

# A·E·Q·U·I·T·A·S

## **Securitization and Public Records Summary Report**

Loan: 2992\*\*\*

Borrower: John Smith

Date Processed: 5/30/2011 3:31:58 AM

# **Securitization and Public Records Summary Report**

Monday, May 30, 2011

Prepared By

**AEQUITAS**

422 31st Street  
Newport Beach, CA 92663

# **Table of Contents**

Related Parties Info

Securitization Transaction Summary

Public Records Summary

## Parties to the Loan Transaction

**Borrower:**

John Smith

**Co-Borrower:**

Amanda Smith

**Current Address:**

1000 Green Valley Circle  
Culver City CA 90230

**Subject Property:**

10111 Sepulveda Blvd  
Los Angeles CA 90232

**Mortgage Brokers:**

The Loan Consultants  
4201 Wilshire Blvd  
Los Angeles, CA 90232

**Mortgage Servicers:**

New York Community Bank  
615 Merrick Avenue  
Westbury, New York 11590

**Mortgage Nominee/Beneficiary:**

Landsafe Title  
1818 Library Street  
Reston, VA 20190

**Original Mortgage Lender/Aggregator:**

Mortgage Electronic Registration System  
555 Ponds Place  
Pasadena, CA 91107

**Mortgage Trustee:**

J & R Lending Inc.  
223 Wisteria Lane  
Pasadena, CA 91107

**Title Company:**

Landsafe Title  
223 Wisteria Lane  
Pasadena, CA 91107

**Re-Conveyance Company:**

California Reconveyance  
9301 Corbin Ave  
Northridge, CA 91324

**Other:**

## Loan Transaction Summary

**Closing Date:**

4/24/2007

**Occupancy Type:**

Owner Occupied ~ Primary Residence

**Interest Rate:**

0.06125

**Type of Transaction:**

Purchase

**Loan Amount:**

450000

**Loan Number:**

2992\*\*\*

**Payment Amount:**

1367.12

**Loan Product:**

5/1 Option ARM

## Parties to the Loan Securitization

**Lender Originator:**

Mandalay Mortgage, LLC  
5 Park Plaza  
Irvine, CA 92614

**Sponsor/Aggregator:**

Merrill Lynch Mortgage Lending, Inc.  
One Bryant Park  
New York, NY 1003

**Depositor:**

Merrill Lynch Mortgage Investors, Inc.  
1100 North Market Street  
Wilmington, NC 28405

**Issuing Entity:**

Specialty Underwriting and Residential  
250 Vesey Street, 4 World Financial  
Ctr., 10th Fl

**Trustee:**

U.S. Bank, N.A.  
633 W 5th St  
Los Angeles, CA 90010

**Name of Trust:**

SURF 2007-BC1  
250 Vesey Street, 4 World Financial  
Ctr., 10th Fl

**Master Servicer/Securities  
Administrator:**

Wilshire Credit  
4727 Wilshire Blvd  
Los Angeles, CA, 90010

**Custodian:**

Wells Fargo Bank  
707 Wilshire Blvd  
Los Angeles CA 90010

**Servicer:**

Bank of America  
985 West Jefferson Boulevard  
Los Angeles CA 90228

## **Trust Cut-Off Date**

**Cut-off Date:**

1/1/2007

**Closing Date:**

1/24/2007

**Was the loan transferred into the trust on or before the date required in the PSA?**

No

## Assignment of Deed of Trust/Mortgage

**Assigned To:** U.S. Bank

**Trustee:** ITC

**Date:** 9/26/2006

**Assigned To:** Fidelity National Title Company

**Trustee:** U.S Bank

**Date:** 12/6/2009

**Assigned To:** Citigroup Global Markets Realty Corp

**Trustee:** Fidelity National Title Company

**Date:** 6/23/2010



# Public Record Summary

## Signature Block

**Document Name:**  
**Assignment**

**Date:** 12/6/2009

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to CITIGROUP GLOBAL MARKETS REALTY INC. all beneficial interest under that certain Deed of Trust dated October 20, 2006, executed by Trustor: [REDACTED] Trustee: FIDELITY NATIONAL TITLE COMPANY; and Recorded October 30, 2006 as Instr. No. 2006-[REDACTED] in Book --- Page --- of Official Records in the office of the Recorder of SAN BERNARDINO County; CALIFORNIA

TOGETHER with the notes therein described and secured thereby, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Deed of Trust including the right to have reconveyed, in whole or in part the real property described therein.

Dated 12/06/2009

AMERICAN HOME MORTGAGE SERVICING, INC

BY:   
Michelle Halyard

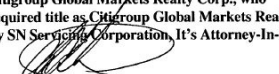
BY:   
Kathy Smith

**Document Name:**  
**Assignment**

**Date:** 6/23/2010

Effective Date: March 1, 2010

Citigroup Global Markets Realty Corp., who acquired title as Citigroup Global Markets Realty, Inc. By SN Servicing Corporation, It's Attorney-In-Fact

By:   
Chad Christensen  
Its: Senior Vice President of Real Estate

State of California  
County of Humboldt

On June 23, 2010, before me, Jennifer L. Ryan, Notary Public, personally appeared Chad Christensen, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon which the person 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: Jennifer L. Ryan  
My Commission Expires: 10/19/12

**Document Name:**  
**Assignment**

**Date:** 9/26/2006

**Corporate Assignment of Mortgage/Deed of Trust**  
FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to

U.S. Bank National Association, as Trustee for the Specialty Underwriting and Residential Finance  
Trust Mortgage Loan Asset-Backed Certificates Series 2007-BC1

with an address of 60 Livingston Avenue, Corporate Trust, St. Paul, MN 55101

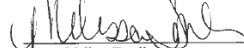
All beneficial interest under that certain Mortgage/Deed of Trust dated 09/06/2006 and executed by [REDACTED]  
[REDACTED] the lender being MANDALAY MORTGAGE, LLC, in the original amount of  
\$512,000.00 and the Trustee being ITC

Recorded on 09/26/2006 in book Y at page X as Instrument No. 062135310 of Official Records in the  
County Recorder's office of LOS ANGELES, State of California.

Property Address: [REDACTED]

Together with the note or notes therein described or referred to, the money due and to become due thereon with  
interest, and all rights accrued or to accrue under this Mortgage/Deed of Trust.

"MERS" is Mortgage Electronic Registration Systems,  
Inc. as Nominee for MANDALAY MORTGAGE, LLC



Name: Melissa Tomlin  
Title: Assistant Secretary

## Summary of Main Documents Obtained

<b>Document</b>	<b>Date</b>
Assignment of Deed of Trust	12/6/2009
Assignment of Deed of Trust	6/23/2010
Assignment of Deed of Trust	9/26/2006
Deed of Trust	9/6/2006

**Recording Request by**



**LARRY WALKER**  
Auditor/Controller - Recorder

862 Cal Hall Misc. (Rvrside)

Document prepared by: SN Servicing Corporation,  
323 5<sup>th</sup> Street, Eureka, CA 95501

---SEND ANY NOTICES TO ASSIGNEE---

mail to:

SN SERVICING CORPORATION  
323 FIFTH STREET  
EUREKA, CA 95501

Doc#: 2010- [REDACTED]

Titles: 1 Pages: 1



Fees	12.00
Taxes	0.00
Other	0.00
PAID	\$12.00

TS#H. [REDACTED]

090843134

**ASSIGNMENT OF DEED OF TRUST**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned **Citigroup Global Markets Realty Corp**, whose address is 388/390 Greenwich Street, 6<sup>th</sup> Floor, New York, NY 10013, hereby grants, assigns and transfers to **Citi Property Holdings Inc.**, whose address 390 Greenwich Street, 6<sup>th</sup> Floor, New York, NY 10013 all beneficial interest under that certain Deed of Trust dated **October 20, 2006**, in the original amount of [REDACTED] and executed by [REDACTED], **An Unmarried Man, (Trustor)** to **Fidelity National Title Company, (Trustee)** for the benefit of **Mortgage Electronic Registration Systems, Inc. (Beneficiary)** acting solely as a nominee for **Sadek Inc. (Lender)** and recorded in the County of **San Bernardino, State of California** on **October 30, 2006** as **Instrument #2006-[REDACTED]**

Legal Description: [REDACTED]  
**Bernardino, State of San Bernardino County, California.**

Property Address: [REDACTED]  
Parcel ID Number: [REDACTED]

Effective Date: March 1, 2010

**Citigroup Global Markets Realty Corp., who  
acquired title as Citigroup Global Markets Realty, Inc.  
By SN Servicing Corporation, It's Attorney-In-Fact**

**By: Chad Christensen  
Its: Senior Vice President of Real Estate**

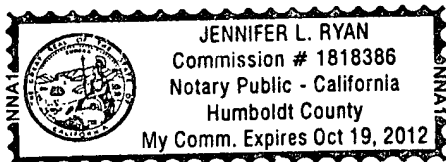
State of California  
County of Humboldt

On June 23, 2010, before me, Jennifer L. Ryan, Notary Public, personally appeared Chad Christensen, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon which the person 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: Jennifer L. Ryan  
My Commission Expires: 10/19/12





**LARRY WALKER**  
Auditor/Controller - Recorder

862 Cal Hall Misc. (Rvrside)

10/14  
1/15  
RECORDING REQUESTED BY

T.D. SERVICE COMPANY

and when recorded mail to

T.D SERVICE COMPANY  
1820 EAST FIRST STREET  
SUITE 210  
SANTA ANA, CA. 92705

Doc#: 2010- [REDACTED]



Titles: 1      Pages: 2  
Fees                      15.00  
Taxes                     0.00  
Other                     0.00  
PAID                      \$15.00

090843/34 Space above this line for recorder's use \_\_\_\_\_

NOTE: After having been recorded, this Assignment should be kept with the Note and Deed of Trust hereby assigned

### ASSIGNMENT OF DEED OF TRUST

T.S. No: [REDACTED]    Unit Code: H    Loan No: [REDACTED]    Investor No: 0030103522  
AP #: [REDACTED]  
Property Address: [REDACTED]

**FOR VALUE RECEIVED**, the undersigned hereby grants, assigns and transfers to AMERICAN HOME MORTGAGE SERVICING, INC

all beneficial interest under that certain Deed of Trust dated October 20, 2006, executed by Trustor: [REDACTED]  
Trustee: FIDELITY NATIONAL TITLE COMPANY; and  
Recorded October 30, 2006 as Instr. No. 2006-[REDACTED] in Book --- Page --- of Official Records in the office of the Recorder of SAN BERNARDINO County; CALIFORNIA  
TOGETHER with the notes therein described and secured thereby, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Deed of Trust including the right to have reconveyed, in whole or in part the real property described therein.

Dated 11/23/2009 \_\_\_\_\_

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., A SEPARATE CORPORATION  
THAT IS ACTING SOLELY AS A NOMINEE FOR SADEK INC

BY: Kathy Smith  
Kathy Smith

BY: Joseph Kaminski  
Joseph Kaminski

TS # [REDACTED]

Loan # [REDACTED]

STATE OF Florida )  
COUNTY OF Duval )SS

On January 20th 2010 before me, the undersigned, a Notary Public in and for said County and State personally appeared Kathy Smith <sup>Joseph Kaminski</sup> ~~And~~ personally known to me to be the Assistant Secretary ~~And~~ Assistant Secretary of the Corporation that executed the within Instrument, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within Instrument, on behalf of

American Home Mortgaging Servicing Inc

the Corporation therein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Brenda L. Frazier  
Notary Public in and for said County and State

NOTARY PUBLIC-STATE OF FLORIDA  
Brenda L. Frazier  
Commission #DD885641  
Expires: APR. 30, 2013  
BONDED THRU ATLANTIC BONDING CO., INC.

Requested and Prepared by: *1st*  
FIRST AMERICAN TITLE/LENDERS ADV

DOC # [REDACTED]  
07/23/2008 08:00A Fee:14.00  
Page 1 of 2  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder

When Recorded Mail To:  
Five Star Service Corporation  
1000 Technology Drive  
MS-314  
O'Fallon, MO 63368-2240



Loan No.: [REDACTED] Investor No. [REDACTED]  
TS No: [REDACTED] APN.: [REDACTED]

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY	
<i>1</i>			<i>2</i>		<i>1</i>					
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**ASSIGNMENT OF DEED OF TRUST**

For Value Received, the undersigned corporation hereby grants, assigns, and transfers to:  
**CitiMortgage, Inc.**

*14*

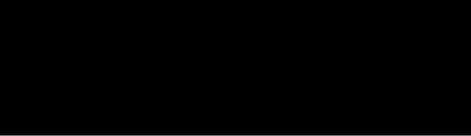


all beneficial interest under that certain Deed of Trust dated: **7/27/2006** executed by  
[REDACTED], **HUSBAND AND WIFE AS  
JOINT TENANTS**, as Trustor(s), to **CHICAGO TITLE COMPANY**, as Trustee, and  
recorded as Instrument No. [REDACTED] on **8/2/2006**, in Book , Page of Official Records,  
in the office of the County Recorder of **Riverside County, California**, describing land therein as:  
More fully described on said Deed of Trust

together with the Promissory Note secured by said Deed of Trust and also all rights accrued or to  
accrue under said Deed of Trust.

Loan No.:

TS No:



Investor No.

APN.:

Date:



**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,  
INC.**

**AARON MENNE, ASSISTANT VICE PRESIDENT**

STATE OF MISSOURI  
COUNTY OF SAINT CHARLES

On 7-22-08 before me, Brandon D. Lewis. Personally appeared, **AARON MENNE, ASSISTANT VICE PRESIDENT** 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 Missouri that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Signature of Officer

BRANDON D. LEWIS  
Notary Public - Notary Seal  
State of Missouri  
Lincoln County  
Commission Expires Oct. 4, 2010

(Seal)



Recording Requested By:  
MANDALAY MORTGAGE, LLC

And After Recording Return To:  
MANDALAY MORTGAGE, LLC  
21600 OXNARD STREET, SUITE 1800  
WOODLAND HILLS, CALIFORNIA 91367  
Loan Number: 1230049475

[Space Above This Line For Recording Data]

## DEED OF TRUST

MIN: 100415812300494759

### 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 SEPTEMBER 6, 2006, together with all Riders to this document.

(B) "Borrower" is  
AS JOINT TENANT

Borrower is the trustor under this Security Instrument.

(C) "Lender" is MANDALAY MORTGAGE, LLC

Lender is a LIMITED LIABILITY COMPANY organized  
and existing under the laws of DELAWARE  
Lender's address is 21600 OXNARD STREET, SUITE 1800, WOODLAND HILLS,  
CALIFORNIA 91367

(D) "Trustee" is ITC  
101 E. GLENOAKS BLVD., GLENDALE, CALIFORNIA 91207

(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 SEPTEMBER 6, 2006.  
The Note states that Borrower owes Lender FIVE HUNDRED TWELVE THOUSAND AND  
00/100 Dollars (U.S. \$ 512,000.00) plus interest.

Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than OCTOBER 1, 2036

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

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

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

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

ADJUSTABLE RATE BALLOON RIDER,  
PREPAYMENT RIDER, OCCUPANCY 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 (24 C.F.R. Part 3500), 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) "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 LOS ANGELES ;  
 [Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".  
 A.P.N.: 2666-017-011

which currently has the address of



[Street]

LOS ANGELES, California 91344 ("Property Address");  
 [City] [Zip Code]

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

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

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

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not

# **Complete Public Records Search List**

**Deed of Trust**

**Note**

**Assignment of Deed of Trust**

**Substitution of Trustee**

**Notice of Default**

**Power of Attorney**

**PSA**

**Mortgage Loan Purchase and Sale Agreement**

**Underwriting Agreement**

**8K SEC Filing**

**10K SEC Filing**

**424B5**

**FWP Loan Schedule**

# Important Links

## **SEC Filings Location**

<http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001385133&owner=exclude&count=40>

## **PSA**

<http://www.sec.gov/Archives/edgar/data/1385133/000095012307001561/x29058kexv4w1.txt>

## **Mortgage Loan Purchase and Sale Agreement**

<http://www.sec.gov/Archives/edgar/data/1385133/000095012307001561/x29058kexv99w1.txt>

## **10K SEC Filing**

<http://www.sec.gov/Archives/edgar/data/1385133/000101996508000123/0001019965-08-000123-index.htm>

## **424B5**

<http://www.sec.gov/Archives/edgar/data/1385133/000095012307000708/0000950123-07-000708-index.htm>

## **FWP Loan Schedule**

<http://www.sec.gov/Archives/edgar/data/1385133/000112528207000222/0001125282-07-000222-index.htm>