

How to Read a Property Profile and its Documents

Compliments of Western Resources Title (888) 743-0412

We're building a rep as the industry's resource.

A Property Profile is a necessary part of buying and selling property...

The Property Profile will provide you with a preliminary look at the financial status of a property. Prior to every listing appointment and every offer presentation a Property Profile should be ordered. There are 3 things you will need to determine.

- Who owns the property
- Do the outstanding loans and liens on the property exceed the estimated sales price less closing costs?
 - Is the property in default?

Who owns the property?

The property profile will specify the current owner of the property. This will take into account any quit claims or interspousal deeds signed and recorded since the property was purchased. You want to make sure that all parties on title sign the listing contract and at the time of the sale, the purchase contract.

Do the loans on the property exceed the sales price less closing costs?

The profile includes all deeds of trust (outstanding loans) on the property. The amount of the loan is shown on the deed. Add up all the loans and ideally they should be less than the listing/sales price minus the closing costs. If they are not then the seller will need to bring money in to close the transaction. If you are taking the listing you will want to discuss this at the time you meet with the seller. If you are making an offer you definitely want to make sure the listing agent has discussed this with his or her client and the seller has the additional money necessary to close.

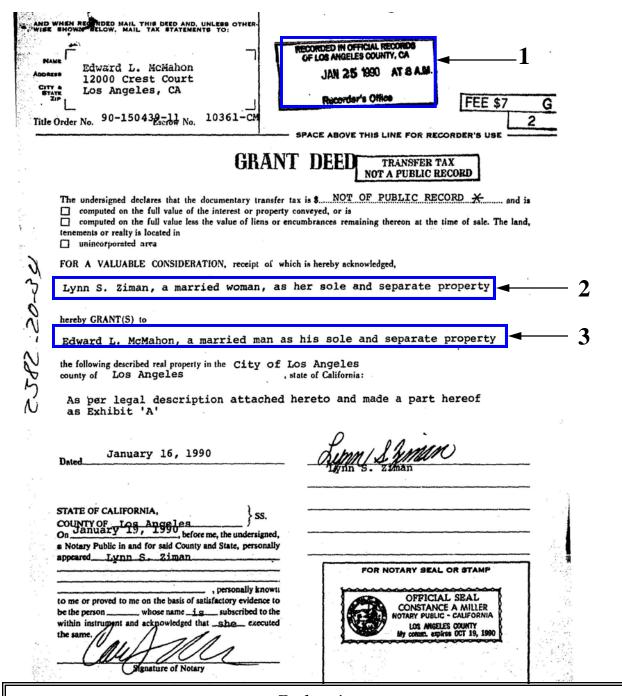
<u>Is there a Notice of Default or Notice of Trustee Sale recorded against the property?</u>

The Property Profile also includes any Notice of Default or Notice of Trustee Sales recorded against the property. It is extremely important to know if there is anything recorded as these both have strict timelines after which time the property can be sold at auction by the bank. If you don't notify the lender the property can be sold, even if it's in escrow.

The following pages contain copies of the documents found in a property profile with an explanation as to the important information contained therein. Also included in this document is a Property Profile Worksheet which will help you to determine the financial status of the property.

Grant Deed

The Grant Deed is used to transfer title or an interest in real property from one individual or legal entity to another. The person or persons to which title has been granted are the ones who will need to sign the listing contract and purchase contract.

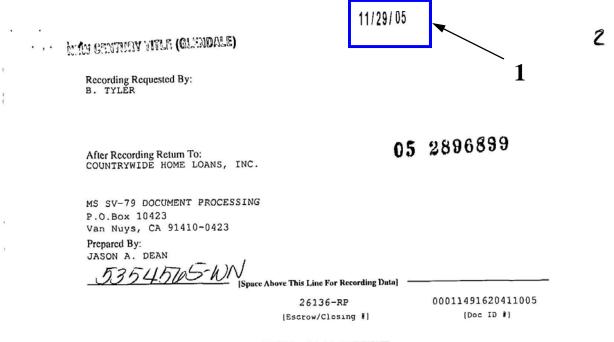


- 1. The date the sale was recorded and title was transferred to the new owner.
- 2. The party selling or transferring the property.
- 3. The party to which title is being transferred, the new owner. This is the person(s) that must sign the listing and purchase contracts.

2382-020034

Deed of Trust

These are the current outstanding loans on the property. They will show the original amount of the loan made but will not tell you the amount still owed on the loan. By adding up the loans you will have a rough picture of the amount of money owed on the property.



DEED OF TRUST

MIN 1000157-0005849464-8

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated NOVEMBER 17, 2005, together

with all Ridors to this document.
(B) "Borrower" is

EDWARD L MCMAHON, TRUSTEE OF THE EDWARD L. MCMAHON LIVING TRUST DATED 05-10-1990

CALIFORNIA-Single Family-Pannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

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- 1. The date the Deed of Trust (Loan) was recorded.
- 2. The Trustor or Borrower on the loan. These are the ones which will be involved in the short sale negotiation if there is one.

Deed of Trust (page 2)

DOC ID #: 00011491620411005

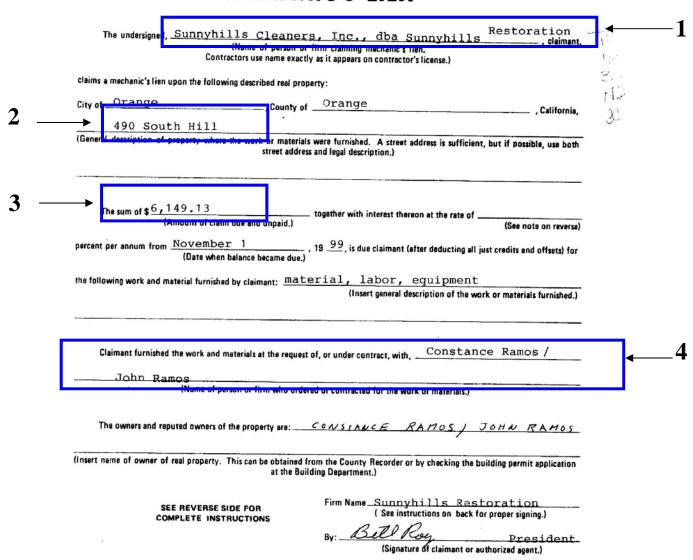
Borrower's address is	
12000 CREST COURT, BEVERLY HILLS, CA 90210	
Borrower is the trustor under this Security Instrument.	
COUNTRYWIDE HOME LOANS, INC.	
Lender is a CORPORATION	
organized and existing under the laws of NEW YORK	
Lender's address is	
4500 Park Granada, Calabasas, CA 91302-1613	
(D) "Trustee" is	
RECONTRUST COMPANY, N.A.	
225 WEST HILLCREST DRIVE MSN TO-02, THOUSAND OAKS, CA 91360	
(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 Bollower and dated "No VELLEGI" 177	
Note states that Borrower owes Lender FOUR MILLION EIGHT HUNDRED THOUSAND and 00/100 -2	
Dollars (U.S. \$ 4,800,000.00) plus interest. Borrower has promised to pay this debt in regular	
Periodic Payments and to pay the debt in full not later than DECEMBER 01, 2035 .	
(G) "Property" means the property that is described below under the heading "Transfer of Rights in the	
Property."	
(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges	
due under the Note, and all sums due under this Security Instrument, plus interest. (I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following	
Riders are to be executed by Borrower [check box as applicable]:	
Riders are to be executed by Borrowel Telecok box as applicable).	
Adjustable Rate Rider Condominium Rider Second Home Rider	
Ralloon Rider X Planned Unit Development Rider 1-4 Family Rider	
VA Rider Biweckly Payment Rider X Other(s) [specify]	
Inter Vivos Revocable Trust R	ider
(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) "Flectronic 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)	
to, or desduction of, the Property, (ii) condomination of other taking of any part of	

- 1. The company that originally made the loan. If the loan has been sold to another entity or investor you will need to negotiate with that entity.
- 2. This is the original amount of the loan. It is not the current amount owed but will give you a ballpark estimate. Add the amounts from all the deeds of trust (loans) on the property and you'll have an approximation of the amount outstanding.

Mechanics Lien

A mechanics lien is a document filed by someone e who performed work on the property and has yet to be paid. The lien must be filed within 20 days of the completion of the work. After 90 days the claimant may file a Notice of Action which will allow them to foreclose on the property in order to obtain the monies due them. A mechanics lien is only in effect for 6 months. At that time it expires and the claim can no longer the claimant will have to go to Civil Court to reclaim the monies due them.

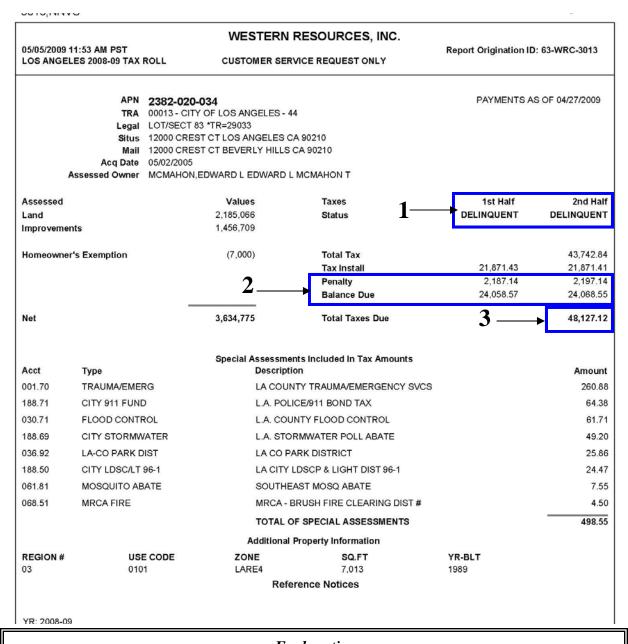
MECHANIC'S LIEN



- 1. The company who performed the work and is now filing the lien.
- 2. The property address at which the work was performed or materials shipped.
- 3. The amount of money due the person (s) filing the claim.
- 4. The party who contracted the work or materials.

Property Taxes

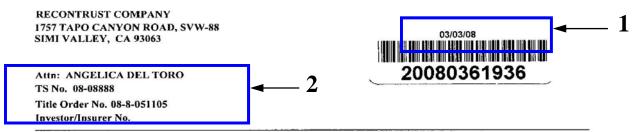
The presence of delinquent property taxes is a good indication that the homeowner may be behind on other obligations such as their loan payments. These taxes must be paid current in order to close your transaction.



- 1. The status of the taxes is shown here. If the taxes are shown as delinquent there will be a penalty change below.
- 2. The penalty shown here will continue to increase until the taxes are paid.
- 3. This is the total amount of taxes due.

Notice of Default

This document tell you that the foreclosure process has begun. This means you have a reduced time frame in which to sell the property and close escrow. Pay special attention to the date the notice was recorded as this will tell you how long you have.



SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION,

and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).



While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by

- 1. The date the notice was recorded. The homeowner has 90 days from this date to bring the loan current or a Notice of Trustee Sale will be filed.
- 2. The Trustee Sale number which will be needed to reference the loan when speaking with the Trustee.
- 3. The amount needed to bring the loan current.

Notice of Default (page 2)

TS No. 08-08888

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
C/O Countrywide Home Loans, Inc
400 COUNTRYWIDE WAY SV-35
SIMI VALLEY, CA 93065
FORECŁOSURE DEPARTMENT (800) 669-6650

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan.

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember,

YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HERERY CIVEN THAT: RECONTRUST COMPANY, is acting as an agent for the Beneficiary under a Deed of Trust dated 11/17/2005, executed by EDWARD L MCMAHON, TRUSTEE OF THE EDWARD L. MCMAHON LIVING TRUST DATED 05-10-1990 as Trustor to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as beneficiary recorded 11/29/2005, as Instrument No. 05 2896899 (or Book, Page) of Official Records in the Office of the County Recorder of Los Angeles County, California.

Said obligation including ONE NOTE FOR THE ORIGINAL sum of \$ 4,800,000.00.

That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of: FAILURE TO PAY THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON 10/01/2006 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST, TOGETHER WITH ALL LATE CHARGES; PLUS ADVANCES MADE AND COSTS INCURRED BY THE BENEFICIARY INCLUDING FORECLOSURE FEES AND COSTS AND/OR ATTORNEYS' FEES. IN ADDITION, THE ENTIRE PRINCIPAL AMOUNT WILL BECOME DUE ON 12/01/2035 AS A RESULT OF THE MATURITY OF THE OBLIGATION ON THAT DATE.

That by reason thereof, the present beneficiary under such deed of trust has executed and delivered to RECONTRUST COMPANY such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Dated: February 28, 2008
RECONTRUST COMPANY, as agent for the Beneficiary
By LandSafe Title Corporation, as its Attorney in Fact

- 1. The current holder of the note and their contact information.
- 2. The Trustor or Borrower on the note.
- 3. The date the last payment was made.

Notice of Trustee Sale

The presence of this document means the property is about to be sold at auction. If you are in escrow or still have the property listed you will need to contact the trustee immediately to try to postpone the sale.

SIMI VALLEY, CA 93063

WHEN RECORDED MAIL TO:
1757 TAPO CANYON ROAD, SVW-88
SIMI VALLEY, CA 93063

TS No. 08-0008888
Title Order No. 08-8-051105

APN No. 2382-020-034

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NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST, DATED 11/17/2005. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

Notice is hereby given that RECONTRUST COMPANY, as duly appointed trustee pursuant to the Deed of Trust executed by EDWARD L MCMAHON, TRUSTEE OF THE EDWARD L MCMAHON LIVING TRUST DATED 05-10-1990, dated 11/2/2005 and recorded 11/20/2005 on Jest purpost No. 05-2806800 in Book. Begg. of Official Records in the office of the County Recorder of LOS ANGELES County, State of California, will sell on 10/02/2008 at 10 30 AM, At the West side of the Los Angeles County Courthouse, directly facing Norwalk Blvd , 12720 Norwalk Blvd , Norwalk, CA.

at public auction, to the highest bidder for cash or check as described below, payable in full at time of sale, all right, title, and interest conveyed to and now held by it under said <u>Deed of Trust</u>, in the property situated in said <u>County and</u> State and as more fully described in the above referenced Deed of Trust. The street address and other common designation, if any, of the real property described above is purported to be. 12000 CREST COURT, BEVERLY HILLS, CA 90210 The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein.

The total amount of the unpaid balance with interest thereon of the obligation secured by the property to be sold plus reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$5,865,792 23 It is possible that at the time of sale the opening bid may be less than the total indebtedness due

In addition to cash, the Trustee will accept cashier's checks drawn on a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state.

Said sale will be made, in an "AS IS" condition, but without covenant or warranty, express or implied, regarding title, possession or encumbrances, to satisfy the indebtedness secured by said Deed of Trust, advances thereunder, with interest as provided, and the unpaid principal of the Note secured by said Deed of Trust with interest thereon as provided in said Note, plus fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust.

DATED September 04, 2008
RECONTRUST COMPANY
1757 TAPO CANYON ROAD, SVW-88
SIMI VALLEY, CA 93063
Phone/Sale Information (800) 281-8219

- Explanation -

- 1. The date the document was recorded.
- 2. The trustee sale number. This will be used to check status of the sale.
- 3. The owner of the property.
- 4. The date and location of the sale.
- 5. The property address.
- 6. Total monies due on the loan including penalty fees.
- 7. The name and contact information for the Trustee. This is who you'd call for status on the sale.

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Property Profile Worksheet

Using the Property Profile obtained from Western Resources Title on the subject property complete the questions below. This will provide you with a preliminary look at the situation. Has a Notice of Default been recorded against the property, if so, when Has a Notice of Trustee Sale been recorded? When? The time frames on a Notice of Default is 90 days from the date it was recorded. If an NOD was recorded against the property you have a reduced time frame in which to sell the home. The Notice of Trustee Sale has a period of 21 days and then the property is sold. If the 21 days has passed by a few weeks the seller may have declared bankruptcy. This is something you will need to discuss with the seller during the listing presentation. Calculate the proceeds of the sale: 1. Estimated Market Value 2. 1st Deed of Trust 3. 2nd Deed of Trust 4. 3rd Deed of Trust 5. Property Taxes 6. Mechanics liens 7. Any other liens 8. Estimated Closing Costs (7%) 9. Estimated Outstanding Debt (items 2 thru 8 above) 10. Proceeds to Seller (subtract item 9 from item 1.) (if negative, the seller will have to bring money in to close escrow)

If there are no proceeds to the seller and he has to bring money in you may have a short sale. If this is the case have the seller fill out a Statement of Information. With this we can run a full search of the property and the seller which will detail all outstanding liens which must be settled prior to close of escrow.

If you have any questions on the information contained in the profile contact our Resource Center at (888) 743-0412



We're building a rep as the industry's resource.