

FORM APPROVED COUNTY COUNSEL  
 BY: *[Signature]* 7/13/15  
 GREGORY P. PRIAMOS  
 DATE

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

759A



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

**SUBMITTAL DATE:**  
**JUL 13 2015**

**SUBJECT:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 192, Item 1068. Last assessed to: Martin Hernandez and Maria Hernandez, husband and wife, as joint tenants. District 4 [\$66,905] Fund 65595 Excess Proceeds from Tax Sale.

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

1. Approve the claim from Global Discoveries, Ltd., assignee for Beneficial Financial I Inc. for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 687254003-7;

(continued on page two)

**BACKGROUND:**

**Summary**

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

(continued on page two)

*[Signature]*  
 Don Kent

Treasurer-Tax Collector

| FINANCIAL DATA  | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost: | POLICY/CONSENT<br>(per Exec. Office)  |
|-----------------|----------------------|-------------------|-------------|---------------|---|
| COST            | \$ 66,905            | \$ 0              | \$ 66,905   | \$ 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: *[Signature]*  
 Samuel Wong

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Prev. Agn. Ref.:

District: 4

Agenda Number:

**9-10**

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

**FORM 11:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 192, Item 1068. Last assessed to: Martin Hernandez and Maria Hernandez, husband and wife, as joint tenants. District 4 [\$66,905] Fund 65595 Excess Proceeds from Tax Sale.

**DATE:** JUL 13 2015

**PAGE:** Page 2 of 2

**RECOMMENDED MOTION:**

2. Deny the claim from William N. Elder Jr., Attorney for Time Finance Company;
3. Deny the claim from Martin Hernandez and Maria Hernandez, last assessees;
4. Authorize and direct the Auditor-Controller to issue a warrant to Global Discoveries, Ltd. assignee for Beneficial Financial I Inc. in the amount of \$66,905.60, no sooner than ninety days from the date of the 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 three claims for excess proceeds:

1. Claim from Global Discoveries, Ltd., assignee for Beneficial Financial I Inc. based on an Assignment of Right to Collect Excess Proceeds dated April 3, 2012 and a Deed of Trust recorded June 28, 2005 as Instrument No. 2005-0511699.
2. Claim from William N. Elder Jr., Attorney for Time Finance Company based on an Abstract of Judgment recorded June 21, 2007 as Instrument No. 2007-0405452.
3. Claim from Martin Hernandez and Maria Hernandez based on a Grant Deed recorded June 30, 1999 as Instrument No. 1999-294061.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Global Discoveries, Ltd., assignee for Beneficial Financial I Inc. be awarded excess proceeds in the amount of \$66,905.60. Since the amount claimed by Global Discoveries, Ltd., assignee for Beneficial Financial I Inc. exceeds the amount of excess proceeds available, there are no funds available for consideration for the claim from William N. Elder Jr., Attorney for Time Finance Company and the claim from Martin Hernandez and Maria Hernandez. 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 beneficiary on the deed of trust of the property.

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

Copies of the Excess Proceed Claim forms and supporting documentation are attached.

**CLAIM SUMMARY**

Date: April 6, 2012  
To: Riverside County Treasurer and Tax Collector  
Assessors Parcel Number: 687-254-003-7  
Last Assessee: HERNANDEZ MARTIN & MARIA  
Sale Date: 3/20/2012  
TC: 019-003  
Item Number: 1068

RECEIVED  
2012 APR 24 PM 2:39  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

Dear Treasurer/Tax Collector:

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

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

1. Deed of Trust naming Beneficial California Inc as Lender as Document Number: 2005-0511699, Recorded in Riverside County on 06/28/2005.
2. Loan Repayment and Security Agreement (NOTE)
3. Statement of Amount Due & Owing
4. Amount Due & Payable Calculation Worksheet
5. Certificate Stamped with Corporate Seal referencing Beneficial Financial I Inc is Successor by Merger to Beneficial California Inc. Furthermore, Certificate authorizes Timothy J. Wallace to act on behalf of Beneficial Financial I Inc as Vice President and Assistant Secretary of the Administrative Services Division
6. Assignment of Rights To Collect Excess Proceeds signed by Timothy J. Wallace Vice President and Assistant Secretary of the Administrative Services Division Beneficial Financial I Inc., Successor by Merger to Beneficial California Inc.
7. Claim form(s) signed by Global Discoveries
8. Signed W9 for Beneficial Financial I Inc
9. Photo ID for Assignor: Timothy J. Wallace

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

- One warrant in the amount of \$67,351.00 or 100% of the claimant's share of the excess proceeds made payable to Global Discoveries, Ltd. and mailed to P.O. Box 1748, Modesto, California 95353-1748.

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

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

**Certified Tracking Number: 7009-3410-0001-7918-3768**



Recording Requested By

WHEN RECORDED MAIL TO

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



Table with columns: M, S, U, PAGE, SIZE, DA, PCOR, NOCOR, SMF, MSC, A, R, L, COPY, LONG, REFUND, NCHG, EXAM. Includes handwritten '9' and '1' in PAGE and DA columns.

33

(Page 1 of 8)



211761

DEED OF TRUST

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

THIS DEED OF TRUST is made this 23RD day of JUNE, 20 06, among the Trustor, MARTIN HERNANDEZ AND MARIA HERNANDEZ, HUSBAND AND WIFE, AS JOINT TENANTS

whose address is 88555 CALLE H, CATHEDRAL, CA 92234 (herein "Borrower"), HOUSEKEY FINANCIAL CORPORATION, AN ILLINOIS CORPORATION (herein "Trustee") and the Beneficiary, BENEFICIAL CALIFORNIA INC. a corporation organized and existing under the laws of DELAWARE whose address is 82-126 HIGHWAY 111, INDIO PLAZA, STE B, INDIO, CA 92201 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

[X] WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 271,006.46, evidenced by Borrower's Loan Agreement dated JUNE 23, 2005 and any extensions or renewals thereof (including those pursuant to any Renegotiable Rate Agreement) (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on JUNE 23, 2035;

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

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

CONTINUED ON EXHIBIT A-LEGAL DESCRIPTION

which has the address of 88555 H ST, CATHEDRAL CITY California 92234 (herein "Property Address");



MH294B4F3D083D0T8000CA0079H10\*\*HERNANDEZ

ORIGINAL

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

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

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

COVENANTS. Borrower and Lender covenant and agree as follows:

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

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

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

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

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

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

2005-0511699  
06/28/2005 08:00A



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

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

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

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

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

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

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

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

2005-0511639  
06/28/2005 09:09  
3 of 9





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

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

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

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

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

16. **Acceleration; Remedies.** Except as provided in paragraph 15 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the

2005-05-1639  
06/28/2005 08:00A  
4 of 9



power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in the paragraph 16 including, but not limited to, reasonable attorneys' fees.

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

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

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

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

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

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

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

2005-0511699  
06/28/2005 08:00A  
5 of 9





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

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

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

(This space intentionally left blank)

2005-0511699  
06/23/2005 08:00A  
6 of 9



10-06-03 DOT

CA0079H6



\*H294B4F3D083DOT8000CA0079H60\*\*HERNANDEZ

ORIGINAL

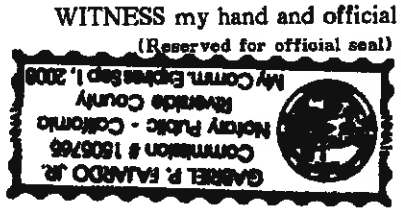
REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST

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

MARTIN HERNANDEZ  
Martin Hernandez - Borrower  
Maria Hernandez  
Maria Hernandez - Borrower

STATE OF CALIFORNIA, Riverside County ss:

On this 23<sup>rd</sup> day of June, in the year 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Martin Hernandez and Maria Hernandez.  personally known to me, or  proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) are subscribed to the foregoing instrument, and acknowledged that 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.



Signature: Gabriel P. Fajardo Jr.  
Name (typed or printed): Gabriel P. Fajardo Jr.  
My Commission expires: 9/1/08

STATE OF CALIFORNIA, \_\_\_\_\_ County ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20 \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_,  personally known to me, or  proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) \_\_\_\_\_ subscribed to the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Signature: \_\_\_\_\_  
Name (typed or printed) \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

2885-0511699  
06/28/2005 08:08P  
7 of 9



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

**Deed of Trust**  
**WITH POWER OF SALE**  
 (LONG FORM)  
**Housekey**  
**Financial**  
**Corporation**  
 AS TRUSTEE  
 00769273

**DO NOT RECORD**  
**FOR RECONVEYANCE OR FORECLOSURE SEND TO THE NEAREST**  
**OFFICE OF HOUSEKEY FINANCIAL CORPORATION**  
**REQUEST FOR FULL RECONVEYANCE**  
 To be used only when note has been paid.  
 Dated \_\_\_\_\_  
 To HOUSEKEY FINANCIAL CORPORATION, Trustee:  
 The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

|                       |
|-----------------------|
| MAIL RECONVEYANCE TO: |
|                       |
|                       |
|                       |
|                       |

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

2005-0511699  
06/28/2005 08:09  
8 of 8



10-06-03 DOT

CA0079H8



\*H294B4F3D083D078000CA0079H80\*\*HERNANDEZ \* ORIGINAL

EXHIBIT A (PAGE 1)

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE, DESCRIBED AS FOLLOWS: LOT 3 OF CATHEDRAL CITY HIGHLANDS UNIT NO. 2, IN THE CITY OF CATHEDRAL CITY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 26, PAGES 76 AND 77, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. END OF LEGAL DESCRIPTION.

2005-0511699  
06/28/2005 08:00A  
9 of 9



\*H294B4F3D083DOT8000CA0079H00\*\*HERNANDEZ

\*

ORIGINAL

**LOAN REPAYMENT AND SECURITY AGREEMENT (Page 1 of 4)**

**LENDER (called "We", "Us", "Our")**

BENEFICIAL CALIFORNIA INC.  
 82-126 HIGHWAY 111  
 INDIO PLAZA, STE B  
 INDIO CA 92201

California Finance Lenders License No. 603 3194

**BORROWERS (called "You", "Your")**

HERNANDEZ MARTIN R  
 SS#  
 GUERRERO, MARIA E  
 SS#  
 68555 H ST  
 CATHEDRALCITY CA 92234

**LOAN NO:** 211761-609909

|                                  |                                      |                                     |                                      |  |
|----------------------------------|--------------------------------------|-------------------------------------|--------------------------------------|--|
| DATE OF LOAN<br>08/23/2006       | FIRST PAYMENT DUE DATE<br>07/23/2006 | OTHERS<br>SAME DAY OF EACH MONTH    | FINAL PAYMENT DUE DATE<br>06/23/2035 | CONTRACT RATE<br>(per year)<br>7.930 % |
| AMOUNT FINANCED<br>\$ 269,998.38 |                                      | PRINCIPAL<br>\$ 271,006.46          |                                      |  |
|                                  |                                      | CLOSING FEE<br>\$ 135.00            |                                      |  |
| LIFE INS PREMIUM<br>\$ NONE      | DISABILITY INS PREMIUM<br>\$ NONE    |                                     |                                      |  |
| RELI INS PREMIUM<br>\$ NONE      |                                      |                                     |                                      |  |
|                                  |                                      | ORIGINATION FEE/POINTS<br>\$ 873.08 |                                      |  |
| FIRST INSTALLMENT<br>\$ 1,975.35 | MONTHLY INSTALLMENT<br>\$ 1,975.35   | TERM PERIOD<br>360                  |                                      |  |
|                                  |                                      |                                     |                                      | PREPAYMENT PENALTY<br>YES              |

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

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

YES Title insurance on real estate security.  
 YES Hazard insurance on real estate security.  
 Physical damage insurance one vehicle listed under "Security" above if "Y" appears under "Insured".  
 Physical damage insurance on other property listed under "Security" above if "Y" appears under "Insured".  
 You may obtain any required insurance from anyone you choose and may assign any other policy of insurance you own to cover the security for this loan.  
 (See "Security" paragraph above for description of security to be insured.)

**NOTICE: THE FOLLOWING PAGES CONTAIN ADDITIONAL CONTRACT TERMS.**

09-29-03 RE  
 OPT PPP

CAB55351



\*H294B4F3D083CEA8000CAB553510\*\*HERNANDEZ

\*

ORIGINAL

**LOAN REPAYMENT AND SECURITY AGREEMENT (Page 2 of 4)**

**PAYMENT.** In return for this loan, you agree to pay us the Principal (Amount Financed, Points and any Closing Fee shown on page one) plus Interest in monthly payments, computed by the simple interest method on unpaid balances of Principal at 1/12th of the annual Contract Rate (subject to any adjustment under the "Adjustment to Contract Rate" section below) plus any monthly insurance premium, if elected, until fully paid. The term points means the Origination Fee (Points) shown on page one. You will pay at our business address on page one or other address given you. If more than one Borrower is named on page one, we may enforce this Agreement against all, or any, Borrowers, but not in a combined amount greater than the amount owed. Payments are applied in the following order: insurance, late charges, interest at the Contract Rate for the actual time outstanding, and principal. For any past due amounts, payments will be applied to the most delinquent monthly installment first, in the same order shown above, until all past due monthly installments are paid in full. For late charge purposes, as long as you make a full monthly installment any month, no late charge will be assessed for that month.

**DATE ON WHICH INTEREST BEGINS.** If you do not cancel this loan according to your "Notice of Right to Rescind," the date on which Interest begins, payment dates, and effective date of optional credit insurance purchased are postponed by the number of days from this Agreement's date to date you receive this loan.

**ADJUSTMENT TO CONTRACT RATE.** The Contract Rate, as shown on page one, will decrease by one quarter of one percent (.25) beginning with the thirteenth (13th) month after every twelve (12) consecutive month period where all payments were made in full within 30 days of their due date. Up to maximum of twelve (12) Contract Rate reductions are available during the term of the loan. For each Contract Rate reduction, the monthly installment payment will be reduced accordingly. Notwithstanding anything to the contrary in this paragraph, you will not receive any Contract Rate reductions or the reduced monthly payment after four periods of delinquency. A "period of delinquency" begins when you fail to make a payment in full within 30 days of the due date and ends when you have no payments that are outstanding for more than 30 days past their due date.

**PAY-OUTS.** You agree to pay-outs of Amount Financed as shown on Truth-In-Lending disclosure form. If pay-outs change because loan closing is delayed, (a) you shall pay additional amounts due at closing, or (b) your cash or check will be reduced to cover additional pay-outs.

**PREPAYMENT.** Subject to the Prepayment Penalty described below, you may prepay any or all of your loan at any time. In any event, if you fully pay before the final payment due date, the amount you owe will be reduced by unearned credit insurance charges, if any. If you prepay before the final due date, Points and any Closing Fee shown on page one, are fully earned when this loan is made and you will not receive a refund of that part of the Finance Charge consisting of Points and any Closing Fee shown on page one.

**PREPAYMENT PENALTY.** If "YES" is printed in the Prepayment Penalty box on page one of this Agreement, you agree to the following penalty. If you prepay in full within two (2) years of the Date of Agreement (shown on page one), you agree to pay a prepayment penalty equal to the payment of six (6) months' advance interest on the amount prepaid in excess of twenty percent (20%) of the original principal amount. No prepayment penalty will be imposed (a) if this loan is refinanced by another loan with us; (b) after two (2) years; (c) if the loan is prepaid from the proceeds of any insurance; or (d) if we sue you.

**LATE CHARGE.** If you don't pay any payment in full within 10 days after it's due, you will also pay 5% of the unpaid amount of such payment, as a late charge.

**BAD CHECK CHARGE.** We will charge you a fee of \$15 if any payment check is returned because of insufficient funds or is otherwise dishonored.

**OTHER CHARGES.** You agree to pay any amounts actually incurred by Lender in connection with the loan account for title examination, appraisal, title insurance, escrow fees, tax service fees, trustee fees involving the real estate covered by your Deed of Trust, and recording, release and reconveyance fees, if any.

**NOTICE: THE FOLLOWING PAGES CONTAIN ADDITIONAL CONTRACT TERMS.**

09-29-03 RE  
OPT PPP

CAB55352



\*429484F3D083CEA80D0CAB553520\*\*HERNANDEZ

ORIGINAL



**LOAN REPAYMENT AND SECURITY AGREEMENT (Page 3 of 4)**

**FAILURE TO PAY.** If you don't pay on time, or fail to observe each covenant and condition of the Deed of Trust or fail to keep required insurance in force, after we notify you, but without our need to demand payment in full, we may sue you for the total amount you owe. You will pay our costs, including reasonable attorney fees, to collect this loan or to realize on any security.

**SATISFACTION OF JUDGMENT - SPOUSE'S PROPERTY.** The separate property of any married person who signs below shall be subject to execution to satisfy any judgment entered on this Agreement.

**DUE-ON-SALE.** Please note the following provision contained in the Deed of Trust:

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

**PROPERTY INSURANCE:**

**A. YOUR OBLIGATION TO INSURE.** You shall keep the structures located on the real property securing this loan insured against damage caused by fire and other physical hazards, name us as a loss payee and deliver to us a loss payable endorsement. If insurance covering the real property is cancelled or expires while the loan is outstanding and you do not reinstate the coverage, we may obtain, at our option, hazard insurance coverage protecting our interest in the real property as outlined below.

**B. LENDER'S RIGHT TO PLACE HAZARD INSURANCE.** You authorize us, at our option, to obtain coverage on the Property in an amount not greater than the outstanding balance of principal and interest on the loan or, if known to be less, the replacement value of the Property, in the event that you fail to maintain the required hazard insurance outlined above or fail to provide adequate proof of its existence. You authorize us to charge you for the costs of this insurance and add the insurance charges to your loan. The Insurance charges will be added to the unpaid balance of the loan which accrues interest at the Contract Rate. The addition of the insurance charges due might increase the amount of your final installment. The cost of Lender placed hazard insurance might be higher than the cost of standard insurance protecting the property. The Lender placed insurance will not insure the contents of the property or provide liability coverage. The insurance might not be the lowest cost coverage of its type available and you agree that we have no obligation to obtain the lowest cost coverage. We or an affiliated company might receive some benefit from the placement of this insurance and you will be charged for the full cost of the premium without reduction for any such benefit. If at any time after we have obtained this insurance, you provide adequate proof that you have subsequently purchased the required coverage, we will cancel the coverage we obtained and credit any unearned premiums to your loan.

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

**SECURITY.** You agree to give us a security interest in the real estate as described in the Deed of Trust.

**NOTICE: THE FOLLOWING PAGE CONTAINS ADDITIONAL CONTRACT TERMS.**

CAB55353

09-29-03 RE  
OPT PPP



\*H29484F30083CEA8000CAB553530\*\*HERNANDEZ

ORIGINAL



STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 687-254-003-7, Situs Address: 68555 H ST CATHEDRAL CITY CA 92234 was \$271,006.46. The amount still due and owing as of the 3/20/2012 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$247,077.16.

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

4-3-12  
DATE: MONTH, DAY, YEAR

[Signature]  
Beneficial Financial I Inc Successor by Merger to Beneficial California Inc.  
Timothy J. Wallace-Vice President  
and Assistant Secretary of the Administrative Services Division

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of Florida

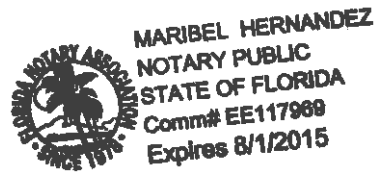
County of Hillsborough

On 4-3-12 before me, Timothy J. Wallace, personally appeared  
(Date) (here insert name and title of the officer)

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

WITNESS my hand and official seal.

[Signature] (seal)  
Signature of Notary Public



### Amount Due And Payable Calculation

|                                     |   |
|-------------------------------------|---|
| Trustor(s) or Debtor(s):            | Martin & Maria Hernandez  |
| Beneficiary(ies) or Creditor(s):    | Beneficial Financial I Inc Successor by Merger to<br>Beneficial California Inc. |
| Instrument Number:                  | 2005-511699   |
| County:                             | Riverside   |
| APN:                                | 687-254-003-7   |
| Original Principal Balance of Loan: | \$271,006.46  |
| Interest Rate:                      | 7.93%   |
| Last Payment Received Date:         | 3/6/2012  |
| Interest Accrual to Date:           | 3/20/2012   |
| Total in Years:                     | 0.04  |
| Monthly Payment:                    | \$1,975.35  |
| Late Payment Penalty-Percent:       | 5%  |
| <b>Total Due to Date:</b>           | <b>\$247,077.16</b>   |

**CERTIFICATE**

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

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

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

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

[SEAL]



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

STATE OF ILLINOIS

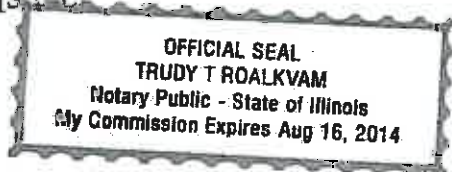
COUNTY OF LAKE

ss:

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

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

[SEAL]



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

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

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

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

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

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

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

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

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

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



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

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

**Pazicni, Jennifer**

---

**From:** Pazicni, Jennifer  
**Sent:** Thursday, April 24, 2014 11:44 AM  
**To:** Amy Elmer  
**Subject:** EP 192-1068 Parcel # 687254003-7

Good Morning,

I am currently working your claim for excess proceeds for assessment# 687254003-7 for Beneficial Financial I Inc. We have a document signed by Lynne C. Zaremba appointing Timothy J. Wallace to file a claim on behalf of Beneficial Financial I Inc. However, do you have any documentation giving Ms. Zaremba the authority to give such an appointment? Any documentation you can provide would be helpful. Please contact me if you have any questions. Thank you for your continued patience.

Sincerely,

Jennifer Pazicni  
Riverside County Treasurer-Tax Collector's Office  
Excess Proceeds/Tax Sale Operations  
951 955-3947 Office  
951 955-3947 Fax  
[JPazicni@co.riverside.ca.us](mailto:JPazicni@co.riverside.ca.us)

**Green, Shawana**

---

**From:** Green, Shawana  
**Sent:** Tuesday, June 03, 2014 11:56 AM  
**To:** 'amy.elmer@gd-ltd.com'  
**Subject:** EP 192-1068 Parcel 687254003-7  
**Attachments:** EP 192-1068 Parcel 687254003-7.pdf

Hi Amy,

My name is Shawana Green and I have recently taken over the Express Proceeds desk. Attached is an e-mail from Jennifer Pazicni requesting additional documentation for EP 192-1068. Can you please let me know the status of this request? Thank you.

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

## Green, Shawana

---

**From:** Amy Elmer <amy.elmer@gd-ltd.com>  
**Sent:** Wednesday, June 11, 2014 3:12 PM  
**To:** Green, Shawana  
**Subject:** RE: EP 192-1068 Parcel 687254003-7  
**Attachments:** Parcel #687254003-7.pdf  
  
**Importance:** High

Shawna,

It appears that there was a slight mishap. We appear to have only received a request for parcel #297-034-002-5 that is the one we sent out to the county. I checked my entire inbox and just checked my junk mail and I never received that one. I apologize. Attached is what we sent out on the other parcel which is the same thing you need for this parcel you are requesting information on. Do you need another one or can you use the attached as the supporting documentation?

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

### CONFIDENTIALITY NOTICE:

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

### -----Original Message-----

**From:** Green, Shawana [<mailto:SSGreen@co.riverside.ca.us>]  
**Sent:** Tuesday, June 10, 2014 7:10 AM  
**To:** Amy Elmer  
**Subject:** RE: EP 192-1068 Parcel 687254003-7

Hi Amy,

We did not receive anything.

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

### -----Original Message-----

**From:** Amy Elmer [<mailto:amy.elmer@gd-ltd.com>]  
**Sent:** Tuesday, June 03, 2014 11:58 AM

To: Green, Shawana  
Subject: Re: EP 192-1068 Parcel 687254003-7

Hi shawna, it's a pleasure!

This request has recently been sent to your office. Please let me know if it's not received by the end of the week. Thank you

Respectfully,

Amy L. Elmer  
Manager of Claims Processing  
800.710.1703  
209.593.3917

On Jun 3, 2014, at 11:56 AM, "Green, Shawana"  
<[SSGreen@co.riverside.ca.us](mailto:SSGreen@co.riverside.ca.us)<<mailto:SSGreen@co.riverside.ca.us>>> wrote:

Hi Amy,

My name is Shawana Green and I have recently taken over the Excess Proceeds desk. Attached is an e-mail from Jennifer Pazicni requesting additional documentation for EP 192-1068. Can you please let me know the status of this request? Thank you.

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

<EP 192-1068 Parcel 687254003-7.pdf>



May 5, 2014

VIA CERTIFIED MAIL

Desiree Taylor  
Tax Sale Operations-Excess Proceeds Dept.  
Riverside County  
4080 Lemon St. 4th Floor  
Riverside, CA 92501

APN(s): 297-034-002-5

Dear Ms. Taylor:

Per your request, Please find the enclosed additional documentation to support our claim for the above referenced parcel:

- Certified Copy by Document Custodian of Certificate As To Authority Household Finance Corporation of California

We hope the enclosed information should assist in perfecting our claim. If there is anything further that you may need please contact me at (209) 593-3919 or (800) 370-9413. Thank you in advance for your time.

Respectfully,

A handwritten signature in black ink, appearing to read "Jed Byerly", is written over the word "Respectfully".

Jed Byerly  
Managing Member of Global Discoveries Ltd.

Certified Tracking # 7013-1710-0000-7420-0863





CERTIFICATE AS TO AUTHORITY

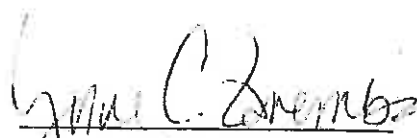
HOUSEHOLD FINANCE CORPORATION OF CALIFORNIA

The undersigned does hereby certify that she is a duly appointed, qualified and acting Assistant Secretary of Household Finance Corporation of California, a Delaware corporation (the "Company"), and that as such Assistant Secretary I have custody of the corporate books and records and hereby certify that:

1. Attached hereto as Exhibit A is a true and complete copy of the resolutions of the Company duly adopted on May 9, 2013 relating to the Administrative Services Division of the Company and said resolutions have not been amended or rescinded and are now in full force and effect; and
2. Timothy Wallace is a duly appointed and acting Vice President and Assistant Secretary of the Administrative Services Division of the Company and in said capacity is authorized to execute any and all documents as may be necessary or advisable at any time and from time to time to satisfy and facilitate his role on behalf of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company this 28th day of April 2014.

[SEAL]

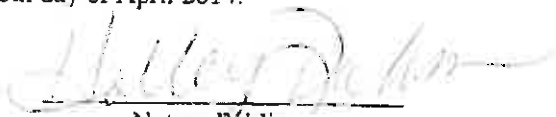
  
 Lynne C. Zaremba  
 Assistant Secretary

STATE OF ILLINOIS            )  
   )  
 COUNTY OF LAKE            )        ss:

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

Given under my hand and notarial seal this 28th day of April 2014.

[SEAL]       OFFICIAL SEAL  
 HOLLEY DAHM  
 NOTARY PUBLIC STATE OF ILLINOIS  
 MY COMMISSION EXPIRES 04-17-2018

  
 Notary Public

Confirmation of the Administrative Services Division

Unanimous Written Consent of the Board of Directors of  
Household Finance Corporation of California (the "Company") dated May 9, 2013

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

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

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

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

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

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

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

FURTHER RESOLVED that, as may be necessary or advisable from time to time to facilitate the servicing, recovery, collection and/or sale of the Company's charged-off accounts and receivables, including activities relating to legal actions and the sale of the Company's charged-off accounts, each Authorized Individual is hereby authorized, empowered and directed to prepare, execute, file and deliver

all such documents, and instruments, including but not limited to certificates, attestations, affidavits, verifications of accounts, declarations of sale, notices of cancellation of liens, statements of facts, powers of attorney, beneficiary designations, bills of sale, and sale agreements and similar documents and instruments, as may be deemed necessary and appropriate in connection with such activities. The Company's Administrative Services Division shall be limited in its authority to the execution of such sale and/or account transfer related documents so that such documents do not exceed a sale amount of \$5 million.

FURTHER RESOLVED, that each Authorized Individual is authorized and directed to take, or cause to be taken, all such action and to execute, deliver, certify and/or file or cause to be executed and delivered, all such agreements, amendments, undertakings, documents, instruments and certificates and to pay all related costs and expenses as such officer shall approve as necessary and/or advisable in order to carry out the intent and accomplish the purposes of the foregoing resolutions and the transactions contemplated thereby, the taking of such actions and the execution, delivery, and/or certification of such documents to be conclusive evidence of such approval;

FURTHER RESOLVED, that each Authorized Individual is authorized and directed to take, or cause to be taken, all such action and to execute, deliver, certify and/or file or cause to be executed and delivered, all such agreements, affidavits, amendments, undertakings, documents, instruments and certificates in the capacity of an officer of an interim servicer, such interim servicer being an HSBC entity that has adopted the Administrative Services Division and is identified in a contractual agreement with a third party as an interim servicer ("Interim Servicer"), and as such Interim Servicer has received the appropriate letter of direction or power of attorney authorizing the Interim Servicer to act on behalf of a third party; and

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

May 2013

**CALIFORNIA COPY CERTIFICATION BY DOCUMENT CUSTODIAN**

I, Jed Byerly, Managing Member of Global Discoveries LTD. hereby swear (or affirm) that the attached reproduction of Certificate As To Authority Household Finance Corporation is a true, correct and complete <sup>of California</sup> Description of Original Document

photocopy of a document in my possession.

[Signature]  
Signature of Custodian of Original Document

1120 13th St. Suite A Modesto CA, 95354  
Address

State of California

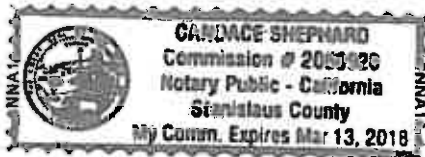
County of Stanislaus

Subscribed and sworn to (or affirmed) before me on this 5 day of May, 2014, by  
Date Month Year

Jed Byerly  
Name of Custodian of Original Document

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

[Signature]  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information in this section 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 Copy**

Title or Type of Document: Certificate As To Authority Household Finance Corporation of California

Document Date: 4/28/14 Identifying No.: N/A No. of Pages: 3

Signer(s) or Issuing Agency: Lynne Zarembo

**Capacity Claimed by Custodian**

- Individual     Attorney     Trustee     Business Proprietor or Manager
- Corporate Officer — Title: \_\_\_\_\_
- University or School Officer — Title: \_\_\_\_\_
- Governmental Officer or Agent — Title: \_\_\_\_\_
- Other: \_\_\_\_\_

Custodian Is Representing: \_\_\_\_\_



ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

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

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby assign to GLOBAL DISCOVERIES, LTD. my right to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 687-254-003-7, Tax Sale Number 019-003, Item 1068 sold at public auction on 3/20/2012. I understand that the total of excess proceeds available for refund is \$ 67,351.00+/-, and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VALUABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning.

Timothy Wallace 4-3-12  
(Signature of Party of Interest/Assignor) (Date)  
Tax ID/SS# \_\_\_\_\_

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

STATE OF FLORIDA  
COUNTY OF Hillsborough )ss.

On 4-3-12, before me, the undersigned, a Notary Public in and for said State, personally appeared Timothy Wallace Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
(Signature of Notary)

 **MARIBEL HERNANDEZ**  
NOTARY PUBLIC  
STATE OF FLORIDA  
(Comm# EE117989  
Expires 8/1/2015)

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


[Signature]  
(Signature of Assignee)

Jed Byerly, Chief Operating Officer  
(Name Printed)  
Global Discoveries, Ltd.  
(Address)  
P.O. Box 1748  
Modesto, California 95353-1748  
(City/State/Zip)  
Phone: (209) 593-3913

Tax ID/SS# \_\_\_\_\_  
STATE OF CALIFORNIA )ss.  
COUNTY OF Stanislaus )

On April 11, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared \*\*\*Jed Byerly\*\*\* who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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

 **MICHELLE REYNOSA**  
Commission # 1838466  
Notary Public - California  
Stanislaus County  
My Comm. Expires Mar 25, 2013  
(This area for official seal)

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

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 687-254-003-7  
Tax Sale Number: 019-003  
Item Number: 1068  
Default Number: 2006-687254003-0000  
Date of Sale: 3/20/2012

The undersigned claimant, Global Discoveries, Ltd., claims \$67,351.00+/- or 100% of the claimant's share of the actual amount of excess proceeds from the sale of the property referenced above.

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

Please refer to Claim Summary and attached Documents

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

Executed this 11<sup>th</sup> day of April, 2012 at Modesto, California.

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

**CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC**

State of California)

County of Stanislaus)

On 4-11-2012 before me, Michelle Reynosa, Notary Public, personally appeared  
(Date) (here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

[Signature] (seal)  
Signature of Notary-Public





## Request for Taxpayer Identification Number and Certification

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

|   |   |   |
|---|---|---|
| Print or type<br>See Specific Instructions on page 2.                 | Name (as shown on your income tax return)<br><b>BENEFICIAL FINANCIAL I INC</b>  |   |
|   | Business name/disregarded entity name, if different from above  |   |
|   | Check appropriate box for federal tax classification:<br><input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><br><input type="checkbox"/> Other (see instructions) ▶ _____ |   |
|   | <input checked="" type="checkbox"/> Exempt payee  |   |
| Address (number, street, and apt. or suite no.)<br><b>PO BOX 1231</b> |   | Requester's name and address (optional) |
| City, state, and ZIP code<br><b>BRANDON FLORIDA 33509-1231</b>        |   |   |
| List account number(s) here (optional)                                |   |   |

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

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

**Social security number**

|  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|

**Employer identification number**

|  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|

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

**Part II Certification**

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**    Signature of U.S. person ▶ *Elise Y. Thomas*    Date ▶ *2-16-2012*

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

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

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

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

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

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

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

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

**Florida** *The Sun State*  
**DRIVER LICENSE CLASS E**



**TIMOTHY JAMES WALLACE**

DOB 06-01-1989 SEX M  
 ISSUED 05-23-2010 H3P E4  
 EXPIRES 06-01-2016  
 FEET 2  
 EYES BROWN

*Timothy J. Wallace*

**SAFE DRIVER**  
 Operator of a motor vehicle in a -holder's consent to any sobriety test required by law.

**RESTRICTIONS: A-Corrective Lenses**

**ENDORSEMENTS:**

**CLASS: E - Any non-commercial vehicle with a GVWR less than 25,001 lbs. or any RV**

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

**EXPIRES** [Barcode]

Expenses Director  
 Julie Anne  
 Sawyer C. L...  
 Director of Driver Licenses  
 H08102222146  
 Rev Date 02-01-09

[www.flhsmv.gov](http://www.flhsmv.gov)

[Barcode]



EP 192-1068

**CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY  
(CALIFORNIA REVENUE AND TAXATION CODE SECTION 4675)**

To: Don Kent, Treasurer and Tax Collector

Re: **CLAIM FOR EXCESS PROCEEDS**

**TC 192                      ITEM 1068                      ASSESSMENT NO. 687254003-7**  
**ASSESSEE                      HERNANDEZ, MARTIN & MARIA**  
**SITUS                              68555 H STREET CATHEDRAL CITY,**  
**DATE SOLD                      MARCH 20, 2012**  
**DATE DEED TO PURCHASE RECORDED                      MAY 11, 2012**  
**FINAL DATE TO SUBMIT CLAIM                      MAY 13, 2013**


We pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$11,801.27 from the sale of the above mentioned real property. We were the Lienholder(s), at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2007-0405452, recorded on June 21, 2007. A copy of this document is attached hereto. We are the rightful claimants by virtue of the attached assignment of interest. We have listed below and attached hereto each item of documentation supporting the claim submitted.

Please see attached hereto copies of the following documents:

1. Judgment entered on May 7, 2007;
2. Abstract of Judgment Recorded on June 21, 2007;
3. Sheriff's Print Out; and
4. Ledger.

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

Executed this 13<sup>th</sup> day of November, 2012, at Orange County, California.

  
William N. Elder Jr.  
Attorney for Time Finance Company

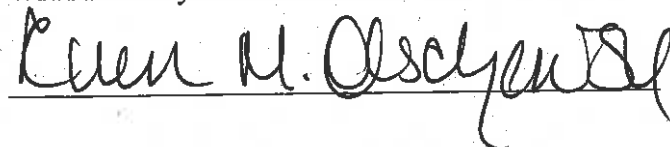
FOELL & ELDER  
3818 E. La Palma Avenue  
Anaheim, California 92807  
(714) 999-1100

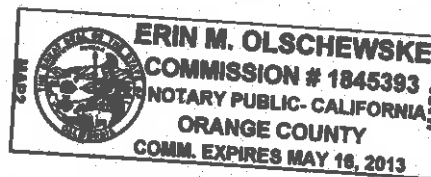
STATE OF CALIFORNIA }  
  } ss.  
COUNTY OF ORANGE }

On November 13, 2012, before me, ERIN M. OLSCHIEWSKE, NOTARY PUBLIC, personally appeared WILLIAM N. ELDER, JR., who proved to me on the basis of satisfactory evidence to be the person(s) whose name 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 entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.





T0012-518

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, street number, and address):  
 STEPHEN R. PRITSKER S N: 158566  
 FOELL & ELDER  
 3818 E. LA PALMA AVENUE  
 ANAHEIM, CALIFORNIA 92807  
 TELEPHONE NO.: (714) 999-1100 FAX NO. (Optional): (714) 630-3300  
 E-MAIL ADDRESS (Optional):  
 ATTORNEY FOR (Name): PLAINTIFF

FOR COURT USE ONLY

FILED  
 SUPERIOR COURT  
 COUNTY OF SAN BERNARDINO  
 SAN BERNARDINO DISTRICT

MAY 07 2007

By [Signature] Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO  
 STREET ADDRESS: 351 N. ARROWHEAD AVENUE  
 MAILING ADDRESS:  
 CITY AND ZIP CODE: SAN BERNARDINO, CALIFORNIA 92415  
 BRANCH NAME: SAN BERNARDINO DISTRICT/ SAN BERNARDINO  
 PLAINTIFF: TIME FINANCE COMPANY  
 DEFENDANT: MARTIN HERNANDEZ

CASE NUMBER:  
 SCISS 147275

JUDGMENT

By Clerk       By Default       After Court Trial  
 By Court       On Stipulation       Defendant Did Not Appear at Trial

JUDGMENT

1.  BY DEFAULT
  - a. Defendant was properly served with a copy of the summons and complaint.
  - b. Defendant failed to answer the complaint or appear and defend the action within the time allowed by law.
  - c. Defendant's default was entered by the clerk upon plaintiff's application.
  - d.  Clerk's Judgment (Code Civ. Proc., § 585(a)). Defendant was sued only on a contract or judgment of a court of this state for the recovery of money.
  - e.  Court Judgment (Code Civ. Proc., § 585(b)). The court considered
    - (1)  plaintiff's testimony and other evidence.
    - (2)  Plaintiff's written declaration (Code Civ. Proc., § 585(d)).
  
2.  ON STIPULATION
  - a. Plaintiff and defendant agreed (stipulated) that a judgment be entered in this case. The court approved the stipulated judgment and
  - b.  the signed written stipulation was filed in the case.
  - c.  the stipulation was stated in open court       the stipulation was stated on the record.
  
3.  AFTER COURT TRIAL. The jury was waived. The court considered the evidence.
  - a. The case was tried on (date and time) :  
before (name of judicial officer) :
  - b. Appearances by:
 

|  |   |
|--|---|
| <input type="checkbox"/> Plaintiff (name each) :     | <input type="checkbox"/> Plaintiff's attorney (name each) : |
| (1)  | (1)   |
| (2)  | (2)   |
| <input type="checkbox"/> Continued on Attachment 3b. |   |
| <input type="checkbox"/> Defendant (name each) :     | <input type="checkbox"/> Defendant's attorney (name each) : |
| (1)  | (1)   |
| (2)  | (2)   |
| <input type="checkbox"/> Continued on Attachment 3b. |   |
  - c.  Defendant did not appear at trial. Defendant was properly served with notice of trial.
  - d.  A statement of decision (Code Civ. Proc., § 632)  was not  was requested.

EXHIBIT 1

T12-518

COPY

JUDGMENT IS ENTERED AS FOLLOWS BY:     THE COURT     THE CLERK

4.  **Stipulated Judgment.** Judgment is entered according to the stipulation of the parties.

5. **Parties.** Judgment is

a.  for plaintiff (name each):  
     TIME FINANCE COMPANY

and against defendant (names):  
     MARTIN HERNANDEZ AKA MARTIN R. HERNANDEZ  
     AKA MARTIN ROSARIO HERNANDEZ

Continued on Attachment 5a.

b.  for defendant (name each):

c.  for cross-complainant (name each):

and against cross-defendant (name each):

Continued on Attachment 5c.

d.  for cross-defendant (name each):

6. **Amount.**

a.  Defendant named in item 5a above must pay plaintiff on the complaint:

c.  Cross-defendant named in item 5c above must pay cross-complainant on the cross-complaint:

|  |           |                 |
|--|-----------|-----------------|
| (1) <input checked="" type="checkbox"/> Damages  | \$        | 7,198.27        |
| (2) <input checked="" type="checkbox"/> Prejudgment interest at the annual rate of 20.97 % | \$        | 583.74          |
| (3) <input checked="" type="checkbox"/> Attorney fees                                      | \$        | 869.83          |
| (4) <input checked="" type="checkbox"/> Costs  | \$        | 255.00          |
| (5) <input type="checkbox"/> Other (specify):  | \$        |                 |
| <b>(6) TOTAL</b>   | <b>\$</b> | <b>8,906.84</b> |

|   |           |             |
|---|-----------|-------------|
| (1) <input type="checkbox"/> Damages                                      | \$        |             |
| (2) <input type="checkbox"/> Prejudgment interest at the annual rate of % | \$        |             |
| (3) <input type="checkbox"/> Attorney fees                                | \$        |             |
| (4) <input type="checkbox"/> Costs  | \$        |             |
| (5) <input type="checkbox"/> Other (specify):                             | \$        |             |
| <b>(6) TOTAL</b>  | <b>\$</b> | <b>0.00</b> |

b.  Plaintiff to receive nothing from defendant named in item 5b.

Defendant named in item 5b to recover costs \$

and attorney fees \$

d.  Cross-complainant to receive nothing from cross-defendant named in item 5d.

Cross-defendant named in item 5d to recover costs \$

and attorney fees \$

7.  Other (specify):

Date: MAY 07 2007

Date:

W. ROBERT FAWKE  
JUDICIAL OFFICER

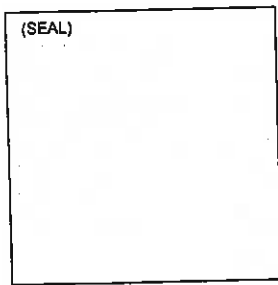
Clerk, by \_\_\_\_\_, Deputy

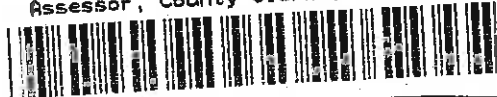
**CLERK'S CERTIFICATE (Optional)**

I certify that this is a true copy of the original judgment on file in the court.

Date:

Clerk, by \_\_\_\_\_, Deputy





| S | U | PAGE | SIZE | DA  | MISC | LONG | RFD | COPY        |
|---|---|------|------|-----|------|------|-----|-------------|
|   |   | 2    |      |     |      |      |     | 1           |
| M | A | L    | 465  | 426 | PCOR | NCOR | SMF | NCHG        |
|   |   |      |      |     |      |      |     | EXAM<br>508 |

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Class, State Bar number, and telephone number):

Recording requested by and return to: FOELL & ELDER  
WILLIAM N. ELDER, JR. SBN:110463  
STEPHEN R. PRITSKER SBN:158566  
3818 E. LA PALMA AVENUE  
ANAHEIM, CALIFORNIA 92807  
(714) 999-1100 (714) 630-3300

ATTORNEY FOR  JUDGMENT CREDITOR  ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

STREET ADDRESS: 351 N. ARROWHEAD AVENUE

MAILING ADDRESS:

CITY AND ZIP CODE: SAN BERNARDINO, CALIFORNIA 92415

BRANCH NAME: SAN BERNARDINO DISTRICT/ SAN BERNARDINO

PLAINTIFF: TIME FINANCE COMPANY

CASE NUMBER:  
SCISS 147275

DEFENDANT: MARTIN HERNANDEZ

ABSTRACT OF JUDGMENT - CIVIL AND SMALL CLAIMS  Amended

FOR COURT USE ONLY

C  
508

1. The  judgment creditor  assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address

MARTIN HERNANDEZ AKA MARTIN R. HERNANDEZ AKA MARTIN ROSARIO HERNANDEZ, 68555 H STREET CATHEDRAL CITY, CA 92234

b. Driver's license No. and state:

c. Social security No.:

d. Summons or notice of entry of sister-state judgment was personally served or

mailed to (name and address): MARTIN HERNANDEZ AKA MARTIN R. HERNANDEZ AKA MARTIN ROSARIO HERNANDEZ, 68555 H STREET, CATHEDRAL CITY, CA 92234

Unknown

Unknown

2.  Information on additional judgment debtors is shown on page 2.

4.  Information on additional judgment creditors is shown on page 2.

3. Judgment creditor (name and address):  
TIME FINANCE COMPANY  
221 N. CITRUS AVE.  
COVINA, CA 91723

5.  Original abstract recorded in this county:

a. Date:

b. Instrument No.:

Date: JUNE 6, 2007

STEPHEN R. PRITSKER

(TYPE OR PRINT NAME)

*Stephen Pritsker*  
(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:  
\$ 8,906.84

10.  An  execution lien  attachment lien is endorsed on the judgment as follows:

a. Amount: \$

b. In favor of (name and address):

7. All judgment creditors and debtors are listed on this abstract.

8. a. Judgment entered on (date): MAY 7, 2007  
b. Renewal entered on (date):

11. A stay of enforcement has

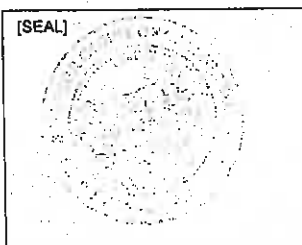
a.  not been ordered by the court.

b.  been ordered by the court effective until (date):

12. a.  I certify that this is a true and correct abstract of the judgment entered in this action.

b.  A certified copy of the judgment is attached.

Clerk, by *J. J. Pope*, Deputy



This abstract issued on (date):

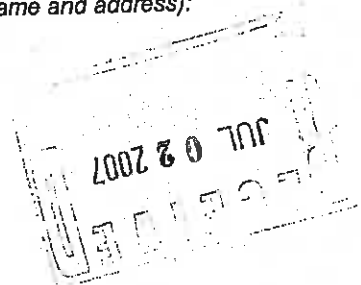
JUN 15 2007

|            |              |
|------------|--------------|
| PLAINTIFF: | CASE NUMBER: |
| DEFENDANT: |              |

**NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:**

13. Judgment creditor (name and address):

14. Judgment creditor (name and address):



15.  Continued on Attachment 15.

**INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:**

16. Name and last known address

17. Name and last known address

Driver's license No. & state:  Unknown  
 Social security No.:  Unknown  
 Summons was personally served at or mailed to (address):

Driver's license No. & state:  Unknown  
 Social security No.:  Unknown  
 Summons was personally served at or mailed to (address):

18. Name and last known address

19. Name and last known address

Driver's license No. & state:  Unknown  
 Social security No.:  Unknown  
 Summons was personally served at or mailed to (address):

Driver's license No. & state:  Unknown  
 Social security No.:  Unknown  
 Summons was personally served at or mailed to (address):

20. Name and last known address

21. Name and last known address

Driver's license No. & state:  Unknown  
 Social security No.:  Unknown  
 Summons was personally served at or mailed to (address):

Driver's license No. & state:  Unknown  
 Social security No.:  Unknown  
 Summons was personally served at or mailed to (address):

22.  Continued on Attachment 22.



2007-0405452  
 06/21/2007 08:08A  
 2 of 2



**EXHIBIT 2**





## Case Summary Report

[Print report](#)  [Close window](#)

**Case Summary For:**

Time Finance Company vs. Hernandez, Martin

| Case Information        |                      | Fee Information  |       | Collection Information                 |            | Writ Information             |            |
|-------------------------|----------------------|------------------|-------|--|------------|------------------------------|------------|
| <b>Case Number</b>      | CISS147275           | <b>Used</b>      | 50.00 | <b>Next Pending Payout</b>             | 0.00       | <b>Writ/Accept Amount</b>    | 9006.34    |
| <b>Sheriff's Branch</b> | Pasadena             | <b>Available</b> | 0.00  | <b>Applied to Judgment &amp; Costs</b> | 1778.59    | <b>Amount To Satisfy</b>     | 8531.32    |
| <b>Court Name</b>       | Court Name Not Found |                  |       | <b>Refunded To Defendant</b>           | 0.00       | <b>Interest Per Day</b>      | 2.47       |
| <b>Status</b>           | No Holds             |                  |       | <b>Held Per Court Order</b>            | 0.00       | <b>Last Date For Service</b> | 08/22/2008 |
|                         |                      |                  |       | <b>Last Payout Date</b>                | 05/21/2008 | <b>Writ Expire Date</b>      | 08/22/2010 |
|                         |                      |                  |       |  |            | <b>Writ Return Date</b>      | 08/22/2008 |

\* There are no Pending Payout (Distribution) Detail information.

**Service Details**

| Description              | Date Received | Fee   | Party Served                     | Activity Date | Disposition - Comments                         |
|--------------------------|---------------|-------|----------------------------------|---------------|--|
| Earnings Withholding Ord | 07/16/2007    | 25.00 | Vacation Pools Inc/Hampton Pools | 07/25/2007    | Not Found - No Such Suite # Exists In Building |
| Earnings Withholding Ord | 08/10/2007    | 25.00 | Maria Torres , Receptionist      | 08/21/2007    | Served   |

\* There are no Challenges Detail information.

EXHIBIT 3





ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, street number, and address):  
 STEPHEN R. PRITSKER S N: 158566  
 FOELL & ELDER  
 3818 E. LA PALMA AVENUE  
 ANAHEIM, CALIFORNIA 92807  
 TELEPHONE NO.: (714) 999-1100 FAX NO. (Optional): (714) 630-3300  
 E-MAIL ADDRESS (Optional):  
 ATTORNEY FOR (Name): PLAINTIFF

FOR COURT USE ONLY

FILED  
 SUPERIOR COURT  
 COUNTY OF SAN BERNARDINO  
 SAN BERNARDINO DISTRICT

MAY 07 2007

By [Signature] Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO  
 STREET ADDRESS: 351 N. ARROWHEAD AVENUE  
 MAILING ADDRESS:  
 CITY AND ZIP CODE: SAN BERNARDINO, CALIFORNIA 92415  
 BRANCH NAME: SAN BERNARDINO DISTRICT/ SAN BERNARDINO  
 PLAINTIFF: TIME FINANCE COMPANY  
 DEFENDANT: MARTIN HERNANDEZ

**JUDGMENT**

By Clerk       By Default       After Court Trial  
 By Court       On Stipulation       Defendant Did Not Appear at Trial

CASE NUMBER:  
 SCISS 147275

JUDGMENT

1.  BY DEFAULT

- a. Defendant was properly served with a copy of the summons and complaint.
- b. Defendant failed to answer the complaint or appear and defend the action within the time allowed by law.
- c. Defendant's default was entered by the clerk upon plaintiff's application.
- d.  Clerk's Judgment (Code Civ. Proc., § 585(a)). Defendant was sued only on a contract or judgment of a court of this state for the recovery of money.
- e.  Court Judgment (Code Civ. Proc., § 585(b)). The court considered
  - (1)  plaintiff's testimony and other evidence.
  - (2)  Plaintiff's written declaration (Code Civ. Proc., § 585(d)).

2.  ON STIPULATION

- a. Plaintiff and defendant agreed (stipulated) that a judgment be entered in this case. The court approved the stipulated judgment and
- b.  the signed written stipulation was filed in the case.
- c.  the stipulation was stated in open court       the stipulation was stated on the record.

3.  AFTER COURT TRIAL. The jury was waived. The court considered the evidence.

- a. The case was tried on (date and time) :  
before (name of judicial officer) :
- b. Appearances by:
 

|  |   |
|--|---|
| <input type="checkbox"/> Plaintiff (name each) :     | <input type="checkbox"/> Plaintiff's attorney (name each) : |
| (1)  | (1)   |
| (2)  | (2)   |
| <input type="checkbox"/> Continued on Attachment 3b. |   |
| <input type="checkbox"/> Defendant (name each) :     | <input type="checkbox"/> Defendant's attorney (name each) : |
| (1)  | (1)   |
| (2)  | (2)   |
| <input type="checkbox"/> Continued on Attachment 3b. |   |
- c.  Defendant did not appear at trial. Defendant was properly served with notice of trial.
- d.  A statement of decision (Code Civ. Proc., § 632)  was not  was requested.

EXHIBIT 1

T12-518



JUDGMENT IS ENTERED AS FOLLOWS BY:     THE COURT     THE CLERK

4.  **Stipulated Judgment.** Judgment is entered according to the stipulation of the parties.

5. **Parties.** Judgment is

a.  for plaintiff (*name each*):  
TIME FINANCE COMPANY

c.  for cross-complainant (*name each*):

and against defendant (*names*):  
MARTIN HERNANDEZ AKA MARTIN R. HERNANDEZ  
AKA MARTIN ROSARIO HERNANDEZ

and against cross-defendant (*name each*):

Continued on Attachment 5a.

Continued on Attachment 5c.

b.  for defendant (*name each*):

d.  for cross-defendant (*name each*):

6. **Amount.**

a.  Defendant named in item 5a above must pay plaintiff on the complaint:

c.  Cross-defendant named in item 5c above must pay cross-complainant on the cross-complaint:

|  |    |  |             |
|--|----|--|-------------|
| (1) <input checked="" type="checkbox"/> Damages  | \$ |  | 7,198.27    |
| (2) <input checked="" type="checkbox"/> Prejudgment interest at the annual rate of 20.97 % | \$ |  | 583.74      |
| (3) <input checked="" type="checkbox"/> Attorney fees                                      | \$ |  | 869.83      |
| (4) <input checked="" type="checkbox"/> Costs  | \$ |  | 255.00      |
| (5) <input type="checkbox"/> Other ( <i>specify</i> ):                                     | \$ |  |             |
| (6) <b>TOTAL</b>   |    |  | \$ 8,906.84 |

|   |    |  |         |
|---|----|--|---------|
| (1) <input type="checkbox"/> Damages                                      | \$ |  |         |
| (2) <input type="checkbox"/> Prejudgment interest at the annual rate of % | \$ |  |         |
| (3) <input type="checkbox"/> Attorney fees                                | \$ |  |         |
| (4) <input type="checkbox"/> Costs  | \$ |  |         |
| (5) <input type="checkbox"/> Other ( <i>specify</i> ):                    | \$ |  |         |
| (6) <b>TOTAL</b>  |    |  | \$ 0.00 |

b.  Plaintiff to receive nothing from defendant named in item 5b.  
 Defendant named in item 5b to recover costs \$  
 and attorney fees \$

d.  Cross-complainant to receive nothing from cross-defendant named in item 5d.  
 Cross-defendant named in item 5d to recover costs \$  
 and attorney fees \$

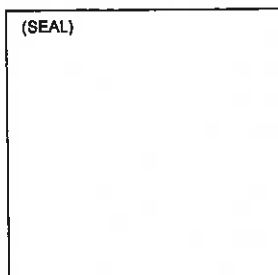
7.  Other (*specify*):

Date: MAY 07 2007

W. ROBERT FAWKE  
JUDICIAL OFFICER

Date:

Clerk, by \_\_\_\_\_, Deputy

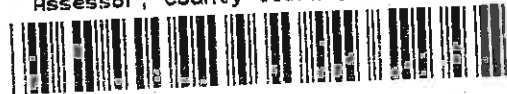


**CLERK'S CERTIFICATE (Optional)**

I certify that this is a true copy of the original judgment on file in the court.

Date:

Clerk, by \_\_\_\_\_, Deputy



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number):  
Recording requested by and return to: FOELL & ELDER  
WILLIAM N. ELDER, JR. SBN:110463  
STEPHEN R. PRITSKER SBN:158566  
3818 E. LA PALMA AVENUE  
ANAHEIM, CALIFORNIA 92807  
(714) 999-1100 (714) 630-3300  
 ATTORNEY FOR  JUDGMENT CREDITOR  ASSIGNEE OF RECORD

| S | .. | V | PAGE | SIZE | DA   | MISC | LONG | RFD  | COPY |
|---|----|---|------|------|------|------|------|------|------|
| 1 |    |   | 2    |      |      |      |      |      | 1    |
| M | A  | L | 465  | 426  | PCOR | NCOR | SMF  | NCHG | EXAM |

508

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO  
STREET ADDRESS: 351 N. ARROWHEAD AVENUE  
MAILING ADDRESS:  
CITY AND ZIP CODE: SAN BERNARDINO, CALIFORNIA 92415  
BRANCH NAME: SAN BERNARDINO DISTRICT/ SAN BERNARDINO

PLAINTIFF: TIME FINANCE COMPANY  
DEFENDANT: MARTIN HERNANDEZ

CASE NUMBER:  
SCISS 147275

ABSTRACT OF JUDGMENT - CIVIL AND SMALL CLAIMS  Amended

FOR COURT USE ONLY **C**  
508

1. The  judgment creditor  assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address

MARTIN HERNANDEZ AKA MARTIN R. HERNANDEZ AKA MARTIN ROSARIO HERNANDEZ, 68555 H STREET CATHEDRAL CITY, CA 92234

b. Driver's license No. and state:  Unknown  
c. Social security No.:  Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): MARTIN HERNANDEZ AKA MARTIN R. HERNANDEZ AKA MARTIN ROSARIO HERNANDEZ, 68555 H STREET, CATHEDRAL CITY, CA 92234

2.  Information on additional judgment debtors is shown on page 2.

4.  Information on additional judgment creditors is shown on page 2.

3. Judgment creditor (name and address):  
TIME FINANCE COMPANY  
221 N. CITRUS AVE.  
COVINA, CA 91723

5.  Original abstract recorded in this county:  
a. Date:  
b. Instrument No.:

Date: JUNE 6, 2007  
STEPHEN R. PRITSKER  
(TYPE OR PRINT NAME)

*Stephen Pritsker*  
(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:  
\$ 8,906.84

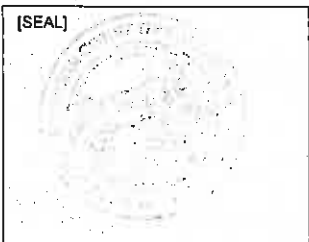
7. All judgment creditors and debtors are listed on this abstract.

8. a. Judgment entered on (date): MAY 7, 2007  
b. Renewal entered on (date):

10.  An  execution lien  attachment lien is endorsed on the judgment as follows:  
a. Amount: \$  
b. In favor of (name and address):

9.  This judgment is an installment judgment.

11. A stay of enforcement has  
a.  not been ordered by the court.  
b.  been ordered by the court effective until (date):



This abstract issued on (date):  
JUN 15 2007

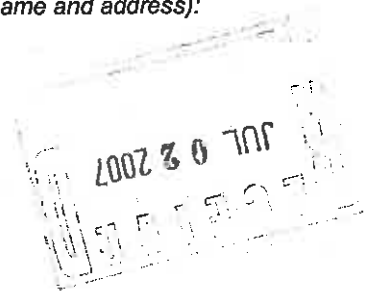
12. a.  I certify that this is a true and correct abstract of the judgment entered in this action.  
b.  A certified copy of the judgment is attached.  
Clerk, by *J. J. Pope*, Deputy

|            |              |
|------------|--------------|
| PLAINTIFF: | CASE NUMBER: |
| DEFENDANT: |              |

**NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:**

13. Judgment creditor (name and address):

14. Judgment creditor (name and address):



15.  Continued on Attachment 15.

**INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:**

16. Name and last known address

17. Name and last known address

Driver's license No. & state:  Unknown  
 Social security No.:  Unknown  
 Summons was personally served at or mailed to (address):

Driver's license No. & state:  Unknown  
 Social security No.:  Unknown  
 Summons was personally served at or mailed to (address):

18. Name and last known address

19. Name and last known address

Driver's license No. & state:  Unknown  
 Social security No.:  Unknown  
 Summons was personally served at or mailed to (address):

Driver's license No. & state:  Unknown  
 Social security No.:  Unknown  
 Summons was personally served at or mailed to (address):

20. Name and last known address

21. Name and last known address

Driver's license No. & state:  Unknown  
 Social security No.:  Unknown  
 Summons was personally served at or mailed to (address):

Driver's license No. & state:  Unknown  
 Social security No.:  Unknown  
 Summons was personally served at or mailed to (address):

22.  Continued on Attachment 22.



2007-0405452  
 06/21/2007 08:00A  
 2 of 2



EXHIBIT 2



## Case Summary Report

[Print report](#)  [Close window](#)

**Case Summary For:**

Time Finance Company vs. Hernandez, Martin

| Case Information        |                      | Fee Information  |       | Collection Information                 |            | Writ Information             |            |
|-------------------------|----------------------|------------------|-------|--|------------|------------------------------|------------|
| <b>Case Number</b>      | CISS147275           | <b>Used</b>      | 50.00 | <b>Next Pending Payout</b>             | 0.00       | <b>Writ/Accept Amount</b>    | 9006.34    |
| <b>Sheriff's Branch</b> | Pasadena             | <b>Available</b> | 0.00  | <b>Applied to Judgment &amp; Costs</b> | 1778.59    | <b>Amount To Satisfy</b>     | 8531.32    |
| <b>Court Name</b>       | Court Name Not Found |                  |       | <b>Refunded To Defendant</b>           | 0.00       | <b>Interest Per Day</b>      | 2.47       |
| <b>Status</b>           | No Holds             |                  |       | <b>Held Per Court Order</b>            | 0.00       | <b>Last Date For Service</b> | 08/22/2008 |
|                         |                      |                  |       | <b>Last Payout Date</b>                | 05/21/2008 | <b>Writ Expire Date</b>      | 08/22/2010 |
|                         |                      |                  |       |  |            | <b>Writ Return Date</b>      | 08/22/2008 |

\* There are no Pending Payout (Distribution) Detail Information.

**Service Details**

| Description              | Date Received | Fee   | Party Served                     | Activity Date | Disposition - Comments                         |
|--------------------------|---------------|-------|----------------------------------|---------------|--|
| Earnings Withholding Ord | 07/16/2007    | 25.00 | Vacation Pools Inc/Hampton Pools | 07/25/2007    | Not Found - No Such Suite # Exists In Building |
| Earnings Withholding Ord | 08/10/2007    | 25.00 | Maria Torres , Receptionist      | 08/21/2007    | Served   |

\* There are no Challenges Detail information.

EXHIBIT 3





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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 192 Item 1068 Assessment No.: 687254003-7

Assessee: HERNANDEZ, MARTIN & MARIA

Situs: 68555 H ST CATHEDRAL CY

Date Sold: March 20, 2012

Date Deed to Purchaser Recorded: May 11, 2012

Final Date to Submit Claim: May 13, 2013

RECEIVED  
2013 FEB 28 PM 2:37  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 91,000.00 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. 20120214438 recorded on 5/11/12. 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 of Trust filed June 23rd 2005  
Tax Deed filed May 11 2012  
Utility Bills Desert Water, Edison and the Gas Company

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 18 day of July, 2012 at Riverside County California  
County, State

MARTIN HERNANDEZ  
Signature of Claimant

MARIA E HERNANDEZ  
Signature of Claimant

Martin Hernandez  
Print Name

Maria Hernandez  
Print Name

68555 H St  
Street Address

68555 H St  
Street Address

Cathedral City CA 92234  
City, State, Zip

Cathedral City CA 92234  
City, State, Zip

760-404-7900  
Phone Number

760-404-7900  
Phone Number

County Administrative Center- 4th Floor  
4080 Lemon Street, P.O. Box 12005  
Riverside, CA 92502-2205  
(951) 955-3900  
(951) 955-3990 - Fax

E-mail: [ttc@co.riverside.ca.us](mailto:ttc@co.riverside.ca.us)  
[www.countytreasurer.org](http://www.countytreasurer.org)



**COUNTY OF RIVERSIDE  
TREASURER-TAX COLLECTOR**

Palm Springs Office  
997 E Tahquitz Canyon Way, Suite A  
Palm Springs, CA 92262

Temecula Office  
40935 County Center Drive, Suite C  
Temecula, CA 92591

June 6, 2012

MARTIN HERNANDEZ AKA MARTIN R. HERNANDEZ AND MARIA HERNANDEZ AKA  
MARTIN ROSARIO HERNANDEZ

68555 H STREET  
CATHEDRAL CITY, CA 92234

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 687254003-7      Item: 1068

Situs Address: 68555 H St Cathedral Cy

Assessee: Hernandez, Martin & Maria

Date Sold: **March 20, 2012**

Date Deed to Purchaser Recorded: May 11, 2012

Final Date to Submit Claim: **May 13, 2013**

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3842.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT  
TREASURER-TAX COLLECTOR

By Adrian Potenciano  
Deputy

**INSTRUCTIONS FOR FILING CLAIM**  
(See Claim Form on Reverse Side)

The California Revenue and Taxation Code, Section 4675, states in part (paraphrased):

For the purposes of this article, parties of interest and their order of priority are:

- (a) First, lienholders of record prior to the recordation of the tax deed to the purchaser in the order of their priority; and
- (b) Then, any person with title of record to all or any portion of the property prior to the recordation of the tax deed to the purchaser.

If you consider yourself to be a party of interest in the sale of tax-defaulted property as defined above, please fill out the reverse of this form stating how you have determined your status as a party of interest. If you need help in filling out the form, please contact our office by telephone at 951-955-3842, mail, or in person.

You must attach copies of documents to support your claim as follows:

1. In case (a), attach a copy of your trust deed or other evidence of lien or security interest, along with a statement under penalty of perjury setting forth the original amount of the lien or interest, the total amount of payments received reducing the original amount of the lien or interest, and the amount still due and payable as of the date of the sale of the tax defaulted property by the Tax Collector.
2. In case (b), attach copies of any other documents (e.g., deed, certified death certificate, will, court order, etc.) supporting your claim.

**PLEASE NOTE:** We cannot, by law, begin processing of claims until one year has passed from the date of the deed to the purchaser. In order to receive consideration by the Riverside County Board of Supervisors, claims must be filed ON OR BEFORE THE EXPIRATION OF ONE YEAR following the date of the recording of the deed to the purchaser. Please see the "Date Deed to Purchaser Recorded" appearing on the attached notice (Form 117-170). The Tax Collector will submit a recommendation to the County Board of Supervisors as to what disposition should be made on your claim. Following the Board's review, the claim will either be approved or denied. The Clerk of the Board of Supervisors will notify you of the action taken by the Board. Should the claim be approved, the Auditor-Controller will issue a County warrant in payment. By law, the Auditor-Controller cannot issue a warrant in payment of the approved claim until 90 days following the action taken by the Board.

**MAIL COMPLETED FORMS TO:**

Don Kent, Treasurer-Tax Collector  
Post Office Box 12005  
Riverside, CA 92502-2205

Attention: Excess Proceeds

RECORDING REQUESTED BY  
CHICAGO TITLE COMPANY  
AND WHEN RECORDED MAIL TO

MR. AND MRS. MARTIN HERNANDEZ  
68555 H. STREET  
CATHEDRAL CITY CA 92234

DOC # 1999-294061  
00/30/1999 08,808 Fee:28.00  
Page 1 of 1 Doc. Tax Paid  
Recorded in Official Records  
County of Riverside  
Gary L. Orso  
Assessor, County Clerk & Recorder



| LS | DL | LI | PAID | RE | SA | PCOR | REF | MP | EMC |
|----|----|----|------|----|----|------|-----|----|-----|
|    |    |    |      |    |    |      |     |    |     |
|    |    |    |      |    |    |      |     |    |     |

Escrow No. 97050811 P7A  
Order No. 97050811 R7A

**GRANT DEED**

ASSASSINATED BY PAULINE H.  
GD7-254-003

TRP: 019003

THE UNDERSIGNED GRANTOR(S) DECLARE(S)  
INCUMBENTARY TRANSFER TAX IS \$141.90  
 unincorporated area  City of CATHEDRAL CITY  
 computed on the full value of the interest in property conveyed, or as  
 computed on the full value less the value of liens or encumbrances remaining at time of sale, and  
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
GREGORY E. MAIZE, A SINGLE MAN

hereby GRANT(S) to  
MARTIN HERNANDEZ and MARIA HERNANDEZ, HUSBAND AND WIFE, AS JOINT TENANTS

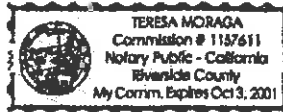
the following described real property in the City of CATHEDRAL CITY  
County of RIVERSIDE, State of California:  
LOT 3 OF CATHEDRAL CITY HIGHLANDS UNIT NO. 2, IN THE CITY OF CATHEDRAL CITY,  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 25,  
PAGES 76 AND 77, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Dated April 16, 1999

STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE  
On APRIL 16, 1999 before me,  
TERESA MORAGA  
a Notary Public in and for said County and State, personally appeared  
GREGORY E. MAIZE

*Gregory E. Maize*  
GREGORY E. MAIZE

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

*Teresa Moraga*  
Signature of Notary  
Date My Commission Expires 10/03/2001

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

Name Street Address City, State & Zip

GD7 05 30 9706

NON-ORDER

6 30 99

SECURITY UNION TITLE INS. CO.  
RECORDER/ASSASSINATED DIVISION  
9514 Riverside Boulevard, Suite 200  
Santa Fe Springs, CA 90670

RIVERSIDE

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX  
DEFAULTED PROPERTY

**TAX DEED TO PURCHASER OF TAX-DEFAULTED PROPERTY**

IQBAL AHMED, TR AND MEHNAZ AHMED, TR AND AHMED FAMILY TRUST DATED MARCH 24, 2010  
 P.O. BOX 8181  
 LAVERNE, CA 91750

DOC # 2012-0219478  
 05/11/2012 04:13P Fee:15.00  
 Page 1 of 1 Doc T Tax Paid  
 Recorded in Official Records  
 County of Riverside  
 Larry W. Ward  
 Assessor, County Clerk & Recorder



| S      | R | U | PAGE | SIZE | DA   | MISC | LONG | RFD  | COPY |
|--------|---|---|------|------|------|------|------|------|------|
| M      | A | L | 465  | 426  | PCOR | NCOR | SMF  | NCHG | EXAM |
| NO SMF |   |   |      |      |      | T:   | CTY  | UNI  | 026  |

TRA 019-003

Doc. Trans. Tax - computed on full value of property conveyed \$ 100.10

Don Kent, Tax Collector

*Don Kent*  
 Signature of Declarant

15



**TAX DEED TO PURCHASER OF TAX-DEFAULTED PROPERTY**

On which the legally levied taxes were a lien for Fiscal Year 2005-2006  
 and for nonpayment were duly declared to be in default 2006-687254003-0000

Default Number

This deed, between the Tax Collector of RIVERSIDE County ("SELLER") and IQBAL AHMED, TR AND MEHNAZ AHMED, TR AND AHMED FAMILY TRUST DATED MARCH 24, 2010

("PURCHASER") conveys to the PURCHASER free of all encumbrances of any kind existing before the sale, except those referred to in §3712 of the Revenue and Taxation Code, to the real property described herein which the SELLER sold to the PURCHASER at a public auction held on MARCH 20, 2012 pursuant to a statutory power of sale in accordance with the provisions of Division 1, Part 6, Chapter 7, Revenue and Taxation Code, for the sum of \$91,000.00  
NO TAXING AGENCY objected to the sale.

In accordance with law, the SELLER, hereby grants to the PURCHASER that real property situated in said county, State of California, last assessed to HERNANDEZ, MARTIN & MARIA, described as follows:

687254003-7  
 Assessor's Parcel Number

IN THE CITY OF CATHEDRAL CITY

LOT 3 OF CATHEDRAL CITY HIGHLANDS NO.2, IN THE CITY OF CATHEDRAL CITY, AS SHOWN BY MAP ON FILE IN BOOK 25, PAGES 76 AND 77 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

State of California Executed on  
 County of Riverside MARCH 20, 2012 By Don Kent  
 Tax Collector

On May 1, 2012, before me, Larry W. Ward, Assessor, Clerk-Recorder, personally appeared Don Kent, Treasurer and Tax Collector for Riverside County, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.  
 Larry W. Ward, Assessor, Clerk Recorder

By: AO Taylor Seal  
 Deputy





LETTER IN RESPONSE TO SUPPORTING  
DOCUMENTATION REQUESTED FOR CLAIM

February 18, 2013

Martin and Maria Hernandez  
 68555 H Street  
 Cathedral City CA 92234

County Administrative Center – 4<sup>th</sup> Floor  
 4080 Lemon Street P.O. Box 12005  
 Riverside, CA 92502-2205

Assessment No.: 6872540203-7 Item: 1068

Don Kent,

This is in response to claim filed regarding Excess Proceeds From Sale of Tax Defaulted Property. The following information below satisfies supporting documentation to support our claim filed.

- 1) Recorded deed of trust setting forth the original amount of the lien.
- 2) Mortgage account pay history providing total amount of payments received reducing the original amount of lien and the amount still due.

See the table below for a quick snap shot of my account status.

| Mortgage Account Number | Open Date  | Original Balance | Total Payment Made | Balance due as of date of sale of tax default | Date Sold  |
|-------------------------|------------|------------------|--------------------|---|------------|
| 21170900642341          | 06/28/2005 | \$271,006.46     | \$23,929.360       | \$247,077.16                                  | 03/20/2012 |

Please contact me if you have any questions and or Vanessa Sanchez at 760-699-2713.

Thank you,

Martin and Maria Hernandez

## MORTGAGE PAYMENT HISTORY

BENEFICIAL  
PO BOX 3425  
BUFFALO, NY 14240-9733

Assessment No. 6872540203-7 Item: 1068



MARTIN HERNANDEZ AND MARIA GUERRERO  
68555 H ST  
CATHEDRALCITY CA 92234

Jan 14, 2013

Account Number: 21170900642341

Dear Customer:

Thank you for your recent inquiry on the above referenced account.

We have received your request for a history of your account. The enclosed statement lists payments made on your account along with any additional activity your account may have incurred. If your records show you have made additional payments that are not listed on the statements, we will be happy to review this situation further. To expedite the process, please send a copy of the front and back of each payment check not listed to: BENEFICIAL PO BOX 3425, BUFFALO, NY 14240-9733 You can be confident we will work with you to resolve this situation as quickly as possible. If you have questions, please contact us at 1-800-365-0175 during normal business hours.

If we may be of further assistance, please contact us at 1-800-365-0175

Sincerely,

Customer Service  
Letter# 113

21170900642341

BUS UNIT BENEFICIAL

MARTIN R HERNANDEZ  
MARIA E GUERRERO

|               |                     |                            |                  |               |          |               |
|---------------|---------------------|----------------------------|------------------|---------------|----------|---------------|
| FUND DATE     | DATE 1ST PMT        | DATE FINAL PMT             | APR              | CONT RATE     | EFF DATE | COV           |
| 06 28 05      | 07 28 05            | 06 28 35                   | 6.352            | 7.930         |          |               |
| TOTAL OF PMTS | AMT FINANCED        | PRINCIPAL                  | PROC AFTER INS   | TRIAD SCEN ID |          |               |
| 579744.36     | 269998.38           | 271006.46                  | 269998.38        | 000           |          |               |
| TTL FIN CHG   | SCHED INT DISC/LOAN | FEES MAINT FEES PPP        | ORIG FEES        | BUS CLS DT    |          |               |
| 309745.98     | 308737.90           | 1008.08                    | Y 873.08         | 06 28 05      |          |               |
| LIFE INS CHG  | LIFE EXP DT DISAB   | INS CHG DISAB EXP DT UNEMP | CHG UNEMP EXP DT |               |          |               |
| NONE          | NONE                | NONE                       | NONE             |               |          |               |
| LIFE COV      | FORECL INS PREM     | PROP INS PREM              | PROP COV         | PROP EXP DT   |          |               |
| NONE          | NONE                | NONE                       | NONE             |               |          |               |
| RELI PREM     | RELI COV            | RELI EXP                   | NON-FILE         | LPHI ANN      | LPHI EXP | LPHI PREM TYP |
| NONE          | NONE                | NONE                       | CANC             |               |          | NONE          |
| 1ST PAYMT     | STD PYMT            | BALLOON PMT                | UNIT CHARGE      | MOS CONT      | FORM CDE |               |
| 1975.35       | 2050.20             | R                          |                  | 360           | 21-195-0 |               |

| PAYMENT           | INT/CH            | PRINC           | BALANCE        | BY DATE   | THRU/COMMENTS   | V | S  | WP |
|-------------------|-------------------|-----------------|----------------|-----------|-----------------|---|----|----|
| 247077.16         | 4BA 042712 TX     |                 |                |           |                 |   |    |    |
| 2200.00           | 334.18            | 1617.49         | 247077.16      | 6m 030612 | 7-504:652.28d1  | Y | BB |    |
| DBL DT /3/7,      | DEF INT 25349.85, | DFT COL 89.57,  | DFT SH 89.57,  | NSF       |                 |   |    |    |
| 285.00,           | PRD COL 248.33    |                 |                |           |                 |   |    |    |
| 2298.54           | 1385.34           | 664.87          | 248694.65      | 6m 022912 | 6-504:712.51d1  | Y | BB |    |
| DEF INT 25349.85, | DFT COL 11.88,    | DFT SH 89.57,   | NSF 285.00,    |           |                 |   |    |    |
| PRD COL 248.33    |                   |                 |                |           |                 |   |    |    |
| 2298.54           | 1801.88           |                 | 249359.52      | 6m 013112 | >5-504:871.28   | Y | BB |    |
| DEF INT 25349.85, | DFT COL .01,      | DFT SH 11.88,   | NSF 285.00,    |           |                 |   |    |    |
| PRD COL 496.66    |                   |                 |                |           |                 |   |    |    |
| 2298.54           | 1801.88           |                 | 249359.52      | 6m 100211 | 5-504:871.28    | V | Y  | BB |
| DBL DT /10/3,     | DEF INT 19414.54, | DFT COL .01,    | DFT SH 11.88,  | NSF       |                 |   |    |    |
| 270.00,           | PRD COL 496.66    |                 |                |           |                 |   |    |    |
| 2050.21           | 1801.88           |                 | 249359.52      | 6m 070611 | >4-504:871.29d1 | Y | BB |    |
| DEF INT 16899.83, | DFT SH 11.89,     | NSF 270.00,     | PRD COL 248.33 |           |                 |   |    |    |
| 2050.21           | 1520.61           | 281.27          | 249078.25      | 6m 060611 | 4-504:871.29d1  | V | BB |    |
| DEF INT 15709.53, | DFT SH 11.89,     | NSF 255.00,     | PRD COL 248.33 |           |                 |   |    |    |
| 2050.21           | 1473.50           | 328.37          | 249359.52      | 6m 050611 | 3-753:611.08    | Y | BB |    |
| DEF INT 15709.53, | NSF 255.00,       | PRD COL 248.34  |                |           |                 |   |    |    |
| 2050.21           | 1475.43           | 326.44          | 249687.89      | 6m 040611 | 2-753:611.08    | Y | BB |    |
| DEF INT 15709.53, | NSF 255.00,       | PRD COL 248.34  |                |           |                 |   |    |    |
| 2050.21           | 1379.39           | 422.48          | 250014.33      | 6m 030711 | 1-753:611.08    | Y | BB |    |
| DEF INT 15709.53, | NSF 255.00,       | PRD COL 248.34  |                |           |                 |   |    |    |
| 4100.42           | 612.93            | 2990.82         | 250436.81      | 6m 020711 | 12-753:611.07   | Y | BB |    |
| DEF INT 15709.53, | DFT COL 114.41,   | NSF 255.00,     | PRD COL 496.67 |           |                 |   |    |    |
| 4100.42           | 3143.27           | 957.15          | 253427.63      | 6m 012811 | 10-1249d2       | Y | BB |    |
| DEF INT 15709.53, | DFT COL 140.83,   | NSF 255.00      |                |           |                 |   |    |    |
| 4100.42           | 4100.42           |                 | 254384.78      | 6m 112910 | 7-16:75.69d2    | Y | BB |    |
| DBL DT /12/1,     | DEF INT 15709.53, | DFT COL 151.38, | NSF 255.00     |           |                 |   |    |    |
| 1200.00           | 1200.00           |                 | 254384.78      | 6m 081710 | >5*937:75.69d1  |   |    | BB |
| DBL DT /8/18,     | DEF INT 14454.35, | DFT COL 75.69,  | NSF 255.00,    |           |                 |   |    |    |
| RTCHG 256.13      | 5/17              |                 |                |           |                 |   |    |    |
| 1801.87           | 1801.87           |                 | 254384.78      | 6m 072010 | >5-227:183.94d1 | V | BB |    |
| DEF INT 12451.34, | DFT COL 75.69,    | NSF 240.00,     | RT CHG 256.13  | 5/17      |                 |   |    |    |
| 1513.88           | 1513.88           |                 | 254384.78      | 1m 070610 | >5-373:249.91   | V | BS |    |
| DBL DT /7/10,     | DEF INT 11963.07, | NSF 225.00,     | RT CHG 256.13  | 5/17      |                 |   |    |    |
| 1513.88           | 400.32            | 1113.56         | 253271.22      | 6m 070610 | 6-1225          | V | BB |    |
| DEF INT 12164.97, | NSF 210.00        |                 |                |           |                 |   |    |    |
| 911.66            | 911.66            |                 | 254384.78      | 6m 062810 | >5-1225         | V | Y  | BB |

21170900642341

DEF INT 12164.97, NSF 210.00, RT CHG 256.13 5/17  
 1513.00 1482.75 30.25 254354.53 6m 060910 5\*624:75.69d1 V BB  
 DEF INT 10718.79, DFT COL 75.69, NSF 195.00, RT CHG 256.13 5/17  
 1Z 051710 OLD 1513.88 NEW 1801.8 Y  
 7  
 1h: 051710 g7.180\*8 Y  
 1513.88 1513.88 254384.78 6m 051010 4\*373:249.91d2 BB  
 DEF INT 10718.79, DFT COL 81.84, NSF 195.00  
 1513.88 1513.88 254384.78 6m 032610 3-373:168.07d1 Y BB  
 DEF INT 10504.30, DFT COL 6.15, NSF 195.00  
 1513.88 1513.88 254384.78 6m 020110 2-373:161.92 Y BB  
 DEF INT 10072.78, NSF 195.00  
 1139.27 732.96 406.31 254384.78 6m 121009 1\*373:161.92 Y BB  
 DEF INT 9647.41, NSF 195.00  
 5!\$ 120809 !FR03/4144.76 R03/ Y  
 42900.82  
 1513.88 1260.36 253.52 254791.09 6m 112009 >10\*1116:161.92 BB  
 DEF INT 9647.41, DFT COL 138.80, NSF 195.00, RT CHG 351.19 10/30  
 1875.57 893.52 982.05 254062.56 6m 111009 10\*916d2 V BB  
 DEF INT 9647.41, DFT COL 138.80, NSF 180.00, RT CHG 351.19 10/30  
 1Z 103009 OLD 1801.87 NEW 1513.8 Y  
 8  
 1h: 103009 g5.250\*8 Y  
 1801.87 1681.33 120.54 255044.61 6m 102309 >9-1328:23.12d1 BB  
 DEF INT 9647.41, DFT COL 75.12, NSF 180.00  
 1801.87 978.61 823.26 254341.89 6m 100909 9-1328:23.12d1 V BB  
 DEF INT 9647.41, DFT COL 75.12, NSF 165.00  
 1801.87 1801.87 255165.15 1m 092109 >7\*73d2 BS  
 DBL DT /9/23, DEF INT 9647.41, DFT COL 97.60, NSF 165.00, RT CHG  
 664.13 8/18  
 1801.87 627.26 1174.61 253990.54 6m 092109 8\*190d1 V BB  
 DEF INT 9436.10, DFT COL 75.12, NSF 150.00  
 1461.05 1461.05 255165.15 6m 091009 >7\*339:75.12d2 V Y BB  
 DEF INT 9436.10, DFT COL 97.60, NSF 150.00, RT CHG 664.13 8/18  
 1Z 081809 OLD 1461.05 NEW 1801.8 Y  
 7  
 1h: 081809 g7.180\*8 Y  
 1600.00 480.03 1119.97 254045.18 6m 081009 7\*326d2 V BB  
 DEF INT 8980.95, DFT COL 95.53, NSF 135.00  
 1661.05 1661.05 255165.15 6m 073009 >6-370d1 Y BB  
 DEF INT 8980.95, DFT COL 30.93, NSF 135.00  
 1661.05 1661.05 255165.15 6m 071309 6\*443d2 V BB  
 DEF INT 8459.78, DFT COL 103.98, NSF 120.00  
 1465.00 1008.15 456.85 255165.15 6m 052709 5-539d1 Y BB  
 DEF INT 8374.01, DFT COL 27.68, NSF 120.00  
 1902.32 1902.32 255622.00 6m 042909 >4-474d1 Y BB  
 DEF INT 8374.01, DFT COL 45.41, NSF 120.00, RT CHG 1902.32 4/28  
 1502.32 1502.32 255622.00 6m 041309 4-854:46.69d1 V BB  
 DEF INT 8188.76, DFT COL 46.69, NSF 105.00  
 1502.32 1156.63 345.69 255622.00 6m 030209 3-854 Y BB  
 DEF INT 8100.15, NSF 105.00, RT CHG 52.11 1/31  
 1Z 013109 OLD 1861.77 NEW 1502.3 Y  
 2  
 1h: 013109 g5.250\*8 Y  
 1861.77 1254.47 607.30 255967.69 6m 013009 2-1059 BB  
 DEF INT 8100.15, NSF 105.00, RT CHG 105.44 1/8  
 1Z 010809 OLD 1460.48 NEW 1861.7 Y  
 7  
 1h: 010809 g7.430\*8 Y  
 1461.41 950.86 510.55 256574.99 6m 010509 12- BB  
 DEF INT 8100.15, NSF 105.00  
 1445.42 1445.42 257085.54 6m 120908 11-0d1 Y BB  
 DEF INT 8100.15, DFT COL .93, NSF 105.00

21170900642341

|                |                  |                   |                |                |        |                  |   |      |
|----------------|------------------|-------------------|----------------|----------------|--------|------------------|---|------|
| 1460.48        | 706.41           | 754.07            | 257085.54      | 6m             | 102208 | 11-1402:43.17    | Y | BB   |
| DEF INT        | 7854.21,         | NSF 105.00        |                |                |        |                  |   |      |
| 1476.47        | 849.75           | 626.72            | 257839.61      | 6m             | 100208 | 10-1402:43.17    | Y | BB   |
| DEF INT        | 7854.21,         | NSF 105.00        |                |                |        |                  |   |      |
| 1476.47        | 1347.04          | 129.43            | 258466.33      | 6m             | 090808 | >9-1402:59.16d1  | Y | BB   |
| DEF INT        | 7854.21,         | DFT COL .93,      | NSF 105.00     |                |        |                  |   |      |
| 1476.47        | 1027.30          | 449.17            | 258146.59      | 6m             | 083008 | 9-1402:58.23     | V | BB   |
| DEF INT        | 7854.21,         | NSF 90.00         |                |                |        |                  |   |      |
| 1460.48        | 1099.68          | 360.80            | 258595.76      | 6m             | 080108 | 8-1402:74.22     | Y | BB   |
| DEF INT        | 7854.21,         | NSF 90.00         |                |                |        |                  |   |      |
| 1460.48        | 1460.48          |                   | 258956.56      | 4m             | 070108 | >7-1402:74.22    | Y | BT   |
| DBL DT /7/3,   | DEF INT 7854.21, | NSF 90.00,        | RT CHG 369.00  |                |        | 5/23             |   |      |
| 1Z             | 070308           | OLD 1861.77       | NEW 1460.4     | Y              |        |                  |   |      |
| 8              |                  |                   |                |                |        |                  |   |      |
| 1h:            | 070308           | g5.000*8/5/23/08  |                | Y              |        |                  |   |      |
| 1460.48        | 1460.48          |                   | 258956.56      | 6m             | 070108 | 6-401            | V | BB   |
| DEF INT        | 8526.57,         | NSF 90.00         |                |                |        |                  |   |      |
| 5!\$           | 052308           | !FR02/3821.59     |                | R02/           | Y      |                  |   |      |
| 38210.59       |                  |                   |                |                |        |                  |   |      |
| 1460.48        | 1024.66          | 435.82            | 258956.56      | 6m             | 051608 | 3*23:74.22d1     |   | BB   |
| DEF INT        | 7562.22,         | DFT COL 74.22,    | NSF 90.00      |                |        |                  |   |      |
| 800.00         | 800.00           |                   | 259392.38      | 1c             | 042808 | 3-1484           | Y | SS   |
| DEF INT        | 7562.22,         | NSF 90.00         |                |                |        |                  |   |      |
| 1870.00        | 1362.82          | 507.18            | 259392.38      | 1c             | 031808 | 2*159:262.81d1   | Y | SS   |
| DEF INT        | 6197.32,         | DFT COL 93.09,    | NSF 90.00      |                |        |                  |   |      |
| 1870.00        | 677.72           | 1192.28           | 259899.56      | 1c             | 022208 | 1*159:177.95d1   | Y | SS   |
| DEF INT        | 6197.32,         | DFT COL 93.09,    | NSF 90.00      |                |        |                  |   |      |
| 1000.00        |                  | 1000.00           | 261091.84      | 1c             | 021108 | 12*159:93.09     | Y | SS   |
| DEF INT        | 6197.32,         | NSF 90.00         |                |                |        |                  |   |      |
| 900.00         | 900.00           |                   | 262091.84      | 1c             | 021108 | 12*1159:93.09d1  | Y | SS   |
| DEF INT        | 6197.32,         | DFT COL 93.09,    | NSF 90.00      |                |        |                  |   |      |
| 800.00         | 800.00           |                   | 262091.84      | 1c             | 012808 | 11*104:93.09     | Y | SS   |
| INT SH         | 213.69,          | DEF INT 6043.61,  | NSF 90.00      |                |        |                  |   |      |
| 1200.00        | 1200.00          |                   | 262091.84      | 1c             | 010908 | 11*904:93.09d2   | Y | SS   |
| DEF INT        | 6043.61,         | DFT COL 96.18,    | NSF 90.00      |                |        |                  |   |      |
| 6PA            | 121507           | PURCH FROM 211761 |                | Y              |        |                  |   |      |
| 1800.00        | 1800.00          |                   | 262091.84      | 1c             | 113007 | >10-61:178.24    |   |      |
| DBL DT /12/12, | INT SH 280.72,   | DEF INT 4732.64,  | NSF 90.00      |                |        |                  |   |      |
| 1800.00        | 106.70           | 1693.30           | 260398.54      | 1c             | 113007 | 11-61:178.24     | V | SS   |
| DEF INT        | 4844.89,         | NSF 75.00         |                |                |        |                  |   |      |
| 1861.77        | 1861.77          |                   | 262091.84      | 6m             | 112807 | >10- :178.24     | V | Y BB |
| DEF INT        | 4844.89,         | NSF 75.00         | EZ+,           |                |        |                  |   |      |
| 1861.77        | 320.11           | 1541.66           | 260550.18      | 6m             | 102807 | 10- :178.24      | V | BB   |
| DBL DT /10/29, | DEF INT 4732.64, | NSF 60.00         | EZ+,           |                |        |                  |   |      |
| 101.00         | 101.00           |                   | 262091.84      | 1c             | 102207 | 9- :178.24       | Y | SS   |
| DEF INT        | 4732.64,         | NSF 60.00         |                |                |        |                  |   |      |
| 1760.00        | 1534.76          | 225.24            | 262091.84      | 1c             | 101507 | 9*100:178.83d1   | Y | SS   |
| DEF INT        | 4460.18,         | DFT COL 93.02,    | NSF 60.00      |                |        |                  |   |      |
| 2053.63        | 1271.27          | 782.36            | 262317.08      | 1c             | 091807 | 9-1860:85.81d1   | Y | SS   |
| DEF INT        | 4460.18,         | DFT COL 93.02,    | NSF 60.00      |                |        |                  |   |      |
| 3725.00        | 3725.00          |                   | 263099.44      | 1c             | 082707 | >8-1860:184.65d2 | Y | SS   |
| DEF INT        | 4460.18,         | DFT COL 186.11,   | NSF 60.00,     | RT CHG 1716.13 | 6/28   |                  |   |      |
| 1861.77        | 1861.77          |                   | 263099.44      | 6m             | 072807 | >7-1860          | V | BB   |
| DBL DT /7/30,  | DEF INT 4530.59, | NSF 45.00,        | RT CHG 1716.13 | 6/28           | EZ+    |                  |   |      |
| 1917.88        | 1716.13          | 201.75            | 262897.69      | 6m             | 062807 | 7-1860           | V | BB   |
| DEF INT        | 3069.52,         | NSF 30.00         | EZ+,           |                |        |                  |   |      |
| 1917.88        | 1662.38          | 255.50            | 263099.44      | 1m             | 052807 | >6-1860          | Y | BT   |
| DBL DT /6/18,  | DEF INT 3069.52, | NSF 30.00         |                |                |        |                  |   |      |
| 1917.88        | 1662.38          | 198.03            | 263156.91      | 6m             | 052807 | 5-               | V | BB   |
| DBL DT /5/29,  | DEF INT 3069.52, | NSF 30.00,        | PRD COL 57.47  | EZ+,           |        |                  |   |      |
| 1917.88        | 1719.09          | 198.79            | 263354.94      | 6m             | 042807 | 5-1860           | Y | BB   |
| DBL DT /4/30,  | DEF INT 3069.52, | NSF 30.00         | EZ+,           |                |        |                  |   |      |
| 1917.88        | 1554.87          | 363.01            | 263553.73      | 6m             | 032807 | 4-1860           | Y | BB   |

21170900642341

|   |         |           |    |        |          |  |  |   |      |
|---|---------|-----------|----|--------|----------|--|--|---|------|
| DEF INT 3069.52, NSF 30.00 EZ+,                                   |         |           |    |        |          |  |  |   |      |
| 1917.88 1722.73   | 195.15  | 263916.74 | 6m | 022807 | 3-1860   |  |  |   | Y BB |
| DEF INT 3069.52, NSF 30.00 EZ+,                                   |         |           |    |        |          |  |  |   |      |
| 1917.88 1724.00   | 193.88  | 264111.89 | 6m | 012807 | 2-1860   |  |  |   | Y BB |
| DBL DT /1/29, DEF INT 3069.52, NSF 30.00 EZ+,                     |         |           |    |        |          |  |  |   |      |
| 1917.88 1669.95   | 247.93  | 264305.77 | 6m | 122806 | 1-1860   |  |  |   | Y BB |
| DEF INT 3069.52, NSF 30.00 EZ+,                                   |         |           |    |        |          |  |  |   |      |
| 1917.88 1394.38   | 523.50  | 264553.70 | 6m | 112806 | 12-1860  |  |  |   | Y BB |
| DEF INT 3069.52, NSF 30.00 EZ+,                                   |         |           |    |        |          |  |  |   |      |
| 1917.88 336.65  | 1581.23 | 265077.20 | 1c | 110306 | 11-1860  |  |  |   | Y SS |
| DEF INT 3069.52, NSF 30.00  |         |           |    |        |          |  |  |   |      |
| 1917.88 1917.88   |         | 266658.43 | 6m | 102806 | >10-1860 |  |  |   | Y BB |
| DBL DT /10/30, DEF INT 3069.52, NSF 30.00 EZ+,                    |         |           |    |        |          |  |  |   |      |
| 1917.88 1739.34   | 178.54  | 266479.89 | 6m | 092806 | 10-1860  |  |  | V | BB   |
| DEF INT 1564.82, NSF 15.00 EZ+,                                   |         |           |    |        |          |  |  |   |      |
| 1917.88 1740.50   | 177.38  | 266658.43 | 6m | 082806 | 9-1860   |  |  |   | Y BB |
| DEF INT 1564.82, NSF 15.00 EZ+,                                   |         |           |    |        |          |  |  |   |      |
| 1975.35 1686.18   | 289.17  | 266835.81 | 6m | 072806 | 8-1860   |  |  |   | Y BB |
| 205-PMT COMPLETED FOR 211709 00 642341 P 211709 00 642341 MJP 000 |         |           |    |        |          |  |  |   |      |
| DEF INT 1564.82, NSF 15.00, RT CHG .00 6/28 EZ+,                  |         |           |    |        |          |  |  |   |      |
| 1975.35 1975.35   |         | 267124.98 | 6m | 062806 | 6-       |  |  |   | Y BB |
| DEF INT 1564.82, NSF 15.00 EZ+,                                   |         |           |    |        |          |  |  |   |      |
| 1975.35 58.45   | 1916.90 | 267124.98 | 6m | 042806 | 5-       |  |  |   | Y BB |
| NSF 15.00 EZ+,  |         |           |    |        |          |  |  |   |      |
| 4049.47 3495.97   | 553.50  | 269041.88 | 1c | 042706 | >4- d1   |  |  |   | Y SS |
| DFT COL 98.77, NSF 15.00  |         |           |    |        |          |  |  |   |      |
| 1975.35 1640.03   | 335.32  | 269260.06 | 6m | 032806 | 3- EZ+,  |  |  | V | Y BB |
| 1975.35 1816.81   | 158.54  | 269595.38 | 6m | 022806 | 2- EZ+,  |  |  |   | Y BB |
| 1975.35 1817.87   | 157.48  | 269753.92 | 6m | 012806 | 1-       |  |  |   | Y BB |
| DBL DT /1/30 EZ+,   |         |           |    |        |          |  |  |   |      |
| 1975.35 1760.63   | 214.72  | 269911.40 | 6m | 122805 | 12- EZ+, |  |  |   | Y BB |
| 1975.35 1820.36   | 154.99  | 270126.12 | 6m | 112805 | 11- EZ+, |  |  |   | Y BB |
| 1975.35 1763.02   | 212.33  | 270281.11 | 6m | 102805 | 10- EZ+, |  |  |   | Y BB |
| 1975.35 1822.82   | 152.53  | 270493.44 | 6m | 092805 | 9- EZ+,  |  |  |   | Y BB |
| 1975.35 1823.84   | 151.51  | 270645.97 | 6m | 082805 | 8-       |  |  |   | Y BB |
| DBL DT /8/29 EZ+,   |         |           |    |        |          |  |  |   |      |
| 1975.35 1766.37   | 208.98  | 270797.48 | 1c | 072805 | 7-       |  |  |   | Y    |
| DBL DT /8/9   |         |           |    |        |          |  |  |   |      |



**MORTGAGE PAYMENT HISTORY**  
**DUPLICATE WITH NOTES**

21170900642341

BUS UNIT BENEFICIAL

MARTIN R HERNANDEZ  
MARIA E GUERRERO

|               |                 |                |                |             |              |            |
|---------------|-----------------|----------------|----------------|-------------|--------------|------------|
| FUND DATE     | DATE 1ST PMT    | DATE FINAL PMT | APR            | CONT RATE   | EFF DATE     | COV        |
| 06 28 05      | 07 28 05        | 06 28 35       | 6.352          | 7.930       |              |            |
| TOTAL OF PMTS | AMT FINANCED    | PRINCIPAL      | PROC AFTER INS | TRIAD       | SCEN         | ID         |
| 579744.36     | 269998.38       | 271006.46      | 269998.38      |             | 000          |            |
| TTL FIN CHG   | SCHED INT       | DISC/LOAN FEES | MAINT FEES     | PPP         | ORIG FEES    | BUS CLS DT |
| 309745.98     | 308737.90       | 1008.08        |                | Y           | 873.08       | 06 28 05   |
| LIFE INS CHG  | LIFE EXP DT     | DISAB INS CHG  | DISAB EXP DT   | UNEMP CHG   | UNEMP EXP DT |            |
| NONE          |                 | NONE           |                | NONE        |              |            |
| LIFE COV      | FORECL INS PREM | PROP INS PREM  | PROP COV       | PROP EXP DT |              |            |
| NONE          | NONE            | NONE           | NONE           |             |              |            |
| RELI PREM     | RELI COV        | RELI EXP       | NON-FILE       | LPHI ANN    | LPHI EXP     | LPHI       |
| NONE          | NONE            |                | NONE           | CANC        |              |            |
| 1ST PAYMT     | STD PYMT        | BALLOON PMT    | UNIT CHARGE    | MOS CONT    | FORM CDE     |            |
| 1975.35       | 2050.20         | R              |                | 360         | 21-195-0     |            |

| PAYMENT   | INT/CH   | PRINC   | BALANCE   | BY DATE   | THRU/COMMENTS   | V | S  | WP |  |
|-----------|--|---------|-----------|-----------|-----------------|---|----|----|--|
| 247077.16 | 4BA 042712 TX  |         |           |           |                 |   |    |    |  |
| ✓ 2200.00 | 334.18   | 1617.49 | 247077.16 | 6m 030612 | 7-504:652.28d1  | Y | BB |    |  |
|           | DBL DT /3/7, DEF INT 25349.85, DFT COL 89.57, DFT SH 89.57, NSF 285.00, PRD COL 248.33 |         |           |           |                 |   |    |    |  |
| ✓ 2298.54 | 1385.34  | 664.87  | 248694.65 | 6m 022912 | 6-504:712.51d1  | Y | BB |    |  |
|           | DEF INT 25349.85, DFT COL 11.88, DFT SH 89.57, NSF 285.00, PRD COL 248.33              |         |           |           |                 |   |    |    |  |
| ✓ 2298.54 | 1801.88  |         | 249359.52 | 6m 013112 | >5-504:871.28   | Y | BB |    |  |
|           | DEF INT 25349.85, DFT COL .01, DFT SH 11.88, NSF 285.00, PRD COL 496.66                |         |           |           |                 |   |    |    |  |
| ✓ 2298.54 | 1801.88  |         | 249359.52 | 6m 100211 | 5-504:871.28    | V | Y  | BB |  |
|           | DBL DT /10/3, DEF INT 19414.54, DFT COL .01, DFT SH 11.88, NSF 270.00, PRD COL 496.66  |         |           |           |                 |   |    |    |  |
| ✓ 2050.21 | 1801.88  |         | 249359.52 | 6m 070611 | >4-504:871.29d1 | Y | BB |    |  |
|           | DEF INT 16899.83, DFT SH 11.89, NSF 270.00, PRD COL 248.33                             |         |           |           |                 |   |    |    |  |
| ✓ 2050.21 | 1520.61  | 281.27  | 249078.25 | 6m 060611 | 4-504:871.29d1  | V | BB |    |  |
|           | DEF INT 15709.53, DFT SH 11.89, NSF 255.00, PRD COL 248.33                             |         |           |           |                 |   |    |    |  |
| ✓ 2050.21 | 1473.50  | 328.37  | 249359.52 | 6m 050611 | 3-753:611.08    | Y | BB |    |  |
|           | DEF INT 15709.53, NSF 255.00, PRD COL 248.34   |         |           |           |                 |   |    |    |  |
| ✓ 2050.21 | 1475.43  | 326.44  | 249687.89 | 6m 040611 | 2-753:611.08    | Y | BB |    |  |
|           | DEF INT 15709.53, NSF 255.00, PRD COL 248.34   |         |           |           |                 |   |    |    |  |
| ✓ 2050.21 | 1379.39  | 422.48  | 250014.33 | 6m 030711 | 1-753:611.08    | Y | BB |    |  |
|           | DEF INT 15709.53, NSF 255.00, PRD COL 248.34   |         |           |           |                 |   |    |    |  |
| ✓ 4100.42 | 612.93   | 2990.82 | 250436.81 | 6m 020711 | 12-753:611.07   | Y | BB |    |  |
|           | DEF INT 15709.53, DFT COL 114.41, NSF 255.00, PRD COL 496.67                           |         |           |           |                 |   |    |    |  |
| ✓ 4100.42 | 3143.27  | 957.15  | 253427.63 | 6m 012811 | 10-1249d2       | Y | BB |    |  |
|           | DEF INT 15709.53, DFT COL 140.83, NSF 255.00   |         |           |           |                 |   |    |    |  |
| ✓ 4100.42 | 4100.42  |         | 254384.78 | 6m 112910 | 7-16:75.69d2    | Y | BB |    |  |
|           | DBL DT /12/1, DEF INT 15709.53, DFT COL 151.38, NSF 255.00                             |         |           |           |                 |   |    |    |  |
| ✓ 1200.00 | 1200.00  |         | 254384.78 | 6m 081710 | >5*937:75.69d1  |   | BB |    |  |
|           | DBL DT /8/18, DEF INT 14454.35, DFT COL 75.69, NSF 255.00, RTCHG 256.13 5/17           |         |           |           |                 |   |    |    |  |
| ✓ 1801.87 | 1801.87  |         | 254384.78 | 6m 072010 | >5-227:183.94d1 | V | BB |    |  |
|           | DEF INT 12451.34, DFT COL 75.69, NSF 240.00, RT CHG 256.13 5/17                        |         |           |           |                 |   |    |    |  |
| ✓ 1513.88 | 1513.88  |         | 254384.78 | 1m 070610 | >5-373:249.91   | V | BS |    |  |
|           | DBL DT /7/10, DEF INT 11963.07, NSF 225.00, RT CHG 256.13 5/17                         |         |           |           |                 |   |    |    |  |
| ✓ 1513.88 | 400.32   | 1113.56 | 253271.22 | 6m 070610 | 6-1225          | V | BB |    |  |
|           | DEF INT 12164.97, NSF 210.00   |         |           |           |                 |   |    |    |  |
| ✓ 911.66  | 911.66   |         | 254384.78 | 6m 062810 | >5-1225         | V | Y  | BB |  |

17 payments

21170900642341

✓ DEF INT 12164.97, NSF 210.00, RT CHG 256.13 5/17  
 ✓ 1513.00 1482.75 30.25 254354.53 6m 060910 5\*624:75.69d1 V BB  
 DEF INT 10718.79, DFT COL 75.69, NSF 195.00, RT CHG 256.13 5/17  
 1Z 051710 OLD 1513.88 NEW 1801.8 Y  
 7  
 1h: 051710 g7.180\*8 Y  
 ✓ 1513.88 1513.88 254384.78 6m 051010 4\*373:249.91d2 BB  
 DEF INT 10718.79, DFT COL 81.84, NSF 195.00  
 ✓ 1513.88 1513.88 254384.78 6m 032610 3-373:168.07d1 Y BB  
 DEF INT 10504.30, DFT COL 6.15, NSF 195.00  
 ✓ 1513.88 1513.88 254384.78 6m 020110 2-373:161.92 Y BB  
 DEF INT 10072.78, NSF 195.00  
 ✓ 1139.27 732.96 406.31 254384.78 6m 121009 1\*373:161.92 Y BB  
 DEF INT 9647.41, NSF 195.00  
 5!\$ 120809 !FR03/4144.76 R03/ Y  
 42900.82  
 ✓ 1513.88 1260.36 253.52 254791.09 6m 112009 >10\*1116:161.92 BB  
 DEF INT 9647.41, DFT COL 138.80, NSF 195.00, RT CHG 351.19 10/30  
 ✓ 1875.57 893.52 982.05 254062.56 6m 111009 10\*916d2 V BB  
 DEF INT 9647.41, DFT COL 138.80, NSF 180.00, RT CHG 351.19 10/30  
 1Z 103009 OLD 1801.87 NEW 1513.8 Y  
 8  
 1h: 103009 g5.250\*8 Y  
 ✓ 1801.87 1681.33 120.54 255044.61 6m 102309 >9-1328:23.12d1 BB  
 DEF INT 9647.41, DFT COL 75.12, NSF 180.00  
 ✓ 1801.87 978.61 823.26 254341.89 6m 100909 9-1328:23.12d1 V BB  
 DEF INT 9647.41, DFT COL 75.12, NSF 165.00  
 ✓ 1801.87 1801.87 255165.15 1m 092109 >7\*73d2 BS  
 DBL DT /9/23, DEF INT 9647.41, DFT COL 97.60, NSF 165.00, RT CHG  
 664.13 8/18  
 ✓ 1801.87 627.26 1174.61 253990.54 6m 092109 8\*190d1 V BB  
 DEF INT 9436.10, DFT COL 75.12, NSF 150.00  
 ✓ 1461.05 1461.05 255165.15 6m 091009 >7\*339:75.12d2 V Y BB  
 DEF INT 9436.10, DFT COL 97.60, NSF 150.00, RT CHG 664.13 8/18  
 1Z 081809 OLD 1461.05 NEW 1801.8 Y  
 7  
 1h: 081809 g7.180\*8 Y  
 ✓ 1600.00 480.03 1119.97 254045.18 6m 081009 7\*326d2 V BB  
 DEF INT 8980.95, DFT COL 95.53, NSF 135.00  
 ✓ 1661.05 1661.05 255165.15 6m 073009 >6-370d1 Y BB  
 DEF INT 8980.95, DFT COL 30.93, NSF 135.00  
 ✓ 1661.05 1661.05 255165.15 6m 071309 6\*443d2 V BB  
 DEF INT 8459.78, DFT COL 103.98, NSF 120.00  
 ✓ 1465.00 1008.15 456.85 255165.15 6m 052709 5-539d1 Y BB  
 DEF INT 8374.01, DFT COL 27.68, NSF 120.00  
 ✓ 1902.32 1902.32 255622.00 6m 042909 >4-474d1 Y BB  
 DEF INT 8374.01, DFT COL 45.41, NSF 120.00, RT CHG 1902.32 4/28  
 ✓ 1502.32 1502.32 255622.00 6m 041309 4-854:46.69d1 V BB  
 DEF INT 8188.76, DFT COL 46.69, NSF 105.00  
 ✓ 1502.32 1156.63 345.69 255622.00 6m 030209 3-854 Y BB  
 DEF INT 8100.15, NSF 105.00, RT CHG 52.11 1/31  
 1Z 013109 OLD 1861.77 NEW 1502.3 Y  
 2  
 1h: 013109 g5.250\*8 Y  
 ✓ 1861.77 1254.47 607.30 255967.69 6m 013009 2-1059 BB  
 DEF INT 8100.15, NSF 105.00, RT CHG 105.44 1/8  
 1Z 010809 OLD 1460.48 NEW 1861.7 Y  
 7  
 1h: 010809 g7.430\*8 Y  
 ✓ 1461.41 950.86 510.55 256574.99 6m 010509 12- BB  
 DEF INT 8100.15, NSF 105.00  
 ✓ 1445.42 1445.42 257085.54 6m 120908 11-0d1 Y BB  
 DEF INT 8100.15, DFT COL .93, NSF 105.00

22 payments

21170900642341

|   |          |          |         |           |         |          |                  |         |      |
|---|----------|----------|---------|-----------|---------|----------|------------------|---------|------|
| ✓ | 1460.48  | 706.41   | 754.07  | 257085.54 | 6m      | 102208   | 11-1402:43.17    | Y       | BB   |
|   | DEF INT  | 7854.21, | NSF     | 105.00    |         |          |                  |         |      |
| ✓ | 1476.47  | 849.75   | 626.72  | 257839.61 | 6m      | 100208   | 10-1402:43.17    | Y       | BB   |
|   | DEF INT  | 7854.21, | NSF     | 105.00    |         |          |                  |         |      |
| ✓ | 1476.47  | 1347.04  | 129.43  | 258466.33 | 6m      | 090808   | >9-1402:59.16d1  | Y       | BB   |
|   | DEF INT  | 7854.21, | DFT COL | .93,      | NSF     | 105.00   |                  |         |      |
| ✓ | 1476.47  | 1027.30  | 449.17  | 258146.59 | 6m      | 083008   | 9-1402:58.23     | V       | BB   |
|   | DEF INT  | 7854.21, | NSF     | 90.00     |         |          |                  |         |      |
| ✓ | 1460.48  | 1099.68  | 360.80  | 258595.76 | 6m      | 080108   | 8-1402:74.22     | Y       | BB   |
|   | DEF INT  | 7854.21, | NSF     | 90.00     |         |          |                  |         |      |
| ✓ | 1460.48  | 1460.48  |         | 258956.56 | 4m      | 070108   | >7-1402:74.22    | Y       | BT   |
|   | DBL DT   | /7/3,    | DEF INT | 7854.21,  | NSF     | 90.00,   | RT CHG           | 369.00  | 5/23 |
|   | LZ       | 070308   | OLD     | 1861.77   | NEW     | 1460.4   | Y                |         |      |
|   | 8        |          |         |           |         |          |                  |         |      |
|   | 1h:      | 070308   | g5.000* | 8/5/23/08 |         | Y        |                  |         |      |
| ✓ | 1460.48  | 1460.48  |         | 258956.56 | 6m      | 070108   | 6-401            | V       | BB   |
|   | DEF INT  | 8526.57, | NSF     | 90.00     |         |          |                  |         |      |
|   | 5!\$     | 052308   | !FR02/  | 3821.59   |         | R02/     | Y                |         |      |
|   | 38210.59 |          |         |           |         |          |                  |         |      |
| ✓ | 1460.48  | 1024.66  | 435.82  | 258956.56 | 6m      | 051608   | 3*23:74.22d1     |         | BB   |
|   | DEF INT  | 7562.22, | DFT COL | 74.22,    | NSF     | 90.00    |                  |         |      |
| ✓ | 800.00   | 800.00   |         | 259392.38 | 1c      | 042808   | 3-1484           | Y       | SS   |
|   | DEF INT  | 7562.22, | NSF     | 90.00     |         |          |                  |         |      |
| ✓ | 1870.00  | 1362.82  | 507.18  | 259392.38 | 1c      | 031808   | 2*159:262.81d1   | Y       | SS   |
|   | DEF INT  | 6197.32, | DFT COL | 93.09,    | NSF     | 90.00    |                  |         |      |
| ✓ | 1870.00  | 677.72   | 1192.28 | 259899.56 | 1c      | 022208   | 1*159:177.95d1   | Y       | SS   |
|   | DEF INT  | 6197.32, | DFT COL | 93.09,    | NSF     | 90.00    |                  |         |      |
| ✓ | 1000.00  |          | 1000.00 | 261091.84 | 1c      | 021108   | 12*159:93.09     | Y       | SS   |
|   | DEF INT  | 6197.32, | NSF     | 90.00     |         |          |                  |         |      |
| ✓ | 900.00   | 900.00   |         | 262091.84 | 1c      | 021108   | 12*1159:93.09d1  | Y       | SS   |
|   | DEF INT  | 6197.32, | DFT COL | 93.09,    | NSF     | 90.00    |                  |         |      |
| ✓ | 800.00   | 800.00   |         | 262091.84 | 1c      | 012808   | 11*104:93.09     | Y       | SS   |
|   | INT SH   | 213.69,  | DEF INT | 6043.61,  | NSF     | 90.00    |                  |         |      |
| ✓ | 1200.00  | 1200.00  |         | 262091.84 | 1c      | 010908   | 11*904:93.09d2   | Y       | SS   |
|   | DEF INT  | 6043.61, | DFT COL | 96.18,    | NSF     | 90.00    |                  |         |      |
|   | 6PA      | 121507   | PURCH   | FROM      | 211761  | Y        |                  |         |      |
| ✓ | 1800.00  | 1800.00  |         | 262091.84 | 1c      | 113007   | >10-61:178.24    |         |      |
|   | DBL DT   | /12/12,  | INT SH  | 280.72,   | DEF INT | 4732.64, | NSF              | 90.00   |      |
| ✓ | 1800.00  | 106.70   | 1693.30 | 260398.54 | 1c      | 113007   | 11-61:178.24     | V       | SS   |
|   | DEF INT  | 4844.89, | NSF     | 75.00     |         |          |                  |         |      |
| ✓ | 1861.77  | 1861.77  |         | 262091.84 | 6m      | 112807   | >10- :178.24     | V       | Y BB |
|   | DEF INT  | 4844.89, | NSF     | 75.00     | EZ+     |          |                  |         |      |
| ✓ | 1861.77  | 320.11   | 1541.66 | 260550.18 | 6m      | 102807   | 10- :178.24      | V       | BB   |
|   | DBL DT   | /10/29,  | DEF INT | 4732.64,  | NSF     | 60.00    | EZ+              |         |      |
|   | 101.00   | 101.00   |         | 262091.84 | 1c      | 102207   | 9- :178.24       | Y       | SS   |
|   | DEF INT  | 4732.64, | NSF     | 60.00     |         |          |                  |         |      |
| ✓ | 1760.00  | 1534.76  | 225.24  | 262091.84 | 1c      | 101507   | 9*100:178.83d1   | Y       | SS   |
|   | DEF INT  | 4460.18, | DFT COL | 93.02,    | NSF     | 60.00    |                  |         |      |
| ✓ | 2053.63  | 1271.27  | 782.36  | 262317.08 | 1c      | 091807   | 9-1860:85.81d1   | Y       | SS   |
|   | DEF INT  | 4460.18, | DFT COL | 93.02,    | NSF     | 60.00    |                  |         |      |
| ✓ | 3725.00  | 3725.00  |         | 263099.44 | 1c      | 082707   | >8-1860:184.65d2 | Y       | SS   |
|   | DEF INT  | 4460.18, | DFT COL | 186.11,   | NSF     | 60.00,   | RT CHG           | 1716.13 | 6/28 |
| ✓ | 1861.77  | 1861.77  |         | 263099.44 | 6m      | 072807   | >7-1860          | V       | BB   |
|   | DBL DT   | /7/30,   | DEF INT | 4530.59,  | NSF     | 45.00,   | RT CHG           | 1716.13 | 6/28 |
| ✓ | 1917.88  | 1716.13  | 201.75  | 262897.69 | 6m      | 062807   | 7-1860           | V       | BB   |
|   | DEF INT  | 3069.52, | NSF     | 30.00     | EZ+     |          |                  |         |      |
| ✓ | 1917.88  | 1662.38  | 255.50  | 263099.44 | 1m      | 052807   | >6-1860          | Y       | BT   |
|   | DBL DT   | /6/18,   | DEF INT | 3069.52,  | NSF     | 30.00    |                  |         |      |
| ✓ | 1917.88  | 1662.38  | 198.03  | 263156.91 | 6m      | 052807   | 5-               | V       | BB   |
|   | DBL DT   | /5/29,   | DEF INT | 3069.52,  | NSF     | 30.00,   | PRD COL          | 57.47   | EZ+  |
| ✓ | 1917.88  | 1719.09  | 198.79  | 263354.94 | 6m      | 042807   | 5-1860           | Y       | BB   |
|   | DBL DT   | /4/30,   | DEF INT | 3069.52,  | NSF     | 30.00    | EZ+              |         |      |
| ✓ | 1917.88  | 1554.87  | 363.01  | 263553.73 | 6m      | 032807   | 4-1860           | Y       | BB   |

28 payments

21170900642341

|   |         |         |           |    |        |          |  |  |   |      |
|---|---------|---------|-----------|----|--------|----------|--|--|---|------|
| DEF INT 3069.52, NSF 30.00 EZ+,                                   |         |         |           |    |        |          |  |  |   |      |
| ✓ 1917.88   | 1722.73 | 195.15  | 263916.74 | 6m | 022807 | 3-1860   |  |  |   | Y BB |
| DEF INT 3069.52, NSF 30.00 EZ+,                                   |         |         |           |    |        |          |  |  |   |      |
| ✓ 1917.88   | 1724.00 | 193.88  | 264111.89 | 6m | 012807 | 2-1860   |  |  |   | Y BB |
| DBL DT /1/29, DEF INT 3069.52, NSF 30.00 EZ+,                     |         |         |           |    |        |          |  |  |   |      |
| ✓ 1917.88   | 1669.95 | 247.93  | 264305.77 | 6m | 122806 | 1-1860   |  |  |   | Y BB |
| DEF INT 3069.52, NSF 30.00 EZ+,                                   |         |         |           |    |        |          |  |  |   |      |
| ✓ 1917.88   | 1394.38 | 523.50  | 264553.70 | 6m | 112806 | 12-1860  |  |  |   | Y BB |
| DEF INT 3069.52, NSF 30.00 EZ+,                                   |         |         |           |    |        |          |  |  |   |      |
| ✓ 1917.88   | 336.65  | 1581.23 | 265077.20 | 1c | 110306 | 11-1860  |  |  |   | Y SS |
| DEF INT 3069.52, NSF 30.00  |         |         |           |    |        |          |  |  |   |      |
| ✓ 1917.88   | 1917.88 |         | 266658.43 | 6m | 102806 | >10-1860 |  |  |   | Y BB |
| DBL DT /10/30, DEF INT 3069.52, NSF 30.00 EZ+,                    |         |         |           |    |        |          |  |  |   |      |
| ✓ 1917.88   | 1739.34 | 178.54  | 266479.89 | 6m | 092806 | 10-1860  |  |  | V | BB   |
| DEF INT 1564.82, NSF 15.00 EZ+,                                   |         |         |           |    |        |          |  |  |   |      |
| ✓ 1917.88   | 1740.50 | 177.38  | 266658.43 | 6m | 082806 | 9-1860   |  |  |   | Y BB |
| DEF INT 1564.82, NSF 15.00 EZ+,                                   |         |         |           |    |        |          |  |  |   |      |
| ✓ 1975.35   | 1686.18 | 289.17  | 266835.81 | 6m | 072806 | 8-1860   |  |  |   | Y BB |
| 205-PMT COMPLETED FOR 211709 00 642341 P 211709 00 642341 MJP 000 |         |         |           |    |        |          |  |  |   |      |
| DEF INT 1564.82, NSF 15.00, RT CHG .00 6/28 EZ+,                  |         |         |           |    |        |          |  |  |   |      |
| ✓ 1975.35   | 1975.35 |         | 267124.98 | 6m | 062806 | 6-       |  |  |   | Y BB |
| DEF INT 1564.82, NSF 15.00 EZ+,                                   |         |         |           |    |        |          |  |  |   |      |
| ✓ 1975.35   | 58.45   | 1916.90 | 267124.98 | 6m | 042806 | 5-       |  |  |   | Y BB |
| NSF 15.00 EZ+,  |         |         |           |    |        |          |  |  |   |      |
| ✓ 4049.47   | 3495.97 | 553.50  | 269041.88 | 1c | 042706 | >4- d1   |  |  |   | Y SS |
| DFT COL 98.77, NSF 15.00  |         |         |           |    |        |          |  |  |   |      |
| ✓ 1975.35   | 1640.03 | 335.32  | 269260.06 | 6m | 032806 | 3- EZ+,  |  |  | V | Y BB |
| ✓ 1975.35   | 1816.81 | 158.54  | 269595.38 | 6m | 022806 | 2- EZ+,  |  |  |   | Y BB |
| ✓ 1975.35   | 1817.87 | 157.48  | 269753.92 | 6m | 012806 | 1-       |  |  |   | Y BB |
| DBL DT /1/30 EZ+,   |         |         |           |    |        |          |  |  |   |      |
| ✓ 1975.35   | 1760.63 | 214.72  | 269911.40 | 6m | 122805 | 12- EZ+, |  |  |   | Y BB |
| ✓ 1975.35   | 1820.36 | 154.99  | 270126.12 | 6m | 112805 | 11- EZ+, |  |  |   | Y BB |
| ✓ 1975.35   | 1763.02 | 212.33  | 270281.11 | 6m | 102805 | 10- EZ+, |  |  |   | Y BB |
| ✓ 1975.35   | 1822.82 | 152.53  | 270493.44 | 6m | 092805 | 9- EZ+,  |  |  |   | Y BB |
| ✓ 1975.35   | 1823.84 | 151.51  | 270645.97 | 6m | 082805 | 8-       |  |  |   | Y BB |
| DBL DT /8/29 EZ+,   |         |         |           |    |        |          |  |  |   |      |
| ✓ 1975.35   | 1766.37 | 208.98  | 270797.48 | 1c | 072805 | 7-       |  |  |   | Y    |
| DBL DT /8/9   |         |         |           |    |        |          |  |  |   |      |

*21  
payments*

**RECORDED DEED OF TRUST**

DOC # 2005-0511699

06/28/2005 08:00A Fee:33.00

Page 1 of 9

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

Recording Requested By

WHEN RECORDED MAIL TO

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



| M | S | U | PAGE | SIZE | DA   | PCOR | NOCOR  | SMF  | MSC. |
|---|---|---|------|------|------|------|--------|------|------|
|   | 1 |   | 9    |      | 1    |      |        |      |      |
|   |   |   |      |      |      |      |        |      | EP   |
| A | R | L |      |      | COPY | LONG | REFUND | NCHG | EXAM |

33

DEED OF TRUST

(Page 1 of 8)

C  
EP

211761

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

THIS DEED OF TRUST is made this 23RD day of JUNE, 20 06, among the Trustor, MARTIN HERNANDEZ AND MARIA HERNANDEZ, HUSBAND AND WIFE, AS JOINT TENANTS

whose address is 68555 CALLE H, CATHEDRAL, CA 92234  
(herein "Borrower"), HOUSEKEY FINANCIAL CORPORATION, AN ILLINOIS CORPORATION  
(herein "Trustee") and the Beneficiary, BENEFICIAL CALIFORNIA INC.,  
a corporation organized and existing under the laws of DELAWARE whose address is  
82-126 HIGHWAY 111, INDIO PLAZA, STE B, INDIO, CA 92201  
(herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 271,006.46, evidenced by Borrower's Loan Agreement dated JUNE 23, 2005 and any extensions or renewals thereof (including those pursuant to any Renegotiable Rate Agreement) (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on JUNE 23, 2035;

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

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

CONTINUED ON EXHIBIT A-LEGAL DESCRIPTION

which has the address of 68555 H ST, CATHEDRAL CITY  
(Street) (City)  
California 92234 (herein "Property Address");  
(Zip Code)



\*H294B4F3D083DOT8000CA0079H10\*\*HERNANDEZ ORIGINAL

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

TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note, with interest thereon, including any increases if the contract rate is variable; (2) all present and future advances under the Revolving Loan Agreement; (3) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and (4) the performance of the covenants and agreements of Borrower herein contained; and (5) the payment of such further sums as the then record owner of the Property hereafter may borrow from Lender, when evidenced by another note (or notes) reciting it is so secured. Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

COVENANTS. Borrower and Lender covenant and agree as follows:

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

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

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

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

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

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

2005-0511899  
06/28/2005 08:00A  
2 of 9





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

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

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

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

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

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

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

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

2005-0511639  
06/28/2005 08:00A  
3 of 9



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

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

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

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

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

16. **Acceleration; Remedies.** Except as provided in paragraph 15 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the

2005-0511698  
06/22/2005 09:00A  
4 of 9



power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in the paragraph 16 including, but not limited to, reasonable attorneys' fees.

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

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

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

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

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

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

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

2005-0511699  
06/28/2005 06:09A  
7 of 9



(Page 6 of 8)

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

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

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

(This space intentionally left blank)

2005-0511899  
06/28/2005 08:00A  
6 of 8



1D-06-03 DOT

CA0079H6



\*H29484F3D083D0T800DCA0079H60\*\*HERNANDEZ

ORIGINAL

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

(Page 7 of 8)

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

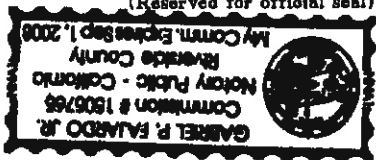
MARTIN HERNANDEZ
Martin Hernandez - Borrower
Maria Hernandez - Borrower

STATE OF CALIFORNIA, Riverside County ss:

On this 23rd day of June, in the year 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Martin Hernandez and Maria Hernandez, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) are subscribed to the foregoing instrument, and acknowledged that 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.

(Reserved for official seal)



Signature: Gabriel P. Falando Jr.
Name (typed or printed): Gabriel P. Falando Jr.
My Commission expires: 9/1/08

STATE OF CALIFORNIA, \_\_\_\_\_ County ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, \_\_\_\_\_ personally known to me, or \_\_\_\_\_ proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) \_\_\_\_\_ subscribed to the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

(Reserved for official seal)

Signature: \_\_\_\_\_
Name (typed or printed)
My Commission expires:

2865-6511699
06/28/2005 08:08A
7 of 9



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

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

00759273

**DO NOT RECORD**

FOR RECONVEYANCE OR FORECLOSURE SEND TO THE NEAREST  
 OFFICE OF HOUSEKEY FINANCIAL CORPORATION  
**REQUEST FOR FULL RECONVEYANCE**  
 To be used only when note has been paid.

Dated \_\_\_\_\_

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

|                       |
|-----------------------|
| MAIL RECONVEYANCE TO: |
|                       |
|                       |
|                       |
|                       |

(By) \_\_\_\_\_

Do not lose or destroy this Deed of Trust **AND THE NOTE** which it secures.  
 Both must be delivered to the Trustee for cancellation before reconveyance with \_\_\_\_\_

2005-0511889  
68/28/2005 08:10P  
8 of 9



10-06-03 DOT

CA0079H8



\*H29484F3D083D0T8000CA0079H80\*\*HERNANDEZ \* ORIGINAL

EXHIBIT A (PAGE 1)

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE, DESCRIBED AS FOLLOWS: LOT 3 OF CATHEDRAL CITY HIGHLANDS UNIT NO. 2, IN THE CITY OF CATHEDRAL CITY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 25, PAGES 76 AND 77, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. END OF LEGAL DESCRIPTION.

2005-0511699  
06/29/2005 08:08A  
3 of 3



\*H294B4F3D083DOT8000CA0079H00\*\*HERNANDEZ

ORIGINAL

## UTILITY BILLS





P.O. Box 600  
Rosemead, CA  
91771-0001  
www.sce.com

# Your electricity bill

HERNANDEZ, MARTIN / Page 1 of 8

For billing and service inquiries call 1-800-684-8123,  
24 hrs a day, 7 days a week

Date bill prepared: May 18 '12

Customer account [REDACTED]

Service account [REDACTED]

68555 H ST  
CATHEDRAL CTY, CA 92234

Rotating outage

Group M008

## Your account summary

|   |                 |
|---|-----------------|
| Amount of your last bill                      | \$67.71         |
| Payment we received on May 17 '12 - thank you | -\$67.71        |
| Balance forward                               | \$0.00          |
| Your new charges                              | \$204.32        |
| <b>Total amount you owe by Jun 6 '12</b>      | <b>\$204.32</b> |



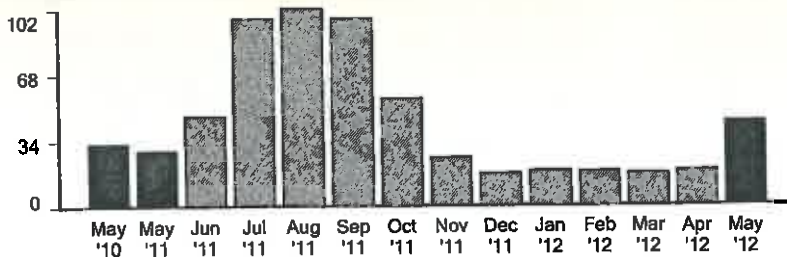
## Compare the electricity you are using

For meter [REDACTED] from Apr 18 '12 to May 17 '12  
Total electricity you used this month in kWh **1,257**

Your next meter read will be on or about Jun 18 '12.

## Your daily average electricity usage (kWh)

2 Years ago: 32.79      Last year: 29.17      This year: 43.34



**Your monthly usage may be higher than usual...**  
Based on your historical usage pattern, your monthly usage is trending higher than normal. As a result, you may notice an increase in your bill. If you would like information on tips and programs that can help you lower your energy usage and your bill, please visit [www.sce.com/billhelper](http://www.sce.com/billhelper).

Office 1200 South Gene Autry Trail  
Palm Springs



Assessment No. 6872540203-7 Item: 1068  
Desert Water Agency  
P.O. Box 1710  
Palm Springs, CA  
92263-1710

Hours Weekdays: 8am - 5pm

Inquiries Call: 760-323-4971  
Web Site www.dwa.org

U

Account Number  
Service Address 68555 H ST

MARTIN & MARIA HERNANDEZ  
68555 H ST  
CATHEDRAL CITY, CA 92234

| Read Date | Reading | Current Reading | Use This... Period... 100 cu ft | Same Period Last Year 100 cu ft |
|-----------|---------|-----------------|---------------------------------|---------------------------------|
| 5/11/12   | 6005    | 6036            | 31                              | 29                              |

**Added New Feature: Pay Online!**

Payments can now be made through Paymentus by calling 866-665-9550 or by visiting [www.dwa.org/OnlinePayments.aspx](http://www.dwa.org/OnlinePayments.aspx). Visa, Master Card and Discover Card credit or debit cards are acceptable forms of payment. A processing fee will be charged by Paymentus to your debit/credit card. This service is for telephone or online payments only.

| Date    | Description                            | Amount         |
|---------|--|----------------|
| 5/11/12 | Consumption 31 @ \$ 1.07 per 100 cu ft |                |
|         | Consumption Charge                     | \$33.17        |
|         | Water Service Charge                   | \$7.90         |
|         | <b>Total Current Charges</b>           | <b>\$41.07</b> |

| Previous Balance | Payments Received | Past Due | Current Charges | Total Due |
|------------------|-------------------|----------|-----------------|-----------|
| \$66.09          | \$66.09           |          | \$41.07         | \$41.07   |

4-5-33-1148-5

Retain Upper Portion for Your Records



**RETURN THIS PORTION WITH YOUR CHECK  
MADE PAYABLE TO DESERT WATER AGENCY.  
PLEASE DO NOT SEND CASH. PLEASE DO NOT STAPLE.**

Name MARTIN & MARIA HERNANDEZ  
Service 68555 H ST

Desert Water Agency  
P O Box 1710  
Palm Springs, CA 92263-1710

Account Number  
Payment Due Date 5/29/12  
Total Amount Due \$41.07

Amount Enclosed \$ \_\_\_\_\_  
Thank You For Your Payment

- Check here if Partial Payment
- Check here if there are any changes to your mailing address. Please make changes on the reverse side.

4533114850000041077



ACCOUNT NUMBER [REDACTED]  
 SERVICE FOR  
 MARTIN HERNANDEZ  
 68555 H ST  
 CATHEDRAL CTY CA 92234-2019

DATE MAILED May 16, 2012 Page 1 of 4  
 Assessment No. 5872540203-7 Item: 1068  
 1-800-427-2200 English  
 1-800-342-4545 Español  
 1-800-252-0259 TTY  
 www.socalgas.com



H H

**CARE** You are currently receiving the CARE discount. The discount now appears as a separate credit on your bill.

**Account Summary**

|                         |          |                   |
|-------------------------|----------|-------------------|
| Amount of Last Bill     |          | \$57 04           |
| Payment Received        | 04/17/12 | THANK YOU - 57 04 |
| Current Charges         |          | + 24 97           |
| <b>Total Amount Due</b> |          | <b>\$24.97</b>    |

**Current Charges**

Rate: GR - Residential Climate Zone: 1 Baseline Allowance: 37 Therms  
 Meter Number: 03971935 (Next scheduled read date Jun 13 2012) Cycle: 9

| Billing Period      | Days | Current Reading | Previous Reading | Difference | Billing Factor | Total Therms |
|---------------------|------|-----------------|------------------|------------|----------------|--------------|
| 04/12/12 - 05/14/12 | 32   | 5260            | 5222             | 38         | 1 010          | 38           |

**GAS CHARGES**

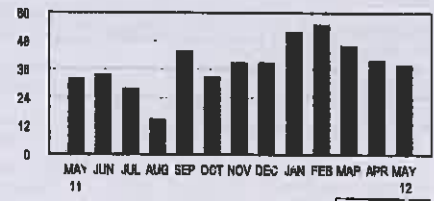
|                             |                      |                 |
|-----------------------------|----------------------|-----------------|
| Customer Charge             | 32 Days x \$ 16438   | 5 26            |
| Gas Service (Details below) | 38 Therms            |                 |
|                             | Baseline             | Over Baseline   |
| Therms used                 | 37                   | 1               |
| Rate/Therm                  | \$ 58757             | \$ 85000        |
| Charge                      | \$21 74              | + \$ 85 = 22 59 |
| Transportation Charge Adj   | 38 Therms x \$ 00065 | - 02            |
| CARE Program Discount       |                      | -5 57           |
| <b>Total Gas Charges</b>    |                      | <b>\$22.26</b>  |

**TAXES & FEES ON GAS CHARGES**

|  |                      |                |
|--|----------------------|----------------|
| State Regulatory Fee                       | 38 Therms x \$ 00068 | 03             |
| CARE Public Purpose Surcharge              | 38 Therms x \$ 05127 | 1 95           |
| Cathedral City City Users Tax              | \$24 24 x 3 00%      | 73             |
| <b>Total Taxes and Fees on Gas Charges</b> |                      | <b>\$2.71</b>  |
| <b>Total Current Charges</b>               |                      | <b>\$24.97</b> |

|            |             |
|------------|-------------|
| DATE DUE   | Jun 6, 2012 |
| AMOUNT DUE | \$24.97     |

**Gas Usage History (Total Therms used)**



|                       | May 11 | Apr 12 | May 12 |
|-----------------------|--------|--------|--------|
| Total Therms used     | 32     | 40     | 38     |
| Daily average Therms  | 1.1    | 1.4    | 1.2    |
| Days in billing cycle | 29     | 29     | 32     |

PLEASE KEEP THIS PORTION FOR YOUR RECORDS (FAVOR DE GUARDAR ESTA PARTE PARA SUS REGISTROS)  
 PLEASE RETURN THIS PORTION WITH YOUR PAYMENT (FAVOR DE DEVOLVER ESTA PARTE CON SU PAGO)



Save Paper & Postage  
 PAY ONLINE  
 www.socalgas.com

ACCOUNT NUMBER

|            |             |
|------------|-------------|
| DATE DUE   | Jun 6, 2012 |
| AMOUNT DUE | \$24.97     |

Please enter amount enclosed  
 \$  
 Write account number on check and make payable to The Gas Company.

8961.6.147.46067 1 AV 0.350 oz 0.710  
 MARTIN HERNANDEZ  
 68555 H ST  
 CATHEDRAL CTY CA 92234-2019

THE GAS COMPANY  
 PO BOX C  
 MONTEREY PARK CA 91756-5111

CT 08 8398 2230

