

**Via US Mail and Email**

\_\_\_\_\_, 20\_\_

Ms. Liti Gant  
12345 Miller Street  
Beautiful Point, CA 90210

**RE: Notice of Right to Cancel and Federal Truth In Lending Disclosure Statement**

Dear Liti:

1. YOUR RIGHT TO CANCEL. You have agreed to give me a security interest in the real property as is described in the enclosed deed of trust as security for an existing credit account with my office for attorney's fees and costs in connection with the above-referenced action. You have a legal right under federal law to cancel the security interest created by the deed of trust, without cost, within three (3) business days after the latest of the following events:

- a. The date the security interest is given, which is the date set forth in this Notice below;
- b. The date you received your Truth-in-Lending disclosures; or
- c. The date you received this Notice of Right to Cancel the security interest.

If you cancel the security interest, your cancellation will apply only to the security interest. It will *not affect the amount you owe on your account pursuant to the April 7, 2011 retainer agreement with my office*. Within twenty (20) calendar days after I receive your Notice of Cancellation, I must take the necessary steps to reflect that any security interest created by the two deeds of trust have been canceled. I also must return to you any money or property you have given me or anyone else in connection with this transaction.

Ms. Liti Gant

\_\_\_\_\_, 20\_\_

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If I have performed any services for you or advanced any costs on your behalf, you must offer their reasonable value. That money must be sent to the address shown in paragraph 2 below. If I do not take possession of the money within twenty (20) calendar days of your offer, you may keep it without further obligation.

2. HOW TO CANCEL. If you decide to cancel the security interest, you may do so by notifying me, in writing, at:

The Law Firm of Dour Meany

123 South Civil Drive, Suite A1

Palm Springs, CA 92262

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this Notice by dating and signing below. Keep one copy of this Notice no matter how you notify me because it contains important information about your rights. If you cancel by mail, you must send the Notice no later than midnight of the third (3rd) business day following the latest of the three (3) events listed above. If you send or deliver your written Notice to Cancel some other way, it must be delivered to me at the above address no later than that time.

Very Truly Yours,

DOUR MEANY, Attorney At Law

DATE OF THIS NOTICE: \_\_\_\_\_, 20\_\_

I HEREBY ACKNOWLEDGE RECEIPT OF THIS NOTICE ON THE DATE OF THIS NOTICE STATED ABOVE.

\_\_\_\_\_

LITI GANT, client

Ms. Liti Gant

\_\_\_\_\_, 20\_\_

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### **ELECTION TO CANCEL**

I WISH TO CANCEL:      DATED:  
\_\_\_\_\_  
\_\_\_\_\_

LITI GANT, client

### **CLIENT ACKNOWLEDGMENT**

I, LITI GANT, state that I understand upon executing any deed of trust in favor of attorney DOUR MEANY, my home (or such other real property as is described in the two deeds of trust) will become security for the payment to DOUR MEANY of the fees and costs that are now and/or will become due to him as a result of the written fee agreement into which we have entered on April 7, 2011. This means, for example, if my real property given as security is sold, or if a new loan is secured by it or it is refinanced, DOUR MENAY must be paid in full at that time for amounts then due. I also understand when the full fees and costs for this entire dissolution action on which DOUR MEANY is (or will be) working are paid, the deed of trust will be re-conveyed to me, i.e., released, upon my request, and the title insurance company will charge me its standard fee (of up to \$100.00) for that service.

I further understand I have the right, and acknowledge I have been given the opportunity, to seek independent legal counsel relative to signing the promissory note, the deed of trust. In addition, I understand the promissory note, deed of trust and related documents do not alter my obligation to pay DOUR MEANY when billed, on a current basis, for legal services performed and costs incurred pursuant to the April 7, 2011 retainer fee agreement.

I fully intend to pay DOUR MEANY all sums due her and I have no objection to any of the above.

I HEREBY ACKNOWLEDGE MY AGREEMENT TO THE TERMS STATED ABOVE ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013.

\_\_\_\_\_

LITI GANT, client

Ms. Liti Gant

\_\_\_\_\_, 20\_\_

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## FEDERAL TRUTH-IN-LENDING ACT DISCLOSURE STATEMENT

**AMOUNT FINANCED:** The amount financed is unknown because the amounts are not currently due and the deeds of trust and promissory note simply provide security to assure DOUR MEANY, attorney at law, that the full amount will be paid, when due, without regard to what the amount may be.

**FINANCE CHARGE:** The dollar amount any credit might cost you is presently unknown, and there is in fact no "finance charge" for a certainty because all amounts are due as and when billed. Moreover, the interest rate (15% per annum as per the promissory note and retainer fee agreement) simply will apply, at the discretion of DOUR MEANY, on the amounts that are not paid as required by the written fee agreement dated April 7, 2011.

**ANNUAL PERCENTAGE RATE:** 15% per annum, simple interest.

**PAYMENT SCHEDULE:** There is no payment schedule because all sums are due, owing and required to be paid as and when billed. Neither this document nor any of the documents being signed in connection with the written fee agreement dated April 7, 2011, nor the written fee agreement itself, provides for any "payment schedule." Again, all amounts are due as and when billed.

**TOTAL PAYMENT:** The total payment is unknown because the total amount due is determined by the amount of time and costs expended, in accordance with the terms of the written fee agreement dated April 7, 2011.

**SECURITY:** You are giving DOUR MEANY a security interest in a parcel of real property owned by your community estate and described in the deed of trust document that you are signing concurrently with this Disclosure Statement. That deed of trust is incorporated herein by reference as though fully set forth herein.

**PREPAYMENT:** All sums are due as and when billed. See your promissory note, deed of trust, the written fee agreement dated April 7, 2011 and the client acknowledgment for any additional information about nonpayment, default and security interests.

I HEREBY ACKNOWLEDGE RECEIPT OF THIS NOTICE ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

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LITI GANT, client