

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

423A



FORM APPROVED COUNTY COUNSEL
DATE 1/4/16
BY: GREGORY P. PRIAMOS

FROM: Don Kent, Treasurer-Tax Collector

SUBMITTAL DATE:

JAN 4 2016

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 199, Item 438. Last assessed to: El Dorado Homes, LLC. District 3 [\$143,527]. Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Fire Insurance Exchange for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 922190013-9;

(continued on page two)

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the February 4, 2014 public auction sale. The deed conveying title to the purchasers at the auction was recorded March 21, 2014. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on April 22, 2014 to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

(continued on page two)

Don Kent
Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 143,527	\$ 0	\$ 143,527	\$ 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

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.:

District: 3

Agenda Number:

9-12

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

FORM 11: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 199, Item 438. Last assessed to: El Dorado Homes, LLC. District 3 [\$143,527]. Fund 65595 Excess Proceeds from Tax Sale.

DATE: JAN 4 2016

PAGE: Page 2 of 2

RECOMMENDED MOTION:

2. Deny the claim from El Dorado Homes, LLC;
3. Authorize and direct the Auditor-Controller to issue a warrant to Fire Insurance Exchange in the amount of \$143,527.30, 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 Fire Insurance Exchange based on a Deed of Trust with Absolute Assignment of Rents Rider recorded May 24, 2002 as Instrument No. 2002-279428 and an Assignment of Deed of Trust recorded May 30, 2007 as Instrument No. 2007-0352527.
2. Claim from El Dorado Homes, LLC based on a Trustee's Deed Upon Sale recorded March 15, 2004 as Instrument No. 2004-0178818.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Fire Insurance Exchange be awarded excess proceeds in the amount of \$143,527.30. Since the amount claimed by Fire Insurance Exchange exceeds the amount of excess proceeds available, there are no funds available for consideration for the claim from El Dorado Homes, LLC. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

Impact on Citizens and Businesses

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

ATTACHMENTS (if needed, in this order):

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

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 199 Item 438 Assessment No.: 922190013-9

Assessee: EL DORADO HOMES

Situs: 29234 VALLEJO AVE TEMECULA 92592

Date Sold: February 4, 2014

Date Deed to Purchaser Recorded: March 21, 2014

Final Date to Submit Claim: March 23, 2015

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$143,527.30* 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. 2007-0352527 recorded on 5/30/2007. 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.

*plus accrued interest.

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

Assignment of Deed of Trust

Deed of Trust with Absolute Assignment of Rents and Rider

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

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

Executed this day of September, 2014 at Los Angeles, California

FIRE INSURANCE EXCHANGE

County, State



Signature of Claimant

Signature of Claimant

Tim Felks Head of Property Claims

Print Name c/o Thorpe & Howell, LLP

Print Name

15250 Ventura Blvd. 9th Flr

Street Address

Street Address

Sherman Oaks, CA 91403

City, State, Zip

City, State, Zip

(818) 205-9955

Phone Number

Phone Number

Attention: Gerald M. Siegel

RECEIVED
2014 OCT 30 AM 9:40
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

INSTRUCTIONS FOR FILING CLAIM

(See Claim Form on Reverse Side)

The California Revenue and Taxation Code, Section 4675, states in part (paraphrased):

For the purposes of this article, parties of interest and their order of priority are:

- (a) First, lienholders of record prior to the recordation of the tax deed to the purchaser in the order of their priority; and
- (b) Then, any person with title of record to all or any portion of the property prior to the recordation of the tax deed to the purchaser.

If you consider yourself to be a party of interest in the sale of tax-defaulted property as defined above, please fill out the reverse of this form stating how you have determined your status as a party of interest. If you need help in filling out the form, please contact our office by telephone at 951-955-3947, mail, or in person.

You must attach copies of documents to support your claim as follows:

- 1. In case (a), attach a copy of your trust deed or other evidence of lien or security interest, along with a statement under penalty of perjury setting forth the original amount of the lien or interest, the total amount of payments received reducing the original amount of the lien or interest, and the amount still due and payable as of the date of the sale of the tax defaulted property by the Tax Collector.
- 2. In case (b), attach copies of any other documents (e.g., deed, certified death certificate, will, court order, etc.) supporting your claim.

PLEASE NOTE: We cannot, by law, begin processing of claims until one year has passed from the date of the deed to the purchaser. In order to receive consideration by the Riverside County Board of Supervisors, claims must be filed **ON OR BEFORE THE EXPIRATION OF ONE YEAR** following the date of the recording of the deed to the purchaser. Please see the "Date Deed to Purchaser Recorded" appearing on the attached notice (Form 117-170). The Tax Collector will submit a recommendation to the County Board of Supervisors as to what disposition should be made on your claim. Following the Board's review, the claim will either be approved or denied. The Clerk of the Board of Supervisors will notify you of the action taken by the Board. Should the claim be approved, the Auditor-Controller will issue a County warrant in payment. By law, the Auditor-Controller cannot issue a warrant in payment of the approved claim until 90 days following the action taken by the Board.

MAIL COMPLETED FORMS TO:

Don Kent, Treasurer-Tax Collector
Post Office Box 12005
Riverside, CA 92502-2205

Attention: Excess Proceeds

DOC # 2002-279428

05/24/2002 08:08A Fee:23.00

Page 1 of 9

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



Recording Requested By:

When Recorded Mail To:

Val-Chris Investments, Inc.
17875 Von Karman Ave., Suite 315
Irvine, CA 92614

1820031

Loan No. _____

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DEED OF TRUST WITH ABSOLUTE ASSIGNMENT OF RENTS RIDER
(This Deed of Trust contains an Acceleration Clause)

33 T AK

This DEED OF TRUST made May 20, 2002, between:
Edward C. Hollowell and Anita G. Hollowell, Trustees of the E.A.H.
Living Trust dated June 19, 1995 and E.A.H. Family Limited
Partnership
herein called TRUSTOR, whose address is: 26489 Ynez Road, C221
Temecula, CA 92591-

and Val-Chris Investments, Inc., a California Corporation herein called TRUSTEE, and
Rolf H. Schwalbe and Mary Lee Schwalbe, husband and wife as Joint
Tenants, and Leonard F. Jones, an unmarried man, each to an undivided
50% interest, as Tenants in Common

herein called BENEFICIARY;

WITNESSETH: The Trustor irrevocably GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE in trust, with POWER
OF SALE, that property in the State of California, in the City of Temecula, County of
Riverside, described as:

Lot 2 of Tract 3646 as shown by map on file in Book 57, Pages 86 and 87 of
Maps, in the Office of the County recorder of said County.

Vacant land - Temecula, CA

This deed of trust is first and subordinate to no existing liens and/or
encumbrances currently of record.

Together with all rights and interest of Trustor, to all appurtenances, easements, community interests and licenses, and
to oil, mineral, gas, water, water certificates, and hydrocarbon rights, leases, and overriding royalties therein, and all
of these, whether appurtenant, riparian or appropriative.

FOR THE PURPOSE OF SECURING:

- (1) Performance of each agreement of Trustor incorporated by reference or contained herein;
- (2) Payment of the indebtedness evidenced by one promissory note of even date herewith any amounts that may become due thereunder, and all extensions, modifications, or renewals thereof, in the principal sum of \$ 366,000.00 executed by Trustor and payable to Beneficiary or order;
- (3) Payment of all sums of money, with interest thereon, which may be paid out or advanced by or may otherwise be due to Trustee or Beneficiary under any provision of this Deed of Trust.

In the event of sale or transfer, conveyance or alienation of said real property, or any part thereof, or any interest therein, whether voluntary or involuntary, Beneficiary shall have the right of acceleration, at it's option, to declare the Note secured by the Deed of Trust, irrespective of the maturity date expressed therein, and without demand or notice, immediately due and payable. No waiver of this right shall be effective unless it is in writing. Consent by the Beneficiary to one such transaction shall not constitute waiver of the right to require such consent to succeeding transactions.

To Protect the security of this Deed of Trust, and with respect to the property described above, Trustor expressly makes each of all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth as follows:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to keep all buildings, structures and other improvements now or hereafter situated on the above described property at all times entirely free of dry rot, fungus, rust, decay, termites, beetles, and any other destructive insects or elements; to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general. Either Beneficiary or Trustee, or both, at any time during the continuation of this Deed of Trust, may enter upon and inspect said property, provided such entry is reasonable as to time and manner.
2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any Default or Notice of Default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, or in any action or proceeding instituted by Beneficiary or Trustee to protect or enforce the security of this Deed of Trust or the obligations secured hereby.
4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.
5. Should Trustor fail to make any payments or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
6. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the rate prescribed in the Note. Should any additional funds be advanced on any note secured by a trust deed now of record, or should any change be made in the time or manner of paying such note, or should any other action be taken by the undersigned with respect to such note whereby the security herein provided for shall be impaired in any manner whatsoever, then the Note secured hereby shall, at the option of the lender, immediately become due and payable.
7. Any award of damages or sums received in settlement in connection with any condemnation for public use of or any injury to said property or any part thereof from any cause, is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.



8. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

Notwithstanding any provision herein or in the Note secured hereby to the contrary, Beneficiary or Trustee shall have the absolute right to direct the manner, order and amount in which payments shall be applied upon or allocated among the various items composing Trustor's indebtedness secured hereby.

In the event of default in the payment of any of the moneys to be paid under the terms of the Note(s) secured hereby or in the performance of any of the covenants and obligations of this Deed of Trust, then any funds in the possession of the Beneficiary, or other credits to which the Trustor would otherwise be entitled may, at the option of the Beneficiary, be applied to the payment of any obligation secured hereby in such order as the Beneficiary may, in its sole discretion determine.

9. At any time or from time to time, without liability therefor and without notice upon written request of Beneficiary and presentation of this Deed of said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge thereof. Trustee may, but shall be under no obligation or duty to, appear in or defend any action or proceeding purporting to affect said property or the title thereto, or purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee.
10. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto". The Trustee may destroy said Note, this Deed of Trust (and any other documents related thereto) upon the first to occur of the following: 5 years after issuance of a full reconveyance; or, recordation of the Note and Deed of Trust in a form or medium which permits their reproduction for 5 years following issuance of a full reconveyance.
11. Upon default by trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written Notice of Default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Trustee shall be entitled to rely upon the correctness of such notice. Beneficiary also shall deposit with trustee this Deed, said Note and all documents evidencing expenditures secured hereby.

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

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

12. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the Note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. As used herein, "fixtures" includes but is not limited to carpeting, built-in appliances, draperies and drapery rods, shrubs, water tanks, plumbing, machinery, air conditioners, ducts, and the like.
13. Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.
14. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties.

Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

If Notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustees shall not be exclusive of other provisions for substitution provided by law.



15. Trustor agrees to pay Beneficiary the maximum legal charge for a statement regarding the Trust Deed obligation herein.
16. Acceptance by Beneficiary of a partial payment on account, after Notice of Default has been recorded, shall not be construed as curing the default nor as a waiver of past or future delinquencies of Trust Deed payment.
17. If the security under this Deed of Trust is a condominium or a community apartment or planned development project, Trustor agrees to perform each and every obligation of the owner of such condominium or interest in such project under the declaration of covenants, conditions and restrictions or bylaws or regulations pertaining to such condominium or project. Upon the request of Beneficiary, Trustor agrees to enforce against other owners in such condominium or project each and every obligation to be performed by them, if the same have not been performed or if valid legal steps have not been taken to enforce such performance within ninety (90) days after such request is made.
18. If the security for this Deed of Trust is a leasehold estate, Trustor agrees not to amend, change or modify his leasehold interest, or any of the terms thereof, or agree to do so, without the written consent of Beneficiary being first obtained. In the event of a violation of this provision, Beneficiary shall have the right, at its option, to declare all sums secured hereby immediately due and payable.
19. **THE FOLLOWING PROVISIONS MAY RESULT IN THE COMPOUNDING OF INTEREST ON YOUR LOAN:** At the option of the Beneficiary, if any payment should be insufficient to pay the interest then due, the balance of interest remaining shall be added in principal and will bear interest at the Note rate as the principal.

At the option of the Beneficiary, if any principal and/or interest installments, late charges, advances and/or costs should be repaid through or by any forbearance, bankruptcy plan or similar repayment plan, the total sum of these amounts will bear interest at the Note rate from the date due or advanced until the date repaid.
20. [] **MULTIPLELENDER LOANS:** Pursuant to Civil Code Section 2941.9, this deed of trust is subject to a signed agreement between all of the beneficiaries to be governed by the beneficiaries holding more than 50% of the record beneficial interest.

IT IS AGREED BY THE UNDERSIGNED TRUSTOR THAT THE ATTACHED "ABSOLUTE ASSIGNMENT OF RENTS RIDER" IS INCORPORATED HERETO AND IS MADE A PART HEREOF.

The undersigned Trustor(s), requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Signature of Trustor Signature of Trustor

Edward C. Hollowell Anita G. Hollowell
 Edward C. Hollowell, Trustee Anita G. Hollowell, Trustee

** See Attachment # 1 For Signature(s) Of Additional 1 Borrower(s) **

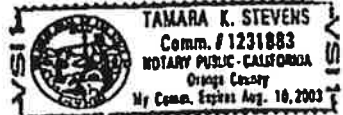
State of California }
 County of Orange } ss.
 On May 20, 02 before me,
 Notary Public, personally appeared:

Tamara K. Stevens
Edward C. Hollowell & Anita G. Hollowell

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 HIS/HER/THEIR signature(s) on the instrument the person or entity upon behalf of which person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Tamara K. Stevens
 Notary Public



2682-279428
 05/24/2002 08:59A
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DOC # 2007-0352527
05/30/2007

Recording Requested By:

Val-Chris Investments, Inc.
When recorded Mail To:

Tharpe & Howell
.attn: Gerald M. Siegel
.15250 Ventura Blvd 9th Floor
.Sherman Oaks, CA 91403

Conformed Copy

Has not been compared with original

Larry W Ward
County of Riverside
Assessor, County Clerk & Recorder

Loan No: _____ (This space for recorders use only)

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to:

FIRE INSURANCE EXCHANGE

All beneficial interest under that certain DEED OF TRUST dated May 20, 2002, executed by:

EDWARD C. HOLLOWELL and ANITA G. HOLLOWELL, Trustees of the E.A.H. Living Trust dated June 19, 1995 and E.A.H. Family Limited Partnership

TRUSTOR, to Val-Chris Investments, Inc., a California corporation TRUSTEE, and recorded ___ concurrently herewith, or X on May 24, 2002, instrument number 2002-279428, in Book n/a Page n/a, in the Official Records of Riverside County, California.

TOGETHER with the note or notes therein described and secured thereby, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Deed of Trust.

[] MULTIPLE LENDER LOANS: Pursuant to Civil Code Section 2941.9, this assignment of deed of trust is subject to a signed agreement between all of the beneficiaries holding more that 50% of the record beneficial interest.

Date: May 10, 2007

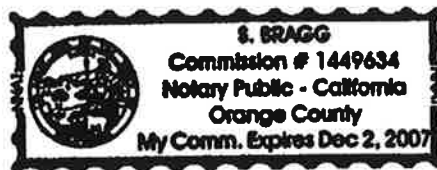
Rolf H. Schwalbe / Mary Lee Schwalbe
Rolf H. Schwalbe / Mary Lee Schwalbe
Leopard F. Jones
Leopard F. Jones

State of California, County of Orange

On 5/14/07, 2007, Before me, S. BRAGG, Notary Public, personally appeared: LEONARD F. JONES, ROLF H. SCHWALBE, MARY LEE SCHWALBE, personally known to me; or X 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 ~~HIS/HER/THEIR~~ signature(s) on the instrument the Person or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

S. Bragg
Notary Public,



ABSOLUTE ASSIGNMENT OF RENTS RIDER

This ABSOLUTE ASSIGNMENT OF RENTS made May 20, 2002 between:
**Edward C. Hollowell and Anita G. Hollowell, Trustees of the E.A.H.
Living Trust dated June 19, 1995 and E.A.H. Family Limited
Partnership**

hereinafter referred to as "Assignor" (also known as Trustor under the Deed of Trust of same date of which this document is a rider thereto) and:

**Rolf H. Schwalbe and Mary Lee Schwalbe, husband and wife as Joint
Tenants, and Leonard F. Jones, an unmarried man, each to an undivided
50% interest, as Tenants in Common**

hereinafter referred to as "Assignee" (also known as Beneficiary under the Deed of Trust of same date of which this document is a rider thereto) hereby agree to the following:

- A. Assignor is the record fee owner of the certain real property (the "Property" hereinafter), consisting of an improved rental unit building located in the County of Riverside, State of California described as:

**Lot 2 of Tract 3646 as shown by map on file in Book 57, Pages 86 and 87 of
Maps, in the Office of the County recorder of said County.**

Vacant land - Temecula, CA

**This deed of trust is first and subordinate to no existing liens and/or
encumbrances currently of record.**

- B. Assignor, as Trustor, has executed a Deed of Trust in favor of Assignee, as Beneficiary, to secure a loan made by Assignee to Assignor. Said Deed of Trust incorporates this document by reference.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the parties hereto agree as follows:

- 1. Assignor grants, transfers and assigns to Assignee all rents, issues and profits from the Property, as well as Assignor's interest in all leases, oral or written, now in effect or hereinafter entered into concerning the Property.
- 2. Assignor reserves the right to collect the rents, issues and profits from the Property only for so long as Assignor is not in default under the terms of the Deed of Trust.
- 3. In the event of a default by Assignor under the terms of the Deed of Trust, Assignee shall be entitled to accelerate all sums due under the loan secured said Deed of Trust in accordance with the terms thereof and is authorized to enter into and upon the Property, by itself or through an agent, for the purpose of collecting the rents, issues and profits from the Property. In such event Assignee may, in its sole discretion, take and hold possession of the Property, operate and manage the Property and take such other action as it may deem necessary to protect its security interest in the Property and its rents, issues and profits. Assignor appoints Assignee its true, lawful and irrevocable attorney to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, either in the name of the Assignor or in the name of the Assignee, for all such rents.



2002-279428
03/24/2002 08:08A
5 of 8

4. In addition to the rights set forth in paragraph 3 above, Assignee may exercise any other remedy it has at law or pursuant to the terms of the Deed of Trust. Without in any way limiting the foregoing, Assignee shall have the right, in its sole discretion, to seek the appointment of a receiver to take possession of the property, manage same, and collect the rents, issues and profits on behalf of Assignee.
5. Assignor agree not to collect any rent, issues or profits accruing under the leases, rental agreements or otherwise from the Property in advance of the time when they shall become due without the prior written consent of Assignee.
6. Assignee does not assume any of the Assignor's obligations under any lease or any other agreement assigned hereunder, and Assignor agrees to keep and perform all obligations thereunder and to save Assignee harmless from the consequences of any failure to do so.
7. Assignor agrees that it will not assign any interest in any lease, or any other agreement to pay any rent assigned hereunder; and that notice of this Assignment may be given to any lessee or party to any such agreement at any time at Assignee's option.
8. This Assignment is intended by Assignor and Assignee to create an absolute assignment to Assignee, rather than an assignment for security purposes only. Any sums collected by or on behalf of Assignee pursuant to the provisions of this Assignment shall be applied first to the payment of any costs incurred for management of the property and collection of rents (including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees), and then to other sums secured by the Deed of Trust. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if delivered in person or by United States mail, certified or registered, return receipt requested, or otherwise actually delivered to the corresponding notice addresses listed below.

Notice Address for Assignor (Trustor):

26489 Ynez Road, C221
 Temecula, CA 92591-

Notice Address for Assignee (Beneficiary):

Val-Chris Investments, Inc.
 17875 Von Karman Ave., Suite 315
 Irvine, CA 92614-

9. If Assignor has retained any of the executed instruments or indentures evidencing the leases, then such retention is agreed to be for the convenience only of Assignor, and shall not in any way be deemed to defeat or diminish any right Assignee under this Agreement. Assignor further covenants, in such case, at any time, on demand of Assignee, to deliver all such lease instruments to Assignee.
10. Time is of the essence under this Absolute Assignment and any amendment, modification, or revision of it.

IN WITNESS WHEREOF, this absolute assignment of rents rider has been duly executed by Assignor.

Signature of Trustor

Signature of Trustor


 Edward C. Hollowell, Trustee


 Anita G. Hollowell, Trustee

See Next Page for Notary



2882-279428
 05/24/2002 08:08A
 6 of 9

State of California

County of Orange

On May 20 02

ss.

Tamara K. Stevens
before me, Edward C. Hollowell & Anita B. Hollowell

Notary Public, personally appeared:

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 HIS/HER/THEIR signature(s) on the instrument the person or entity upon behalf of which person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Tamara K. Stevens
Notary Public



2882-279428
05/24/2002 08:06A
7 of 8

Form Name: Deed Of Trust With Assignment Of Rents

Form Description: Additional Signature Sheet Addendum

Loan No.

Attachment # 1

Date: 5.20.02

Anita Hollowell
Anita Hollowell, General Partner



GOVERNMENT CODE 27361.7

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

NAME OF NOTARY : TAMARA K. STEVENS

COMMISSION NUMBER : 1231883

COUNTY WHERE BOND IS FILED: ORANGE

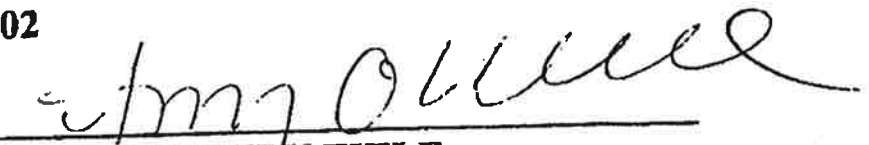
DATE COMMISSION EXPIRES : 8-10-2003

MANUFACTURER/VENDOR NO. : VSI1

PLACE OF EXECUTION : IRVINE, CA

DATE: 5-23-2002

SIGNATURE:



**NEW CENTURY TITLE
IRVINE, CA**



2882-279428
65/24/2882 68.88A
3 of 9

T H A R P E & H O W E L L , L L P

ATTORNEYS AT LAW

LOS ANGELES REGIONAL OFFICE

15250 VENTURA BOULEVARD, 9TH FLOOR, SHERMAN OAKS, CA 91403

PHONE: (818) 205-9955 FAX: (818) 205-9944

WWW.THARPE-HOWELL.COM

sender's e-mail:
jsiegel@tharpe-howell.com

October 23, 2014

Our File No.: 18949

County of Riverside Treasurer – Tax Collector
County Administrative Center – 4th Floor
4080 Lemon Street
P.O. BOX 12005
Riverside, CA 92502-2205

Re: Claim for Excess Proceeds From Sale of Tax Defaulted Property
Assessment No.: 922190013-9

Dear Sir/Madam:

This office represents Fire Insurance Exchange in connection with its claim for excess proceeds with respect to the above referenced parcel number, pursuant to the County's notice dated April 22, 2014, a copy of which is enclosed.


Also Enclosed are Fire's completed claim form, together with the Assignment of Deed of Trust and Deed of Trust with Absolute Assignment of Rents and Rider, which support Fire's entitlement to these proceeds.

If your office requires any additional documentation to support Fire's claim to these proceeds, or if you have any questions, please contact me at (818) 205-9955 or at the above email address.

Once the document has been filed, please provide this office with a conformed copy. I have enclosed a self-addressed, stamped envelope for your convenience.

Thank you.

Very truly yours,

THARPE & HOWELL, LLP

GERALD M. SIEGEL

GMS/nan

I:\18000-000\18949\Letters\County of Riverside - Excess proceeds claim 7-7-14 (Final).docx

Celebrating Over 40 Years of Distinguished Service

ORANGE COUNTY • SAN FRANCISCO • SACRAMENTO • SANTA BARBARA • SAN DIEGO • NEVADA

County Administrative Center- 4th Floor
4080 Lemon Street, P.O. Box 12005
Riverside, CA 92502-2205
(951) 955-3900
(951) 955-3990 - Fax

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



**COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR**

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

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

April 22, 2014

FIRE INSURANCE EXCHANGE
C/O THARPE & HOWELL
ATTN: GERALD M. SIEGEL
15250 VENTURA BLVD 9TH FLOOR
SHERMAN OAKS, CA 91403

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 922190013-9 Item: 438
Situs Address: 29234 Vallejo Ave Temecula 92592
Assessee: El Dorado Homes
Date Sold: February 4, 2014
Date Deed to Purchaser Recorded: March 21, 2014
Final Date to Submit Claim: March 23, 2015

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3947.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT
TREASURER-TAX COLLECTOR

By Jennifer Pazicni
Deputy

JON CHRISTENSEN
ASSISTANT TREASURER-TAX COLLECTOR

DEBBIE BASHE
INFORMATION TECHNOLOGY OFFICER

GIOVANE PIZANO
INVESTMENT MANAGER

KIEU NGO
FISCAL MANAGER

October 1, 2015

Fire Insurance Exchange
C/O Tharpe & Howell, LLP
Attn: Tim Felks
15250 Ventura Blvd., 9th Floor
Sherman Oaks, CA 91403

Re: APN: 922190013-9
TC 199 Item 438
Date of Sale: February 4, 2014

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Fire Insurance Exchange
C/O Tharpe & Howell, LLP
Attn: Tim Felks
15250 Ventura Blvd., 9th Floor
Sherman Oaks, CA 91403

EP 199-438

2. Article Number
(Transfer from service label)

7003 2260 0004 1558 9534

PS Form 3811, August 2001

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee
X Regan Palo

B. Received by (Printed Name) Agent Addressee
Regan Palo

C. Date of Delivery
10/15

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

To Whom It May Concern:

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale. The documentation you have provided is insufficient to establish your claim.

Please submit the necessary proof to establish your right to claim the excess proceeds. The document(s) listed below may assist the Tax Collector in making the determination.

___ Notarized Affidavit for Collection of Personal Property under California Probate Code 13100

___ Notarized Statement of different/mis spelled

Notarized Statement Giving Authorization to Tharpe & Howell, LLP to claim on behalf of Fire Insurance Exchange.

___ Certified Death Certificate for

___ Copy of Birth Certificates for

___ Copy of Marriage Certificate for

Original Note/Payment Book

Updated Statement of Monies Owed (as of date of tax sale)

Articles of Incorporation/Organization (if applicable Statement by Domestic Stock)

___ Court Order Appointing Administrator

___ Deed (Quitclaim/Grant etc...)

___ Other -

-TIM WORKS FOR FIRE INS. EXCHANGE

-ITS NOT A BUSINESS EXCHANGE

Please send in all documents within 30 days (**November 2, 2015**). If you should have any questions, please contact me at the number listed below.

Sincerely,

*10/13/15
Spoke to Gerald Siegel
He is working on gathering Docs.*

Jennifer Pazicni
Tax Sale Operations Unit
(951) 955-3336
(951) 955-3990 Fax
jpazicni@co.riverside.ca.us

COUNTY OF RIVERSIDE, TREASURER-TAX COLLECTOR

4080 LEMON STREET, 4TH FLOOR ★ P.O. BOX 12005 ★ RIVERSIDE, CALIFORNIA 92502
WWW.COUNTYTREASURER.ORG ★ (951) 955-3900 ★ 1 (877) 748-2689 ★ FAX (951) 955-3923

THARPE & HOWELL, LLP
ATTORNEYS AT LAW
LOS ANGELES REGIONAL OFFICE
15250 VENTURA BOULEVARD, 9TH FLOOR, SHERMAN OAKS, CA 91403
PHONE: (818) 205-9955 FAX: (818) 205-9944
WWW.THARPE-HOWELL.COM

sender's e-mail:
jsiegel@tharpe-howell.com

October 15, 2015

Our File No.: 18949

SENT VIA EMAIL AND U.S. MAIL
jpazicni@co.riverside.ca.us

Jennifer Pazicni
Tax Sale Operations Unit
County of Riverside, Treasurer – Tax Collector
County Administrative Center – 4th Floor
4080 Lemon Street
P.O. BOX 12005
Riverside, CA 92502-2205

Re: Claim for Excess Proceeds from Sale of Tax Defaulted Property
Assessment No.: 922190013-9
TC 199 Item 438

Dear Ms. Pazicni:

This will serve to follow-up on our telephone conversation yesterday regarding the above referenced matter, in which I represent the claimant, Fire Insurance Exchange.

As requested in your letter of October 1, 2015, and per our conversation, enclosed is a copy of the Promissory Note Secured by Deed of Trust in the amount of \$366,000.00, dated May 20, 2002, together with the Promissory Note Endorsement from the payees on the Note to Fire Insurance Exchange.

This letter will also serve as Fire Insurance Exchange's updated statement of monies owed as of the date of the tax sale, February 4, 2014:

TOTAL AMOUNT DUE: SEVEN HUNDRED TWELVE THOUSAND SIX HUNDRED AND FIVE DOLLORS (\$712,606.00)

BREAKDOWN: Principal: \$366,000.00; Interest from May 1, 2017 to February 4, 2014 @ 14% per annum (\$140.38 per day): \$346,606.00.

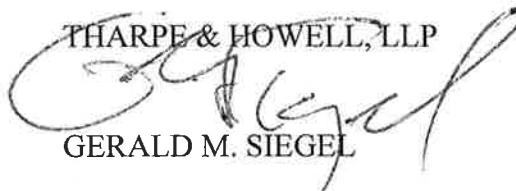
Jennifer Pazicni
County of Riverside, Treasurer – Tax Collector
October 15, 2015
Page 2

If your office requires any additional documentation on these two items, or if you have any questions about them, please contact me at (818) 205-9955 or at the above email address.

I will be contacting you shortly to again discuss the two other items we discussed yesterday, some type of documentation as to Fire Insurance Exchange official status and the authority of Mr. Felks to act on its behalf in connection with the claim.

Thank you for your assistance.

Very truly yours,

THARPE & HOWELL, LLP

GERALD M. SIEGEL

GMS/nan
Enclosures
I:\18000-000\18949\Letters\County of Riverside - Excess proceeds claim 10-15-15.docx

PROMISSORY NOTE SECURED BY DEED OF TRUST
(This Note contains an Acceleration Clause)

Loan Number: _____ Date of Funding: May 23, 2002

Interest has been prorated to June 1, 2002 and paid direct to beneficiary named herein.

\$ 366,000.00 Irvine, California May 20, 2002

In installments as herein stated, for value received, the undersigned, promise(s) to pay to:
Rolf H. Schwalbe and Mary Lee Schwalbe, husband and wife as Joint Tenants, and Leonard F. Jones, an unmarried man, each to an undivided 50% interest, as Tenants in Common

, or order, at a place that may be designated by the Beneficiary, the sum of:

Three Hundred Sixty-Six Thousand Dollars and 00/100

with interest from the above date of funding on the unpaid principal at the rate of 14.0000 % percent per annum, payable in Monthly installments of \$ 4,270.00 beginning on July 1, 2002, and continuing Monthly thereafter until maturity, June 1, 2003, at which time all sums of principal and interest then remaining unpaid shall be due and payable in full. Interest shall be calculated on a 365 day year and on an ordinary annuity calculation basis. Each payment shall be credited first on interest then due and the remainder on principal; and interest shall thereupon cease upon the principal so credited.

Upon default in any payment of any installment, then the balance of this obligation shall become due immediately at the option of the Holder hereof. Principal and interest payable in lawful money of the United States of America. Except where federal law is applicable, this Note shall be construed and enforceable according to the laws of the State of California for all purposes. Time is of the essence for each and every obligation under this Note.

**THE FOLLOWING PROVISIONS MAY RESULT IN THE
COMPOUNDING OF INTEREST ON YOUR LOAN**

At the option of the Beneficiary, if any payment should be insufficient to pay the interest then due, the balance of interest remaining shall be added to principal and will bear interest at the Note rate as the principal.

At the option of the Beneficiary, if any principal and/or interest installments, late charges, advances and/or costs should be repaid through or by any forbearance, bankruptcy plan or similar repayment plan, the total sum of these amounts will bear interest at the Note rate from the date due or advanced until the date repaid.

If this Note is not paid when due I promise to pay, in addition to the principal and interest due under this Note, all costs of collection and any actual attorney's fees incurred by the Beneficiary thereof on account of such collection, whether or not suit is filed hereon. Each Borrower consents to renewals, replacements, and extensions of time for payment hereof before, at, or after maturity; consents to the acceptance of security for this Note and waives demand, protest and any applicable statute of limitations.

Initial: ECN ABH

Holder 11

PROMISSORY NOTE SECURED BY DEED OF TRUST
(This Note contains an Acceleration Clause)

If any installment due hereunder is delinquent more than 10 days, the Borrower to this Note agrees to pay a late charge on each installment of \$ 5.00 or 10.000% of the delinquent payment, whichever is larger. All late charges are to be paid immediately on demand.

In addition, if any balloon payment is delinquent more than 10 days, the Borrower to this Note agrees to pay a late charge equivalent to the maximum late charge which could be assessed on the largest single regular installment due under this note. This late charge on the balloon payment is to continue to be assessed for each subsequent period of time equal to the regular installment period under this note until the balloon payment and all other fees, interest and charges due under this note are paid in full.

Borrower and Beneficiary agree that it would be difficult to determine the actual damages to the Beneficiary or Beneficiaries Agent for the return of an unpaid check provided by Borrower. It is hereby agreed that Borrower will pay the sum equal to 4.000% of the amount returned or \$ 12.00, whichever is greater. However, in any event the maximum charge for an unpaid check is not to exceed the sum of \$ 45.00. This amount is in lieu of any statutory monetary penalty, if any, however, Beneficiary does not waive any other rights that may be authorized under any statute.

The holder of this Note shall have the right to sell, assign, or otherwise transfer, either in part or in its entirety, this Note, the Deed of Trust, and other instrument evidencing or securing the indebtedness of this Note to one or more investors without Borrower's consent.

The principal and accrued interest on this loan may be prepaid in whole or in part at any time but a prepayment made within 0 years 6 months of the date of execution shall be subject to the following prepayment charge, whether such prepayment is voluntary, involuntary or results from default in any term of this Note or the Deed of Trust by which it is secured:

A sum equal to the payment of six (6) months advance interest on the amount prepaid in any twelve (12) month period (non-accumulative) in excess of twenty percent (20%) of the unpaid balance will be charged. If the remaining term of the loan is less than six (6) months, the prepayment consideration shall be in the amount of advance interest for the remaining term on the amount prepaid in excess of twenty percent (20%) of the unpaid balance.

This Note and all of the covenants, promises and agreements contained in it shall be binding on and inure to the benefit of the respective legal and personal representatives, devisees, heirs, successors, and assigns of the Borrower and the Beneficiary. This Note is secured by a Deed of Trust of even date herewith which contains the following provision:

In the event of sale or transfer, conveyance or alienation of said real property, or any part thereof, or any interest therein, whether voluntary or involuntary, Beneficiary shall have the right of acceleration, at its option, to declare the Note secured by the Deed of Trust, irrespective of the maturity date expressed therein, and without demand or notice, immediately due and payable. No waiver of this right shall be effective unless it is in writing. Consent by the Beneficiary to one such transaction shall not constitute waiver of the right to require such consent to succeeding transactions.

Initial: ECH ABH

PROMISSORY NOTE SECURED BY DEED OF TRUST
(This Note contains an Acceleration Clause)

Additional Provisions (if any):

** See Attachment # 1 For Signature(s) Of Additional 1 Borrower(s) **



Edward C. Hollowell, Trustee



Anita G. Hollowell, Trustee

This Note is secured by a Deed of Trust to:
Val-Chris Investments, Inc., a California Corporation
as Trustee.

DO NOT DESTROY THIS NOTE: When paid, this note, with Deed of Trust securing same, must be surrendered to Trustee for cancellation, before reconveyance will be made.

Form Name: Promissory Note Secured By Deed Of Trust

Form Description: Additional Signature Sheet Addendum

Loan No.

Attachment # 1

Date: 5-20-02

Anita Hollowell
Anita Hollowell, General Partner

PROMISSORY NOTE ENDORSEMENT

Loan No.

Reference is hereby made to the Promissory Note dated May 20, 2002 in the amount of \$366,000.00, executed by:

EDWARD C. HOLLOWELL and ANITA G. HOLLOWELL, Trustees of the E.A.H. Living Trust dated June 19, 1995 and E.A.H. Family Limited Partnership

**FOR VALUE RECEIVED, the undersigned hereby grants, assigns, endorses and transfers, without recourse to
FIRE INSURANCE EXCHANGE**

**All beneficial interest under said Promissory Note together with the money due and to become due thereon with interest,
and all Rights accrued or to accrue under said Promissory Note.**

Dated: May 10, 2007



Rolf H. Schwalbe



Mary Lee Schwalbe



Leonard F. Jones

CERTIFICATE OF ASSISTANT SECRETARY
OF
FIRE INSURANCE EXCHANGE

I, J. Nicole Pryor, hereby certify that I am Assistant Secretary for Fire Insurance Exchange (the "Exchange"). I further certify that the resolutions below were adopted by the Board of Governors of the Exchange on March 16, 2015, and that the resolutions have not been amended, supplemented or otherwise modified:

RESOLVED, that each of the following executives has authority to act on behalf of the Exchange in the performance of their designated duties for the ensuing year or until termination of employment:

Approval Authority Group A

Frank A. Carni – Head of Auto Claims

Timothy E. Felks – Head of Property Claims

Robert P. Howard – Head of Claims Shared Services

Craig A. Orraj – Head of Business Insurance Claims

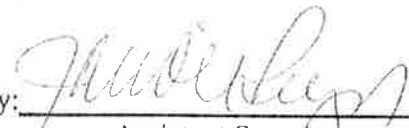
Andrew M. P. Rudnicki – Head of Claims Litigation

Thomas White – President of Exchanges Non-Insurance Business

Todd M. Williams – Head of Bristol West Claims

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the 29th day of October, 2015.

FIRE INSURANCE EXCHANGE

By: 
Assistant Secretary



PROPERTY AND CASUALTY COMPANIES - ASSOCIATION EDITION

QUARTERLY STATEMENT

AS OF MARCH 31, 2014

OF THE CONDITION AND AFFAIRS OF THE

FIRE INSURANCE EXCHANGE, FIRE UNDERWRITERS ASSOCIATION, ATTORNEY-IN-FACT

NAIC Group Code 0069 (Current) 0212 (Prior) NAIC Company Code 21650 Employee's ID Number

Organized under the Laws of California, State of Domicile or Port of Entry California

Country of Domicile United States of America

Incorporated/Organized 11/10/1942 Commenced Business 11/20/1942

Statutory Home Office 4680 Wilshire Boulevard (Street and Number) Los Angeles, CA, US 90010 (City or Town, State, Country and Zip Code)

Main Administrative Office 4680 Wilshire Boulevard (Street and Number) Los Angeles, CA, US 90010 (City or Town, State, Country and Zip Code) 323-932-3200 (Area Code) (Telephone Number)

Mail Address P.O. Box 2478 Terminal Annex (Street and Number or P.O. Box) Los Angeles, CA, US 90051 (City or Town, State, Country and Zip Code)

Primary Location of Books and Records 4680 Wilshire Boulevard (Street and Number) Los Angeles, CA, US 90010 (City or Town, State, Country and Zip Code) 323-932-3441 (Area Code) (Telephone Number)

Internet Website Address www.farmers.com

Statutory Statement Contact Joseph Hammond (Name) 323-932-3441 (Area Code) (Telephone Number) joseph.hammond@farmersinsurance.com (E-mail Address) 323-630-4286 (FAX Number)

OFFICERS

President Anthony James DeSantis* CFO, Treasurer Ronald Gregory Myhan Secretary Doren Eugene Hohl

OTHER

Keith George Daly # Chief Claims Officer Scott Robert Lindquist* Vice President Victoria Louise McCarthy* # Vice President James Leslie Nurling Chief Actuary

DIRECTORS OR TRUSTEES

Gisselle Maria Acosta** # Guy Meade Hanson** # Gail Namolts Jackson** Peter David Kaplan** Frederick Henry Kruse** Dennis Joseph Lorch** Dale Anne Merlin** Gerald Alden McElroy** Donald Eugene Rodriguez** Stanley Ray Smith** John Tsai-Chao Wu**

State of California SS: County of Los Angeles

The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that: (1) state law may differ; or, (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, respectively. Furthermore, the scope of this attestation by the described officers also includes the related corresponding electronic filing with the NAIC, when required, that is an exact copy (except for formatting differences due to electronic filing) of the enclosed statement. The electronic filing may be requested by various regulators in lieu of or in addition to the enclosed statement.

Signatures of Anthony James DeSantis* (President), Doren Eugene Hohl (Secretary), and Ronald Gregory Myhan (CFO, Treasurer)

Subscribed and sworn to before me this 5th day of May, 2014. Keith Eakins, Notary Public, November 1, 2017, Officer of Attorney-in-Fact Board of Governors

a. Is this an original filing? Yes [X] No [] b. If no, 1. State the amendment number, 2. Date filed, 3. Number of pages attached.



by, (1) Anthony James DeSantis proved to me on the basis of satisfactory evidence to be the person who appeared before me, and (2) Doren Eugene Hohl proved to me on the basis of satisfactory evidence to be the person who appeared before me, and (3) Ronald Gregory Myhan proved to me on the basis of satisfactory evidence to be the person who appeared before me.

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

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

Re: **Claim for Excess Proceeds**

TC 199 Item 438 Assessment No.: 922190013-9

Assessee: EL DORADO HOMES

Situs: 29234 VALLEJO AVE TEMECULA 92592

Date Sold: February 4, 2014

Date Deed to Purchaser Recorded: March 21, 2014

Final Date to Submit Claim: March 23, 2015

RECEIVED
2014 JUN 17 PM 1:58
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

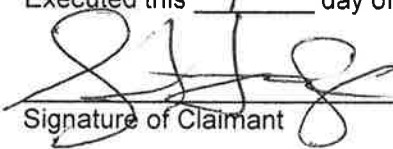
I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 149,100 from the sale of the above mentioned real property. I/We were the lienholder(s), property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 0178818; recorded on 03/15/2004. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

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

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

Executed this 4 day of June, 2014 at San Bernardino CA
County, State


Signature of Claimant

Signature of Claimant

JOSE AQUINO
Print Name

Print Name

PO Box 700
Street Address

Street Address

Bloomington CA 92316
City, State, Zip

City, State, Zip

818-414-0887
Phone Number

Phone Number

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 199 Item 438 Assessment No.: 922190013-9

Assessee: EL DORADO HOMES

Situs: 29234 VALLEJO AVE TEMECULA 92592

Date Sold: February 4, 2014

Date Deed to Purchaser Recorded: March 21, 2014

Final Date to Submit Claim: March 23, 2015

RECEIVED
2014 OCT 14 AM 9:24
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 1007 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. 0178818; recorded on 03/15/2004. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

*Copy of Grant deed where el Dorado homes LLC was the owner.
and the articles of incorporation.
*Attached letter of power to collect Excess Proceeds.

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

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

Executed this 6 day of October, 2014 at San Bernardino County
County, State

[Signature]
Signature of Claimant

Signature of Claimant

JOSE AQUINO
Print Name
16299 Foothill Blvd.
Street Address
Fontana CA 92335
City, State, Zip
818-414-0887
Phone Number

Print Name

Street Address

City, State, Zip

Phone Number

RECORDING REQUESTED BY
EL DORADO HOMES, LLC.

DOC # 2004-0178818

03/15/2004 08:00A Fee:10.00
Page 1 of 2 Doc Tax Paid
Recorded in Official Records
County of Riverside

Gary L. Orso
Assessor, County Clerk & Recorder



AND WHEN RECORDED MAIL TO
EL DORADO HOMES, LLC.
1835 VIA MIRALESTE # 1611
PALM SPRINGS, CA 92252

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

14

Loan No.:
A.P. No.: 922-190-013-9
TRA No.: 013-004

RESS Order No.: 67292

TRUSTEE'S DEED UPON SALE

The undersigned Trustee hereby certifies:



1. The Grantee named herein below IS NOT the foreclosing Beneficiary;
2. The amount of the unpaid debt, together with costs was \$71,409.16;
3. The amount bid by the Grantee at the Trustee's Sale was \$71,409.17;
4. Total Documentary Transfer Tax, based on the above is \$78.65; and

Val-Chris Investments, Inc., a California Corporation, herein called "Trustee", as Trustee in the Deed of Trust herein referred to, hereby grants and conveys, without warranty, express or implied to VACANT LAND (APN 922-190-013) EL DORADO HOMES, LLC***** herein called "Grantee", all right, title and interest heretofore acquired and held by Trustee in and to all that certain real property situated in the City of Temecula County of RIVERSIDE, State of California, described as follows:

Lot 2 of Tract 3646 as shown by map on file in Book 57, Pages 86 and 87 of Maps, in the Office of the County Recorder of said County.

2934 VALLEJO AVE, TEMECULA

This conveyance is made pursuant to the power and authority conferred upon the Trustee in that certain Deed of Trust executed by EDWARD C. HOLLOWELL and ANITA G. HOLLOWELL, trustees of the E.A.H. Living Trust dated June 19, 1995 and E.A.H. FAMILY LIMITED PARTNERSHIP as Trustor, recorded 07/11/2003, in Book n/a of Official Records of said County, at page n/a, Recorder's Instrument No. 2003-518591, and after fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance. Default occurred as set forth in that Notice of Default and Election to Sell Under Deed of Trust which was recorded 10/16/2003, in Book n/a of Official Records of said County, at page n/a, Recorder's Instrument No. 2003-811586. All requirements of law regarding the mailing of copies of Notices for which Requests had been recorded, and otherwise, and regarding publication, recordation and posting of copies of a Notice of Trustee's Sale, have been complied with.

* Mail tax bill to the above

TRUSTEE'S DEED UPON SALE


Loan No.:
A.P. No.: 922-190-013-9

RESS Order No.: 67292

Said real property was sold by Trustee on 02/26/2004, at public auction, at the place named in said Notice of Trustee's Sale, in the County of RIVERSIDE, State of California, in which said property is situated. Grantee being the highest bidder at said sale, became the purchaser of said real property and paid to Trustee the amount bid therefore, being the sum of \$71,409.17, or by the satisfaction pro tanto, of the obligations then secured by said Deed of Trust.

In WITNESS WHEREOF, Trustee has executed these presents the day set forth in the acknowledgement certificate hereinbelow.

Val-Chris Investments, Inc.,
a California Corporation, as Trustee
By: RESS FINANCIAL CORPORATION
a California Corporation, Its Agent

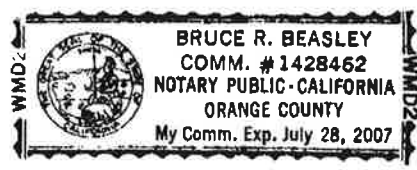
By: 
Christopher Loria
Trustee's Sale Officer

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss:

On 02/27/2004 before me, the undersigned, a Notary Public for said State, personally appeared Christopher Loria, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature 
Bruce R. Beasley



(Seal)

State of California



TV

SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JUL 28 2004



Kevin Shelley
Secretary of State



State of California
Kevin Shelley
Secretary of State

FILE # 200405110106

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

FEB 17 2004

KEVIN SHELLEY
Secretary of State

LIMITED LIABILITY COMPANY
ARTICLES OF ORGANIZATION

A \$70.00 filing fee must accompany this form.

IMPORTANT - Read instructions before completing this form.

This Space For Filing Use Only

1. NAME OF THE LIMITED LIABILITY COMPANY (END THE NAME WITH THE WORDS "LIMITED LIABILITY COMPANY," "LTD. LIABILITY CO.," OR THE ABBREVIATIONS "LLC" OR "L.L.C.")
EL DORADO HOMES, L.L.C.

2. THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT.

3. CHECK THE APPROPRIATE PROVISION BELOW AND NAME THE AGENT FOR SERVICE OF PROCESS.
 AN INDIVIDUAL RESIDING IN CALIFORNIA. PROCEED TO ITEM 4.
 A CORPORATION WHICH HAS FILED A CERTIFICATE PURBUANT TO SECTION 1505. PROCEED TO ITEM 5.
 AGENT'S NAME: SACRAMENTO ATTORNEYS SERVICE, INC.

4. ADDRESS OF THE AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL:
 ADDRESS _____ STATE CA ZIP CODE _____
 CITY _____

5. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY: (CHECK ONE)
 ONE MANAGER
 MORE THAN ONE MANAGER
 ALL LIMITED LIABILITY COMPANY MEMBER(S)

6. OTHER MATTERS TO BE INCLUDED IN THIS CERTIFICATE MAY BE SET FORTH ON SEPARATE ATTACHED PAGES AND ARE MADE A PART OF THIS CERTIFICATE. OTHER MATTERS MAY INCLUDE THE LATEST DATE ON WHICH THE LIMITED LIABILITY COMPANY IS TO DISSOLVE.

7. NUMBER OF PAGES ATTACHED, IF ANY:

8. TYPE OF BUSINESS OF THE LIMITED LIABILITY COMPANY. (FOR INFORMATIONAL PURPOSES ONLY)
DEVELOP LAND, REAL ESTATE, LOAN, INVESTMENTS

9. IT IS HEREBY DECLARED THAT I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.
[Signature] 02/16/04
 SIGNATURE OF ORGANIZER DATE
JOSE AQUINO
 TYPE OR PRINT NAME OF ORGANIZER

10. RETURN TO:
 NAME JOSE AQUINO
 FIRM EL DORADO HOMES LLC.
 ADDRESS 16113 FOOTHILL BLV.
 CITY/STATE FONTANA CA 92335
 ZIP CODE



APPROVED BY SECRETARY OF STATE

**El Dorado Homes, LLC
16299 Foothill Blvd
Fontana, CA 92335
909-357-3000**

Power to collect excess of proceeds.

October 6, 2014

Riverside County Treasurer- Tax Collector
4080 Lemons St. 4th Floor
Riverside, CA 92502


Re: APN: 922190013-9
Date Sale: February 4, 2014

To whom it may concern:

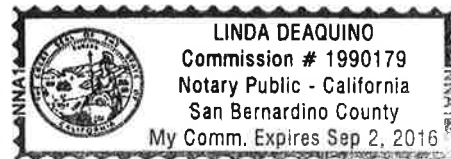
I, Jose Aquino certify that I am a limited liability member or designated member of the above named Partnership Company, organized under the laws of California, Federal ID number 33-1999383, and the resolutions on this document is a correct copy of the resolutions adopted at a meeting of all members of the Limited Partnership Company as provided in the articles of organization or an operating agreement, duly and properly called held on July 1, 2014, These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

I further certify that the designated Member of the Limited Liability Company have, and at the time of adoption of this resolution had, full power and lawful authority to adopt the foregoing resolutions and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

El Dorado Homes, LLC .



Jose Aquino Date 10 10 6 / 2014



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

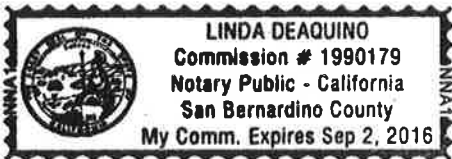
STATE OF CALIFORNIA

County of San Bernardino }

On 10/06/2014
Date

before me, Linda DeAquino, Notary Public
Here Insert Name and Title of the Officer

personally appeared Jose Aquino
Name(s) of Signer(s)



Place Notary Seal Above

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

Linda DeAquino
Signature of Notary Public Linda DeAquino

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Letter

Document Date: 10/06/2014

Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer Is Representing: _____

JON CHRISTENSEN
ASSISTANT TREASURER-TAX COLLECTOR

DEBBIE BASHE
INFORMATION TECHNOLOGY OFFICER

GIOVANE PIZANO
INVESTMENT MANAGER

KIEU NGO
FISCAL MANAGER



DON KENT
TREASURER

MATT JENNINGS
CHIEF DEPUTY TREASURER-TAX COLLECTOR

MELISSA JOHNSON
CHIEF DEPUTY TREASURER-TAX COLLECTOR

ADRIANNA GOMEZ
ADMINISTRATIVE SERVICES MANAGER I

October 1, 2015

El Dorado Homes, LLC
C/O Jose Aquino
PO Box 700
Bloomington, CA 92316

Re: APN: 922190013-9
TC 199 Item 438
Date of Sale: February 4, 2014

To Whom It May Concern:

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale. The documentation you have provided is insufficient to establish your claim.

Please submit the necessary proof to establish your right to claim the excess proceeds. The document(s) listed below may assist the Tax Collector in making the determination.

- | | |
|--|---|
| <input type="checkbox"/> Notarized Affidavit for Collection of Personal Property under California Probate Code 13100 | <input type="checkbox"/> Copy of Marriage Certificate for Original Note/Payment Book |
| <input type="checkbox"/> Notarized Statement of different/misspelled | <input type="checkbox"/> Updated Statement of Monies Owed (as of date of tax sale) |
| <input type="checkbox"/> Notarized Statement Giving Authorization to claim on behalf of | <input checked="" type="checkbox"/> Articles of Incorporation/Organization (if applicable Statement by Domestic Stock) |
| <input type="checkbox"/> Certified Death Certificate for | <input type="checkbox"/> Court Order Appointing Administrator |
| <input type="checkbox"/> Copy of Birth Certificates for | <input type="checkbox"/> Deed (Quitclaim/Grant etc...) |
| | <input type="checkbox"/> Other - |

Please send in all documents within 30 days (**November 2, 2015**). If you should have any questions, please contact me at the number listed below.

Sincerely,

Jennifer Pazicni
Tax Sale Operations Unit
(951) 955-3336
(951) 955-3990 Fax
jpazicni@co.riverside.ca.us

COUNTY OF RIVERSIDE, TREASURER-TAX COLLECTOR

4080 LEMON STREET, 4TH FLOOR * P.O. BOX 12005 * RIVERSIDE, CALIFORNIA 92502
WWW.COUNTYTREASURER.ORG * (951) 955-3900 * 1 (877) 748-2689 * FAX (951) 955-3923



State of California
Kevin Shelley
Secretary of State

FILE # 200405110100

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

FEB 17 2004

KEVIN SHELLEY
Secretary of State

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[Signature]
SIGNATURE OF ORGANIZER

02/16/04
DATE

JOSE AQUINO
TYPE OR PRINT NAME OF ORGANIZER

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APPROVED BY SECRETARY OF STATE