

FORM APPROVED COUNTY COUNSEL  
 BY: *G.P.P.* 12/21/15  
 DATE: GREGORY P. PRAMOS

Departmental Conference

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

110A



**SUBMITTAL DATE:  
 OCT 21 2015**

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

**SUBJECT:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 185, Item 258. Last assessed to: Araceli Ramirez, a single woman. District 4 [\$8,844] Fund 65595 Excess Proceeds from Tax Sale.

**RECOMMENDED MOTION:** That the Board of Supervisors:  
 1. Approve the claim from Brady J. Lighthall, assignee for E\*Trade Bank for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 641092045-1;  
 (continued on page two)

**BACKGROUND:  
 Summary**

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the March 16, 2010 public auction sale. The deed conveying title to the purchasers at the auction was recorded April 26, 2010. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on June 3, 2010, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.  
 (continued on page two)

*Don Kent*  
 Don Kent  
 Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 8,844	\$ 0	\$ 8,844	\$ 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 12/21/15*  
 Samuel Wong  
 County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Prev. Agn. Ref.: | District: 4 | Agenda Number:

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

**FORM 11:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 185, Item 258. Last assessed to: Araceli Ramirez, a single woman. District 4 [\$8,844] Fund 65595 Excess Proceeds from Tax Sale.

**DATE:** OCT 21 2015

**PAGE:** Page 2 of 2

**RECOMMENDED MOTION:**

2. Deny the claim from Riverside County Treasurer-Tax Collector;
3. Authorize and direct the Auditor-Controller to issue a warrant to Brady J. Lighthall, assignee for E\*Trade Bank in the amount of \$8,844.76, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

**BACKGROUND:**

**Summary (continued)**

The Treasurer-Tax Collector has received 2 claims for excess proceeds:

1. Claim from Brady J. Lighthall, assignee for E\*Trade Bank based on and Assignment of Right to Collect Excess Proceeds dated November 29, 2012, an Open End Deed of Trust recorded May 24, 2005 as Instrument No. 2005-0410975 and a Corporate Assignment of Deed of Trust recorded July 27, 2011 as Instrument No. 2011-0328867.
2. Claim from the Riverside County Treasurer-Tax Collector based on a Certificate of Lien recorded on June 28, 2007 as Instrument No. 2007-0419331 and a Certificate of Lien recorded on May 8, 2008 as Instrument No. 2008-0246643.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Brady J. Lighthall, assignee for E\*Trade Bank be awarded excess proceeds in the amount of \$8,844.76. Since the amount claimed by Brady J. Lighthall, assignee for E\*Trade Bank exceeds the amount of excess proceeds available, there are no funds available for consideration for the claim from the Riverside County Treasurer-Tax Collector. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

**Impact on Citizens and Businesses**

Excess proceeds are being released to the Deed of Trust holder of the property.

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

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

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

RECEIVED

2010 JUL -7 AM 11:52  
RIVERSIDE COUNTY  
TREAS - TAX COLLECTOR

To: Don Kent, Treasurer and Tax Collector

Re: Claim for Excess Proceeds

TC 185 Item 258 Assessment No.: 641092045-1

Assessee: RAMIREZ, ARACELI

Situs: 12966 HACIENDA DSRT HOT SPG

Date Sold: March 16, 2010

Date Deed to Purchaser Recorded: April 26, 2010

Final Date to Submit Claim: April 26, 2011

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$191,493.35 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. 2005-0410975; recorded on 5/24/05. 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.

Principal Balance \$186,463.27  
Original Principle Balance \$177,000.00  
Interest as of March 16, 2010 \$5,946.73  
Total Balance \$191,493.35

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tentants 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 22 day of June, 2010 at Hamilton, OH  
County, State

  
Signature of Claimant

Brady J. Lighthall, Attorney for  
E-Loam, Inc.

Print Name  
Weltman, Weinberg + Reis Co., LPA  
525 Vine St.

Street Address

Cincinnati, OH 45202  
City, State, Zip

(513)723-8082  
Phone Number

Signature of Claimant

Print Name

Street Address

City, State, Zip

Phone Number

ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the assignor'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 assign to Brady J. Lighthall my right to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 641092045-1 sold at public auction on March 16, 2010. I understand that the total of excess proceeds available for refund is \$ 8,844.76 and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VALUABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning.

Rachel Chinski  
(Signature of Party of Interest/Assignor)

Rachel Chinski  
(Name Printed)

671 N. Glebe Road  
(Address)

STATE OF CALIFORNIA )ss.  
COUNTY OF Ohio )  
Cuyahoga

Arlington, VA 22203  
(City/State/Zip)

440-546-6869  
(Area Code/Telephone Number)

On November 29, 2012, before me, Barbara Jean Allman, personally appeared Rachel Chinski, 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.

Barbara Jean Allman  
(Signature of Notary)



**BARBARA JEAN ALLMAN**  
Notary Public, State of Ohio  
My Commission Expires January 17, 2016

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

Brady J. Lighthall  
(Signature of Assignee)

Brady J. Lighthall  
(Name Printed)

525 Vine Street, Suite 800  
(Address)

STATE OF CALIFORNIA )ss.  
COUNTY OF Ohio )  
Hamilton

Cincinnati, OH 45202  
(City/State/Zip)

On January 3rd, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Brady Lighthall, 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.

S. Master-Mattis (Master)  
(Signature of Notary)



**Stephanie R. Masters**  
Notary Public, State of Ohio  
My Commission Expires 08-15-2014

DOC # 2005-0410975 ✓

✓ 05/24/2005 08:00A Fee:48.00

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Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



Recording Requested By:  
Juanita Magana for E-Loan, Inc.

After Recording Return To:

Escrow Closing Services, Inc.  
6230 Stoneridge Mall Road  
Pleasanton, CA 94588  
Recordation Department  
Phone 1-877-501-9135 x 2919

*RAMING E0374395*

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
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A	R	L				COPY	LONG	REFUND	NCHG

48 M TC

**OPEN END DEED OF TRUST**  
DOCUMENT TITLE

After Recording Return To:  
STEWART MORTGAGE INFORMATION  
E-LOAN TRAILING DOCUMENTS  
3910 KIRBY DRIVE SUITE 300  
HOUSTON, TX 77098  
800-795-5263

This document was prepared by:  
ANGELA SOBRERO  
E-LOAN, INC. (EIS, INC.)  
6230 STONERIDGE MALL ROAD  
PLEASANTON, CA 94588

Title Order No.: 10-00024649  
Escrow No.: 07053907  
LOAN #: E0374395

**OPEN END DEED OF TRUST**  
(Securing Future Advances)

MIN: 100039650003743957

THIS DEED OF TRUST is made on APRIL 22, 2005 ✓  
Single Woman,

The trustor is Araceli Ramirez, A ✓

The trustee is Escrow Closing Services, Inc. ✓

("Trustee"). MERS is the beneficiary under this Deed of Trust. "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 organized and existing under the laws of Delaware, and has an address and telephone number of PO Box 2026, Flint,  
Michigan 48501-2026, tel. (888) 679-MERS. In this Deed of Trust, the terms "you," "your" and "yours" refer to the trustor(s).  
The terms "we," "us" and "our" refer to E-LOAN, INC., A DELAWARE CORPORATION

CA - DEED OF TRUST - Single Family - HELOC - HC# 19376 (11/14/99)  
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("Lender"),  
Initials: AR  
CAZDEDL 0404  
04-22-2005 1:27

whose address is 6230 STONERIDGE MALL ROAD, PLEASANTON, CA 94588.

LOAN #: E0374395

Pursuant to a Home Equity Line of Credit Agreement dated the same date as this Deed of Trust ("Agreement"), you may incur maximum unpaid loan indebtedness (exclusive of interest thereon) in amounts fluctuating from time to time up to the maximum principal sum outstanding at any time of **\*\*ONE HUNDRED SEVENTY SEVEN THOUSAND AND NO/100\*\*\*\*\*** Dollars (U.S. **\$177,000.00**). All amounts due under the Agreement must be paid in full not later than **MAY 1, 2015**.

You agree that this Deed of Trust shall continue to secure all sums now or hereafter advanced under the terms of the Agreement including, without limitation, such sums that are advanced by us whether or not at the time the sums are advanced there is any principal sum outstanding under the Agreement. The parties hereto intend that this Deed of Trust shall secure unpaid balances, and all other amounts due to us hereunder and under the Agreement.

The beneficiary of this Deed of Trust is MERS (solely as a nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Deed of Trust secures to us: (a) the repayment of the debt evidenced by the Agreement, with interest, and all refinancings, renewals, extensions and modifications of the Agreement; (b) the payment of all other sums, with interest, advanced under this Deed of Trust to protect the security of this Deed of Trust; and (c) the performance of your covenants and agreements under this Deed of Trust and the Agreement. For this purpose, and in consideration of the debt, you irrevocably grant and convey to the Trustee and Trustee's successors and assigns, in trust, with power of sale, the following described property located in **Riverside** County, California:

See Exhibit "A"/legal description attached hereto and made a part hereof.  
APN #: 641-092-045-1

which has the address of 12966 Cactus Drive # 1, Desert Hot Springs,

California 92240 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Deed of Trust. All of the foregoing is referred to in this Deed of Trust as the "Property." You understand and agree that MERS holds only legal title to the interests granted by you in this Deed of Trust, 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, 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 Deed of Trust.

YOU COVENANT that you are lawfully seised of the estate hereby conveyed and have the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. You warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

CA - DEED OF TRUST - Single Family - HELOC - HC# 19376 (11/14/99)  
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Initials: AR  
CAZDEDL 0404  
04-22-2005 1:27

Public Record

YOU AND WE covenant and agree as follows:

**1. Payment of Principal, Interest and Other Charges.** You shall pay when due the principal and interest owing under the Agreement and all other charges due hereunder and due under the Agreement.

**2. Application of Payments.** Unless applicable law provides otherwise, all payments received by us under the Agreement and Section 1 shall be applied by us as provided in the Agreement.

**3. Prior Deed of Trusts; Charges; Liens.** You have disclosed to us and obtained our approval of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust. You shall perform all of your obligations under any mortgage, deed of trust or other security instruments with a lien which has priority over this Deed of Trust, including your covenants to make payments when due. You shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Deed of Trust or any advance under this Deed of Trust, and leasehold payments or ground rents, if any. Upon our request, you shall promptly furnish to us all notices of amounts to be paid under this paragraph and receipts evidencing any such payments you make directly. You shall promptly discharge any lien (other than a lien disclosed to us in your application or in any title report we obtained) which has priority over this Deed of Trust or any advance under this Deed of Trust.

If applicable law authorizes us to do so, we specifically reserve to ourself and our successors and assigns the unilateral right, upon an event of default in payment of taxes, assessments or insurance on the Property, to require, upon notice, that you pay to us on the day monthly payments are due an amount equal to one-twelfth (1/12) of the yearly taxes, and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust and ground rents on the Property, if any, plus one-twelfth (1/12) of yearly premium installments for hazard and mortgage insurance, all as we reasonably estimate initially and from time to time, as allowed by and in accordance with applicable law.

**4. Hazard Insurance.** You shall keep the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding and earthquakes, for which we require insurance. This insurance shall be maintained in the amounts and for the periods that we require. You may choose any insurer reasonably acceptable to us. Insurance policies and renewals shall be acceptable to us and shall include a standard mortgagee clause. If we require, you shall promptly give us all receipts of paid premiums and renewal notices. If you fail to maintain coverage as required in this section, you authorize us to obtain such coverage as we in our sole discretion determine appropriate to protect our interest in the Property in accordance with the provisions in Section 6. You understand and agree that any coverage we purchase may cover only our interest in the Property and may not cover your interest in the Property or any personal property therein. You also understand and agree that the premium for any such insurance may be higher than the premium you would pay for such insurance. You shall promptly notify the insurer and us of any loss. We may make proof of loss if you do not promptly do so.

We may also, at our option and on your behalf, adjust and compromise any claims under the insurance, give releases or acquittances to the insurance company in connection with the settlement of any claim and collect and receive insurance proceeds. You appoint us as your attorney-in-fact to do all of the foregoing, which appointment you understand and agree is irrevocable, coupled with an interest with full power of substitution and shall not be affected by your subsequent disability or incompetence.

Insurance proceeds shall be applied to restore or repair the Property damaged, if restoration or repair is economically feasible and our security would not be lessened. Otherwise, insurance proceeds shall be applied to sums secured by this Deed of Trust, whether or not then due, with any excess paid to you. If you abandon the Property, or do not answer within 30 days after we give notice to you that the insurer has offered to settle a claim, then we may collect and use the proceeds to repair or restore the Property or to pay sums secured by this Deed of Trust, whether or not then due. Any application of proceeds to principal shall not require us to extend or postpone the due date of monthly payments or change the amount of monthly payments. If we acquire the Property at a forced sale following your default, your right to any insurance proceeds resulting from damage to the Property prior to the acquisition shall pass to us to the extent of the sums secured by this Deed of Trust immediately prior to the acquisition.

You shall not permit any condition to exist on the Property which would, in any way, invalidate the insurance coverage on the Property.



**5. Preservation, Maintenance and Protection of the Property; Your Loan Application; Leaseholds.** You shall not destroy, damage or substantially change the Property, allow the Property to deteriorate, or commit waste. You shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in our good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Deed of Trust or our security interest. You may cure such a default, as provided in Section 17, by causing the action or proceeding to be dismissed with a ruling that, in our good faith determination, precludes forfeiture of your interest in the Property or other material impairment of the lien created by this Deed of Trust or our security interest. You shall also be in default if you, during the loan application process, gave materially false or inaccurate information or statements to us (or failed to provide us with any material information) in connection with the loan evidenced by the Agreement, including, but not limited to, representations concerning your occupancy of the Property as a principal residence. If this Deed of Trust is on a leasehold, you shall comply with the lease. You shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. You shall not, without the express written consent of Lender, alter or amend the ground lease. If you acquire fee title to the Property, the leasehold and fee title shall not merge unless we agree to the merger in writing.

**6. Protection of Our Rights in the Property; Mortgage Insurance.** If you fail to perform the covenants and agreements contained in this Deed of Trust, or there is a legal proceeding that may significantly affect our rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then we may do, and pay for, anything necessary to protect the Property's value and our rights in the Property. Our actions may include paying any sums secured by a lien which has priority over this Deed of Trust or over any advance under the Agreement or this Deed of Trust, appearing in court, paying reasonable attorney's fees, paying any sums which you are required to pay under this Deed of Trust and entering on the Property to make repairs. We do not have to take any action we are permitted to take under this Section; and amounts we pay under this Section shall become additional debts you owe us and shall be secured by this Deed of Trust. These amounts shall bear interest from the disbursement date at the rate established under the Agreement and shall be payable, with interest, upon our request. If we required mortgage insurance as a condition of making the loan secured by this Deed of Trust, you shall pay the premiums for such insurance until such time as the requirement for the insurance terminates.

**7. Inspection.** We may enter and inspect the Property at any reasonable time and upon reasonable notice.

**8. Condemnation.** The proceeds of any award for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to us. If the Property is abandoned, or if, after notice by us to you that the condemnor offers to make an award or settle a claim for damages, you fail to respond to us within 30 days after the date the notice is given, we are authorized to collect and apply the proceeds, at our option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust, whether or not then due. Unless we and you otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments payable under the Agreement and Section 1 or change the amount of such payments.

**9. No Release Upon Extension or Modification.** Our granting of any extension of time for payment or our agreement to modify the terms of repayment of the obligations under the Agreement or the requirements in this Deed of Trust shall not operate to release you from your obligations or liability under the Agreement or this Deed of Trust.

**10. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Deed of Trust shall bind and benefit your successors and permitted assigns. Your covenants and agreements shall be joint and several. Anyone who co-signs this Deed of Trust but does not execute the Agreement: (a) is co-signing this Deed of Trust only to mortgage, grant and convey such person's interest in the Property; (b) is not personally obligated to pay the Agreement, but is obligated to pay all other sums secured by this Deed of Trust; and (c) agrees that we and anyone else who signs this Deed of Trust may agree to extend, modify, forbear or make any accommodations regarding the terms of this Deed of Trust or the Agreement without such person's consent.

**11. Loan Charges.** If the loan secured by this Deed of Trust 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 you which exceed permitted limits will be refunded to you. We may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to you. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.

**12. Notices.** Unless otherwise required by law, any notice to you provided for in this Deed of Trust shall be delivered or mailed by first class mail to the Property Address or any other address you designate by notice to us, and any notice to us shall be delivered or mailed by first class mail to our address stated above or any other address we designate by notice to you.

**13. Governing Law; Severability.** The interpretation and enforcement of this Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located, except as preempted by federal law. In the event that any provision or clause of this Deed of Trust or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Deed of Trust and the Agreement are declared to be severable.

**14. Transfer of the Property.** If all or any part of the Property or any interest in it is sold or transferred without our prior written consent, we may, at our option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by us if exercise is prohibited by federal law as of the date of this Deed of Trust.

**15. Sale of Agreement; Change of Loan Servicer.** The Agreement or a partial interest in the Agreement (together with this Deed of Trust) may be sold one or more times without prior notice to you. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Agreement and this Deed of Trust. There also may be one or more changes of the Loan Servicer unrelated to the sale of the Agreement. If there is a change of the Loan Servicer, you will be given written notice of the change as required by applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any information required by applicable law.

**16. Hazardous Substances.** You shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. You shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of Hazardous Substances in quantities that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. You shall promptly give us written notice of 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 you have actual knowledge. If you learn or are notified by any government or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, you shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in this Deed of Trust, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this Deed of Trust, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**17. Acceleration; Remedies.** You will be in default if (1) any payment required by the Agreement or this Deed of Trust is not made when it is due; (2) we discover that you have committed fraud or made a material misrepresentation in connection with the Agreement; or (3) your action, or your failure to act, adversely affects our security for the Agreement or any right we have in the Property. If a default occurs, we will give you notice specifying: (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 you, 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 Deed of Trust and sale of the Property. The notice shall further inform you of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense you may have to

LOAN #: E0374395

acceleration and sale. If the default is not cured on or before the date specified in the notice, we, at our option, may require immediate payment in full of all sums secured by this Deed of Trust without further demand and may invoke the power of sale and other remedies permitted by applicable law. We shall be entitled to collect all expenses incurred in pursuing remedies provided in this Section 17, including, but not limited to, reasonable attorneys' fees as permitted by applicable law.

If we invoke the power of sale, we shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of our 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. We or the Trustee shall mail copies of the notice as prescribed by applicable law to you 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 you, 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. We or our 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 conclusive evidence of the truth of the statements made therein, unless otherwise provided by applicable law. 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, as set forth above; (b) to all sums secured by this Deed of Trust; and (c) any excess to the person or persons legally entitled to it.

**18. Discontinuance of Enforcement.** Notwithstanding our acceleration of the sums secured by this Deed of Trust under the provisions of Section 17, we may, in our sole discretion and upon such conditions as we in our sole discretion determine, discontinue any proceedings begun to enforce the terms of this Deed of Trust.

**19. Release.** Upon payment of all sums secured by this Deed of Trust, we or the Trustee shall release this Deed of Trust. You shall pay any recordation or filing costs and any fees paid to a third party for services rendered in reconveying or releasing this Deed of Trust, to the extent allowed by law.

**20. Substitute Trustee.** We may, at our option, from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by us 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 Deed of Trust 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.

**21. Request for Notices.** You request that copies of the notices of default and sale be sent to your address which is the Property Address.

**22. Statement of Obligation Fee.** We may collect a fee not to exceed the maximum amount permitted by law for furnishing the statement of obligation as provided in Section 2943 of the Civil Code of California.

**23. Waiver.** No waiver by us at any time of any term, provision or covenant contained in this Deed of Trust or in the Agreement secured hereby shall be deemed to be or construed as a waiver of any other term, provision or covenant or of the same term, provision or covenant at any other time.

**24. Additional Charges.** You agree to pay reasonable charges as allowed by law in connection with the servicing of this loan including, without limitation, the costs of obtaining tax searches and subordinations, provided, however, that nothing contained in this section is intended to create and shall not be construed to create any duty or obligation by us to perform any such act, or to execute or consent to any such transaction or matter, except a release of the Deed of Trust upon full repayment of all sums secured thereby.

CA - DEED OF TRUST - Single Family - HELOC - HC# 19376 (11/14/99)  
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Page 6 of 7

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Public Record

LOAN #: E0374395

25. Riders to this Deed of Trust. If one or more riders are executed by you and recorded together with this Deed of Trust, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider(s) were a part of this Deed of Trust. [Check applicable box(es)]

Condominium Rider  1-4 Family Rider  Planned Unit Development Rider  
 Other(s) [specify] EQUITY LINE RIDER

BY SIGNING BELOW, You accept and agree to the terms and covenants contained in this Deed of Trust and in any rider(s) executed by you and recorded with it.

Signed, sealed and delivered in the presence of:

  
Araceli Ramirez (Seal)

State of CALIFORNIA

County of: Riverside

On 4-30-05 before me, M. BASSEL JAMAL, personally appeared Araceli Ramirez 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.



  
NOTARY PUBLIC

LOAN #: E0374395  
MIN: 100039650003743957

**1-4 FAMILY RIDER  
(Assignment of Rents)**

THIS 1-4 FAMILY RIDER is made this 22ND day of APRIL, 2005 and is incorporated into and shall be deemed to amend and supplement the HELOC Mortgage, HELOC Deed of Trust, Open-End Mortgage, Open-End Deed of Trust, HELOC Security Deed, Deed of Trust, Home Equity Deed of Trust, Credit Line Mortgage, Line of Credit Trust Deed, HELOC Open-End Mortgage, Credit Line Deed of Trust, Multiple Indebtedness Mortgage, Mortgage-Short-Term Mortgage Redemption, Mortgage-One Hundred Eighty Day Redemption Mortgage-Collateral Real Estate Mortgage (the "Security Instrument") of the same date given by the undersigned to secure the undersigned's Agreement referred to in the Security Instrument.

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, it is further agreed as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** You shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless we have agreed in writing to the change. You shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, you shall not allow any lien inferior to the Security Instrument to be perfected against the Property without our prior written permission.

**D. RENT LOSS INSURANCE.** You shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 4.

**E. YOUR RIGHT TO REINSTATE DELETED.** Your right to reinstate pursuant to Section 17 is deleted.

MULTISTATE 1-4 FAMILY RIDER - HELOC  
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LOAN #: E0374395

**F. YOUR OCCUPANCY.** Unless we and you otherwise agree in writing, provisions in Section 5 concerning your occupancy of the Property are deleted.

**G. ASSIGNMENT OF LEASES.** Upon our request after default, you shall assign to us all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, we shall have the right to modify, extend or terminate the existing leases and to execute new leases, in our sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** You absolutely and unconditionally assign and transfer to us all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. You authorize us or our agents to collect the Rents, and agree that each tenant of the Property shall pay the Rents to us or our agents. However, you shall receive the Rents until (i) we have given you notice of default pursuant to Section 17 of the Security Instrument and (ii) we have given notice to the tenant(s) that the Rents are to be paid to us or our agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If we give notice of default to you: (i) all Rents received by you shall be held by you as trustee for the benefit of us only, to be applied to the sums secured by the Security Instrument; (ii) you shall be entitled to collect and receive all of the Rents of the Property; (iii) you agree that each tenant of the Property shall pay all Rents due and unpaid to us or our agents upon our written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by us or our agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) we, our agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) we shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by us for such purposes shall become indebtedness secured by the Security Instrument pursuant to Section 6.

You represent and warrant that you have not executed any prior assignment of the Rents and have not performed, and will not perform, any act that would prevent us from exercising our rights under this paragraph.

We, or our agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to you. However, we, or our agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of ours. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

MULTISTATE 1-4 FAMILY RIDER - HELOC  
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Page 2 of 3

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Public Record



LOAN #: E0374395

**I. CROSS-DEFAULT PROVISION.** Your default or breach under any note or agreement in which we have an interest shall be a breach under the Security Instrument and we may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, the undersigned accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

 \_\_\_\_\_ (Seal)  
Araceli Ramirez

MULTISTATE 1-4 FAMILY RIDER - HELOC  
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Public Record

**Equity Line Rider**

**LOAN #: E0374395**

(Open end credit with  fixed rate  variable rate interest) **MIN #: 100039650003743957**

This Equity Line Rider is dated **APRIL 22, 2005** and is an amendment to the Mortgage or Deed of Trust ("Mortgage") of the same date and given by the undersigned, **Araceli Ramirez, A Single Woman** ✓

("Borrower") to secure Borrower's Home Equity Line Agreement with **E-LOAN, INC., A DELAWARE CORPORATION** ✓

("Lender") of the same day covering the property described in the Mortgage and located at: **12966 Cactus Drive # 1, Desert Hot Springs, CA 92240.** ✓

In addition to the covenants and agreements made in the Mortgage, Borrower and Lender further covenant and agree as follows:

1. The word "Note", as used in the Mortgage and this Rider, refers to the Home Equity Line of Credit Agreement.
2. The Note evidences an open end revolving line of credit agreement between Borrower and Lender under which future advances will be made. The amount stated in the Mortgage as the principal sum of the indebtedness is the current credit limit for the line of credit. All future advances from Lender to the Borrower under such evidence of debt, whether obligatory or discretionary shall be secured by the Mortgage. All obligatory future advances and advances to cure breaches of covenants contained in the Mortgage are secured as if made on the date of this Mortgage. Nothing in this Mortgage shall constitute a commitment to make additional or future loans or advances which exceed **\$177,000.00** (which replicates the current provision in the parties written agreement providing for obligatory future advances.) All sums advanced and expenses incurred by Lender for insuring, preserving, or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
3. The Note provides for:  
A variable rate of interest expressed as a daily periodic rate equal to 1/365 of an annual rate of **1.375%** plus the "Index Rate". The daily periodic rate may increase if the highest prime rate published in the Wall Street Journal "Money

Online Documents, Inc.

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LOAN #: E0374395

Rates" table (the "Index Rate") increases. The initial daily periodic rate is  
0.0195% The annual percentage rate will never be more than 18.000%.  
The daily periodic rate will be adjusted on the first business day of every month,  
using the index rate in effect that day. Any increase in the daily periodic rate may  
increase the monthly payment due.

**NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF  
\$177,000.00 LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER  
WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS  
UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.**

  
\_\_\_\_\_  
Araceli Ramirez (Seal)

EXHIBIT A

A PARCEL OF LAND LOCATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND KNOWN AS:

BEING LOT NUMBER 27 BLOCK T IN DESERT HOT SPRINGS TRACT NO. 3 AS SHOWN IN THE RECORDED PLAT/MAP THEREOF IN BOOK 20 PAGE(S) 35 OF RIVERSIDE COUNTY RECORDS.

Permanent Parcel Number: 641-092-045-1  
ARACELI RAMIREZ, A SINGLE WOMAN✓

12966 CACTUS DRIVE # 1, DESERT HOT SPRINGS CA 92240-4516✓  
Loan Reference Number : 10-00024649/E0374395  
First American Order No: 7053907  
Identifier: ELS

[RECORDING REQUESTED BY]  
NATIONWIDE TITLE CLEARING  
[AND WHEN RECORDED MAIL TO]  
PNC Bank, NA  
C/O NTC 2100 Alt. 19 North  
Palm Harbor, FL 34683

DOC # 2011-0328867  
07/27/2011 03:17P Fee:18.00  
Page 1 of 1  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



Loan #: 794000374395

065 18



**CORPORATE ASSIGNMENT OF DEED OF TRUST**

--- Contact PNC Consumer Services, 2730 Liberty Avenue, Pittsburgh, PA 15222, telephone 412-768-0418 for this instrument.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE FOR E-LOAN, INC, ITS SUCCESSORS AND ASSIGNS, (ASSIGNOR), (MERS Address: P.O. Box 2026, Flint, Michigan 48501-2026) by these presents does convey, grant, sell, assign, transfer and set over the described Deed of Trust together with the certain note(s) described therein, without recourse, representation or warranty, together with all right, title and interest secured thereby, all liens, and any rights due or to become due thereon to E\*Trade Bank, WHOSE ADDRESS IS 2730 Liberty Avenue Mailstop: P5-PCLC-01-I, Pittsburgh, PA 15222, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE).

Said Deed of Trust made by ARACELI RAMIREZ and recorded on 05/24/2005 as Instrument # 2005-0410975 in Book , Page in the office of the RIVERSIDE County Recorder, California.

Property more commonly known as: 12966 CACTUS DRIVE # 1, DESERT HOT SPRINGS, CA 92240

Dated on 07/18/2011 (MM/DD/YYYY)

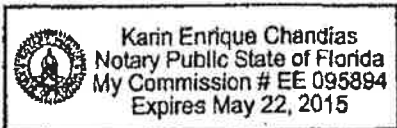
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE FOR E-LOAN, INC, ITS SUCCESSORS AND ASSIGNS

By: [Signature]  
KIM GOELZ VICE PRESIDENT

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on 07/18/2011 (MM/DD/YYYY), by KIM GOELZ as VICE PRESIDENT for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE FOR E-LOAN, INC, ITS SUCCESSORS AND ASSIGNS, who, as such VICE PRESIDENT being authorized so to do, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

[Signature]  
KARIN ENRIQUE CHANDIAS EE095894  
Notary Public - State of FLORIDA  
Commission expires: 05/22/2015



Prepared By: E. Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152  
PNCMA 14373877 -- ETRADE CJ3173110 MIN 100039650003743957 MERS PHONE 1-888-679-MERS FORM5\VRMCA1



\*14373877\*



Re: Riverside County, CA March 16, 2010 Trustee's sale  
of property at: 12966 Cactus Drive#1  
Foreclosure proceeding filed by: Riverside County Treasurer  
Name of property owner prior to Trustee's sale: Araceli Ramirez

To Whom It May Concern:

We are contacting you on behalf of ETrade Bank.

Please be advised that the payoff on the above-referenced account, which is serviced by CLC Consumer Services Co and is secured by the collateral address of 12966 Cactus Drive#1 Desert Hot Springs, CA 92240, as of the sale date of the property, March 16, 2010, was \$186,463.27. The breakdown is:

Principal: \$176,964.23

Interest: \$9,065.54 (accruing after March 16, 2010 at \$0.00 per diem)

Late Charges: \$433.50

Please forward sale proceeds as appropriate to my attention at: P5-PCLC-A1-N, 2730 Liberty Avenue, Pittsburgh, PA 15222.

Please feel free to call me directly if you have any questions or require additional information at 1-866-622-2657 extension .

Sincerely,

CLC Consumer Services Co

**Notice: See Reverse Side for Important Information**

This is an attempt to collect a debt and/or enforce our lien. Any information obtained will be used for that purpose unless prohibited by applicable law. However, if this debt has been discharged or if you are protected by the automatic stay in bankruptcy, we are not attempting to collect the debt from you personally, and if we have obtained relief from the automatic stay, we will only exercise our rights against the property itself. By providing this notice we do not waive any applicable exemptions from state or federal collection laws.

If you are requesting loss mitigation, please note that normal collection activity, collection litigation and/or foreclosure activity may continue on your loan to the extent allowed by law while your request is being reviewed. Any information requested may be necessary to determine your eligibility for loss mitigation options.

Hours of Operation: 8 a.m. to 5 p.m. Monday - Friday ET

**Tel: 703-247-7056**  
**Fax: 703-524-0556**  
**EMail: [jbuchman@etradebank.com](mailto:jbuchman@etradebank.com)**

March 16, 2001

Secretary  
Federal Trade Commission  
Room H-159  
600 Pennsylvania Avenue, N.W.  
Washington, D.C. 20850

Re: *ESIGN Study - Comment P004102*

Dear Sir or Madam:

E\*TRADE Bank, a federal savings bank located in Arlington, Virginia, is pleased to submit the following comments to the Federal Trade Commission and the National Telecommunications and Information Administration regarding the consumer consent provisions of the Electronic Signatures in Global and National Commerce Act ("ESIGN" or the "Act")<sup>(1)</sup> set forth in Section 10(c)(1)(C)(ii) of the Act.

E\*TRADE Bank is wholly owned thrift subsidiary of E\*TRADE Group, Inc., a global leader in online personal financial services. The Bank is the largest internet bank in the U.S., with over \$11 billion in assets, \$6 billion in deposits, and 362,000 customer accounts. The Bank has achieved the number one position in online retail banking by leveraging technology to deliver superior value to its national customer base through innovative products and the highest levels of service. As such, the Bank has a different and somewhat unique business perspective with respect to consumers' use of electronic records and the consent requirements in ESIGN.

E\*TRADE Bank strongly supports the notion of consumer consent incorporated into Section 10(c)(1)(C)(ii) of the Act. In the Bank's view, doing what the customer wants is simply a matter of common sense and good business practice. If one of the Bank's customers prefers to receive monthly statements and other notices in written form through the mail, then it is clearly in the Bank's best interests to abide by and honor that preference.

Although the Bank does not operate a traditional network of brick and mortar branches, it does provide a variety of "touchpoints" through which customers can open accounts, communicate with it, and conduct banking transactions. For example, individuals who desire to open accounts with the Bank can either go online, call a toll-free number or send in a written application and an initial deposit by mail. The Bank's customers can also withdraw funds from their accounts at over 9,000 ATMs operated by its affiliate E\*TRADE Access, as well as many other ATMs that are part of the Cirrus network. The flexibility and convenience that E\*TRADE Bank is able to offer individuals who bank with it is one of the key contributors to the strong growth of the Bank's customer base over the past year and its success in competing against other online banks.

Just as the Bank's customers are able to choose how they transact business and communicate with the Bank, they should also be able to choose how the Bank communicates with them. A

number of the Bank's customers prefer not to be bothered with written monthly statements and notices and elect to view their accounts and bank online. Others still want to receive their statements and other communications on paper. The customer's preference should dictate how and in what form the information is sent. Accordingly, E\*TRADE Bank fully agrees that consumers should only receive information by electronic means if they consent to that particular delivery method.

However, the Bank does not believe that the provisions in ESIGN that detail the specifics of *how* a consumer's consent must be obtained are either necessary or desirable. As set forth in clause (ii), in order for a consumer consent to be effective, (1) the consumer must consent electronically or confirm his or her consent electronically, and (2) the form of the consent must "reasonably demonstrate" the consumer's ability to access the information sent.

The Bank understands the concerns expressed by some that the above two elements of the consent requirement in ESIGN are necessary to protect consumers who are not able to or interested in obtaining information by an electronic means. But common sense dictates that the vast majority of businesses dealing with consumers will take whatever steps that they reasonably deem necessary to make sure that a consumer (1) has given his or her knowing and informed consent and (2) has the ability to receive communications electronically. An entity that sends information electronically runs the twin risks of losing a customer and/or violating consumer protection laws requiring delivery of notices if the customer has not consented to or is unable to receive electronic communications. Senders of information such as the Bank will therefore have a very strong incentive to adhere to consumers' wishes and make sure that its communications are being received in a readable/understandable format.

In addition, E\*TRADE Bank is concerned that the electronic consent and "reasonably demonstrates" components of the consumer consent provision will add an additional layer of communication exchanges that would be irksome and cumbersome to consumers. Take the case, for example, of an individual who opens an account with the Bank using an application form printed in a newspaper or magazine. On the form, the individual would be asked to provide his or her e-mail address and would be asked to check a box if he or she wanted to receive notifications electronically and view statements online. Before the Bank could start sending information electronically to the customer, it would have to, at a minimum, send an e-mail and obtain a response back from him or her. While this can be a simple process, it could easily be interpreted as the Bank needlessly "second guessing" the customer's statement on the application form that he or she is able to receive communications electronically. There is also the possibility that the customer, for whatever reason, does not check his or her e-mail regularly, and it could be some period of time before the Bank receives a confirming response back from that person.

At least one other commenter has noted the concern that computer software, etc. may be incompatible such that the possibility exists that an e-mail will be unreadable by the recipient, or that a consumer's browser will not allow the person to access a web site where electronic information can be viewed. While this may have been a legitimate concern in the past, and the problem still exists to some degree when files or documents are sent as attachments to e-mails, the Bank does not believe that the issue rises to the level where it needed to be addressed in the Act. Also, the Bank would not send its customers an electronic copy of their statement by e-mail, but instead would simply send an e-mail notifying customers of their ability to view their statements by logging-in to a secure environment over the World Wide Web. As noted previously, it would be in the interest of

the institution providing the statement on-line to make sure that the materials could be viewed on standard software and hardware. As long as the consumer has the means to change his or her preference for electronic over paper if any problem should arise, it should not prove necessary to require specific notification of software or hardware requirements in advance.

In sum, E\*TRADE Bank believes that it should be the consumer's decision whether or not to receive statements, required notices and other information electronically. However, the Bank is of the view that the process of how a consumer's consent is obtained is best left to the parties involved in the communication.

Again, E\*TRADE Bank appreciates this opportunity to offer its comments on the consumer consent provisions in Section 101(c)(1)(C)(ii) of ESIGN.

Very truly yours,

John A. Buchman  
*General Counsel*  
E\*TRADE Bank

<sup>1</sup> Pub. L. No. 106-229, 114 Stat. 464 (2000).



**E\*TRADE BANK  
SECRETARY'S CERTIFICATE**

The undersigned, being the duly appointed, qualified, and acting General Counsel and Corporate Secretary of E\*TRADE Bank, a federal savings bank (the "**Bank**"), does hereby certify that:

1. Attached hereto as **Exhibit A** is a true and complete copy of resolutions (the "**Resolutions**") appointing officers for the limited purposes as described in the HELOC Servicing Agreement, duly approved and adopted at a meeting of the Board of Directors of the Bank on October 27, 2011. The Resolutions have not been amended, modified, or rescinded and are in full force and effect as of the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Secretary's Certificate as of this 5<sup>th</sup> day of December, 2011.

By: John A. Buchman  
Name: John A. Buchman  
Its: General Counsel and Corporate Secretary

**Exhibit A**

**Bank Board Approval of Appointment of Officers for Purposes of HELOC Servicing (PNC)**

WHEREAS, E\*TRADE Bank ("**Bank**") engages PNC Bank, National Association ("**PNC**") to perform certain servicing function in connection with home equity loans, pursuant to the terms of a Loan Servicing Agreement, dated January 15, 2008 (the "**Agreement**"), between the Bank and PNC; and

WHEREAS, for the limited purposes set forth in these resolutions, certain employees of PNC have been authorized to act as officers of the Bank in connection with performing the specific limited services described in the Agreement.

WHEREAS, the Bank and PNC desire to authorize additional employees of PNC to act as officers of the Bank in connection with performing the specific limited services described in the Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals (each such individual is referred to herein as an "**Appointee**") named below be and hereby are appointed as officers of the Bank, but only for the sole, limited and exclusive purposes of signing, executing, attesting, acknowledging, recording, releasing or correcting an error, and affixing the seal of the Bank on: (i) mortgages, deeds of trust, trust deeds and security deeds that secure residential mortgage loans made by the Bank; and (ii) any related instruments and documents necessary to effectuate such mortgage loans:

<u>Name</u>	<u>Title to Which Appointed</u>
Charlene Brosky	Vice President
Sandra Butler	Vice President
Dawn Camerlin	Asst. Vice President
Rebecca Chiprean	Asst. Vice President
Beverly Dick	Vice President
Cynthia Donahue	Vice President
Tosha Gaines	Asst. Vice President
Laurie Johnston	Asst. Vice President
Carol Junker	Asst. Vice President
Mindy Mastalerz	Asst. Vice President
Donna Mastascusa	Vice President
Duane McDonald	Vice President
Jonathon McHenry	Asst. Vice President
William Petrina	Asst. Vice President
Denise Potts	Asst. Vice President
Karen Sifford	Vice President
D. Spikula	Vice President
Valerie Stelitano	Asst. Vice President
Patricia Supler	Asst. Vice President

Jennifer Thompson	Asst. Vice President
Gary Urschler	Vice President
Marika Dienes	Officer
Helen Olesinski	Officer
Angie Carrero	Officer
Vahn Knight	Officer
Mallory Carlson	Officer
Bob Tullar	Officer
Dwayne Bean	Officer
Larry Gall	Officer
Dale Hanewinckel	Officer
John Spuhler	Officer
Kelly Matteucci	Officer
✓ Rachel Chinski	Officer
Mariann Lauro	Officer
Kellie Hamrick	Officer
Margie Torres	Officer
Margarita Basch	Officer
Taji Brooks	Officer
Colleen Moran	Officer
Victoria Hunter	Officer
Regina Parks	Officer
Kevin Adams	Officer
Christy Bell	Officer
Kathleen Prorock	Officer
Sherry Syllaba	Officer
Kathleen Dittrich	Officer
Adelina Burnett	Officer
Brenda Crookshanks	Officer
Crystal A. Woods	Officer

**RESOLVED FURTHER**, that the authority granted in the foregoing resolutions covers only acts and doings that are in all respects consistent with and in furtherance of the duties and obligations of PNC under the Agreement, as it may have been, and may hereafter be, amended, supplemented or superseded.

**RESOLVED FURTHER**, that each appointment of each Appointee made hereunder shall automatically terminate: (i) when and if these resolutions are repealed, rescinded or annulled; (ii) upon the expiration or earlier termination of the Agreement; (iii) upon the termination of the employer-employee relationship between the Appointee and PNC; or (iv) upon the resignation, removal or death of the Appointee.

**RESOLVED FURTHER**, that notwithstanding any provision of the Bank's bylaws or any other resolution of the Board of the Bank, Appointees shall not be: (i) deemed to be an employee of the Bank for any purpose; (ii) entitled to compensation of any kind or type from the

Bank; and (iii) entitled to any benefits whatsoever granted by the Bank or by law or regulation to other officers, directors or employees of the Bank.

**RESOLVED FURTHER**, that the officers of the Bank are, and each of them hereby is, authorized, directed and empowered to execute, deliver and file any applications, certificates, agreements or any other instruments or documents or amendments or supplements to such documents, or to do or to cause to be done any and all other acts and things as such officers, or any one of such officers, may, in his or her discretion, deem necessary or advisable and appropriate to carry out the purposes of the foregoing resolutions.

**RESOLVED FURTHER**, that all actions heretofore taken consistent with the purposes and intents of the foregoing resolutions be and each of them is in all respects hereby ratified, approved, confirmed and adopted in all respects as the deed of the Bank.

Filename: E\_TRADE Bank - Secretary\_s Certificate - PNC officers (revised)  
Directory: C:\Users\chorak\Documents  
Template: C:\Users\chorak\AppData\Roaming\Microsoft\Templates\Normal.  
dotm  
Title: E\*TRADE FINANCIAL CORPORATION  
Subject:  
Author: E\*Trade Financial  
Keywords:  
Comments:  
Creation Date: 12/5/2011 1:02:00 PM  
Change Number: 2  
Last Saved On: 12/5/2011 1:02:00 PM  
Last Saved By: Brochner, Rhonda  
Total Editing Time: 1 Minute  
Last Printed On: 12/5/2011 1:57:00 PM  
As of Last Complete Printing  
Number of Pages: 4  
Number of Words: 821 (approx.)  
Number of Characters: 4,683 (approx.)

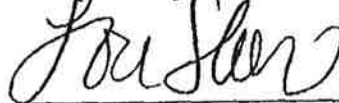
**E\*TRADE Bank Approval of Appointment of Officer for Purposes of HELOC Servicing (PNC)**

In advance of the meetings Mr. Roessner had distributed to the members of the Bank Board certain resolutions that the Bank Board was being asked to take action on during this meeting. Mr. Roessner reviewed with the Bank Board members the requested appointment of certain limited officers of the Bank in connection with the Bank's servicing activities with PNC Bank, National Association. Following a discussion, upon motion duly made and seconded, the Bank Board approved and adopted the resolutions attached to these minutes as **Exhibit B**.

**Adjournment**

There being no additional business to come before the Boards, the meeting was adjourned.

Respectfully submitted,



---

Lori Sher,  
Secretary of the Meeting

**EXHIBIT B**

**E\*TRADE Bank Appointment of Officers for Purposes of HELOC Servicing (PNC)**

**WHEREAS**, the Bank engages PNC Bank, National Association ("PNC") to perform certain servicing function in connection with home equity loans, pursuant to the terms of a Loan Servicing Agreement, dated January 15, 2008, as amended on January 24, 2011 (the "Agreement"), between the Bank and PNC; and

**WHEREAS**, for the limited purposes set forth in these resolutions certain employees of PNC are hereby authorized to act as officers of the Bank in connection with performing the specific limited services described in the Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the individuals (each such individual is referred to herein as an "Appointee") named below be and hereby are appointed as officers of the Bank, but only for the sole, limited and exclusive purposes of signing, executing, attesting, acknowledging, recording, releasing or correcting an error, and affixing the seal of the Bank on: (i) mortgages, deeds of trust, trust deeds and security deeds that secure residential mortgage loans made by the Bank; and (ii) any related instruments and documents necessary to effectuate such mortgage loans:

<u>Name</u>	<u>Title to Which Appointed</u>
Charlene Brosky	Vice President
Sandr Butler	Vice President
Dawn Camerlin	Asst. Vice President
Rebecca Chiprean	Asst. Vice President
Beverly Dick	Vice President
Michael Dimuzio	Vice President
Cynthia Donahue	Vice President
Tosha Gaines	Asst. Vice President
Darnella Ganaway	Asst. Vice President
Laurie Johnston	Asst. Vice President
Carol Junker	Asst. Vice President
Mindy Mastalerz	Asst. Vice President
Donna Mastascusa	Vice President
Duane McDonald	Vice President
Jonathon McHenry	Asst. Vice President
William Petrina	Asst. Vice President
Denise Potts	Asst. Vice President
Shawn Scalise	Asst. Vice President
Karen Sifford	Vice President
D. Spikula	Vice President
Valerie Stelitano	Asst. Vice President
Patricia Supler	Asst. Vice President
Jennifer Thompson	Asst. Vice President

Gary Urschler	Vice President
Sherrie Young	Vice President
Marika Dienes	Officer
Helen Olesinski	Officer
Angie Carrero	Officer
Vahn Knight	Officer
Mallory Carlson	Officer
Bob Tullar	Officer
Dwayne Bean	Officer
Larry Gall	Officer
Stacie Reusser	Officer
John Spuhler	Officer
Kelly Matteucci	Officer
Roger Srail	Officer
Mariann Lauro	Officer
Kellie Hamrick	Officer
Margie Torres	Officer
Margarita Basch	Officer
Taji Brooks	Officer
Colleen Moran	Officer
Victoria Hunter	Officer
Regina Parks	Officer
Kevin Adams	Officer
Christy Bell	Officer
Kathleen Prorock	Officer
Sherry Syllaba	Officer

**RESOLVED FURTHER**, that the authority granted in the foregoing resolutions covers only acts and doings that are in all respects consistent with and in furtherance of the duties and obligations of PNC under the Agreement, as it may have been, and may hereafter be, amended, supplemented or superseded.

**RESOLVED FURTHER**, that each appointment of each Appointee made hereunder shall automatically terminate: (i) when and if these resolutions are repealed, rescinded or annulled; (ii) upon the expiration or earlier termination of the Agreement; (iii) upon the termination of the employer-employee relationship between the Appointee and PNC; or (iv) upon the resignation, removal or death of the Appointee.

**RESOLVED FURTHER**, that notwithstanding any provision of the Bank's bylaws or any other resolution of the Board of the Bank, Appointees shall not be: (i) deemed to be an employee of the Bank for any purpose; (ii) entitled to compensation of any kind or type from the Bank; and (iii) entitled to any benefits whatsoever granted by the Bank or by law or regulation to other officers, directors or employees of the Bank.



**RESOLVED FURTHER**, that the officers of the Bank are, and each of them hereby is, authorized, directed and empowered to execute, deliver and file any applications, certificates, agreements or any other instruments or documents or amendments or supplements to such documents, or to do or to cause to be done any and all other acts and things as such officers, or any one of such officers, may, in his or her discretion, deem necessary or advisable and appropriate to carry out the purposes of the foregoing resolutions.

**RESOLVED FURTHER**, that all actions heretofore taken consistent with the purposes and intents of the foregoing resolutions be and each of them is in all respects hereby ratified, approved, confirmed and adopted in all respects as the deed of the Bank.

## Pazicni, Jennifer

---

**From:** Lighthall, Brady <blighthall@weltman.com>  
**Sent:** Wednesday, September 30, 2015 6:59 AM  
**To:** Pazicni, Jennifer  
**Subject:** RE: 641092045-1; 12966 Hacienda, Desert Springs CA; Araceli Ramirez- WWR # 10042087 (EP 185-258)

Hi Jennifer- the amount owed at this time is \$186,463.27.

Thank you,

Brady

**Brady J. Lighthall, Esq.**

Managing Partner- Real Estate Default Group

**Weltman, Weinberg & Reis Co., L.P.A.**

p 513-723-6082 | f 513-723-2239

525 Vine Street, Suite 800 Cincinnati, OH 45202

[blighthall@weltman.com](mailto:blighthall@weltman.com) | [weltman.com](http://weltman.com)

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**From:** Pazicni, Jennifer [<mailto:JPazicni@co.riverside.ca.us>]  
**Sent:** Tuesday, September 29, 2015 5:58 PM  
**To:** Lighthall, Brady  
**Subject:** RE: 641092045-1; 12966 Hacienda, Desert Springs CA; Araceli Ramirez- WWR #10042087 (EP 185-258)

So, \$191,493.35 is the amount still due and owing?

---

**From:** Lighthall, Brady [<mailto:blighthall@weltman.com>]  
**Sent:** Tuesday, September 29, 2015 2:57 PM  
**To:** Pazicni, Jennifer  
**Subject:** RE: 641092045-1; 12966 Hacienda, Desert Springs CA; Araceli Ramirez- WWR #10042087 (EP 185-258)

Hi Jennifer- please allow this email to confirm that the amount set forth in E\*Trade's claim form submitted to you previously is still owed to E\*Trade Bank. Let me know if you need any further information.

Thank you,

Brady

Brady J. Lighthall, Esq.

Managing Partner- Real Estate Default Group

Weltman, Weinberg & Reis Co., L.P.A.

p 513-723-6082 | f 513-723-2239

525 Vine Street, Suite 800 Cincinnati, OH 45202

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---

**From:** Pazicni, Jennifer [<mailto:JPazicni@co.riverside.ca.us>]

**Sent:** Tuesday, September 29, 2015 5:51 PM

**To:** Lighthall, Brady

**Subject:** RE: 641092045-1; 12966 Hacienda, Desert Springs CA; Araceli Ramirez- WWR #10042087 (EP 185-258)

Mr. Lighthall,

Thank you for providing me with the additional documentation. Would you please confirm the amount that is still due and owing to your client? A response to this email would be fine for an updated statement of money owed.

Thank you,

Jennifer Pazicni

Riverside County Treasurer-Tax Collector's Office

Tax Sale Operations/Excess Proceeds

951 955-3336

[jpazicni@co.riverside.ca.us](mailto:jpazicni@co.riverside.ca.us)

---

**From:** Lighthall, Brady [<mailto:blighthall@weltman.com>]

**Sent:** Monday, August 10, 2015 11:17 AM

**To:** Pazicni, Jennifer

**Cc:** Frazier, Kristy

**Subject:** APN: 641092045-1; 12966 Hacienda, Desert Springs CA; Araceli Ramirez- WWR #10042087

Hi Jennifer- it was a pleasure speaking with you earlier today. Attached is a copy of the recorded Assignment of Deed of Trust assigning E-Loan, Inc.'s interest to E\*Trade Bank. Please let me know if anything further is needed to complete your review of E\*Trade's claim for surplus funds.

Thank you,

Brady

**Brady J. Lighthall, Esq.**

Managing Partner- Real Estate Default Group

**Weltman, Weinberg & Reis Co., L.P.A.**

p 513-723-6082 | f 513-723-2239

525 Vine Street, Suite 800 Cincinnati, OH 45202

[blighthall@weltman.com](mailto:blighthall@weltman.com) | [weltman.com](http://weltman.com)

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

To: Don Kent, Treasurer and Tax Collector

Re: Claim for Excess Proceeds

TC 185 Item 258 Assessment No.: 641092045-1

Assessee: RAMIREZ, ARACELI

Situs: 12966 HACIENDA DSRT HOT SPG

Date Sold: March 16, 2010

Date Deed to Purchaser Recorded: April 26, 2010

Final Date to Submit Claim: April 26, 2011 ✓

RECEIVED  
2010 JUL 21 PM 1:04  
RIVERSIDE COUNTY  
TREAS - TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$4485.50 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. See Attached; recorded on \_\_\_\_\_. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

See Attached

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tentants 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 21<sup>st</sup> day of July, 2010 at Riverside, CA  
County, State

Don Kent, Deputy  
Signature of Claimant

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

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

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

\_\_\_\_\_  
Street Address  
Return to  
DON KENT  
County Treasurer-Tax Collector  
P.O. Box 12005  
Riverside, California 92502-2205

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

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

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

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

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

THIS IS TO INFORM YOU THAT A TAX LIEN HAS BEEN FILED WITH RESPECT TO UNSECURED PROPERTY

When recorded, mail to:

ARACELI RAMIREZ ✓  
1834 MADERA CIR  
CORONA CA CA 928790000

Doc #. 2007-0419331 ✓  
06/28/2007 08:00A Fee: NC  
Page 1 of 1

Recorded in Official Records

County of Riverside  
== Larry W Ward ==  
Assessor, County Clerk and Recorder  
\*\*This document was electronically prepared and recorded by the County of Riverside\*\*

**CERTIFICATE OF LIEN ✓**

(Recorded pursuant to Revenue and Taxation Code Section 2191.3 et seq. and without acknowledgement pursuant to Government Code Section 27282)

STATE OF CALIFORNIA | SS  
COUNTY OF RIVERSIDE

No. 0323968 ✓

I, Paul McDonnell, Tax Collector of the County of Riverside, State of California, hereby certify that there are, on record in my office, unpaid taxes which were duly assessed, computed and levied for the fiscal year shown below pursuant to Section 2151 et seq. of the Revenue and Taxation Code.

The person(s) shown below is (are) liable to said County for the unpaid amounts set forth below plus any other penalties and charges which may accrue pursuant to law.

**NAME AND ADDRESS**

RAMIREZ ARACELI ✓  
1834 MADERA CIR  
CORONA CA CA 928790000

<u>Fiscal Year</u>	<u>Tax Rate Area</u>	<u>Assessment Number</u>	<u>Tax</u>	<u>Penalty</u>	<u>Cost</u>	<u>Recording Fee</u>
2005-2007 ✓	004-031	052535125-2	\$1,007.21	\$100.72		\$11.00

Upon recordation of this certificate of lien, the total amount required to be paid constitutes a lien upon all personal property and real property now owned or subsequently acquired by the person(s) named herein before the date on which this lien expires.

This lien has the force, effect and priority of judgement lien for ten years from the recording of this instrument, unless sooner released or otherwise discharged.

Executed on 06/25/2007

Paul McDonnell, Tax Collector

Public Record

ASMTNBR: 052535125-2 YR: 2005 INPUT/PAY-DT: 07/13/2010 BAL-DUE: 1,709.82  
PARENT: 122331009-3 TRA: 004-031 BILLNBR: 006866563 TAX CODE 0-00

ASSESSEE: RAMIREZ, ARACELI  
MAILADDR: 1260 CONESTOGA WAY NORCO CA 92860  
SITUS: 1834 MADERA CIR CORONA 92879  
PRCLDESC: LOT 21 MB 200/029 TR 22813  
ID INFO: DUE TO CONVEYANCE NBR: 5362779 EFFECTIVE DATE: 05/18/2006  
CONVEY: STT 0362779 05/2006

VALUE(S): LND: 215487 STR: 10435 2005  
VALUE(S): LND: 213617 STR: 5344 2006

\* \* \* \* \* PRESS PA1 FOR MORE DATA \* \* \*  
E N F O R C E M E N T A C T I O N S \* \* \* \* \*

CTY: 33 LIEN NBR: 0323968 DOC: 000020070419331  
PRNT: 06/25/2007 RECD: 06/28/2007 RELD:  
NAME: RAMIREZ, ARACELI  
ADDRESS: 1834 MADERA CIR CORONA CA 928790000

\* \* \* PRESS PA1 FOR MORE DATA \* \* \*  
INPUT/PAY-DT: 07/13/2010  
\* \* \* \* \* C H A R G E S A N D P A Y M E N T H I S T O R Y \* \* \* \* \*

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
04/04/2007	TAXES		1,007.21	1,007.21
06/01/2007	DELQ PENALTY		100.72	1,107.93
06/25/2007	LIEN FEES		13.00	1,120.93
06/25/2007	MISC FEES		45.00	1,165.93
07/13/2010	ACCRUED PENALTY		543.89	1,709.82

THIS IS TO INFORM YOU THAT A TAX LIEN HAS BEEN FILED WITH RESPECT TO UNSECURED PROPERTY

When recorded, mail to:

ARACELI RAMIREZ  
540 N GOLDEN CIR NO 107  
SANTA ANA CA 92705

Doc #. 2008-0246643  
05/08/2008 08:00A Fee: NC  
Page 1 of 1

Recorded in Official Records

County of Riverside

= Larry W Ward =

Assessor, County Clerk and Recorder

\*\*This document was electronically prepared and recorded by the County of Riverside\*\*

**CERTIFICATE OF LIEN**

(Recorded pursuant to Revenue and Taxation Code Section 2191.3 et seq. and without acknowledgement pursuant to Government Code Section 27282)

STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

No. 0345879

I, Paul McDonnell, Tax Collector of the County of Riverside, State of California, hereby certify that there are, on record in my office, unpaid taxes which were duly assessed, computed and levied for the fiscal year shown below pursuant to Section 2151 et seq. of the Revenue and Taxation Code.

The person(s) shown below is (are) liable to said County for the unpaid amounts set forth below plus any other penalties and charges which may accrue pursuant to law.

**NAME AND ADDRESS**

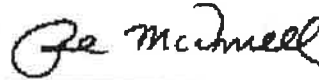
RAMIREZ ARACELI  
540 N GOLDEN CIR NO 107  
SANTA ANA CA 92705

Fiscal Year	Tax Rate Area	Assessment Number	Tax	Penalty	Cost	Recording Fee
2005-2006	021-011	052443640-6	\$1,576.64	\$157.66		\$13.00

Upon recordation of this certificate of lien, the total amount required to be paid constitutes a lien upon all personal property and real property now owned or subsequently acquired by the person(s) named herein before the date on which this lien expires.

This lien has the force, effect and priority of judgement lien for ten years from the recording of this instrument, unless sooner released or otherwise discharged.

Executed on 04/30/2008



Paul McDonnell, Tax Collector



ASMTNBR: 052443640-6 YR: 2005 INPUT/PAY-DT: 07/13/2010 BAL-DUE: 2,775.68  
PARENT: 473174001-5 TRA: 021-011 BILLNBR: 006796212 TAX CODE 0-00

ASSESSEE: RAMIREZ, ARACELI  
MAILADDR: 540 N GOLDEN CIR NO 107 SANTA ANA CA 92705  
SITUS: 28985 LOCUST AVE MORENO VALLEY 92555  
PRCLDESC: 8.31 ACRES M/L IN FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS  
ID INFO: DUE TO CONVEYANCE NBR: 5911180 EFFECTIVE DATE: 11/02/2005  
CONVEY: STT 0911180 11/2005

VALUE(S): LND: 255200 STR: 164500

\* \* \* PRESS PA1 FOR MORE DATA \* \* \*  
\* \* \* \* \* E N F O R C E M E N T A C T I O N S \* \* \* \* \*

CTY: 33 LIEN NBR: 0345879 DOC: 000020080246643  
PRNT: 02/28/2007 RECD: 05/08/2008 RELD:  
NAME: RAMIREZ, ARACELI  
ADDRESS: 540 N GOLDEN CIR NO 107 SANTA ANA CA 927050000

\* \* \* PRESS PA1 FOR MORE DATA \* \* \*  
INPUT/PAY-DT: 07/13/2010  
\* \* \* \* \* C H A R G E S A N D P A Y M E N T H I S T O R Y \* \* \* \* \*

TAX CODE 0-00

DATE	DESCRIPTION	COLNBR	AMOUNT	BALANCE DUE
11/07/2006	TAXES		1,576.64	1,576.64
01/01/2007	DELQ PENALTY		157.66	1,734.30
02/28/2007	LIEN FEES		13.00	1,747.30
02/28/2007	MISC FEES		58.75	1,806.05
07/13/2010	ACCRUED PENALTY		969.63	2,775.68