



PERSONAL GUARANTEE

Guarantee of Obligation In order to induce Citadel Servicing Corporation, d.b.a Acra Lending (“Beneficiary”) to enter into a Mortgage Loans Purchase Agreement dated_____,_____between _____ (“Obligor”) and Beneficiary, which governs the sale of Loans by Obligor to Beneficiary (the “Contract”, which includes any and all amendments thereto and substitutions hereafter made and regardless of whether they are made with or without the approval of the undersigned), and in consideration thereof, the undersigned Guarantor hereby absolutely, unconditionally and irrevocably guarantees payment and performance by Obligor, when due, of all of its obligations under the Contract.

Waiver of Defenses of Guarantor The obligations of Guarantor shall not be impaired, diminished or discharged, in whole or in part, by any extension of time granted by Beneficiary, by any course of dealing between Beneficiary and Obligor, by the unenforceability of any provision of the Contract for any reason whatsoever, by the release of any guarantor or other obligor or any collateral, or by any other act, omission, event or circumstance which might operate to discharge a guarantor in whole or in part or which might operate as a defense, in whole or in part, to any obligation of a guarantor or which might invalidate, in whole or in part, a guarantee.

Further, and without limiting the provisions of the foregoing paragraph, the obligations of Guarantor will not be impaired, diminished or discharged by any statement unless that statement is made in a written instrument which is signed by Beneficiary and which expressly refers to this Guarantee.

Bankruptcy Provision; Expenses Guarantor agrees to pay on demand (a) any amount which Beneficiary is required to pay under any bankruptcy, insolvency or other similar law on account of any amount received by Beneficiary under or with respect to the Contract or this Guarantee, and (b) all expenses (including, without limitation, reasonable legal fees and disbursements) incurred by Beneficiary in connection with the negotiation and preparation of this Guarantee, and (c) all expenses of collecting, and of enforcing the provisions of, this Guarantee, including, without limitation, reasonable legal fees and disbursements, court costs, the cost of appellate proceedings, and any other reasonable expenses of litigation.

Governing Law	This Guarantee and the obligations of the undersigned shall be governed by and construed in accordance with the law of the State of California.
Jurisdiction and Venue	Jurisdiction and venue for any dispute, claim or controversy arising out of or relating to this Guarantee or the breach, termination, enforcement, interpretation or validity thereof, or any other interaction between the Beneficiary and Obligor, shall be in County of Orange, State of California, or in the District or Bankruptcy Court of the United States for the Central District of California, County of Orange and Guarantor hereby agrees to submit to personal jurisdiction in that forum for any and all purposes.
Severability	If any provision of this Guarantee is found by a court of competent jurisdiction to be invalid or unenforceable, then to the fullest extent permitted by law, the other provisions shall remain in full force and effect and shall be liberally construed in favor of Beneficiary to carry out the parties' intention, without the offending provision.
Remedies; Order of Pursuit	This Guarantee is a guarantee of payment and performance and not of collection. Beneficiary shall not be required to resort to or pursue any of its rights or remedies under or with respect to any other agreement or any other collateral before pursuing any of its rights or remedies under this Guarantee. Beneficiary may pursue its rights and remedies in such order as it determines, whether separately, successively or concurrently, and the exercise by Beneficiary of any right, remedy or recourse are non-exclusive and will not prejudice or preclude Beneficiary from exercising any other right, remedy or recourse.
Delay and Waiver	A failure or delay by Beneficiary in exercising any of its rights hereunder in any instance shall not constitute a waiver thereof in that or any other instance. Beneficiary may not waive any of its rights except by an instrument in writing signed by it.
Term	Notwithstanding anything to the contrary herein, the Guarantor guarantees payment and performance for Obligor, and agrees that Guarantor shall remain personally liable for Obligor's payment and performance, as defined herein, for two (2) years from the date of any loan purchased by Beneficiary under the Contract.

Amendment

This Guarantee may not be amended without the written approval of Beneficiary.

Binding

This Guarantee is binding on the heirs, successors and assigns of the undersigned and will inure to the benefit of Beneficiary, its successors and assigns and any successors and assignees of the Contract.

IN WITNESS WHEREOF, Guarantor has executed and delivered this Guarantee, which is effective as of the below date.

Guarantor

Dated: _____

By: _____

Name: _____

Title: _____