

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

507B



**FROM:** County Counsel/TLMA  
Code Enforcement Department

**SUBMITTAL DATE:**  
Oct. 21, 2010

**SUBJECT:** Abatement of Public Nuisance [Substandard Structure & Accumulated Rubbish]  
Case Nos. : CV 10-01980 (SLAYTON)  
Subject Property: 26792 Girard Street, Hemet; APN: 447-290-004  
District: 3

**RECOMMENDED MOTION:** Move that:

1. The substandard structure (dwelling) on the real property located at 26792 Girard Street, Hemet, Riverside County, California, APN: 447-290-004 be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which does not permit substandard structures on the property.
2. Debra Kaye Slayton, the owner of the subject real property, be directed to abate the substandard structure on the property by rehabilitating, removing and/or demolishing the same from the real property, including the removal and disposal of all structural debris and materials within ninety (90) days.

Departmental Concurrence

*Karin Watts Bazi for*  
L. ALEXANDRA FONG, Deputy County Counsel  
for PAMELA J. WALLS, County Counsel

(Continued)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ N/A	For Fiscal Year:	N/A

<b>SOURCE OF FUNDS:</b>	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *Tina Grande*  
Tina Grande

**County Executive Office Signature**

- |                                  |  |
|----------------------------------|--|
| <input type="checkbox"/> Consent | <input checked="" type="checkbox"/> Policy |
| <input type="checkbox"/> Consent | <input checked="" type="checkbox"/> Policy |

Dep't Recomm.:  
Per Exec. Ofc.:

**Prev. Agn. Ref.:** | **District: 3** | **Agenda Number:**

9.1

3. The owner be ordered to ascertain the existence or non-existence of asbestos containing materials in said structure by survey and materials sample testing through the Industrial Hygiene Specialist of the County Health Department, Division of Special Services; and, prior to the abatement ordered in paragraph number two (2) above, to secure the removal and disposal of all asbestos containing materials discovered through such survey and testing by contract with a duly certified and licensed contractor for the handling of such materials to avoid citations and/or fines imposed by the South Coast Air Quality Management District (SCAQMD) pursuant to SCAQMD Rule No. 1403.
4. The accumulation of rubbish on the real property located at 26792 Girard Street, Hemet, be declared a public nuisance and a violation of Riverside County Ordinance No. 541 which does not permit the accumulation of rubbish on the property.
5. Debra Kaye Slayton, the owner of the subject property, be directed to abate the accumulation of rubbish on the property by removing and disposing of the same from the real property within ninety (90) days
6. If the owner of the real property does not take the above described action within ninety (90) days of the date of the Board's Order to Abate, that representatives of the Code Enforcement Department, Sheriff's Department, and/or a contractor, upon consent or receipt of a Court Order authorizing entry onto the real property when necessary under applicable law, shall abate the substandard structure and accumulation of rubbish by removing and disposing of the same from the real property.
7. The reasonable costs of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Riverside County Ordinance No. 725.
8. County Counsel be directed to prepare the necessary Findings of Fact and Conclusions that the substandard structure and accumulation of rubbish on the real property is declared to be in violation of Riverside County Ordinance Nos. 457 and 541, and constitutes a public nuisance. Further, County Counsel shall prepare an Order to Abate for approval by the Board.

**BACKGROUND:**

1. An initial inspection was made of the subject real property by the Code Enforcement Officer on March 11, 2010.
2. The inspection revealed a substandard structure (dwelling) on the subject real property in violation of Riverside County Ordinance No. 457. The substandard conditions of the structure included, but were not limited to the following: hazardous plumbing; lack of required electrical lighting; hazardous wiring; lack of adequate heating facilities; members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration; members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split or buckle due to defective material or deterioration; dampness of habitable rooms; faulty weather protection; general dilapidation or improper maintenance, abandoned, vacant, public and attractive nuisance, The inspection also revealed the accumulation of rubbish (approximately 2,300 square feet) on the subject property in violation of Riverside County Ordinance No. 541. The accumulation of rubbish consisted of, but was not limited to the following materials: household trash, wood, metal, plastic 8'x8' wooden shed and household items.
3. Subsequent inspections of the above-described real property on April 6, 2010, May 19, 2010, May 28, 2010 July 1, 2010 and Oct. 14, 2010, revealed that the property continues to be in violation of Riverside County Ordinance Nos. 457 and 541.
4. Staff and the Code Enforcement Department have complied with the requirements set forth in the appropriate laws of this jurisdiction pertaining to the Administrative Abatement Proceedings for substandard structure and accumulation of rubbish.

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**FROM:** County Counsel/TLMA  
Code Enforcement Department

**SUBMITTAL DATE:**  
Oct. 21, 2010

**SUBJECT:** Abatement of Public Nuisance [Substandard Structure & Accumulated Rubbish]  
Case Nos. : CV 10-01980 (SLAYTON)  
Subject Property: 26792 Girard Street, Hemet; APN: 447-290-004  
District: 3

**RECOMMENDED MOTION:** Move that:

Departmental Concurrence

1. The substandard structure (dwelling) on the real property located at 26792 Girard Street, Hemet, Riverside County, California, APN: 447-290-004 be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which does not permit substandard structures on the property.
2. Debra Kaye Slayton, the owner of the subject real property, be directed to abate the substandard structure on the property by rehabilitating, removing and/or demolishing the same from the real property, including the removal and disposal of all structural debris and materials within ninety (90) days.

*Karin Watts Bazi for*

(Continued)

L. ALEXANDRA FONG, Deputy County Counsel  
for PAMELA J. WALLS, County Counsel

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ N/A	For Fiscal Year:	N/A

<b>SOURCE OF FUNDS:</b>	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

**County Executive Office Signature**

- |   |                                 |
|---|---------------------------------|
| <input type="checkbox"/> Consent            | <input type="checkbox"/> Policy |
| <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Policy |

Dep't Recomm.:  
Per Exec. Ofc.:



3. The owner be ordered to ascertain the existence or non-existence of asbestos containing materials in said structure by survey and materials sample testing through the Industrial Hygiene Specialist of the County Health Department, Division of Special Services; and, prior to the abatement ordered in paragraph number two (2) above, to secure the removal and disposal of all asbestos containing materials discovered through such survey and testing by contract with a duly certified and licensed contractor for the handling of such materials to avoid citations and/or fines imposed by the South Coast Air Quality Management District (SCAQMD) pursuant to SCAQMD Rule No. 1403.
4. The accumulation of rubbish on the real property located at 26792 Girard Street, Hemet, be declared a public nuisance and a violation of Riverside County Ordinance No. 541 which does not permit the accumulation of rubbish on the property.
5. Debra Kaye Slayton, the owner of the subject property, be directed to abate the accumulation of rubbish on the property by removing and disposing of the same from the real property within ninety (90) days
6. If the owner of the real property does not take the above described action within ninety (90) days of the date of the Board's Order to Abate, that representatives of the Code Enforcement Department, Sheriff's Department, and/or a contractor, upon consent or receipt of a Court Order authorizing entry onto the real property when necessary under applicable law, shall abate the substandard structure and accumulation of rubbish by removing and disposing of the same from the real property.
7. The reasonable costs of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Riverside County Ordinance No. 725.
8. County Counsel be directed to prepare the necessary Findings of Fact and Conclusions that the substandard structure and accumulation of rubbish on the real property is declared to be in violation of Riverside County Ordinance Nos. 457 and 541, and constitutes a public nuisance. Further, County Counsel shall prepare an Order to Abate for approval by the Board.

**BACKGROUND:**

1. An initial inspection was made of the subject real property by the Code Enforcement Officer on March 11, 2010.
2. The inspection revealed a substandard structure (dwelling) on the subject real property in violation of Riverside County Ordinance No. 457. The substandard conditions of the structure included, but were not limited to the following: hazardous plumbing; lack of required electrical lighting; hazardous wiring; lack of adequate heating facilities; members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration; members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split or buckle due to defective material or deterioration; dampness of habitable rooms; faulty weather protection; general dilapidation or improper maintenance, abandoned, vacant, public and attractive nuisance. The inspection also revealed the accumulation of rubbish (approximately 2,300 square feet) on the subject property in violation of Riverside County Ordinance No. 541. The accumulation of rubbish consisted of, but was not limited to the following materials: household trash, wood, metal, plastic 8'x8' wooden shed and household items.
3. Subsequent inspections of the above-described real property on April 6, 2010, May 19, 2010, May 28, 2010 July 1, 2010 and Oct. 14, 2010, revealed that the property continues to be in violation of Riverside County Ordinance Nos. 457 and 541.
4. Staff and the Code Enforcement Department have complied with the requirements set forth in the appropriate laws of this jurisdiction pertaining to the Administrative Abatement Proceedings for substandard structure and accumulation of rubbish.

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**BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE**

3 IN RE ABATEMENT OF PUBLIC NUISANCE ) CASE NO. CV 10-01980  
4 [SUBSTANDARD STRUCTURES AND )  
5 ACCUMULATED RUBBISH]; APN 447-290-004, ) DECLARATION OF OFFICER  
6 26792 GIRARD STREET, HEMET, COUNTY OF ) MICHAEL SANDERS  
7 RIVERSIDE, STATE OF CALIFORNIA; DEBRA )  
8 KAYE SLAYTON, OWNER. ) [R.C.O. No. 457, RCC Title 15]  
9 ) [R.C.O. No. 541, RCC Chapter 8]  
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8 I, Michael Sanders, declare that the facts set forth below are personally known to me except  
9 to the extent that certain information is based on information and belief which I believe to be true  
10 and if called as a witness, I could and would competently testify under oath:

11 1. I am currently employed by the Riverside County Code Enforcement Department as a  
12 Senior Code Enforcement Officer. My current official duties as a Senior Code Enforcement Officer  
13 include inspecting property for violations and enforcement of the provisions of Riverside County  
14 Ordinances.

15 2. I am informed and believe and thereon allege that on March 11, 2010, Code  
16 Enforcement Officers Roy Ryder and Wayne Durant conducted an initial inspection of the real  
17 property known as 26792 Girard Street, Hemet, within the unincorporated area of Riverside County,  
18 California, which is further described as Assessor's Parcel Number 447-290-004 (hereinafter referred  
19 to as "THE PROPERTY"). A true and correct copy of a Thomas Brothers map page indicating the  
20 approximate location of THE PROPERTY is attached hereto as Exhibit "A" and incorporated herein  
21 by reference.

22 3. A review of County records and documents indicate that THE PROPERTY was  
23 owned by Debra Kaye Slayton (hereinafter referred to as "OWNER") at the time of the inspection  
24 referenced in paragraph number 2 above. A certified copy of the County Equalized Assessment Roll  
25 for the year 2009-2010 and a copy of the County Geographic Information System ("GIS") report are  
26 attached hereto as Exhibit "B" and incorporated herein by reference.

27 4. Based on the Lot Book Report from RZ Title Company dated March 15, 2010, it is  
28 determined that an additional party potentially holds a legal interest in THE PROPERTY, to wit:

1 Citifinancial Mortgage Co., Inc. (hereinafter referred to as "INTERESTED PARTY"). A true and  
2 correct copy of the Lot Book Report is attached hereto as Exhibit "C" and incorporated herein by this  
3 reference.

4 5. I am informed and believe and thereon allege that on March 11, 2010, Code  
5 Enforcement Officers Roy Ryder and Wayne Durant conducted an initial inspection of THE  
6 PROPERTY on which they observed a single-story wood-framed dwelling structure with an attached  
7 garage in a state of general dilapidation. THE PROPERTY was open with no signs posted to restrict  
8 access. Officers Ryder and Durant observed the following conditions which cause the structure to be  
9 substandard and THE PROPERTY to constitute a public nuisance in violation of the provisions set  
10 forth in Riverside County Ordinance 457, as codified in Riverside County Code Title 15:

- 11 1) Hazardous plumbing;
- 12 2) Lack of required electrical lighting;
- 13 3) Hazardous wiring;
- 14 4) Lack of adequate heating facilities;
- 15 5) Members of walls, partitions or other vertical supports that split, lean, list or buckle  
16 due to defective materials or deterioration;
- 17 6) Members of ceiling, roofs, ceiling and roof supports or other horizontal members  
18 which sag, split, or buckle due to defective material or deterioration;
- 19 7) Dampness of habitable rooms;
- 20 8) Faulty weather protection: There are broken windows, holes in walls, missing walls  
21 and large areas missing roof and ceiling.
- 22 9) General dilapidation or improper maintenance;
- 23 10) Public and attractive nuisance – abandoned/vacant.

24 6. During the initial inspection on March 11, 2010, Officers Ryder and Durant also  
25 observed large amounts of excess outside storage and accumulated rubbish on THE PROPERTY  
26 including, but not limited to, household trash, wood, metal, plastic, 8'x8' wooden shed and  
27 household items. The total area of the excess outside storage and accumulated rubbish was  
28 approximately two thousand three hundred (2,300) square feet. This condition causes THE  
PROPERTY to constitute a public nuisance in violation of Riverside County Ordinance Nos. 348  
and 541, as codified in Riverside County Code Chapters 17 and 8.

7. A site plan and photographs reflecting the substandard condition of the structure and  
the accumulated rubbish on THE PROPERTY are attached hereto as Exhibit "D" and incorporated  
herein by reference.

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1           8.       True and correct copies of each Notice issued in this matter and other supporting  
2 documentation are attached hereto as Exhibit "E" and incorporated herein by reference.

3           9.       I am informed and believe and thereon allege that on March 11, 2010, Code  
4 Enforcement Officer Wayne Durant posted a Notice of Defects. This Notice of Defects was  
5 inadvertently dated March 10, 2010. I am informed and believe and thereon allege that on March 11,  
6 2010, Code Enforcement Officer Roy Ryder posted Notices of Violation (RCC 15.16.020  
7 Substandard Structure and RCC 8.120 Accumulation of Rubbish), a "Danger Do Not Enter" sign,  
8 and a "Do Not Dump" sign on THE PROPERTY.

9           10.      On March 18, 2010, a Notice of Noncompliance for the substandard structure and  
10 accumulated rubbish was recorded against THE PROPERTY as instrument number 2010-0125635.  
11 A true and correct copy of the recorded Notice of Noncompliance is attached hereto and incorporated  
12 by reference as Exhibit "F".

13           11.      On March 15, 2010, the Notices of Violation (RCC 15.16.020 Substandard Structure  
14 and RCC 8.120 Accumulation of Rubbish) were mailed via certified mail return receipt requested to  
15 OWNER. On August 23, 2010 and September 1, 2010, the Notices of Violation RCC 15.16.020  
16 Substandard Structure and RCC 8.120 Accumulation of Rubbish) were mailed via certified mail  
17 return receipt requested to INTERESTED PARTY.

18           12.      On April 6, 2010 and July 1, 2010, I drove to THE PROPERTY to conduct follow up  
19 inspections. The conditions on THE PROPERTY remained in same. Accumulated rubbish  
20 remained on THE PROPERTY, the structure remained in a general state of dilapidation, and THE  
21 PROPERTY continued to constitute a public nuisance in violation of RCO 457 and 541.

22           13.      I am informed and believe and thereon allege that on May 19, 2010 and May 28,  
23 2010, Code Enforcement Officer Keith Ross conducted follow-up inspections of THE PROPERTY.  
24 Officer Ross observed that the substandard structure and accumulated rubbish remained on THE  
25 PROPERTY but the excess outside storage of materials had been removed. During the May 19,  
26 2010 inspection, Officer Ross determined the amount of accumulated rubbish remaining on THE  
27 PROPERTY was nine hundred ninety (990) square feet.

28           14.      I am informed and believe, and based upon said information and belief, allege that

1 OWNER does not have legal authority or permission to store or accumulate the above described  
2 materials on THE PROPERTY.

3 15. Based upon my experience, knowledge and visual observations, it is my  
4 determination that the substandard structure and accumulation of rubbish on THE PROPERTY  
5 create an extreme health, safety, fire and structural hazard to the neighbors and general public and  
6 constitutes a public nuisance in violation of the provisions set forth in Riverside County Ordinance  
7 Nos. 457 and 541.

8 16. On Oct. 13, 2010, the "Notice to Correct County Ordinance Violations and Abate  
9 Public Nuisance" providing notification of the Board of Supervisors hearing scheduled for Nov. 2,  
10 2010, as required by Riverside County Ordinance No. 725, was mailed to OWNER and  
11 INTERESTED PARTY by certified mail, return receipt requested and on Oct. 14, 2010 was posted  
12 on THE PROPERTY. True and correct copies of the notice, return receipt cards, together with the  
13 proof of service and the affidavit of posting of notices are attached hereto as Exhibit "G" and  
14 incorporated herein by reference.

15 17. A follow-up inspection on Oct. 14, 2010 revealed that THE PROPERTY remains in  
16 violation.

17 18. Significant rehabilitation, removal and/or demolition of the substandard structure and  
18 removal and disposal of all structural materials, rubbish and debris are required to abate the public  
19 nuisance and bring THE PROPERTY into compliance with Riverside County Ordinance Number  
20 457 (RCC Title 15), the Health and Safety, Uniform Housing, Administrative and Abatement of  
21 Dangerous Buildings Codes. In addition, the removal and disposal of all rubbish on THE  
22 PROPERTY is required to bring THE PROPERTY into compliance with Riverside County  
23 Ordinance No. 541.

24 19. Accordingly, the following findings and conclusions are recommended:  
25 (a) The structure be condemned as a substandard building, public and attractive  
26 nuisance;  
27 (b) The OWNER, or whoever has possession or control of THE PROPERTY, be  
28 required to rehabilitate or demolish said structure, including the removal and disposal of all structural

1 debris and materials, on THE PROPERTY in strict accordance with the provisions of Riverside  
2 County Ordinance No. 457 (RCC Title 15);

3 (c) The OWNER, or whoever has possession or control of THE PROPERTY, be  
4 ordered to ascertain the existence or non-existence of asbestos containing materials in said structures  
5 by survey and materials sample testing through the Industrial Hygiene Specialist of the Riverside  
6 County Health Department, Division of Special Services; and, prior to the abatement ordered in  
7 subsection (b) above, to secure the removal and disposal of all asbestos containing materials  
8 discovered through such survey and testing by contract with a duly certified and licensed contractor  
9 for the handling of such materials to avoid citations and/or fines by South Coast Air Quality  
10 Management District ("SCAQMD") pursuant to SCAQMD Rule NO. 1403;

11 (d) If the substandard structure is not razed, removed and disposed of, or  
12 reconstructed in strict accordance with all Riverside County Ordinances, including but not limited to  
13 Riverside County Ordinance No. 457 (RCC Title 15), within ninety (90) days after the posting and  
14 mailing of the Board's Order and Findings, the substandard structure and contents therein shall be  
15 abated by representatives of the Riverside County Code Enforcement Department, a contractor, or  
16 the Sheriff's Department upon receipt of an owner's consent or a Court Order, where necessary under  
17 applicable law, authorizing entry onto THE PROPERTY; and

18 (e) The accumulation of rubbish on THE PROPERTY be deemed and declared a  
19 public nuisance;


20 (f) The OWNER, or whoever has possession or control of THE PROPERTY, be  
21 required to remove all rubbish on THE PROPERTY in strict accordance with the provisions of  
22 Riverside County Ordinance No. 541;

23 (g) If the materials are not removed and disposed of in strict accordance with all  
24 Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 541  
25 (RCC Title 8), within ninety (90) days after the posting and mailing of the Board's Order and  
26 Findings, the rubbish shall be abated by representatives of the Riverside County Code Enforcement  
27 Department, a contractor or the Sheriff's Department upon receipt of an owner's consent or a Court  
28 Order, where necessary under applicable law, authorizing entry onto THE PROPERTY; and

1 (h) Reasonable costs of abatement, after notice and opportunity for hearing, shall  
2 be imposed as a lien on THE PROPERTY, which may be collected as a special assessment against  
3 THE PROPERTY pursuant to Government Code Section 25845 and Riverside County Ordinance  
4 Nos. 457 and 725 (RCC Titles 15 and 1 respectively).

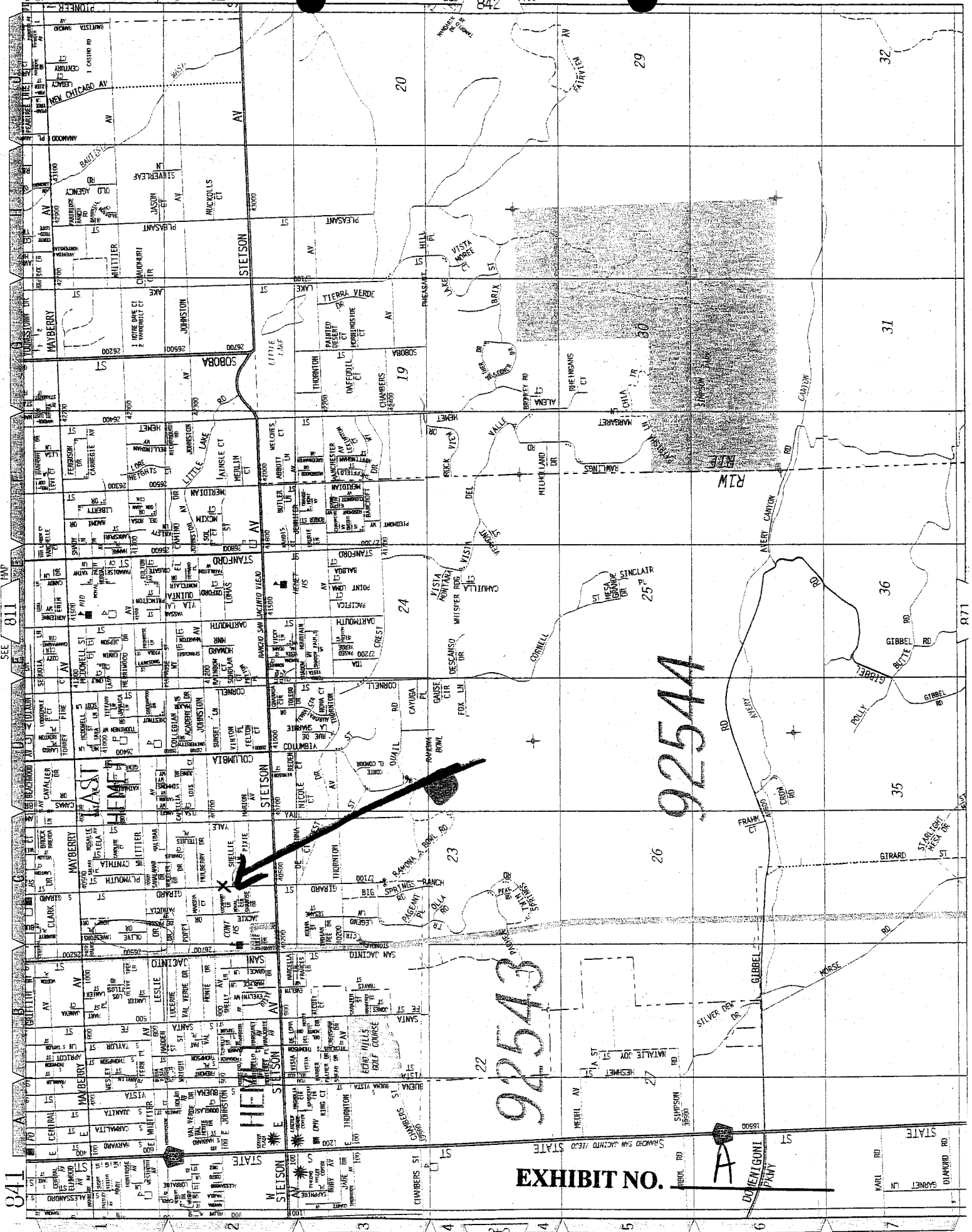
5 I declare under penalty of perjury under the laws of the State of California that the foregoing  
6 is true and correct.

7 Executed this 10 day of OCTOBER, 2010, at MURRIETA,  
8 California.

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12 MICHAEL SANDERS  
13 Senior Code Enforcement Officer  
14 Code Enforcement Department  
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28 L:\Code Enforcement\Abatements\2010\2010\CV10-01980\457 & 541 Dec.DOC





841

EXHIBIT NO. A

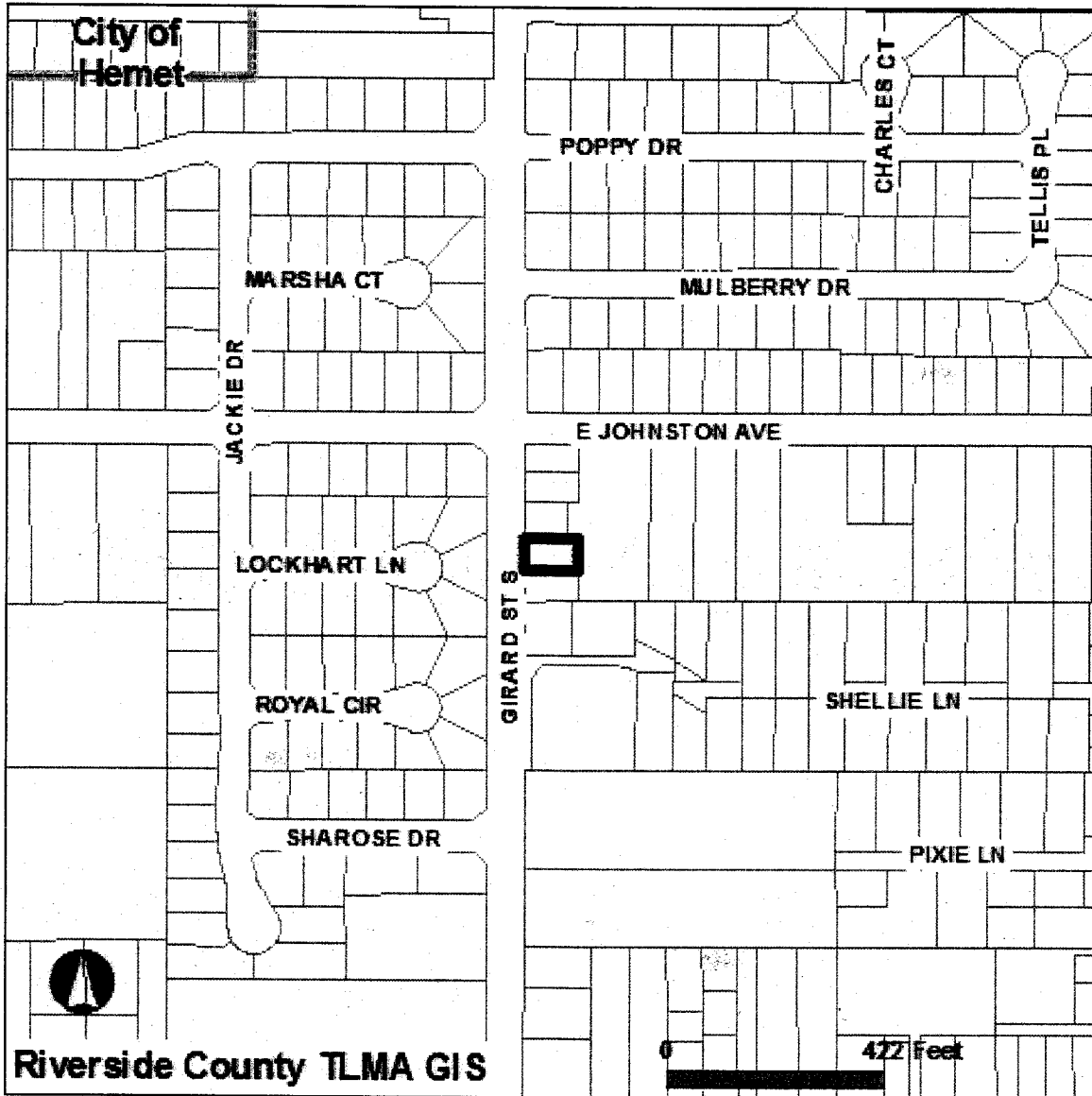
## Assessment Roll For the 2009-2010 Tax Year as of January 1, 2009

Assessment #447290004-6		Parcel # 447290004-6	
<b>Assessee:</b>	SLAYTON DEBRA KAYE	<b>Land</b>	21,112
<b>Mail Address:</b>	26792 GIRARD ST HEMET CA 92544	<b>Structure</b>	40,556
<b>Real Property Use Code:</b>	R1	<b>Full Value</b>	61,668
<b>Base Year</b>	1981	<b>Homeowners' Exemption</b>	7,000
<b>Conveyance Number:</b>	0620180	<b>Total Net</b>	54,668
<b>Conveyance (mm/yy):</b>	10/2007		
<b>TRA:</b>	71-078		
<b>Taxability Code:</b>	0-00		
<b>ID Data:</b>	Lot 2 MB 001/014 HEMET LAND CO		
<b>Situs Address:</b>	26792 GIRARD ST HEMET CA 92544		

[View Parcel Map](#)

**EXHIBIT NO.** \_\_\_\_\_

RIVERSIDE COUNTY GIS



Selected parcel(s):  
447-290-004

**\*IMPORTANT\***

Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

STANDARD REPORT

**APNs**

447-290-004-6

**OWNER NAME / ADDRESS**

DEBRA KAYE SLAYTON  
26792 GIRARD ST  
HEMET, CA. 92544

**MAILING ADDRESS**

(SEE OWNER)  
26792 GIRARD ST  
HEMET CA. 92544

EXHIBIT NO.           B2

NOT IN AN AIRPORT COMPATIBILITY ZONE

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## **ENVIRONMENTAL**

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**CVMSHCP (COACHELLA VALLEY MULTI-SPECIES HABITAT CONSERVATION PLAN) CONSERVATION AREA**  
NOT IN A CONSERVATION AREA

**CVMSHCP FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREAS**  
NOT IN A FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREA

**WRMSHCP (WESTERN RIVERSIDE COUNTY MULTI-SPECIES HABITAT CONSERVATION PLAN) CELL GROUP**  
NOT IN A CELL GROUP

**WRMSHCP CELL NUMBER**  
NOT IN A CELL

**HANS/ERP (HABITAT ACQUISITION AND NEGOTIATION STRATEGY/EXPEDITED REVIEW PROCESS)**  
NONE

**VEGETATION (2005)**  
Developed/Disturbed Land

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## **FIRE**

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**HIGH FIRE AREA (ORD. 787)**  
NOT IN A HIGH FIRE AREA

**FIRE RESPONSIBILITY AREA**  
NOT IN A FIRE RESPONSIBILITY AREA

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## **DEVELOPMENT FEES**

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**CVMSHCP FEE AREA (ORD. 875)**  
NOT WITHIN THE COACHELLA VALLEY MSHCP FEE AREA

**WRMSHCP FEE AREA (ORD. 810)**  
IN OR PARTIALLY WITHIN THE WESTERN RIVERSIDE MSHCP FEE AREA. SEE MAP FOR MORE INFORMATION.

**ROAD & BRIDGE DISTRICT**  
NOT IN A DISTRICT

**EASTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 673)**  
NOT WITHIN THE EASTERN TUMF FEE AREA

**WESTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 824)**  
IN OR PARTIALLY WITHIN A TUMF FEE AREA. SEE MAP FOR MORE INFORMATION. SAN JACINTO

**DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)**  
SAN JACINTO VALLEY

**SKR FEE AREA (STEPHEN'S KANGAROO RAT ORD. 663.10)**  
IN OR PARTIALLY WITHIN AN SKR FEE AREA. SEE MAP FOR MORE INFORMATION.

**DEVELOPMENT AGREEMENTS**  
NOT IN A DEVELOPMENT AGREEMENT AREA

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## **TRANSPORTATION**

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**CIRCULATION ELEMENT ULTIMATE RIGHT-OF-WAY**  
IN OR PARTIALLY WITHIN A CIRCULATION ELEMENT RIGHT-OF-WAY. SEE MAP FOR MORE INFORMATION. CONTACT THE TRANSPORTATION DEPT. PERMITS SECTION AT (951) 955-6790 FOR INFORMATION REGARDING THIS PARCEL IF IT IS IN AN UNINCORPORATED AREA.

**ROAD BOOK PAGE**  
110

**TRANSPORTATION AGREEMENTS**  
NOT IN A TRANSPORTATION AGREEMENT

- GENERAL PURPOSE
- HEMET UNIFIED SCHOOL
- LAKE HEMET MUNICIPAL WATER
- METRO WATER EAST 1301999
- MT SAN JACINTO JUNIOR COLLEGE
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- SAN JACINTO BASIN RESOURCE CONS
- SAN JACINTO VALLEY CEMETERY
- VALLEY HEALTH SYSTEM HOSP DIST
- VALLEY WIDE REC & PARK

**SPECIAL NOTES**

NO SPECIAL NOTES

**CODE COMPLAINTS**

Case #	Description	Start Date
CV1001980	ABATEMENT	Mar. 10, 2010

REPORT PRINTED ON...Tue Jul 06 11:38:07 2010  
Version 100412



P.O. Box 1193  
Whittier, CA 90609  
Tel # (562) 325-8351  
Fax # (714) 783-3038

## Lot Book Report

Order Number: **21358**

**Customer:**

RIVERSIDE COUNTY TLMA-CODE INFORCEMENT  
4080 Lemon Street  
Riverside CA 92501

Order Date: 3/15/2010  
Dated as of: 3/11/2010  
County Name: Riverside

Attn: Brent Steele  
Reference: CV10-01980/ LaKesha Covington  
IN RE: SLAYTON, DEBRA KAYE

FEE(s):  
Report: \$114.00

Property Address: 26792 Girard Street  
Hemet CA 92544

Assessor's Parcel No. : 447-290-004-6

**Assessments:**

Land Value:	\$21,112.00
Improvement Value:	\$40,556.00
Exemption Value:	\$7,000.00
Total Value:	\$54,668.00

## Tax Information

Property Taxes for the Fiscal Year	2009-2010
First Installment	\$328.60
Penalty	\$0.00
Status	PAID (PAID THRU 01/31/2010)
Second Installment	\$328.60
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2010)

EXHIBIT NO.                     C



P.O. Box 1193  
Whittier, CA 90609  
Tel # (562) 325-8351  
Fax # (714) 783-3038

Order Number: 21358  
Reference: CV10-01980/ LaK

## Property Vesting

The last recorded document transferring title of said property

Dated	10/03/2007
Recorded	10/04/2007
Document No.	2007-0620180
D.T.T.	\$0.00
Grantor	Debra Kaye Slayton, who acquired title as Debra K. Newcomb
Grantee	Debra Kaye Slayton, an unmarried woman

## Deeds of Trust

Position No.	1st
A Deed of Trust Dated	05/27/2004
Recorded	06/15/2004
Document No.	2004-0458650
Amount	\$50,000.00
Trustor	Debra K. Newcomb, an unmarried woman
Trustee	Town and Country Title Services, Inc.
Beneficiary	Argent Mortgage Company, LLC, a Limited Liability Company
Assignment Dated	10/14/2005
Recorded	11/02/2005
Document No.	2005-0912926
Assigned to	Citifinancial Mortgage Company Inc.

## Additional Information

Notice of Non-Compliance filed by

County of Riverside Department of Code Enforcement



P.O. Box 1193  
Whittier, CA 90609  
Tel # (562) 325-8351  
Fax # (714) 783-3038

Order Number: 21358  
Reference: CV10-01980/ LaK

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In the matter of the property of	Debra Kaye Slayton
Case No.	CV08-02856
Recorded	02/11/2009
Document No.	2009-0066512

### Legal Description

THE LAND REFERRED TO IN THIS REPORT IS LOCATED IN AND IS DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE WESTERLY 4 ACRES OF THE NORTH HALF OF LOT 2 IN BLOCK 205 OF THE LANDS OF THE HEMET LAND COMPANY, AS SHOWN BY MAP ON FILE IN BOOK 1 PAGE 14 OF MAPS, RIVERSIDE COUTNY RECORDS, DESCRIBED AS FELLOW.

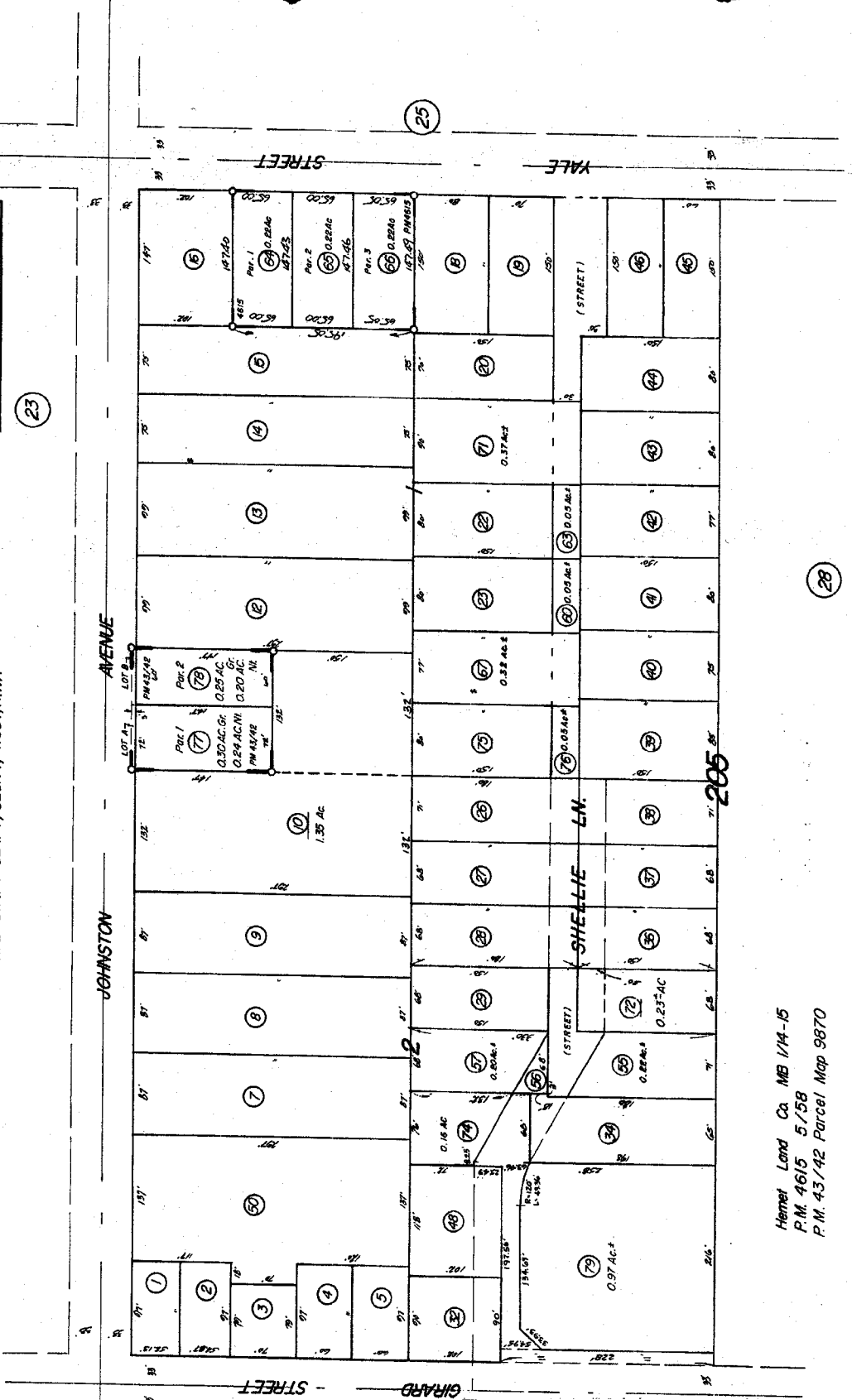
BEGINNING AT THE CENTER LINE OF GIRARD STREET, 60 FEET NORTH OF THE INTERSECTION OF THE CENTER LINE OF GIRARD STREET, WITH THE SOUTH LINE OF THE NORTH HALF OF SAID LOT 2 EXTENDED WESTERLY; THENCE CONTINUING NORTH ALONG THE CENTER LINE OF GIRARD STREET, 60 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF THE NORTH HALF OF SAID LOT, 130 FEET; THENCE SOUTH PARALLEL WITH THE CENTER LINE OF GIRARD STREET, 60 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE NORTH HALF OF LOT 2, 130 FEET TO THE CENTER LINE OF GIRARD STREET.

EXCEPTING THEREFROM THAT PORTION IN GIRARD STREET.



POR. RO. SAN JACINTO VIEJO  
N1/2 SW1/4 SE 1/4, SEC. 14, T. 5S., R. 1W.

THIS MAP IS FOR  
ASSESSMENT PURPOSES ONLY



DATE	OLD NO.	NEW NO.
10/22/54	52	79
8/73	54	81
1/27	51	75
5	52	76
2-74	17	64-68
3/78	28, 51	67
1/74	69	69
8/74	21, 29	71
10/75	58, 69	72
11-78	31	73, 74
8/77	70	75, 76
1/78	11	71, 72

DATE	OLD NO.	NEW NO.
10/22/54	53	79
10/24/54	54, 65	7, 37
8/50	58	7, 37
7/83	73	76, 81

Hemel Land Co. MB 1/14-15  
P.M. 4615 5/58  
P.M. 43/42 Parcel Map 9870

DOC # 2007-0620180

10/04/2007 08:00A Fee:7.00

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY THE UNDERSIGNED

WHEN RECORDED MAIL TO AND MAIL TAX STATEMENTS TO

NAME DEBRA KAYE SLAYTON
ADDRESS 26792 GIRARD STREET
CITY STATE & ZIP HEMET, CA 92544



Table with columns: S, R, U, PAGE, SIZE, DA, MISC, LONG, RFD, COPY. Includes handwritten '3' and '703'.

GRANT DEED

TITLE ORDER NO.

ESCROW NO.

APN NO. 447-290-004-6

C 703

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

DOCUMENTARY TRANSFER TAX is \$ NO CONSIDERATION GIVEN

CITY TAX \$

computed on full value of property conveyed, or
computed on full value less value of liens or encumbrances remaining at time of sale.

X Unincorporated area: City of

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

DEBRA KAYE SLAYTON, who acquired title as DEBRA K. NEWCOMB

hereby GRANT(s) to DEBRA KAYE SLAYTON, a unmarried woman

all that real property situated in the unincorporated area, City of HEMET, County of Riverside State of California:

ALL THAT PORTION OF THE WESTERLY 4 ACRES OF THE NORTH HALF OF LOT 2 IN BLOCK 205 OF THE LANDS OF THE HEMET LAND COMPANY, AS SHOWN BY MAP ON FILE IN BOOK 1 PAGE 14 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER LINE OF GIRARD STREET, 60 FEET NORTH OF THE INTERSECTION OF THE CENTER LINE OF GIRARD STREET, WITH THE SOUTH LINE OF THE NORTH HALF OF SAID LOT 2 EXTENDED WESTERLY: THENCE CONTINUING NORTH ALONG THE CENTER LINE OF GIRARD STREET, 60 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF THE NORTH HALF OF SAID LOT, 130 FEET; THENCE SOUTH PARALLEL WITH THE CENTER LINE OF GIRARD STREET, 60 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE NORTH HALF OF LOT 2, 130 FEET TO THE CENTER LINE OF GIRARD STREET.

EXCEPTING THEREFROM THAT PORTION IN GIRARD STREET..

Dated: October 3rd 2007

Signature of Debra Kaye Slayton
DEBRA KAYE SLAYTON, who acquired title as DEBRA K. NEWCOMB

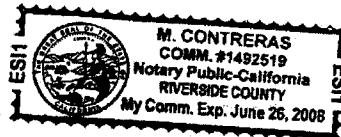
STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

} S.S.

On October 3rd 2007, before me, M. Contreras, a Notary Public, personally appeared DEBRA KAYE SLAYTON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature M. Contreras
M. Contreras



Public Record

Recording Requested By  
**CHICAGO TITLE COMPANY**

Recording Requested By:  
Argent Mortgage Company, LLC

Return To:

Argent Mortgage Company, LLC  
P.O. Box 14130,  
Orange, CA 92863-1530

**DOC # 2004-0458650**

08/15/2004 08:00A Fee:54.00

Page 1 of 15

Recorded in Official Records  
County of Riverside

Gary L. Orso  
Assessor, County Clerk & Recorder



Prepared By: Argent Mortgage Company, LLC  
Sandra Zavalza  
One City Boulevard West  
Orange, CA 92868

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A	R	L				COPY	LONG	REFUND	NCHG EXAM

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## DEED OF TRUST

54



### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated May 27, 2004 together with all Riders to this document.

(B) "Borrower" is DEBRA K. NEWCOMB, An Unmarried Woman

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Argent Mortgage Company, LLC

Lender is a Limited Liability Company organized and existing under the laws of Delaware

0059242735 - 9502

CALIFORNIA Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3005 1/01

VMP-6(CA) (0005)

Page 1 of 15

Initials: *DM*

05/27/2004 12:11:15 PM

VMP MORTGAGE FORMS - (800)621-7281

Public Record

47076380.703

Lender's address is One City Boulevard West Orange, CA 92868

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is Town and Country Title Services, Inc.

(E) "Note" means the promissory note signed by Borrower and dated May 27, 2004  
The Note states that Borrower owes Lender fifty thousand and 00/100

Dollars

(U.S. \$ 50,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 1, 2034

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard

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MP-6(CA) (0006)

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Public Record

to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

County of RIVERSIDE  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

**LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF:**

Parcel ID Number: 447-290-004

which currently has the address of

26792 GIRARD STREET

[Street]

HEMET

[City], California 92544

[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.**

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

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Public Record

currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be

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Public Record

in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

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Public Record

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

0059242735 - 9502

Initials: *OM*

U/MS -6(CA) (9908).02

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05/27/2004 12:11:15 Form 3005 3/99

Public Record



the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender

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to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

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requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**23. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

**24. Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

**25. Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

\_\_\_\_\_  
*Debra K. Newcomb* (Seal)  
DEBRA K. NEWCOMB -Borrower

\_\_\_\_\_  
\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

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(Seal)  
-Borrower

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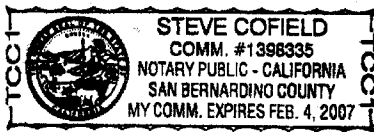
County of \_\_\_\_\_ } ss:

On 11 June 2004 before me, STEVE COFIELD  
Day/Month/Year Notary Public

personally appeared Debra K Newcomb

personally known to me (or proven to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument

Witness my hand and official seal.



Steve Cofield (Seal)  
Notary Public

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## EXHIBIT A

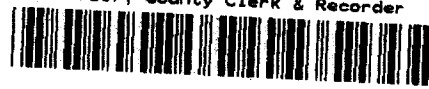
THAT PORTION OF THE WESTERLY 4 ACRES OF THE NORTH HALF OF LOT 2 IN BLOCK 205 OF THE LANDS OF THE HEMET LAND COMPANY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 1, PAGE 14 OF MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING ON THE CENTERLINE OF GIRARD STREET, 60 FEET NORTH OF THE INTERSECTION OF THE CENTERLINE OF GIRARD STREET WITH THE SOUTH LINE OF THE NORTH HALF OF SAID LOT 2, EXTENDED WESTERLY;  
THENCE NORTH, ALONG THE CENTERLINE OF GIRARD STREET, 60 FEET;  
THENCE EAST, PARALLEL WITH THE SOUTH LINE OF THE NORTH HALF OF SAID LOT, 130 FEET;  
THENCE SOUTH, PARALLEL WITH THE CENTERLINE OF GIRARD STREET, 60 FEET;  
THENCE WEST, PARALLEL WITH THE SOUTH LINE OF THE NORTH HALF OF SAID LOT, 130 FEET, TO THE CENTERLINE OF GIRARD STREET, THE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION IN GIRARD STREET.

DOC # 2005-0912926  
11/02/2005 08:00A Fee:9.00  
Page 1 of 1

Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



RETURN TO:  
S. A. Wileman  
Orion Financial Group, Inc.  
2860 Exchange Blvd. # 100  
Southlake, TX 76092

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.	
	1		1		1					
A	R	L				COPY	LONG	REFUND	NCHG	EXAM



**Assignment of Deed of Trust**

Send Any Notices To Assignee.

For Valuable Consideration, the undersigned, **ARGENT MORTGAGE COMPANY, LLC One City Boulevard West, Orange, CA 92868 (Assignor)** by these presents does assign and set over, without recourse, to **CITIFINANCIAL MORTGAGE COMPANY, INC 1111 Northpoint Drive, Building 4 Suite 100, Coppell, TX 75019 (Assignee)** the described deed of trust, together with certain note(s) described with all interest, all liens, any rights due or to become due thereon, executed by **DEBRA K NEWCOMB, AN UNMARRIED WOMAN** to ARGENT MORTGAGE COMPANY, LLC. Said deed of trust Dated: 5/27/2004 is recorded in the State of CA, County of Riverside on 6/15/2004, Instrument no. 2004-0458650 AMOUNT: \$ 50,000.00  
Property Address: 26792 GIRARD STREET, HEMET, CA 92544

9

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed as a sealed instrument by its proper officer. Executed on: October 14, 2005

ARGENT MORTGAGE COMPANY, LLC  
Orion Financial Group, Inc. Attorney in fact

By:

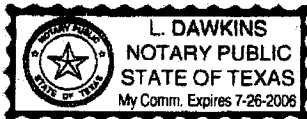
M. E. Wileman, President



NEWCOMB CITI JJB \*05093847\*

State of Texas, County of Tarrant

On 10/14/2005, before me, L. Dawkins, personally appeared, M. E. Wileman, President personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon which the person(s) acted, executed the instrument. WITNESS my hand and official seal.



Notary public, L. Dawkins  
My commission expires: July 26, 2006

CA Riverside

5002137825  
CITI-W/AMERIMTGC0

Public Record

When recorded please mail to:  
Mail Stop# 5155  
Code Enforcement Department  
39493 Los Alamos Rd.  
Murrieta, CA 92563

DOC # 2009-0066512

02/11/2009 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



NOTICE OF NONCOMPLIANCE

Doc# M 062

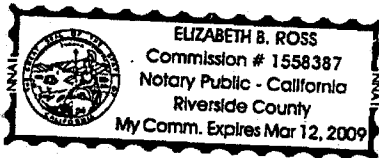
In the matter of the Property of )  
Debra Kaye Slayton )

Case No.: CV08-02856

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No.348, (RCC Title 17.24.010) described as Excessive outside Storage. Such Proceedings are based upon the noncompliance of such real property, located at 26792 Girard, Hemet, CA, and more particularly described as Assessor's Parcel Number 447-290-004 and having a legal description of 0.13 Acres, MB 1/14, LOT 2, BLK 205. Records of Riverside County, with the requirements of Ordinance No.348 (RCC Title 17.24.010).

The owner has been advised to immediately correct the above-referenced violation to avoid further action by the County of Riverside, which may include remediation or restoration to abate the public nuisance or other remedies available to the department by a court of competent jurisdiction. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 39493 Los Alamos Road, Murrieta, CA,; Attention Code Enforcement Officer Keith Ross (951) 600-6140.

NOTICE IS FURTHER GIVEN in accordance with §17274 and §24436.5 of the California Revenue and Taxation Code, that a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the taxable year affected by these proceedings.



COUNTY OF RIVERSIDE  
DEPARTMENT OF CODE ENFORCEMENT

By:   
Mark Slocum  
Code Enforcement Department

**ACKNOWLEDGEMENT**

State of California )  
County of Riverside )

On 02/05/09 before me, Elizabeth B. Ross, Notary Public, personally appeared Mark Slocum, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Commission # 1558387 Comh. Expires March 12, 2009





COUNTY OF RIVERSIDE  
CODE ENFORCEMENT DEPARTMENT

NOTICE OF VIOLATION

CASE No.: CV 10-01980

THE PROPERTY AT: 26792 Grand St APN#: 447 290 064

WAS INSPECTED BY OFFICER: Rdr ID#: 114 ON 05/10 AT 11:00 am/pm

AND FOUND TO BE IN VIOLATION OF RIVERSIDE COUNTY CODE(S) AS FOLLOWS:

<input type="radio"/> 5.28.040 (RCO 593)	Excessive Yard Sales - Cease yard sale. Limit of 3 yard sale events, not over 3 consecutive days, per year.	<input type="radio"/> 17.252.030 (RCO 348)	Unpermitted Outdoor Advertising Display - Obtain a permit from the Planning Dept. or remove display.
<input type="radio"/> 8.28.030 (RCO 821)	Unfenced Pool - Install or provide adequate fencing to secure the pool.	<input type="radio"/> 17.172.205 (RCO 348)	Prohibited Fencing - Remove fence. Fences shall not be constructed of garage doors, tires, pallets or other materials not typically used for the construction of fences.
<input checked="" type="radio"/> 8.120.010 (RCO 541)	Accumulated Rubbish - Remove all rubbish & dispose of in an approved legal landfill.	<input type="radio"/> 17. (RCO 348)	Excessive Outside Storage: Storage of Unpermitted Mobile Home(s) Not Allowed - Remove unpermitted mobile home(s) from the property.
<input type="radio"/> 15.08.010 (RCO 457)	Unpermitted Construction - Cease construction. Obtain the appropriate permits from the Bldg. & Safety and Planning Departments or demolish the	<input type="radio"/> 17. (RCO 348)	Occupied RV/Trailer - Cease occupancy & disconnect all utilities to RV/Trailer.
<input type="radio"/> 15.12.020(J)(2) (RCO 457)	Unapproved Grading/Clearing - Cease grading/clearing/stockpiling/importing fill. Obtain a Restoration Assessment from the Dept. of Building & Safety. Perform complete restoration and remediation of the property affected by the unapproved grading in accordance with the Restoration Assessment.	<input type="radio"/> 17. (RCO 348)	Excessive Animals - Remove or reduce the number of to less than
<input type="radio"/> 15.16.020 (RCO 457)	Substandard Structure - Obtain a permit from the Bldg. & Safety Dept. to rehabilitate per Notice of Defects or demolish the structure.	<input type="radio"/> 17. (RCO 348)	Unpermitted Land Use: Cease all business activities. Obtain Planning Dept. approval prior to resuming business operations.
<input type="radio"/> 15.48.010 (RCO 457)	Unpermitted Mobile Home - Vacate mobile home. Obtain the appropriate permits from the Planning Dept. & Dept. of Bldg. & Safety prior to occupancy or remove Mobile Home.	<input checked="" type="radio"/> 17. 24,010 (RCO 348)	Excessive Outside Storage - Remove or reduce all outside storage to less than NONE square feet at the rear of the property. ALLOWED
<input type="radio"/> 15.48.040 (RCO 457)	Substandard Mobile Home/Trailer/RV - Obtain a permit from the Bldg. & Safety Dept. to rehabilitate per Notice of Defects and Title 25 or demolish the Mobile Home/Trailer/RV.	<input type="radio"/>	

COMMENTS:

IMPORTANT! CORRECTION(S) MUST BE COMPLETED BY: 05/10. FAILURE TO COMPLY BY THIS DATE, MAY RESULT IN THE ISSUANCE OF AN ADMINISTRATIVE CITATION WITH FINES UP TO \$500.00 PER DAY, FOR EACH VIOLATION. YOU MAY BE CITED EACH DAY THAT THE VIOLATION(S) EXIST BEYOND THE CORRECTION DATE. IN ADDITION, OTHER ENFORCEMENT ACTION, PENALTIES AND THE IMPOSITION OF A LIEN ON THE PROPERTY FOR THE ABATEMENT AND ENFORCEMENT COSTS MAY RESULT IF COMPLIANCE IS NOT ACHIEVED BY THE CORRECTION DATE.

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$109 AS DETERMINED BY THE BOARD OF SUPERVISORS. YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO RIVERSIDE COUNTY ORDINANCE 725 AND RIVERSIDE COUNTY CODE 1.16.

SIGNATURE \_\_\_\_\_ PRINT NAME \_\_\_\_\_ DATE \_\_\_\_\_  PROPERTY OWNER  TENANT

CDL/CID# \_\_\_\_\_ D.O.B. \_\_\_\_\_ EXHIBIT NO. E  POSTED



# COUNTY OF RIVERSIDE CODE ENFORCEMENT DEPARTMENT

## NOTICE OF VIOLATION

CASE No.: CV 110-01980

THE PROPERTY AT: 26792 Grand St

APN#: 447-290-004

WAS INSPECTED BY OFFICER: Ryder

ID#: 114

ON 4/11/10

AT 110 am/pm

AND FOUND TO BE IN VIOLATION OF RIVERSIDE COUNTY CODE(S) AS FOLLOWS:

<input type="checkbox"/>	5.28.040 (RCO 593)	<b>Excessive Yard Sales</b> - Cease yard sale. Limit of 3 yard sale events, not over 3 consecutive days, per year.	<input type="checkbox"/>	17.252.030 (RCO 348)	<b>Unpermitted Outdoor Advertising Display</b> - Obtain a permit from the Planning Dept. or remove display.
<input type="checkbox"/>	8.28.030 (RCO 821)	<b>Unfenced Pool</b> - Install or provide adequate fencing to secure the pool.	<input type="checkbox"/>	17.172.205 (RCO 348)	<b>Prohibited Fencing</b> - Remove fence. Fences shall not be constructed of garage doors, tires, pallets or other materials not typically used for the construction of fences.
<input type="checkbox"/>	8.120.010 (RCO 541)	<b>Accumulated Rubbish</b> - Remove all rubbish & dispose of in an approved legal landfill.	<input type="checkbox"/>	17. _____ (RCO 348)	<b>Excessive Outside Storage: Storage of Unpermitted Mobile Home(s) Not Allowed</b> - Remove unpermitted mobile home(s) from the property.
<input type="checkbox"/>	15.08.010 (RCO 457)	<b>Unpermitted Construction</b> - Cease construction. Obtain the appropriate permits from the Bldg. & Safety and Planning Departments or demolish the _____.	<input type="checkbox"/>	17. _____ (RCO 348)	<b>Occupied RV/Trailer</b> - Cease occupancy & disconnect all utilities to RV/Trailer.
<input type="checkbox"/>	15.12.020(J)(2) (RCO 457)	<b>Unapproved Grading/Clearing</b> - Cease grading/clearing/stockpiling/importing fill. Obtain a Restoration Assessment from the Dept. of Building & Safety. Perform complete restoration and remediation of the property affected by the unapproved grading in accordance with the Restoration Assessment.	<input type="checkbox"/>	17. _____ (RCO 348)	<b>Excessive Animals</b> - Remove or reduce the number of _____ to less than _____.
<input checked="" type="checkbox"/>	15.16.020 (RCO 457)	<b>Substandard Structure</b> - Obtain a permit from the Bldg. & Safety Dept. to rehabilitate per Notice of Defects or demolish the structure.	<input type="checkbox"/>	17. _____ (RCO 348)	<b>Unpermitted Land Use:</b> _____ Cease all business activities. Obtain Planning Dept. approval prior to resuming business operations.
<input type="checkbox"/>	15.48.010 (RCO 457)	<b>Unpermitted Mobile Home</b> —Vacate mobile home. Obtain the appropriate permits from the Planning Dept. & Dept. of Bldg. & Safety prior to occupancy or remove Mobile Home.	<input type="checkbox"/>	17. _____ (RCO 348)	<b>Excessive Outside Storage</b> - Remove or reduce all outside storage to less than _____ square feet at the rear of the property.
<input type="checkbox"/>	15.48.040 (RCO 457)	<b>Substandard Mobile Home/Trailer/RV</b> - Obtain a permit from the Bldg. & Safety Dept. to rehabilitate per Notice of Defects and Title 25 or demolish the Mobile Home/Trailer/RV.	<input type="checkbox"/>		

COMMENTS: For defects see Notice of Defects

**IMPORTANT! CORRECTION(S) MUST BE COMPLETED BY: 04/11/10. FAILURE TO COMPLY BY THIS DATE, MAY RESULT IN THE ISSUANCE OF AN ADMINISTRATIVE CITATION WITH FINES UP TO \$500.00 PER DAY, FOR EACH VIOLATION. YOU MAY BE CITED EACH DAY THAT THE VIOLATION(S) EXIST BEYOND THE CORRECTION DATE. IN ADDITION, OTHER ENFORCEMENT ACTION, PENALTIES AND THE IMPOSITION OF A LIEN ON THE PROPERTY FOR THE ABATEMENT AND ENFORCEMENT COSTS MAY RESULT IF COMPLIANCE IS NOT ACHIEVED BY THE CORRECTION DATE.**

**NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$ 109. AS DETERMINED BY THE BOARD OF SUPERVISORS. YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO RIVERSIDE COUNTY ORDINANCE 725 AND RIVERSIDE COUNTY CODE 1.16.**

\_\_\_\_\_  
SIGNATURE PRINT NAME DATE  PROPERTY OWNER  TENANT

\_\_\_\_\_  
CDL/CID# D.O.B. EXHIBIT NO. E2  POSTED

**RIVERSIDE COUNTY DEPARTMENT OF BUILDING AND SAFETY  
CODE ENFORCEMENT NOTICE OF DEFECTS**

**SUBSTANDARD BUILDING CONDITIONS:**

		UNIFORM HOUSING CODE SECTIONS	HEALTH & SAFETY CODE SECTIONS
1. <input type="checkbox"/>	Lack of or improper water closet, lavatory, bathtub, shower or kitchen sink.....	1001(b)1,2,3	17920.3(a)1,2,3
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
2. <input type="checkbox"/>	Lack of hot and cold running water to plumbing fixtures .....	1001(b)4,5	17920.3(a)4,5
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
3. <input type="checkbox"/>	Lack of connection to required sewage system.....	1001(b)14	17920.3(a)14
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
4. <input checked="" type="checkbox"/>	Hazardous plumbing.....	1001(f)	17920.3(e)
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
5. <input checked="" type="checkbox"/>	Lack of required electrical lighting.....	1001(b)10	17920.3(a)10
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
6. <input checked="" type="checkbox"/>	Hazardous Wiring.....	1001(e)	17920.3(d)
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
7. <input type="checkbox"/>	Lack of adequate heating facilities.....	1001(o)6	17920.3(a)6
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
8. <input type="checkbox"/>	Deteriorated or inadequate foundation.....	1001(e)1	17920.3(b)1
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
9. <input type="checkbox"/>	Defective or deteriorated flooring or floor supports.....	1001(c)2	17920.3(b)2
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
10. <input checked="" type="checkbox"/>	Members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration.....	1001(c)4	17920.3(b)4
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
11. <input checked="" type="checkbox"/>	Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split, or buckle due to defective material or deterioration.....	1001(c)6	17920.3(b)6
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
12. <input checked="" type="checkbox"/>	Dampness of habitable rooms.....	1001(b)11	17920.3(a)11
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
13. <input checked="" type="checkbox"/>	Faulty weather protection.....	1001(h)1-4	17920.3(g)1-4
	A. Deteriorated or ineffective weather proofing of exterior walls, roof or floors including broken windows or doors, lack of paint or other approved wall covering.		
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
14. <input checked="" type="checkbox"/>	General dilapidation or improper maintenance.....	1001(b)13	17920.3(a)13
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
15. <input type="checkbox"/>	Fire hazard.....	1001(i)	17920.3(h)
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
16. <input type="checkbox"/>	Extensive fire damage.....		
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
17. <input checked="" type="checkbox"/>	Public and attractive nuisance - abandoned/vacant.....		
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
18. <input type="checkbox"/>	Improper occupancy.....	1001(a)	17920.3(n)
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
19. <input type="checkbox"/>	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
20. <input type="checkbox"/>	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		

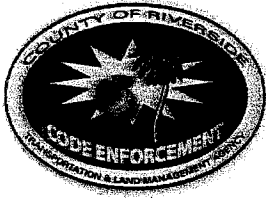
\*\*\* YOU MUST CORRECT THE ABOVE CONDITIONS WITHIN 30 DAYS OF THE DATE OF THIS NOTICE

Case No. CV1001980 Address 20792 GIRARD STREET

Date 3-10-2010 Officer DURANT / RYDER

EXHIBIT NO. E<sup>3</sup>





**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**AFFIDAVIT OF POSTING OF NOTICES**

March 15, 2010

RE CASE NO: CV1001980

I, R. Ryder, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 39493 Los Alamos Road, Suite #A, Murrieta, California 92563 .

That on 03/11/10 at Haw, I securely and conspicuously posted  
Notice of Violation (2)

at the property described as:

**Property Address:** 26792 GIRARD ST, HEMET

**Assessor's Parcel Number:** 447-290-004

I declare under the penalty of perjury that the foregoing is true and correct.

Executed on March 15, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

  
By: R. Ryder, Code Enforcement Officer

EXHIBIT NO. E<sup>4</sup>



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**AFFIDAVIT OF POSTING OF NOTICES**

June 30, 2010

RE CASE NO: CV1001980

I, Wayne Durant, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 39493 Los Alamos Road, Suite #A, Murrieta, California 92563 .

That on 03/11/2010 at 11:05 AM, I securely and conspicuously posted Notice of Defects for R.C.C. 15.16.020 \"Substandard Structure\" at the property described as:

**Property Address:** 26792 GIRARD ST, HEMET

**Assessor's Parcel Number:** 447-290-004

I declare under the penalty of perjury that the foregoing is true and correct.

Executed on June 30, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT


By:   
Wayne Durant, Code Enforcement Officer

EXHIBIT NO.       E<sup>5</sup>



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**JOHN BOYD**  
Director

**NOTICE OF VIOLATION**

March 15, 2010

DEBRA KAYE SLAYTON  
26792 GIRARD ST  
HEMET, CA. 92544

RE CASE NO: CV1001980 at 26792 GIRARD ST, HEMET, California, Assessor's Parcel Number 447-290-004

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 26792 GIRARD ST, HEMET California, Assessor's Parcel Number 447-290-004, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541) , 17.12.040 (Ord. 348) , 15.16.020 (Ord. 457), of the Riverside County Code.

**Said violation is described as:**

- 1) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.
- 2) 17.12.040 (Ord. 348) - All outdoor storage is required to conform to the standards provided in the permitted uses for the size and type of property.
- 3) 15.16.020 (Ord. 457) - An inspection was made of the above-referenced subject property in response to complaints received by this office. The structure(s) was/were found to be substandard and a public nuisance in violation of Riverside County Code Section 15.16, and as such, was posted with a "Danger Do Not Enter" sign and a copy of the enclosed "Notice of Defects," which sets forth the conditions that render the building unsafe for human habitation.

**NOTICE IS HEREBY GIVEN** that failure to comply with this notice will result in further civil, criminal, or administrative proceedings for demolition of the structure(s) and abatement of the public nuisance and could result in the imposition of a lien on the subject property(ies) for costs, including attorney's fees, related to the enforcement of all ordinances and abatement of violative conditions. A "Notice of Noncompliance" has been recorded with the Riverside County Recorder's Office. At the conclusion of this case, you will receive a Statement of Expense associated with the abatement of such nuisance.

**NOTICE IS FURTHER GIVEN** that in accordance with Sections 17274 and 24436.5 of the Revenue and Taxation Code, a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the taxable year affected by these abatement proceedings.

**YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:**

- 1) Remove all rubbish and dispose of it in an approved, legal landfill.
- 2) Remove all outside storage. None allowed.
- 3) THE OWNER OF RECORD of the subject property is hereby noticed and ordered within thirty (30) days of this notice to obtain all necessary permits from the Department of Building and Safety and to correct or abate the unsafe conditions either by repairing all violative conditions indicated in the attached "Notice of Defects" or demolition and removal of the structure(s). ALL PARTIES WITH INTEREST in the subject property may comply with the provisions of this notice within fifteen (15) days after the expiration of the thirty (30) day period.

39493 LOS ALAMOS ROAD, SUITE #A, MURRIETA, CALIFORNIA 92563  
(951) 600-6140 • FAX (951) 600-6190

**EXHIBIT NO.**                     E6

COMPLIANCE MUST BE COMPLETED BY April 10, 2010. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$109.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.

CODE ENFORCEMENT DEPARTMENT

By: R Ryder, Code Enforcement Officer

EXHIBIT NO. E7

**RIVERSIDE COUNTY DEPARTMENT OF BUILDING AND SAFETY  
CODE ENFORCEMENT NOTICE OF DEFECTS**

**SUBSTANDARD BUILDING CONDITIONS:**

UNIFORM HOUSING CODE SECTIONS    HEALTH & SAFETY CODE SECTIONS

1. <input type="checkbox"/>	Lack of or improper water closet, lavatory, bathtub, shower or kitchen sink.....	1001(b)1,2,3	17920.3(a)1,2,3
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
2. <input type="checkbox"/>	Lack of hot and cold running water to plumbing fixtures .....	1001(b)4,5	17920.3(a)4,5
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
3. <input type="checkbox"/>	Lack of connection to required sewage system.....	1001(b)14	17920.3(a)14
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
4. <input checked="" type="checkbox"/>	Hazardous plumbing.....	1001(f)	17920.3(e)
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
5. <input checked="" type="checkbox"/>	Lack of required electrical lighting.....	1001(b)10	17920.3(a)10
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
6. <input checked="" type="checkbox"/>	Hazardous Wiring.....	1001(e)	17920.3(d)
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
7. <input type="checkbox"/>	Lack of adequate heating facilities.....	1001(o)6	17920.3(a)6
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
8. <input type="checkbox"/>	Deteriorated or inadequate foundation.....	1001(c)1	17920.3(b)1
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
9. <input type="checkbox"/>	Defective or deteriorated flooring or floor supports.....	1001(c)2	17920.3(b)2
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
10. <input checked="" type="checkbox"/>	Members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration.....	1001(c)4	17920.3(b)4
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
11. <input checked="" type="checkbox"/>	Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split, or buckle due to defective material or deterioration.....	1001(c)6	17920.3(b)6
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
12. <input checked="" type="checkbox"/>	Dampness of habitable rooms.....	1001(b)11	17920.3(a)11
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
13. <input checked="" type="checkbox"/>	Faulty weather protection.....	1001(h)1-4	17920.3(g)1-4
	A. Deteriorated or ineffective weather proofing of exterior walls, roof or floors including broken windows or doors, lack of paint or other approved wall covering.		
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
14. <input checked="" type="checkbox"/>	General dilapidation or improper maintenance.....	1001(b)13	17920.3(a)13
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
15. <input type="checkbox"/>	Fire hazard.....	1001(i)	17920.3(h)
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
16. <input type="checkbox"/>	Extensive fire damage.....		
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
17. <input checked="" type="checkbox"/>	Public and attractive nuisance - abandoned/vacant.....		
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
18. <input type="checkbox"/>	Improper occupancy.....	1001(n)	17920.3(n)
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
19. <input type="checkbox"/>	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
20. <input type="checkbox"/>	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		

\*\*\* YOU MUST CORRECT THE ABOVE CONDITIONS WITHIN 30 DAYS OF THE DATE OF THIS NOTICE

Case No. CV1001980                    Address 20792 GIRARD STREET

Date 3-10-2010                    Officer DURANT / RYDER                    8

EXHIBIT NO. E

285-025 (4/96)

Distribution: White-Case File; Canary-Property Owner; Pink-To Be Posted On Structure



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**PROOF OF SERVICE**

Case No. CV1001980

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, LaKisha Covington, declare that I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is at the footer of this notice.

That on March 15, 2010, I served the following documents(s):

**NOTICE RE: Notice of Violation and Notice of Defects**

by placing a true copy thereof enclosed in a sealed envelope(s) by **BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED** addressed as follows:

DEBRA KAYE SLAYTON 26792 GIRARD ST, HEMET, CA. 92544

XX **By First Class Mail.** I am readily familiar with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service with postage thereon fully prepaid in the County of Riverside, California, in the ordinary course of business.

XX **STATE.** I declare under the penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED ON March 15, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

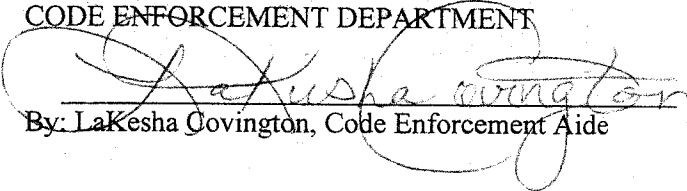
  
By: LaKisha Covington, Code Enforcement Aide

EXHIBIT NO.           E<sup>9</sup>

CV10-01980  
447

County of Riverside  
Code Enforcement Department  
39493 Los Alamos Road  
Murrieta, CA 92563

1  
a  
[Handwritten signature]

Q  
D

**U.S. Postal Service**<sup>TM</sup>  
**CERTIFIED MAIL**<sup>TM</sup> RECEIPT  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)  
**OFFICIAL USE**

2E22 5424 E000 064T 2002

**CERTIFIED MAIL**<sup>TM</sup>



7007 1490 0003 4245 2237

FIRST CLASS

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		

Postmark  
Here

DEBRA KAY SLAYTON  
26792 GIRARD STREET  
HEMET, CA 92544  
CV10-01980/447

DEBRA KAY SLAYTON  
26792 GIRARD STREET  
HEMET, CA 92544

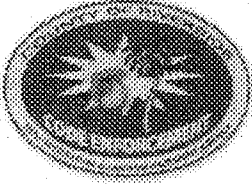
REC'D MAR 20 2010

UNITED STATES POSTAGE  
  
 02 1M  
 0004234315  
 MAILED FROM ZIP CODE 92504  
**\$ 05.710**  
 MAR 16 2010  
 PRIORITY MAIL

3254 9254 9999

RETURN RECEIPT REQUESTED

EXHIBIT NO.       E10



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

GLENN BAUDE  
Director

**NOTICE OF VIOLATION**

August 23, 2010

Citi Financial Mortgage Inc.  
1111 Northpoint Dr., Bldg. 4, Ste. 100  
Coppell, TX 75019

RE CASE NO: CV1001980 at 26792 GIRARD ST. HEMET, California. Assessor's Parcel Number 447-290-004

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 26792 GIRARD ST, HEMET California. Assessor's Parcel Number 447-290-004, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541) , 15.16.020 (Ord. 457), of the Riverside County Code.

**Said violation is described as:**

- 1) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.
- 2) 15.16.020 (Ord. 457) - An inspection was made of the above-referenced subject property in response to complaints received by this office. The structure(s) was/were found to be substandard and a public nuisance in violation of Riverside County Code Section 15.16, and as such, was posted with a "Danger Do Not Enter" sign and a copy of the enclosed "Notice of Defects," which sets forth the conditions that render the building unsafe for human habitation.

**NOTICE IS HEREBY GIVEN** that failure to comply with this notice will result in further civil, criminal, or administrative proceedings for demolition of the structure(s) and abatement of the public nuisance and could result in the imposition of a lien on the subject property(ies) for costs, including attorney's fees, related to the enforcement of all ordinances and abatement of violative conditions. A "Notice of Noncompliance" has been recorded with the Riverside County Recorder's Office. At the conclusion of this case, you will receive a Statement of Expense associated with the abatement of such nuisance.

**NOTICE IS FURTHER GIVEN** that in accordance with Sections 17274 and 24436.5 of the Revenue and Taxation Code, a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the taxable year affected by these abatement proceedings.

**YOU ARE HEREBY REQUIRED TO COMPLY** with the provisions of the ordinance by:

- 1) Remove all rubbish and dispose of it in an approved, legal landfill.
- 2) **THE OWNER OF RECORD** of the subject property is hereby noticed and ordered within thirty (30) days of this notice to obtain all necessary permits from the Department of Building and Safety and to correct or abate the unsafe conditions either by repairing all violative conditions indicated in the attached "Notice of Defects" or demolition and removal of the structure(s). **ALL PARTIES WITH INTEREST** in the subject property may comply with the provisions of this notice within fifteen (15) days after the expiration of the thirty (30) day period.

**COMPLIANCE MUST BE COMPLETED BY** September 22, 2010. **FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.**

39493 LOS ALAMOS ROAD, SUITE #A, MURRIETA, CALIFORNIA 92563  
(951) 600-6140 • FAX (951) 600-6190

**EXHIBIT NO.**           E<sup>11</sup>



NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$119.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

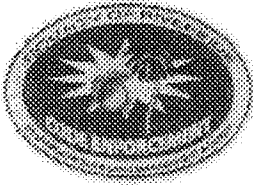
YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.

CODE ENFORCEMENT DEPARTMENT

By: Michael Sanders, Sr. Code Enforcement Officer

EXHIBIT NO. \_\_\_\_\_

E<sup>12</sup>



CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE

GLENN BAUDE  
Director

**PROOF OF SERVICE**

Case No. CV1001980

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Elizabeth Ross, declare that I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is at the footer of this notice.

That on August 23, 2010, I served the following documents(s):

**NOTICE RE: Notice of Violation**

by placing a true copy thereof enclosed in a sealed envelope(s) by **CERTIFIED MAIL, RETURN RECEIPT REQUESTED** addressed as follows:

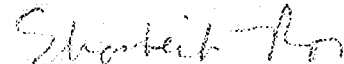
Citi Financial Mortgage Inc. 1111 Northpoint Dr., Bldg. 4, Ste. 100, Coppell, TX 75019

**By First Class Mail.** I am readily familiar with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service with postage thereon fully prepaid in the County of Riverside, California, in the ordinary course of business.

**STATE.** I declare under the penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED ON August 23, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

  
By: Elizabeth Ross, Code Enforcement Aide

39493 LOS ALAMOS ROAD, SUITE #A, MURRIETA, CALIFORNIA 92563  
(951) 600-6140 • FAX (951) 600-6190

EXHIBIT NO. EB

COUNTY OF RIVERSIDE  
CODE ENFORCEMENT DEPT.  
39493 LOS ALAMOS RD.  
MURRIETA, CA 92563

**CERTIFIED MAIL**



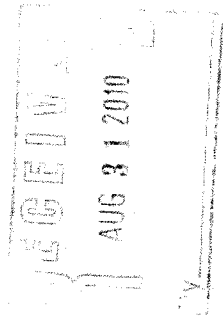
7009 2620 0004 4456 9293



U.S. POSTAGE  
FIRST CLASS  
**\$ 05.54**  
02 1A  
0004632914 AUG 24 2010  
MAILED FROM ZIP CODE 92501

1871 ML

**Citi Financ**  
**1111 North**  
**Coppell, TX**



FORWARD TIME EXP RTN TO SEND  
:CITY FINANCIAL MORTGAGE  
4010 REGENI BLVD  
IRVING TX 75069-2246

RETURN TO SENDER

7501 9293 9293 9293

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Postmark  
Here

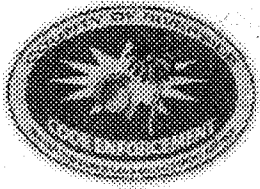
**Citi Financial Mortgage Inc.**  
**1111 Northpoint Dr., Bldg. 4, Ste. 100**  
**Coppell, TX 75019**  
**Cv10-01980 APN: 447-290**

PS Form 3800, August 2006

See Reverse for Instructions

EXHIBIT NO. \_\_\_\_\_

E14



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

GLENN BAUDE  
Director

**NOTICE OF VIOLATION**

September 1, 2010

Citi Financial Mortgage Inc.  
4010 Regent Blvd.  
Irving, TX 75063-2246

RE CASE NO: CV1001980 at 26792 GIRARD ST, HEMET, California, Assessor's Parcel Number 447-290-004

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 26792 GIRARD ST. HEMET California, Assessor's Parcel Number 447-290-004, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541) , 15.16.020 (Ord. 457), of the Riverside County Code.

**Said violation is described as:**

- 1) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.
- 2) 15.16.020 (Ord. 457) - An inspection was made of the above-referenced subject property in response to complaints received by this office. The structure(s) was/were found to be substandard and a public nuisance in violation of Riverside County Code Section 15.16, and as such, was posted with a "Danger Do Not Enter" sign and a copy of the enclosed "Notice of Defects," which sets forth the conditions that render the building unsafe for human habitation.

**NOTICE IS HEREBY GIVEN** that failure to comply with this notice will result in further civil, criminal, or administrative proceedings for demolition of the structure(s) and abatement of the public nuisance and could result in the imposition of a lien on the subject property(ies) for costs, including attorney's fees, related to the enforcement of all ordinances and abatement of violative conditions. A "Notice of Noncompliance" has been recorded with the Riverside County Recorder's Office. At the conclusion of this case, you will receive a Statement of Expense associated with the abatement of such nuisance.

**NOTICE IS FURTHER GIVEN** that in accordance with Sections 17274 and 24436.5 of the Revenue and Taxation Code, a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the taxable year affected by these abatement proceedings.

**YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:**

- 1) Remove all rubbish and dispose of it in an approved, legal landfill.
- 2) THE OWNER OF RECORD of the subject property is hereby noticed and ordered within thirty (30) days of this notice to obtain all necessary permits from the Department of Building and Safety and to correct or abate the unsafe conditions either by repairing all violative conditions indicated in the attached "Notice of Defects" or demolition and removal of the structure(s). ALL PARTIES WITH INTEREST in the subject property may comply with the provisions of this notice within fifteen (15) days after the expiration of the thirty (30) day period.

**COMPLIANCE MUST BE COMPLETED BY October 1, 2010. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.**

39493 LOS ALAMOS ROAD, SUITE #A, MURRIETA, CALIFORNIA 92563  
(951) 600-6140 • FAX (951) 600-6190

**EXHIBIT NO.** E15

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$119.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

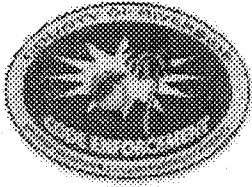
YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.

CODE ENFORCEMENT DEPARTMENT

By: Michael Sanders, Sr. Code Enforcement Officer

EXHIBIT NO. \_\_\_\_\_

E<sup>16</sup>



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

GLENN BAUDE  
Director

**PROOF OF SERVICE**

Case No. CV1001980

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Elizabeth Ross, declare that I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is at the footer of this notice.

That on September 1, 2010, I served the following documents(s):

**NOTICE RE: NOTICE OF VIOLATION**

by placing a true copy thereof enclosed in a sealed envelope(s) by **CERTIFIED MAIL, RETURN RECEIPT REQUESTED** addressed as follows:

Citi Financial Mortgage Inc. 4010 Regent Blvd., Irving, TX 75063-2246

**By First Class Mail.** I am readily familiar with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service with postage thereon fully prepaid in the County of Riverside, California, in the ordinary course of business.

**STATE.** I declare under the penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED ON September 1, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Elizabeth Ross, Code Enforcement Aide

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

OFFICIAL USE

7009 2820 0004 4456 9569

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		

Postmark  
Here

**Citi Financial Mortgage Inc.**  
**4010 Regent Blvd.**  
**Irving, TX 75063-2246**  
**Cv10-01980 APN: 447**

PS Form 3809, August 2006 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed **REC'D SEP 13 2010**

**Citi Financial Mortgage Inc.**  
**4010 Regent Blvd.**  
**Irving, TX 75063-2246**  
**Cv10-01980 APN: 447**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent -  Addressee  
 X *[Signature]*

B. Received by (Printed Name) *Michael H. Collier*

C. Date of Delivery *9-9-10*

D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below:

3.  Registered Mail  Express Mail  
 Return Receipt for Merchandise  
 C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number  
(Transfer from service label)

7009 2820 0004 4456 9569

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

EXHIBIT NO. E<sup>18</sup>

When recorded please call:  
Riverside County Code Enforcement Department  
(District 3 Office)  
39493 Los Alamos Road  
Murrieta, CA 92563  
Mail Stop No. 5155

DOC # 2010-0125635  
03/18/2010 08:00A Fee:NC  
Page 1 of 1  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



**NOTICE OF NONCOMPLIANCE**

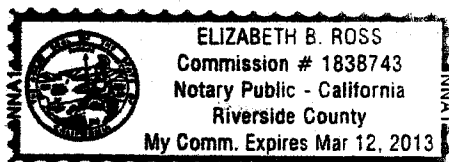
In the matter of the Property of )  
Debra Kaye Slayton ) Case No. CV10-01980

Ⓟ  
M  
039  
039

**NOTICE IS HEREBY GIVEN** to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 457, (RCC Title 15.16.020) described as Substandard Structure- dwelling with attached carport. Such proceedings are based upon the noncompliance of such real property, located at 26797 Girard Street, Hemet, CA, and more particularly described as Assessor's Parcel Number 447-290-004 and having a legal description of .13 ACRES POR LOT 2 BLK 205 MB 001/014 HEMET LAND CO, Records of Riverside County, with the requirements of Ordinance No. 457, (RCC Title 15.16.020).

The owner has been advised to immediately correct the above-referenced violations to avoid further action by the County of Riverside which may include demolition, removal, razing, etc., to abate the public nuisance. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 39493 Los Alamos Road, Murrieta, CA 92563; Attention Code Enforcement Officer R. Ryder, (951) 600-6140.

NOTICE IS FURTHER GIVEN in accordance with §17274 and §24436.5 of the California Revenue and Taxation Code, that a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the taxable year affected by these proceedings.



COUNTY OF RIVERSIDE  
DEPARTMENT OF CODE ENFORCEMENT

By Hector Viray  
Hector Viray  
Code Enforcement Department

**ACKNOWLEDGMENT**

State of California )  
County of Riverside )

On 03/17/10 before me, Elizabeth B. Ross, Notary Public, personally appeared Hector Viray, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Elizabeth B. Ross  
Commission # 1838743 Comm. Expires March 12, 2013

EXHIBIT NO. F



When recorded please call to:  
Riverside County Code Enforcement Department  
(District 3 Office)  
39493 Los Alamos Road  
Murrieta, CA 92563  
Mail Stop No. 5155

DOC # 2010-0125634  
03/18/2010 08:00A Fee:NC  
Page 1 of 1  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



**NOTICE OF NONCOMPLIANCE**

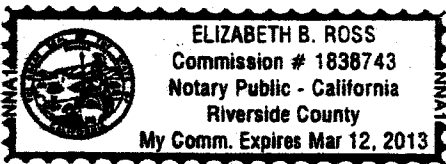
In the matter of the Property of )  
Debra Kaye Slayton ) Case No. CV10-01980

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039

**NOTICE IS HEREBY GIVEN** to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 348, (RCC Title 17.24.010) described as Excessive Outside Storage and Riverside County Ordinance No. 541, (RCC Title 8.120.010) described as Accumulated Rubbish. Such proceedings are based upon the noncompliance of such real property, located at 26797 Girard Street, Hemet, CA, and more particularly described as Assessor's Parcel Number 447-290-004 and having a legal description of .13 ACRES POR LOT 2 BLK 205 MB 001/014 HEMET LAND CO, Records of Riverside County, with the requirements of Ordinance No. 348 and 541, (RCC Title 17.24.010 and 8.120.010).

The owner has been advised to immediately correct the above-referenced violations to avoid further action by the County of Riverside which may include demolition, removal, razing, etc., to abate the public nuisance. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 39493 Los Alamos Road, Murrieta, CA 92563; Attention Code Enforcement Officer R. Ryder, (951) 600-6140.

NOTICE IS FURTHER GIVEN in accordance with §17274 and §24436.5 of the California Revenue and Taxation Code, that a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the taxable year affected by these proceedings.



COUNTY OF RIVERSIDE  
DEPARTMENT OF CODE ENFORCEMENT

By Hector Viray  
Hector Viray  
Code Enforcement Department

**ACKNOWLEDGMENT**

State of California )  
County of Riverside )

On 03/17/10 before me, Elizabeth B. Ross, Notary Public, personally appeared Hector Viray, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Elizabeth B. Ross  
Commission # 1838743 Comm. Expires March 12, 2013

EXHIBIT NO. F2

PAMELA J. WALLS  
County Counsel

OFFICE OF COUNTY COUNSEL  
COUNTY OF RIVERSIDE



KATHERINE A. LIND  
Assistant County Counsel

3960 ORANGE STREET, FIFTH FLOOR  
RIVERSIDE, CA 92501-3674  
TELEPHONE: 951/955-6300  
FAX: 951/955-6322 & 951/955-6363

October 13, 2010

NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS AND  
ABATE PUBLIC NUISANCE

TO: Owners and Interested Parties  
(See Attached Proof of Service  
and Notice List)

Case No.: CV 10-01980  
APN: 447-290-004; SLAYTON  
Property: 26792 Girard Street, Hemet

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 457 & 541 (RCC Titles 15 & 8) and 725 (RCC Title 1) to consider the abatement of the substandard structures and accumulated rubbish located on the SUBJECT PROPERTY described as 26792 Girard Street, Hemet, **Riverside County, California**, and more particularly described as Assessor's Parcel Number 447-290-004.

YOU ARE HEREBY DIRECTED as owner of the SUBJECT PROPERTY, to appear at this hearing to show cause why the SUBJECT PROPERTY should not be condemned as a public nuisance and be abated by removing the substandard structures and accumulated rubbish from the real property.

SAID HEARING will be held on **Tuesday, November 2, 2010, at 9:30 a.m.** in the Board of Supervisors Room, County Administrative Center, 4080 Lemon Street, 1<sup>st</sup> Floor Annex, Riverside, California at which time and place pertinent evidence will be received and/or testimony from all concerned parties will be heard. Failure to appear on your behalf will result in the exclusion of your testimony, and facts as known to the Code Enforcement Department ("Department") will be presented to the Board of Supervisors for consideration and deliberation in this matter.

Please be advised that the costs already accrued in this case, including but not limited to, enforcement and investigation costs, are recoverable by the Department, as allowed under Riverside County Ordinance No. 725. The Department may seek recovery of such costs from the property owner(s) which may result in a special assessment lien against the SUBJECT PROPERTY. Additionally, should the Department abate the property, the costs associated therewith, as well as all abatement costs allowed under Riverside County Ordinance No. 725 (RCC Title 1), will be sought from the property owner(s) and/or may result in a special assessment lien against the property.

**You are encouraged to contact Supervising Code Enforcement Officer Hector Viray at (951) 600-6140 or the undersigned prior to the hearing. Please meet the undersigned and Brian Black, Supervising Code Enforcement Officer, at 8:30 a.m. on the day of the hearing in the lobby of the 1<sup>st</sup> floor annex in front of the Clerk of the Board's Office to discuss the case.**

PAMELA J. WALLS  
Riverside County Counsel

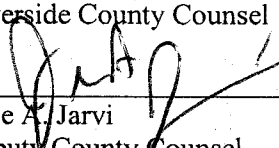
  
Julie A. Jarvi  
Deputy County Counsel

EXHIBIT NO. 6

# NOTICE LIST

Subject Property: 26792 Girard Street, Hemet  
Case No.: CV 10-01980; APN: 447-290-004; District 3

DEBRA KAYE SLAYTON  
26792 GIRARD STREET  
HEMET, CA 92544

CITIFINANCIAL MORTGAGE CO. INC.  
4010 REGENT BLVD.  
IRVING, TX 75063



Home | Help | Sign In

Track & Confirm FAQs

# Track & Confirm

## Search Results

Label/Receipt Number: 7009 3410 0000 1317 9018  
Service(s): Certified Mail™  
Status: Delivered

Your item was delivered at 11:49 am on October 19, 2010 in IRVING, TX 75063.

### Track & Confirm

Enter Label/Receipt Number.

Go >

Detailed Results:

- Delivered, October 19, 2010, 11:49 am, IRVING, TX 75063
- Arrival at Unit, October 19, 2010, 10:37 am, IRVING, TX 75063

### Notification Options

#### Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. [Go >](#)

Site Map Customer Service Forms Gov't Services Careers Privacy Policy Terms of Use Business Customer Gateway

Copyright© 2010 USPS. All Rights Reserved. No FEAR Act EEO Data FOIA

7009 3410 0000 1317 9018

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com).

**OFFICIAL USE**

Postage	\$ .44	Marked 10/13/10  Postmark: Here
Certified Fee	2.50	
Return Receipt Fee (Endorsement Required)	2.30	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 5.54	

Sent To: CITIFINANCIAL MORTGAGE CO INC  
 Street, or PO: 4010 REGENT BLVD  
 City, State: IRVING TX 75063

PS Form 3800, August 2006 See Reverse for Instructions

EXHIBIT NO. 63



[Track & Confirm](#)

[FAQs](#)

### Track & Confirm

#### Search Results

Label/Receipt Number: 7009 3410 0000 1317 9025

Service(s): **Certified Mail™**

Status: **Undeliverable as Addressed**

Your item was undeliverable as addressed at 2:42 pm on October 18, 2010 in HEMET, CA 92544. It is being returned if appropriate information is available.

#### Track & Confirm

Enter Label/Receipt Number.

Input field with "Go >" button

#### Notification Options

##### Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. [Go >](#)

[Site Map](#)   [Customer Service](#)   [Forms](#)   [Gov't Services](#)   [Careers](#)   [Privacy Policy](#)   [Terms of Use](#)   [Business Customer Gateway](#)

Copyright© 2010 USPS. All Rights Reserved.   No FEAR Act EEO Data   FOIA

7009 3410 0000 1317 9025

### U.S. Postal Service <sup>(TM)</sup> CERTIFIED MAIL <sup>(TM)</sup> RECEIPT *(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

## OFFICIAL USE

Postage	\$ 1.44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 5.54</b>

HAND 10/13/10

Postmark Here

**Sent To**

Street, A, or PO Box DEBRA KAYE SLAYTON

City, State HEMET CA 92544

PS Form 3800, August 2006   See Reverse for Instructions

EXHIBIT NO.                      **G<sup>4</sup>**

1 **PROOF OF SERVICE**

2 Case No. CV 10-01980

3 STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

4 I, Brenda Peeler, declare that I am a citizen of the United States and am employed in the County of  
5 Riverside, over the age of 18 years and not a party to the within action or proceeding; that my  
6 business address is 3960 Orange Street, 5<sup>th</sup> Floor, Riverside, California 92501.

7 That on October 13, 2010, I served the following document(s):

8 **NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS  
9 AND ABATE PUBLIC NUISANCE**

10 by placing a true copy thereof enclosed in a sealed envelope(s) addressed as follows:

11 **Owners or Interested Parties  
12 (see attached notice list)**

13 XX **BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED.** I am "readily familiar"  
14 with the office's practice of collection and processing correspondence for mailing. Under  
15 that practice it would be deposited with the U.S. Postal Service on that same day with  
16 postage thereon fully prepaid at Riverside, California, in the ordinary course of business.

17      **BY PERSONAL SERVICE:** I caused to be delivered such envelope(s) by hand to the offices  
18 of the addressee(s).

19 XX **STATE - I declare under penalty of perjury under the laws of the State of California that the**  
20 **above is true and correct.**

21      **FEDERAL - I declare that I am employed in the office of a member of the bar of this court at**  
22 **whose direction the service was made.**

23 EXECUTED ON October 13, 2010, at Riverside, California.

24   
25 \_\_\_\_\_  
26 BRENDA PEELER

27  
28 EXHIBIT NO. \_\_\_\_\_ 6<sup>5</sup>



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

GLENN BAUDE  
Director

**AFFIDAVIT OF POSTING OF NOTICES**

October 18, 2010

RE CASE NO: CV1001980

I, Michael Sanders, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 39493 Los Alamos Road, Suite #A, Murrieta, California 92563 .

That on OCTOBER 14, 2010 at 2:05 PM, I securely and conspicuously posted NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS at the property described as:

**Property Address:** 26792 GIRARD ST, HEMET

**Assessor's Parcel Number:** 447-290-004

I declare under the penalty of perjury that the foregoing is true and correct.

Executed on October 18, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Michael Sanders, Sr. Code Enforcement Officer

EXHIBIT NO. 56

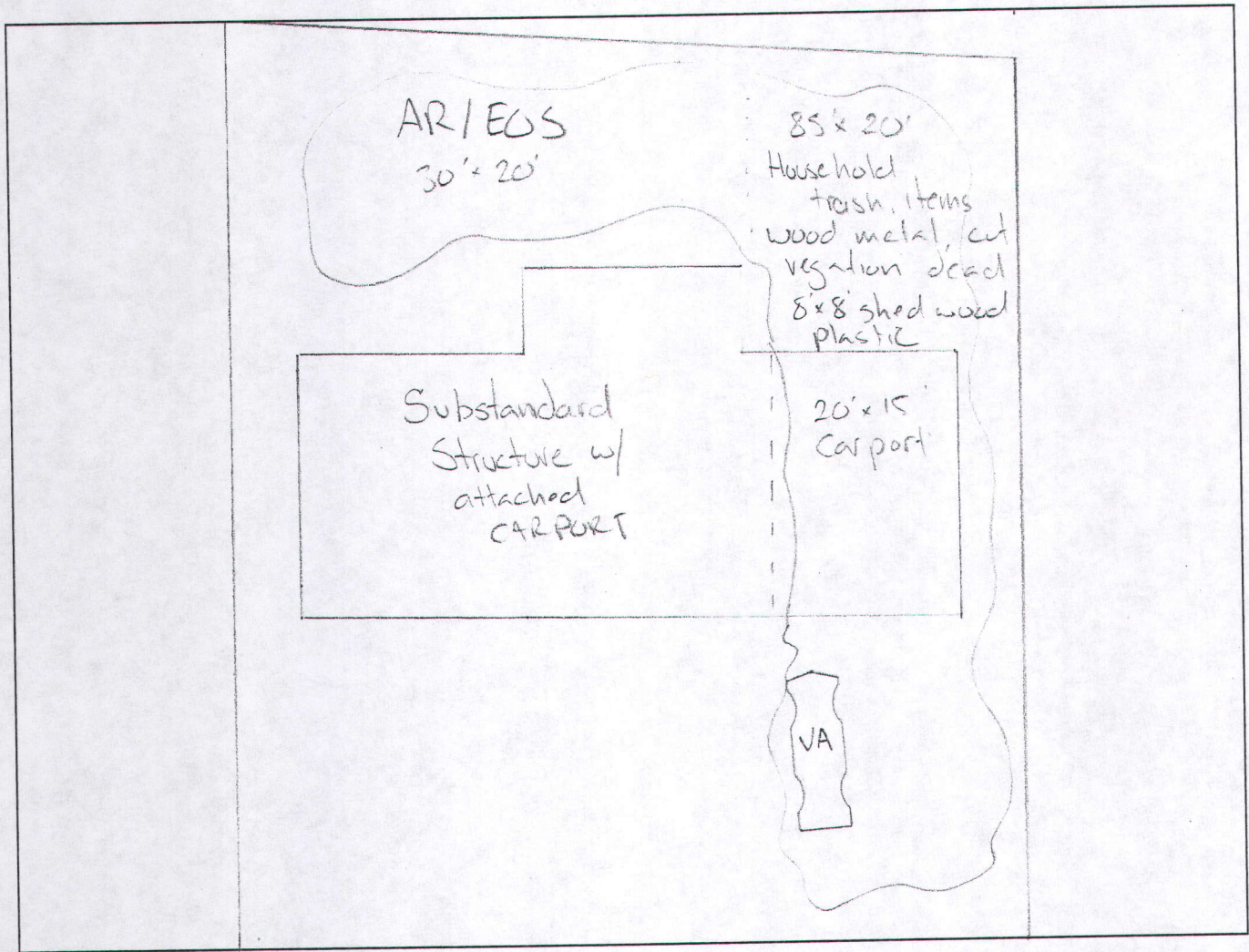


# SITE PLAN: Case # CV-1001980

OWNER(S): DEBRA KAYE SLAYTON  
SITE ADDRESS: 26792 GIRARD ST, HEMET  
ASSESSOR'S PARCEL: 447-290-004  
ACREAGE: 0.129999

NORTH ARROW: 

REAR PROPERTY LINE



FRONT PROPERTY LINE: 26792 GIRARD ST, HEMET

PREPARED BY: Ryder DATE: 03/11/10

EXHIBIT NO. D



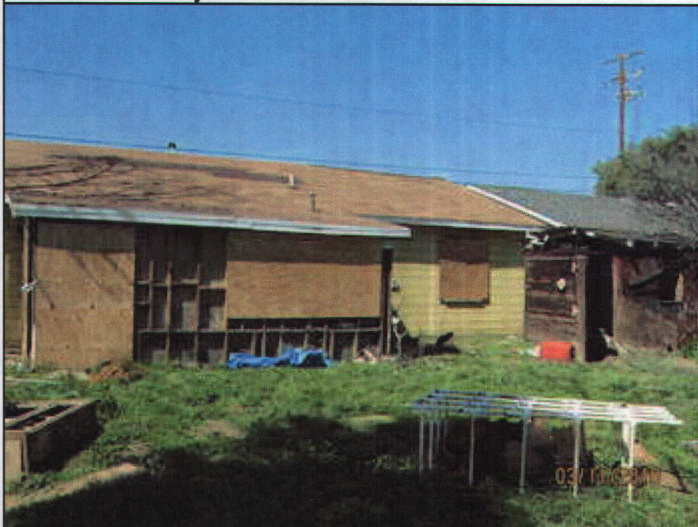
Photographs



R Ryder - Overview of Residence



R Ryder - Overview of Residence



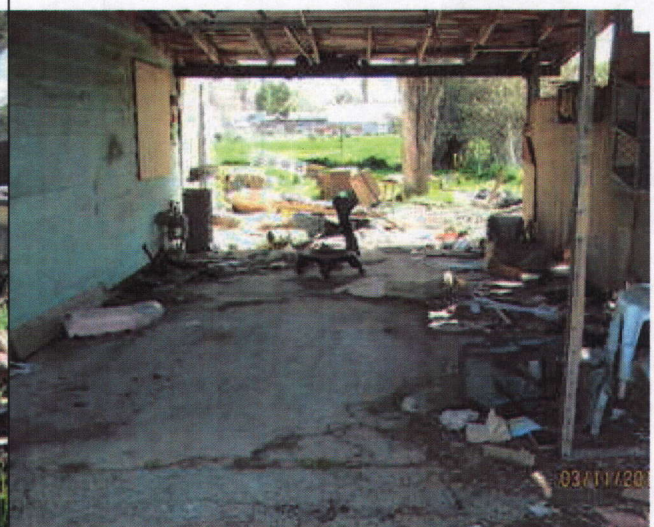
R Rdyer - EOS / AR 2,300 Square feet of made up of but not limited to Household trash, wood, metal, plastic a 8' X 8' wooden shed, & household items.



R Rdyer - EOS / AR 2,300 Square feet of made u but not limited to Household trash, wood, meta plastic a 8' X 8' wooden shed, & household item



R Rdyer - EOS / AR 2,300 Square feet of made up of



R Rdyer - EOS / AR 2,300 Square feet of made u

EXHIBIT NO. D2



but not limited to Household trash, wood, metal,  
plastic a 8' X 8' wooden shed, & household items.

but not limited to Household trash, wood, meta  
plastic a 8' X 8' wooden shed, & household item

EXHIBIT NO. D<sup>3</sup>





R Rdyer - EOS / AR 2,300 Square feet of made up of but not limited to Household trash, wood, metal, plastic a 8' X 8' wooden shed, & household items.



R Rdyer - EOS / AR 2,300 Square feet of made u but not limited to Household trash, wood, meta plastic a 8' X 8' wooden shed, & household item



R Rdyer - EOS / AR 2,300 Square feet of made up of but not limited to Household trash, wood, metal, plastic a 8' X 8' wooden shed, & household items.



R Ryder - SS STR - Defects # 4, 14, 17

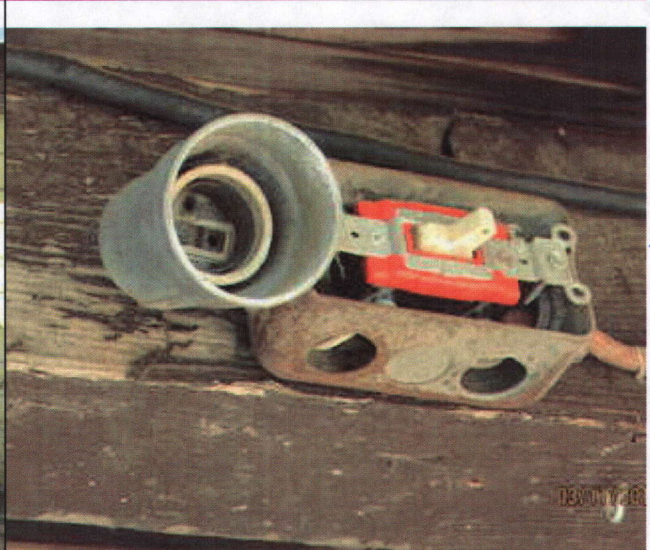


EXHIBIT NO.     D4

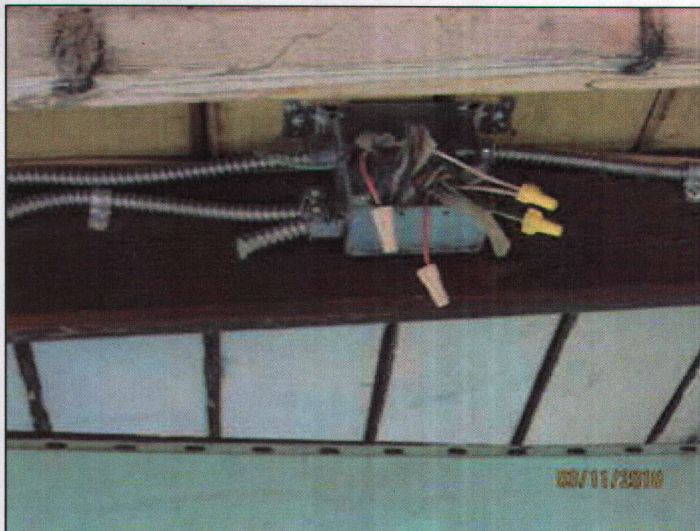


R Ryder - SS STR - Defects # 4, 14, 17

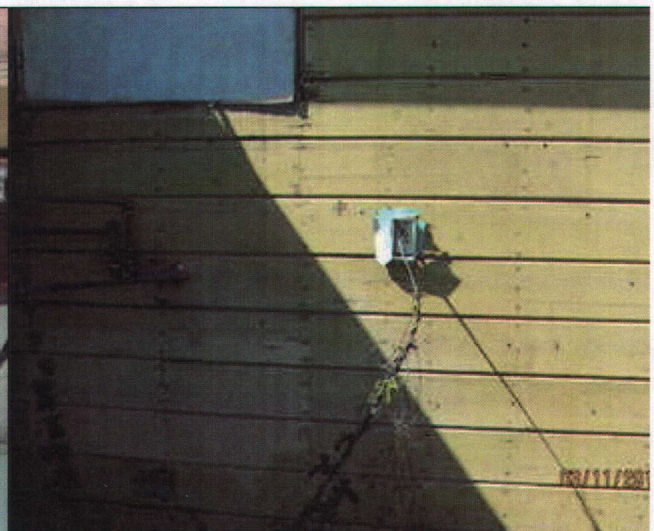
R Ryder - SS STR - Defects # 5, 14, 17

EXHIBIT NO.     D5





R Ryder - SS STR - Defects # 6, 14, 17



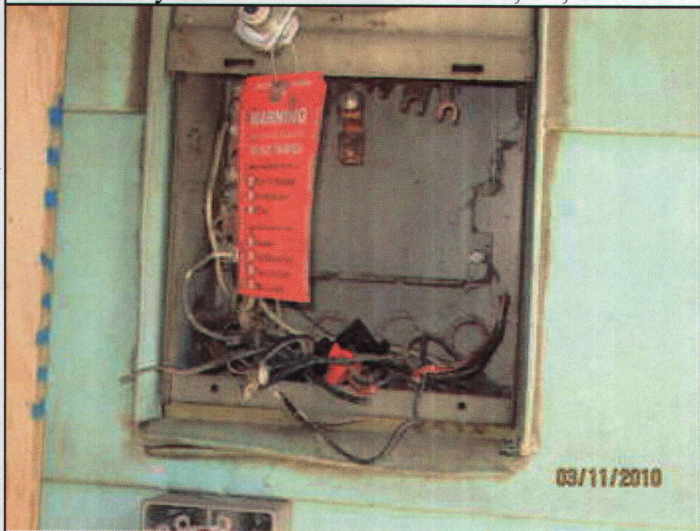
R Ryder - SS STR - Defects # 6, 14, 17



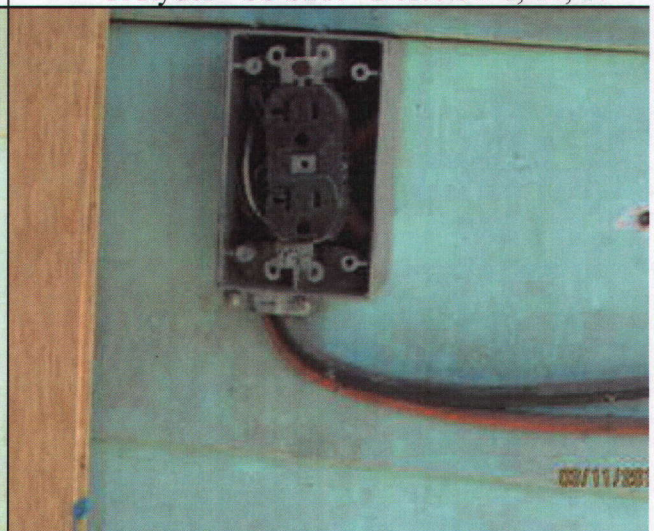
R Ryder - SS STR - Defects # 6, 14, 17



R Ryder - SS STR - Defects # 6, 14, 17



R Ryder - SS STR - Defects # 6, 14, 17



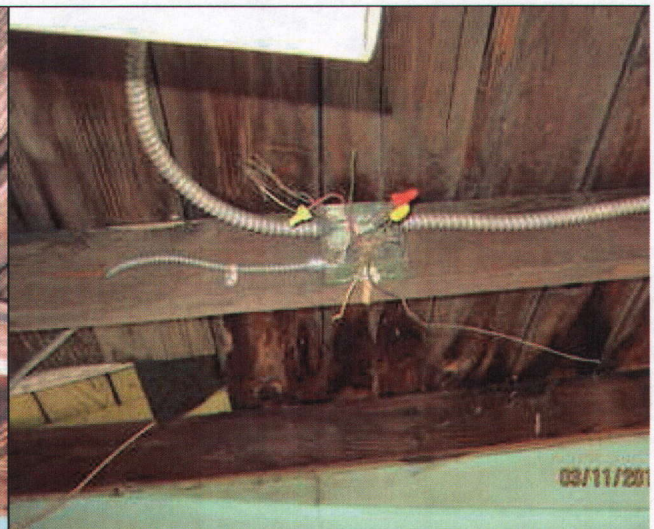
R Ryder - SS STR - Defects # 6, 14, 17

EXHIBIT NO. D<sup>6</sup>





R Ryder - SS STR - Defects # 6, 14, 17



R Ryder - SS STR - Defects # 6, 14, 17



R Ryder - SS STR - Defects # 10, 14, 17



R Ryder - SS STR - Defects # 10, 13, 14, 17



R Ryder - SS STR - Defects # 10, 13, 14, 17



R Ryder - SS STR - Defects # 10, 12, 13, 14, 1

EXHIBIT NO.     D7





R Ryder - SS STR - Defects # 11, 12, 14, 17



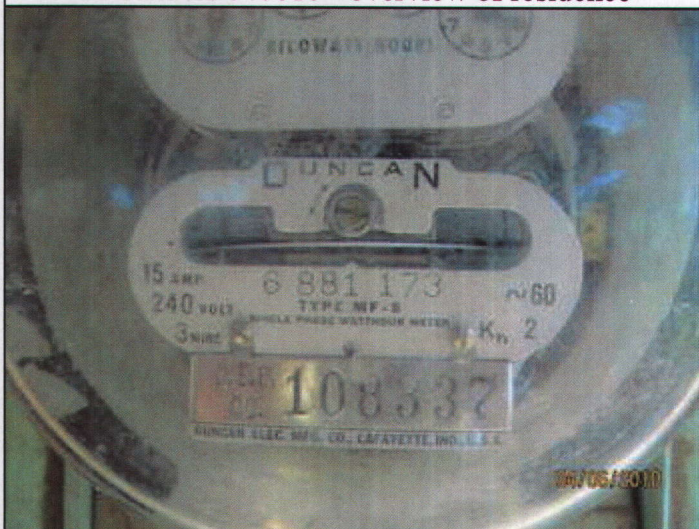
M Sanders 040610 - gas meter



M Sanders 040610 - overview of residence



M Sanders 040610 - sub standard electrical pan



M Sanders 040610 - electric meter



M Sanders 040610 - rear of house

EXHIBIT NO.     D8





ABustillos - Posting of Disconnect Utilities



Dwelling unit w/AR. KR



Driveway area w/AR. KR



Close up view of AR in driveway area. KR



Carport area w/AR. KR



Carport area w/AR. KR

EXHIBIT NO.           D<sup>9</sup>





Driveway area w/green waste. KR



Powerline dropping to the ground in front of dwell  
KR



Powerline dropping. KR



M Sanders 070110 - missing bathroom sink



M Sanders 070110 - front door wide open on arrival



M Sanders 070110 - broken windows and water damage

EXHIBIT NO. \_\_\_\_\_

D<sup>10</sup>





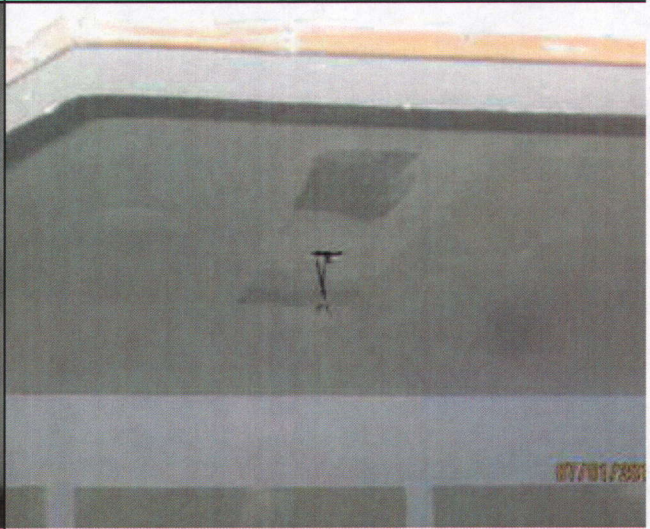
M Sanders 070110 - missing ceiling



M Sanders 070110 - heater, thermostat missing from wall



M Sanders 070110 - missing kitchen sink and lighting fixture



M Sanders 070110 - missing lighting fixture and exposed electrical wiring



M Sanders 070110 - missing lighting fixture and exposed electrical wiring

EXHIBIT NO.     D