

The logo consists of the letters "PC" in a bold, white, sans-serif font, set against a dark, textured rectangular background.

July 30, 2009

Main Office
200 Fleet Street, Suite 1100
Pittsburgh, PA 15220
Phone: 866-583-0918

VIA UPS OVERNIGHT DELIVERY
PERSONAL AND CONFIDENTIAL

Mrs. Susie M. Barnes
Mr. James H. Barnes
7025 W Hearn Road
Peoria, AZ 85381

RE: DEMAND LETTER

Dear Mrs. and Mr. Barnes:

We write to inform you that your lender (the "Lender") has engaged our firm to represent it in connection with certain outstanding matters pertaining to the loan closing (the "Closing") on your property at 7025 W Hearn Road, Peoria, AZ 85381 (the "Property") dated April 7, 2005. In relation to that certain loan in the principal amount of Three Hundred Thirty Four Thousand Three Hundred and NO/Dollars (\$334,300.00) (the "Loan"), the Lender has asked us to obtain corrective documents required for recording in Maricopa County, and, if necessary, to file a lawsuit on its behalf, naming you as the Defendant. However, before we pursue legal action, we would like to extend an opportunity to resolve this matter short of protracted and costly litigation.

As mentioned above, the Lender's authorized settlement agent conducted Closing for your Loan. In consideration for the Loan, you entered into certain agreements (the "Loan Agreement"), and among its terms, conditions, and requirements (the "Terms and Conditions"), were the requirements that (i) the Loan be secured by a deed of trust against the Property in favor of the Lender (the "Original Deed of Trust") and (ii) the Original Deed of Trust was to be recorded among the land records of Maricopa County in order to create a first priority lien on the Property.

During the Closing, you acknowledged and agreed to join with the Lender in signing, filing documents and any other actions deemed necessary to perfect (and continue the perfection of) the Original Deed of Trust against the Property, which is accomplished by, though not exclusively limited to, recording the Original Deed of Trust in Maricopa County. Following the Closing, the Lender's settlement agent attempted to record the Original Deed of Trust among the land records of Maricopa County, but it was (i) rejected from recording due to incomplete or improper signatures, (ii) lost in transit, or

(iii) misplaced by the Lender's settlement agent or an employee of the Office of the Maricopa County Clerk of Court. Since Maricopa County requires original "wet" signatures on all documents submitted for recording, we must request that you sign a duplicate Original Deed of Trust (the "Duplicate Original Deed of Trust").

You are obligated under the Terms and Conditions of the Loan Agreement to re-sign certain documents, including but not limited to the Duplicate Original Deed of Trust, as requested, in order that it may be successfully recorded. Please be assured that the Duplicate Original Deed of Trust you are being asked to re-sign are meant to replace that which you signed at Closing and was not recorded.

Enclosed, please find a true and correct copy of the Original Deed of Trust you signed at Closing for your convenience and reassurance. Also enclosed are unsigned Duplicate Original Deed of Trust for your review and signature. Finally, we enclosed some brief instructions for signing corrective documents. Among other things, these instructions emphasize that the Duplicate Original Deed of Trust must be signed in the presence of a notary public, that you must sign exactly as printed, and that your signature must be legible.

It is important that you return the signed and notarized Duplicate Original Deed of Trust to us in the enclosed overnight envelope no later than August 10, 2009. In the event that we do not receive the Duplicate Original Deed of Trust by this date, we will be required to file a lawsuit requesting the Court to enter an Order (i) recognizing the Lender's lien and (ii) requiring you to resign the Original Deed of Trust and any other documents necessary for its recordation. This matter can be promptly resolved without the necessity of court intervention or any cost to you provided you sign the enclosed Duplicate Original Deed of Trust.

If you prefer to have us arrange for a notary public to meet with you to sign the Duplicate Original Deed of Trust, have any questions with respect to this letter or would like specific guidance on the execution of the Duplicate Original Deed of Trust, please do not hesitate to call my paralegal, Amber L. Hall, at (412) 928-2450, ext 2473. We appreciate your prompt attention to this important matter, and look forward to receiving the signed and notarized documents from you. At such time, we anticipate that this matter will be resolved.

Very truly yours,



Kenneth N. Smolar, Esq.
PC Law Associates Ltd.

KNS/alh