

FORM APPROVED COUNTY COUNSEL *6/29/15*
 BY: *[Signature]* GREGORY P. PRIAMOS DATE

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

602A



SUBMITTAL DATE:
JUN 29 2015

FROM: Don Kent, Treasurer/Tax Collector

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 196, Item 597. Last assessed to: New Horizons Real Estate Inc., a California Corporation. District 5 [\$14,080] Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:
 1. Approve the claim from Craland Recoveries, Inc., agent for Jeffrey A. Spoelder for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 666090010-4;
 (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)

[Signature]
 Don Kent
 Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 14,080	\$ 0	\$ 14,080	\$ 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 7/13/15*
 County Executive Office Signature Samuel Wong

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.: District: 5 Agenda Number:

9-57

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 597. Last assessed to: New Horizons Real Estate Inc., a California Corporation. District 5 [\$14,080] Fund 65595 Excess Proceeds from Tax Sale.

DATE: JUN 29 2015

PAGE: Page 2 of 2

RECOMMENDED MOTION:

2. Deny the claim from Edward J. Rush;
3. Deny the claim from New Horizons Real Estate Inc.;
4. Deny the claim from Jay Amin, assignee for Urvashi Amin of New Horizons Real Estate Inc.;
5. Authorize and direct the Auditor-Controller to issue a warrant to Craland Recoveries, Inc., agent for Jeffrey A. Spoelder in the amount of 14,080.80 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 Craland Recoveries, Inc., agent for Jeffrey A. Spoelder based on an Authorization for Agent to Collect Excess Proceeds dated September 3, 2013, a Short Form Deed of Trust and Assignment of Rents recorded April 15, 2005 as Instrument No. 2005-0299297, and a Judgment of Dissolution filed April 16, 2008.
2. Claim from Edward J. Rush based on a Short Form Deed of Trust and Assignment of Rents recorded October 25, 2005 as Instrument No. 2005-0878707.
3. Claim from New Horizons Real Estate Inc. based on a Grant Deed recorded April 15, 2005 as Instrument No. 2005-0299296.
4. Claim from Jay Amin, assignee for Urvashi Amin of New Horizons Real Estate Inc. based on an Assignment of Rights to Claim Excess Proceeds dated June 12, 2014 and a Grant Deed recorded April 15, 2005 as Instrument No. 2005-0299296.

Pursuant to Section 4675 (a), (b), (c) & (e) of the California Revenue and Taxation Code, it is the recommendation of this office that Craland Recoveries, Inc., agent for Jeffrey A. Spoelder be awarded excess proceeds in the amount of \$14,080.80. Since the amount claimed by Craland Recoveries, Inc., agent for Jeffrey A. Spoelder exceeds the amount of excess proceeds available, there are no funds available for consideration for the claims from Edward J. Rush, New Horizons Real Estate, Inc and Jay Amin, assignee for Urvashi Amin of New Horizons Real Estate, Inc. 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 the Excess Proceeds Claim forms and supporting documentation are attached.

CRALAND RECOVERIES, INC.

Mailing Address:
P.O. Box 424
Beverly Hills, CA 90213

(866) 807-3997 (Toll-free)
(310) 276-0431
Fax: (310) 278-1599

E-mail: cralandrecoveries@sbcglobal.net

Our Reference: RIV13B-66

September 11, 2013

Don Kent, Treasurer-Tax Collector,
P.O. Box 12005,
Riverside, CA 92502-2205

BY CERTIFIED MAIL

Re: Claim by Jeffrey A. Spoelder for excess proceeds of \$14,080.80 resulting from Tax Default Sale of AP No. 666-090-010-4 at Tax Sale TC 196, Item 597, held during April, 2013

Dear Sir/Madam:

We have been requested by Mr Jeffrey A. Spoelder to prepare and file his claim as above stated. We accordingly enclose herewith the following documents, all duly completed:

1. Claim for Excess Proceeds, with attachments thereto.
2. Authorization for Agent to Collect Excess Proceeds.

Please let us know if you require anything further.

Very truly yours,

CRALAND RECOVERIES, INC.

ISAAC CRAMER
PRESIDENT

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

To: **Don Kent, Treasurer-Tax Collector**

Re: **Claim for Excess Proceeds**

TC 196 Item 597 Assessment No.: 666090010-4

Assessee: NEW HORIZONS REAL ESTATE INC

Situs:

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 \$ 14,080.80 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. 2005-299297, recorded on 4/15/2005. 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.

PLEASE REFER TO THE ATTACHED DECLARATION BY JEFFREY A. SPOELDER AND TO THE ATTACHMENTS THERETO, WHICH IT IS REQUESTED BE REGARDED AS IF INCORPORATED HEREIN.

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 19 day of Aug, 2013 at Palm Springs, California
County, State

Signature of Claimant

Signature of Claimant

JEFFREY A. SPOELDER

Print Name

Print Name

2300 S. Broadmoor,

Street Address

Street Address

Palm Springs, CA 92264

City, State, Zip

City, State, Zip

(760) 333-5053 Cramer at (310) 276-0431

Phone Number

Phone Number

regarding any query

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 Craland Recoveries, Inc. 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 666-090-010-4 sold at public auction on April 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 \$ 14,080.80 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.

[Signature]
(Signature of Party of Interest)

JEFFREY A. SPOELDER
(Name Printed)

2300 S. Broadmoor
(Address)

STATE OF CALIFORNIA)ss.
COUNTY OF RIVERSIDE

Palm Springs, CA 92264
(City/State/Zip)

(760) 333-5053
(Area Code/Telephone Number)

On _____, before me, _____, personally appeared JEFFREYA SPOELDER, 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 forgoing paragraph is true and correct.

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, 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.

[Signature]
(Signature of Agent)

ISAAC CRAMER, President of CRALAND RECOVERIES, INC.
(Name Printed) a California corporation

P.O. BOX 424
(Address)

STATE OF CALIFORNIA)ss.
COUNTY OF LOS ANGELES

[Phone: (310) 276-0431]
BEVERLY HILLS, CA 90213
(City/State/Zip)

On _____, before me, the undersigned, a Notary Public in and for said State, personally appeared ISAAC CRAMER, 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.

SEE ATTACHED
WITNESS my hand and official seal.
[Signature]
(Signature of Notary)

(This area for official seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of RIVERSIDE

On 09/03/2013 before me, ANGEL MENDEZ

personally appeared JEFFREY A. SPOELDER

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.



Place Notary Seal Above

Signature: [Handwritten Signature] Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS

Document Date: 09/03/2013 Number of Pages: 1

Signer(s) Other Than Named Above: ISAAC CRAMER

Capacity(ies) Claimed by Signer(s)

- Signer's Name: Signer's Name:
Corporate Officer - Title(s):
Individual
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

Signer Is Representing: Signer Is Representing:

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 9/10/2013 before me, Alberto Pereira, Notary Public
(Here insert name and title of the officer)

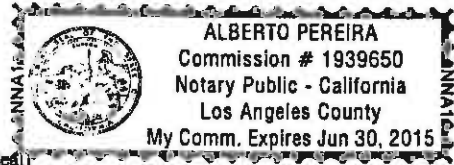
personally appeared ISAAC CRAMER

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.

Alberto Pereira
 Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 9/10/13
 SIGNER OTHER THAN NAMED ABOVE:
JEFFREY A. SPOELDER
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

President of Craland Recoveries, Inc.
(Title)

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ◊ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ◊ Indicate title or type of attached document, number of pages and date.
 - ◊ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, September 6, 2013. Please refer to Processing Times for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	CRALAND RECOVERIES, INC.
Entity Number:	C2718234
Date Filed:	01/18/2005
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	2526 ANGELO DRIVE
Entity City, State, Zip:	LOS ANGELES CA 90077
Agent for Service of Process:	ISAAC CRAMER
Agent Address:	2526 ANGELO DRIVE
Agent City, State, Zip:	LOS ANGELES CA 90077

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code section 2114 for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to Name Availability.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to Information Requests.
- For help with searching an entity name, refer to Search Tips.
- For descriptions of the various fields and status types, refer to Field Descriptions and Status Definitions.

[Privacy Statement](#) | [Free Document Readers](#)

Copyright © 2013 California Secretary of State

DOC # 2005-0299297

04/15/2005 08:00A Fee:31.00
Page 1 of 8

Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder

B



RECORDING REQUESTED BY:
ORANGE COAST TITLE COMPANY
AND WHEN RECORDED, MAIL TO:

Jeffrey A. Spielder and
Roni L. Spoelder
864 North Riverside Dr.
Palm Springs, CA 92264

M	S	U	PAGE	SIZE	DA	PCOR	NOGOR	SMF	MSC
✓	2		6		1				
									MA
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

3/

ASSESSOR'S PARCEL NO.: 666-090-010
TITLE ORDER NO.: 017443-02
ESCROW NO.: 1851-HG



This Deed of Trust, made this April 8, 2005, between
Trustor: New Horizons Real Estate, Inc.

whose address is Vacant Land,
Trustee: ORANGE COAST TITLE COMPANY, and

Jeffrey A. Spoelder and Roni L. Spoelder, herein called Beneficiary,

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of*, State of California, described as:
The South half of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 10, Township 3 South, Range 4 East, San Bernardino Base and Meridian., County of Riverside, State of California.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary by Paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING:

1. Performance of each agreement of Trustor incorporated by reference or contained herein.
2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of Dollars (\$80,000.00) executed by Trustor in favor of Beneficiary or order.
3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

To protect the security of this Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14) inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County October 18, 1961, and in all counties October 23, 1961, in the book and the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, vis.:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	435	684	Kings	792	833	Placer	895	301	Sierra	29	335
Alpine	1	250	Lake	362	39	Plumas	151	5	Siskiyou	468	181
Amador	104	348	Lassen	171	471	Riverside	3005	523	Solano	1105	182
Butte	1145	1	Los Angeles	T2055	899	Sacramento	4331	62	Sonoma	1851	689
Calaveras	145	152	Madera	810	170	San Benito	271	383	Stanislaus	1715	456
Colusa	296	617	Marin	1508	339	San Bernardino	5567	61	Sutter	572	297
Contra Costa	3978	47	Mariposa	77	292	San Francisco	A332	905	Tehama	401	289
Del Norte	78	414	Mendocino	579	530	San Joaquin	2470	311	Trinity	93	366
El Dorado	568	456	Merced	1547	538	San Luis Obispo	1151	12	Tulare	2294	275
Fresno	4626	572	Modoc	184	851	San Mateo	4078	420	Tuolumne	135	47
Glenn	422	184	Mono	52	429	Santa Barbara	1878	860	Ventura	2062	386
Humboldt	657	527	Monterey	2194	538	Santa Clara	5336	341	Yolo	653	245
Imperial	1091	501	Napa	639	86	Santa Cruz	1431	494	Yuba	334	486
Inyo	147	598	Nevada	305	320	Shasta	684	528			
Kern	3427	60	Orange	5889	611	San Diego	Series 2, Book 1961, Page 183887				

(which provisions, identical in all counties, are printed on the attached page of this form) hereby are adopted and incorporated herein and made part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

In accordance with Section 2924B, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to Trustor at Trustor's address herein before set forth, or if none shown, to Trustor at the property address.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED IN THE RECORDED REQUEST, IF YOUR ADDRESS CHANGES, A NEW REQUEST MUST BE RECORDED.

Signature of Trustor(s)



BY: EDWARD J. RUSH
New Horizons Real Estate, Inc.

STATE OF CALIFORNIA,

COUNTY OF Riverside

ON 4/9/05 before me,
Heidi Gray

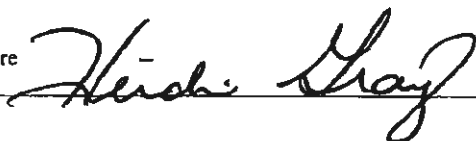
Notary Public, personally appeared

Edward J. Rush

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

WITNESS my hand and official seal.

Signature




(This area for official notary seal)

DO NOT RECORD

The following is a copy of provision (1) to (14) inclusive, of the fictitious deed of trust, recorded in each county in California, as stated in the foregoing Deed of Trust and by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

To Protect the Security of This Deed of Trust, Trustor Agrees:

- (1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
- (2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.
- (4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.
Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
- (5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.
- (6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- (7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare fault for failure so to pay.
- (8) That any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey only part of said property; consent to the making of any map or plot thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- (9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).
- (10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such

rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, whether as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time-to-time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time-to-time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to Trustor at Trustor's address herein before set forth, or none shown, to Trustor at the property address.

(DO NOT RECORD)

REQUEST FOR FULL RECONVEYANCE

To be used only when Note has been paid.

Dated:

To ORANGE COAST TITLE COMPANY, 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 to you 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 said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

MAIL RECONVEYANCE TO:

By _____

By _____

THIS FORM MUST BE NOTARIZED

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

**DEED OF TRUST WITH POWER OF SALE
(SHORT FORM)**

**ORANGE COAST TITLE COMPANY
AS TRUSTEE**



GARY L. ORSO
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(909) 486-7000

<http://riverside.asrcikrec.com>

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:


Name of Notary: Heidi Gray

Commission #: 1305268

Place of Execution: Riverside

Date Commission Expires: 5-21-05

Date: 4-13-05

Signature: 
Liz Fowler

DECLARATION BY JEFFREY A. SPOELDER

I, the undersigned, JEFFREY A. SPOELDER, declare hereby as follows:

1. That my address is 2300 S. Broadmoor, Palm Springs, CA 92264, and that my phone number is (760) 333-5053.
2. I attach hereto, marked "A", the original of certain promissory note, titled STRAIGHT NOTE, for the sum of \$80,000.00, dated April 8, 2005, made and executed by NEW HORIZONS REAL ESTATE, INC., as payor, in favor of JEFFREY A. SPOELDER and RONI L. SPOELDER, or Order, as payees. As appears from said promissory note, Attachment "A" hereto, the amount of \$80,000.00 owing thereunder carried interest at the rate of 9% per annum, reckoned from April 15, 2005 until paid, and was payable in monthly installments of \$600.00 or more until April 14, 2006, when the entire principal balance and accrued interest owing under said promissory note was to have been paid in full.
3. Said promissory note, Exhibit "A" hereto, was secured by that certain Deed of Trust executed by said NEW HORIZONS REAL ESTATES, INC., as Trustor, dated April 8, 2005, in favor of JEFFREY A. SPOELDER and RONI L. SPOELDER, as Beneficiaries, on Assessor's Parcel No. 666-090-010, which said Deed of Trust was recorded in the Riverside County Recorder's Office on April 15, 2005 as Instrument No. 2005-0299297. I attach hereto, marked "B", a copy of said Deed of Trust No. 2005-0299297.
4. That I was formerly married to said RONI L. SPOELDER, one of the payees under said promissory note, Attachment "A" hereto, and one of the Beneficiaries under the Deed of Trust, Attachment "B" hereto. My marriage to said RONI L. SPOELDER was dissolved on April 16, 2008 by Order of the Superior Court of California, County of Riverside, Indio Judicial District, in Case No. IND 088274, as will appear from the certified copy of the order of said Court attached hereto marked "C". Said Order of Court, Attachment "C" hereto, has attached to it a Marital Settlement Agreement, dated February 26, 2008, entered in to between myself and said LORI L. SPOELDER, and, in terms of Paragraph 4.o.(1) on page 2 of said Order of Court, it was ordered that *Property division is ordered as set forth in the attached settlement agreement, stipulation for judgment or other written agreement.* I refer to the paragraph numbered P. and titled NOTE FOR NEW HORIZON REALTY at the foot of page 20 of said Marital Settlement Agreement, forming part of Attachment "C" hereto, which, at the top of page 21 thereof, reads as follows:

Respondent [i.e. me] shall be awarded as his sole and separate property the New Horizon Realty Note. Petitioner [i.e. said RONI L.

SPOELDER] shall have no claim, right or interest to any portion of said New Horizon Realty Note now or in the future, after the signing of this Marital Settlement.

The **New Horizon Realty Note** referred to in said **Paragraph P** is the promissory note, Attachment "A" hereto. I further state that on February 27, 2008 said **RONI L. SPOELDER** executed a notarized instrument, the original of which is attached hereto marked "D", reading as follows:

I. RONI SPOELDER, DO HEREBY AGREE AND STIPULATE THAT THE NOTE FOR NEW HORIZONS REAL ESTATE, INC. SHALL BE THE SOLE AND SEPARATE PROPERTY OF MR JEFFREY SPOELDER. SAID NOTE SHALL BE TRANSFERED INTO THE NAME OF JEFFREY SPOELDER, AS A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY. I UNDERSTAND THAT THE TERMS OF THIS AGREEMENT HAVE BEEN CLEARLY SETFORTH IN THE MARITAL SETTLEMENT AGREEMENT FILED IN THE DISSOLUTION OF MARRIAGE PROCEEDINGS. I DO UNDERSTAND THAT I HAVE NO FUTURE RIGHT OR CLAIM TO THE NEW HORIZON NOTE.

5. Accordingly, I am the sole holder and the sole Payee in terms of the promissory note, Attachment "A" hereto, and the sole Beneficiary under the Deed of Trust, Attachment "B" hereto, and the only person entitled to claim the excess proceeds resulting from the Tax Default Sale by the Riverside County Tax Collector at Tax Sale No. TC196 held April 25-29, 2013 of AP No. 666-090-010, which, at the time of said Tax Default Sale, was owned by NEW HORIZONS REAL ESTATE, INC., insofar as the amount still owing by said NEW HORIZONS REAL ESTATE, INC. under said promissory note is concerned. I attach hereto, marked "E", a STATEMENT OF AMOUNT DUE AND OWING to me by said NEW HORIZONS REAL ESTATE, INC. as of April 25 2013, being the date of the Tax Default Sale of said AP No. 666-090-010, under said promissory note, Exhibit "A" hereto. The amount so owing to me is the sum of \$128,207.25, and I accordingly claim the whole amount of the excess proceeds of \$14,080.80 resulting from the Tax Default Sale of said AP No. 666-090-010. I reserve to myself the right to claim from said NEW HORIZONS REAL ESTATE, INC. any amount in excess of said sum of \$14,080.80 which it may owe to me under said promissory note, Attachment "A" hereto.
6. I attach hereto, marked "F" a copy of my California Driver License No. N4511577.
7. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed at Palm Springs, CA this 19 day of Aug., 2013



JEFFREY A. SPOELDER

ATTACHMENT "A" TO DECLARATION BY JEFFREY A. SPOELDER

DO NOT DESTROY THIS NOTE: When paid, this note and the Deed of Trust must be surrendered to New Horizons Real Estate with request for reconveyance.

STRAIGHT NOTE
(This Note contains an acceleration clause)

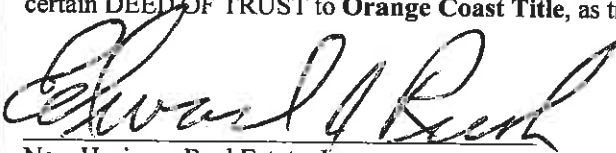
\$80,000.00.....Cathedral City, California, April 8, 2005

after date, for value received, New Horizons Real Estate, Inc. promise(s) to pay to Jeffrey A. Spoelder and Roni L. Spoelder, or order at a place designated by the Beneficiary, the sum of Eighty Thousand Dollars 00/100, with interest from \$4/15/05 until paid, at the rate of 9.0 percent, per annum payable in monthly installments of \$600.00 or more until 4/14/06 when the entire principle balance and any accrued interest shall be due and payable in full.

Should interest not be so paid, it shall thereafter bear like interest as the principal, but such unpaid interest so compounded shall not exceed an amount equal to simple interest on the unpaid principal at the maximum rate permitted by law. Should default be made in the payment of any installment of interest when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note.

If the trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, weather voluntarily or involuntarily, without the written consent of the beneficiary being first had and obtained, beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

Should suit be commenced to collect this note or any portion thereof, such sum as the Court may deem reasonable shall be added thereto as attorney's fees. Principal and interest payable in lawful money of the United States of America. This note is secured by a certain DEED OF TRUST to **Orange Coast Title**, as trustee.



New Horizons Real Estate, Inc.

FOR COURT USE ONLY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State bar number, and address)

NATALIE S. KELLER (SBN 224972)
LAW OFFICE OF JAMES A. JACKSON
45-200 CLUB DRIVE, SUITE B

INDIAN WELLS, CA 92210

TELEPHONE NO.: (760) 360-5222

FAX NO. (Optional): (760) 360-3321

E-MAIL ADDRESS (Optional):

ATTORNEY FOR (Name): JEFFERY SPOELDER

ORIGINAL

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

SLW

APR 16 2008

Clerk

M. Valadez
Deputy

By M. Valadez

MAY 07 2008

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

STREET ADDRESS: 46200 OASIS STREET

MAILING ADDRESS:

CITY AND ZIP CODE: INDIO, CA 92201

BRANCH NAME: INDIO JUDICIAL DISTRICT

MARRIAGE OF

PETITIONER: RONI SPOELDER

RESPONDENT: JEFFERY SPOELDER

JUDGMENT

DISSOLUTION LEGAL SEPARATION NULLITY

Status only

Reserving jurisdiction over termination of marital or domestic partnership status

Judgment on reserved issues

Date marital or domestic partnership status ends: APR 16 2008

CASE NUMBER:

IND 088274

Lead APR 01 2008

1. This judgment contains personal conduct restraining orders modifies existing restraining orders.
The restraining orders are contained on page(s) _____ of the attachment. They expire on (date): _____

2. This proceeding was heard as follows: Default or uncontested By declaration under Family Code section 2336

Contested

a. Date: APR 16 2008 Dept.: 2E

b. Judicial officer (name): J. MICHAEL MCCOY

Room:

Temporary judge

c. Petitioner present in court:

Attorney present in court (name):

d. Respondent present in court

Attorney present in court (name):

e. Claimant present in court (name):

Attorney present in court (name):

f. Other (specify name):

3. The court acquired jurisdiction of the respondent on (date): 4/13/06

a. The respondent was served with process.

b. The respondent appeared.

THE COURT ORDERS, GOOD CAUSE APPEARING

4. a. Judgment of dissolution is entered. Marital or domestic partnership status is terminated and the parties are restored to the status of single persons

(1) on (specify date): APR 16 2008

(2) on a date to be determined on noticed motion of either party or on stipulation.

b. Judgment of legal separation is entered.

c. Judgment of nullity is entered. The parties are declared to be single persons on the ground of (specify):

d. This judgment will be entered nunc pro tunc as of (date):

e. Judgment on reserved issues.

f. The petitioner's respondent's former name is restored to (specify):

g. Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below.

h. This judgment contains provisions for child support or family support. Each party must complete and file with the court a Child Support Case Registry Form (form FL-191) within 10 days of the date of this judgment. The parents must notify the court of any change in the information submitted within 10 days of the change, by filing an updated form. The Notice of Rights and Responsibilities—Health Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order (form FL-192) is attached.

CASE NAME (Last name, first name of each party): SPOELDER, RONI SPOELDER, JEFFERY	CASE NUMBER IND 088274
--	---------------------------

4. (Cont'd.)

- i. A settlement agreement between the parties is attached.
- j. A written stipulation for judgment between the parties is attached.
- k. The children of this marriage or domestic partnership.
 - (1) The children of this marriage or domestic partnership are:

Name	Birthdate
JOSEPH SPOELDER	11/27/98
MELISSA SPOELDER	10/11/00
 - (2) Parentage is established for children of this relationship born prior to the marriage or domestic partnership.
- l. Child custody and visitation are ordered as set forth in the attached
 - (1) settlement agreement, stipulation for judgment, or other written agreement.
 - (2) Child Custody and Visitation Order Attachment (form FL-341).
 - (3) Stipulation and Order for Custody and/or Visitation of Children (form FL-355).
 - (4) other (specify):
- m. Child support is ordered as set forth in the attached
 - (1) settlement agreement, stipulation for judgment, or other written agreement.
 - (2) Child Support Information and Order Attachment (form FL-342).
 - (3) Stipulation to Establish or Modify Child Support and Order (form FL-350).
 - (4) other (specify):
- n. Spousal or partner support is ordered as set forth in the attached
 - (1) settlement agreement, stipulation for judgment, or other written agreement.
 - (2) Spousal, Partner, or Family Support Order Attachment (form FL-343).
 - (3) other (specify):

NOTICE: It is the goal of this state that each party will make reasonable good faith efforts to become self-supporting as provided for in Family Code section 4320. The failure to make reasonable good faith efforts may be one of the factors considered by the court as a basis for modifying or terminating spousal or partner support.

- o. Property division is ordered as set forth in the attached
 - (1) settlement agreement, stipulation for judgment, or other written agreement.
 - (2) Property Order Attachment to Judgment (form FL-345).
 - (3) other (specify):
- p. Other (specify):

Each attachment to this judgment is incorporated into this judgment, and the parties are ordered to comply with each attachment's provisions.

Jurisdiction is reserved to make other orders necessary to carry out this judgment.

Date:

5. Number of pages attached: 24

[Signature]

JUDICIAL OFFICER

SIGNATURE FOLLOWS LAST ATTACHMENT

NOTICE

Dissolution or legal separation may automatically cancel the rights of a spouse or domestic partner under the other spouse's or domestic partner's will, trust, retirement plan, power of attorney, pay-on-death bank account, transfer-on-death vehicle registration, survivorship rights to any property owned in joint tenancy, and any other similar thing. It does not automatically cancel the rights of a spouse or domestic partner as beneficiary of the other spouse's or domestic partner's life insurance policy. You should review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement plans, and credit reports, to determine whether they should be changed or whether you should take any other actions.

A debt or obligation may be assigned to one party as part of the dissolution of property and debts, but if that party does not pay the debt or obligation, the creditor may be able to collect from the other party.

An earnings assignment may be issued without additional proof if child, family, partner, or spousal support is ordered.

Any party required to pay support must pay interest on overdue amounts at the "legal rate," which is currently 10 percent.

1 JAMES A. JACKSON, ESQ. (SBN 134206)
2 NATALIE S. KELLER, ESQ. (SBN 224972)
3 LAW OFFICES OF JAMES A. JACKSON
4 74123 Aster Drive
5 Palm Desert, California 92260
6 Telephone: (760) 340-4545
7 Facsimile: (760) 340-0099

8 Attorneys for Respondent, JEFFERY SPOELDER

9 SUPERIOR COURT OF CALIFORNIA

10 COUNTY OF RIVERSIDE

11 INDIO JUDICIAL DISTRICT

12 RONI SPOELDER,

13 Petitioner,

14 v.

15 JEFFERY SPOELDER,

16 Respondent.

CASE NO.: IND 088274

MARITAL SETTLEMENT
AGREEMENT

17 **A. PARTIES**

18 This Agreement is made and entered into by and between RONI SPOELDER, herinafter
19 referred to as "Wife and/or Petitioner" and JEFFERY SPOELDER, hereinafter referred to as
20 "Husband and/or Respondent."
21

22 **B. RECITALS**

23 This Agreement is made with reference to the following facts:

24 WHEREAS, the parties were married on October 19, 1991; and

25 WHEREAS, irreconcilable differences have arisen between the parties which have caused an
26 irreparable breakdown of the marriage, as a result of which Husband and Wife have been
27 separated since March 28, 2006;
28

1 WHEREAS, an action for dissolution of marriage has been filed by Wife in the Superior
2 Court of California, Riverside County, Indio Judicial Branch, bearing case number IND
3 088274;

4 WHEREAS, Husband and Wife desire by this Agreement to amicably settle their respective
5 rights fully and completely, including, but not by way of limitation, their respective rights
6 and claims in and to all property of the parties, whether community, quasi-community, joint
7 tenancy, separate or otherwise, and their respective rights and claims to past and future
8 support; and

9 WHEREAS, Husband and Wife agree that the provisions of this Agreement are reasonable
10 and fair and give due recognition to the respective estates of Husband and Wife and their
11 earning capacities and requirements; and

12 WHEREAS, there are two (2) minor children of this marriage, JOSEPH ANTHONY
13 SPOELDER (D.O.B. 11/27/98) and MELISSA MARIE SPOELDER (D.O.B. 10/11/00);

14 NOW, THEREFORE, in consideration of the promises and of the mutual covenants and
15 agreements hereinafter set forth, the parties mutually agree as follows:

16 **1. SETTLEMENT OF ALL CLAIMS BETWEEN THE PARTIES:**

17 Husband and Wife hereby settle and forever adjust, by and between themselves, all present
18 and future property and support rights of every kind and nature, whether relating to
19 community property, quasi-community property, joint tenancy property, or separate property,
20 and wheresoever the same is or may be located, and all other rights and claims which either
21 party may have, or claim to have against the other.

22 **2. AGREEMENT TO LIVE SEPARATE AND APART**

23 Husband and Wife agree that they will continue to live separately and apart from each other,
24 and that each may conduct, carry on, or engage in employment, business, or trade which to
25 he or she shall seem advisable for his or her sole and separate use and benefit, without and
26 free from any control, restraint, or interference, direct or indirect, by the other, in all respects
27 if he or she were unmarried.

28 ///

1 **3. FUTURE PROPERTY RELEASE**

2 It is agreed that all property, real and personal, acquired by either party under this
3 Agreement, or that may be acquired by either of them in the future, by gift, devise, bequest,
4 distribution purchase or exchange, or in any other manner, and all earnings and income of
5 every kind, nature and description which hereafter may be acquired by either of the parties,
6 shall be the sole and separate property of the party so acquiring it, free from all claims, rights
7 and interest of the other; and this Agreement shall operate as, and is intended to be a release,
8 relinquishment, quitclaim and surrender, by each of the parties of any rights that he or she
9 may have or assert or claim to have in or to any such property, earning, and income, and shall
10 operate in favor of the party acquiring such property.

11 **4. TESTAMENTARY DISPOSITION**

12 Each party shall have an immediate right to dispose of or bequeath by Will his or her
13 respective interest in and to any and all property belonging to him or her from and after the
14 date hereof, and said right shall extend to all of the aforesaid future acquisitions of property
15 as well as to all property set over to either of the parties hereto under this Agreement.

16 **5. WAIVER OF ESTATE RIGHTS**

17 Each party does hereby waive any and all rights to inherit any part of the estate of the other at
18 his or her death, or to take property from the other by devise or bequest, unless by Will
19 executed subsequent to the effective date thereof, or to claim any family allowance or
20 probate homestead, or to act as administrator or administratrix of the estate of the other,
21 except as the nominee of another person legally entitled to said right, or to act as executor or
22 executrix of the other, unless under a Will executed subsequent to the effective date hereof.

23 **6. FUTURE CLAIMS, DEBTS AND CHARGES**

24 Except as otherwise provided in this Agreement, each party hereby warrants to the other that,
25 after the date of this Agreement, he or she will not incur any liability or obligation as to
26 which the other is, or may be liable. Each party further agrees that if any claim, action or
27 proceeding shall hereafter be brought seeking to hold the other party liable for such debt or
28 liability, the party incurring such debt or liability shall, at his or her sole expense, defend the

1 other against any such claim, action or proceeding, whether or not well-founded, and hold the
2 other harmless therefrom and put any reasonable attorneys fees and costs incurred by the
3 other party in connection with the defense of any such claim, action or proceeding.

4 **7. PROPERTY SUBJECT TO ENCUMBRANCES**

5 Each party, except as otherwise provided herein, takes the property received by this
6 Agreement or held by them, subject to the existing encumbrances, and hereby agrees to hold
7 the other harmless therefrom.

8 **8. WARRANTIES, COVENANTS AND WAIVERS (FAMILY CODE SECTION**
9 **2105, 2106, AND 2101(b)(1)**

10 Husband and Wife each declare that he or she has made a full and complete disclosure to the
11 other of all assets of any nature whatsoever in which such party has any interest, of the
12 sources and amounts of the income of such party of every type whatsoever, and of all other
13 facts relating to the subject matter of this Agreement. If it is subsequently determined by a
14 court of competent jurisdiction that either party owned or otherwise possessed property not
15 covered by this Agreement, the party owning or otherwise possessing such undisclosed
16 property agrees to pay for the other, on demand, a sum equal to one-half of the value of such
17 property at the time any such determination is made by the court, together with interest on
18 any such concealed property at the rate of ten percent (10%) per annum from and after the
19 date of this Agreement.

20 **9. INCOME TAXES**

21 Both Petitioner and Respondent shall file separately and individually in the year 2007, and
22 each year herein where applicable.

23 **Tax Basis:** The parties agree that under Internal Revenue Code Section 1041, or the tax
24 principles regarding interspousal division of community property, the allocation of property
25 between the parties under this Agreement is not taxable, and the tax basis for each asset
26 allocated under these provisions has not changed, and will not change, by reason of this
27 division. Each party agrees not to seek a new tax basis for any asset grounded on any such
28 change even though the transaction may otherwise appear to be a bona fide sale.

1 Separate Tax Returns: The parties acknowledge that a joint tax return of the parties will not
2 be filed for the year 2007. Each party will be entitled to credits for any tax withholds from
3 their earnings, and for any estimated taxes paid from his or her respective earnings, whether
4 separate property or community property, plus all estimated taxes paid from separate
5 property, plus all estimated and withheld taxes paid from his or her separate property or
6 separate property income. Each party shall include all income from his or her separate
7 property and all income from his or her earnings from all personal services earned after the
8 date of separation. Each party shall take the deductions to which he or she is entitled on the
9 date their respective tax returns are filed. Each party shall be solely liable for the taxes due
10 on his or her respective returns, and each shall be solely entitled to any refunds paid.

11 Audit of Joint Tax Returns: With respect to tax years during marriage up to and including
12 2006, the parties have filed, or will file, joint federal and state income tax returns. If any of
13 those returns are audited, or if deficiencies or refunds arise for any other reason, the audit and
14 allocation of deficiencies or refunds shall be governed by this Section. Each party shall
15 immediately provide, within 90 days, written notice, and shall forward a copy, to the other
16 party of any statutory notice deficiency or any other communication from any taxing
17 authority regarding tax liabilities of either party attributable to joint returns for periods during
18 the marriage. The parties shall cooperate fully with each other, shall execute all documents
19 reasonably request by the other, and shall furnish information and testimony necessary to
20 respond to the action asserted by the taxing authority. The Court reserves jurisdiction to
21 allocate between the parties (1) the costs of any professional hired to defend any joint tax
22 return before any tax authority, and (2) any taxes, penalties, or interest assessed by any taxing
23 authority or the proceeds of any refund provided by any taxing authority. Neither party
24 waives his or her right to seek status as an Innocent Spouse under Internal Revenue Code
25 Section 6015 (26 USCA Section 6015). If either party is found to be an Innocent Spouse, the
26 Court retains jurisdiction to equitably allocate the assessed deficiency, together with any
27 interest or penalties on it, unequally between the parties up to the assignment of one hundred
28 percent (100%) to one party and zero percent (0%) to the other.

1 **10. TAX EXPERTS- REAL ESTATE APPRAISAL EXPERTS**

2 **Counsel regarding Tax consequences**

3 The parties acknowledge that their legal representative are not and do not hold themselves
4 out to be experts in tax matters or in real estate appraisal matters. To the extent there may be
5 tax consequences, or the necessity for real estate appraisal work in this matter, the parties
6 hereto acknowledge that they have independently retained necessary tax and/or real estate
7 experts or have made a knowing and intentional decision to not retain such experts.
8 Petitioner and Respondent do hereby acknowledge that their respective attorneys,
9 CAROLYN HOLT MARTINO, attorney for Petitioner, and NATALIE S. KELLER and
10 JAMES A. JACKSON, attorneys for Respondent, did not provide any counsel or advice with
11 respect to the tax consequences of this agreement and further, Petitioner and Respondent
12 acknowledges that their attorneys advised their respective clients to seek independent advice
13 from tax specialists concerning the tax consequences of this Agreement. Petitioner and
14 Respondent hereby agree to indemnify and hold harmless their attorneys, CAROLYN HOLT
15 MARTINO for Petitioner and NATALIE S. KELLER and JAMES A. JACKSON, for
16 Respondent, from any and all tax liabilities suffered by Petitioner by reason of this
17 Agreement or from any action brought or damages sustained by reason of such tax liability.

18 **Independent Investigation**

19 Petitioner acknowledges and agrees that, at her specific instruction, her attorney, CAROLYN
20 HOLT MARTION, has undertaken no independent investigation to determine the nature,
21 extent or valuation of the subject assets and obligations. She hereby indemnifies and holds
22 harmless her attorney, CAROLYN HOLT MARTINO, from liability relation to the valuation
23 of the community assets and/or the herein described division of said property.

24 **11. RELEASE OF RIGHTS**

25 Except as otherwise provided in this Agreement, each party to this Agreement does hereby
26 release the other from any and all liability, debt, or obligation of every kind and nature,
27 heretofore or hereafter incurred, and from any and all claims and demands, it being
28

1 understood that this present Agreement is intended to settle the rights of the parties hereto in
2 all respects.

3 **12. CHILD CUSTODY**

4 Petitioner and Respondent have stipulated to share Joint Legal and Joint Physical Custody of
5 their two (2) minor children, JOSEPH ANTHONY SPOELDER (D.O.B. 11/27/98) and
6 MELISSA MARIE SPOELDER (D.O.B. 10/11/00).

7 The Order Pursuant to Referral to Mediation of July 1, 2006, shall be the Child Custody and
8 Visitation Order in the above entitled matter and is delineated within this Judgment as
9 follows:

10 ***A. LEGAL CUSTODY***

11 The parents shall have joint legal custody of the children. In exercising joint legal custody,
12 the parents shall share in the responsibility and confer in good faith on matters concerning
13 the health, education and welfare of the children. Each parent shall notify the other of the
14 name and address of each health practitioner who examines or treats the children; such
15 notification to be made within three (3) days of the commencement of the first such treatment
16 or examination.

17 Limited to emergency situations, each parent shall be authorized to take any and all actions
18 necessary to protect the health and welfare of the children, including, but not limited to
19 consent to emergency surgical procedures or treatment. The parent authorizing such
20 emergency treatment shall notify the other parent as soon as possible of the emergency
21 situation and of all procedures or treatment administered to the children.

22 Each parent shall have access to the children's school, medical and dental records and the
23 right to consult with those professionals providing services to the children.

24 Each parent shall be designated as a person the children's school/daycare is to contact in the
25 event of an emergency.

26 Each parent shall keep the other advised at all times of his/her current residence, address
27 telephone numbers (home and work), the children's school/daycare, and the location of any
28 place where the children will be spending any extended period of time for four (4) days or

1 longer. Neither parent shall use such information for the purpose of harassing or annoying
2 the other in any way, and each shall be specifically restrained and enjoined from disturbing
3 the other's peace or invading the other's privacy by any means whatsoever.

4 In exercising joint legal custody, the parents must consult in making decisions on the
5 following matters: (1) Enrollment in or leaving a particular private or public school or day
6 care center; (2) Beginning or ending psychiatric, psychological, or other mental health
7 counseling or therapy; (3) Selection of a doctor, dentist, or other health professional (except
8 in emergency situations); (4) Participation in extracurricular activities. The consequences of
9 not consulting the other parent may be sole legal custody being awarded to one parent.

10 ***B. PHYSICAL CUSTODY***

11 Both parents shall share the physical care, custody and control of the children reasonably
12 between them in such a manner as to insure that the children maintain frequent and
13 continuing contact with both parents.

14 Each parent shall provide the other parent with written notice of forty five (45) days in
15 advance to an intended move that will affect the children's ability to see each parent
16 regularly.

17 The traveling parent must provide the other parent with a written notice of the children's
18 departure and return times as well as any locations where the children will be staying four (4)
19 days or longer. Such notice must be given to the other parent at least thirty (30) days in
20 advance of the intended travel. When traveling overnight, for less than four (4) days with the
21 minor, the parties shall give a twenty four (24) hour written notice.

22 ***C. REGULAR TIME SHARE PERIODS***

23 Father's parenting time is from 9:00 a.m. on Sunday until 7:00 p.m. Wednesday each week.

24 Mother's parenting time is from 7:00 p.m. Wednesday until 9:00 a.m. on Sunday of each
25 week.

26 Both parents may have as much additional time with the children as can be agreed upon by
27 the parents. A first weekend has Saturday and Sunday in the same month. A fourth and fifth
28 weekend has Friday and Saturday in the same month.

1 During any parenting period, the parent will be expected to spend as much time as possible
2 with the children.

3 The parents shall consult with each other prior to scheduling or arranging activities for the
4 children that are likely to conflict with any parenting time allocated to the other parent.

5 The non-custodial parent will give the custodial parent twenty four (24) hours notice in the
6 event he or she is unable to exercise his or her parenting time. The custodial parent shall
7 give the non-custodial parent as much notice as is practical in the event that the children are
8 unable to go with the other parent because of illness.

9 Special day contacts shall take precedence over regular periods and holiday visitation for
10 either parent. Holiday contacts shall take precedence over regular and school vacation
11 contacts.

12 ***D. HOLIDAY SCHEDULE***

13 Easter

14 9:00 a.m. until 3:00 p.m. on Sunday. Mother to have odd years, Father to have even years.

15 3:00 p.m. until 9:00 p.m. on Sunday. Mother to have even years, Father to have odd years.

16 Memorial Day weekend

17 6:00 p.m. Friday until 7:00 p.m. on Monday. Mother to have odd years, Father to have even
18 years.

19 4th of July

20 Regular parenting schedule.

21 Labor Day weekend

22 6:00 p.m. on Friday until 7:00 p.m. on Monday. Mother to have even years, Father to have
23 odd years.

24 Halloween

25 By mutual agreement of the parties.

26 Thanksgiving

27 9:00 a.m. until 3:00 p.m. on Thursday. Mother to have odd years; Father to have even years.

28 3:00 p.m. until 9:00 p.m. on Thursday. Mother to have even years, Father to have odd years.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Christmas

8:00 a.m. on December 24th until 8:00 a.m. on December 25th. Mother to have odd years, Father to have even years.

8:00 a.m. on December 25th until 8:00 a.m. on December 26th, Mother to have even years, Father to have odd years.

E. SPECIAL DAYS

Mother to have every year with the children on her birthday, per the regular parenting schedule, and Mother's day from 9:00 a.m. on Sunday until 7:00 p.m. on Sunday.

Father to have every year with the children on his birthday, per the regular parenting schedule, and Father's day from 9:00 a.m. on Sunday until 7:00 p.m. on Sunday.

Special day contacts shall take precedence over regular periods and holiday visitation for either parent. Holiday periods shall take precedence over regular and school vacation periods.

F. SCHOOL VACATIONS

Spring vacation shall be by regular parenting schedule with any vacation by mutual agreement of the parties.

Summer vacation shall be the regular parenting schedule with two weeks vacation given to each parent. In odd years, Mother has first choice of dates. In even years, Father has first choice of dates.

G. TRANSPORTATION AND EXCHANGES

A licensed driver in an insured and registered vehicle shall provide all transportation with legal children restraint devices. The receiving parent shall pick up the children.

H. TELEPHONE GUIDELINES

The children shall be allowed open and reasonable telephone access to each parent. Each parent shall be entitled to telephone the children at the residence of the other parent and the children shall be made available to receive the call. Each parent is to ensure that the children return all phone messages left for him or her within twenty four (24) hours.

1 All conversations are private and unmonitored. No third party may listen in on the phone
2 calls between the children and the parent.

3 **I. GENERALLY**

4 The parents shall communicate directly with each other in matters concerning the children
5 and shall not use the children or any third party as a messenger between them.

6 Each parent shall maintain clothing for the children so that the children do not have to make
7 the exchanges with additional clothing. The children shall be returned to the other parent
8 with the clothing and other property that they had when they arrived.

9 **J. RESTRAINTS ON CONDUCT**

10 The children shall not be left alone without age or adult appropriate supervision.

11 Both parents are enjoined and restrained from speaking negatively about the absent parent in
12 the presence of the children, and they will not permit any third person to do so.

13 Both parents are enjoined and restrained from saying anything or doing anything that might
14 tend to alienate the affection of the children for the other parent, nor will they permit any
15 third person to do so.

16 Both parents are enjoined and restrained from doing anything, or permitting any third person
17 from doing so, that would be detrimental to the health, safety, morals or welfare of the
18 children.

19 Neither parent shall discuss the business of this case with the children, nor permit any third
20 person to do so, except in the presence of a therapist.

21 **13. CHILD SUPPORT**

22 Respondent shall pay as and for child support, for the maintenance, care and support of the
23 minor children the sum of one thousand five hundred dollars (\$1500) each month. Said child
24 support shall be paid one-half on the 1st and one-half on the 15th of each month, commencing
25 at the close of escrow on the property located at 864 North Riverside Drive, Palm Springs,
26 California. The parties stipulate that the amount of child support agreed to by Petitioner and
27 Respondent is non-guideline child support. The parties further agree that said amount will
28

1 adequately meet the financial needs of the minor children. Neither party is currently
2 receiving public assistance at this time.

3 Child Support shall be allocated between the minor children as seven hundred and fifty dollars
4 (\$750) for Joseph Spoelder and seven hundred and fifty dollars (\$750) for Melissa Spoelder.

5 Child Support shall continue until further order of the Court, the minor child dies, marries, is
6 otherwise emancipated, reaches the age of majority, or reaches the age of 19 years and is
7 residing with a parent and attending high school full time, whichever first occurs.

8 Parties shall share equally after school or child care costs, or extracurricular activities costs.
9 Respondent shall maintain medical, dental and/or orthodontal insurance policy(ies) for the
10 benefit of the minor children when available through employer.

11 The Parties shall equally divide any medical, dental, and visual costs not covered by insurance
12 on behalf of the minor child(ren).

13 The parties shall equally divide the tuition for the children's private school at Desert Chapel
14 commencing in January 2008 and due forthwith, until further court order or mutual agreement
15 of the parties.

16 Respondent shall claim the minor child, Joseph Spoelder, as a tax exemption each year.

17 Petitioner shall claim the minor child, Melissa Spoelder, as a tax exemption until the minor
18 child turns the age of sixteen (16). After the minor child turns sixteen (16), the parties shall
19 alternate every other year in claiming Melissa Spoelder as a tax exemption.

20 **14. SPOUSAL SUPPORT**

21 Respondent shall pay to Petitioner the sum of nine hundred dollars (\$900) each month as
22 and for spousal support. Said amount shall be paid one-half on the first (1st) and one-half on
23 the fifteenth (15th) of each month, commencing at the close of escrow of the residence located
24 at 864 North Riverside Drive, Palm Springs, California and continuing until either party's
25 death, Petitioner's remarriage, or further order of the court.

26 **15. MARRIAGE EQUALIZATION PAYMENTS**

27 There is no marriage equalization payment of this marriage.

28 **16. DISPOSITION OF REAL AND PERSONAL PROPERTY**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

A. RESIDENCE LOCATED AT 864 NORTH RIVERSIDE, PALM SPRINGS,

CALIFORNIA

Petitioner and Respondent have stipulated to list the residence located at 864 North Riverside, Palm Springs, California, for sale. Respondent shall continue to pay the first mortgage on said residence until the close of escrow on said property. Respondent shall continue to pay all other community debt servicing until close of escrow including, but not limited to, property taxes, homeowners insurance, and maintenance costs for the residence located at 864 North Riverside Drive, Palm Springs, California until the close of escrow. Upon the sale of the residence located at 864 North Riverside, the net proceeds from the sale shall be paid to Petitioner within two (2) business days. *The parties shall mutually and jointly agree upon the listing agent for this real property. [Signature]*
Pending the close of escrow of the residence located at 864 North Riverside Drive, Palm Springs, California, Petitioner shall make the payments on the second (2nd) mortgage of the family residence commencing upon the date of execution of the Judgment. Additionally, Petitioner shall make utility payments for gas, water and electrical services on the residence located at 864 North Riverside, Palm Springs, California, for charges incurred from the date of execution of the Judgment.

B. RESIDENCE LOCATED AT 1272 NORTH RIVERSIDE, PALM SPRINGS,

CALIFORNIA

Petitioner shall be awarded as her sole and separate property the residence located at 1272 North Riverside, Palm Springs, California specifically based upon her ability to refinance the property into her name and removing Respondent from the loan. Petitioner shall be solely responsible for any and all encumbrances, liens, or debts on said property and shall hold Respondent harmless. Respondent shall sign an interspousal transfer deed upon Petitioner's ability to refinance the residence into her name. In the event that Petitioner falls behind thirty (30) days in her mortgage payment of the residence located at 1272 North Riverside, and Respondent's name is still on the property, Respondent shall pay the mortgage payment directly in lieu of the spousal support payment to Petitioner. Respondent shall receive credit for any amount he has paid towards the mortgage payment, as and for spousal support. In the

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

A. RESIDENCE LOCATED AT 864 NORTH RIVERSIDE, PALM SPRINGS,

CALIFORNIA

Petitioner and Respondent have stipulated to list the residence located at 864 North Riverside, Palm Springs, California, for sale. Respondent shall continue to pay the first mortgage on said residence until the close of escrow on said property. Respondent shall continue to pay all other community debt servicing until close of escrow including, but not limited to, property taxes, homeowners insurance, and maintenance costs for the residence located at 864 North Riverside Drive, Palm Springs, California until the close of escrow. Upon the sale of the residence located at 864 North Riverside, the net proceeds from the sale shall be paid to Petitioner within two (2) business days. *The parties shall mutually and jointly agree upon the listing agent for this real property. [Signature] NSK*
Pending the close of escrow of the residence located at 864 North Riverside Drive, Palm Springs, California, Petitioner shall make the payments on the second (2nd) mortgage of the family residence commencing upon the date of execution of the Judgment. Additionally, Petitioner shall make utility payments for gas, water and electrical services on the residence located at 864 North Riverside, Palm Springs, California, for charges incurred from the date of execution of the Judgment.

B. RESIDENCE LOCATED AT 1272 NORTH RIVERSIDE, PALM SPRINGS,

CALIFORNIA

Petitioner shall be awarded as her sole and separate property the residence located at 1272 North Riverside, Palm Springs, California specifically based upon her ability to refinance the property into her name and removing Respondent from the loan. Petitioner shall be solely responsible for any and all encumbrances, liens, or debts on said property and shall hold Respondent harmless. Respondent shall sign an interspousal transfer deed upon Petitioner's ability to refinance the residence into her name. In the event that Petitioner falls behind thirty (30) days in her mortgage payment of the residence located at 1272 North Riverside, and Respondent's name is still on the property, Respondent shall pay the mortgage payment directly in lieu of the spousal support payment to Petitioner. Respondent shall receive credit for any amount he has paid towards the mortgage payment, as and for spousal support. In the

1 A. RESIDENCE LOCATED AT 864 NORTH RIVERSIDE, PALM SPRINGS,
2 CALIFORNIA

3 Petitioner and Respondent have stipulated to list the residence located at 864 North Riverside,
4 Palm Springs, California, for sale. Respondent shall continue to pay the first mortgage on said
5 residence until the close of escrow on said property. Respondent shall continue to pay all other
6 community debt servicing until close of escrow including, but not limited to, property taxes,
7 homeowners insurance, and maintenance costs for the residence located at 864 North Riverside
8 Drive, Palm Springs, California until the close of escrow. Upon the sale of the residence located
9 at 864 North Riverside, the net proceeds from the sale shall be paid to Petitioner within two (2)
10 business days. *The parties shall mutually and jointly agree upon*
11 *the listing agent for this real property. ~~CLM 25 NSF~~*
Pending the close of escrow of the residence located at 864 North Riverside Drive, Palm Springs

12 California, Petitioner shall make the payments on the second (2nd) mortgage of the family
13 residence commencing upon the date of execution of the Judgment. Additionally, Petitioner
14 shall make utility payments for gas, water and electrical services on the residence located at 864
15 North Riverside, Palm Springs, California, for charges incurred from the date of execution of the
16 Judgment.

17 B. RESIDENCE LOCATED AT 1272 NORTH RIVERSIDE, PALM SPRINGS,
18 CALIFORNIA

19 Petitioner shall be awarded as her sole and separate property the residence located at 1272
20 North Riverside, Palm Springs, California specifically based upon her ability to refinance the
21 property into her name and removing Respondent from the loan. Petitioner shall be solely
22 responsible for any and all encumbrances, liens, or debts on said property and shall hold
23 Respondent harmless. Respondent shall sign an interspousal transfer deed upon Petitioner's
24 ability to refinance the residence into her name. In the event that Petitioner falls behind
25 thirty (30) days in her mortgage payment of the residence located at 1272 North Riverside,
26 and Respondent's name is still on the property, Respondent shall pay the mortgage payment
27 directly in lieu of the spousal support payment to Petitioner. Respondent shall receive credit
28 for any amount he has paid towards the mortgage payment, as and for spousal support. In the

1 event that Petitioner is unable to refinance said property into her name, and thus unable to
2 remove Respondent's name from the property, the property shall be sold and proceeds, minus
3 costs related to the sale, shall be distributed to Petitioner.

4 Respondent shall pay the mortgage on the property located at 1272 Riverside Drive until the
5 close of escrow of the property located at 864 Riverside Drive. Upon the close of escrow of
6 864 Riverside Drive, Respondent shall no longer pay the mortgage on the property located at
7 1272 Riverside Drive. The mortgage payment, taxes, insurance, utilities and services will at
8 said time become the sole financial responsibility of Petitioner. Respondent, upon the close
9 of escrow of 864 Riverside Drive, shall then commence his payment of child support and
10 spousal support to Petitioner, in lieu of making payments towards the mortgage, taxes and
11 insurance on the properties located at 864 and 1272 Riverside Drive.

12 **C. 531 and 541 INDUSTRIAL, PALM SPRINGS, CALIFORNIA**

13 The commercial property located at 531 and 541 shall be awarded to Respondent as his sole
14 and separate property. Respondent shall be solely responsible for any and all encumbrances,
15 liens, taxes or debts on said property and shall hold Petitioner harmless. Petitioner shall sign
16 an interspousal transfer deed upon the date of execution of Judgment.

17 **D. 43376 COOK STREET #192, PALM DESERT, CALIFORNIA**

18 The property located at 43376 Cook Street, #192, Palm Desert, California, has been sold
19 prior to the date of execution of Judgment. Currently, all the proceeds are in the trust
20 account of Carolyn Holt Martino. All the proceeds from the sale of this property shall be
21 awarded to Petitioner upon the date of execution of Judgment.

22 **E. ONE (1) ACRE LOT, BORREGO SPRINGS, CALIFORNIA**

23 The one (1) acre lot in Borrego Springs, California, shall be awarded as Petitioner's sole and
24 separate property. Respondent shall cooperate with the transfer of title and provide a deed to
25 said property forthwith. Respondent shall pay the property taxes on said property currently
26 owing in April 2008. After April 2008, any taxes owing on said property shall be paid by
27 Petitioner.

28 **F. ½ INTEREST IN LOTS 58, 69, 70, DESERT PARK, CALIFORNIA**

1 The parties have agreed to list the ½ interest in Lots 58, 69, 70, for sale with a closing date on
2 escrow currently calendared for June 15, 2007. All proceeds from the sale of this property
3 shall be awarded to Petitioner.

4 **G. PERSONAL PROPERTY**

5 Petitioner and Respondent have previously divided personal property, jewelry, household
6 furniture, appliances, and all other miscellaneous items. It shall be the order of the court that
7 said items and personal affects currently in Petitioner's possession shall be deemed the sole and
8 separate property of Petitioner. Said items and personal affects currently in Respondent's
9 possession shall be deemed the sole and separate property of Respondent.

10 **H. 2002 YUKON DENALI**

11 The 2002 Yukon Denali shall be awarded as Petitioner's sole and separate property.
12 Petitioner shall be responsible for any and all encumbrances on said vehicle. Respondent
13 shall cooperate with the execution of any documents necessary to transfer title forthwith.

14 **I. 2001 BOX VAN**

15 The 2001 Box Van shall be awarded as Respondent's sole and separate property. Respondent
16 shall be responsible for any and all encumbrances on said vehicle. Petitioner shall cooperate
17 with the execution of any documents necessary to transfer title forthwith.

18 **J. 1967 CHEVY IMPALA**

19 The 1967 Chevy Impala shall be awarded as Respondent's sole and separate property.
20 Respondent shall be responsible for any and all encumbrances on said vehicle. Petitioner
21 shall cooperate with the execution of any documents necessary to transfer title forthwith.

22 **K. 2002 HARLEY DAVIDSON**

23 The 2002 Harley Davidson shall be awarded as Respondent's sole and separate property.
24 Respondent shall be responsible for any and all encumbrances on said motorcycle. Petitioner
25 shall cooperate with the execution of any documents necessary to transfer title forthwith.

26 **L. 1992 HARLEY DAVIDSON**

1 The 1992 Harley Davidson shall be awarded as Respondent's sole and separate property.
2 Respondent shall be responsible for any and all encumbrances on said motorcycle. Petitioner
3 shall cooperate with the execution of any documents necessary to transfer title forthwith.

4 **M. SAVINGS ACCOUNTS**

5 **1. SBCU Roni Spoelder:** Said credit union account and the contents and/or amounts in the
6 credit union account, approximately six hundred dollars (\$600), shall be awarded as the sole
7 and separate property of Petitioner.

8 **2. SBCU Melissa Spoelder:** Said account and the contents and/or amounts in the account,
9 approximately two hundred and fifty eight dollars (\$258) shall be awarded as the sole and
10 separate property of Respondent, on behalf of the minor child, Melissa Spoelder.

11 **3. SBCU Joey Spoelder:** Said account and the contents and/or amounts in the account,
12 approximately six hundred and thirty nine dollars (\$639) shall be awarded to the
13 Petitioner as her sole and separate property, on behalf of the minor child, Joey Spoelder.

14 **4. Bank of America Account #5393** shall be awarded to Respondent as his own separate
15 property.

16 **5.** All Bank accounts in the respective parties' names shall be awarded to the party whose
17 name is on the account.

18 **N. RESPONDENT'S IRA (VANGUARD GROUP #901)**

19 Respondent's IRA (Vanguard Group #901) shall be awarded as Respondent's sole and
20 separate property. Petitioner shall not have any claim or right to Respondent's IRA
21 (Vanguard Group #901) after the signing of this Marital Settlement Agreement.

22 **O. RESPONDENT'S IRA (BANK OF AMERICA #854)**

23 Respondent IRA (Bank of America # 854) shall be awarded as Respondent's sole and
24 separate property of Respondent. Petitioner shall not have any claim or right to
25 Respondent's IRA (Bank of America #854), after the signing of this Marital Settlement
26 Agreement.

27 **P. NOTE FOR NEW HORIZON REALTY**

28

1 Respondent shall be awarded as his sole and separate property the New Horizon Realty Note.
2 Petitioner shall have no claim, right or interest to any portion of said New Horizon Realty
3 Note now or in the future, after the signing of this Marital Settlement.

4 **Q. 1/40TH INTEREST IN COOK STREET ASSOCIATION**

5 Petitioner shall be awarded as her sole and separate property the 1/40th Interest in the Cook
6 Street Association. Respondent shall continue to receive the proceeds from the Cook Street
7 Association directly until the close of escrow on the property located at 864 Riverside Drive.
8 After the close of escrow of the 864 Riverside Drive property, Petitioner shall receive the
9 proceeds from Cook Street Association. Respondent shall have no claim, right or interest to
10 any portion of said interest in the Cook Street Association.

11 **R. 1/5 INTEREST OF NEW HORIZON**

12 Respondent shall be awarded as his sole and separate property the 1/5th Interest of New
13 Horizon Corporation. Petitioner shall have no claim, right or interest to any portion of said
14 interest in the New Horizon Corporation, now or in the future, after the signing of this
15 Marital Settlement.

16 **S. "JEFF SPOELDER CARPETS"**

17 "Jeff Spoelder Carpets" shall be awarded to Respondent as his sole and separate property.
18 Petitioner shall not claim any separate or community interest, now or in the future, to "Jeff
19 Spoelder Carpets."

20 **T. 38801 NIELSEN ROAD, RANCHO MIRAGE, CALIFORNIA**

21 Petitioner shall sign a quitclaim deed to the residence located at 38801 Nielsen Road, Rancho
22 Mirage, California. Said residence is a property purchased after the date of separation,
23 wherein Respondent has entirely used separate property funds to acquire the property.
24 Petitioner has no right, claim to, or interest in said property, now or in the future.

25 **17. DIVISION OF COMMUNITY DEBTS AND OBLIGATIONS**

26 Petitioner and Respondent have divided the community debts and obligations as delineated in
27 this Marital Settlement Agreement below.

28

1 Respondent shall be solely responsible for, and hold Petitioner harmless from, the following
2 debts as his own sole and separate debt obligation:

3 A. BANK OF AMERICA, CLASSIC VISA, #4458.: The Bank of America, Classic Visa #4458
4 with an approximate balance of two thousand dollars (\$2,000) shall be the sole and separate
5 obligation of Respondent.

6 B. Any and all credit cards that are in Petitioner' name, not delineated above, shall be the sole
7 and separate property obligation of Petitioner.

8 C. Any and all credit cards that are in Respondent's name, not delineated above, shall be the sole
9 and separate property obligation of Respondent.

10 **18. ATTORNEYS FEES AND COSTS**

11 Each party shall bear their own attorneys fees and costs.

12 **19. ATTORNEYS FEES AND COSTS TO ENFORCE**

13 In any legal proceedings to enforce any of the terms hereof, the prevailing party shall be entitled
14 to reasonable attorney's fees as an additional item of cost.

15 **20. EPSTEINS AND WATTS CREDITS**

16 Petitioner and Respondent waive any and all claims he or she has to any Epsteins and/or Watts
17 Credits.

18 **21. WAIVER OF NOTICE, FINDINGS, MOTION AND APPEAL**

19 The parties hereto waive any rights they may have to notice of trial, findings of facts, and
20 conclusions of law, any motions for a new trial and their right to appeal.

21 **22. STIPULATION AND WAIVER OF FINAL DECLARATION OF DISCLOSURE**

22 Under Family Code Section 2105(d), the parties agree to waive the requirement of Family
23 code Section 2105(a) concerning the final declaration of disclosure. The parties agree that
24 they have complied with Family Code Section 2104, and the preliminary declarations of
25 disclosure have been completed and exchanged. The parties have completed and exchanged
26 a current Income and Expense Declaration that includes all material facts and information on
27 each party's earnings, accumulations and expenses. The parties have fully complied with
28 Family Law 2102 and have fully augmented the preliminary declarations of disclosure,

22

1 including disclosure of all material facts and information on the characterization of all assets
2 and liabilities, the valuation of all assets that are community property or in which the
3 community has an interest and the amounts of all community debts and obligations. Each of
4 the parties has entered into this waiver knowingly and voluntarily. Each party understands
5 that this waiver does not limit the legal disclosure obligations of the parties but rather is a
6 statement under penalty of perjury that those obligations have been fulfilled. The parties
7 further understand that if they do not comply with these obligations, the court will set aside
8 the Judgment.

9 **23. AGREEMENT PREPARATION**

10 It is acknowledged that both parties hereto have participated in the negotiations of this
11 Agreement. The parties further acknowledge and agree that this Agreement was prepared by the
12 Attorney for the Husband. Respondent has independent legal counsel and has been fully advised
13 of the legal ramifications and consequences of signing this Marital Settlement Agreement. Both
14 parties agree that they have read this Agreement and understand the contents and legal effect of
15 this Agreement and have entered into it and signed it freely and voluntarily, and that each party
16 waives any right to rescind or set aside this Agreement except upon a finding that there has been
17 an actual misrepresentation, knowingly made with intent to defraud.

18 The parties further acknowledge and agree that they enter into this Agreement voluntarily, free
19 from duress, fraud, undue influence, coercion, or misrepresentations of any kind.

20 **24. EXECUTION OF DOCUMENTS**

21 Each party hereby expressly covenants and agrees to execute and deliver without charge to the
22 other any and all deeds, bills of sale, releases, or other instruments which are or may become
23 necessary to carry out the terms of this Agreement.

24 **25. COURT APPROVAL**

25 The provisions of this Agreement shall be deemed final and conclusive as to all rights of the
26 parties hereto, and in case a decree of dissolution, annulment or separate maintenance is obtained
27 by either party hereafter, such provisions shall be conclusive and binding upon both parties in
28

1 such action, and the provision of this agreement, subject to the approval of the court, shall be
2 made apart of any decree to be entered in such action.

3 **26. BINDING EFFECT**

4 This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs,
5 legatees, assigns, administrators, executors, and successors in interest.

6 **27. ENTIRE AGREEMENT**

7 This Agreement constitutes the full and entire understanding and agreement of the parties with
8 regard to the subject matter hereof and any prior agreement, understanding or representation
9 concerning the same is hereby terminated and canceled in its entirety and is of no further force
10 and effect. The parties hereto cannot alter and/or modify this Agreement except by an
11 instrument in writing executed by both parties to this action. This Agreement includes all the
12 representations of every kind and nature made by the parties, one to the other.

13 **28. EFFECTIVE DATE**

14 Upon execution by the parties hereto, this Agreement shall become effective.

15 **29. JURISDICTION**

16 The Court shall continue to have Jurisdiction to enforce the executory provisions of this
17 Agreement by execution, contempt or any other means necessary to enforce compliance with the
18 Agreement until all executory provisions have been performed.

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

30. COMMISSIONER ACCEPTABLE

The parties hereto agree that this matter may be heard by a Commissioner sitting as a temporary Judge or by a Judge Pro Tem.

IN WITNESS WHEREOF, the parties have executed this Agreement and make it effective this ____ day of February, 2008.

Date: 2/26/08

Roni Spoelder
RONI SPOELDER, Petitioner

Date: 2/26/08

CAROLYN HOLT MARTINO, ESQ.
Attorney for Petitioner

Date: _____

SEE ATTACHED
JEFFERY SPOELDER, Respondent

Date: _____

SEE ATTACHED
NATALIE S. KELLER, ESQ.
Attorney for Respondent

IT IS SO ORDERED

Date: _____

JUDICIAL OFFICER, SUPERIOR COURT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

30. COMMISSIONER ACCEPTABLE

The parties hereto agree that this matter may be heard by a Commissioner sitting as a temporary Judge or by a Judge Pro Tem.

IN WITNESS WHEREOF, the parties have executed this Agreement and make it effective this _____ day of February, 2008.

Date: 2/26/08


RONI SPOELDER, Petitioner


Date: 2/26/08


CAROLYN HOLT MARTINO, ESQ.
Attorney for Petitioner

Date: 2/27/08


JEFFERY SPOELDER, Respondent

Date: 2/28/08


NATALIE S. KELLER, ESQ.
Attorney for Respondent

IT IS SO ORDERED

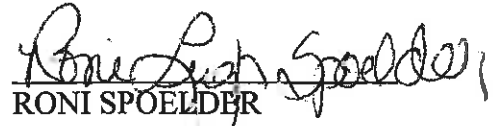
Date: 4-16-08


JUDICIAL OFFICER, SUPERIOR COURT
J. MICHAEL MCGOY

"D"

I, RONI SPOELDER, DO HEREBY AGREE AND STIPULATE THAT THE NOTE FOR NEW HORIZONS REAL ESTATE, INC. SHALL BE THE SOLE AND SEPARATE PROPERTY OF MR. JEFFERY SPOELDER. SAID NOTE SHALL BE TRANSFERED INTO THE NAME OF JEFFERY SPOELDER, AS A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY. I UNDERSTAND THAT THE TERMS OF THIS AGREEMENT HAVE BEEN CLEARLY SETFORTH IN THE MARITAL SETTLEMENT AGREEMENT FILED IN THE DISSOLUTION OF MARRIAGE PROCEEDINGS. I DO UNDERSTAND THAT I HAVE NO FUTURE RIGHT OR CLAIM TO THE NEW HORIZON NOTE.

DATE 2-27-08


RONI SPOELDER

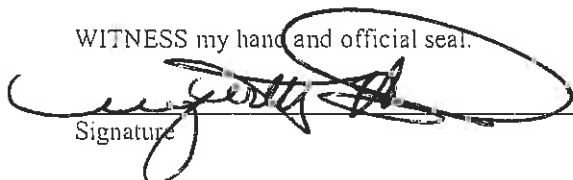
Document Date: 2/27/08

STATE OF CALIFORNIA

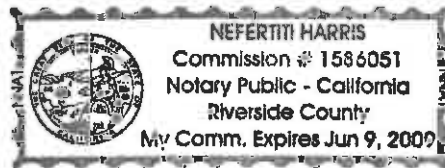
COUNTY OF RIVERSIDE } SS

On 2/27/08, before me, NEFERTITI HARRIS, Notary Public
Notary Public, personally appeared Roni Leigh Spoelder
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

This area for official notarial seal.



" E

STATEMENT OF AMOUNT DUE AND OWING BY NEW HORIZONS REAL ESTATE, INC. TO JEFFREY A. SPOELDER UNDER THAT CERTAIN PROMISSORY NOTE , DATED APRIL 8, 2005, FOR THE SUM OF \$80,000.00 MADE BY NEW HORIZONS REAL ESTATE, INC., AS PAYOR, IN FAVOR OF JEFFREY A. SPOELDER AND RONI L. SPOELDER, AS PAYEES, CARRYING INTEREST AT THE RATE OF 9% PER ANNUM FROM APRIL 15, 2005, PAYABLE IN MONTHLY INSTALLMENTS OF \$600.00, OR MORE, COMMENCING MAY 15, 2005, ALL DUE ON APRIL 14, 2006, SAID PROMISSORY NOTE HAVING BEEN SECURED BY THAT CERTAIN DEED OF TRUST RECORDED IN THE RIVERSIDE COUNTY RECORDER'S OFFICE ON APRIL 15, 2005 AS INSTRUMENT NO. 2005-0299297, AND SAID JEFFREY A. SPOELDER NOW BEING THE SOLE BENEFICIARY UNDER SAID PROMISSORY NOTE AND DEED OF TRUST

		<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
4/15/05	Principal amount of Note	80,000.00		80,000.00
	Interest month ending 5/15/05	600.00		80,600.00
5/15/05	Payment		600.00	80,000.00
	Interest month ending 6/15/05	600.00		80,600.00
6/2/05	Payment		600.00	80,000.00
	Interest month ending 7/15/05	600.00		80,600.00
7/15/05	Payment		600.00	80,000.00
	Interest month ending 8/15/05	600.00		80,600.00
	Interest month ending 9/15/05	604.50		81,204.50
	Interest month ending 10/15/05	609.03		81,813.53
10/6/05	Payment		2,400.00	79,413.53
	Interest month ending 11/15/05	595.60		80,009.13
	Interest month ending 12/15/05	600.06		80,609.19
12/7/05	Payment		600.00	80,009.19
	Interest month ending 1/15/06	600.06		80,609.25
	Interest month ending 2/15/06	604.56		81,213.81
1/26/06	Payment		600.00	80,613.81
2/15/06	Payment		600.00	80,013.81
	Interest month ending 3/15/06	600.10		80,613.91
	Interest month ending 4/15/06	604.60		81,218.51
3/22/06	Payment		600.00	80,618.51
	Interest month ending 5/15/06	604.63		81,223.14
4/24/06	Payment		600.00	80,623.14
	Interest month ending 6/15/06	604.67		80,624.14
6/6/06	Payment		600.00	80,024.14
	Interest month ending 7/15/06	600.18		80,624.32
7/12/06	Payment		600.00	80,024.32

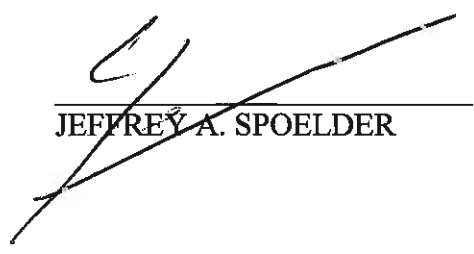
7/26/06 Interest month ending 8/15/06 600.18 80,624.50
Payment 600.00 80,024.50
(being final payment made)

Balance brought forward from previous page 80,024.50

Interest from 8/16/2006 to 4/25/2013, being
date of tax-default sale, i.e. 6 years and 252 days,
equivalent to 6.69 years, on balance of \$80,024.50
as above at 9% per annum 48,182.75 128,207.25

UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, I, JEFFREY A. SPOELDER, HEREBY CERTIFY THE FOREGOING STATEMENT OF AMOUNT DUE AND OWING TO BE TRUE AND CORRECT.

Date: 18 / Aug, 2013



JEFFREY A. SPOELDER

F

CALIFORNIA DRIVER LICENSE



DL
EXP 07/21/2017
LN SPOELDER
FN JEFF ANTIONE

CLASS CM1
END NONE

DOB 07/21/1958
RSTR CORR LENS

470

07211958

Jeff

SEX M HAIR BRN EYES BRN
HGT 5-11" WGT 199 LB ISS
DD 07/18/2002659RB/CCFD/17 08/19/2012

CRALAND RECOVERIES, INC.

Mailing Address:

**P.O. Box 424
Beverly Hills, CA 90213**

Phone: (818) 290-3848

Fax: (818) 528-7223

E-mail: cralandrecoveries@sbcglobal.net

Our Reference: RIV13B-66

November 12, 2014

Riverside County Treasurer-Tax Collector,
[Attn: Shawana Green – Excess Proceeds]
P.O. Box 12005,
Riverside, CA 92502

Re: Claim by Jeffrey A. Spoelder for excess proceeds of \$14,080.80 resulting from Tax Default Sale of AP No. 666-090-010 at Tax Sale TC196, Item 597, held during April, 2013

Dear Ms Green:

We refer to your e-mail to us of October 30, 2014 in above connection, and now enclose herewith Declaration by Jeffrey A. Spoelder affirming that the balance owing to him under the Promissory Note herein remains the sum of \$128,207.25. Please let us know if you require anything further.

Very truly yours,

CRALAND RECOVERIES, INC.


ISSIE CRAMER
PRESIDENT

DECLARATION BY JEFFREY A. SPOELDER RELATING TO AMOUNT DUE AND OWING TO HIM BY NEW HORIZONS REAL ESTATE, INC. UNDER THAT CERTAIN PROMISSORY NOTE, DATED APRIL 8, 2005, FOR THE SUM OF \$80,000.00, MADE BY NEW HORIZON REAL ESTATE, INC., AS PAYOR, IN FAVOR OF JEFFREY A. SPOELDER AND RONI L. SPOELDER, AS PAYEES, SAID PROMISSORY NOTE HAVING BEEN SECURED BY THAT CERTAIN DEED OF TRUST RECORDED IN THE RIVERSIDE COUNTY RECORDER'S OFFICE ON APRIL 15, 2005 AS INSTRUMENT NO. 2005-0299297

I, the undersigned, JEFFREY A. SPOELDER, declare hereby as follows:

1. That my current address is 148 Lincoln Downs, Rancho Mirage, CA 92270.
2. That on August 19, 2013 I signed and executed a Declaration, under penalty of perjury under the laws of the State of California, attached to which, marked "E". was a Statement of Amount Due and Owing, as of April 25, 2013, being the date of the Tax Default Sale by the Riverside County Tax Collector of AP No. 666-090-010-4 at Tax Sale TC196, by New Horizon Real Estate, Inc. to me under the Promissory Note referred to above, secured by Deed of Trust No. 2005-0299297 also referred to above. The amount so reflected in said Exhibit "E" was \$128,207.25.
3. That no payment of whatsoever nature was made to me by said New Horizon Real Estate, Inc., or any one on its behalf, since August 19, 2013 in respect of its indebtedness to me under above referenced Promissory Note, and its indebtedness to me under said promissory Note as of April 25, 2013 remains, and still is, the sum of \$128,207.25.
4. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed at Rancho Mirage this 03 day of NOVEMBER, 2014.


JEFFREY A. SPOELDER


[Secretary of State Main Website](#)
[Business Programs](#)
[Notary & Authentications](#)
[Elections](#)
[Campaign & Lobbying](#)

Business Entities (BE)

Online Services

- [E-File Statements of Information for Corporations](#)
- [Business Search](#)
- [Processing Times](#)
- [Disclosure Search](#)

Main Page

Service Options

Name Availability

Forms, Samples & Fees

Statements of Information (annual/biennial reports)

Filing Tips

Information Requests (certificates, copies & status reports)

Service of Process

FAQs

Contact Information

Resources

- [Business Resources](#)
- [Tax Information](#)
- [Starting A Business](#)

Customer Alerts

- [Business Identity Theft](#)
- [Misleading Business Solicitations](#)

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, February 27, 2015. Please refer to [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	CRALAND RECOVERIES, INC.
Entity Number:	C2718234
Date Filed:	01/18/2005
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	PO BOX 424
Entity City, State, Zip:	BEVERLY HILLS CA 90213
Agent for Service of Process:	ISAAC CRAMER
Agent Address:	14859 MOORPARK ST # 312
Agent City, State, Zip:	SHERMAN OAKS CA 91403

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

[Modify Search](#) [New Search](#) [Printer Friendly](#) [Back to Search Results](#)

[Privacy Statement](#) | [Free Document Readers](#)

Copyright © 2015 California Secretary of State

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 196 Item 597 Assessment No.: 666090010-4

Assessee: NEW HORIZONS REAL ESTATE INC

Situs:

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 \$ 80,000.00 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. 2005-0878707; recorded on 10/25/05. A copy of this document is attached here to. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

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

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

Executed this 19th day of JULY, 2013 at RIVERSIDE, CA
County, State

Edward J Rush
Signature of Claimant

EDUARDO J RUSH
Print Name

P O Box 862
Street Address

TEMECULA, CA 92593
City, State, Zip

951-693-0364
Phone Number

Signature of Claimant

Print Name

Street Address

City, State, Zip

Phone Number

AK

Recorded in Official Records
 County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

Edward Rush
 P.O. Box 862
 Temecula, CA 92593

Title Order No.
 Escrow No.



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
✓	✓	✓	2		1				
					4				
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

23

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this twentieth day of October, 2005, between New Horizons Real Estate, Inc., herein called TRUSTOR, whose address is 68920 Adeline Road, Cathedral City, CA, 92234, ORANGE COAST TITLE COMPANY, a California Corporation, herein called TRUSTEE, and Sterling Trust Company, Custodian, FBO, Edward J Rush IRA, herein called BENEFICIARY,

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Riverside County, California, described as:

The south half of the southwest quarter of the southwest quarter of the northwest quarter of section 10, township 3 south, range 4 east, San Bernardino Base and Meridian.

APN: 666-090-010

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$80,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, which evidenced by another note (or notes) reciting it is so secured.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County October 18, 1961, and in all other counties October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

COUNTY	BOOK	PAGE
Alameda	435	684
Alpine	1	250
Amador	104	348
Butte	1145	1
Calaveras	145	152
Colusa	296	617
Contra Costa	3978	47
Del Norte	78	414
El Dorado	568	456
Fresno	4626	572
Glam	422	184
Humboldt	657	527
COUNTY	BOOK	PAGE
Imperial	1091	501
Inyo	147	598
Kern	3427	60
Kings	792	833
Lake	362	39
Lassen	171	471
Los Angeles	T2055	899
Madera	810	170
Marin	1508	339
Mariposa	77	292
Mendocino	579	530
Merced	1547	538
COUNTY	BOOK	PAGE
Modoc	184	851
Mono	52	429
Monterey	2194	538
Napa	639	86
Nevada	305	320
Orange	5889	611
Placer	895	301
Plumas	151	5
Riverside	3005	523
Sacramento	4331	62
San Benito	271	383
San Bernardino	5567	61
COUNTY	BOOK	PAGE
San Diego		
Series 2	1961	183887
San Francisco	A332	905

60535
 142503

San Joaquin	2470	311
San Luis Obispo	1151	12
Sani Mateo	4078	420
Santa Barbara	1878	860
Santa Clara	5336	341
Santa Cruz	1431	494
Shasta	684	528
Sierra	29	335
Siskiyou	468	181
COUNTY	BOOK	PAGE
Solano	1105	182
Sonoma	1851	689
Stamisklaus	1715	456
Sutter	572	297
Tehama	401	289
Trinity	93	366
Tulare	2294	275
Tuolumne	135	47
Ventura	2062	386
Yolo	653	245
Yuba	334	486

(which provisions identical in all counties, are printed on the attached page to this form) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that said Trustor will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth
STATE OF CALIFORNIA

COUNTY OF Riverside } ss.

* SEE SIGNATURE OF TRUSTOR BELOW

On 10/24/05 before me, the undersigned, a Notary Public in and for said State, personally appeared Steven Smullins

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

WITNESS my hand and official seal.

NOTARY SIGNATURE
Shirley Thompson
 NOTARY'S NAME (typed or legibly printed)



* Steven Smullins
 New Horizons Real Estate, Inc.
 Steven Smullins, Secretary

Notary Stamp or Seal

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 196 Item 597 Assessment No.: 666090010-4

Assessee: NEW HORIZONS REAL ESTATE INC

Situs:

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 \$ 15,000 from the sale of the above mentioned real property. I/We were the ~~owner~~ owner(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. 2013-295573 recorded on 6-20-2013. 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.

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 24TH day of OCTOBER, 2013 at SOLANOCOUNTY, CA.
County, State

Chris Bonmarito
Signature of Claimant

NEW HORIZONS REAL ESTATE, INC.
CHRIS BONMARITO / PRESIDENT
Print Name

PO BOX 320
Street Address

FAIRFIELD, CA 94533
City, State, Zip

707-249-5843
Phone Number

Signature of Claimant

Print Name

Street Address

City, State, Zip

Phone Number

RECORDING REQUESTED BY:
ORANGE COAST TITLE COMPANY

AND WHEN RECORDED, MAIL TO:

* New Horizons Real Estate
INC.
P.O. Box 862
Temecula, CA 92593

DOC # 2005-0299296

04/15/2005 08:00A Fee:20.00
Page 1 of 2 Doc Tax Paid
Recorded in Official Records
County of Riverside
Larry W. Hard
Assessor, County Clerk & Recorder



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.	
			2				<input checked="" type="checkbox"/>	1		
									NA	
A	R	L				COPY	LONG	REFUND	NCHD	EXAM

GRANT DEED

ASSESSOR'S PARCEL NO.: 666-090-010
TITLE ORDER NO.: 017443-02
ESCROW NO.: 1851-HG

TRA 061 085

The undersigned Grantor(s) declare that the DOCUMENT TRANSFER TAX IS: \$88.00

- computed on the full value of the interest of property conveyed, or
- computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.
- OR transfer is EXEMPT from tax for the following reason:

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

Frank Kosowicz and Janina Kosowicz, Husband and Wife as Joint Tenants

hereby GRANT(S) to New Horizons Real Estate, Inc. A CALIFORNIA CORPORATION

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

The South half of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 10, Township 3 South, Range 4 East, San Bernardino Base and Meridian.



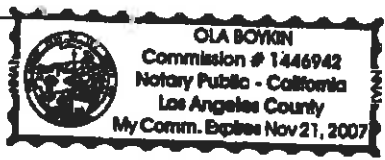
Dated January 4, 2005

State of California
County of Los Angeles

On 3-17-2005, Before me OLA BOYKIN Frank Kosowicz
Personally appeared Frank Kosowicz + Janina Kosowicz
Frank Kosowicz

Personally known to me (or provided 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. Janina Kosowicz
Janina Kosowicz

WITNESS my hand and official seal
Signature Ola Boykin



(This area for official notary seal)

MAIL TAX STATEMENTS TO:

Public Record

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 196 Item 597 Assessment No.: 666090010-4

Assessee: NEW HORIZONS REAL ESTATE INC

Situs:

Date Sold: April 29, 2013

Date Deed to Purchaser Recorded: June 20, 2013

Final Date to Submit Claim: June 20, 2014

RECEIVED
2014 JUN 17 PM 1:42
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

I/We pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$31,210.00 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. 205-0299296; recorded on April 15th 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.

Deed attached

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

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

Executed this 12th day of June, 2014 at Orange, CA
County, State

U Amin
Signature of Claimant

Signature of Claimant

Urvasi Amin Secretary / New Horizon
Print Name Real Estate Inc Print Name

6021 E. West View Dr
Street Address

Street Address

Orange, CA 92869
City, State, Zip

City, State, Zip

714 538 - 6606
Phone Number

Phone Number

RECORDING REQUESTED BY:
ORANGE COAST TITLE COMPANY

DOC # 2005-0299296

04/15/2005 08:00A Fee:20.00

Page 1 of 2 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



AND WHEN RECORDED, MAIL TO:

New Horizons Real Estate
INC.
P.O. Box 862
Temecula, CA 92593

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF.	MISC.
	1		2			✓		1	
									MA
A	R	L	COPY	LONG	REFUND	NCHG	EXAM		

GRANT DEED

ASSESSOR'S PARCEL NO.: 666-090-010
TITLE ORDER NO.: 017443-02
ESCROW NO.: 1851-HG

The undersigned Grantor(s) declare that the DOCUMENT TRANSFER TAX IS:

\$88.00

20

- computed on the full value of the interest of property conveyed, or
- computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.
- OR transfer is EXEMPT from tax for the following reason:

TRA 061 085

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



Frank Kosowicz and Janina Kosowicz, Husband and Wife as Joint Tenants

hereby GRANT(S) to New Horizons Real Estate, Inc. A CALIFORNIA CORPORATION

all that real property situated in the ^{area} City of ^{Riverside} Riverside, County of ^{California} California, State of ^{California} California, described as:

The South half of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 10, Township 3 South, Range 4 East, San Bernardino Base and Meridian.

Dated January 4, 2005

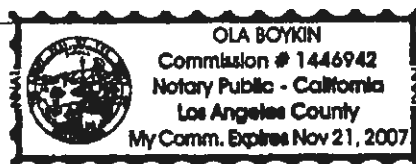
State of California
County of Los Angeles

On 3-17-2005, Before me OLA BOYKIN Frank Kosowicz
Personally appeared Frank Kosowicz + Janina Kosowicz
Frank Kosowicz

Personally known to me (or provided 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.

Janina Kosowicz
Janina Kosowicz

WITNESS my hand and official seal
OLA BOYKIN
Signature



(This area for official notary seal)

MAIL TAX STATEMENTS TO:

TO: OFFICE OF THE COUNTY TREASURER AND TAX COLLECTOR

**ASSIGNMENT OF RIGHTS TO CLAIM EXCESS PROCEEDS FROM
SALE OF TAX-DEFAULTED PROPERTY**

For valuable consideration, the undersigned Assignor(s) Urvashi Amin hereby assigns to Assignee(s) Jay Amin, all rights, title and interest to collect 100 % of the excess proceeds which I am entitled to claim for the property which was sold at the San Bernardino County, California, public auction of tax-defaulted property, held on 20th day of June, 2013, and described as parcel number 666090010-4.

As the Assignor(s), I understand the amount of the excess proceeds eligible for distribution is \$ 31,210.00, and as a party of interest I am entitled to \$ 31,210.00

Dated this 12th day of June, 2014 Urvashi Amin for New Horizons Real Estate Inc.
Signature

STATE OF California

COUNTY OF ORANGE

On June 13, 2014 before me, DIANE PAGE, NOTARY PUBLIC personally appeared URVASHI AMIN, 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

Diane Page
Signature



DECLARATION

I, Assignor(s) Urvashi Amin Declare the following to be true and correct with respect to my assignment of rights to claim excess proceeds to Assignee(s) Jay Amin for Parcel Number 666090010-4 from the public auction of tax-defaulted property held on 20th day of April in San Bernardino County, California.

We have been advised of our right to file a claim for excess proceeds on our behalf. The parties have disclosed all facts to each other that each is aware of regarding the value of the rights being assigned as required by California Revenue and Taxation Code, Section 4675.

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

Date 6-12-2014 Signature Urvashi Amin for New Horizons Real Estate Inc.
Name (print) URVASHI AMIN Address 6021 E. WEST VIEW DR,
City/State/zip Code ORANGE, CA 92869 Phone (714) 538 6606