

FORM APPROVED COUNTY COUNSEL 7/28/15
 BY: GREGORY P. PRIAMOS DATE

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

266A



SUBMITTAL DATE:

JUL 28 2015

FROM: Don Kent, Treasurer-Tax Collector

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 196, Item 452. Last assessed to: James Fielder, an unmarried man. District 3 [\$14,905] Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Ambrose Bail Bonds for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 577160001-1;

(continued on page two)

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the April 29, 2013 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 20, 2013. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 17, 2013 to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

(continued on page two)

Don Kent
 Treasurer-Tax Collector

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost: | POLICY/CONSENT (per Exec. Office) |
|--|----------------------|-------------------|-------------|-------------------------------|---|
| COST | \$ 14,905 | \$ 0 | \$ 14,905 | \$ 0 | Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/> |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 | |
| SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale | | | | Budget Adjustment: N/A | |
| | | | | For Fiscal Year: 15/16 | |

C.E.O. RECOMMENDATION: APPROVE

BY: 7/10/15
 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: 3

Agenda Number:

9-49

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

FORM 11: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 196, Item 452. Last assessed to: James Fielder, an unmarried man. District 3 [\$14,905] Fund 65595 Excess Proceeds from Tax Sale.

DATE: JUL 28 2015

PAGE: Page 2 of 2

RECOMMENDED MOTION:

2. Authorize and direct the Auditor-Controller to issue a warrant to Ambrose Bail Bonds in the amount of \$14,905.85, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

BACKGROUND:

Summary (continued)

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

1. Claim from Ambrose Bail Bonds based on a Trust Deed and Note Securing Bail Bond recorded February 23, 2005 as Instrument No. 2005-0144982.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Ambrose Bail Bonds be awarded excess proceeds in the amount of \$14,905.85. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

Impact on Citizens and Businesses

Excess proceeds are being released to a lien holder of the property.

ATTACHMENTS (if needed, in this order):

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

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

To: Don Kent, Treasurer-Tax Collector

RECEIVED

Re: Claim for Excess Proceeds

2014 APR 23 PM 2: 35

TC 196 Item 452 Assessment No.: 577160001-1

RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

Assessee: FIELDER, JAMES

Situs: 42041 MANGALAR DR ANZA 92539

Date Sold: April 29, 2013

Date Deed to Purchaser Recorded: June 20, 2013

Final Date to Submit Claim: June 20, 2014


I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 14,905.85 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 here to. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

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

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

Executed this 23 day of APRIL, 2014 at RIVERSIDE, CA
County, State



Signature of Claimant

Signature of Claimant

WALTER AMBROSE

Print Name

Print Name

475 W. STETSON AVE., SUITE T-356

Street Address

Street Address

HEMET, CA 92543

City, State, Zip

City, State, Zip

951-894-1800

Phone Number

Phone Number

RECORDING REQUESTED BY:
 AMBROSE BAIL BONDS
 475 W. STETSON AVE. T-356
 HEMET, CA 92543 ✓

AND WHEN RECORDED MAIL TO:
 AMBROSE BAIL BONDS
 475 W. STETSON AVE. T-356
 HEMET, CA 92543

DOC # 2005-0144982 ✓

02/23/2005 08:00A Fee:48.00

Page 1 of 7

Recorded in Official Records
 County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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57-

TRUST DEED and NOTE SECURING BAIL BOND ✓

NO. R50-12212659 DEFENDANT JAMES THOMAS FIELDER

ORIGINAL PROMISSORY NOTE SECURED BY DEED OF TRUST

\$ 55,000- MURRIETA CALIFORNIA 12 23 04
 (City) (State) (Month) (Day) (Year)

ON DEMAND after date for value received, I promise to pay to the order of RANGER INSURANCE COMPANY the sum of _____ Dollars

FIFTY-FIVE THOUSAND 00/100
 with interest from date of payment after entry of Summary Judgment on Bail Bond until paid at the rate of 10 percent per annum, payable ON DEMAND, plus reasonable attorneys fees and court costs of collection.

Should interest not be paid it shall thereafter bear like interest as the principal, but such unpaid interest so compounded shall not exceed an amount equal to simple interest on the unpaid principal at the maximum rate permitted by law. Should default be made in payment of interest when due the whole sum of principal and interest shall become immediately due, at the option of the holder of this note. Principal and interest payable in lawful money of the United States. If action be instituted on this note I promise to pay such sum as the Court may fix as attorney's fees, and private investigation fees, court assessment, bail premiums, renewal premiums, and all other losses sustained by the company. This role is secured by a DEED of TRUST to the RANGER INSURANCE COMPANY, Beneficiary. AMBROSE BAIL BONDS Trustee.

X James Fielder _____ X

This Deed of Trust, made this 23rd day of December, 2004, between JAMES FIELDER hereinafter called TRUSTOR,

whose address is 47041 MANGALA DR ANZA CALIFORNIA 92539
 and AMBROSE BAIL BONDS hereinafter called TRUSTEE, and RANGER INSURANCE COMPANY, herein called BENEFICIARY, Witnesseth: that TRUSTOR hereby

GRANT TO TRUSTEE, IN TRUST, WITH POWER OF SALE, all of that property in RIVERSIDE county,

described as: LOT 1 RS 033/038

FOR THE PURPOSE OF SECURING the performance of each agreement of the TRUSTOR herein contained and the payment of the sum of \$ 55,000- with interest thereon

according to terms of the original promissory note of even date, made by the TRUSTOR in favor of the BENEFICIARY.

In addition to that set forth herein above, this DEED OF TRUST secures payment of all indebtedness, fees and expenses incurred by way of a BAIL BOND AGREEMENT executed by the undersigned on or about the date thereof in favor of above-detailed defendant and bond number.

To Protect the Security of this Deed of Trust, Trustor agrees: by execution and delivery of this Deed of Trust and the Note it secures, to be bound by provisions (1) thru (12) and (14) to (16) inclusive, contained in this Deed of Trust. The said provisions are hereby adopted and incorporated herein, by reference, and made a part hereof as fully as though set forth at length herein; that the references to property, obligations and parties in said provisions are construed to mean the property, obligations and the parties set forth in this Deed of Trust.

The Undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereafter be mailed to him at his address hereinabove set forth.

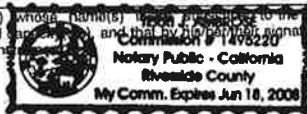
X James Fielder _____ X
 JAMES FIELDER (NAME PRINTED OR TYPED)

STATE OF CALIFORNIA } SS.

COUNTY OF RIVERSIDE } SS.

On DECEMBER 23, 2004 before me TERRI J. AMBROSE

personally appeared JAMES FIELDER whose name(s) upon presentation to me within instruments and acknowledged to me that he/she/they executed the same in his/her/their authorized signature(s) and that by his/her/their signature(s) on the instrument the person(s), of the entity upon behalf of which the person(s) acted executed the instrument.



TERRI J. AMBROSE
 Notary Public
 My commission expires JUNE 18, 2008



THIS SIDE MUST BE RECORDED

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. To pay to Beneficiary, upon request, in addition to payments specifically required hereunder and under any note secured hereby, in installments, at the times and in the amounts requested by Beneficiary, Sums which when accumulated will be sufficient to pay one month prior to the time the same become delinquent, all taxes, assessments and insurance premiums. If such sums exceed the amount so required, the excess may be released or held by Beneficiary to apply on subsequent payments of the same nature, but if such sums are insufficient, Trustor agrees to pay any deficiency on demand. If Trustor shall default under this deed beneficiary may apply all or any part of said funds then held on any obligation secured hereby.
2. Properly to care for and keep the property in good condition and repair and to keep all buildings thereon free from visible active termites, fungi or dry rot infestation; not to remove, alter or demolish any buildings or improvements thereon; to complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged, or destroyed thereon, and pay when due all costs incurred therefor, and, if the loan secured hereby, or any part thereof, is for the purpose of financing construction of improvements on said property, to complete the same in accordance with plans and specifications satisfactory to Beneficiary; to allow Beneficiary to inspect said property at all times during construction; to replace any work or materials unsatisfactory to beneficiary, within fifteen (15) calendar days after written notice from Beneficiary of such fact, which notice may be given to Trustor by registered mail sent to his last known address or by personal service; that work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15) calendar days, not to commit or permit waste of the property; to comply with all laws, covenants, conditions and restrictions affecting the property if said land be agricultural, properly to harvest and care for crops growing thereon and farm the property in a proper and husbandlike manner.
That, the Trustee, upon presentation to it of a statement in writing signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein and to act thereon hereunder.
3. To at all times provide, maintain in force and deliver to Beneficiary fire and such other insurance as may be required by Beneficiary in an amount satisfactory to and with loss payable to said Beneficiary; said insurance policies shall be in form and content and in such companies as may be satisfactory to the Beneficiary, and shall be delivered to and remain in possession of Beneficiary as further security for the faithful performance of these trusts. If said insurance policies have not been delivered to the Beneficiary thirty (30) days before the expiration of any of the said insurance, with evidence of the premium having been paid, the Beneficiary shall have the right, but is not obligated to obtain said insurance on behalf of the Trustor and pay the premium thereon. The amount collected under any fire or other insurance policy may be applied by Beneficiary to any indebtedness secured hereby and in such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act or for any insolvency of any insurer or insurance underwriter. Any and all unexpired insurance shall inure to the benefit of and pass to the purchaser of the property conveyed hereby at any Trustee's sale held hereunder.
4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this deed.
5. To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.
6. That, should Trustor fail to make any payments or to do any act as herein provided, the Beneficiary or Trustee, but without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrances, charge or lien which in the judgment of either appears to be prior or superior hereto, and exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
7. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, interest from date of expenditure at the rate provided in said Note; and to pay for any Beneficiary's written statement, regarding the obligation secured hereby, no more than allowed by law at the time such statement is requested by Trustor, his legal representative or escrow agent.
8. Any award of damages in connection with any condemnation for public use or of injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
9. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay.
10. Any sale, trade, exchange, conveyance or encumbrances of said property or any interest or part thereof, or change of occupancy thereof, without the written consent of the Beneficiary herein named, or its successors or assigns, shall give such Beneficiary, or its successors or assigns, the right to declare the then full unpaid balance of said note due and payable.
11. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of the Deed and all Notes secured hereby, for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may upon payment of its fees: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
12. That upon written request of Beneficiary, stating that all secured debts hereby have been paid, and upon surrender of this Deed and the Note or Notes it secures to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey without warranty, the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truthfulness thereof. The guarantor in such reconveyance may be described as "the person or persons legally entitled thereto." Five (5) years after issuance of such full reconveyance, Trustee may destroy said note and this Deed, unless directed in such request to retain them.
13. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale with written notice of default and of election to cause to be sold said property, which notice of Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, any Note or Notes and all documents evidencing expenditures or obligations secured hereby. The Trustee, upon presentation to it by Beneficiary of a written declaration of default and demand for sale, is authorized to accept as true and conclusive all facts and statements therein and to act thereon hereunder. After the lapse of such time as may be required by law following the recording of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which the property, if consisting of several known lots or parcels, shall be sold) at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of said property of public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate provided in said note; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto, upon proof of claim satisfactory to Trustee.
14. The Beneficiary or his successor in interest shall have the right to substitute a Trustee or Trustees in the place and stead of the written Trustee or any substituted Trustee by complying with the laws of the State recorded in providing therefor and upon the recording in the office of the County Recorder of said County an acknowledgment by the Trustee, acting at the date thereof, of the receipt of a copy of such substitution. It shall be the duty of any Trustee to make such acknowledgment when so requested upon presentation of the Deed and said note for endorsement and upon payment to it of an amount equal to the amount the Trustee would then charge for a Full Reconveyance.
15. This Deed applied to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall include not only the original Beneficiary hereunder but also any future owner and holder, including pledges, of the Note or Notes secured hereby; The term Trustor shall include not only the original Trustor hereunder but also any successor in interest to the Trustor and all future record owners of the property described herein. In this Deed whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
16. Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.



LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

<http://riverside.asclkrec.com>

NOTARY CLARITY

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

Name of Notary: TERRI J. AMBROSE

Commission #: 1495220

Place of Execution: RIVERSIDE

Date Commission Expires: JUNE 18, 2008

Date: 2-23-05

Signature: *Terri J. Ambrose*

Print Name: Terri J. Ambrose

ACR 186P-AS4RE0 (Rev. 01/2005)



2005-0144982
02/23/2005 08:00A
3 of 7

Public Record



LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

<http://riverside.asrclrec.com>

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

RECORDER OF SAID COUNTY on acknowledgment by the
TRUSTEE to make such acknowledgment when so
amount equal to the amount the Trustee would then
This deed applies to, inures to the benefit
assigns. The term Beneficiary shall include not
or notes secured hereby. The term Trustor shall
future record owners of the property described

Date: 2-23-05

Signature: *Terri J. Ambrose*

Print Name: Terri J. Ambrose

ACR 601P-AS4RE0 (Rev. 01/2005)



2005-0144982
02/23/2005 08:00A
4 of 7

Public Record



LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

<http://riverside.asrclkrec.com>

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

ATTACHEN FOR CLARITY

Date: 2-23-05

Signature: Terri J. Ambrose

Print Name: Terri J. Ambrose

ACR 601P-AS4RE0 (Rev. 01/2005)



2005-0144982
02/23/2005 08:00A
5 of 7

Public Record



2005-0144982
02/23/2005 08:09A
6 of 7

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TRUST DEED and NOTE SECURING BAIL BOND

NO. _____ DEFENDANT _____

ORIGINAL PROMISSORY NOTE SECURED BY DEED OF TRUST

\$ _____
(City) (State) (Month) (Day) (Year)

ON DEMAND after date for value received, I promise to pay to the order of RANGER INSURANCE COMPANY the sum of _____

_____ Dollars
with interest from date of payment after entry of Summary Judgment on Bail Bond until paid at the rate of 10 percent per annum, payable ON DEMAND, plus reasonable attorneys fees and court costs of collection.

Should interest not be paid it shall thereafter bear like interest as the principal, but such unpaid interest so compounded shall not exceed an amount equal to simple interest on the unpaid principal at the maximum rate permitted by law. Should default be made in payment of interest when due the whole sum of principal and interest shall become immediately due, at the option of the holder of this note. Principal and interest payable in lawful money of the United States. If action be instituted on this note I promise to pay such sum as the Court may fix as attorney's fees, and private investigation fees, court assessment, bail premiums, renewal premiums, and all other losses sustained by the company. This note is secured by a DEED OF TRUST to the RANGER INSURANCE COMPANY, Beneficiary, _____ Trustee.

X _____ X _____

This Deed of Trust, made this _____ day of _____, between _____ (Day) (Month) hereinafter called TRUSTOR,

whose address is _____ and _____ (Number and Street) (City) (State) (Zip Code)

hereinafter called TRUSTEE, and RANGER INSURANCE COMPANY, herein called BENEFICIARY, Witnesseth; that TRUSTOR hereby GRANT TO TRUSTEE, IN TRUST, WITH POWER OF SALE, all of that property in _____

_____ county,

described as:

FOR THE PURPOSE OF SECURING the performance of each agreement of the TRUSTOR herein contained and the payment of the sum of \$ _____ with interest thereon according to terms of the original promissory note of even date, made by the TRUSTOR in favor of the BENEFICIARY.

In addition to that set forth herein above, this DEED OF TRUST secures payment of all indebtedness, fees and expenses incurred by way of a BAIL BOND AGREEMENT executed by the undersigned on or about the date thereof in favor of above-detailed defendant and bond number.

To Protect the Security of this Deed of Trust, Trustor agrees: by execution and delivery of this Deed of Trust and the Note it secures, to be bound by provisions (1) thru (12) and (14) to (16) inclusive, contained in this Deed of Trust. The said provisions are hereby adopted and incorporated herein, by reference, and made a part hereof as fully as though set forth at length herein; that the references to property, obligations and parties in said provisions are construed to mean the property, obligations and the parties set forth in this Deed of Trust.

The Undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereafter be mailed to him at his address hereinabove set forth.

X _____ X _____

(NAME PRINTED OR TYPED)

(NAME PRINTED OR TYPED)

STATE OF _____

COUNTY OF _____ } SS.

On _____ before me _____

personally appeared _____ 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 instruments 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), of the entity upon behalf of which the person(s) acted executed the instrument.

S-0018 (3/00)

Notary Public

My commission expires: _____

Public Record



THIS SIDE MUST BE RECORDED

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. To pay to Beneficiary, upon request, in addition to payments specifically required hereunder and under any note secured hereby, in installments, at the times and in the amounts requested by Beneficiary, Sums which when accumulated will be sufficient to pay one month prior to the time the same become delinquent, all taxes, assessments and insurance premiums. If such sums exceed the amount so required, the excess may be released or held by Beneficiary to apply on subsequent payments of the same nature, but if such sums are insufficient, Trustor agrees to pay any deficiency on demand. If Trustor shall default under this deed beneficiary may apply all or any part of said funds then held on any obligation secured hereby.
2. Properly to care for and keep the property in good condition and repair and to keep all buildings thereon free from visible active termites, fungi or dry rot infestation; not to remove, alter or demolish any buildings or improvements thereon; to complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged, or destroyed thereon, and pay when due all costs incurred therefor, and, if the loan secured hereby, or any part thereof, is for the purpose of financing construction of improvements on said property, to complete the same in accordance with plans and specifications satisfactory to Beneficiary; to allow Beneficiary to inspect said property at all times during construction; to replace any work or materials unsatisfactory to beneficiary, within fifteen (15) calendar days after written notice from Beneficiary of such fact, which notice may be given to Trustor by registered mail sent to his last known address or by personal service; that work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15) calendar days, not to commit or permit waste of the property; to comply with all laws, covenants, conditions and restrictions affecting the property if said land be agricultural, property to harvest and care for crops growing thereon and farm the property in a proper and husbandlike manner.
- That, the Trustee, upon presentation to it of a statement in writing signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein and to act thereon hereunder.
3. To at all times provide, maintain in force and deliver to Beneficiary fire and such other insurance as may be required by Beneficiary in an amount satisfactory to and with loss payable to said Beneficiary; said insurance policies shall be in form and content and in such companies as may be satisfactory to the Beneficiary, and shall be delivered to and remain in possession of Beneficiary as further security for the faithful performance of these trusts. If said insurance policies have not been delivered to the Beneficiary thirty (30) days before the expiration of any of the said insurance, with evidence of the premium having been paid, the Beneficiary shall have the right, but is not obligated to obtain said insurance on behalf of the Trustor and pay the premium thereon. The amount collected under any fire or other insurance policy may be applied by Beneficiary to any indebtedness secured hereby and in such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act or for any insolvency of any insurer or insurance underwriter. Any and all unexpired insurance shall inure to the benefit of and pass to the purchaser of the property conveyed hereby at any Trustee's sale held hereunder.
4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this deed.
5. To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.
6. That, should Trustor fail to make any payments or to do any act as herein provided, the Beneficiary or Trustee, but without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrances, charge or lien which in the judgment of either appears to be prior or superior hereto, and exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
7. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, interest from date of expenditure at the rate provided in said Note; and to pay for any Beneficiary's written statement, regarding the obligation secured hereby, no more than allowed by law at the time such statement is requested by Trustor, his legal representative or escrow agent.
8. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
9. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay.
10. Any sale, trade, exchange, conveyance or encumbrances of said property or any interest or part thereof, or change of occupancy thereof, without the written consent of the Beneficiary herein named, or its successors or assigns, shall give such Beneficiary, or its successors or assigns, the right to declare the then full unpaid balance of said note due and payable.
11. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of the Deed and all Notes secured hereby, for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may upon payment of its fees: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
12. That upon written request of Beneficiary, stating that all secured debts hereby have been paid, and upon surrender of this Deed and the Note or Notes it secures to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey without warranty, the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truthfulness thereof. The guarantor in such reconveyance may be described as "the person or persons legally entitled thereto." Five (5) years after issuance of such full reconveyance, Trustee may destroy said note and this Deed, unless directed in such request to retain them.
13. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale of written notice of default and of election to cause to be sold said property, which notice of Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, any Note or Notes and all documents evidencing expenditures or obligations secured hereby. The Trustee, upon presentation to it by Beneficiary of a written declaration of default and demand for sale, is authorized to accept as true and conclusive all facts and statements therein and to act thereon hereunder. After the lapse of such time as may be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which the property, if consisting of several known lots or parcels, shall be sold) at public auction to the highest bidder for cash in lawful money of the United States, and payable at the time of sale. Trustee may postpone sale of all or any portion of said property of public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate provided in said note; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto, upon proof of claim satisfactory to Trustee.
14. The Beneficiary or his successor in interest shall have the right to substitute a Trustee or Trustees in the place and stead of the written Trustee or any substituted Trustee by complying with the laws of the State recorded in providing therefor and upon the recording in the office of the County Recorder of said County an acknowledgment by the Trustee, acting at the date thereof, of the receipt of a copy of such substitution. It shall be the duty of any Trustee to make such acknowledgment when so requested upon presentation of the Deed and said note for endorsement and upon payment to it of an amount equal to the amount the Trustee would then charge for a Full Reconveyance.
15. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall include not only the original Beneficiary hereunder but also any future owner and holder, including pledges, of the Note or Notes secured hereby. The term Trustor shall include not only the original Trustor hereunder but also any successor in interest to the Trustor and all future record owners of the property described herein. In this Deed whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
16. Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.



AMBROSE BAIL BONDS

475 West Stetson,
Suite T-356
Hemet, CA 92543
(951) 894-1800

Promissory Note State of California

Principal Amount: \$ 5000.00

12/23/04
(DATE)

BAIL BOND PREMIUM for JAMES THOMAS FIELDER

For value received, we the undersigned jointly and severally promise to pay to the order of Ambrose Bail Bonds, the sum of FIVE THOUSAND dollars (\$ 5000.00), with 0 % interest, in the following manner:

| PAYMENT AMOUNT | DUE DATE |
|-------------------|---------------|
| \$ <u>5000.00</u> | <u>2/1/05</u> |
| \$. | |
| \$. | |
| \$. | |
| \$. | |
| \$. | |

The note shall begin to accrue interest at the rate of 24.0% per annum when any payment becomes past due. A past due fee of twenty-five dollars shall be assessed in the event that any payment becomes past due. This note shall be due in full, at the option of the holder should any payment become past due.

In the event that this note must be placed with an attorney or other agent for the purpose of collection, the undersigned agree to pay all costs associated with such action.

J. Fielder
(SIGNATURE)

(SIGNATURE)

JAMES FIELDER
(PRINT NAME)

(PRINT NAME)

(SIGNATURE)

(SIGNATURE)

(PRINT NAME)

(PRINT NAME)



475 West Stetson
Suite T-356
Hemet, CA 92543
(951) 894-1800

Help When You Need It Most!

July 2, 2015

Assessment No.: 577160001-1 Item: 452
Situs Address: 42041 Mangalar Dr. Anza 92539
Assessee: Fielder, James
Date Sold: April 29, 2013
Date Deed to Purchaser Recorded: June 20, 2013

Dear Jennifer,

As of April 29, 2013, the amount owed on the Fielder, James account was \$27,972.53. No payments have been made on this account from the time it was opened.

Thank you,

Walter Ambrose
Owner

Pazicni, Jennifer

EP 196-452

From: Trevino, Fran <Fran.Trevino@FairmontSpecialty.com>
Sent: Tuesday, July 07, 2015 2:56 PM
To: Pazicni, Jennifer
Cc: 'abb2m4x@yahoo.com'; 'fred ambrose'; Crawford, Robert
Subject: James Fielder - Assessment No. 577160001-1
Attachments: fielder tax letter.pdf; fielder deed.pdf

Ms. Jennifer Pazicni:

This will serve to confirm that the promissory note executed by Mr. Fielder secured by the Deed of Trust remains outstanding.

Accordingly, the amount of \$5,000 should be remitted to Mr. Ambrose if excess proceeds are available to pay off the amount due to Mr. Ambrose.

If you have any questions please feel free to contact our office.

Frances V. Trevino, CLA | Litigation & Collections Manager, Surety Division
Fairmont Specialty | a member of the Crum & Forster Enterprise
11490 Westheimer Road, Ste. 935 | Houston, TX 77077 | United States
B: +1.713.954.8349 | M: +1.832.524.6016 | F: +1.877.622.6240
FTrevino@FairmontSpecialty.com | www.fairmontspecialty.com



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Pazicni, Jennifer

From: Pazicni, Jennifer
Sent: Thursday, July 02, 2015 3:53 PM
To: 'fred ambrose'
Cc: Potenciano, Adrian (APotenciano@co.riverside.ca.us); Taylor, Desiree (DDTaylor@co.riverside.ca.us)
Subject: RE: Assessment 577160001-1 Fielder, James

Thank you for the documents. I do have one more request. Ambrose Bail Bonds is the Trustee of the Deed of Trust. Would you be able to provide a document from the beneficiary, Ranger Insurance Company, stating that Ambrose Bail Bonds can claim the excess proceeds on their behalf?

If you have any questions, please give me a call. I will be back in the office after noon on Monday.

Thank you!

Jennifer Pazicni
Riverside County Treasurer-Tax Collector's Office Tax Sale Operations/Excess Proceeds
951 955-3336

-----Original Message-----

From: fred ambrose [<mailto:abb2m4x@yahoo.com>]
Sent: Thursday, July 02, 2015 3:22 PM
To: Pazicni, Jennifer
Subject: Assessment 577160001-1 Fielder, James

Thank you for your help.

Walt

Pazicni, Jennifer

From: fred ambrose <abb2m4x@yahoo.com>
Sent: Thursday, July 09, 2015 5:27 PM
To: Pazicni, Jennifer
Subject: RE: Assessment 577160001-1 Fielder, James

Hi Jennifer,

I put \$5000.00 at 24% into an interest calculator. And that's the number it spit out.
The chart below is for simple interest compounded annually (not daily).
The difference in the amount is due to this chart is only until the end of year 8 (02/01/13).

| Year | Beginning Amount | Interest Rate | Interest Incurred | Ending Balance |
|------|------------------|---------------|-------------------|----------------|
| 1 | \$5,000.00 | 0.24 | \$1,200.00 | \$6,200.00 |
| 2 | \$6,200.00 | 0.24 | \$1,488.00 | \$7,688.00 |
| 3 | \$7,688.00 | 0.24 | \$1,845.12 | \$9,533.12 |
| 4 | \$9,533.12 | 0.24 | \$2,287.95 | \$11,821.07 |
| 5 | \$11,821.07 | 0.24 | \$2,837.06 | \$14,658.13 |
| 6 | \$14,658.13 | 0.24 | \$3,517.95 | \$18,176.08 |
| 7 | \$18,176.08 | 0.24 | \$4,362.26 | \$22,538.33 |
| 8 | \$22,538.33 | 0.24 | \$5,409.20 | \$27,947.53 |

Walt

On Tue, 7/7/15, Pazicni, Jennifer <JPazicni@co.riverside.ca.us> wrote:

Subject: RE: Assessment 577160001-1 Fielder, James
To: "fred ambrose" <abb2m4x@yahoo.com>
Date: Tuesday, July 7, 2015, 4:29 PM

Mr. Ambrose,

Would you please include a
breakdown on how you came to the total amount owed being \$27,972.53?

Thank you!

Jennifer Pazicni
Riverside County Treasurer-Tax Collector's Office Tax Sale Operations/Excess Proceeds
951 955-3336

-----Original Message-----

From: fred ambrose [<mailto:abb2m4x@yahoo.com>]

Sent: Thursday, July 02, 2015 3:22 PM
To: Pazicni, Jennifer
Subject:
Assessment 577160001-1 Fielder, James

Thank you for your help.

Walt

Accrued Interest for Deed of Trust on 577160001-1 (Ambrose Bail Bonds)

| | | |
|--|--------------|--------------------|
| Original Loan Amount | | \$5,000.00 |
| % Rate 24 per annum = \$1,200 per year | | |
| Interest per day = \$3.28 | | |
| | | |
| Amount owing as of 02/02/2005 | | \$5,000.00 |
| Interest from 02/02/05 to 02/02/06 | \$1,200.00 | \$6,200.00 |
| Interest from 02/02/06 to 02/02/07 | \$1,200.00 | \$7,400.00 |
| Interest from 02/02/07 to 02/02/08 | \$1,200.00 | \$8,600.00 |
| Interest from 02/02/08 to 02/02/09 | \$1,200.00 | \$9,800.00 |
| Interest from 02/02/09 to 02/02/10 | \$1,200.00 | \$11,000.00 |
| Interest from 02/02/10 to 02/02/11 | \$1,200.00 | \$12,200.00 |
| Interest from 02/02/11 to 02/02/12 | \$1,200.00 | \$13,400.00 |
| Interest from 02/02/12 to 02/02/13 | \$1,200.00 | \$14,600.00 |
| Interest from 02/02/12 to 04/29/13 (86 days) | \$282.74 | \$14,882.74 |
| | | |
| Late Fee | \$25.00 | |
| | Total | \$14,907.74 |