

1 DEPARTMENT OF CONSUMER AND BUSINESS SERVICES  
2 DIVISION OF FINANCE AND CORPORATE SECURITIES  
3 FINANCE SECTION  
4 BEFORE THE DIRECTOR OF THE DEPARTMENT OF CONSUMER AND BUSINESS SERVICES  
5 STATE OF OREGON

6 In the Matter of )

O-00-0042

7 Nikii Davis )

CEASE AND DESIST ORDER AND  
CONSENT TO IMPOSITION OF CIVIL  
PENALTIES

8 To: Nikii Davis

9 c/o CJ Unlimited dba Cosmopolitan Funding Group

10 11705 SW 68th Ste 100

11 Tigard, OR 97223

12 WHEREAS the Director of the Department of Consumer and Business Services  
13 for the State of Oregon (hereinafter "the Director") conducted an investigation of Nikii  
14 Davis, and determined that Nikii Davis engaged in activities constituting violations of  
15 ORS 59.840 through 59.965 (hereinafter "the Oregon Mortgage Lender Law"); and

16 WHEREAS Nikii Davis wishes to resolve and settle this matter with the Director;

17 NOW THEREFORE, as evidenced by the authorized signatures subscribed on  
18 this order Nikii Davis hereby **CONSENTS** to entry of this order upon the Director's  
19 Findings of Fact and Conclusions of Law as stated hereinafter: **RECEIVED**

20 **FINDINGS OF FACT**

DEC 08 2000

21 The Director **FINDS** that:

**FISCAL SECTION**

22 1. Nikii Davis, born on September 14, 1955 with a social security number 540-68-  
23 7372, engaged in residential mortgage transactions in Oregon or on Oregon real  
24 property in expectation of compensation using the license of Affordable Terms  
25 Mortgage-ATM Inc., an Oregon licensed mortgage lender, through November 6, 2000.

26 2. Nikii Davis was the loan officer arranging the financing of the purchase of a

121200-007-003001-0500-10000

1 residence for a consumer. As part of arranging the financing, Nikii Davis contracted with  
2 an appraisal firm to perform the appraisal of the residence that the consumer wished to  
3 purchase.

4 3. Upon completion of the appraisal, the appraisal firm delivered to Nikii Davis  
5 invoice #200044 in the amount of \$250.00 for the completed appraisal.

6 4. In addition to the \$250.00, Nikii Davis agreed with the appraiser who  
7 completed the appraisal, separate from the appraisal firm, to pay an additional sum of  
8 money because the appraisal had to be completed over the weekend on a rush job.

9 5. The additional fee for the rush job was not included in the invoice because  
10 Nikii Davis paid the appraiser directly for the additional fee rather than paying through  
11 the appraisal firm.

12 6. Nikii Davis did receive a receipt directly from the appraiser for the additional  
13 fee which could have been used to substantiate the additional expenses.

14 7. Nikii Davis altered invoice #200044 in such a manner that the invoice read  
15 \$450.00.

16 8. Nikii Davis did not have the permission of the appraisal firm to alter their  
17 invoice.

18 9. Check number 5998 written on March 20, 2000 on the checking account of  
19 Nikii Davis Russell and Walter J. Russell located at Key Bank in the amount of \$450.00  
20 was photocopied on the bottom of the altered appraisal as if the check was used to pay  
21 for the \$450.00 appraisal fee.

22 10. The appraisal firm never received Check number 5998 from Nikii Davis for  
23 payment of the appraisal fee.

24 11. The appraisal firm received the \$250.00 appraisal fee noted on the original  
25 invoice from Nikii Davis in June 2000.

26 12. The consumer withdrew the loan application before funding.

1 13. Nikii Davis, by herself and through Affordable Terms Mortgage-ATM Inc., sent  
2 demands to the consumer that the consumer, the realtor, or the consumer's new  
3 mortgage lender, pay costs associated with the withdrawn application pursuant to an  
4 agreement signed by the consumer.

5 14. In the demand letters sent by Nikii Davis, by herself and through Affordable  
6 Terms Mortgage-ATM Inc., Nikii Davis requested reimbursement on separate occasions  
7 of appraisal costs in the amounts of \$250.00, \$350.00 and \$450.00.

8 15. In at least one of the demand letters, Nikii Davis, by herself or through  
9 Affordable Terms Mortgage-ATM Inc., sent a copy of the altered invoice to the  
10 consumer.

11 16. The consumer believed that the altered invoice was the amount invoiced by  
12 the appraisal firm for the appraisal completed on the consumer's behalf, however the  
13 consumer was confused as to the actual costs because she did receive a copy of the  
14 original invoice as well.

15 17. Affordable Terms Mortgage-ATM Inc. was owned and operated by Cameron  
16 Parkes until in approximately August 2000, Affordable Terms Mortgage-ATM Inc. was  
17 purchased by Bob Christiansen.

18 18. All the letters sent by Affordable Terms Mortgage-ATM Inc. to the consumer,  
19 the realtor, or the consumer's new lender were sent by Cameron Parkes or Nikii Davis.

#### 20 **CONCLUSIONS OF LAW**

21 The Director **CONCLUDES** that:

22 1. By altering the invoice to reflect \$450.00, Nikii Davis engaged in any act, practice or  
23 course of business which operates or would operate as a fraud or deceit upon any  
24 person in violation of ORS 59.930(3).

#### 25 **ORDER**

26 The Director, pursuant to ORS 59.885(4), hereby **ORDERS** that Nikii Davis will

1 **CEASE AND DESIST** from violating any provision of Oregon Mortgage Lender Law,  
2 OAR 441-850-0005 through 441-885-0010 and any rule, order, or policy issued by the  
3 Division.

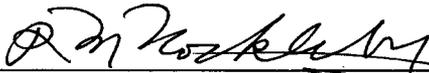
4 The Director, pursuant to ORS 59.996 hereby **ORDERS** Nikii Davis to pay the  
5 State of Oregon a civil penalty of \$1000.00 for engaging in any act, practice or course  
6 of business which operates or would operate as a fraud or deceit upon any person in  
7 violation of ORS 59.930(3).

8 The Director suspends payment of \$900.00 of the assessed civil penalty for a  
9 three year period. If in the period between the date of the Order to three years from the  
10 date of the Order, Respondent violates any provision of the Oregon Mortgage Lender  
11 Law. OAR 441-850-0005 through 441-885-0010 or any rule, order, or policy issued by  
12 the Division, the suspended portion of the assessed civil penalty will become  
13 immediately due and payable. If the Respondent does not violate the Oregon Mortgage  
14 Lender Law, OAR 441-850-0005 through 441-885-0010 or any rule, order, or policy  
15 issued by the Division in the three year period, the suspended portion of the civil penalty  
16 is waived. The date of the Order is the date the Director signs the Order.

17 The entry of this Order in no way limits further remedies which may be available  
18 to the Director under Oregon law.

19 Dated this 13<sup>th</sup> day of December, 2000.

20  
21 **MARY C. NEIDIG, DIRECTOR**  
22 **DEPARTMENT OF CONSUMER AND BUSINESS SERVICES**

23  
24 by   
25 **R.M. NOCKLEBY, ADMINISTRATOR**  
26 **DIVISION OF FINANCE AND CORPORATE SECURITIES**

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III

**CONSENT TO ENTRY OF ORDER**

I, Nikii Davis, state that I have read the foregoing Order and that I know and fully understand the contents hereof; that I admit the findings of fact herein, voluntarily consent to the entry of this Order without further hearing, expressly waiving any right to a hearing in this matter; that I understand that the Director reserves the right to take further actions to enforce this order or to take appropriate action upon discovery of other violations of Oregon Mortgage Lender Law; and that I will fully comply with Oregon Mortgage Lender Law.

I understand that this Consent Order is a public document.

Dated this 28 day of November 2000

Nikii Davis  
(Signature)

Debby Liew  
Signature of Notary Public  
Notary Public for the State of: Oregon  
My Commission expires: April 06, 2001

