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|-----------------------|----------|-------|----------|
| LOAN #1: MERS ID#: | LOAN #2: | SEQ#: | MARYLAND |
|-----------------------|----------|-------|----------|

ALLONGE

This Allonge is attached to and made a part of that certain Note or Bond, or Lost Note Affidavit in lieu of that certain Note or Bond,

Dated: 10/2/97

Made By: DORIS E. SARUMI, Mortgagors/Trustors

To: SUMMIT MORTGAGE GROUP, INC., Mortgagee/Beneficiary

In the Amount of : \$164,366.00

Property Address : 3924 17TH STREET, CHESAPEAKE, MD 20732

Pay to the order of

without recourse.

WASHINGTON MUTUAL BANK (fka Washington Mutual Bank, FA), successor by merger to Bank United

BY: _____

A handwritten signature in dark ink, appearing to be 'C. Fetner', written over a horizontal line.

C. Fetner

Its: Authorized Representative

The copy of the "lost" note has two endorsements at the foot with plenty of room for more? So, why did they create the Allonge? Second, since the Allonge must be permanently affixed to the Note, how could you lose the note but still have the Allonge? The Affidavit of lost note is defective in my view since it fails to provide a foundation about how the custodian stored documents, systems used, areas searched, systems searched, forms searched, etc., and how they found the Allonge without finding the note. Also, what authority does the affiant have to execute the affidavit on behalf of the custodian? Finally, I have seen a lot of stuff but never a lost original note affidavit with the original Allonge!!

*

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LOAN #1:

LOAN #2:

SEQ#:

MARYLAND

LOST NOTE AFFIDAVIT

I, **E. Peterson** as **Vice President** of **WASHINGTON MUTUAL BANK (fka Washington Mutual Bank, FA)** (the "Custodian"), am authorized to make this Affidavit on behalf of the Custodian. In connection with the administration of the Mortgage Loans held by the Custodian on behalf of **WASHINGTON MUTUAL BANK (fka Washington Mutual Bank, FA)**, being duly sworn, deposes and says that:

Custodian's address is:

WASHINGTON MUTUAL BANK (fka Washington Mutual Bank, FA), a savings association organized under the laws of the United States

75 North Fairway Drive, Mail Stop VHF 3B01, Vernon Hills, IL 60061

- a) Custodian previously delivered to the Owner a Mortgage Loan Schedule and Exception Report with respect to such Mortgage Note which did not indicate such Mortgage Note is missing;
- b) Such Mortgage Note is not outstanding pursuant to a Request for Release of Documents;
- c) Aforesaid Mortgage Note (hereinafter called the "Original") has been lost;
- d) Custodian has made or has caused to be made diligent search for the Original and has been unable to find or recover same;
- e) The Custodian was the Custodian of the Original at the time of loss; and
- f) Custodian agrees that, if said Original should ever come into Custodian's possession, custody or power, Custodian will immediately and without consideration surrender the Original to the Owner or its designee.
- g) Attached hereto is a true and correct copy of (i) the Mortgage Note, endorsed in blank by the appropriate Mortgagee and (ii) the Mortgage which secures the Mortgage Note, which Mortgage is recorded at **Book 00987 in Page 725 as Inst. # on 10/15/97 in the Public Records of CALVERT County, MARYLAND.**
- h) Custodian hereby agrees that it (a) shall indemnify and hold harmless the Owner, its successors, and assigns, against any loss, liability or damage, including reasonable attorney's fees, resulting from the unavailability of any Originals, including but not limited to any loss, liability or damage arising from (i) any false statement contained in this Affidavit, (ii) any claim of any party that it has already purchased a mortgage loan evidenced by the Originals or any interest in such mortgage loan, (iii) any claim of any borrower with respect to the existence of terms of a Mortgage Loan evidenced by the Originals, (iv) the issuance of new instrument in

lieu thereof and (v) any claim whether or not based upon or arising from honoring or refusing to honor the Original when presented by anyone (items (i) through (iv) above are hereinafter referred to as the "Losses") and (b) if required by any rating agency in connection with placing such Originals into a structured and rated transaction, shall obtain a surety bond from an insurer acceptable to the applicable rating agency in an amount acceptable to such rating agency to cover any Losses with respect to such Originals.


- i) This Affidavit is intended to be relied on by the Owner, its successors, and assigns and **WASHINGTON MUTUAL BANK (fka Washington Mutual Bank, FA)** represents and warrants that it has the authority to perform its obligations under this Affidavit.

EXECUTED this **May 16, 2005**, on behalf
of the Custodian by:



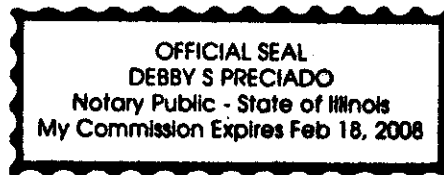
E. Peterson
Vice President

On this **May 16, 2005**, before me appeared **E. Peterson**, to me personally know, who being duly sworn did say that she/he is the **Vice President** of **WASHINGTON MUTUAL BANK (fka Washington Mutual Bank, FA)**, and that said Affidavit of Lost Note was signed and sealed on behalf of such corporation and **E. Peterson** acknowledged this instrument to be the free act and deed of said corporation.


Debby S. Preciado

Notary Public in and for the

County of **LAKE**
State of **ILLINOIS**



My Commission expires: **02/18/2008**.

Exhibit A

Multistate

ADJUSTABLE RATE NOTE

FHA Case No.

OCTOBER 2ND, 1997
[Date]DUNKIRK, MARYLAND
[City, State]3924 17TH STREET, CHESAPEAKE BEACH, MARYLAND 20732
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means SUMMIT MORTGAGE GROUP, INC. and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of ONE HUNDRED SIXTY FOUR THOUSAND THREE HUNDRED SIXTY SIX AND NO/100 - - - Dollars (U.S. \$ 164,366.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at a rate of SIX AND ONE HALF percent (6.500 %) per year until the full amount of principal has been paid. The interest rate may change in accordance with Paragraph 5(C) of this Note.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." That Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on NOVEMBER 1ST, 1997 . Any principal and interest remaining on the first day of OCTOBER, 2027 will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at 7735 OLD GEORGETOWN ROAD, 300, BETHESDA, MARYLAND 20814 or at such other place as Lender may designate in writing by notice to Borrower.

(C) Amount

Initially, each monthly payment of principal and interest will be in the amount of U.S.\$ 1,038.91. This amount will be part of a larger monthly payment required by the Security Instrument that shall be applied to principal, interest and other items in the order described in the Security Instrument. This amount may change in accordance with Paragraph 5(E) of this Note.

5. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of APRIL, 1999 , and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent index figure available 30 days before the Change Date. If the index (as defined above) is no longer available, Lender will use as a new index any index prescribed by the Secretary (as defined in Paragraph 7(B)). Lender will give Borrower notice of the new index.

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of TWO AND THREE QUARTERS percentage points (2.750 %) to the current index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Paragraph 5(D) of this Note, this rounded amount will be the new interest rate until the next Change Date.

Initials: 

9. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

10. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

Donis E. Sarumi (Seal)
DONIS E. SARUMI Borrower

WITHOUT RECOURSE
PAY TO THE ORDER OF Bank United
HARBOR FINANCIAL MORTGAGE CORPORATION (Seal)
BY *Pat Breaux* Borrower
PAT BREAU
TITLE: ASST. VICE PRESIDENT

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

PAY TO THE ORDER OF HARBOR FINANCIAL MORTGAGE CORPORATION
WITHOUT RECOURSE
Earla L. Gust
EARLA L. GUST, CLOSING MANAGER, SUMMIT MORTGAGE GROUP, INC.