

FORM APPROVED COUNTY COUNSEL
 BY: Gregory P. Priamos DATE: 12/28/15
 GREGORY P. PRIAMOS

425 A



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

FROM: Don Kent, Treasurer-Tax Collector

SUBMITTAL DATE:

DEC 28 2015

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 200, Item 31. Last assessed to: Jorge Frontela, a married man and Arsenio Frontela, a married man, as joint tenants. District 2 [\$6,764]. Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from John Bruce Passmore aka Bruce Passmore for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 179291011-5;

(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	\$ 6,764	\$ 0	\$ 6,764	\$ 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 1/14/16
 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:**

9-14

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 31. Last assessed to: Jorge Frontela, a married man and Arsenio Frontela, a married man, as joint tenants. District 2 [\$6,764]. Fund 65595 Excess Proceeds from Tax Sale.

DATE: DEC 28 2015

PAGE: Page 2 of 2

RECOMMENDED MOTION:

2. Deny the claim from Jorge Frontela;
3. Deny the claim from Arsenio Frontela;
4. Authorize and direct the Auditor-Controller to issue a warrant to John Bruce Passmore aka Bruce Passmore in the amount of \$6,764.64, 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 three claims for excess proceeds:

1. Claim from John Bruce Passmore aka Bruce Passmore based on a Deed of Trust and Assignment of Rents recorded February 7, 2006 as Instrument No. 2006-0093309.
2. Claim from Jorge Frontela based on a Grant Deed recorded February 7, 2006 as Instrument No. 2006-0093308.
3. Claim from Arsenio Frontela based on a Grant Deed recorded February 7, 2006 as Instrument No. 2006-0093308.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that John Bruce Passmore aka Bruce Passmore be awarded excess proceeds in the amount of \$6,764.64. Since the amount claimed by John Bruce Passmore aka Bruce Passmore exceeds the amount of excess proceeds available, there are no funds available for consideration for the claims from Jorge Frontela and Arsenio Frontela. 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

TREASURER-TAX COLLECTOR

TC 200 Item 31 Assessment No.: 179291011-5

AUG 18 2014

Assessee: FRONTELA, JORGE & ARSENIO

RECEIVED

Situs: 5265 ODELL ST RIVERSIDE 92509



Date Sold: April 29, 2014

Date Deed to Purchaser Recorded: June 20, 2014

Final Date to Submit Claim: June 22, 2015

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 50,000 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. 2006-0093309 recorded on June 20/2014. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

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 18 day of Aug., 2014 at Riverside Ca
County, State

John Bruce Passmore
Signature of Claimant

Signature of Claimant

John Bruce Passmore
Print Name

Print Name

6340 Brookdale
Street Address

Street Address

Riverside Ca 92509
City, State, Zip

City, State, Zip

957 686-8218
Phone Number

Phone Number

DOC # 2006-0093309

02/07/2006 08:00A Fee:31.00

Page 1 of 6

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:
UNITED TITLE COMPANY-COLTON



AND WHEN RECORDED MAIL TO:
BRUCE PASSMORE
6340 BROOKDALE AVENUE
RIVERSIDE, CA 92509

TITLE ORDER# 50518065-63
ESCROW NO. 6005499

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THIS SPACE FOR RECORDER'S USE ONLY

31

APN# 179-291-011-5

DEED OF TRUST AND ASSIGNMENT OF RENTS



THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)



Recording Requested By
United Title Company-Inland Empire Div.

WHEN RECORDED MAIL TO

Bruce Passmore
6340 Brookdale Avenue
Riverside, CA 92509

Title Order No. 50518065 - 63
Escrow No. 6005499

Space above this line for Recorder's use

APN: 179-291-011-5

DEED OF TRUST AND ASSIGNMENT OF RENTS

MARRIED

MARRIED
MARRIED

This **DEED OF TRUST**, made January 3, 2006, BETWEEN JORGE FRONTELA, A ~~SINGLE~~ **MARRIED** MAN, AND ARSENIO FRONTELA, A ~~SINGLE~~ **MARRIED** MAN AS JOINT TENANTS, herein called TRUSTOR, whose address is 10116 Walnut Avenue, South Gate, CA 90280 and United Title Company, a California Corporation, herein called TRUSTEE, and Bruce Passmore, A Single Man, 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:

LOT 134 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13 PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

In the event trustor(s) or their successor(s) sell, convey, alienate or transfer, in any manner, voluntarily or involuntarily, in whole or in part, the property described in the deed of trust, the whole amount of the then unpaid principal sum and interest thereon shall become immediately all due and payable, at the option of the beneficiary.

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.

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 \$50,000.00** 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 so secured.

The following is a copy of provisions (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 incorporated by reference in said Deed of Trust as being a part thereof as 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, 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 in effect 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 monies 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 default for failure so to pay.

(8) That at 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 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 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, either 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 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.

(13) That 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.

(14) That 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.

Dated: January 3, 2006

STATE OF CALIFORNIA)
COUNTY OF Los Angeles)ss



Jorge Frontela

On January 16, 2006 before me

David A. Perez - Notary Public
DAP



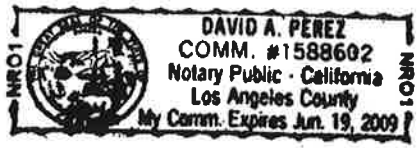
Arsenio Frontela

Personally appeared Jorge ~~is~~ Frontela
& Arsenio Frontela

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 



DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

A reconveyance will be issued upon presentation to United Title Company of this request properly signed and accompanied by the reconveyance fee, the Deed of Trust, the original Note or Notes secured by said Deed of Trust, and any receipt or document evidencing any other indebtedness secured thereby.

TO: United 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 the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now hold by you under the same.

Dated _____

MAIL RECONVEYANCE TO:

By: _____

By: _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee at United Title Company, 3250 Wilshire Blvd., 18th Floor, Los Angeles, California 90010 for cancellation before reconveyance will be made.

PENALTY OF PERJURY FOR NOTARY SEAL

(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: David A. Perez

DATE COMMISSION EXPIRES: 6/19/09

COUNTY WHERE BOND IS FILED: Los Angeles

STATE WHERE BOND IS FILED: California

COMMISSION NUMBER: 1588002

PLACE OF EXECUTION: Coston, CA

DATE: 2/1/06

SIGNATURE: Alybia Coleman

PRINT NAME: Alybia Coleman

DO NOT DESTROY THIS ORIGINAL NOTE: When paid, said original note, together with the Deed of Trust securing same, must be surrendered to the trustee for cancellation and retention before reconveyance will be made.

**NOTE SECURED BY DEED OF TRUST
(STRAIGHT NOTE)**

\$ 50,000.00

VICTORVILLE, California, January 3, 2006

ON OR BEFORE JUNE 1, 2006 and after date, for value received; I/we promise to pay to BRUCE PASSMORE, A SINGLE MAN, or order, at such place designated by the holder hereof, the sum of Fifty Thousand and no/100 DOLLARS, (\$50,000.00) with NO interest.

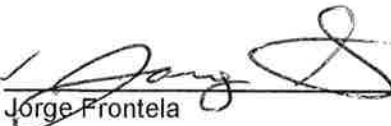
BALLOON PAYMENT NOTICE:

This note is subject to Section 2966 of the California Civil Code, which provides that the holder of this note shall give written notice to the payor(s) or his/her/their successor(s) in interest, of prescribed information at least 90 and not more than 150 days before any balloon payment is due.

ALIENATION PROVISION:

In the event trustor(s) or their successor(s) sell, convey, alienate or transfer, in any manner, voluntarily or involuntarily, in whole or in part, the property described in the deed of trust, the whole amount of the then unpaid principal sum and interest thereon shall become immediately all due and payable, at the option of the beneficiary.

Principal payable in lawful money of the United States. If any action be instituted on this note, I promise to pay such sum as the Court may fix as attorneys' fees. This note is secured by **Deed of Trust to United Title Company**, a California corporation, as Trustee.



Jorge Frontela

 1-28-2006

Arsenio Frontela

Order No.
Escrow No.
Loan No.

150968

WHEN RECORDED MAIL TO:
Bruce Passmore
6340 Brookdale Avenue
Riverside, California 92509



RECEIVED FOR RECORD
Min. Past 11:00 clock AM

JUN 30 1986
Recorded in Official Records
of Riverside County, California
William E. Conerly
RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

See Above

DOCUMENTARY TRANSFER TAX \$ 27.50

Computed on the consideration or value of property conveyed; OR
Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

Signature of Declarant or Agent determining tax - Firm Name

GRANT DEED

179291011-5

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Robert R. Hemminger
Mrs. Pauline Barney

hereby GRANT(S) to

Bruce Passmore

the real property in the City of Riverside
County of Riverside

State of California, described as

Lot 134 of Rubidoux Vista Tract, Book 13, Page 27 of Map Records
of Riverside County, California 92509.

Subscribed and sworn to before me
this 14th day of June, 1986
Dolores Russell
Notary Public, Clark County, Nevada



Dated, My Appointment Expires Mar. 3, 1990

STATE OF CALIFORNIA Riverside ss.
COUNTY OF

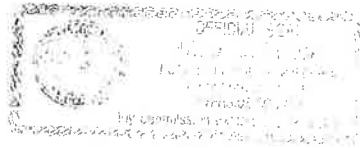
On November 22, 1988

before me, the undersigned, a Notary Public in and for said State, per-
sonally appeared, Robert R. Hemminger
Mrs. Pauline Barney

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 it, to
within instrument and acknowledged to me that he, she, and they executed
the same.

WITNESS my hand and official seal:
Signature: *Dolores R. Black*

Robert R. Hemminger
Mrs. Pauline Barney



(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

1002 (6/82)

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 5, 2015

John Bruce Passmore
6340 Brookdale Ave
Riverside, CA 92509

Re: APN: 179291011-5
TC 200 Item 31
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 Original Note/Payment Book |
| <input type="checkbox"/> Notarized Statement of different/misspelled | <input checked="" 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 type="checkbox"/> Articles of Incorporation (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 5, 2015**). If you should have any questions, please contact me at the number listed below.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Pazicni".

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

TO: Jennifer Pazicni RECEIVED

Tax Sale operation unit

2015 NOV -4 PM 3:26

RE: APN 179291011-5

TC 200 item 31

RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

Date of sale 4/29/2014

I John Bruce Passmore
have not recieved any
monies that was owed to
me.

I ~~was~~ was suppose to get
a \$50,000 Balloon payment,

John Bruce Passmore

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 31 Assessment No.: 179291011-5

Assessee: FRONTELA, JORGE & ARSENIO

Situs: 5265 ODELL ST RIVERSIDE 92509

Date Sold: April 29, 2014

Date Deed to Purchaser Recorded: June 20, 2014

Final Date to Submit Claim: June 22, 2015

RECEIVED

2015 MAY -1 AM 10: 31

RIVERSIDE COUNTY
TREAS. TAX COLLECTOR

JP

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 10,704.64 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. 2006-0092308; recorded on _____. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

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 20 day of April, 2015 at Los Angeles, California
County, State

Arsenio Frontela
Signature of Claimant

Jorge Frontela
Signature of Claimant

Arsenio Frontela
Print Name

Jorge Frontela
Print Name

7040 Fontana St.
Street Address

10116 Walnut ave.
Street Address

Downey CA. 90241
City, State, Zip

South Gate CA 90280
City, State, Zip

562-500-1304
Phone Number

562-500-9031
Phone Number

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:
UNITED TITLE COMPANY-COLTON

✓ DOC # 2006-0093308 ✓

✓ 02/07/2006 08:00A Fee:36.00

Page 1 of 4 Doc T Tax Paid
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



AND WHEN RECORDED MAIL TO:
JORGE FRONTELA
ARSENIO FRONTELA
10116 WALNUT AVENUE ✓
SOUTH GATE CA 90280 ✓

ORDER#50518065-63
ESCROW NO. 6005499-PP

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THIS SPACE FOR RECORDER'S USE ONLY

36

APN#179-291-011-5 ✓
TRA#099-094

Documentary Transfer Tax \$110.00

GRANT DEED ✓



THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

RECORDING REQUESTED BY:
United Title Company-Inland Empire Div.

AND WHEN RECORDED MAIL TO:
Jorge Frontela
Arsenio Frontela
10116 Walnut Avenue ✓
South Gate, CA 90280 ✓

Title Order No. 50518065 -63
Escrow No. 6005499-PP

Space above this line for Recorder's use

A.P.N. 179-291-011-5 ✓
TRAK 099-094 GRANT DEED ✓✓

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
City Transfer Tax is \$0.00
County Transfer Tax is \$110.00

- (X) Computed on the full consideration or value of property conveyed
- OR
- () Computed on the full consideration or value less liens or encumbrances remaining at time of sale
- (X) City of Riverside, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Bruce Passmore, A Single Man hereby GRANT(S) to Jorge Frontela, a ^{married} ~~single~~ man, and Arsenio Frontela, A ^{married} ~~single~~ Man, as joint tenants ✓✓ the real property in the ^{Area} ~~City~~ of Riverside, County of Riverside, State of California, described as:

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

COMMONLY KNOWN AS: 5265 Odell, Riverside, CA 92509 ✓

Dated: January 4, 2008
STATE OF CALIFORNIA)
COUNTY OF Riverside)ss

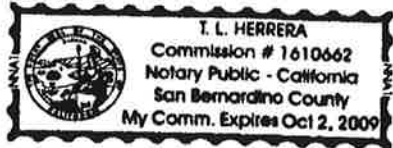
Bruce Passmore
Bruce Passmore

On 1/08/06 before me
T. L. HERRERA, NOTARY PUBLIC
Personally appeared BRUCE PASSMORE

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Signature
T. L. Herrera



MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT "A"

LOT 134 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13 PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

MAIL TAX STATEMENTS AS DIRECTED ABOVE

PENALTY OF PERJURY FOR NOTARY SEAL

(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: T.L. Herrera

DATE COMMISSION EXPIRES: 10/2/09

COUNTY WHERE BOND IS FILED: San Bernardino

STATE WHERE BOND IS FILED: California

COMMISSION NUMBER: 1610002

PLACE OF EXECUTION: Colton, CA

DATE: 2/1/06

SIGNATURE: Alybia Coleman

PRINT NAME: Alybia Coleman



TITLE CONCEPTS PLUS!!!

145 S. GLENOAKS, BLVD., #466
BURBANK, CA 91502
(818) 771-7676 (message center)

IMPORTANT NOTICE!

This company has no affiliation with any federal, state or local entity.

Visit us on the web www.titleconcepts.com
E-mail us your questions: titleconcepts@cs.com

Dear Homeowner:

Congratulations on the purchase of your new home. It's the largest investment most of us will ever make.

For your records, we have sent a copy of your recently recorded Grant Deed. You might need it to have utilities put in your name, for example, and it can take 6 to 8 weeks to receive the original from the County Recorder's office. In any case, it is an extra copy for any future needs.

We also want to bring something very important to your attention.

All of us want to obtain the maximum protection for our investment and for our families against unforeseen circumstances. One thing that is a must to help obtain that protection is to record a Declaration of Homestead on our homes.

A properly recorded Homestead will help to shield a certain amount of the equity you have in your home for satisfaction of several types of debts, such as unpaid medical bills, suits by creditors for delinquent charge accounts, or the results of a court case due to an accident. All of these things are unforeseen but can happen to any of us at any time.

If a creditor obtains a judgment against you as a result of any of these things, the judgment can attach any or all real property you own. But if your record your Declaration of Homestead before the judgment is made of Public Record, your equity "up to the statutory amount" on your principal residence will be protected.

Once recorded, a Homestead remains effective until you sell your home or abandon the Homestead (by recording an Abandonment). You must be living in the home at the time you record your Homestead, but even if you later move out of the home, as long as you continue to own it, the Homestead will continue to protect you.

Any homeowner may record Homestead, whether married, legally separated or single, as long as you do not already have a home covered by a Homestead. You are only entitled to have one home at a time protected.

ARE ALL TYPES OF HOMES COVERED?

Yes—Houses, condominiums, duplexes, planned unit development, even community apartments, as long as you are the owner and you are living on the property at the time you record your Declaration of Homestead. Rental property or a second home will not qualify.

An important fact: A Homestead will be of no help to you if you fail to make your house payments. A Homestead protects you from involuntary liens. Any time you agree to put your property up as a security against a debt such as a trust deed, mortgage, mechanics liens, and the like, this is a voluntary lien, and a Homestead will not protect. You also will not be protected from taxes, alimony or child support.

HOW MUCH EQUITY WILL BE PROTECTED?

Married Couple -----	\$75,000.00	Mentally or Physically Disabled -----	\$125,000.00
Single Person (with dependents) -----	\$75,000.00	Single Person (no dependents) -----	\$50,000.00
Over 65 Years of age (married or not) -----	\$125,000.00		

WHAT IS EQUITY?

Suppose your home has a fair market value of \$230,000 and you have a 1st mortgage or trust deed of \$100,000 and a second mortgage or trust deed of \$50,000. As a total you owe is \$150,000. That leaves \$80,000 of equity. If you are a married couple and you file a joint Homestead, that will mean that \$75,000 of your \$80,000 equity will be protected by law from a creditor's judgment. At T.C.P. we feel that a declaration of homestead is so important that we are now going to include it for free with our (new homeowner real estate Document package) this package contains the most commonly needed real estate documents by homeowners, these documents can save you costly legal fees and are easy to follow step by step. Your document package will include a blank ready to use Grant Deed, and Quitclaim Deed. You may want to add a spouse or a child (over the age of 18) on to title with you, or you may want to remove a person from title. With these Ready to use documents its fast and easy. We will also gather all needed Information and prepare your declaration of homestead, ready for your signature and forward it to you with notary instructions.

The total fee for our new homeowners real estate document package is \$50.00 and remember you also get your declaration of homestead fully prepared and ready for your signature. You should receive your real estate document package and your declaration of homestead in about 25 working days. If you do not please write to our office at the above address. Once you receive your homestead you will need to pay a small fee to have your document notarized. Notary fees can vary so shop around for the best price. After your document is signed it will be mailed to the county recorders office and they will charge a recording fee. This fee can range from \$6 to \$10 depending on the county. You can gather all the needed information and prepare a homestead all on your own or if you would like us to assist you with it and send you our new homeowner real estate document package. Please complete the enclosed order form and return it with a check or money order in the amount of \$50.00. A return envelope has been provided for your convenience.

This information letter is not intended to be a full disclosure of the Homestead Laws. For additional information on the scope of protection provided by the Homestead laws, you should consult an attorney. You as a homeowner have the right to record a Declaration of Homestead for your protection. But is it not required by law.

Title Concepts Plus is a private business and this company has no affiliation with any federal, state or local entity. We cannot render legal advice of any kind. Recording a Declaration of Homestead will not stop the forced sale of your home by a creditor, but can help to guarantee that the statutory equity amount will be protected. It is argued that homeowners get this same protection automatically under California state law. This is an important matter whether or not you have us help assist with it, please make sure it is done. Your home is too big an investment to risk.



TITLE CONCEPTS PLUS!!!

145 S. GLENOAKS, BLVD., #466
BURBANK, CA 91502
(818) 771-7676 (message center)

REFERENCE FILE NUMBER

06-SC-89-317

Please write above number on check

IMPORTANT NOTICE

This company has no affiliation with any federal, state or local entity. Visit us on the web: www.titleconcepts.com
E-mail us with your questions: titleconcepts@cs.com

DECLARATION OF HOMESTEAD REQUEST FORM:

Please fill in this form completely.

Return this form and a check or money order for \$50.00 made payable to TITLE CONCEPTS PLUS in the return envelope provided for your convenience. Your **DECLARATION OF HOMESTEAD** will be sent to you within 25 working days. Please type or print.

Property Address _____

Mailing Address _____

Property is located in the county of _____ Zip Code _____

Homeowner's Name Last _____ First _____ Middle _____

Spouse's Name Last _____ First _____ Middle _____

Are you or your spouse 65 or older? Yes No

Are you or spouse mentally or physically disabled? Yes No

Type of property: House Condominium Apartment Other _____

Please indicate how you wish to file (please check one).

- Husband and wife as joint owners.
- Separate property of husband.
- Separate property of wife.
- Unmarried, with dependents Yes No dependents

Your (homeowner real estate document package) and your Declaration of Homestead will be sent to you in about 25 working days. Your package will include your blank ready to use Grant Deed, and Quitclaim Deed, and your fully prepared Declaration of Homestead.

If more than one person "other than husband and wife as joint owners" is filing to homestead the same property, an additional \$20.00 is due for each separate owner. You may file to Homestead your interest in said property without your co-owners. Title Concepts Plus will prepare your declaration based on the information supplied by you. For faster service return this form and the enclosed copy of Grant Deed.

YOU HAVE A LEGAL RIGHT TO PROTECT THE EQUITY IN YOUR HOME.

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 31 Assessment No.: 179291011-5

Assessee: FRONTELA, JORGE & ARSENIO

Situs: 5265 ODELL ST RIVERSIDE 92509

Date Sold: April 29, 2014

Date Deed to Purchaser Recorded: June 20, 2014

Final Date to Submit Claim: June 22, 2015

RECEIVED

2015 MAY -1 AM 10: 31

RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

JP

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 10,104.64 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. 2006-0092308; recorded on _____. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

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 20 day of April, 2015 at Los Angeles, California
County, State

Frontela
Signature of Claimant

[Signature]
Signature of Claimant

Arsenio Frontela
Print Name

Jorge Frontela
Print Name

7040 Fontana St.
Street Address

10116 Walnut ave.
Street Address

Downey CA. 90241
City, State, Zip

South Gate CA 90280
City, State, Zip

562-500-1304
Phone Number

562-500-9031
Phone Number

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:
UNITED TITLE COMPANY-COLTON

DOC # 2006-0093308 ✓
✓02/07/2006 08:00A Fee:36.00
Page 1 of 4 Doc T Tax Paid
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



AND WHEN RECORDED MAIL TO:
JORGE FRONTELA
ARSENIO FRONTELA
10116 WALNUT AVENUE ✓
SOUTH GATE CA 90280 ✓

ORDER#50518065-63
ESCROW NO. 6005499-PP

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A	R	L			COPY	LONG	REFUND	NCHG	EXAM

THIS SPACE FOR RECORDER'S USE ONLY

36

APN#179-291-011-5 ✓
TRA#099-094

Documentary Transfer Tax \$110.00

GRANT DEED ✓



THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

RECORDING REQUESTED BY:
United Title Company-Inland Empire Div.

AND WHEN RECORDED MAIL TO:
Jorge Frontela
Arsenio Frontela
10116 Walnut Avenue ✓
South Gate, CA 90280 ✓

Title Order No. 50518065 -183
Escrow No. 6005499-PP

Space above this line for Recorder's use

A.P.N. 179-291-011-5 ✓

TR 099-094

GRANT DEED ✓✓

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
City Transfer Tax is \$0.00
County Transfer Tax is \$110.00

- (X) Computed on the full consideration or value of property conveyed
- OR
- () Computed on the full consideration or value less liens or encumbrances remaining at time of sale
- (X) City of Riverside, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Bruce Passmore, A Single Man hereby GRANT(S) to Jorge Frontela, a ~~single~~ ^{married} man, and Arsenio Frontela, A ~~single~~ ^{married} Man, as joint tenants ✓✓ the real property in the ~~City~~ ^{Area} of Riverside, County of Riverside, State of California, described as:

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

COMMONLY KNOWN AS: 5265 Odell, Riverside, CA 92509 ✓✓

Dated: January 4, 2008

Street

Bruce Passmore
Bruce Passmore

STATE OF CALIFORNIA)
COUNTY OF Riverside)ss

On 1/08/06 before me

T. L. HERRERA, NOTARY PUBLIC
Personally appeared BRUCE PASSMORE

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Notary Signature

T. L. Herrera

MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT "A"

LOT 134 OF RUBIDOUX VISTA TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13 PAGE 27 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Public Record

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(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: T.L. Herrera

DATE COMMISSION EXPIRES: 10/2/09

COUNTY WHERE BOND IS FILED: San Bernardino

STATE WHERE BOND IS FILED: California

COMMISSION NUMBER: 1610002

PLACE OF EXECUTION: Colton, CA

DATE: 2/1/09

SIGNATURE: Alycia Coleman

PRINT NAME: Alycia Coleman



TITLE CONCEPTS PLUS!!!

145 S. GLENOAKS, BLVD., #466
BURBANK, CA 91502
(818) 771-7676 (message center)

IMPORTANT NOTICE!

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Visit us on the web www.titleconcepts.com
E-mail us your questions: titleconcepts@cs.com

Dear Homeowner:

Congratulations on the purchase of your new home. It's the largest investment most of us will ever make.

For your records, we have sent a copy of your recently recorded Grant Deed. You might need it to have utilities put in your name, for example, and it can take 6 to 8 weeks to receive the original from the County Recorder's office. In any case, it is an extra copy for any future needs.

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The total fee for our new homeowners real estate document package is \$50.00 and remember you also get your declaration of homestead fully prepared and ready for your signature. You should receive your real estate document package and your declaration of homestead in about 25 working days. If you do not please write to our office at the above address. Once you receive your homestead you will need to pay a small fee to have your document notarized. Notary fees can vary so shop around for the best price. After your document is signed it will be mailed to the county recorders office and they will charge a recording fee. This fee can range from \$6 to \$10 depending on the county. You can gather all the needed information and prepare a homestead all on your own or if you would like us to assist you with it and send you our new homeowner real estate document package. Please complete the enclosed order form and return it with a check or money order in the amount of \$50.00. A return envelope has been provided for your convenience.

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TITLE CONCEPTS PLUS!!!

145 S. GLENOAKS, BLVD., #466
BURBANK, CA 91502
(818) 771-7676 (message center)

REFERENCE FILE NUMBER

06-SC-89-317

Please write above number on check

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E-mail us with your questions: titleconcepts@cs.com

DECLARATION OF HOMESTEAD REQUEST FORM:

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Return this form and a check or money order for \$50.00 made payable to TITLE CONCEPTS PLUS in the return envelope provided for your convenience. Your **DECLARATION OF HOMESTEAD** will be sent to you within 25 working days. Please type or print.

Property Address _____

Mailing Address _____

Property is located in the county of _____ Zip Code _____

Homeowner's Name Last _____ First _____ Middle _____

Spouse's Name Last _____ First _____ Middle _____

Are you or your spouse 65 or older? Yes No

Are you or spouse mentally or physically disabled? Yes No

Type of property: House Condominium Apartment Other _____

_____ Please indicate how you wish to file (please check one).

Husband and wife as joint owners.

Separate property of husband.

Separate property of wife.

Unmarried, with dependents Yes No dependents

Your (homeowner real estate document package) and your Declaration of Homestead will be sent to you in about 25 working days. Your package will include your blank ready to use Grant Deed, and Quitclaim Deed, and your fully prepared Declaration of Homestead.

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