

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

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

770A



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

**SUBMITTAL DATE:**

JUL 13 2015

**SUBJECT:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 197, Item 208. Last assessed to: Jack L. Johnson and Kimberly M. Johnson, husband and wife as joint tenants. District 4 [\$130,261] 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 773224006-7;

(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 August 20, 2013 public auction sale. The deed conveying title to the purchasers at the auction was recorded October 2, 2013. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on October 30, 2013 to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

(continued on page two)

*[Signature]*

Don Kent  
 Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 130,261	\$ 0	\$ 130,261	\$ 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]* 8/11/15  
 Samuel Wong

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Prev. Agn. Ref.:

District: 4

Agenda Number:

9-21

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

**FORM 11:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 197, Item 208. Last assessed to: Jack L. Johnson and Kimberly M. Johnson, husband and wife as joint tenants. District 4 [\$130,261] Fund 65595 Excess Proceeds from Tax Sale.

**DATE:** JUL 13 2015

**PAGE:** Page 2 of 2

**RECOMMENDED MOTION:**

2. Deny the claim from Riverside County DPSS;
3. Deny the claim from San Joaquin County, Department of Child Support Services;
4. Deny the claim from CS Investment Solutions Inc., agent for Jack L. Johnson and Kimberly M. Johnson;
5. Authorize and direct the Auditor-Controller to issue a warrant to Global Discoveries, Ltd., assignee for Beneficial Financial I Inc. in the amount of \$130,261.39, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

**BACKGROUND:**

**Summary (continued)**

The Treasurer-Tax Collector has received four claims for excess proceeds:

1. Claim from Global Discoveries, Ltd., assignee for Beneficial Financial I Inc. based on an Assignment of Right to Collect Excess Proceeds dated August 22, 2013 and a Deed of Trust recorded June 22, 2005 as Instrument No. 2005-0493509 and Deed of Trust recorded August 29, 2007 as Instrument No. 2007-0553978.
2. Claim from Riverside County DPSS based on an Abstract of Judgment recorded March 21, 2011 as Instrument No. 2011-0123991.
3. Claim from San Joaquin County, Department of Child Support Services based on an Abstract of Support Judgment recorded April 6, 2012 as Instrument No. 2012-0159718.
4. Claim from CS Investment Solutions Inc., agent for Jack L. Johnson and Kimberly M. Johnson based on an Authorization to Recover Funds dated May 2, 2014 and a Grant Deed recorded May 8, 2000 as Instrument No. 2000-218680.

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 \$130,261.39. 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 claims from Riverside County DPSS, San Joaquin County, Department of Child Support Services and CS Investment Solutions Inc., agent for Jack L. Johnson and Kimberly M. Johnson. 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 lien holder of the property.

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

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

**CLAIM SUMMARY**

Date: August 26, 2013  
To: Riverside County Treasurer and Tax Collector  
Assessors Parcel Number: 773224006-7  
Last Assessee: JOHNSON JACK L & KIMBERLY M  
Sale Date: 8/15/2013  
Item Number: 208

Dear Treasurer/Tax Collector:

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

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

1. Deed of Trust naming Beneficial California Inc as Beneficiary as Document Number: 2005-0493509, Recorded in Riverside County on 6/22/2005.
2. Corporate Merger Documents: Beneficial California Inc merges with and into Beneficial Financial I Inc
3. Loan Repayment and Security Agreement (NOTE)
4. Statement of Amount Due & Owing
5. Amount Due & Payable Calculation Worksheet
6. Notarized Certificate authorizing Timothy Wallace to act on behalf of Beneficial Financial I Inc stamped With Corporate Seal
7. Certificate of Status: Beneficial Financial I Inc Good Standing with Secretary of State of California
8. Assignment of Rights To Collect Excess Proceeds signed by Beneficial Financial I Inc
9. Claim form(s) signed by Global Discoveries
10. Photo ID for Timothy Wallace

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

- One warrant in the amount of \$130,758.00 or 100% of the claimant's share of the excess proceeds made payable to Global Discoveries, Ltd. and mailed to P.O. Box 1748, Modesto, California 95353-1748.

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

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

**Certified Tracking Number: 7012-1640-0002-1553-7271**



1st DOT

Recording Requested By

WHEN RECORDED MAIL TO

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

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# DEED OF TRUST

(Page 1 of 8)

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

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THIS DEED OF TRUST is made this 17TH day of JUNE, 2005, among the Trustor, JACK L. JOHNSON AND KIMBERLY M. JOHNSON, HUSBAND AND WIFE AS JOINT TENANTS

address is 52140 AVENIDA HERRERA LA QUINTA, CA 92263 whose

(herein "Borrower"), HOUSEKEY FINANCIAL CORPORATION, AN ILLINDIS CORPORATION

(herein "Trustee") and the Beneficiary, BENEFICIAL CALIFORNIA INC

a corporation organized and existing under the laws of DELAWARE

82-126 HIGHWAY 111, INDIO PLAZA, STE B, INDIO, CA 92201 whose address is

(herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 241,864.00, evidenced by Borrower's Loan Agreement dated JUNE 17, 2006 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 17, 2033;

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 extenctions 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 52140 AVENIDA HERRERA,

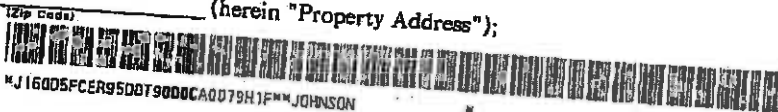
California 92253

(Street)

LA QUINTA

(City)

(herein "Property Address");



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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.

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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.

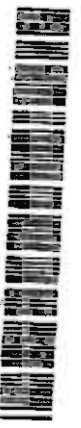
Where the original principal amount of the Note then in effect is \$10,000 or more, any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to 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.

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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

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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.

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Public Record



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)

10-06-03 DDT



2005-0493509  
06/22/2005 08:09A  
6 of 9

CADD79H6



\*J16005FCER95DGT9000CA0079H6F\*\*JOHNSON \*

FILE COPY

Public Record

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

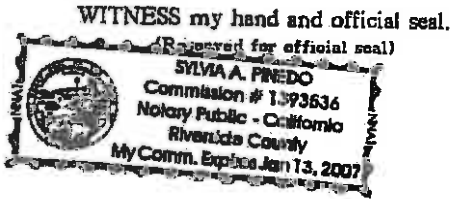
(Page 7 of 8)

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.

Jack L. Johnson  
- Borrower  
Kimberly M. Johnson  
Kimberly M. Johnson  
- Borrower

STATE OF CALIFORNIA, Riverside County ss:

On this 17 day of June, in the year 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Jack L. Johnson and Kimberly M. Johnson  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: [Signature]  
Name (typed or printed): Sylvia A Pinedo  
My Commission expires: Jan 13, 2007

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: \_\_\_\_\_



2005-0493509  
05/22/2005 09:00A  
7 of 9

10-06-03 DOT



\*J160DSFCER95D07900CA0079H7F\*\*JOHNSON

FILE COPY

CA0079H7

Public Record

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

**Deed of Trust**  
**WITH POWER OF SALE**  
**(LONG FORM)**  
**Housekey**  
**Financial**  
**Corporation**  
 AS TRUSTEE  
 00759290

**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) \_\_\_\_\_

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

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

10-06-03 DOT  2005-0493509 86/22/2005 08-08A 8 of 9 CA0079HB

  
 \*J16005FCER95DOT9000CA0079HB\*\*JOHNSON \* FILE COPY

EXHIBIT A (PAGE 1)

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE, DESCRIBED AS FOLLOWS:  
LOT 17 IN BLOCK 76 OF SANTA CARMELITA AT VALE LA QUINTA UNIT 10 , AS SHOWN BY MAP ON FILE BOOK 18 , PAGE 70 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA  
END OF LEGAL DESCRIPTION



2005-0493509  
86/22/2005 08:00A  
9 of 9



\*J16005FCER9500T9000CA0079H0F\*\*JOHNSON

FILE COPY

Public Record

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

---

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

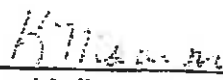
---

Kathryn Madison and Loretta Abrams do hereby certify that:

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

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

Date: September 29, 2009

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

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



# Delaware

PAGE 1

*The First State*

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

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

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

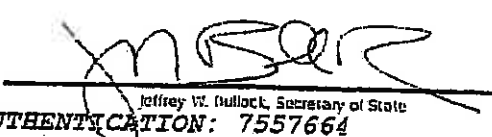
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4736584 8100M

090896192



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

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7557664

DATE: 09-30-09

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

**STATE OF DELAWARE  
CERTIFICATE OF MERGER**

**of  
BENEFICIAL CALIFORNIA INC.,  
a domestic corporation  
with and into  
BENEFICIAL FINANCIAL I INC.,  
a foreign corporation**

---

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

---

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

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

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

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

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

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

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

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

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

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

By:

Name:

Title:

K. Madison

Kathryn Madison

President



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. 803 3184

BORROWERS (called "You", "Your")

JOHNSON, JACK L  
SS#  
JOHNSON, KIMBERLY M  
SS#  
52140 AVENIDA HERRERA  
LA QUINTA CA 92253

old LOAN NO: 211781-609767  
New Ln # : 19140987

1st DOT

DATE OF LOAN 06/17/2005	FIRST PAYMENT DUE DATE 07/17/2006	OTHERS SAME DAY OF EACH MONTH	FINAL PAYMENT DUE DATE 06/17/2033	CONTRACT RATE per year 8.230 %
AMOUNT FINANCED \$ 239,997.87		PRINCIPAL \$ 241,864.00		
		CLOSING FEE \$ 136.00		
LIFE INS PREMIUM \$122.60 Monthly	DISABILITY INS PREMIUM NONE			
RELI INS PREMIUM \$ NONE				
FIRST INSTALLMENT \$ 1,966.84		MONTHLY INSTALLMENT \$ 1,966.84		ORIGINATION FEE/POINT \$ 1,731.13 TERM PERIOD 336
				PREPAYMENT PENALTY 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 on 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



\*J1605FCER95CEA900CAB9575 10\*\*JOHNSON

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.**

DB-29-03 RE  
OPT PPP

CAB55352



\*J16005FCER95CEA9000CAB553520\*\* JOHNSON

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.**

09-29-03 RE  
OPT PPF

CAB55353



\*J16085FCER95CEA9000CAB553530\*\*JHNSON

ORIGINAL

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 4 of 4)

INSURANCE. Optional credit insurance and any required insurance disclosures are attached to this Agreement and are incorporated herein by reference.

You direct the disbursements shown on Truth-In-Lending Disclosure form, acknowledge receiving a copy of this Agreement and that form, Group Creditor Insurance Certificates, if any such coverage requested, and disability claim procedures.

You do intend to use the proceeds of this loan primarily for personal, family, or household purposes. This loan is made pursuant to the California Finance Lenders Law, Division 9 of the Financial Code.

You do not intend to use this loan for personal, family or household purposes. This loan is made pursuant to the California Finance Lenders Law, Division 9 of the Financial Code.

As required by law, you hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation.

ALTERNATIVE DISPUTE RESOLUTION AND OTHER RIDERS. The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement by reference.

APPLICABLE LAW. This loan was made for a personal, family or household purpose and is to be considered a consumer loan governed by the California Finance Lenders Law (CFLL). This loan is also a federally related loan authorized by Section 501(a), Part A, Title V, Public Law 96-221, also known as section 1735f-7(a), Title 12, United States Code, unless superseded by federal law.

FOR INFORMATION CONTACT THE DEPARTMENT OF CORPORATIONS, STATE OF CALIFORNIA.

YOU HAVE RECEIVED A COMPLETE COPY OF THIS AGREEMENT AND THE TRUTH-IN-LENDING DISCLOSURES.

BORROWERS: [Signature] (SEAL)

Kimberly M. Johnson (SEAL)

WITNESS: \_\_\_\_\_ (SEAL)

[Signature]

05-29-03 RE  
OPT PPP

CAB55354



\*J1605FCER95CEA900BCAB553540\*\*JOHNSON

\*

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) 773224006-7, Situs Address: 52140 AVENIDA HERRERA, LA QUINTA, CA 92253 was \$241,864.00. The amount still due and owing as of the 08/15/2013 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$211,920.14; no further payments were received after this date.

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

8-22-13  
DATE: MONTH, DAY, YEAR

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

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of Florida

County of Hillsborough

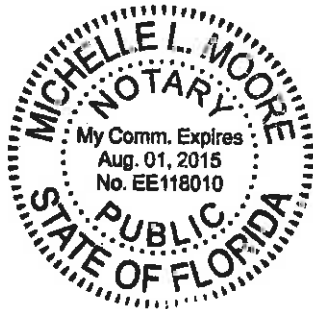
On 08/22/2013 before me, Michelle L. Moore, personally appeared  
(Date) (here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

[Signature] (seal)  
Signature of Notary Public



### Amount Due And Payable Calculation

Trustor(s) or Debtor(s):	Jack L & Kimberly M Johnson
Beneficiary(ies) or Creditor(s):	Beneficial Financial I Inc successor by merger to Beneficial California Inc.
Instrument Number:	2005-0493509
County:	Riverside
APN:	773224006-7
Original Principal Balance of Loan:	\$241,864.00
Interest Rate:	8.23%
Interest Accrual to Date:	4/25/2013
Monthly Payment:	\$1,966.84
Late Payment Penalty-Percent:	5%
<b>Total Due to Date:</b>	<b>\$211,920.14</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

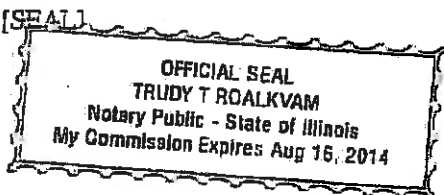
STATE OF ILLINOIS

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.

State of California  
Secretary of State  
CERTIFICATE OF STATUS

ENTITY NAME:

BENEFICIAL FINANCIAL I INC.

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

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

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

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



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

*Debra Bowen*

DEBRA BOWEN  
Secretary of State

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 773224006-7, Tax Sale Number, Item 208 sold at public auction on 8/15/2013. I understand that the total of excess proceeds available for refund is \$ 130,758.00+/-, 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 J. Wallace, VP 8-22-13  
(Signature of Party of Interest/Assignor) (Date)

Beneficial Financial I Inc successor by merger to Beneficial California Inc-By: Timothy J. Wallace-Vice President and Assistant Secretary of the Administrative Services Division  
(Name Printed)

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

636 Grand Regency Blvd.  
(Address)

Brandon FL 33510  
(City/State/Zip)

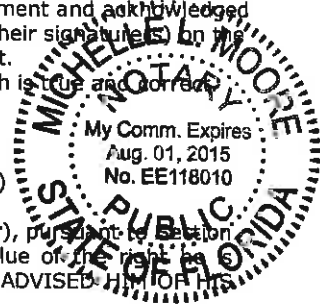
STATE OF Florida )ss.  
COUNTY OF Hillborough )

813-571-8505  
(Area Code/Telephone Number)

On August 22, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Timothy J. Wallace Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Michelle L. Moore  
(Signature of Notary)

(This area for official seal)



I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest (assignor), pursuant to Section 4675 of the California Revenue and Taxation Code, all facts of which I am aware relating to the value of the right I am 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.

Jed Byerly  
(Signature of Assignee)

Jed Byerly, Chief Operating Officer  
(Name Printed)

Tax ID/SS# 77-0558969

Global Discoveries, Ltd.  
(Address)

STATE OF CALIFORNIA )ss.  
COUNTY OF Stanislaus )

P.O. Box 1748  
Modesto, California 95353-1748  
(City/State/Zip)

Phone: (209) 593-3913

On 8-27-13, before me, the undersigned, a Notary Public in and for said State, personally appeared \*\*\*Jed Byerly\*\*\* who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal

M. Stivers  
(Signature of Notary)

(This area for official seal)



117-174 (3/85) (Ret-Perm)  
GD Number: 18776-176499

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

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 773224006-7  
Item Number: 208  
Date of Sale: 8/15/2013

The undersigned claimant, Global Discoveries, Ltd., claims \$130,758.00+/- 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 27<sup>th</sup> day of August, 2013 at Modesto, California.

By: Jed Byerly  
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)

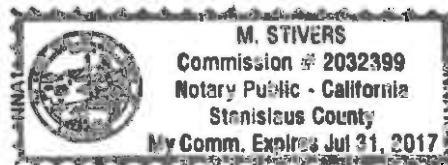
On 8-27-13 before me, M. Stivers - Notary Public, personally appeared  
(Date) (here insert name and title of the officer)

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.

M. Stivers (seal)  
Signature of Notary Public



**Florida**  
**DRIVER LICENSE CLASS E**



**TIMOTHY JAMES WALLACE**

DOB: 05-01-1968 SEX: M.  
 ISSUED: 05-25-2010 HGT: 5-0  
 EXPIRES: 05-01-2018  
 REST: A  
 ENDORSE:

*Timothy J. Wallace*

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

**RESTRICTIONS: A-Corrective Lenses**

**ENDORSEMENTS:**

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

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



Executive Director  
 John Jones  
 Sandra C. Lambert  
 Director of Driver Licenses  
 905 University Ave.  
 Tallahassee, FL 32310-4200  
 www.flhsmv.gov



**CLAIM SUMMARY**

Date: August 26, 2013  
To: Riverside County Treasurer and Tax Collector  
Assessors Parcel Number: 773224006-7  
Last Assessee: JOHNSON JACK L & KIMBERLY M  
Sale Date: 8/15/2013  
Item Number: 208

Dear Treasurer/Tax Collector:

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

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

1. Deed of Trust naming Beneficial California Inc as Beneficiary as Document Number: 2007-0553978, Recorded in Riverside County on 08/29/2007.
2. Corporate Merger Documents: Beneficial California Inc merges with and into Beneficial Financial I Inc
3. Loan Repayment and Security Agreement (NOTE)
4. Statement of Amount Due & Owing
5. Amount Due & Payable Calculation Worksheet
6. Notarized Certificate authorizing Timothy Wallace to act on behalf of Beneficial Financial I Inc stamped With Corporate Seal
7. Certificate of Status: Beneficial Financial I Inc Good Standing with Secretary of State of California
8. Assignment of Rights To Collect Excess Proceeds signed by Beneficial Financial I Inc
9. Claim form(s) signed by Global Discoveries
10. Photo ID for Timothy Wallace

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

- One warrant in the amount of \$33,226.15 or 100% of the claimant's share of the excess proceeds made payable to Global Discoveries, Ltd. and mailed to P.O. Box 1748, Modesto, California 95353-1748.

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

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

**Certified Tracking Number: 7012-1640-0002-1553-7271**

DOC # 2007-0553978  
 08/29/2007 08:00A Fee: 33.00  
 Page 1 of 9  
 Recorded in Official Records  
 County of Riverside  
 Larry W. Ward  
 Assessor, County Clerk & Recorder

2nd DOT

Recording Requested By

WHEN RECORDED MAIL TO

NAME  
STREET  
ADDRESS  
CITY &  
STATE

Records Processing Services  
 577 Lamont Road  
 Elmhurst, IL 60126



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**DEED OF TRUST**

33

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

THIS DEED OF TRUST is made this 27TH day of AUGUST, 2007, among the Trustor,  
 JACK L. JOHNSON AND KIMBERLY M. JOHNSON, H/W/J/T

whose address is 52140 AVENIDA HERRERA, LA QUINTA, CA 92253  
 (herein "Borrower"), STEWART TITLE GUARANTY  
 (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 \$ \_\_\_\_\_, evidenced by Borrower's Loan Agreement dated \_\_\_\_\_ and any extensions or renewals thereof (including those pursuant to any Renegotiable Rate Agreement) (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on \_\_\_\_\_;

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 30,000.00, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated AUGUST 27, 2007 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 \$ 30,000.00;

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

CONTINUED ON EXHIBIT A-LEGAL DESCRIPTION

which has the address of 52140 AVENIDA HERRERA, LA QUINTA  
 (Street) (City)  
 California 92253 (herein "Property Address");  
 (Zip Code)



\*J5702CSB1A98DDT8000CA0080410\*\*JOHNSON ORIGINAL

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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, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest (including any variations in interest resulting from changes in the contract rate that may be specified in the Note) on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 2. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 12. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the loan current. Lender may accept any payment or partial payment insufficient to bring the loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each periodic payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Funds for Escrow Items. Borrower shall pay to Lender on the day periodic payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any. These items are called "Escrow Items." At origination or at any time during the term of the loan, Lender may require that community association dues, fees, and assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in

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this Security Instrument, as the phrase "covenant and agreement" is used in Section 7. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 7 and pay such amount and Borrower shall then be obligated under Section 7 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 12 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 2.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 35000), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this security instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the loan does not qualify as a "federally related mortgage loan" under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

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

**3. Application of Payments or Proceeds.** Except as otherwise described in this Section 3 or as may be required by the Note and/or applicable law, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the note; (c) amounts due under Section 2. Such payments shall be applied to each periodic payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent periodic payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one periodic payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the periodic payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more periodic payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or miscellaneous proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the periodic payments.

**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 and in

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such amounts and for such periods as Lender may require.

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

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

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

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

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

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

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

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

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

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) 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.

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Public Record

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

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

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

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

16. Acceleration; Remedies. Except as provided in paragraph 15 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in the paragraph 16 including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on

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Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

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

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

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

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

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

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

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

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

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

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Public Record

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.

*[Signature]*  
\_\_\_\_\_  
JACK L. JOHNSON - Borrower  
*[Signature]*  
\_\_\_\_\_  
KIMBERLY M. JOHNSON - Borrower

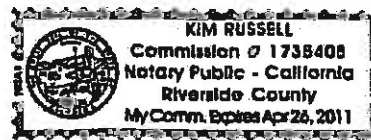
State of California  
County of Riverside

On 9.27.07 before me, (Kim Russell), a Notary Public, personally appeared JACK L. JOHNSON AND Kimberly M. JOHNSON

~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(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: *[Signature]* \_\_\_\_\_ (Seal)



State of ) California  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, ( \_\_\_\_\_ ), a Notary Public, personally appeared \_\_\_\_\_

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(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)

02-12-07 DOT



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Public Record

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

<p style="text-align: center;"><b>Deed of Trust</b> WITH POWER OF SALE (LONG FORM) <b>Housekey</b> <b>Financial</b> <b>Corporation</b> AS TRUSTEE</p>	<p><b>DO NOT RECORD</b> FOR RECONVEYANCE OR FORECLOSURE SEND TO THE NEAREST OFFICE OF HOUSEKEY FINANCIAL CORPORATION <b>REQUEST FOR FULL RECONVEYANCE</b> To be used only when note has been paid.</p> <p>Dated _____</p> <p>To <b>HOUSEKEY FINANCIAL CORPORATION, Trustee:</b> The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All same 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.</p> <table border="1" style="width: 100%;"> <tr><td style="text-align: center;">MAIL RECONVEYANCE TO:</td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table> <p>(By) _____</p> <p>(By) _____</p> <p style="font-size: small;">Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.</p>	MAIL RECONVEYANCE TO:				
MAIL RECONVEYANCE TO:						

02-12-07 DOT

CA008048



\*J5702C5B 1A98DOT8000CA0080480\*\* JOHNSON

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EXHIBIT A (PAGE 1)

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF LA QUINTA  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS:

LOT 17 IN BLOCK 75 OF SANTA CARMELITA AT VALE LA QUINTA,  
UNIT #10 AS PER MAP RECORDED IN BOOK 18, PAGE 70 OF MAPS  
RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

TAX MAP OR PARCEL ID NO.:



\*J5702CSB1A98D0T8000CA0080400\*\*JOHNSON

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

---

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

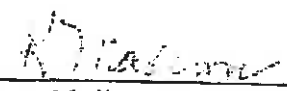
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Kathryn Madison and Loretta Abrams do hereby certify that:

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

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

Date: September 29, 2009

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

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



# Delaware

PAGE 1

*The First State*

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

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

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


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

4736584 8100M

090896192



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

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7557664

DATE: 09-30-09

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

STATE OF DELAWARE  
CERTIFICATE OF MERGER

of  
BENEFICIAL CALIFORNIA INC.,  
a domestic corporation  
with and into  
BENEFICIAL FINANCIAL I INC.,  
a foreign corporation

---

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

---

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

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

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

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

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

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

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

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

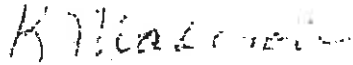
**EIGHTH:** The surviving corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of the surviving corporation arising from this merger, including any suit or other proceeding to enforce the rights of any stockholders as determined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

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

By:

Name:

Title:



Kathryn Madison

President

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

2nd DOT.  
003 3194

LENDER (called "We", "Us", "Our")  
BENEFICIAL CALIFORNIA INC.  
82-126 HIGHWAY 111  
INDIO PLAZA, STE B  
INDIO CA 92201

California Finance Lenders License No.

BORROWERS (called "You", "Your")  
JOHNSON JACK  
SS#  
JOHNSON, KIMBERLY M  
SS#  
62140 AVENIDA HERRERA  
LA QUINTA CA 92253

old LOAN NO: 211761-18-616751  
New Loan No: 218962-00-243511

ON PORTION OF AVERAGE DAILY BALANCE	MONTHLY PERIODIC RATE	ANNUAL PERCENTAGE RATE:	CREDIT LIMIT	DATE OF THIS AGREEMENT	ORIGINATION FEE (POINTS)/ FINANCE CHARGE
.01 AND OVER	1.325 %	15.890 %	30000	08/27/07	\$ 1500.00
			INITIAL ANNUAL FEE	SUBSEQUENT ANNUAL FEES	DISCOUNT FEE (POINTS)/ FINANCE CHARGE
			50.00	60.00	\$ .00
					PREPAYMENT PENALTY YES

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

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

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

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

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

You may obtain any required insurance from anyone you choose.

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

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

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

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

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

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

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

The Minimum Monthly Payment for any billing cycle will be the greater of (1) the greater of \$50 or the Variable Payment Amount (as described below) plus any Administrative Charges and credit insurance charges, rounded to the nearest \$1, or (2) the Finance Charges due for the billing cycle, plus any Administrative Charge and credit insurance charges; or (3) the amount of the annual fee assessed on your Account. In each instance, the Minimum Monthly Payment will be adjusted to include any unpaid amounts due from prior billing cycles.

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

<u>Monthly Periodic Rate</u>	<u>Base Minimum Monthly Payment</u>
through .95%	.95% of Account balance
over .95% through 1.05%	1.05% of Account balance
over 1.05% through 1.15%	1.15% of Account balance
over 1.15% through 1.25%	1.25% of Account balance
over 1.25% through 1.38%	1.38% of Account balance
over 1.38% through 1.50%	1.50% of Account balance
over 1.50% through 1.67%	1.67% of Account balance
over 1.67%	2.10% of Account balance

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

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

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

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



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

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

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

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

**Annual Fee:** You agree to pay an annual fee as stated on page one for participation in this revolving credit plan. The initial Annual Fee stated on page one is due and payable on the date that your Account is opened. The Subsequent Annual Fee stated on page one is due and payable on the same day of each subsequent year. You agree that these Annual Fees may be charged to your Account balance.

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

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

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

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

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

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

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

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

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

02-33-04 F RE



#J5702C58 1A98RLA800BCA0579E30\*\*JOHNSON

ORIGINAL

CA0579E3

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

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

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

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

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

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

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

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

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

**Transfer of the Property:** If Borrower sells or transfers all or any part of the Property or an interest therein, excluding

- (a) The creation of a lien or other encumbrance subordinate to this Deed of Trust which does not relate to a transfer of rights of occupancy in the property; Provided, that such lien or encumbrance is not created pursuant to a contract for deed;
- (b) The creation of a purchase money security interest for household appliances; (c) A transfer by devise, descent, or operation of law on the death of a joint tenant by the entirety; (d) The granting of a leasehold interest which has a term of three years or less and which does not contain an option to purchase; (e) A transfer in which the transferee is a person who

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

02-13-04 F RE



\*J5702CSB1A98RLA8000CA0579E40\*\*JOHNSON

ORIGINAL

CA0579E4

**REVOLVING LOAN AGREEMENT (Page 5 of 6)**

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.

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

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

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

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

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

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

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

**YOUR BILLING RIGHTS****KEEP THIS NOTICE FOR FUTURE USE**

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

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

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

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

02-13-04 F RE



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ORIGINAL

CA0579E5



REVOLVING LOAN AGREEMENT (Page 6 of 6)

In your letter, give Lender the following information:

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

Your Rights and Lender's Responsibilities After Lender Receives Your Written Notice

Lender must acknowledge your letter within 30 days, unless Lender has corrected the error by then. Within 90 days, Lender must either correct the error or explain why Lender believes the bill was correct.

After Lender receives your letter, Lender cannot try to collect any amount you question, or report you as delinquent. Lender can continue to bill you for the amount you question, including finance charges, and Lender can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while Lender is investigating, but you are still obligated to pay the parts of your bill that are not in question.

If Lender finds that Lender made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If Lender did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, Lender will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that Lender thinks you owe, Lender may report you as delinquent. However, if Lender's explanation does not satisfy you and you write to Lender within ten days telling Lender that you still refuse to pay, Lender must tell anyone Lender reports you to that you have a question about your bill. And, Lender must tell you the name of anyone Lender reported you to. Lender must tell anyone Lender reports you to that the matter has been settled between us when it finally is.

If Lender doesn't follow these rules, Lender can't collect the first \$50 of the questioned amount, even if your bill was correct.

Before signing this Agreement, you have read and received this Agreement and the Federal Truth-In-Lending disclosures contained in it.

You, the customer(s) signing below, agree to observe the terms and conditions of this Agreement.

You agree to pay Lender's actual expenses incurred in preparing this loan, if the loan is not made because of your failure to disclose essential information or your failure to complete the loan in accordance with your application.

You agree that the Department of Motor Vehicles may release your residence address to us, should it become necessary to locate you.

- You do intend to use the proceeds of this loan primarily for personal, family, or household purposes. This loan is made pursuant to Article 1 of Chapter 2 of the California Finance Lenders Law, Division 9 of the Financial Code.
- You do not intend to use this loan for personal, family, or household purposes. This loan is made pursuant to Article 1 of Chapter 3 of the California Finance Lenders Law, Division 9 of the Financial Code.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation.

FOR INFORMATION CONTACT THE DEPARTMENT OF CORPORATIONS, STATE OF CALIFORNIA.

[Signature] (SEAL)  
Customer Signature

[Signature] (SEAL)  
Customer Signature

Date: 8-27-07

Date: 8-27-07

Witness: [Signature] (SEAL)

Witness: [Signature] (SEAL)



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) 773224006-7, Situs Address: 52140 AVENIDA HERRERA, LA QUINTA, CA 92253 was \$30,000.00. The amount still due and owing as of the 08/15/2013 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$33,226.15; no further payments were received after this date.

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

8-22-13  
DATE: MONTH, DAY, YEAR

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

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of Florida

County of Hillsborough

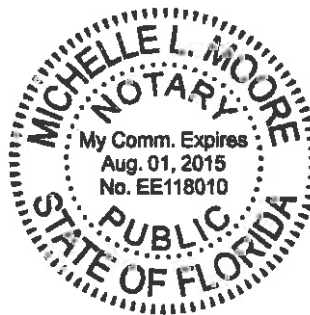
On 08/22/2013 before me, Michelle L. Moore, personally appeared  
(Date) (here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

[Signature] (seal)  
Signature of Notary Public



### Amount Due And Payable Calculation

Trustor(s) or Debtor(s):	Jack L. & Kimberly M. Johnson
Beneficiary(ies) or Creditor(s):	Beneficial Financial I Inc successor by merger to Beneficial California Inc.
Instrument Number:	2007-0553978
County:	Riverside
APN:	773224006-7
Original Principal Balance of Loan:	\$30,000.00
Interest Rate:	15.89%
Interest Accrual to Date:	4/25/2013
Late Payment Penalty-Percent:	5%
Unpaid Principal Balance Due:	\$30,000.00
<b>Total Due to Date:</b>	<b>\$33,226.15</b>

GID: 18776-176498

**CERTIFICATE**

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

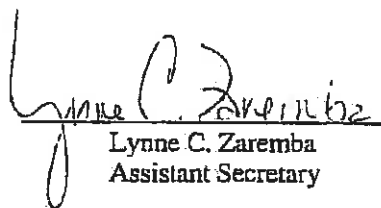
The undersigned does hereby certify that she is a duly appointed, qualified and acting Assistant Secretary of Beneficial Financial I Inc., a California corporation and successor by merger to Beneficial California Inc., (the "Company"), and that as such Assistant Secretary I have custody of the corporate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



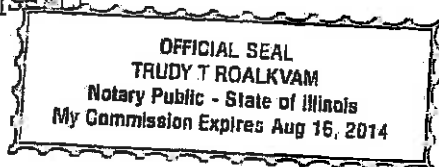
  
Lynne C. Zaremba  
Assistant Secretary

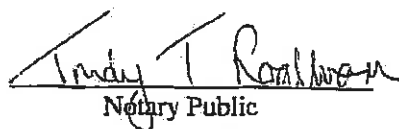
STATE OF ILLINOIS  
COUNTY OF LAKE

I, Trudy Roalkvam, 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 30th day of November 2011.

[SEAL]



  
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.

State of California  
Secretary of State  
CERTIFICATE OF STATUS

ENTITY NAME:

BENEFICIAL FINANCIAL I INC.

FILE NUMBER:  
FORMATION DATE: 03/11/1998  
TYPE: DOMESTIC CORPORATION  
JURISDICTION: CALIFORNIA  
STATUS: ACTIVE (GOOD STANDING)

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

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

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



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

*Debra Bowen*

DEBRA BOWEN  
Secretary of State

RYM

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 773224006-7, Tax Sale Number, Item 208 sold at public auction on 8/15/2013. I understand that the total of excess proceeds available for refund is \$ 130,758.00+/-, and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VALUABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning.

[Signature] VP 8-22-13  
(Signature of Party of Interest/Assignor) (Date)

Beneficial Financial I Inc successor by merger to Beneficial California Inc-By: Timothy J. Wallace-Vice President and Assistant Secretary of the Administrative Services Division  
(Name Printed)

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

636 Grand Regency Blvd.  
(Address)

Brandon FL 33510  
(City/State/Zip)

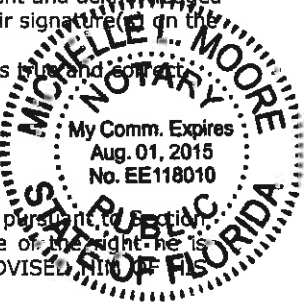
STATE OF Florida )ss.  
COUNTY OF Hillsborough )

813-571-8505  
(Area Code/Telephone Number)

On August 22, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Timothy J. Wallace Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature 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)

(This area for official seal)



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

[Signature]  
(Signature of Assignee)

Jed Byerly, Chief Operating Officer  
(Name Printed)

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

Global Discoveries, Ltd.  
(Address)

STATE OF CALIFORNIA )ss.  
COUNTY OF Stanislaus )

P.O. Box 1748  
Modesto, California 95353-1748  
(City/State/Zip)

Phone: (209) 593-3913

On August 27, 2013, 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)

(This area for official seal)

117-174 (3/85) (Ret-Perm)  
GD Number: 18776-176498





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

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 773224006-7

Item Number: 208

Date of Sale: 8/15/2013

The undersigned claimant, Global Discoveries, Ltd., claims \$33,226.15+/- 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 27<sup>th</sup> day of August, 2013 at Modesto, California.

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

**CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC**

State of California )

County of Stanislaus )

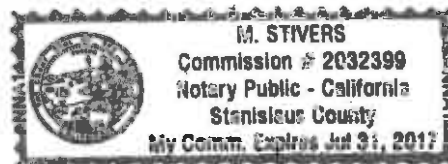
On 8/27/13 before me, M. Stivers - Notary Public, personally appeared  
(Date) (here insert name and title of the officer)

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



**FLORIDA**  
**DEPARTMENT OF TRANSPORTATION**  
**FLORIDA BUREAU OF SAFETY EXAMINERS**



**TIMOTHY JAMES WALLACE**

DOB: 06-01-1969 SEX: M.  
 ISSUED: 05-25-2018 HGT: 5-05  
 EXPIRES: 06-01-2019  
 REST: A  
 ENDORSE:

*Timothy Wallace*

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

**RESTRICTIONS: A-Corrective Lenses**

**ENDORSEMENTS:**  
 CL: A; E - Any non-commercial vehicle with a GVWR less than 20,001 lbs. or any RV

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



Executive Director  
 Julie Lewis  
 Sandra C. Lombardi  
 Director of Driver Licenses  
 888-707-3243  
 Florida Department of Transportation  
 www.flhsmv.gov



## Green-Howse, Shawana

---

**From:** Green-Howse, Shawana  
**Sent:** Tuesday, March 31, 2015 2:45 PM  
**To:** 'amy.elmer@gd-ltd.com'  
**Cc:** 'Michelle Reynosa (michelle.reynosa@gd-ltd.com)'  
**Subject:** EP 197-208, APN 773224006-7

Hi Amy,

EP-197-208, APN 773224006-7 is another property where Beneficial California Inc. was the beneficiary of a deed of trust. We will need an updated statement of monies owed for this claim as well.

I know you've been working on getting an updated state of monies owed from them for property that was sold in TC 196 (EP 196-171, APN 349350006-6).

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



June 12, 2015

**VIA CERTIFIED MAIL**

Shawana Green  
Tax Sale Operations-Excess Proceeds Dept  
RIVERSIDE COUNTY  
4080 Lemon St. 4th Floor  
Riverside, CA 92502

APN(S): 773224006-7  
Date of Sale: 08/15/2013  
TC # 197  
Item #208

Dear Excess Proceeds Dept:

Per your request, enclosed please find additional supporting documentation that applies to the above referenced parcel(s):

- **Original/Updated** Statement of Amount Due and Owing(s) for APN: 773224006-7

We hope the enclosed should assist in perfecting our claim, if you should have any further questions please contact me at 209-593-3917 or 1-800-710-1703. Thank you.

Sincerely,

Amy Elmer  
Manager of Claims Processing  
Global Discoveries, LTD.

**Certified Tracking# 7014-2120-0004-6428-1617**



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) 773-224-006, Situs Address: 52140 AVENIDA HERRERA, LA QUINTA, CA 92253 was \$241,864.00. The amount still due and owing as of the 8/15/2013 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$268,103.75; no further payments were received after this date.

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

6-8-15

DATE: MONTH, DAY, YEAR

*Timothy J. Wallace, VP*

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

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

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

State of FLORIDA

County of HILLSBOUGH

On 6/8/15 before me, TINA BUSLER, personally appeared  
(Date) (here insert name and title of the officer)

Timothy J. Wallace

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

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

WITNESS my hand and official seal.

Tina Busler (seal)  
Signature of Notary Public



**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 197 Item 208 Assessment No.: 773224006-7

Assessee: JOHNSON, JACK L & KIMBERLY M

Situs: 52140 AVENIDA HERRERA LA QUINTA 92253

Date Sold: August 20, 2013

Date Deed to Purchaser Recorded: October 2, 2013

Final Date to Submit Claim: October 2, 2014

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 60.00 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. BLS10000032; recorded on 10/29/10. 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.**

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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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_  
County, State

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
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

October 30, 2013

RIVERSIDE COUNTY DPSS  
C/O RECOVERY UNIT  
CASE# BLS10000032  
10281 KIDD STREET  
RIVERSIDE, CA 92503

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 773224006-7      Item: 208  
Situs Address: 52140 Avenida Herrera La Quinta 92253  
Assessee: Johnson, Jack L & Kimberly M  
Date Sold: August 20, 2013  
Date Deed to Purchaser Recorded: October 2, 2013  
Final Date to Submit Claim: October 2, 2014

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

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE  
265 N. Broadway St.  
Blythe, Ca 92225  
www.riverside.courts.ca.gov

CMF

NOV - 8 2010

NOTICE OF ENTRY OF JUDGMENT

CASE NO. BLS10000032

RIVERSIDE COUNTY DPSS  
3021 FRANKLIN AVE  
RIVERSIDE CA 92507

KIMBEARLY JOHNSON  
14979 NEIGHBOURS BLVD  
BLYTHE CA 92225

-----  
NOTICE TO ALL PLAINTIFFS AND DEFENDANTS: Your small claims case has been decided. If you lost the case, and the court ordered you to pay money, your wages and property may be taken without further warning from the court. Read the attached information about your rights.

AVISO A TODOS LOS DEMANDANTES Y DEMANDADOS: Su caso has sido resuelto por la corte para reclamos judiciales menores. Si la corte ha decidido en su contra y ha ordenado que usted pague dinero, le pueden quitar su salario, su dinero, y otras cosas de su propiedad, sin aviso adicional por parte de esta corte. Lea la siguiente pagina para obtener informacion de importancia acerca de sus derechos.  
-----

Judgment was entered as indicated below on (date) 10/29/10

Judgment on Plaintiff's Claim for RIVERSIDE COUNTY DPSS  
and against Defendant KIMBEARLY JOHNSON  
in the amount of \$467.00 Plus costs of \$35.00

Enforcement of the judgment is automatically postponed for 30 days or, if an appeal is filed, until the appeal is decided.

The court provides small claims advisor services free of charge. For more information, please see the information sheet attached.

mc: nej,scnej



ATTORNEY OR WITHOUT ATTORNEY (Name, state bar number, and address):

- Riverside County DPSS  
10281 Kidd Street  
Riverside, CA 92503

TELEPHONE NO: 951/ 358-3200 FAX NO: 951/ 358-6991

ATTORNEY FOR (NAME): IN PRO PER

NAME OF COURT: Superior Court of California, County of Riverside

STREET ADDRESS: 265 No. Broadway

MAILING ADDRESS: 265 No. Broadway

CITY AND ZIP CODE: Blythe, CA 92225

BRANCH NAME: Blythe

PLAINTIFF: Riverside County DPSS

DEFENDANT: Kimbearly Johnson

FOR COURT USE ONLY

**FILED**

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

MAR 16 2011

Y. Saldana

FILED  
MAR 16 2011

**MEMORANDUM OF COSTS AFTER JUDGMENT, ACKNOWLEDGMENT OF CREDIT, AND DECLARATION OF ACCURED INTREST**

CASE NUMBER: BLS10000032

1. I claim the following costs after judgment incurred within the last two years (indicate if there are multiple items in any category):

	Dates Incurred	Amount
a Preparing and issuing abstract of judgment		\$ 25.00
b Recording and indexing abstract of judgment		\$
c Filing notice of judgment lien on personal property		\$
d Issuing writ of execution, to extent not satisfied by Code Civ. Proc., ' 685.050 (specify County): Riverside		\$
e Levying officer's fees, to extent not satisfied by Code Civ. Proc., ' 685.050 or wage garnishment		\$
f Approved fee on application for order for appearance of judgment debtor, or other approved costs under Code Civ., Proc., ' 708.010 et seq.		\$
g Attorney fees, if allowed by Code C-iv. Proc., ' 685.040		\$
h Other: (Statute authorizing cost):		\$
i Total of claimed costs for current memorandum of costs (add items a-h)		\$ 25.00

2. All previously allowed postjudgment costs: ..... \$0.00

3. Total of all postjudgment costs (add items 1 and 2): ..... TOTAL \$ 25.00

4. Acknowledgment of Credit. I acknowledge total credit to date (including returns on levy process and direct payments) in the amount of: \$ 0.00

5. Declaration of Accrued Interest. Interest on the judgment accruing at the legal rate from the date of entry on balances due after partial satisfaction and other credits in the amount of: \$

6. I am  judgment creditor  agent for the judgment creditor  attorney for the judgment creditor. I have knowledge of the facts concerning the cost claimed above. To the best of my knowledge and belief, the costs claimed are correct, reasonable, and necessary, and have not been satisfied.

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

Date: 02/23/2011  
Riverside County DPSS 951/358-3200  
A. Samano/Revenue and Recovery Tech II  
.....  
(TYPE OR PRINT NAME)

  
.....  
(SIGNATURE OF DECLARANT)

**NOTICE TO THE JUDGMENT DEBTOR**

If this memorandum of cost is filed at the same time as application for a writ of execution, any statutory costs, not exceeding \$100 in aggregate and not already allowed by the court, may be included in the writ of execution. The fees sought under this memorandum may be disallowed by the court upon a motion to tax filed by the debtor, notwithstanding the fees having been included in the writ of execution. (Code Civ. Proc., ' 685.070(e).) A motion to tax costs claimed in this memorandum must be filed within 10 days after service of the memorandum. (Code Civ. Proc., ' 685.070.)

(Proof of service on reverse)

**MEMORANDUM OF COSTS AFTER JUDGMENT, ACKNOWLEDGMENT OF CREDIT, AND DECLARATION OF ACCURED INTEREST**

Code of Civil Procedure, ' 685.070

America LegalNet, Inc.  
www.USCourtForms.com

SHORT TITLE: <b>Kimbearly Johnson</b>	CASE NUMBER: <b>BLS1000032</b>
---------------------------------------	--------------------------------

**PROOF OF SERVICE**

**Mail**       **Personal Services**

1. At the time of service I was at least 18 years of age and not a party to this legal action.

2. My residence or business address is (specify):

Riverside County DPSS  
10281 Kidd Street  
Riverside, CA 92503

3. I mailed or personally delivered a copy of the *Memorandum of Costs after Judgment, Acknowledgment of Credit, and Declaration of Accrued Interest* as follows (complete either a or b):

a.  **Mail.** I am a resident of or employed in the county where the mailing occurred.

(1) I enclosed a copy in an envelope AND

(a)  deposited the sealed envelope with the United States Postal Services with the postage fully prepaid.

(b)  placed the envelope for collection and mailing on the date and at the place shown in items below follow our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

(2) The envelope was addressed and mailed as follows:

(a) Name of person served:

**Kimbearly Johnson**

(b) Address on Envelope:

**14979 Neighbours Blvd.**

**Blythe, CA 92225**

**#4811162**

(c) Date of mailing: **02/23/2011**

(d) Place of mailing (city and state): **Riverside, CA**

b.  **Personal delivery.** I personally delivered a copy as follows:

(1) Name of person served:

(2) Address where delivered:

(3) Date delivered:

(4) Time delivered:

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

Date: **02/23/2011**

Riverside County DPSS/Recovery 951/358-3200  
P. Stewart, Legal Support Assistant 1

.....  
(TYPE OR PRINT NAME)

▶   
\_\_\_\_\_  
(SIGNATURE OF DECLARANT)

**JON CHRISTENSEN**  
ASSISTANT TREASURER-TAX COLLECTOR  
**SUE BAUER**  
SR. CHIEF DEPUTY TREASURER-TAX COLLECTOR  
**DEBBIE BASHE**  
INFORMATION TECHNOLOGY OFFICER II  
**GIOVANE PIZANO**  
INVESTMENT MANAGER



**DON KENT**  
TREASURER

**GARY COTTERILL**  
CHIEF DEPUTY TREASURER-TAX COLLECTOR  
**MATT JENNINGS**  
CHIEF DEPUTY TREASURER-TAX COLLECTOR  
**MELISSA JOHNSON**  
CHIEF DEPUTY TREASURER-TAX COLLECTOR  
**ADRIANNA GOMEZ**  
ADMINISTRATIVE SERVICES MANAGER I

December 2, 2013

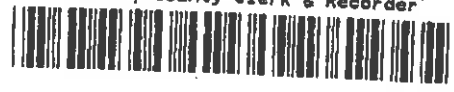
To whom it may concern:

We have received your claim for Excess Proceeds on Assessment # 773224006-7; however the claim form was not filled out completely. I have sent a copy of the packet you sent to us, including a blank claim form. Please fill out the blank claim form completely and sign the claim form. Please return the document prior to the final date to submit your claim which is October 2, 2014. If you have any questions, please contact me.

Thank you,

Jennifer Pazicni  
Excess Proceeds/Tax Sale Operations  
951 955-3947

DOC # 2011-0123991  
 03/21/2011 08:00A Fee:NC  
 Page 1 of 3  
 Recorded in Official Records  
 County of Riverside  
 Larry W. Ward  
 Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION  
 RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:  
 RIVERSIDE COUNTY DEPARTMENT  
 OF PUBLIC SOCIAL SERVICES  
 RECOVERY UNIT  
 10281 KIDD STREET  
 RIVERSIDE, CA 92503

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030

**ABSTRACT OF JUDGMENT - CIVIL AND SMALL CLAIMS**

Title of Document

TRA: \_\_\_\_\_  
 DTT: \_\_\_\_\_

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
 (\$3.00 Additional Recording Fee Applies)

ACR 238P-AS4RE0 (Rev. 03/2008)

Public Record

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

Recording requested by and return to:

Riverside County DPSS  
10281 Kidd Street.  
Riverside, CA 92503  
MS #3720  
951/358-3200

ATTORNEY FOR  JUDGMENT CREDITOR  ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

FOR RECORDER'S USE ONLY

STREET ADDRESS: 265 No. Broadway  
MAILING ADDRESS: 265 No. Broadway  
CITY AND ZIP CODE: Blythe, CA 92225  
BRANCH NAME: Blythe

PLAINTIFF: Riverside County DPSS

CASE NUMBER:

DEFENDANT: Kimbearly Johnson

BLS10000032

For Court Use Only

ABSTRACT OF JUDGMENT -- CIVIL AND SMALL CLAIMS

Amended

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

a. Judgment's debtor's

Name and last known address  
Kimbearly Johnson  
14979 Neighbours Blvd.  
Blythe, CA 92225

b. Driver license No. and state:  Unknown

c. Social Security No.: XXX-XX-  Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):

Kimbearly Johnson  
14979 Neighbours Blvd., Blythe, CA 92225 (4811162)

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):

5.  Original abstract recorded in this county:

Riverside County DPSS  
10281 Kidd Street  
Riverside, CA 92503

a. Date:  
b. Instrument No.:

Date: 02/23/2011

A. Samano/Revenue & Recovery Tech II  
(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:  
\$ 502.00

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

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

a. Amount: \$

8. a. Judgment entered on (date): 10/29/2010

b. In favor of (name and address):

b. Renewal entered on (date):

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):

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

Deputy

ABSTRACT OF JUDGMENT - CIVIL AND SMALL CLAIMS

PAGE 1 OF 3  
Order of Civil Proceedings, §§ 402.400, 474.700-710

American LegalNet, Inc.  
www.USCourtForms.com



This abstract issued on (date):  
MAR 03 2011

PLAINTIFF: Riverside County DPSS/Recovery  
DEFENDANT: Kimbearly Johnson

CASE NUMBER: BLS1000032

**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

Driver's License No. & State:  Unknown  
Social Security No.:  Unknown

Summons was personally served at or mailed to (address):

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

Driver's License No. & State:  Unknown  
Social Security No.:  Unknown

Summons was personally served at or mailed to (address):

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

Driver's License No. & State:  Unknown  
Social Security No.:  Unknown

Summons was personally served at or mailed to (address):

Summons was personally served at or mailed to (address):

22.  Continued on Attachment 22.



**San Joaquin County**  
**Department of Child Support Services**

826 N. California St. Stockton, CA 95202 – P.O. Box 50 Stockton, CA 95201-3050  
Telephone: (866) 901-3212 – Fax: (209) 468-2577

**PAUL BAXTER**  
Interim Director

**CLAIM FOR SURPLUS FUNDS FROM TRUSTEE'S SALE**

I hereby certify that I am a party of interest in the following real property:

Assessment No.: 773224006-7  
Assessee: JOHNSON, JACK L & KIMBERLY  
Situs Address: 52140 AVENIDA HERRERA LA QUINTA 92253  
Date of Trustee's Sale: August 20, 2013  
Deed to Purchaser Recorded: 10/2/2013

RECEIVED  
2014 APR 10 AM 7:32  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

I claim surplus funds from the Trustee's Sale in the amount of \$15,209.70 based upon my interest in the above described property as junior lien holder. Documentation proving my right to surplus funds and the amount of my claim/percentage is enclosed.

Please make the check payable to the **CALIFORNIA STATE DISBURSEMENT UNIT** and include CSE# 0770201957-01 on the check. Send the payment to the following address:

**CALIFORNIA STATE DISBURSEMENT UNIT**  
**PO BOX 989067**  
**WEST SACRAMENTO, CA 95798-9067.**

I affirm under penalty of perjury that the foregoing and all enclosures are true and correct to the best of my knowledge.

Date: 4-4-2014

WILLIAM COSSETTE / SAN JOAQUIN COUNTY DCSS

Mailing Address of Claimant:  
**SAN JOAQUIN DCSS**  
**P.O. BOX 50**  
**STOCKTON, CA 95201**  
**Tel: (209) 468-2598**

**MISSION STATEMENT**

The mission of the San Joaquin County Department of Child Support Services is to *make a difference in the lives of children* by providing high quality, dedicated child support services.



# Simple Report All Debt Types

Case: 0770201957-01-1  
 Manage Cnty: San Joaquin  
 CP: KHADY JOHNSON  
 NCP: JACK JOHNSON  
 Court Order: FS044633

Total Current Charges	19,630.00	Total Principal Due	10,501.58
Total Arrears/Adjustments (Principal)	0.00	Total Interest Due	6,015.84
Total Interest Charges	7,073.33	Balance Due	16,517.42
Total Arrears/Adjustments (Interest)	0.00		
Total Amount Paid	10,185.91		
Balance Due	16,517.42		

MM-CCYY	Current Charge	Aid St	Support Paid	Principal Balance	Monthly Interest	Interest Balance	Total Balance
12-2005	461.00		0.00	0.00	461.00	0.00	461.00
01-2006	461.00		0.00	0.00	922.00	0.00	922.00
02-2006	461.00		0.00	0.00	1,383.00	0.00	1,383.00
03-2006	461.00		0.00	0.00	1,844.00	0.00	1,844.00
04-2006	461.00		0.00	0.00	2,305.00	19.21	2,324.21
05-2006	461.00		188.00	0.00	2,578.00	21.48	2,618.69
06-2006	461.00		188.00	0.00	2,851.00	23.76	2,915.45
07-2006	461.00		0.00	0.00	3,312.00	27.60	3,404.05
08-2006	461.00		0.00	0.00	3,773.00	31.44	3,896.49
09-2006	461.00		0.00	0.00	4,234.00	35.28	4,392.77
10-2006	461.00		517.84	0.00	4,234.00	35.28	4,371.21
11-2006	461.00		258.92	0.00	4,436.08	36.97	4,610.26
12-2006	461.00		148.32	0.00	4,748.76	39.57	4,962.51
01-2007	461.00		0.00	0.00	5,209.76	43.41	5,466.92
02-2007	461.00		0.00	0.00	5,670.76	47.26	5,975.18
03-2007	461.00		457.00	241.00	5,674.76	47.29	5,785.47
04-2007	461.00		0.00	0.00	6,135.76	51.13	6,297.60
05-2007	461.00		0.00	0.00	6,596.76	54.97	6,813.57
06-2007	461.00		129.46	0.00	6,928.30	57.74	7,202.85
07-2007	461.00		647.30	0.00	6,928.30	57.74	7,074.29
08-2007	461.00		517.84	0.00	6,928.30	57.74	7,075.19
09-2007	461.00		517.84	0.00	6,928.30	57.74	7,076.09
10-2007	461.00		647.30	0.00	6,889.79	57.41	6,947.20
11-2007	461.00		376.37	0.00	6,974.42	58.12	7,089.95
12-2007	461.00		258.92	0.00	7,176.50	59.80	7,351.83
01-2008	461.00		0.00	0.00	7,637.50	63.65	7,876.48
02-2008	461.00		0.00	0.00	8,098.50	67.49	8,404.97
03-2008	461.00		0.00	383.00	8,482.97	70.69	8,553.66
04-2008	461.00		0.00	0.00	8,943.97	74.53	9,089.19
05-2008	461.00		0.00	0.00	9,404.97	78.37	9,628.56
06-2008	0.00		0.00	0.00	9,404.97	78.37	9,706.93
07-2008	0.00		0.00	0.00	9,404.97	78.37	9,785.30
08-2008	0.00		0.00	0.00	9,404.97	78.37	9,863.67
09-2008	0.00		0.00	0.00	9,404.97	77.09	9,940.76
10-2008	0.00		0.00	0.00	9,404.97	79.66	10,020.42
11-2008	0.00		0.00	0.00	9,404.97	77.09	10,097.51
12-2008	0.00		0.00	0.00	9,404.97	79.66	10,177.17
01-2009	0.00		0.00	0.00	9,404.97	79.88	10,257.05
02-2009	0.00		10.00	0.00	9,394.97	72.07	10,319.12
03-2009	0.00		10.00	0.00	9,384.97	79.71	10,388.83
04-2009	0.00		0.00	0.00	9,384.97	77.14	10,465.97
05-2009	0.00		0.00	0.00	9,384.97	79.71	10,545.68
06-2009	0.00		0.00	0.00	9,384.97	77.14	10,622.82
07-2009	100.00		0.00	0.00	9,484.97	79.71	10,802.53
08-2009	100.00		150.00	0.00	9,434.97	80.13	10,832.66
09-2009	100.00		150.00	0.00	9,384.97	77.14	10,859.80
10-2009	100.00		75.00	0.00	9,409.97	79.71	10,964.51
11-2009	100.00		25.00	0.00	9,484.97	77.34	11,116.85
12-2009	100.00		25.00	0.00	9,559.97	80.56	11,272.41
01-2010	100.00		20.00	0.00	9,639.97	81.19	11,433.60



MM-CCYY	Current Charge	Aid St	Support Paid		Principal Balance	Monthly Interest	Interest Balance	Total Balance
02-2010	100.00		20.00	0.00	9,719.97	73.95	1,867.58	11,587.55
03-2010	100.00		20.00	316.15	9,483.82	79.87	1,947.45	11,431.27
04-2010	100.00		20.00	0.00	9,563.82	77.95	2,025.40	11,589.22
05-2010	100.00		0.00	0.00	9,663.82	81.23	2,106.63	11,770.45
06-2010	100.00		0.00	0.00	9,763.82	79.43	2,186.06	11,949.88
07-2010	100.00		0.00	0.00	9,863.82	82.93	2,268.99	12,132.81
08-2010	100.00		125.00	0.00	9,838.82	83.56	2,352.55	12,191.37
09-2010	100.00		24.00	0.00	9,914.82	80.87	2,433.42	12,348.24
10-2010	100.00		25.00	0.00	9,989.82	84.21	2,517.63	12,507.45
11-2010	100.00		0.00	0.00	10,089.82	82.11	2,599.74	12,689.56
12-2010	100.00		45.00	0.00	10,144.82	85.69	2,685.43	12,830.25
01-2011	100.00		100.00	0.00	10,144.82	86.16	2,771.59	12,916.41
02-2011	100.00		0.00	0.00	10,244.82	77.82	2,849.41	13,094.23
03-2011	100.00		100.00	0.00	10,244.82	87.01	2,936.42	13,181.24
04-2011	100.00	ON	46.15	0.00	10,298.67	84.20	3,020.62	13,319.29
05-2011	100.00	ON	146.15	0.00	10,252.52	87.08	3,107.70	13,360.22
06-2011	100.00	ON	138.45	0.00	10,214.07	83.95	3,191.65	13,405.72
07-2011	100.00		0.00	0.00	10,314.07	86.75	3,278.40	13,592.47
08-2011	100.00		0.00	0.00	10,414.07	87.60	3,366.00	13,780.07
09-2011	100.00		46.15	0.00	10,467.92	85.59	3,451.59	13,919.51
10-2011	100.00		138.45	0.00	10,429.47	88.58	3,540.17	13,969.64
11-2011	100.00		0.00	0.00	10,529.47	85.72	3,625.89	14,155.36
12-2011	100.00		0.00	0.00	10,629.47	89.43	3,715.32	14,344.79
01-2012	100.00		0.00	0.00	10,729.47	90.03	3,805.35	14,534.82
02-2012	100.00		0.00	0.00	10,829.47	85.02	3,890.37	14,719.84
03-2012	100.00		292.30	0.00	10,637.17	90.10	3,980.47	14,617.64
04-2012	100.00		0.00	0.00	10,737.17	87.19	4,067.66	14,804.83
05-2012	100.00		0.00	660.00	10,182.58	85.40	4,147.65	14,330.23
06-2012	100.00		0.00	0.00	10,282.58	83.46	4,231.11	14,513.69
07-2012	100.00		0.00	0.00	10,382.58	87.09	4,318.20	14,700.78
08-2012	100.00		25.00	0.00	10,457.58	87.94	4,406.14	14,863.72
09-2012	100.00		0.00	0.00	10,557.58	85.72	4,491.86	15,049.44
10-2012	100.00		105.00	0.00	10,552.58	89.38	4,581.24	15,133.82
11-2012	100.00		0.00	0.00	10,652.58	86.50	4,667.74	15,320.32
12-2012	100.00		0.00	0.00	10,752.58	90.23	4,757.97	15,510.55
01-2013	100.00		100.00	0.00	10,752.58	91.32	4,849.29	15,601.87
02-2013	100.00	ON	48.00	480.00	10,324.58	78.80	4,928.09	15,252.67
03-2013	100.00	ON	133.00	0.00	10,291.58	87.41	5,015.50	15,307.08
04-2013	100.00	ON	369.00	0.00	10,022.58	82.38	5,097.88	15,120.46
05-2013	100.00	ON	100.00	0.00	10,022.58	85.12	5,183.00	15,205.58
06-2013	100.00	ON	0.00	0.00	10,122.58	82.38	5,265.38	15,387.96
07-2013	100.00		248.00	0.00	9,974.58	84.71	5,350.09	15,324.67
08-2013	100.00		298.00	0.00	9,776.58	83.03	5,433.12	15,209.70
09-2013	100.00		0.00	0.00	9,876.58	80.36	5,513.48	15,390.06
10-2013	100.00		0.00	0.00	9,976.58	83.88	5,597.36	15,573.94
11-2013	100.00		75.00	0.00	10,001.58	82.00	5,679.36	15,680.94
12-2013	100.00		0.00	0.00	10,101.58	84.94	5,764.30	15,865.88
01-2014	100.00		0.00	0.00	10,201.58	85.79	5,850.09	16,051.67
02-2014	100.00		0.00	0.00	10,301.58	78.26	5,928.35	16,229.93
03-2014	100.00		0.00	0.00	10,401.58	87.49	6,015.84	16,417.42
04-2014	100.00		0.00	0.00	10,501.58	0.00	6,015.84	16,517.42
<b>Totals:</b>	<b>19,630.00</b>		<b>8,105.76</b>	<b>2,080.15</b>		<b>7,073.33</b>		

DOC # 2012-0159718

04/06/2012 01:48P Fee:NC

Page 1 of 2

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



**RECORDING REQUESTED BY**

SAN JOAQUIN COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES

**COUNTY CODE:** 0607700

**WHEN RECORDED MAIL TO**

SAN JOAQUIN COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES

PO BOX 50

STOCKTON CA 95201-3050



**DOCUMENT TITLE**

**NOTICE OF SUPPORT JUDGMENT**

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and address):  
 Recording requested by and return to:  
 LORI A MESEKE, LEAD ATTORNEY  
 SAN JOAQUIN COUNTY  
 DEPARTMENT OF CHILD SUPPORT SERVICES  
 826 N CALIFORNIA ST  
 STOCKTON CA 95202-1820

TELEPHONE NO.: (866) 901-3212 0770201957-01

ATTORNEY FOR  JUDGMENT CREDITOR  ASSIGNEE OF RECORD

**FOR RECORDER'S USE ONLY**

IMAGED

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN JOAQUIN**

STREET ADDRESS: 540 E MAIN ST  
 MAILING ADDRESS: 540 E MAIN ST  
 CITY AND ZIP CODE: STOCKTON 95202-3030  
 BRANCH NAME: SAN JOAQUIN COUNTY SUPERIOR COURT

PETITIONER/PLAINTIFF: COUNTY OF SAN JOAQUIN  
 RESPONDENT/DEFENDANT: JACK JOHNSON

**ABSTRACT OF SUPPORT JUDGMENT**

CASE NUMBER:  
 FS044633

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

a. Judgment debtor's  
     name and last known address  
 JACK JOHNSON  
 1651 ORCHARD CV UNIT A  
 ELKO NV 89801-4689

b. Driver's license no. and state: 88515657 CALIFORNIA  Unknown

c. Social security number: XXX-XX-6251 (provide only last four digits)  Unknown

d. Birth date: 10/28/1949  Unknown

**FOR COURT USE ONLY**

This document is a notice under Family Code Section 4506.  
**Court stamp not required.**

Any electronic signature affixed below has been officially adopted by the requesting governmental agency.

Date: 03/23/2012  
 LORI A MESEKE  
 (TYPE OR PRINT NAME)

*Lori A Meseke*  
 (SIGNATURE OF APPLICANT OR ATTORNEY)

2. I CERTIFY that the judgment entered in this action contains an order for payment of spousal, family, or child support.

3. Judgment creditor (name): County of SAN JOAQUIN  
 Department of Child Support Services  
 whose address appears on this form above the court's name.

4.  The support is ordered to be paid to the following county officer (name and address):  
 SAN JOAQUIN  
 PO BOX 989067  
 WEST SACRAMENTO CA 95798-9067

5. Judgment debtor (full name as it appears in judgment):  
 JACK JOHNSON

6. a. A judgment was entered on (date): 04/11/2006  
 b. Renewal was entered on (date):  
 c. Renewal was entered on (date):

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

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

9.  This is an installment judgment.

[Seal]

This document is a notice under Family Code Section 4506.  
**No court seal required.**

This abstract issued on (date): **No date required under FC § 4506**

This document is a notice under Family Code Section 4506.

Clerk, by No signature required., Deputy

AFFIDAVIT OF MAILING

STATE OF CALIFORNIA )

)

COUNTY OF SAN JOAQUIN )

I, William Cossette, being duly sworn, deposes and say:

I am employed in San Joaquin County, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 826 North California Street, Stockton, California 95202.

That I deposited in the United States mail, copies of the attached Claim for Surplus Funds From Trustee's Sale in separate, sealed envelopes, first class mail, postage prepaid, addressed respectively as follows:

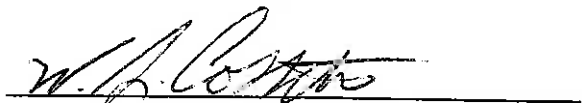
RIVERSIDE COUNTY TREASURER

P.O. BOX 12005

RIVERSIDE, CA 95202

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

Dated:



WILLIAM COSSETTE

**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 197 Item 208 Assessment No.: 773224006-7

Assessee: JOHNSON, JACK L & KIMBERLY M

Situs: 52140 AVENIDA HERRERA LA QUINTA 92253

Date Sold: August 20, 2013

Date Deed to Purchaser Recorded: October 2, 2013

Final Date to Submit Claim: October 2, 2014

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$130,261.39 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. \_\_\_\_\_; recorded on \_\_\_\_\_. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

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

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

Executed this 17<sup>th</sup> day of JUNE, 2014 at LOS ANGELES, CA  
County State

Jack L. Johnson  
Signature of Claimant

K. M. Johnson  
Signature of Claimant

JACK L. JOHNSON  
Print Name

KIMBERLY M JOHNSON  
Print Name

78705 BOTTLE BUSH DR  
Street Address

78705 BOTTLE BUSH DR.  
Street Address

LA QUINTA, CA 92253  
City, State, Zip

LA QUINTA, CA 92253  
City, State, Zip

1.310.597.4039  
Phone Number

1.310.597.4039  
Phone Number

**AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS**

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

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby make CS INVESTMENT SOLUTIONS INC. my agent to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 773224067 sold at public auction on \_\_\_\_\_. I understand that I AM NOT SELLING MY RIGHT TO THE REFUND, but merely naming an agent for collection purposes for my convenience.

I also understand that the total of excess proceeds available for refund is \$ 130,261.39 and that I have a right to file a claim for this refund on my own, without the help of an agent. For valuable consideration received my agent is appointed to act on my behalf.

[Signature]  
(Signature of Party of Interest)

CS INVESTMENT SOLUTIONS INC.  
(Name Printed)

4606 ADEWICH AVE  
(Address)

STATE OF CALIFORNIA )  
COUNTY OF Los Angeles )ss.

SHELMAN OAKS, CA 91403  
(City/State/Zip)

310 597 4039  
(Area Code/Telephone Number)

On June 17, 2014, before me, Stephanie M. Ruiz-Leon, Notary Public, personally appeared Brandon Cameron, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

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



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

\_\_\_\_\_  
(Signature of Agent)

\_\_\_\_\_  
(Name Printed)

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ )ss.

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip)

On \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, 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 of Notary)

(This area for official seal)



**CALIFORNIA** DRIVER LICENSE



DL  
EXP 01/26/2018 CLASS CMT  
LN JOHNSON END NONE  
FN JACK L  
DOB 01/26/1971 01281871  
SEX M HAIR BR EYES BLU  
HGT 5-06 WT 150 ISS  
DD 01/28/2013 BDFD18 04/28/2013

*Jack L. Johnson*



CALIFORNIA DRIVER LICENSE



EXP 09/29/2017  
END NONE

LN JOHNSON  
FN KIMBERLY MARIE

DOB 05/29/1977  
SEX NONE  
G3291671

*Kim Johnson*

SEX F HAIR BRN EYES BRN  
HGT 5-07 WGT 140  
DOB 05/29/1977 ISS 07/22/12

## Request for Taxpayer Identification Number and Certification

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

**Name (as shown on your income tax return)**  
**JACK L. JOHNSON**

**Business name/disregarded entity name, if different from above**

Check appropriate box for federal tax classification (required):  
 Individual/sole proprietor   
  C Corporation   
  S Corporation   
  Partnership   
  Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Other (see instructions) ▶

Exempt payee

**Address (number, street, and apt. or suite no.)**  
**78705 BOTTLEBRUSH DR.**

**City, state, and ZIP code**  
**LA QUINTA, CA 92253**

**Requester's name and address (optional)**

**List account number(s) here (optional)**

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

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

**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 ▶

Date ▶ **04-16-14**

**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.

Recording Requested By  
First American Title Company

RECORDING REQUESTED BY:

AND WHEN RECORDED, MAIL TO:

Jack L. Johnson  
Kimberly M. Johnson  
52140 Avenida Herrera  
La Quinta, CA 92253

DOC # 2000-21880

06/08/2000 08:00A Fee:9.00

Page 1 of 2 Doc 1 Tax Paid

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	DRP	TRAV
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A	R	L				COPY	LONG	REFUND	NCHG

9  
T  
SC

THIS SPACE FOR RECORDER'S USE ONLY

ASSESSOR'S PARCEL NO.: 773-224-006

TRA 020-091

TITLE ORDER NO.: 2163838

ESCROW NO.: 5970-ST

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

\$ 115.50 County \$ City

xx computed on the full value of the interest of property conveyed, or

— computed on the full value less the value of liens or encumbrances

remaining thereon at the time of sale.

— OR transfer is EXEMPT from tax for the following reason:

**GRANT DEED**

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

Lorin Grow and Marie Fran Grow,  
Husband and wife as Joint Tenants

hereby GRANT(S) to Jack L. Johnson and Kimberly M. Johnson, husband and wife as Joint Tenants

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

Lot 17 in Block 75 of Santa Carmelita at Vale La Quinta, Unit #10 as per map recorded in Book 18, page 70 of Maps records of Riverside County, California

Dated April 5, 2000

STATE OF CALIFORNIA, Florida  
COUNTY OF LAKE

ON May 17, 2000, before me Michelle M. Hewett Lorin Grow

, Notary Public, personally appeared

Marie Fran Grow

Marie Fran Grow

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

WITNESS my hand and official seal.

Signature: Michelle M. Hewett

MAIL TAX STATEMENTS TO:  
same as above

FLORIDA



(This area for official notary seal)

2163838-05

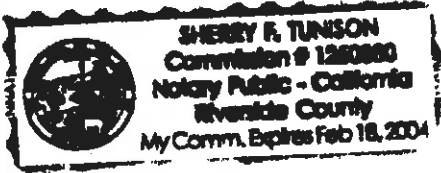
**ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside } SS.

On 4-5-2000 before me, Sherry F. Tunison  
(DATE) (NOTARY)  
 personally appeared Laron Ghaw  
SIGNER(S)

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.

Sherry F. Tunison  
NOTARY'S SIGNATURE

**OPTIONAL INFORMATION**

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

**CAPACITY CLAIMED BY SIGNER (PRINCIPAL)**      **DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

\_\_\_\_\_  
OTHER

**SIGNER IS REPRESENTING:**  
 NAME OF PERSON(S) OR ENTITY(IES)

**RIGHT THUMBPRINT**  
 OF  
 SIGNER



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