

ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

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By: Xian-xii Bowie,
Deputy Clerk

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9 Attorneys for Plaintiff Renee Shizue Ramos, aka Renee Shizue Yamagishi

10 **SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA**

11 **RENE C. DAVIDSON COURTHOUSE**

12 RENE SHIZUE RAMOS, AKA RENEE
13 SHIZUE YAMAGISHI,

14 Plaintiff,

15 v.

16 WILMINGTON TRUST NATIONAL
17 ASSOCIATION, SUCCESSOR TRUSTEE
18 TO CITIBANK, N.A., AS TRUSTEE FOR
19 MERRILL LYNCH MORTGAGE
20 INVESTORS TRUST, MORTGAGE LOAN
21 ASSET-BACKED CERTIFICATES, AND
22 SERIES 2006-HE5, a business entity form
23 unknown; NATIONSTAR MORTGAGE
24 LLC, dba MR. COOPER, a Texas Limited
25 Liability Corporation; AZTEC
26 FORECLOSURE COMPANY, INC., a
27 California Corporation; BRECKENRIDGE
PROPERTY FUND 2016, LLC, a Delaware
Limited Liability Company; CHAMPERY
REAL ESTATE 2015, LLC, a California
Limited Liability Company; ALL PERSONS
OR ENTITIES UNKNOWN CLAIMING (A)
ANY LEGAL OR EQUITABLE RIGHT,
TITLE, ESTATE, LIEN, OR INTEREST IN
PLAINTIFF'S REAL PROPERTY

Case No.: **23CV029813**

**VERIFIED COMPLAINT FOR
WRONGFUL FORECLOSURE, QUIET
TITLE, CANCELLATION OF
INSTRUMENTS, AND UNFAIR
BUSINESS PRACTICES**

DEMAND FOR JURY TRIAL

1 DESCRIBED IN THIS VERIFIED)
2 COMPLAINT ADVERSE TO PLAINTIFF'S)
3 TITLE, OR (B) ANY CLOUD ON)
4 PLAINTIFF'S TITLE TO THE REAL)
5 PROPERTY. THE CLAIMS OF EACH)
6 UNKNOWN DEFENDANT ARE WITHOUT)
7 ANY RIGHT, AND THESE DEFENDANTS)
8 HAVE NO RIGHT, TITLE, ESTATE, LIEN,)
9 OR INTEREST IN THE PROPERTY and)
10 DOES 1 through 25, inclusive,)
11 Defendants.)

12
13 Renee Shizue Ramos, aka Renee Shizue Yamagishi, ("Plaintiff"), alleges and complains
14 as follows:

15
16 **GENERAL ALLEGATIONS**

17 1. This is an action arising from the wrongful foreclosure against the real property
18 commonly known as 2703 Mathews Street, City of Berkeley, County of Alameda, CA 94702.
19 (The "Property"). The Property is more particularly described as:

20 Beginning at a point on the Easterly line of Mathews Street, distant thereon Southerly 33
21 feet, 9 inches from the intersection thereof with the Southerly line of Derby Street,
22 formerly Felton Street, as said streets are shown on the map herein referred to; running
23 thence Southerly along said line of Mathews Street, 33 feet, 9 inches; thence Easterly
24 parallel with said line of Derby Street 80 feet; thence Northerly parallel with said line of
25 Mathews Street, 33 feet, 9 inches; thence Westerly parallel with said line of Derby Street
26 80 feet to the point of beginning.

27 Being a portion of Lots 1 and 2, Block 11, as said lots and block on the "Map of the
28 Mathews Tract, Berkeley Oakland Township, subdivided 1888", filed August 7, 1888,
Map Book 10, Page 29, Alameda County Records.

APN: 054-1740-029

The Property consists of 1 to 4 residential units.

1 6. Plaintiff is informed and believes and thereon alleges that Defendant Breckenridge
2 Property Fund 2016, LLC (“Breckenridge”) is a Delaware Limited Liability Company doing
3 business in the County of Alameda California and claims to be the purchaser of the Property at
4 the foreclosure sale alleged herein.

5 7. Plaintiff is informed and believes and thereon allege that Defendant Champery Real
6 Estate 2015, LLC (“Champery”) is a California Limited Liability Company doing business in the
7 County of Alameda, California, and claims to be the current owner of the Property.
8

9 8. The real property that is the subject of this action is located in the City of Berkley,
10 County of Alameda, State of California, which property is unique.

11 9. The true names and capacities, whether individual, corporate, associate, or
12 otherwise, of Defendants, DOES 1 through 25, inclusive, are unknown to Plaintiff, and therefore
13 Plaintiff sues said Defendants by such fictitious names. Plaintiff will seek leave of court to
14 amend this complaint to show their true names and/or capacities when the same have been
15 ascertained. Plaintiff is informed, believes, and thereupon alleges that each of the Doe
16 Defendants is, in some manner, legally responsible for the events and happenings herein set forth
17 and which proximately caused the injury and damages to Plaintiff as herein alleged. DOES 1 to
18 25 include all persons or entities unknown claiming (a) any legal or equitable right, title, estate,
19 lien, or interest in Plaintiff’s real property described in this Verified Complaint adverse to
20 Plaintiff’s title and rights, or (b) any cloud on Plaintiff’s title to the real property. The claims of
21 each unknown Defendant are without any right, and these Defendants have no right, title, estate,
22 lien, or interest in the Property.
23
24

25
26 ///

27 ///

1 10. Plaintiff is informed and believes and thereon alleges that at all times mentioned
2 herein, Defendants, and each of them, were employees, agents, and/or servants of the other
3 Defendants, and in doing the acts alleged herein, were acting with the course and scope of such
4 agency, employment, and/or service.

5 11. On or about June 26, 2006, Plaintiff and Avelino Ramos entered into a residential
6 mortgage loan transaction, a refinance of owner-occupied dwelling, with Aegis Lending
7 Corporation, consisting of a promissory note obliging Plaintiff in the sum of \$392,700.00. That
8 promissory note was signed solely by Plaintiff and was secured by a deed of trust against the
9 Property signed by both Plaintiff and her father Avelino Ramos, which was recorded as
10 instrument number 2006253815 in the Alameda County Recorder's Office. (Together the
11 "Subject Loan")
12

13
14 12. On or about February 13, 2018 Defendants Wilmington, Nationstar, Aztec and
15 Does 1 to 25, and each of them, caused a notice of default on the Subject Loan to be recorded in
16 the Alameda County Recorder's office as instrument number 2018031835 in the sum of
17 \$315,431.61. A true and correct copy of that notice of default is attached hereto as Exhibit "A"
18 and incorporates herein by this reference.
19

20 13. On or about June 24, 2019, Defendants Wilmington, Nationstar, Aztec and
21 Does 1 to 25, and each of them, caused to be recorded in the Alameda County Recorder's Office
22 as instrument number 2019119331 a Notice of Trustee's Sale. Pursuant to that notice the sale
23 was set for July 17, 2019, at 12:30 p.m. A true and correct copy of that notice of sale is attached
24 hereto as Exhibit "B" and incorporated herein by this reference. Thereafter, the Trustee's Sale
25 was continued by said Defendants to September 25, 2019. Further, Plaintiff had the right to
26
27

1 redeem the Subject Loan up to the commencement of foreclosure sale by tendering the full
2 amount due on the Subject Loan.

3 14. Following the recording of the notice of default and more than five days before the
4 date of a noticed Trustee's Sale, pursuant to *Civil Code* section 2943, Plaintiff on numerous
5 occasions requested that Defendants Wilmington, Nationstar, and Does 1 to 25, and each of
6 them, provide a full payoff statement for the Subject Loan. *Civil Code* section 2943 required that
7 said Defendants provide a payoff or reinstatement statement within 21 days of a request together
8 with a true, correct, and complete copy of the note or other evidence of indebtedness with any
9 modification thereto, and a beneficiary statement.

10
11 15. In violation of *Civil Code* section 2943 and the right to redeem her property,
12 Defendants Wilmington, Nationstar, and Does 1 to 25, and each of them, failed to respond to
13 requests to provide Plaintiff with the full payoff amount. Each of these acts by Defendants
14 actually obstructed and prevented Plaintiff from exercising her right to redeem her property from
15 the Subject Loan in violation of Plaintiff's right of equitable redemption and *Civil Code* section
16 2943.
17

18
19 16. On or about September 12, 2019, Plaintiff tendered to Defendants Wilmington,
20 Nationstar, Aztec, and Does 1 to 25, and each of them the amounts due on the Subject Loan to
21 redeem her property. On September 12, 2019, Defendants Wilmington, Nationstar, and Does 1 to
22 25, and each of them, through their attorney, Amanda Hamilton, notified Plaintiff by email that
23 her tender of full payoff was accepted by her clients, but an exact payoff amount was not
24 provided. The email accepted Plaintiff's offer of payment in full with a \$5,000 discount but
25 provided no amount for the actual redemption.
26
27

1 17. Thereafter, Defendants Wilmington, Nationstar, Aztec, and Does 1 to 25, and each of
2 them, failed to respond further to Plaintiff's request for arranging the payoff of the Subject Loan.

3 18. Plaintiff's redemption was frustrated by Defendants' Wilmington, Nationstar, and
4 Does 1 to 25, and each of them, failure to provide an exact redemption or reinstatement amount
5 and said Defendants lack of any communication after the September 12, 2019 email accepting
6 her offer.

7
8 19. On September 25, 2019, at approximately 7:46 am, Plaintiff, through her loan
9 agent, tendered to Defendants and each of them, and delivered proof of funds in writing in the
10 amount of \$850,000, as unconditional tender of full payoff to redeem her property and extinguish
11 the lien. On September 25, 2019, Defendants through their counsel, Amanda Hamilton, at
12 approximately 9:20 am responded to Plaintiff's tender via email and informed Plaintiff that
13 Defendants intended to proceed to conduct the sale scheduled for 12:30 pm later the same day,
14 despite the tender, stating that "Ms. Yamagishi has had ample time to try and settle." Defendants
15 Wilmington, Nationstar, Aztec, and Does 1 to 25, and each of them, wrongful rejection of the
16 tender violated with *California Civil Code* sections 2903 and 2905 and right of equitable
17 redemption.
18

19
20 20. Plaintiff attended the foreclosure sale on September 25, 2019, at 12:30 pm, and gave
21 verbal notice to the auctioneer and all in attendance at the sale, that the Defendants Wilmington,
22 Nationstar, and Does 1 to 25, and each of them, had wrongly rejected her tender. Defendant
23 Breckenridge's agent was present when this notice given by Plaintiff, but bid on the property and
24 won the bid for \$740,000 when the auctioneer called Plaintiff's property at approximately 1:15
25 pm.
26
27

1 21. On October 3, 2019, Defendants Wilmington, Nationstar, Aztec, and Does 1 to 25, and
2 each of them, caused to be recorded as instrument number 2019200086 in the Alameda County
3 Recorder's Office a Trustee's Deed granting title by trustee's deed upon sale to the Property to
4 Breckenridge Property Fund 2016, LLC. A true and correct copy of that Trustee's Deed is
5 attached hereto as Exhibit "C" and incorporated herein by this reference. On August 17, 2021,
6 Breckenridge Property Fund LLC quitclaimed its interest in the Property to Champery Real
7 Estate 2015, LLC. A quitclaim deed was recorded in the Alameda County Recorder's Office on
8 August 30, 2021, as instrument number 2021293198. A true and correct copy of that quitclaim
9 deed is attached hereto as Exhibit "D" and incorporated herein by this reference.
10

11
12 **I.**
13 **FIRST CAUSE OF ACTION**
14 **WRONGFUL FORECLOSURE**
15 **(Against Defendants Wilmington; Nationstar; Aztec; and Does 1 to 25)**

16 22. Plaintiff refers to the allegations in paragraphs 1 to 21 of her complaint and
17 incorporates those allegations herein as if set forth in full.

18 23. As set forth herein, the Property has been wrongfully foreclosed upon. The
19 foreclosure sale was wrongful and void as a matter of law, in that Defendants Wilmington,
20 Nationstar, and Aztec, and Does 1 to 25, and each of them, held the sale despite Plaintiff's
21 redemption well before the foreclosure sale commenced.

22 24. The sale was void and wrongful in that before the sale Plaintiff timely tendered her
23 redemption of the Subject Loan pursuant to *California Civil Code* sections 2903 and 2905 and
24 despite that redemption held the sale in violation of *California Civil Code* sections 2903 and
25 2905 and *California Civil Code* section 2924 et seq.
26
27

1 25. Plaintiff has no obligation to tender the entire amounts claimed due on the Subject
2 Loan at this time, in that to require her to do so would be inequitable because the foreclosure sale
3 by Defendants and each of them is void as a matter of law as alleged herein. Further, equity
4 justifies that Plaintiff should not be required to tender under the facts in this case. Further,
5 because Plaintiff's wrongful foreclosure cause of action does not arise from the right to redeem
6 the property based on an irregularity in the notice or procedure of the sale there is no duty to
7 tender. *Turner v. Seterus, Inc.*, (2018) 27 Cal.App.5th 516, 528.
8

9 26. As a direct and proximate result of the wrongful foreclosure Plaintiff has been
10 damaged in a sum in excess of \$25,000.00, subject to proof at trial.
11

12 27. As a further and direct result of the acts of Defendants, the foreclosure sale of the
13 Property held by Defendants is void and of no effect and should be declared void.

14 **II.**
15 **SECOND CAUSE OF ACTION**
16 **QUIET TITLE**
17 **(Against Defendants Breckenridge Property Fund 2016, LLC; Champery**
18 **Real Estate 2015, LLC; and Does 1 to 25)**

19 28. Plaintiff refers to the allegations in paragraphs 1 to 27 of her complaint and
20 incorporates those allegations herein as if set forth in full.

21 29. Plaintiff is now and at all times relevant to this Verified Complaint the owner of
22 the Property. The legal description of the Property is:

23 Beginning at a point on the Easterly line of Mathews Street, distant thereon Southerly 33
24 feet, 9 inches from the intersection thereof with the Southerly line of Derby Street,
25 formerly Felton Street, as said streets are shown on the map herein referred to; running
26 thence Southerly along said line of Mathews Street, 33 feet, 9 Inches; thence Easterly
27 parallel with said line of Derby Street 80 feet; thence Northerly parallel with said line of
28 Mathews Street, 33 feet, 9 inches; thence Westerly parallel with said line of Derby Street
80 feet to the point of beginning.

1 Being a portion of Lots 1 and 2, Block 11, as said lots and block on the "Map of the
2 Mathews Tract, Berkeley Oakland Township, subdivided 1888", - filed August 7, 1888,
3 Map Book 10, Page 29, Alameda County Records.

4 APN: 054-1740-029

5 30. Plaintiff seeks to quiet title against the following claims of Defendants, recorded as
6 claims or right of claim against the Property as of the date of this complaint:

- 7 a) The Trustee's Deed recorded in the records of the Alameda County Recorder's
8 office on October 3, 2019, as instrument number 2019200085 and all interests
9 and claims to the property arising therefrom.
10
11 b) The Quitclaim Deed recorded in the Alameda County Recorder's Office on
12 August 30, 2021, as instrument number 2021293198.

13 31. Defendants Breckenridge, Champery, and Does 1-25 do not presently have nor have
14 said Defendants ever had any beneficial interest in fact in the Property, legal or equitable, in that
15 the sale that resulted in their alleged title was void as alleged herein. Plaintiff names as
16 Defendants in this action all persons or entities unknown claiming:

- 17
18 a) any legal or equitable right, title, estate, lien, or interest in Plaintiff's real property
19 described in this Verified Complaint adverse to Plaintiff's title, or
20
21 b) any cloud on Plaintiff's title to the real property. The claims of each unknown
22 Defendant are without any right, and these Defendants have no right, title, estate,
23 lien, or interest in Plaintiff's Property.

24 32. Plaintiff prays for and is entitled to a judicial declaration quieting title in Property as
25 against the claims of Defendants as of the date of this complaint.
26
27

1 33. Plaintiff has no obligation to tender the entire amounts claimed due on the Subject
2 Loan at this time in that to require her to do so would be inequitable because the foreclosure sale
3 by Defendants and each of them is void as a matter of law as alleged herein. Equity justifies that
4 Plaintiff should not be required to tender under the facts in this case. Further, because Plaintiff's
5 wrongful foreclosure cause of action does not arise from the right to redeem the property based
6 on an irregularity in the notice or procedure of the sale, and there is no duty to tender. *Turner v.*
7 *Seterus, Inc.*, (2018) 27 Cal.App.5th 516, 528.
8

9
10 **III.**
11 **THIRD CAUSE OF ACTION**
12 **CANCELLATION OF INSTRUMENTS**
13 **(Against Defendants Breckenridge Property Fund 2016, LLC; Champery**
14 **Real Estate 2015, LLC; and Does 1 to 25)**

15 34. Plaintiff refers to the allegations in paragraphs 1 to 33 of her complaint and
16 incorporates those allegations herein as if set forth in full.

17 35. Plaintiff is now and at all times relevant to this Verified Complaint the owner of
18 the Property.

19 36. Plaintiff seeks to cancel the following claims of Defendants claimed and/or
20 recorded as claims or right of claim against the Property as of the date of this complaint by way
21 of cancellation of the following instruments:

22 a) The Trustee's Deed recorded in the records of the Alameda County Recorder's
23 office on October 3, 2019, as instrument number 2019200085 and all interests and
24 claims to the property arising therefrom.

25 b) The Quitclaim Deed recorded in the Alameda County Recorder's Office on
26 August 30, 2021, as instrument number 2021293198.
27

1 37. The Trustee's Deed and the Quitclaim Deed are false and fraudulent as alleged
2 herein: These instruments are detrimental and adverse to Plaintiff's interest in the Property and
3 constitute a false adverse interest therein.

4 38. Plaintiff has no obligation to tender the entire amounts claimed due on the Subject
5 Loan at this time in that to require her to do so would be inequitable, because she delivered proof
6 of funds in writing and redeemed her property, as the parties previously contracted in writing to
7 perform, but was obstructed from tendering by the deliberate acts of the Defendants.
8 Furthermore, the foreclosure sale by Defendants and each of them is void as a matter of law as
9 alleged herein. Equity justifies that Plaintiff should not be required to tender under the facts in
10 this case. Further, because Plaintiff's wrongful foreclosure cause of action does not arise from
11 the right to redeem the property based on an irregularity in the notice or procedure of the sale
12 there is no duty to tender. *Turner v. Seterus, Inc.*, (2018) 27 Cal.App.5th 516, 528.
13
14

15 39. Plaintiff prays for and is entitled to a judicial declaration canceling the instruments
16 against the Property as against the claims of Defendants as alleged herein.

17
18 **IV.**
19 **FOURTH CAUSE OF ACTION**
20 **VIOLATIONS OF UNFAIR COMPETITION LAW**
21 **(Against Defendants Wilmington; Nationstar; Aztec; and Does 1 to 25)**

22 40. Plaintiff refers to the allegations in paragraphs 1 to 39 of her complaint and
23 incorporates those allegations herein as if set forth in full.

24 41. Plaintiff has been injured and harmed directly by the acts of Defendants and
25 each of them, committed in violation of California Business & Professions Code section 17200.
26 In particular, Defendants, and each of them, caused Plaintiff actual economic harm and damage
27 as a result of their foreclosure in violation of the provisions of *California Civil Code* section

1 2924, and their violations of *Civil Code* section 2943, *Civil Code* section 2903 and *Civil Code*
2 section 2905, and the right of redemption from the lien, as alleged herein. As a result, Plaintiff
3 has suffered actual harm and damage including being forced to hire attorneys to undo wrongful
4 foreclosure as a result of the violation of law by Defendants and general damages in the form of
5 costs and expenses related to her property title taken out of her name, and other actual injuries
6 from defending in an unlawful detainer action.

7
8 42. The acts, omissions, misrepresentations, practices, and violations of law by
9 Defendants, as alleged herein and above, constituted, and continue to constitute unfair, unlawful,
10 and/or fraudulent business practices within the meaning of Business and Professions Code
11 Sections 17200 et. seq., including, but not limited to the following: The wrongful foreclosure as
12 alleged in this complaint was held in violation of:

- 13
14 a) The violations of provisions in Civil Code section 2924, et seq.
15 b) The violations of Civil Code section 2943.
16 c) The violations of Civil Code sections 2903 and 2905.
17 d) Homeowner's right of equitable redemption before foreclosure sale commences.
18

19 43. Defendants' acts, omissions, misrepresentations, practices, and violations of law as set
20 forth in this Complaint, whether or not in violation of the law as set forth herein , are nonetheless
21 unjust, unconscionable, unlawful, unfair and fraudulent. Equity should not suffer these wrongs
22 without a remedy; and

23
24 44. Defendants' acts, omissions, misrepresentations, practices, and violations of law are
25 unfair to consumers in the State of California within the meaning of Business and Professions
26 Code Section 17200 et. seq.

1 45. Defendants' acts, customs, and practices are fraudulent within the meaning of
2 Business and Professions Code Section 17200, et seq.

3 46. Pursuant to Section 17203 of the *California Business & Professions Code*,
4 Plaintiff seeks an order of this Court requiring Defendants to restitutionally disgorge all ill-gotten
5 gains and awarding Plaintiff full restitution of all monies and things wrongfully acquired by the
6 Defendants by means of the wrongful acts alleged herein, plus interest and attorneys' fees so as
7 to restore any and all monies and property to Plaintiff which were acquired and obtained by
8 means of such wrongful acts, and which ill-gotten gains are still retained by Defendants.
9

10 47. Plaintiff further requests that Defendants and each of them be enjoined from taking
11 further action related to the foreclosure of the Property or the removal of Plaintiff and any
12 occupants of the Property therefrom.
13

14 WHEREFORE, Plaintiff prays for the following relief

15 On the First Cause of Action:

- 16 1. For actual compensatory damages in a sum in excess of \$25,000 subject to proof
17 at trial.
- 18 2. For a declaration that the sale of the Property was a void act of no legal effect.
19

20 On the Second Cause of Action:

- 21 1. For an order and judgment quieting title as to:
22 a. The Trustee's Deed recorded in the records of the Alameda County
23 Recorder's office on October 3, 2019, as instrument number 2019200085
24 and all interests and claims to the property arising therefrom.
25 b. The Quitclaim Deed recorded in the Alameda County Recorder's Office
26 on August 30, 2021 as instrument number 2021293198.
27

1 On the Third Cause of Action:

2 1. For an order canceling the following recorded documents:

3 a. The Trustee's Deed recorded in the records of the Alameda County
4 Recorder's office on October 3, 2019, as instrument number 2019200085
5 and all interests and claims to the property arising therefrom.

6 b. The Quitclaim Deed recorded in the Alameda County Recorder's Office
7 on August 30, 2021 as instrument number 2021293198.
8

9 On the Fourth Cause of Action:

10 1. For an order of this Court requiring Defendants to restitutionally disgorge all ill-gotten
11 gains and awarding Plaintiff full restitution of all monies wrongfully acquired by the
12 Defendants by means of the wrongful acts alleged herein, plus interest and attorneys'
13 fees so as to restore any and all monies and property to Plaintiff which were acquired
14 and obtained by means of such wrongful acts, and which ill-gotten gains are still
15 retained by Defendants.
16

17 2. That this Court issue a Temporary Restraining Order and Preliminary Injunction
18 enjoining the eviction of Plaintiff and any other occupants residing at the subject
19 property pending full disposition of this action on the merits, and for permanent
20 injunctive relief, should Plaintiff prevail on the merits, and such further relief which is
21 just and proper.
22

23 3. For reasonable attorney fees.
24

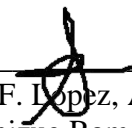
25 On all causes of action:

26 1. For costs of suit herein.

27 2. For such other and further relief as the court deems just and proper.
28

1 Dated: March 22, 2023

STEPHEN F. LOPEZ ESQ., APC

2
3
4 By:  _____
5 Stephen F. Lopez, Attorneys for Plaintiff
6 Renee Shizue Ramos, aka Yamagishi

7 **DEMAND FOR JURY TRIAL**

8 Plaintiff demands trial by jury of all claims so triable as a matter of right including all
9 claims as to damages.

10 Dated: March 22, 2023

STEPHEN F. LOPEZ ESQ. APC

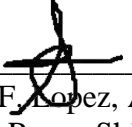
11
12 By:  _____
13 Stephen F. Lopez, Attorneys for
14 Plaintiff, Renee Shizue Ramos,
15 aka Renee Shizue Yamagishi
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EXHIBIT "A"

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO
Title365

AZTEC FORECLOSURE CORPORATION
3636 N. Central Ave., Suite #400
Phoenix, AZ 85012



2018031835

02/13/2018 09:58 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
STEVE MANNING
RECORDING FEE: 108.00



4 PGS

All
4

Space above this line for recorder's use only

APN # 054 -1740-029

Property Address: 2703 Mathews Street, Berkeley, CA 94702

Trustee Sale No. 14-001158CXE Title Order No. 730-1710790-70

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO

TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP

LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU
NÀY

PURSUANT TO CIVIL CODE § 2923.3(a), THE SUMMARY OF INFORMATION REFERRED TO ABOVE
IS NOT ATTACHED TO THE RECORDED COPY OF THIS DOCUMENT BUT ONLY TO THE COPIES
PROVIDED TO THE TRUSTOR

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 approximately 90 days from the date this notice of default may be recorded (which date of recordation appears on this notice).

The amount is \$315,431.61 as of 02/01/18 and will increase until your account becomes current.

T.S. #: 14-001158CXE
ORDER #: 730-1710790-70
Notice of Default - Aztec

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 three months after this notice of default is recorded) 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 the property by paying the entire amount demanded by your creditor.

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:

Wilmington Trust National Association,
Successor Trustee to Citibank, N.A., as Trustee
for Merrill Lynch Mortgage Investors Trust,
Mortgage Loan Asset-Backed Certificates, and
Series 2006-HE5 c/o Nationstar Mortgage LLC
d/b/a Mr. Cooper
C/O Aztec Foreclosure Corporation, 3636 N.
Central Ave., Suite #400, Phoenix, AZ 85012,
(602) 638-5700 or (877) 257-0717.

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 HEREBY GIVEN THAT: Aztec Foreclosure Corporation is the duly appointed Substituted Trustee, or acting as agent for the beneficiary or trustee under a Deed of Trust dated 06/26/06, executed by Renee Shizue Ramos, a single woman as to an

T.S. #: 14-001158CXE
ORDER #: 730-1710790-70
Notice of Default - Aztec

undivided 99% interest, and Avelino Ramos, an unmarried man who acquired title as surviving joint tenant as to an undivided 1% interest as tenants in common, as trustor(s), to secure obligations in favor of Mortgage Electronic Registration Systems, Inc., solely as Nominee for Aegis Lending Corporation, a Delaware Corporation, as Beneficiary recorded on July 3, 2006 in Instrument No. 2006253815 of official records in the Office of the Recorder of ALAMEDA County, California, as more fully described on said Deed of Trust.

Including the Note(s) for the sum of \$392,700.00 that the beneficial interest under said Deed of Trust and the obligations secured thereby are presently held by the beneficiary; that a breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the payment has not been made of:

THE INSTALLMENT OF PRINCIPAL AND/OR INTEREST WHICH BECAME DUE 12/01/08 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND/OR INTEREST, TOGETHER WITH LATE CHARGES, IMPOUNDS, INSURANCE PREMIUMS AND/OR OTHER ADVANCES, TAXES, DELINQUENT PAYMENTS ON SENIOR LIENS, ASSESSMENTS, ATTORNEY'S FEES AND/OR TRUSTEE'S FEES, IF ANY, AND COURT RELATED COSTS ARISING FROM THE BENEFICIARY'S PROTECTION OF ITS SECURITY, AND ANY OTHER FEES AND COSTS PERMITTED UNDER THE DEED OF TRUST, PROMISSORY NOTE, AND RELATED DOCUMENTS AND ALL OF WHICH MUST BE CURED AS A CONDITION OF REINSTATEMENT.

That by reason thereof, the present Beneficiary under such Deed of Trust has deposited with Aztec Foreclosure Corporation, a true and correct copy of such Deed of Trust and all documents evidencing the 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.

Where required by law, a declaration pursuant to California Civil Code Section 2923.5 or 2923.55 is attached to this notice.

DATE: 2/01/10

AZTEC FORECLOSURE CORPORATION
As Trustee or acting as Agent for the beneficiary

Amy Connolly
Amy Connolly
Assistant Secretary / Assistant Vice President

CALIFORNIA DECLARATION OF COMPLIANCE
(CAL. CIV. CODE § 2923.5)

Borrower(s): Renee Shizue Ramos
Property Address: 2703 Mathews St., Berkeley CA 94702
Trustee's Sale No.:

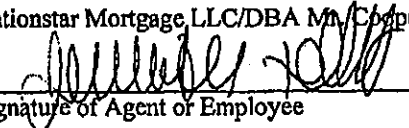
The undersigned, as an authorized agent or employee of the mortgage servicer named below, declares as follows:

1. The mortgage servicer has contacted the borrower to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure as required by California Civil Code § 2923.5(a)(2). Thirty days have passed since the initial contact was made.
2. The mortgage servicer has tried with due diligence to contact the borrower as required by California Civil Code § 2923.5(e) but has not made contact despite such due diligence. Thirty days have passed since these due diligence efforts were satisfied.
3. No contact was required because the individual did not meet the definition of "borrower" under California Civil Code § 2920.5(c).
4. The requirements of California Civil Code § 2923.5 do not apply because the loan is not secured by a first lien mortgage or deed of trust on "owner-occupied" residential real property as defined by California Civil Code § 2924.15.

I certify that this declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and loan information.

Dated: 2/6/2018

Nationstar Mortgage LLC/DBA My Cooper


Signature of Agent or Employee

Jennifer Talbot-Document Execution Associate
Printed Name of Agent or Employee

EXHIBIT "B"

Recording Requested by:
Title365
5000 Birch St., Suite 300
Newport Beach, CA 92660



2019119331

06/24/2019 09:05 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK
RECORDING FEE: 105.00



3 PGS

WHEN RECORDED MAIL TO:

Aztec Foreclosure Corporation
3636 N Central Avenue, Suite 400
Phoenix, AZ 85012

AZSA
3
BWA

NOTICE OF TRUSTEE'S SALE

TITLE OF DOCUMENT

DO NOT REMOVE
THIS IS PART OF THE OFFICIAL DOCUMENT

WHEN RECORDED, MAIL TO:

Aztec Foreclosure Corporation
3636 N. Central Ave., Suite #400
Phoenix, AZ 85012

Space above this line for recorder's use only

Trustee Sale No. 14-001158 CXE
730-1710790-70
APN 054 -1740-029

NOTICE OF TRUSTEE'S SALE

ATTENTION RECORDER: THE FOLLOWING REFERENCE TO AN ATTACHED SUMMARY IS APPLICABLE TO THE NOTICE PROVIDED TO THE TRUSTOR ONLY – PURSUANT TO CIVIL CODE SECTION 2923.3(a)

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO
TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP
LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 06/26/06. 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 PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On **07/17/19** at **12:30 pm**, Aztec Foreclosure Corporation as the duly appointed Trustee under and pursuant to the power of sale contained in that certain Deed of Trust executed by **Renee Shizue Ramos, a single woman as to an undivided 99% interest, and Avelino Ramos, an unmarried man who acquired title as surviving joint tenant as to an undivided 1% interest as tenants in common**, as Trustor(s), in favor of Mortgage Electronic Registration Systems, Inc., solely as Nominee for Aegis Lending Corporation, a Delaware Corporation, as Beneficiary, **Recorded on 07/03/06** in Instrument No. **2006253815** of official records in the Office of the county recorder of **ALAMEDA** County, California; **WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH** (payable at time of sale in lawful money of the United States, by cash, a cashier's check drawn by 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), **At the Fallon Street entrance to the County Courthouse, 1225 Fallon Street, Oakland, CA 94612**, all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County, California described as:
2703 MATHEWS STREET, BERKELEY, CA 94702

The property heretofore described is being sold "as is".

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to-wit: **\$689,554.79** (Estimated)

Notice of Trustee's Sale
T.S. #: 14-001158 CXE
ORDER #: 730-1710790-70

Accrued interest and additional advances, if any, will increase this figure prior to sale.

The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located and more than three months have elapsed since such recordation.

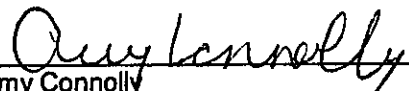
NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property.

NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call or visit the Internet Web site, using the file number assigned to this case 14-001158. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale.

www.homesearch.com 800-758-8052	Or	Aztec Foreclosure Corporation (877) 257-0717 www.aztetrustee.com
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DATE: 6/20/19

AZTEC FORECLOSURE CORPORATION



Amy Connolly
Assistant Secretary / Assistant Vice President
Aztec Foreclosure Corporation
3636 N. Central Ave., Suite #400
Phoenix, AZ 85012
Phone: (877) 257-0717 or (877) 257-0717
Fax: (602) 638-5748
www.aztetrustee.com

This is to certify that
this is a true copy of
the document on file
in this office.

ATTEST: SEP 11 2019

Melissa Wilk
COUNTY CLERK-RECORDER
ALAMEDA COUNTY, CALIF.

EXHIBIT "C"

WHEN RECORDED MAIL TO:

BRECKENRIDGE PROPERTY FUND 2016, LLC
2015 MANHATTAN BEACH BLVD. # 100
REDONDO BEACH, CA 90278



2019200086

10/03/2019 11:45 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY

MELISSA WILK
RECORDING FEE: 17.00
COUNTY TAX: 814.00
CITY TAX: 11100.00

MAIL TAX STATEMENTS TO:

BRECKENRIDGE PROPERTY FUND 2016, LLC
2015 MANHATTAN BEACH BLVD. # 100
REDONDO BEACH, CA 90278

Recording Requested By: Syngro, Inc.

APN # 054 -1740-029



2 PGS

4X
Cox
A12-DTT
2
FB
20

Space above this line for recorder's use

Trustee Sale No. 14-001158 CXE Title Order No. 730-1710790-70

TRUSTEE'S DEED UPON SALE

The undersigned grantor(s) declare(s):

- 1) The grantee herein was not the foreclosing beneficiary.
- 2) The amount of the unpaid debt together with cost was \$698,034.30
- 3) The amount paid by the grantee at the trustee sale was \$740,000.00
- 4) The document transfer tax is \$11,100.00 CITY / \$814.00 COUNTY
- 5) Said property is in the city of Berkeley.

Aztec Foreclosure Corporation (whereas so designated in the Deed of Trust herein under more particularly described or as duly appointed Trustee), does hereby GRANT and CONVEY, but without covenant or warranty, express or implied, to BRECKENRIDGE PROPERTY FUND 2016, LLC, (herein called Grantee), all right, title and interest in and to that certain property situated in the County of Alameda, State of CA, and described as follows:

Beginning at a point on the Easterly line of Mathews Street, distant thereon Southerly 33 feet, 9 inches from the intersection thereof with the Southerly line of Derby Street, formerly Felton Street, as said streets are shown on the Map herein referred to; running thence Southerly along said line of Mathews Street, 33 feet, 9 inches; thence Easterly parallel with said line of Derby Street 80 feet; thence Northerly parallel with said line of Mathews Street, 33 feet, 9 inches; thence Westerly parallel with said line of Derby Street 80 feet to the point of beginning.

Being a portion of Lots 1 and 2, Block 11, as said Lots and Block on the "Map of the Mathews Tract, Berkeley Oakland Township, subdivided 1888", filed August 7, 1888, Map Book 10, Page 29, Alameda County Records.

Which has a Purported Address of: 2703 Mathews Street, Berkeley, CA 94702

RECITALS:

This conveyance is made pursuant to the powers conferred upon Trustee by that certain Deed of Trust dated June 26, 2006 and executed by Renee Shizue Ramos, a single woman as to an undivided 99% interest, and Avelino Ramos, an unmarried man who acquired title as surviving joint tenant as to an undivided 1% interest as tenants in common, as Trustor, and Recorded on July 3, 2006 as Instrument No. 2006253815 of official records of ALAMEDA County, CA, and after fulfillment of the conditions

Trustee's Deed Upon Sale
File No. 14-001158CXE

specified in said Deed of Trust authorizing this conveyance. Trustee having complied with all applicable statutory requirements of the State of CA and performed all duties required by the Deed of Trust.

Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the Office of the Recorder of said County, and such default still existed at the time of sale.

All requirements of law regarding the mailing of copies of notices or the publication of a copy of the Notice of Default or the personal delivery of the copy of the Notice of Default and the posting and publication of copies of the Notice of Sale have been complied with.

Trustee, in compliance with said Notice of Trustee's Sale and in exercise of its powers under said Deed of Trust, sold the herein described property at public auction on **September 25, 2019**. Grantee, being the highest bidder at said sale, became the purchaser of said property for the amount bid being **\$740,000.00** in lawful money of the United States, or by credit bid if the Grantee was the beneficiary of said Deed of Trust at the time of sale Trustee's Sale.

Date: 10-1-19

Aztec Foreclosure Corporation

Elaine Malone
Elaine Malone
Assistant Secretary / Assistant Vice President

STATE OF ARIZONA }
 }ss
COUNTY OF MARICOPA }

On 10/1/19 before me, Amy Connolly, a Notary Public in and for said State, personally appeared Elaine Malone, 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 that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Amy Connolly (Seal)



This is to certify that
this is a true copy of
the document on file
in this office.

ATTEST: OCT 15 2021

Thelma White
COUNTY CLERK-RECORDS
PLACER COUNTY, CALIF.

EXHIBIT "D"

RECORDING REQUESTED BY:
Breckenridge Property Fund 2016, LLC

2021293198 08/30/2021 08:39 AM 2 PGS

AND WHEN RECORDED MAIL TO:
AND MAIL TAX STATEMENT TO:
Champery real Estate 2015, LLC
2015 Manhattan Beach Blvd., Ste 100
Redondo Beach, CA 90278



OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK, CLERK-RECORDER
RECORDING FEES: \$102.00

ELECTRONICALLY RECORDED PCOR \$20.00

Parcel No: 054-1740-029
Property Address:
2703 Mathews Street,
Berkeley, California 94702

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

"The Grantors and Grantees in this conveyance are comprised of the same parties who continue to hold the same proportionate interest in the property. R&T 11925 (d)"

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS COUNTY \$00.00 and CITY \$00.00

xx Computed on the consideration or value of property conveyed; **OR \$10.00 and other good and valuable consideration.**

 Computed on the consideration or value less liens or encumbrances remaining at the time of sale.

 unincorporated area: xx Berkeley and

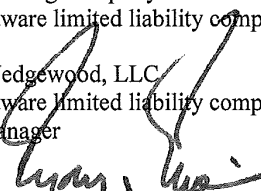
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged **Breckenridge Property Fund 2016, LLC, a Delaware limited liability company** hereby REMISE, RELEASE AND QUITCLAIM to **Champery Real Estate 2015, LLC, a California limited liability company** the real property in the City of Berkeley, County of Alameda, State of California, described as:

Beginning at a point on the Easterly line of Mathews Street, distant thereon Southerly 33 feet, 9 inches from the intersection thereof with the Southerly line of Derby Street, formerly Felton Street, as said streets are shown on the Map herein referred to; running thence Southerly along said line of Mathews Street, 33 feet, 9 inches; thence Easterly parallel with said line of Derby Street 80 feet; thence Northerly parallel with said line of Mathews Street, 33 feet, 9 inches; thence Westerly parallel with said line of Derby Street 80 feet to the point of beginning.

Being a portion of Lots 1 and 2, Block 11, as said Lots and Block on the "Map of the Mathews Tract, Berkeley Oakland Township, subdivided 1888", filed August 7, 1888, Map Book 10, Page 29, Alameda County Records.

Dated 8/17/2021

Breckenridge Property Fund 2016, LLC,
a Delaware limited liability company

By: 
a Delaware limited liability company
Its: Manager

By: Gregory L. Geiser
Gregory L. Geiser, President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

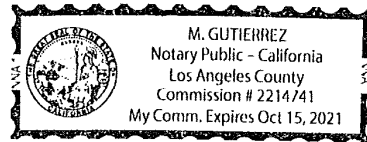
State of California
County of Los Angeles)

On August 23, 2021 before me, M.Gutierrez, a Notary Public
(insert name and title of the officer)

personally appeared Gregory L. Geiser,
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 *M. Gutierrez* (Seal)

VERIFICATION

1 I, Renee Shizue Ramos aka Renee Shizue Yamagishi declare as follows:

2
3 I am the Plaintiff in the above-titled action. I have read the VERIFIED COMPLAINT
4 FOR WRONGFUL FORECLOSURE, QUIET TITLE, CANCELLATION OF INSTRUMENTS,
5 AND UNFAIR BUSINESS PRACTICES and I know its contents. The same is true of my
6 knowledge, except as to those matters that are alleged on information and belief, and as to those
7 matters, I believe them to be true.
8

9 I declare under penalty of perjury under the laws of the State of California that the
10 foregoing is true.

11 Dated this 22nd day of March 2023 at Berkeley, California.

12
13 

14 Renee Shizue Ramos aka
15 Renee Shizue Yamagishi, Declarant