

FORM APPROVED COUNTY COUNSEL
 BY: *G.P.P.*
 DATE: 5/28/15

Departmental Concurrence

GREGORY P. PRIAMOS

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

302 B



FROM: TLMA – Code Enforcement Department

SUBMITTAL DATE:
 June 17, 2015

SUBJECT: Abatement of Public Nuisance [Excessive Outside Storage & Accumulated Rubbish]
 Case No: CV11-06777 [ESTATE OF GUESS]
 Subject Property: 32840 9th Avenue, Winchester
 APN: 462-130-030
 District: 3 [\$0]

RECOMMENDED MOTION: That the Board of Supervisors move that:

1. The excess outside storage of materials and accumulation of rubbish on the real property described as 32840 9th Avenue, Winchester, Riverside County, California, APN: 462-130-030 be declared a public nuisance and a violation of Riverside County Ordinance Nos. 348 and 541.
2. The Estate of Sue Guess, the owner of the subject real property, be directed to abate the excess outside storage and accumulated rubbish on the property by removing the same from real property within ninety (90) days.

Greg Flannery
 GREG FLANNERY
 Code Enforcement Official

(Continued)

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	

SOURCE OF FUNDS _____
Budget Adjustment: _____
For Fiscal Year: _____

C.E.O. RECOMMENDATION: APPROVE
 BY: *Tina Grande*
 Tina Grande
County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: _____ **District: 3** **Agenda Number:** 9-5

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

FORM 11: Abatement of Public Nuisance [Excessive Outside Storage & Accumulated Rubbish]
Case No: CV11-06777 [ESTATE OF GUESS]
Subject Property: 32840 9TH Avenue, Winchester;
APN: 462-130-030
District: 3

DATE: June 17, 2015

PAGE: 2 of 3

RECOMMENDED MOTION (continued):

3. If the owner or whoever has possession 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, may abate the excess outside storage and accumulation of rubbish by removing and disposing of the same from the real property.

4. 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.

5. County Counsel be directed to prepare the necessary Findings of Fact and Conclusions that the excess outside storage of materials and accumulation of rubbish on the real property is declared to be in violation of Riverside County Ordinance Nos. 348 and 541, and a public nuisance, and further, to prepare an Order to Abate for approval by the Board.

BACKGROUND:

1. Inspection Warrant MISC 2014-081 was executed on the property by Senior Code Enforcement Officer Cynthia Black on August 11, 2014. The Inspection revealed excess outside storage of materials and an accumulation of rubbish on the subject property in violation of Riverside County Ordinances Nos. 348 and 541. The items included but were not limited to: dead vegetation, boxes, trash, 15 tires, plastic crates, tools, extension cords, engine hoist, engine parts, scrap metal, barrels, chairs, furniture and other miscellaneous items, in excess of 3,500 square feet.

2. There have been approximately five (5) subsequent follow up inspections, with the last inspection occurring on April 21, 2015. The property continues to be in violation of Riverside County Ordinance Nos. 348 and 541.

3. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for the removal of the excess outside storage and accumulated rubbish.

Impact on Citizens and Businesses

Failure to abate will have a negative impact on citizens or businesses due to health and safety hazards, nuisance, and potential impact on real estate values.

SUPPLEMENTAL:

N/A

Additional Fiscal Information

N/A

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

**FORM 11: Abatement of Public Nuisance [Excessive Outside Storage & Accumulated Rubbish]
Case No: CV11-06777 [ESTATE OF GUESS]
Subject Property: 32840 9TH Avenue, Winchester;
APN: 462-130-030
District: 3**

DATE: June 17, 2015

PAGE: 3 of 3

Contract History and Price Reasonableness

N/A

ATTACHMENTS

Declaration
Exhibits A-G

1
2
3 **BOARD OF SUPERVISORS**
4 **COUNTY OF RIVERSIDE**

5 IN RE ABATEMENT OF PUBLIC NUISANCE) CASE NO. CV 11-06777
6 [EXCESSIVE OUTSIDE STORAGE AND)
7 [ACCUMUATED RUBBISH]; APN: 462-130-030,)
8 32840 9TH AVENUE, WINCHESTER, COUNTY OF)
9 RIVERSIDE, STATE OF CALIFORNIA; ESTATE)
10 OF SUE GUESS, OWNER AND TOM SHANLEY,)
11 OCCUPANT.)
12)
13) [RCO Nos. 348, 541 & 725]

14
15 I, Cynthia Black, declare that the facts set forth below are personally known to me except to
16 the extent that certain information is based on information and belief which I believe to be true, and if
17 called as a witness, I could and would competently testify thereof under oath:

18 1. I am currently employed by the Riverside County Code Enforcement Department as a
19 Senior Code Enforcement Officer. My current official duties as a Senior Code Enforcement Officer
20 include inspecting property for violations and enforcement of the provisions of Riverside County
21 Ordinances.

22 2. On August 11, 2014, pursuant to Inspection Warrant MISC 2014-081, I conducted an
23 inspection of the real property described as 32840 9th Avenue, Winchester, Riverside County, California
24 and further described as Assessor's Parcel Number 462-130-030 (hereinafter described as "THE
25 PROPERTY"). A true and correct copy of a Thomas Brothers map page indicating the location of THE
26 PROPERTY is attached hereto and incorporated herein by reference as Exhibit "A."

27 3. A review of County records and documents disclosed that THE PROPERTY is owned by
28 The Estate of Sue Guess (hereinafter referred to as "OWNER"). THE PROPERTY is occupied by Tom
Shanley ("OCCUPANT"). A certified copy of the County Equalized Assessment Roll for 2014-2015 tax
year and a copy of the report generated from the County Geographic Information System ("GIS") is
attached hereto and incorporated herein by reference as Exhibit "B." The property is an improved parcel
approximately 1.59 acres in size and is located within the R-R (Rural Residential) zone classification.
The zone allows for outside storage of materials on improved parcels of one-half acre or more provided
the amount is limited to two hundred (200) square feet with a maximum height of three (3) feet.
Accumulated rubbish is not permitted on any property within the County of Riverside.

FORM APPROVED COUNTY COUNSEL
BY: *Sophia H. Choi* DATE: *May 28, 2015*
SOPHIA H. CHOI

1 4. Based on the Lot Book Reports from RZ Title Service dated July 3, 2014 and updated on
2 March 6, 2015, it is determined that other parties may potentially hold an interest in THE PROPERTY, to
3 wit: Argent Mortgage Company, LLC., JPMC Specialty Mortgage LLC., and Mortgage Electronic
4 Registration Systems., Inc., acting as a nominee for JP Morgan Chase Bank National Association
5 (hereinafter referred to as "INTERESTED PARTIES"). True and correct copies of the Lot Book Reports
6 are attached hereto and incorporated herein by reference as Exhibit "C."

7 5. On August 11, 2014, pursuant to Inspection Warrant MISC 2014-081, I conducted an
8 inspection. I observed excess outside storage and accumulated rubbish on THE PROPERTY. The
9 outside storage of materials and accumulated rubbish consisted of, but was not limited to: dead
10 vegetation, boxes, trash, 15 tires, plastic crates, tools, extension cords, engine hoist, engine parts, scrap
11 metal, barrels, chairs, furniture and miscellaneous items, in excess of 3,500 square feet. This condition
12 causes THE PROPERTY to constitute a public nuisance in violation of the provisions set forth in
13 Riverside County Ordinance ("RCO") Nos. 348 and 541.

14 6. On August 14, 2014, a Notice of Violation was mailed to OWNER, OCCUPANT, and
15 INTERESTED PARTIES by first class mail and was posted on THE PROPERTY on August 20, 2014.

16 7. On January 8, 2015, a Notice of Violation was mailed to OWNER by first class mail.

17 8. A site plan and photographs depicting the conditions of THE PROPERTY are attached
18 hereto and incorporated herein by reference as Exhibit "D."

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

21 10. There have been approximately five (5) subsequent follow up inspections, with the last
22 inspection being April 21, 2015. The officer observed approximately 3,200 square feet of accumulated
23 rubbish and excess outside storage. Each inspection revealed the accumulated rubbish and excess
24 outside storage of materials remained on THE PROPERTY in violation of RCO Nos. 348 and 541.

25 11. Based upon my experience, knowledge and visual observations, it is my determination
26 that the conditions on THE PROPERTY are dangerous to the neighboring property owners and the
27 general public.

28 ///

1 12. Furthermore, a recent inspection showed THE PROPERTY remained in violation of RCO
2 Nos. 348 and 541.

3 13. A Notice of Pendency of Administrative Proceedings was recorded in the Office of the
4 County Recorder, County of Riverside, State of California, on February 18, 2015, as Instrument Number
5 2015-0064980. A true and correct copy of which is attached hereto and incorporated herein by reference
6 as Exhibit "F."

7 14. A "Notice to Correct County Ordinance Violations and Abate Public Nuisance" providing
8 notification of the Board of Supervisors' hearing as required by RCO No. 725 was mailed to OWNER,
9 OCCUPANT and INTERESTED PARTIES, by first class mail and was posted on THE PROPERTY. True
10 and correct copies of the Notices, together with the Proofs of Service, and the Affidavit of Posting of
11 Notices are attached hereto and incorporated herein by reference as Exhibit "G."

12 15. The removal of all accumulated rubbish and excess outside storage of materials in excess
13 of 200 square feet currently on THE PROPERTY is required to bring THE PROPERTY into compliance
14 with RCO Nos. 348 and 541, and the Health and Safety Code.

15 16. Accordingly, the following findings and conclusions are recommended:

16 (a) the excess outside storage of materials and accumulated rubbish on THE
17 PROPERTY to be deemed and declared a public nuisance; and

18 (b) the OWNER, or whoever has possession or control of THE PROPERTY, be
19 required to remove all outside storage of materials in excess of 200 square feet and all accumulated
20 rubbish on THE PROPERTY in strict accordance with the provisions of RCO Nos. 348 and 541.

21 (c) that if the materials and rubbish are not removed and disposed of in strict
22 accordance with all Riverside County Ordinances, including but not limited to RCO Nos. 348 and 541,
23 within ninety (90) days of the date of the posting and mailing of the Board's Order to Abate Nuisance, the
24 outside storage of materials and accumulated rubbish may be abated and disposed of by representatives
25 of the Riverside County Code Enforcement Department, a contractor, or the Sheriff's Department upon
26 receipt of owner's consent or a Court Order when necessary under applicable law.

27 ///

28 ///

1 (d) that 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 THE
3 PROPERTY pursuant to Government Code Section 25845 and RCO No. 725.

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

6 Executed this 26th day of May, 2015, at Murrieta, California.

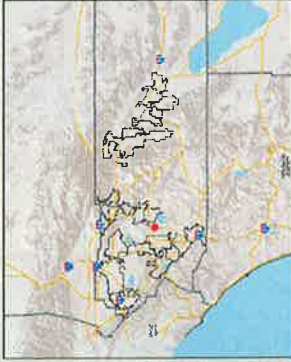
7
8 

9 _____
10 CYNTHIA BLACK
11 Senior Code Enforcement Officer
12 Code Enforcement Department
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EXHIBIT “A”

CV11-06777

32840 9th Avenue, Winchester



Legend

-  RCLIS Parcels
-  TBM Page
-  TBM Grid



0 352 704 Feet



REPORT PRINTED ON...6/17/2015 7:22:15 AM

© Riverside County TLMA GIS

Notes

Thomas Bros Page 839
Grid F5

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 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.

EXHIBIT “B”

Assessment Roll For the 2014-2015 Tax Year as of January 1, 2014

Assessment #462130030-5		Parcel # 462130030-5	
Assessee:	GUESS SUE	Land	67,524
Mail Address:	P O BOX 762	Structure	219,132
City, State Zip:	WINCHESTER, CA 92596	Full Value	286,656
Real Property Use Code:	R2	Homeowners' Exemption	7,000
Base Year	1990	Total Net	279,656
Conveyance Number:	0069029		
Conveyance (mm/yy):	3/1990		
PUI:	R040022		
TRA:	71-045		
Taxability Code:	0-00		
ID Data:	Lot 2 PM 040/032 PM 9470		
Situs Address:	32840 9TH AVE WINCHESTER CA 92596		

[View Parcel Map](#)





MAPS/IMAGES



PARCEL

APN	462-130-030-5	Supervisory District 2011	JEFF STONE, DISTRICT 3
		Supervisory District 2001	JEFF STONE, DISTRICT 3
Previous APN	462130028	Township/Range	T5SR2W SEC 28
Owner Name	SUE GUESS	Elevation Range	1,484 - 1,484
Address	32840 9TH AVE WINCHESTER, CA 92596	Thomas Bros. Map Page/Grid	PAGE: 839 GRID: F5
Mailing Address	PO BOX 762 WINCHESTER CA, CA 92596	Indian Tribal Land	Not in Tribal Land
Legal Description	Recorded Book/Page: FM40/32 Subdivision Name: FM9470 Lot/Parcel: 2 Block: Not Available Tract Number: Not Available	City Boundary/Sphere	Not within a City Boundary Not within a City Sphere Annexation Date: Not Applicable No LAFCO Case # Available Proposals: Not Applicable
Lot Size	Recorded lot size is 1.59 acres	March Joint Powers Authority	NOT WITHIN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY
Property Characteristics	Constructed: 1980 Baths: 1.75 Bedrooms: 3 Const. Type: WOOD FRAME Garage Type: A Prop Area: 2246 SqFt Roof Type: COMPOSITION Stories: 1 Constructed: 1980 Baths: 1.75 Bedrooms: 3 Const. Type: WOOD FRAME Garage Type: A Prop Area: 784 SqFt Roof Type: COMPOSITION Stories: 1	County Service Area	In or partially within LAKEVIEW/NUEVO ROMOLAND/HOMELAND #146 - Library Street Lighting

PLANNING

Specific Plans	Not within a Specific Plan	Historic Preservation Districts	Not in an Historic Preservation District
Land Use Designations	LDR	Agricultural Preserve	Not in an agricultural preserve
General Plan Policy Overlays	Not in a General Plan Policy Overlay Area	Redevelopment Areas	Not in a Redevelopment Area

Area Plan (RCIP)	Harvest Valley / Winchester	Airport Influence Areas	Not in an Airport Influence Area
General Plan Policy Areas	HIGHWAY 79 POLICY AREA	Airport Compatibility Zones	Not in an Airport Compatibility Zone
<u>Zoning Classifications (Ord. 348)</u>	Zoning: R-R CZNumber: 0	Zoning Districts and Zoning Areas	WINCHESTER, AREA
<u>Zoning Overlays</u>	Not in a Zoning Overlay	Community Advisory Councils	WINCHESTER/HOMELAND(MAC)

ENVIRONMENTAL

<u>CVMSHCP (Coachella Valley Multi-Species Habitat Conservation Plan) Plan Area</u>	NOT WITHIN THE COACHELLA VALLEY MSHCP FEE AREA MSHCP Plan Area	WRMSHCP (Western Riverside County Multi-Species Habitat Conservation Plan) Cell Group	Not in a Cell Group
CVMSHCP (Coachella Valley Multi-Species Habitat Conservation Plan) Conservation Area	Not in a Conservation Area	WRMSHCP Cell Number	None
CVMSHCP Fluvial Sand Transport Special Provision Areas	Not in a Fluvial Sand Transport Special Provision Area	HANS/ERP (Habitat Acquisition and Negotiation Strategy/Expedited Review Process)	None
<u>WRMSHCP (Western Riverside County Multi-Species Habitat Conservation Plan) Plan Area</u>	None	Vegetation (2005)	Developed or Disturbed Land

FIRE

High Fire Area (<u>Ord. 787</u>)	Not in a High Fire Area	Fire Responsibility Area	Not in a Fire Responsibility Area
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DEVELOPMENT FEES

<u>CVMSHCP (Coachella Valley Multi-Species Habitat Conservation Plan) Fee Area (Ord. 875)</u>	NOT WITHIN THE COACHELLA VALLEY MSHCP FEE AREA MSHCP Fee Area	FEED (Road & Bridge Benefit District)	Not in a District
WRMSHCP (Western Riverside County Multi-Species Habitat Conservation Plan) Fee Area (<u>Ord. 810</u>)	IN OR PARTIALLY WITHIN THE WESTERN RIVERSIDE MSHCP FEE AREA. SEE MAP FOR MORE INFORMATION	DIF (<u>Development Impact Fee Area Ord. 659</u>)	HIGHWAY 74/79 CORRIDOR
Western TUMF (<u>Transportation Uniform Mitigation Fee Ord. 824</u>)	IN OR PARTIALLY WITHIN A TUMF FEE AREA. SEE MAP FOR MORE INFORMATION. SAN JACINTO	SKR Fee Area (<u>Stephen's Kagaroo Rat Ord. 663.10</u>)	In or partially within an SKR Fee Area
Eastern TUMF (<u>Transportation Uniform Mitigation Fee Ord. 673</u>)	NOT WITHIN THE EASTERN TUMF FEE AREA	DA (Development Agreements)	Not in a Development Agreement Area

TRANSPORTATION

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	114
		Transportation Agreements	Not in a Transportation Agreement
		CETAP (Community and Environmental Transportation Acceptability Process) Corridors	Not in a CETAP Corridor

HYDROLOGY

Flood Plan Review	Not Required	Watershed	SAN JACINTO VALLEY
Water District	EMWD	California Water Board	None
Flood Control District	RIVERSIDE COUNTY FLOOD CONTROL DISTRICT		

GEOLOGIC

Fault Zone	Not in a Fault Zone	Paleontological Sensitivity	High Sensitivity (High B): SENSITIVITY EQUIVALENT TO HIGH A, BUT IS BASED ON THE OCCURRENCE OF FOSSILS AT A SPECIFIED DEPTH BELOW THE SURFACE. THE CATEGORY HIGH B INDICATES THAT FOSSILS ARE LIKELY TO BE ENCOUNTERED AT OR BELOW FOUR FEET OF DEPTH, AND MAY BE IMPACTED DURING EXCAVATION BY CONSTRUCTION ACTIVITIES.
Faults	Not within a 1/2 mile of a Fault		
Liquefaction Potential	Moderate		
Subsidence	Susceptible		

MISCELLANEOUS

School District	HEMET UNIFIED	Tax Rate Areas	071045 COUNTY FREE LIBRARY COUNTY STRUCTURE FIRE PROTECTION COUNTY WASTE RESOURCE MGMT DIST CSA 146 CSA 152 EASTERN MUN WATER IMP DIST 12 EASTERN MUNICIPAL WATER FLOOD CONTROL ADMINISTRATION FLOOD CONTROL ZONE 4 GENERAL GENERAL PURPOSE HEMET UNIFIED SCHOOL METRO WATER EAST 1301999 MT SAN JACINTO JUNIOR COLLEGE RV CO REG PARK & OPEN SPACE RV. CO. OFFICE OF EDUCATION SAN JACINTO BASIN RESOURCE CONS SAN JACINTO VALLEY CEMETERY VALLEY HEALTH SYSTEM HOSP DIST VALLEY WIDE REC & PARK
Communities	Winchester		
Lighting (Ord. 655)	Zone B, 27.73 Miles From Mt. Palomar Observatory		
2010 Census Tract	042726		
Farmland	URBAN-BUILT UP LAND		
Special Notes	No Special Notes		

PERMITS/CASES/ADDITIONAL

Building Permits

Case #	Description	Status
269851	RELOCATE LEACH LINES	FINALE
BAR000065	REPAIR FIRE DAMAGE PER BHR000001	FINAL
BHR000001	SPECIAL INSPECTIONS FIRE DAMAGE SFD	EXPIRED
BZ381673	PLUMB AND ELECT TO BARN	FINAL
BZ381674	BARN REGISTRATION	FINAL
BZ381928	PLAN CHECK DWELLING AND ONLY	FINAL
BZ385886	DWELLING AND ATTACH GARAGE	FINAL
BZ385887	TEMPORARY POWER	FINAL
BZ385888	DETACH GARAGE	FINAL

Environmental Health Permits

Case #	Description	Status
No Environmental Health Permits	Not Applicable	Not Applicable

Planning Cases

Case #	Description	Status
No Planning Cases	Not Applicable	Not Applicable

Code Cases

Case #	Description	Status
CV1106777	ABATEMENT	OPEN

EXHIBIT “C”



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

Updated Lot Book

Customer:

RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT

4080 Lemon Street
 Riverside

CA 92501

Attn: Brent Steele
 Reference: CV11-06777 / E. Ross\31874
 IN RE: GUESS, SUE

Order Number: **33078**

Order Date: 3/12/2015
 Dated as of: 3/6/2015
 County Name: Riverside

FEE(s):
 Report: \$60.00

Property Address: 32840 9th Avenue
 Winchester CA 92596

RZ Title Reporting Service hereby reports, as disclosed by the Official Records of the Recorder of said County as of the date shown above, that subsequent to the date of the original report that (i) No document in the chain of title to said land has been recorded purporting to convey the fee title to said land, and (ii) No encumbrances affecting said land have been recorded nor has a homestead been executed on said land, and (iii) No encumbrances affecting said land on the date of the original report have been released or reconveyed.

All exceptions are as follows:

Assessor's Parcel No. : 462-130-030-5

Assessments:	Land Value:	\$67,524.00
	Improvement Value:	\$219,132.00
	Exemption Value:	\$7,000.00
	Total Value:	\$279,656.00

Property Taxes for the Fiscal Year	2014-2015
First Installment	\$1,976.45
Penalty	\$0.00
Status	PAID (PAID THRU 01/31/2015)
Second Installment	\$1,976.45
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2015)

A Notice of Administrative Proceedings by the

City of	Murrieta
County of	Riverside
Recorded	02/18/2015



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

Order Number: 33078
Reference: CV11-06777 / E.

Document No.

2015-0064980

NO OTHER EXCEPTIONS

RECORDING REQUESTED BY:
County of Riverside
Code Enforcement Department

AND WHEN RECORDED MAIL TO:
County of Riverside
Code Enforcement Department
37600 Sky Canyon Drive, Suite G
Murrieta, California 92563
Mail Stop #5155

DOC # 2015-0064980

02/18/2015 11:10A Fee:NC

Page 1 of 2

Recorded in Official Records

County of Riverside

Peter Aldana

Assessor, County Clerk & Recorder



(space for recorder's use)

NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS

In the matter of the public or other code violation(s) on the property of:
SUE GUESS)
and DOES I through X, Owners)

Case #: CV-1106777

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 14 of Ordinance Number 725 of the County of Riverside, State of California, that administrative proceedings have been commenced with respect to the structure or land located upon the following described real property in the County of Riverside:

ADDRESS: 32840 9TH AVE, WINCHESTER CA, 92596
PARCEL #: 462-130-030
LEGAL DESCRIPTION: 1.59 acres in LOT 2 of PM 9470

VIOLATION(S): Riverside County Code (Ordinance) 8.120.010 (Ord. 541), 17.12.040 (Ord. 348) that such proceedings are based upon the noncompliance of such structure or land with the requirements of Riverside County Codes (Ordinances) listed above; and that failure to comply with the lawful orders of the Code Enforcement Director and/or authorized agents of the County of Riverside heretofore and hereafter issued relative to the above matter may result in demolition of the offending structure, abatement of the public nuisance or other available legal remedies and assessment of the costs, expenses, and administrative costs thereof to the property heretofore described as a tax and special assessment lien on such property; that any purchaser, his heirs, or assigns acquiring said property subsequent to the recording of the Notice with the County Recorder shall have such interest subject and subordinate to said tax and assessment lien. **Notice is Further Given** in accordance with Sections 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 CODE ENFORCEMENT DEPARTMENT

By: 
Hector Viray, Code Enforcement Department

ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

On 02-04-2015 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.

Commission #:2015670 Expires: March 28, 2017



Signature: Elizabeth B. Ross (Seal)



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

Lot Book Report

Order Number: **31874**

Customer:

RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT

4080 Lemon Street

Riverside

CA 92501

Attn: Brent Steele
Reference: CV11-06777/E. Ross
IN RE: GUESS, SUE

Order Date: 7/2/2014

Dated as of: 7/3/2014

County Name: Riverside

FEE(s):
Report: \$120.00

Property Address: 32840 9th Ave.

Winchester

CA 92396

Assessor's Parcel No.: 462-130-030-5

Assessments:

Land Value:	\$67,220.00
Improvement Value:	\$218,143.00
Exemption Value:	\$7,000.00
Total Value:	\$278,363.00

Tax Information

Property Taxes for the Fiscal Year	2013-2014
Total Annual Tax	\$3,827.38
Status: Paid through	06/30/2014

Property Vesting

The last recorded document transferring title of said property

Dated 01/08/1990

Recorded 02/26/1990



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

Order Number: 31874

Reference: CV11-06777/E. R

Document No.	69029
D.T.T.	\$209.00
Grantor	Vernon R. Gullingsrud & Ardie E. Gullingsrud, husband and wife
Grantee	Sue Guess, an unmarried woman

Deeds of Trust

Position No.	1st
A Deed of Trust Dated	03/15/2004
Recorded	03/29/2004
Document No.	2004-0218326
Amount	\$130,000.00
Trustor	Sue Guess, an unmarried woman
Trustee	Town and Country Title Services, Inc.
Beneficiary	Argent Mortgage Company, LLC
Assignment Dated	12/12/2008
Recorded	01/08/2009
Document No.	2009-0009253
Assigned to	Mortgage Electronic Registration Systems, Inc. (MERS) a Delaware Corporation, its successors or assigns, as nominee for JPMorgan Chase Bank National Association
Assignment Dated	03/03/2013
Recorded	03/19/2013
Document No.	2013-0130829
Assigned to	JPMC Specialty Mortgage LLC

Additional Information

NO JUDGMENTS AND/OR LIENS FOUND.



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

Order Number: 31874

Reference: CV11-06777/E. R

Legal Description

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

PARCEL 2 OF PARCEL MAP 9470, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 40, PAGES 32 AND 33 OF PARCEL MAPS, RECORDS FROM THE COUNTY RECORDER OF SAID COUNTY.

22-10
462-13

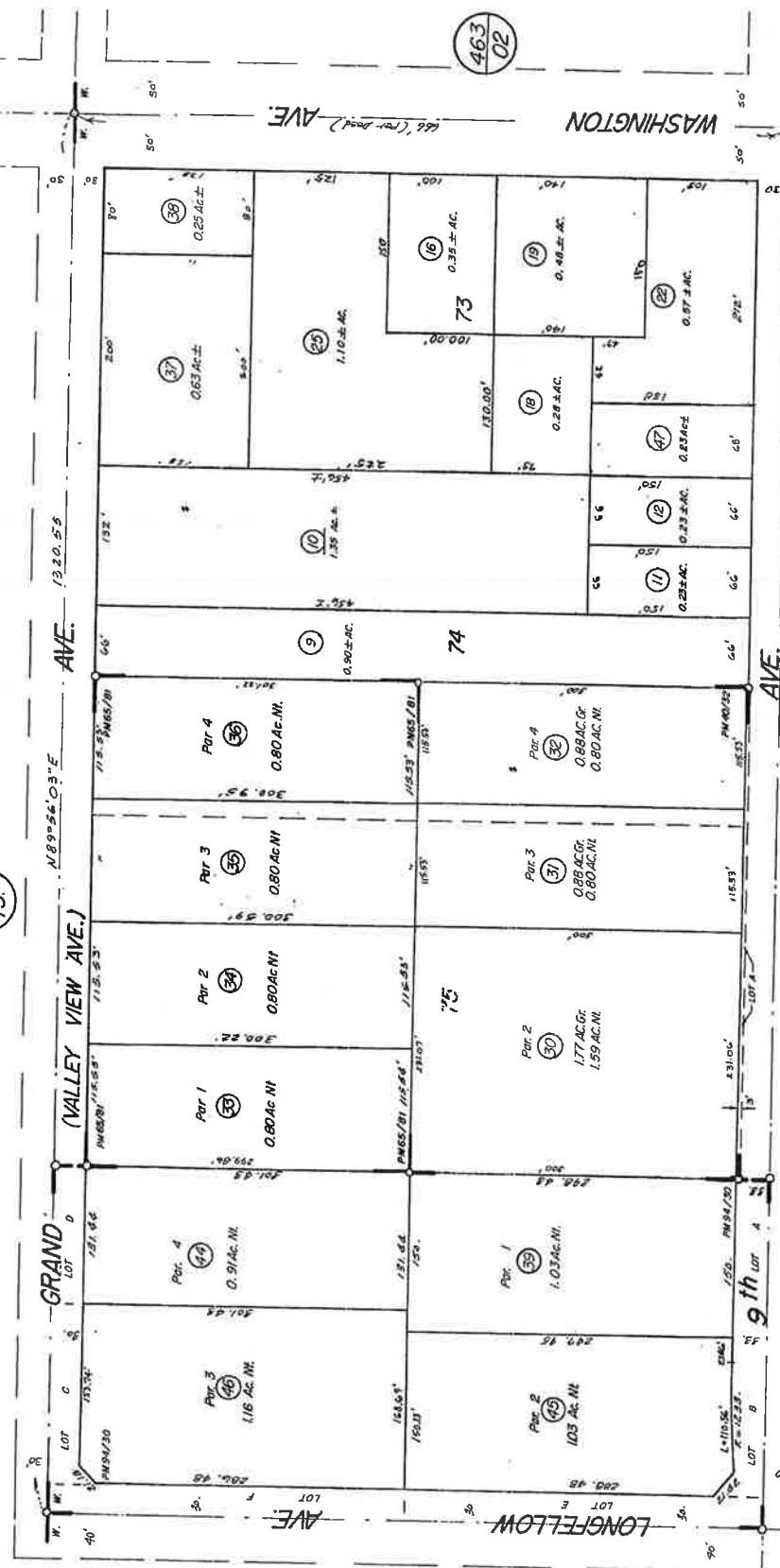
T.R.A. 7145

FOR N 1/2 SEC. 28 T5S-R2W

THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY

461
13

1" = 100'



463
02

10

DATE	OLD NO.	NEW NO.
4/28	42, 43	46
2/28	20, 21	47

DATE	OLD NO.	NEW NO.
1/13	15, 17	23
10/24	23	24-26
12/25	2-5	27
11/27	6, 7, 8	28
11/77	28	29-32
8-29	29	33, 36
2/20	13, 24	37
-	14, 25	38
3/21	1	41, 42
-	27	39, 40
4/22	40, 41	43, 44

PM 40/32-33 Parcel Map 9470
MB 2/11 Parsons Survey Town of Winchester
P.M. 65/81 Parcel Map 12,476
DATA: Co. Sur. 702-F
M.B. 10/463 S.D.

PM 94/30, 31 Parcel Map No. 16461

JAN 1971

ASSESSOR'S MAP BK. 462 PG. 13
RIVERSIDE COUNTY, CALIF.
GCS

Order No. 514487
Escrow No. 195-JS
Loan No.

WHEN RECORDED MAIL TO:

SUE GUESS

32840 9TH STREET
WINCHESTER, CA 92396

RECEIVED FOR RECORD
AT 12:07 O'CLOCK P.M.
AT THE OFFICE OF
TICOR TITLE INSURANCE CO.

FEB 26 1990

William E. Bondy
Recorder

RECORDERS
MORTGAGE
\$10.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

DOCUMENTARY TRANSFER TAX \$209.00
 Computed on the consideration or value of property conveyed; OR
 Computed on the consideration or value less liens or encumbrances
remaining at time of sale.
THE UNDERSIGNED GRANTOR
Signature of Declarant or Agent determining tax - Firm Name

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
VERNON R. GULLINGSRUD & ARDIS E. GULLINGSRUD, husband and wife

hereby GRANT(S) to
SUE GUESS, AN UNMARRIED WOMAN

the real property in the City of _____
County of **Riverside**, State of California, described as

Parcel 2 of Parcel Map 9470, as shown by Map on file in Book 40, Pages 32 and
33 of Parcel Maps, Records of Riverside County, California.

CS14487-KM

Dated January 8, 1990
STATE OF CALIFORNIA
COUNTY OF Riverside
On January 19, 1990
before me, the undersigned, a Notary Public in and for said State, per-
sonally appeared Vernon R. Gullingsrud
and Ardis E. Gullingsrud

Vernon R. Gullingsrud
VERNON R. GULLINGSRUD
Ardis E. Gullingsrud
ARDIS E. GULLINGSRUD



WITNESS my hand and official seal
Signature *Julie Spaulding*

(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

1002 (6/82)

Lawyers Title Co

Recording Requested By:
Argent Mortgage Company, LLC

Return To:

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

DOC # 2004-0218326

03/29/2004 08:00A Fee:54.00

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Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



Prepared By: **Argent Mortgage Company, LLC**
Lisa Tuccoli
One City Boulevard West
Orange, CA 92868

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DEED OF TRUST

34

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AC

71045910-25

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 **March 15, 2004** together with all Riders to this document.
- (B) "Borrower" is **SUE GUESS, 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**

0057034498 - 9501

CALIFORNIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3005 1/01

-6(CA) (0005)

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Initials

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VMP MORTGAGE FORMS - (800)521-7291

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 **March 15, 2004**

The Note states that Borrower owes Lender **one hundred thirty thousand and 00/100**

Dollars

(U.S. \$ **130,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **April 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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Initials: *[Signature]*

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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]

PARCEL 2 OF PARCEL MAP 9470, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 40, PAGE(S) 32 AND 33 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Parcel ID Number: 462-130-030-5
32840 9TH STREET
WINCHESTER
("Property Address"):

which currently has the address of
[Street]
[City], California 92596 [Zip Code]

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 seised 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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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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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.

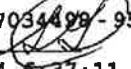
Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

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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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

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

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.

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:

_____ *Sue Guess* (Seal)
SUE GUESS -Borrower

_____ *Sue Guess* (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

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-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

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State of California

County of Riverside } ss:

On 3-17-04 before me, Ada Blagovich
Day/Month/Year Notary Public

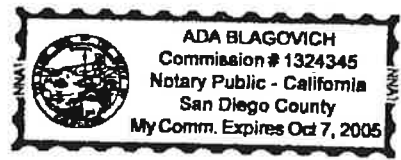
personally appeared Sue Guess

~~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.



Notary Public (Seal)



PENALTY OF PERJURY FOR NOTARY SEAL

(GOVERNMENT CODE 27361.7)

I certify under penalty of perjury that the Notary Seal on the document to which this statement is attached reads as follows:

NAME OF NOTARY: Ada Blagovich

DATE COMMISSION EXPIRES: Oct 7, 2005

COUNTY WHERE BOND IS FILED (if applicable) San Diego

STATE WHERE BOND IS FILED: CALIFORNIA

COMMISSION NUMBER (if applicable): 1324345

PLACE OF EXECUTION: SAN BERNARDINO, CA
(CITY & STATE)

DATE: 3/25/04

SIGNATURE: Molly L. Jolley

PRINT NAME: MOLLY L. JOLLEY

Lawyers Title Co

Recording Requested By:
Argent Mortgage Company, LLC

Return To:

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

DOC # 2004-0218326

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Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



Prepared By: Argent Mortgage Company, LLC
Lisa Tuccoli
One City Boulevard West
Orange, CA 92868

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DEED OF TRUST

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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 March 15, 2004 together with all Riders to this document.
- (B) "Borrower" is SUE GUESS, 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

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CALIFORNIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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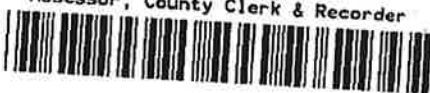
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VMP MORTGAGE FORMS - (800)521-7291

[RECORDING REQUESTED BY]
NATIONWIDE TITLE CLEARING
[AND WHEN RECORDED MAIL TO]
CITI RESIDENTIAL LENDING INC.
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

Assignor L#: 0057034498
Assignee L#: 0057034498
Investor L#: 0057034498
MIN: 100015000570344987
Effective Date: 12/31/2008

DOC # 2009-0009253
01/08/2009 08:00A Fee:11.00
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



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CORPORATE ASSIGNMENT OF DEED OF TRUST

FOR GOOD AND VALUABLE CONSIDERATION,
the sufficiency of which is hereby acknowledged, the undersigned, **CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR ARGENT MORTGAGE COMPANY, LLC, WHOSE ADDRESS IS 10801 E. 6TH STREET, RANCHO CUCAMONGA, CA 91730, (ASSIGNOR),** by these presents does convey, grant, sell, assign, transfer and set over the described Deed of Trust together with the certain note(s) described therein, without recourse, representation or warranty, together with all right, title and interest secured thereby, all liens, and any rights due or to become due thereon to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ('MERS') A DELAWARE CORPORATION, ITS SUCCESSORS OR ASSIGNS, AS NOMINEE FOR JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, PO BOX 2026, FLINT, MI 48501, (ASSIGNEE).**

Said Deed made by **SUE GUESS** and recorded on 03/29/2004 as Inst# 2004-0218326 in Book Page in the office of the RIVERSIDE County Recorder, CA.

Property more commonly known as: 32840 9TH STREET, WINCHESTER, CA 92596

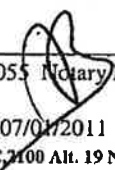
Dated: 12/12/2008

CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR ARGENT MORTGAGE COMPANY, LLC

By: 
CRYSTAL MOORE VICE PRESIDENT

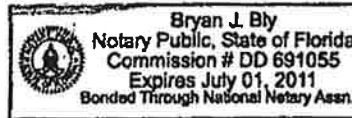
STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me THIS 12TH DAY OF DECEMBER IN THE YEAR 2008 by **CRYSTAL MOORE**, well known to me to be the VICE PRESIDENT of **CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR ARGENT MORTGAGE COMPANY, LLC** a corporation, on behalf of the corporation.


BRYAN J. BLY DD 691055 Notary Public

My Commission expires: 07/01/2011

Prep by: Jessica Fretwell/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152



CRLAS 9304441 12/31 WAMU CJ1999919 MIN 100015000570344987 MERS PHONE 1-888-679-MERS



9304441

form5/FRMCA1

DOC # 2013-0130829
 03/19/2013 08:00A Fee:18.00
 Page 1 of 1
 Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder

[RECORDING REQUESTED BY]
 NATIONWIDE TITLE CLEARING
 [AND WHEN RECORDED MAIL TO]
 JPMorgan Chase Bank, NA
 C/O NTC 2100 Alt. 19 North
 Palm Harbor, FL 34683



Loan #: 0057034498



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CORPORATE ASSIGNMENT OF DEED OF TRUST

Contact JPMORGAN CHASE BANK, N.A. for this instrument 780 Kansas Lane, Suite A, Monroe, LA 71203, telephone # (866) 756-8747, which is responsible for receiving payments.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, ITS SUCCESSORS AND ASSIGNS PO BOX 2026, FLINT, MI, 48501 by these presents does convey, grant, assign, transfer and set over the described Deed of Trust, without recourse, representation or warranty, together with all rights, title and interest secured thereby, all liens, and any rights due or to become due thereon to JPMC SPECIALTY MORTGAGE LLC, WHOSE ADDRESS IS 700 KANSAS LANE, MC 8000, MONROE, LA 71203 (866)756-8747, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE).

Said Deed of Trust made by SUE GUESS and recorded on 03/29/2004 as Instrument # 2004-0218326, in Book n/a, Page n/a in the office of the RIVERSIDE County Recorder, CA.

Property is commonly known as: 32840 9TH STREET, WINCHESTER, CA 92596.

Dated on 03/03/2013 (MM/DD/YYYY)
 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, ITS SUCCESSORS AND ASSIGNS

By: [Signature]
Toni C Boland
 ASST. SECRETARY

ACKNOWLEDGEMENT

STATE OF LOUISIANA
 PARISH OF OUACHITA

On 03/03/2013 (MM/DD/YYYY), before me appeared Toni C Boland, to me personally known, who did say that he/she/they is/are the ASST. SECRETARY of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, ITS SUCCESSORS AND ASSIGNS and that the instrument was signed on behalf of the corporation (or association), by authority from its board of directors, and that he/she/they acknowledged the instrument to be the free act and deed of the corporation (or association).

[Signature]
Y. K. Wilson
 Notary Public - State of LOUISIANA
 Commission expires: Upon My Death

Y. K. WILSON
 OUACHITA PARISH, LOUISIANA
 LIFETIME COMMISSION
 NOTARY ID# 064399

Document Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152
 JPCAS 19324328 -8 CHASE CJ4705446 MIN 100015000570344987 MERS PHONE 1-888-679-6377 T2513020712 [C]
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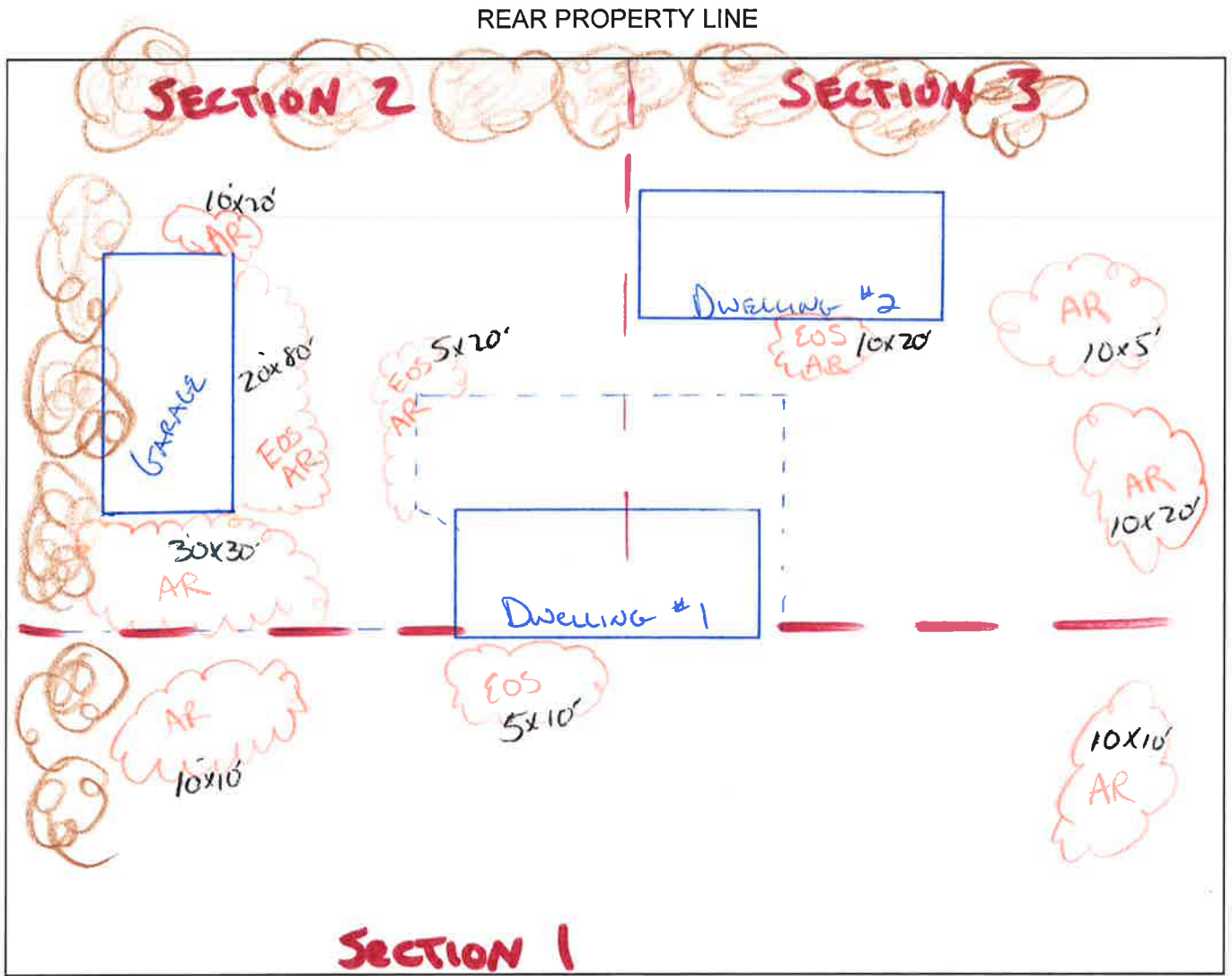
19324328

EXHIBIT “D”

SITE PLAN: Case # CV-1106777

OWNER(S): SUE GUESS
SITE ADDRESS: 32840 9TH AVE, WINCHESTER
ASSESSOR'S PARCEL: 462-130-030
ACREAGE: 1.59

NORTH ARROW: 



FRONT PROPERTY LINE: 32840 9TH AVE, WINCHESTER

PREPARED BY: C. Black DATE: 8/11/14

 = AR/EOS
 = DEAD TREES

Photographs



Photo #2 - green waste on bed of trailer and items in the driveway



Photo #3 - green waste and trash



Photo #4 - green waste, wood and dilapidated portable spa



Photo #5 - dead vegetation, green waste and tra



Photo #1 - front of location where progress had b

Photo #6 -green waste, broken swing and wood | made except spa remains



Photo #2 - items in the driveway have been moved



Photo #3 - weeds are gone from front yard area



Photo #4 - weeds gone and trailer filled with green waste



Photo #1 - front yard done but AR/EOS seen at fence into rear yard



Photo #2 - items back in the driveway



Photo #3 - yard is clean but this is not the area where violation exists



Photo #4 - broken swing in the background still exists



Photo #5 - view into backyard indicates no clear started



Photo #5 - green waste and weeds



Photo #6 - view of AR/EOS in rear yard still



Photo #7 - one or two pine trees cut down and trunks remain left on the ground



Photo #8 - view through the chain link fence - AR/EOS remain in backyard



Photo #1 - front of location east side yard - utility trailer is empty and parked



Photo #2 - backyard a pile of green waste, and trunks not touched next to a blue vehicle



Photo #3 - front of location



Photo #4 - front of location



Photo #5 - refrigerator, tires and other stored items in the driveway



Photo #6 - dilapidated spa



Photo #7 - able to see backyard is still full of rubbish and storage



Photo #8 - fence is down, and able to see rubbish hasn't been touched

EXHIBIT “E”



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

NOTICE OF VIOLATION

August 14, 2014

SUE GUESS
P O BOX 762
WINCHESTER, CA 92596

RE CASE NO: CV1106777 at 32840 9TH AVE, in the community of WINCHESTER, California, Assessor's Parcel
Number 462-130-030

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 32840 9TH AVE, in the community of WINCHESTER California, Assessor's Parcel Number 462-130-030, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541), 17.12.040 (Ord. 348), 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.

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 or reduce all outside storage to 200 sf

COMPLIANCE MUST BE COMPLETED BY August 29, 2014. 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: Cynthia Black, Sr. Code Enforcement Officer



CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

NOTICE OF VIOLATION

August 14, 2014

JPMORGAN CHASE BANK, NA
C/O NTC2100 ALT 19 NORTH
PALM HARBOR, FL 34683

RE CASE NO: CV1106777 at 32840 9TH AVE, in the community of WINCHESTER, California, Assessor's Parcel Number 462-130-030

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CODE ENFORCEMENT DEPARTMENT

By: Cynthia Black, Sr. Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

NOTICE OF VIOLATION

August 14, 2014

ARGENT MORTGAGE COMPANY LLC
P O BOX 14130
ORANGE, CA 92863-1530

RE CASE NO: CV1106777 at 32840 9TH AVE, in the community of WINCHESTER, California, Assessor's Parcel Number 462-130-030

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CODE ENFORCEMENT DEPARTMENT

By: Cynthia Black, Sr. Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

NOTICE OF VIOLATION

August 14, 2014

CITI RESIDENTIAL LENDING INC
C/O NTC 2100 ALT. 19 NORTH
PALM HARBOR, FL 34683

RE CASE NO: CV1106777 at 32840 9TH AVE, in the community of WINCHESTER, California, Assessor's Parcel Number 462-130-030

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CODE ENFORCEMENT DEPARTMENT

By: Cynthia Black, Sr. Code Enforcement Officer



CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

NOTICE OF VIOLATION

August 14, 2014

ARGENT MORTGAGE LLC
10801 E. 6TH STREET
RANCHO CUCAMONGA, CA 91730

RE CASE NO: CV1106777 at 32840 9TH AVE, in the community of WINCHESTER, California, Assessor's Parcel Number 462-130-030

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CODE ENFORCEMENT DEPARTMENT

By: Cynthia Black, Sr. Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

NOTICE OF VIOLATION

August 14, 2014

Mortgage Electronic Registration System Inc
PO Box 2026
Flint, MI 48501-2026

RE CASE NO: CV1106777 at 32840 9TH AVE, in the community of WINCHESTER, California, Assessor's Parcel Number 462-130-030

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CODE ENFORCEMENT DEPARTMENT

By: Cynthia Black, Sr. Code Enforcement Officer



CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

NOTICE OF VIOLATION

August 14, 2014

JPMC SPECIALTY MORTGAGE LLC
700 KANSAS LANE, MC8000
MONROE, LA 71203

RE CASE NO: CV1106777 at 32840 9TH AVE, in the community of WINCHESTER, California, Assessor's Parcel Number 462-130-030

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CODE ENFORCEMENT DEPARTMENT

By: Cynthia Black, Sr. Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

NOTICE OF VIOLATION

August 14, 2014

Barbara Stevens
32840 9th Street
Winchester, CA 92596

RE CASE NO: CV1106777 at 32840 9TH AVE, in the community of WINCHESTER, California, Assessor's Parcel Number 462-130-030

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CODE ENFORCEMENT DEPARTMENT

By: Cynthia Black, Sr. Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

NOTICE OF VIOLATION

August 14, 2014

Tom Shanly
32840 9th Street
Winchester, CA 92596

RE CASE NO: CV1106777 at 32840 9TH AVE, in the community of WINCHESTER, California, Assessor's Parcel Number 462-130-030

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CODE ENFORCEMENT DEPARTMENT

By: Cynthia Black, Sr. Code Enforcement Officer



CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

PROOF OF SERVICE

Case No. CV1106777

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Cynthia Black, 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 14, 2014, I served the following documents(s):

Notice of Violation

by placing a true copy thereof enclosed in a sealed envelope(s) by **FIRST CLASS MAIL** addressed as follows:

SUE GUESS P O BOX 762, WINCHESTER, CA 92596
ARGENT MORTGAGE COMPANY LLC P O BOX 14130, ORANGE, CA 92863-1530
CITI RESIDENTIAL LENDING INC C/O NTC 2100 ALT. 19 NORTH, PALM HARBOR, FL 34683
ARGENT MORTGAGE LLC 10801 E. 6TH STREET, RANCHO CUCAMONGA, CA 91730
Mortgage Electronic Registration System Inc PO Box 2026, Flint, MI 48501-2026
JPMORGAN CHASE BANK, NA C/O NTC2100 ALT 19 NORTH, PALM HARBOR, FL 34683
JPMC SPECIALTY MORTGAGE LLC 700 KANSAS LANE, MC8000, MONROE, LA 71203
Barbara Stevens 32840 9th Street, Winchester, CA 92596
Tom Shanly 32840 9th Street, Winchester, CA 92596

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 August 14, 2014, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Cynthia Black, Sr. Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

AFFIDAVIT OF POSTING OF NOTICES

August 20, 2014

RE CASE NO: CV1106777

I, Cynthia Black, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is:
37600 Sky Canyon Drive, Suite G
Murrieta, California 92563
Mail Stop #5155.

That on 08/20/2014 at 11:40 am, I securely and conspicuously posted Notice of Violation at the property described as:

Property Address: 32840 9TH AVE, WINCHESTER

Assessor's Parcel Number: 462-130-030

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

Executed on August 20, 2014 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT


By: Cynthia Black, Sr. Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

NOTICE OF VIOLATION

August 20, 2014

Richard Guess
27685 Baroni Rd
Sun City, CA 92585

RE CASE NO: CV1106777 at 32840 9TH AVE, in the community of WINCHESTER, California, Assessor's Parcel Number 462-130-030

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- 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.

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 or reduce all outside storage to 200 sf

COMPLIANCE MUST BE COMPLETED BY September 19, 2014. 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: Cynthia Black, Sr. Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

PROOF OF SERVICE

Case No. CV1106777

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Cynthia Black, 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 20, 2014, I served the following document(s):

Notice of Violation

by placing a true copy thereof enclosed in a sealed envelope(s) by **FIRST CLASS MAIL** addressed as follows:

Richard Guess 27685 Baroni Rd, Sun City, CA 92585

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 20, 2014, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT



By: Cynthia Black, Sr. Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

NOTICE OF VIOLATION

January 8, 2015

SUE GUESS ESTATE
32840 9TH AVE
WINCHESTER, CA 92596

RE CASE NO: CV1106777 at 32840 9TH AVE, in the community of WINCHESTER, California, Assessor's Parcel Number 462-130-030

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 32840 9TH AVE, in the community of WINCHESTER California, Assessor's Parcel Number 462-130-030, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541), 17.12.040 (Ord. 348), 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.

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 or reduce all outside storage to 200 sf

COMPLIANCE MUST BE COMPLETED BY January 23, 2015. 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 \$129.00 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: Cynthia Black, Sr. Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

PROOF OF SERVICE

Case No. CV1106777

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Cynthia Black, 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 January 8, 2015, I served the following documents(s):

Notice of Violation

by placing a true copy thereof enclosed in a sealed envelope(s) by **FIRST CLASS MAIL** addressed as follows:

SUE GUESS ESTATE 32840 9TH AVE, WINCHESTER, CA 92596

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 January 8, 2015, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Cynthia Black, Sr. Code Enforcement Officer

EXHIBIT “F”

RECORDING REQUESTED BY:
County of Riverside
Code Enforcement Department

AND WHEN RECORDED MAIL TO:
County of Riverside
Code Enforcement Department
37600 Sky Canyon Drive, Suite G
Murrieta, California 92563
Mail Stop #5155

DOC # 2015-0064980
02/18/2015 11:10A Fee:NC
Page 1 of 2
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor, County Clerk & Recorder



(space for recorder's use)

NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS

In the matter of the public or other code violation(s) on the property of:

Case #: CV-1106777

SUE GUESS)
and DOES I through X, Owners)

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 14 of Ordinance Number 725 of the County of Riverside, State of California, that administrative proceedings have been commenced with respect to the structure or land located upon the following described real property in the County of Riverside:

ADDRESS: 32840 9TH AVE, WINCHESTER CA, 92596
PARCEL #: 462-130-030
LEGAL DESCRIPTION: 1.59 acres in LOT 2 of PM 9470

VIOLATION(S): Riverside County Code (Ordinance) 8.120.010 (Ord. 541), 17.12.040 (Ord. 348) that such proceedings are based upon the noncompliance of such structure or land with the requirements of Riverside County Codes (Ordinances) listed above; and that failure to comply with the lawful orders of the Code Enforcement Director and/or authorized agents of the County of Riverside heretofore and hereafter issued relative to the above matter may result in demolition of the offending structure, abatement of the public nuisance or other available legal remedies and assessment of the costs, expenses, and administrative costs thereof to the property heretofore described as a tax and special assessment lien on such property; that any purchaser, his heirs, or assigns acquiring said property subsequent to the recording of the Notice with the County Recorder shall have such interest subject and subordinate to said tax and assessment lien. **Notice is Further Given** in accordance with Sections 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 CODE ENFORCEMENT DEPARTMENT

By: 
Hector Viray, Code Enforcement Department

ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

On 02-04-2015 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.

Commission #:2015670 Expires: March 28, 2017



Signature: Elizabeth B. Ross (Seal)

EXHIBIT “G”



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

Greg Flannery
Code Enforcement Official

May 15, 2015

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

TO: Owner and Interested Parties
(See Attached Proof of Service
and Responsible Parties List)

Case No.: CV11-06777
APN: 462-130-030
Property: 32840 9th Avenue, Winchester

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance ("RCO") Nos. 348, 541 and 725 to consider the abatement of the excess outside storage of materials and accumulated rubbish located on the SUBJECT PROPERTY described as 32840 9th Avenue, Winchester, Riverside County, California, and more particularly described as Assessor's Parcel Number 462-130-030.

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 declared as a public nuisance and be abated by removing the violations from the real property.

SAID HEARING will be held on **Tuesday, June 30, 2015, at 9:30 a.m.** in the Board of Supervisors Room, County Administrative Center, 4080 Lemon Street, 1st 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 RCO 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 RCO No. 725, will be sought from the property owner(s) and/or may result in a special assessment lien against the property.

We encourage you to contact Code Enforcement at (951) 955-2004 upon receipt of this Notice to discuss the case and attempt to reach a resolution prior to the hearing. If you plan to attend the hearing, please check-in with Code Enforcement staff at 8:30 a.m. on the day of the hearing in the lobby of the first floor annex in front of the Clerk of the Board's Office.

GREG FLANNERY
CODE ENFORCEMENT OFFICIAL

HECTOR VIRAY
Supervising Code Enforcement Officer

1 PROOF OF SERVICE

2 Case No. CV11-06777

3 STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

4 I, Sue Jimenez, the undersigned, declare that I am a citizen of the United States and am employed in
5 the County of Riverside, over the age of 18 years and not a party to the within action or proceeding;
6 that my business address is 4080 Lemon Street, 12th Floor, Riverside, California 92501.

7 That on May 15, 2015, I served the following document(s):

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

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

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

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

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

20 EXECUTED ON May 15, 2015, at Riverside, California.

21
22 
23 SUE JIMENEZ

NOTICE LIST

Subject Property: 32840 9TH Avenue, Winchester

Case No.: CV11-06777

APN: 462-130-030; District 3

ESTATE OF SUE GUESS
P.O. BOX 762
WINCHESTER, CA 92596

ARGENT MORTGAGE COMPANY, LLC
P.O. BOX 14130
ORANGE, CA 92863-1530

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
P.O. BOX 2026
FLINT, MI 48501-2026

JP MORGAN CHASE BANK, NA
C/O NTC 2100
ALT 19 NORTH
PALM HARBOR FL 34683

BARBARA STEVENS
32840 9TH AVENUE
WINCHESTER, CA 92596

TOM SHANLEY
32840 9TH AVENUE
WINCHESTER, CA 92596

JPMC SPECIALTY MORTGAGE, LLC.
700 KANSAS LANE, MC 8000
MONROE, LA 71203



CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

AFFIDAVIT OF POSTING OF NOTICES

May 19, 2015

RE CASE NO: CV1106777

I, Anita Bustillos, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is:
37600 Sky Canyon Drive, Suite G
Murrieta, California 92563
Mail Stop #5155.

That on 05/19/2015 at 8:59 a.m., I securely and conspicuously posted Notice to Correct County Ordinance Violations and Abate Public Nuisance at the property described as:

Property Address: 32840 9TH AVE, WINCHESTER

Assessor's Parcel Number: 462-130-030

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

Executed on May 19, 2015 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT


By: Anita Bustillos, Code Enforcement Technician