

CONSTRUCTIVE NOTICE OF CONDITIONAL ACCEPTANCE

John Henry Doe
c/o Sally Smith, Notary Public
123 Main Street
Fountain Valley, California 92708

Certified Mail # 7000 2222 1000 0000 0002

June 3, 2009

ABC Corporation
Attn: Joe Brown
555 East Oak Street
El Cajon, CA 92020

Subject: Your Letter dated April 29, 2009, with copy of Notice of Default and Election to Sell, Trustee Sale No. 1234567-01, sent via USPS Certified Mail and received on May 4, 2009.

Joe Brown:

I am in receipt of your Letter dated April 29, 2009, with copy of Notice of Default and Election to Sell under Deed of Trust, Trustee Sale No. 1234567-01, a copy of which is enclosed. I am conditionally accepting your contract in that letter upon proof of claim that:

- (1) there are no RESPA violations contained within the loan documents of and relating to the Deed of Trust, Instrument No. 06-1111122, recorded on or about March 31, 2005 in the official records in the office of County Recorder of LOS ANGELES County, California (hereinafter DEED OF TRUST), AND
- (2) there are no TILA violations contained within the loan documents of and relating to the DEED OF TRUST, AND
- (3) the original Trustor, JOHN H. DOE, on the DEED OF TRUST, was not the source of the funds used to purchase the property secured by the DEED OF TRUST, AND
- (4) the original Lender, XYZ BANK, FSB, or it's successor, AURORA LOAN SERVICES INC, loaned the original Trustor funds from their deposits to purchase the property secured by the DEED OF TRUST, AND
- (5) the original Lender did not commit fraud by alleging to be the source of funding for the purchase of the property secured by the DEED OF TRUST, and thereby the terms of said Deed of Trust, including but not limited to, the power of sale contained therein are null and void.

Ms. Mottola, you have thirty (30) days from receipt of this Conditional Acceptance to respond on a point-by-point basis, via sworn affidavit, under your full commercial liability, signing under penalty of perjury that the facts contained therein are true, correct, complete and not misleading. Mere declarations are an insufficient response. If an extension of time is needed to properly answer, please request it in writing. Failure to respond will be deemed agreement with the facts stated in the attached Affidavit and an inability to prove your claim, thereby indicating that the original Lender, successor Lender(s), original Beneficiary, original Trustee, and successor Trustee(s) have no security interest in, or rights to possession of or sale of the property secured by the DEED OF TRUST.

This letter constitutes constructive notice to the recipient.

Sincerely,

John Henry Doe

Please direct responses to third party public witness:

Sally Smith, Notary Public
123 Main Street
Fountain Valley, California 92708

Enclosure(s):

- (1) Commercial Affidavit dated June 3, 2009
- (2) Letter from ABC Corp. dated April 29, 2009
- (3) Notice of Default and Election to Sell under Deed of Trust dated April 2, 2009
- (4) Notary's Certificate of Service dated June 3, 2009

COMMERCIAL AFFIDAVIT

The undersigned Affiant, John Henry Doe, hereinafter "Affiant", does solemnly swear, declare and state as follows:

- 1. Affiant is competent to state the matters set forth herein.
- 2. Affiant has knowledge of the facts stated herein.
- 3. All the facts herein are true, correct and complete, admissible as evidence and if called upon as a witness, Affiant will testify to their veracity.

Plain Statement of Facts

- 4. There is no evidence that there are not RESPA violations contained within the loan documents of and relating to the Deed of Trust, Instrument No. 06-1111122, recorded on or about March 31, 2005 in the official records in the office of County Recorder of LOS ANGELES County, California, hereinafter "DEED OF TRUST", and Affiant believes that no such evidence exists.
- 5. There is no evidence that there are not TILA violations contained within the loan documents of and relating to the DEED OF TRUST and Affiant believes that no such evidence exists.
- 6. There is no evidence that the original Trustor, JOHN H. DOE, on the DEED OF TRUST, was not the source of the funds used to purchase the property secured by the DEED OF TRUST and Affiant believes that no such evidence exists.
- 7. There is no evidence that the original Lender, XYZ BANK, FSB, or it's successor, AURORA LOAN SERVICES INC, loaned the original Trustor funds from their deposits to purchase the property secured by the DEED OF TRUST and Affiant believes that no such evidence exists.
- 8. There is no evidence that the original Lender did not commit fraud by alleging to be the source of funding for the purchase of the property secured by the DEED OF TRUST, and thereby the terms of said Deed of Trust, including but not limited to, the power of sale contained therein are null and void and Affiant believes that no such evidence exists.

IN WITNESS WHEREOF I hereunto set my hand and seal on this 17th day of September, 2008 and hereby certify all the statements made above are true, correct and complete.

Date: _____

Signed: _____
John Henry Doe

JURAT

State of California)
) ss:
County of Orange)

Subscribed and sworn to (or affirmed) before me on this 3rd day of June , 2009 , by John Henry Doe , proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(seal)

Signature

NOTARY'S CERTIFICATE OF SERVICE

It is hereby certified, that on the date noted below, the undersigned Notary Public mailed to:

ABC Corporation
Attn: Joe Brown
555 East Oak Street
El Cajon, CA 92020

hereinafter, "Recipient," the documents and sundry papers pertaining to a certain Trustee's Sale No. 1234567-01 regarding JOHN H. DOE as follows:

1. **CONSTRUCTIVE NOTICE OF CONDITIONAL ACCEPTANCE**, issued by John Henry Doe and dated June 3, 2009; and
2. **COMMERCIAL AFFIDAVIT**, issued by John Henry Doe and dated June 3, 2009; and
3. **Letter from Joe Brown of ABC CORP**, dated on or about April 29, 2009; and
4. **NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST**, dated on or about April 2, 2009; and
5. reference copy of this **Notary's Certificate of Service** (signed original on file)

by Certified Mail No. 7000 2222 1000 0000 0002 Return Receipt attached by placing same in a postpaid envelope properly addressed to Recipient at the said address and depositing same at an official depository under the exclusive face and custody of the U.S. Postal Service within the State of California.

	June 3, 2009	
NOTARY PUBLIC	DATE	(Seal)

My commission expires: September 30, 2010 (Stamp)

Sally Smith, Notary Public
123 Main Street
Fountain Valley, California 92708