MF

26 OCT 26 AM 11:08

FILE KERN CO. CLERK OF THE BD. OF SUPERVISORS
BY _____ DEPUTY

SUM-100

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO): ROBERT BRACE, an individual; SANDRA MONTOYA, an individual; KERN COUNTY PUBLIC WORKS DEPARTMENT BUILDING INSPECTION DIVISION aka KERN COUNTY BUILDING INSPECTION DEPARTMENT, an agency of the County of Kern; SECRETARY OF HOUSING AND URBAN DEVELOPMENT; ALL PERSONS UNKNOWN CLAIMING ANY LEGAL OR EQUITABLE RIGHT, TITLE, ESTATE, LIEN OR INTEREST IN THE PROPERTY ADVERSE TO PLAINTIFF'S TITLE, OR ANY CLOUD ON PLAINTIFF'S TITLE TO THE PROPERTY; and DOES 1 to 10, Inclusive

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
MIDFIRST BANK

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California,
County of Kern
By: Javen Silva
Deputy Clerk
09/28/2026

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):
Kern County Superior Court
Metropolitan Division Justice Building
1215 Truxtun Avenue
Bakersfield, CA 93301

CASE NUMBER:
(Número del Caso):
26CUB03783

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):
Alexander J. Lauvray, Esq. (SBN 333227); Barrett Daffin Frappier Treder & Weiss, LLP Tel: (626) 371-7000; Fax: (972) 661-7709
3990 E. Concours Street, Suite 350, Ontario, CA 91764

DATE: *(Fecha)* **09/28/2026** Clerk, by *(Secretario)* Tara Leal , Deputy *(Adjunto)* **Javen Silva**

(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):* Kern County Public Works Department Building Inspection Division aka Kern County Building Inspection Department, an agency of the County of Kern
   under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
   ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
   ☒ other *(specify):* Public Entity
4. ☑ by personal delivery on *(date):* 10/26/26

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. July 1, 2009]

SUMMONS

Code of Civil Procedure §§ 412.20, 465
www.courts.ca.gov

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ATTORNEY OR PARTY WITHOUT ATTORNEY
NAME: Alexander J. Lauvray, Esq.
FIRM NAME: Barrett Daffin Frappier Treder & Weiss, LLP
STREET ADDRESS: 3990 E. Concours Street, Suite 350
CITY: Ontario
STATE BAR NUMBER: 333227
STATE: CA ZIP CODE: 91764
TELEPHONE NO.: 626-371-7000
FAX NO.: 972-661-7709
EMAIL ADDRESS: AlexL@bdfgroup.com
ATTORNEY FOR (name): Plaintiff, MidFirst Bank

FOR COURT USE ONLY

ELECTRONICALLY FILED
Superior Court of California,
County of Kern
By: Javen Silva
Deputy Clerk
09/28/26 3:48 PM

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Kern
STREET ADDRESS: 1215 Truxtun Avenue
MAILING ADDRESS: 1215 Truxtun Avenue
CITY AND ZIP CODE: Bakersfield, CA 93301
BRANCH NAME: Metropolitan Division Justice Building

CASE NAME: MidFirst Bank v. Robert Brace, et al.

CIVIL CASE COVER SHEET

☒ **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: 26CUB03783

JUDGE: Hon. Bernard C. Barmann, Jr.
DEPT.: H

Items 1–6 below must be completed (see instructions on page 2 and examples on page 3).

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)
- ☐ Song-Beverly Act: Motor Vehicle Lemon Law (49)
- ☐ Rule 3.740 collections (09)
- ☐ Other collections (09)
- ☐ Insurance coverage (18)
- ☐ Other contract (37)

Real Property
- ☐ Eminent domain/Inverse condemnation (14)
- ☐ Wrongful eviction (33)
- ☒ 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)

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):* Three: (1) Reformation of Instruments; (2) Declaratory Relief; and (3) Quiet Title
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: September 28, 2026

Alexander J. Lauvray, Esq.
Type or print name

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, or a collections case under rule 3.740, you must serve a copy of this cover sheet on all other parties to the action or proceeding. (Cal. Rules of Court, rule 3.220.)
- Unless this is a collections case under rule 3.740 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 on page 3 of this form. 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.

CASE TYPES AND EXAMPLES

The list below provides explanations and examples for the case type checkboxes listed in item 1 on this form. The lists of examples below are not meant to be exhaustive, and some case types may have causes of action not listed here.

Auto Tort
- Auto (22)–Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)* (46)

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 environmental/toxic tort)* (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 *(other than contract)* (16)
- Intellectual Property (19)
- Professional Negligence (25)
  - Legal Malpractice
  - Other Professional Malpractice *(not medical)*
- 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)*
  - Negligent Breach of Contract/Warranty
  - Other Breach of Contract/Warranty
- Song-Beverly Act: Motor Vehicle Lemon Law *(check this item if the case involves a Song-Beverly Act claim regarding a motor vehicle)* (49)
- Rule 3.740 Collections *(as defined in Cal. Rules of Court, rule 3.740(a))* (09)
- Other Collections (e.g., money owed, open book accounts, promissory note) (09)
- 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 unlawful detainer)*

Unlawful Detainer
- Commercial (31)
- Residential (32)
- Drugs *(if the case involves illegal drugs, check this item; otherwise, choose Commercial or Residential)* (38)

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 *(if the case involves an Employment Development Department decision, check this item instead of wrongful termination or other employment)* (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 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
  - 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 Government Claim Requirement
  - Other Civil Petition

BY ORDER OF THE BD/SUPV
Referred To: County Counsel
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By: _____, Deputy

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County of Kern
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ALEXANDER J. LAUVRAY
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File No. 9910522

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KERN – METROPOLITAN DIVISION JUSTICE BUILDING

MIDFIRST BANK,

Plaintiff,

vs.

ROBERT BRACE, an individual; SANDRA MONTOYA, an individual; KERN COUNTY PUBLIC WORKS DEPARTMENT BUILDING INSPECTION DIVISION aka KERN COUNTY BUILDING INSPECTION DEPARTMENT, an agency of the County of Kern; SECRETARY OF HOUSING AND URBAN DEVELOPMENT; ALL PERSONS UNKNOWN CLAIMING ANY LEGAL OR EQUITABLE RIGHT, TITLE, ESTATE, LIEN OR INTEREST IN THE PROPERTY ADVERSE TO PLAINTIFF'S TITLE, OR ANY CLOUD ON PLAINTIFF'S TITLE TO THE PROPERTY; and DOES 1 to 10, Inclusive,

Defendants.

CASE NO. 26CUB03783

UNLIMITED CIVIL CASE

VERIFIED COMPLAINT FOR:

1. **REFORMATION OF INSTRUMENTS**
2. **DECLARATORY RELIEF**
3. **QUIET TITLE**

COMES NOW, Plaintiff MidFirst Bank ("Plaintiff") and alleges as follows:

PARTIES TO THE ACTION

1. Plaintiff is a federally-chartered savings association with its principal place of business in Oklahoma City, Oklahoma. Plaintiff holds an FHA-insured first trust deed loan against certain residential real property commonly known as 8820 Eastwind Circle, Bakersfield, California 93306 (APN: 388-371-06-00-0) ("the Property") and legally described as

set forth in **Exhibit 1** attached hereto ("the True Legal Description").

2. Defendants Robert Brace ("Brace") and Sandra Montoya ("Montoya") are the record owners of fee simple title to the Property and borrowers under the FHA-insured first priority lien that encumbers the Property. The acquired title under a full value Grant Deed recorded on March 27, 2018 as Instrument No. 218036081, Official Records of Kern County.

3. Defendant Kern County Building Inspection Department is an agency of the County of Kern that (a) issues building permits to install manufactured homes on permanent foundation systems as prescribed by state law; (b) approves plans and specifications for the proposed installation; (c) inspects and approves the installation to confirm proper installation; (d) issues certificates of occupancy once the installation is completed; and (e) issues and records Notices of Manufactured Home (Mobilehome) or Commercial Coach, Installation on a Foundation System.

4. Defendant Secretary of Housing and Urban Development ("HUD") is the head of the United States Department of Housing and Urban Development, a Cabinet-level federal agency established by Congress. Defendant HUD claims a junior lien interest in the Property under two Deeds of Trust against the Property recorded on recorded on January 14, 2021 as Instrument No. 221007165 and May 24, 2022 as Instrument No. 222081811, Official Records of Kern County. Defendant HUD is named herein for the purpose of having all potential affected lienholders before this Court.

5. Plaintiff does not presently know the true names or capacities of defendants named as Does 1 to 10, inclusive, and therefore sues these defendants by their fictitious names pursuant to Code of Civ. Proc. § 474. Plaintiff will amend this complaint to allege the true names and capacities of said defendants when ascertained.

6. Plaintiff is informed and believed and based thereon alleges that each defendant sued herein as Does 1 to 10, inclusive, claims some legal or equitable right, title, estate, lien or interest in the Property which is subordinate to plaintiff's security as hereafter alleged.

7. Plaintiff joins as defendants "All Persons Unknown Claiming Any Legal or Equitable Right, Title, Estate, Lien, or Interest in the Property Adverse to Plaintiff's Title, or

Any Cloud on Plaintiffs Title to the Property" under Code Civ. Proc. § 762.060(a).

GENERAL ALLEGATIONS

8. The Property is improved with a manufactured home ("MHU") that has been installed on a permanent foundation system as prescribed by Health & Safety Code § 18551. Defendant Kern County Building Inspection Department inspected and approved the installation, issued a certificate of occupancy, and issued a Notice of Manufactured Home (Mobilehome) or Commercial Coach, Installation on a Foundation System (HCD Form 433(A)), which was recorded on March 15, 2018 as Instrument No. 218030193 in the Office of the Kern County Recorder, a true and correct copy of which is attached hereto as **Exhibit 2** and incorporated herein by this reference.

9. Once installed on a permanent foundation system in this manner, the MHU ceased to be personal property and is now deemed a fixture and permanent improvement to the Property. The recorded HCD Form 433A imparts constructive notice of its contents to all persons thereafter dealing with the Property.

10. Defendants Brace and Montoya refinanced the Property with an FHA-insured loan ("Loan"), evidenced by a Note in the original sum of $115,370.00 ("Note") and secured by a Deed of Trust recorded on October 30, 2019 as Instrument No. 219144735 in the Office of the Kern County Recorder ("Deed of Trust"). They appointed the original beneficiary as attorney-in-fact over the MHU, therein referred to as the Collateral, to "re-title the Collateral to correct any errors or to ensure the proper perfection security interest in the Collateral," among other things, through the Manufactured Housing Limited Power of Attorney recorded on October 30, 2019 as Instrument No. 219144734 in the Office of the Kern County Recorded ("Limited POA"). Plaintiff is the holder of the Note and the record beneficiary of the Deed of Trust by assignment. True and correct copies of the Note, Limited POA, Deed of Trust, and Corporate Assignment of Deed of Trust are attached hereto as **Exhibits 3, 4, 5** and **6**, respectively, and incorporated herein by reference.

11. The repayment terms of the Note were modified by written agreement recorded on June 1, 2022 as Instrument No. 222086652, Official Records of Kern County, California

("LMA"), a true and correct copy of which is attached hereto as **Exhibit 7** and incorporated herein by reference.

12. Defendants Brace and Montoya, and their lender always intended that the Loan would be secured by a duly-perfected first priority lien against the Property and all fixtures and permanent improvements thereon, including the manufactured home, which is an eligibility requirement for FHA mortgage insurance under federal regulations.

13. Defendants Brace and Montoya under the Note by failing to pay monthly installments, causing plaintiff to pursue a non-judicial foreclosure action against the Property. The retained law firm obtained a Trustee's Sale Guarantee, which is a limited liability title report, to identify the names and addresses of persons to whom foreclosure notices must be served. Upon review of the title report, plaintiff discovered multiple scrivener's errors in the HCD Form 433(A), Limited POA, Deed of Trust and Loan Modification Agreement, which plaintiff did not know or suspect to exist until that time. The retained law firm obtained a Litigation Guarantee prior to filing this action and upon review plaintiff discovered another scrivener's error in the legal description clouding title to the Property, which plaintiff did not know or suspect to exist until that time. As a result, the foreclosure has been placed on hold pending correction of the title impediments.

14. The recorded HCD Form 433(A) contains the following errors: (a) the legal description is incomplete and merely references the lot and tract number; (b) the assessor's parcel number reads as "388-371-06" and should read as "388-371-06-00-0"; and (c) the label insignia numbers for the MHU read as "CAL165613/CAL165614" and should read as "CAL165613A/CAL165614B."

15. The Limited POA and Deed of Trust each contain the following errors: (a) the legal description omits the oil and mineral rights exceptions; (b) the serial numbers of the MHU are listed as "unknown" and should read as "7530A/7530B;" (c) the label insignia numbers for the MHU read as "CALI165163/CAL165164" and should read as "CAL165613A/CAL165614B"; (d) a variation of the length and width incorrectly read as "95.00/54.00" and should read as "56' x 24'" for each respective piece of the MHU; (e) the

manufacturer is identified as "Remi Homes San Bernardino" but should read as "Remic Industries, Inc."; and (f) the model name and number read a variation of "Woodcrest #661" and should read as "Woodcrest #662."

16. The LMA contains the following errors: (a) the legal description omits the oil and mineral rights exceptions; (b) the assessor's parcel number reads as "38837106000" and should read as "388-371-06-00-0"; and (c) the description of the MHU is omitted.

17. The Grant Deed, Deed of Trust, Limited POA and LMA each erroneously include an exception for any mobile home or manufactured home located on said land in the legal description. A true and correct copy of the Grant Deed is attached hereto as **Exhibit 8**, and incorporated herein by reference.

18. The Grant Deed also identifies the assessor's parcel number as ""388-371-06-00" and should read as "388-371-06-00-0."

FIRST CAUSE OF ACTION

(Reformation of Instruments – Against All Defendants)

19. Plaintiff realleges and incorporates by this reference paragraphs 1 through 18, inclusive, of its Complaint as if set forth in full.

20. Through inadvertence and mutual mistake, the HCD Form 433(A), Grant Deed, Deed of Trust, Limited POA and LMA do not fully and accurately describe the Property and should be reformed to match and/or include the True Legal Description of the Property.

21. Through inadvertence and mutual mistake, the HCD Form 433(A), Grant Deed and LMA do not fully and accurately describe the assessor's parcel number and should be reformed to match the correct assessors' parcel number.

22. Through inadvertence and mutual mistake, the HCD Form 433(A), Deed of Trust, Limited POA and LMA do not fully and accurately describe the MHU and should be reformed to include the full identification of the MHU including its used condition, manufacture's name (Remic Industries, Inc.), model name and no. (Woodcrest #662), respective length and width (56' x 24'), serial numbers (7530A/7530B), and label insignia numbers (CAL165613A/CAL165614B).

23. These errors cloud title to the Property and impair plaintiff's recourse against the FHA mortgage insurance by casting doubt upon ownership of the MHU and the validity, perfection and enforceability of plaintiff's first priority lien. Reformation is proper to fix these mistakes, correct the public records in the Office of the Kern County Recorder, and avoid potential future litigation concerning title to the Property.

24. Plaintiff also seeks a prevailing party determination under the terms of the loan documents to recover its attorney's fees and costs by adding such charges to the secured debt as part of any reinstatement or payoff quote, loan modification or other restructuring, proof of claim in any subsequent bankruptcy proceeding, or credit bid at a subsequent foreclosure sale; provided, however, any such charges shall not be entered as a money judgment in this action and shall not otherwise be enforceable as a personal liability against any defendant.

WHEREFORE, plaintiff prays judgment as hereafter set forth.

SECOND CAUSE OF ACTION

(Declaratory Relief – Against All Defendants)

25. Plaintiff realleges and incorporates by this reference paragraphs 1 through 24, inclusive, of its Complaint as if set forth in full.

26. An actual controversy has arisen and now exists among the parties concerning their respective rights and obligations with respect to the MHU, the Property, the HCD Form 433(A), the Grant Deed, the Deed of Trust, the Limited POA and the LMA. Plaintiff contends that (a) the MHU was and is installed on a permanent foundation as a fixture or improvement to the Property in compliance with state law as Defendant Kern County Building Inspection Department verified on March 8, 2018; (b) Defendants Brace and Montoya own the MHU as a fixture or improvement to the Property; (c) plaintiff's Deed of Trust is a valid, perfected and enforceable first priority lien against the Property and the MHU as a fixture on the Property; (d) the LMA imparts constructive notice of its contents; (e) the HCD Form 433(A), Grant Deed, Deed of Trust, Limited POA and LMA should be reformed to include and/or match the True Legal Description of the Property; (f) the HCD From 433(A), Grant Deed and LMA should be reformed to fully and accurately describe the assessor's parcel number; and (g) the

HCD Form 433(A), Deed of Trust, Limited POA and LMA should be reformed to fully and accurately describe the MHU including its used condition, manufacture's name (Remic Industries, Inc.), model name and no. (Woodcrest #662), respective length and width (56' x 24') for each of the two pieces of the MHU, serial numbers (7530A/7530B), and HUD numbers (CAL165613A/CAL165614B). Plaintiff is informed and believes and based thereon alleges that one or more of defendants dispute these contentions.

27. Plaintiff requests a judicial determination of the parties' rights and duties with respect to the MHU, the Property, the HCD Form 433(A), the Grant Deed, the Deed of Trust, the Limited POA and the LMA. In particular, plaintiff requests a declaratory judgment that (a) the MHU was and is installed on a permanent foundation as a fixture or improvement to the Property in compliance with state law as Defendant Kern County Building Inspection Department verified on March 8, 2018; (b) Defendants Brace and Montoya own the MHU as a fixture or improvement to the Property; (c) plaintiff's Deed of Trust is a valid, perfected and enforceable first priority lien against the Property and the MHU as a fixture on the Property; (d) the LMA imparts constructive notice of its contents; (e) the HCD Form 433(A), Grant Deed, Deed of Trust, Limited POA and LMA should be reformed to include and/or match the True Legal Description of the Property; (f) the HCD From 433(A), Grant Deed and LMA should be reformed to fully and accurately describe the assessor's parcel number; and (g) the HCD Form 433(A), Deed of Trust, Limited POA and LMA should be reformed to fully and accurately describe the MHU including its used condition, manufacture's name (Remic Industries, Inc.), model name and no. (Woodcrest #662), respective length and width (56' x 24') for each of the two pieces of the MHU, serial numbers (7530A/7530B), and HUD numbers (CAL165613A/CAL165614B).

28. Such a determination is necessary and appropriate at this time to resolve a dispute which has arisen among the parties, to remove an cloud on title cause by the mistakes in the recorded HCD Form 433(A), Limited POA, Deed of Trust and LMA, to eliminate any doubts concerning ownership of the MHU, to eliminate any doubts concerning the validity, perfection and enforceability of plaintiff's first priority lien, plaintiff's recourse against the

FHA mortgage insurance, to correct the public records in the Office of the Kern County Recorder, and prevent potential future litigation concerning title to the Property.

WHEREFORE, plaintiff prays judgment as hereafter set forth.

THIRD CAUSE OF ACTION

(Quiet Title – Against All Defendants)

29. Plaintiff realleges and incorporates by this reference paragraphs 1 through 28, inclusive, of its Complaint as if set forth in full.

30. Plaintiff is informed and believes and based thereon alleges that defendants claim an interest adverse to plaintiff's first priority lien against the Property and all fixtures and permanent improvements thereon, including the MHU. Such claims are without any right whatsoever.

31. Plaintiff seeks to quiet title against such adverse claims as of October 30, 2019 when Defendants Brace and Montoya encumbered the Property and the MHU as a fixture on the Property with the FHA-insured first priority lien held by plaintiff.

WHEREFORE, plaintiff prays judgment as follows:

ON THE FIRST CAUSE OF ACTION

1. For reformation of the HCD Form 433(A) to include the True Legal Description, complete assessor's parcel number, and the complete MHU label insignia numbers CAL165613A/CAL165614B.

2. For reformation of the Limited POA and Deed of Trust to include the True Legal Description, complete MHU serial numbers 7530A/7530B, complete MHU label insignia numbers CAL165613A/CAL165614B, correct length and width dimension of each piece of the MHU 56' x 24', the correct name of the manufacturer Remic Industries, Inc., and the correct model name and number for the MHU Woodcrest #662.

3. For reformation of the LMA to include the True Legal Description, the complete assessor's parcel number 388-371-06-00-0, and the description of the MHU including its used condition, manufacture's name (Remic Industries, Inc.), model name and no. (Woodcrest #662), respective length and width (56' x 24') for each of the two pieces of the MHU, serial

numbers (7530A/7530B), and label insignia numbers (CAL165613A/CAL165614B).

4. For reformation of the Grant Deed to include the True Legal Description and the complete assessor's parcel number 388-371-06-00-0.

ON THE SECOND CAUSE OF ACTION

5. For a judicial determination of the parties' rights and duties with respect to the manufactured home, the Property, the HCD Form 433(A), the Limited POA, the Deed of Trust, and the LMA.

6. For a declaratory judgment that (a) the MHU was and is installed on a permanent foundation as a fixture or improvement to the Property in compliance with state law as Defendant Kern County Building Inspection Department verified on March 8, 2018; (b) Defendants Brace and Montoya own the MHU as a fixture or improvement to the Property; (c) plaintiff's Deed of Trust is a valid, perfected and enforceable first priority lien against the Property and the MHU as a fixture on the Property; (d) the LMA imparts constructive notice of its contents; (e) the HCD Form 433(A), Grant Deed, Deed of Trust, Limited POA and LMA should be reformed to include and/or match the True Legal Description of the Property; (f) the HCD From 433(A), Grant Deed and LMA should be reformed to fully and accurately describe the assessor's parcel number; and (g) the HCD Form 433(A), Deed of Trust, Limited POA and LMA should be reformed to fully and accurately describe the MHU including its used condition, manufacture's name (Remic Industries, Inc.), model name and no. (Woodcrest #662), respective length and width (56' x 24') for each of the two pieces of the MHU, serial numbers (7530A/7530B), and HUD numbers (CAL165613A/CAL165614B).

ON THE THIRD CAUSE OF ACTION

7. For judgment quieting title as of October 30, 2019 against any and all legal or equitable rights, title, estates, liens, or other interests adverse to the validity and perfection of plaintiff's FHA-insured first priority lien against the Property and the MHU as a fixture on the Property.

ON ALL CAUSES OF ACTION

8. For reasonable attorneys' fees and costs incurred herein, recoverable as part of

any reinstatement or payoff quote, loan modification, repayment plan, or other workout, proof of claim in any bankruptcy proceeding, or credit bid at any foreclosure sale; provided, however, such amounts shall not otherwise be entered or enforced as a money judgment in this action, or be enforceable as a personal liability against any of the defendants; and

9. For such other and further relief as the court may deem proper or equitable.

BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP

Date: September 24, 2026

By: _____
ALEXANDER J. LAUVRAY, Attorneys for Plaintiff MIDFIRST BANK

VERIFICATION

I have read the attached Complaint for (1) Reformation of Instruments, (2) Declaratory Relief, and (3) Quiet Title, and know its contents.

I am an authorized representative of MidFirst Bank, the current holder of the Note, the record beneficiary of the Deed of Trust, and a party to this action. I am authorized to make this verification. The matters stated in the attached Complaint are true of my own knowledge, based upon my review of MidFirst Bank's business records and relevant title documents, except as to those matters which are stated on information and belief, and as to those matters, I believe them to be true and correct.

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

Executed this 24th day of September 2026, at Oklahoma City Ok.

MIDFIRST BANK

Crystal Baker

By: Crystal Baker

Its: Vice President

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LAW GROUP

ESTABLISHED 1990

EXHIBIT 1

EXHIBIT "A"
LEGAL DESCRIPTION

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

Lot 6 of Tract No. 4606, in the Unincorporated Area, County of Kern, State of California, as per map recorded July 25, 1986 in Book 35, Pages 85 through 88, inclusive, of maps, in the office of the County Recorder of said County.

Excepting therefrom all oil, gas and other hydrocarbon substances in and under said land or which may be produced therefrom together with the right to enter thereon and to prospect for, drill for, produce, clean, treat, save, store, remove, transport, and market said oil, gas and other hydrocarbon substances and to make all use of such surface as shall be necessary or convenient for such purposes, as reserved in Deeds recorded December 5, 1946 in Book 1410 Page 8, official records, as Instrument No. 45408 and 45409.

A waiver of all right to use the surface of said land or any portion thereof to a depth of 500 feet from the surface hereof for the purposes of drilling for of developing all minerals, oil, gas or other hydrocarbon substances within or underlying said land, provided however, that the grantors, their heirs or assigns shall have the right to develop such substances by slant drilling from locations on adjacent lands at depths of more than 500 feet and in such manner as not to disturb the surface of said land or any improvements thereon, by quitclaim deed recorded April 11, 1979 in Book 5189 Page 256, official records.

Tax Account No(s): 388-371-06-00-0

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EXHIBIT 2

STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS
MANUFACTURED HOUSING PROGRAM

Jon Lifquist, Assessor – Recorder
Kern County Official Records
Recorded at the request of
Public

RODRIGUS
3/15/2018
8:04 AM

DOC#: 218030193

Stat Types: 1 Pages: 1

Fees	0.00
Taxes	0.00
Others	0.00
PAID	$0.00

RECORDING REQUESTED BY:
Kern County Engineering, Survey, and Permit Services

WHEN RECORDED MAIL TO:
Kern County Building Inspection Dept
2700 "M" ST
BAKERSFIELD CA 93301

ONLY THE ENFORCEMENT AGENCY MAY RECORD THIS DOCUMENT

NOTICE OF MANUFACTURED HOME, MOBILEHOME OR COMMERCIAL MODULAR – INSTALLATION ON A FOUNDATION SYSTEM

Recording of this document by the enforcement agency indicates compliance with California Health and Safety Code Section 18551(a). This document is evidence that the enforcement agency has inspected the installation and issued a Certificate of Occupancy, form HCD 513C, for the unit described herein, upon the real property described with certainty below, as of the date of recording. When recorded, this document shall be indexed by the county recorder to the named owner of the real property and shall be deemed to give constructive notice as to its contents to all persons thereafter dealing with the real property.

ALL INFORMATION BELOW MUST BE ENTERED BY THE ENFORCEMENT AGENCY

PROPERTY INFORMATION

Emma Jean Hayes Davison
REAL PROPERTY OWNER NAME(S)

8820 Eastwind Cir
MAILING ADDRESS

Bakersfield	Kern	CA	93306
CITY	COUNTY	STATE	ZIP CODE

SAME
INSTALLATION ADDRESS (if different)

CITY	COUNTY	STATE	ZIP CODE

ENFORCEMENT AGENCY INFORMATION

Kern County Building Inspection Dept
ENFORCEMENT AGENCY MAILING PERMIT and CERTIFICATE OF OCCUPANCY

2700 "M" Street
MAILING ADDRESS

Bakersfield	Kern	CA	93301
CITY	COUNTY	STATE	ZIP CODE

K20180116 8 (661) 862-5000
BUILDING PERMIT NO. TELEPHONE NUMBER

3/8/18
SIGNATURE OF ENFORCEMENT AGENCY OFFICIAL DATE

OWNER INFORMATION

SAME
UNIT OWNER (if same as property owner, write "SAME")

MAILING ADDRESS

CITY	COUNTY	STATE	ZIP CODE

DEALER INFORMATION

NONE
DEALER NAME (if not a dealer sale, write "NONE")

DEALER LICENSE NUMBER

DEALER BUSINESS ADDRESS

CITY	COUNTY	STATE	ZIP CODE

MANUFACTURED HOME/MOBILEHOME/COMMERCIAL MODULAR UNIT DESCRIPTION

Remic Industries, Inc.	662 Woodcrest	09/21/1979
MANUFACTURER'S NAME	MODEL NAME / NUMBER	MANUFACTURE DATE
7530A, 7530B		
SERIAL NUMBER(S)		
56' x 24'	CAL165613, CAL165614	
LENGTH X WIDTH	CA SEED INSIGNIA LABEL NUMBER(S)	
388-371-06	LAD6133	
ASSESSOR'S PARCEL NUMBER	HCD REGISTRATION DECAL NUMBER	HCD NUMBER (New MH only)

REAL PROPERTY LEGAL DESCRIPTION

Lot 6 of Tract 4606 in the Unincorporated County of Kern, State of California

HCD 433A (Rev. 10/2011)

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ESTABLISHED 1990

EXHIBIT 3

NOTE

FHA Case No.
[redacted]
BRACE
Loan #: [redacted]
MIN [redacted]

OCTOBER 18, 2019 [Date] | BAKERSFIELD, [City] | CALIFORNIA [State]

8820 EASTWIND CIR, BAKERSFIELD, CA 93306
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $115,370.00 (this amount is called "Principal"), plus interest to the order of the Lender. The Lender is NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER. I will make all payments under this Note in the form of cash, check or money order.

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 4.625%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the 1ST day of each month beginning on DECEMBER 1, 2019. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest and other items in the order described in the Security Instrument before Principal. If, on NOVEMBER 1, 2049, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O BOX 650783, DALLAS, TX 75265-0783 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. $593.16.

4. BORROWER'S RIGHT TO PREPAY

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

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to any accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.000% of my overdue payment of principal and

interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

- BORROWER - ROBERT BRACE

- BORROWER - SANDRA MONTOYA

[Sign Original Only]

Individual Loan Originator: ERIC PETTIGREW, NMLSR ID: 1012614
Loan Originator Organization: NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER, NMLSR ID: 2119

Pay to the order of
MIDFIRST BANK
without recourse
By: _____
Nationstar Mortgage LLC dba Mr. Cooper
Jeremiah Dominguez, Assistant Secretary

BDF
LAW GROUP

ESTABLISHED 1990

EXHIBIT 4

Jon Lifquist, Assessor – Recorder
Kern County Official Records

WELBORNM
10/30/2019
1:16 PM

Recorded at the request of
Public

DOC#: 219144734

[redacted]

Stat Types: 1 Pages: 4

Fees	22.00
Taxes	0.00
Others	75.00
PAID	$97.00

Recording Requested By AM?
After Recording Return To:
~~NATIONSTAR MORTGAGE LLC D/B/A MR. C~~
~~4000 HORIZON WAY~~ Visionet Systems, Inc
~~IRVING, TX 75063~~ 183 Industry Dr
~~(888) 480-2432~~ Pittsburgh PA 15275

Prepared By:
BRIAN GENTRY
NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER
4000 HORIZON WAY
IRVING, TX 75063
(972) 956-6131

1032911Cp

MANUFACTURED HOUSING LIMITED POWER OF ATTORNEY

BRACE
Loan #: [redacted]
MIN [redacted]
Case # [redacted]

THE UNDERSIGNED hereby appoints NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER, and its successor and/or assigns, as my/our true and lawful Attorney-in-Fact, with power of substitution and revocations, to apply for a certificate of title or duplicate certificate of title to or record a lien and register and/or to transfer or assign the title to any person the below ("Collateral"): along with the following actions as though executed by me/us.

(1) To execute in my/our behalf as my/our Attorney-in-Fact whatever documents are necessary to effectuate the sale of the Collateral in the event of a default by me/us under my/our Manufactured Home Installment Note, Security Agreement and Disclosure Statement, as applicable (the "Contract") which results in a repossession and sale of the Collateral securing the Contract, subject to the terms of the Contract and applicable state law governing disposition of the Collateral; or

(2) For said purpose(s) to sign my/our name(s) and to do all things necessary to appointment, and to transfer or assign title to any property taken in trade or consideration for the purchase of the below described Collateral.

(3) Re-title the Collateral to correct any errors or to ensure the proper perfection security interest in the Collateral.

(4) To execute documents necessary to obtain and maintain insurance on the property and to receive, complete, execute or endorse, and deliver in my name or Lender's name any and all claim forms, agreements, assignments, releases, checks, drafts or other instruments and vehicles for the payment of money, relating to any insurance covering the Manufactured Home, the indebtedness secured by the Manufactured Home or the Real Property.

This limited Power of Attorney ("POA") shall be durable and not be affected by subsequent disability or incapacity of the principal, or by the lapse of time. This POA shall not be construed as a waiver of my/our rights under the Contract or applicable state law governing the Contract and the

sale of Collateral.

Description of Collateral:

Manufacturer:	REMI HOMES SAN BERNARDINO
Model:	WOODCREST #661
Year:	1979
Width/Length:	54.00 / 95.00
Serial Number:	UNKNOWN
New/Used:	Used
Hud Data Plate #:	CALI165163/CAL16164

- BORROWER - ROBERT BRACE

- BORROWER - SANDRA MONTOYA

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 KERN)

On 10-18-19 before me, V.L. Blatto, Notary Public,
(here insert name and title of the officer)

personally appeared Robert BRACE
SANDRA MONTOYA

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 V.L. Blatto (Seal)

V.L. BLATTO
COMM. #2261272
NOTARY PUBLIC • CALIFORNIA
KERN COUNTY
My Comm. Exp. Nov. 2, 2022

[redacted]

EXHIBIT A
Legal Description

The land hereinafter referred to is situated in the Area of Bakersfield, County of Kern, State of CA, and is described as follows:

Lot 6 of Tract No. 4606, in the Unincorporated Area, County of Kern, State of California, as per Map recorded July 25, 1986 in Book 35, Pages 85 through 88, inclusive of Maps, in the Office of the County Recorder of said County.

Excepting therefrom any Mobile Home or Manufactured Home located on said land.

APN: 388-371-06-00-0

BDF
LAW GROUP

ESTABLISHED 1990

EXHIBIT 5

Jon Lifquist, Assessor – Recorder
Kern County Official Records

WELBORNM
10/30/2019
1:16 PM

Recorded at the request of
Public

DOC#: 219144735

[redacted]

Stat Types: 1 Pages: 18

Fees	74.00
Taxes	0.00
Others	75.00
PAID	$149.00

Recording Requested By AP D
Return To:
~~NATIONSTAR MORTGAGE LLC D/B/A~~
~~MR. COOPER~~ Visionet Systems
~~4000 HORIZON WAY~~ 183 Industry Drive
~~IRVING, TX 75063~~ Pittsburgh, PA 15275
~~(888) 480-2432~~

Prepared By:
BRIAN GENTRY
NATIONSTAR MORTGAGE LLC D/B/A
MR. COOPER
4000 HORIZON WAY
IRVING, TX 75063
(972) 956-6131

10329106

[Space Above This Line For Recording Data]

DEED OF TRUST

BRACE
Loan # [redacted]
MIN [redacted]
MERS Phone: 1-888-679-6377
PIN [redacted]
Case # [redacted]

Trustor/Borrower:
ROBERT BRACE
8820 EASTWIND CIR, BAKERSFIELD, CA 93306

Property Address: 8820 EASTWIND CIR, BAKERSFIELD, CA 93306

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated OCTOBER 18, 2019, together with all Riders to this document.

(B) "Borrower" is ROBERT BRACE, A SINGLE MAN AND SANDRA MONTOYA, AN UNMARRIED WOMAN AS JOINT TENANTS. Borrower is the trustor under this Security Instrument.

(C) "Lender" is NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER. Lender is a LIMITED LIABILITY COMPANY organized and existing under the laws of DELAWARE. Lender's address is 8950 CYPRESS WATERS BLVD., DALLAS, TX 75019.

(D) "Trustee" is QUALITY LOAN SERVICE CORP.

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

(F) "Note" means the promissory note signed by Borrower and dated OCTOBER 18, 2019. The Note states that Borrower owes Lender ONE HUNDRED FIFTEEN THOUSAND THREE HUNDRED SEVENTY AND 00/100 Dollars (U.S. $115,370.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than NOVEMBER 1, 2049.

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

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

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

☐ Adjustable Rate Rider ☐ Condominium Rider ☐ Planned Unit Development Rider

☒ Other(s) [specify] AFFIXATION AFFIDAVIT REGARDING MANUFACTURED HOME, MANUFACTURED HOME RIDER

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

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

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

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

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

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

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

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

(R) **"Secretary"** means the Secretary of the United States Department of Housing and Urban Development or his designee.

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

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of KERN:
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
which currently has the address of 8820 EASTWIND CIR, BAKERSFIELD, CA 93306 ("Property Address"):

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

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

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

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

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority:

First, to the Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly mortgage insurance premiums;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and,

Fifth, to late charges due under the Note.

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly Mortgage Insurance premiums. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an

Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that this requirement shall cause undue hardship for the Borrower or unless extenuating circumstances exist which are beyond Borrower's control.

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

If condemnation proceeds are paid in connection with the taking of the property, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts, and then to payment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments.

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

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or

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

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

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall 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 shall not merge unless Lender agrees to the merger in writing.

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

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

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

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

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

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

Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

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

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. Lender may collect fees and charges authorized by the Secretary. Lender may not charge fees that are expressly prohibited by this Security Instrument, or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment with no changes in the due date or in the monthly payment amount unless the Note holder agrees in writing to those changes. 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.

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

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

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

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

17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to reinstatement of a mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. However, Lender is not required to reinstate if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceedings; (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If

Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

20. Borrower Not Third-Party Beneficiary to Contract of Insurance. Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower acknowledges and agrees that the Borrower is not a third party beneficiary to the contract of insurance between the Secretary and Lender, nor is Borrower entitled to enforce any agreement between Lender and the Secretary, unless explicitly authorized to do so by Applicable Law.

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

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

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

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or

warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty 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.

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

25. 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 executed 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 the Borrower at the address set forth above.

- BORROWER - ROBERT BRACE

- BORROWER - SANDRA MONTOYA

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 KERN)

On October 18, 2019 before me, V.L. Blatto, Notary Public
(here insert name and title of the officer)

personally appeared

Robert Brace
Sandra Montoya

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 V. L. Blatto (Seal)

V.L. BLATTO
COMM. #2261272
NOTARY PUBLIC • CALIFORNIA
KERN COUNTY
My Comm. Exp. Nov. 2, 2022

Individual Loan Originator: ERIC PETTIGREW, NMLSR ID: 1012614
Loan Originator Organization: NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER, NMLSR ID: 2119

(To be recorded with Security Instrument)

AFFIXATION AFFIDAVIT REGARDING
MANUFACTURED (AND FACTORY BUILT) HOME

The State of CALIFORNIA)

County of KERN)

BRACE
Loan #: [redacted]
MIN: [redacted]
PIN [redacted]
Case #: [redacted]

Property Address: 8820 EASTWIND CIR, BAKERSFIELD, CA 93306

Before me, the undersigned authority, on this day personally appeared ROBERT BRACE, A SINGLE MAN AND SANDRA MONTOYA, AN UNMARRIED WOMAN AS JOINT TENANTS known to me to be the person(s) whose name(s) is/are subscribed below, and who, being by me first duly sworn, did each on his/her oath state as follows:

Description of Manufactured Home

Used	1979	REMI HOMES SAN BERNARDINO	WOODCREST #661 WOODCREST #661
New/Used	Year	Manufacturer's Name	Model Name and Model No.
95.00 X 54.00		UNKNOWN	CALI165163/CAL16164
Length X Width		Serial Number	HUD #

Manufactured Home Location

8820 EASTWIND CIR		KERN
Street		County
BAKERSFIELD	CALIFORNIA	93306
City	State	Zip Code

In addition to the covenants and agreements made in the Security Instrument, ROBERT BRACE, A SINGLE MAN AND SANDRA MONTOYA, AN UNMARRIED WOMAN AS JOINT TENANTS ("Borrower[s]") covenants and agrees as follows:

1. The manufactured home described above located at the address above is permanently affixed to a foundation and will assume the characteristic of site-built housing.
2. The wheels, axles, tow bar, or hitch were removed when said manufactured home was placed on the permanent site.
3. All foundations, both perimeter and piers for said manufactured home have footings that are located below the frost line or in compliance with local building codes or requirements.
4. If piers are used for said manufactured home, they will be placed where said home manufacturer recommends.
5. If state law so requires, anchors for said manufactured home have been provided.
6. The manufactured home is permanently connected to a septic or sewage system and other utilities such as electricity, water and natural gas.
7. No other lien or financing affects said manufactured home or real estate, other than those disclosed in writing to Lender.
8. The foundation system of the manufactured home has been designed by an engineer, if required by state or local building codes, to meet the soil conditions of the site.
9. That the Borrower(s) hereby acknowledges(s) their intent that said manufactured home will become immovable property and part of the real property securing the security instrument.
10. The said manufactured home will be assessed and taxed as an improvement to the real property. Borrower(s) understand(s) that if Lender does not escrow for these taxes, that Borrower(s) will be responsible for payment of such taxes.
11. If the land is being purchased, such purchase and said manufactured home represent a single real estate transaction under applicable state law.
12. Said manufactured home has been built under the Federal Manufactured Home Construction and Safety Standards that were established June 15, 1976.
13. This Affidavit is executed by Borrower(s) pursuant to applicable state law.
14. All permits required by governmental authorities have been obtained. Borrower(s) certifies/certify that Borrower(s) is/are in receipt of the manufacturer's recommended maintenance program regarding the carpets and manufactures warranties covering the heating/cooling system, hot water heater, range, etc... and the formaldehyde health notice.

[redacted]

In Witness Whereof, Borrower(s) has/have executed this Affidavit in my presence and in the presence of undersigned witnesses on this 18TH day of OCTOBER, 2019.

- BORROWER - ROBERT BRACE

- BORROWER - SANDRA MONTOYA

Witness Witness

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 KERN)

Subscribed and sworn to (or affirmed) before me on this 18th day of OCTOBER 2019, by Robert Brace Sandra Montoya,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature V. L. Blatto (Seal)

V.L. BLATTO
COMM. #2261272
NOTARY PUBLIC - CALIFORNIA
KERN COUNTY
My Comm. Exp. Nov. 2, 2022

Affixation Affidavit Regarding Manufactured Home
☒ 43.109 Page 3 of 4

Lender's Statement of Intent:

The undersigned ("Lender") intends that the Home be an immovable fixture and a permanent improvement to the Land.

Lender: NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER

By: _____
Authorized Signature

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~~ Pennsylvania
County of ~~KERN~~ Allegheny

Subscribed and sworn to (or affirmed) before me on this 28th day of October 2019, by MARK BROWN, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____ (Seal)

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
RONNA L TATE
Notary Public
MOON TWP, ALLEGHENY COUNTY
My Commission Expires Feb 7, 2021

Attention County Clerk: This instrument covers goods that are or are to become fixtures on the property described herein and is to be filed for record in the records where security instruments on real estate are recorded. Additionally, this instrument should be appropriately indexed, not only as security instrument but also as a financing statement covering goods that are or are to become fixtures on the property described herein.

[redacted]

MANUFACTURED HOME RIDER
TO THE MORTGAGE/DEED OF TRUST/SECURITY DEED

BRACE
Loan # [redacted]
MIN [redacted]
PIN [redacted]
Case # [redacted]

This Rider is made this 18TH day of OCTOBER, 2019, and is incorporated into and amends and supplements the Mortgage / Deed of Trust / Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER (the "Lender") of the same date (the "Note") and covering the Property described in the Security Instrument and located at:

8820 EASTWIND CIR, BAKERSFIELD, CA 93306
[Property Address]

Borrower and Lender agree that the Security Instrument is amended and supplemented as follows:

A. The Property covered by the Security Instrument (referred to as "Property" in the Security Instrument) includes, but is not limited to, the herein described tract or parcel of land and certain improvements, among which is a Manufactured Home, which will be or already has been affixed to the Property legally described in the Security Instrument, and which Manufactured Home is described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

Used	1979	REMI HOMES SAN BERNARDINO	WOODCREST #661 WOODCREST #661
New/Used	Year	Manufacturer's Name	Model Name and Model No.
95.00 X 54.00		UNKNOWN	CALI165163/CAL16164
Length X Width		Serial Number	HUD #

B. Additional Covenants of Borrower(s):

1. Borrower will comply with all state and local laws and regulations regarding the affixation of the Manufactured Home to the Property described in the Security Instrument including, but not limited to, surrendering the Certificate of Title (if required) and obtaining the requisite governmental approval and accompanying documentation necessary to classify the Manufactured Home as real property under state and local law.

2. The Manufactured Home described above will be, at all times and for all purposes, a permanent part of the Property described in the Security Instrument which by intention of all parties, shall constitute a part of the realty and shall pass with it and permanently affixed to the realty in accordance with any lender, state, local or other governmental requirements.

3. Affixing the Manufactured Home to the Property described in the Security Instrument does not violate any zoning laws or other state or local requirements applicable to manufactured homes.

By signing below, Borrower(s) accepts and agrees to the terms and covenants contained in this Manufactured Home Rider.

- BORROWER - ROBERT BRACE

- BORROWER - SANDRA MONTOYA

EXHIBIT A
Legal Description

The land hereinafter referred to is situated in the Area of Bakersfield, County of Kern, State of CA, and is described as follows:

Lot 6 of Tract No. 4606, in the Unincorporated Area, County of Kern, State of California, as per Map recorded July 25, 1986 in Book 35, Pages 85 through 88, inclusive of Maps, in the Office of the County Recorder of said County.

Excepting therefrom any Mobile Home or Manufactured Home located on said land.

APN: 388-371-06-00-0

BDF
LAW GROUP

ESTABLISHED 1990

EXHIBIT 6

[redacted]

Jon Lifquist, Assessor-Recorder
Kern County Official Records

SR
1/13/2022
08:00 AM

[RECORDING REQUESTED BY]
NATIONWIDE TITLE CLEARING, LLC

[AND WHEN RECORDED MAIL TO]
MidFirst Bank
C/O Nationwide Title Clearing, LLC
2100 Alt. 19 North
Palm Harbor, FL 34683

MIN No [redacted]

Recorded Electronically by:
911 Midfirst Bank

DOC #: 222006160

[redacted]

Stat Types: 1	Pages: 2	
FEES	27.00	
TAXES	.00	
OTHER	75.00	
PAID	102.00	

CORPORATE ASSIGNMENT OF DEED OF TRUST

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS BENEFICIARY, AS NOMINEE FOR NATIONSTAR MORTGAGE LLC DBA MR COOPER, ITS SUCCESSORS AND ASSIGNS, (ASSIGNOR), (MERS Address: P.O. Box 2026, Flint, Michigan 48501-2026) by these presents does convey, grant, assign, transfer, and set over all of its rights, title, and interest in the described Deed of Trust, representation or warranty, including all liens and any rights due or to become due thereon to MIDFIRST BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION, WHOSE ADDRESS IS 999 NW GRAND BOULEVARD, SUITE 100, OKLAHOMA CITY, OK 73118, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).

Said Deed of Trust made by ROBERT BRACE AND SANDRA MONTOYA and recorded on 10/30/2019 as Doc # 219144735 in the office of the KERN County Recorder, CA.

IN WITNESS WHEREOF, this Assignment is executed this 12th day of January in the year 2022

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS BENEFICIARY, AS NOMINEE FOR NATIONSTAR MORTGAGE LLC DBA MR COOPER, ITS SUCCESSORS AND ASSIGNS

Jenna Martine
JENNA MARTINE
VICE PRESIDENT

All persons whose signatures appear above have qualified authority to sign and have reviewed this document and supporting documentation prior to signing.

MMFDA [redacted] MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) 2 MIN [redacted]
MERS PHONE 1-888-679-6377 MERS Mailing Address: P.O. Box 2026, Flint, MI 48501-2026 DOCR T122201-02:40:50 [C-2] EFRMCA1

[redacted]

[redacted]

[redacted]

MIN No. [redacted]

[redacted]

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF PINELLAS
The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization on this 12th day of January in the year 2022, by Jenna Martine as VICE PRESIDENT of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (''MERS''), AS BENEFICIARY, AS NOMINEE FOR NATIONSTAR MORTGAGE LLC DBA MR COOPER, ITS SUCCESSORS AND ASSIGNS, who, as such VICE PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

Valera Kristof
VALERA KRISTOF
COMM EXPIRES: 09/19/23

VALERA KRISTOF
NOTARY PUBLIC
STATE OF FLORIDA
COMM# GG 914976
EXPIRES: 09/19/2023

Document Prepared By: Dave LaRose/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152
MMFDA [redacted] MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) 2 MIN [redacted]
MERS PHONE 1-888-679-6377 MERS Mailing Address: P.O. Box 2026, Flint, MI 48501-2026 DOCR T122201-02:40:50 [C-2]
EFRMCA1

[redacted]

[redacted]

BDF
LAW GROUP

ESTABLISHED 1990

EXHIBIT 7

RECORDING REQUESTED BY

NAME: FIRST AMERICAN TITLE INS

WHEN RECORDED MAIL TO:

NAME: FIRST AMERICAN TITLE INS

ADDRESS: FAMS - DTO RECORDING, 3 FIRST AMERICAN WAY

CITY / STATE / ZIP: SANTA ANA, CA 92707

(DOCUMENT WILL ONLY BE RETURNED TO NAME & ADDRESS IDENTIFIED ABOVE)

Jon Lifquist, Assessor-Recorder
Kern County Official Records

LB
6/01/2022
08:00 AM

Recorded Electronically by:
503 First American NDTS Santa Ana

DOC #: 222086652

[redacted]

Stat Types:	1	Pages:	11
FEES			43.00
TAXES			.00
OTHER			75.00
PAID			118.00

(SPACE ABOVE FOR RECORDER'S USE)

LOAN MODIFICATION OF MORTGAGE AGREEMENT

(DOCUMENT TITLE)

SEPARATE PAGE, PURSUANT TO CA. GOV'T. CODE 27361.6

When Recorded Mail to:
FIRST AMERICAN TITLE CO.
FAMS-DTO RECORDING
3 FIRST AMERICAN WAY
SANTA ANA, CA 92707-991

Document Prepared by:
Christi Sanders
MidFirst Bank
999 N.W. Grand Boulevard, Suite 100
Oklahoma City, OK 73118-6116
1-800-552-3000

Parcel # 38837106000

Tax ID# 38837106000

Please cross-reference to: Instrument Number: 219144735, KERN County California.

LOAN MODIFICATION OF MORTGAGE AGREEMENT
FIXED RATE LOAN

This Loan Modification Agreement ("Agreement"), made by and between **ROBERT BRACE, an unmarried person & SANDRA MONTOYA, an unmarried person** ("Borrower") and MidFirst Bank, a federally chartered savings association located at 501 N.W. Grand Blvd. Oklahoma City, OK 73118 ("Lender") renews, amends, supplements and extends: (1) the Mortgage, Deed of Trust, or Security Deed ("Security Instrument") originated on 10/18/2019, recorded on 10/30/2019, in Instrument Number: 219144735, in KERN County, California and (2) the Promissory Note ("Note") bearing the same date, in the original principal amount of $115,370.00 and secured by, the Security Instrument and other loan documents typically referred to as "addenda" or "riders" (collectively referred to herein as "Loan Documents"), which are secured by the real and personal property described in the Security Instrument, located at 8820 EASTWIND CIR, BAKERSFIELD, CA 93306-0000, the real property described being set forth as follows:

Borrower Initial Lines
RB RB
SM SM

*Please add the appropriate number of initial lines for each signatory over 4

[redacted]

See Exhibit "A" attached hereto and made a part hereof.

Parcel # 38837106000

(Herein defined as "Property").

Capitalized Amount: $0.00

Borrower is in default or at imminent risk of default under the Loan Documents and desires (i) that the Lender forbear from exercising its rights under the Loan Documents, (ii) to extend or rearrange the time and manner of payment of the Note and other obligations due to Lender under the Loan Documents, and (iii) to extend and carry forward the lien(s) on the Property, whether created by the Security Instrument or otherwise. Lender, the legal holder entitled to enforce the Note and of the lien(s) securing the same, has agreed to Borrower's request to so forbear, to extend or rearrange the time and manner of payment of the Note, and to grant certain other financial accommodations pursuant to the terms of this Agreement.

In consideration of the mutual promises and agreements exchanged, and other good and valuable consideration paid by each of the parties to the other, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree to modify, renew and extend the Note and Security Instrument and any other Loan Documents, as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. **Acknowledgement of Unpaid Balance:**

   Borrower acknowledges that as of the date of the first payment due under this Agreement, Borrower owes Lender the unpaid balance of **$120,282.69 ("Unpaid Balance")**, in addition to the other fees, charges and expenses described in the section of the Agreement entitled "Acknowledgement of Unpaid Fees and Costs." The Unpaid Balance includes unpaid principal of $112,288.59, unpaid interest of $4,760.58, escrows advanced of $3,233.52, and certain unpaid fees of $0.00, less $0.00 in suspense funds.

   Borrower acknowledges that **$19,842.31** of the Unpaid Balance shall be paid by a new loan, extended to Borrower by Department of Housing and Urban Development ("HUD") according to the terms of HUD Partial Claim loan ("Partial Claim Loan") that is memorialized in a Partial Claim Promissory Note and Subordinate Mortgage/Deed of Trust between Borrower and HUD ("HUD Partial Claim Documents"). Borrower shall not be required to make monthly payments to HUD on the Partial Claim Loan but, rather, shall repay that amount to HUD according to the terms of the HUD Partial Claim Documents.

   After removal of the Partial Claim Loan amount from the Unpaid Balance, the amount owed by Borrower to Lender under the terms of this Agreement is **$100,440.38** ("Modified Principal Balance"). Borrower hereby renews, extends and promises to pay the Modified Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Modified Principal Balance until the full amount of the Modified Principal Balance and the other amounts due hereunder and under the Loan Documents have

Borrower Initial Lines
RB RT
SM SM

*Please add the appropriate number of initial lines for each signatory over 4

[redacted]

[redacted]

been paid in accordance with the terms and conditions of the Loan Documents, as modified by this Agreement. All references in the Loan Documents to "Principal" shall be deemed to refer to the Modified Principal Balance.

2. **Acknowledgement of Unpaid Fees and Costs:**

Borrower agrees to remain responsible for payment of allowable costs and fees now due and owing ("Unpaid Fees and Costs") plus other allowable late charges, costs, fees and expenses incurred after this Agreement becomes effective (the total sum of which is referred to as "Fees and Costs"). Borrower agrees and acknowledges that Borrower received notice of Unpaid Fees and Costs due as of a date certain prior to execution of this Agreement.

Lender has agreed to postpone the collection of any outstanding Fees and Costs that are not paid in advance or that are not included in the Modified Principal Balance. Fees and Costs not included in the Modified Principal Balance remain due and owing as part of the debt secured by the Loan Documents to the extent provided in the Loan Documents and as otherwise permissible under applicable law. The outstanding Fees and Costs remain due and payable to Lender and shall be paid by Borrower, with interest, as permitted by the Loan Documents. Furthermore, outstanding Fees and Costs shall be payable to Lender on demand of Lender and shall be secured by the Security Instrument to the extent provided in the Security Instrument and otherwise permissible under applicable laws and requirements.

3. **Interest Calculation:**

Interest will be calculated at a fixed yearly interest rate of **5.125%**.

4. **Payment Amounts, Time of Payments and Maturity Date:**

a. Borrower acknowledges and agrees that Borrower shall, beginning on **7/1/2022**, through the Maturity Date, make monthly payments of U.S. **$546.88** for principal and interest and shall continue to make such payments in accordance with the terms and conditions set forth in the Loan Documents until the Modified Principal Balance is paid in full.

b. An escrow account has been established under the terms and conditions of the Loan Documents. Borrower will make an escrow payment each month on each payment due date. The escrow payment currently is **$289.99** per month, which is subject to change depending on the amounts attributable to taxes, insurance and other escrow items. **The present combined monthly payment and escrow payment will be $836.87**. The escrow payment will be re-analyzed from time to time in accordance with the terms of the Loan Documents to determine the appropriate escrow payment amount so that taxes, insurance, and other escrow items may be paid appropriately. The escrow payment amount will be combined with the monthly principal and interest payment amount.

Borrower Initial Lines*

RS JB

SM SM

*Please add the appropriate number of initial lines for each signatory over 4

c. The Maturity Date of the Loan is extended to **6/1/2052**. If Borrower still owes amounts to Lender on the Maturity Date, Borrower will pay these amounts in full on the Maturity Date.

5. **Acknowledgment of Pre-Existing Conditions to Loan Modification:**
The Borrower acknowledges and agrees this Agreement is subject to the following conditions, which must exist at the time this Agreement is executed:

a. All payments set forth in the Payment Schedule under the Loan Modification Trial Plan Agreement must have been made according to the Payment Schedule;
b. The Property has no physical conditions that will adversely affect the Borrower's continued use of the Property or interfere with the Borrower's ability to make payments as required under this Agreement; and
c. The Borrower (one or more) is occupying the Property as the Borrower's primary residence, unless occupancy by a Borrower is expressly not required by applicable Investor or Insurer guidance and program requirements; and
d. The Lender remains in the first lien position and there are no outstanding liens and/or judgments against the Property; and
e. If applicable, Bankruptcy Court approval; and
f. If applicable, all requirements for an assumption of the loan are satisfied and Lender has approved the assumption.

The Borrower acknowledges and agrees that in the event the conditions set forth in this paragraph are not satisfied, this Agreement shall become null and void unless otherwise expressly agreed by Lender in writing. In the event this Agreement becomes null and void as set forth in this paragraph, Borrower acknowledges and agrees all provisions of the Loan Documents shall continue in full force and effect and Lender shall be under no obligation to modify any provision of the Loan Documents under this Agreement.

6. **Place of Payment:**

Borrower agrees to make payments at the following address or such other place as the Lender may require upon written notice to Borrower:

Midland Mortgage - A Division of MidFirst Bank
Attn: Cashiers
P.O. Box 268888
Oklahoma City, OK 73126-8888

7. **Adjustable Rate Loan Provisions in Note:**

If the interest rate in the Interest Calculation section of this Agreement is calculated as provided in the Note, any rate and payment adjustment provisions in the Note will apply. If the interest rate in the Interest Calculation section of this Agreement is fixed, any rate and payment adjustment provisions in the Note will not apply.

Borrower Initial Lines
RB KB
JM SM

*Please add the appropriate number of initial lines for each signatory over 4

8. **Sale or Transfer of Property by Borrower:**

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

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

9. **Compliance with Loan Documents:**

   Borrower represents that, except for the payments described in this Agreement, Borrower is in full compliance with the covenants in the Loan Documents and that all of the representations and warranties contained in the Loan Documents are true, correct or satisfied as of the effective date of this Agreement.

10. **Renewal and Extension:**

    It is the intention of the parties that all liens and security interests described in the Loan Documents are hereby renewed and extended until the Modified Principal Balance and other obligations to Lender, have been fully paid. Borrower and Lender acknowledge and agree that the extension, amendment, modification or rearrangement effected by this Agreement shall in no manner affect or impair the Note or the liens and security interests securing the Note. The parties mutually agree that the purposes of this Agreement is to extend, modify, amend or rearrange the time and manner of payment of the Loan Documents and the indebtedness evidenced thereby, and to carry forward all liens and security interests (including, if applicable, any and all vendor's liens), which are expressly acknowledged by Borrower to be valid and subsisting, and in full force and effect to fully secure the payment of the Note.

11. **No Waiver of Lender's Rights Regarding Default:**

    All the rights, remedies, stipulations, and conditions contained in the Loan Documents relating to default in the making of payments under the Loan Documents also shall apply to default in the making of the modified payments hereunder. Nothing contained herein shall be deemed to be a waiver by Lender of any terms or conditions of the Loan Documents as modified by this Agreement. This Agreement shall in no way be deemed to be a waiver of Lender's rights and remedies by reason of any default by Borrower under the Loan Documents as herein modified, including without limitation future payment defaults. Nothing in this Agreement shall constitute an agreement by Lender to

Borrower Initial Lines

KB RH SM SM

*Please add the appropriate number of initial lines for each signatory over 4

any future modification of the Loan Documents and Lender expressly reserves the right to refuse to agree to any future modifications.

12. **Bankruptcy:**

If, since inception of this loan through date of this Agreement, Borrower has received a discharge in a Chapter 7 bankruptcy and there has been no valid reaffirmation of the underlying debt, the Lender is not attempting to re-establish any personal liability for the underlying debt by entering into this Agreement. The parties acknowledge that Lender retains certain rights, including but not limited to, the right to foreclose its interest in the property under appropriate circumstances. The parties agree that the consideration for this Agreement is the Lender's forbearance from presently exercising its right and pursuing its remedies under the Security Instrument as a result of Borrower's default. The parties agree that if approval of this Agreement by the Bankruptcy Court is required and not received, this Agreement shall be null and void and of no further force or effect.

13. **Loan Documents Remain In Full Force and Effect:**

The provisions of the Loan Documents, as amended by this Agreement, shall continue in full force and effect, and Borrower acknowledges and reaffirms Borrower's liability to Lender under the Loan Documents, subject to the terms of the Bankruptcy section of this Agreement. In the event of any inconsistency between this Agreement and the terms of the Loan Documents, this Agreement shall govern. Nothing in this Agreement shall be understood or construed to be a novation, satisfaction or release, in whole or in part, of the Loan Documents. Except as otherwise specifically provided in this Agreement, the Loan Documents remain unchanged, and Borrower and Lender are bound and must comply with all of the terms and provisions of the Loan Documents, except as amended by this Agreement.

14. **Execution of Additional Documentation:**

Borrower agrees to make and execute other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement, which if approved and accepted by Lender, shall be incorporated into this Agreement and shall bind and inure to Borrower's heirs, executors, administrators, and assigns.

15. **Miscellaneous:**

a. Lender does not, by execution of this Agreement, waive any rights it may have against any person not a party to the Agreement.

b. If any court of competent jurisdiction shall declare any provision of this Agreement to be invalid, to any extent, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect to bind the parties.

Borrower Initial Lines
RD RL
SM SM

*Please add the appropriate number of initial lines for each signatory over 4

c. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

d. This Agreement shall be governed by the laws of the state where the Property is located.

16. **Effective Date:**

This Agreement is effective upon the execution of this Agreement by Lender and Borrower.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LOAN MODIFICATION AGREEMENT, TOGETHER WITH THE LOAN DOCUMENTS AND ANY EXHIBITS AND SCHEDULES THERETO, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND CONTROL OVER ALL PRIOR NEGOTIATIONS, AGREEMENTS AND UNDERTAKINGS BETWEEN THE PARTIES WITH RESPECT TO SUCH MATTER. ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY BE LEGALLY ENFORCED. THIS LOAN MODIFICATION AGREEMENT MAY BE AMENDED OR CHANGED ONLY BY A WRITTEN INSTRUMENT EXECUTED BY THE PARTIES OR THEIR AUTHORIZED ASSIGNEES.

Borrower Initial Lines

SM SM

*Please add the appropriate number of initial lines for each signatory over 4

[redacted]

BORROWER

ROBERT BRACE

SANDRA MONTOYA

Acknowledgement

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 **KERN**)

On 5/12/2022 before me, Brenda Gay Wood NOTARY PUBLIC, personally appeared **ROBERT BRACE & SANDRA MONTOYA**, 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 signatures(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.

Brenda Gay Wood
Notary Public

Brenda Gay Wood
Printed Name of Notary

County of Residence: Kern

Commission Number: 2341612

My Commission Expires: Jan 16 2025

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.

BRENDA GAY WOOD
COMM. #2341612
NOTARY PUBLIC • CALIFORNIA
KERN COUNTY
My Comm. Exp. Jan 16, 2025

LENDER

MidFirst Bank, a federally chartered savings association located at 501 N.W. Grand Blvd. Oklahoma City, OK 73118

Vice President, **MidFirst Bank**

MELISSA BUCK
Printed Name

Acknowledgement

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On MAY 2 3 2022 before me, Marjan Zijoud NOTARY PUBLIC, personally appeared MELISSA BUCK, who acknowledged himself/herself/themselves to be a Vice President of MidFirst Bank, a federally chartered savings association located at 501 N.W. Grand Blvd. Oklahoma City, OK 73118, and who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity as Vice President of MidFirst Bank, a federally chartered savings association located at 501 N.W. Grand Blvd. Oklahoma City, OK 73118, and that by his/her/their signature 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 Public
Marjan Zijoud
Printed Name of Notary

County of Residence: OKLAHOMA

My Commission Expires: MAR 1 6 2025

MARJAN ZIJOUD
Notary Public
State of Oklahoma
Commission # 21003631 Exp: 03/16/25

[redacted]

[redacted]

Exhibit "A"

THE LAND HEREINAFTER REFERRED TO IS SITUATED IN THE AREA OF BAKERSFIELD, COUNTY OF KERN, STATE OF CA, AND IS DESCRIBED AS FOLLOWS:
LOT 6 OF TRACT NO. 4606, IN THE UNINCORPORATED AREA, COUNTY OF KERN, STATE OF CALIFORNIA, AS PER MAP RECORDED JULY 25, 1986 IN BOOK 35, PAGES 85 THROUGH 88, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
EXCEPTING THEREFROM ANY MOBILE HOME OR MANUFACTURED HOME LOCATED ON SAID LAND

Parcel # 38837106000

Tax ID# 38837106000

BDF
LAW GROUP

ESTABLISHED 1990

EXHIBIT 8

Jon Lifquist, Assessor-Recorder
Kern County Official Records

HB
3/27/2018
01:20 PM

RECORDING REQUESTED BY:

Chicago Title

Recorded Electronically by:
620 Chicago Title Bakersfield

DOC #: 218036081

[redacted]

Stat Types: 1	Pages: 3
FEES	19.00
TAXES	129.80
OTHER	.00
PAID	148.80

WHEN RECORDED MAIL TO, AND UNLESS OTHERWISE STATED BELOW, MAIL FUTURE TAX STATEMENTS TO:

Robert Brace and Sandra Montoya
8820 Eastwind Circle
Bakersfield, CA 9338

This page has been added to provide adequate space for recording information

Documentary Transfer Tax $129.80

- ☐ Computer on full value of property conveyed, or
- ☐ Computer on full value less lien & encumbrances remaining at time of sale.

Signature of declarant or agent determining tax/firm name.

Document Title(s): Grant Deed

Documents believed to be exempt from paying the $75 Building Homes & Jobs Act fee must cite a valid exemption on the face of the document. The following exemptions may apply:

(check applicable)

- ☐ GC 27388.1(a)(2): Recorded in connection with a transfer subject to the imposition of documentary transfer tax; or
- ☐ GC 27388.1: Recorded in connection with a previous transfer of real property that was subject to documentary transfer tax, recorded on _____, in document _____; or
  (Must have been recorded on or after January 1, 2018)
- ■ GC 27388.1(a)(2): Recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier; *a Preliminary Change of Ownership Report (PCOR) is required with submission;* or
- ☐ GC 27388.1(a)(2): Recorded in connection with a previous transfer of real property that is a residential dwelling to an owner-occupier; recorded on _____, in document _____; or
  (Must have been recorded on or after January 1, 2018)
- ☐ GC 27388.1(a)(1): The fee cap of $225 reached; or
- ☐ GC 27388.1(a)(1): The fee cap of $225 reached previously in the following document(s) which were recorded on _____, in document(s) _____; or
  (Must have been recorded on or after January 1, 2018)
- ☐ GC 27388.1(a)(1): Not related to real property.

Failure to include a valid exemption will result in the imposition of the $75 Building Homes & Jobs Act fee. Fees collected are deposited to the state and may not be available for refund.

MAIL FUTURE TAX STATEMENTS TO:

_____
_____
_____

Building Homes & Jobs Act
KERN COVER PAGE 01/01/18

[redacted]

RECORDING REQUESTED BY:
Chicago Title Company

AND WHEN RECORDED MAIL TO:

Robert Brace and Sandra Montoya
8820 Eastwind Circle
Bakersfield, CA 93306

THIS SPACE FOR RECORDER'S USE ONLY

Title Order No.: [redacted] Escrow No.: [redacted]
AP#: 388-371-06-00

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX is $129.80
[X] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale.
[X] Unincorporated area [ ] City of **AND**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Emma Jean Hayes-Davison, a Widow

hereby GRANT(s) to:

Robert Brace, a Single Man and Sandra Montoya, an Unmarried Woman as Joint Tenants

the real property in the County of Kern, State of California, described as:
LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF
Also Known as: 8820 Eastwind Circle, Bakersfield, CA 93306

Dated March 19, 2018

Emma Jean Hayes-Davison
Emma Jean Hayes-Davison

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 Kern
On 3-21-18 before me, N. Correa - A Notary Public personally appeared Emma Jean Hayes-Davison 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.

N. CORREA
Notary Public - California
Kern County
Commission # 2219396
My Comm. Expires Oct 25, 2021

Signature _____ (Seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS SHOWN ABOVE:

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 388-371-06-00

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF KERN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 6 OF TRACT NO. 4606, IN THE UNINCORPORATED AREA, COUNTY OF KERN, STATE OF CALIFORNIA, AS PER MAP RECORDED JULY 25, 1986 IN BOOK 35, PAGES 85 THROUGH 88, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ANY MOBILE HOME OR MANUFACTURED HOME LOCATED ON SAID LAND

EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND OR WHICH MAY BE PRODUCED THEREFROM TOGETHER WITH THE RIGHT TO ENTER THEREON AND TO PROSPECT FOR, DRILL FOR, PRODUCE, CLEAN, TREAT, SAVE, STORE, REMOVE, TRANSPORT, AND MARKET SAID OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND TO MAKE ALL USE OF SUCH SURFACE AS SHALL BE NECESSARY OR CONVENIENT FOR SUCH PURPOSES, AS RESERVED IN DEEDS RECORDED DECEMBER 5, 1946 IN BOOK 1410 PAGE 8, OFFICIAL RECORDS, AS INSTRUMENT NO. 45408 AND 45409.

A WAIVER OF ALL RIGHT TO USE THE SURFACE OF SAID LAND OR ANY PORTION THEREOF TO A DEPTH OF 500 FEET FORM THE SURFACE HEREOF FOR THE PURPOSES OF DRILLING FOR OF DEVELOPING ALL MINERALS, OIL, GAS OR OTHER HYDROCARBON SUBSTANCES WITHIN OR UNDERLYING SAID LAND, PROVIDED HOWEVER, THAT THE GRANTORS, THEIR HEIRS OR ASSIGNS SHALL HAVE THE RIGHT TO DEVELOP SUCH SUBSTANCES BY SLANT DRILLING FROM LOCATIONS ON ADJACENT LANDS AT DEPTHS OF MORE THAT 500 FEET AND IN SUCH MANNER AS NOT TO DISTURB THE SURFACE OF SAID LAND OR ANY IMPROVEMENTS THERON, BY RECORDED APRIL 11, 1979 IN BOOK 5189 PAGE 26, OFFICIAL RECORDS.

EDWARD A. TREDER
State Bar No. 116307
ALEXANDER J. LAUVRAY
State Bar No. 333227
BARRETT DAFFIN FRAPPIER
TREDER & WEISS, LLP
3990 East Concours Street, Ste. 350
Ontario, California 91764
(626) 371-7000 – Phone
(972) 661-7709 – Fax
EdwardT@bdfgroup.com - Email
File No. 9910522
Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KERN – METROPOLITAN DIVISION JUSTICE BUILDING

MIDFIRST BANK, Plaintiff, vs. ROBERT BRACE, an individual; SANDRA MONTOYA, an individual; KERN COUNTY PUBLIC WORKS DEPARTMENT BUILDING INSPECTION DIVISION aka KERN COUNTY BUILDING INSPECTION DEPARTMENT, an agency of the County of Kern; SECRETARY OF HOUSING AND URBAN DEVELOPMENT; ALL PERSONS UNKNOWN CLAIMING ANY LEGAL OR EQUITABLE RIGHT, TITLE, ESTATE, LIEN OR INTEREST IN THE PROPERTY ADVERSE TO PLAINTIFF'S TITLE, OR ANY CLOUD ON PLAINTIFF'S TITLE TO THE PROPERTY; and DOES 1 to 10, Inclusive, Defendants.	CASE NO. 26CUB03783 UNLIMITED CIVIL CASE ASSIGNED FOR ALL PURPOSES TO: HON. BERNARD C. BARMANN, JR. DEPT. H **NOTICE OF PENDENCY OF ACTION** **[CCP § 405.20]**

NOTICE IS HEREBY GIVEN that Plaintiff MidFirst Bank ("Plaintiff") commenced this civil action on September 24, 2026, against each of the above-named defendants in the above-entitled court.

The civil action affects the title to certain residential real property commonly known as 8820 Eastwind Circle, Bakersfield, California 93306 (APN: 388-371-06-00-0) ("the Property") and legally described as set forth in the True Legal Description attached hereto as **Exhibit 1** and incorporated herein by reference.

The action includes a claim for reformation of the legal description in the Notice of

Laura Avila, Assessor-Recorder
Kern County Official Records

TP
10/16/2026
01:42 PM

Recorded Electronically by:
E02 WFG Ntl Title Co multi-branch

DOC #: 226126927



226126927

Stat Types: 1	Pages: 10
FEES	40.00
TAXES	.00
OTHER	75.00
PAID	115.00

RECORDING REQUESTED BY AND MAIL TO:
(Name and mailing address, including city, state, and ZIP code, of requesting party)

Edward A. Treder (SBN 116307)
Barrett Daffin Frappier Treder & Weiss, LLP
3990 E. Concours St., Suite 350
Ontario, CA 91764

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

NOTICE OF PENDENCY OF ACTION

Title of Document

RECORDER'S COVER SHEET

EDWARD A. TREDER
State Bar No. 116307
ALEXANDER J. LAUVRAY
State Bar No. 333227
BARRETT DAFFIN FRAPPIER
TREDER & WEISS, LLP
3990 East Concours Street, Ste. 350
Ontario, California 91764
(626) 371-7000 – Phone
(972) 661-7709 – Fax
EdwardT@bdfgroup.com - Email
File No. 9910522
Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KERN – METROPOLITAN DIVISION JUSTICE BUILDING

MIDFIRST BANK, Plaintiff, vs. ROBERT BRACE, an individual; SANDRA MONTOYA, an individual; KERN COUNTY PUBLIC WORKS DEPARTMENT BUILDING INSPECTION DIVISION aka KERN COUNTY BUILDING INSPECTION DEPARTMENT, an agency of the County of Kern; SECRETARY OF HOUSING AND URBAN DEVELOPMENT; ALL PERSONS UNKNOWN CLAIMING ANY LEGAL OR EQUITABLE RIGHT, TITLE, ESTATE, LIEN OR INTEREST IN THE PROPERTY ADVERSE TO PLAINTIFF'S TITLE, OR ANY CLOUD ON PLAINTIFF'S TITLE TO THE PROPERTY; and DOES 1 to 10, Inclusive, Defendants.	CASE NO. 26CUB03783 UNLIMITED CIVIL CASE ASSIGNED FOR ALL PURPOSES TO: HON. BERNARD C. BARMANN, JR. DEPT. H **NOTICE OF PENDENCY OF ACTION** **[CCP § 405.20]**

NOTICE IS HEREBY GIVEN that Plaintiff MidFirst Bank ("Plaintiff") commenced this civil action on September 24, 2026, against each of the above-named defendants in the above-entitled court.

The civil action affects the title to certain residential real property commonly known as 8820 Eastwind Circle, Bakersfield, California 93306 (APN: 388-371-06-00-0) ("the Property") and legally described as set forth in the True Legal Description attached hereto as **Exhibit 1** and incorporated herein by reference.

The action includes a claim for reformation of the legal description in the Notice of

Manufactured Home (Mobilehome) or Commercial Coach, Installation on a Foundation System (HCD Form 433(A)), recorded on March 15, 2018 as Instrument No. 218030193, Grant Deed recorded on March 27, 2018 as Instrument No. 218036081 ("Grant Deed"), Deed of Trust recorded on October 30, 2019 as Instrument No. 219144735 ("Deed of Trust"), Manufactured Housing Limited Power of Attorney recorded on October 30, 2019 as Instrument No. 219144734 ("Limited POA"), and Loan Modification of Mortgage Agreement recorded on June 1, 2022 as Instrument No. 222086652 ("LMA"), Official Records of Kern County, California.

The action also includes a claim for reformation of the assessor's parcel number in the HCD Form 433(A), Deed of Trust, Limited POA and LMA.

The action also includes a claim for reformation of the description of the Manufactured Home (Mobilehome) in the HCD Form 433(A), Deed of Trust, Limited POA and LMA.

BARRETT DAFFIN FRAPPIER
TREDER & WEISS, LLP

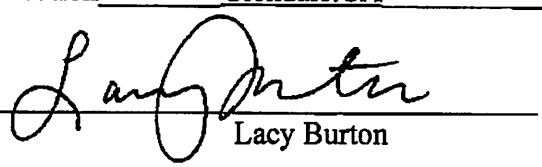
Date: September 30, 2026

By: _____
EDWARD A. TREDER
Attorneys for Plaintiff
MIDFIRST BANK

I certify under penalty of perjury and the laws of the State of California that the illegible portion of this document to which this statement is attached reads as follows:

Barret Daffin Frappier Treder & Weiss, LLP

Place of Execution Glendale.CA Date 10/16/2026

Signature 
Lacy Burton

BDF
LAW GROUP

ESTABLISHED 1990

EXHIBIT 1

EXHIBIT "A"
LEGAL DESCRIPTION

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

Lot 6 of Tract No. 4606, in the Unincorporated Area, County of Kern, State of California, as per map recorded July 25, 1986 in Book 35, Pages 85 through 88, inclusive, of maps, in the office of the County Recorder of said County.

Excepting therefrom all oil, gas and other hydrocarbon substances in and under said land or which may be produced therefrom together with the right to enter thereon and to prospect for, drill for, produce, clean, treat, save, store, remove, transport, and market said oil, gas and other hydrocarbon substances and to make all use of such surface as shall be necessary or convenient for such purposes, as reserved in Deeds recorded December 5, 1946 in Book 1410 Page 8, official records, as Instrument No. 45408 and 45409.

A waiver of all right to use the surface of said land or any portion thereof to a depth of 500 feet from the surface hereof for the purposes of drilling for of developing all minerals, oil, gas or other hydrocarbon substances within or underlying said land, provided however, that the grantors, their heirs or assigns shall have the right to develop such substances by slant drilling from locations on adjacent lands at depths of more than 500 feet and in such manner as not to disturb the surface of said land or any improvements thereon, by quitclaim deed recorded April 11, 1979 in Book 5189 Page 256, official records.

Tax Account No(s): 388-371-06-00-0

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 BERNARDINO

On September 30, 2026 before me, Elizabeth G. Carter, Notary Public personally appeared Edward A. Treder 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.

ELIZABETH G. CARTER
COMM. # 2523049
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
COMM. EXPIRES JULY 10, 2029

Signature _____ (Seal)

CERTIFICATE OF SERVICE BY U.S. MAIL
(C.C.P. 1013a, 2015.5, FRCP 5(d))

I, Rita Larsen, declare as follows:

I am employed in San Bernardino County at 3990 E. Concours Street, Suite 350, Ontario, California 91764. I am over the age of eighteen years and am not a party to this action.

On October 16, 2026, I served the attached document on the interested parties in this action, addressed as shown on the ATTACHED SERVICE LIST.

☐ BY MESSENGER, SAME DAY DELIVERY – By placing the document into an envelope addressed to each person shown on the service list and delivering the sealed envelope to a professional messenger service for personal, same day delivery.

☒ BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED – By placing copies of the document into envelopes and depositing the sealed envelopes, with postage thereon fully prepaid, addressed to each person shown on the attached service list, for collection and mailing following ordinary business practices. I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under that practice, it would be deposited with the United States Postal Service on that same day in the ordinary course of business.

☐ BY FEDERAL EXPRESS – By placing the document into an envelope and depositing the sealed envelope, with overnight delivery fees paid, addressed to each person shown on the service list, in a facility regularly maintained by Federal Express or delivering the same to a driver authorized by Federal Express to receive documents.

☐ BY FACSIMILE – By sending the document via facsimile from (972) 661-7709 to each person and facsimile number shown on the service list. The transmission was reported as complete and without error. A copy of the activity report(s) generated by the facsimile machine is attached hereto.

☐ BY ELECTRONIC SERVICE PER CCP §§ 1010.6(b)(2), (c); 1013b; CRC 2.251 – By sending the document via email from RitaLa@bdfgroup.com to each person at the email address(es) shown on the attached service list.

☒ STATE – I declare under penalty of perjury under the laws of the State of California that the foregoing facts are true and correct.

☐ FEDERAL – I declare under penalty of perjury under the laws of the United States of America that the foregoing facts are true and correct and that I am employed in the Office of a member of the Bar at whose direction the service was made.

Executed on October 16, 2026, at Ontario, California.

Rita Larsen

SERVICE LIST

MidFirst Bank v. Robert Brace, et al.

Kern County Superior Court Case No. 26CUB03783

Robert Brace 8820 Eastwind Circle Bakersfield, CA 93306	Defendant
Sandra Montoya 8820 Eastwind Circle Bakersfield, CA 93306	Defendant
Kern County Public Works Department Building Inspection Division aka Kern County Building Inspection Department 2700 "M" Street Bakersfield, CA 93301	Defendant
Kern County Public Works Department Building Inspection Division aka Kern County Building Inspection Department 2700 "M" Street, Suite 400 Bakersfield, CA 93301	Defendant
Kern County Public Works Department Building Inspection Division aka Kern County Building Inspection Department 1715 Chester Avenue Bakersfield, CA 93301	Defendant
Kern County Public Works Department Building Inspection Division aka Kern County Building Inspection Department c/o County Clerk 1115 Truxtun Avenue Bakersfield, CA 93301 – 4639	Defendant
Kern County Public Works Department Building Inspection Division aka Kern County Building Inspection Department c/o Clerk of the Board of Supervisors 1115 Truxtun Avenue, 5th floor Bakersfield, CA 93301 - 4617	Defendant
Kern County Public Works Department Building Inspection Division aka Kern County Building Inspection Department c/o County Counsel 1115 Truxtun Avenue, 4th floor Bakersfield, CA 93301	Defendant

Secretary of Housing and Urban Development The Associate General Counsel for Litigation Office of Litigation U.S. Department of Housing and Urban Development 451 Seventh Street, S.W. Washington, DC 20410	Defendant
Secretary of Housing and Urban Development c/o The Office of the Attorney General U.S. Department of Justice 950 Pennsylvania Avenue NW Washington, DC 20530	Defendant
Secretary of Housing and Urban Development c/o Nationstar Mortgage LLC d/b/a Mr. Cooper 8950 Cypress Waters Blvd. Coppell, TX 75019	Defendant
Secretary of Housing and Urban Development c/o United States Attorney's Office Civil Process Clerk United States Attorney's Office Eastern District of California 2500 Tulare Street, Suite 4400 Fresno, CA 93701	Defendant

SUPERIOR COURT OF CALIFORNIA COUNTY OF KERN Bakersfield Metropolitan Justice 1215 Truxtun Ave Bakersfield, CA 93301 Phone: (661) 610-6000	FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF KERN September 28, 2026 /s/ Javen Silva, Deputy Clerk
MidFirst Bank v. Robert Brace, et al	
Notice of Assignment to Judicial Officer for All Purposes, Notice of Order to Show Cause Re: California Rules of Court, Rule 3.110, and Notice of Case Management Conference	Case Number: 26CUB03783

By order of the presiding judge, the above-entitled case is assigned to the Honorable Bernard C. Barmann, Jr for all purposes. It will be managed in Department/Division H until its conclusion. Peremptory challenges, if any, must be made within the times set out in Code of Civil Procedure §170.6.

To Plaintiff(s) and Plaintiff(s) Counsel:
You are required to serve this Notice of Assignment and Notice of Order to Show Cause date and Notice of Case Management Conference date with the Summons, Complaint [Local Rule 3.7(a), Alternative Dispute Resolution (ADR) Information Packet, and ADR Stipulation and Order Form (California Rules of Court, Rule 3.221).

You are ordered to appear on January 7, 2027 at 8:30 A.M. in Division H at 1215 Truxtun Ave, Bakersfield, CA 93301 to give any legal reason why sanctions shall not be imposed for failure to serve the complaint on all named defendants and file proof(s) of service with the court within sixty (60) days after the filing of the complaint pursuant to California Rules of Court, Rule 3.110. All appearances are mandatory, unless the court receives the required proof(s) of service five (5) court days prior to the hearing date, and then no appearance is necessary.

To each party and their respective attorney(s) of record:
Your attention is directed to the California Rules of Court and the Code of Civil Procedure provisions regarding mandatory expedited jury trial procedures, specifically to California Rules of Court Rules 3.1546, et seq., and Code of Civil Procedure section 630.20, et seq.

This case is set for Case Management Conference on March 23, 2027 at 8:30 A.M. in Division H located at 1215 Truxtun Ave, Bakersfield, CA 93301. Parties shall comply with and file case management statements at least fifteen (15) days prior to the conference in accordance with California Rules of Court, Rules 3.720 – 3.730.

To Cross Complainant(s) and Cross Complainant(s) Counsel:
If you are bringing cross complaint against new parties, you are, likewise, required to serve this Notice of Assignment pursuant to California Rules of Court, Rule 3.110, Notice of Order to Show Cause date and Notice of Case Management Conference date on the new cross defendants.

Tara Leal
Clerk of the Superior Court

Date: September 28, 2026

By: /s/ Javen Silva
Javen Silva, Deputy Clerk

MidFirst Bank v. Robert Brace, et al
26CUB03783

The Clerk of the Superior Court's office has received a civil complaint from you for filing. Pursuant to the Trial Court Delay Reduction Act, your case has been assigned to the Honorable Bernard C. Barmann, Jr as monitoring judge.

Judge Bernard C. Barmann, Jr has instituted a direct calendaring system for all cases assigned to him/her as the monitoring judge.

All law and motion, case management and trial setting conferences, ex parte matters and trials will be scheduled before him/her in Division H at 1215 Truxtun Ave, Bakersfield, CA 93301.

Law & Motion and Ex-Parte hearing dates must be pre-cleared by contacting the Direct Calendaring Clerk at 661-610-6460. Tentative rulings are not provided in advance of the hearing.

At the time of filing the complaint, plaintiff's counsel will be given a Notice of Case Management Conference which sets a conference approximately one hundred eighty (180) days after filing of the complaint. This notice must be served with the summons and complaint on all defendants. Defendants must serve the notice on all cross-defendants named. The notice must also be served on interveners and lien claimants.

Pursuant to Local Rule 3.2.1. a party wishing to appear remotely in any civil proceeding other than an evidentiary hearing or trial, including conferences and law and motion hearings, is permitted to appear without advance notice to the court or other parties. By appearing remotely those persons will be deemed to have requested a remote appearance. Instructions for accessing Remote Court Hearings can be found on the court's website. Each judicial officer retains the discretion to require a party to appear in person at a conference, hearing, or proceeding, as authorized by Code of Civil Procedure section 367.75. Remote proceedings for evidentiary hearings or trials in all divisions shall be noticed and conducted as authorized by Code of Civil Procedure section 367.75 and California Rules of Court, rule 3.672.

The Court does not provide court reporters for civil matters. Parties wishing to have a matter reported must provide their own reporter. The court maintains a list of pre-approved official reporters pro tem. Your preferred reporter can be added to this list. Information regarding the court's list is on the court's website.

Another judge will hear settlement conferences in cases assigned to Judge Bernard C. Barmann, Jr. However, those cases that do not settle will be set for trial before him/her.

MidFirst Bank v. Robert Brace, et al
26CUB03783

Superior Court Of California County Of Kern Special Rules Relating To Case Management Conferences

At least fifteen (15) days prior to the case management conference, each party shall prepare, file and serve on each other party a case management conference statement providing the Court with the following information:

1. The "at-issue" status of the case including any new parties that may be contemplated;

2. A brief statement of the type of case and the general facts or contentions;

3. A description of the discovery done to date and that contemplated to be done;

4. Estimated time for trial and whether a jury is demanded;

5. Whether or not the case is entitled to priority in trial setting and if so, the legal authority thereof;

6. An evaluation of the case for alternative dispute resolution, including arbitration (judicial or binding), mediation or private judge handling;

7. If a person injury action, a description of the injuries sustained by each plaintiff and the elements of claimed damage;

8. A statement of any settlement negotiations undertaken thus far;

9. The name of the attorney primary responsible for the case on behalf of the party filing the statement.

More than one party may join in the filing of a single statement.

The case management conference shall be attended by the attorney primarily responsible for the case on behalf of each party or a member of his or her firm or counsel formally associated in the case. The attorney attending shall be thoroughly familiar with the case, and be able to engage in meaningful discussions with court and counsel, and to enter into agreements on behalf of his or her client on the following subjects:

1. The "at-issue" status of the case including the dismissal of the unnamed doe defendants or cross-defendants by agreement of all parties;

2. Discovery conducted and remaining to be done;

3. Amenability of the case to alternative dispute resolution including, but no limited to, arbitration (judicial or binding), mediation, and private judge handling.

4. Delineation of issues including stipulation of facts not in substantial controversy;

5. Settlement prospects;

6. Setting the matter for trial, pre-trial conferences, settlement conference or further case management conference;

7. Any other matters relevant to the processing of the case to a final resolution.

Any violation of these rules shall result in the imposition of substantial sanctions which may include monetary, issue, termination, or other appropriate sanctions.

MidFirst Bank v. Robert Brace, et al
26CUB03783

Certificate of Service

The undersigned, of said Kern County, certify: That I am a Deputy Clerk of the Superior Court of the State of California, in and for the County of Kern, that I am a citizen of the United States, over 18 years of age, I reside in or am employed in the County of Kern, that I am not a party to the within action and that my business address is 1215 Truxtun Ave, Bakersfield, CA 93301, that I served the Notice of Assignment to Judicial Officer for All Purposes, Notice of Order to Show Cause Re: California Rules of Court, Rule 3.110, and Notice of Case Management Conference attached hereto on all interested parties and any respective counsel of record in the within action, following standard Court practices, by: (a) enclosing true copies thereof in a sealed envelope(s) with postage fully prepaid and depositing/placing for collection and delivery in the United States mail at Bakersfield, California; and/or (b) enclosing true copies thereof in a Kern County interoffice envelope(s) and placing for collection and delivery; and/or (c) electronically transmitting true copies thereof by electronic service or e-mail. Service address(es) are indicated on the attached service list.

Date of service: September 28, 2026

Place of service: Bakersfield, California

Sent from electronic service address: donotreply@kern.courts.ca.gov

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

Tara Leal
Clerk of the Superior Court

Date: September 28, 2026

By: /s/ Javen Silva
Javen Silva, Deputy Clerk

MidFirst Bank v. Robert Brace, et al
26CUB03783

Service List

Alexander Lauvray
3990 E. Concours Street Suite 350
Ontario, CA 91764
alexl@bdfgroup.com

ATTORNEY OR PARTY WITHOUT ATTORNEY	STATE BAR NUMBER:	FOR COURT USE ONLY
NAME:		
FIRM NAME:		
STREET ADDRESS:		
CITY:	STATE: ZIP CODE:	
TELEPHONE NO.:	FAX NO.:	
EMAIL ADDRESS:		
ATTORNEY FOR *(name)*:		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF		
STREET ADDRESS:		
MAILING ADDRESS:		
CITY AND ZIP CODE:		
BRANCH NAME:		
PLAINTIFF/PETITIONER:		
DEFENDANT/RESPONDENT:		

CASE MANAGEMENT STATEMENT

CASE NUMBER:

(Check one): ☐ **UNLIMITED CASE** (Amount demanded exceeds $35,000) ☐ **LIMITED CASE** (Amount demanded is $35,000 or less)

A **CASE MANAGEMENT CONFERENCE** is scheduled as follows:

Date: Time: Dept.: Div.: Room:

Address of court *(if different from the address above)*:

☐ **Notice of Intent to Appear by Telephone, by** *(name)*:

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.

1. **Party or parties** *(answer one)*:
   a. ☐ This statement is submitted by party *(name)*:
   b. ☐ This statement is submitted **jointly** by parties *(names)*:
2. **Complaint and cross-complaint** *(to be answered by plaintiffs and cross-complainants only)*
   a. The complaint was filed on *(date)*:
   b. ☐ The cross-complaint, if any, was filed on *(date)*:
3. **Service** *(to be answered by plaintiffs and cross-complainants only)*
   a. ☐ All parties named in the complaint and cross-complaint have been served, have appeared, or have been dismissed.
   b. ☐ The following parties named in the complaint or cross-complaint
      (1) ☐ have not been served *(specify names and explain why not)*:
      (2) ☐ have been served but have not appeared and have not been dismissed *(specify names)*:
      (3) ☐ have had a default entered against them *(specify names)*:
   c. ☐ The following additional parties may be added *(specify names, nature of involvement in case, and date by which they may be served)*:
4. **Description of case**
   a. Type of case in ☐ complaint ☐ cross-complaint *(Describe, including causes of action)*:

Form Adopted for Mandatory Use
Judicial Council of California
CM-110 [Rev. January 1, 2024]

Cal. Rules of Court, rules 3.720–3.730
www.courts.ca.gov

PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER:

4. b. Provide a brief statement of the case, including any damages *(if personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings; if equitable relief is sought, describe the nature of the relief):*

☐ *(If more space is needed, check this box and attach a page designated as Attachment 4b.)*

5. **Jury or nonjury trial**
The party or parties request ☐ a jury trial ☐ a nonjury trial. *(If more than one party, provide the name of each party requesting a jury trial):*

6. **Trial date**
a. ☐ The trial has been set for *(date):*
b. ☐ No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint *(if not, explain):*

c. Dates on which parties or attorneys will not be available for trial *(specify dates and explain reasons for unavailability):*

7. **Estimated length of trial**
The party or parties estimate that the trial will take *(check one)*
a. ☐ days *(specify number):*
b. ☐ hours (short causes) *(specify):*

8. **Trial representation** *(to be answered for each party)*
The party or parties will be represented at trial ☐ by the attorney or party listed in the caption ☐ by the following:
a. Attorney:
b. Firm:
c. Address:
d. Telephone number:
e. Email address:
f. Fax number:
g. Party represented:
☐ Additional representation is described in Attachment 8.

9. **Preference**
☐ This case is entitled to preference *(specify code section):*

10. **Alternative dispute resolution (ADR)**
a. **ADR information package.** Please note that different ADR processes are available in different courts and communities; read the ADR information package provided by the court under rule 3.221 of the California Rules of Court for information about the processes available through the court and community programs in this case.
(1) For parties represented by counsel: Counsel ☐ has ☐ has not provided the ADR information package identified in rule 3.221 to the client and reviewed ADR options with the client.
(2) For self-represented parties: Party ☐ has ☐ has not reviewed the ADR information package identified in rule 3.221.
b. **Referral to judicial arbitration or civil action mediation** (if available).
(1) ☐ This matter is subject to mandatory judicial arbitration under Code of Civil Procedure section 1141.11 or to civil action mediation under Code of Civil Procedure section 1775.3 because the amount in controversy does not exceed the statutory limit.
(2) ☐ Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.
(3) ☐ This case is exempt from judicial arbitration under rule 3.811 of the California Rules of Court or from civil action mediation under Code of Civil Procedure section 1775 et seq. *(specify exemption):*

PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER:

10. c. In the table below, indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in *(check all that apply and provide the specified information):*

	The party or parties completing this form **are willing** to participate in the following ADR processes *(check all that apply):*	If the party or parties completing this form in the case **have agreed** to participate in or have already completed an ADR process or processes, indicate the status of the processes *(attach a copy of the parties' ADR stipulation):*
(1) Mediation	☐	☐ Mediation session not yet scheduled ☐ Mediation session scheduled for *(date):* ☐ Agreed to complete mediation by *(date):* ☐ Mediation completed on *(date):*
(2) Settlement conference	☐	☐ Settlement conference not yet scheduled ☐ Settlement conference scheduled for *(date):* ☐ Agreed to complete settlement conference by *(date):* ☐ Settlement conference completed on *(date):*
(3) Neutral evaluation	☐	☐ Neutral evaluation not yet scheduled ☐ Neutral evaluation scheduled for *(date):* ☐ Agreed to complete neutral evaluation by *(date):* ☐ Neutral evaluation completed on *(date):*
(4) Nonbinding judicial arbitration	☐	☐ Judicial arbitration not yet scheduled ☐ Judicial arbitration scheduled for *(date):* ☐ Agreed to complete judicial arbitration by *(date):* ☐ Judicial arbitration completed on *(date):*
(5) Binding private arbitration	☐	☐ Private arbitration not yet scheduled ☐ Private arbitration scheduled for *(date):* ☐ Agreed to complete private arbitration by *(date):* ☐ Private arbitration completed on *(date):*
(6) Other (*specify*):	☐	☐ ADR session not yet scheduled ☐ ADR session scheduled for *(date):* ☐ Agreed to complete ADR session by *(date):* ☐ ADR completed on *(date):*

PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER:

11. **Insurance**

a. ☐ Insurance carrier, if any, for party filing this statement *(name):*

b. Reservation of rights: ☐ Yes ☐ No

c. ☐ Coverage issues will significantly affect resolution of this case *(explain):*

12. **Jurisdiction**

Indicate any matters that may affect the court's jurisdiction or processing of this case and describe the status.

☐ Bankruptcy ☐ Other *(specify):*

Status:

13. **Related cases, consolidation, and coordination**

a. ☐ There are companion, underlying, or related cases.

(1) Name of case:

(2) Name of court:

(3) Case number:

(4) Status:

☐ Additional cases are described in Attachment 13a.

b. ☐ A motion to ☐ consolidate ☐ coordinate will be filed by *(name party):*

14. **Bifurcation**

☐ The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action *(specify moving party, type of motion, and reasons):*

15. **Other motions**

☐ The party or parties expect to file the following motions before trial *(specify moving party, type of motion, and issues):*

16. **Discovery**

a. ☐ The party or parties have completed all discovery.

b. ☐ The following discovery will be completed by the date specified *(describe all anticipated discovery):*

Party	Description	Date

c. ☐ The following discovery issues, including issues regarding the discovery of electronically stored information, are anticipated *(specify):*

PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER:

17. Economic litigation

a. ☐ This is a limited civil case (i.e., the amount demanded is $35,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.

b. ☐ This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed *(if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case):*

18. Other issues

☐ The party or parties request that the following additional matters be considered or determined at the case management conference *(specify):*

19. Meet and confer

a. ☐ The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court *(if not, explain):*

b. ☐ After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following *(specify):*

20. Total number of pages attached *(if any):* _____

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date:

_____ ▶ _____
(TYPE OR PRINT NAME) (SIGNATURE OF PARTY OR ATTORNEY)

_____ ▶ _____
(TYPE OR PRINT NAME) (SIGNATURE OF PARTY OR ATTORNEY)

☐ Additional signatures are attached.

For your protection and privacy, please press the Clear This Form button after you have printed the form.

Print this form Save this form Clear this form

SUPERIOR COURT OF CALIFORNIA, COUNTY OF KERN
ALTERNATIVE DISPUTE RESOLUTION (ADR)
INFORMATION PACKET

Kern County Superior Court encourages, and under certain circumstances, may require parties to try ADR before trial. Courts have also found ADR to be beneficial when used early in the case process. The courts, community organizations and private providers offer a variety of ADR processes to help people resolve disputes without a trial. Below is information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local arbitrator, mediator or neutral evaluator. You may find more information about these ADR processes at www.courts.ca.gov/programs/adr.

Possible Advantages and Disadvantages of ADR

ADR may have a variety of advantages or disadvantages over a trial depending on the type of ADR process used as well as the particular type of case involved.

Possible Advantages: Saves time; saves money; gives the parties more control over the dispute resolution process and outcome; helps to preserve and/or improve party relationships.

Possible Disadvantages: May add additional time and costs to the litigation if ADR does not resolve the dispute; procedures such as discovery, jury trial, appeals, and other legal protections may be limited or unavailable.

Most Common Types of ADR

Mediation: A neutral person or "mediator" helps the parties communicate in an effective and constructive manner so the parties can try to resolve their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is generally confidential and may be particularly useful where ongoing relationships are involved, such as between family members, neighbors, employers/employees or business partners.

Settlement Conferences: A judge or another neutral person assigned by the court helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement conference neutral does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different views about the likely outcome of a trial in their case.

Neutral Evaluation: The parties briefly and informally present their facts and arguments to a neutral person who is often an expert in the subject matter of the dispute. The neutral does not decide the outcome of the dispute, but helps the parties to do so by providing them with a non-binding opinion about the strengths, weaknesses and likely outcome of their case. Depending on the neutral evaluation process, and with the parties' consent, the neutral may then help the parties try to negotiate a settlement. Neutral evaluation may be appropriate when the parties desire a neutral's opinion about how the case might be resolved at trial; and, if the primary dispute is about the amount of damages or technical issues, the parties would like a neutral expert to resolve those disputes.

Arbitration: The parties present evidence and arguments to a neutral person or "arbitrator" who then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are generally more relaxed. If the parties agree to *binding* arbitration, they waive their right to a jury trial and agree to accept the arbitrator's decision. With *nonbinding* arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time and expense of a trial, or desire an expert in the subject matter of their dispute to make a decision.

Local Court ADR Programs

The Superior Court, County of Kern offers two types of ADR: Arbitration in cases in which the amount in controversy as to each plaintiff is $50,000 or less; and DRPA mediation services on the day of the hearing, settlement conference or trial.

Arbitration: The Superior Court of California, County of Kern does use Arbitrators in civil cases where the amount in controversy as to each individual plaintiff is $50,000 or less. The Court may order the parties to Arbitration or the parties may agree to Arbitration any time before the first case management conference statement is filed. See Local Rule 3.14 at https://www.kern.courts.ca.gov/system/files/local_rules_of_court.pdf

Dispute Resolution Program Act (DRPA): The Superior Court of California, County of Kern also offers mediation services in small claims and unlawful detainer, civil harassment, family law and probate matters. The Court has contracted with the Better Business Bureau (BBB) under the Dispute Resolution Programs Act (DRPA) to provide these mediation services. For more information about BBB Mediation Services go to https://www.bbb.org/local-bbb/bbb-serving-central-california-and-inland-empire-counties.

ADR Coordinator:

Although complaints about arbitrators and mediators are rare, the Superior Court of California, County of Kern does provide a complaint procedure in our Local Rules, Rule 3.14.7. If you have a complaint or a concern with any of this Court's ADR programs, or simply have a question about ADR, please contact the ADR Administrator at ADRAdministrator@kern.courts.ca.gov or 661-868-5695.

Resources:

California Department of Consumer Affairs: https://www.dca.ca.gov/consumers/mediation_guides.shtml

Judicial Branch California Courts – ADR: www.courts.ca.gov/selfhelp-adr.htm

ADR Stipulation Form: https://www.kern.courts.ca.gov/system/files/adr_stipulation_and_order_form.pdf

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, state bar number, and address):*	*FOR COURT USE ONLY*
TELEPHONE NO.: FAX NO *(Optional)*.: E-MAIL ADDRESS *(Optional)*: ATTORNEY FOR *(Name)* :	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF KERN STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
PLAINTIFF: DEFENDANT:	
ADR STIPULATION AND ORDER FORM	CASE NUMBER:

1. Pursuant to California Rule of Court 3.221(a)(4), the parties and their attorneys stipulate that all claims in this action will be submitted to the following alternative dispute resolution (ADR) process:
   a. ☐ Private Mediation.
   b. ☐ Neutral Evaluation.
   c. ☐ Binding Arbitration.
   d. ☐ Referee/Special Master.
   e. ☐ Settlement Conference with Private Neutral.
   f. ☐ Non-binding Judicial Arbitration pursuant to CCP§1141.10 et seq., and applicable Rules of Court.
   g. ☐ Discovery will remain open until 30 days before trial.
   h. ☐ Other:
2. It is also stipulated that
   a. _____ (name of individual neutral, not organization) has consented to and will serve as
   b. _____ (neutral function/process) and that the session will take place on
   c. _____ (enter a FIRM date) and that all persons necessary to effect a settlement and having full authority to resolve the dispute will appear at such session.

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PLAINTIFF: DEFENDANT:	CASE NUMBER:

3. Date:

   a. On behalf of Plaintiff/s

(TYPE OR PRINT NAME)	(SIGNATURE OF PLAINTIFF OR ATTORNEY)
(TYPE OR PRINT NAME)	(SIGNATURE OF PLAINTIFF OR ATTORNEY)

☐ Continued on *Attachment 3a* (form MC-025).

   b. On behalf of Defendant/s

(TYPE OR PRINT NAME)	(SIGNATURE OF DEFENDANT OR ATTORNEY)
(TYPE OR PRINT NAME)	(SIGNATURE OF DEFENDANT OR ATTORNEY)

☐ Continued on *Attachment 3a* (form MC-025).

4. ORDER:

   a. ☐ The ADR process is to be completed by .

   b. ☐ The Case Management Conference currently set for , at ☐ a.m. ☐ p.m. in Department :

      i. ☐ Remains on calendar.

      ii. ☐ Is hereby vacated.

   c. ☐ Mediation Status Review.

   d. ☐ Case Status Review re: .

   e. ☐ Final Case Management Conference is set for , at ☐ a.m. ☐ p.m. in Department .

   f. ☐ Judicial Arbitration Order Review Hearing will be set by notice upon assignment of arbitrator.

IT SO ORDERED.

Date:

JUDICIAL OFFICER

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