

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS  
 DATE

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

593A



**SUBMITTAL DATE:**  
**JUN 29 2015**

**FROM:** Don Kent, Treasurer/Tax Collector

**SUBJECT:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 196, Item 171. Last assessed to: Esther Garcia, an unmarried woman. District 1 [\$36,062] Fund 65595 Excess Proceeds from Tax Sale.

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the claim from Global Discoveries, Ltd., assignee for Beneficial Financial I Inc. for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 349350006-6;

(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 April 29, 2013 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 20, 2013. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 17, 2013 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*

Don Kent  
 Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 36,062	\$ 0	\$ 36,062	\$ 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*  
 Samuel Wong

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Prev. Agn. Ref.:

District: 1

Agenda Number:

9-48

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

**FORM 11:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 196, Item 171. Last assessed to: Esther Garcia, an unmarried woman. District 1 [\$36,062] Fund 65595 Excess Proceeds from Tax Sale.

**DATE:** JUN 29 2015

**PAGE:** Page 2 of 2

## **RECOMMENDED MOTION:**

2. Deny the claim from The Department of Treasury- Internal Revenue Service;
3. Deny the claim from The State of California, Franchise Tax Board;
4. Deny the claim from Found Extra Money, LLC, agent for Esther L. Garcia;
5. Authorize and direct the Auditor-Controller to issue a warrant to Global Discoveries, Ltd., assignee for Beneficial Financial I, Inc. in the amount of \$36,062.09 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 four claims for excess proceeds:

1. Claim from Global Discoveries, Ltd., assignee for Beneficial Financial I, Inc. based on an Assignment of Right to Collect Excess Proceeds dated 6/14/2013 and a Deed of Trust recorded September 22, 2005 as Instrument No. 2005-0785065.
2. Claim from Department of Treasury- Internal Revenue Service based on a Federal Tax Lien recorded March 01, 2007 as Instrument No. 2007-0142595 and a Federal Tax Lien recorded June 19, 2008 as Instrument No. 2008-0334642 and a Federal Lien recorded April 7, 2009 as Instrument No. 2009-0170053.
3. Claim from the State of California, Franchise Tax Board based on a Notice of State Tax Lien recorded April 22, 2011 as Instrument No. 2011-0177939 and a Notice of State Tax Lien recorded January 27, 2012 as Instrument No. 2012-0038229.
4. Claim from Found Extra Money, LLC, agent for Esther L. Garcia based on an Authorization for Agent to Collect Excess Proceeds dated April 2, 2014 and an Individual Grant Deed recorded March 28, 2001 as Instrument No. 2001-126289.

Pursuant to Section 4675 (a), (b), (c) & (e) of the California Revenue and Taxation Code, it is the recommendation of this office that Global Discoveries, Ltd., assignee for Beneficial Financial I, Inc. be awarded excess proceeds in the amount of \$36,062.09. Since the amount claimed by Global Discoveries, Ltd., assignee for Beneficial Financial I, Inc. exceeds the amount of excess proceeds available, there are no funds available for consideration for the claim from the Department of Treasury-Internal Revenue Services, State of California, Franchise Tax Board and the claim from Found Extra Money, LLC, agent for Esther L. Garcia. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

### **Impact on Citizens and Businesses**

Excess proceeds are being released to the Deed of Trust holder of the property.

## **ATTACHMENTS (if needed, in this order):**

Copies of Excess Proceeds Claim forms and supporting documentation are attached.



GLOBAL DISCOVERIES, LTD

Ph: 209-593-3900 or 800-370-0372 | Fx: 209-549-9299 | Info@gd-ltd.com

1120 13th Street, Suite A | Modesto, CA 95354

**CLAIM SUMMARY**

6-25-13

Date: June 17, 2013

To: Riverside County Treasurer and Tax Collector

Assessors Parcel Number: 349350006-6

Last Assessee: GARCIA ESTHER

Sale Date: 4/25/2013

Item Number: 171

Dear Treasurer/Tax Collector:

1. Claimant(s): Global Discoveries, Ltd.

The following proof of claim(s) for excess proceeds and documents are attached:

1. Deed of Trust naming Beneficial California Inc as Beneficiary as Document Number: 2005-0785065, Recorded in Riverside County on 09/22/2005.
2. Merger documentation referencing Beneficial California Inc merge with and into Beneficial Financial I Inc filed with the Secretary of State
3. Home Equity Credit Line Revolving Loan Agreement (NOTE)
4. Statement of Amount Due & Owing
5. Amount Due & Payable Calculation Worksheet
6. Certificate of Status referencing Beneficial Financial I Inc is in good standing with Secretary State of CA.
7. Notarized Certificate stamped with Corporate Seal authorizing Timothy J. Wallace to act on behalf of Beneficial Financial I Inc
8. Assignment of Rights To Collect Excess Proceeds signed by Beneficial Financial I Inc successor by merger to Beneficial California Inc.
9. Claim form(s) signed by Global Discoveries
10. Photo ID for: Timothy J. Wallace

Upon approval, claimant(s) request that the Treasurer and Tax Collector issue its warrant(s) as follows:

- One warrant in the amount of \$36,558.00 or 100% of the claimant's share of the excess proceeds made payable to Global Discoveries, Ltd. and mailed to P.O. Box 1748, Modesto, California 95353-1748.

Please address questions regarding the attached claim(s) to Jed Byerly, Chief Operating Officer, at (209) 593-3913, or e-mail to [jed@globaldiscoveries.com](mailto:jed@globaldiscoveries.com).

The Client(s) and the staff of Global Discoveries, Ltd., thank you in advance for your timely review and approval of the attached claim(s).

**Certified Tracking Number: 7012-3460-0001-6556-2149**





Recording Requested By  
Glenn M. Parrell Atty @ law  
WHEN RECORDED MAIL TO

NAME: Records Processing Services  
FULLY ADDRESS: 577 Lamont Road  
CITY & STATE: Elmhurst, IL 60126

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# DEED OF TRUST

(Page 1 of 8)  
**33**  
**C**  
**TC**

210880

If this box is checked, this Deed of Trust secures future advances.

THIS DEED OF TRUST is made this 20TH day of SEPTEMBER, 2005, among the Trustor, ESTHER GARCIA, UNMARRIED

address is 27090 IRMA ST, PERRIS, CA 92570 whose  
(herein "Borrower"), BENEFICIAL CALIFORNIA INCORPORATED  
(herein "Trustee") and the Beneficiary, BENEFICIAL CALIFORNIA INC.  
a corporation organized and existing under the laws of DELAWARE whose address is  
12625 FREDERICK ST, SUITE# E3, MORENO VALLEY, CA 92553  
(herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ \_\_\_\_\_, evidenced by Borrower's Loan Agreement dated \_\_\_\_\_ and any extensions or renewals thereof (including those pursuant to any Renegotiable Rate Agreement) (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on \_\_\_\_\_;

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 35,000.00, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated SEPTEMBER 20, 2005 and extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and under the terms specified in the Note, including any adjustments in the interest rate if that rate is variable, and providing for a credit limit stated in the principal sum above and an initial advance of \$ 26,050.00;

TO SECURE to Lender the repayment of the indebtedness, including future advances, evidenced by the Note, with interest thereon at the applicable contract rate (including any adjustments to the amount of payment or the contract rate if that rate is variable) and other charges; the payment of all other sums, with interest thereon, advance in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained, Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust with power of sale, the following described property located in the County of RIVERSIDE State of California:

CONTINUED ON EXHIBIT A-LEGAL DESCRIPTION

which has the address of 27090 IRMA ST PERRIS  
California 92570 (herein "Property Address");  
(Street) (City)



09/22/2005 08:00A Fee:33.00

ORIGINAL

TOGETHER with all the improvements now or hereafter created on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust, and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property."

TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note, with interest thereon, including any increases if the contract rate is variable; (2) all present and future advances under the Revolving Loan Agreement; (3) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and (4) the performance of the covenants and agreements of Borrower herein contained; and (5) the payment of such further sums as the then record owner of the Property hereafter may borrow from Lender, when evidenced by another note (or notes) reciting it is so secured.

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

COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law and only if requested in writing by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 16 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. **Application of Payments.** Unless applicable law or the Note provide otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.



4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

5. **Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require. The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Where the original principal amount of the Note then in effect is \$10,000 or more, any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

10. **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 Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.





11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) in co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The applicable law contained in the Note shall control. Where no applicable law is contained therein, the state and local laws of the jurisdiction in which the Property is located shall be applicable to this Deed of Trust, except where such laws conflict with Federal law in which case Federal law shall apply. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs," "expenses," and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

15. **Transfer of the Property; Assumption.** If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) The creation of a lien or encumbrance subordinate to this Deed of Trust which does not relate to a transfer of rights of occupancy in the property; Provided, that such lien or encumbrance is not created pursuant to a contract for deed; (b) The creation of a purchase money security interest for household appliances; (c) A transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety; (d) the granting of a leasehold interest which has a term of three years or less and which does not contain an option to purchase; (e) A transfer, in which the transferee is a person who occupies or will occupy the property, which is: (A) a transfer to a relative resulting from the death of the Borrower; (B) a transfer where the spouse or child(ren) becomes an owner of the property; or (C) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the property; or (f) A transfer into an inter vivos trust in which the Borrower is a, and remains, the beneficiary and occupant of the property, unless, as a condition precedent to such transfer, the Borrower refuses to provide the Lender with reasonable means acceptable to the Lender by which the Lender will be assured of timely notice of any subsequent transfer of the beneficial interest or change in occupancy; Lender may, at Lender's option, declare all sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is sold or transferred reach an agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Paragraph 16 hereof.

16. **Acceleration; Remedies.** Except as provided in paragraph 15 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable 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 reasonable costs and expenses incurred in pursuing the remedies provided in the paragraph 16 including, but not limited to, reasonable attorneys' fees.

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 and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be 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 such order as Trustee may determine. 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 Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold 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 statement made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

17. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time within three months of the recording of default under this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 16 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

18. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 16 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

19. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall, upon payment of its fees, reconvey the Property without warranty to the person or persons legally entitled thereto.

20. Substitute Trustee. Lender, at Lender's 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 where the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Instrument is recorded and the name and address of the successor trustee. The successor trustee shall, without conveyance of the Property, 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.





21. **Request for Notices.** Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address which is the Property Address. Lender requests that copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust be sent to Lender's address, as set forth on page one of this Deed of Trust, as provided by Section 2924b of the Civil Code of California.

22. **Statement of Obligation.** Lender may collect a fee not to exceed \$60 for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

23. **Arbitration Rider to Note.** The Arbitration Rider attached to and made a part of the Note is hereby incorporated by reference and made a part of this Mortgage.

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REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST

(Page 7 of 8)

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance of any sale or other foreclosure action.

Esther Garcia  
ESTHER GARCIA

- Borrower

STATE OF CALIFORNIA, RIVERSIDE

County as:

- Borrower

On this @ 20th day of SEPTEMBER, in the year 20 05, before me, the undersigned, a Notary Public in and for said State, personally appeared ESTHER GARCIA,  personally known to me, or  proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) IS subscribed to the foregoing instrument, and acknowledged that SHE 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.

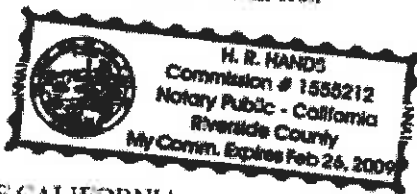
WITNESS my hand and official seal.  
(Reserved for official seal)

Signature: H.R. Hands

H.R. HANDS

Name (typed or printed)

My Commission expires: 2/26/09



STATE OF CALIFORNIA, \_\_\_\_\_

County as:

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20 \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_,  personally known to me, or  proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) \_\_\_\_\_ subscribed to the foregoing instrument, and acknowledged that \_\_\_\_\_ 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  
(Reserved for official seal)

Signature: \_\_\_\_\_

Name (typed or printed)

My Commission expires: \_\_\_\_\_

10-06-03 DOT



\*SA35876FLP85001800CA0079170\*\*GARCIA

ORIGINAL

CA0079H7

Title Order No. \_\_\_\_\_ Escrow Loan No. \_\_\_\_\_

**Deed of Trust**  
**WITH POWER OF SALE**  
**(LONG FORM)**  
**Housekey**  
**Financial**  
**Corporation**  
**AS TRUSTEE**

GA35976FC9895

**DO NOT RECORD**

**FOR RECONVEYANCE OR FORECLOSURE SEND TO THE NEAREST OFFICE OF HOUSEKEY FINANCIAL CORPORATION**

**REQUEST FOR FULL RECONVEYANCE**

To be used only when note has been paid.

Deed # \_\_\_\_\_

To **HOUSEKEY FINANCIAL CORPORATION, Trustee:**

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied, and you are hereby requested and directed, on payment in of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the entire now held by you, under the same.

FULL RECONVEYANCE TO:	
	(By) _____
	(By) _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Note must be delivered to the Trustee for cancellation before reconveyance will be made.



EXHIBIT A (PAGE 1)

THE REAL PROPERTY IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS:

THE WESTERLY 100 FEET OF LOT 50 OF PROGRESSIVE SUBDIVISION AS SHOWN BY MAP ON FILE IN BOOK 16, PAGE 34 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THE MOBILE HOME LOCATED THEREON. TAX MAP OR PARCEL ID NO. 340-350-006



\*0A75976FD085001000CA0079M00\*\*GARCIA

\*

ORIGINAL

**CERTIFICATE OF APPROVAL  
OF  
AGREEMENT AND PLAN OF MERGER**

---

**MERGER OF  
BENEFICIAL CALIFORNIA INC., a Delaware corporation  
WITH AND INTO  
BENEFICIAL FINANCIAL I INC., a California corporation**

---

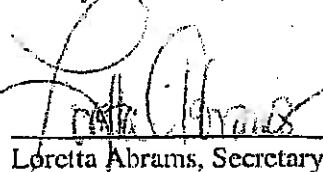
Kathryn Madison and Loretta Abrams do hereby certify that:

1. They are the President and Secretary, respectively of Beneficial Financial I Inc., a California corporation (the "Corporation").
2. The Agreement and Plan of Merger to which this certificate is attached, was duly adopted and approved by the Board of Directors and Shareholder of the Corporation which equaled or exceeded the vote required.
3. The Shareholder approval was by the sole holder of 100% of the outstanding shares of the Corporation.
4. The Corporation has one (1) class of shares, identified as common stock ("Common Stock"). The total number of shares of Common Stock outstanding entitled to vote on the merger is one (1).

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: September 29, 2009

  
\_\_\_\_\_  
Kathryn Madison, President

  
\_\_\_\_\_  
Loretta Abrams, Secretary

**CERTIFICATE OF APPROVAL  
OF  
AGREEMENT AND PLAN OF MERGER**

---

**MERGER OF  
BENEFICIAL CALIFORNIA INC., a Delaware corporation  
WITH AND INTO  
BENEFICIAL FINANCIAL I INC., a California corporation**

---

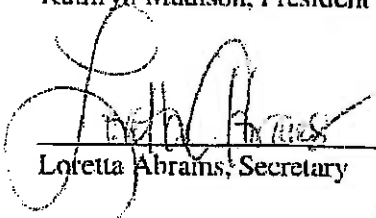
Kathryn Madison and Loretta Abrams do hereby certify that:

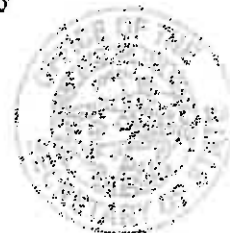
1. They are the President and Secretary, respectively of Beneficial California Inc., a Delaware corporation (the "Corporation").
2. The Agreement and Plan of Merger to which this certificate is attached, was duly adopted and approved by the Board of Directors and Shareholder of the Corporation which equaled or exceeded the vote required.
3. The Shareholder approval was by the sole holder of 100% of the outstanding shares of the Corporation.
4. The Corporation has one (1) class of shares, identified as common stock ("Common Stock"). The total number of shares of Common Stock outstanding entitled to vote on the merger is fifty (50).

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: September 29, 2009

  
\_\_\_\_\_  
Kathryn Madison, President

  
\_\_\_\_\_  
Loretta Abrams, Secretary





# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"BENEFICIAL CALIFORNIA INC.", A DELAWARE CORPORATION, WITH AND INTO "BENEFICIAL FINANCIAL I INC." UNDER THE NAME OF "BENEFICIAL FINANCIAL I INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF CALIFORNIA, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF SEPTEMBER, A.D. 2009, AT 9:45 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF OCTOBER, A.D. 2009.

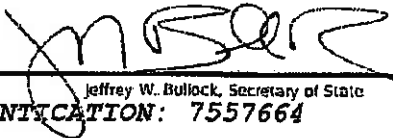
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4736584 8100M

090896192



You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7557664

DATE: 09-30-09

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 11:23 AM 09/30/2009  
FILED 09:45 AM 09/30/2009  
SRV 090896192 - 0778826 FILE

STATE OF DELAWARE  
CERTIFICATE OF MERGER

of

**BENEFICIAL CALIFORNIA INC.,**

**a domestic corporation**

**with and into**

**BENEFICIAL FINANCIAL I INC.,**

**a foreign corporation**

---

Pursuant to Title 8, Section 252 of the Delaware General  
Corporation Law of the State of Delaware

---

Beneficial Financial I Inc., a California corporation, does hereby certify:

**FIRST:** The name of each constituent corporation is Beneficial California Inc., a Delaware corporation, and Beneficial Financial I Inc., a California corporation (together, the "Constituent Corporations").

**SECOND:** The Agreement and Plan of Merger, dated as of September 22, 2009 by and among Beneficial California Inc., and Beneficial Financial I Inc. (the "Agreement and Plan of Merger") has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with the requirements of Section 252 of the Delaware General Corporation Law.

**THIRD:** The name of the surviving corporation of the merger is Beneficial Financial I Inc., a California corporation.

**FOURTH:** The Certificate of Incorporation of the surviving corporation, Beneficial Financial I Inc., shall be its Certificate of Incorporation.

**FIFTH:** This Certificate of Merger shall become effective on October 1, 2009 at 12:01AM Central Standard Time.

**SIXTH:** The executed Agreement and Plan of Merger is on file at the office of the Beneficial Financial I Inc., the address of which is 26525 North Riverwoods Blvd., Mettawa, Illinois 60045, a place of business of the surviving corporation.

**SEVENTH:** A copy of the Agreement and Plan of Merger will be furnished by Beneficial Financial I Inc., the surviving corporation, on request, without cost, to any stockholder of the Constituent Corporations.

**EIGHTH:** The surviving corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of the surviving corporation arising from this merger, including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the Delaware General Corporation laws, and irrevocably appoints the Secretary of State of Delaware as its agent to accept services of process in any such suit or proceeding. The Secretary of State shall mail any such process to the surviving corporation at 26525 North Riverwoods Blvd., Mettawa, Illinois 60045.

**IN WITNESS WHEREOF,** Beneficial Financial I Inc., the surviving corporation, has caused this certificate to be signed by an authorized officer, the 30<sup>th</sup> day of September, A.D., 2009.

By:

*K. Madison*

Name:

Kathryn Madison

Title:

President

# HOME EQUITY CREDIT LINE REVOLVING LOAN AGREEMENT (Page 1 of 6)

**LENDER (called "We", "Us", "Our")**  
 BENEFICIAL CALIFORNIA INC.  
 12626 FREDERICK ST  
 SUITE# E3  
 MORENO VALLEY CA 92653

California Finance Lenders License No. 000 0000

**BORROWERS (called "You", "Your")**  
 GARCIA, ESTHER  
 SS#  
 27090 IRMA ST  
 PERRIS CA 92570

old LOAN NO: 211980-13-104714  
 New Loan No: 213584-00-181658

ON PORTION OF AVERAGE DAILY BALANCE	MONTHLY PERIODIC RATE	ANNUAL PERCENTAGE RATE:	CREDIT LIMIT	DATE OF THIS AGREEMENT	ORIGINATION FEE (POINTS)/ FINANCE CHARGE
.01 AND OVER	1.575 %	18.900 %	\$ 36000	08/20/06	\$ 1750.00
			INITIAL ANNUAL FEE	SUBSEQUENT ANNUAL FEES	DISCOUNT FEE (POINTS)/ FINANCE CHARGE
			\$ 60.00	\$ 60.00	\$ .00
					PREPAYMENT PENALTY
					YES

In this Agreement, "you", "your" and "Borrower" mean the customer(s) who signs this Agreement. "We", "us", and "our" refer to Lender. This Agreement covers the terms and conditions of your Home Equity Credit Line Revolving Loan Account. We want you to understand how your Home Equity Credit Line Revolving Loan Account works. Read this carefully, ask us any questions, and if you agree to be bound by this Agreement, sign below. If more than one person signs, each will be responsible for repaying all sums advanced under this Agreement.

Your Credit Line is a revolving line of credit extended to you and secured as described below. You can obtain funds from your Home Equity Credit Line Revolving Loan Account (up to your credit limit) directly from us or by using the special checks we supply to you. You may pay your total unpaid balance at any time or in installments.

YOU ARE GIVING US A SECURITY INTEREST IN THE REAL ESTATE LOCATED AT THE ABOVE ADDRESS.

**REQUIRED INSURANCE.** You must obtain insurance for term of loan covering security for this loan as indicated by the word "YES" below, naming us as Loss Payee:

- Title insurance on real estate security.
- Fire and extended coverage insurance on real estate security.

You may obtain any required insurance from anyone you choose.

NOTICE: SEE THE FOLLOWING PAGES FOR ADDITIONAL PROVISIONS AND IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.

12-03-04 F PHL



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CA057401

### REVOLVING LOAN AGREEMENT (Page 2 of 6)

**Available Credit:** You may obtain funds directly from us or through your special checks up to your available credit. Your available credit is your credit limit (shown on page one) less the total unpaid balance, including finance charges, of your account. If you make loan payments by check, we will adjust your available credit seven days after we receive your check to allow for check clearing. You agree not to request funds in an amount that would cause you to exceed your available credit. If you do so, we are not obligated to honor your request, but if we do lend you an amount over your available credit, you agree to pay us that excess amount, plus Finance Charges and any applicable Overlimit Fee, immediately upon our request.

**Minimum Draw and Balance Requirements:** The maximum amount that may be withdrawn in any billing cycle is your available credit. The minimum credit advance by check that you can receive is \$100.

**Promise to Pay:** You promise to pay us: (a) amounts borrowed under this Agreement; (b) Finance Charges, Administrative Charges (late charge, bad check charge and overlimit fee), the Prepayment Penalty, and other charges provided in this Agreement; (c) insurance charges, if any; (d) collection costs permitted by applicable law, including reasonable attorneys' fees (if attorney is not our salaried employee) and court costs; (e) amounts in excess of your credit limit that we may lend you; and (f) amounts that we may (but need not) pay or that are otherwise due under your Mortgage or Deed of Trust.

**Payments:** You may repay your entire outstanding balance at any time. You may not use your special checks to pay any amounts due under this Agreement. Because the Periodic Finance Charge is computed each day, you will contact us regarding the exact payoff amount for the day you intend to make full payment.

If you do not pay the entire unpaid balance on your Account at once, you agree to pay at least the minimum payment shown on your monthly statement at the address indicated on the monthly statement. Payments will be applied as follows: First, to any unpaid credit insurance charges; Second, to any accrued but unpaid Finance Charges; Third, to any unpaid Administrative Charges provided in this Agreement; Fourth, to the unpaid outstanding balance of your account (including all other fees or charges you are obligated to pay). Any part of your monthly payment to be applied to amounts borrowed on your account will be applied to the amounts borrowed under your Credit Line revolving loan account in the order in which the amounts were borrowed. Any part of your monthly payment to be applied to Finance Charges will be applied in the same manner.

The Minimum Monthly Payment for any billing cycle will be the greater of (1) the greater of \$25 or the Variable Payment Amount (as described below) plus any Administrative Charges and credit insurance charges, rounded to the nearest \$1, or (2) the Finance Charges due for the billing cycle, plus any Administrative Charge and credit insurance charges; or (3) the amount of the annual fee assessed on your Account. In each instance, the Minimum Monthly Payment will be adjusted to include any unpaid amounts due from prior billing cycles.

The Base Minimum Monthly Payment Amount depends on the monthly periodic rate then applicable to your Account, and is calculated as follows:

Monthly Periodic Rate	Base Minimum Monthly Payment
through 1.33%	1.43% of Account balance
over 1.33% through 1.45%	1.55% of Account balance
over 1.45% through 1.57%	1.67% of Account balance
over 1.57% through 1.70%	1.80% of Account balance
over 1.70% through 1.83%	1.93% of Account balance
over 1.83% through 1.95%	2.00% of Account balance
over 1.95% through 2.10%	2.15% of Account balance
over 2.10%	2.35% of Account balance

The term of this Agreement will end 15 years after the date of this Agreement, at which time you will be required to pay your entire remaining outstanding balance, plus all charges and Finance Charges as provided in this Agreement. The Minimum Monthly Payment will not fully repay the principal that is outstanding under this Agreement at the end of the 15-year term, and you will then be required to pay the entire remaining outstanding balance in a single payment.

**Finance Charges:** Finance Charges are the total of (a) Periodic Finance Charges, (b) Prepaid Finance Charges, and (c) Closing Fee/Settlement Fee.

(a) **Periodic Finance Charges:** This is the interest charged on the balance of your Account during each billing cycle. The Periodic Finance Charge is calculated from the date that each advance, check or charge is posted to your Account. The Periodic Finance Charge is computed by multiplying the average daily balance in your Account in each billing cycle times the monthly periodic rate. The average daily balance is determined by totaling all daily unpaid balances in each billing cycle.

**NOTICE:** SEE THE FOLLOWING PAGES FOR ADDITIONAL PROVISIONS AND IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.



### REVOLVING LOAN AGREEMENT (Page 3 of 6)

cycle and dividing the total by the number of days in that cycle. A daily unpaid balance is the amount owed each day, including any unpaid Administrative Charges, and insurance charges but excluding unpaid Periodic Finance Charges for prior billing cycles. The Annual Percentage Rate stated on page one (corresponding to the Monthly Periodic Rate) includes only the interest and does not include other costs.

**(b) Prepaid Finance Charges:** Prepaid Finance Charges are the sum of the Origination Fee (Points) and the Discount Fee (Points). The Origination Fee (Points) is the one-time fee we charge for opening this Account. The Discount Fee (Points) is a sum paid by you to decrease the interest rate. The amount of the Origination Fee (Points) and Discount Fee (Points) is shown on page one of this Agreement.

**(c) Closing/Settlement Fee:** This is a one time fee shown on the Revolving Loan Voucher that is charged for services rendered in connection with the closing of your loan.

**Annual Fee:** You agree to pay an annual fee as stated on page one for participation in this revolving credit plan. The initial annual fee is stated on page one and is due and payable on the date that your account is established, and the subsequent annual fee stated on page one is due and payable on the same day of each subsequent year.

**Late Charge:** If you do not pay any Minimum Monthly Payment within 10 days after it is due, you will pay 5% of the Minimum Monthly Payment as a late charge (excluding any unpaid late charges and amounts due from prior billing cycles).

**Bad Check Charge:** If you pay by a check which is returned for any reason, you agree to pay a bad check charge of \$15.

**Overlimit Fee:** For each billing cycle that your Account balance exceeds your stated credit limit (less Finance Charges and fees imposed by us on your current billing statement), you may be charged a \$25 overlimit fee.

**Other Charges:** You agree to pay any amounts actually incurred by Lender in connection with the Credit Line revolving loan account for title examination, appraisal, title insurance, escrow fees, tax service fees, trustee fees involving the real estate covered by your Deed of Trust, and recording, release and reconveyance fees. You agree that these fees may be charged to your Account balance.

**Security:** The real estate Mortgage or Deed of Trust will secure all indebtedness, including future advances, under this Agreement.

**Prepayment Penalty:** If "YES" is printed in the Prepayment Penalty box on page one of this Agreement, you agree to the following penalty. If you prepay in full within two (2) years of the Date of this Agreement shown on page one, you agree to pay a prepayment penalty equal to not more than 6 months advance interest (at the monthly periodic rate in effect as of the payoff date) on the amount prepaid in excess of 20% of the highest balance. No prepayment penalty will be imposed (a) if this loan is refinanced by another loan with us; (b) after two (2) years; (c) if the loan is prepaid from the proceeds of any insurance; or (d) if we sue you.

**Credit Reporting and Customer Information Practices:** If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you. You understand and agree that we will call you from time to time to discuss your financial needs and any loan products that may be of interest to you as may be permitted by Applicable Law. For more information regarding our privacy practices, please refer to our Privacy Statement, which is included with your loan documents.

**Changes in this Agreement:** We may change the terms of this Agreement if you consent or if such changes benefit you or are insignificant. We may change any amounts that we collect for taxes, property insurance, or credit insurance, if applicable. Prior written notice of changes will be given to you when required by applicable law. Changes may apply to both new and outstanding balances unless prohibited by applicable law. Termination of your credit limit will occur only as provided in the "Default and Cancellation of Agreement" and "Suspension or Reduction of Credit Privileges" paragraphs.

**Default and Cancellation of Agreement:** We have the right to terminate your credit line account and to require you to pay your entire balance plus all other accrued but unpaid charges immediately because of:

- (a) failure to make two or more payments when due under this Agreement;
- (b) fraud or material misrepresentation in connection with the credit line, including failure to supply us with any material information requested or supplying us with misleading, false, incomplete or incorrect material information;

NOTICE: SEE THE FOLLOWING PAGES FOR ADDITIONAL PROVISIONS AND IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.

12-03-04 F PHL

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### REVOLVING LOAN AGREEMENT (Page 4 of 6)

- (c) the filing of a bankruptcy petition by or against you accompanied by failure to make any payment when due under this Agreement;
- (d) the death of any borrower who signs this Agreement which adversely affects the property or our rights in the property securing this Agreement;
- (e) the institution of foreclosure proceedings or condemnation proceedings on the property or the institution of a trustee sale by a lienholder or governmental seizure of the property;
- (f) the sale or transfer of any interest in the property securing this Agreement, without our consent (unless our consent is not required under your Mortgage or Deed of Trust);
- (g) the creation of a lien on the property if such lien adversely affects the property or our rights in the property securing this Agreement;
- (h) failure to maintain the property, failure to pay real estate taxes on the property, abandonment of the property, failure to keep the property insured, or any action which is a default under your Mortgage or Deed of Trust which adversely affects the property or our rights in the property securing this Agreement; or
- (i) any other action or inaction you take that adversely affects the property or our rights in the property securing this Agreement.

After default, you will pay our court costs, reasonable attorney fees (if attorney is not our salaried employee), and other collection costs related to the default, if not prohibited by applicable law.

Any balance outstanding under this Agreement when the credit limit is terminated will continue to accrue interest at the variable contract rate until paid in full.

**Suspension or Reduction of Credit Privileges:** We have the right to prohibit additional advances or extensions of credit and to reduce the credit limit applicable to this Agreement if:

- (a) the amount of your unused equity (at the time the credit was granted or last renewed) in the property securing this Agreement has decreased by 50% or more, based on a decrease in the appraisal value from the time the credit was granted or last renewed;
- (b) we reasonably believe that you will be unable to fulfill the repayment obligations under this Agreement because of a material change in your financial circumstances (including the filing of a bankruptcy petition);
- (c) you are in default of any of the material terms or conditions of this Agreement, including frequent overdrafts of your line of credit or failure to use or occupy real estate security as your primary residence;
- (d) any governmental action occurs that prevents us from charging the annual percentage rate provided for in this Agreement or that adversely affects our rights in the property securing this Agreement such that the value of our security interest in the property is less than 120% of your credit limit;
- (e) any regulatory agency has notified us that continued advances would constitute an unsafe and unsound practice;
- (f) the maximum annual percentage rate is reached;
- (g) any borrower who signs this Agreement requests us to prohibit additional advances or to reduce the credit limit; or
- (h) any of the events listed under "Default and Cancellation of Agreement" occurs.

Notice will be given to you as required by applicable law.

**Due-on-Sale:** Please note the following provision contained in the Deed of Trust.

**Transfer of the Property:** If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) The creation of a lien or other encumbrance subordinate to this Deed of Trust which does not relate to a transfer of rights of occupancy in the property; Provided, that such lien or encumbrance is not created pursuant to a contract for deed; (b) The creation of a purchase money security interest for household appliances; (c) A transfer by devise, descent, or operation of law on the death of a joint tenant by the entirety; (d) The granting of a leasehold interest which has a term of three years or less and which does not contain an option to purchase; (e) A transfer in which the transferee is a person who occupies or will occupy the property, which is (A) a transfer to a relative resulting from the death of the borrower; (B) a transfer where the spouse or child(ren) becomes an owner of the property; (C) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the property; or (f) A transfer into an inter vivos trust in which the borrower is a, and remains, the beneficiary and occupant of the property, unless, as a condition precedent to such transfer, the borrower refuses to provide the lender with reasonable means acceptable to the lender by which the lender will be assured of timely notice of any subsequent transfer of the beneficial interest or change in occupancy; the lender may, at lender's option, declare all sums secured by this Deed of Trust to be immediately due and payable.

NOTICE: SEE THE FOLLOWING PAGES FOR ADDITIONAL PROVISIONS AND IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.

12-03-04 F PHL

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ORIGINAL

## REVOLVING LOAN AGREEMENT (Page 5 of 6)

**Satisfaction of Judgment - Spouse's Property:** The separate property of any married person who signs this contract shall be subject to execution to satisfy any judgment entered on this Agreement.

**Alternative Dispute Resolution and Other Riders:** The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement by reference.

**Miscellaneous:** If any provision of this Agreement is finally determined to be void or unenforceable under any law, rule, or regulation, all other provisions of this Agreement will remain valid and enforceable. Our failure to enforce any terms of this Agreement shall not be deemed to constitute a waiver of such terms. In order for any amendment to this Agreement to be valid, it must be in writing.

**NOTICE TO BORROWER - HOW TO FILE A DISABILITY CLAIM - CLAIM PROCEDURE:** If you become disabled, tell us (HFC) right away. We will tell you where to get claim forms. Send in the completed form to the insurance company as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your missed payment, WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.

If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months as a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

### YOUR BILLING RIGHTS

#### KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and Lender's responsibilities under the Fair Credit Billing Act.

#### Notify Lender In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write Lender on a separate sheet at the address listed on your bill after the words: "Send your billing error notice to: (Lender's name and address)." Write to Lender as soon as possible. Lender must hear from you no later than 60 days after Lender sent you the first bill on which the error or problem appeared. You can telephone Lender, but doing so will not preserve your rights.

In your letter, give Lender the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

NOTICE: SEE THE FOLLOWING PAGE FOR ADDITIONAL PROVISIONS AND IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.

12-03-04 F PNL

CA057405



ORIGINAL



STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 349350006-6, Situs Address: 27090 IRMA ST, PERRIS, 92570 was \$35,000.00. The amount still due and owing as of the 4/25/2013 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$39,031.61; no further payments were received after this date.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

6-14-13  
DATE: MONTH, DAY, YEAR

Timothy J. Wallace, VP  
Beneficial Financial I Inc successor by merger to Beneficial California Inc.  
Timothy J. Wallace-Vice President and Assistant Vice President of the  
Administrative Services Division

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of Florida

County of Hillsborough

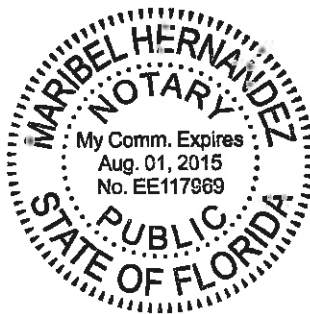
On June 14 2013 before me, Maribel Hernandez, personally appeared  
(Date) (here insert name and title of the officer)

Timothy J. Wallace, 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.

[Signature] (seal)  
Signature of Notary Public



### Amount Due And Payable Calculation

Trustor(s) or Debtor(s): Esther Garcia  
Beneficiary(ies) or Creditor(s): Beneficial Financial I Inc successor by merger to  
Beneficial California Inc.  
Instrument Number: 2005-0785065  
County: Riverside  
APN: 349350006-6

Original Principal Balance of Loan: \$35,000.00

Interest Rate: 18.9%

Interest Accrual to Date: 4/25/2013

Late Payment Penalty-Percent: 5%

**Total Due to Date: \$39,031.61**

State of California  
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

BENEFICIAL FINANCIAL I INC.

FILE NUMBER: C2040332  
FORMATION DATE: 09/11/1998  
TYPE: DOMESTIC CORPORATION  
JURISDICTION: CALIFORNIA  
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,  
hereby certify:

The records of this office indicate the entity is authorized to  
exercise all of its powers, rights and privileges in the State of  
California.

No information is available from this office regarding the financial  
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate  
and affix the Great Seal of the State of  
California this day of August 02, 2012.

*Debra Bowen*

DEBRA BOWEN  
Secretary of State



**CERTIFICATE**

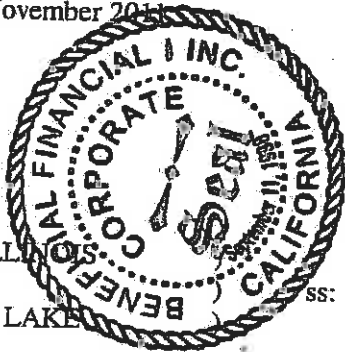
**BENEFICIAL FINANCIAL I INC.**  
(successor by merger to Beneficial California Inc.)

The undersigned does hereby certify that she is a duly appointed, qualified and acting Assistant Secretary of Beneficial Financial I Inc., a California corporation and successor by merger to Beneficial California Inc., (the "Company"), and that as such Assistant Secretary I have custody of the corporate books and records and hereby certify that:

1. Attached hereto as Exhibit A is a true and complete copy of the resolutions of the Company duly adopted on May 5, 2011 relating to the Administrative Services Division of the Company and said resolutions have not been amended or rescinded and are now in full force and effect; and
2. Timothy Wallace is a duly appointed and acting Vice President and Assistant Secretary of the Administrative Services Division of the Company and in said capacity is authorized to execute any and all documents as may be necessary or advisable at any time and from time to time to satisfy and facilitate his role on behalf of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company this 30th day of November 2011.

[SEAL]



*Lynne C. Zarembo*  
Lynne C. Zarembo  
Assistant Secretary

STATE OF ILLINOIS  
COUNTY OF LAKE ss:

I, Trudy Roalkvam, a Notary Public, do hereby certify that Lynne C. Zarembo personally known by me to be the same person whose name is designated and signed above as an Assistant Secretary, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that she, being duly authorized, signed, sealed, and delivered the said instrument as the free and voluntary act of said entities and as her own free and voluntary act, for the uses and purposes set forth therein.

Given under my hand and notarial seal this 30th day of November 2011.

[SEAL]



*Trudy T. Roalkvam*  
Trudy T. Roalkvam  
Notary Public

**Confirmation of the Administrative Services Division**  
**Unanimous Written Consent of the Board of Directors of**  
**Beneficial Financial I Inc. (the "Company") dated May 5, 2011**

WHEREAS, the Company created the Administrative Services Division for the purpose of servicing the Company's loan operations.

NOW THEREFORE BE IT RESOLVED that the Administrative Services Division is hereby confirmed for the purpose of preparing, managing, executing and delivering certain documents and actions in connection with and for the purpose of servicing loans on behalf of the Company;

FURTHER RESOLVED that the President, a Vice President or any Assistant Vice President is hereby authorized and empowered in the Company's name and on its behalf to appoint various individuals to the office of Vice President & Assistant Secretary of the Administrative Services Division of the Company (for purposes herein, referred such appointed individuals is an "Authorized Individual");

FURTHER RESOLVED that such Authorized Individual is hereby authorized and directed to take, or cause to be taken, all such action and to prepare, execute, file and deliver any and all documents, certificates, instruments as may be necessary or advisable from time to time to satisfy, release, quitclaim, discharge, terminate or subordinate certain mortgages, pledges, assignments, notes, deeds of trust, security interests, judgments or other liens or interest in real or personal property as taken or held by the Company as security for loans or debts;

FURTHER RESOLVED that such Authorized Individual is hereby authorized and directed to take, or cause to be taken, all such action to prepare, execute, file and deliver any and all documents as may be necessary or advisable from time to time, including a power of attorney, to institute, defend and facilitate a foreclosure action on behalf of the Company or retain such outside counsel, agency or third party to act as the Company's agent in a foreclosure action;

FURTHER RESOLVED that such Authorized Individual is hereby authorized and directed to take, or cause to be taken, all such action and to prepare, execute, file and deliver any and all documents as may be necessary or advisable from time to time, including a power of attorney, to institute, defend and facilitate a bankruptcy action on behalf of the Company or retain such outside counsel, agency or third party to act as the Company's agent in a bankruptcy action;

FURTHER RESOLVED that such Authorized Individual working on behalf of the Company's Real Estate Owned Division is hereby authorized and directed to take, or cause to be taken, all such action to prepare, execute, file and deliver any and all documents as may be necessary or advisable from time to time to facilitate the sale or release of certain real estate owned by the Company, including by not limited, listing agreements, real estate sales contracts and addendums (as maybe amended, supplemented or otherwise modified from time to time), satisfactions, releases, quitclaims, discharges, termination or subordination of mortgages, HUD-1 Settlement Statements (as maybe amended, supplemented or otherwise modified from time to time), escrow instructions, pledges, assignments, notes, deeds of trust, security interests, judgments or other liens or interest on real or personal property as taken or held by the Company as security for loans or debts as such Authorized Individual is so directed and assigned such responsibility by the Authorized Individual's Unit Manager of the Company's Real Estate Owned Division;

FURTHER RESOLVED, that each Authorized Individual is authorized and directed to take, or cause to be taken, all such action and to execute, deliver, certify and/or file or cause to be executed and delivered, all such agreements, amendments, undertakings, documents, instruments and certificates and to pay all related costs and expenses as such officer shall approve as necessary and/or advisable in order to

carry out the intent and accomplish the purposes of the foregoing resolutions and the transactions contemplated thereby, the taking of such actions and the execution, delivery, and/or certification of such documents to be conclusive evidence of such approval; and

FURTHER RESOLVED, that any and all actions taken in connection with the objectives of the foregoing resolutions by any individual appointed to the Company's Administrative Services Division, or any person pursuant to a power of attorney granted by such officer, prior to the date of these resolutions is hereby ratified, confirmed and approved.

ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the assignor as a "party of interest" must be provided at the time this document is filed with the Treasurer-Tax Collector. PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS.

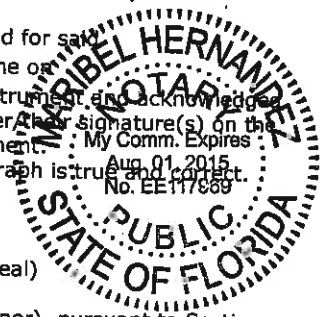
As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby assign to GLOBAL DISCOVERIES, LTD. my right to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 349350006-6, Tax Sale Number, Item 171 sold at public auction on 4/25/2013. I understand that the total of excess proceeds available for refund is \$ 36,558.00+/-, and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VALUABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning.

[Signature] 6-14-13  
(Signature of Party of Interest/Assignor) (Date)  
Tax ID/SS# \_\_\_\_\_

Beneficial Financial I Inc successor by merger to Beneficial California Inc.-By: Timothy J. Wallace-Vice President and Assistant Secretary of the Administrative Services Division  
(Name Printed)  
636 Grand Regency Blvd  
(Address)  
Brandon, FL 33510  
(City/State/Zip)  
813-571-8505  
(Area Code/Telephone Number)

STATE OF Florida  
COUNTY OF Hillsborough )ss.

On June 14, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Timothy J. Wallace Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to 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. My Comm. Expires Aug 01, 2015 No. EE117889  
WITNESS my hand and official seal.



[Signature]  
(Signature of Notary)

(This area for official seal)

I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest (assignor), pursuant to Section 4675 of the California Revenue and Taxation Code, all facts of which I am aware relating to the value of the right he is assigning, that I have disclosed to him the full amount of excess proceeds available, and that I HAVE ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN WITHOUT ASSIGNING THAT RIGHT.

[Signature]  
(Signature of Assignee)

Jed Byerly, Chief Operating Officer  
(Name Printed)

Tax ID/SS# \_\_\_\_\_

Global Discoveries, Ltd.  
(Address)

STATE OF CALIFORNIA )ss.  
COUNTY OF Stanislaus )

P.O. Box 1748  
Modesto, California 95353-1748  
(City/State/Zip)  
Phone: (209) 593-3913

On 6-18-13, before me, the undersigned, a Notary Public in and for said State, personally appeared \*\*\*Jed Byerly\*\*\* 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. My Comm. Expires Aug 01, 2015 No. EE117889  
WITNESS my hand and official seal.

[Signature]  
(Signature of Notary)

(This area for official seal)

117-174 (3/85) (Ret-Perm)  
GD Number: 18825-176807



**CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY**

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 349350006-6

Item Number: 171

Date of Sale: 4/25/2013

The undersigned claimant, Global Discoveries, Ltd., claims \$36,558.00+/- or 100% of the claimant's share of the actual amount of excess proceeds from the sale of the property referenced above.

Global Discoveries, Ltd., claims its status as a party of interest pursuant to Section 4675 of the California Revenue and Taxation Code based upon the attached documentation:

Please refer to Claim Summary and attached Documents

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

Executed this 18<sup>th</sup> day of JUNE, 20 13 at Modesto, California.

By: [Signature]  
Jed Byerly, Chief Operating Officer  
Global Discoveries, Ltd. Tax ID # 77-0558969  
P.O. Box 1748  
Modesto, CA 95353-1748  
(209) 593-3913

**CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC**

State of California )

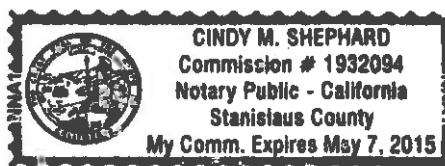
County of Stanislaus )

On 6-18-13 before me, Cindy M Shephard, Notary Public, personally appeared  
(Date) (here insert name and title of the officer)  
Jed Byerly

\_\_\_\_\_, 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.  
Cindy M Shephard (seal)  
Signature of Notary Public



**Florida DRIVER LICENSE CLASS E**



**TIMOTHY JAMES WALLACE**

DOB: 06-01-1969 SEX: M.  
 ISSUED: 06-21-2010 HSP: 5-0  
 EXPIRES: 06-01-2018  
 HEAT: A  
 ENDORSE:

*Timothy J. Wallace*

**SAFE DRIVER**  
 Operator of a motor vehicle constitutes consent to any sobriety test required by law.

**RESTRICTIONS: A-Corrective Lenses**

**ENDORSEMENTS:**

**CLASS: E - Any non-commercial vehicle with a GVWR less than 26,001 lbs. or any RV**

**REPLACEMENT LICENSE REQUIRED WITHIN 10 DAYS OF ADDRESS OR NAME CHANGE**  
 The State of Florida retains all property rights herein.



Executive Director  
 Julie Jensen  
 Sandra C. Lambert  
 Director of Driver Licenses  
 HSP 1002001A  
 Rev Date 08-21-07  
[www.flhcsos.gov](http://www.flhcsos.gov)





**Green-Howse, Shawana**

Statement of money owed  
6-14-13

**From:** Amy Elmer <amy.elmer@gd-ltd.com>  
**Sent:** Tuesday, March 17, 2015 7:35 PM  
**To:** Green-Howse, Shawana  
**Cc:** Michelle Reynosa  
**Subject:** Our File #18825: EP 196-171, APN 349350006-6

I am still working on this request Shawana. Any additional information that is repetitive in the bank's eyes is a red flag. Which in turn causes delays. I will get you a better update as soon as I receive further notification from HSBC. I apologize for any inconvenience.

*Respectfully,*

*Amy L. Elmer  
Manager of Claims Processing  
Direct Line: 209.593.3917*

**CONFIDENTIALITY NOTICE:**

*This e-mail transmission, and any documents, files or previous e-mail messages attached to it may contain confidential information that is legally privileged and is intended for the designated recipient only. If you have received it in error, please notify the sender immediately and delete the original. Any other use of the email by you is STRICTLY PROHIBITED.*

---

**From:** Green, Shawana [mailto:SSGreen@co.riverside.ca.us]  
**Sent:** Tuesday, March 10, 2015 4:10 PM  
**To:** Amy Elmer  
**Cc:** Michelle Reynosa  
**Subject:** RE: EP 196-171, APN 349350006-6

Hi Amy,

Do you have an update for the following request?

Shawana Green  
County of Riverside  
Treasurer-Tax Collector  
[ssgreen@co.riverside.ca.us](mailto:ssgreen@co.riverside.ca.us)

---

**From:** Amy Elmer [mailto:amy.elmer@gd-ltd.com]  
**Sent:** Monday, February 02, 2015 12:22 PM  
**To:** Green, Shawana  
**Cc:** Michelle Reynosa  
**Subject:** RE: EP 196-171, APN 349350006-6

*Thank you Shawana we will get right on it!*

*Amy L. Elmer  
Manager of Claims Processing  
Direct: 800.710.1703  
Direct: 209.593.3917*

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---

**From:** Green, Shawana [<mailto:SSGreen@co.riverside.ca.us>]  
**Sent:** Monday, February 02, 2015 12:21 PM  
**To:** Amy Elmer  
**Cc:** Michelle Reynosa  
**Subject:** EP 196-171, APN 349350006-6

Hi Amy,

We will be working on the EP claims for EP 196-171, APN 349350006-6. Please send us an updated statement of monies owed for assignor, Beneficial California Inc.

Shawana Green  
County of Riverside  
Treasurer-Tax Collector  
[ssgreen@co.riverside.ca.us](mailto:ssgreen@co.riverside.ca.us)

## Pazicni, Jennifer

---

**From:** Amy Elmer <amy.elmer@gd-ltd.com>  
**Sent:** Wednesday, May 13, 2015 11:51 AM  
**To:** Pazicni, Jennifer  
**Cc:** Michelle Reynosa  
**Subject:** RE: EP 196-171, APN 349350006-6 & EP 197 208 APN-773224006-7

**Importance:** High

Jennifer,

Hello There, I just received a call from someone at the county regarding these two inquiries. The bank is having difficulty obtaining approval to submit a document that has already been provided to you. The problem we face when going back to the bank on deals like this is they have a strenuous process they have to go through to obtain authorization to provide any type of information when they see it has already been provided. When the upper level reviews this type of request, they question why they need to sign the document. Hence the reason why we have questioned the county on this issue on several occasions in the past.

I am working diligently, but it is taking much longer than a one off bank of an individual beneficiary. The large financial institutions are held to a higher regard than most especially since the mortgage meltdown. Getting them to sign anything than the bare minimum is a process. I will update you as soon as they get back to me. I apologize for any inconvenience. Please know I am doing my best. Is there anything else we can do? Obviously the bank is owed the money and I now understand why the county requests the document again before processing for payment. (it is a slight possibility the borrower makes an additional payment during the course of processing the claim). Any help you can provide is greatly appreciated.

*Respectfully,*

*Amy L. Elmer  
Manager of Claims Processing  
Direct Line: 209.593.3917*

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## Green, Shawana

---

**From:** Green, Shawana  
**Sent:** Tuesday, March 10, 2015 4:10 PM  
**To:** 'Amy Elmer'  
**Cc:** Michelle Reynosa  
**Subject:** RE: EP 196-171, APN 349350006-6

Hi Amy,

Do you have an update for the following request?

Shawana Green  
County of Riverside  
Treasurer-Tax Collector  
[ssgreen@co.riverside.ca.us](mailto:ssgreen@co.riverside.ca.us)

---

**From:** Amy Elmer [<mailto:amy.elmer@gd-ltd.com>]  
**Sent:** Monday, February 02, 2015 12:22 PM  
**To:** Green, Shawana  
**Cc:** Michelle Reynosa  
**Subject:** RE: EP 196-171, APN 349350006-6

*Thank you Shawana we will get right on it!*

*Amy L. Elmer  
Manager of Claims Processing  
Direct: 800.710.1703  
Direct: 209.593.3917*

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---

**From:** Green, Shawana [<mailto:SSGreen@co.riverside.ca.us>]  
**Sent:** Monday, February 02, 2015 12:21 PM  
**To:** Amy Elmer  
**Cc:** Michelle Reynosa  
**Subject:** EP 196-171, APN 349350006-6

Hi Amy,

We will be working on the EP claims for EP 196-171, APN 349350006-6. Please send us an updated statement of monies owed for assignor, Beneficial California Inc.

Shawana Green  
County of Riverside  
Treasurer-Tax Collector  
[ssgreen@co.riverside.ca.us](mailto:ssgreen@co.riverside.ca.us)

## Green, Shawana

---

**From:** Amy Elmer <amy.elmer@gd-ltd.com>  
**Sent:** Monday, February 02, 2015 12:22 PM  
**To:** Green, Shawana  
**Cc:** Michelle Reynosa  
**Subject:** RE: EP 196-171, APN 349350006-6

*Thank you Shawana we will get right on it!*

*Amy L. Elmer  
Manager of Claims Processing  
Direct: 800.710.1703  
Direct: 209.593.3917*

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---

**From:** Green, Shawana [<mailto:SSGreen@co.riverside.ca.us>]  
**Sent:** Monday, February 02, 2015 12:21 PM  
**To:** Amy Elmer  
**Cc:** Michelle Reynosa  
**Subject:** EP 196-171, APN 349350006-6

Hi Amy,

We will be working on the EP claims for EP 196-171, APN 349350006-6. Please send us an updated statement of monies owed for assignor, Beneficial California Inc.

Shawana Green  
County of Riverside  
Treasurer-Tax Collector  
[ssgreen@co.riverside.ca.us](mailto:ssgreen@co.riverside.ca.us)

## Pazicni, Jennifer

---

**From:** Amy Elmer <amy.elmer@gd-ltd.com>  
**Sent:** Monday, May 18, 2015 3:01 PM  
**To:** Potenciano, Adrian  
**Cc:** Taylor, Desiree; Finley, Sandy; Pazicni, Jennifer  
**Subject:** Updated Statements  
**Attachments:** 349-350-006.pdf

Adrian/Jennifer

Here is the first Updated Statement. The original is on its way! Additionally, I have requested the remaining ones for all files pending for HSBC/Beneficial.

**From:** Potenciano, Adrian [<mailto:APotenciano@co.riverside.ca.us>]  
**Sent:** Friday, May 8, 2015 11:28 AM  
**To:** Amy Elmer  
**Cc:** Taylor, Desiree; Finley, Sandy; Pazicni, Jennifer  
**Subject:** FW: Message from WrkRm4BizHub

Hi Amy,

Attached is an email that Shawana had sent to you on March 31, 2015. Do you know where we are with obtaining the updated statements of monies owed. I have pulled the file and do not see we have received them as of yet. I have another claimant contacting us regarding the status of their claim.

Thanks,

Adrian Potenciano  
County of Riverside  
Treasurer - Tax Collector  
Tax Sale Operations Unit

May 18, 2015

VIA CERTIFIED MAIL

Riverside County  
Treasurer & Tax Collector  
Attn: Jennifer Pazicni  
4080 Lemon St. 4th Floor  
Riverside, CA 92501

APN: 349-350-006  
Date of Sale: 4/25/2013  
TC # 196  
Item #:171

Dear Ms. Pazicni:

Per your request, please find the following documentation to support our claim for the above referenced parcel:

- o **ORIGINAL UPDATED** Statement of Amount Due and Owing

We hope the above referenced assists in perfecting our claim for the above referenced parcel. If there is anything further that you may need, please contact me at (209) 593-3917 or (800) 710-1703.

Sincerely,



Amy L. Elmer  
Manager of Process and Developmet

Cc: Client File





STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 349-350-006, Situs Address: 27090 IRMA ST, PERRIS, CA 92570 was \$35,000.00. The amount still due and owing as of the 4/25/2013 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$39,031.61; no further payments were received after this date.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

5-15-15

DATE: MONTH, DAY, YEAR

*Timothy J. Wallace, VP*

Beneficial Financial 1 Inc successor by merger to Beneficial California Inc.  
Timothy J. Wallace-Vice President and Assistant Vice President of the  
Administrative Services Division

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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 Florida

County of Hillsborough

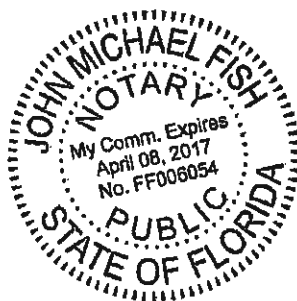
On 5/15/2015 before me, Timothy J. Wallace, VP, personally appeared  
(Date) (here insert name and title of the officer)

John Whitehead, Sr, 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.

*John Michael Fish* (seal)  
Signature of Notary Public



May 18, 2015

VIA CERTIFIED MAIL

Riverside County  
Treasurer & Tax Collector  
Attn: Jennifer Pazicni  
4080 Lemon St. 4th Floor  
Riverside, CA 92501

APN: 349-350-006  
Date of Sale: 4/25/2013  
TC # 196  
Item #:171

Dear Ms. Pazicni:

Per your request, please find the following documentation to support our claim for the above referenced parcel:

RECEIVED  
2015 MAY 21 PM 12:36  
RIVERSIDE COUNTY  
TREASURER-TAX COLLECTOR

- o ORIGINAL UPDATED Statement of Amount Due and Owing

We hope the above referenced assists in perfecting our claim for the above referenced parcel. If there is anything further that you may need, please contact me at (209) 593-3917 or (800) 710-1703.

Sincerely,



Amy L. Elmer  
Manager of Process and Developmet

Cc: Client File



STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 349-350-006, Situs Address: 27090 IRMA ST, PERRIS, CA 92570 was \$35,000.00. The amount still due and owing as of the 4/25/2013 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$39,031.61; no further payments were received after this date.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

5-15-15  
DATE: MONTH, DAY, YEAR

Timothy J. Wallace, VP  
Beneficial Financial I Inc successor by merger to Beneficial California Inc.  
Timothy J. Wallace-Vice President and Assistant Vice President of the  
Administrative Services Division

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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 Florida

County of Hillsborough

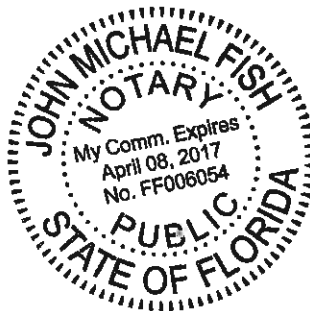
On 5/15/2015 before me, Timothy J. Wallace, VP, personally appeared  
(Date) (here insert name and title of the officer)

John Michael Fish, 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.

John Michael Fish (seal)  
Signature of Notary Public



TC 196-171

# Fax

To: Adrian Potencias  
From: Salcedo Roy P  
Fax: 951-955-3990  
Company: County of Riverside, Treasurer-Tax Collector

Date: August 21, 2013 ✓  
Subject: excess funds

Comments:

---

Roy Salcedo  
Collection: Al CA- Western Territory 4: Advisory Group 5  
ID: 1001023281  
24000 Avila Rd M/S 5905  
Laguna Niguel, CA 92677  
949-389-4584  
949-389-5004 FAX

Form <b>10492</b> (Rev. November 2007)	Department of the Treasury-Internal Revenue Service <b>Notice of Federal Taxes Due</b>	Escrow or Docket Number APN 349350006-6
To (Name of Escrow Holder, Agent of Taxpayer or Fiduciary) County of Riverside, Treasurer-Tax Collector		Amount due <b>\$30,991.97</b>

Address (Number, Street, P.O. Box, City, State, Zip code)

4080 Lemon St., PO BOX 12005  
Riverside, CA 92502-2205

You are hereby notified that there is now due, owing, and unpaid from -- (Name and Address of Taxpayer)

Esther Garcia  
27090 Irra Street, Perris, CA 92570

to the United States of America, the sum of thirty thousand nine hundred ninety one dollars & 97/100  
for Internal Revenue taxes secured by a lien pursuant to Internal Revenue Code (IRC) Sections 6321 and 6322, or the Estate Tax Lien  
arising under IRC Section 6324, from the date of each assessment.


Kind of Tax and Period	Taxpayer EIN or SSN	Assessment Date	Unpaid Assessed Balance	Accrued Interest	Accrued Late Payment Penalty	TOTAL
1040 12/31/2002	xxx-xx-4104	2/21/2005	-\$120.34	\$5352.75	\$1499.00	\$6731.41
1040 12/31/2003	xxx-xx-4104	10/8/2007	\$3916.32	\$7307.80	\$2592.23	\$7207.80
1040 12/31/2004	xxx-xx-4104	10/1/2007	\$4760.35	\$2745.15	\$971.50	\$8477.00
1040 12/31/2005	xxx-xx-4104	10/1/2007	\$1692.95	\$794.09	\$345.50	\$2832.54
1040 12/31/2006	xxx-xx-4104	5/28/2007	\$2016.00	\$706.03	\$499.50	\$3221.53
1040 12/31/2007	xxx-xx-4104	6/2/2008	\$1607.00	\$411.44	\$403.25	\$2421.69

Date after which additional interest will be charged	9/20/2013	Dated at <u>Laguna Niguel, CA 92677</u> this <u>21st</u> day of <u>August</u> , 2013
Date after which applicable late payment penalty will be charged	9/20/2013	

If a Notice of Federal Tax Lien(s) has been recorded, a *Certificate of Release of Federal Tax Lien* will be filed immediately *only if payment is made in cash or by either a certified, cashier's, or treasurers check. The check must be drawn on any bank or trust company incorporated under the laws of the United States, or of any state or possession of the United States. Payment also can be made by a United States postal, bank, express, or telegraph money order. If you pay by personal check, issuance of the certificate of release will be delayed until the bank honors the check.*

**Caution to Fiduciaries:** A representative of a person or an estate (except a trustee acting under Title 11) paying any part of a debt of the person or estate before paying a claim of the Government is liable to the extent of the payment for unpaid claims of the Government. (31 U.S.C. § 3713)

Please make payment payable to **United States Treasury** and send it to the Internal Revenue Service at the address below.

By (Name) ROY P SALCEDO	Title ADVISOR	ID Number 1001023281	Telephone number (949)389-4584
Address (Number, Street, P.O. Box, City, State, Zip code) Internal Revenue Service 24000 AVILA ROAD LAGUNA NIGUEL, CA 92677 ATTN: ROY P SALCEDO 2797-6716		Signature  ROY P SALCEDO	

Digitally signed by Roy  
Salcedo  
Date: 2013.08.21 10:12:40  
-07'00'



Notice Date: October 31, 2013 ✓

**CLAIM FOR EXCESS PROCEEDS**

**DON KENT-TAX COLLECTOR  
EXCESS PROCEEDS  
POST OFFICE BOX 12005  
RIVERSIDE CA 92502-2205**

Assessment No. : 349350006-6  
Item : 171  
Situs : 27090 Irma Street, Perris CA 92570  
Assessee : Esther Garcia  
FTB Account Number:

I, Deborah Barrett am the Supervisor of the Collection Advisory Team, Special Programs Bureau, of the State of California, Franchise Tax Board and am authorized to execute this claim on behalf of said Board.

The Franchise Tax Board hereby claims any or all of the excess proceeds resulting from the trustee sale or tax defaulted sale on April 29, 2013.

The claim is based on the fact that the Franchise Tax Board was a party in interest in the property at the time of sale and the following proof is submitted to establish rights to the excess proceeds:

A Certificate of Tax Due and Delinquency reflecting the current tax indebtedness of Esther Garcia, Account Number

A perfected and enforceable state tax lien arose upon all real property of Esther Garcia, pursuant to Revenue and Taxation Code Section 19221.

The amount of the claim for the Franchise Tax Board is **\$7,809.01**, as of April 29, 2013.

I declare under penalty of perjury that the foregoing and attached supporting documents are true and correct.

If you have any questions regarding this claim, contact Cindy Brasch of this department at 916-845-5008.

Deborah Barrett, Supervisor  
Collection Advisory Team

State of California  
Franchise Tax Board

Certificate of Tax Due and Delinquency

Filed Pursuant to Part 10.2, Division 2, Revenue and Taxation Code

State of California )  
                                  )  
County of Sacramento )

The Franchise Tax Board certifies that:

The taxpayer is delinquent in payment of tax, penalties, and interest imposed upon the taxpayer under the provisions of the California Revenue and Taxation Code.

The name of the taxpayer, the last known address, and the amount of tax, penalties, and interest with reference to which the taxpayer is delinquent are as follows:

ESTHER L GARCIA  
3900 FIR TREE DR 2J  
RIVERSIDE CA 92505 - 3566

<u>Tax Year</u>	<u>Tax</u>	<u>Penalties</u>	<u>Interest</u>	<u>Fees</u>	<u>Payments</u>	<u>Total</u>
2004	\$2,791.00	\$ 518.25	\$1,321.59	\$ 0.00	\$1,201.23	\$3,429.61
2006	\$1,817.00	\$ 172.75	\$ 255.25	\$155.00	\$1,126.00	\$1,274.00
2007	\$ 779.00	\$ 177.85	\$ 162.87	\$ 43.00	\$ 179.00	\$ 983.72
2009	\$1,816.00	\$ 806.30	\$ 207.70	\$123.00	\$ 831.32	\$2,121.68
<b>TOTAL</b>	<b>\$7,203.00</b>	<b>\$1,675.15</b>	<b>\$1,947.41</b>	<b>\$321.00</b>	<b>\$3,337.55</b>	<b>\$7,809.01</b>

Balance reflects the total liability as of the date of the sale April 29, 2013.

The following Certificate(s) of Amount of Tax, Penalties, and Interest Due have been filed as follows:

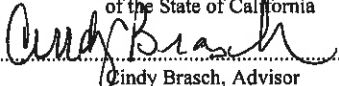
Cert No. 11102-363288 recorded in Riverside County on April 22, 2011 for the tax years 2004, 2006, 2007 under Instrument No. 2011-0177939.

Cert No. 12004-666079 recorded in Riverside County on January 27, 2012 for the tax year 2009 under Instrument No. 2012-0038229.

The taxpayer is indebted to the State of California in the above amount; no part of the indebtedness has been paid and the whole thereof is now due, owing and unpaid from the taxpayer to the State of California; the Franchise Tax Board has fully complied with all provisions of the Revenue and Taxation Code relating to the computation and levy of tax, penalties, and interest.

IN WITNESS WHEREOF the Franchise Tax Board has caused this Certificate to be executed in its name and on its behalf and its seal to be affixed by the undersigned, thereunto duly authorized.

Dated: October 31, 2013

FRANCHISE TAX BOARD  
of the State of California  
BY  .....  
Cindy Brasch, Advisor  
(916) 845-5008

**FOUND EXTRA MONEY, LLC**  
UNCLAIMED MONEY CONSULTANTS  
**WWW.FoundExtraMoney.com**  
Email: [Richard@foundextramoney.com](mailto:Richard@foundextramoney.com)

RECEIVED

✓ 2014 APR 29 AM 11:17

**LAS VEGAS OFFICE:**

8022 S. Rainbow Blvd. #362  
Las Vegas, NV 89139  
Toll Free: (888) 867-4785  
Fax No: (702) 331-4992

**LOS ANGELES OFFICE**  
TREASURER-TAX COLLECTOR  
9470 Wilshire Blvd. #1000  
Northridge, CA 91324  
Toll Free: (888) 867-4785  
Fax No.: (818) 701-7184

**PLEASE REPLY TO LOS ANGELES OFFICE**

April 14, 2014

Mr. Don Kent  
Riverside County Treasurer-Tax Collector  
P.O. Box 12005  
Riverside, CA 92502

**RE: Excess Proceeds Claim: Parcel Number 349-350-006-6 (27090 Irma St., Perris, CA 92570)**

Sale Date: 04/29/2013

Recorded Date: 06/20/2013

Claimant: ESTHER GARCIA—75% of \$36,500.00 = \$27,375.00

Claimant: FOUND EXTRA MONEY, LLC ("FEM, LLC")—25% of \$36,500.00 = \$9,125.00

Total Amount of Excess Proceeds: approximately \$36,500.00

Dear Mr. Kent:

Enclosed for your reference, please find the following documents in support of our claim(s) for the excess proceeds resulting from the tax sale of the above-referenced property at the Tax Collector's Public Tax Auction held on April 29, 2013:

1. Copy of the Individual Grant Deed recorded on March 28, 2001 showing ESTHER GARCIA as having been granted the property referenced by the above mentioned APN (2 pages);
2. County of Riverside, Office of the Treasurer-Tax Collector Sale of Tax-Defaulted Property (Sale #TC196) on April 25, 2013 thru April 29, 2013, showing the above referenced parcel to be Item# 171 on the sale list (1 page);
3. Riverside County Online Tax Sale Auction which started on April 25, 2013, and listing the Item #, Auction ID, APN #, Legal Description, Minimum Bid, and the Property Address (2 pages);



4. Property Report showing the legal description of the property, and ESTHER GARCIA as having been the seller of the property at the time of the Public Auction which was recorded on 06/20/2013 (3 pages);
5. Riverside County Claim for Excess Proceeds from the Sale of Tax-Defaulted Property signed by ESTHER L. GARCIA on April 2, (1 page);
6. Authorization, Assignment and Fee Agreement signed by ESTHER L. GARCIA (Assignor) on 04/02/2014 and FEM, LLC Assignee) signed on 04/08/2014 to pay 25% of the amount to FEM, LLC (1 page);
7. Notarized Assignment of Right to Collect Excess Proceeds to Found Extra Money, LLC, signed by ESTHER GARCIA on 04/02/2014, and by DENNIS A. MURKEY, Manager for Found Extra Money, LLC on 04/08/2014 (1 page);

Pursuant to California Courts of Appeals case law and statutory authority you must recognize that our rights, as an assignee, must be protected in any distribution of proceeds by issuing of a separate draft in the name of Found Extra Money, LLC. (*Marion Drive, LLC v. Saladino* (2006) 136 Cal.App.4<sup>th</sup> 1432, 1437; *Fjaeran v. Board of Supervisors* (1989) 210 Cal.App.3d 434,442; CA Rev. & Tax Code Sec. 4675, subd (e) (2). Assignments are permitted (Section 4675, subd. (b));

8. Riverside County Claim for Excess Proceeds from the Sale of Tax - Defaulted Property signed by FEM, LLC on 04/08/2014 (1 page);
9. A valid photo ID for ESTHER GARCIA (1 page);
- 10.A notarized Affidavit of Identity signed on 04/02/2014 declaring that ESTHER L. GARCIA and ESTHER GARCIA are one and the same person (1 page);
- 11.A completed and signed W-9 Form by ESTHER GARCIA dated 04/02/2014 (1 page);
- 12.A completed and signed W-9 Form by Found Extra Money, LLC dated 04/08/2014 (1 page);

13. Notarized Limited Power of Attorney authorizing Found Extra Money, LLC to represent ESTHER GARCIA as true and lawful attorney to do all things with regard to the collection of excess proceeds, and signed by ESTHER GARCIA on April 2, 2014 (1 page).

Please issue separate checks as follow:

ESTHER GARCIA—75% = \$27,375.00  
FOUND EXTRA MONEY, LLC—25% = \$9,125.00

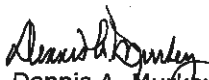
Mail to:

Found Extra Money, LLC  
9420 Reseda Blvd., #830  
Northridge, CA 91324

If you have any questions regarding the above, please do not hesitate to contact me at 888-867-4785.

Thank you.

Sincerely,

  
Dennis A. Murkey  
FEM, LLC



**FDT**

RECORDING REQUESTED BY:  
Gateway Title Insurance Company  
AND WHEN RECORDED MAIL TO:

Ms. Esther Garcia  
27080 Irma Street  
Perris, CA 92570

**DOC # 2001-128288**

03/28/2001 08:00 Fee:18.00  
Page 1 of 2 Doc T Tax Paid  
Recorded in Official Records  
County of Riverside  
Gary L. Dean  
Assessor, County Clerk & Recorder



N	S	U	PAGE	S-EE	SA	FORM	RECOR	EMP	REC'D
	11		2						
A	R	L				COPY	LONG	REPLAC	NOV

*33022434-TW*

ESCROW NO. 7348-L

*TA-008*

**INDIVIDUAL GRANT DEED**

TITLE ORDER NO.

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$ 84.00

computed on full value of property conveyed, or

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

Unincorporated area  City of Perris, AND

**T  
AG**

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

Elizabeth Gowens, Trustee of The Elizabeth Gowens Trust of September 16, 1988

heraby GRANT(s) to:

**ESTHER GARCIA, an Unmarried Woman**

the real property in the City of Perris, County of Riverside, State of California, described as:  
The Westerly 100 feet of Lot 59 of Progressive Subdivision as shown by Map on file in Book 18 Page  
56 of Maps in the office of the County Recorder of Riverside County, California.

ALSO KNOWN AS: 27080 Irma Street, Perris, CA 92570  
A.P. # 349-350-008

DATED January 8, 2001

STATE OF CALIFORNIA  
COUNTY OF Los Angeles

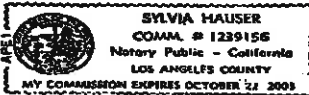
On Jan 22, 2001

before me, Sylvia Hauser, Notary Public in and for said State, personally appeared Elizabeth Gowens

Elizabeth Gowens, Trustee of The Elizabeth Gowens Trust of September 16, 1988

*Elizabeth Gowens Trustee*  
Elizabeth Gowens, Trustee

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



Signature *[Signature]*

(This area for official notarial seal)

Mail tax statements to: Ms. Esther Garcia, 27080 Irma Street, Perris, CA 92570



Order No. 33002434

**EXHIBIT "ONE"**

The Westerly 100 feet of Lot 59 of the Progressive Subdivision as per map recorded in Book 16, Page 56 of Maps, Riverside County Records.

Said land is also situated in the unincorporated area of Riverside County.

Excepting therefrom the mobile home located thereon.

2001-126209  
03-29-2001 09:00am  
2 of 2

COUNTY OF RIVERSIDE  
 OFFICE OF THE TREASURER-TAX COLLECTOR  
 SALE OF TAX DEFAULTED PROPERTY - TC196  
 APRIL 25, 2013 - APRIL 29, 2013

<u>ITEM#</u>	<u>ASSESSMENT#</u>	<u>STATUS</u>	<u>SALE PRICE</u>
136	323230036-4	REDEEMED	
137	325050018-6	REDEEMED	
138	325080029-9	REDEEMED	
139	325080031-0	REDEEMED	
140	325080032-1	REDEEMED	
141	325080034-3	REDEEMED	
142	325170001-1	REDEEMED	
143	326051006-5	REDEEMED	
144	326132030-6	REDEEMED	
145	326140001-5	REDEEMED	
146	326150013-7	REDEEMED	
147	326260012-6	REDEEMED	
148	326260013-7	REDEEMED	
149	327360012-2	REDEEMED	
150	331320024-0	REDEEMED	
151	331461002-6	REDEEMED	
152	336122005-6	REDEEMED	
153	340522034-9	REDEEMED	
154	341040019-4	NO BID	
155	341040050-1	NO BID	
156	341101003-7	NO BID	
157	341101004-8	NO BID	
158	341190012-1	OFF SALE	
159	342020048-5	REDEEMED	
160	342020049-6	REDEEMED	
161	342030010-1	REDEEMED	
162	342270026-8	NO BID	
163	345210016-4	REDEEMED	
164	346020012-0	REDEEMED	
165	346020013-1	REDEEMED	
166	347270023-0	REDEEMED	
<del>167</del>	<del>347360027-6</del>	<del>INCOMPLETE</del>	
168	349050048-7	REDEEMED	
169	349070033-5	REDEEMED	
170	349150044-2	OFF SALE	
171	349350006-6	SOLD	
172	350040016-7	NO BID	\$47,100.00
173	350040024-4	NO BID	
174	350072006-7	INCOMPLETE	
175	350083003-8	INCOMPLETE	
176	350091010-9	NO BID	
177	350102014-6	NO BID	
178	350102021-2	NO BID	
179	350103009-5	NO BID	
180	350103016-1	NO BID	

36,558

Reveries County Online Tax Sale  
Auction Starts Apr. 25th @ 11:00 AM

Item#	Auction ID	APN	Legal Description	Minimum Bid	Auction Ends Apr 25th (ET)	Property Address	City	Zip Code	Improvements	Land Value	Total Assessed Value	Ad Valorem Assessment	Special Assessment	Tax Bill Year	Total Tax Bill	Tax Rate Area	Tax Rate
1	6130118	107160098-8	1.18 ACRES IN PAR 1 PM 1630082 PM 24327	\$113,816	11:00 AM	1140 CALIFORNIA AVE	CORONA	92381	\$2,084,583	\$884,793	\$2,969,346	\$32,137	\$413	FY 2012-2013 as of 10/22/2012	\$32,550	004-000	01.08595
2	6130119	109201002-7	LOT 2 MB 0760082 TR 4674	\$9,448	11:00 AM	2014 CONEJO ST	CORONA	92382	\$43,344	\$16,377	\$59,721	\$649	\$80	FY 2012-2013 as of 10/22/2012	\$708	004-003	01.08595
3	6130200	113561033-9	2.1 ACRES IN LOT 76 MB 3890089 TR 31443	\$24,234	11:00 AM	2371 TAYLOR AVE	CORONA	92382	\$319,000	\$119,000	\$437,000	\$4,670	\$2,344	FY 2012-2013 as of 10/22/2012	\$7,013	004-000	01.08595
4	6130201	114521085-1	2.9 ACRES IN UNIT 3 CM IN 518/110 INT IN COMM LOTS 1,3,4 TR 28152-1 MB 2800049	\$15,894	11:00 AM	1192 SOLAR CIR	CORONA	92382	\$253,000	\$100,000	\$353,000	\$4,266	\$2,386	FY 2012-2013 as of 10/22/2012	\$8,654	004-076	01.08595
5	6130202	116152018-3	LOT 24 BLK F MB 0130655 OVERLOOK ADDITION TO CORONA	\$9,695	11:00 AM	VACANT			\$0	\$25,628	\$25,628	\$278	\$116	FY 2012-2013 as of 10/22/2012	\$395	004-000	01.08595
6	6130203	116152019-4	FOR LOTS 1 & 2 BLK 161 MB 0081008 8B SOUTH RIVERSIDE LAND & WATER CO	\$4,854	11:00 AM	VACANT			\$0	\$15,377	\$15,377	\$167	\$18	FY 2012-2013 as of 10/22/2012	\$183	004-000	01.08595
7	6130204	117150009-6	LOT 15 BLK 87 MB 0080068 8A SOUTH RIVERSIDE LAND & WATER CO	\$39,404	11:00 AM	418 GRAND BLV E	CORONA	92378	\$103,000	\$46,000	\$149,000	\$1,618	\$59	FY 2012-2013 as of 10/22/2012	\$1,677	004-001	01.08595
8	6130205	117252018-9	PO3 LOT 1 BLK B MB 0044025 8B HOLTS SUB OR BLOCK D	\$7,407	11:00 AM	1018 SHERIDAN ST S	CORONA	92382	\$27,053	\$69,988	\$97,041	\$978	\$50	FY 2012-2013 as of 10/22/2012	\$939	004-001	01.08595
9	6130206	118311018-5	.55 ACRES IN LOT 78 MB 2840020 TR 25779	\$23,992	11:00 AM	VACANT			\$0	\$194,204	\$194,204	\$2,109	\$282	FY 2012-2013 as of 10/22/2012	\$2,401	004-141	01.08595
10	6130207	122820009-8	2.75 ACRES W/ IN POR LOT 1 BLK 1 MB 0060074 RIVERSIDE ORANGE HERSHITS TR	\$16,930	11:00 AM	1280 CONESTOGA WAY	NORCO	92380	\$308,304	\$184,982	\$493,286	\$5,357	\$3,441	FY 2012-2013 as of 10/22/2012	\$8,797	015-007	01.08595
11	6130208	123200001-2		\$9,993	11:00 AM	2246 HILLSIDE AVE	NORCO	92380	\$21,034	\$48,005	\$69,039	\$695	\$38	FY 2012-2013 as of 10/22/2012	\$731	015-002	01.08595



## Real Estate Reports

**Property:**  
27090 Irma St  
Perris, CA 92570  
APN: 349-350-006

Data deemed reliable, but not guaranteed. LPS Data Services 2009.  
Copyright 2009 AgentPro247.com LoanPro247.com TitlePro247.com



### Property Details

Sanchez, Jose B  
27090 Irma St, Perris, CA 92570

APN: 349-350-006  
Riverside County

#### Owner Information

Primary Owner: SANCHEZ, JOSE B

Secondary Owner:

Mail Address: 18731 TERICORNIS AVE  
LAKE ELSINORE CA 92532

Site Address: 27090 IRMA ST  
PERRIS CA 92570

Assessor Parcel Number: 349-350-006

Census Tract: 0429.02

Housing Tract Number:

Lot Number: 59

Legal description: Lot: 59 Abbreviated Description: LOT:59 SUBD:PROGRESSIVE SUBDIVISION FOR LOT 59  
MB 016/056 PROGRESSIVE SUB

#### Sale Information

Sale Date: 06/20/2013

Document #: 2013-0295348

Sale Amount: \$47,100

Seller: GARCIA, ESTHER

Sale Type:

Cost/SF: \$37

#### Assessment & Tax Information

Assessed Value: \$51,000

Land Value: \$23,000

Imp. Value: \$28,000

Homeowner H  
Exemption:

% Improvement: 54.9%

Tax Amount: \$454.56

Tax Status: Delinquent: 2007

Tax Year: 2013

Tax Rate Area: 65-192

Tax Account ID:

#### Property Characteristics

Bedrooms: 3

Year Built: 1991

Pool:

Bathrooms: 2

Square Feet: 1,248 SF

Lot Size: 13,068 SF

Partial Baths:

Number of Units: 1

No of Stories: 1

Total Rooms:

Garage:

Fire Place:

Property Type: Single Family Residential Properties

Building Style:

Use Code: Residential(General)(Single)

Zoning:





## Transaction History

Sanchez, Jose B  
27090 Irma St, Perris, CA 92570

APN: 349-350-006  
Riverside County

## Prior Transfer

Recording Date: 06/20/2013	Document #: <u>2013-0285348 BK-PG -</u>
Price: \$47,100	Document Type: Public Action
First TD: N/A	Type of Sale: Sold For Taxes
Mortgage Doc #:	Interest Rate:
Lender Name:	
Buyer Name: SANCHEZ, JOSE B	
Buyer Vesting: N/A	
Seller Name: GARCIA, ESTHER	
Legal description: Lot: 59 Map Ref: MB16 PG56	

## Foreclosure Record

Recording Date: 08/14/2009	Document #: <u>2009-0424693 BK-PG -</u>
Document Type: Notice Of Default	
Beneficiary Name: BENEFICIAL CALIFORNIA INC	
Trustor Names: GARCIA, ESTHER	
Trustee Name: HOUSEKEY FINANCIAL CORPORATION	
Mailing Address: PO BOX 60145, CITY OF INDUSTRY, CA 91716-	
Trustee Phone #:	
TS#: 74-34848-3	Loan Doc #: 2005-0078883
Loan Date: 01/28/2005	Loan Amount: \$138,203
Contact Name: BENEFICIAL CALIFORNIA INC	
Attention: LOSS MITIGATION	
Mailing Address: 981 WEIGEL DR, ELMHURST, IL 60126-	
Legal description:	

## Mortgage Record

Recording Date: 08/22/2005	Document #: <u>2005-0785065 BK-PG -</u>
Loan Amount: \$35,000	Loan Type: Credit Line (Revolving)
TD Due Date:	Type of Financing:
Interest Rate:	
Lender Name: BENEFICIAL CALIFORNIA INC	
Lender Type: Finance Company	
Borrowers Name: GARCIA, ESTHER	
Vesting:	

## Mortgage Record

Recording Date: 01/28/2005	Document #: <u>2005-0078883 BK-PG -</u>
Loan Amount: \$138,203	Loan Type: Unknown
TD Due Date: 01/28/2025	Type of Financing:
Interest Rate:	
Lender Name: BENEFICIAL CALIFORNIA INC	
Lender Type: Finance Company	
Borrowers Name: GARCIA, ESTHER	
Vesting:	

## Mortgage Record

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

RECEIVED  
2014 APR 29 AM 11:17  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 196 Item 171 Assessment No.: 349350006-6

Assessee: GARCIA, ESTHER

Situs: 27090 IRMA ST PERRIS 92570

Date Sold: April 29, 2013

Date Deed to Purchaser Recorded: June 20, 2013

Final Date to Submit Claim: June 20, 2014

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of ~~\$31,500.00 (2001)~~ 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. 2013-0295348; recorded on 06/20/2013. 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.

INDIVIDUAL GRANT DEED DATED JANUARY 8, 2001 AND RECORDED ON 03/25/2001  
\_\_\_\_\_  
\_\_\_\_\_

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 2nd day of April, 2014 at Riverside, CA  
County, State

\* Esther L. Garcia  
Signature of Claimant  
ESTHER L. GARCIA  
RUSSEL L. GARCIA  
Print Name  
3900 FIR TREE DRIVE, # 3 I  
Street Address  
RIVERSIDE, CA 92505  
City, State, Zip  
(951) 312-7262  
Phone Number

\_\_\_\_\_  
Signature of Claimant  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City, State, Zip  
\_\_\_\_\_  
Phone Number

**FOUND EXTRA MONEY, LLC**  
UNCLAIMED MONEY CONSULTANTS  
**WWW.FoundExtraMoney.com**  
Email: [Richard@foundextramoney.com](mailto:Richard@foundextramoney.com)

**LAS VEGAS OFFICE:**  
8022 S. Rainbow Blvd. #362  
Las Vegas, NV 89139  
Toll Free: (888) 867-4785  
Fax No: (702) 331-4992

**LOS ANGELES OFFICE**  
9420 Reseda Blvd. #830  
Northridge, CA 91324  
Toll Free: (888) 867-4785  
Fax No.: (818) 701-7184

PLEASE REPLY TO: Los Angeles Office **CLAIM #: 2RI19-CA**

**AUTHORIZATION AND FEE AGREEMENT**

By executing this Agreement, the undersigned hereby authorizes Found Extra Money, LLC, ("FEM, LLC") by its agents and its representatives, as Claimants' exclusive agent, and its assignee, to locate, prepare, and process all documents and receive and disburse all funds owed to Claimant, according to the terms of this Agreement, either as an individual, trustee, agent for a business entity, or as a personal representative or heir of an estate.

In consideration and for the time and expense to locate Claimant and in preparing and in processing the claims for these funds, that FEM, LLC has located for Claimant's benefit, Claimant agrees that FEM, LLC shall receive **25% (twenty-five percent)** of the total funds recovered. FEM, LLC is solely responsible for all processing costs including research costs, document preparation, filing fees and other costs associated with the processing of this claim, or claims. **No fee will be charged to Claimant if there is no recovery of funds.**

Claimant agrees to sign and return all documents necessary to process this claim, within 3 business days of FEM, LLC's request for such. In the event that the claim is not paid, both parties are released of their duties and obligations under this Agreement and Claimant will have no obligation to pay FEM, LLC for any expenses it has incurred.

This Agreement may be signed in counterparts and a signed copy received electronically, or by fax, shall be deemed an original and shall be governed by the laws of the State of California. In the event a dispute arises, the prevailing party shall be entitled to attorney's fees, costs and other relief by the Court. Venue shall be in Los Angeles County, California.

I agree to the above.

Date: \* <sup>8:19</sup> 4-2-2014

FOUND EXTRA MONEY, LLC (OFFICE ONLY)

ESTHER L. GARCIA

APPLICANT/CLAIMANT (PLEASE PRINT):

\* Esther L. Garcia  
(SIGNATURE):

By: 

Title: MANAGER

Date: 04/08/2014

AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the assignor's claim as a "party of interest" must be provided at the time this document is filed with the Treasurer-Tax Collector. PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS.

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby make Found Area Money LLC my agent to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 399-250-006-6 sold at public auction on 04.29.2013. I understand that I AM NOT SELLING MY RIGHT TO THE REFUND, but merely naming an agent for collection purposes for my convenience.

I also understand that the total of excess proceeds available for refund is \$ 36,500.00 (Approx) and that I have a right to file a claim for this refund on my own, without the help of an agent. For valuable consideration received my agent is appointed to act on my behalf.

\* Esther L. Garcia  
(Signature of Party of Interest)

ESTHER L. GARCIA  
(Name Printed)

3900 Fir Tree Dr., # 31  
(Address)

RIVERSIDE, CA 92505  
(City/State/Zip)

(951) 312-7262  
(Area Code/Telephone Number)

STATE OF CALIFORNIA ) ss.  
COUNTY OF Riverside

On 4-2-2014 before me Amy Jared Notary Public, personally appeared Esther Garcia, 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.

Amy Jared  
(Signature of Notary)



I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest, pursuant to Section 4675 of the California Revenue and Taxation Code, the full amount of excess proceeds available and ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN, WITHOUT THE HELP OF AN AGENT.

Dennis A. Murkey  
(Signature of Agent)

DENNIS A. MURKEY MANAGER  
(Name Printed)

Found Area Money, LLC  
9420 RESEDA BLVD. # 830  
(Address)

NORTHRIDGE, CA 91324  
(City/State/Zip)

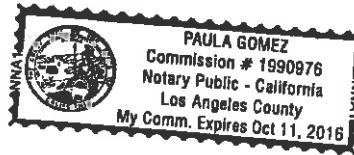
STATE OF CALIFORNIA ) ss.  
COUNTY OF Los Angeles

On April 08-2014 before me, the undersigned, a Notary Public in and for said State, personally appeared Dennis A. Murkey, 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.

WITNESS my hand and official seal.

Paula Gomez  
(Signature of Notary)

(This area for official seal)



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

RECEIVED

To: Don Kent, Treasurer-Tax Collector

2014 APR 29 AM 11:18

Re: Claim for Excess Proceeds

RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

TC 196 Item 171 Assessment No.: 349350006-6

Assessee: GARCIA, ESTHER

Situs: 27090 IRMA ST PERRIS 92570

Date Sold: April 29, 2013

Date Deed to Purchaser Recorded: June 20, 2013

Final Date to Submit Claim: June 20, 2014

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$36,500.00 from the sale of the above mentioned real property. I/We were the  lienholder(s), Assignee  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. 2013-0295348; recorded on 06/20/2013. 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.

ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

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 8<sup>th</sup> day of APRIL, 2014 at LOS ANGELES, CA  
County, State

DENNIS A. MURKIN, MANAGER  
Signature of Claimant

Signature of Claimant

FOUND EXTRA MONEY, LLC  
DENNIS A. MURKIN

Print Name

9420 RESEDA BLVD., # 830  
Street Address

Street Address

NORTHRIDGE, CA 91324  
City, State, Zip

City, State, Zip

(888) 867-4785  
Phone Number

Phone Number

RECEIVED 04/11/2014 15:04

Fax:

Apr 11 2014 03:00pm P001/001



CALIFORNIA

DRIVER LICENSE



*T. Garcia-Moran*

030 02021945  
T. GARCIA-MORAN  
EX. 03/02/2014

030 02021945  
SEX: M

DOB: 03/02/1945  
CLASS: C  
EXPIRES: 03/02/2014

**AFFIDAVIT OF IDENTITY - INDIVIDUAL**

State of California )

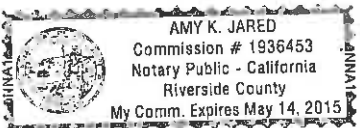
County of Riverside )

Affiant, ESTHER L. GARCIA, being first duly sworn on his/her oath, states  
Print Name  
that (s)he is familiar with ESTHER GARCIA and acknowledges that (s)he  
is one in the same person as ESTHER L. GARCIA, who is also known as  
\_\_\_\_\_ and \_\_\_\_\_.

*Esther L. Garcia*  
Affiant Signature before Notary Public

This instrument was acknowledged before me on 4-2-2014  
Date

by Esther L. Garcia  
Name of Person(s)



*A. K. Jared*  
Signature of notarial officer

My commission expires:  
5-14-2015  
Month, Day, Year

Notary Stamp

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)  
**Esther L. Garcia**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Other (see instructions) ▶ \_\_\_\_\_

Exemptions (see instructions):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_

Address (number, street, and apt. or suite no.)  
**3900 Fir Tree Dr., #31**

City, state, and ZIP code  
**Riverside, CA 92505**

Requester's name and address (optional)

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
Employer identification number								

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**    Signature of U.S. person: *Esther L. Garcia*    Date: *4-2-2014*

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

Name (as shown on your income tax return)  
**Found Extra Money, LLC**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **C**  
 Other (see instructions) ▶

Exemptions (see instructions):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_

Address (number, street, and apt. or suite no.)  
**9420 Reseda Blvd., #830**  
City, state, and ZIP code  
**Northridge, CA 91324**

Requester's name and address (optional)

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

Employer identification number									
4	5	-	5	6	1	1	2	9	8

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**    Signature of U.S. person *[Handwritten Signature]*    Date ▶ *04/08/2014*

**General Instructions**

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Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**FOUND EXTRA MONEY, LLC**

UNCLAIMED MONEY CONSULTANTS

WWW.FoundExtraMoney.com

Email: Richard@foundextramoney.com

**LAS VEGAS OFFICE:**

8022 S. Rainbow Blvd. #362  
Las Vegas, NV 89139  
Toll Free: (888) 867-4785  
Fax No: (702) 331-4992

**LOS ANGELES OFFICE**

9420 Reseda Blvd. #830  
Northridge, CA 91324  
Toll Free: (888) 867-4785  
Fax No.: (818) 701-7184

**LIMITED POWER OF ATTORNEY**

**BE IT KNOWN that Esther L. Garcia** has made and appointed and by these presents does hereby make and appoint **Found Extra Money, LLC**, in his/her name, place and stead, for the following and limited purposes only: TO DO ALL THINGS NECESSARY TO THE FILING, COLLECTION AND RECOVERY OF ANY AND ALL UNCLAIMED PROPERTY AND/OR EXCESS PROCEEDS FUNDS FROM ANY/ALL FINANCIAL INSTITUTIONS AND/OR GOVERNMENT AGENCIES, giving and granting said attorney full power and Authority to do and perform all and every act and thing whatsoever necessary to be done in And about the specific and limited premises (set out herein) as fully, to all intents and purposes as might or could be done if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney shall lawful do or cause to be done by virtue hereof.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal on this 2nd day of April, 2014.

Esther L. Garcia  
(Signature)

Esther L. Garcia  
(Please Print)

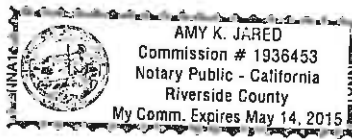
State of California

County of Riverside

On 4-2-2014, before me, Amy K. Jared, Notary Public, personally appeared Esther L. Garcia who proved to me the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledge 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.

Amy K. Jared  
Notary Public  
My Commission Expires on: 5-14-2015



(Place Notary Seal above)

162	613128	34270028-9	4.81 ACRES M/L IN POR PAR 3 PM 01/30/07 PM 5950	\$23,943	11:45 AM	VACANT		\$0	\$102,798	\$102,798	\$1,085	\$478	FY 2012-2013 as of 10/22/2012	\$1,564	087-030	01/06/09
163	613129	345210016-4	1.39 ACRES GNS IN PARS B & 2 PM 07/100 PM 13/728	\$2,533	11:46 AM	VACANT		\$0	\$4,832	\$4,832	\$31	\$411	FY 2012-2013 as of 10/22/2012	\$92	087-050	01/06/09
164	613130	34802012-0	10.00 ACRES IN POR NW 1/4 OF SEC 7 T5S R4W FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS	\$4,211	11:46 AM	VACANT		\$0	\$32,983	\$32,983	\$347	\$709	FY 2012-2013 as of 10/22/2012	\$1,058	087-005	01/06/28
165	613131	34802013-4	10.00 ACRES IN POR NW 1/4 OF SEC 7 T5S R4W FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS	\$3,437	11:45 AM	VACANT		\$0	\$32,983	\$32,983	\$347	\$5	FY 2012-2013 as of 10/22/2012	\$332	087-005	01/06/28
166	613132	347270023-0	3.39 ACRES M/L IN POR PAR 27 PM 02/08/07 PM 6530	\$20,293	11:46 AM	VACANT		\$0	\$318,987	\$318,987	\$3,211	\$147	FY 2012-2013 as of 10/22/2012	\$3,359	085-005	01/00/50
167	613133	34730027-5	30 ACRES IN PAR 3 PM 02/28/04 PM 107	\$13,807	11:46 AM	VACANT	1835 HONEY LN	\$90,000	\$17,000	\$97,000	\$809	\$28	FY 2012-2013 as of 10/22/2012	\$392	085-081	01/00/50
168	613134	34803048-7	81 ACRES M/L IN POR PAR 38 RS 02/09/7 FOR LOT 59 MB PROGRESSIVE SUB	\$13,077	12:00 PM	20945 WALLNUT ST	PERNIS	\$25,000	\$36,000	\$71,000	\$642	\$24	FY 2012-2013 as of 10/22/2012	\$686	085-193	01/00/50
171	613135	34830008-5	LOT 402 MB 624015 TR 2257	\$10,572	12:00 PM	27099 IRMA ST	PERNIS	\$37,000	\$31,000	\$68,000	\$812	\$13	FY 2012-2013 as of 10/22/2012	\$525	085-192	01/00/50
172	613136	35004015-7	LOT 402 MB 624015 TR 2257	\$6,158	12:00 PM	VACANT		\$0	\$44,386	\$44,386	\$478	\$104	FY 2012-2013 as of 10/22/2012	\$681	085-172	01/07/22
173	613137	35004024-4	1.04 ACRES M/L IN LOTS 407 & 408 MB 624015 TR 2257	\$5,401	12:00 PM	VACANT		\$0	\$32,178	\$32,178	\$345	\$105	FY 2012-2013 as of 10/22/2012	\$451	085-172	01/07/22
174	613138	35007208-7	LOT 6 BLK 2 MB 022089 QUAIL VACANT HIGHLANDS TR	\$8,291	12:00 PM	VACANT		\$0	\$34,812	\$34,812	\$374	\$104	FY 2012-2013 as of 10/22/2012	\$478	085-172	01/07/22