

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE 7/6/15

Departmental Concurrence

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

581 A



FROM: Don Kent, Treasurer/Tax Collector

SUBMITTAL DATE:
 JUL 06 2015

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 192, Item 853. Last assessed to: Jo Ann Wilson, an unmarried woman. District 3 [\$3,886] Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Joann Wilson, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 573060015-7;
 (continued on page two)

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the March 20, 2012 public auction sale. The deed conveying title to the purchasers at the auction was recorded May 11, 2012. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on June 6, 2012, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

(continued on page two)


 Don Kent
 Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 3,886	\$ 0	\$ 3,886	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale.				Budget Adjustment: N/A	
				For Fiscal Year: 15/16	

C.E.O. RECOMMENDATION: APPROVE

BY: 
 Samuel Wong

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

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

9-36

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

FORM 11: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 192, Item 853. Last assessed to: Jo Ann Wilson, an unmarried woman. District 3 [\$3,886] Fund 65595 Excess Proceeds from Tax Sale.

DATE: JUL 06 2015

PAGE: Page 2 of 2

RECOMMENDED MOTION:

2. Authorize and direct the Auditor-Controller to issue a warrant to Joann Wilson in the amount of \$3,886.72 no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

BACKGROUND:

Summary (continued)

The Treasurer-Tax Collector has received one claim for excess proceeds:

1. Claim from Joann Wilson based on a Grant Deed recorded October 13, 2000 as Instrument No. 2000-404854.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Joann Wilson be awarded excess proceeds in the amount of \$3,886.72. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

Impact on Citizens and Businesses

Excess proceeds are being released to the last assessee of the property.

ATTACHMENTS (if needed, in this order):

A copy of the Excess Proceeds Claim form and supporting documentation are attached.

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 192 Item 853 Assessment No.: 573060015-7

Assessee: WILSON, JOANN

Situs:

Date Sold: March 20, 2012

Date Deed to Purchaser Recorded: May 11, 2012

Final Date to Submit Claim: May 13, 2013

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ _____ from the sale of the above mentioned real property. I/We were the lienholder(s), property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 404854; recorded on 10-13-2002. A copy of this document is attached here to. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 29 day of April, 20 13 at Riverside Ca
County, State

Joann Wilson
Signature of Claimant

Signature of Claimant

JOANN WILSON
Print Name

Print Name

26175 Sunnywood St
Street Address

Street Address

SUN CITY CA 92586
City, State, Zip

City, State, Zip

951 301-5143
Phone Number

Phone Number

GARY L. ORSO
 ASSESSOR-COUNTY CLERK-RECORDER
 RIVERSIDE COUNTY
 COUNTY ADMINISTRATIVE CENTER
 4080 Lemon Street
 Post Office Box 12004
 Riverside, CA 92502-2204
 Telephone (909) 955-6200

051628042-0

Date Notice Mailed: 05-01-2001
 Supplemental Assessment #: 051628042-0
 Assessment #: 573060015-7
 Street Address or Legal Description:
 SEE ASSESSORS MAP

WILSON, JOANN
 5154 W MERCURY WAY
 CHANDLER AZ 85226

NOTICE OF SUPPLEMENTAL ASSESSMENT

One or more Supplemental Assessments have been enrolled for the property identified above. The calculation of the amount is shown in Section 1 below. The supplemental assessment is caused by one of the following events as indicated:

<input checked="" type="checkbox"/>	Change in Ownership	Date <u>10-13-2000</u>	Recorder's No. <u>404854</u>		
				TOTAL	New Full Taxable Value 49,687
				Land	49,687
				Structures	
<input type="checkbox"/>	New Construction	Completion Date _____			
				TOTAL	Value of New Construction
				Land	
				Structures	

The supplemental assessment is made in accordance with Article XIII A of the California Constitution that requires reappraisal of property upon change in ownership or completion of new construction. Important information concerning the Supplemental Assessment exemption, and your right to file an Application for Value Change is located on the back. If the Supplemental Assessment is a negative amount, the Auditor may make a refund of a portion of taxes paid on assessments made on the current roll, or the roll being prepared, or both.

The amount of Supplemental Assessment is the difference between the New Full Value and the sum of 1) the Full Taxable Value on the Roll and 2) the total or Prior Supplemental Assessment(s) which have occurred during the same assessment year.

A special property tax bill, or refund, based on the amounts of the Supplemental Assessments noted below, will be mailed to the name and address noted at the top of this form. Please read the reverse side for other important supplemental assessment information and for information about your right to file an appeal on the later "regular" assessment which will be based on the "New Full Taxable Value" shown on this form.

1. Calculation of Supplemental Assessment(s)	First Supplemental Assessment Fiscal Year 2000-2001	Second Supplemental Assessment Fiscal Year
NEW FULL TAXABLE VALUE	49,687	
Less: Full Taxable Value on Roll	49,687	
Less: Amount of Prior Supplemental(s)		
AMT. OF SUPPLEMENTAL ASSESSMENT		

2. Exemptions:	Amount	Type
Current Roll		
Roll Being Prepared		

PROPERTY IN CALIFORNIA IS ASSESSED AT 100% OF FULL (TAXABLE) VALUE
 (PLEASE SEE REVERSE SIDE)

Lawyers Title Co.

RECORDING REQUESTED BY

Lawyers Title

AND WHEN RECORDED MAIL THIS DEED AND TAX STATEMENTS TO:

NAME JO ANN WILSON
ADDRESS 5154 W. MERCURY WAY
CITY & STATE CHANDLER, ARIZONA 85226

Title Order No. 4007689-22
Escrow No. 14324-G
Assessor's Parcel No. 573-060-015
Date September 14, 2000

TRD 078

APU 573-060-015

DOC # 2000-404854

10/13/2000 08:00A Fee:16.00

Page 1 of 1 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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

GRANT DEED

The undersigned declares that the documentary transfer tax is \$30.80 and is computed on the full value of the interest or property conveyed. The property is located in an unincorporated area..

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, R. L. BOHANNAN, Surviving Trustee of the R. L. BOHANNAN FAMILY LIVING TRUST DTD. 4/30/98

does hereby GRANT to JO ANN WILSON, an unmarried woman

the following described real property in the County of RIVERSIDE, State of California:

THE NORTHEAST QUARTER OF LOT 8, SECTION 7, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SAN BERNARDINO MERIDIAN ACCORDING TO THE OFFICIAL PLAT THEREOF.

R. L. BOHANNAN FAMILY LIVING TRUST DTD. 4/30/98

BY: R. L. Bohannan
R. L. BOHANNAN, Surviving Trustee

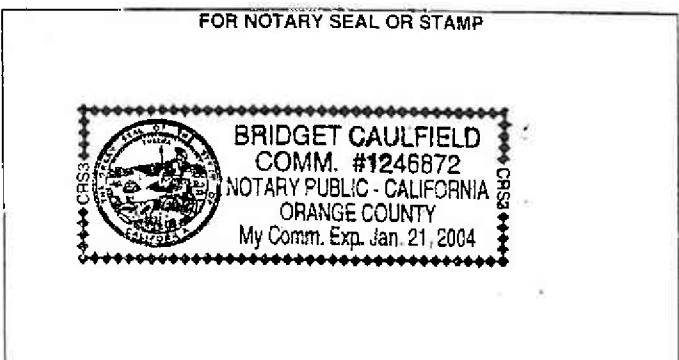
STATE OF CALIFORNIA,
COUNTY OF ORANGE } SS.

On Sept 19, 2000 before me, a Notary Public in and for said State, personally appeared R. L. BOHANNAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Bridget Caulfield

T
SF



Howard Escrow

166 E. Main Street, Suite 8
San Jacinto, CA 92583
(909) 654-4744 FAX: (909) 654-7067

Escrow No.: 14324-G
Escrow Officer: GRETCHEN HANNING
Date: October 13, 2000

**THIS IS A FINAL ACCOUNTING
OF YOUR ESCROW**
Thank you for letting us serve you
in this transaction.

JO ANN WILSON
5154 W. MERCURY WAY
CHANDLER, ARIZONA 85226

ESCROW STATEMENT

PROPERTY ADDRESS: VACANT LAND, APN #573-060-015CA .

PAGE 1	DEBITS	CREDITS
TOTAL CONSIDERATION AND LOANS		
Total Consideration	28,000.00	
First Purchase Money Trust Deed		22,000.00
DEPOSIT(S)		
Deposit		500.00
Deposit		5,746.51
PRORATIONS		
Taxes		
07/01/00 to 10/13/00 at \$248.43 per 180 days		140.78
ESCROW FEES		
Escrow Fee to HOWARD ESCROW	231.00	
Drawing Documents	50.00	
TITLE INSURANCE CHARGES		
Record Documents	17.00	
REFUND DUE YOU		
	89.29	
TOTALS	\$28,387.29	\$28,387.29

DO NOT DESTROY THIS ORIGINAL NOTE. When paid, said original note, together with the Deed of Trust securing same, must be surrendered to Trustee for cancellation and retention before reconveyance will be made.

NOTE SECURED BY DEED OF TRUST
(INSTALLMENT - INTEREST INCLUDED)

\$22,000.00

San Jacinto, California

September 14, 2000

In installments as herein stated, for value received, I promise to pay to R. L. BOHANNAN, Surviving Trustee of the R. L. BOHANNAN FAMILY LIVING TRUST DTD. 4/30/98 or order, at a place designated by the beneficiary from time to time the sum of TWENTY-TWO THOUSAND AND NO/100 DOLLARS with interest from OCTOBER 13, 2000 on the unpaid principal at the rate of EIGHT PERCENT (8%) per annum; principal and interest payable in installments of TWO HUNDRED SEVENTY-NINE AND 06/100 DOLLARS or more on the SAME day of each CALENDAR month, beginning NOVEMBER 13, 2000 and continuing until OCTOBER 13, 2010, at which time the then unpaid principal balance and all accrued interest shall become due and payable.

This Note is given and accepted as a portion of the purchase price.

Payments received later than 10 days after due shall incur a late charge of 6%.

Each payment shall be credited first on interest then due and the remainder on principal; and interest shall thereupon cease upon the principal so credited. Should default be made in payment of any installment when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest payable in lawful money of the United States. If action be instituted on this note, I/we promise to pay such sum as the Court may fix as attorney's fees. This note is secured by DEED OF TRUST to RECON ENTERPRISES, INCORPORATED, a California corporation, as Trustee.

Joann Wilson
JO ANN WILSON

Howard Escrow

DO NOT DESTROY THIS NOTE

SSSI 395 REV 6/87

HOWARD ESCROW

30 DAY MONTH/360 DAY YEAR LOAN AMORTIZATION SCHEDULE

BOHANNAN/WILSON

OCT 16, 2000

Amount of Loan	Interest Rate	Number of Payments	Date of 1st Payment	Monthly Payment	No. of Days Int 1st Pay
22,000.00	8.000%	120	11-13-00	279.06	30

PAGE 1

Payment Number	Due Date	Interest Paid	Principal Paid	YTD Interest	Unpaid Balance
1	11-13-00	146.67	132.39	146.67	21,867.61
2	12-13-00	145.78	133.28	292.45	21,734.33
Totals			265.67	292.45	21,734.33
3	1-13-01	144.90	134.16	144.90	21,600.17
4	2-13-01	144.00	135.06	288.90	21,465.11
5	3-13-01	143.10	135.96	432.00	21,329.15
6	4-13-01	142.19	136.87	574.19	21,192.28
7	5-13-01	141.28	137.78	715.47	21,054.50
8	6-13-01	140.36	138.70	855.83	20,915.80
9	7-13-01	139.44	139.62	995.27	20,776.18
10	8-13-01	138.51	140.55	1,133.78	20,635.63
11	9-13-01	137.57	141.49	1,271.35	20,494.14
12	10-13-01	136.63	142.43	1,407.98	20,351.71
13	11-13-01	135.68	143.38	1,543.66	20,208.33
14	12-13-01	134.72	144.34	1,678.38	20,063.99
Totals			1,670.34	1,678.38	20,063.99
15	1-13-02	133.76	145.30	133.76	19,918.69
16	2-13-02	132.79	146.27	266.55	19,772.42
17	3-13-02	131.82	147.24	398.37	19,625.18
18	4-13-02	130.83	148.23	529.20	19,476.95
19	5-13-02	129.85	149.21	659.05	19,327.74
20	6-13-02	128.85	150.21	787.90	19,177.53
21	7-13-02	127.85	151.21	915.75	19,026.32
22	8-13-02	126.84	152.22	1,042.59	18,874.10
23	9-13-02	125.83	153.23	1,168.42	18,720.87
24	10-13-02	124.81	154.25	1,293.23	18,566.62
25	11-13-02	123.78	155.28	1,417.01	18,411.34
26	12-13-02	122.74	156.32	1,539.75	18,255.02
Totals			1,808.97	1,539.75	18,255.02
27	1-13-03	121.70	157.36	121.70	18,097.66
28	2-13-03	120.65	158.41	242.35	17,939.25

Payment Number	Due Date	Interest Paid	Principal Paid	YTD Interest	Unpaid Balance
29	3-13-03	119.60	159.46	361.95	17,779.79
30	4-13-03	118.53	160.53	480.48	17,619.26
31	5-13-03	117.46	161.60	597.94	17,457.66
32	6-13-03	116.38	162.68	714.32	17,294.98
33	7-13-03	115.30	163.76	829.62	17,131.22
34	8-13-03	114.21	164.85	943.83	16,966.37
35	9-13-03	113.11	165.95	1,056.94	16,800.42
36	10-13-03	112.00	167.06	1,168.94	16,633.36
37	11-13-03	110.89	168.17	1,279.83	16,465.19
38	12-13-03	109.77	169.29	1,389.60	16,295.90
Totals			1,959.12	1,389.60	16,295.90
39	1-13-04	108.64	170.42	108.64	16,125.48
40	2-13-04	107.50	171.56	216.14	15,953.92
41	3-13-04	106.36	172.70	322.50	15,781.22
42	4-13-04	105.21	173.85	427.71	15,607.37
43	5-13-04	104.05	175.01	531.76	15,432.36
44	6-13-04	102.88	176.18	634.64	15,256.18
45	7-13-04	101.71	177.35	736.35	15,078.83
46	8-13-04	100.53	178.53	836.88	14,900.30
47	9-13-04	99.34	179.72	936.22	14,720.58
48	10-13-04	98.14	180.92	1,034.36	14,539.66
49	11-13-04	96.93	182.13	1,131.29	14,357.53
50	12-13-04	95.72	183.34	1,227.01	14,174.19
Totals			2,121.71	1,227.01	14,174.19
51	1-13-05	94.49	184.57	94.49	13,989.62
52	2-13-05	93.26	185.80	187.75	13,803.82
53	3-13-05	92.03	187.03	279.78	13,616.79
54	4-13-05	90.78	188.28	370.56	13,428.51
55	5-13-05	89.52	189.54	460.08	13,238.97
56	6-13-05	88.26	190.80	548.34	13,048.17
57	7-13-05	86.99	192.07	635.33	12,856.10
58	8-13-05	85.71	193.35	721.04	12,662.75
59	9-13-05	84.42	194.64	805.46	12,468.11
60	10-13-05	83.12	195.94	888.58	12,272.17
61	11-13-05	81.81	197.25	970.39	12,074.92
62	12-13-05	80.50	198.56	1,050.89	11,876.36
Totals			2,297.83	1,050.89	11,876.36
63	1-13-06	79.18	199.88	79.18	11,676.48
64	2-13-06	77.84	201.22	157.02	11,475.26
65	3-13-06	76.50	202.56	233.52	11,272.70
66	4-13-06	75.15	203.91	308.67	11,068.79
67	5-13-06	73.79	205.27	382.46	10,863.52
68	6-13-06	72.42	206.64	454.88	10,656.88
69	7-13-06	71.05	208.01	525.93	10,448.87

Payment Number	Due Date	Interest Paid	Principal Paid	YTD Interest	Unpaid Balance
70	8-13-05	69.66	209.40	595.59	10,239.47
71	9-13-05	68.26	210.80	663.85	10,028.67
72	10-13-05	66.86	212.20	730.71	9,816.47
73	11-13-05	65.44	213.62	796.15	9,602.85
74	12-13-05	64.02	215.04	860.17	9,387.81
Totals			2,488.55	860.17	9,387.81
75	1-13-07	62.59	216.47	62.59	9,171.34
76	2-13-07	61.14	217.92	123.73	8,953.42
77	3-13-07	59.69	219.37	183.42	8,734.05
78	4-13-07	58.23	220.83	241.65	8,513.22
79	5-13-07	56.75	222.31	298.40	8,290.91
80	6-13-07	55.27	223.79	353.67	8,067.12
81	7-13-07	53.78	225.28	407.45	7,841.84
82	8-13-07	52.28	226.78	459.73	7,615.06
83	9-13-07	50.77	228.29	510.50	7,386.77
84	10-13-07	49.25	229.81	559.75	7,156.96
85	11-13-07	47.71	231.35	607.46	6,925.61
86	12-13-07	46.17	232.89	653.63	6,692.72
Totals			2,695.09	653.63	6,692.72
87	1-13-08	44.62	234.44	44.62	6,458.28
88	2-13-08	43.06	236.00	87.68	6,222.28
89	3-13-08	41.48	237.58	129.16	5,984.70
90	4-13-08	39.90	239.16	169.06	5,745.54
91	5-13-08	38.30	240.76	207.36	5,504.78
92	6-13-08	36.70	242.36	244.06	5,262.42
93	7-13-08	35.08	243.98	279.14	5,018.44
94	8-13-08	33.46	245.60	312.60	4,772.84
95	9-13-08	31.82	247.24	344.42	4,525.60
96	10-13-08	30.17	248.89	374.59	4,276.71
97	11-13-08	28.51	250.55	403.10	4,026.16
98	12-13-08	26.84	252.22	429.94	3,773.94
Totals			2,918.78	429.94	3,773.94
99	1-13-09	25.16	253.90	25.16	3,520.04
100	2-13-09	23.47	255.59	48.63	3,264.45
101	3-13-09	21.76	257.30	70.39	3,007.15
102	4-13-09	20.05	259.01	90.44	2,748.14
103	5-13-09	18.32	260.74	108.76	2,487.40
104	6-13-09	16.58	262.48	125.34	2,224.92
105	7-13-09	14.83	264.23	140.17	1,960.69
106	8-13-09	13.07	265.99	153.24	1,694.70
107	9-13-09	11.30	267.76	164.54	1,426.94
108	10-13-09	9.51	269.55	174.05	1,157.39
109	11-13-09	7.72	271.34	181.77	886.05
110	12-13-09	5.91	273.15	187.68	612.90
Totals			3,161.04	187.68	612.90

Payment Number	Due Date	Interest Paid	Principal Paid	YTD Interest	Unpaid Balance
111	1-13-10	4.09	274.97	4.09	337.93
112	2-13-10	2.25	276.81	6.34	61.12
113	3-13-10	0.41	61.12	6.75	0.00
	Totals		612.90	6.75	0.00
			Last Payment	61.53	



DATE: Sept 2nd 2008 at Amara, California,
RECEIVED FROM Gregory Wilbur ("Buyer")
A DEPOSIT OF Five thousand Dollars \$ 5,000.00
TOWARD THE PURCHASE PRICE OF Twenty eight thousand Dollars \$ 28,000.00
FOR PURCHASE OF PROPERTY SITUATED IN Amara COUNTY OF Riverside, California,
DESCRIBED AS APN# 573-060-018 Vacant land
ASSESSORS PARCEL # 573-060-015 ("Property").

(If Checked:) The attached Manufactured Housing Addendum is incorporated into this Agreement.

1. FINANCING: THE OBTAINING OF THE LOANS BELOW IS A CONTINGENCY OF THIS AGREEMENT. Buyer shall act diligently and in good faith to obtain the designated loans:

A. LOAN CONTINGENCY shall remain in effect until: (Check only ONE of the following)

- (1) The designated loans are funded and/or the assumption of existing financing is approved by lender and completed.
- (2) _____ days from acceptance, by which time Buyer shall give to Seller written notice of Buyer's election to cancel this Agreement because of Buyer's inability to obtain (i) The designated loans, or (ii) The approval of assumption of existing financing. If Buyer does not give Seller such notice, the contingency of obtaining the designated loans shall be removed by the method specified in paragraph 15.

B. BUYER'S DEPOSIT in the form of personal check, cashier's check, other _____ \$ 5,000.00
PAYABLE TO Howard Escrow
shall be deposited with Escrow Holder, into Broker's trust account, or _____
TO BE HELD UNCASHED UNTIL the next business day after acceptance of the offer or _____

C. INCREASED DEPOSIT within 25 days, shall be deposited with Howard Escrow \$ 5,500.00

D. BALANCE OF DOWN PAYMENT to be deposited with Escrow Holder within sufficient time to close escrow. \$ _____

E. FIRST LOAN IN THE AMOUNT OF _____ \$ 23,000.00

NEW First Deed of Trust in favor of LENDER, SELLER; OR ASSUMPTION of Existing First Deed of Trust, encumbering the Property, securing a note payable at approximately \$ _____ per month, at maximum interest of 8 % fixed rate, or _____ % initial adjustable rate with a maximum lifetime interest rate cap of _____ %, balance due in 10 years. Buyer shall pay loan fees/points not to exceed _____

F. SECOND LOAN IN THE AMOUNT OF _____ \$ _____

NEW Second Deed of Trust in favor of LENDER, SELLER; OR ASSUMPTION of Existing Second Deed of Trust, encumbering the Property, securing a note payable at approximately \$ _____ per month, at maximum interest of _____ % fixed rate, or _____ % initial adjustable rate with a maximum lifetime interest rate cap of _____ %, balance due in _____ years. Buyer shall pay loan fees/points not to exceed _____

G. (If Checked:) MANUFACTURED HOME LOAN in the amount of _____ \$ _____
On the terms and conditions described in the attached Manufactured Housing Addendum (MHA-14).

H. ADDITIONAL FINANCING TERMS: Seller financing \$ 23,000

I. TOTAL PURCHASE PRICE, not including costs of obtaining loans and other closing costs. \$ 28,000

J. OBTAINING DEPOSIT, DOWN PAYMENT, and OTHER CLOSING COSTS by Buyer is NOT a contingency, unless otherwise agreed in writing.

K. IF THIS IS AN ALL CASH OFFER, Buyer shall, within 5 (or _____) days from acceptance, provide to Seller written verification of sufficient funds to close this transaction. Seller may cancel this Agreement in writing within 5 (or _____) days: (1) after receipt of the funds verification, if Seller disapproves it, or (2) after the time to provide the funds verification expires, if Buyer fails to provide it.

L. LOAN APPLICATIONS; PREQUALIFICATION:

- (1) For NEW and ASSUMED lender financing: Within 10 (or _____) days from acceptance, Buyer shall provide to Seller a letter from lender stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified for the NEW and/or ASSUMED loans indicated above. If Buyer fails to provide such letter within that time, Seller may cancel this Agreement in writing.
- (2) For SELLER financing: Within 5 (or _____) days from acceptance: (a) Buyer shall submit to Seller a completed loan application on FNMA/FHLMC Uniform Residential Loan Application; (b) Buyer authorizes Seller and/or Brokers to obtain, at Buyer's expense, a copy of Buyer's credit report; and (c) Buyer shall provide any supporting documentation reasonably requested by Seller. Seller may cancel this Agreement in writing if Buyer fails to provide such documents within that time, or if Seller disapproves the application, credit report, or supporting documentation within 5 (or _____) days from receipt of those documents.

M. EXISTING LOANS: For existing loans to be taken over by Buyer, Seller shall, within the time specified in paragraph 15, provide to Buyer copies of all applicable notes and deeds of trust, loan balances, and current interest rates. Buyer shall, within the time specified in paragraph 15, provide written notice to Seller of any items reasonably disapproved. Differences between estimated and actual loan balances shall be adjusted at close of escrow by cash down payment, seller financing, or _____
Impound accounts, if any, shall be assigned and charged to Buyer and credited to Seller, (or if checked) _____

N. (If Checked:) SUBORDINATION: Seller financing shall be subordinate to a subsequent loan, to be obtained by Buyer, in an amount not to exceed \$ 23,000. NOTE: Buyer and Seller are advised to consult legal counsel to discuss the details and consequences of a Subordination Agreement.

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 1 of _____ Pages.

Buyer's Initials (GW) Seller's Initials _____

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1/08



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS

(As required by the Civil Code)
CALIFORNIA ASSOCIATION OF REALTORS' (C.A.R.) STANDARD FORM

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller:

- (a) A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer & the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer & Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER & BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or a Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person allied to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of article 2.5 (commencing with Section 2373) of Chapter 2 of Title 9 of Part 4 of Division 3 of the Civil Code set forth on the reverse hereof. Read it carefully.

I HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.

BUYER/SELLER John Wilson Date 9-2-00 Time _____ AM/PM
BUYER/SELLER _____ Date _____ Time _____ AM/PM
AGENT Mrs. Maria Lisa Pappas (Please Print) Christina Pappas (Associate Licensee or Broker Signature) Date 9-2-00

This Disclosure form must be provided in a listing, sale, exchange, installment land contract, or lease over one year, if the transaction involves one-to-four dwelling residential property, including a mobile home, as follows:
(a) From a Listing Agent to a Seller: Prior to entering into the listing.
(b) From an Agent selling a property he/she has listed to a Buyer: Prior to the Buyer's execution of the offer.
(c) From a Selling Agent to a Buyer: Prior to the Buyer's execution of the offer.
(d) From a Selling Agent (in a cooperating real estate firm) to a Seller: Prior to presentation of the offer to the Seller.
It is not necessary or required to confirm an agency relationship using a separate Confirmation form if the agency confirmation portion of the Real Estate Purchase Contract is properly completed in full. However, it is still necessary to use this Disclosure form.

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NATURAL HAZARD DISCLOSURE STATEMENT

BROKER: Mountain View Properties AGENT: Alice (909) 763-4541 Prepared using WINFormz™ software.

Property Address Subject Property, Subject City

Sellers Name(s) John Doe

The seller and his or her agent(s) disclose the following information with the knowledge that even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this action to provide a copy of this statement to any person or entity in connection with the purchase or attempted purchase of this property.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND HIS OR HER AGENT(S) BASED ON THEIR KNOWLEDGE AND MAPS DRAWN BY THE STATE. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND THE SELLER.

THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S). (Check the answer which applies.)

A SPECIAL FLOOD HAZARD AREA (Zone "A") designated by the Federal Emergency Management Agency.

Yes No (a) Do not know (b) Information not available from local jurisdiction
(Only check if BOTH (a) and (b) apply)

AN AREA OF POTENTIAL FLOODING shown on an inundation map pursuant to Section 8650.5 of the Government Code.

Yes No (a) Do not know (b) Information not available from local jurisdiction
(Only check if BOTH (a) and (b) apply)

A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to Section 51179 of the Government Code. The owner of this property is subject to the maintenance requirements of Section 51182 of the Government Code.

Yes No

A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this property is subject to the maintenance requirements of Section 4201 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.

Yes No

AN EARTHQUAKE FAULT ZONE pursuant to Section 2602 of the Public Resources Code.

Yes No

A SEISMIC HAZARD ZONE pursuant to Section 1656 of the Public Resources Code.

Yes No

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER.

BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS.

Seller certifies that the information herein is true and correct to the best of the seller's knowledge as of the date signed by the seller.

Signature of Seller _____

Date _____

Agent certifies that the information herein is true and correct to the best of the agent's knowledge as of the date signed by the agent.

Signature of Agent Mountain View Properties Robert Ravnice

Date 9.9.00

Signature of Agent _____

Date _____

Buyer certifies that he or she has read and understands this document.

Signature of Buyer John Nelson

Date _____

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IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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Date _____



Q Wilson
26175 Fremingwood St
Sun City, CA 92586

TREASURER-TAX COLLECTOR
DATA / MAIL ROOM

MAY 22 2013

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1000



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PO Box 12005
Riverside, Ca 92502-2205

Other Excess Proceeds