" defined as a breach of moral fortitude, i.e. embezzlement, fraud, etc., then subsequent to termination Master Servicer shall continue to receive all residual payments from Lender under the same economics and timing as if the termination had not been made.

3. Specific Loan Servicing Functions. Master Servicer shall: (a) issue payment coupons or monthly statements to the borrower directing Loan repayment to Master Servicer, (b) issue and execute payoff demands, beneficiary statements, reconveyances, substitutions of trustee and mortgage ratings, (c) demand, receive and collect all Loan payments, deposit them by the next business day into Master Servicer's trust account and pay them to Lender within 30 days of receipt (within 25 days if the Loan is a Multi-Lender Loan); (d) issue annual income tax statements to the borrower and Lender; (e) answer borrower inquiries, demands and requests; (f) grant appropriate payment deferrals, but not of the maturity of the Loan unless approved by Lender or the Majority in the case of a Multi-Lender Loan; (g) monitor the continued effectiveness and claims on any property insurance listed in the Loan escrow instructions; (h) request and receive notices of default on senior liens; (i) receive notices of property tax delinquencies; and (j) initiate and direct judicial or non-judicial foreclosure of the Loan, as Lender or the Majority deem appropriate, and communicate to the trustee or sheriff the amount of any credit bid. Master Servicer shall promptly communicate to Lender any material information about collection of the Loan and the source of non-borrower Loan payments. Master Servicer may produce a copy of this Agreement as evidence of its authority.

4. Protective Advances. Master Servicer may, in its absolute discretion, advance monies for Lender for protection of the collateral for a Loan, such as property taxes, insurance, foreclosure fees, fencing, and security guards. It shall be Lender's obligation to reimburse Master Servicer upon demand. The amount owed Master Servicer shall have priority over payment due Lender under the Loan. If the collateral for a Loan is acquired after foreclosures, it is the Lender's duty to pay or reimburse Master Servicer for any expenses necessary for the maintenance, repair, protection, improvement, completion of construction, marketing, operation and other expenses associated with ownership of the collateral. Master Servicer shall provide 10 days' written notice to Lender before exercising any of the above remedies.

5. Loan Documents. Master Servicer shall retain custody as agent for Lender of the original note and deed of trust for the Loan, unless otherwise specified in writing by Lender.

6. Compensation. For its services, Master Servicer shall be paid monthly; a servicing fee equal to ___1%_ per annum of the principal Loan balance from $50,000 to $500,000, .50% on loan balances from $501,000 to $1,000,000 and .50% on

balances over $1,000,000.; all fees for beneficiary statements and demands; 50 % of late charges; 0 % of all prepayment penalties paid; 0 % of any default interest.

7. Real Estate Owned. [ ] If this box is checked, Master Servicer is also Lender's agent to liquidate any real estate acquired by Lender in foreclosure of the Loan (the "Property"). Master Servicer's pre-foreclosure servicing fee shall continue as if the Loan was unpaid and Master Servicer shall be paid 0 % of any gain on the resale of any real estate owned. If Lender is the only Loan owner, Lender shall take title to the Property. Master Servicer shall: (a) arrange appropriate property insurance; (b) manage the Property, including arranging maintenance, tenant relations, repair and security; (c) arrange for the valuation and resale of the Property, including hiring a Realtor or Master Servicer, at customary commission rates, to list, show and sell the Property; and (d) accept reasonable offers on the Property, and execute all necessary and appropriate documentation to carry out the sale.

8. No Recourse. Lender acknowledges and agrees: (a) the sale of each Loan is without recourse, representation or warranty and the sale is "as is" except that Lender has valid title to the Loan; (b) Lender understands that Master Servicer does not guarantee Lender's investment and the investment involves multiple risks that Lender is aware of.

9. Arbitration. All disputes between the parties and/or the borrower, and their respective officers, directors, agents, employees and assignees, arising out of this Agreement or relating to the Loan, including, the arranging and servicing of the Loan and any services in connection with Property acquired, shall be determined by binding arbitration under the applicable rules of the American Arbitration Association with administration of the offices of AAA closest to Master Servicer's place of business. Judgment on the arbitrators' award may be entered in any court having jurisdiction. Lender acknowledges that by agreeing to arbitration, Lender is waiving Lender's right to have the dispute litigated in a court or jury trial, with rights of discovery, application of the rules of evidence and appeal.

LENDER:
Lender Vesting: The Aron Abecassis Revocable Trust dated 4/14/04
Lender Address: Van Nuys, CA 91401

Send Payments to:
Bank Name: Bank of America
Checking or Savings Account? Checking
Account Number:
Routing Number:

LENDERS SIGNATURE:

Aron Abecassis, trustee
NAME, TITLE

7/14/25
DATE

MASTER SERVICING SIGNATURE:

NAME, TITLE

DATE

ALLSTATE LENDING GROUP, INC.

January 21, 2026

VIA EMAIL

NOTICE TO LENDERS & INVESTORS OF ALLSTATE LENDING GROUP, INC.

Dear Valued Investors and Lenders:

As a 50% owner of Allstate Lending Group, Inc. (the "Company"), I am writing to formally disclose serious financial and accounting irregularities recently discovered within our organization and Allstate Lending Group Servicing, LLC ("ALGS"). ALGS is the entity that services our Company's investments and is 100% owned and operated by Michael Scannell.

I believe it is my fiduciary duty to provide you with full transparency regarding these issues and the aggressive steps we are taking to protect your interests.

A. NATURE OF THE IRREGULARITIES

Preliminary findings from recent communications with Mr. Scannell suggest several deeply concerning discrepancies:

1. **Misallocation of Funds Through ALGS:** An unknown amount of lender/investor funds appears to have been misappropriated through an ALGS bank account under Mr. Scannell's sole control.

2. **Undisclosed Loan Payoffs:** Evidence suggests that when certain loans were paid off by borrowers, the funds were directed into the ALGS account for unknown use rather than being distributed to the lenders/investors.

3. **Inaccurate Financial Reporting:** Reports provided by ALGS to the Company, as well as information provided by Mr. Scannell, may contain false information regarding the status of loans and our overall financial position.

B. POTENTIAL DISRUPTION OF PAYMENTS

Please be advised that recurring payments to investors and lenders may be temporarily suspended during this investigation. Because the bank account for ALGS is solely controlled by Michael Scannell, the Company does not currently have the authority to process distributions from that account. We are currently engaged in urgent legal and operational efforts to take control of that account to resume the proper flow of funds.

C. IMMEDIATE ACTIONS TAKEN

To secure the Company and protect your capital, I have already initiated the following:

1. **Removal of Personnel:** Mr. Scannell has been provided notice that he is immediately removed from the Company and no longer has physical access to Company files.

2. **Securing Company Office:** The locks were changed at the Company's offices at 2540 Corporate Place, B108, Monterey Park, CA 91754, ensuring that Mr. Scannell cannot gain access.

3. **Legal Counsel:** I have engaged an attorney to ensure we meet all regulatory and fiduciary obligations during this process.

4. **Forensic Audit:** We are retaining an independent forensic accounting firm to conduct a comprehensive audit of Company and ALGS records to verify the flow of funds and identify the full scope of these irregularities.

D. COMMITMENT TO LENDERS & INVESTORS

I want to assure you that, as a significant owner of the Company, my interests are aligned with yours. I am personally committed to addressing these issues thoroughly and transparently. We are working tirelessly to resolve these matters in the best interests of the Company and its lenders/investors.

We understand that this news may cause concern, and we are dedicated to restoring your confidence in the Company's financial reporting and controls. The steps we are taking are designed to strengthen the Company and position it for sustainable growth and success in the future.

E. NEXT STEPS AND COMMUNICATION

We are committed to resolving these issues with total transparency. Our next steps include:

1. **Investigation Update:** We anticipate providing a formal progress report within the next 30–45 days.

2. **Special Meeting:** The Company will hold a special lender/investor meeting via Zoom on February 4, 2026 at 4:00 p.m. – 5:00 p.m. PST to discuss these matters in detail. Details will follow in a separate email.

3. **Dedicated Support:** We have established a dedicated email address—irregularities@ allstatelg.com—for you to submit any questions or concerns.

F. CONCLUSION

While this situation is challenging, I remain confident in the fundamental strength of our business. My interests are fully aligned with yours, and I am working tirelessly to restore the integrity of our financial reporting and secure your investments.

Thank you for your continued patience and partnership.

Sincerely,

s/Kenneth Rubendall

Ken Rubendall
Allstate Lending Group, Inc.

GROBSTEIN
TEEPLE

February 4, 2026

VIA EMAIL

NOTICE TO LENDERS & INVESTORS OF ALLSTATE LENDING GROUP, INC.

Dear Investors and Lenders ("Investors/Lenders"):

This correspondence serves as a follow-up to correspondence of January 21, 2026, from Kenneth Rubendall ("Initial Correspondence") alleging financial and accounting irregularities[1] within Allstate Lending Group, Inc. (the "Corporation") and Allstate Lending Group Servicing, LLC (the "LLC"). We are writing to provide you with important updates regarding the retention of professionals to conduct an investigation and restructuring efforts, at the requests and concurrence of Michael Scannell and Kenneth Rubendall.

APPOINTMENT OF CHIEF RESTRUCTURING OFFICER

Effective immediately, the shareholders of the Corporation and member of the LLC have appointed Howard Grobstein as Chief Restructuring Officer ("CRO") of the Corporation and LLC, respectively. Mr. Grobstein is a principal of Grobstein Teeple LLP, a nationally recognized forensic accounting and restructuring advisory firm.

Mr. Grobstein brings decades of experience serving as a chief restructuring officer, receiver, and fiduciary in complex financial matters. He has been appointed by courts and boards of directors in numerous matters involving allegations of fraud, misappropriation of funds, and financial irregularities. His prior appointments include serving as CRO or receiver in cases involving failed financial institutions, real estate investment enterprises, and lending operations. Additional information regarding Mr. Grobstein's background and experience can be found at: https://www.gtllp.com/team/howard-grobstein/ .

Mr. Grobstein's qualifications in providing fiduciary and consulting services, including CRO services, were carefully reviewed and considered by the shareholders prior to his appointment.

///
///
///
///

[1] It is the CRO's understanding that the allegations in the Initial Correspondence were made without the benefit of a forensic accounting or financial review, both of which have now been authorized by the Shareholders of the Corporation and Member of the LLC for the CRO to conduct, as set forth herein.

RETENTION OF FORENSIC ACCOUNTANTS

Grobstein Teeple LLP has been engaged to serve as forensic accountants for both the Corporation and the LLC. The firm will provide forensic services including, but not limited to, review of corporate, financial, and loan documents, communications, and other relevant documents for each company.

Grobstein Teeple LLP will take possession of and secure all digital, electronic, and hard copy documents pertaining to the Corporation and the LLC.

Grobstein Teeple LLP is a prominent forensic accounting firm with offices throughout the United States. The firm specializes in complex financial investigations, fraud examinations, receivership services, and bankruptcy matters, bringing substantial expertise to the forensic analysis of Allstate's financial records.

RETENTION OF LEGAL COUNSEL

The CRO has retained Bienert Katzman Littrell Williams LLP ("BKLW") as counsel to both the Corporation and the LLC to advise and provide professional and analytical support to the CRO in carrying out his duties.

BKLW is led by Steve Katzman, who brings exceptional credentials to this engagement. Prior to founding his law firm, Mr. Katzman served as an Assistant United States Attorney in Major Frauds Unit for the Central District of California, where he prosecuted complex financial crimes, fraud schemes, and white-collar criminal matters.

Mr. Katzman also served as the United States Trustee, a position appointed by the Attorney General of the United States, in which capacity he oversaw the administration of bankruptcy cases and ensured the integrity of the bankruptcy system across five federal judicial districts.

His unique combination of federal prosecution experience, United States Trustee oversight responsibilities, and bankruptcy expertise makes him ideally suited to represent Allstate in this matter. Additional information regarding Mr. Katzman's background and experience can be found at: https://bklwlaw.com/attorneys/steven-katzman/.

CRO AUTHORITY AND IMMEDIATE ACTIONS

By way of board resolutions, the shareholders of the Corporation and the member of the LLC have granted full authority to the CRO to manage and control the business and affairs of the Corporation and LLC. The CRO, with the support of his professional team, will immediately undertake the following actions:

The CRO will: assume complete operational control and secure all books, records, bank accounts, and assets of Corporation and the LLC; direct Grobstein Teeple LLP to conduct a comprehensive forensic analysis of the financial records of the Corporation and the LLC to

determine the full scope of the alleged irregularities; evaluate each company's financial position, and develop a restructuring plan; and will determine the best course of action for each company and its Lenders/Investors.
While there have been several assertions made in the Initial Correspondence, it will be important for GT to conduct a thorough financial review at the direction of the CRO to determine exactly what transpired and what is the best course of action to maximize the returns to Lenders/Investors, as equitably, efficiently and expeditiously as possible.

The CRO will endeavor to keep Lenders/Investors updated on the status of this review and the proposed course of action.

TEMPORARY SUSPENSION OF PAYMENTS

As previously advised, recurring payments to investors and lenders have been temporarily suspended. Until further notice, the Corporation and LLC will not be making payments to lenders and investors pending completion of the CRO's review, forensic analysis, and determination of the appropriate course of action.

This suspension is necessary to preserve assets for the benefit of all stakeholders while the CRO and his professional team assess each company's true financial condition and develop a plan to address the irregularities.

We understand that this continued suspension of payments creates hardship, and we appreciate your patience as we work diligently to understand the full scope of the situation and to protect your interests.

ONGOING COMMUNICATION

The CRO will communicate with relevant parties, including Lenders/Investors, creditors, shareholders, and their counsel, and other parties as necessary. We remain committed to transparency and will provide updates as the investigation progresses.

However, given the recent appointment of the CRO and retention of his counsel and the need to focus on securing operations and conducting a forensic review, the previously announced lender/investor call scheduled for February 4, 2026, will not occur. Instead, the CRO will schedule a zoom meeting for next Monday, February 9, 2026 at 7:00 pm. A meeting notice will go out to everyone receiving this notice by Friday, February 6, 2026.

In the interim, if you have questions or concerns, please direct them to the following dedicated email address that the CRO and GT have specifically established for this matter: ***cro_allstate@gtllp.com***.

Thank you for your continued patience and understanding during this difficult time. The appointment of experienced professionals is a critical step towards securing Corporation and

LLC assets and determining the best path forward for all stakeholders. We are committed to acting in the best interests of lenders and investors and to restoring your confidence through our actions.

Sincerely,

____

Howard Grobstein Chief Restructuring Officer Allstate Lending Group, Inc. Allstate Lending Group Servicing, LLC

WRIGHT FINLAY & ZAK LLP
ATTORNEYS AT LAW

Main Office
4665 MacArthur Court, Suite 200
Newport Beach, CA 92660
Main Phone: (949) 477-5050
Email Fax: (949) 608-9142

www.wrightlegal.net

Email: olabarre@wrightlegal.net

February 10, 2026

SENT VIA OVERNIGHT DELIVERY & EMAIL

Kenneth Rubendall
Allstate Lending Group, Inc.
Allstate Lending Group Servicing, LLC
2540 Corporate Pl #B108
Monterey Park, CA 91754-7636
Krubendall@allstateg.com

Howard Grobstein, Chief Restructuring Officer
Allstate Lending Group, Inc.
Allstate Lending Group Servicing, LLC
6300 Canoga Avenue, Suite 1500W
Woodland Hills, California 91367
cro_allstate@gtllp.com

Re: *Notice of Termination*

Dear Mr. Rubendall and Mr. Grobstein,

This office represents investors ARON ABECASSIS, Trustee of the Aron Abecassis Revocable Trust Dated April 14, 2004, TRMY INC (and its principal Brett Friedman), JOY ROSEN, and JORDAN ROSEN, individually and as Trustee of the Ruby Red JR Revocable Trust Dated February 20, 2025 (“Investors”), the current plaintiffs in a civil lawsuit filed in the Los Angeles Superior Court on February 2, 2026, Case No. 26STCV03367, against Allstate Lending Group, Inc. (“ALG”) and Allstate Lending Group Servicing, LLC (“ALGS”) (the “Lawsuit”).

The Lawsuit is in the process of being amended to add additional liens and properties, and shall apply to at least sixteen (16) loans originated and sold by ALG, serviced by ALGS, with ALGS also acting as deed of trust trustee.

As it currently stands, our clients' liens relate to the following properties:

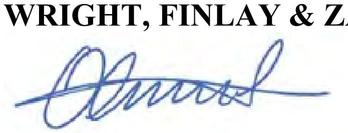
- 4825 Galendo Street, Woodland Hills, California 91364, having APN 2171-020-046;
- 600 Foothill Blvd, La Canada, California 91011, having APN 5814-028-009;
- 7509 Neenah St, Commerce, California 90040, having APN 6356-015-018;
- 4429 Triggs St., Los Angeles, California 90040, having APN 5241-017-005;
- 1414 S. Eastern Ave., Commerce, California 90040, having APN 5241-029-036;
- 1707 S. Bonnie Brae St., Los Angeles, California 90006, having APN 5135-010-009;
- 2216-2220 23rd St., San Francisco, California 94107, having APN 27-4158-033-01;
- 8801 Willis Ave #44, Panaroma City, California 91402, having APN 2653-026-044;
- 5064 Oakwood Ave., La Canada Flintridge, California 91011, having APN 5816-019-007;
- 13316 Arctic Circle, Santa Fe Springs, California 90670, having APN 7005-008-081;
- 2414 Sprowel Creek Rd., Garberville, California 95542, having APNs 222-111-022-000 and 222-111-023-000;
- 12832 Tonopah Street, Arleta, California 91331, having APN 2628-016-008;
- 1010 South Duncan Ave., Los Angeles, California 90022, having APN 5246-007-016;
- 23103 Leonora Dr., Woodland Hills, California 91367, having APN 2042-013-055;
- 764 Plymouth Road, San Marino, California 91108, having APN 5323-011-034; and
- 1254 Exposition Blvd., Los Angeles, California 90007, having APN 5037-013-007.

Pursuant to Section 2(c) of the Master Loan Servicing Agreement, written notice is hereby provided that ALG/ALGS's services as loan servicer and/or trustee are terminated thirty (30) days after the date of this letter. Please note this termination applies to all loans serviced by ALGS/ALG on behalf of our clients noted above, not just the 16 loans/properties designated herein. To that end, we demand that you immediately cease all loan servicing activity on any loan associated with our clients, whether it be as loan servicer or deed of trust trustee, and initiate the transfer of all documents and other necessary information to the new servicer, FCI Lender Services Inc., 8180 E Kaiser Blvd, Anaheim, CA 92808, Attention: Lucy Hernandez – Tel: (800) 931-2424 x 296; Email: lhernandez@myfci.com.

Thank you and please feel free to contact me with any questions.

Best regards,

WRIGHT, FINLAY & ZAK, LLP



Olivier J. Labarre, Esq.

After printing this label:
CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH
1. Fold the printed page along the horizontal line.
2. Place label in shipping pouch and affix it to your shipment.

ORIGIN ID:TWHA (949) 477-5050
BARBARA E. ESPINOZA
WRIGHT, FINLAY & ZAK, LLP
4665 MACARTHUR CT.
SUITE 200
NEWPORT BEACH, CA 92660
UNITED STATES US

SHIP DATE: 10FEB26
ACTWGT: 1.00 LB
CAD: 108190770/INET4535

BILL SENDER

TO **HOWARD GROBSTEIN**
ALLSTATE LENDING GROUP, INC.
6300 CANOGA AVENUE
SUITE 1500W
WOODLAND HILLS CA 91367
(949) 477-5050 REF: 252-20262908
INV:
PO: DEPT:

58KJ5/6067/484B

FedEx Express

E

J261026012001uv

WED - 11 FEB 5:00P
STANDARD OVERNIGHT

TRK# 0201 **8886 6819 0850**

91367
CA-US **BUR**

WZ SFRA

Exhibit "17"

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

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ORIGIN ID:TWHA (949) 477-5050
BARBARA E. ESPINOZA
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4665 MACARTHUR CT.
SUITE 200
NEWPORT BEACH, CA 92660
UNITED STATES US

SHIP DATE: 10FEB26
ACTWGT: 1.00 LB
CAD: 108190770/INET4535

BILL SENDER

TO **KENNETH RUBENDALL**
ALLSTATE LENDING GROUP, INC.
2540 CORPORATE PL
#B108
MONTEREY PARK CA 91754
(949) 477-5050 REF: 252-20262908
INV:
PO: DEPT:

58KJ5/6067/484B

FedEx Express

E

J261026012001uv

WED - 11 FEB 5:00P
STANDARD OVERNIGHT

TRK# 0201 **8886 6803 5935**

91754
CA-US BUR

WZ WHPA

Exhibit "17"

WRIGHT, FINLAY & ZAK, LLP
ARNOLD L. GRAFF, ESQ. (SBN 269170)
4665 MacArthur Court, Suite 200
Newport Beach, CA 92660
Telephone: (949) 477-5050
Facsimile: (949) 608-9142
agraff@wrightlegal.net
WFZ # 252-20262908.001

Attorney for Movant, ARON ABECASSIS, Trustee of the Aron Abecassis Revocable Trust Dated April 14, 2004

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES DIVISION

In re: ALLSTATE LENDING GROUP SERVICING LLC, Debtor-in-Possession.	Case No.: 2:26-bk-11879-NB Chapter: 11 Jointly Administered with: Case No. 2:26-bk-11882-NB **REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF MOTION FOR RELIEF FROM THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362(ACTION IN NONBANKRUPTCY FORUM)** **<u>HEARING</u>:** Date: April 21, 2026 Time: 1:00 pm Location: United States Bankruptcy Court 255 E. Temple Street Los Angeles, CA 90012 **Courtroom 1545**

TO THE HONORABLE COURT AND TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD, IF ANY:

PLEASE TAKE NOTICE that Movant, ARON ABECASSIS, Trustee of the Aron Abecassis Revocable Trust Dated April 14, 2004; TRMY INC; JOY ROSEN; and JORDAN ROSEN, individually and as Trustee of the Ruby Red JR Revocable Trust Dated February 20, 2025 (collectively, "Movant"), hereby requests, pursuant to *Evidence Code* §451 and 452, that the Court take judicial notice of the following documents:

1) The Complaint filed by Movant in Los Angeles Superior Court, in civil case number 26STCV03367 on February 2, 2026. A true and correct copy of the Complaint is attached as **Exhibit 1**

2) The First Amended Complaint filed by Movant in Los Angeles Superior Court, in civil case number 26STCV03367 on February 18, 2026. A true and correct copy of the First Amended Complaint is attached as **Exhibit 2**

3) The Notice of Stay of Proceeding filed by Debtors in Los Angeles Superior Court, in civil case number 26STCV03367 on February 27, 2026. A true and correct copy of the Notice of Stay of Proceeding is attached hereto as **Exhibit 3**.

4) The skeletal bankruptcy petition filed by ALLSTATE LENDING GROUP, INC. ("ALG") on February 27, 2026, in Bankruptcy Court for the Central District of California in case number 2:26-bk-11879-NB. A true and correct copy of ALG's skeletal petition which is attached as **Exhibit 4**.

5) The skeletal bankruptcy petition filed by ALLSTATE LENDING GROUP SERVICING LLC ("ALGS") on February 27, 2026, in Bankruptcy Court for the Central District of California (case number 2:26-bk-11882-NB. A true and correct copy of which is attached as **Exhibit 5**.

Evidence Code § 452(h) provides that a court may take judicial notice of "[f]acts and propositions that are not reasonably subject to dispute and are capable of immediate and accurate determination by resort to sources of reasonably indisputable accuracy." The Court "may take judicial notice of recorded deeds." *Evans v. California Trailer Court, Inc.* (1994) 28 Cal.App.4th 540, 549 (citing Maryland Casualty Co. v Reeder (1990) 221 Cal.App.3d 961, 977); See also *Poseidon Development, Inc. v. Woodland Lane Estates, LLC* (2007) 152

Cal.App.4th 1106, 1116 (trial court took judicial notice of various recorded documents related to the deed of trust securing the Note).

Respectfully submitted,
WRIGHT, FINLAY & ZAK, LLP

Dated: 3/26/2026

By: */s/ Arnold L. Graff*
Arnold L. Graff, Esq.
Attorneys for Movant, ARON ABECASSIS, Trustee of the Aron Abecassis Revocable Trust Dated April 14, 2004

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY STATE BAR NUMBER:
NAME: T. Robert Finlay, Esq. [SBN 167280]; Olivier J. Labarre, Esq. [SBN 264246]
FIRM NAME: WRIGHT, FINLAY & ZAK, LLP
STREET ADDRESS: 4665 MacArthur Court, Suite 200
CITY: Newport Beach STATE: CA ZIP CODE: 92660
TELEPHONE NO.: (949) 477-5050 FAX NO.: (949) 608-9142
EMAIL ADDRESS: olabarre@wrightlegal.net
ATTORNEY FOR (*name*): Plaintiff, ARON ABECASSIS, Trustee of the Aron Abecassis

FOR COURT USE ONLY

Electronically FILED by Superior Court of California, County of Los Angeles 2/02/2026 3:34 PM David W. Slayton, Executive Officer/Clerk of Court, By P. Rodriguez, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 111 North Hill Street
MAILING ADDRESS: 111 North Hill Street
CITY AND ZIP CODE: Los Angeles 90012
BRANCH NAME: Stanley Mosk Courthouse

CASE NAME:
ARON ABECASSIS, Trustee vs. ALLSTATE LENDING GROUP, INC.

CIVIL CASE COVER SHEET

[x] **Unlimited** (Amount demanded exceeds $35,000) [ ] **Limited** (Amount demanded is $35,000 or less)

Complex Case Designation

[ ] Counter [ ] Joinder

Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: 26STCV03367
JUDGE:
DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort
[ ] Auto (22)
[ ] Uninsured motorist (46)

Asbestos
[ ] Asbestos (04)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
[ ] Product liability (24)
[ ] Medical malpractice (45)
[ ] Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
[ ] Business tort/Unfair business practice (07)
[ ] Civil rights (08)
[ ] Defamation (13)
[ ] Fraud (16)
[ ] Intellectual property (19)
[ ] Professional negligence (25)
[ ] Other non-PI/PD/WD tort (35)

Employment
[ ] Wrongful termination (36)
[ ] Other employment (15)

Contract
[ ] Breach of contract/warranty (06)
[ ] Rule 3.740 collections (09)
[ ] Other collections (09)
[ ] Insurance coverage (18)
[ ] Other contract (37)

Real Property
[ ] Eminent domain/Inverse condemnation (14)
[ ] Wrongful eviction (33)
[x] Other real property (26)

Unlawful Detainer
[ ] Commercial (31)
[ ] Residential (32)
[ ] Drugs (38)

Judicial Review
[ ] Asset forfeiture (05)
[ ] Petition re arbitration award (11)
[ ] Writ of mandate (02)
[ ] Other judicial review (39)

Employment Development Department (EDD)
[ ] EDD decision review (48)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.404)
[ ] Antitrust/Trade regulation (03)
[ ] Construction defect (10)
[ ] Mass tort (40)
[ ] Securities litigation (28)
[ ] Environmental/Toxic tort (30)
[ ] Comprehensive groundwater adjudication (47)
[ ] Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
[ ] Enforcement of judgment (20)

Miscellaneous Civil Complaint
[ ] RICO (27)
[ ] Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
[ ] Partnership and corporate governance (21)
[ ] Other petition *(not specified above)* (43)

Exhibit "1"

CM-010

2. Is this case complex under rule 3.400 of the California Rules of Court? ☐ Yes ☒ No

   If the case is complex, mark the factors requiring exceptional judicial management:

   a. ☐ Large number of separately represented parties

   b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve

   c. ☐ Substantial amount of documentary evidence

   d. ☐ Large number of witnesses

   e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court

   f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought *(check all that apply):*

   a. ☐ monetary

   b. ☐ nonmonetary; declaratory or injunctive relief

   c. ☐ punitive

4. Number of causes of action *(specify):* 5 - Breach of Fiduciary Duty; Conversion; Quiet Title; Declaratory Relief; Accounting

5. Is this case a class action suit? ☐ Yes ☒ No

6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: February 2, 2026

Olivier J. Labarre
(TYPE OR PRINT NAME)

▶ [signature]
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 of the California Rules of Court or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on pages 1 and 2. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 of the California Rules of Court is defined as an action for recovery of money owed in a sum stated to be certain that is not more than $35,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

SEE PAGE 3 FOR INFORMATION PURPOSES ONLY.

CM-010

CASE TYPES AND EXAMPLES

Auto Tort
Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Asbestos
Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death

Other PI/PD/WD (Personal Injury/ Property Damage/Wrongful Death) Tort
Product Liability *(not asbestos or toxic/ environmental)* (24)
Medical Malpractice (45)
Medical Malpractice–Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort
Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not medical or legal)*
Other Non-PI/PD/WD Tort (35)

Employment
Wrongful Termination (36)
Other Employment (15)

Contract
Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract *(not unlawful detainer or wrongful eviction)*
Contract/Warranty Breach–Seller Plaintiff *(not fraud or negligence)*
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collections Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally complex)* (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property
Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent domain, landlord-tenant, or foreclosure)*

Unlawful Detainer
Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review
Asset Forfeiture (05)
Petition re Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court Case Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor Commissioner Appeals

Employment Development Department (EDD)
EDD Decision Review (48) *(if the case involves an Employment Development Department decision, check this item instead of Wrongful Termination or Other Employment)*

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Comprehensive Groundwater Adjudication (47)
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment
Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment *(non-domestic relations)*
Sister-State Judgment
Administrative Agency Award *(not unpaid taxes)*
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint
RICO (27)
Other Complaint *(not specified above)* (42)
Declaratory Relief Only Injunctive Relief Only *(non-harassment)*
Mechanic's Lien
Other Commercial Complaint Case *(non-tort/non-complex)*
Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition
Partnership and Corporate Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

Exhibit "1"

SHORT TITLE	CASE NUMBER
ARON ABECASSIS, Trustee vs. ALLSTATE LENDING GROUP, INC.	26STCV03367

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION

(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Courthouse Location (Column C)	
1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District.	7. Location where petitioner resides.
2. Permissive filing in Central District.	8. Location wherein defendant/respondent functions wholly.
3. Location where cause of action arose.	9. Location where one or more of the parties reside.
4. Location where bodily injury, death or damage occurred.	10. Location of Labor Commissioner Office.
5. Location where performance required, or defendant resides.	11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection).
6. Location of property or permanently garaged vehicle.	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Auto Tort	Auto (22)	☐ 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, 4
	Uninsured Motorist (46)	☐ 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Other Personal Injury/ Property Damage/ Wrongful Death (23)	☐ 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)	1, 4
		☐ 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)	1, 4
		☐ 2303 Intentional Infliction of Emotional Distress	1, 4
		☐ 2304 Other Personal Injury/Property Damage/Wrongful Death	1, 4
		☐ 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility	1, 4
		☐ 2306 Intentional Conduct – Sexual Abuse Case (in any form)	1, 4

Exhibit "1"

SHORT TITLE	CASE NUMBER
ARON ABECASSIS, Trustee vs. ALLSTATE LENDING GROUP, INC.	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
		☐ 2307 Construction Accidents	1, 4
		☐ 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Product Liability (24)	☐ 2401 Product Liability (not asbestos or toxic/ environmental)	1, 4
		☐ 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law)	1, 3, 5
	Medical Malpractice (45)	☐ 4501 Medical Malpractice – Physicians & Surgeons	1, 4
		☐ 4502 Other Professional Health Care Malpractice	1, 4
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	☐ 0701 Other Commercial/Business Tort (not fraud or breach of contract)	1, 2, 3
	Civil Rights (08)	☐ 0801 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	☐ 1301 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	☐ 1601 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	☐ 2501 Legal Malpractice	1, 2, 3
		☐ 2502 Other Professional Malpractice (not medical or legal)	1, 2, 3
	Other (35)	☐ 3501 Other Non-Personal Injury/Property Damage Tort	1, 2, 3
Employment	Wrongful Termination (36)	☐ 3601 Wrongful Termination	1, 2, 3
	Other Employment (15)	☐ 1501 Other Employment Complaint Case	1, 2, 3
		☐ 1502 Labor Commissioner Appeals	10
Contract	Breach of Contract / Warranty (06) (not insurance)	☐ 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		☐ 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence)	2, 5
		☐ 0603 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		☐ 0604 Other Breach of Contract/Warranty (no fraud/ negligence)	1, 2, 5
		☐ 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)	2, 5
	Collections (09)	☐ 0901 Collections Case – Seller Plaintiff	5, 6, 11
		☐ 0902 Other Promissory Note/Collections Case	5, 11
		☐ 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014)	5, 6, 11
		☐ 0904 Collections Case – COVID-19 Rental Debt	5, 11
	Insurance Coverage (18)	☐ 1801 Insurance Coverage (not complex)	1, 2, 5, 8

SHORT TITLE	CASE NUMBER
ARON ABECASSIS, Trustee vs. ALLSTATE LENDING GROUP, INC.	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Contract (Continued)	Other Contract (37)	☐ 3701 Contractual Fraud	1, 2, 3, 5
		☐ 3702 Tortious Interference	1, 2, 3, 5
		☐ 3703 Other Contract Dispute (not breach/insurance/fraud/ negligence)	1, 2, 3, 8, 9
Real Property	Eminent Domain/ Inverse Condemnation (14)	☐ 1401 Eminent Domain/Condemnation Number of Parcels __________	2, 6
	Wrongful Eviction (33)	☐ 3301 Wrongful Eviction Case	2, 6
	Other Real Property (26)	☐ 2601 Mortgage Foreclosure	2, 6
		☐ 2602 Quiet Title	2, 6
		☑ 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6
Unlawful Detainer	Unlawful Detainer – Commercial (31)	☐ 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Residential (32)	☐ 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Post Foreclosure (34)	☐ 3401 Unlawful Detainer – Post Foreclosure	2, 6, 11
	Unlawful Detainer – Drugs (38)	☐ 3801 Unlawful Detainer – Drugs	2, 6, 11
Judicial Review	Asset Forfeiture (05)	☐ 0501 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	☐ 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	☐ 0201 Writ – Administrative Mandamus	2, 8
		☐ 0202 Writ – Mandamus on Limited Court Case Matter	2
		☐ 0203 Writ – Other Limited Court Case Review	2
	Other Judicial Review (39)	☐ 3901 Other Writ/Judicial Review	2, 8
		☐ 3902 Administrative Hearing	2, 8
		☐ 3903 Parking Appeal	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	☐ 0301 Antitrust/Trade Regulation	1, 2, 8
	Asbestos (04)	☐ 0401 Asbestos Property Damage	1, 11
		☐ 0402 Asbestos Personal Injury/Wrongful Death	1, 11

SHORT TITLE	CASE NUMBER
ARON ABECASSIS, Trustee vs. ALLSTATE LENDING GROUP, INC.	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Provisionally Complex Litigation (Continued)	Construction Defect (10)	☐ 1001 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	☐ 4001 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	☐ 2801 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	☐ 3001 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	☐ 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	☐ 2001 Sister State Judgment	2, 5, 11
		☐ 2002 Abstract of Judgment	2, 6
		☐ 2004 Administrative Agency Award (not unpaid taxes)	2, 8
		☐ 2005 Petition/Certificate for Entry of Judgment Unpaid Tax	2, 8
		☐ 2006 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	☐ 2701 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (not specified above) (42)	☐ 4201 Declaratory Relief Only	1, 2, 8
		☐ 4202 Injunctive Relief Only (not domestic/harassment)	2, 8
		☐ 4203 Other Commercial Complaint Case (non-tort/noncomplex)	1, 2, 8
		☐ 4204 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	☐ 2101 Partnership and Corporation Governance Case	2, 8
	Other Petitions (not specified above) (43)	☐ 4301 Civil Harassment with Damages	2, 3, 9
		☐ 4302 Workplace Harassment with Damages	2, 3, 9
		☐ 4303 Elder/Dependent Adult Abuse Case with Damages	2, 3, 9
		☐ 4304 Election Contest	2
		☐ 4305 Petition for Change of Name/Change of Gender	2, 7
		☐ 4306 Petition for Relief from Late Claim Law	2, 3, 8
		☐ 4307 Other Civil Petition	2, 9

Exhibit "1"

SHORT TITLE ARON ABECASSIS, Trustee vs. ALLSTATE LENDING GROUP, INC.	CASE NUMBER

Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases.)

REASON: ☐ 1. ☑ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐ 11			ADDRESS: 2540 Corporate Place, Suite B108
CITY: Monterey Park	STATE: CA	ZIP CODE: 91754	

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: 02/02/2026

(SIGNATURE OF ATTORNEY/FILING PARTY

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (01/23).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.

SUM-100

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

Electronically FILED by Superior Court of California, County of Los Angeles 2/02/2026 3:34 PM David W. Slayton, Executive Officer/Clerk of Court, By P. Rodriguez, Deputy Clerk

NOTICE TO DEFENDANT
(AVISO AL DEMANDADO):
ALLSTATE LENDING GROUP, INC., a California Corporation; ALLSTATE LENDING GROUP SERVICING LLC, a California limited liability company; Additional Parties; see attachment.

YOU ARE BEING SUED BY PLAINTIFF
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
ARON ABECASSIS, Trustee of the Aron Abecassis Revocable Trust Dated April 14, 2004; TRMY INC; JAMES M. GILMOUR; DONNA D. GILMOUR; Additional Parties; see attachment.

NOTICE You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! *Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Los Angeles County Superior Court
111 North Hill Street, Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):
26STCV03367

David W. Slayton, Executive Officer/Clerk of Court

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
T. Robert, Finlay, SBN 167280; Olivier J. Labarre 264246 /4665 MacArthur Court, Ste. 200, Newport Beach, CA 92660

DATE: *(Fecha)* 02/02/2026 Clerk, by *(Secretario)* P. Rodriguez, Deputy *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

[SEAL]

NOTICE TO THE PERSON SERVED You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify):*
3. ☐ on behalf of *(specify):*

under:
- ☐ CCP 416.10 (corporation)
- ☐ CCP 416.20 (defunct corporation)
- ☐ CCP 416.40 (association or partnership)
- ☐ CCP 416.60 (minor)
- ☐ CCP 416.70 (conservatee)
- ☐ CCP 416.90 (authori ed person)
- ☐ other *(specify):*

4. ☐ by personal delivery on *(date)*:

Exhibit "1"

SUM- 00(A)

SHORT TITLE: ARON ABECASSIS vs. ALLSTATE LENDING GROUP, INC	CASE NUMBER: 26STCV03367

INSTRUCTIONS FOR USE

→ This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.

→ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties *(C U r r r)*:

☐ Plaintiff ☒ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

ALL PERSONS UNKNOWN, CLAIMING ANY LEGAL OR EQUITABLE RIGHT, TITLE, ESTATE, LIEN, OR INTEREST IN THE PROPERTY DESCRIBED IN THE COMPLAINT ADVERSE TO PLAINTIFF'S TITLE, OR ANY CLOUD UPON PLAINTIFF'S TITLE THERETO and DOES 1-10, inclusive,

Form Adopted for Mandatory Use
Judicial Council of California
SUM-200(A) [Rev. January 1, 2007]

ADDITIONAL PARTIES ATTACHMENT
Attachment to Summons

Exhibit "1"

SUM- 00(A)

SHORT TITLE: ARON ABECASSIS vs. ALLSTATE LENDING GROUP, INC	CASE NUMBER: 26STCV03367

INSTRUCTIONS FOR USE

→ This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.

→ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties ***(C U r r r)***:

[x] Plaintiff [ ] Defendant [ ] Cross-Complainant [ ] Cross-Defendant

JOY ROSEN; JORDAN ROSEN, individually and as Trustee of the Ruby Red JR Revocable Trust Dated February 20, 2025,

Page 1 of 1

Form Adopted for Mandatory Use
Judicial Council of California
SUM-200(A) [Rev. January 1, 2007]

ADDITIONAL PARTIES ATTACHMENT
Attachment to Summons

Exhibit "1"

Electronically FILED by Superior Court of California, County of Los Angeles
2/02/2026 3:34 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By P. Rodriguez, Deputy Clerk

WRIGHT, FINLAY & ZAK, LLP
T. Robert Finlay, Esq. [SBN 167280]
tfinlay@wrightlegal.net
Olivier J. Labarre, Esq. [SBN 264246]
olabarre@wrightlegal.net
4665 MacArthur Court, Suite 200
Newport Beach, CA 92660
Tel: (949) 477-5050; Fax: (949) 608-9142

Attorney for Plaintiffs ARON ABECASSIS, Trustee of the Aron Abecassis Revocable Trust Dated April 14, 2004; TRMY INC; JAMES M. GILMOUR; DONNA D. GILMOUR; JOY ROSEN; and JORDAN ROSEN, individually and as Trustee of the Ruby Red JR Revocable Trust Dated February 20, 2025

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

ARON ABECASSIS, Trustee of the Aron Abecassis Revocable Trust Dated April 14, 2004; TRMY INC; JAMES M. GILMOUR; DONNA D. GILMOUR; JOY ROSEN; JORDAN ROSEN, individually and as Trustee of the Ruby Red JR Revocable Trust Dated February 20, 2025, Plaintiffs, v. ALLSTATE LENDING GROUP, INC., a California Corporation; ALLSTATE LENDING GROUP SERVICING LLC, a California limited liability company; ALL PERSONS UNKNOWN, CLAIMING ANY LEGAL OR EQUITABLE RIGHT, TITLE, ESTATE, LIEN, OR INTEREST IN THE PROPERTY DESCRIBED IN THE COMPLAINT ADVERSE TO PLAINTIFF'S TITLE, OR ANY CLOUD UPON PLAINTIFF'S TITLE THERETO and DOES 1-10, inclusive, Defendants.	Case No.: 26STCV03367 **VERIFIED COMPLAINT FOR:** **1. Breach of Fiduciary Duty** **2. Conversion** **3. Quiet Title** **4. Declaratory Relief** **5. Accounting**

Plaintiffs ARON ABECASSIS, Trustee of the Aron Abecassis Revocable Trust Dated April 14, 2004 (the “Abecassis Trust”); TRMY INC (“TRMY”); JAMES M. GILMOUR and DONNA D. GILMOUR (the “Gilmours”); JOY ROSEN (“Joy”); and JORDAN ROSEN (“Jordan”), individually and as Trustee of the Ruby Red JR Revocable Trust Dated February 20, 2025 (the “Ruby Red Trust”), collectively referred to herein as "Plaintiffs", allege as follows:

1. Aron Abecassis is an individual residing in California, acting as the Trustee of the Abecassis Trust at all relevant times.

2. TRMY INC is a Wyoming Corporation, with its principal office in Cheyenne, Wyoming.

3. The Gilmours are husband and wife, residing in the State of California.

4. Joy Rosen is an individual residing in the State of California.

5. Jordan Rosen is an individual residing in California, also acting as the Trustee of the Ruby Red Trust at all relevant times.

6. Plaintiffs are informed and believe, and thereon allege, that Defendant ALLSTATE LENDING GROUP, INC. ("ALG") is, and at all relevant times was, a California corporation with its principal offices in Los Angeles County, California, engaged in originating, pooling, and selling fractionalized interests in secured real estate loans to individual and entity investors.

7. Plaintiffs are informed and believe, and thereon allege, that Defendant ALLSTATE LENDING GROUP SERVICING LLC ("ALGS") is, and at all relevant times was, a California limited liability company with its principal offices in Los Angeles County, California, engaged in loan servicing activities for the loans which ALG originates, and that ALGS is owned, operated, and managed by the same individuals that own, operate, and manage ALG.

8. Plaintiffs are informed and believe, and thereon allege, that each Defendant acted as the agent, servant, employee, or co-conspirator of the others in connection with the acts and omissions alleged herein, and that each Defendant was acting within the course and scope of such agency, employment, or conspiracy.

9. Plaintiffs are informed and believe, and thereon allege, that, at all relevant times, Defendants and DOES 1-10 were each alter egos of each other. On information and belief, Plaintiffs allege that, at all relevant times: (i) Defendants and DOES 1-10 shared common ownership; (ii) Defendants and DOES 1-10 were not adequately capitalized; (iii) Defendants' and DOES 1-10's assets and liabilities were comingled with each other; (iv) there exists a unity of interest and ownership between Defendants and DOES 1-10 such that separate personalities between them do not truly exist; and (v) there would be an inequitable result if the liability subject of this action were deemed less than

the liability of all Defendants.

10. Adherence to the fiction of the separate existence of Defendants and DOES 1-10 would promote injustice.

11. Plaintiffs are unaware of the true names and capacities of defendants sued herein as DOES 1 through 10 and therefore sues these defendants by such fictitious names. Plaintiffs will amend this complaint to allege their true names and capacities if, and when, ascertained. Plaintiffs are informed and believe, and thereon allege, that the fictitiously named defendants sued herein by fictitious names DOES 1 through 10, inclusive, and each of them, are in some manner responsible for the acts herein alleged.

12. Plaintiffs are informed and believe, and thereon allege, that at all times herein mentioned, each of the Defendants, including DOES 1 through 10, were the agents and/or employees of each defendant and committed the acts herein alleged.

JURISDICTION AND VENUE

13. Venue is appropriate in this judicial district because the majority of encumbered properties that are the subject of this action are situated within the County of Los Angeles in accordance with *Code of Civil Procedure* §392(a). Furthermore, venue is appropriate in this judicial district because Defendants reside in the County of Los Angeles in accordance with *Code of Civil Procedure* §395(a).

GENERAL ALLEGATIONS

14. Plaintiffs are informed and believe, and thereon allege, that Defendants engaged in a pattern of unlawful conduct in soliciting, accepting, and misappropriating Plaintiffs' funds in a series of secured real estate loans pertaining to seven (7) different real properties.

15. Between January and November 2025, Plaintiffs invested more than $2.25 million in fractionalized loans originated and sold by Defendants. In doing so, Plaintiffs relied upon representations made by Defendants as to the value, scope and usage of the properties to be encumbered, the length of repayment and maturity dates as to when said loans would be repaid and/or due in full, as well as the seniority of the liens which ALG was promoting for purchase. All liens being promoted by ALG for investment and/or purchase were to be secured in a senior first in priority position with

property values exceeding the lien amount, thus justifying their solicitation and purchase on a secondary market.

16. As a result of Defendants' direct solicitations, Plaintiffs invested approximately $2.28 million dollars as follows:

- In January 2025, (1) TRMY invested approximately $200,000.00 to purchase a 33.33%; (2) the Gilmours invested approximately $100,000.00 to purchase a 16.67%; (3) Jordan invested approximately $75,000.00 to purchase a 12.5% interest; and (4) Joy invested approximately $25,000.00 to purchase a 4.16% interest in a $600,000.00 deed of trust ALG originated, secured by real property commonly known as 4825 Galendo Street, Woodland Hills, California 91364, having APN 2171-020-046, and legally described as set forth in **Exhibit 1** attached hereto (hereinafter referred to as the "4825 Galendo Property");

- In July 2025, the Abecassis Trust invested approximately $400,000.00 to purchase a 17.03% interest in a $2,350,000.00 deed of trust ALG originated, secured by real property commonly known as 600 Foothill Blvd, La Canada, California 91011, having APN 5814-028-009, and legally described as set forth in **Exhibit 2** attached hereto (hereinafter referred to as the "600 Foothill Property");

- In July 2025, (1) the Abecassis Trust invested approximately $250,000.00 to purchase a 56.82% interest and (2) the Ruby Red Trust invested approximately $100,000.00 to purchase a 22.73% interest in a $440,000.00 deed of trust ALG originated, secured by real property commonly known as 7509 Neenah St, Commerce, California 90040, having APN 6356-015-018, and legally described as set forth in **Exhibit 3** attached hereto (hereinafter referred to as the "7509 Neenah Property");

- In August 2025, (1) the Abecassis Trust invested approximately $257,000.00 to purchase a 50.69% interest and (2) the Ruby Red Trust invested approximately $100,000.00 to purchase a 19.72% interest in a $507,000.00 deed of trust ALG originated, secured by real property commonly known as 4429 Triggs St., Los Angeles, California 90040, having APN 5241-017-005, and legally described as set forth in **Exhibit 4** attached hereto (hereinafter referred to as the "4429 Triggs Property");

- In September 2025, the Abecassis Trust invested approximately $380,000.00 to purchase a 100% interest in a $380,000.00 deed of trust ALG originated, secured by real property commonly known as 1414 S. Eastern Ave., Commerce, California 90040, having APN 5241-029-036, and legally described as set forth in **Exhibit 5** attached hereto (hereinafter referred to as the "1414 S. Eastern Property");

- In October 2025, the Abecassis Trust invested approximately $300,000.00 to purchase a 30% interest in a $1,000,000.00 deed of trust ALG originated, secured by real property commonly known as 1707 S. Bonnie Brae St., Los Angeles, California 90006, having APN

5135-010-009, and legally described as set forth in **Exhibit 6** attached hereto (hereinafter referred to as the "1707 S. Bonnie Brae Property");

- In November 2025, the Abecassis Trust invested approximately $250,000.00 to purchase a 27.9% interest in a $895,000.00 deed of trust ALG originated, secured by real property commonly known as 2216-2220 23rd St., San Francisco, California 94107, having APN 27-4158-033-01, and legally described as set forth in **Exhibit 7** attached hereto (hereinafter referred to as the "2216-2220 23rd St. Property").

The seven (7) deeds of trust noted above are sometimes hereinafter referred to as "the Deeds of Trust".

17. Plaintiffs are informed and believe, and thereupon allege, that each loan and Deed of Trust detailed above was to be lawfully serviced by ALGS whereby Defendants promised that Plaintiffs would be fully repaid, with interest, no later than when the borrowers repaid the loans to ALGS. In other words, Defendants promised payment to Plaintiffs concurrently with the borrowers' repayment of funds to ALGS.

18. Each Deed of Trust detailed above solicited, marketed, and sold by ALG required monthly repayment terms with an approximate one (1) year maturity date, thus ensuring either the timely repayment to Plaintiffs of the invested funds plus all accrued interest via all monthly payments or full loan payoffs at maturity being tendered to ALGS, or alternatively, the enforcement and acquisition of the real property collateral securing the loans in the event of default.

19. However, to Plaintiffs' dismay, in January 2026, Plaintiffs became aware of certain lawsuits being filed against ALG and its principals detailing systematically falsified documents, failures to record investor's lien-holder interests in the real property they had been solicited to purchase, and fraudulent reconveyances showing the investor's security instruments being reconveyed without any payoff to the investors.

20. Thereafter, on January 21, 2026, Plaintiffs received a notification from Kenneth Rubendall, 50% owner of ALG, advising investors that ALG's other 50% owner Michael Scannell, who is apparently the 100% owner of ALGS, was (1) misappropriating and stealing investor funds, (2) had been receiving loan payoffs which were unlawfully diverted for an "unknown use rather than being distributed to the lenders/investors", and (3) had been providing inaccurate financial reports "regarding the status of loans" and the investors' "overall financial position."

21. Shortly thereafter, upon an investigation into the recorded documents, title and property searches, and public records, Plaintiffs discovered certain discrepancies in the investments it had made with ALG, and the loans for which ALGS serviced. For example, the Abecassis Trust discovered that the borrower for the 2216-2220 23rd St. Property deed of trust only held an 85% ownership interest in the subject property, with the remaining 15% being held by a third-party non-participant. No disclosures at all were provided to the Abecassis Trust at any time notifying it that a 15% owner of the 2216-2220 23rd St. Property had not approved of or consented to entry into the loan, thus calling into question the validity of the lien the Abecassis Trust invested in.

22. The Abecassis Trust also discovered that the 600 Foothill Property had been embroiled in litigation since 2019 between the property owner and the La Canada Flintridge City Council over how the property was to be developed and used. No disclosures at all were provided to the Abecassis Trust at any time notifying it that the development and usage of 600 Foothill Property was in a litigation standstill, and had been for nearly 6 years, which could take years to work itself out, thus drastically impacting the property's overall value and desirability as an investment asset.

23. In addition, the Abecassis Trust is informed and believes, and thereupon alleges, that the 1414 S. Eastern Property was sold approximately one month after its purchase of the ALG lien, whereby Defendants received full repayment for the lien then held by the Abecassis Trust, yet did not pay the Abecassis Trust any of the funds it was entitled to as the lienholder. The Abecassis Trust is further informed and believes, and thereupon alleges, that Defendants may record a fraudulent release of the 1414 S. Eastern Property lien despite the Abecassis Trust's lack of receipt of any requisite payoff funds.

24. The Abecassis Trust is also informed and believes, and thereupon alleges, that the 2216-2220 23rd St. Property may have been sold with Defendants receiving full repayment for the lien then held by the Abecassis Trust, yet did not pay the Abecassis Trust any of the funds it was entitled to as the lienholder. The Abecassis Trust is further informed and believes, and thereupon alleges, that Defendants may record a fraudulent release of the 2216-2220 23rd St. Property lien despite its lack of receipt of any requisite payoff funds.

25. Defendants have further failed to pay Plaintiffs all amounts for the monies Defendants have received from the respective borrowers under Plaintiffs' real property interests described herein.

26. Furthermore, based on the above, Plaintiffs are informed and believe, and thereupon allege, that Defendants will falsify and fabricate documents, prejudicing Plaintiffs' interests in the real properties described herein, and may have executed and recorded reconveyances showing that Plaintiffs' security instruments have been reconveyed without any pay off to Plaintiffs.

27. Based on the above, Plaintiffs are further informed and believe, and thereupon allege, that Defendants have engaged in a pattern and practice designed to extinguish Plaintiffs' secured interests in the real properties described herein and to conceal their diversion of investor funds. Plaintiffs are informed and believe, and thereupon allege, that their investment proceeds were misappropriated or used for undisclosed purposes, while Defendants continue to remit false reports purporting to reflect ongoing secured loan payments.

28. Plaintiffs have performed all of their obligations to Defendants.

29. Defendants' obligation to perform have not been excused.

FIRST CLAIM FOR RELIEF

(**Breach of Fiduciary Duty against All Defendants**)

30. Plaintiffs reallege and incorporate the above-alleged paragraphs as though set forth fully herein.

31. Defendants acted as fiduciaries to Plaintiffs by holding and managing Plaintiffs' investment funds, selecting borrowers, originating and servicing loans, recording security instruments, and collecting loan payments for the benefit of Plaintiffs.

32. Plaintiffs placed trust and confidence in Defendants, who exercised superior knowledge, access to information, and exclusive control over the loan transactions and related security instruments.

33. Defendants owed Plaintiffs fiduciary duties of loyalty, care, honesty, full disclosure, and to refrain from self-dealing and misappropriation.

34. Plaintiffs are informed and believe, and thereupon allege, that Defendants breached their fiduciary duties by, among other things:

a. Misappropriating Plaintiffs' funds and/or funds rightfully belonging to Plaintiffs, for undisclosed purposes;

b. Recording reconveyances that extinguished security interests without disclosure;

c. Retaining loan repayments that should have been distributed to Plaintiffs; and

d. Failing to make critical disclosures of material facts known to Defendants which would have materially impacted Plaintiffs' decisions to proceed with the investments.

35. Plaintiffs are informed and believe, and thereupon allege, that Defendants acted intentionally, maliciously, and in conscious disregard of Plaintiff's rights.

36. Plaintiffs have been damaged as a direct and proximate result of Defendants' breaches in an amount to be proven at trial.

37. Defendants' conduct warrants the imposition of punitive damages pursuant to California Civil Code § 3294.

SECOND CLAIM FOR RELIEF

(**Conversion against All Defendants**)

38. Plaintiffs reallege and incorporate the above-alleged paragraphs as though set forth fully herein.

39. Plaintiffs have a legal and contractual right to the lienholder interests described herein along with any payments tendered by any borrowers, or on their behalf, in relation to said lienholder interests.

40. Plaintiffs are informed and believe, and thereupon allege, that Defendants and/or their agents or principals knowingly and intentionally interfered with Plaintiffs' legal and contractual rights to possession and use of any payments tendered by borrowers, or on their behalf, and converted said funds for their own unlawful purposes.

41. In doing the acts alleged herein, Plaintiffs are informed and believe, and thereupon allege, that Defendants misappropriated, commingled, and misapplied specific and readily ascertainable funds intended for Plaintiffs' possession and use in accordance with the terms of the Deeds of Trust they purchased.

42. Plaintiffs did not approve of or consent to Defendants' conversion of these funds.

43. As a direct and proximate result of Defendants' conversion of these funds, Plaintiffs have been damaged in an amount to be proven at trial.

/ / /

THIRD CAUSE OF ACTION

(Quiet Title against All Defendants)

44. Plaintiffs reallege and incorporate the above-alleged paragraphs as though set forth fully herein.

45. Plaintiffs are either the 100% or fractional owners/holders of the Deeds of Trust as detailed in Paragraph 16 above, encumbering the real properties having the legal descriptions as set forth in **Exhibits 1-7**.

46. None of the Defendants hold any right, title, lien or interest in the Deeds of Trust.

47. Plaintiffs are informed and believe, and thereupon allege, that Defendants claim some interest or extinguishment in the Deeds of Trust and dispute the foregoing contention.

48. Plaintiffs thus seek an Order and Judgment of this Court quieting title to the Deeds of Trust in their names as either the 100% or fractional owners/holders of the Deeds of Trust as detailed in Paragraph 16 above, free and clear of any interest of any Defendants, as of the dates each one of the respective Deeds of Trust was recorded.

FOURTH CAUSE OF ACTION

(Declaratory Relief against All Defendants)

49. Plaintiffs reallege and incorporate the above-alleged paragraphs as though set forth fully herein.

50. Plaintiffs are either the 100% or fractional owners/holders of the Deeds of Trust as detailed in Paragraph 16 above, encumbering the real properties having the legal descriptions as set forth in **Exhibits 1-7**.

51. Plaintiffs further contend that the recordation of any release or reconveyance of any of the Deeds of Trust detailed in Paragraph 16 above constitutes a cloud on title to the same and is null, void, and of no force and effect.

52. Plaintiffs are informed and believe, and thereupon allege, that Defendants dispute the foregoing contentions and, as such, an actual controversy has arisen and now exists between the Plaintiffs and Defendants concerning their respective rights in and to the Deeds of Trust. Plaintiffs are

informed and believe, and thereupon allege, that Defendants claim some interest or extinguishment in the Deeds of Trust.

53. Plaintiffs thus seek a judicial declaration that: (1) they are the 100% or fractional owners/holders of the Deeds of Trust as detailed in Paragraph 16 above; and (2) that any recorded release or reconveyance of any such Deed of Trust as detailed in Paragraph 16 above is a cloud on title to the Plaintiffs' interest in the Deeds of Trust and is null, void and of no force and effect.

FIFTH CLAIM FOR RELIEF

(**Accounting against All Defendants**)

54. Plaintiffs reallege and incorporate the above-alleged paragraphs as though set forth fully herein.

55. Because the financial affairs between the parties are complicated and involve numerous transactions, Plaintiffs cannot ascertain the precise amount due without an accounting. Plaintiffs request a full accounting of all investor funds received, all disbursements made, and all assets acquired or transferred by Defendants with Plaintiffs' funds.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against all Defendants, jointly and severally, as follows:

1. For actual and compensatory damages in an amount to be proven at trial.
2. For punitive and exemplary damages where found appropriate for Defendants' intentional and malicious acts.
3. For disgorgement of all profits and proceeds derived from Plaintiffs' funds.
4. For an Order and Judgment of this Court quieting title to the Deeds of Trust in Plaintiffs' respective names as either the 100% or fractional owners/holders of the Deeds of Trust as detailed in Paragraph 16 above, free and clear of any interest of any Defendants, as of the dates each one of the respective Deeds of Trust was recorded.
5. For a judicial declaration that: (1) Plaintiffs are the 100% or fractional owners/holders of the Deeds of Trust as detailed in Paragraph 16 above; and (2) that any recorded release or reconveyance of

any such Deed of Trust as detailed in Paragraph 16 above is a cloud on title to the Plaintiffs' interest in the Deeds of Trust and is null, void and of no force and effect.

6. For a full accounting of all funds received and disbursed by Defendants.
7. For attorneys' fees and costs as allowed by law.
8. For prejudgment and post-judgment interest.
9. For such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand trial by jury on all issues so triable.

Respectfully Submitted,

WRIGHT, FINLAY & ZAK, LLP

Dated: February 2, 2026 By: ______________________________

Olivier J. Labarre, Esq.
Attorneys for Plaintiffs,
ARON ABECASSIS, Trustee of the Aron Abecassis Revocable Trust Dated April 14, 2004; TRMY INC; JAMES M. GILMOUR; DONNA D. GILMOUR; JOY ROSEN; and JORDAN ROSEN, individually and as Trustee of the Ruby Red JR Revocable Trust Dated February 20, 2025

EXHIBIT 1

. 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	LOS ANGELES	:
[Type of Recording Jurisdiction]		[Name of Recording Jurisdiction]	

LOT 2766 OF TRACT NO. 6170, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 79 PAGES 89 AND 90 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
A.P.N.: 2171-020-046

which currently has the address of 4825 GALENDO STREET
[Street]

WOODLAND HILLS [City], California 91364 [Zip Code] ("Property Address");

EXHIBIT 2

The land referred to herein below is situated in the County of Los Angeles, State of California and is described as follows:

Parcel 1:

Lots 2 and 3 of Tract No. 11696 in the County of Los Angeles, State of California, as per Map recorded in Book 252 Pages 31 and 32 of maps, in the Office of the County Recorder of said County.

Parcel 2:

That portion of Lot 4 in Tract No. 11696 in the County of Los Angeles, State of California, as per Map recorded in Book 252 Pages 31 and 32 of Maps, in the Office of the County Recorder of said County, lying Easterly of the Southerly prolongation of the Westerly line of Lot 2 of said Tract No. 11696.

APN: 5814-028-009

EXHIBIT 3

Legal Description

For APN/Parcel ID(s): 6356-015-018

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

LOT 18 OF TRACT NO. 12751, IN THE CITY OF COMMERCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 244, PAGES 20 AND 21 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT AN UNDIVIDED ONE-HALF INTEREST OF ALL OIL AND GAS IN AND UNDER SAID LAND AS RESERVED IN DEED FROM SUBURBAN LAND COMPANY, A CORPORATION, RECORDED JANUARY 2, 1946.

EXHIBIT 4

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

LOT 17 IN BLOCK 11 OF TRACT NO. 4301, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 50 PAGE(S) 98 AND 99 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
A.P.N.: 5241-017-005

which currently has the address of 4429 & 4431 TRIGGS STREET
[Street]

LOS ANGELES , California 90040 ("Property Address");
[City] [Zip Code]

EXHIBIT 5

Legal Description

The land hereinafter referred to is situated in the City of Commerce, County of Los Angeles, State of CA, and is described as follows:

Parcel 1:

Lot 1 of Tract No. 52317, in the City of Commerce, County of Los Angeles, State of California, as per Map recorded in Book 1238 Page(s) 5 through 8 inclusive of Maps, in the Office of the County Recorder of said County.

Except therefrom all oil, gas, minerals and other hydrocarbon substances, lying below a depth of 500 feet from the surface of said property, but with no right of surface entry, where they have been previously reserved in Instruments of Record.

Parcel 2:

Excepting therefrom an easement for public utilities in, over and across the Westerly 10.00 feet of said Lot 1.

Parcel 3:

Also excepting therefrom an easement for private driveway and fire lane over that portion of said Lot 1 as delineated on the Map of said Tract as "Private Driveway and Fire Lane".

Parcel 4:

An easement for drainage and utility purposes, in, over and across the portion of Lot 5 in said Tract No. 52317, lying Southerly of the following described line.

Beginning at a point in the Southerly line of said Lot 5 that is North 89° 59' 10" West 55.00 Feet from the Southeast corner of said Lot 5; thence North 89° 59' 10" West 15.00 feet to the Westerly line of said Lot 5.

APN: 5241-029-036

EXHIBIT 6

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

LOT 34 OF WIESENDANGER CITY TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 10 PAGE 1, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
A.P.N.: 5135-010-009

which currently has the address of 1707 SOUTH BONNIE BRAE STREET
[Street]

LOS ANGELES , California 90006 ("Property Address");
[City] [Zip Code]

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and

EXHIBIT 7

The land referred to herein below is situated in the County of San Francisco, State of California and is described as follows:

Beginning at a point on the Northerly line of 23rd Street, distant thereon 75 feet Easterly from the Easterly line Kansas Street running thence Easterly along said line of 23rd Street 25 feet; thence at a right angle Northerly 100 feet; thence at a right angle Westerly 25 feet; and thence at a right angle Southerly 100 feet to the point of beginning.

Being a portion of Potrero Nuevo Block No. 145, in the City of San Francisco, County of San Francisco, State of California.

APN: 27-4158 -033-01

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Attorney for Plaintiffs ARON ABECASSIS, Trustee of the Aron Abecassis Revocable Trust Dated April 14, 2004; TRMY INC; JOY ROSEN; and JORDAN ROSEN, individually and as Trustee of the Ruby Red JR Revocable Trust Dated February 20, 2025

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

ARON ABECASSIS, Trustee of the Aron Abecassis Revocable Trust Dated April 14, 2004; TRMY INC; JOY ROSEN; JORDAN ROSEN, individually and as Trustee of the Ruby Red JR Revocable Trust Dated February 20, 2025,

Plaintiffs,

v.

ALLSTATE LENDING GROUP, INC., a California Corporation; ALLSTATE LENDING GROUP SERVICING LLC, a California limited liability company; MICHAEL GERARD SCANNELL, an individual; ALL PERSONS UNKNOWN, CLAIMING ANY LEGAL OR EQUITABLE RIGHT, TITLE, ESTATE, LIEN, OR INTEREST IN THE PROPERTY DESCRIBED IN THE COMPLAINT ADVERSE TO PLAINTIFFS' TITLE, OR ANY CLOUD UPON PLAINTIFFS' TITLE THERETO and DOES 1-10, inclusive,

Defendants.

Case No. 26STCV 3367:

VERIFIED FIRST AMENDED COMPLAINT FOR:

1. **Breach of Fiduciary Duty**
2. **Conversion**
3. **Fraud**
4. **Quiet Title**
5. **Declaratory Relief**
6. **Accounting**

Plaintiffs ARON ABECASSIS, Trustee of the Aron Abecassis Revocable Trust Dated April 14, 2004 (the "Abecassis Trust"); TRMY INC ("TRMY"); JOY ROSEN ("Joy"); and JORDAN ROSEN ("Jordan"), individually and as Trustee of the Ruby Red JR Revocable Trust Dated February 20, 2025 (the "Ruby Red Trust"), collectively referred to herein as "Plaintiffs", allege as follows:

1. Aron Abecassis is an individual residing in California, acting as the Trustee of the Abecassis Trust at all relevant times.

2. TRMY INC is a Wyoming Corporation, with its principal office in Cheyenne, Wyoming.

3. Joy Rosen is an individual residing in the State of Nevada.

4. Jordan Rosen is an individual residing in Nevada, also acting as the Trustee of the Ruby Red Trust at all relevant times.

5. Plaintiffs are informed and believe, and thereon allege, that Defendant ALLSTATE LENDING GROUP, INC. ("ALG") is, and at all relevant times was, a California corporation with its principal offices in Los Angeles County, California, engaged in originating, pooling, and selling fractionalized interests in secured real estate loans to individual and entity investors.

6. Plaintiffs are informed and believe, and thereon allege, that Defendant ALLSTATE LENDING GROUP SERVICING LLC ("ALGS") is, and at all relevant times was, a California limited liability company with its principal offices in Los Angeles County, California, engaged in loan servicing activities for the loans which ALG originates, and that ALGS is owned, operated, and managed by the same individuals that own, operate, and manage ALG.

7. Plaintiffs are informed and believe, and thereon allege, that Defendant Michael Gerard Scannell ("Scannell") is, and at all relevant times was, an individual residing in California and a principal, officer, and controlling person of ALG and ALGS, responsible for marketing and solicitation of loans for sale, investor communications, and loan servicing activities.

8. Plaintiffs are informed and believe, and thereon allege, that each Defendant acted as the agent, servant, employee, or co-conspirator of the others in connection with the acts and omissions alleged herein, and that each Defendant was acting within the course and scope of such agency, employment, or conspiracy.

9. Plaintiffs are informed and believe, and thereon allege, that, at all relevant times, Defendants and DOES 1-10 were each alter egos of each other. On information and belief, Plaintiffs allege that, at all relevant times: (i) Defendants and DOES 1-10 shared common ownership; (ii) Defendants and DOES 1-10 were not adequately capitalized; (iii) Defendants' and DOES 1-10's assets

and liabilities were comingled with each other; (iv) there exists a unity of interest and ownership between Defendants and DOES 1-10 such that separate personalities between them do not truly exist; and (v) there would be an inequitable result if the liability subject of this action were deemed less than the liability of all Defendants.

10. Adherence to the fiction of the separate existence of Defendants and DOES 1-10 would promote injustice.

11. Plaintiffs are unaware of the true names and capacities of defendants sued herein as DOES 1 through 10 and therefore sues these defendants by such fictitious names. Plaintiffs will amend this complaint to allege their true names and capacities if, and when, ascertained.

12. Plaintiffs are informed and believe, and thereon allege, that the fictitiously named defendants sued herein by fictitious names DOES 1 through 10, inclusive, and each of them, are in some manner responsible for the acts herein alleged. Plaintiffs are informed and believe, and thereon allege, that at all times herein mentioned, each of the Defendants, including DOES 1 through 10, were the agents and/or employees of each defendant and committed the acts herein alleged.

JURISDICTION AND VENUE

13. Venue is appropriate in this judicial district because the majority of encumbered properties that are the subject of this action are situated within the County of Los Angeles in accordance with *Code of Civil Procedure* §392(a). Furthermore, venue is appropriate in this judicial district because Defendants reside in the County of Los Angeles in accordance with *Code of Civil Procedure* §395(a).

GENERAL ALLEGATIONS

14. Plaintiffs are informed and believe, and thereon allege, that Defendants engaged in a pattern of unlawful conduct in soliciting, accepting, and misappropriating Plaintiffs' funds in a series of secured real estate loans pertaining to at least sixteen (16) different real properties.

15. Between 2023 and 2025, Plaintiffs invested more than $4.2 million in fractionalized loans originated and sold by Defendant ALG. In doing so, Plaintiffs relied upon representations made by Defendants as to the value, scope and usage of the encumbered properties, the terms of repayment and maturity dates as to when said loans would be repaid and/or due in full, as well as the seniority of the liens which ALG was promoting for purchase. All liens promoted by ALG for investment and/or

purchase were to be secured in a senior first in priority position (except as noted below) with property values exceeding the lien amounts, thus justifying their solicitation and purchase on a secondary market.

16. As a result of Defendants' direct solicitations and representations, Plaintiffs invested approximately $4.2 million dollars as follows:

- In January 2025, (1) TRMY invested approximately $200,000.00 to purchase a 33.33% interest; (2) Jordan invested approximately $75,000.00 to purchase a 12.5% interest; and (3) Joy invested approximately $25,000.00 to purchase a 4.16% interest in a $600,000.00 deed of trust ALG originated, secured by real property commonly known as 4825 Galendo Street, Woodland Hills, California 91364, having APN 2171-020-046, and legally described as set forth in **Exhibit 1** attached hereto (hereinafter referred to as the "4825 Galendo Property");

- In July 2025, the Abecassis Trust invested approximately $400,000.00 to purchase a 17.03% interest in a $2,350,000.00 deed of trust ALG originated, secured by real property commonly known as 600 Foothill Blvd, La Canada, California 91011, having APN 5814-028-009, and legally described as set forth in **Exhibit 2** attached hereto (hereinafter referred to as the "600 Foothill Property");

- In July 2025, (1) the Abecassis Trust invested approximately $250,000.00 to purchase a 56.82% interest and (2) the Ruby Red Trust invested approximately $100,000.00 to purchase a 22.73% interest in a $440,000.00 deed of trust ALG originated, secured by real property commonly known as 7509 Neenah St, Commerce, California 90040, having APN 6356-015-018, and legally described as set forth in **Exhibit 3** attached hereto (hereinafter referred to as the "7509 Neenah Property");

- In August 2025, (1) the Abecassis Trust invested approximately $257,000.00 to purchase a 50.69% interest and (2) the Ruby Red Trust invested approximately $100,000.00 to purchase a 19.72% interest in a $507,000.00 deed of trust ALG originated, secured by real property commonly known as 4429 Triggs St., Los Angeles, California 90040, having APN 5241-017-005, and legally described as set forth in **Exhibit 4** attached hereto (hereinafter referred to as the "4429 Triggs Property");

- In September 2025, the Abecassis Trust invested approximately $380,000.00 to purchase a 100% interest in a $380,000.00 deed of trust ALG originated, secured by real property commonly known as 1414 S. Eastern Ave., Commerce, California 90040, having APN 5241-029-036, and legally described as set forth in **Exhibit 5** attached hereto (hereinafter referred to as the "1414 S. Eastern Property");

- In October 2025, the Abecassis Trust invested approximately $300,000.00 to purchase a 30% interest in a $1,000,000.00 deed of trust ALG originated, secured by real property commonly known as 1707 S. Bonnie Brae St., Los Angeles, California 90006, having APN 5135-010-009, and legally described as set forth in **Exhibit 6** attached hereto (hereinafter referred to as the "1707 S. Bonnie Brae Property");

- In November 2025, the Abecassis Trust invested approximately $250,000.00 to purchase a 27.9% interest in a $895,000.00 deed of trust ALG originated, secured by real property commonly known as 2216-2220 23rd St., San Francisco, California 94107, having APN 27-4158-033-01, and legally described as set forth in **Exhibit 7** attached hereto (hereinafter referred to as the "2216-2220 23rd St. Property");

- In February 2025, TRMY INC invested approximately $200,000.00 to purchase a 100% interest in a $200,000.00 deed of trust ALG originated, secured by real property commonly known as 8801 Willis Ave 44, Panaroma City, California 91402, having APN 2653-026-044, and legally described as set forth in **Exhibit** attached hereto (hereinafter referred to as the "8801 Willis Property");

- In June 2025, TRMY INC invested approximately $400,000.00 to purchase a 80% interest in a $500,000.00 second deed of trust ALG originated, secured by real property commonly known as 5064 Oakwood Ave., La Canada Flintridge, California 91011, having APN 5816-019-007, and legally described as set forth in **Exhibit** attached hereto (hereinafter referred to as the "5064 Oakwood Property");

- In November 2024, TRMY INC invested approximately $455,000.00 to purchase a 60.26% interest in a $755,000.00 deed of trust ALG originated, secured by real property commonly known as 13316 Arctic Circle, Santa Fe Springs, California 90670, having APN 7005-008-081, and legally described as set forth in **Exhibit 1** attached hereto (hereinafter referred to as the "13316 Arctic Circle Property");

- In July 2023, TRMY INC invested approximately $140,000.00 to purchase a 50% interest in a $280,000.00 deed of trust ALG originated, secured by real property commonly known as 2414 Sprowel Creek Rd., Garberville, California 95542, having APNs 222-111-022-000 and 222-111-023-000, and legally described as set forth in **Exhibit 11** attached hereto (hereinafter referred to as the "2414 Sprowel Creek Property");

- In February 2025, TRMY INC invested approximately $100,000.00 to purchase a 25% interest in a $400,000.00 deed of trust ALG originated, secured by real property commonly known as 12832 Tonopah Street, Arleta, California 91331, having APN 2628-016-008 and legally described as set forth in **Exhibit 12** attached hereto (hereinafter referred to as the "12832 Tonopah Property");

- In March 2025, TRMY INC invested approximately $65,000 to purchase a 13% interest in a $500,000.00 deed of trust ALG originated, secured by real property commonly known as 1010 South Duncan Ave., Los Angeles, California 90022, having APN 5246-007-016, and legally described as set forth in **Exhibit 13** attached hereto (hereinafter referred to as the "1010 South Duncan Property");

- In April 2024, Jordan invested approximately $100,000.00 to purchase a 13.33% interest in a $750,000.00 deed of trust ALG originated, secured by real property commonly known as 23103 Leonora Dr., Woodland Hills, California 91367, having APN 2042-013-055, and legally described as set forth in **Exhibit 14** attached hereto (hereinafter referred to as the "23103 Leonora Property");

- In September 2024, Jordan invested approximately $50,000.00 to purchase a 50% interest in a $100,000.00 deed of trust ALG originated, secured by real property commonly known as 764 Plymouth Road, San Marino, California 91108, having APN 5323-011-034, and legally described as set forth in **Exhibit 15** attached hereto (hereinafter referred to as the "764 Plymouth Road Property"); and

- In December 2024, (1) Jordan invested approximately $100,000.00 to purchase a 13.33% interest and (2) TRMY INC invested approximately $300,000.00 to purchase a 40% interest in a $750,000.00 deed of trust ALG originated, secured by real property commonly known as 1254 Exposition Blvd., Los Angeles, California 90007, having APN 5037-013-007, and legally described as set forth in **Exhibit 16** attached hereto (hereinafter referred to as the "1254 Exposition Blvd. Property").

The sixteen (16) deeds of trust noted above are hereinafter referred to as "the Deeds of Trust".

17. Plaintiffs are informed and believe, and thereupon allege, that each loan and the corresponding Deeds of Trust detailed above were to be lawfully serviced by ALGS whereby Defendants promised that Plaintiffs would be fully repaid, with interest, no later than when the borrowers repaid the loans to ALGS. In other words, Defendants promised payment to Plaintiffs concurrently with the borrowers' repayment of funds to ALGS.

18. The Deeds of Trust detailed above solicited, marketed, and sold by ALG required monthly repayment terms with an approximate one (1) year maturity date, thus ensuring either the timely repayment to Plaintiffs of their invested funds plus all accrued interest via monthly payments or full loan payoffs being tendered to ALGS, or alternatively, enforcement of the Deeds of Trust and acquisition of the real property collateral securing the loans in the event of default.

19. However, in January 2026, Plaintiffs became aware of certain lawsuits being filed against Defendants and their principals detailing systematically falsified documents, failures to record investor's lienholder interests in the real property they had been solicited to purchase, misuse and conversion of loan payoff funds, resulting in fraudulent reconveyances showing the investor's security instruments being reconveyed without any payoff to the investors.

20. On January 21, 2026, Plaintiffs received notification from ALG's co-owner, Kenneth Rubendall, advising investors that ALG's other owner, Scannell, who is/was purportedly the 100% owner of ALGS, was (1) misappropriating and stealing investor funds, (2) had been receiving loan

payoffs which were unlawfully diverted for an "unknown use rather than being distributed to the lenders/investors", and (3) had been providing inaccurate financial reports "regarding the status of loans" and the investors' "overall financial position."

21. Shortly thereafter, upon an investigation into the recorded documents, title and property searches, and public records, Plaintiffs discovered certain discrepancies in the investments they had made with ALG, and the loans for which ALGS serviced. For example, the Abecassis Trust discovered that the borrower for the 2216-2220 23rd St. Property loan only held an 85% ownership interest in said property, with the remaining 15% being held by a third-party non-participant. No disclosures at all were provided to the Abecassis Trust at any time notifying it that a 15% owner of the 2216-2220 23rd St. Property may not have approved of or consented to entry into the loan, thus calling into question the validity of the lien the Abecassis Trust invested in.

22. The Abecassis Trust also discovered that the 600 Foothill Property had been embroiled in litigation since 2019 between the property owner and the La Canada Flintridge City Council over how the property was to be developed and used. No disclosures at all were provided to the Abecassis Trust at any time notifying it that the development and usage of 600 Foothill Property was in a litigation standstill for nearly 6 years which could take several more years to work itself out, thus drastically impacting the property's overall value and desirability as an investment asset.

23. In addition, the Abecassis Trust is informed and believes, and thereupon alleges, that the 1414 S. Eastern Property was sold approximately one month after its purchase of the ALG lien, whereby Defendants received full repayment for the lien then held by the Abecassis Trust, yet did not pay the Abecassis Trust any of the funds it was entitled to as the lienholder. The Abecassis Trust is further informed and believes, and thereupon alleges, that Defendants may record a fraudulent release of the 1414 S. Eastern Property lien despite the Abecassis Trust's lack of receipt of any requisite payoff funds.

24. The Abecassis Trust is also informed and believes, and thereupon alleges, that the 2216-2220 23rd St. Property may have been sold with Defendants receiving full repayment for the lien then held by the Abecassis Trust, yet did not pay the Abecassis Trust any of the funds it was entitled to as the lienholder. The Abecassis Trust is further informed and believes, and thereupon alleges, that Defendants

may record a fraudulent release of the 2216-2220 23rd St. Property lien despite its lack of receipt of any requisite payoff funds.

25. In addition, Jordan discovered that his lien interests in the 23103 Leonora Property and 764 Plymouth Road Property were actually in a second junior position. At all times, Jordan was led to believe these liens were to be in a senior position.

26. Furthermore, Jordan discovered that the 23103 Leonora Property may have been sold or refinanced and his interest in the 23103 Leonora Property deed of trust has been released by way of a reconveyance recorded June 21, 2024. Yet, Jordan never received any requisite payoff funds from Defendants. To that end, Jordan is informed and believes, and thereupon alleges, that the June 21, 2024 reconveyance of the 23103 Leonora Property deed of trust was fraudulent, and Defendants received payoff funds from subsequent loans which they have misappropriated for their own use.

27. Additionally, Jordan discovered that the 764 Plymouth Road Property may have been sold or refinanced and his interest in the 764 Plymouth Road Property deed of trust has been released by way of a reconveyance recorded May 8, 2025. Yet, Jordan never received any requisite payoff funds from Defendants. To that end, Jordan is informed and believes, and thereupon alleges, that the May 8, 2025 reconveyance of the 764 Plymouth Road Property deed of trust was fraudulent, and Defendants received payoff funds from subsequent loans which they have misappropriated for their own use.

28. In addition, the subject loans in connection with the 4825 Galendo Property, 8801 Willis Property, 13316 Arctic Circle Property, 2414 Sprowel Creek Property, 764 Plymouth Road Property, and 1254 Exposition Blvd. Property have all matured and are now due in full. As such, Plaintiffs are informed and believe, and thereupon allege, that these properties may be sold, or the loans refinanced, with Defendants receiving full repayment for the liens held by Plaintiffs. Plaintiffs are thus informed and believe, and thereupon allege, that Defendants may record fraudulent releases of these properties despite their lack of receipt of any requisite payoff funds.

29. Defendants have further failed to pay Plaintiffs certain amounts for the monies Defendants have received from the respective borrowers under Plaintiffs' real property interests described herein.

30. Based on the above, Plaintiffs are informed and believe, and thereupon allege, that Defendants have and will continue to falsify and fabricate documents, prejudicing Plaintiffs' interests in the real properties described herein, and have and will continue to execute and record fraudulent reconveyances showing that Plaintiffs' security instruments have been reconveyed without any pay off to Plaintiffs.

31. Based on the above, Plaintiffs are further informed and believe, and thereupon allege, that Defendants have engaged in a pattern and practice designed to extinguish Plaintiffs' secured interests in the real properties described herein and to conceal their diversion of investor funds. Plaintiffs are informed and believe, and thereupon allege, that their investment proceeds were misappropriated and/or used for undisclosed purposes, while Defendants continue to remit false reports purporting to reflect ongoing secured loan payments.

32. Plaintiffs have performed all of their obligations to Defendants.

33. Defendants' obligation to perform have not been excused.

FIRST CLAIM FOR RELIEF

(Breach of Fiduciary Duty against All Defendants)

34. Plaintiffs reallege and incorporate the above-alleged paragraphs as though set forth fully herein.

35. Defendants acted as fiduciaries to Plaintiffs by holding and managing Plaintiffs' investment funds, selecting borrowers, originating and servicing loans, recording security instruments, and collecting loan payments for the benefit of Plaintiffs.

36. Plaintiffs placed trust and confidence in Defendants, who exercised superior knowledge, access to information, and exclusive control over the loan transactions and related security instruments.

37. Defendants owed Plaintiffs fiduciary duties of loyalty, care, honesty, full disclosure, and to refrain from self-dealing and misappropriation.

38. Plaintiffs are informed and believe, and thereupon allege, that Defendants breached their fiduciary duties by, among other things:

a. Misappropriating Plaintiffs' funds and/or funds rightfully belonging to Plaintiffs, for undisclosed purposes;

b. Recording reconveyances that extinguished security interests without disclosure;

c. Retaining loan repayments that should have been distributed to Plaintiffs; and

d. Failing to make critical disclosures of material facts known to Defendants which would have materially impacted Plaintiffs' decisions to proceed with the investments.

39. Plaintiffs are informed and believe, and thereupon allege, that Defendants acted intentionally, maliciously, and in conscious disregard of Plaintiff's rights.

40. Plaintiffs have been damaged as a direct and proximate result of Defendants' breaches in an amount to be proven at trial.

41. Defendants' conduct warrants the imposition of punitive damages pursuant to California Civil Code § 3294.

SECOND CLAIM FOR RELIEF

(**Conversion against All Defendants**)

42. Plaintiffs reallege and incorporate the above-alleged paragraphs as though set forth fully herein.

43. Plaintiffs have a legal and contractual right to the lienholder interests described herein along with any payments tendered by any borrowers, or on their behalf, in relation to said lienholder interests.

44. Plaintiffs are informed and believe, and thereupon allege, that Defendants and/or their agents or principals knowingly and intentionally interfered with Plaintiffs' legal and contractual rights to possession and use of any payments tendered by borrowers, or on their behalf, and converted said funds for their own unlawful purposes.

45. In doing the acts alleged herein, Plaintiffs are informed and believe, and thereupon allege, that Defendants misappropriated, commingled, and misapplied specific and readily ascertainable funds intended for Plaintiffs' possession and use in accordance with the terms of the Deeds of Trust they purchased.

46. Plaintiffs did not approve of or consent to Defendants' conversion of these funds.

47. As a direct and proximate result of Defendants' conversion of these funds, Plaintiffs have been damaged in an amount to be proven at trial.

<u>THIRD CAUSE OF ACTION</u>

(Fraud Fraudulent Conceal ent against All Defendants)

48. Plaintiffs reallege and incorporate the above-alleged paragraphs as though set forth fully herein.

49. Defendants knowingly made false representations of material fact, including representations regarding the existence, recording, enforceability, and status of Plaintiffs' security interests and the use and repayment of Plaintiffs' funds. Defendants further knowingly obtained payoff funds for certain loans and fraudulently concealed and misappropriated those funds belonging to Plaintiffs, while simultaneously executing and recording fraudulent releases and/or reconveyances of Plaintiffs' lienholder interests as detailed above.

50. Defendants knew their representations and actions were false and fraudulent, and/or made them with reckless disregard for their truth or validity.

51. Defendants intended that Plaintiffs rely on these misrepresentations and fraudulent acts.

52. Plaintiffs reasonably relied on Defendants' misrepresentations and fraudulent acts.

53. As a direct and proximate result of Defendants' conversion of these funds, Plaintiffs have been damaged in an amount to be proven at trial. Defendants' conduct was intentional, fraudulent, and malicious, warranting punitive damages.

<u>FOURTH CAUSE OF ACTION</u>

(Quiet Title against All Defendants)

54. Plaintiffs reallege and incorporate the above-alleged paragraphs as though set forth fully herein.

55. Plaintiffs are either the 100% or fractional owners/holders of the Deeds of Trust as detailed in Paragraph 16 above, encumbering the real properties having the legal descriptions as set forth in **Exhibits 1-16**.

56. None of the Defendants hold any right, title, lien or interest in the Deeds of Trust.

57. Plaintiffs are informed and believe, and thereupon allege, that Defendants claim some interest or extinguishment in the Deeds of Trust and dispute the foregoing contention.

58. Plaintiffs thus seek an Order and Judgment of this Court quieting title to the Deeds of

Trust in their names as either the 100% or fractional owners/holders of the Deeds of Trust as detailed in Paragraph 16 above, free and clear of any interest of any Defendants, as of the dates each one of the respective Deeds of Trust was recorded.

FIFTH CAUSE OF ACTION

(Declaratory Relief against All Defendants)

59. Plaintiffs reallege and incorporate the above-alleged paragraphs as though set forth fully herein.

60. Plaintiffs are either the 100% or fractional owners/holders of the Deeds of Trust as detailed in Paragraph 16 above, encumbering the real properties having the legal descriptions as set forth in **Exhibits 1-16**.

61. Plaintiffs further contend that the recordation of any release or reconveyance of any of the Deeds of Trust detailed in Paragraph 16 above constitutes a cloud on title to the same and is null, void, and of no force and effect.

62. Plaintiffs are informed and believe, and thereupon allege, that Defendants dispute the foregoing contentions and, as such, an actual controversy has arisen and now exists between the Plaintiffs and Defendants concerning their respective rights in and to the Deeds of Trust. Plaintiffs are informed and believe, and thereupon allege, that Defendants claim some interest or extinguishment in the Deeds of Trust.

63. Plaintiffs thus seek a judicial declaration that: (1) they are the 100% or fractional owners/holders of the Deeds of Trust as detailed in Paragraph 16 above; and (2) that any recorded release or reconveyance of any such Deed of Trust as detailed in Paragraph 16 above is a cloud on title to the Plaintiffs' interest in the Deeds of Trust and is null, void and of no force and effect.

SI TH CLAIM FOR RELIEF

(**Accounting against All Defendants**)

64. Plaintiffs reallege and incorporate the above-alleged paragraphs as though set forth fully herein.

65. Because the financial affairs between the parties are complicated and involve numerous transactions, Plaintiffs cannot ascertain the precise amount due without an accounting. Plaintiffs request

a full accounting of all investor funds received, all disbursements made, and all assets acquired or transferred by Defendants with Plaintiffs' funds.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against all Defendants, jointly and severally, as follows:

1. For actual and compensatory damages in an amount to be proven at trial.
2. For punitive and exemplary damages where appropriate for Defendants' fraudulent, intentional, and malicious acts.
3. For disgorgement of all profits and proceeds derived from Plaintiffs' funds.
4. For an Order and Judgment of this Court quieting title to the Deeds of Trust in Plaintiffs' respective names as either the 100% or fractional owners/holders of the Deeds of Trust as detailed in Paragraph 16 above, free and clear of any interest of any Defendants, as of the dates each one of the respective Deeds of Trust was recorded.
5. For a judicial declaration that: (1) Plaintiffs are the 100% or fractional owners/holders of the Deeds of Trust as detailed in Paragraph 16 above; and (2) that any recorded release or reconveyance of any such Deed of Trust as detailed in Paragraph 16 above is a cloud on title to the Plaintiffs' interest in the Deeds of Trust and is null, void and of no force and effect.
6. For a full accounting of all funds received and disbursed by Defendants.
7. For attorneys' fees and costs as allowed by law.
8. For prejudgment and post-judgment interest.
9. For such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand trial by jury on all issues so triable.

Respectfully Submitted,

WRIGHT, FINLAY & ZAK, LLP

Dated: February 11, 2026 By: ______________________

Olivier J. Labarre, Esq.,
Attorneys for Plaintiffs

VERIFICATION

I, ARON ABECASSIS, as Trustee of the Aron Abecassis Revocable Trust Dated April 14, 2004, am a Plaintiff in the above-entitled action, and am authorized to make this Verification on its behalf. I have read the foregoing **FIRST AMENDED COMPLAINT** and know the contents thereof. I am informed and believe and, on that ground, allege that the matters stated in the foregoing document are true.

I declare under penalty of perjury under the law of the State of California that the foregoing is true and correct and that this Verification was executed on 2/10/2026 at Beverly Hills

By: DocuSigned by: Aron Abecassis AB33D23D9B9046F...

Aron Abecassis, as Trustee of the Aron Abecassis Revocable Trust dated April 14, 2004, Declarant

Exhibit "2"

VERIFICATION

I, Brett Friedman, am the PRESIDENT of TRYMY INC., a Plaintiff in the above-entitled action, and I am authorized to make this Verification on its behalf. I have read the foregoing **FIRST AMENDED COMPLAINT** and know the contents thereof. I am informed and believe and, on that ground, allege that the matters stated in the foregoing document are true.

I declare under penalty of perjury under the law of the State of California that the foregoing is true and correct and that this Verification was executed on 2/10/2026 at IRVINE

By: DocuSigned by: Brett Friedman A6C8142C1FCC4EA...

Brett Friedman, Declarant

Exhibit "2"

VERIFICATION

I, JOY ROSEN, am a Plaintiff in the above-entitled action, and am authorized to make this Verification. I have read the foregoing **FIRST AMENDED COMPLAINT** and know the contents thereof. I am informed and believe and, on that ground, allege that the matters stated in the foregoing document are true.

I declare under penalty of perjury under the law of the State of California that the foregoing is true and correct and that this Verification was executed on 2/11/2026 at Las Vegas NV

By: Signed by: Joy Rosen 46B1E2AA2B9D4A0...

Joy Rosen, Declarant

VERIFICATION

I, JORDAN ROSEN, individually and as Trustee of the Ruby Red JR Revocable Trust Dated February 20, 2025, am a Plaintiff in the above-entitled action, and am authorized to make this Verification on behalf of myself and as Trustee. I have read the foregoing **FIRST AMENDED COMPLAINT** and know the contents thereof. I am informed and believe and, on that ground, allege that the matters stated in the foregoing document are true.

I declare under penalty of perjury under the law of the State of California that the foregoing is true and correct and that this Verification was executed on 2/11/2026 at Irvine, CA

By: DocuSigned by: Jordan Rosen 46B1E2AA2B9D4A0...

Jordan Rosen, Individually and as Trustee of the Ruby Red JR Revocable Trust Dated February 20, 2025, Declarant

EXHIBIT 1

. 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	LOS ANGELES	:
[Type of Recording Jurisdiction]		[Name of Recording Jurisdiction]	

LOT 2766 OF TRACT NO. 6170, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 79 PAGES 89 AND 90 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
A.P.N.: 2171-020-046

which currently has the address of 4825 GALENDO STREET
[Street]

WOODLAND HILLS [City], California 91364 [Zip Code] ("Property Address");

EXHIBIT 2

The land referred to herein below is situated in the County of Los Angeles, State of California and is described as follows:

Parcel 1:

Lots 2 and 3 of Tract No. 11696 in the County of Los Angeles, State of California, as per Map recorded in Book 252 Pages 31 and 32 of maps, in the Office of the County Recorder of said County.

Parcel 2:

That portion of Lot 4 in Tract No. 11696 in the County of Los Angeles, State of California, as per Map recorded in Book 252 Pages 31 and 32 of Maps, in the Office of the County Recorder of said County, lying Easterly of the Southerly prolongation of the Westerly line of Lot 2 of said Tract No. 11696.

APN: 5814-028-009

EXHIBIT 3

Legal Description

For APN/Parcel ID(s): 6356-015-018

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

LOT 18 OF TRACT NO. 12751, IN THE CITY OF COMMERCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 244, PAGES 20 AND 21 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT AN UNDIVIDED ONE-HALF INTEREST OF ALL OIL AND GAS IN AND UNDER SAID LAND AS RESERVED IN DEED FROM SUBURBAN LAND COMPANY, A CORPORATION, RECORDED JANUARY 2, 1946.

EXHIBIT 4

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

LOT 17 IN BLOCK 11 OF TRACT NO. 4301, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 50 PAGE(S) 98 AND 99 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
A.P.N.: 5241-017-005

which currently has the address of 4429 & 4431 TRIGGS STREET
[Street]
LOS ANGELES, California 90040 ("Property Address");
[City] [Zip Code]

Exhibit "2"

EXHIBIT 5

Legal Description

The land hereinafter referred to is situated in the City of Commerce, County of Los Angeles, State of CA, and is described as follows:

Parcel 1:

Lot 1 of Tract No. 52317, in the City of Commerce, County of Los Angeles, State of California, as per Map recorded in Book 1238 Page(s) 5 through 8 inclusive of Maps, in the Office of the County Recorder of said County.

Except therefrom all oil, gas, minerals and other hydrocarbon substances, lying below a depth of 500 feet from the surface of said property, but with no right of surface entry, where they have been previously reserved in Instruments of Record.

Parcel 2:

Excepting therefrom an easement for public utilities in, over and across the Westerly 10.00 feet of said Lot 1.

Parcel 3:

Also excepting therefrom an easement for private driveway and fire lane over that portion of said Lot 1 as delineated on the Map of said Tract as "Private Driveway and Fire Lane".

Parcel 4:

An easement for drainage and utility purposes, in, over and across the portion of Lot 5 in said Tract No. 52317, lying Southerly of the following described line.

Beginning at a point in the Southerly line of said Lot 5 that is North 89° 59' 10" West 55.00 Feet from the Southeast corner of said Lot 5; thence North 89° 59' 10" West 15.00 feet to the Westerly line of said Lot 5.

APN: 5241-029-036

EXHIBIT 6

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

LOT 34 OF WIESENDANGER CITY TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 10 PAGE 1, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
A.P.N.: 5135-010-009

which currently has the address of 1707 SOUTH BONNIE BRAE STREET [Street]

LOS ANGELES [City], California 90006 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and

EXHIBIT 7

The land referred to herein below is situated in the County of San Francisco, State of California and is described as follows:

Beginning at a point on the Northerly line of 23rd Street, distant thereon 75 feet Easterly from the Easterly line Kansas Street running thence Easterly along said line of 23rd Street 25 feet; thence at a right angle Northerly 100 feet; thence at a right angle Westerly 25 feet; and thence at a right angle Southerly 100 feet to the point of beginning.

Being a portion of Potrero Nuevo Block No. 145, in the City of San Francisco, County of San Francisco, State of California.

APN: 27-4158 -033-01

EXHIBIT 8

EXHIBIT A
Legal Description

The land hereinafter referred to is situated in the City of Los Angeles, County of Los Angeles, State of CA, and is described as follows:

A Condominium Composed of:

Parcel 1:

(A) An undivided 1/60th interest in and to Lot 1 of Tract No. 51927, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 1217 Pages 33 and 34 of Maps, in the office of the County Recorder of said County.

Except therefrom Units 1 to 60 inclusive as defined and delineated on a Condominium Plan recorded May 13, 1996 as Instrument No. 96-739964 and as amended September 27, 1996 as Instrument No. 96-1591946, both of Official Records.

Also except therefrom petroleum and hydrocarbon substances in and under said land as reserved by Alice Mather and James Mather in deed recorded May 13, 1931 in Book 10801 Page 150, Official Records.

(B) Unit 44 as defined and delineated on the above referred to condominium plan.

Parcel 2:

An exclusive easement, appurtenant to Parcel 1 above, for all uses and purposes of a "parking space" over and across that portion of Lot 1 of said Tract No. 51927 defined and delineated as "Exclusive Use Common Area" P39 (and) P40 on the above referred to condominium plan.

APN: 2653-026-044

EXHIBIT 9

Underwritten By: Doma Title Insurance, Inc.
Escrow No.:

SoCal Title Company
Order No.: SC-13993-BU

EXHIBIT A

The land referred to herein below is situated in the County of Los Angeles, State of California and is described as follows:

Lot 9 of Tract 12878, as shown by Map on file in Book 262, Pages 39 and 40 of Maps, in the Office of the County Recorder of said county.

Excepting therefrom that portion of said Lot 9 shown as future street on the map of said tract.

APN: 5816-019-007

EXHIBIT 10

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions, and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of LOS ANGELES :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:
LOTS 22 THROUGH 24 INCLUSIVE OF TRACT NO. 23067, AS PER MAP RECORDED IN BOOK 732, PAGE(S) 21 TO 24 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
A.P.N.: 7005-008-081

which currently has the address of 13316 ARCTIC CIRCLE
[Street]
SANTA FE SPRINGS , California 90670 ("Property Address");
[City] [Zip Code]

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, Rents, issues and profits thereof, royalties, mineral rights, oil or gas rights or profits, water rights, miscellaneous proceeds, insurance proceeds, and fixtures now or subsequently a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to grant and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific California state requirements 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 will pay each Periodic Payment when due. Borrower will also pay any prepayment charges and late charges due under the Note, and any other amounts due under this Security Instrument. Payments due under the Note and this Security Instrument must be made in U.S. currency. If any check or other instrument received by Lender as payment under

Exhibit "2"

EXHIBIT 11

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 222-111-022-000 and 222-111-023-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF HUMBOLDT, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE

THAT PARCEL IN SECTION 26, TOWNSHIP 4 SOUTH, RANGE 3 EAST, HUMBOLDT MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED 3436.46 FEET SOUTH AND 2429.50 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION 26, SAID POINT BEING ALSO LOCATED ON THE EASTERLY RIGHT OF WAY LINE OF THE CERTAIN STRIP OF LAND 40 FEET WIDE, DEEDED TO THE COUNTY OF HUMBOLDT, JANUARY 4, 1935 BY DEED RECORDED IN BOOK 217 OF DEEDS, PAGE 302, HUMBOLDT COUNTY RECORDS; AND RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG SAID RIGHT OF WAY LINE, SOUTH 25 DEGREES 33 MINUTES EAST, 180 FEET; THENCE SOUTH 64 DEGREES 27 MINUTES EAST, 264 FEET; THENCE NORTH 25 DEGREES 33 MINUTES EAST, 180 FEET; AND THENCE NORTH 64 DEGREES 27 MINUTES WEST, 264 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

BEGINNING AT A POINT LOCATED 3598.83 FEET SOUTH AND 2507.13 FEET WEST OF THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 4 SOUTH RANGE 3 EAST, HUMBOLDT MERIDIAN; THENCE ALONG THE EAST LINE OF THE COUNTY ROAD, SOUTH 25 DEGREES 33 MINUTES WEST, 460.3 FEET; THENCE 88 DEGREES 48 MINUTES EAST, 525 FEET TO THE WEST EDGE OF THE SOUTH FORK OF THE EEL RIVER; THENCE ALONG THE WEST EDGE OF SAID RIVER AND ITS MEANDERS, NORTH 34 DEGREES 35 MINUTES EAST, 353.4 FEET;

THENCE LEAVING SAID RIVER, NORTH 48 DEGREES 57-1/2 MINUTES WEST, 280 FEET; THENCE SOUTH 25 DEGREES 33 MINUTES WEST, 180 FEET; AND THENCE NORTH 64 DEGREES 27 MINUTES WEST, 264 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE FOLLOWING TRACT OF LAND:

BEGINNING AT A POINT LOCATED 3598.86 FEET SOUTH AND 2507.13 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH 25 DEGREES 33 MINUTES WEST ALONG THE EAST LINE OF THE COUNTY ROAD 460.3 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 48 MINUTES EAST, 525 FEET TO THE WEST EDGE OF THE SOUTH FORK OF THE EEL RIVER; THENCE ALONG THE WEST EDGE OF SAID RIVER AND US MEANDERS, NORTH 34 DEGREES 35 MINUTES EAST 53 FEET, MORE OR LESS, TO A POINT WHICH BEARS NORTH 25 DEGREES 33 MINUTES EAST 265 FEET AND SOUTH 64 DEGREES 27 MINUTES EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 64 DEGREES 27 MINUTES WEST TO THE EAST LINE OF THE COUNTY ROAD; AND THENCE SOUTH 25 DEGREES 33 MINUTES WEST ALONG THE EAST LINE, A DISTANCE OF 265 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT 12

Order Number: **O-SA-7208142**

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

Lot 86 of Tract No. 17846, as per map recorded in Book 500, Pages 18 to 20 of Maps, in the office of the County Recorder of said county.

Excepting therefrom all rights to oils and minerals in and under said land, but without right of entry to the surface or to the subsurface to a depth of 500 feet of said land.

APN: 2628-016-008

EXHIBIT 13

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions, and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of LOS ANGELES :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LOT 16 IN BLOCK 14 OF TRACT NO. 4768, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 52 PAGES 58 AND 59 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
A.P.N.: 5246-007-016

which currently has the address of 1008-1010 SOUTH DUNCAN AVENUE
[Street]
LOS ANGELES , California 90022 ("Property Address");
[City] [Zip Code]

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, Rents, issues and profits thereof, royalties, mineral rights, oil or gas rights or profits, water rights, miscellaneous proceeds, insurance proceeds, and fixtures now or subsequently a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to grant and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific California state requirements 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 will pay each Periodic Payment when due. Borrower will also pay any prepayment charges and late charges due under the Note, and any other amounts due under this Security Instrument. Payments due under the Note and this Security Instrument must be made in U.S. currency. If any check or other instrument received by Lender as payment under

Exhibit "2"

EXHIBIT 14

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions, and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY	of	LOS ANGELES :
[Type of Recording Jurisdiction]		[Name of Recording Jurisdiction]

LOT 243 AND THE EAST 25 FEET OF LOT 242 OF TRACT NO. 9545, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 136 PAGE(S) 78 TO 86 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES, LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID PROPERTY, BUT WITH NO RIGHT OF SURFACE ENTRY, WHERE THEY HAVE BEEN PREVIOUSLY RESERVED IN INSTRUMENTS OF RECORD.
A.P.N.: 2042-013-055

which currently has the address of 23103 LEONORA DRIVE
[Street]
WOODLAND HILLS [City], California 91367 [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, Rents, issues and profits thereof, royalties, mineral rights, oil or gas rights or profits, water rights, miscellaneous proceeds, insurance proceeds, and fixtures now or subsequently a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to grant and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific California state requirements 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 will pay each Periodic Payment when due. Borrower will also pay any prepayment charges and late charges due under the Note, and any other amounts due under this Security Instrument. Payments due under the Note and this Security Instrument must be made in U.S. currency. If any check or other instrument received by Lender as payment under

EXHIBIT 15

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions, and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of LOS ANGELES :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LOT 28 OF TRACT NO. 10166, IN THE CITY OF SAN MARINO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 149 PAGES 34 AND 35 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
A.P.N.: 5323-011-034

which currently has the address of 764 PLYMOUTH ROAD
[Street]
SAN MARINO , California 91108 ("Property Address");
[City] [Zip Code]

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, Rents, issues and profits thereof, royalties, mineral rights, oil or gas rights or profits, water rights, miscellaneous proceeds, insurance proceeds, and fixtures now or subsequently a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to grant and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific California state requirements 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 will pay each Periodic Payment when due. Borrower will also pay any prepayment charges and late charges due under the Note, and any other amounts due under this Security Instrument. Payments due under the Note and this Security Instrument must be made in U.S. currency. If any check or other instrument received by Lender as payment under

EXHIBIT 16

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions, and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY	of	LOS ANGELES	:
[Type of Recording Jurisdiction]		[Name of Recording Jurisdiction]	

LOT 7 OF NORMANDIE AVENUE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGE 97 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPTING THEREFROM THE NORTHERLY 14 FEET.
A.P.N.: 5037-013-007

which currently has the address of 1254 EXPOSITION BOULEVARD
[Street]
LOS ANGELES , California 90007 ("Property Address");
[City] [Zip Code]

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, Rents, issues and profits thereof, royalties, mineral rights, oil or gas rights or profits, water rights, miscellaneous proceeds, insurance proceeds, and fixtures now or subsequently a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to grant and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing.

THIS SECURITY INSTRUMENT combines uniform covenants for national use with limited variations and non-uniform covenants that reflect specific California state requirements 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 will pay each Periodic Payment when due. Borrower will also pay any prepayment charges and late charges due under the Note, and any other amounts due under this Security Instrument. Payments due under the Note and this Security Instrument must be made in U.S. currency. If any check or other instrument received by Lender as payment under

RAINES FELDMAN LITTRELL LLP
c/o Kyra E. Andrassy
4675 MacArthur Court, Suite 1550
Newport Beach, CA 92660

SANTA ANA CA 926
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WRIGHT, FINLAY & ZAK, LLP
T. Robert Finlay
Olivier J. Labarre
4665 MacArthur Court, Suite 200
Newport Beach, CA 92660

92660-181150

Exhibit "3"

CM-180

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address)*: Kyra E. Andrassy, SBN 207959 Raines Feldman Littrell LLP 4675 MacArthur Court, Suite 1550 Newport Beach, CA 92660 TELEPHONE NO.: 310-440-4100 FAX NO. *(Optional)*: E-MAIL ADDRESS *(Optional)*: kandrassy@raineslaw.com ATTORNEY FOR *(Name)*: Allstate Lending Group, Inc. and Allstate Lending Group Servicing LLC	FOR *COURT USE ONLY*
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Stanley Mosk Courthouse	
PLAINTIFF/PETITIONER: Aron Abecassis, et al. DEFENDANT/RESPONDENT: Allstate Lending Group, Inc., et al.	
NOTICE OF STAY OF PROCEEDINGS	CASE NUMBER: 26STCV03367 JUDGE: Hon. Virginia Keeny DEPT.: 45

To the court and to all parties:

1. Declarant *(name)*: Kyra E. Andrassy
   a. ☒ is ☐ the party ☒ the attorney for the party who requested or caused the stay.
   b. ☐ is ☐ the plaintiff or petitioner ☐ the attorney for the plaintiff or petitioner. The party who requested the stay has not appeared in this case or is not subject to the jurisdiction of this court.
2. This case is stayed as follows:
   a. ☐ With regard to all parties.
   b. ☒ With regard to the following parties *(specify by name and party designation)*: Defendants Allstate Lending Group, Inc. and Allstate Lending Group Servicing LLC
3. Reason for the stay:
   a. ☒ Automatic stay caused by a filing in another court. *(Attach a copy of the Notice of Commencement of Case, the bankruptcy petition, or other document showing that the stay is in effect, and showing the court, case number, debtor, and petitioners.)*
   b. ☐ Order of a federal court or of a higher California court. *(Attach a copy of the court order.)*
   c. ☐ Contractual arbitration under Code of Civil Procedure section 1281.4. *(Attach a copy of the order directing arbitration.)*
   d. ☐ Arbitration of attorney fees and costs under Business and Professions Code section 6201. *(Attach a copy of the client's request for arbitration showing filing and service.)*
   e. ☐ Other:

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

Date: March 3, 2026

Kyra E. Andrassy
(TYPE OR PRINT NAME OF DECLARANT)

▶ Kyra Andrassy
(SIGNATURE)

Form Adopted for Mandatory Use
Judicial Council of California
CM-180 [Rev. January 1, 2007]

NOTICE OF STAY OF PROCEEDINGS

Cal. Rules of Court, rule 3.650
www.courtinfo.ca.gov

Exhibit "3"

Information to identify the case:

Debtor	Allstate Lending Group, Inc. Name	EIN:	95-4527881
United States Bankruptcy Court	Central District of California	Date case filed for chapter:	11 2/27/26
Case number:	2:26-bk-11879-NB		

Official Form 309F1 (For Corporations or Partnerships)

Notice of Chapter 11 Bankruptcy Case

10/20

For the debtor listed above, a case has been filed under chapter 11 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read both pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtor or the debtor's property. For example, while the stay is in effect, creditors cannot sue, assert a deficiency, repossess property, or otherwise try to collect from the debtor. Creditors cannot demand repayment from the debtor by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees.

Confirmation of a chapter 11 plan may result in a discharge of debt. A creditor who wants to have a particular debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office within the deadline specified in this notice. (See line 11 below for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at https://pacer.uscourts.gov).

The staff of the bankruptcy clerk's office cannot give legal advice.

Do not file this notice with any proof of claim or other filing in the case.

1.	**Debtor's full name**	Allstate Lending Group, Inc.	
2.	**All other names used in the last 8 years**		
3.	**Address**	c/o Howard B Grobstein, CRO 6300 Canoga Ave, Suite 1500W Woodland Hills, CA 91367	
4.	**Debtor's attorney** Name and address	Kyra E Andrassy Raines Feldman Littrell LLP 4675 MacArthur Court Ste 1550 Newport Beach, CA 92660	Contact phone 310-440-4100 Email: kandrassy@raineslaw.com
5.	**Bankruptcy clerk's office** Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at https://pacer.uscourts.gov.	255 East Temple Street, Los Angeles, CA 90012	Hours open: 9:00AM to 4:00 PM Contact phone 855-460-9641 Dated: 3/2/26
6.	**Meeting of creditors** The debtor's representative must attend the meeting to be questioned under oath by the trustee and creditors. Creditors may attend, but are not required to do so.	**March 30, 2026 at 09:00 AM** The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket. The court, after notice and a hearing, may order that the United States trustee not convene the meeting if the debtor has filed a plan for which the debtor solicited acceptances before filing the case.	Location: **TELEPHONIC MEETING, CONFERENCE LINE:1-888-330-1716, PARTICIPANT CODE:8009991**

6/LL2

For more information, see page 2 >

Exhibit "3"

Case 2:26-bk-11879-NB Doc 6 Filed 03/02/26 Entered 03/02/26 14:35:26 Desc
Notice of Ch11 Mtg C/P Page 2 of 2

Debtor **Allstate Lending Group, Inc.** Case number **2:26-bk-11879-NB**

7. Proof of claim deadline	**Deadline for filing proof of claim:** Notice of deadline will be sent at a later time. A proof of claim is a signed statement describing a creditor's claim. A proof of claim form may be obtained at www.uscourts.gov or any bankruptcy clerk's office. Your claim will be allowed in the amount scheduled unless: • your claim is designated as *disputed*, *contingent*, or *unliquidated;* • you file a proof of claim in a different amount; or • you receive another notice. If your claim is not scheduled or if your claim is designated as *disputed*, *contingent*, or *unliquidated*, you must file a proof of claim or you might not be paid on your claim and you might be unable to vote on a plan. You may file a proof of claim even if your claim is scheduled. You may review the schedules at the bankruptcy clerk's office or online at https://pacer.uscourts.gov. Secured creditors retain rights in their collateral regardless of whether they file a proof of claim. Filing a proof of claim submits a creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a proof of claim may surrender important nonmonetary rights, including the right to a jury trial.
8. Exception to discharge deadline The bankruptcy clerk's office must receive a complaint and any required filing fee by the following deadline.	If § 523(c) applies to your claim and you seek to have it excepted from discharge, you must start a judicial proceeding by filing a complaint by the deadline stated below. **Deadline for filing the complaint:** 5/29/26
9. Creditors with a foreign address	If you are a creditor receiving notice mailed to a foreign address, you may file a motion asking the court to extend the deadlines in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.
10. Filing a Chapter 11 bankruptcy case	Chapter 11 allows debtors to reorganize or liquidate according to a plan. A plan is not effective unless the court confirms it. You may receive a copy of the plan and a disclosure statement telling you about the plan, and you may have the opportunity to vote on the plan. You will receive notice of the date of the confirmation hearing, and you may object to confirmation of the plan and attend the confirmation hearing. Unless a trustee is serving, the debtor will remain in possession of the property and may continue to operate its business.
11. Discharge of debts	Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. See 11 U.S.C. § 1141(d). A discharge means that creditors may never try to collect the debt from the debtor except as provided in the plan. If you want to have a particular debt owed to you excepted from the discharge under 11 U.S.C. § 1141(d)(6)(A), you must start a judicial proceeding by filing a complaint and paying the filing fee in the bankruptcy clerk's office by the deadline.
12. Bankruptcy Fraud and Abuse	Any questions or information relating to bankruptcy fraud or abuse should be addressed to the Fraud Complaint Coordinator, Office of the United States Trustee, 915 Wilshire Blvd., Suite 1850, Los Angeles, CA 90017.

Exhibit "3"

Case 2:26-bk-11882-NB Doc 5 Filed 03/02/26 Entered 03/02/26 14:24:59 Desc
Notice of Ch11 Mtg C/P Page 1 of 2

Information to identify the case:

Debtor: Allstate Lending Group Servicing LLC — Name — EIN: 46-5455100

United States Bankruptcy Court: Central District of California — Date case filed for chapter: 11 2/27/26

Case number: 2:26-bk-11882-NB

Official Form 309F1 (For Corporations or Partnerships)

Notice of Chapter 11 Bankruptcy Case

10/20

For the debtor listed above, a case has been filed under chapter 11 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read both pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtor or the debtor's property. For example, while the stay is in effect, creditors cannot sue, assert a deficiency, repossess property, or otherwise try to collect from the debtor. Creditors cannot demand repayment from the debtor by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees.

Confirmation of a chapter 11 plan may result in a discharge of debt. A creditor who wants to have a particular debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office within the deadline specified in this notice. (See line 11 below for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at https://pacer.uscourts.gov).

The staff of the bankruptcy clerk's office cannot give legal advice.

Do not file this notice with any proof of claim or other filing in the case.

1. Debtor's full name	Allstate Lending Group Servicing LLC	
2. All other names used in the last 8 years		
3. Address	c/o Howard B Grobstein, CRO 6300 Canoga Avenue, Suite 1500W Woodland Hills, CA 91367	
4. Debtor's attorney Name and address	Kyra E Andrassy Raines Feldman Littrell LLP 4675 MacArthur Court Ste 1550 Newport Beach, CA 92660	Contact phone 310-440-4100 Email: kandrassy@raineslaw.com
5. Bankruptcy clerk's office Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at https://pacer.uscourts.gov.	255 East Temple Street, Los Angeles, CA 90012	Hours open: 9:00AM to 4:00 PM Contact phone 855-460-9641 Dated: 3/2/26
6. Meeting of creditors The debtor's representative must attend the meeting to be questioned under oath by the trustee and creditors. Creditors may attend, but are not required to do so.	**March 30, 2026 at 09:30 AM** The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket. The court, after notice and a hearing, may order that the United States trustee not convene the meeting if the debtor has filed a plan for which the debtor solicited acceptances before filing the case.	Location: **TELEPHONIC MEETING, CONFERENCE LINE:1-888-330-1716, PARTICIPANT CODE:8009991**

5/LL2

For more information, see page 2 >

Exhibit "3"

Case 2:26-bk-11882-NB Doc 5 Filed 03/02/26 Entered 03/02/26 14:24:59 Desc
Notice of Ch11 Mtg C/P Page 2 of 2

Debtor **Allstate Lending Group Servicing LLC** Case number **2:26-bk-11882-NB**

7. Proof of claim deadline	**Deadline for filing proof of claim:** Notice of deadline will be sent at a later time. A proof of claim is a signed statement describing a creditor's claim. A proof of claim form may be obtained at www.uscourts.gov or any bankruptcy clerk's office. Your claim will be allowed in the amount scheduled unless: • your claim is designated as *disputed*, *contingent*, or *unliquidated;* • you file a proof of claim in a different amount; or • you receive another notice. If your claim is not scheduled or if your claim is designated as *disputed*, *contingent*, or *unliquidated*, you must file a proof of claim or you might not be paid on your claim and you might be unable to vote on a plan. You may file a proof of claim even if your claim is scheduled. You may review the schedules at the bankruptcy clerk's office or online at https://pacer.uscourts.gov. Secured creditors retain rights in their collateral regardless of whether they file a proof of claim. Filing a proof of claim submits a creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a proof of claim may surrender important nonmonetary rights, including the right to a jury trial.
8. Exception to discharge deadline The bankruptcy clerk's office must receive a complaint and any required filing fee by the following deadline.	If § 523(c) applies to your claim and you seek to have it excepted from discharge, you must start a judicial proceeding by filing a complaint by the deadline stated below. **Deadline for filing the complaint:** 5/29/26
9. Creditors with a foreign address	If you are a creditor receiving notice mailed to a foreign address, you may file a motion asking the court to extend the deadlines in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.
10. Filing a Chapter 11 bankruptcy case	Chapter 11 allows debtors to reorganize or liquidate according to a plan. A plan is not effective unless the court confirms it. You may receive a copy of the plan and a disclosure statement telling you about the plan, and you may have the opportunity to vote on the plan. You will receive notice of the date of the confirmation hearing, and you may object to confirmation of the plan and attend the confirmation hearing. Unless a trustee is serving, the debtor will remain in possession of the property and may continue to operate its business.
11. Discharge of debts	Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. See 11 U.S.C. § 1141(d). A discharge means that creditors may never try to collect the debt from the debtor except as provided in the plan. If you want to have a particular debt owed to you excepted from the discharge under 11 U.S.C. § 1141(d)(6)(A), you must start a judicial proceeding by filing a complaint and paying the filing fee in the bankruptcy clerk's office by the deadline.
12. Bankruptcy Fraud and Abuse	Any questions or information relating to bankruptcy fraud or abuse should be addressed to the Fraud Complaint Coordinator, Office of the United States Trustee, 915 Wilshire Blvd., Suite 1850, Los Angeles, CA 90017.

Exhibit "3"

PROOF OF SERVICE

I am over the age of 18 and not a party to the within action; I am employed by Raines Feldman Littrell LLP and its business address is 4675 MacArthur Court, Suite 1550
Newport Beach, CA 92660.

On March 3, 2026, I served the following document(s) described as **NOTICE OF STAY OF PROCEEDINGS**.

☒ **BY MAIL:** I placed said envelope(s) for collection and mailing, following ordinary business practices, at the business offices of Raines Feldman Littrell LLP, and addressed as shown below, for deposit in the United States Postal Service. I am readily familiar with the practice of Raines Feldman Littrell LLP for collection and processing correspondence for mailing with the United States Postal Service, and said envelope(s) will be deposited with the United States Postal Service on said date in the ordinary course of business.

☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification addresses listed below.

WRIGHT, FINLAY & ZAK, LLP T. Robert Finlay Olivier J. Labarre 4665 MacArthur Court, Suite 200 Newport Beach, CA 92660 Email: tfinlay@wrightlegal.net olabarre@wrightlegal.net	*Attorneys for Plaintiffs ARON ABECASSIS, Trustee of the Aron Abecassis Revocable Trust Dated April 14, 2004; TRMY INC; JAMES M. GILMOUR; DONNA D. GILMOUR; JOY ROSEN; JORDAN ROSEN, individually and as Trustee of the Ruby Red JR Revocable Trust Dated February 20, 2025*

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

Executed March 3, 2026 at Newport Beach, California.

Connie-Marie Santiago

Connie-Marie Santiago

Exhibit "3"

Fill in this information to identify the case:

United States Bankruptcy Court for the:

CENTRAL DISTRICT OF CALIFORNIA

Case number *(if known)* ________ Chapter **11**

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/25

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals,* is available.

1.	**Debtor's name**	**Allstate Lending Group, Inc.**
2.	**All other names debtor used in the last 8 years** Include any assumed names, trade names and *doing business as* names	
3.	**Debtor's federal Employer Identification Number** (EIN)	**95-4527881**
4.	**Debtor's address**	**Principal place of business** **2540 Corporate Place, B108** **Monterey Park, CA 91754** Number, Street, City, State & ZIP Code **Los Angeles** County **Mailing address, if different from principal place of business** **c/o Howard B. Grobstein, CRO** **6300 Canoga Avenue, Suite 1500W** **Woodland Hills, CA 91367** P.O. Box, Number, Street, City, State & ZIP Code **Location of principal assets, if different from principal place of business** **c/o Howard B. Grobstein, CRO** **6300 Canoga Avenue, Suite 1500W Woodland Hills, CA 91367** Number, Street, City, State & ZIP Code
5.	**Debtor's website** (URL)	
6.	**Type of debtor**	■ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP)) ☐ Partnership (excluding LLP) ☐ Other. Specify:

Exhibit "4"

Case 2:26-bk-11879-NB Doc 1 Filed 02/26/26 Entered 02/26/26 16:45:07 Desc
Main Document Page 2 of 35

Debtor **Allstate Lending Group, Inc.** Case number (*if known*)
Name

7. Describe debtor's business

A. *Check one:*

☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))

☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))

☐ Railroad (as defined in 11 U.S.C. § 101(44))

☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))

☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))

☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))

■ None of the above

B. *Check all that apply*

☐ Tax-exempt entity (as described in 26 U.S.C. §501)

☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. §80a-3)

☐ Investment advisor (as defined in 15 U.S.C. §80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes.

5222

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

☐ Chapter 7

☐ Chapter 9

■ Chapter 11. *Check **all** that apply*:

- ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $3,424,000 (amount subject to adjustment on 4/01/28 and every 3 years after that).
- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter V of Chapter 11.
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?
If more than 2 cases, attach a separate list.

■ No.
☐ Yes.

District ______ When ______ Case number ______
District ______ When ______ Case number ______

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

☐ No
■ Yes.

Exhibit "4"

Debtor **Allstate Lending Group, Inc.**
Name

Case number (*if known*)

List all cases. If more than 1, attach a separate list

Debtor	**Allstate Lending Group Servicing LLC**			Relationship	**Affiliates**
District	**Central District of California**	When	**2/27/26**	Case number, if known	

11. Why is the case filed in *this district?*

Check all that apply:

■ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

☐ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

■ No

☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (*Check all that apply.*)

☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard?

☐ It needs to be physically secured or protected from the weather.

☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

☐ Other

Where is the property?

Number, Street, City, State & ZIP Code

Is the property insured?

☐ No

☐ Yes. Insurance agency

Contact name

Phone

Statistical and administrative information

13. Debtor's estimation of available funds

. *Check one:*

■ Funds will be available for distribution to unsecured creditors.

☐ After any administrative expenses are paid, no funds will be available to unsecured creditors.

14. Estimated number of creditors

☐ 1-49	☐ 1,000-5,000	☐ 25,001-50,000
☐ 50-99	☐ 5001-10,000	☐ 50,001-100,000
☐ 100-199	☐ 10,001-25,000	☐ More than100,000
■ 200-999		

15. Estimated Assets

☐ $0 - $50,000	☐ $1,000,001 - $10 million	☐ $500,000,001 - $1 billion
☐ $50,001 - $100,000	☐ $10,000,001 - $50 million	☐ $1,000,000,001 - $10 billion
☐ $100,001 - $500,000	☐ $50,000,001 - $100 million	☐ $10,000,000,001 - $50 billion
■ $500,001 - $1 million	☐ $100,000,001 - $500 million	☐ More than $50 billion

16. Estimated liabilities

☐ $0 - $50,000	☐ $1,000,001 - $10 million	☐ $500,000,001 - $1 billion
☐ $50,001 - $100,000	☐ $10,000,001 - $50 million	☐ $1,000,000,001 - $10 billion
☐ $100,001 - $500,000	■ $50,000,001 - $100 million	☐ $10,000,000,001 - $50 billion
☐ $500,001 - $1 million	☐ $100,000,001 - $500 million	☐ More than $50 billion

Exhibit "4"

Debtor **Allstate Lending Group, Inc.** Case number (*if known*)
Name

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

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

Executed on **February 27, 2026**
MM / DD / YYYY

X Signature of authorized representative of debtor

Howard Grobstein
Printed name

Title **Chief Restructuring Officer**

18. Signature of attorney

Signature of attorney for debtor

Date **February 27, 2026**
MM / DD / YYYY

Kyra E. Andrassy
Printed name

Raines Feldman Littrell LLP
Firm name

4675 MacArthur Court
Suite 1550
Newport Beach, CA 92660
Number, Street, City, State & ZIP Code

Contact phone **(310) 440-4100** Email address **kandrassy@raineslaw.com**

207959 CA
Bar number and State

Case 2:26-bk-11879-NB Doc 1 Filed 02/26/26 Entered 02/26/26 16:26:37 Desc
Main Document Page 5 of 35

ACTION BY WRITTEN CONSENT OF THE SHAREHOLDERS

OF ALLSTATE LENDING GROUP, INC., a California corporation

The undersigned, being all of the shareholders of Allstate Lending Group, Inc., a California corporation (the "Corporation") and pursuant to Section 603 of the California Corporations Code and the bylaws of the Corporation, do hereby take the following actions by their written consent:

WHEREAS Sections 300 through 318 of the California Corporations Code authorize the board of directors and shareholders to delegate to officers employees, and agents the authority to conduct the business of a corporation. By separate written consent, the undersigned shareholders consented to the retention of Howard Grobstein as the chief restructuring officer ("**CRO**") for the Corporation.

WHEREAS the shareholders have determined that it is advisable and in the best interests of the Corporation and its creditors for the Corporation to file a voluntary chapter 11 bankruptcy petition under Title 11 of the United States Code.

NOW THEREFORE BE IT RESOLVED that the Corporation is authorized to file a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Central District of California (the "**Bankruptcy Court**") and perform any and all such acts as are reasonable, advisable, expedient, convenient, proper or necessary to effect the foregoing; and it is further

RESOLVED that the CRO is authorized, empowered, and directed, with full power of delegation, to negotiate, execute, deliver, and file with the Bankruptcy Court, in the name and on behalf of the Corporation, and under its corporate seal or otherwise, all plans, petitions, schedules, statements, motions, lists, applications, pleadings, papers, affidavits, declarations, orders and other documents; and it is further

RESOLVED that the CRO is authorized, empowered, and directed, with full power of delegation, in the name and on behalf of the Corporation, to take and perform any and all further acts and deeds that the CRO deems necessary, appropriate, or desirable in connection with the Corporation's bankruptcy case and in furtherance of the restructuring of the Corporation's debts and obligations, all as consistent with these resolutions and to carry out and put into effect the purposes of these resolutions, and the transactions contemplated by these resolutions, their authority thereunto to be evidenced by the taking of such actions.

SHAREHOLDERS:

Date: February 24, 2026

____
Michael Scannell

Date: February __, 2026

____
Kenneth Rubendall

10739182.1

ACTION BY WRITTEN CONSENT OF THE SHAREHOLDERS

OF ALLSTATE LENDING GROUP, INC., a California corporation

The undersigned, being all of the shareholders of Allstate Lending Group, Inc., a California corporation (the "Corporation") and pursuant to Section 603 of the California Corporations Code and the bylaws of the Corporation, do hereby take the following actions by their written consent:

WHEREAS Sections 300 through 318 of the California Corporations Code authorize the board of directors and shareholders to delegate to officers employees, and agents the authority to conduct the business of a corporation. By separate written consent, the undersigned shareholders consented to the retention of Howard Grobstein as the chief restructuring officer (**"CRO"**) for the Corporation.

WHEREAS the shareholders have determined that it is advisable and in the best interests of the Corporation and its creditors for the Corporation to file a voluntary chapter 11 bankruptcy petition under Title 11 of the United States Code.

NOW THEREFORE BE IT RESOLVED that the Corporation is authorized to file a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Central District of California (the **"Bankruptcy Court"**) and perform any and all such acts as are reasonable, advisable, expedient, convenient, proper or necessary to effect the foregoing; and it is further

RESOLVED that the CRO is authorized, empowered, and directed, with full power of delegation, to negotiate, execute, deliver, and file with the Bankruptcy Court, in the name and on behalf of the Corporation, and under its corporate seal or otherwise, all plans, petitions, schedules, statements, motions, lists, applications, pleadings, papers, affidavits, declarations, orders and other documents; and it is further

RESOLVED that the CRO is authorized, empowered, and directed, with full power of delegation, in the name and on behalf of the Corporation, to take and perform any and all further acts and deeds that the CRO deems necessary, appropriate, or desirable in connection with the Corporation's bankruptcy case and in furtherance of the restructuring of the Corporation's debts and obligations, all as consistent with these resolutions and to carry out and put into effect the purposes of these resolutions, and the transactions contemplated by these resolutions, their authority thereunto to be evidenced by the taking of such actions.

SHAREHOLDERS:

Date: February __, 2026

Michael Scannell

Date: February 24, 2026

Kenneth Rubendall

10739182.1

Fill in this information to identify the case:

Debtor name **Allstate Lending Group, Inc.**

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number (if known) ________

☐ Check if this is an amended filing

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets–Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended *Schedule*
- ☐ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ■ Other document that requires a declaration **List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders**

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

Executed on **February 27, 2026**

X ________
Signature of individual signing on behalf of debtor

Howard Grobstein
Printed name

Chief Restructuring Officer
Position or relationship to debtor

Exhibit "4"

Fill in this information to identify the case:	
Debtor name	**Allstate Lending Group, Inc.**
United States Bankruptcy Court for the:	**CENTRAL DISTRICT OF CALIFORNIA**
Case number (if known):	

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 20 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 20 largest unsecured claims.

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim*
Marks Captial 512 Via De La Valle Suite 300 Solana Beach, CA 92075	**brendon@trilogyig.com**		**Contingent Unliquidated Disputed**			**$10,585,000.00**
Jay Refold 270F N Camino Real Unit 295 Encinitas, CA 92024	**jrefold@gmail.com**		**Contingent Unliquidated Disputed**			**$8,575,000.00**
C-Family Investments 2730 N 9th Street Canon City, CO 81212			**Contingent Unliquidated Disputed**			**$5,090,000.00**
Trmy Inc 5840 W Craig Road Suite 120-132 Las Vegas, NV 89630	**brett@brettfriedmancpa.com**		**Contingent Unliquidated Disputed**			**$5,037,050.00**
Valerie Weiss 920 Chester Avenue San Marino, CA 91108	**valkgw@yahoo.com**		**Contingent Unliquidated Disputed**			**$4,505,000.00**
Greg Perrine 256 Palmer Street Costa Mesa, CA 92627	**gperrine@murowcm.com**		**Contingent Unliquidated Disputed**			**$3,910,000.00**
King Family Investments 5120 Avenida Encinas Carlsbad, CA 92008	**bill@kingbenefits.com**		**Contingent Unliquidated Disputed**			**$2,600,000.00**
Jay Cervenka LT trust 211 W Paseo De Cristobal San Clemente, CA 92672	**dmgallion2@gmail.com**		**Contingent Unliquidated Disputed**			**$2,540,000.00**

* The amounts listed are based on the amounts invested and do not take into account the value of the creditors' beneficial interest, if any, in any secured loan(s) that they may have funded in whole or in part.

Exhibit "4"

Case 2:26-bk-11879-NB Doc 1 Filed 02/27/26 Entered 02/27/26 16:23:37 Desc
Main Document Page 9 of 34

Debtor **Allstate Lending Group, Inc.**
Name

Case number *(if known)*

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services,	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim*
Jeff Keenan 725 10th Street Manhattan Beach, CA 90266	**jdkeenan@gte.net**		**Contingent Unliquidated Disputed**			**$2,475,000.00**
Steve Mergenthaler 455 Hillcrest Dr Encinetas, CA 92024	**stevemerg@aol.com**		**Contingent Unliquidated Disputed**			**$2,450,000.00**
Scott Hackman 4637 N Painted Sky Dr St George, UT 84770	**shackman666@gmail.com**		**Contingent Unliquidated Disputed**			**$2,420,000.00**
Brett Perrine 26571 Stetson Pl Laguna Hills, CA 92653	**bperrine@moote.com 714-926-8768**		**Contingent Unliquidated Disputed**			**$2,000,000.00**
Don Edge 887 Delgado Pl Escondido, CA 92025	**edge73@cox.net**		**Contingent Unliquidated Disputed**			**$2,000,000.00**
Denise Cervenka IRA 2012 Craig Avenue Altadena, CA 91001	**dmgallion2@gmail.com**		**Contingent Unliquidated Disputed**			**$1,975,000.00**
Patrick Obrien 1624 Via Sage San Celemente, CA 92673	**Patrick@ptchoa.com**		**Contingent Unliquidated Disputed**			**$1,970,000.00**
Aron Abecassis Trustee of the Aron Abecassis Rev Trust Dtd 4/14/04 Todd Chvat / Wright, Finlay & Zak 4665 MacArthur Ct., Suite 200 Newport Beach, CA 92660	**Todd E. Chvat tchvat@wrightlegal.net 949-477-5050**	**Litigation**	**Contingent Unliquidated Disputed**			**$1,837,000.00**
Michael Marks 17153 Calle Corte #2061 Rancho Santa Fe, CA 92067	**tigmick@me.com**		**Contingent Unliquidated Disputed**			**$1,800,000.00**
Grant Michelson 1242 El Vago St La Canada, CA 91011	**grant@michelsonlab.com 562-928-0553**		**Contingent Unliquidated Disputed**			**$1,600,000.00**
Jon Woodruff 585 Oakfield Lane Menlo Park, CA 94025	**jonallenwoodruff@me.com 650-722-3604**		**Contingent Unliquidated Disputed**			**$1,540,000.00**

* The amounts listed are based on the amounts invested and do not take into account the value of the creditors' beneficial interest, if any, in any secured loan(s) that they may have funded in whole or in part.

Exhibit "4"

Case 2:26-bk-11879-NB Doc 1 Filed 03/06/26 Entered 03/06/26 16:26:37 Desc
Main Document Page 10 of 55

Debtor **Allstate Lending Group, Inc.** Case number *(if known)*
Name

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services,	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim*
Eric Pearson 427 E 17th Street Suite F-483 Costa Mesa, CA 92627	**epearson99@yahoo.com 949-412-4321**		**Contingent Unliquidated Disputed**			**$1,390,000.00**

* The amounts listed are based on the amounts invested and do not take into account the value of the creditors' beneficial interest, if any, in any secured loan(s) that they may have funded in whole or in part.

Exhibit "4"

Case 2:26-bk-11879-NB Doc 1 Filed 02/27/26 Entered 02/27/26 14:52:37 Desc Main Document Page 1 of 35

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address	FOR COURT USE ONLY
Kyra E. Andrassy **4675 MacArthur Court** **Suite 1550** **Newport Beach, CA 92660** **(310) 440-4100** California State Bar Number: **207959 CA** **kandrassy@raineslaw.com** ☐ *Debtor(s) appearing without an attorney* ■ *Attorney for Debtor*	

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA

In re: **Allstate Lending Group, Inc.** Debtor(s).	CASE NO.: CHAPTER: **11** **VERIFICATION OF MASTER MAILING LIST OF CREDITORS*** **[LBR 1007-1(a)]**

Pursuant to LBR 1007-1(a), the Debtor, or the Debtor's attorney if applicable, certifies under penalty of perjury that the master mailing list of creditors filed in this bankruptcy case, consisting of 24 sheet(s) is complete, correct, and consistent with the Debtor's schedules and I/we assume all responsibility for errors and omissions.

Date: **February 27, 2026** ______________________ Signature of Debtor 1

Date: ______________________ Signature of Debtor 2 (joint debtor)) (if applicable)

Date: **February 27, 2026** ______________________ Signature of Attorney for Debtor (if applicable)

* This was compiled to the best of the Debtor's ability based on the available books and records and may be supplemented as additional information becomes available.

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Case 2:26-bk-11879-NB Doc 1 Filed 02/27/26 Entered 02/27/26 16:26:37 Desc
Main Document Page 13 of 35

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Case 2:26-bk-11879-NB Doc 1 Filed 02/27/26 Entered 02/27/26 16:53:27 Desc
Main Document Page 11 of 15

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Case 2:26-bk-11879-NB Doc 41 Filed 02/27/26 Entered 02/27/26 16:26:37 Desc
Main Document Page 17 of 125

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Case 2:26-bk-11879-NB Doc 1 Filed 02/27/26 Entered 02/27/26 16:23:37 Desc
Main Document Page 22 of 135

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Case 2:26-bk-11879-NB Doc 1 Filed 02/27/26 Entered 02/27/26 16:26:37 Desc
Main Document Page 19 of 35

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Case 2:26-bk-11879-NB Doc 1 Filed 02/27/26 Entered 02/27/26 16:26:37 Desc
Main Document Page 26 of 35

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Case 2:26-bk-11879-NB Doc 1 Filed 02/27/26 Entered 02/27/26 16:26:37 Desc
Main Document Page 29 of 35

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Case 2:26-bk-11879-NB Doc 1 Filed 02/26/26 Entered 02/26/26 16:23:37 Desc
Main Document Page 34 of 35

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Case 2:26-bk-11879-NB Doc 1 Filed 02/27/26 Entered 02/27/26 16:26:37 Desc Main Document Page 35 of 35

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United States Bankruptcy Court Central District of California	
In re: Allstate Lending Group, Inc.	CHAPTER NO.: 11
	CASE NO.: 2:26−bk−11879−NB

NOTICE OF CASE DEFICIENCY
UNDER 11 U.S.C. § 521(a)(1) AND BANKRUPTCY RULE 1007

To Debtor and Debtor's Attorney of Record,

Pursuant to F.R.B.P. 1007, you must file the following documents within 14 days from the date of the filing of your petition. Your case may be dismissed if you fail to do so.

Summary(Form 106Sum or 206Sum)
Schd A/B(Form106A/B or 206A/B)
Eq. Sec. Hold. List
Schedule D (Form 106D or 206D)
StmtFinAffairs(Form107 or 207)
Schd E/F(Form106E/F or 206E/F)
Schedule G (Form 106G or 206G)
Schedule H (Form 106H or 206H)

The Revised Official Bankruptcy Forms are mandatory and are available at www.cacb.uscourts.gov/forms

According to Bankruptcy Rule 1007(c), within 14 days after you filed the petition, **YOU MUST EITHER:**

(1) File the required documents. If the document is filed electronically, no hard copy need to be submitted to the court. (See Local Bankruptcy Rule 5005−2(d) and Court Manual, Appendix "F" as to whether a copy must be served on the judge.)

OR

(2) File and serve a motion for an order extending the time to file the required document(s).

IF YOU DO NOT COMPLY, in a timely manner with either of the above alternatives, your case may be the subject of an order to show cause to dismiss the case. Motion for extension of time to file schedules and other papers shall comply with Local Bankruptcy Rule 1007−1, and shall be supported by admissible evidence demonstrating cause for the requested extension.

Dated: February 27, 2026

For the Court
Kathleen J. Campbell
Clerk of Court

Exhibit "4"

Fill in this information to identify the case:

United States Bankruptcy Court for the:

CENTRAL DISTRICT OF CALIFORNIA

Case number *(if known)* ______________ Chapter **11**

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/25

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals,* is available.

1.	**Debtor's name**	**Allstate Lending Group Servicing LLC**	
2.	**All other names debtor used in the last 8 years** Include any assumed names, trade names and *doing business as* names		
3.	**Debtor's federal Employer Identification Number** (EIN)	**46-5455100**	
4.	**Debtor's address**	**Principal place of business** **2540 Corporate Place, B108** **Monterey Park, CA 91754** Number, Street, City, State & ZIP Code **Los Angeles** County	**Mailing address, if different from principal place of business** **c/o Howard B. Grobstein, CRO** **6300 Canoga Avenue, Suite 1500W** **Woodland Hills, CA 91367** P.O. Box, Number, Street, City, State & ZIP Code **Location of principal assets, if different from principal place of business** **c/o Howard B. Grobstein, CRO** **6300 Canoga Avenue, Suite 1500W Woodland Hills, CA 91367** Number, Street, City, State & ZIP Code
5.	**Debtor's website** (URL)		
6.	**Type of debtor**	■ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP)) ☐ Partnership (excluding LLP) ☐ Other. Specify:	

Exhibit "5"

Debtor **Allstate Lending Group Servicing LLC** Case number (*if known*)
Name

7. Describe debtor's business

A. *Check one:*

☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
☐ Railroad (as defined in 11 U.S.C. § 101(44))
☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
■ None of the above

B. *Check all that apply*

☐ Tax-exempt entity (as described in 26 U.S.C. §501)
☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. §80a-3)
☐ Investment advisor (as defined in 15 U.S.C. §80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See http://www.uscourts.gov/four-digit-national-association-naics-codes.

5223

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

☐ Chapter 7
☐ Chapter 9
■ Chapter 11. *Check* ***all*** *that apply*:

- ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $3,424,000 (amount subject to adjustment on 4/01/28 and every 3 years after that).
- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter V of Chapter 11.
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?
If more than 2 cases, attach a separate list.

■ No.
☐ Yes.

District		When		Case number	
District		When		Case number	

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

☐ No
■ Yes.

Exhibit "5"

Debtor **Allstate Lending Group Servicing LLC** Case number (*if known*)
Name

List all cases. If more than 1, attach a separate list	Debtor	**Allstate Lending Group, Inc.**			Relationship	**Affiliates**
	District	**Central District of California**	When	**2/27/26**	Case number, if known	**2:26-bk-11879**

11. Why is the case filed in *this district?*

Check all that apply:

■ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

☐ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

■ No

☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (*Check all that apply.*)

☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard?

☐ It needs to be physically secured or protected from the weather.

☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

☐ Other

Where is the property?

Number, Street, City, State & ZIP Code

Is the property insured?

☐ No

☐ Yes. Insurance agency

Contact name

Phone

Statistical and administrative information

13. Debtor's estimation of available funds

. *Check one:*

■ Funds will be available for distribution to unsecured creditors.

☐ After any administrative expenses are paid, no funds will be available to unsecured creditors.

14. Estimated number of creditors

☐ 1-49	☐ 1,000-5,000	☐ 25,001-50,000
☐ 50-99	☐ 5001-10,000	☐ 50,001-100,000
☐ 100-199	☐ 10,001-25,000	☐ More than100,000
■ 200-999		

15. Estimated Assets

☐ $0 - $50,000	☐ $1,000,001 - $10 million	☐ $500,000,001 - $1 billion
☐ $50,001 - $100,000	☐ $10,000,001 - $50 million	☐ $1,000,000,001 - $10 billion
☐ $100,001 - $500,000	☐ $50,000,001 - $100 million	☐ $10,000,000,001 - $50 billion
■ $500,001 - $1 million	☐ $100,000,001 - $500 million	☐ More than $50 billion

16. Estimated liabilities

☐ $0 - $50,000	☐ $1,000,001 - $10 million	☐ $500,000,001 - $1 billion
☐ $50,001 - $100,000	☐ $10,000,001 - $50 million	☐ $1,000,000,001 - $10 billion
☐ $100,001 - $500,000	■ $50,000,001 - $100 million	☐ $10,000,000,001 - $50 billion
☐ $500,001 - $1 million	☐ $100,000,001 - $500 million	☐ More than $50 billion

Exhibit "5"

Debtor **Allstate Lending Group Servicing LLC**
Name

Case number (*if known*)

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

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

Executed on **February 27, 2026**
MM / DD / YYYY

X
Signature of authorized representative of debtor

Howard Grobstein
Printed name

Title **Chief Restructuring Officer**

18. Signature of attorney

X
Signature of attorney for debtor

Date **February 27, 2026**
MM / DD / YYYY

Kyra E. Andrassy
Printed name

Raines Feldman Littrell LLP
Firm name

4675 MacArthur Court
Suite 1550
Newport Beach, CA 92660
Number, Street, City, State & ZIP Code

Contact phone **(310) 440-4100** Email address **kandrassy@raineslaw.com**

207959 CA
Bar number and State

Case 2:26-bk-11788-NB Doc 4 Filed 02/26/26 Entered 02/26/26 16:24:42 Desc
Main Document Page 5 of 30

ACTION BY WRITTEN CONSENT OF THE SOLE MEMBER

OF ALLSTATE LENDING GROUP SERVICING, LLC,

a California limited liability corporation

The undersigned, being the sole member of Allstate Lending Group Servicing, LLC, a California limited liability company (the "Company") and pursuant to Section 17704.07 of the California Revised Uniform Limited Liability Company Act and the operating agreement of the Company, do hereby take the following actions by written consent:

WHEREAS Section 17704.07 of the California Revised Uniform Limited Liability Company Act and the operating agreement authorize the Member to delegate to officers, employees, and agents the authority to conduct the business of the Company and the Member previously consented to the retention of Howard Grobstein as the chief restructuring officer ("**CRO**") for the Company.

WHEREAS the Member has determined that it is advisable and in the best interests of the Company and its creditors for the Company to file a voluntary chapter 11 bankruptcy petition under Title 11 of the United States Code.

NOW THEREFORE BE IT RESOLVED that the Company is authorized to file a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Central District of California (the "**Bankruptcy Court**") and perform any and all such acts as are reasonable, advisable, expedient, convenient, proper or necessary to effect the foregoing; and it is further

RESOLVED that the CRO is authorized, empowered, and directed, with full power of delegation, to negotiate, execute, deliver, and file with the Bankruptcy Court, in the name and on behalf of the Company, and under its corporate seal or otherwise, all plans, petitions, schedules, statements, motions, lists, applications, pleadings, papers, affidavits, declarations, orders and other documents; and it is further

RESOLVED that the CRO is authorized, empowered, and directed, with full power of delegation, in the name and on behalf of the Company, to take and perform any and all further acts and deeds that the CRO deems necessary, appropriate, or desirable in connection with the Company's bankruptcy case and in furtherance of the restructuring of the Company's debts and obligations, all as consistent with these resolutions and to carry out and put into effect the purposes of these resolutions, and the transactions contemplated by these resolutions, their authority thereunto to be evidenced by the taking of such actions.

IN WITNESS WHEREOF the undersigned, being the sole member of the Company, has executed this action and adopted this resolution by written consent, evidenced by signature below, which may be delivered electronically. This action and written consent shall become effective upon execution below.

Date: February 24, 2026

Michael Scannell

Fill in this information to identify the case:	
Debtor name	**Allstate Lending Group Servicing LLC**
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA
Case number (if known)	

☐ Check if this is an amended filing

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to $500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets–Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended *Schedule*
- ☐ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ■ Other document that requires a declaration **List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders**

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

Executed on **February 27, 2026**

X
Signature of individual signing on behalf of debtor

Howard Grobstein
Printed name

Chief Restructuring Officer
Position or relationship to debtor

Exhibit "5"

Fill in this information to identify the case:	
Debtor name	**Allstate Lending Group Servicing LLC**
United States Bankruptcy Court for the:	**CENTRAL DISTRICT OF CALIFORNIA**
Case number (if known):	

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 20 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 20 largest unsecured claims.

Name of creditor and complete mailing address, including zip code	Name, telephone number and email address of creditor contact	Nature of claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of claim — If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim*
Marks Captial 512 Via De La Valle Suite 300 Solana Beach, CA 92075	**brendon@trilogyig.com**		**Contingent Unliquidated Disputed**			**$10,585,000.00**
Jay Refold 270F N Camino Real Unit 295 Encinitas, CA 92024	**jrefold@gmail.com**		**Contingent Unliquidated Disputed**			**$8,575,000.00**
C-Family Investments 2730 N 9th Street Canon City, CO 81212			**Contingent Unliquidated Disputed**			**$5,090,000.00**
Trmy Inc 5840 W Craig Road Suite 120-132 Las Vegas, NV 89630	**brett@brettfriedmancpa.com**		**Contingent Unliquidated Disputed**			**$5,037,050.00**
Valerie Weiss 920 Chester Avenue San Marino, CA 91108	**valkgw@yahoo.com**		**Contingent Unliquidated Disputed**			**$4,505,000.00**
Greg Perrine 256 Palmer Street Costa Mesa, CA 92627	**gperrine@murowcm.com**		**Contingent Unliquidated Disputed**			**$3,910,000.00**
King Family Investments 5120 Avenida Encinas Carlsbad, CA 92008	**bill@kingbenefits.com**		**Contingent Unliquidated Disputed**			**$2,600,000.00**
Jay Cervenka LT trust 211 W Paseo De Cristobal San Clemente, CA 92672	**dmgallion2@gmail.com**		**Contingent Unliquidated Disputed**			**$2,540,000.00**

* The amounts listed are based on the amounts invested and do not take into account the value of the creditors' beneficial interest, if any, in any secured loan(s) that they may have funded in whole or in part.

Exhibit "5"

Debtor **Allstate Lending Group Servicing LLC**
Name

Case number *(if known)*

Name of creditor and complete mailing address, including zip code	**Name, telephone number and email address of creditor contact**	**Nature of claim** (for example, trade debts, bank loans, professional services,	**Indicate if claim is contingent, unliquidated, or disputed**	**Amount of claim** If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	**Deduction for value of collateral or setoff**	**Unsecured claim***
Jeff Keenan 725 10th Street Manhattan Beach, CA 90266	**jdkeenan@gte.net**		**Contingent Unliquidated Disputed**			**$2,475,000.00**
Steve Mergenthaler 455 Hillcrest Dr Encinetas, CA 92024	**stevemerg@aol.com**		**Contingent Unliquidated Disputed**			**$2,450,000.00**
Scott Hackman 4637 N Painted Sky Dr St George, UT 84770	**shackman666@gmail.com**		**Contingent Unliquidated Disputed**			**$2,420,000.00**
Brett Perrine 26571 Stetson Pl Laguna Hills, CA 92653	**bperrine@moote.com 714-926-8768**		**Contingent Unliquidated Disputed**			**$2,000,000.00**
Don Edge 887 Delgado Pl Escondido, CA 92025	**edge73@cox.net**		**Contingent Unliquidated Disputed**			**$2,000,000.00**
Denise Cervenka IRA 2012 Craig Avenue Altadena, CA 91001	**dmgallion2@gmail.com**		**Contingent Unliquidated Disputed**			**$1,975,000.00**
Patrick Obrien 1624 Via Sage San Celemente, CA 92673	**Patrick@ptchoa.com**		**Contingent Unliquidated Disputed**			**$1,970,000.00**
Aron Abecassis Trustee of the Aron Abecassis Rev Trust Dtd 4/14/04 Todd Chvat / Wright, Finlay & Zak 4665 MacArthur Ct., Suite 200 Newport Beach, CA 92660	**Todd E. Chvat tchvat@wrightlegal.net 949-477-5050**	**Litigation**	**Contingent Unliquidated Disputed**			**$1,837,000.00**
Michael Marks 17153 Calle Corte #2061 Rancho Santa Fe, CA 92067	**tigmick@me.com**		**Contingent Unliquidated Disputed**			**$1,800,000.00**
Grant Michelson 1242 El Vago St La Canada, CA 91011	**grant@michelsonlab.com 562-928-0553**		**Contingent Unliquidated Disputed**			**$1,600,000.00**
Jon Woodruff 585 Oakfield Lane Menlo Park, CA 94025	**jonallenwoodruff@me.com 650-722-3604**		**Contingent Unliquidated Disputed**			**$1,540,000.00**

* The amounts listed are based on the amounts invested and do not take into account the value of the creditors' beneficial interest, if any, in any secured loan(s) that they may have funded in whole or in part.

Exhibit "5"

Debtor **Allstate Lending Group Servicing LLC** Case number *(if known)*
Name

Name of creditor and complete mailing address, including zip code	**Name, telephone number and email address of creditor contact**	**Nature of claim** (for example, trade debts, bank loans, professional services,	**Indicate if claim is contingent, unliquidated, or disputed**	**Amount of claim** If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	**Deduction for value of collateral or setoff**	**Unsecured claim***
Eric Pearson 427 E 17th Street Suite F-483 Costa Mesa, CA 92627	**epearson99@yahoo.com 949-412-4321**		**Contingent Unliquidated Disputed**			**$1,390,000.00**

* The amounts listed are based on the amounts invested and do not take into account the value of the creditors' beneficial interest, if any, in any secured loan(s) that they may have funded in whole or in part.

Exhibit "5"

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address	FOR COURT USE ONLY
Kyra E. Andrassy **4675 MacArthur Court** **Suite 1550** **Newport Beach, CA 92660** **(310) 440-4100** California State Bar Number: **207959 CA** **kandrassy@raineslaw.com** ☐ *Debtor(s) appearing without an attorney* ■ *Attorney for Debtor*	

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA

In re:	
Allstate Lending Group Servicing LLC Debtor(s).	CASE NO.: CHAPTER: **11** **VERIFICATION OF MASTER MAILING LIST OF CREDITORS*** **[LBR 1007-1(a)]**

Pursuant to LBR 1007-1(a), the Debtor, or the Debtor's attorney if applicable, certifies under penalty of perjury that the master mailing list of creditors filed in this bankruptcy case, consisting of 20 sheet(s) is complete, correct, and consistent with the Debtor's schedules and I/we assume all responsibility for errors and omissions.

Date: **February 27, 2026** ______________________
Signature of Debtor 1

Date: ______________________ ______________________
Signature of Debtor 2 (joint debtor)) (if applicable)

Date: **February 27, 2026** Kyra Andrassy
Signature of Attorney for Debtor (if applicable)

* This was compiled to the best of the Debtor's ability based on the available books and records and may be supplemented as additional information becomes available.

Exhibit "5"

Case 2:26-bk-11788-NB Doc 1 Filed 02/27/26 Entered 02/27/26 16:26:42 Desc
Main Document Page 11 of 40

Allstate Lending Group Servicing LLC
c/o Howard B. Grobstein, CRO
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Woodland Hills, CA 91367

Kyra E. Andrassy
Raines Feldman Littrell LLP
4675 MacArthur Court
Suite 1550
Newport Beach, CA 92660

Office of the United States Trustee
915 Wilshire Blvd., Suite 1850
Los Angeles, CA 90017

3367 Crestwood Parkway Holding
7 St. Paul Street, Suite 1660
Baltimore, MD 21202

Adam Deierling
5328 Sharynne Ln
Torrance, CA 90505

Alexandria Wheeler
13958 Chester Ave
Saratoga, CA 95070

Alisa Abecassis
c/o Todd E. Chvat
Wright Finlay & Zak LLp
4665 MacArthur Ct #200
Newport Beach, CA 92660

Allen Reback
2115 Voorhees Ave
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Redondo Beach, CA 90278

Andrew Roundtree
76 Giralda Walk
Long Beach, CA 90803

Andrew Roundtree IRA
76 Giralda Walk
Long Beach, CA 90803

Anthony Guichard
300 Saint Joseph Ave
Long Beach, CA 90814

Ardent Hospice
2110 N. Winery Ave
Fresno, CA 93703

Aron Abecassis Trustee of the Aron
  Abecassis Rev Trust Dtd 4/14/04
Todd Chvat / Wright, Finlay & Zak
4665 MacArthur Ct., Suite 200
Newport Beach, CA 92660

Arthur Nighswonger
944 S Greenwood Ave
Montebello, CA 90640

Benjamin Kirsh
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Los Alamitos, CA 90720

Bob Ward
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Case 2:26-bk-11789-NB Doc 41 Filed 03/2/26 Entered 03/2/26 16:24:24 Desc Main Document Page 140 of 162

Brendon Marks
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Brendon Marks IRA
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Brett Perrine
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Laguna Hills, CA 92653

Brian Scilacci
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Pacific Palisades, CA 90272

Brian Van Vechten
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Chalan Investments
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Chris Ragone
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San Clemente, CA 92672

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Apt 208A
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Christine B. Hord
c/o Eric Miller
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Sacramento, CA 95814

Christine Munyon
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San Clemente, CA 92673

Connor Reeves
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Cynthia Scannell IRA
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Case 2:26-bk-11789-NB Doc 1 Filed 02/27/26 Entered 02/27/26 17:02:24 Desc
Main Document Page 146 of 160

Dale Johnson
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San Diego, CA 92106

Dale Zeh
973 Country Club Parkway
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Dan Wagner
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Portland, OR 97212

Daniel Waldburger
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La Jolla, CA 92037

Daniel Waldburger IRA
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La Jolla, CA 92037

Dave Walters
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Las Vegas, NV 89166

David Dotson
213 Spring Creek Pl NE
Albuquerque, NM 87122

David Kummer
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Case 2:26-bk-11789-NB Doc 1 Filed 02/27/26 Entered 02/27/26 16:24:24 Desc
Main Document Page 147 of 170

DeKalb County Tax Commissioner
Property Tax Division
P.O. Box 100004
Decatur, GA 30030

Denise Cervenka
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Denise Cervenka IRA
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Dilip Punjabi
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#318
Orange, CA 92867

Don Edge
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Escondido, CA 92025

Don Sanford
820 Orpheus Avenue
Apt 2
Encinitas, CA 92024

Donnel Hord
2665 W Bullard Ave
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Donnell W. Hord Jr.
c/o Eric Miller
Boutin Jones Inc.
555 Capitol Mall, Suite 1500
Sacramento, CA

Case 2:26-bk-11789-NB Doc 1 Filed 02/27/26 Entered 02/27/26 17:02:42 Desc
Main Document Page 17 of 30

Elizabeth Lodwick
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Employment Development Department
Bankruptcy Group MIC 92E
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Evan Refold
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Everest Management
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Franchise Tax Board
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Internal Revenue Service
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Janwinn Investment
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Jay Cervenka LT trust
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San Clemente, CA 92672

Jay Refold
270F N Camino Real
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Jay Refold as Trustee of the Refold
Family Trust Dated 2/28/2002
Michael Wallin/Wallin and Russell
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Jeff Duvall
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Jeff Keenan
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Jeffrey Duvall
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Joy Rosen
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Lisa Preston IRA
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Case 2:26-bk-11789-NB Doc 1 Filed 02/27/26 Entered 02/27/26 10:02:24 Desc
Main Document Page 150 of 155

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MCV Asset Funding
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MCV Investments
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Michael C Vernick
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Michael Marks IRA
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Ofer Ton
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Ognol Properties
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Case 2:26-bk-11788-NB Doc 1 Filed 02/27/26 Entered 02/27/26 17:02:42 Desc
Main Document Page 153 of 170

Patrick Obrien
1624 Via Sage
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Paul Cervenka
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S Pasadena, CA 91030

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Silvina Vaccaro
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Newport Beach, CA 92663

State Board of Equalization
Special Operations Bankruptcy Team
MIC 74
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Sacramento, CA 94279-0074

State of Florida
Florida Deparatment of Revenue
Office of Technical Assistance
P.O. Box 7443
Tallahassee, FL 32314

State of Florida Leon County
P. O. Box 1835
Tallahassee, FL 32302

State of Georgia Fulton County
Fulton County Tax Commissioner
141 Pryor St. SW, Suite 1106
Atlanta, GA 30303

Steve Mergenthaler
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Encinetas, CA 92024

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1272 Sherwood Rd
San Marino, CA 91108

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Lake Forest, CA 92630

Theodore Santos
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Boulder, CO 80304

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San Juan Capistrano, CA 92675

Timothy Smith
3323 SW Seola Ln
Seattle, WA 98146

Tootall LLC
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Huntington Beach, CA 92648

Trmy Inc
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Las Vegas, NV 89630

Valerie Weiss
920 Chester Avenue
San Marino, CA 91108

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La Canada, CA 91011

Woongil Choe
10405 Independence Ave
Chatsworth, CA 91311

United States Bankruptcy Court **Central District of California**	
In re: Allstate Lending Group Servicing LLC	CHAPTER NO.: 11
	CASE NO.: 2:26−bk−11882−NB

NOTICE OF CASE DEFICIENCY
UNDER 11 U.S.C. § 521(a)(1) AND BANKRUPTCY RULE 1007

To Debtor and Debtor's Attorney of Record,

Pursuant to F.R.B.P. 1007, you must file the following documents within 14 days from the date of the filing of your petition. Your case may be dismissed if you fail to do so.

Summary(Form 106Sum or 206Sum)
Schd A/B(Form106A/B or 206A/B)
Eq. Sec. Hold. List
Schedule D (Form 106D or 206D)
StmtFinAffairs(Form107 or 207)
Schd E/F(Form106E/F or 206E/F)
Schedule G (Form 106G or 206G)
Schedule H (Form 106H or 206H)

The Revised Official Bankruptcy Forms are mandatory and are available at www.cacb.uscourts.gov/forms

According to Bankruptcy Rule 1007(c), within 14 days after you filed the petition, **YOU MUST EITHER:**

(1) File the required documents. If the document is filed electronically, no hard copy need to be submitted to the court. (See Local Bankruptcy Rule 5005−2(d) and Court Manual, Appendix "F" as to whether a copy must be served on the judge.)

OR

(2) File and serve a motion for an order extending the time to file the required document(s).

IF YOU DO NOT COMPLY, in a timely manner with either of the above alternatives, your case may be the subject of an order to show cause to dismiss the case. Motion for extension of time to file schedules and other papers shall comply with Local Bankruptcy Rule 1007−1, and shall be supported by admissible evidence demonstrating cause for the requested extension.

Dated: February 27, 2026

For the Court
Kathleen J. Campbell
Clerk of Court

Exhibit "5"

WRIGHT, FINLAY & ZAK, LLP
Arnold L. Graff, Esq. SBN 269170
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Attorneys for Movants, ARON ABECASSIS, Trustee of the Aron Abecassis Revocable Trust Dated April 14, 2004

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES DIVISION

In re: ALLSTATE LENDING GROUP SERVICING LLC, Debtor.	Case No.: 2:26-bk-11879-NB Chapter: 11 Jointly Administered with: Case No. 2:26-bk-11882-NB Assigned for all purposes to the Honorable Neil W. Bason **STATEMENT OF CONSENT IN SUPPORT OF MOTION FOR RELIEF FROM AUTOMATIC STAY UNDER 11 U.S.C. § 362 (REAL PROPERTY)**

We, *Grant Michelson, Brett Perrine, and Dicey Perrine,* hereby state as follows:

1. We, along with Movants, are fractionalized interest holders of the below-referenced lien in connection with a loan originated, marketed, and sold by ALLSTATE LENDING GROUP, INC. ("ALG") (debtor in Case No.: 2:26-bk-11879-NB):

> A $2,350,000.00 deed of trust ALG originated, secured by real property commonly known as 600 Foothill Blvd, La Canada, California 91011, having APN 5814-028-009, dated July 14, 2025, and recorded on July 21, 2025, in the Official Records of Los Angeles County, State of California, as Instrument No, 20250486684 ("Foothill Deed of Trust").

2. Pursuant to an Assignment of Deed of Trust recorded July 21, 2025 in the Official Records of Los Angeles County, as Instrument No. 20250486685, Grant Michelson, as Trustee of the Grant Michelson Separate Trust dated December 17, 2014 owns a 21.28% interest in the Foothill Deed of Trust, with Brett Perrine and Dicey Perrine, as Trustees of the Brett Perrine and Dicey Perrine Family Trust dated October 6, 2022 owning a 12.77% interest in the Foothill Deed of Trust.

3. Pursuant to the same Assignment of Deed of Trust, Movant ARON ABECASSIS, Trustee of the Aron Abecassis Revocable Trust Dated April 14, 2004, owns a 17.03% interest in the same Foothill Deed of Trust.

4. Together, Movants and us represent more than 50% of the interest holders in the Foothill Deed of Trust.

5. By way of this statement, we hereby support Movants' Motion for Relief of Stay seeking to terminate ALLSTATE LENDING GROUP SERVICING LLC ("Debtor" or "ALGS") as the servicer of the subject loan/lien and consent to the transfer of said servicing to FCI Lender Services Inc.

Dated: 3/24/26

Grant Michelson, as Trustee of the Grant Michelson Separate Trust dated December 17, 2014

Dated:______________

Brett Perrine, Trustee of the Brett Perrine and Dicey Perrine Family Trust dated October 6, 2022

Dated:______________

Dicey Perrine, Trustee of the Brett Perrine and Dicey Perrine Family Trust dated October 6, 2022

2. Pursuant to an Assignment of Deed of Trust recorded July 21, 2025 in the Official Records of Los Angeles County, as Instrument No. 20250486685, Grant Michelson, as Trustee of the Grant Michelson Separate Trust dated December 17, 2014 owns a 21.28% interest in the Foothill Deed of Trust, with Brett Perrine and Dicey Perrine, as Trustees of the Brett Perrine and Dicey Perrine Family Trust dated October 6, 2022 owning a 12.77% interest in the Foothill Deed of Trust.

3. Pursuant to the same Assignment of Deed of Trust, Movant ARON ABECASSIS, Trustee of the Aron Abecassis Revocable Trust Dated April 14, 2004, owns a 17.03% interest in the same Foothill Deed of Trust.

4. Together, Movants and us represent more than 50% of the interest holders in the Foothill Deed of Trust.

5. By way of this statement, we hereby support Movants' Motion for Relief of Stay seeking to terminate ALLSTATE LENDING GROUP SERVICING LLC ("Debtor" or "ALGS") as the servicer of the subject loan/lien and consent to the transfer of said servicing to FCI Lender Services Inc.

Dated:______________

____
Grant Michelson, as Trustee of the Grant Michelson Separate Trust dated December 17, 2014

Dated: 3/24/26

____
Brett Perrine, Trustee of the Brett Perrine and Dicey Perrine Family Trust dated October 6, 2022

Dated: 3/24/26

____
Dicey Perrine, Trustee of the Brett Perrine and Dicey Perrine Family Trust dated October 6, 2022

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Attorneys for Movant, ARON ABECASSIS, Trustee of the Aron Abecassis Revocable Trust Dated April 14, 2004

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES DIVISION

In re: ALLSTATE LENDING GROUP SERVICING LLC, Debtor.	Case No.: 2:26-bk-11879-NB Chapter: 11 Jointly Administered with: Case No. 2:26-bk-11882-NB Assigned for all purposes to the Honorable Neil W. Bason **STATEMENT OF CONSENT IN SUPPORT OF MOTION FOR RELIEF FROM AUTOMATIC STAY UNDER 11 U.S.C. § 362 (REAL PROPERTY)**

I, Brett Friedman, hereby state as follows:

1. I am the President of TRMY INC, a Wyoming Corporation, and authorized to execute this statement of consent.

2. TRMY INC is a private investor, and along with Movant, is a fractionalized interest holder of the below-referenced lien in connection with a loan originated, marketed, and sold by ALLSTATE LENDING GROUP, INC. ("ALG") (debtor in Case No.: 2:26-bk-11879-NB):

A $895,000.00 deed of trust ALG originated, secured by real property commonly known as 2216-2220 23rd St., San Francisco, California 94107, having APN 27-4158-033-01, dated November 3, 2025, and recorded on November 18, 2025, in the Official Records of San Francisco County, State of California, as Instrument No, 2025095912 (hereinafter referred to as the "2216-2220 23rd St. Property Deed of Trust");

3. Pursuant to an Assignment of Deed of Trust recorded November 20, 2025 in the Official Records of San Francisco County, as Instrument No. 2025098130, TRMY INC owns a 48.6% interest in the 2216-2220 23rd St. Property Deed of Trust.

4. Pursuant to the same Assignment of Deed of Trust, Movant ARON ABECASSIS, Trustee of the Aron Abecassis Revocable Trust Dated April 14, 2004, owns a 27.9% interest in the same 2216-2220 23rd St. Property Deed of Trust.

5. Together, Movant and TRMY INC represent more than 50% of the interest holders in the 2216-2220 23rd St. Property Deed of Trust.

6. By way of this statement, I hereby support Movant's Motion for Relief of Stay seeking to terminate ALLSTATE LENDING GROUP SERVICING LLC ("Debtor" or "ALGS") as the servicer of the subject loan/lien and consent to the transfer of said servicing to FCI Lender Services Inc.

Dated: 3/26/2026

Brett Friedman, President of TRMY INC

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Attorneys for Movant,
ARON ABECASSIS, Trustee of the Aron Abecassis Revocable Trust Dated April 14, 2004

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES DIVISION

In re: ALLSTATE LENDING GROUP SERVICING LLC, Debtor.	Case No.: 2:26-bk-11879-NB Chapter: 11 Jointly Administered with: Case No. 2:26-bk-11882-NB Assigned for all purposes to the Honorable Neil W. Bason **STATEMENT OF CONSENT IN SUPPORT OF MOTION FOR RELIEF FROM AUTOMATIC STAY UNDER 11 U.S.C. § 362 (REAL PROPERTY)**

We, Jon Woodruff, James R. Dotson and Margaret R. Dotson, hereby state as follows:

1. We, along with Movants, are fractionalized interest holders of the below-referenced lien in connection with a loan originated, marketed, and sold by ALLSTATE LENDING GROUP, INC. ("ALG") (debtor in Case No.: 2:26-bk-11879-NB):

> A $1,000,000.00 deed of trust ALG originated, secured by real property commonly known as 1707 S. Bonnie Brae St., Los Angeles, California 90006, having APN 5135-010-009, dated September 11, 2025, and recorded October 9, 2025, in the Official Records of Los Angeles County, State of California, as Instrument No. 20250699741 ("Bonnie Brae Deed of Trust").

2. Pursuant to an Assignment of Deed of Trust recorded October 9, 2025 in the Official Records of Los Angeles County, as Instrument No. 20250699742, Jon Woodruff, as Trustee of the Woodruff Family Trust dated April 28, 2013 owns an 18% interest in the Bonnie Brae Deed of Trust, with James R. Dotson and Margaret R. Dotson, as husband and wife, owning a 10% interest in the Bonnie Brae Deed of Trust.

3. Pursuant to the same Assignment of Deed of Trust, Movant ARON ABECASSIS, Trustee of the Aron Abecassis Revocable Trust Dated April 14, 2004, owns a 30% interest in the same Bonnie Brae Deed of Trust.

4. Together, Movants and us represent more than 50% of the interest holders in the Bonnie Brae Deed of Trust.

5. By way of this statement, we hereby support Movants' Motion for Relief of Stay seeking to terminate ALLSTATE LENDING GROUP SERVICING LLC ("Debtor" or "ALGS") as the servicer of the subject loan/lien and consent to the transfer of said servicing to FCI Lender Services Inc.

Dated: 3/24/26

Jon Woodruff, Trustee of the Woodruff Family Trust dated April 28, 2013

Dated:______________

James R. Dotson

Dated:______________

Margaret R. Dotson

2. Pursuant to an Assignment of Deed of Trust recorded October 9, 2025 in the Official Records of Los Angeles County, as Instrument No. 20250699742, Jon Woodruff, as Trustee of the Woodruff Family Trust dated April 28, 2013 owns an 18% interest in the Bonnie Brae Deed of Trust, with James R. Dotson and Margaret R. Dotson, as husband and wife, owning a 10% interest in the Bonnie Brae Deed of Trust.

3. Pursuant to the same Assignment of Deed of Trust, Movant ARON ABECASSIS, Trustee of the Aron Abecassis Revocable Trust Dated April 14, 2004, owns a 30% interest in the same Bonnie Brae Deed of Trust.

4. Together, Movants and us represent more than 50% of the interest holders in the Bonnie Brae Deed of Trust.

5. By way of this statement, we hereby support Movants' Motion for Relief of Stay seeking to terminate ALLSTATE LENDING GROUP SERVICING LLC ("Debtor" or "ALGS") as the servicer of the subject loan/lien and consent to the transfer of said servicing to FCI Lender Services Inc.

Dated:__________

____
Jon Woodruff, Trustee of the Woodruff Family Trust dated April 28, 2013

Dated: 3/24/26

James R. Dotson

Dated: 3-24-26

Margaret R Dotson
Margaret R. Dotson