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## COVIER PAGIE

Date: 08/19/2009 11:25 NO. OF PAGE: 2 (exclude this page)

To: Name: Maggie Hayden

From: Name: Maureen Novak

TEL & FAX: (TEL)480-345-7707

(FAX)480-345-8863

E-Mail: maureen@calldavemiller.com

Department: Customer Service

Company: David Miller Insurance Agency

Address: 2651 W Guadalupe Rd #210

Mesa, AZ 85202

Comment:

Re: Policy #010039965 - SAUER

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## **Evidence of Insurance for Mortgagee Interests**



This form is not the contract of insurance. It is a memorandum of coverage limited to mortgagee interests, provided at their request and applicable to the dwelling or building at the location below. The provisions of the policy will prevail in all respects.

**Insured Information** Agent Information

Named Insured Name David J Miller Ins Agency Inc ROCHELLE C SAUER

Address 2651 W Guadalupe Rd # 210

Mesa AZ 85202

Mailing Address Phone 480-345-7707

1283 W OAKLAND ST Fax 480-345-8863

CHANDLER AZ 85224-4343 Property Address E-mail Address dmiller3@farmersagent.com

1283 W OAKLAND ST CHANDLER AZ 85224-4343

**Policy Information** Coverages

Limit/Deductible Coverage Policy Number 010039965

Dwelling \$ 144000 Company Name FARMERS INSURANCE COMPANY OF ARI

125% Extended Replacement Cost SPECIAL FORM/TOWNHOUSE SPECIAL

Policy Type All Perils Deductible \$250.00

Policy Status IN FORCE

Policy Term Effective Date 04/25/2009

Renewal Date 04/25/2010

Annual Premium \$ 917.67 43200 Loss of Use

Balance Due \$ 0.00 438BFUNS Endorsement Included Υ

Who Pays MORTGAGEE First Mortgagee Loan Number 8409102814

WELLS FARGO BANK NA #936

**ISAOA** 

PO BOX 100515

FLORENCE SC 29502-0515

Second Mortgagee

EXECUTIVE PRIVATE

INVESTMENT FUNDING CO LLC

3230 E FLAMINGO RD STE 8-145

LAS VEGAS NV 89121-4320 Mortgagee Deductible Clause

Not Applicable

Loan Number 07-KP0-0216001-2

Authorized Farmers Representative President

Title

This information is also available on e-Partner

Form 438BFU NS

(Rev. May 1, 1942) x

## LENDER'S LOSS PAYABLE ENDORSEMENT

- 1. Loss or damage, if any, under this policy, shall be paid to the Payee named in the Declarations of this policy, its successors and assigns, hereinafter referred to as 'the Lender', in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.
- 2. The insurance under this policy, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns, shall not be invalidated nor suspended: (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or the interest therein, or the title thereto; (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trust deed; (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this policy, including any and all riders now or hereafter attached thereto, by the named insured, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agent of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the named insured, excluding herefrom, however, any acts or omissions of the Lender while exercising active control and management of the property.
- 3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy or on account of any change in occupancy or increase in hazard not permitted by this policy, this Company agrees to give written notice to the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.
- 4. Whenever this Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the insured, whether secured or unsecured, (with refund of all interest not accrued), and this Company, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.
- 5. If there be any other insurance upon the within described property, this Company shall be liable under this policy as to the Lender for the proportion of such loss or damage that the sum hereby insured bears to the entire insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lender. Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified, and also any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clauses for the compliance with which the insured has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for insuring such other hazards. The Lender upon the payment to it of the full amount of its claim, will subrogate this Company (pro rata with all other insurers contributing to said payment) to all of the Lender's rights of contribution under said other insurance.
- 6. This Company reserves the right to cancel this policy at any time, as provided by its terms, but in such case this policy shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease.
- 7. This policy shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable policy in renewal thereof with loss thereunder payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement, shall have been issued by some insurance company and accepted by the Lender.
- 8. Should legal title to and beneficial ownership of any of the property covered under this policy become vested in the Lender or its agents, insurance under this policy shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the insured under the terms and conditions of this policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.
- 9. All notices herein provided to be given by the Company to the Lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch described in the Declarations of the policy.

## Approved:

Board of Fire Underwriters of the Pacific, California Bankers' Association, Committee on Insurance.