

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

Departmental Concurrence

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

295A



FROM: Don Kent, Treasurer-Tax Collector

SUBMITTAL DATE:

JUL 28 2015

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 199, Item 456. Last assessed to: Charles Smith III and Angela Smith, husband and wife as joint tenants. District 3 [\$293,229] Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Green Tree Servicing LLC, for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 959331026-4;

(continued on page two)

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the 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)

[Signature]
 Don Kent

Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 293,229	\$ 0	\$ 293,229	\$ 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
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: _____ District: 3 Agenda Number:

9-67

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 456. Last assessed to: Charles Smith III and Angela Smith, husband and wife and joint tenants. District 3 [\$293,229] Fund 65595 Excess Proceeds from Tax Sale.

DATE: JUL 28 2015

PAGE: Page 2 of 3

RECOMMENDED MOTION:

2. Approve the claim from Found Extra Money, LLC. agent for Charles Smith III, last assessee; for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 959331026-4;
3. Deny the claims from GCFS, Inc.
4. Authorize and direct the Auditor-Controller to issue a warrant to Green Tree Servicing LLC., in the amount of \$291,530.23, and Found Extra Money, LLC., agent for Charles Smith III in the amount of \$1,699.63, 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.
5. Authorize and direct the Treasurer-Tax Collector to transfer the unclaimed excess proceeds in the amount of \$1,699.63 to the county general fund pursuant to Revenue and Taxation Code Section 4674.

BACKGROUND:

Summary (continued)

Revenue and Taxation Code 4676 (b) states that the county shall make reasonable effort to obtain the name and last known mailing address of the parties of interest. Then, if the address of the party of interest cannot be obtained, the county shall publish notice of the right to claim excess proceeds in a newspaper of general circulation in the county as per Revenue and Taxation Code 4676 (c). The Treasurer-Tax Collector's Office has made it a policy to take the following actions to locate the rightful party of the excess proceeds.

- Examined title reports to notify all parties of interest attached to the parcel.
- Researched all last assessee's through the County's Property Tax System for any parties of interest.
- Used Accurint (people finder) to notify any new addresses that may be listed for our parties of interest.
- Advertised in newspapers for three consecutive weeks in the Desert Sun, Palo Verde Valley Times and the Press Enterprise referring any parties of interest to file a claim for the excess proceeds.
- Sent out a certified mailing within 90 days as required by Revenue and Taxation Code 4675.

According to Revenue and Taxation Code 4675 (a) Any party of interest in the property may file with the county a claim for the excess proceeds, in proportion to his or her interest held with others of equal priority in the property at the time of the sale, at any time prior to the expiration of the one year following the recordation of the Tax Collector's deed to the Purchaser, which was recorded on May 21, 2014.

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

1. Claim from Green Tree Servicing, LLC., based on a Deed of Trust recorded April 29, 2005 as Instrument No. 2005-0340590 and a Corporate Assignment of Deed of Trust recorded October 3, 2013 as Instrument No. 2013-0478654.
2. Claim from Found Extra Money, LLC., agent for Charles Smith III, based on an Authorization for Agent to Collect Excess Proceeds dated December 17, 2014 and a Grant Deed recorded July 2, 2003 as Instrument No. 2003-492781.
3. Claims from GCFS, Inc, based on Abstract of Judgment recorded October 16, 2008 as Instrument No. 2008-0557714 and Abstract of Judgment recorded October 2, 2009 as Instrument No. 2009-0512275.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Green Tree Servicing LLC. be awarded excess proceeds in the amount of \$291,530.23. The claim from Found Extra Money, agent for Charles Smith III be awarded excess proceeds in the amount of \$1,699.63. The claims from GCFS, Inc. be denied since the liens filed are not associated with our assessee. Since there are no other claimants the unclaimed excess proceeds in the amount of \$1,699.63 will be transferred to the county general fund. 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.

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 456. Last assessed to: Charles Smith III and Angela Smith, husband and wife and joint tenants. District 3 [\$293,229] Fund 65595 Excess Proceeds from Tax Sale.

DATE: JUL 28 2015

PAGE: Page 3 of 3

Impact on Citizens and Businesses

Excess proceeds are being released to the deed of trust holder, the last assessee and to the county general fund.

ATTACHMENTS (if needed, in this order):

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

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

Don Kent, Treasurer-Tax Collector

Claim for Excess Proceeds

2014 MAY 30 AM 11:46
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

RECEIVED

C 199 Item 456 Assessment No.: 959331026-4

Assessee: SMITH, CHARLES III & ANGELA

Situs: 32744 CASTANA DR TEMECULA 92592

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 \$ 295,426.14 from the sale of the above mentioned real property. I/We were the lienholder(s), property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2005-0340590, recorded on 04/29/2005. 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.

Deed of Trust
Corporate Assignment of Deed of Trust

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 28th day of May, 2014 at Maricopa, AZ
County, State

[Signature]
Signature of Claimant

Signature of Claimant

Gretchen Waagener
Print Name

Print Name

7360 S. Kyrene Rd. T111
Street Address

Street Address

Tempe, AZ 85283
City, State, Zip

City, State, Zip

(480) 333-6057
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



Palm Desert Office
38-686 El Cerrito Road
Palm Desert, CA 92211

E-mail: ttc@co.riverside.ca.us
www.countytreasurer.org

**COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR**

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

April 22, 2014

RC COLL

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
C/O COUNTRYWIDE HOME LOANS, INC.
4500 PARK GRANADA
CALABASAS, CA 91302-1613

CCG

68240097

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 959331026-4 Item: 456
Situs Address: 32744 Castana Dr Temecula 92592
Assessee: Smith, Charles Iii & Angela
Date Sold: February 4, 2014
Date Deed to Purchaser Recorded: March 21, 2014
Final Date to Submit Claim: March 23, 2015

RECEIVED

MAY 09 2014

CORRESPONDENCE

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) 955-3947.

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 Jennifer Pazienci
Deputy

DOC # 2005-0340590

04/29/2005 08:00A Fee:84.00

Page 1 of 26

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



15
RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY

Recording Requested By:
L. SPIRO

RECORDING REQUESTED
BY FIRST AMERICAN TITLE *Lenders*
200 4331-PB

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.

MS SV-79 DOCUMENT PROCESSING

P.O.Box 10423

Van Nuys, CA 91410-0423

Prepared By:

GERREN CAMPBELL

2004331

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2604331

[Escrow/Closing #]

0009917690404005

[Doc ID #]

84



DEED OF TRUST

MIN 1000157-0004873060-6



610 099176904 D2 001 001

RECALL S.C.A. FILE



F0140004072692

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated APRIL 22, 2005, together with all Riders to this document.

(B) "Borrower" is

CHARLES SMITH III, AND ANGELA SMITH, HUSBAND AND WIFE AS JOINT TENANTS

CALIFORNIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Page 1 of 16

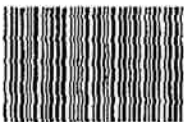
Initials: *C.S. III*

Form 3005 1/01

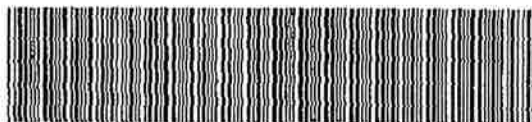
-6A(CA) (0207)
CONVVA

CHL (09/02)(d)

VMP MORTGAGE FORMS - (800)521-7291



* 2 3 9 9 1 *



* 0 9 9 1 7 6 9 0 4 0 0 0 0 0 1 0 0 6 A *

Borrower's address is
32744 CASTANA DR, TEMECULA, CA 92592-8212
Borrower is the trustor under this Security Instrument.

(C) "Lender" is
COUNTRYWIDE HOME LOANS, INC.
Lender is a CORPORATION
organized and existing under the laws of NEW YORK
Lender's address is
4500 Park Granada, Calabasas, CA 91302-1613

(D) "Trustee" is
ReconTrust Company, N.A
225 West Hillcrest Dr., MSN TO-02, Thousand Oaks, CA 91360

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated APRIL 22, 2005 . The Note states that Borrower owes Lender THREE HUNDRED TWENTY EIGHT THOUSAND and 00/100

Dollars (U.S. \$328,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MAY 01, 2035

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|-----------------------------------------------------------|--------------------------------------------------------------------|---------------------------------------------|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii)

conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means 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 3500), 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.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of RIVERSIDE :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number: 01502466990A

which currently has the address of

32744 CASTANA DR, TEMECULA

[Street/City]

California 92592-8212 ("Property Address"):

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including,

C.A.M.

AS

but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM 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 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 3. 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 15. 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. Application of Payments or Proceeds. Except as otherwise described in this Section 2, 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 3. 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.

3. 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, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. 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 this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. 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 9 and pay such amount and Borrower shall then be obligated under Section 9 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 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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 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.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property 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 any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of

paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

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. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible; Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower

shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. **Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security

Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. 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 Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses 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. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in

compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument 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 expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time 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 any order Trustee determines. 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 its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property 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 statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.


24. Substitute Trustee. Lender, at its 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 in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall 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.

25. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

DOC ID #: 0009917690404005

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

_____  _____ (Seal)
CHARLES SMITH III -Borrower

_____  _____ (Seal)
ANGELA SMITH -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

State of California
County of *Riverside*

On *April 23rd*, 2005

before me, *Thomas W. London* } ss.

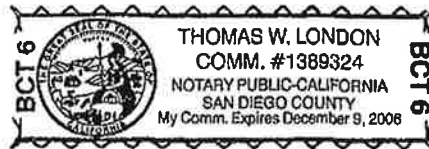
personally appeared

Charles Smith III & Angela Smith

, 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.

Thomas W. London (Seal)



C.S. III

As

EXHIBIT "A"

Order No: 2604331c
Reference No.: 99176904
Escrow Officer: Anita Payne
Escrow Number: 2604331c

DESCRIPTION

All that certain land situated in the State of California, County of **RIVERSIDE**, City of **TEMECULA**, described as follows:

PARCEL 1:

LOT 26 (THE "LOT") OF TRACT NO. 24182-3, AS SHOWN ON A SUBDIVISION MAP (THE "MAP") RECORDED ON FEBRUARY 17, 2000 IN BOOK 288, PAGES 32 TO 39, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA ("OFFICIAL RECORDS").

EXCEPTING THEREFROM:

A. ALL OIL RIGHTS, MINERAL RIGHTS, NATURAL GAS RIGHTS AND RIGHTS TO ALL OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, TO ALL GEOTHERMAL HEAT AND TO ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING (COLLECTIVELY, "SUBSURFACE RESOURCES"); AND

B. THE PERPETUAL RIGHT TO DRILL, MINE, EXPLORE AND OPERATE FOR AND TO PRODUCE, STORE AND REMOVE ANY OF THE SUBSURFACE RESOURCES ON OR FROM THE LOT, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THE LOT, WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LOT, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS WITHIN OR BEYOND THE EXTERIOR LIMITS OF THE LOT, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, BUT WITHOUT THE RIGHT TO DRILL, MINE, EXPLORE, OPERATE, PRODUCE, STORE OR REMOVE ANY OF THE SUBSURFACE RESOURCES THROUGH OR IN THE SURFACE OR THE UPPER 550 FEET OF THE SUBSURFACE OF THE LOT.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, DRAINAGE, MAINTENANCE, REPAIRS, AND FOR OTHER PURPOSES, ALL AS DESCRIBED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR PASEO DEL SOL MASTER ASSOCIATION (THE "DECLARATION"), RECORDED ON JUNE 10, 1998 AS INSTRUMENT NO. 237594 OF OFFICIAL RECORDS.

APN No: 959-331-026-4

FIXED/ADJUSTABLE RATE RIDER
(LIBOR Twelve Month Index - Rate Caps)

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

Prepared By:
GERREN CAMPBELL

2604331
[Escrow/Closing #]

0009917690404005
[Doc ID #]

THIS FIXED/ADJUSTABLE RATE RIDER is made this TWENTY-SECOND day of APRIL, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same

CONV
● ARM Fixed Period LIBOR Rider
1U652-XX (06/04)(d)

Page 1 of 5

Initials: C.A.
As



date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to COUNTRYWIDE HOME LOANS, INC.

("Lender") of the same date and covering the property described in the Security Instrument and located at:

32744 CASTANA DR, TEMECULA, CA 92592-8212

[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 6.000 %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of MAY, 2012, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for twelve month U.S. dollar-denominated deposits in the London market, as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO & ONE-QUARTER percentage points (2.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

CONV

• ARM Fixed Period LIBOR Rider
1U652-XX (06/04)

Initials:

C. Fair
AS

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.000 % or less than 2.250 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.000 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. When Borrower's initial fixed Interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

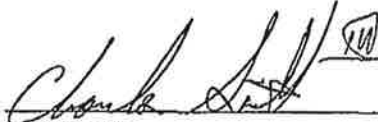
If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

DOC ID #: 0009917690404005

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.



CHARLES SMITH III (Seal)
-Borrower



ANGELA SMITH (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

CONV
• ARM Fixed Period LIBOR Rider
1U652-XX (06/04)

PLANNED UNIT DEVELOPMENT RIDER

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

Prepared By:
GERREN CAMPBELL

2604331


0009917690404005

[Escrow/Closing #]

[Doc ID #]

THIS PLANNED UNIT DEVELOPMENT RIDER is made this TWENTY-SECOND day of APRIL, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

 -7R (0405)

CHL (06/04)(d)

Page 1 of 4

Initials: *C.R.*

VMP Mortgage Solutions, Inc. (800)521-7291

Form 3150 1/01

As



* 2 3 9 9 1 *



* 0 9 9 1 7 6 9 0 4 0 0 0 0 1 0 0 7 R *

DOC ID #: 0009917690404005

undersigned (the "Borrower") to secure Borrower's Note to
COUNTRYWIDE HOME LOANS, INC.

(the "Lender") of the same date and covering the Property described in the Security Instrument and
located at:

32744 CASTANA DR
TEMECULA, CA 92592-8212
[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with
other such parcels and certain common areas and facilities, as described in
THE COVENANTS, CONDITIONS, AND RESTRICTIONS FILED OF RECORD
THAT AFFECT THE PROPERTY

(the "Declaration"). The Property is a part of a planned unit development known as
PASEO DEL SOL

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or
equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners
Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security
Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's
Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of
incorporation, trust instrument or any equivalent document which creates the Owners Association; and
(iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay,
when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted
insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender
and which provides insurance coverage in the amounts (including deductible levels), for the periods,
and against loss by fire, hazards included within the term "extended coverage," and any other
hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance,
then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly
premium installments for property insurance on the Property; and (ii) Borrower's obligation under
Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent
that the required coverage is provided by the Owners Association policy.

Initials: *CL* ^{III}

DOC ID #: 0009917690404005

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.


E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Initials: 

DOC ID #: 0009917690404005

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.



CHARLES SMITH III (Seal)
- Borrower



ANGELA SMITH (Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

[RECORDING REQUESTED BY]
NATIONWIDE TITLE CLEARING, INC.

[AND WHEN RECORDED MAIL TO]
Green Tree Servicing LLC
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

Loan #: 68240097

DOC # 2013-0478654
10/03/2013 03:24P Fee:25.00
Page 1 of 1

Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder



CORPORATE ASSIGNMENT OF DEED OF TRUST

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC., ITS SUCCESSORS AND ASSIGNS, WHOSE ADDRESS IS PO BOX 2026, FLINT, MI, 48501, (ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Deed of Trust, without recourse, representation or warranty, together with all rights, title and interest secured thereby, all liens, and any rights due or to become due thereon to GREEN TREE SERVICING LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHOSE ADDRESS IS 7360 SOUTH KYRENE ROAD, T314, TEMPE, AZ 85283 (800)643-0202, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).

Said Deed of Trust made by CHARLES SMITH, III AND ANGELA SMITH and recorded on 04/29/2005 as Instrument # 2005-0340590, in Book , Page in the office of the RIVERSIDE County Recorder, CA.

Property is commonly known as: 32744 CASTANA DR, TEMECULA, CA 92592-8212.

Dated on 9/26 /2013 (MM/DD/YYYY)

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC., ITS SUCCESSORS AND ASSIGNS

By:


Daniel Thompson
ASST. SECRETARY

All Authorized Signatories whose signatures appear above are employed by NTC and have reviewed this document and supporting documentation prior to signing.

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on 9/26 /2013 (MM/DD/YYYY), by Daniel Thompson as ASST. SECRETARY for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC., ITS SUCCESSORS AND ASSIGNS, who, as such ASST. SECRETARY being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.



Nicole Baldwin EE 222285
Notary Public - State of FLORIDA
Commission expires: 08/05/2016



Nicole Baldwin
Notary Public State of Florida
My Commission # EE 222285
Expires August 5, 2016

Document Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152
GTS AV 21637196 -- FNMA MIN 100015700048730606 MERS PHONE 1-888-679-6377 DOCR T2313092907 [C] FRMCA1



D0003627241

ATTENTION EXCESS PROCEEDS DEPT

951-955-3990

Regarding parcel no. 959-331-026-4

**WRITTEN CONSENT
OF THE
MANAGING MEMBER
OF
GREEN TREE SERVICING LLC**

DATED AS OF JUNE 23, 2014

(Authorized Signers)

The following Resolutions are adopted by the Managing Member of Green Tree Servicing LLC pursuant to the Delaware Limited Liability Company Act:

WHEREAS, a number of individuals were appointed Assistant Vice Presidents of Green Tree Servicing LLC for previous quarters for the limited purposes of signing real estate documents relating to the loans and credit sales the Company services or owns; and

WHEREAS, a number of individuals were appointed Authorized Individuals of Green Tree Servicing LLC for previous quarters for the purpose of transferring titles and obtaining duplicate titles of repossessed manufactured homes relating to the loans and accounts the Company services and owns; and

WHEREAS, the Managing Member desires to remove a number of individuals as Assistant Vice Presidents or Authorized Individuals as they ceased to be employed by the Company or its affiliates or transitioned to other job functions during the period(s) of such appointment;

NOW, THEREFORE, BE IT RESOLVED, that the following individuals be, and they hereby are, removed as Assistant Vice Presidents and Authorized Individuals of the Company effective as of the date opposite their respective names;

Paul Tate, Jr.	March 17, 2014
Adriana Martinez	March 20, 2014
Debra Holmes	April 3, 2014
Elrick Ware	April 8, 2014
Gene Dahl	May 9, 2014
Shannon Harris-McBrayer	May 29, 2014

WHEREAS, the Managing Member has previously adopted by Written Consent, Resolutions authorizing the Officers and certain other designated individuals of Green Tree Servicing LLC, *W/k/a* Conseco Finance Servicing Corp. (the "LLC") to execute real estate documents on behalf of the LLC; and

WHEREAS, the Managing Member has determined that it is necessary to update the list of individuals authorized to execute such documents on behalf of the LLC;

NOW, THEREFORE BE IT RESOLVED, that effective July 1, 2014 through September 30, 2014, the Managing Member hereby authorizes the following Officers of the LLC to execute and to attest to documents on behalf of the LLC relating to Mortgages, Mortgage Assignments, Mortgage Cancellations, Mortgage Satisfactions, Security Deeds, Security Deed Cancellations, Deeds of Releases, Releases of Liens, Deeds of Trust, Deeds of Trust Assignments, Deeds of Releases, Deeds of Trust Satisfactions, Subordination Agreements, Warranty Deeds, Foreclosure Deeds, Credit Sales Papers and and/or other similar real estate instruments relating to the loans and accounts the LLC services or owns:

Officers

Thomas Franco	President
Brian F. Corey	Senior Vice President and Secretary
Cheryl A. Collins	Senior Vice President and Treasurer
James P. Van House	Vice President
Wanda J. Lamb-Lindow	Assistant Secretary

RESOLVED FURTHER, that for the term beginning July 1, 2014 and ending September 30, 2014, the Managing Member hereby appoints the following individual Assistant Vice Presidents to perform the following administrative and ministerial duties: to execute and to attest to documents on behalf of the LLC relating to Mortgages, Mortgage Assignments, Mortgage Cancellations, Mortgage Satisfactions, Security Deeds, Security Deed Cancellations, Deeds of Releases, Releases of Liens, Deeds of Trust, Deeds of Trust Assignments, Deeds of Releases, Deeds of Trust Satisfactions, Subordination Agreements, Warranty Deeds, Foreclosure Deeds and/or other similar real estate instruments relating to the loans and accounts the LLC services or owns:

Abby Doty	James F. Gill	Patricia Hood
Almee Jensen	James M. Wiggins	Paul F. Jasick
Alan Proctor	Jamie Crawford	Peggy Davies
Allisa Sheesley	Jamie Larson	Perry Wade
Allison Sturis	Janet E. Koenig	Pratt Anspach
Amanda Armstrong	Jared Ganjo	Rafael Sanchez
Amanda Cox	Jason Baker	Randy Shannon
Amanda Olson	Jason Braxton	Raymond Love
Amanda M. Minton	Jason Pratt	Raymond Rexroat
Amber Smith	Jason Stamey	Rebecca Weller
Amberleigh A. Kingsborough	Jason A. Hawley	Reginald Micou
Amie Koch	Jason W. Kwasny	Rene Gonzalez
Amy Juso	Jeff Koenig	Renee Aadland
Andrea H. Hoobler	Jeff Michener	Renee Keech

Andrea Johnson
 Andrew Aplin
 Andrew Hajost
 Angel Ramirez
 Anita Garvin
 Ann Serafina
 Annalise Zens
 Annelie Lenasen
 April Maeschen
 Becky Stilwell
 Bethanny Brand-Tindall
 Bianca Perez
 Bob Eller
 Bobbi Jo Crawford
 Brad W. Hardwick
 Bradley S. Johnson
 Brandon C. Schildts
 Brandy Case
 Branson Ruble
 Brenda K. Huyck
 Brian Abbee
 Brian Hamm
 Brian Sims
 Brittany Budrow
 Brittany Droppers
 Bryant Armentrout
 Carmen Foster
 Carey E. Gardner
 Carissa M. Junger
 Carol Patridge
 Carol A. Long
 Caryna Poulter
 Cassandra Wilburn
 Chad Holtz
 Chad Landis
 Charles A. Buchanan
 Chassidy Kennedy
 Chervet Simpson
 Cheryl A. Jones
 Chloe Huff

Jeffrey Sis
 Jenee Niehaus
 Jenifer Plasencio
 Jennifer Rasmussen
 Jeremiah A. Pickott
 Jill Tschetter
 Jim R. Grantham
 Jodi Michel
 Joel Hanks
 John Flores
 John Mccanna
 John Sohaefer
 Jorge Arroyo
 Joseph Johnson
 Josh R. Degneau
 Juan F. Melendez
 Julia Montez
 Julie Brahm
 Julie Duarte
 Julie Bwing
 Julie Stanley
 Kaeleigh Roesler
 Kamella Kidd
 Karen Lindholm
 Karen M. Morgison
 Karen R. Chapman
 Karen Saunders
 Kate Moss
 Katelyn Mueller
 Katelynn Rahder
 Katherine Murphy
 Kathleen M. Bjorke
 Kathryn Collins
 Keith Preble
 Keith E. Lammons
 Kelli Eleeson
 Kelli N. Rohling
 Kelly A. Ciaccio
 Kelly N. Jensen
 Kelsey Chambers

Rhonda Alexander
 Richard Russell
 Richard Franklin
 Richard J. Daugherty
 Richard M. Donaldson
 Richard S. Vines
 Ricky Booker
 Rhonda Alexander
 Robbin Anderson
 Robert Haveman
 Robert Jones
 Roberta Hansen
 Robin D. Bryant
 Rosalind Hawkins
 Ruth Hernandez
 Samantha Cruz
 Sameth Yocum
 Sandra J. Ray
 Sandra Williams
 Sara Dahlberg
 Sara Irvine
 Shakeya A. Fort
 Shanna Janssen
 Shannon Koupal
 Shannon L. Tucker
 Shaunte Williams
 Shelda Oylar
 Shelly Meyer
 Shelly Walz
 Sherri D. Aleksandrowicz
 Sheryl Gillen
 Shyra Hoffman
 Sindy Garcia
 Snjezana Magazin
 Sonia C. Gaston
 Stacia Huckfeldt
 Stacy Taylor
 Stacey Yarber
 Stephanie Rodgers
 Stephanie Venegas

Christian Medina
 Christine Maerling
 Christria Brookes
 Christopher R. Warner
 Christy L. Christensen
 Cindy S. Wright
 Claudia Andrews
 Clarissa A. Real
 Clay O. Borders
 Corey Landon
 Cory Guindon
 Courtney Wolf
 Curtis Baker
 D.S. Holloway
 Dallas K. Barley
 Danesha D. Rose
 Daniel Martinez
 Daniel Villalobos
 Daniel M. Van Keuren
 David Peters
 David Toro
 David A. Devore
 David J. Fogle
 Davy Mattson
 Debra Cochran
 Deon Conway
 Desiree Wyatt
 Diana C. D'Addona
 Dominic Baglio
 Donna D. Singleton
 Ed Lara
 Edward Born
 Elisa Berg
 Elizabeth Saylor
 Elizabeth M. deCraen
 Elsa Santellan
 Emily Danaher
 Emily Hamann
 Emily Johnson
 Emily Mills
 Erica Gomez

Kelsey Grotewold
 Kelvin L. Putmon
 Kenneth C. Tew
 Kent Smith
 Kevin Miller
 Kim M. Lohr
 Kimberly Ackerman
 Kimberly Richters
 Kimberly N. Provost
 Kizzy Houston
 Kristin Zayak
 Kristina N. Gorman
 Lakevia Stormer
 Lamont Young
 Lance Hoar
 Lauren A. Rushen
 Lee Williams
 Leslie A. Simmons
 Linda Thornton
 Lisa Palomarez
 Lori Hennessey
 Lorri D. Beltz
 Madison G. Shipman
 Maria Ramirez
 Marilyn Ferguson
 Marilyn Morgan
 Marissa Price
 Mark Miller
 Mark C. Foley
 Mark H. Johnson
 Martha Moron-Nunez
 Megan Brackeen
 Megan Maki
 Michael Ann Williamson
 Michael E. Krebs
 Michael J. Cox
 Michael M. Wood
 Michael Erickson
 Michael Jansen
 Michele L. Fisher
 Michelle Bourgeois

Stephanie A. Rogers
 Stephanie L. McDaniel
 Stephanie M. Sullivan
 Stephen W. Neumann
 Steve Bishop
 Steve Marion
 Steven D. Erickson
 Steven W. Vincent
 Stewart M. Derrick
 Sue Spratte
 Susan Faatz
 Susanne Roman
 Suzio Pluma
 Sylvia M. Crawford
 Tabitha Broman
 Tamala Miller
 Tammi L. Rowley
 Tammy Nelson
 Tammy L. Powell
 Tanesha Thomas
 Tara Taylor-Moore
 Teresa Sigler
 Teresa G. Harris
 Terri King
 Thomas C. Clark
 Tiffany Smith
 Tim Bauer
 Tina Marie
 Tina M. Harris
 Toni L. Mills
 Tonya N. Jasmin
 Tonya R. Higginbotham
 Tracy L. Moran
 Trebla Johns
 Tricia Reynolds
 Troy N. Tabor
 Valencia Yesslith
 Valinda Castillo
 Vance Nelson
 Vanessa Salgado
 Verlin O. Peacock, Jr.

Erica Guillen
 Erin Richardt
 Erin Weekly
 Farrah Beard
 Garrett Q. Dale
 George C. Dumler
 Gerald Hicks
 Gina Hersh
 Grant Bauer
 Gretchen Waggener
 Jacob Hamik
 James Rodgers, Jr.
 James D. Browning

Michelle Bray
 Michelle Feltes
 Mignonne Davis
 Mike Theissen
 Misty Sharp
 Mitchell Harris
 Monica Lais
 Nancy J. Short
 Nicholas Quesada
 Nichole Loafer
 Nicole Romeo
 Nick Lore
 Oscar Perales

Veronica Lyn Tobar
 Vertina L. Baldwin
 Vicki R. Kennedy
 Victoria S. Salgado
 Wanda Collier
 Wanda J. Davis
 Wayne D. Reyes
 Whitney M. Thompson
 William J. Ashley
 William M. Jones
 Winona Dennis

RESOLVED FURTHER, that effective July 1, 2014 through September 30, 2014, the Managing Member hereby authorizes the following Officers of the LLC to execute and to attest to documents on behalf of the LLC relating to Loan Payoffs, Titles, Releases of Security Interests on U.C.C. Financing Statements, and/or other similar documents relating to the loans and accounts the LLC services or owns:

Officers

Thomas Franco	President
Brian F. Corey	Senior Vice President and Secretary
Cheryl A. Collins	Senior Vice President and Treasurer
James P. Van House	Vice President
Wanda J. Lamb-Lindow	Assistant Secretary

RESOLVED FURTHER, that for the term beginning July 1, 2014 and ending September 30, 2014, the Managing Member hereby appoints the following individuals Assistant Vice Presidents to perform the following administrative and ministerial duties: to execute and to attest to documents on behalf of the LLC relating to Loan Payoffs, Titles, Releases of Security Interests on U.C.C. Financing Statements, and/or other similar documents relating to the loans and accounts the LLC services or owns:

Allison Sturis	Jared Ganje	Peggy Davies
Amanda Cox	Jason Braxton	Rafael Sanchez
Amanda M. Minton	Jason Pratt	Randy Shannon
Amber Smith	Jason Stamey	Raymond Rexroat
Amberleigh A. Kingsborough	Jason W. Kwasny	Reberta Cadriel
Andrea Johnson	Jeanna M. Langley	Reginald Micou
Andrew Aplin	Jeff Koenig	Rene Gonzalez
Andrew Hajost	Jeff Michener	Rhonda Alexander

Anita Garvin
 Ann Serafina
 Annelie Lenasen
 Bianca Perez
 Brad Hardwick
 Bradley S. Johnson
 Brandy Case
 Brandon C. Schildts
 Branson Ruble
 Brian Abbee
 Brian Sims
 Carey E. Gardner
 Carissa M. Junger
 Carol A. Long
 Chad Holtz
 Chad Landis
 Charles A. Buchanan
 Chervet Simpson
 Cheryl A. Jones
 Christian Medina
 Christina Regynski
 Christine Maerling
 Christopher R. Warner
 Christy L. Christensen
 Cindy S. Wright
 Clarissa A. Real
 Claudia Andrews
 Corey Landon
 Cory Guindon
 Curtis Baker
 D.S. Holloway
 Dallas K. Barley
 Danesha D. Rose
 Daniel Martinez
 Daniel Villalobos
 David A. Devore
 David Peters
 David Toro
 Davy Mattson
 Dawn Taylor
 Donna D. Singleton
 Ed Lara

Jeffrey Sis
 Jennifer Plasencio
 Jennifer Rasmussen
 Jeremiah A. Pickett
 Jim R. Grantham
 Jodi Michel
 John Flores
 John Mcoanna
 John Schaefer
 Jorge Arroyo
 Joseph Johnson
 Josh R. Degneau
 Juan F. Melendez
 Julie Brahm
 Julie Duarte
 Julie Stanley
 Kamelia Kidd
 Karen Saunders
 Karen M. Morgison
 Karen R. Chapman
 Kathleen M. BJORKE
 Kathryn Collins
 Kathy Tuohy
 Kelly A. Ciaccio
 Kelly N. Jensen
 Keith Preble
 Kent Smith
 Kimberly N. Provost
 Laksvia Stormer
 Lamont Young
 Lance Hoar
 Lauren A. Rushen
 Lee Williams
 Linda Duffy
 Linda Thornton
 Lisa Palomarez
 Lori Hennessey
 Madison G. Shipman
 Marilyn Ferguson
 Marilyn Morgan
 Martha Moron-Nunez
 Megan Tatge

Richard Franklin
 Richard Russell
 Richard J. Daugherty
 Richard M. Donaldson
 Richard S. Vines
 Robbin Anderson
 Robert Jones
 Roberta Hansen
 Robin D. Bryant
 Robin J. Whitaker
 Rosalind Hawkins
 Sandra J. Ray
 Sandra Williams
 Sara Dahlberg
 Sara Irvine
 Shaunte Williams
 Shannon L. Tucker
 Sholly Walz
 Sindy Garola
 Stacey Yarber
 Stephen W. Neumann
 Stephanie Rodgers
 Stephanie Venegas
 Stephanie A. Rogers
 Stephanie M. Sullivan
 Steve Bishop
 Steve Marion
 Steven D. Erikson
 Steven W. Vincent
 Sue Spratte
 Susanne Roman
 Suzle Plumaj
 Sylvia M. Crawford
 Tammi L. Rowley
 Tara Taylor-Moore
 Teresa Sigler
 Terri King
 Thomas C. Clark
 Tina M. Harris
 Toni L. Mills
 Trebia Johns
 Troy Tabor

Edward Born
 Emily Danaher
 Erica Gomez
 Erin Weekly
 Garrett Q. Dale
 George C. Dumler
 Gerald Hicks
 Gina Hersch
~~Gretchen Waggener~~
 James M. Wiggins
 James F. Gill
 Jamie Larson
 Jamie Stoffen

Michael Ann Williamson
 Michael Jansen
 Michelle Bourgeois
 Michelle Bray
 Michelle Feltes
 Mignonne Davis
 Mike Theissen
 Mitchel Harris
 Nancy J. Short
 Nicholas Quesada
 Nick Loro
 Patricia Hood
 Paul F. Jasick

Valencia Yesslith
 Vance Nelson
 Vanessa Salgado
 Veronica Lyn Tobar
 Vertina L. Baldwin
 Victoria S. Salgado
 Wanda Collier
 Wanda J. Davis
 Wayne D. Reyes
 Whitney M. Thompson
 William J. Ashley
 William M. Jones

RESOLVED, that effective July 1, 2014 through September 30, 2014, any of the following Officers of the LLC and/or each of the following individuals are hereby authorized to execute documents on behalf of the LLC to transfer titles and obtain duplicate titles of repossessed manufactured homes relating to the loans and accounts the LLC services or owns:

Officers

Thomas Franco	President
Brian F. Corey	Senior Vice President and Secretary
Cheryl A. Collins	Senior Vice President and Treasurer
James P. Van House	Vice President
Wanda J. Lamb-Lindow	Assistant Secretary

Other Authorized Individuals

Alicia E. Marschke	Jason Pratt	Rafael Sanchez
Allison Sturis	Jason Stamey	Raymond Rexroat
Amanda M. Minton	Jason W. Kwasny	Rebecca Kirwan
Amberleigh A. Kingsborough	Jeanna M. Langley	Rene Gonzalez
Ambert Smith	Jeff Michener	Richard A. Krieger
Anabel Badillo	Jeffrey Sis	Richard Russell
Andrea Johnson	Jenifer Plasencio	Richard Franklin
Andrew Apilin	Jennifer Rasumussen	Richard J. Daugherty
Andrew Hajost	Jeremiah A. Pickett	Richard M. Donaldson
Annelie Lenasen	Jim R. Grantham	Richard S. Vines
Annette Jenkins	Joe W. McKee	Roberta Hansen

April Frazier
 Bob Eller
 Brad W. Hardwick
 Brandy Case
 Brandon C. Schlichts
 Branson Ruble
 Brian Hamm
 Carey E. Gardner
 Carissa M. Junger
 Carol A. Long
 Chad Holtz
 Chad Landis
 Charles A. Buchanan
 Chassidy Kennedy
 Cheryl A. Jones
 Christina Freeman
 Christy L. Christensen
 Clay O. Borders
 Cory Guindon
 Curtis A. Baker
 Daniel Martinez
 Daniel Villalobos
 Darla Burns
 David Peters
 Davy Mattson
 Dawn M. Taylor
 Deon Conway
 Donna D. Singleton
 Emily Danaher
 Erica Gomez
 Erin Weekly
 Ernest Sanchez
 Floyd G. Young
 Fred R. McDonald
 Garrett Q. Dale
 George Schifferdecker
 Gretchen Waggener
 Heather H. Jarvis
 Heather L. Lindae
 Hunter Porter

Joel Hanks
 John Flores
 John McCanna
 John Schaefer
 Jorge Arroyo
 Joseph Johnson
 Josh R. Degneau
 Juan F. Melendez
 Julie Brahm
 Julie Stanley
 Justin Slobojan
 Kathleen M. Bjorke
 Kathryn Collins
 Karen M. Morgison
 Kelly N. Jensen
 Keith Preble
 Kevin Miller
 Kimberly N. Provost
 Kris Wade
 Krystal Coggins
 Lakevia Stormer
 Lamont Young
 Lance Hoar
 Laura Brower
 Leo Williams
 Linda Duffy
 Lori Hennessey
 Lynda D. Leonard
 Madison G. Shipman
 Marta Lillard
 Martha Moron-Nunez
 Mary Walters
 Megan N. Tatge
 Michael Jansen
 Michelle Bray
 Michelle Feltes
 Mignonne Davis
 Mike Theissen
 Mitchel Harris
 Nancy J. Short

Robin J. Whitaker
 Rhonda Alexander
 Sandra Williams
 Sara Dahlberg
 Sara Irvine
 Shannon Tucker
 Shaunte Williams
 Shelly Walz
 Sherilyn K. VanEss
 Sindy Garola
 Stacey Johnson
 Stacey Yarber
 Stephanie Venegas
 Stephanie M. Sullivan
 Stephen W. Neumann
 Steve Bishop
 Steve Hare
 Steven W. Vincent
 Stewart M. Derrick
 Sue Spratte
 Sylvia M. Crawford
 Tammi L. Rowley
 Tara Taylor-Moore
 Torosa Sigler
 Terri King
 Thomas C. Clark
 Thomas Krehel
 Thomas Rascoe
 Tim Barboza
 Tim Bauer
 Toni L. Mills
 Tracy Gardner
 Trebia Johns
 Vance Nelson
 Vanessa Salgado
 Veronica Lyn Tobar
 Vertina L. Baldwin
 Victoria S. Salgado
 Wanda Collier
 Wayne D. Reyes

Janna M. Green
Jamie Larson
Jamie Steffen
Jamie Pellini
Jana McNeely
Jared Ganje

Natalie A. Rosa
Nick Lore
Paul F. Jasick
Patrick Henneberg
Patti A. Cosentino
Peter P. Schmit

Whitney M. Thompson
William J. Ashley
William M. Jones

RESOLVED FURTHER, that execution of any of the above-mentioned documents by any of the foregoing individuals is hereby ratified and approved.

GREEN TREE SERVICING CORP.
Its Managing Member



Name: Brian F. Corey
Title: Senior Vice President and Secretary

(Written Consent of the Managing Member of Green Tree Servicing LLC dated June 23, 2014 re authorized signers)

Pazicni, Jennifer

From: Pazicni, Jennifer
Sent: Friday, May 15, 2015 11:09 AM
To: 'holly.heese@gtservicing.com'
Subject: EP 199-456
Attachments: EP 199-456 GreenTree.Claim.pdf

Holly,

Per our conversation I have attached a copy of your claim for excess proceeds. I am currently working this file. Please send us an updated statement of money owed up to the date of the sale, February 4, 2014. Please include the schedule and if you have received any payments since the sell date.

Please let me know if you have any questions.

Thank you,

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

Pazicni, Jennifer

From: HOLLY A. HEESE <holly.heese@gtservicing.com>
Sent: Tuesday, May 26, 2015 2:16 PM
To: Pazicni, Jennifer
Subject: RE: EP 199-456
Attachments: 68240097-po gt 2.4.14.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

I suppose the attachment would help. ☺

Thank you.

Holly Heese
Foreclosure Specialist
Direct Line: 480-333-5241

From: HOLLY A. HEESE
Sent: Tuesday, May 26, 2015 2:14 PM
To: 'Pazicni, Jennifer'
Subject: RE: EP 199-456

Good afternoon Jennifer,

Payoff good through 2/4/2014 is attached. No payments have been received since the tax sale.

Green Tree loan #1

Thank you.

Holly Heese
Foreclosure Specialist
Direct Line: 480-333-5241

From: Pazicni, Jennifer [<mailto:JPazicni@co.riverside.ca.us>]
Sent: Friday, May 15, 2015 11:09 AM
To: HOLLY A. HEESE
Subject: EP 199-456

Holly,

Per our conversation I have attached a copy of your claim for excess proceeds. I am currently working this file. Please send us an updated statement of money owed up to the date of the sale, February 4, 2014. Please include the schedule and if you have received any payments since the sell date.

Please let me know if you have any questions.

Thank you,

Jennifer Pazicni
Riverside County Treasurer-Tax Collector's Office

Tax Sale Operations
951 955-3336

HOLLY A. HEESE

From: Lynette.L.Askew@greentreecreditsolutions.com on behalf of
Regional_Payoff_Quote_Request@greentreecreditsolutions.com
Sent: Monday, May 18, 2015 7:15 AM ✓
To: HOLLY A. HEESE
Subject: Re: 68240097-Smith

Please notify us immediately with specific detailed descriptions, if you feel this payoff is incorrect

Account Number	68240097
Payoff Date	2/4/2014
Payoff Amount	\$291,530.23 ✓
Principal Balance	\$284,511.18
Interest	\$5,760.38
Per Diem	\$23.38
Deferred Interest	\$0.00
Late Charges	\$1,153.67
NSF Fees	\$0.00
Fee Balance	\$0.00
Negative True Escrow	\$0.00
UAF Balance	\$0.00
Type 300 AQ NSF FEE	\$105.00

"HOLLY A. HEESE" ---05/15/2015 03:56:04 PM---Is it possible to obtain a payoff that is good through 2/4/2014? This is the date it was sold in a t

From: "HOLLY A. HEESE" <holly.heese@gt servicing.com>
To: Regional Payoff Quote Request <Regional.Payoff.Quote.Request@gt servicing.com>
Date: 05/15/2015 03:56 PM
Subject: 68240097-Smith

Is it possible to obtain a payoff that is good through 2/4/2014? This is the date it was sold in a tax sale and the county treasurer needs to know the breakdown of what was owed up to that date.

Please provide payoff figures to include the following:

- * Good through: 2/4/2014 ✓
- * Negative Escrow Breakdown
- * Acquired Negative Escrow Breakdown
- * Corp Advances

Thank you,
Holly Heese
Foreclosure Specialist
Green Tree Servicing LLC
Direct Line: 480-333-5241
Holly.Heese@gt servicing.com

FOUND EXTRA MONEY, LLC
UNCLAIMED MONEY CONSULTANTS
WWW.FoundExtraMoney.com
Email: Richard@foundextramoney.com

LAS VEGAS OFFICE:

8022 S. Rainbow Blvd. #362
Las Vegas, NV 89139
Toll Free: (888) 867-4785
Fax No: (702) 331-4992

LOS ANGELES OFFICE

9420 Reseda Blvd. #830
Northridge, CA 91324
Toll Free: (888) 867-4785
Fax No.: (818) 701-7184

PLEASE REPLY TO LOS ANGELES OFFICE

January 5, 2015

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

RE: Excess Proceeds Claim: Parcel Number 959-331-026-4 (32774 Castana Drive, Temecula, CA 92592)

Sale Date: 02/14/2014

Recorded Date: 03/21/2014

Total Amount of Excess Proceeds: approximately \$295,000.00

Claimant: CHARLES SMITH, III 75% of \$295,000.00 = \$221,250.00

Claimant: FOUND EXTRA MONEY, LLC ("FEM, LLC")—25% of \$295,000.00 = \$73,750.00

Dear Mr. Kent:

Enclosed for your reference, please find the following documents in support of our claim(s) for the excess proceeds resulting from the tax sale of the above-referenced property at the Tax Collector's Public Tax Auction held on August 20, 2013:

1. Copy of the Grant Deed recorded on 07/02/2003 showing CHARLES SMITH, III as having been granted the property for the above referenced APN (3 pages);
2. County of Riverside, Office of the Treasurer-Tax Collector Sale of Tax-Defaulted Property (Sale #TC199) on January 30, 2014 thru February 4, 2014, showing the above referenced parcel to be Item#456 on the sale list (1 page);

RECEIVED
2015 JAN -8 PM 3:59
RIVERSIDE COUNTY
TREASURER-TAX COLLECTOR

3. Property Report showing the legal description of the property, and showing CHARLES SMITH, III as having been the sellers of the property at the time of the Public Auction which was recorded on 03/21/2014 (5 pages);
4. Riverside County Claim for Excess Proceeds from the Sale of Tax-Defaulted Property signed by CHARLES SMITH, III and dated December 17, 2014 (1 page);
5. Authorization, Assignment, and Fee Agreement signed by CHARLES SMITH, III (Assignor) on December 17, 2014 and DENNIS A. MURKEY, Manager for FEM, LLC (Assignee) signed on 12/23/2014 to pay 25% of the amount to FEM, LLC (1 page);
6. Notarized Assignment of Right to Collect Excess Proceeds to Found Extra Money, LLC, signed by CHARLES SMITH, III on December 17, 2014, and by DENNIS A. MURKEY, Manager for Found Extra Money, LLC on 12/23/2014 (1 page);

Pursuant to California Courts of Appeals case law and statutory authority you must recognize that our rights, as an assignee, must be protected in any distribution of proceeds by issuing of a separate draft in the name of Found Extra Money, LLC. (*Marion Drive, LLC v. Saladino* (2006) 136 Cal.App.4th 1432, 1437; *Fjaeran v. Board of Supervisors* (1989) 210 Cal.App.3d 434,442; CA Rev. & Tax Code Sec. 4675, subd (e) (2). Assignments are permitted (Section 4675, subd. (b));

7. Riverside County Claim for Excess Proceeds from the Sale of Tax – Defaulted Property signed by DENNIS A. MURKEY, Manager for FEM, LLC on 12/23/2014 (1 page);
8. A valid photo ID of CHARLES SMITH, III (1 page);
9. A copy of Charles Smith, III Social Security card (1 page);
10. A completed W-9 Form signed by CHARLES SMITH, III on 12/7/2014 (1 page);

12. A completed and signed W-9 Form by DENNIS A. MURKEY, Manager for Found Extra Money, LLC dated 12/23/2014 (1 page);

13. Notarized Limited Power of Attorney authorizing Found Extra Money, LLC to represent CHARLES SMITH, III as true and lawful attorney to do all things with regard to the collection of excess proceeds, and signed by CHARLES SMITH, III on December 17, 2014 (1 page).

Please issue separate checks as follow:

CHARLES SMITH, III—75% = \$221,250.00
FOUND EXTRA MONEY, LLC—25% = \$73,750.00

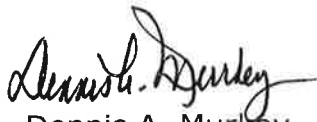
Mail to:

Found Extra Money, LLC
9420 Reseda Blvd., #830
Northridge, CA 91324

If you have any questions regarding the above, please do not hesitate to contact me at 888-867-4785.

Thank you.

Sincerely,


Dennis A. Murkey
FEM, LLC

1

RECORDING REQUESTED BY:
SOUTHLAND TITLE OF SAN DIEGO

RECORDING REQUESTED BY:
SOUTHLAND TITLE

AND WHEN RECORDED MAIL TO:

Charles Smith and Angela Smith
32744 Castana Drive
Temecula, CA 92592

Order No.: 33332541
Escrow No.: BA2109-SY
A.P.N.: 959-331-026-4

DOC # 2003-492781

07/02/2003 08:00A Fee:33.00
Page 1 of 3 Doc T Tax Paid
Recorded in Official Records
County of Riverside
Gary L. Orso
Assessor, County Clerk & Recorder



M	S	U	PAGE	SIZE	DA	PCOR	INDEX		
	1		3				1		
A	R	L			COPY	LONG	REFUND	NCHG	EXAM
									KW

2541 TRA-013

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE
GRANT DEED

33

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX IS \$319.00

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale.
- unincorporated area City of **Temecula**



FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Maria Rebeca Batt and Albert Batt, wife and husband

hereby GRANT(S) to **Charles Smith III and Angela Smith Husband and Wife as Joint Tenants**

the following described real property in the County of **Riverside**, State of California
Lot 26 of Tract No. 24182-3, in the City of Temecula, County of Riverside, State of California,
as per map recorded in Book 288, Page(s) 32 to 39 of Miscellaneous Maps, in the office of
the County Recorder of said County.

Dated: **May 14, 2003**

STATE OF CALIFORNIA
COUNTY OF Riverside

) ss.

On May 27, 2003 before me
Debra L. Tomlinson
a Notary Public in and for said County and State, personally
appeared Maria Rebeca Batt + Albert Batt

Maria Rebeca Batt
Maria Rebeca Batt
Albert Batt
Albert Batt

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 Debra L. Tomlinson
Signature of Notary



(This area for official notary seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT "A"

Parcel 1:

Lot 26 (the "Lot") of Tract No. 24182-3, as shown on a Subdivision Map (the "Map") recorded on February 17, 2000 in Book 288, Pages 32 to 39, inclusive, of Miscellaneous Maps, in the office of the County Recorder of Riverside County, California ("Official Records").

Excepting therefrom:

A. All oil rights, mineral rights, natural gas rights and rights to all other hydrocarbons by whatsoever name known, to all geothermal heat and to all products derived from any of the foregoing (collectively, "Subsurface Resources"); and

B. The perpetual right to drill, mine, explore and operate for and to produce, store and remove any of the Subsurface Resources on or from the Lot, including the right to whipstock or directionally drill and mine from lands other than the Lot, wells, tunnels and shafts into, through or across the subsurface of the Lot, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts within or beyond the exterior limits of the Lot, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, but without the right to drill, mine, explore, operate, produce, store or remove any of the Subsurface Resources through or in the surface or the upper 550 feet of the subsurface of the Lot.

Parcel 2:

Non-exclusive easements for access, ingress, egress, drainage, maintenance, repairs, and for other purposes, all as described in that certain Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Paseo del Sol Master Association (the "Declaration"), recorded on June 10, 1998 as instrument No. 237594 of Official Records.

Assessor's Parcel No.: 959-331-026-4



2003-492781
07/02/2003 08:08A
2 of 3

GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READ AS FOLLOWS:

NAME OF NOTARY: DEBRA L. TOMLINSON

COMMISSION NUMBER: 1406038

COMMISSION EXPIRES: 3-18-07

COUNTY WHERE BOND IS FILED: RIVERSIDE

MANUFACTURER OR VENDOR NUMBER: NNA1
(Located on both sides of the notary seal)

SOUTHLAND TITLE COMPANY OF SAN DIEGO
Co. Pub
CYNTHIA DEEB

PLACE OF EXECUTION: RIVERSIDE

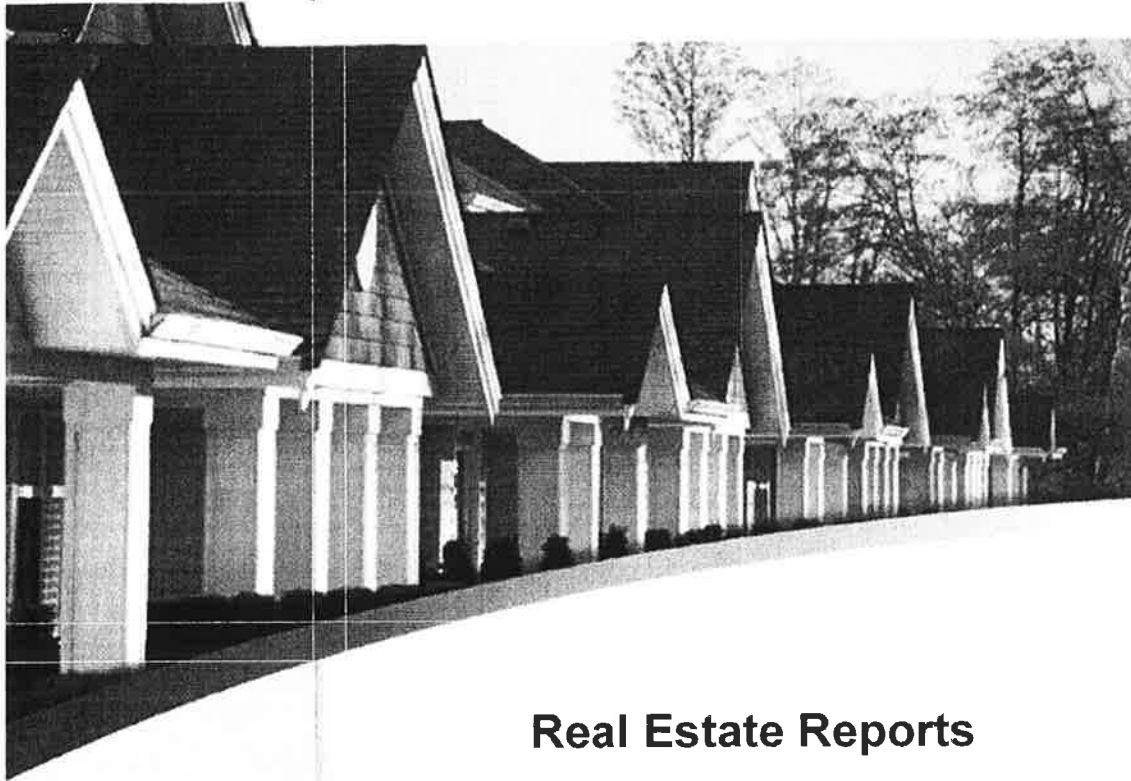
DATE: 5-27-03



COUNTY OF RIVERSIDE
OFFICE OF THE TREASURER-TAX COLLECTOR
SALE OF TAX DEFAULTED PROPERTY - TC199
JANUARY 30, 2014 - FEBRUARY 4, 2014

<u>ITEM#</u>	<u>ASSESSMENT#</u>	<u>STATUS</u>	<u>SALE PRICE</u>
451	949251005-5	REDEEMED	
452	949580009-6	OFF SALE	
453	954380019-5	REDEEMED	
454	954402034-5	REDEEMED	
455	955472011-8	REDEEMED	
456	959331026-4	SOLD	\$308,800.00
457	960271041-2	REDEEMED	
458	961043006-3	REDEEMED	
459	962501020-7	REDEEMED	
460	966010007-7	INCOMPLETE	\$68,100.00

③



Real Estate Reports

Property:
32744 Castana Dr
Temecula, CA 92592
APN: 959-331-026

Data deemed reliable, but not guaranteed. LPS Data Services 2009.
Copyright 2009 AgentPro247.com LoanPro247.com TitlePro247.com



Property Details

Sethi, Dalip Singh
32744 Castana Dr, Temecula, CA 92592

APN: 959-331-026
Riverside County

Owner Information

Primary Owner: SETHI, DALIP SINGH

Secondary Owner:

Mail Address: 1461 WOODVALE LN
RIVERSIDE CA 92506

Site Address: 32744 CASTANA DR
TEMECULA CA 92592

Assessor Parcel Number: 959-331-026

Census Tract: 0432.65

Housing Tract Number: 24182-3

Lot Number: 26

Legal description: Lot: 26 Tract No: 24182-3 Abbreviated Description: LOT:26 CITY:TEMECULA
TR#:24182-3 .13 ACRES M/L IN LOT 26 MB 288/032 TR 24182-3 City/Muni/Twp: TEMECULA

Sale Information

Sale Date: 03/21/2014

Document #: 2014-0104807

Sale Amount: \$308,800

Seller: SMITH III,
CHARLES; SMITH,
ANGELA

Sale Type:

Cost/SF: \$201

Assessment & Tax Information

Assessed Value: \$315,000

Land Value: \$76,000

Imp. Value: \$239,000

Homeowner
Exemption:

% Improvement: 75.87%

Tax Amount: \$3,859.54

Tax Status: Delinquent: 2008

Tax Year: 2014

Tax Rate Area: 13-039

Tax Account ID: 959331026

Property Characteristics

Bedrooms: 4

Year Built: 2001

Pool:

Bathrooms: 2

Square Feet: 1,536 SF

Lot Size: 5,662 SF

Partial Baths: 1

Number of Units: 1

No of Stories: 2

Total Rooms:

Garage: Attached 2

Fire Place: 1

Property Type: Single Family Residential Properties

Building Style:

Use Code: Single Family Residential

Zoning: RR



Transaction History

Sethi, Dalip Singh
32744 Castana Dr, Temecula, CA 92592

APN: 959-331-026
Riverside County

Foreclosure Record

Recording Date: 04/23/2014
Document Type: Notice Of Rescission
Original Foreclosure Document: 2013-0493842

Document #: 2014-0152163 BK-PG -

Prior Transfer

Recording Date: 03/21/2014
Price: \$308,800
First TD: N/A
Mortgage Doc #:
Lender Name:
Buyer Name: SETHI, DALIP SINGH
Buyer Vesting: Married Man As His Sole And Separate Property
Seller Name: SMITH III, CHARLES; SMITH, ANGELA
Legal description: Lot: 26 Tract No: 24182-3 Map Ref: MB288 PG32-39
City/Muni/Twp: TEMECULA

Document #: 2014-0104807 BK-PG -
Document Type: Public Action
Type of Sale: Sold For Taxes
Interest Rate:

Foreclosure Record

Recording Date: 01/23/2014
Document Type: Notice Of Sale (Aka Notice Of
Trustee's Sale)
Auction Location: 849 W 6TH ST, CORONA
Auction Date/Time: 02/24/2014 09:00 A.M.
Min. Bid Amount \$292,854

Document #: 2014-0026939 BK-PG -

Foreclosure Record

Recording Date: 10/16/2013
Document Type: Notice Of Default
Beneficiary Name: GREEN TREE SERVICING LLC
Trustor Names: SMITH III, CHARLES; SMITHANGELA
Trustee Name: TRUSTEE CORPS
Mailing Address: 17100 GILLETTE AVE, IRVINE, CA 92614-
Trustee Phone #: 949-252-8300
TS#: CA05003258-13-1
Loan Date: 04/29/2005
Contact Name: GREEN TREE SERVICING LLC
Attention: TRUSTEE CORPS
Mailing Address: 17100 GILLETTE AVE, IRVINE, CA 92614-
Legal description:

Document #: 2013-0493842 BK-PG -

Loan Doc #: 2005-0340590
Loan Amount: \$328,000

Mortgage Record

Recording Date: 03/16/2006
Loan Amount: \$40,000
TD Due Date:
Interest Rate: 6.32%
Lender Name: NAVY FCU
Lender Type: Credit Union

Document #: 2006-0188450 BK-PG -
Loan Type: Credit Line (Revolving)
Type of Financing: FIX

Borrowers Name: SMITH,CHARLES; SMITH,ANGELA D
Vesting:

Mortgage Record

Recording Date: 04/29/2005	Document #: <u>2005-0340590 BK-PG -</u>
Loan Amount: \$328,000	Loan Type: New Conventional
TD Due Date: 05/01/2035	Type of Financing: ARM
Interest Rate: 5.86%	
Lender Name: COUNTRYWIDE HOME LOANS INC	
Lender Type: Lending Institution	
Borrowers Name: SMITH III,CHARLES; SMITH,ANGELA	
Vesting: Joint Tenancy	
Fixed Step: Rate Starts As FIX	
Adjustable Rate Index: 1 Year Libor	Change Index: 2.25%
Rate Change Frequency: Annually	First Change Date: 05/01/2012
Int Rate not <: 2.25%	Int Rate not >: 11%
Maximum Interest Rate: 11%	Interest Only Period:
Prepayment Penalty Rider: No	Prepayment Penalty Term:

Prior Transfer

Recording Date: 07/02/2003	Document #: <u>2003-492781 BK-PG -</u>
Price: \$290,000	Document Type: Grant Deed
First TD: \$232,000	Type of Sale: Full-Computed From Transfer Tax
Mortgage Doc #: <u>2003-492782</u>	Interest Rate: 5.5%
Lender Name: AMERICAS WHOLESALE LENDER	
Buyer Name: SMITH III, CHARLES; SMITH, ANGELA	
Buyer Vesting: Joint Tenancy	
Seller Name: BATT, MARIA REBECA; BATT, ALBERT	
Fixed Step:	
Adjustable Rate Index: Libor	Change Index: 4.5%
Rate Change Frequency: Six Months Or Semi-Annually	First Change Date:
Int Rate not <:	Int Rate not >:
Maximum Interest Rate:	Interest Only Period:
Prepayment Penalty Rider: No	Prepayment Penalty Term:
Legal description: Lot: 26 Tract No: 24182-3 Map Ref: MP288 PG32-39	
City/Muni/Twp: TEMECULA	

Prior Transfer

Recording Date: 07/00/2003	Document #: <u>2003-0492781 BK-PG -</u>
Price: \$290,000	Document Type: N/A
First TD: N/A	Type of Sale: Price Unconfirmed
Mortgage Doc #:	Interest Rate:
Lender Name: N/A	
Buyer Name: SMITH CHARLES	
Buyer Vesting: N/A	
Seller Name: N/A	
Legal description: Lot: 26 Tract No: 24182-3	
Abbreviated Description: .13 ACRES M/L IN LOT 26 MB 288/032 TR 24182-3	
City/Muni/Twp: TEMECULA	

Mortgage Record

Recording Date: 11/13/2002	Document #: <u>2002-663560 BK-PG -</u>
Loan Amount: \$208,000	Loan Type: Unknown
TD Due Date: 12/01/2032	Type of Financing:
Interest Rate:	
Lender Name: ABN AMRO MTG GROUP INC	

Lender Type: Mortgage Company
Borrowers Name: BATT,ALBERT; BATT,MARIA REBECA
Vesting:

Mortgage Record

Recording Date: 04/05/2002
Loan Amount: \$30,000
TD Due Date:
Interest Rate:
Lender Name: SCME MTG BANKERS INC
Lender Type: Mortgage Company
Borrowers Name: BATT,ALBERT; BATT,MARIA REBECA
Vesting: Joint Tenancy

Document #: 2002-176900 BK-PG -
Loan Type: Credit Line (Revolving)
Type of Financing:

Prior Transfer

Recording Date: 04/19/2001
Price: \$186,500
Only Portion Of This Parcel Is
Conveyed
First TD: \$180,600
Mortgage Doc #: 2001-165019
Lender Name: FIRST NATIONWIDE MTG CORP
Buyer Name: BATT, MARIA REBECA; BATT, ALBERT
Buyer Vesting: Joint Tenancy
Seller Name: MONTEREY WOODSIDE INC,
Legal description: Lot: 26 Tract No: 24182-3 Map Ref: MP288 PG32-39
City/Muni/Twp: TEMECULA

Document #: 2001-165018 BK-PG -
Document Type: Grant Deed
Type of Sale: Price Unconfirmed
Interest Rate:

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 456 Assessment No.: 959331026-4

Assessee: SMITH, CHARLES III & ANGELA

Situs: 32744 CASTANA DR TEMECULA 92592

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 ~~\$75,000.00 (97%)~~ 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. 2014-0104807; recorded on 03/21/2014. 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.

COPY of THE GRANT Deed

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 day of DECEMBER, 2014 at EL SEGUNDO, Ca.
County, State

* Charles Smith
Signature of Claimant

Signature of Claimant

CHARLES SMITH
Print Name

Print Name

508 S. SERRANO AVE, # 309
Street Address

Street Address

LOS ANGELES, CA 90020
City, State, Zip

City, State, Zip

(619) 952-8723
Phone Number

Phone Number

FOUND EXTRA MONEY, LLC
UNCLAIMED MONEY CONSULTANTS
WWW.FoundExtraMoney.com
Email: Richard@foundextramoney.com

LAS VEGAS OFFICE:
8022 S. Rainbow Blvd. #362
Las Vegas, NV 89139
Toll Free: (888) 867-4785
Fax No: (702) 331-4992

LOS ANGELES OFFICE
9420 Reseda Blvd. #830
Northridge, CA 91324
Toll Free: (888) 867-4785
Fax No.: (818) 701-7184

PLEASE REPLY TO LOS ANGELES OFFICE: CLAIM #: RC14-2; CLAIM AMOUNT: \$295,000.00 (approx.)

AUTHORIZATION, ASSIGNMENT AND FEE AGREEMENT

By executing this Agreement/Assignment, the undersigned hereby authorizes Found Extra Money, LLC, ("FEM, LLC") by its agents and its representatives, as Claimant(s)' exclusive agent and, as its assignee, to locate, prepare, and process all documents and receive and disburse all funds owed to Claimant, according to the terms of this Agreement/Assignment either as an individual, trustee, agent for a business entity, or as a personal representative or heir of an estate.

In consideration and for the time and expense to locate Claimant(s) and in preparing and in submitting the claims for these funds, that FEM, LLC has located for Claimant(s)' benefit, Claimant(s) agree that FEM, LLC shall receive 25% (twenty-five percent) of the total funds recovered. FEM, LLC is solely responsible for all processing costs including research costs, document preparation, filing fees and other costs associated with the processing of this claim, or claims. Claimant(s) have been informed of his or her right to file a claim for these funds on his/her own behalf pursuant to CA R&T Sec 4675. **No fee will be charged to Claimant if there is no recovery of funds.**

Claimant agrees to sign and return all documents necessary to process this claim, within 3 business days of FEM, LLC's request for such. In the event that the claim is not paid by the entity holding these funds, both parties are released of their duties and obligations under this Agreement and Claimant(s) will have no obligation to pay FEM, LLC for any expenses it has incurred.

This Agreement/Assignment may be signed in counterparts and a signed copy received electronically, or by fax, shall be deemed an original and shall be governed by the laws of the State of California. In the event a dispute arises, the prevailing party shall be entitled to attorney's fees, costs and other relief by the Court. Venue shall be in Los Angeles County, California.

I agree to the above:

Charles Smith III
Charles SMITH III
APPLICANT/CLAIMANT (PLEASE PRINT):

By: _____

* Charles Smith III
(SIGNATURE):

Title: _____

Date: * 17 DEC 2014

DENNIS A. MURKLEY, MANAGER
FOUND EXTRA MONEY, LLC
Dennis Murkley 12/23/2014

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 FOUND EXTRA MONEY, LLC 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 959,331.026 sold at public auction on 02/04/2014. 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 \$295,000.00 (Approx.) 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.

* Charles Smith III
(Signature of Party of Interest)

CHARLES SMITH III
(Name Printed)

508 S. SERRANO AVE, # 309
(Address)

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

LOS ANGELES, CA 90020
(City/State/Zip)

(619) 952.8723
(Area Code/Telephone Number)

On Dec. 17 - 2014, before me, Rose K Ragan Notary Public, personally appeared Charles Smith III, 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.
Rose K Ragan
(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.

Dennis A. Murkey
(Signature of Agent)

DENNIS A. MURKEY, MANAGER FOUND EXTRA MONEY, LLC
(Name Printed)

9420 RESEDA BLVD, # 830
(Address)

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

NORTHBRIDGE, CA 91324
(City/State/Zip)

On 12-23-2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Dennis A. Murkey, 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.
Paula Gomez
(Signature of Notary)

(This area for official seal)



⑦

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 456 Assessment No.: 959331026-4

Assessee: SMITH, CHARLES III & ANGELA

Situs: 32744 CASTANA DR TEMECULA 92592

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 \$295,000.00 (Approx) from the sale of the above mentioned real property. I/We were the lienholder(s), ASSIGNEE 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. 2014.0104807; recorded on 03/21/2014. 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.

ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

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 23RD day of DECEMBER, 2014 at LOS ANGELES, CA
County, State

Dennisa Murkey
Signature of Claimant

Signature of Claimant

DENNISA MURKEY, MANAGER
Print Name

Print Name

9420 REJEDA BLVD, # 830
Street Address

Street Address

NORTHRIDGE, CA 91324
City, State, Zip

City, State, Zip

(888) 867-4785
Phone Number

Phone Number

8

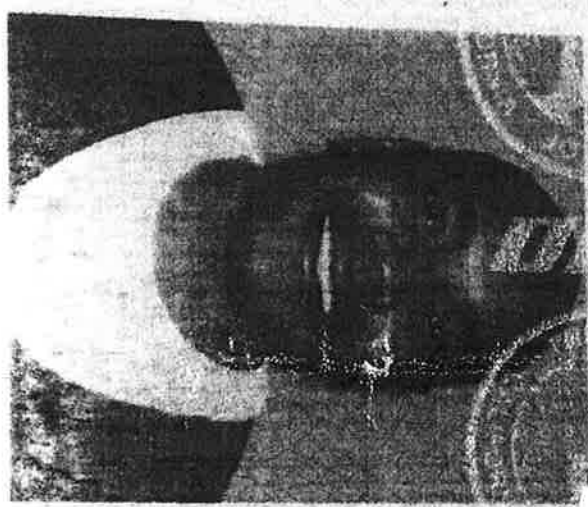


CALIFORNIA



DRIVER LICENSE

EXPIRES 03-14-15



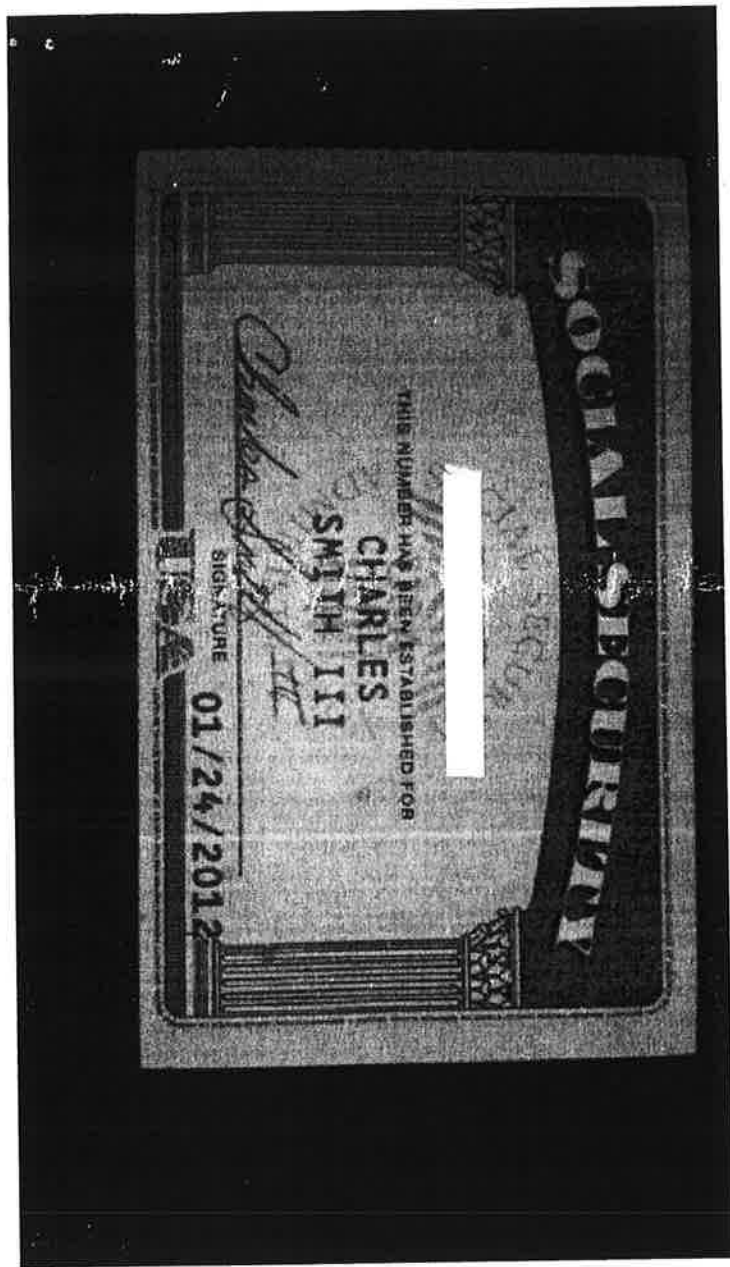
CHARLES SMITH, III
32744 CASTANA DR
TEMECULA CA 92592

SEX: M HAIR: BLK
HT: 5-10 WT: 200

DOB: 03-14-70

03/05/2010 235 RB FD/1

Charles Smith, III



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)
Charles Smith III

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 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) ▶ _____

Exemptions (see instructions)
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
508 S. Serrano Ave., #309

City, state, and ZIP code
Los Angeles, CA 90020

Requester's name and address (optional)

List account number(s) here (optional)

Print or type
See Specific Instructions on page 2.

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.

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

Social security number

Employer identification number

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), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here Signature of U.S. person ▶ * *Charles Smith III* Date ▶ * *17 DEC 2014*

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.



Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return) Found Extra Money, LLC	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ C <input type="checkbox"/> Other (see instructions) ▶	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
Address (number, street, and apt. or suite no.) 9420 Reseda Blvd., #830	Requester's name and address (optional)
City, state, and ZIP code Northridge, CA 91324	
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																										
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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:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here	Signature of U.S. person ▶ <i>Alexander H. Shirley, MANAGER</i>	Date ▶ <i>12/23/2014</i>
------------------	-----------------------------------------------------------------	--------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.**

FOUND EXTRA MONEY, LLC

UNCLAIMED MONEY CONSULTANTS

WWW.FoundExtraMoney.com

Email: Richard@foundextramoney.com

LAS VEGAS OFFICE:

8022 S. Rainbow Blvd. #362
Las Vegas, NV 89139
Toll Free: (888) 867-4785
Fax No: (702) 331-4992

LOS ANGELES OFFICE

9420 Reseda Blvd. #830
Northridge, CA 91324
Toll Free: (888) 867-4785
Fax No.: (818) 701-7184

LIMITED POWER OF ATTORNEY

BE IT KNOWN that **Charles Smith III** has made and appointed and by these presents does hereby make and appoint **Found Extra Money, LLC** in his/her name, place and stead, for the following and limited purposes only: TO DO ALL THINGS NECESSARY TO THE FILING, COLLECTION AND RECOVERY OF ANY AND ALL UNCLAIMED PROPERTY AND/OR EXCESS PROCEEDS FUNDS FROM ANY/ALL FINANCIAL INSTITUTIONS AND/OR GOVERNMENT AGENCIES, giving and granting said attorney full power and Authority to do and perform all and every act and thing whatsoever necessary to be done in And about the specific and limited premises (set out herein) as fully, to all intents and purposes as might or could be done if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney shall lawful do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 17 day of DECEMBER, 20 14.

Charles Smith III
(Signature)

Charles Smith III
(Please Print)

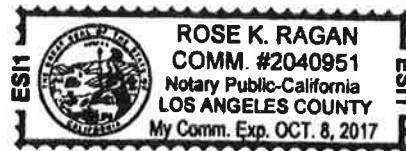
State of California

County of Los Angeles

On Dec. 17, 2014, before me, Rose K Ragan Notary Public, personally appeared Charles Smith III, who proved to me the basis of satisfactory evidence to be the person(s) whose name (s) is / are subscribed to the within instrument and acknowledge 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.

Rose K Ragan
Notary Public
My Commission Expires on: Oct. 8, 2017



(Place Notary Seal above)

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

RECEIVED

To: Don Kent, Treasurer-Tax Collector

2014 MAY -2 AM 11:38

Re: Claim for Excess Proceeds

RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

TC 199 Item 456 Assessment No.: 959331026-4

Assessee: SMITH, CHARLES III & ANGELA

Situs: 32744 CASTANA DR TEMECULA 92592

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 \$ 4339.73 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. 2008-0557714 recorded on 10-16-08. 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.

Judgment, Recorded Abstract, Interest Calculation Worksheet through
date of Sale

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 29 day of April, 2014 at San Luis Obispo, CA
County, State

Carol McNellis
Signature of Claimant

Signature of Claimant

Carol McNellis
Print Name

Print Name

4301 Secondwind Way Ste 110
Street Address

Street Address

Paso Robles CA 93446
City, State, Zip

City, State, Zip

800-646-4237
Phone Number

Phone Number

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): BRENT D. PETERSON, BAR #238145 4301 SECONDWIND WAY SUITE 110 POST OFFICE BOX 3410 PASO ROBLES, CA 93447-3410 TELEPHONE NO.: 800-646-4237 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiff	FOR COURT USE ONLY <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE SEP 15 2000 <i>C. Mundo</i> </div>						
SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE STREET ADDRESS: 4050 MAIN STREET MAILING ADDRESS: CITY AND ZIP CODE: RIVERSIDE, CA 92501-3704 BRANCH NAME: CIVIL DIVISION							
PLAINTIFF: GCFS, INC., a California corporation DEFENDANT: ANGELA C. SMITH							
<div style="text-align: center;">JUDGMENT</div> <table style="width:100%; border: none;"> <tr> <td style="width:33%;"><input checked="" type="checkbox"/> By Clerk</td> <td style="width:33%;"><input checked="" type="checkbox"/> By Default</td> <td style="width:33%;"><input type="checkbox"/> After Court Trial</td> </tr> <tr> <td><input type="checkbox"/> By Court</td> <td><input type="checkbox"/> On Stipulation</td> <td><input type="checkbox"/> Defendant Did Not Appear at Trial</td> </tr> </table>	<input checked="" type="checkbox"/> By Clerk	<input checked="" type="checkbox"/> By Default	<input type="checkbox"/> After Court Trial	<input type="checkbox"/> By Court	<input type="checkbox"/> On Stipulation	<input type="checkbox"/> Defendant Did Not Appear at Trial	CASE NUMBER: RIC499981
<input checked="" type="checkbox"/> By Clerk	<input checked="" type="checkbox"/> By Default	<input type="checkbox"/> After Court Trial					
<input type="checkbox"/> By Court	<input type="checkbox"/> On Stipulation	<input type="checkbox"/> Defendant Did Not Appear at Trial					

JUDGMENT

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

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

3. **AFTER COURT TRIAL.** The jury was waived. The court considered the evidence.
 - a. The case was tried on (date and time):
before (name of judicial officer):
 - b. Appearances by:

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

PLAINTIFF: GCFS, INC., a California corporation	CASE NUMBER: RIC499981
DEFENDANT: ANGELA C. SMITH	

JUDGMENT IS ENTERED AS FOLLOWS BY: THE COURT THE CLERK

4. **Stipulated Judgment.** Judgment is entered according to the stipulation of the parties.
5. **Parties.** Judgment is
- | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>a. <input checked="" type="checkbox"/> for plaintiff (<i>name each</i>):
GCFS, INC., a California corporation</p> <p>and against defendant (<i>names</i>):
ANGELA C. SMITH</p> <p><input type="checkbox"/> Continued on Attachment 5a.</p> <p>b. <input type="checkbox"/> for defendant (<i>name each</i>):</p> | <p>c. <input type="checkbox"/> for cross-complainant (<i>name each</i>):</p> <p>and against cross-defendant (<i>name each</i>):</p> <p><input type="checkbox"/> Continued on Attachment 5c.</p> <p>d. <input type="checkbox"/> for cross-defendant (<i>name each</i>):</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

6. **Amount.**
- | | |
|---------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| <p>a. <input checked="" type="checkbox"/> Defendant named in item 5a above must pay plaintiff on the complaint:</p> | <p>c. <input type="checkbox"/> Cross-defendant named in item 5c above must pay cross-complainant on the cross-complaint:</p> |
|---------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|

(1)	<input checked="" type="checkbox"/>	Damages	\$ 1,639.07
(2)	<input checked="" type="checkbox"/>	Prejudgment interest at the annual rate of 10.00 %	\$ 579.74
(3)	<input checked="" type="checkbox"/>	Attorney fees	\$ 345.86
(4)	<input checked="" type="checkbox"/>	Costs	\$ 220.00
(5)	<input type="checkbox"/>	Other (<i>specify</i>):	\$
(6) TOTAL			\$ 2,784.67

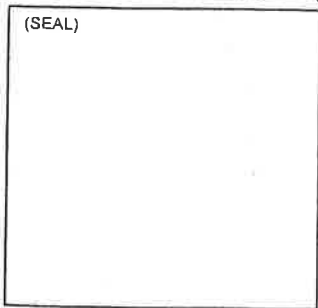
(1)	<input type="checkbox"/>	Damages	\$
(2)	<input type="checkbox"/>	Prejudgment interest at the annual rate of %	\$
(3)	<input type="checkbox"/>	Attorney fees	\$
(4)	<input type="checkbox"/>	Costs	\$
(5)	<input type="checkbox"/>	Other (<i>specify</i>):	\$
(6) TOTAL			\$

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>b. <input type="checkbox"/> Plaintiff to receive nothing from defendant named in item 5b.</p> <p><input type="checkbox"/> Defendant named in item 5b to recover costs \$</p> <p><input type="checkbox"/> and attorney fees \$</p> | <p>d. <input type="checkbox"/> Cross-complainant to receive nothing from cross-defendant named in item 5d.</p> <p><input type="checkbox"/> Cross-defendant named in item 5d to recover costs \$</p> <p><input type="checkbox"/> and attorney fees \$</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

7. Other (*specify*):

Date: _____

_____ JUDICIAL OFFICER
 Clerk, by Deputy



CLERK'S CERTIFICATE (Optional)

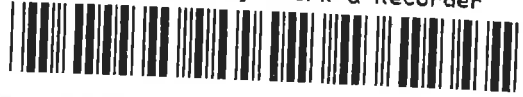
I certify that this is a true copy of the original judgment on file in the court.

Date: _____

Clerk, by _____, Deputy

RECORDING REQUESTED BY
BRENT D PETERSON

DOC # 2008-0557714
10/16/2008 08:00A Fee:20.00
Page 1 of 3
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



WHEN RECORDED MAIL TO
NAME LEGAL DEPARTMENT OF GCFS,
INC.
MAILING 4301 SECONDWIND WAY STE 110
ADDRESS POST OFFICE BOX 3410
CITY, STATE PASO ROBLES, CA 93447
ZIP CODE 93447-3410

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			3						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
NOTICE SENT						T:	CTY	UNI	009

20

M
009

TITLE(S)

ABSTRACT OF JUDGMENT
GCFS, INC., vs ANGELA C. SMITH
Case No. RIC499981

SEP 29 2008

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

Recording requested by and return to:

BRENT D. PETERSON, BAR #238145

4301 SECONDWIND WAY SUITE 110
POST OFFICE BOX 3410
PASO ROBLES, CA 93447-3410
800-646-4237

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
STREET ADDRESS: 4050 MAIN STREET
MAILING ADDRESS:
CITY AND ZIP CODE: RIVERSIDE, CA 92501-3704
BRANCH NAME: CIVIL DIVISION

FOR RECORDER'S USE ONLY

PLAINTIFF: GCFS, INC., a California corporation

DEFENDANT: ANGELA C. SMITH

CASE NUMBER:

RIC499981

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS

Amended

FOR COURT USE ONLY

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

a. Judgment debtor's

Name and last known address

ANGELA C. SMITH
570 TOLOUSE AVE
RIVERSIDE, CA 92501

b. Driver's license no. [last 4 digits] and state:

Unknown

c. Social security no. [last 4 digits]:

Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): ANGELA C. SMITH
570 TOLOUSE AVE RIVERSIDE, CA 92501

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):

GCFS, INC., a California corporation
4301 SECONDWIND WAY PASO ROBLES, CA 93446

5. Original abstract recorded in this county:

a. Date:
b. Instrument No.:

Date: 9-24-08

BRENT D. PETERSON

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
\$ 2,784.67

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

a. Amount: \$ 0.00
b. In favor of (name and address):

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

8. a. Judgment entered on (date): 9-15-08

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 A. Torres, Deputy



This abstract issued on (date):

OCT 02 2008

PLAINTIFF: GCFS, INC., a California corporation	CASE NUMBER:
DEFENDANT: ANGELA C. SMITH	RIC499981

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:

<p>16. Name and last known address</p> <p>_____</p> <p>_____</p> <p>Driver's license no. [last 4 digits] and state: <input type="checkbox"/> Unknown</p> <p>Social security no. [last 4 digits]: <input type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (<i>address</i>):</p>	<p>17. Name and last known address</p> <p>_____</p> <p>_____</p> <p>Driver's license no. [last 4 digits] and state: <input type="checkbox"/> Unknown</p> <p>Social security no. [last 4 digits]: <input type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (<i>address</i>):</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<p>18. Name and last known address</p> <p>_____</p> <p>_____</p> <p>Driver's license no. [last 4 digits] and state: <input type="checkbox"/> Unknown</p> <p>Social security no. [last 4 digits]: <input type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (<i>address</i>):</p>	<p>19. Name and last known address</p> <p>_____</p> <p>_____</p> <p>Driver's license no. [last 4 digits] and state: <input type="checkbox"/> Unknown</p> <p>Social security no. [last 4 digits]: <input type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (<i>address</i>):</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

20. Continued on Attachment 20.

ANGELA C SMITH

Interest Calculation Work Sheet

Interest accrues at the rate of 10% per annum on the principal amount of a money judgment remaining unsatisfied CCP§685.010 (a). Costs are added to and become a part of the judgment CCP§685.090 (a). The costs added to the judgment pursuant to this section are included in the principal amount of the judgment remaining unsatisfied CCP§685.090 (3b).

	A	B	C	D	E	F	G	H	I
	DATE	ACTION	Judgment Unsatisfied remaining balance	COURT COST	PAYMENT	Unpaid balance of Judgment basis for Interest	INTEREST PER DAY	NUMBER OF DAYS	INTEREST ACCRUED
1	09/15/08	Judgment	\$2,784.67 +			\$2,784.67	0.763	17	\$12.97
2	10/02/08	Abstract	\$2,784.67 +	15.00 -		\$2,799.67	0.767	14	\$10.74
3	10/16/03	Rec'd Abst	\$2,799.67 +	20.00 -		\$2,819.67	0.773	1937	\$1,496.36
4	02/04/14	Date of Sale	\$2,819.67 +			\$2,819.67	0.773		\$0.00
5			\$2,819.67 +			\$2,819.67	0.773	0	\$0.00
	TOTALS			35.00	\$0.00			1968	\$1,520.06
						Current Balance			\$4,339.73

Finley, Sandy

From: Carol McNellis <cmcnellis@gcfsinc.com>
Sent: Thursday, July 02, 2015 12:39 PM
To: Finley, Sandy
Subject: Claim for Excess Proceeds Angela Smith
Attachments: doc00941120150702124202.pdf; doc00941020150702124153.pdf

Sandy:

There have been no changes in the amounts of either or our claims sent April 29, 2014 for excess funds from the sale property at 327744 Castana Dr., Temecula CA 92592. I have attached a copy of both claims.

The amount due for Case Number RIC499981 is \$4339.73 and for Case Number RIC518264 is \$4426.15.

Please send have the checks made out to GCFS, INC and send them to our Post Office Box 3410, Paso Robles, CA 93447.

Please let me know if you need anything else.

Sincerely

Carol McNellis
Secretary of GCFS, INC.

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

RECEIVED

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

2014 MAY -2 AM 11:34

TC 199 Item 456 Assessment No.: 959331026-4

RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

Assessee: SMITH, CHARLES III & ANGELA

Situs: 32744 CASTANA DR TEMECULA 92592

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 \$ 4426.15 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. 2009-0512275 recorded on 10-2-09. 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.

Judgment, Recorded Abstract, Interest Calculation Worksheet through _____
date of Sale _____

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 29 day of April, 2014 at San Luis Obispo, CA
County, State

Carol McNellis
Signature of Claimant

Signature of Claimant

Carol McNellis
Print Name

Print Name

4301 Secondwind Way Ste110
Street Address

Street Address

Paso Robles CA 93446
City, State, Zip

City, State, Zip

800-646-4237
Phone Number

Phone Number

FOR COURT USE ONLY

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

BRENT D. PETERSON, BAR #238145
LEGAL DEPARTMENT OF GCFS, INC.
4301 SECONDWIND WAY SUITE 110
POST OFFICE BOX 3410
PASO ROBLES, CA 93447-3410

TELEPHONE NO.: 800-646-4237 FAX NO. (Optional):

E-MAIL ADDRESS (Optional):

ATTORNEY FOR (Name): Plaintiff

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

STREET ADDRESS: 4050 MAIN STREET

MAILING ADDRESS:

CITY AND ZIP CODE: RIVERSIDE, CA 92501-3704

BRANCH NAME: CIVIL DIVISION

PLAINTIFF: GCFS, INC., a California corporation

DEFENDANT: ANGELA C. SMITH

Correct per court website

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUN 30 2009

CASE NUMBER:

RIC518264

JUDGMENT

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

JUDGMENT

1. BY DEFAULT

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

2. ON STIPULATION

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

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

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

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

PLAINTIFF: GCFS, INC., a California corporation
DEFENDANT: ANGELA C. SMITH

CASE NUMBER:
RIC518264

JUDGMENT IS ENTERED AS FOLLOWS BY: THE COURT THE CLERK

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

5. Parties. Judgment is

a. for plaintiff (name each):
GCFS, INC., a California corporation
and against defendant (names):
ANGELA C. SMITH

c. for cross-complainant (name each):
and against cross-defendant (name each):

Continued on Attachment 5a.

Continued on Attachment 5c.

b. for defendant (name each):

d. for cross-defendant (name each):

6. Amount.

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

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

(1)	<input checked="" type="checkbox"/> Damages	\$ 1,203.05
(2)	<input checked="" type="checkbox"/> Prejudgment interest at the annual rate of 28.99 %	\$ 1,164.78
(3)	<input checked="" type="checkbox"/> Attorney fees	\$ 436.11
(4)	<input checked="" type="checkbox"/> Costs	\$ 271.00
(5)	<input type="checkbox"/> Other (specify):	\$
(6)	TOTAL	\$ 3,074.94

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

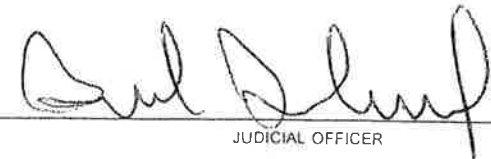
b. Plaintiff to receive nothing from defendant named in item 5b.
 Defendant named in item 5b to recover costs \$
 and attorney fees \$

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

7. Other (specify):

Date:

6/17/09


JUDICIAL OFFICER

Date:

Clerk, by _____, Deputy

(SEAL)

CLERK'S CERTIFICATE (Optional)

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

Date:

Clerk, by _____, Deputy

RECORDING REQUESTED BY
LEGAL DEPARTMENT OF GCFS, INC.

DOC # 2009-0512275
10/02/2009 08:00A Fee:20.00
Page 1 of 3
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



WHEN RECORDED MAIL TO
NAME LEGAL DEPARTMENT OF GCFS,
INC.
MAILING 4301 SECONDWIND WAY S
ADDRESS POST OFFICE BOX 3410
CITY, STATE PASO ROBLES CA 93446
ZIP CODE 93447-3410

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			3						
M	(A)	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
NOTICE SENT T:							CTY	UNI	062

TITLE(S)

M 20
062

ABSTRACT OF JUDGMENT
GCFS, INC., vs ANGELA C SMITH
Case No. RIC518264

JUL 20 2009

EJ-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number):
 Recording requested by and return to:
 BRENT D. PETERSON, BAR #238145
 LEGAL DEPARTMENT OF GCFS, INC.
 4301 SECONDWIND WAY SUITE 110
 POST OFFICE BOX 3410
 PASO ROBLES, CA 93447-3410
 800-646-4237

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
 STREET ADDRESS: 4050 MAIN STREET
 MAILING ADDRESS:
 CITY AND ZIP CODE: RIVERSIDE, CA 92501-3704
 BRANCH NAME: CIVIL DIVISION

FOR RECORDER'S USE ONLY

PLAINTIFF: GCFS, INC., a California corporation
 DEFENDANT: ANGELA C. SMITH

CASE NUMBER:
 RIC518264

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS Amended

FOR COURT USE ONLY

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:
- a. Judgment debtor's
 Name and last known address
 ANGELA C. SMITH
 570 Tolouse Ave
 Riverside, CA 92501
- b. Driver's license no. [last 4 digits] and state: Unknown
- c. Social security no. [last 4 digits]: Unknown
- d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): ANGELA C. SMITH
 570 Tolouse Ave Riverside, CA 92501

2. Information on additional judgment debtors is shown on page 2.
3. Judgment creditor (name and address):
 GCFS, INC., a California corporation
 4301 Secondwind Way, Paso Robles, CA 93446
4. Information on additional judgment creditors is shown on page 2.
5. Original abstract recorded in this county:
 a. Date:
 b. Instrument No.:

Date: 7-14-2009

BRENT D. PETERSON

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
 \$ 3,074.94
7. All judgment creditors and debtors are listed on this abstract.
8. a. Judgment entered on (date): 06/30/09
 b. Renewal entered on (date):
9. This judgment is an installment judgment.
10. An execution lien attachment lien is endorsed on the judgment as follows:
 a. Amount: \$
 b. In favor of (name and address):
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 [Signature], Deputy

[SEAL]



This abstract issued on (date):

SEP 14 2009

PLAINTIFF: GCFS, INC., a California corporation	CASE NUMBER:
DEFENDANT: ANGELA C. SMITH	RIC518264

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:

<p>16. Name and last known address</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p>Driver's license no. [last 4 digits] and state: <input type="checkbox"/> Unknown</p> <p>Social security no. [last 4 digits]: <input type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (<i>address</i>):</p>	<p>17. Name and last known address</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p>Driver's license no. [last 4 digits] and state: <input type="checkbox"/> Unknown</p> <p>Social security no. [last 4 digits]: <input type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (<i>address</i>):</p>
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<p>18. Name and last known address</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p>Driver's license no. [last 4 digits] and state: <input type="checkbox"/> Unknown</p> <p>Social security no. [last 4 digits]: <input type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (<i>address</i>):</p>	<p>19. Name and last known address</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p>Driver's license no. [last 4 digits] and state: <input type="checkbox"/> Unknown</p> <p>Social security no. [last 4 digits]: <input type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (<i>address</i>):</p>
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20. Continued on Attachment 20.

ANGELA C SMITH

Interest Calculation Work Sheet

Interest accrues at the rate of 10% per annum on the principal amount of a money judgment remaining unsatisfied CCP§685.010 (a). Costs are added to and become a part of the judgment CCP§685.090 (a). The costs added to the judgment pursuant to this section are included in the principal amount of the judgment remaining unsatisfied CCP§685.090 (3b).

A	B	C	D	E	F	G	H	I	
DATE	ACTION	Judgment Unsatisfied remaining balance	COURT COST	PAYMENT	Unpaid balance of Judgment basis for Interest	INTEREST RATE PER	NUMBER OF DAYS	INTEREST ACCRUED	
1 06/30/09	Judgment	\$3,074.94 +			= \$3,074.94	0.842	76	\$64.03	
2 09/14/09	Abstract	\$3,074.94 +	15.00 -		= \$3,089.94	0.847	18	\$15.24	
3 10/02/09	Recd Abst	\$3,089.94 +	20.00 -		= \$3,109.94	0.852	1354	\$1,153.66	
4 06/17/13	Writ	\$3,109.94 +	25.00 -		= \$3,134.94	0.859	7	\$6.01	
5 06/24/13	Bank Levy	\$3,134.94 +	35.00 -		= \$3,169.94	0.868	15	\$13.03	
6 07/09/13	BL served	\$3,169.94 +	65.00 -		= \$3,234.94	0.886	90	\$79.77	
7 10/07/13		\$3,234.94 +		\$239.02 -	= \$2,995.92	0.821	120	\$98.50	
8 02/04/14	Date of Sale	\$2,995.92 +			= \$2,995.92	0.821		\$0.00	
9		\$2,995.92 +			= \$2,995.92	0.821	0	\$0.00	
TOTALS			160.00	\$239.02			1680	\$1,430.23	
							Current Balance		\$4,426.15

Finley, Sandy

From: Carol McNellis <cmcnellis@gcfsinc.com>
Sent: Thursday, July 02, 2015 12:39 PM
To: Finley, Sandy
Subject: Claim for Excess Proceeds Angela Smith
Attachments: doc00941120150702124202.pdf; doc00941020150702124153.pdf

Sandy:

There have been no changes in the amounts of either or our claims sent April 29, 2014 for excess funds from the sale property at 327744 Castana Dr., Temecula CA 92592. I have attached a copy of both claims.

The amount due for Case Number RIC499981 is \$4339.73 and for Case Number RIC518264 is \$4426.15.

Please send have the checks made out to GCFS, INC and send them to our Post Office Box 3410, Paso Robles, CA 93447.

Please let me know if you need anything else.

Sincerely

Carol McNellis
Secretary of GCFS, INC.