

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS 8/19/15  
 DATE

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

315A



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

**SUBMITTAL DATE:**  
 AUG 19 2015

**SUBJECT:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 199, Item 89. Last assessed to: Javier Leyva and Martha Tapia Leyva, husband and wife as joint tenants. District 1 [\$22,613] Fund 65595 Excess Proceeds from Tax Sale.

**RECOMMENDED MOTION:** That the Board of Supervisors:  
 1. Approve the claim from Jonathan Benvenisti and Jennifer Benvenisti for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 319152006-5;  
 (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 February 4, 2014 public auction sale. The deed conveying title to the purchasers at the auction was recorded March 21, 2014. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on April 22, 2014 to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.  
 (continued on page two)

*Don Kent*  
 Don Kent

Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 22,613	\$ 0	\$ 22,613	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Fund 65595 Excess Proceeds from Tax Sale  
**Budget Adjustment:** N/A  
**For Fiscal Year:** 15/16

**C.E.O. RECOMMENDATION:** APPROVE

BY: *Samuel Wong 9/14/15*  
 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: 1 | Agenda Number:

9-60

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

**FORM 11:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 199, Item 89. Last assessed to: Javier Leyva and Martha Tapia Leyva, husband and wife as joint tenants. District 1 [\$22,613] Fund 65595 Excess Proceeds from Tax Sale.

**DATE:** AUG 19 2015

**PAGE:** Page 2 of 2

**RECOMMENDED MOTION:**

2. Deny the claim from Javier Leyva and Martha Leyva;
3. Authorize and direct the Auditor-Controller to issue a warrant to Jonathan Benvenisti and Jennifer Benvenisti in the amount of \$22,613.34, 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 two claims for excess proceeds:

1. Claim from Jonathan Benvenisti and Jennifer Benvenisti based on a Long Form Deed of Trust recorded March 12, 2008 as Instrument No. 2008-0120893.
2. Claim from Javier Leyva and Martha Leyva based on a Grant Deed recorded March 12, 2008 as Instrument No. 2008-0120892.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Jonathan Benvenisti and Jennifer Benvenisti be awarded excess proceeds in the amount of \$22,613.34. Since the amount claimed by Jonathan Benvenisti and Jennifer Benvenisti exceeds the amount of excess proceeds available, there are no funds available for the consideration for the claim from Javier Leyva and Martha Leyva. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

**Impact on Citizens and Businesses**

Excess proceeds are being released to the deed of trust holder of the property.

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

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

**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 199 Item 89 Assessment No.: 319152006-5

Assessee: LEYVA, JAVIER & MARTHA TAPIA

Situs: \*

Date Sold: February 4, 2014

Date Deed to Purchaser Recorded: March 21, 2014

Final Date to Submit Claim: March 23, 2015

RECEIVED  
2014 MAY 19 PM 2:11  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 22,613.34 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.**

PLEASE SEE DOCUMENTS ATTACHED TO EXAM FORM.

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 12<sup>TH</sup> day of MAY, 2014 at SAN BERNARDINO, CA  
County, State

[Signature]  
Signature of Claimant

[Signature]  
Signature of Claimant

SONNIA BENVENISTI  
Print Name

Jennifer Benvenisti  
Print Name

7111 DEVON AVE  
Street Address

7111 DEVON AVE  
Street Address

HIGHTLAND, CA 92346  
City, State, Zip

HIGHTLAND, CA 92346  
City, State, Zip

(909) 855-1014  
Phone Number

(909) 534-7695  
Phone Number

RECORDING REQUESTED BY:

Fidelity National Title Company

AND WHEN RECORDED, MAIL TO:

Jonathan & Jennifer Benvenisti  
1048 Torrey Pine Drive  
Colton, CA 92324

DOC # 2008-0120893

03/12/2008 08:00A Fee: 15.00

Page 1 of 3

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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LONG FORM DEED OF TRUST

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029

ASSESSOR'S PARCEL NO.: 319-152-006-5  
TITLE ORDER NO.: 33371207  
ESCROW NO.: 3644-KR

This Deed of Trust, made this February 21, 2008

between

Trustor: Javier Leyva and Martha Tapia Leyva, Husband and Wife as Joint Tenants  
whose address is 20671 Verta Street, Perris CA 92570

Trustee: Fidelity National Title Company, and

Jonathan Benenisti and Jennifer Benvenisti, Husband and Wife as Joint Tenants, herein called Beneficiary,

Witness: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Riverside, State of California, described as: LOT 267, OF UPTON ACRES 4, AS SHOWN BY MAP ON FILE IN BOOK 14 PAGE 69 OF MAPS, RECORDS OF RIVERSIDE COUNTY.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of Securing:

1. Performance of each agreement of Trustor herein contained in paragraphs 1 through 14 as shown on pages 2 and 3 hereof. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of SIXTY-SEVEN THOUSAND FIVE HUNDRED AND 00/100 Dollars (\$67,500.00) executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

Dated:

STATE OF CALIFORNIA,

COUNTY OF RIVERSIDE  
ON 02/23/08, before me, GENE G. SAIS

Notary Public, personally appeared

MARTHA TAPIA LEYVA  
JAVIER LEYVA

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.

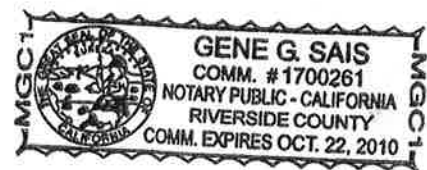
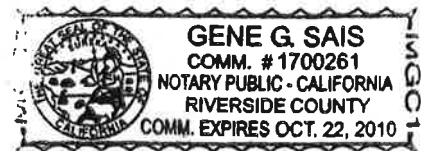
WITNESS my hand and official seal.

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

Signature

*Martha Tapia Leyva*  
Martha Tapia Leyva

*Javier Leyva*  
Javier Leyva



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

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare fault for failure so to pay.

(8) That any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey only part of said property; consent to the making of any map or plot thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

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

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

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

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

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

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

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

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

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

**REQUEST FOR FULL RECONVEYANCE**

To be used only when Note has been paid.

Dated: \_\_\_\_\_

**To Fidelity National Title Company, Trustee:**

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

MAIL RECONVEYANCE TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

**THIS FORM MUST BE NOTARIZED**

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

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

**Fidelity National Title Company AS TRUSTEE**

DO NOT DESTROY THIS NOTE: When paid, this note and the Deed of Trust must be surrendered to Fidelity National Title Company with request for reconveyance.

**INSTALLMENT NOTE/BALLOON  
(INTEREST ONLY)**

(This note contains an acceleration clause)

\$67,500.00.....Rancho Cucamonga, California, February 21, 2008

In installments and at the times hereinafter stated, for value received I/We Promise(s) to pay to

**Jonathan Benenisti and Jennifer Benvenisti, Husband and Wife as Joint Tenants**

or order, at **1048 Torrey Pine Drive, Colton, CA 92324**

The principal sum of SIXTY-SEVEN THOUSAND FIVE HUNDRED AND 00/100 Dollars, with interest from March 1, 2008 on the amounts of Interest remaining from time to time unpaid, until said principal sum is paid, at the rate of 8.500 percent, per annum. Interest due is monthly installments of Three Hundred Eighteen Dollars and Seventy Five Cents, (\$318.75), or more on the 1<sup>st</sup> day of each and every month, beginning on the 1<sup>st</sup> day of March, 2008

**And continuing until said principal sum and the interest thereon has been fully paid OR in FIFTEEN YEARS ending February 1, 2023, which ever comes first. AT ANY TIME, THE PRIVILEGE IS RESERVED TO PAY MORE THAN THE SUM DUE.** Each payment shall be credited first, on the interest then due; and the remainder on the principal sum; and interest shall thereupon cease upon the amount so credited on the said principal sum. Should default be made in the payment of any of said installments when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note.

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

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

**BALLOON PAYMENT NOTICE:** This note is subject to section 2966 of the California Civil Code, which provides that the holder of this note shall give written notice to the payor(s) or his/her/their successor(s) in interest, of prescribed information at least 90 and not more than 150 days before any balloon payment is due.

Each payment shall be credited first to interest then due, and the remainder applied to principal; and interest shall thereupon cease upon the principal so credited. Should interest not be so paid, it shall thereafter bear like interest as the principal; but such unpaid interest so compounded shall not exceed an amount equal to simple interest on the unpaid principal at the maximum rate permitted by law.

  
Martha Tapia Leyva

  
Javier Leyva

April 30, 2014

To whom it may concern,

We are writing this letter, under penalty of perjury, to provide information indicating our interest with assessment number: 319152006-5 which was sold on 2/4/2014 and recorded on 3/21/2014.

**Original amount of the lien: \$67,500**

**Interest rate calculated at: 8.50%**

**Monthly installments to be made: \$318.75**

**Full payment to have been made: 15 years**

**Total payments received to date: \$7,800.00**

**Amount still owed on lien: \$77,961.94**

Please see documents attached to the claim form for additional information.

Thank you for your attention to this matter. If you should have any questions, or need additional documentation, please contact Jonathan Benvenisti at 909.855.1014 or Jennifer Benvenisti at 909.534.7695

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Jonathan Benvenisti

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Jennifer Benvenisti



April 17, 2008

Javier & Martha Leyva  
20671 Verta Street  
Perris, CA 92570

Dear Mr. & Mrs. Leyva:

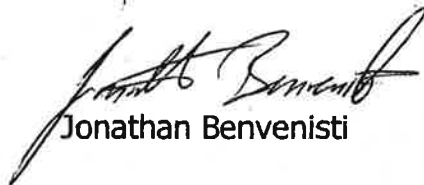
According to the note on the Verta lot, you purchased from us, your first payment was due March 1, 2008, but since escrow did not close until the middle of March, your first payment was due April 1, 2008. As of today we still have not received your first month's payment and now you are late. We are exercising our right to the late payment as of now.

You currently owe \$318.75 for April 1, 2008 plus a late fee of \$25.00. Your next payment is due May 1, 2008. I am willing to give you a grace period of 15 days before placing the late fee upon your payment. According to the note we have the right to charge you a \$25.00 late, but there is no given time frame of when the payment is considered late, therefore the note basically states it is late in the second of the month.

Please mail your April payment and late fee totaling \$343.75 to our address 1048 Torrey Pine Dr., Colton, CA 92324 immediately. We will not be sending a reminder or an invoice for your payment. It is your responsibility to send each month's payment on time. If you have any questions, you can contract your agent.

Sincerely,

  
Jennifer Benvenisti

  
Jonathan Benvenisti

mailed 4/18/08

August 15, 2008

Javier & Martha Leyva  
20671 Verta Street  
Perris, CA 92570

Dear Mr. & Mrs. Leyva:

As of today date we have not received your July or August 2008 payments on the Verta lot. Your monthly payments are due on the first of each month and are considered late as of the 15<sup>th</sup> of each month. Continuously being late is causing your balance to increase.

Please mail your payments and late fees totaling \$687.50 (\$318.75 & \$25 for each month), immediately to Jennifer Benvenisti, 1048 Torrey Pine Dr., Colton, CA 92324. This also serves as a reminder that your September payment is due on September 1<sup>st</sup>. If you have already sent your payment, we thank you and please disregard this letter.

Sincerely,

  
Jennifer Benvenisti

  
Jonathan Benvenisti

mailed  
8/16/08

September 11, 2008

Javier and Martha Leyva  
20671 Verta Street  
Perris, CA 92570

Dear Mr. and Mrs. Leyva,

As you are aware, you have a Promissory Note to us for the purchase of the raw land we sold to you. As the Note stipulates, the loan was originally for the amount of \$67,500.00 bearing interest at 8.5% with a monthly payment minimum of \$318.75.

This letter is provided to you to show you the accounting that is done monthly on your payments. As you are aware, the monthly payment of \$318.75 that you are paying does not cover the interest each month and, therefore, the balance on the loan increases monthly. The balance now due on the loan as of September 1, 2008 is \$68,319.51 and will continue to increase monthly as long as the monthly payment is less than the interest per month.

If you wish to increase your payment starting October 1, 2008 to the amount of \$483.70 that will pay the interest each month, but will not reduce the balance below the \$68,319.51.

Another alternative is to pay a payment of \$684.32 for the remainder of the 15 years to have this loan paid off in 14 years, 6 months.

As we said, the current balance of the loan is \$68,319.51. We would be willing to accept \$65,000.00 to consider the loan as paid in full. If that doesn't interest you, we

may consider selling the loan to a speculator, but be aware they are usually known to be uncooperative and punitive if any payments are late.

Please discuss this matter with your advisors and contact us or our advisor, Joseph G. Pratte at (951) 686-3033 to discuss the above options further.

If we don't hear from you, we will take that as your agreement to continue your current payment of \$318.75 monthly, but your understanding that your balance owed will increase each month.

Sincerely,

Jonathan Benvenisti

Jennifer Benvenisti





DATE	BALANCE from F	INTEREST .708*b	BAL DUE B + C	PAYMENT	BALANCE D-E
04/01/08	\$67,500.00	\$477.90	\$67,977.90	\$0.00	\$67,977.90
05/01/08	\$67,977.90	\$481.28	\$68,459.18	\$687.50	\$67,771.68
06/01/08	\$67,771.68	\$479.82	\$68,251.51	\$0.00	\$68,251.51
07/01/2008	\$68,251.51	\$483.22	\$68,734.73	\$343.75	\$68,390.98
08/01/2008	\$68,390.98	\$484.21	\$68,875.19	\$0.00	\$68,875.19
09/01/2008	\$68,875.19	\$487.64	\$69,362.82	\$343.75	\$69,019.07
10/01/2008	\$69,019.07	\$488.66	\$69,507.73	\$0.00	\$69,507.73
11/01/2008	\$69,507.73	\$492.11	\$69,999.84	\$0.00	\$69,999.84
12/01/2008	\$69,999.84	\$495.60	\$70,495.44	\$1,350.00	\$69,145.44
01/01/2009	\$69,145.44	\$489.55	\$69,634.99	\$0.00	\$69,634.99
02/01/2009	\$69,634.99	\$493.02	\$70,128.01	\$0.00	\$70,128.01
03/01/2009	\$70,128.01	\$496.51	\$70,624.51	\$0.00	\$70,624.51
04/01/2009	\$70,624.51	\$500.02	\$71,124.53	\$0.00	\$71,124.53
05/01/2009	\$71,124.53	\$503.56	\$71,628.10	\$1,275.00	\$70,353.10
06/01/2009	\$70,353.10	\$498.10	\$70,851.20	\$0.00	\$70,851.20
07/01/2009	\$70,851.20	\$501.63	\$71,352.82	\$0.00	\$71,352.82
08/01/2009	\$71,352.82	\$505.18	\$71,858.00	\$0.00	\$71,858.00
09/01/2009	\$71,858.00	\$508.75	\$72,366.75	\$0.00	\$72,366.75
10/01/2009	\$72,366.75	\$512.36	\$72,879.11	\$0.00	\$72,879.11
11/01/2009	\$72,879.11	\$515.98	\$73,395.10	\$0.00	\$73,395.10
12/01/2009	\$73,395.10	\$519.64	\$73,914.73	\$0.00	\$73,914.73
01/01/2010	\$73,914.73	\$523.32	\$74,438.05	\$1,000.00	\$73,438.05
02/01/2010	\$73,438.05	\$519.94	\$73,957.99	\$0.00	\$73,957.99
03/01/2010	\$72,805.74	\$515.46	\$73,321.20	\$0.00	\$73,321.20
04/01/2010	\$73,321.20	\$519.11	\$73,840.31	\$0.00	\$73,840.31
05/01/2010	\$73,840.31	\$522.79	\$74,363.10	\$0.00	\$74,363.10
06/01/2010	\$74,363.10	\$526.49	\$74,889.59	\$1,300.00	\$73,589.59
07/01/2010	\$74,889.59	\$530.22	\$75,419.81	0	\$75,419.81
08/01/2010	\$74,119.81	\$524.77	\$74,644.58	\$0.00	\$74,644.58
09/01/2010	\$74,644.58	\$528.48	\$75,173.06	\$1,500.00	\$73,673.06
10/01/2010	\$75,173.06	\$532.23	\$75,705.29	0	\$75,705.29
11/01/2010	\$74,205.29	\$525.37	\$74,730.66	\$0.00	\$74,730.66
12/01/2010	\$74,730.66	\$529.09	\$75,259.75	\$0.00	\$75,259.75
01/01/2011	\$75,259.75	\$532.84	\$75,792.59	\$0.00	\$75,792.59
02/01/2011	\$75,792.59	\$536.61	\$76,329.20	\$0.00	\$76,329.20
03/01/2011	\$76,329.20	\$540.41	\$76,869.61	\$0.00	\$76,869.61
04/01/2011	\$76,869.61	\$544.24	\$77,413.85	\$0.00	\$77,413.85
05/01/2011	\$77,413.85	\$548.09	\$77,961.94	\$0.00	\$77,961.94

## Taylor, Desiree

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**From:** Jon <[jonbenvenisti@sbcglobal.net](mailto:jonbenvenisti@sbcglobal.net)>  
**Sent:** Tuesday, July 28, 2015 9:20 AM  
**To:** Taylor, Desiree  
**Cc:** Jonathan Benvenisti  
**Subject:** Assessment No. 319152006-5

Good morning Desiree,

Thank you for your time in explaining the process and the additional information you need to complete our file.

There have been no payments received regarding the outstanding loan of this property since the claim was filed in 2014. Actually, there have not been any payments received since 2010.

If you shall need any other documentation regarding this file, please contact me as soon as possible.

Thank you,

Jon Benvenisti  
Phone: 909.855.1014  
Email: [jonbenvenisti@sbcglobal.net](mailto:jonbenvenisti@sbcglobal.net)



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

RECEIVED

2014 OCT -2 PM 2: 09

RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 199 Item 89 Assessment No.: 319152006-5

Assessee: LEYVA, JAVIER & MARTHA TAPIA

Situs:

Date Sold: February 4, 2014

Date Deed to Purchaser Recorded: March 21, 2014

Final Date to Submit Claim: March 23, 2015

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_

County, State

Javier Leyva  
Signature of Claimant

Martha Leyva  
Signature of Claimant

Javier Leyva  
Print Name

Martha Leyva  
Print Name

20647 Verta St  
Street Address

20647 Verta St  
Street Address

Perris Ca, 92570  
City, State, Zip

Perris Ca, 92570  
City, State, Zip

(909) 841 82 95  
Phone Number

(909) 841 82 95  
Phone Number

RECORDING REQUESTED BY:  
Fidelity National Title Company

AND WHEN RECORDED, MAIL TO:  
Martha Tapia Leyva  
20671 Verta Street  
Perris, CA 92570

DOC # 2008-0120892  
03/12/2008 08:00A Fee:27.00  
Page 1 of 1 Doc T Tax Paid  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



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									029

### GRANT DEED

27

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029

TEA 098110  
ASSESSOR'S PARCEL NO.: 319-152-006-5  
TITLE ORDER NO.: 33371207  
ESCROW NO.: 3644-KR

The undersigned Grantor(s) declare that the DOCUMENT TRANSFER TAX IS:  
\$ 82.50 County  
 computed on the full value of the interest of property conveyed, or  
 computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.  
 OR transfer is EXEMPT from tax for the following reason:

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Jonathan ~~Benenisti~~ and Jennifer Benvenisti, Husband and Wife as Joint Tenants

hereby GRANT(S) to Javier Leyva and Martha Tapia Leyva , Husband and Wife as Joint Tenants

all that real property situated in the City of Perris, County of Riverside, State of CA, described as: LOT 267, OF UPTON  
ACRES 4, AS SHOWN BY MAP ON FILE IN BOOK 14 PAGE 69 OF MAPS, RECORDS OF RIVERSIDE COUNTY.

Dated February 21, 2008

State of California }  
County of San Bernardino }  
On February 22nd, 2008,  
Before me, Teala Duhaime, Notary Public,  
Personally appeared Jonathan Benvenisti  
and Jennifer Benvenisti

Jonathan Benvenisti  
Jonathan Benvenisti  
Jennifer Benvenisti  
Jennifer Benvenisti

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

Signature

Teala Duhaime



(This area for official notary seal)

MAIL TAX STATEMENTS TO:  
Martha Tapia Leyva  
20671 Verta Street  
Perris, CA 92570