

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

424A



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. 200, Item 26. Last assessed to: Fellspar L.L.C., a California Limited Liability Company. District 2 [\$12,644]. Fund 65595 Excess Proceeds from Tax Sale.

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the claim from MDM Development for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 165020011-6;

(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 April 29, 2014 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 20, 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 July 16, 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	\$ 12,644	\$ 0	\$ 12,644	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

<b>SOURCE OF FUNDS:</b> Fund 65595 Excess Proceeds from Tax Sale	<b>Budget Adjustment:</b> N/A
	<b>For Fiscal Year:</b> 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: 2

Agenda Number:

**9-13**

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

**FORM 11:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 200, Item 26. Last assessed to: Fellspar L.L.C., a California Limited Liability Company. District 2 [\$12,644]. Fund 65595 Excess Proceeds from Tax Sale.

**DATE:** JAN 4 2016

**PAGE:** Page 2 of 2

**RECOMMENDED MOTION:**

2. Authorize and direct the Auditor-Controller to issue a warrant to MDM Development in the amount of \$12,644.72, 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 one claim for excess proceeds:

1. Claim from MDM Development based on a Short Form Deed of Trust and Assignment of Rents recorded June 1, 2004 as Instrument No. 2004-0414158.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office MDM Development be awarded excess proceeds in the amount of \$12,644.72. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant 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):**

A copy of the Excess Proceeds Claim form and supporting documentation is 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 200 Item 26 Assessment No.: 165020011-6

Assessee: FELLSPAR

Situs:

Date Sold: April 29, 2014

Date Deed to Purchaser Recorded: June 20, 2014

Final Date to Submit Claim: June 22, 2015

RECEIVED  
2014 SEP 18 PM 12:30  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 17,244 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. 2004-0414158 recorded on 04/01/2004. 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.**

Short Form Deed of Trust and Assignment of Rents  
Doc # 2004-0414158

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

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

Executed this 12<sup>th</sup> day of September, 2014 at Los Angeles, CA  
County, State

Donald McEnter  
Signature of Claimant

As General Partner of MDM Development  
Signature of Claimant

Donald McEnter  
Print Name

6230 Napali Ct.  
Street Address

Long Beach, CA 90803  
City, State, Zip

562.706.3767  
Phone Number

**Recording Requested By  
First American Title Company**

RECORDING REQUESTED BY:

**DOC # 2004-0414158**

06/01/2004 08:00A Fee:31.00  
Page 1 of 6

Recorded in Official Records  
County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



AND WHEN RECORDED, MAIL TO:  
MDM Development, a General Partnership  
6230 Napoli Court  
Long Beach, CA 90803  
Attn.: Don McEntee

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A	R	L				COPY	LONG	REFUND	NCHG	EXAM

**SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS**

ASSESSOR'S PARCEL NO.: 165-020-004, 001, 010, 011, 017  
TITLE ORDER NO.: 651199  
ESCROW NO.: 5512-pb

31  
T  
CM

**This Deed of Trust**, made this 3<sup>rd</sup> Day of February, 2003, between  
**Trustor:** Jose Diaz and Jose Luis Garcia

whose address is : \_\_\_\_\_

**Trustee:** Orange Coast Title Company, a California Corporation, and  
MDM Development, California, herein called **Beneficiary**,

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Riverside, State of California, described as: See Exhibit "A" attached hereto

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary by Paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

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

**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, and any extension or renewal thereof, in the principal sum of TWO HUNDRED TWENTY FIVE THOUSAND AND 00/100 Dollars (\$225,000.00) executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

14 JUL 13 2004

**DO NOT RECORD**

The following is a copy of provision (1) to (14) inclusive, of the fictitious deed of trust, recorded in each county in California, as stated in the foregoing Deed of Trust and by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

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

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

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to 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, and in any suit brought by Beneficiary to foreclose this Deed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To protect the security of this Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14) inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County October 18, 1961, and in all counties October 23, 1961, in the book and the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county vis.:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	435	684	Kings	792	833	Placer	895	301	Sierra	29	335
Alpine	1	250	Lake	362	39	Plumas	151	5	Siskiyou	468	181
Amador	104	348	Lassen	171	471	Riverside	3005	523	Solano	1105	182
Butte	1145	1	Los Angeles	T'2055	899	Sacramento	4331	62	Sonoma	1851	689
Calaveras	145	152	Madera	810	170	San Benito	271	383	Stanislaus	1715	456
Colusa	296	617	Marin	1508	339	San Bernardino	5567	61	Sutter	572	297
Contra Costa	3978	47	Mariposa	77	292	San Francisco	A332	905	Tehama	401	289
Del Norte	78	414	Mendocino	579	530	San Joaquin	2470	311	Trinity	93	366
El Dorado	568	456	Merced	1547	538	San Luis Obispo	1151	12	Tulare	2294	275
Fresno	4626	572	Modoc	184	851	San Mateo	4078	420	Tuolumne	135	47
Glenn	422	184	Mono	52	429	Santa Barbara	1878	860	Ventura	2062	386
Humbolt	657	527	Monterey	2194	538	Santa Clara	5336	341	Yolo	653	245
Imperial	1091	501	Napa	639	86	Santa Cruz	1431	494	Yuba	334	486
Inyo	147	598	Nevada	305	320	Shasta	684	528			
Kern	3427	60	Orange	5889	611	San Diego	Series 2, Book 1961, Page 183887				

(which provisions, identical in all counties, are printed on the attached page of this form) hereby are adopted and incorporated herein and made part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the

References to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

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

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

Signature of Trustor(s)

Jose Diaz  
Jose Diaz

Jose Luis Garcia  
Jose Luis Garcia

STATE OF CALIFORNIA,  
COUNTY OF Riverside

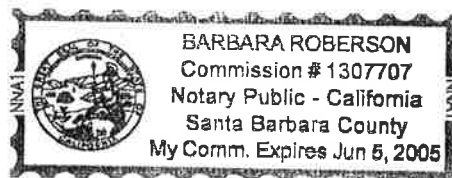
ON May 21, 2005 before me,  
Barbara Roberson

Notary Public, personally appeared Jose Diaz and Jose Luis Garcia 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/his~~ their authorized capacity(ies), and that by ~~his/his~~ 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 Barbara Roberson

(This area for official notary seal)



(DO NOT RECORD)

**REQUEST FOR FULL RECONVEYANCE**

To be used only when Note has been paid.

Dated:

**To Orange Coast Title Company, Trustee:**

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

MAIL RECONVEYANCE TO:

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

THIS FORM MUST BE NOTARIZED

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

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

**Orange Coast Title Company  
AS TRUSTEE**



### **LEGAL DESCRIPTION**

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

**Parcel 1:**

The Southerly 135 feet of Lots 152, 153, 154 and 155 of Fairhaven Farms, as shown by map on file in book 6 page 2 of Maps, Records of Riverside County, California.

Excepting therefrom the Southerly 100 feet of Lot 152, of Fairhaven Farms, as shown by map on file in book 6 page 2 of Maps, Records of Riverside County, California.

**Parcel 2:**

The Southerly one-half of Lots 152, 153, 154 and 155 of Fairhaven Farms, as shown by map on file in book 6 page 2 of Maps, Records of Riverside California.

Excepting therefrom the Northerly 169.00 feet of the Southerly one-half of Lot 152 of Fairhaven Farms, as shown by map on file in book 6 page 2 of Maps, Records of Riverside County, California.

Also excepting therefrom the Southerly 135 feet of Lots 152, 153, 154 and 155 of Fairhaven Farms, as shown by map on file in book 6 page 2 of Maps, Records of Riverside County, California.

Excepting therefrom the Southerly 100 feet of Lot 152, of Fairhaven Farms, as shown by map on file in book 6 page 2 of Maps, Records of Riverside County, California.

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 2, 2015

MDM Development  
C/O Donald McEntee  
6230 Napoli Ct.  
Long Beach, CA 90803

Re: APN: 165020011-6  
TC 200 Item 26  
Date of Sale: April 29, 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   |
| <input type="checkbox"/> Notarized Statement of different/misspelled   | <input checked="" type="checkbox"/> <b>Original Note/Payment Book</b>   |
| <input type="checkbox"/> Notarized Statement Giving Authorization to claim on behalf of                              | <input checked="" type="checkbox"/> <b>Updated Statement of Monies Owed (as of date of tax sale)</b>                          |
| <input type="checkbox"/> Certified Death Certificate for   | <input checked="" type="checkbox"/> <b>Articles of Incorporation/Organization (if applicable Statement by Domestic Stock)</b> |
| <input type="checkbox"/> Copy of Birth Certificates for  | <input type="checkbox"/> Court Order Appointing Administrator   |
|  | <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](mailto:jpazicni@co.riverside.ca.us)

COUNTY OF RIVERSIDE, TREASURER-TAX COLLECTOR

\*\*\*\*\*

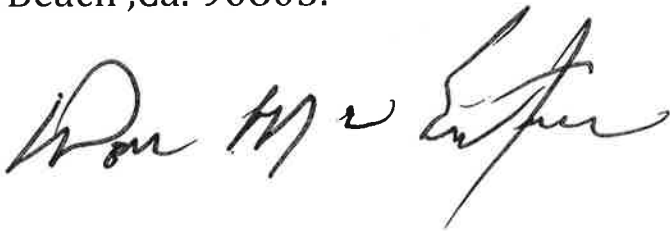
4080 LEMON STREET, 4TH FLOOR \* P.O. BOX 12005 \* RIVERSIDE, CALIFORNIA 92502  
WWW.COUNTYTREASURER.ORG \* (951) 955-3000 \* (951) 955-3990 FAX \* (951) 955-3336

Ms Jennifer Pazicini:

Pursuant to your letter of October 2, 2015 the following are submitted:

- 1) A copy of the installment note payable to MDM Developments dated February 3, 2003 signed by Mr. Jose Diaz and MR Jose Luis Gracia in the aggregate amount of \$225,000 payable at interest only Of \$1,500 beginning on the 28<sup>th</sup> day of June 2004.
- 2) A Notice of Default letter issued to Mr Diaz dated January 28, 2008 notifying Mr Diaz the they were delinquent on interest payments on the note since August 28, 2008 and therefore the principal amount of \$225,000 plus delinquent interest and penalties of \$ 8,750 were immediately due and payable. NO AMOUNTS WERE EVER RECEIVED BY US SINCE THAR DATE.
- 3) A copy of the Partnership Agreement of M.D.M Developments.

If additional information is required please contact me at 562-706-3767 or at my mailing address of 6230 Napoli Ct. , Long Beach ,Ca. 90803.

A handwritten signature in black ink, appearing to read "Don M. Lopez". The signature is written in a cursive style with a large, sweeping initial "D" and "L".

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

### INSTALLMENT NOTE

(INTEREST ONLY)

(This note contains an acceleration clause)

\$225,000.00.....RIVERSIDE, California,..... February 3, 2003

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

MDM Development, a General Partnership

Or order, at \_\_\_\_\_ place designated by holder \_\_\_\_\_

The principal sum of TWO HUNDRED TWENTY FIVE THOUSAND AND 00/100 Dollars, With interest from close of escrow on the amounts of principal remaining from time to time unpaid, until said principal sum is paid, at the rate of 8.00 percent, per annum. INTEREST ONLY payments due in monthly installments of ONE THOUSAND FIVE HUNDRED AND 00/100 Dollars, (\$1,500.00), or more on the same day of each and every month, beginning on the ~~28th~~ day of ~~June~~, 20 ~~04~~. And continuing FOR A TERM OF 7 YEARS, ~~May 28~~, 20 ~~11~~ at which time the then unpaid principal and interest accrued thereon has been paid in full.

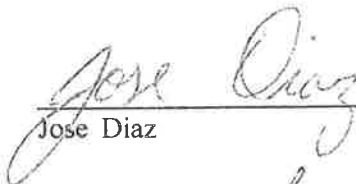
AT ANY TIME, THE PRIVILEGE IS RESERVED TO PAY MORE THAN THE SUM DUE. Each payment shall be credited first, on the interest then due; and the remainder on the principal sum; and interest shall thereupon cease upon the amount so credited on the said principal sum. Should default be made in the payment of any of said installments when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note.

**LATE PAYMENTS:** In the event that any payment, or any portion thereof, due hereunder is not received by the Payee within 10 days after the due date thereof, the undersigned agrees to pay to Payee, in addition to the regular monthly payment, a late charge of 6.000%.

**BALLOON PAYMENT:** This note is subject to Section 2966 of the Civil Code which provides that the holder of this Note shall give written notice to Trustor, or his successor in interest of prescribed information at least 90 and not more than 150 days before any balloon payment is due.

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

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

  
\_\_\_\_\_  
Jose Diaz

  
\_\_\_\_\_  
Jose Luis Garcia

## Notice of Default

January 25, 2008

To: Elias Barruis  
Jose Diaz  
Felspar LLC

Re: Promissory Note secured by Deed of Trust on vacant land under Assessor's Parcel Number 165020011-6 in Riverside County, CA.

Please be advised that the undersigned is the holder of a certain promissory note made by you dated June 28, 2004 in the original amount of \$225,000.

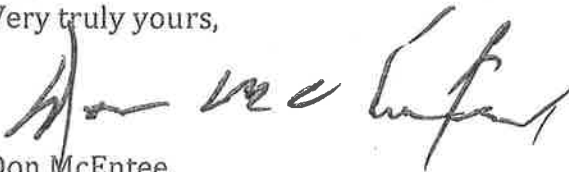
You are hereby notified that you have defaulted under said note because you have failed to pay the interest due on August 28, September 28, October 28, November 28, and December 28, 2007 in the aggregate amount of \$7,500.

Therefore, demand is hereby made upon you for full payment of the entire balance due on said note in the amount of \$225,000 plus interest of \$8,750 (through 1/25/08) and late payment penalties of \$1,350.

Attention to the note, which obligates you to pay in addition to the principal balance, interest and penalties, costs of collection, including attorney's fees.

Your prompt attention to the foregoing is anticipated.

Very truly yours,



Don McEntee  
General Partner MDM Development

PARTNERSHIP AGREEMENT

OF

M.D.M. DEVELOPMENTS

THIS PARTNERSHIP AGREEMENT is executed this thirteenth day of January, 1979, by and among MARGARET ANN McENTEE, DONALD D. McENTEE, and R. MICHAEL WILKINSON, residents of the State of California.

ARTICLE I

NATURE OF PARTNERSHIP

Section 1.01. NAME OF PARTNERSHIP. The partnership shall operate under the name of "M.D.M. DEVELOPMENTS."

Section 1.02. PURPOSE OF PARTNERSHIP. The Partnership shall invest in real property, engage in the business of purchasing, selling, developing, renting, and leasing improved and unimproved real property, and such other related businesses as may be agreed on by the Partners.

Section 1.03. PRINCIPAL PLACE OF BUSINESS. The principal place of business of the partnership shall be at 2700 N. Cahuenga Blvd., Suite 2210, Los Angeles, California 90068, or at such other place or places as may from time to time be agreed on by the Partners.

Section 1.04. TERM OF PARTNERSHIP. The Partnership shall commence on January 13, 1979 and shall continue until terminated as hereinafter provided.

ARTICLE II

TITLE TO THE PROPERTY

Title to the property as may be acquired from time to time by the Partnership shall be transferred to the name of the Partnership, unless a majority of the Partners believe that title should be held for the Partnership in the name of one or more Partners.

ARTICLE III

CAPITALIZATION

Section 3.01. INITIAL CAPITAL. The initial capital of the Partnership shall be \$111,332.07, contributed equally by the Partners, as follows:

(a) MARGARET ANN McENTEE shall contribute approximately 7.9 acres of unimproved real estate located on Felspar Street between 54th Street and 56th Street in Miraloma, California, as further described in Exhibit "A" attached hereto, at an agreed value of \$75,000.00, subject to mortgage indebtedness in the approximate amount of \$37,641.58 and accrued property tax in the approximate amount of \$247.73.

(b) DONALD D. McENTEE shall contribute a personal note bearing interest at the rate of 10% per annum, in the principal amount of \$37,110.69, principal and interest payable on demand of two (2) Partners.

(c) R. MICHAEL WILKINSON shall contribute a personal note bearing interest at the rate of 10% per annum, in the principal amount of \$37,110.69, principal and interest payable on demand of two (2) Partners.

Section 3.02. ADDITIONAL CONTRIBUTION TO CAPITAL. Each Partner shall make additional contributions to the capital of this Partnership as agreed by a majority of Partners, but no Partner shall be allowed to make a voluntary contribution to capital without the written consent of all other Partners.

Section 3.03. WITHDRAWAL OF CAPITAL. No portion of the capital of the Partnership may be withdrawn without the written consent of a majority of Partners.

Section 3.04. INTEREST ON CONTRIBUTION. No Partner shall be entitled to interest on his contributions to the capital of the Partnership.

Section 3.05. INCOME TAX ALLOCATION. The Partners understand that for income tax purposes the Partnership's adjusted basis of the property contributed by Margaret Ann McEntee differs from the value at which the property was accepted by the Partnership at the time of its contribution. The Partners agree that, in determining each Partner's distributing share of the taxable income or loss of the Partnership, gain or loss with respect to the contributed property shall be allocated to the Partners in the manner provided in



Section 704(c)(2) of the Internal Revenue Code. The allocation shall take into account, to the full extent permitted by the Internal Revenue Code, the difference between the adjusted bases of the property contributed by Margaret Ann McEntee and the agreed values of the property at the time of the contribution. The effect of this income tax allocation (subject only to the so-called ceiling limitation of the regulations) is to set aside for each Partner, for income tax purposes, gain or loss with respect to the property contributed by such partner, computed as if the Partnership had purchased the property from Margaret Ann McEntee for the agreed values described above. Any balance of the depreciation or gain with respect to that property shall be allocated to Margaret Ann McEntee. Similar future contributions of property to the Partnership by a Partner shall be treated in the like manner.

#### ARTICLE IV

##### CAPITAL ACCOUNTS

Section 4.01. ACCOUNTS. An individual account shall be maintained for each Partner. At all times during the continuance of the Partnership the Partners shall keep accurate books of account in which all matters relating to the Partnership, including all income, expenditures, assets, and liabilities thereof, shall be entered. Said books shall be open to examination by either Partner at any time.

Section 4.02. INTEREST IN CAPITAL. The Partners have equal interests in Partnership capital. If the capital accounts of the Partners, as reflected on the accounting records of the Partnership, have unequal balances, then the excess of the capital account of the Partner with the larger capital balance over the balance of the capital account of the other Partner shall be considered an obligation of the Partnership to the Partner with the larger capital balance. Appropriate accounting entries shall be made to reflect the transfer of the excess capital balance to a Partnership liability account, and the Partners agree that for all Partnership purposes the amount so transferred shall be considered an obligation of the Partnership to the Partner and not a part of his capital interest in the Partnership.

Section 4.03. ACCOUNTING METHOD. The Partnership shall keep its accounting records and shall report its income for income tax purposes on the cash method of accounting. The account for Partnership purposes shall be in accordance with permissible tax accounting principles. The Partnership tax year shall end December 31st of each year.

## ARTICLE V

### PROFIT AND LOSSES

Section 5.01. DEFINITION. The term "net profit" and "net losses" as used in this Agreement shall mean the net

profit and net losses of the Partnership as determined by generally accepted accounting principles for each accounting period provided for in this Agreement.

Section 5.02. DISTRIBUTION OF PROFIT AND LOSS. The net profits and net losses of the Partnership shall be credited or charged, as the case may be, to the Partners in equal proportions.

Section 5.03. CURRENT DISTRIBUTION. Current distributions of available cash of the Partnership, if any, to the partners shall be made in accordance with good and sound business and income tax practices. Funds shall be deemed available for distribution only when the general obligations have been set aside. Such current distributions of available funds shall be made to each Partner in equal proportions, but Partners having notes payable to the Partnership shall have such notes distributed to them before they are entitled to any cash distributions.

## ARTICLE VI

### RIGHTS AND DUTIES OF PARTNERS

Section 6.01. TIME DEVOTED TO PARTNERSHIP. Each Partner shall devote as much of his time and attention to the partnership business as shall be deemed necessary and proper by a majority of Partners for the furtherance of Partnership's business.

Section 6.02. VOTING. Each Partner shall have an equal voice in the management of Partnership business.

Section 6.03. BANK ACCOUNTS. One or more Partnership bank accounts shall be established and checks on the accounts shall be signed by two Partners except as otherwise agreed upon by the Partners.

Section 6.04. RESTRICTIONS ON PARTNERS. In addition to restrictions on Partners mentioned elsewhere in this Agreement, no Partner, without the written consent of one other Partner, shall:

1. Borrow or lend money on behalf of the Partnership.
2. Execute any mortgage, bond, deed, or lease.
3. Assign, transfer, or pledge any debts due the Partnership or release any debts due, except on payment in full.
4. Compromise any claim due to the Partnership or submit to arbitration any dispute or controversy involving the Partnership.
5. Sell, assign, pledge, or mortgage his or her interest in the Partnership.

Section 6.05. SALARIES. No Partner shall be entitled to a salary for his or her services in and about the Partnership business.

## ARTICLE VII

### WITHDRAWAL ON DEATH OF PARTNER

Section 7.01. WITHDRAWAL. Any Partner may withdraw from the Partnership by giving three months written notice of his intention to withdraw. The Partnership shall not be dissolved by the withdrawal or death of one Partner.

Section 7.02. NEGOTIATION TO DETERMINE VALUE. When a Partner dies or gives written notice that he intends to withdraw, negotiations shall be undertaken between the continuing Partners and the withdrawing Partner or the personal representative of a deceased Partner to establish the value of the interest of the withdrawing or deceased Partner. In the negotiations the parties shall determine separately the value of all property of the Partnership. No value shall be placed on goodwill, Partnership name, leasehold interests or other intangible interests. Negotiations shall continue as long as required, provided that if an agreement is not reached within ninety (90) days after (a) the giving of written notice of intention of a Partner to withdraw or (b) the appointment of the personal representative of a deceased Partner, either party may terminate the negotiations and require the valuation to be submitted to arbitration as provided in Section 7.03.

Section 7.03. ARBITRATION TO DETERMINE VALUE. If the parties are unable to reach agreement through negotiations among themselves, the value of Partnership property

shall be determined by arbitration in accordance with the rules of the American Arbitration Association then in effect, but no value shall be placed on goodwill, Partnership name, leasehold interests or other intangible interests.

Section 7.04. ADJUSTMENT TO CAPITAL ACCOUNTS FOR VALUES IN EXCESS OF BOOK VALUES. The total book value of the Partnership property shall be subtracted from the value of all Partnership property as determined under Section 7.02 or Section 7.03. The excess of negotiated or arbitrated value over the book value shall be credited to the capital accounts of the Partners in the proportions of their then interests in profits or losses of the Partnership, as provided in Article IV. The amount of the balance in the capital account of the withdrawing or deceased Partner, adjusted as provided in this section, shall be the valuation of the Partnership interest of the withdrawing or deceased Partner.

Section 7.05. OPTION OF CONTINUING PARTNERS TO PURCHASE INTEREST. The continuing Partners shall have the option to cause the Partnership to liquidate the interest of the withdrawing or deceased Partner at the valuation determined under either Section 7.02 or Section 7.03. The option shall be exercised contemporaneously with the reaching of an agreement under Section 7.02 or within thirty (30) days after the determination of value by arbitration under Section 7.03.

Section 7.06. ALTERNATIVES IF OPTION TO PURCHASE IS NOT EXERCISED. If the continuing Partners do not exercise their option to cause the Partnership to liquidate the interest of the withdrawing or deceased Partner under Section 7.05, the Partnership shall be dissolved, its operations wound up, its assets liquidated, and the proceeds from liquidation distributed to the Partners according to their then Capital Accounts. In the case of the death of a Partner, in lieu of the dissolution and liquidation of the Partnership as provided in this Section, the surviving partner and the successor in interest of the deceased Partner may agree on a continuation of Partnership operations on mutually determined terms and conditions.

Section 7.07. PAYMENTS TO WITHDRAWING PARTNER. When a Partner withdraws, payment for the value of his interest in the Partnership, as determined under Section 7.02 or 7.03 shall be made by the Partnership as follows:

One-third within three months after date of retirement.

Balance within six months after date of retirement.

Section 7.08. PAYMENTS TO SUCCESSOR OF A DECEASED PARTNER. When a Partner dies, payment for the value of his interest in the Partnership, as determined under Section 7.02 or 7.03 shall be made by the Partnership as follows:

One-third within three months after date of death.

One-third within one year after date of death.

One-third within two years after date of death.

Section 7.09. PAYMENTS OF ESTIMATED AMOUNTS. If the value of the interest of a retiring or deceased Partner, under Article VII, has not been determined at the time specified for the making of any of the payments called for in Section 7.07 or 7.08, payment shall be made by the Partnership in an estimated amount.

Section 7.10. INTEREST ON PAYMENTS. Payments to be made one year and two years after date of death under Section 7.08 shall bear interest at the rate of 10 percent per year from date of death to the date due or the date paid, whichever is earlier. No interest shall be paid on other payments provided in this article if the payments are made on or before the due date. If any payment is not made on the due date, it shall bear interest thereafter at a fluctuating rate that is two percentage points above the then current prime rate of interest charged by banks. In no event shall the interest rate determined under the preceding sentence exceed the maximum lawful rate of interest that may be charged under the laws of California.

Section 7.11. INCOME TAX INCIDENTS OR PAYMENTS. It is the intention of the parties that all amounts payable by the Partnership under this article to a retiring Partner



or to the successor in interest of a deceased Partner shall constitute payment for the interest in Partnership property. The payments shall be considered a distribution of Partnership property under 736(b) of the Internal Revenue Code and not a payment of income under section 736(a) of the Internal Revenue Code.

#### ARTICLE VIII

#### MISCELLANEOUS

Section 8.01. WINDING UP THE PARTNERSHIP. On any voluntary dissolution, the Partnership shall immediately commence to wind up its affairs. The Partners shall continue to share profits and losses during liquidation in the same proportions as before dissolution. The proceeds from liquidation of Partnership assets shall be applied as follows:

1. Debts of the Partnership, other than to Partners.
2. Amounts owed to Partners for the credit balances in their respective drawing accounts.
3. The capital contributions of the Partner as reflected in their respective capital accounts.

Section 8.02. GAINS OR LOSSES IN WINDING UP. Any gain or loss on disposition of Partnership properties in the process of liquidation shall be credited or charged to the Partners equally. Any property distributed in kind in the

liquidation shall be valued and treated as though the property were sold and the cash proceeds were distributed. The difference between the value of property distributed in kind and its book value shall be treated as a gain or loss on sale of the property and shall be credited or charged to the Partners equally.

Section 8.03. BALANCE OWED BY A PARTNER. Should any Partner have a debit balance in his capital account, whether by reason of losses in liquidating partnership assets or otherwise, the debit balance shall represent an obligation from him to the other Partners, to be paid in cash within 30 days after written demand by the other partners.

#### ARTICLE IX

##### WAIVER OF RIGHT TO COUNT

##### DECREE OF DISSOLUTION

The Partners agree that irreparable damage would be done to the good will and reputation of the firm of any Partner should bring an action in court to dissolve this Partnership. Care has been taken in this Partnership agreement to provide what the partners feel are fair and just payments to be made to a Partner whose relation with the firm is terminated for any reason. Accordingly, each of the parties accepts the provision under this Partnership Agreement as his sole entitlement on termination of his Partnership relation.

Each party hereby waives and renounces his right to seek a court decree of dissolution or to seek the appointment by a court of a liquidator for the Partnership.

#### ARTICLE X

#### ARBITRATION

If any controversy or claim arising out of this Partnership Agreement cannot be settled by the Partners, the controversy or claim shall be settled by arbitration in accordance with the rules of the American Arbitration Association then in effect, and judgment on the award may be entered in any court having jurisdiction.

#### ARTICLE XI

#### MISCELLANEOUS

Section 11.01. NOTICES. Any and all notices between the parties provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to a Partner, or, in lieu of such personal service, when deposited in the United States mail, certified, postage prepaid, addressed to such Partner.

Section 11.02. CONSENTS AND AGREEMENTS. Any and all consents and agreements provided for or permitted by this Agreement shall be writing and a signed copy thereof shall be filed and kept with the books of the Partnership.

Section 11.03. SOLE AND ONLY AGREEMENT. This instrument contains the sole and only agreement of the parties relating to their Partnership and correctly sets forth the rights, duties and obligations of each to the other in connection therewith as of its date. Any prior agreements, promises, negotiations, or representation not expressly set forth in this Agreement are of no force or effect.

Section 11.04. This agreement shall be governed by the laws of the State of California.

Executed January 13, 1979 at Los Angeles County, California.



MARGARET ANN McENTEE



DONALD D. McENTEE



R. MICHAEL WILKINSON