

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



FROM: Don Kent, Treasurer-Tax Collector

SUBMITTAL DATE: OCT 2 1 2015

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 192, Item 164. Last assessed to: Leopoldo Cardenas and Angie A. Cardenas, husband and wife as joint tenants. District 1 [\$22,615]. Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Citifinancial Services, Inc. for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 287343017-1; (continued on page two)

BACKGROUND:

Summary

In accordance with Section 3691 et seg, of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors. The Tax Collector conducted the March 20, 2012 public auction sale. The deed conveying title to the purchasers at the auction was recorded May 11, 2012. 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 6, 2012, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest. (continued on page two)

Don Kent

Treasurer-Tax Collector

| FINANCIAL DATA | Current Fis | cal Year: | Next Fiscal Year: | | Total Cos | st: | 0 | ngoing Cost: | 100000000000000000000000000000000000000 | CONSENT c. Office) |
|-----------------|-------------|-----------|-------------------|-----|-----------|--------|----|-----------------|---|-----------------------|
| COST | \$ | 22,615 | \$ | 0 3 | \$ | 22,615 | \$ | 0 | Consent □ | Dollar 🗸 |
| NET COUNTY COST | \$ | 0 | \$ | 0 5 | \$ | 0 | \$ | 0 | Consent | Folicy C |
| SOURCE OF FUNI | DS: Fun | d 65595 E | Excess Proceeds | fro | m Tax | Sale | - | Budget Adjustr | nent: N/A | |
| | | | | | | | | For Fiscal Year | : 15/1 | 6 |
| C.E.O. RECOMME | NDATIC | N: | APPROVE | 0 / | | | | • | | |

| | | County Executive Office Signature | Samuel yr | Jilg | |
|-----------------|--------------|-----------------------------------|---------------|----------------|-----|
| | | MINUTES C | F THE BOARD O | F SUPERVISORS | |
| Positions Added | Change Order | | | | |
| | | | | | |
| A-30 | 4/5 Vote | | | | |
| | | Prev. Agn. Ref.: | District: 1 | Agenda Number: | 9-3 |

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

FORM 11: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 192, Item 164. Last assessed to: Leopoldo Cardenas and Angie A. Cardenas, husband and wife as joint tenants. District 1 [\$22,615]. Fund 65595 Excess Proceeds from Tax Sale.

DATE: 0CT 2 1 2015 PAGE: Page 2 of 2

RECOMMENDED MOTION:

2. Deny the claim from MCT Group, Inc.;

3. Authorize and direct the Auditor-Controller to issue a warrant to Citifinancial Services, Inc. in the amount of \$22,615.94, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

BACKGROUND: Summary (continued)

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

- 1. Claim from Citifinancial Services, Inc. based on a Deed of Trust recorded February 7, 2008 as Instrument No. 2008-0063617.
- Claim from MCT Group, Inc. based on an Abstract of Judgment recorded October 4, 2011 as Instrument No. 2011-0437452.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Citifinancial Services, Inc. be awarded excess proceeds in the amount of \$22,615.94. Since the amount claimed by Citifinancial Services, Inc. exceeds the amount of excess proceeds available, there are no funds available for consideration for the claim from MCT Group, Inc. 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 beneficiary on the deed of trust of the property.

ATTACHMENTS (if needed, in this order):

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

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

| To: | Don Kent, Treasurer-Tax Collector |
|------------------|---|
| Re: | Claim for Excess Proceeds |
| TC 192 | 2 Item 164 Assessment No.: 287343017-1 |
| Assess | see: CARDENAS, LEOPOLDO & ANGIE A |
| Situs: | 17160 ALAMEDA DR PERRIS |
| Date S | old: March 20, 2012 |
| Date D | eed to Purchaser Recorded: May 11, 2012 |
| Final D | ate to Submit Claim: May 13, 2013 |
| pr Record | pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of from the sale of the above mentioned real property. I/We were the from the sale of the above mentioned real property. I/We were the from the sale of the above mentioned real property as is evidenced by Riverside County er's Document No. 2004-066347; recorded on 27-08. A copy of this document is attached here to re the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached each item of documentation supporting the claim submitted. |
| NOTE: | YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED. |
| - | |
| | |
| | |
| | |
| have to claimant | operty is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the tax and only receive his or her respective portion of the claim. |
| | firm under penalty of perjury that the foregoing is true and correct. |
| | re of Claimant aday of |
| An Print Na | ame Zossos Print Name Print Name |
| Street A | 16 12 13 |
| | 2/2 75035 City, State, Zip 1062 707 |
| Phone N | 2-653-4455 Number Phone Number |
| | SCO 8-21 (1-99) |

| Thomas J., Holithus Kevin R., McCarthy Matthew E. Podmentk Katie Jo Keeling JaVonne M., Phillips Kristin Schuler-Hintz Paul M., Lewine** David C., Scott Jennifer C. Wong Angela M., Michael Seth Harris Kelly M., Raftery Matthew B., Learned Melissa Robbins Coutts* Kristin Zilberstein Merdaud Jafamia Thomas J., Rubrup Rebecca L. Lang Mary Steams Sherry A., Moore Janice Jacovino Lakshul Jagannath** | CA NE NV CA | McCarthy ◆ Holthus A Limited Liability Partnership 1770 Fourth Avenue San Diego, California 92101 Telephone (877) 369-6122 Facsimile (619) 685-4811 www.McCarthyHolthus.com Email to all personnel: First initial and last name@mccarthyholthus.com | AZ CA CA OR OR OR OR OR OR OR CA AZ OR WA NM NV FL NM CA CO WA CO NM NM NM AZ CO | Alison Lienau David Rankin Casey C. Pence Amber Labrecque Carrie Majors-Staab Michael Chen Ellis Wilder Lisa Lear Andreanna Smith James Nicita Jeffrey Boman Brady Godbout Thomas Moore Jeannette Whittaker Gary Fink Denise Snyder Holly Shilliday Jessica Grape Christopher Luhrs Erin Robson Umair Malik Iman Tehranii |
|---|---|---|--|---|
| Mary Steams Sherry A. Moore Janice Jacovino | NV NV | , | CO NM NM | Christopher Luhrs Erin Robson Umair Malik |

November 7, 2014

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Riverside County Tax Collector 4080 Lemon St Riverside, CA 92501

Via First Class Mail and Email: ttc@co.riverside.ca.us

RE: CITIBANK'S COMPLETED CLAIM TO EXCESS PROCEEDS

In Re: 17160 ALAMEDA DR., PERRIS, CA 92570

M&H File No.: CA14-2519-KK Default No.: 2006-287343017-0000

APN: 287343017-1

Dear Sir or Madam:

Our office has been retained by CitiMortgage, Inc. to retrieve surplus funds from the sale of the real property referenced above. Please find enclosed a completed claim form and copies of the supporting documentation. Please let us know what else you will need from our client to complete this claim.

If you have any questions, please do not hesitate to contact Elizabeth Peralta-Reed at (619) 685-4815.

Very truly yours,

McCarthy & Holthus, LLP

Megan Boyd, Esq.

Attorney for CitiMortgage, Inc.

Colorado Office 7700 E. Arapahoe Road, Suite 150 Centennial, CO 80112 (877) 369-6122 Facsimite (866) 894-7369 Washington Office 108 1st Ave South Suite 300 Seattle, WA 98104 (206) 319-9100 Facsimile (206) 780-6862 Oregon Office 920 SW 3rd Avenue 1st Floor Portland, OR 97204 (971) 201-3200 Facsimile (971) 201-3202

Of Counsel
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Facsimile (480) 302-4101
**Attorneys from this Office
*Managing Associate, AZ Office of

McCarthy + Holthus

New Mexico Office 6501 Eagle Rock NE, Suite A-3 Albuquerque, NM 87113 Telephone (877) 369-6122 Facsimile (505) 750-9803

Nevada Office 9510 West Sahara Avenue, Suite 200 Las Vegas, NV 89117 (702) 685-0329 Facsimile (866) 339-5691

Recording requested by Citifinancial Services Inc. and When record mail to: First American Equity Loan Services 1100 Superior Ave Ste# 200 Cleveland, OH 44114

DOC # 2008-0063617 02/07/2008 08:00A Fee:30.00 Page 1 of 8 Recorded in Official Records County of Riverside Larry W. Ward Assessor, County Clerk & Recorder



| S | R | Ü | PAGE | SIZE | DA | MISC | LONG | RFD | COPY |
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| STORES. | - | ***** | - Commond | - | | | CTY | UNI | 00 |

DEED OF TRUST

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION (ADDITIONAL RECORDING FEES APPLIES)

WHEN RECORDED MAIL TO CITIFINANCIAL SERVICES, INC.

Street Addre BUREN BLVD STE C1 2955 VAN

City/State/Zit RIVERSIDE CA- 92503

SPACE ABOVE THIS LINE FOR RECORDER'S USE

5174325

DEED OF TRUST

THIS DEED OF TRUST is made this 13th day of LEOPOLDO CARDENAS AND ANGIE A CARDENAS, HUSBAND AND WIFE AS

2007

, among the Trastor, (herein "Borrower"),

(herein "Trus!ee"),

whose

JOINT TENANTS CITIFINANCIAL SERVICES, INC.

CITIFINANCIAL SERVICES, INC.

and the Reneficiary,

a corporation organized and existinguader the laws of address is 2955 VAN BUREN BLVD STE C1 RIVERSIDE C Californía RIVERSIDE CA 92503

(herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably greate and conveys to Trustee, in trust, with power of sale, the following described property located in the County of RIVERSIDE, State of California:

> LOT 27, OF GALVAN PARK NO.2 AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 28 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALFORNIA

APN: 287-343-017

When recorded return to: First American Title Insurance Lenders Advantage 1100 Superior Avenue, Suite 200 Cieveland, Ohio 44114 ATTN: NSS TEAM

which has the address of 17160 ALAMEDA DR (herein "Property Address"),

PERRIS

, California 92570

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the lessehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property";

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated 12/13/2007 and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$ 93,409.31, with interest thereon, providing for monthly installments of principal and interest; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unexcumbered except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Page 1 of 6

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or a written weiver by Lender. Borrower shall pay to Lender on the day mouthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rems on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender it Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds. analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rems, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender, if under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender. Lender shall apply. no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs I and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges. fines and impositions attributable to the Property which may attain a priority over this Eseed of Truss, and leasthold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Leuder may require and in

such amounts and for such periods as Lender may require.

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make proof of loss

if not made promptly by Borrower.

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

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

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

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

- 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Londer's interest in the Property.
- 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lieu which has priority over this Deed of Trust.
- 10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the same secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust. (b) is not personally liable on the Note of under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property. Co-signer varives notice of acceptance, presentment, demand, protest, and notice of nonpayment, and agrees that Lender may renew, extend, modify, release, or discharge Borrower, or otherwise settle or compromise Borrower's obligation to Lender, or extend additional credit to Borrower's defaults, or delay in enforcing Lender's rights in the event of any default by Borrower, without releasing or impairing the Deed of Trust given to Lender by the co-signer.
- 12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 13. Governing Law, Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.

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 delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to core such breach; (3) a date, not less than 10 days from the date the notice is malled to Borrower, by which such breach must be cured; and (4) that failure to cure such breach 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 Borrower 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 of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of the sale in one or more parcets and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled

sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facte evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums

secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

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

19. Assignment of Rents; Appointment of Receiver: Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or

abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of tents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

20. Reconveyance. Upon payment of all sums secured by this Deed of Trust. Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty but Lender or Trustee will collect a reconveyance fee and any fees required.

Copy (Customer)

by public officials in connection with the payoff of the indebtedness secured by this Deed of Trust. The Trustee will file all appropriate documents with the appropriate public official to evidence the satisfaction of the underlying indebtedness, and/or reconveyance of this Deed of Trust, and/or release of the Lender's interest in the Property.

- 21. Substitute Trustee. Lender, at Lender's option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county where the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this instrument is recorded and the name and address of the successor trustee. The successor trustee shall, without conveyance of the Property, succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.
- 22. Request for Notices. Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address which is the Property Address. Lender requests that copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust be sent to Lender's address, as set forth on page one of this Deed of Trust, as provided by Section 2924(b) of the Civil Code of California.
- 23. Statement of Obligation, Lender may collect a fee not to exceed \$60 for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.
- 24. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on m in the Property. Borrower 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 small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender 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 Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance aftecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 24, "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 herhicides, volatile solvents, materials containing asbessos or formaldehyde, and radioactive materials. As used in this paragraph 24, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

| | -Seg | Looked Canh | 20195 | Barrower |
|---|--|------------------------------|------------------------|----------------|
| | F/19 | ALE A. CARDEN | sis | -Battsower |
| STATE OF CALIFORNIA. | 11.0 | .ec 11 -/11 42 | | |
| Country of KNU roule | | · asten | | |
| On /2.13.07 before the officer) personally appeared personally known to me (or proved to me on the to the within instrument and acknowledged to that by his/her/their signature(s) on the instrument. | e basis of satisfactory me that he/she/shev e | recined the same in his/her/ | their authorized capac | city(ios), and |
| WITNESS my hand and official seal. | Signature | for the same | / | (Seal) |
| R.E. LOJERO Commission # 165 Notary Public - Cal My Comm. Squites Nov | 17759 Itomha & | P.E. Lopes | | |

ANGIE A CARDENAS

LEOPOLDO P CARDENAS

Page 6 of 6

| | REQU | EST FOR NOTICE (| OF DEFAULT | ~ |
|---|--|-------------------------|-------------------------------|--|
| In accordance with of sale under the d | Section 2924b, Civil Code, requeed of trust (or mortgage) record | uest is hereby made th | nat a copy of any notice of d | efault and a copy of any notic |
| | Col | my, (or med for reco | rd with recorder's serial nur | nber |
| | | | 951 | ounty) California, executed by rustor (or mortgagor) in which |
| and | | | , is named | as trustee be mailed to |
| CITIFINANCIAL INC. | SERVICES, | | | as trustee be mailed to |
| 2955 VAN BURE RIVERSIDE CA | | opy to CITIFINA | NCIAL SERVICES, INC | |
| NOTICE: A copy of request. If your add | of any notice of default and of ress changes, a new request must | be recorded. | ll be sent only to the addre | |
| | | | For Beneficiary | |
| | REQ | UEST FOR RECONV | EYANCE | |
| TO TRUSTEE: | • | | | |
| Deed of Trust, which | gned is the holder of the note or by this Deed of Trust, have be hare delivered hereby, and to r r persons legally entitled thereto | en paid in full. 1011 : | | |
| Dated: | | · | | |
| CA 27112-8 5/2005 | Original (Recorded) | Copy(Branch) | Copy(Customer) | Page 6 of 6 |

This Rider Amends The Loan Agreement/Promissory Note Entered Into On Date Below

Agreed Rate Reduction Rider

Borrower(s) (Name and mailing address)
ANGIE A CARDENAS
LEOPOLDO P CARDENAS
17160 ALAMEDA DR
PERRIS CA 92570

Lender (Name, address, city and state)
CITIFINANCIAL SERVICES,
INC.
2955 VAN BUREN BLVD STE C1
RIVERSIDE CA 92503

Account No. 208009 Date of Loan 12/13/2007

Borrower has agreed to pay the rate of interest set forth in the Note (the "Note Rate") until the full amount of principal has been paid. However, if on any one of the second, third or fourth anniversaries of the scheduled due date of the first full installment payment due date under the Note (each, an "Anniversary Date") Borrower has demonstrated a Good Payment History. Lender agrees to decrease the Note Rate to 11.34 %. Borrower will be deemed to have demonstrated a "Good Payment History" if Borrower: (a) has made each of the most recent 24 consecutive monthly payments under the Note before the date the next payment was due; (b) has never been late by 91 days or more in making any monthly payments due under the Note; (c) neither Borrower nor Co-Borrower has filed petitions in bankruptcy during the term of the loan; and (d) no provision of the Note has been modified prior to the Anniversary Date. Modifications to the Note include deferment of a scheduled payment, legal action with respect to enforcement of the Note or the Mortgage, and an adjustment of the loan terms. If Borrower demonstrates a Good Payment History, the new Note Rate will take effect one month after the earliest Anniversary Date on which Borrower has demonstrated a Good Payment History ("Rate Reduction Date"). Beginning with Borrower's first monthly payment after the Rate Reduction Date, Borrower will pay the new amount as the monthly payment until the Maturity Date. Lender will decrease Borrower's Note Rate only one time during the term of the loan, provided Borrower demonstrates a Good Payment History on any one of the second, third, or fourth Anniversary Dates.

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

Angir A. Cardenas

Co-Borrower

Date

DATINA MENINERIA MININA

CARDENAS

FIRST AMERICAN LENDERS ADVANTAGE

DEED OF TRUST

(New/Renewal) 21101-5_10/2003

Original (Branch)

Copy (Customer)

Public Record

Angie & Leopoldo Cardenas 17160 Alameda Dr 03-0141-0257519 MORTGAGOR'S NAME: PROPERTY ADDRESS: LOAN NUMBER:

Perris CA 92570

Interest Rate 7.43% May 13, 2013 \$107,761.12 \$93,035.95 \$12,224.03 \$0.00 \$2,486.14 \$15.00 8/15/2011 5/13/2013 TOTAL AMOUNT OF PAYOFF PAYOFF GOOD THROUGH Principal Balance Deferred Interest Late Charge Fees Interest from : Misc Fees

\$28,017.40

\$19.19

Per Diem ≂

| | , | | |
|--|---|---|--|
| Richard Control of the Control of th | SENDER: COMPLETE THIS S | SECTION | COMPLETE THIS SECTION ON DELIVERY |
| | Complete items 1, 2, and 3. / item 4 if Restricted Delivery is Print your name and address so that we can return the car Attach this card to the back or on the front if space permit | s desired. on the reverse d to you. of the mailpiece, | A. Signature X Agent Address B. Received by (Printed Name) C. Date of Delive Mariana Publish 5/36/15 |
| | 1. Article Addressed to: | | D. Is delivery address different from item 1? Yes If YES, enter delivery address below: |
| May 21, 2015 McCarthy & Holthus, LLP Attn; Elizabeth Peralta-Reed | McCarthy & Ho lthus, LLI Attn: Elizabe th Peralta-F 1770 4 th Avenue San Diego, CA 92101 | | 3. Service Type St Certified Mail |
| 1770 4 th Avenue | EP192-164 | | 4. Restricted Delivery? (Extra Fee) ☐ Yes |
| San Diego, CA 92101 | 2. Article Number (Transfer from service label) | 7003 | 2260 0004 1548 9551 |
| Date of Sale: March 20 To Whom It May Concern: This office is in receipt of your documentation you have provid Please submit the necessary p document(s) listed below may | claim for excess proceeds fro led is insufficient to establish broof to establish your right | your claim. to claim the exc | ess proceeds. The |
| Notarized Affidavit for Corpersonal Property under Corporate Code 13100 Notarized Statement of different/misspelled Notarized Statement Give Authorization to Anna Zoro Ball-Tobin to claim on bordiffinancial Services, In Certified Death Certificates Copy of Birth Certificates | ing issus and Wendy ehalf of c. for | Original Note X Updated Sta (as of the Articles of Inc Statement by Court Order A Deed (Quitcle | riage Certificate for c/Payment Book atement of Monies Owed date of the tax sale) corporation (if applicable Domestic Stock) Appointing Administrator aim/Grant etc) Promissory note for the |
| If you should have any question | us, please contact me at the nu | ımber listed belo | w. |

Jennifer Pazicni Tax Sale Operations Unit (951) 955-3336 (951) 955-3990 Fax

Sincerely,

EP 192-1604

Pazicni, Jennifer

From:

Taxsale, TaxCollector

Sent:

Tuesday, August 18, 2015 7:06 AM

To: Cc: Pazicni, Jennifer Taylor, Desiree

Subject:

FW: M&H File No>: CA14-2519-KK | Default No.: 2006-287343017-0000

Attachments:

Note.pdf

From: Kristina Klam [mailto:kklam@McCarthyHolthus.com]

Sent: Monday, August 17, 2015 4:57 PM

To: Taxsale, TaxCollector

Cc: IDSMH

Subject: FW: M&H File No>: CA14-2519-KK | Default No.: 2006-287343017-0000

Kristina Klam | Surplus Funds Supervisor

McCarthy ♦ Holthus LLP

m. 1770 4th Avenue San Diego CA 92101

t. 619.685.4800 ext. 3929 d. 619.243.3929 | f. 619.685.4811

e. kklam@McCarthyHolthus.com

 ${
m P}$ Save A Tree - Please consider your environmental responsibility before printing this e-mail.

"Service Second to None"

CONFIDENTIALITY NOTICE: The information contained herein may be privileged and protected by the atterney/client and/or other privilege. It is confidential in nature and intended for use by the intended audressee only. If you are not the intended recipient, you are hereby expressly prohibited from dissemination distribution, copy or any use whatsoever of this transmission and its contents. If you receive this transmission in error, please reply or call the sender and arrangements will be made to retrieve the originals from you at no change.

Federal law requires in To advise you that communication with our office could be interpreted as an attempt to collect a debt and that any information obtained will be used for that purpose

From: Kristina Klam

Sent: Monday, August 17, 2015 4:55 PM

To: 'JPazicni@co.riverside.ca.us.'

Cc: IDSMH

Subject: M&H File No>: CA14-2519-KK | Default No.: 2006-287343017-0000

Good Afternoon,

Please find attached a copy of the Note. I am still waiting on the other documents you requested, but figured I would go ahead and send this to you since I had it ready to go.

Thanks!

Kristina Klam | Surplus Funds Supervisor

McCarthy ♦ Holthus LLP

m. 1770 4th Avenue San Diego CA 92101

- t. 619.685.4800 ext. 3929 d. 619.243.3929 | f. 619.685.4811
- e. kklam@McCarthyHolthus.com

 ${\it P}_{\it Save ATree}$ - Please consider your environmental responsibility before printing this e-mail.

"Service Second to None"

CONFIDENTIALITY NOTICE: The information contained herein may be privileged and protected by the attorney/client and/or other privilege. It is confidential in nature and intended for use by the intended attorney. If you are not the intended recipient, you are hereby expressly prohibited from dissemination distribution, copy or any use whatsoever of this transmission and its contents. If you receive this transmission in error, please reply or call the sender and arrangements will be made to retrieve the originals from you at no charge.

Federal law requires us to advise you that communication with our office could be interpreted as an attempt to collect a debt and that any information obtained will be used for that purpose

| 03-0141-0257519 | Angie & Leopoldo Cardenas | 17160 Alameda Dr |
|-----------------|---------------------------|-------------------|
| LOAN NUMBER: | MORTGAGOR'S NAME: | PROPERTY ADDRESS: |

| PROPERTY AUDRESS: 1/160 A | 1/160 Alameda Dr | | |
|---------------------------|---------------------|--------------|---------------|
| Perris | Perris CA 92570 | | |
| PAYOFF GOOD THROUGH : | | May 13, 2013 | |
| | | PB | Interest Rate |
| Principal Balance | | \$93,035.95 | 7.43% |
| Interest from: 8/15/20 | 8/15/2011 5/13/2013 | \$12,224.03 | |
| Late Charge Fees | | \$0.00 | |
| Deferred Interest | | \$2,486.14 | |
| Misc Fees | | \$15.00 | |
| TOTAL AMOUNT OF PAYOFF | | \$107,761.12 | |
| Per Diem = | \$19.19 | \$28,017.40 | |

Disclosure Statement, 1 te and Security Agreement Lender (Name, address, city and state) Account No ANGIE A CARDENAS CITIFINANCIAL SERVICES, 208009 LEOPOLDO P CARDENAS 17160 ALAMEDA DR PERRIS CA 92570 INC. 2955 VAN BUREN BLVD STE C1 Date of Loan RIVERSIDE CA 92503 12/13/2007 Total of Payments CANEAU BURGENTAGE WATE The amount of credit provided in Borrower or on Borrower's behind The informs Bostower will have paid the: Bostower has made a payments as a becaused tio dollar senions da errich will 355,251,15 99,636,65 Snounty. If checked, florrower is giving a security interest in. When Payment Are Dio Motor Velocie Mobile Home. Real Property Other RPF03VIOUS Late Charge If payment a late. Borrower will be 995 49 RENERLY SECTIONERS GIVOSVICOS charged an amount organ to the medicant. S. C. the impaid partion of the payment afteror's 15.00 Prepayment: If Berrower pays off early, Borrower X will not in they have to pay a penalty, and will not be confided to a return of part of the finance there. bes the communities making for any additional information about conjugations, defined the required objects in his between the scale and day and propagation in him between the scale and day and propagation in him and polarities. * Does not include any insurance premium Additional Information: DATE CRARGES HEGEN Tool payment of first means's payment including insurance premitting, it's 93,409.31 2,720.66 603-2740 12/18/2007 Required in action Discussio<u>e</u>: Borrower grants in it a security interest as indicated in this document, insurance to protect the Lendor's interest in the collateral may be required. If this form is secured by real property, or mobile/manufactured home, then fire, extended coverage, collision mid/or comprehensive casually insurance is required naming Lender as loss payer, until the losu is fully paid. The amount of such insurance must be suifficient to satisfy the amount of such insurance may be provided inrough an existing policy or a policy obtained independently and purchased by Borrower Borrower may obtain such insurance from any insurer that is reasonably eceptable to Lender Cartonae from one Occasione; iteratives a serious of the purchase optional insurance products, such as: Credit Life, Credit Disability, Involuntary Unemployment insurance products, such as: Credit Life, Credit Disability, Involuntary Unemployment Ansurance or any other optional insurance products. Lender's decision to grant credit will not be affected by Borrower's decision to purchase or decline to purchase optional insurance. Coverage will not be provided onless Borrower signs and agrees to pay the applicable monthly premium in addition to the monthly loan payment disclosed above. Borrower should refer to the terms contained in the applicable certificate or policy of insurance issued for the exact description of benefits, exclusions and premium rates. If Borrower purchases insurance, Borrower's monthly payment will include both the monthly loan payment disclosed above and the applicable mouthly premiums. I/We request the following insurance Premium Due with the First Month's First Year's Insurance Premium: Type Loan Payment ohe & Carry NONE NONE NONE (* First year's premiums are calculated on the assumption that monthly load payments are timely made). Accrued but unpaid premium, if not paid earlier, will be due and payable at the time of the final payment on the loans However, tailure to pay premiums may result in termination of insurance as described below. Termination of insurance will terminate upon the opional insurance products offered at any time. The optional insurance will terminate upon the earliest of the tellowing occurrences: (1) the Leader's receipt of Borrower's written request for termination, (2) on the date when the auth of past the premiums equal or exceed four times the first month premium; (3) termination pursuant to the provisions of the insurance certificate, (4) payment in full of Borrower's Loan. TERMS: In this Disclosure Statement. Note and Security Agreement, the word "Borrower" refers to the persons signing below as Borrower, whether one or more. If more than one Borrower signs, each will be responsible, individually and together, for all promises made and for repaying the loan in full. The word "Lender" refers to the Lender, whose name and address are shown above AND TOPA In return for a hour that Burrower has received, Borrower promises to pay to the order of Lender the Principal amount shown above, plus interest on the superior Principal balance from the Date Charges Begin shown above at the rate of interest of 12.34 % per annum. above, plus interest on the unpaid Principal balance from the Date Charges Begin shown above at the rate of interest of 12,34 % per annum. Leader will compute interest on the unpaid Principal balance on a daily basis from the date charges begin until Borrower repays the loan. If Borrower does not make sufficient or timely payments according to the payment schedule above. Borrower will incur greater interest charges on the loan. On the I/A month uninversary of the Date of Loan shown above, the rate of interest applicable to the remaining unpaid principal balance shall decrease to

S per aumum The monthly rate is 1/12th of the rate per annum and the daily rate is 1/30th of the monthly rate.

Principal Amount is composed of the Amount Financed plus any points, escrow, fee, if any, and administrative fee, if any,

Principal and interest shall be payable in the monthly installments shown above beginning on the first payment date shown above and continuing on the same day in each following month until pant in full. Upon the final payment date, the entire outstanding balance of Principal and interest evidenced by this Disclosure Statement. Note and Security Agreement shall be due and payable. Any payment(s) which Lender accepts after the final payment date or the acceleration thereof do not constitute a renewal or extension of this loss unless Lender to determines. Each payment shall be applied as follows: (1) late charges and anomaly loss payments due (first to interest, then principal), (2) insurance premiums due, (3) unpaid interest to the date of payment, if may, then (4) principal. Lender may collect interest from and after maturity upon the unpaid Principal balance at the rate of interest prevailing at the time of maturity under this Dischaute Statement, Note and Security Agreement.

Borrower's Initials

NOTE ALLONGE

This indersement is incorporated into and shall be deemed part of the Note to which it is attached.

Loan Number*;

05-0234-0200345

we of the done of this Note Allongs

Borrower Name(s): Angle A Cardenas, Leopoldo P Cardenas

Date of Loan:

12/13/2007 \$93,409.31

Amount of Loan: Property Address:

17160 Alameda Dr.

City, State, Zip:

Petris, CA 92570

Pay to the order of:

CitiFinancial, Inc. (a Maryland corporation)

Without recourse

CitiFinancial Services, Inc. (a California corporation)

Michelle Fowler Vice President

05-02-4-0200345 Cardenas Monge

McCarthy ◆ Holthus

A Limited Liability Partnership A Multijurisdictional Law Firm 1770 Fourth Avenue

San Diego, California 92101 Telephone (877) 369-6122

Facsimile (619) 685-4811 www.McCarthyHolthus.com

Email to all personnel:
First initial and last name@mccarthyholthus.com

August 25, 2015

Riverside County Tax Collector Attn: Jennifer Pazicni 4080 Lemon St. Riverside, CA 92501

Via Overnight Mail and Email: <u>taxsale@co.riverside.ca.us</u>

RE: DEMAND FOR SURPLUS FUNDS

Trustor:

ZAHUR AHMAD

Property Address:

17160 ALAMEDA DR.

PERRIS, CA 92570

File No.:

CA14-2519-KK

Dear Ms. Pazicni:

The undersignes are employees of CitiMortgage, Inc. They are familiar with the business practices and here by submit the attached payoff demand as claim to surplus funds resulting from the sale on March 20, 2012 of the real property located at 17160 Alameda Dr., Perris, CA 92570.

If you have any questions, please do not hesitate to contact Kristina Klam at (619) 243-3929.

Megan Boyd, Esq

Attorney for CitiMortgage, Inc.

| (Anna Zissis) |
|---|
| State of California 3 |
| County of Oallas |
| On 8-19-15 before me, (AUNG-MARIE GUETZ LAFF), personally |
| appeared ANNA Zissis |
| |
| |
| |
| |
| who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are |
| subscribed to the within instrument and acknowledged to me that he/she/they executed the same |
| in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the |
| instrument the |
| person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. |
| I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing |
| paragraph is true and correct. |
| XXVIII I I C C |
| WITNESS my hand and official seal. |
| Signature <u>Olice Flacie Greeklant</u> (Seal) (Notary) |
| |

ANNE MARIE GUETZLAFF My Commission Expires May 8, 2019

| What I all the |
|---|
| (Wendy Ball-Tobin) |
| State of Collifornia |
| County of Dallas |
| On 8-19-15 before me, (AUNE-MARIE GUETZ CAFF), personally appeared WENDY BAU-TOBIN |
| |
| |
| who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the |
| person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. |
| I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. |
| WITNESS my hand and official seal. |
| Signature <u>Deve Hair Greeklaff</u> (Seal) (Notary) |
| |



Accrued Interest for Deed of Trust on 287343017-1

Original Loan Amount
% Rate 12.76 per annum =\$11,565.50 per year
Interest per day = \$31.69

\$90,638.65

From updated statement of money owed

Adjusted principal balance as of 8/15/2011 % Rate 7.43 per annum =\$6,912.58 per year Interest per day = \$18.94

\$93,035.95

Amount owing as of 08/15/2011

Interest from 08/15/2011 to 03/20/2012

\$93,035.95

\$97,145.93

\$4,109.98

(217 Days)

Total

\$97,145.93

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 | | 福品 品 |
| TC 192 Item 164 Assessment No.: 287343017- | .1 | RECEIVED MILLIA PH 2: TREASPRISE COLUMN TREASPRI |
| Assessee: CARDENAS, LEOPOLDO & ANGIE A | | 類で |
| Situs: 17160 ALAMEDA DR PERRIS | | 4ED PH 2:50 |
| Date Sold: March 20, 2012 | | 第 5 5 6 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 |
| Date Deed to Purchaser Recorded: May 11, 2012 | | 30 |
| Final Date to Submit Claim: May 13, 2013 | | |
| I/We, pursuant to Revenue and Taxation Code \$ 12,005.74 from the sale of the above menti property owner(s) [check in one box] at the Recorder's Document No. 2011–0437452; record I/We are the rightful claimants by virtue of the attachereto each item of documentation supporting the contraction. | ioned real property. I/We were the XX lienh time of the sale of the property as is evideded on 10/4/11. A copy of this doctached assignment of interest. I/We have I | older(s), nced by Riverside County ument is attached here to. |
| NOTE: YOUR CLAIM WILL NOT BE CONSIDERE | | |
| Abstract of Judgment-Civil and Small Cl | laims Doc# 2011-0437452 Recorded | 10/04/11 |
| Judgment listing Leopeldo P. Cardenas a | as defendant entered on 09/07/11 | |
| Writ of execution issued 9/28/11 by Riv | verside Superior Court showing bal | lance owed |
| F | | |
| If the property is held in Joint Tenancy, the taxsale have to sign the claim unless the claimant submits claimant may only receive his or her respective portion. I/We affirm under penalty of perjury that the foregoin executed this 13th day of June | proof that he or she is entitled to the full a on of the claim. | amount of the claim, the |
| Executed this day or | County, State |); |
| han | | |
| Signature of Claimant | Signature of Claimant | |
| Chris Peters, MCT Group, Inc. Print Name | Print Name | |
| 2309 W 190th St | 1 | |
| Street Address | Street Address | |
| Redondo Beach, Ca 90278 | City State 7in | <u></u> |
| City, State, Zip | City, State, Zip | |
| 1-800-622-2242 Phone Number | Phone Number | |
| | | |

R

SCO 8-21 (1-99)

| 1 | EJ-001 | | DOC | # 0 | | | | | | |
|--|--|----------------|----------------|-----------|----------|-----------|---|--------|---------|--------------|
| | RNEY (Name, address, State Bar number, and | | 10/04 | 1/2011 | רוש | -04 | 3745 | 2 | | |
| telephone number): Recording requested by and return to: | | | 20,04 | Pac | e 1 o | DUA F | 3/45 ee:18. | 00 | | |
| Peter W. Singer, E | sa S B # 129212 | | Recor | ded in | Utt! | -1-1 - | Records | | | |
| LAW OFFICES OF PET | | 1 | | 1 | ~. K1 | versic | le | | | |
| 10755 Scripps Powa | | | Assessor | , Cou | y W. | Ward | | | | |
| San Diego, CA 9213 | | | | Bii ibbbi | 10111 00 | III IBIBB | Record | der | | |
| Ban Diego, en 3213 | _ | 1 | | NI INDN | ШИ | | | | l | |
| 619-299-8234 | | 1 ' | .mmiii ##!!!!# | | | | | | I | |
| X ATTORNEY X JUDGMEN | NT ASSIGNEE OF | | 5 T T | - | - | | V200 C200 C200 C200 C200 C200 C200 C200 | | | |
| FOR CREDITO | DR RECORD | S | RU | PAGE | SIZE | DA | MISC L | ONG | RFD | COPY |
| SUPERIOR COURT OF CALIFORNIA, CO | | | | 2 | | | | | | i |
| STREET ADDRESS: 4050 Mai | in Street | M | AL | 465 | 426 | PCOR | NCOD | | | EXAM |
| MAILING ADDRESS: | 1 | | | 400 | 420 | T CONT | NCOR S | MF I | NCHG | SVI |
| CITY AND ZIP CODE: Riversio | - | | | | | T: | C | YT | UNI | 11 |
| BRANCH NAME: WESTERN | REGION_CIVIL DIVISION | 1 | | | | | | | | |
| PLAINTIFF: MCT GROU | JP | | | CASE | NUMBER | : | | | 1 | í l |
| > | | | | 1 | | DTG | 100000 | n == 4 | 10 | 1 |
| DEFENDANT: JOSE LUI | IS CASTILLO, et al. | | | | | KIC | 100223 | 554 | I. | 1.7 |
| | | | | | | | | | | × ģ |
| | OF JUDGMENT—CIVIL | Ame | ended | | | FOR C | OURT USE | ONLY | | 2 |
| | SMALL CLAIMS | | | | | | | | | |
| 1. The X judgment credite | - | | | | | | | | | Phase |
| • | dgment and represents the follo | owing: | 7-2 | | | | | | | 517 |
| a. Judgment debtor's | | | | | | | | | | 723000419119 |
| | nd last known address | | | 1 | | | | | | 1 |
| | llo aka Jose L. Casti | .TTQ | | | | | | | | 1 |
| | lo aka Jose Medel | | | | | | | | | 1 |
| 7285 Fiesta Ave | | | | | | | | | | - 1 |
| Riverside, CA 9 | | | | | | | | | | 1 |
| b. Driver's license no. [last 4 | 4 digits] and state: | | X Unknowr | ا | | | | | | 1 |
| c. Social security no. [last 4 | | | Unknow | 1 | | | | | | |
| | ntry of sister-state judgment was | ≀viloneren | | 1 | | | | | | - 1 |
| mailed to (name and add | dress): Jose Luis Castil | lo aka t | | actil | 110 0 | leo To | | | | |
| Jose Medel- 7285 | Fiesta Ave | TO and Di | JSE L. C | astii | тто а | ıka JC | ose ca | ST1. | TTO 5 | ака |
| | rside, CA 92504 | | | | | | | | | |
| 2. X Information on addition | nal judgment | 4. In | formation o | n additi | ional iı | ıdamer | nf | | | |
| debtors is shown on p | | cr | editors is sh | nown o | п раде | 2. | | | | |
| 3. Judgment creditor (name a | | 5. O | riginal abstr | act rec | orded | in this | county: | | | |
| MCT GROUP | , | | Date: | | | - | , | | | |
| | ORRANCE, CA 90504 | | instrument | t No : | | 0 | | | | |
| | , , , , , , , , , , , , , , , , , , , | | monument | . 140 | 1 | // | | | | |
| Date: 09/26/11 | | N | | 02 | M | | | | | |
| PETER W. SINGER | D DOINT MANEY | | | _/ | | | | | | |
| | R PRINT NAME) | | | SIGNATUI | RE OF AF | PPLICANT | OR ATTOR | NEY) | | |
| 6. Total amount of judgment a | s entered or last renewed: | 10. | An [| exe | ecution | ı lien | atta | achm | ent lie | n |
| \$ 11,928.58 | | | is end | orsed o | n the j | judgme | nt as fol | lows: | | |
| 7. All judgment creditors and o | debtors are listed on this abstra | ct. | | ount: \$ | | - | | | | |
| 8. a. Judgment entered on (da | | | b. In fa | avor of | (name | and a | ddress): | | | |
| b. Renewal entered on (da | | | | | | | | | | |
| | | | | | | | | | | |
| 9 This judgment is an in | stallment judgment. | 11. A | stay of enfo | orceme | nt has | | | | | |
| [SEAL] | | | X not b | | | | court | | | |
| will o | | b | | | | | rt effecti | מנו פע | til | |
| 100000000000000000000000000000000000000 | | | date | | ou by t | ine cou | i chech | ve uii | LII | |
| Manage State of the state of th | | 12. a | X I cer | | thisis | a true | and cor | rect o | hetrac | rt of |
| | This abstract issued on (date) | i | the i | udgmei | nt ente | red in | this action | on. | would | J. 01 |
| | SEP 2 8 2011 | b. | A ce | rtified & | epy of | f the jud | igment i | s atta | ched. | |
| September 1 | | Cle | rk, by | (- | 1 | X | ie | 2 | 100 | eputy |
| 100000 | | | | 25,00 |)- | | | | 0 | |

| PLAINTIFF: MCT GROUP | | case number: RIC10022354 |
|--|---------------------------|----------------------------|
| DEFENDANT: JOSE LUIS CASTILLO, et al. | | KIC10022331 |
| NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREI | DITORS: | |
| 13. Judgment creditor (name and address): | 14. Judgment credito | or (name and address): |
| 5. | | |
| 15. Continued on Attachment 15. | | |
| INFORMATION ON ADDITIONAL JUDGMENT DEBTORS: | | |
| 16. Name and last known address | 17. Na | ame and last known address |
| Leopoldo P. Cardenas aka Leopoldo Cardenas 17160 Alameda Drive Perris, CA 92570 Driver's license no. [last 4 digits] and state: Social security no. [last 4 digits]: Unknown Summons was personally served at or mailed to (address): Leopoldo P. Cardenas aka Leopoldo Cardenas 17160 Alameda Drive Perris, CA 92570 | Social security no. [las | Unkno |
| 18. Name and last known address | 19. Na | ame and last known address |
| | | - |
| Driver's license no. [last 4 digits] and state: Social security no. [last 4 digits]: Summons was personally served at or mailed to (address): | n Social security no. [la | Unkno |
| | | |
| 20. Continued on Attachment 20. | | |
| | | |



2011-0437452 10/04/2011 08:00A 2 of 2 3103(4003)

| | | | JUD-10 |
|---|---|--|--|
| ATTORNEY OR PARTY WITHOUT ATTORNEY IName, state bar numi | | FOR COL | urt use only |
| Peter W. Singer, Esq. S.B.# 1 LAW OFFICES OF PETER W. SINGE | E 23717 | 1 | |
| 10755 Scripps Poway Parkway # | | 1 | |
| San Diego, CA 92131 | | I | |
| 610 000 0004 | | T 7 B | FEED CON |
| TELEPHONE NO.: 61.9-299-8234 E-MAIL ADDRESS (Optional): | PAXINO, (Optional): | | [5 (D) |
| ATTORNEY FOR (Name): MCT GROUP | | SUPERIOR COURT COUNTY OF F | OF CALIFORNIA |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF | Riverside | | |
| STREET ADDRESS: 4050 Main Street | | SEP 1.2 | 2 2011 |
| MAILING ADDRESS; | | | |
| CITY AND ZIP COOE: Riverside, CA 92 | | the second second considerate the second second second | Label V To A Label Co. |
| BRANCH NAME: WESTERN REGION-C | IVIL DIVISION | | and a role of the |
| PLAINTIFF: MCT GROUP | | | . 32 |
| DEFENDANT, CACRATIO | | ļ. | |
| DEFENDANT: CASTILLO | | 0105100 | |
| .ucame | 17" | CASE NUMBER: | |
| By Clerk II. By Default | After Court Trial | RICI | 0022354 |
| By Court On Stipulation | i — Ii Defendant Did N Appear at Trial | ot | |
| Land the second | | | THE PERSON NAMED IN COLUMN NAM |
| 1. X BY DEFAULT | JUDGNIENT | | |
| a. Defendant was properly served with | a copy of the summons and co | mplaint. | |
| b. Defendant falled to answer the comp | liaint or appear and defend the | action within the time allowed it | by law. |
| c. Defendant's default was entered by | | | ·) /4/1/ |
| d. Clerk's Judgment (Code Civ. | | | dament of a court of |
| this state for the recovery of m | | | -8 |
| e. X Court Judgment (Code Clv. P | roc\$ 585(b)). The court cons | idered | |
| (1) plaintiff's testimony | | | |
| (2) IX plaintiff's written dec | | 6(d)). | 4.1 |
| get-brokervergegelde) | | _ | |
| 2. L ON STIPULATION | | | |
| a. Plaintiff and defendant agreed (stip | ulated) that a judgment be ente | red in this case. The court app | roved the stipulated |
| judgment and b the signed written stipulation | same with at ion his a made | | |
| | | | |
| c. the stipulation was stated in c | pen court L the supulati | on was stated on the record. | |
| 3. AFTER COURT TRIAL. The jury was v | vaived. The court considered th | e evidence. | |
| a. The case was tried on (dete and tin | | | |
| before (name of judicial officer): | eay. | 7 | |
| | | | |
| b. Appearances by: | | | |
| Plaintiff (name each): | | Plaintiff's attorney (nen | ne each): |
| (1) | | (1) | |
| (2) | | (2) | |
| disamiliani | | (44) | |
| Continued on Attachment 3b. | | | |
| 3644 | | ************ | |
| Defendant (name each): | | Defendant 's attorney (| (name each). |
| (4) | | (1) | |
| (6) | | V01 | |
| (2) | | (2_n) | |
| Continued on Attachment 3b. | | America de la America de la Companya | |
| c. Defendant did not appear at tr | al. Delendant was properly set | ved with notice of trial. | · · |
| d. A statement of decision (Code | Civ. Proc., § 632) was r | not was requested | |
| | | | Pagu 1 of 2 |
| Form Approved for Optional Use | MINGMENT | Legal contra | of Chill Disample - 28 Con Acc. |

| PLAINTIFF: MCT GROUP | 0.005 1110 | |
|--|---|--|
| | CASE NUMBER | RIC10022354 |
| JUDGMENT IS ENTERED AS FOLLOWS BY: | THE COURT THE CL | |
| | 8 | ERK |
| Stipulated Judgment. Judgment is entered according to Parties. Judgment is | ne supulation of the parties. | |
| a. X for plaintiff (name esch): MCT GROUP | c for cross-complaine | nt (narna azah) |
| | a latter of our bottly playing | ne maine caony. |
| and against defendant (names): Jose Luis Castillo aka Jose L. Castill Leopoldo P. Cardenas aka Leopoldo Caze [] Continued on Attachment Sa. b. [] tor defendant (name each): | o aka Jose Castillo a denas Continued on | Attachment 5c. |
| or the state of th | d for cross-defendant | (name each): |
| 6. Amount. 8. X Defendant named in item 5a above must pay plaintiff on the complaint: | c. Cross-defendant name cross-complainant on t | ed In item 5c above must pay the cross-complaint: |
| (1) X Damages \$ 8,513.00 | (1) [] Damages | \$ |
| (2) [X] Prejudgment \$ 1,744.58 interest at the | (2) Prejudgment interest at the | \$3 |
| annual rate of 8,50% | annual rate of | % |
| (3) X Attorney fees \$ 1,326.00 (4) X Costs \$ 345.00 | (3) Attorney fees | \$ |
| (4) X Costs \$ 345.00 \$ (5) Costs \$ | (4) Costs | \$ |
| (v) Sure (specify), | (5) Other (specify); | \$ |
| (6) TOTAL \$ 11,928.58 | (3) TOTAL | 4 |
| b Plaintiff to receive nothing from defendant named in item 5b. Defendant named in item 5b to recover costs \$ and attorney fees \$ 7. Other (specify): | Cross-complainant to recross-defendant name Cross-defendant Cross-defendant costs \$ L and attorney | d in item 5d, named in item 5d to recover |
| Date: SEP 0 7 2011 | Cloric Conner Tre | sk . |
| | JUDICIAL OFFICER | |
| Date: Clerk, by | (| . Deputy |
| (SEAL) CLERK'S CERTIFIC | ATE (Optional) | |
| i certify that this is a true copy of the or | | |
| Date: | | |
| | | |
| Clerk, by | | , Deputy |
| | | Pago 2 of 2 |
| JUD-150 [Now January *, 2002] JUDGME | NT | *** |

| ATTORNEY OR PARTY WITHOUT ATT | ORNEY (Name, State Bar number and add | | | |
|---|--|---|---|---|
| Datar W Singer | | ress): | FOR COURT USE | ONLY |
| | Esq. S.B.# 129212 | | | |
| LAW OFFICES OF PR | | |) I | i i |
| | | | Ül. | |
| 10755 Scripps Pow | way Parkway #526 | | ŷ | |
| San Diego, CA 921 | 131 | | | 4 |
| | | | | |
| 610 | 000 0001 | | | |
| TELEPHONE NO.: 619- | -299-8234 FAX NO | (Optional): | | |
| E-MAIL ADDRESS (Optional): | | | | |
| ATTORNEY FOR (Name): MCT | GROTIP | | · I | |
| [] | | | | |
| X ATTORNEY FOR X | JUDGMENT CREDITOR ASS | SIGNEE OF RECORD | | |
| SUPERIOR COURT OF CALL | FORNIA, COUNTY OF Rive | reido | | |
| | | 13106 | | |
| STREET ADDRESS: 4050 | O Main Street | | | |
| · MAILING ADDRESS: | | | | Ü |
| | oraido CN 02501 | | | |
| I - | erside, CA 92501 | | | |
| BRANCH NAME: WEST | TERN REGION-CIVIL | DIVISION | | |
| DI AIAITIEE MOR CDO | NID. | | | Ų. |
| PLAINTIFF: MCT GRO | JUP | | | |
| 1 | | | | |
| DEFENDANT: CASTILI | - | | | |
| DEFENDANT. OF STREET | | | | |
| | | | | |
| WRIT X E | KECUTION (Money Judgme | ent) | CASE NUMBER: | |
| AAIXII | | ersonal Property | | |
| OF P | | | RIC100223 | 354 |
| | Re | eal Property | Limited | |
| SA | ALE | | nimi tea | |
| | | | | |
| 1 To the Sheriff or Marsh | al of the County of: Rive | rside | | |
| 1. TO the offerin of marsh | ar or are county or. 11276 | LUIGE | | |
| You are directed to enfor | ce the judgment described b | elow with daily interest and your o | nets as provided by law | |
| Tod are directed to emor | ce the judgment described b | clow with daily interest and your c | costs as provided by law. | |
| 0 To any manistrant mass. | | | L | . = 4 = 0.40 |
| 2. To any registered proce | ess server: You are authoriz | ed to serve this writ only in accord | 1 With CCP 699,080 or CCF | 715.040. |
| | | | | |
| 3. (Name): MCT GROUP | | | | |
| is the X judgment cr | reditor assignee of r | ecord whose address is sho | wn on this form above the o | acurtle neme |
| is the [21] judginont of | cultor assigned or it | 00014 111030 4441033 13 3110 | wit off this form above the t | Jourt's name. |
| 4 - 1 | | | | |
| 4 Jugament deptor iname | | | | |
| i oudginont dobtor (name | e and last known add <u>ress):</u> | | | |
| · · | | | | |
| Jose Luis Castil | llo aka Jose L | 9 See next page for info | rmation on real or personal | property to be |
| Jose Luis Castil | llo aka Jose L | 9. See next page for infor | mation on real or personal | property to be |
| Jose Luis Castil Castillo aka Jos | llo aka Jose L | delivered under a writ | of possession or sold unde | property to be r a writ of sale. |
| Jose Luis Castil Castillo aka Jos Jose Medel | llo aka Jose L | delivered under a writ | of possession or sold unde | property to be r a writ of sale. |
| Jose Luis Castil Castillo aka Jos | llo aka Jose L | delivered under a writ of 10. This writ is issued on a | of possession or sold unde a sister-state judgment. | r a writ of sale. |
| Jose Luis Castil Castillo aka Jos Jose Medel 7285 Fiesta Ave | llo aka Jose L se Castillo aka | delivered under a writ of the street of the | of possession or sold unde a sister-state judgment. \$ | property to be r a writ of sale. |
| Jose Luis Castill Castillo aka Jos Jose Medel 7285 Fiesta Ave Riverside, CA 92 | llo aka Jose L se Castillo aka | delivered under a writ of the street of the | of possession or sold unde a sister-state judgment. \$ | r a writ of sale. |
| Jose Luis Castil Castillo aka Jos Jose Medel 7285 Fiesta Ave | llo aka Jose L se Castillo aka | delivered under a writ of the street of the | of possession or sold under sister-state judgment \$ ed order or | r a writ of sale. 11,928.58 |
| Jose Luis Castill Castillo aka Jos Jose Medel 7285 Fiesta Ave Riverside, CA 92 Leopoldo P. Card | llo aka Jose L se Castillo aka 2504 denas aka | delivered under a write 10. This writ is issued on a 11. Total judgment 12. Costs after judgment (per file memo CCP 685.090) | of possession or sold undents is sister-state judgment\$ ed order or\$ | r a writ of sale. |
| Jose Luis Castill Castillo aka Jos Jose Medel 7285 Fiesta Ave Riverside, CA 92 Leopoldo P. Card Leopoldo Cardena | llo aka Jose L se Castillo aka 2504 denas aka | delivered under a write 10. This writ is issued on a 11. Total judgment 12. Costs after judgment (per file memo CCP 685.090) | of possession or sold undents is sister-state judgment\$ ed order or\$ | 11,928.58 |
| Jose Luis Castill Castillo aka Jos Jose Medel 7285 Fiesta Ave Riverside, CA 92 Leopoldo P. Card | llo aka Jose L se Castillo aka 2504 denas aka | delivered under a write 10. This writ is issued on a 11. Total judgment 12. Costs after judgment (per file memo CCP 685.090) 13. Subtotal (add 11 and 12) | of possession or sold undensister-state judgment\$ ed order or\$\$ | r a writ of sale. 11,928.58 0.00 11,928.58 |
| Jose Luis Castill Castillo aka Jos Jose Medel 7285 Fiesta Ave Riverside, CA 92 Leopoldo P. Card Leopoldo Cardena 17160 Alameda Da | llo aka Jose L se Castillo aka 2504 denas aka as | delivered under a write 10. This writ is issued on a 11. Total judgment 12. Costs after judgment (per file memo CCP 685.090) 13. Subtotal (add 11 and 12) 14. Credits | of possession or sold under sister-state judgment\$ ed order or\$\$ | 0.00 11,928.58 0.00 11,928.58 |
| Jose Luis Castill Castillo aka Jos Jose Medel 7285 Fiesta Ave Riverside, CA 92 Leopoldo P. Card Leopoldo Cardena 17160 Alameda Da Perris, CA 92570 | llo aka Jose L se Castillo aka 2504 denas aka as rive | delivered under a write 10. This writ is issued on a 11. Total judgment 12. Costs after judgment (per file memo CCP 685.090) 13. Subtotal (add 11 and 12) | of possession or sold under sister-state judgment\$ ed order or\$\$ | 0.00 11,928.58 0.00 11,928.58 |
| Jose Luis Castill Castillo aka Jos Jose Medel 7285 Fiesta Ave Riverside, CA 92 Leopoldo P. Card Leopoldo Cardena 17160 Alameda Da Perris, CA 92570 | llo aka Jose L se Castillo aka 2504 denas aka as rive | delivered under a writ of the street of the | of possession or sold under a sister-state judgment\$ ed order or\$\$\$\$\$ | 0.00 11,928.58 0.00 11,928.58 |
| Jose Luis Castill Castillo aka Jos Jose Medel 7285 Fiesta Ave Riverside, CA 92 Leopoldo P. Card Leopoldo Cardena 17160 Alameda Dr Perris, CA 92570 | llo aka Jose L se Castillo aka 2504 denas aka as rive) ment debtors on next page | delivered under a write 10. This writ is issued on a 11. Total judgment 12. Costs after judgment (per file memo CCP 685.090) 13. Subtotal (add 11 and 12) 14. Credits 15. Subtotal (subtract 14 from 13) 16. Interest after judgment (per file | of possession or sold under a sister-state judgment | 0.00 11,928.58 0.00 11,928.58 0.00 11,928.58 |
| Jose Luis Castill Castillo aka Jos Jose Medel 7285 Fiesta Ave Riverside, CA 92 Leopoldo P. Card Leopoldo Cardena 17160 Alameda Dr Perris, CA 92570 | llo aka Jose L se Castillo aka 2504 denas aka as rive) ment debtors on next page | delivered under a write 10. This writ is issued on a 11. Total judgment 12. Costs after judgment (per file memo CCP 685.090) 13. Subtotal (add 11 and 12) 14. Credits 15. Subtotal (subtract 14 from 13) 16. Interest after judgment (per file CCP 685.050) (not on GC 66) | of possession or sold under a sister-state judgment. | 0.00 11,928.58 0.00 11,928.58 |
| Jose Luis Castill Castillo aka Jos Jose Medel 7285 Fiesta Ave Riverside, CA 92 Leopoldo P. Card Leopoldo Cardena 17160 Alameda Dr Perris, CA 92570 Additional judg 5. Judgment entered on (6) | llo aka Jose L se Castillo aka 2504 denas aka as rive) ment debtors on next page date): 09/07/11 | delivered under a write 10. This writ is issued on a 11. Total judgment 12. Costs after judgment (per file memo CCP 685.090) 13. Subtotal (add 11 and 12) 14. Credits 15. Subtotal (subtract 14 from 13) 16. Interest after judgment (per file CCP 685.050) (not on GC 66) | of possession or sold under a sister-state judgment. | 0.00 11,928.58 0.00 11,928.58 0.00 11,928.58 |
| Jose Luis Castill Castillo aka Jos Jose Medel 7285 Fiesta Ave Riverside, CA 92 Leopoldo P. Card Leopoldo Cardena 17160 Alameda Da Perris, CA 92570 Additional judg 5 Judgment entered on (6) | llo aka Jose L se Castillo aka 2504 denas aka as rive) ment debtors on next page date): 09/07/11 | delivered under a write 10. This writ is issued on a 11. Total judgment 12. Costs after judgment (per file memo CCP 685.090) 13. Subtotal (add 11 and 12) 14. Credits 15. Subtotal (subtract 14 from 13) 16. Interest after judgment (per file CCP 685.050) (not on GC 66) 17. Fee for issuance of writ | of possession or sold under a sister-state judgment. sed order or sed | 11,928.58 0.00 11,928.58 0.00 11,928.58 52.16 25.00 |
| Jose Luis Castill Castillo aka Jos Jose Medel 7285 Fiesta Ave Riverside, CA 92 Leopoldo P. Card Leopoldo Cardena 17160 Alameda Dr Perris, CA 92570 Additional judg 5. Judgment entered on (6) | llo aka Jose L se Castillo aka 2504 denas aka as rive 0 ment debtors on next page date): 09/07/11 d on (dates): | delivered under a write 10. This writ is issued on a 11. Total judgment 12. Costs after judgment (per file memo CCP 685.090) 13. Subtotal (add 11 and 12) 14. Credits 15. Subtotal (subtract 14 from 13) 16. Interest after judgment (per file CCP 685.050) (not on GC 67) 17. Fee for issuance of writ 18. Total (add 15, 16, and 17) | of possession or sold under a sister-state judgment. sed order or sed | 0.00 11,928.58 0.00 11,928.58 0.00 11,928.58 |
| Jose Luis Castill Castillo aka Jos Jose Medel 7285 Fiesta Ave Riverside, CA 92 Leopoldo P. Card Leopoldo Cardena 17160 Alameda Dr Perris, CA 92570 Additional judg 5. Judgment entered on (6) | llo aka Jose L se Castillo aka 2504 denas aka as rive 0 ment debtors on next page date): 09/07/11 d on (dates): | delivered under a write 10. This writ is issued on a 11. Total judgment 12. Costs after judgment (per file memo CCP 685.090) 13. Subtotal (add 11 and 12) 14. Credits 15. Subtotal (subtract 14 from 13) 16. Interest after judgment (per file CCP 685.050) (not on GC 67) 17. Fee for issuance of writ 18. Total (add 15, 16, and 17) | of possession or sold under a sister-state judgment. sed order or sed | 11,928.58 0.00 11,928.58 0.00 11,928.58 52.16 25.00 |
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| Jose Luis Castill Castillo aka Jos Jose Medel 7285 Fiesta Ave Riverside, CA 92 Leopoldo P. Card Leopoldo Cardena 17160 Alameda Dr Perris, CA 92570 Additional judg 5. Judgment entered on (6) 6. Judgment renewe 7. Notice of sale under this a. X has not been rec | llo aka Jose L se Castillo aka 2504 denas aka as rive ment debtors on next page date): 09/07/11 d on (dates): s writ quested. | delivered under a write 10. This writ is issued on a 11. Total judgment 12. Costs after judgment (per file memo CCP 685.090) 13. Subtotal (add 11 and 12) 14. Credits 15. Subtotal (subtract 14 from 13) 16. Interest after judgment (per file CCP 685.050) (not on GC 63) 17. Fee for issuance of writ 18. Total (add 15, 16, and 17) 19. Levying officer: (a) Add daily interest from data | of possession or sold under a sister-state judgment. sed order or sed | 11,928.58 0.00 11,928.58 0.00 11,928.58 52.16 25.00 |
| Jose Luis Castill Castillo aka Jos Jose Medel 7285 Fiesta Ave Riverside, CA 92 Leopoldo P. Card Leopoldo Cardena 17160 Alameda Dr Perris, CA 92570 Additional judg 5. Judgment entered on (a) 6. Judgment renewe 7. Notice of sale under this a. X has not been rec | llo aka Jose L se Castillo aka 2504 denas aka as rive ment debtors on next page date): 09/07/11 d on (dates): s writ quested. | delivered under a write 10. This writ is issued on a 11. Total judgment 12. Costs after judgment (per file memo CCP 685.090) 13. Subtotal (add 11 and 12) 14. Credits 15. Subtotal (subtract 14 from 13) 16. Interest after judgment (per file CCP 685.050) (not on GC 63) 17. Fee for issuance of writ 18. Total (add 15, 16, and 17) 19. Levying officer: (a) Add daily interest from daily | of possession or sold under a sister-state judgment. sed order or sed | 11,928.58 0.00 11,928.58 0.00 11,928.58 52.16 25.00 |
| Jose Luis Castill Castillo aka Jos Jose Medel 7285 Fiesta Ave Riverside, CA 92 Leopoldo P. Card Leopoldo Cardena 17160 Alameda Da Perris, CA 92570 Additional judg 5. Judgment entered on (6) 6. Judgment renewe 7. Notice of sale under this a. X has not been reques | llo aka Jose L se Castillo aka 2504 denas aka as rive ment debtors on next page date): 09/07/11 d on (dates): s writ quested. sted (see next page). | delivered under a write 10. This writ is issued on a 11. Total judgment 12. Costs after judgment (per file memo CCP 685.090) 13. Subtotal (add 11 and 12) 14. Credits 15. Subtotal (subtract 14 from 13) 16. Interest after judgment (per file CCP 685.050) (not on GC 66) 17. Fee for issuance of writ 18. Total (add 15, 16, and 17) 19. Levying officer: (a) Add daily interest from da (at the legal rate on 15) (| of possession or sold under a sister-state judgment. sed order or sed | 11,928.58 0.00 11,928.58 0.00 11,928.58 52.16 25.00 12,005.74 |
| Jose Luis Castill Castillo aka Jos Jose Medel 7285 Fiesta Ave Riverside, CA 92 Leopoldo P. Card Leopoldo Cardena 17160 Alameda Da Perris, CA 92570 Additional judg 5. Judgment entered on (6) Judgment renewe 7. Notice of sale under this a. X has not been reques 8. Joint debtor informa | llo aka Jose L se Castillo aka 2504 denas aka as rive ment debtors on next page date): 09/07/11 d on (dates): s writ quested. sted (see next page). | delivered under a write 10. This writ is issued on a 11. Total judgment 12. Costs after judgment (per file memo CCP 685.090) 13. Subtotal (add 11 and 12) 14. Credits 15. Subtotal (subtract 14 from 13) 16. Interest after judgment (per file CCP 685.050) (not on GC 63) 17. Fee for issuance of writ 18. Total (add 15, 16, and 17) 19. Levying officer: (a) Add daily interest from da (at the legal rate on 15) (GC 6103.5 fees) of 103 | of possession or sold under a sister-state judgment. sed order or sed | 11,928.58 0.00 11,928.58 0.00 11,928.58 52.16 25.00 |
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| PLAINTIFF: MCT GROUP | | CASE NUMBER. RIC10022354 |
|---|---|--|
| -DEFENDANT: CASTILLO | | 1,1010101 |
| — Items continue 1. [] Additional judgment debtor (name and last known additional judgment debtor (name additional judgment deb | d from page 1 — ess): | |
| Notice of sale has been requested by (name and address | ss): | |
| Joint debtor was declared bound by the judgment (CCF a. on (date): b. name and address of joint debtor: | a, on (aa | ate): and address of joint debtor: |
| c. additional costs against certain joint debtors (ite | mize): | |
| 24. (Writ of Possession or Writ of Sale) Judgment was entered a. Possession of real property. The complaint was formula to Possession of real property. The complaint was formula to Possession of Prejudgment Claim of Right to Possession (a) \$ was the daily result to Possession of Po | iled on (date): session was served in corenants, named claimants session was NOT served ental value on the date the orcement of the judgmen | , and other occupants of the premises. in compliance with CCP 415.46. e complaint was filed. t under CCP 1174.3 on the following |
| WRIT OF EXECUTION OR SALE. Your rights and duties are | PERSON SERVED | |

officer will make a demand upon you for the property. If custody is not obtained following demand, the judgment may be enforced as a money judgment for the value of the property specified in the judgment or in a supplemental order. WRIT OF POSSESSION OF REAL PROPERTY. If the premises are not vacated within five days after the date of service on the occupant or, if service is by posting, within five days after service on you, the levying officer will remove the occupants from the real property and place the judgment creditor in possession of the property. Except for a mobile home, personal property remaining on the premises will be sold or otherwise disposed of in accordance with CCP 1174 unless you or the owner of the property pays the judgment creditor the reasonable cost of storage and takes possession of the personal property not later than 15 days after the

WRIT OF EXECUTION

time the judgment creditor takes possession of the premises. ▶ A Claim of Right to Possession form accompanies this writ (unless the Summons was served in compliance with CCP 415.46):

EJ-130

| | 1 | | | | | | |
|--|---|---|---|--|--|--|--|
| , | SENDER: COMPLETE THIS SE | CTION | COMPLETE THIS SECTION ON DELIVERY | | | | |
| | Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse | | A. Signature Agent Address | | | | |
| | so that we can return the card Attach this card to the back of or on the front if space permit | f the mailpiece, | B. Received by (Printed Name) C. Date of Delive 5/26/13 | | | | |
| | 1. Article Addressed to: | | D. Is delivery address different from item 1? If YES, enter delivery address below: No | | | | |
| May 21, 2015 | MCT Group, Inc. Attn: Chris Peters | | | | | | |
| | 2309 W 190 th St. Redondo Beach, CA 902 | 278 | 3. Service Type | | | | |
| MCT Group, Inc. Attn: Chris Peters | | | ☐ Registered ☐ Return Receipt for Merchandi ☐ Insured Mail ☐ Collect on Delivery | | | | |
| 2309 W 190 th St. | EP 192-16-4 | | 4. Restricted Delivery? (Extra Fee) ☐ Yes | | | | |
| Redondo Beach, CA 90278 | Article Number (Transfer from service label) | 7003 | 2260 0004 1548 9599 | | | | |
| To Whom It May Concern: This office is in receipt of your documentation you have provide Please submit the necessary production of the provided of the provi | ed is insufficient to establish y roof to establish your right t | our claim. to claim the exce | ss proceeds. The | | | | |
| document(s) listed below may | assist the Tax Concetor in i | naking the ucter | mination. | | | | |
| Notarized Affidavit for Co Personal Property under Ca Probate Code 13100 Notarized Statement of different/misspelled X Notarized Statement Givi Authorization to Chris Po behalf of MCT Group, In Certified Death Certificates Copy of Birth Certificates | ing eters to claim on nc. for | Original Note/I Updated State (as of the d Articles of Inco Statement by D Court Order Ap Deed (Quitclain Other — | ement of Monies Owed (ate of the tax sale) (orporation (if applicable (oomestic Stock) (oppointing Administrator (or m/Grant etc) | | | | |
| If you should have any question | s, please contact me at the nur | nber listed below | · · | | | | |
| Sincerely, | | | | | | | |

Jennifer Pazicni Tax Sale Operations Unit (951) 955-3336 (951) 955-3990 Fax



(800) 622-2242 Fax (310) 372-5192

06/01/2015

RIVERSIDE COUNTY TREASURER-TAX COLLECTOR ATTN: JENNIFER PAZICNI 4080 LEMON ST 4TH FLR RIVERSIDE, CA 92502

Re: APN: 287343017-1

Situs: 17160 Alameda Dr., Perris, Ca 92570

TC 192 Item 164

Date of Sale: March 20, 2012

Mrs. Pazicni,

Please accept this notarized letter as the formal authorization from the MCT Group, Inc. to authorize Chris Peters to file a claim on our behalf.

***Please note that "Chris Peters" is the registered alias used by collector Peter Bulpitt who is an employee of MCT Group, Inc. It is common practice in the collection industry to use an alias for security purposes.

Respectfully,

Francis M. Censullo Vice President MCT Group, Inc.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

| \$160.60\60\60\60\60\60\60\60\60\60\60\60\60\6 | |
|--|--|
| A notary public or other officer completing this certificate document to which this certificate is attached, and not the | e verifies only the identity of the individual who signed the truthfulness, accuracy, or validity of that document. |
| State of California County of | 12 Marana Abba Dilia |
| On June 1,2015 before me, Wand | Here Insert Name and Title of the Officer |
| personally appeared Francis M. Censiu | Name(s) of Signer(s) |
| | |
| subscribed to the within instrument and acknowle | evidence to be the person(s) whose name(s) is/are dged to me that he/she/they executed the same in /her/their signature(s) on the instrument the person(s), ed, executed the instrument. |
| 0 | certify under PENALTY OF PERJURY under the laws f the State of California that the foregoing paragraph true and correct. |
| Commission # 2088032 | ITNESS my hand and official seal. |
| | Signature of Notaly Public |
| Place Notary Seal Above | ONAL |
| Though this section is optional, completing this ir | ornation can deter alteration of the document or form to an unintended document. |
| Description of Attached Document Title or Type of Document: AWTNOTIZATION Number of Pages: Signer(s) Other Than | Named Above: |
| Capacity(ies) Claimed by Signer(s) | |
| Signer's Name: | Signer's Name: |
| □ Partner — □ Limited □ General | ☐ Partner — ☐ Limited ☐ General |
| ☐ Individual ☐ Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator ☐ Other: | ☐ Trustee ☐ Guardian or Conservator ☐ Other: |
| Signer Is Representing: | Signer Is Representing: |
| | 5 |

| BALANCE CALCULATED BACK to ALEDFWKC 06701715 10:28:50 Pri | 3/20/12 | r Wo | rk Card | | PAGE 1 |
|--|----------|------|---------|---------------|-----------|
| Clt NuVISION FEDERAL CREDIT UNION | | | | Ac# | |
| Rf# 920353805X1 | | | | | |
| Nm1 CASTILLO, JOSE LUIS | Desk | 004 | | G Assigned | 8513.00 |
| Nm2 CARDENAS, LEOPOLDO | Assigned | d | 01/13/1 | O Princ Due | 8513.00 |
| | L/Charge | Э | 01/31/0 | 3 Int 10.00 % | 741.22 |
| 1102 , 200 | L/Paymn | t | 01/31/0 | 3 Attorney | 1326.00 |
| RIVERSIDE, CA 92504 | L/Lette. | | 03/19/1 | 4 Court | 469.00 |
| PhN (714)-329-4256 (951)-789-1821 | L/Worked | £ | 06/01/1 | 5 Other | .00 |
| | L/Trust | | 04/18/1 | 2 JudInt | 1744.58 |
| | N/Review | Ŋ | 06/01/1 | 5 Misc | .00 |
| Judgment Dt 09/07/11 Amt 11928. | 58 | | | Cntgcy Fee | .00 |
| | | | | Total Due | 12,793.80 |
| | | | | Total Paid | 35.00 |

^{**} End of Report **