

FORM APPROVED COUNTY COUNSEL 1/21/16
 BY: GREGORY P. PRAMOS DATE

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

128A



FROM: Don Kent, Treasurer-Tax Collector

SUBMITTAL DATE:
JAN 21 2016

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 194, Item 115. Last assessed to: Charles R. Bolton, Trustee of Charles R. Bolton Separate Property Trust dated August 22, 2000. District 4 [\$0].

RECOMMENDED MOTION: That the Board of Supervisors:

- Deny the claim from the City of Desert Hot Springs, Code Enforcement Department for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 641082021-8; (continued on page two)

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the February 4, 2013 public auction sale. The deed conveying title to the purchasers at the auction was recorded April 1, 2013. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on April 24, 2013, 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	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS:	Budget Adjustment: N/A
	For Fiscal Year: 15/16

C.E.O. RECOMMENDATION: APPROVE

BY: 
 Samuel Wong

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

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

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

FORM 11: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 194, Item 115. Last assessed to: Charles R. Bolton, Trustee of Charles R. Bolton Separate Property Trust dated August 22, 2000. District 4 [\$0].

DATE: JAN 21 2016

PAGE: Page 2 of 3

RECOMMENDED MOTION:

2. Deny the claim from Joseph J. Pajonk;
3. Deny the claim from Asset Finders of America, LLC, agent for Ramiro Garcia;
4. Deny the claim from Asset Finders of America, LLC, agent for Rosemary Garcia;
5. Deny the claim from Found Extra Money, LLC, assignee for Ramiro Garcia and Rosemary Garcia;
6. Deny the claims, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.
7. Authorize and direct the Treasurer-Tax Collector to transfer the unclaimed excess proceeds in the amount of \$226.39 to the county general fund pursuant to Revenue and Taxation Code Section 4674.

BACKGROUND:

Summary (continued)

Revenue and Taxation Code 4676 (b) states that the county shall make reasonable effort to obtain the name and last known mailing address of the parties of interest. Then, if the address of the party of interest cannot be obtained, the county shall publish notice of the right to claim excess proceeds in a newspaper of general circulation in the county as per Revenue and Taxation Code 4676 (c). The Treasurer-Tax Collector's Office has made it a policy to take the following actions to locate the rightful party of the excess proceeds.

- Examined title reports to notify all parties of interest attached to the parcel.
- Researched all last assessee's through the County's Property Tax System for any parties of interest.
- Used Accurint (people finder) to notify any new addresses that may be listed for our parties of interest.
- Advertised in newspapers for three consecutive weeks in the Desert Sun, Palo Verde Valley Times and the Press Enterprise referring any parties of interest to file a claim for the excess proceeds.
- Sent out a certified mailing within 90 days as required by Revenue and Taxation Code 4675.

According to Revenue and Taxation Code 4675 (a) Any party of interest in the property may file with the county a claim for the excess proceeds, in proportion to his or her interest held with others of equal priority in the property at the time of the sale, at any time prior to the expiration of the one year following the recordation of the Tax Collector's deed to the Purchaser, which was recorded on April 1, 2013.

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

1. Claim from the City of Desert Hot Springs, Code Enforcement Department based on Resolution No. 2011-041: Delinquent Nuisance Abatement Costs on the County Tax Rolls, Fiscal Year 2011-12 recorded October 4, 2011 as Instrument No. 2011-0439280 and Resolution No. 2012-031: Delinquent Nuisance Abatement Costs on the County Tax Rolls, Fiscal Year 2012-13 recorded November 9, 2012 as Instrument No. 2012-0542166.
2. Claim from Joseph J. Pajonk based on an Abstract of Judgment recorded August 14, 2012 as Instrument No. 2012-0386187.
3. Claim from Asset Finders of America, LLC, agent for Ramiro Garcia based on an Authorization for Agent to Collect Excess Proceeds dated June 17, 2013 and a Long Form Security (Installment) Land Contract recorded January 30, 1998 as Instrument No. 033710.
4. Claim from Asset Finders of America, LLC, agent for Rosemary Garcia based on an Authorization for Agent to Collect Excess Proceeds dated June 17, 2013 and a Long Form Security (Installment) Land Contract recorded January 30, 1998 as Instrument No. 033710.
5. Claim from Found Extra Money, LLC, assignee for Ramiro Garcia and Rosemary Garcia based on an Assignment of Right to Collect Excess Proceeds dated March 21, 2014 and a Long Form Security (Installment) Land Contract recorded January 30, 1998 as Instrument No. 033710.

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

FORM 11: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 194, Item 115. Last assessed to: Charles R. Bolton, Trustee of Charles R. Bolton Separate Property Trust dated August 22, 2000. District 4 [\$0].

DATE: JAN 21 2016

PAGE: Page 3 of 3

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that the City of Desert Hot Springs, Code Enforcement Department be denied since the liens were paid in full as a result of the tax sale. The claim from Joseph J. Pajonk be denied since the judgment was not filed against our last assessee. The claims from Asset Finders of America, LLC, agent for Ramiro Garcia, Asset Finders of America, LLC agent for Rosemary Garcia and Found Extra Money, LLC, assignee for Ramiro Garcia and Rosemary Garcia be denied since they are not a party of interest at the time of the tax sale. Since there are no other claimants the unclaimed excess proceeds in the amount of \$226.39 will be transferred to the county general fund. 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

The excess proceeds are being transferred to the county general fund.

ATTACHMENTS (if needed, in this order):

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

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 194 Item 115 Assessment No.: 641082021-8

Assessee: GARCIA, RAMIRO VDE & ROSSE MARY VDE & BOLTON, CHARLES R TR

Situs: 12635 PALM DR, DESERT HOT SPRINGS CA 92240

Date Sold: February 4, 2013

Date Deed to Purchaser Recorded: April 1, 2013

Final Date to Submit Claim: April 1, 2014

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 4,037.00 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. 2011-04391280; recorded on 10-4-11. A copy of this document is attached here to. 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.

* Document # 2012-0542106 rec'd 11-9-12-

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 6th day of May, 2013 at Riverside County, CA
County, State

Julie McCombs
Signature of Claimant

Signature of Claimant

Julie McCombs
Print Name

Print Name

City of Desert Hot Springs
Code Enforcement Dept
Street Address

Street Address

65450 Pierson Blvd
Desert Hot Springs, CA 92240
City, State, Zip

City, State, Zip

(760) 329-6411 ext 271
Phone Number

Phone Number

DOC # 2011-0439280

10/04/2011 05:00P Fee:NC

Page 1 of 11

Recorded in Official Records
County of Riverside

Larry M. Ward
Assessor, County Clerk & Recorder

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

City of Desert Hot Springs
Attn: Code Enforcement Manager

AND WHEN RECORDED MAIL TO:

City of Desert Hot Springs
Attn: Code Enforcement Manager
(760) 329-6411 ext. 266
65-950 Pierson Blvd.
Desert Hot Springs, CA 92240



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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Resolution No. 2011-041: Delinquent Nuisance Abatement Costs on the County Tax Rolls, Fiscal Year 2011-12

Title of Document

C
517

TRA: _____

DTT: _____

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3:00 Additional Recording Fee Applies)



City of Desert Hot Springs

65-950 Pierson Blvd. • Desert Hot Springs • CA • 92240

(760) 329-6411

www.cityofdhs.org

CERTIFICATION

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE) ss.

CITY OF DESERT HOT SPRINGS)

I, JERRYL SORIANO, Deputy City Clerk of the City of Desert Hot Springs, California, do hereby certify and attest the foregoing to be a true and correct copy of the original *Resolution No. 2011-041* of the City Council of the City of Desert Hot Springs, adopted on the 5th day of July, 2011, on file in the City Clerks office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Desert Hot Springs, this 4th day of October, 2011.

Jerryl Soriano
Deputy City Clerk

(SEAL)



2011-0439280
10/04/2011 05:00P
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RESOLUTION NO. 2011- 041

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESERT HOT SPRINGS, STATE OF CALIFORNIA, ORDERING CONFIRMATION OF THE SPECIAL ASSESSMENTS AGAINST PARCELS OF LAND WITHIN THE CITY OF DESERT HOT SPRINGS FOR COSTS OF DELINQUENT NUISANCE ABATEMENT FOR THE FISCAL YEAR 2011-2012

THE CITY COUNCIL OF THE CITY OF DESERT HOT SPRINGS DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Chapter 83.13 of the City of Desert Hot Springs Municipal Code provides for the Public Nuisance Abatement costs.

Section 2. Abatement of unlawful acts and public nuisances has been cited for each of the parcels as described in the attached list of parcels (Exhibit "A"), at a cost equal to the costs of abatement including incidental expenses for each parcel.

Section 3. A hearing was held on July 5, 2011, duly noticed in accordance with the requirements of Chapter 83.13 of the City of Desert Hot Springs Municipal Code, concerning the public nuisance abatement costs of these parcels at which time the Council heard all objections of property owners liable to be assessed for the costs of abatement.

Section 4. The list of parcels and costs of public Nuisance Abatement for each parcel is hereby reconfirmed and said costs shall constitute special assessments against the respective parcels of land, and are a lien of said land in the amount of the respective assessments.

Section 5. A copy of this resolution shall be transmitted to the Treasurer-Tax Collector who shall enter the amounts of the respective assessments against the respective parcels of land as they appear in the current assessment roll, and shall collect said assessments at the same time in the same manner as ordinary municipal ad valorem taxes as provided in Section 39677 of the Government Code.

Section 6. The costs against any parcel of land listed in Exhibit "A" assessed by this resolution and the lien created thereby shall be deemed discharged and released upon the payment for said parcel of the property taxes for the tax year above-noted.

[SIGNATURES FOLLOW ON THE NEXT PAGE]



2011-0439200
10/04/2011 05:06P
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Resolution No. 2011- 041
Date Adopted: July 5, 2011
Page 1 of 3

PASSED AND ADOPTED by the City Council of the Desert Hot Springs at a regular meeting held on this fifth day of July, 2011 by the following vote:

AYES: 3 - Baker; Pys; Matsis.

NAYS: 0

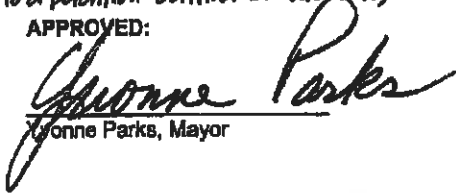
ABSENT: 0

REFUSED: 2 - Batts; and Mayor Parks. (due to a potential conflict of interest.)

ATTEST:

APPROVED:


Jeryl Soriano, Deputy City Clerk


Yvonne Parks, Mayor

APPROVED AS TO FORM:


Ruben Duran, City Attorney



2011-0439280
10/04/2011 05:00P
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Resolution No. 2011- 041
Date Adopted: July 5, 2011
Page 2 of 3

CERTIFICATE OF CLERK

I, Jeryl Soriano, Deputy City Clerk of the City of Desert Hot Springs, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the City Council of the City of Desert Hot Springs duly and regularly held at the regular meeting place thereof on July 5, 2011, of which meeting all of the members of said City Council had due notice, and at said meeting said resolution was adopted by the following vote:

AYES: 3 – Baker; Pye; and Matas.

NOES: 0

RECUSED: 2 – Betts; and Mayor Parks (due to a potential conflict of interest)

ABSENT: 0

I do hereby further certify that an agenda of said meeting was posted at least 72 hours before said meeting at 65950 Pierson Boulevard, Desert Hot Springs, CA 92240, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda.

I do hereby further certify that I have carefully compared the foregoing copy with the original minutes of said meeting on file and of record in my office; that said copy is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified, rescinded or revoked in any manner since the date of its adoption, and the same is now in full force and effect.

Dated: July 5, 2011



Deputy City Clerk of the City of Desert Hot Springs

[SEAL]



2011-0439290
10/04/2011 05:00P
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Resolution No. 2011- 041
Date Adopted: July 5, 2011
Page 3 of 3

Resolution No. 2011- 041

Exhibit "A" Public Nuisance Abatement Costs for Fiscal Year 2011-2012

Parcel Number	Owner of Record	Amount
638-112-024	GUSTER, KENNETH	\$ 840.24
638-183-005	SHATZ, ARNE P	\$ 840.24
638-193-019	BAC HOME LOAN SVC / HSI, ROBERT	\$ 1,540.24
638-280-038	BAC HOME LOAN SVCS / VILLAGOMEZ, ADOLFO E	\$ 29,880.24
638-292-011	BAC HOME LOAN SVC / WARD, JOHN P	\$ 1,540.24
638-302-016	TYSEN, FRANK J	\$ 1,140.24
638-303-003	WHEELER, DUANE	\$ 640.24
638-321-005	PERRY, FRANKLYN	\$ 940.24
638-321-022	MISTAYA LLC	\$ 840.24
638-022-025	TURCHAN, RONALD	\$ 2,140.24
638-032-028	FELIX, TERESA	\$ 2,600.24
638-042-003	ARAGON, PEDRO	\$ 640.24
638-051-006	BAC HOME LOAN SVC / THOMAS, TECOLA MONIQUE	\$ 35,900.24
638-062-010	BAC HOME LOANS SERVICING	\$ 840.24
638-071-007	THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT	\$ 1,540.24
638-102-013	CLARK, DENNIS	\$ 740.24
638-102-014	JUHLIN, JEFFREY L	\$ 740.24
638-102-017	BAC HOME LOAN SVC / SPENCE, RICARDO	\$ 5,400.24
638-183-006	BAC HOME LOAN SVC / HOWARD, WILLIAM R	\$ 12,600.24
638-181-004	FEDERAL NATIONAL MORTGAGE ASSOC	\$ 1,540.24
638-181-012	PANKRATZ, JUNE	\$ 1,340.24
638-182-014	RUSH, EDWARD J	\$ 2,920.24
638-182-025	FLETCHER, RUSSELL H	\$ 1,220.24
638-182-026	CRUZ, VINGENTE PEÑA	\$ 740.24
638-191-011	TOVILLA, MARIO	\$ 4,750.24
638-191-018	CHAN, SABRINA	\$ 1,820.24
638-191-022	ARNAIZ, JENNIFER	\$ 3,540.24
638-191-025	LEDEZMA, THALIA	\$ 840.24
638-192-019	PETERS, ORLANDO JOSEPH	\$ 3,700.24
638-192-031	BAC HOME LOAN SVCS / BONILLA, LUIS	\$ 13,500.24
638-201-003	LEONPACHER, JAMES Q	\$ 3,500.24
638-201-033	TAYLOR, DAVID	\$ 3,100.24
638-212-017	BAC HOME LOANS SERVICING LP	\$ 1,540.24
638-212-042	PATEL, SAMIR	\$ 2,120.24
638-221-001	CHASE HOME LOAN / RODRIGUEZ, ROBERT E	\$ 76,880.24
638-221-051	LOPEZ, MANUEL RIGOBERTO	\$ 1,040.24
638-222-030	CURTIS, JEFFREY L	\$ 840.24
638-222-042	GONZALEZ, EDGAR	\$ 640.24
638-231-043	PINNINGTON, DAVID JAMES	\$ 1,540.24
638-231-044	BAC HOME LOAN SERVICING LP	\$ 28,200.24
638-231-047	FEDERAL NATIONAL MORTGAGE ASSOC	\$ 1,540.24
638-232-019	ALSING, DELORES	\$ 1,220.24
638-232-034	GERSTEN, RANDAL B	\$ 740.24
638-241-028	CHAVEZ PROPERTY MANAGEMENT INC	\$ 5,920.24
638-241-034	BECERRA, JOSE LUIS	\$ 4,880.24
638-241-043	DETIEGE, ROGER	\$ 640.24
638-242-001	WILHELM, THOMAS	\$ 1,140.24
638-251-005	MORTON, PATRICK D	\$ 3,780.24
638-251-013	WILHELM, THOMAS F	\$ 1,820.24



Resolution No. 2011- 041
 Exhibit "A" Public Nuisance Abatement Costs for Fiscal Year 2011-2012

Parcel Number	Owner of Record	Amount
639-262-013	GUNE, RAMESH R	\$ 640.24
639-271-018	ARIZA, JOSE HUGO	\$ 740.24
639-274-001	WRIGHT, NORMAN G	\$ 8,700.24
639-283-005	CALIFORNIA PREMIER SERVICES INC	\$ 1,820.24
639-292-010	CHAVEZ PROPERTY MANAGEMENT INC	\$ 1,540.24
639-312-006	ABRAMSON, IRWIN W	\$ 1,540.24
639-312-011	JA CRESCENT INV	\$ 840.24
641-021-029	COOPER, J ELAINE	\$ 640.24
641-021-035	KINCAID, RICK	\$ 8,000.24
641-022-006	SUSSEX, GWENDOLYN F	\$ 640.24
641-032-004	AZIZI, JILLA AND BAHRAM	\$ 940.24
641-041-028	OSBORN, TOM	\$ 640.24
641-041-041	VELASQUEZ, RAFAEL	\$ 640.24
641-041-043	RAHMANI, FATEMA NAZI	\$ 1,500.24
641-042-029	BARAJAS, ANTONIO	\$ 3,900.24
641-042-030	GROTH, BARBARA P	\$ 1,620.24
641-042-032	HEPLER, PAULDEN L	\$ 8,900.24
641-042-036	FELIX, TERESA	\$ 940.24
641-042-037	NAYOTI, ROSSY	\$ 1,720.24
641-051-034	STEELE, PHILLIP	\$ 2,020.24
641-052-015	RUIZ, ROBBIN	\$ 1,140.24
641-052-020	SPENCE, THOMAS L	\$ 1,240.24
641-072-007	GONZALEZ, JOSE A	\$ 1,640.24
641-074-001	HERNANDEZ, IRENE	\$ 940.24
641-074-013	STUART, JOLLIE	\$ 640.24
641-081-003	MCELHOSE, ROBERT W	\$ 2,300.24
641-081-007	JARVIS, RAY P / VICKI SUE	\$ 3,240.48
641-081-054	MCELHOSE, ROBERT W	\$ 2,540.48
641-082-004	DIAZ, SOCORRO	\$ 740.24
641-082-018	CHACON, FRANCISCIA G	\$ 640.24
641-082-021	GARCIA, RAMIRO NELSON / BOLTON, CHARLES R	\$ 3,480.48
641-082-028	STROM, MICHAEL K	\$ 840.24
641-082-006	GONZALEZ, TOMAS	\$ 714.24
641-082-026	LOPEZ, CONSTANTINO NERIA / SERGIO	\$ 8,440.48
641-082-029	DUNE PARTNERS LP	\$ 1,820.24
641-082-040	CATHEY JR, WALTER	\$ 840.24
641-142-010	CHO, HYUN WOOK	\$ 640.24
641-153-007	ARRIOLA, JOSEPH	\$ 740.24
641-153-008	ODELL, CHANTELL	\$ 1,520.24
641-184-009	HANLEY, LEON	\$ 740.24
641-162-018	HODGE, DWAYNE A	\$ 1,040.24
641-181-015	STRICKER, MURIEL URSULA	\$ 2,120.24
641-181-016	GOMEZ, MARTHA	\$ 840.24
641-183-011	DUNE PARTNERS LP	\$ 8,780.24
641-192-008	DIA C J INVESTMENTS LLC	\$ 640.24
641-192-018	MURRAY, ROBERT W	\$ 1,040.24
641-193-007	RIVAS, RICHARD M	\$ 740.24
641-183-015	MORONGO V I K LTD PARTNERSHIP	\$ 1,640.24
641-194-005	TRAN, KHANH	\$ 740.24



Resolution No. 2011- 041
 Exhibit "A" Public Nuisance Abatement Costs for Fiscal Year 2011-2012

Parcel Number	Owner of Record	Amount
641-184-017	GAZCON, HERNESTO	\$ 1,040.24
641-204-001	VALADEZ, MARIE	\$ 1,220.24
641-213-005	RANCHO HOUSING ALLIANCE INC	\$ 5,700.24
641-214-001	MILLER, CAROL S V	\$ 920.24
641-214-022	CK PAL PROP	\$ 640.24
641-232-007	GIPSON, DAVID L	\$ 3,700.24
641-232-009	FEDERAL HOME LOAN MORTGAGE CORPORATION	\$ 12,100.24
641-234-013	BAC HOME LOAN SVC / GUTIERREZ, PEDRO F	\$ 11,702.24
641-241-021	BOWSHIER, HAROLD	\$ 2,300.24
641-253-024	ELDERT, JOSEPH	\$ 740.24
641-263-035	BANK OF NEW YORK / BAC HOME LOAN SVC	\$ 26,140.24
641-271-004	KIM, TONY	\$ 640.24
641-271-015	SANG AND SANG ASSOC	\$ 940.24
641-292-002	TORRES, JOSE LUIS	\$ 940.24
641-292-004	FELIX, JUAN M	\$ 640.24
641-292-016	GUZMAN, BENJAMIN	\$ 640.24
641-292-024	THE BANK OF NEW YORK MELLON	\$ 640.24
641-301-016	SOSA, JULIA M; LUIS S. SOSA	\$ 640.24
641-311-030	MEGA INTERNATIONAL ENTERPRISES	\$ 1,040.24
641-321-006	BALLESTEROS, MARIA C	\$ 640.24
641-321-007	PATEL, CHRISTINA	\$ 740.24
641-321-008	ROCHA, MARY A	\$ 940.24
641-321-011	VARGAS, FERMIN	\$ 1,220.24
641-321-016	VASQUEZ, JENNIFER A	\$ 1,153.58
641-321-017	TRINDAD, ISABEL	\$ 640.24
641-322-011	MARTINES, GUILLERMO F	\$ 578.24
642-032-021	DELEON, RICARDO M	\$ 640.24
642-105-005	PEREZ, JOSE DE JESUS	\$ 640.24
642-124-007	TINCAU, ILENEA	\$ 640.24
642-206-001	BAC HOME LOAN SVC / KIMBLE, GRIFFITH E	\$ 1,540.24
642-207-086	J M EDWARDS ENTERPRISES INC	\$ 640.24
642-207-088	BANK OF AMERICA FINANCIAL	\$ 6,540.24
642-207-009	OCWEN LOAN SVC / AIKEN, WILLIAM J	\$ 54,480.24
642-207-010	DEUTSCHE BANK TRUST CO AMERICAS	\$ 1,540.24
642-212-025	DOMINGO, CHRISTINA C	\$ 1,440.24
642-213-013	DAY, RENEE	\$ 1,020.24
642-224-004	MADRIGAL, DANIELLE	\$ 3,380.24
642-227-007	XU, TONG H; HUI, SIU YAN	\$ 1,040.24
642-241-008	PONDJA PROP PARTNERS	\$ 3,280.24
642-241-010	NEDELTCHEV, NAYDEN	\$ 640.24
644-020-016	NAISH, NORMA MARIE	\$ 640.24
644-030-016	AURORA LOAN SVCS / WILLIAMS, MAX C	\$ 5,800.24
644-041-008	WELLS FARGO HOME MORTGAGE / CASHEL, STELLA M	\$ 24,200.24
644-081-004	MCCULLOUGH, GLENN	\$ 640.24
644-141-025	JONES, KEVIN L	\$ 1,520.24
644-154-015	LEE, GAHIMER	\$ 2,420.24
644-221-001	BAC HOME LOAN SVCING / HITZELBERGER, JAMES A	\$ 12,900.24
644-222-019	HOLLAND, TIMOTHY	\$ 940.24
644-250-012	HARDY, JEANNE	\$ 4,300.24
644-251-010	BAC HOME LOAN SVC / BURNELL, DIANE	\$ 1,540.24
644-252-016	FEDERAL NATIONAL MORTGAGE ASSOC	\$ 5,220.24
644-254-009	BAC HOME LOAN SVC / BAILEY, FREDERICK C	\$ 1,540.24



Resolution No. 2011- 041

Exhibit "A" Public Nuisance Abatement Costs for Fiscal Year 2011-2012

Parcel Number	Owner of Record	Amount
644-282-010	BUELNA JR, GILBERT HENRY	\$ 740.24
644-282-023	HOMEQ SERVICING / ETELBERTO SANDOVAL	\$ 40,100.24
644-282-025	BAC HOME LOAN SVC / CLIBURN, CINDY MACHEL	\$ 4,040.24
656-020-024	WALGREENS	\$ 1,040.24
656-440-017	SALVAY, SCARLETT CHERYL	\$ 1,480.48
666-450-018	ABERCROMBIE, STEVEN L	\$ 2,600.24
661-350-049	CHASE HOME LOAN / SALTARELLI, VINCENT J	\$ 61,820.24
661-380-042	PRUE, FRANK PAUL	\$ 640.24
661-370-006	DORAMA	\$ 3,100.24
661-370-018	DORAMA	\$ 3,480.24
661-370-023	DORAMA	\$ 2,600.24
661-470-015	BAC HOME LOAN SVC / OWENS, YOLANDA	\$ 3,100.24
661-510-031	PALM INV GROUP	\$ 1,220.24
663-313-015	HARO, VICENTE	\$ 640.24
663-344-011	RAVEN INC	\$ 940.24
663-344-015	BOYZO, JUAN CARLOS	\$ 1,040.24
663-344-018	HOMESALES INC CO THE CORPORATION COMPANY	\$ 640.24
663-382-016	CORTEZ, GABRIEL	\$ 640.24
663-384-019	FEDERAL NATIONAL MORTGAGE ASSOC	\$ 5,100.24
663-371-018	LOPEZ, GRISSEL	\$ 840.24
663-373-017	BIRD, JOANNE	\$ 740.24
663-374-001	CISNEROS, REFUGIO	\$ 855.24
663-374-019	VALDEZ, JORGE	\$ 840.24
663-411-029	US BANK NATIONAL ASSOC	\$ 13,000.24
663-430-008	RANCHO BUENA VISTA ESTATES	\$ 940.24
663-430-017	RANCHO BUENA VISTA ESTATES	\$ 2,780.24
664-110-042	HERNANDEZ, MANUEL JOSEPH	\$ 1,040.24
664-172-001	AZBELL, PATRICIA GENE	\$ 3,900.24
664-182-005	JACOBS, DAVID EARL	\$ 1,040.24
664-182-020	RODRIGUEZ, LUIS A	\$ 4,100.24
664-182-027	SANDOVAL, TOMAS F	\$ 840.24
664-182-028	RAGO, JILL K	\$ 840.24
664-182-032	QUINNEY, SARAH	\$ 740.24
664-182-034	QUINNEY, SARAH	\$ 840.24
664-280-009	CHASE HOME LOAN / LYN, TERENCE S	\$ 23,100.24
664-280-024	MIENA, JOSE LUIS	\$ 2,300.24
664-280-035	AURORA LOAN SVC / TRIGG, PEGGY JANE	\$ 43,080.24
665-163-016	EXTREME DEV	\$ 740.24
665-163-019	HU, WENLUNG	\$ 1,440.24
666-280-001	KOLEŠAR, EMIL	\$ 740.24
667-240-012	WELLS FARGO BANK / NGUYEN, TONG	\$ 8,600.24
667-240-031	WELLS FARGO HOME MORTGAGE / BLANCHARD, BARRY R	\$ 1,540.24
192 PARCELS	GRAND TOTAL	\$839,428.62





LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

www.riversideacr.com

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

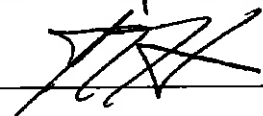
Name of Notary: Andrew N. Hawk

Commission #: 1786520

Place of Execution: Desert Hot Springs City Hall

Date Commission Expires: Jan 20, 2012

Date: Oct 4, 2011

Signature: 

Print Name: Andrew N. Hawk



2011-0439200
10/04/2011 05:06P
10 of 11

DOC # 2012-0542166

11/09/2012 08:34A Fee:NC

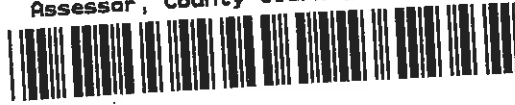
Page 1 of 8

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

City of Desert Hot Springs
Attn: Code Enforcement Manager

AND WHEN RECORDED MAIL TO:

City of Desert Hot Springs
Attn: Code Enforcement Manager
(760) 329-6411 ext. 266
65-950 Pierson Blvd.
Desert Hot Springs, CA 92240

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Resolution No. 2012-031: Delinquent Nuisance Abatement Costs on the County Tax Rolls, Fiscal Year 2012-13

Title of Document

TRA: _____

DTT: _____

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3:00 Additional Recording Fee Applies)

RESOLUTION NO. 2012- 031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESERT HOT SPRINGS, STATE OF CALIFORNIA, ORDERING CONFIRMATION OF THE SPECIAL ASSESSMENTS AGAINST PARCELS OF LAND WITHIN THE CITY OF DESERT HOT SPRINGS FOR COSTS OF DELINQUENT NUISANCE ABATEMENT FOR THE FISCAL YEAR 2012-13

THE CITY COUNCIL OF THE CITY OF DESERT HOT SPRINGS DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Chapter 4.16.130 of the City of Desert Hot Springs Municipal Code provides for the Public Nuisance Abatement costs.

Section 2. Abatement of unlawful acts and public nuisances has been cited for each of the parcels as described in the attached list of parcels (Exhibit "A"), at a cost equal to the costs of abatement including incidental expenses for each parcel.

Section 3. A hearing was held on July 3, 2012, duly noticed in accordance with the requirements of Chapter 4.24.470 of the City of Desert Hot Springs Municipal Code, concerning the public nuisance abatement costs of these parcels at which time the Council heard all objections of property owners liable to be assessed for the costs of abatement.

Section 4. The list of parcels and costs of public Nuisance Abatement for each parcel is hereby reconfirmed and said costs shall constitute special assessments against the respective parcels of land, and are a lien of said land in the amount of the respective assessments.

Section 5. A copy of this Resolution shall be transmitted to the Treasurer-Tax Collector who shall enter the amounts of the respective assessments against the respective parcels of land as they appear in the current assessment roll, and shall collect said assessments at the same time in the same manner as ordinary municipal ad valorem taxes as provided in Section 39577 of the Government Code.

Section 6. The costs against any parcel of land listed in Exhibit "A" assessed by this Resolution and the lien created thereby shall be deemed discharged and released upon the payment for said parcel of the property taxes for the tax year above-noted.

PASSED AND ADOPTED by the City Council of the Desert Hot Springs at a regular meeting held on this 3rd day of July, 2012 by the following vote:

AYES: 3 – Matas; Pye; and Mayor Parks.
NAYS: 0
ABSENT: 0
RECUSED: 2 – Betts; and Sanchez.

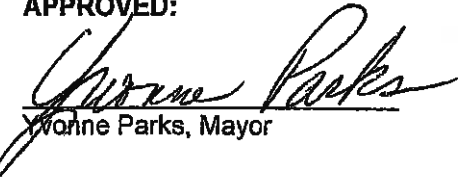
[SIGNATURES FOLLOW ON THE NEXT PAGE]

ATTEST:



Jeryl Soriano, Deputy City Clerk

APPROVED:



Yvonne Parks, Mayor

APPROVED AS TO FORM:



Ruben Duran, City Attorney

CERTIFICATE OF CLERK

I, Jerry Soriano, Deputy City Clerk of the City of Desert Hot Springs, do hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the City Council of the City of Desert Hot Springs duly and regularly held at the regular meeting place thereof on July 3, 2012, of which meeting all of the members of said City Council had due notice, and at said meeting said resolution was adopted by the following vote:

AYES: 3 – Matas; Pye; and Mayor Parks..

NOES: 0

ABSENT: 0

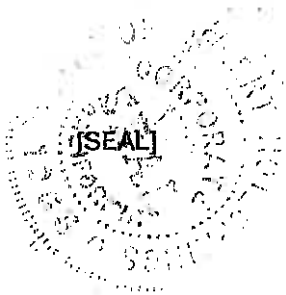
RECUSED: 2 – Betts; and Sanchez.

I do hereby further certify that an agenda of said meeting was posted at least 72 hours before said meeting at 65950 Pierson Boulevard, Desert Hot Springs, CA 92240, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda.

I do hereby further certify that I have carefully compared the foregoing copy with the original minutes of said meeting on file and of record in my office; that said copy is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified, rescinded or revoked in any manner since the date of its adoption, and the same is now in full force and effect.

Dated: July 3, 2012


Deputy City Clerk of the City of Desert Hot Springs



Resolution No. 2012-_____

Exhibit "A" Preliminary Public Nuisance Abatement Costs for Fiscal Year 2012-2013

Parcel Number	Owner of Record	Amount
638-081-024	BAC HOME LOANS SERVICING / RICHARD PAUL TAYLOR	\$ 1,700.12
638-142-019	AURORA BANK FSB / IRAM C GARCIA	\$ 1,700.12
638-151-009	MORIARTY, CATHRINE	\$ 1,100.12
638-152-007	FEDERAL NAT'L MORTG. ASSOC. / REEVES ROBERT E	\$ 3,160.12
638-161-011	SALVAIL, NICOLAS	\$ 1,000.12
638-201-001	BANK OF AMERICA / EDUARDO SANDOVAL	\$ 1,700.12
638-203-017	SHINAS, TOM	\$ 297.00
638-305-002	FEDERAL HOME LOAN MORTGAGE CORPORATION	\$ 900.12
638-314-013	CITIMORTGAGE / CAMILO MARIN	\$ 1,700.12
638-321-024	BAC HOME LOAN SERVICING / MARTIN JAVIER M; MARTIN	\$ 7,900.12
638-321-035	BANK OF NEW YORK MELLON / BANK OF AMERICA /	\$ 900.12
638-321-043	BROWNING, JAMES D	\$ 1,000.12
638-412-012	JOSEPHINE LAUM / BAC HOME LOAN SERVICING	\$ 1,700.12
639-022-027	MOORE, WARREN C	\$ 1,000.12
639-032-001	CORSINI, BRUCE	\$ 1,300.12
639-041-006	DOW, VERONICA E	\$ 1,680.12
639-051-004	SANDOVAL, MANUEL S	\$ 800.12
639-052-026	GLAU, DENIS	\$ 1,100.12
639-053-015	BICKFORD, MICHAEL J	\$ 800.12
639-054-002	DAHMER, DAVID	\$ 980.12
639-054-003	DAHMER, DAVID A	\$ 1,000.12
639-063-015	ORTEGA, LEONILA	\$ 800.12
639-072-013	CAMILA ASHLAND RUSSO LIVING TRUST	\$ 1,000.12
639-102-013	FIRST AMERICAN MORTGAGE, INC DBA CONSTRUCTION	\$ 1,291.12
639-102-014	FIRST AMERICAN MORTGAGE, INC DBA CONSTRUCTION	\$ 1,868.12
639-102-025	CHASE HOME FINANCE / DUANE S RAYFORD	\$ 11,580.12
639-126-004	BAC HOME LOAN SVCS / BANK OF NEW YORK MELLON	\$ 19,660.12
639-126-006	WARD, CRYSTAL MARIE	\$ 800.12
639-132-016	JP MORGAN CHASE BANK / DORA LUZ FELIX	\$ 1,700.12
639-132-018	WELLS FARGO BANK / JAMES H LEWIS	\$ 2,700.12
639-144-011	ROGERS, PAULETTE	\$ 1,700.12
639-171-025	STEVENS JOSHUA W; RUIZ STACI D	\$ 254.00
639-181-051	66154 7TH STREET TRUST	\$ 1,200.12
639-182-006	DAVIDSON, ROBYN L	\$ 1,380.12
639-182-008	AZIZI, BAHRAM	\$ 502.12
639-182-010	LYON, JOAN ELIZABETH; FROBES MARIANI LESLIE J	\$ 900.12
639-182-015	CHO, HYUN JIN	\$ 900.12
639-182-022	JUAREZ, JULIO C	\$ 1,580.12
639-182-027	REDDICK, GARY	\$ 568.12
639-191-005	AYASS INVESTMENTS	\$ 1,480.12
639-191-018	CHAN, SABRINA	\$ 2,700.12
639-192-037	BAC HOME LOAN SERVICING / JOSE LUIS CARDENAS	\$ 1,700.12
639-192-045	WELLS FARGO HOME MORTGAGE / RICHARD F PAYSON	\$ 1,880.12
639-201-029	WILHELM, THOMAS	\$ 900.12
639-201-032	CRISTANCHO, MARIO R	\$ 1,400.12
639-201-034	FIEDOR, JESSE	\$ 1,480.12
639-221-001	RODRIGUEZ, ROBERT	\$ 472.00
639-221-004	ARAGON, PEDRO	\$ 1,000.12
639-221-012	LAMERE, HOWARD C	\$ 1,380.12
639-221-030	BAC HOME LOAN SERVICING / MAURO MIRAMONTES	\$ 6,263.24
639-221-042	BRUYSTENS, JOHANNES	\$ 4,060.12

Resolution No. 2012-_____

Exhibit "A" Preliminary Public Nuisance Abatement Costs for Fiscal Year 2012-2013

Parcel Number	Owner of Record	Amount
639-221-051	BANK OF AMERICA NA / LOPEZ, MANUEL RIGOBERTO	\$ 2,583.12
639-222-024	ESTATE OF PAT HOGAN	\$ 3,580.12
639-222-026	ESTATE OF PAT HOGAN	\$ 2,180.12
639-231-008	NORIEGA, ESTATE OF ANTHONY	\$ 427.12
639-231-021	CITIMORTGAGE	\$ 1,100.12
639-232-019	ALSING, DELORES	\$ 4,480.12
639-232-022	BANK OF AMERICA NA	\$ 1,700.12
639-232-034	GERSTEN, RANDAL B	\$ 1,586.12
639-241-043	OLVERA, LEYNA	\$ 800.12
639-251-008	BRUSH, ROBERT	\$ 1,180.12
639-251-040	DRUMOND, ROBERT	\$ 900.12
639-252-015	LOPEZ, MARCELO ONTIVEROS	\$ 1,700.12
639-273-001	CREATIVE INVESTMENT GROUP INC	\$ 1,678.24
639-274-009	JP MORGAN CHASE BANK / DAVEY, CONNIE	\$ 15,860.12
639-293-029	DEDOLA, JOHN	\$ 432.12
641-022-008	SZILAGYI, JEAN A	\$ 900.12
641-031-029	MUNOZ, ALEJANDRO	\$ 3,203.11
641-032-041	AZICO PROPERTIES LLC	\$ 1,580.12
641-041-028	OSBORN, TOM	\$ 1,200.12
641-041-041	VELASQUEZ, RAFAEL	\$ 3,080.12
641-042-037	NAYOTI, ROSSY	\$ 2,300.12
641-051-019	BEZALEL LLC	\$ 1,000.12
641-052-015	BERLINER, LELAND	\$ 1,300.12
641-052-046	NEDELTCHEV, SNIJINA	\$ 1,980.12
641-064-031	TOTAL MANAGEMENT SERVICES LLC	\$ 2,566.24
641-081-003	MCHELHOSE, ROBERT	\$ 874.00
641-082-021	GARCIA, RAMIRO	\$ 607.12
641-092-029	DUNE PARTNERS LP	\$ 2,200.12
641-103-020	DROB, SVETLANA	\$ 1,192.00
641-111-015	D A GARDNER	\$ 2,173.24
641-112-003	BARRANCO, MARIA TERESA	\$ 1,000.12
641-122-021	RIVAS, RAYMOND	\$ 800.12
641-132-021	HALL, WILLIAM H	\$ 4,995.24
641-132-039	GUTIERREZ, PABLO	\$ 900.12
641-141-020	BANK OF NEW YORK MELLON / BAC HOME LOAN SERVICING /	\$ 7,600.12
641-142-016	BAYS, BEDFORD F	\$ 3,194.12
641-143-013	AVILA, JOSE L	\$ 900.12
641-152-018	HANLEY, ALBERT LEON	\$ 822.12
641-153-019	BROWN, ANTONIA AVILA	\$ 800.12
641-161-032	GENGARELLY, AARON	\$ 900.12
641-171-036	GREEN, TRAVIS	\$ 800.12
641-182-006	MTGLQ INV	\$ 1,700.12
641-192-001	HARRIS, CYNTHIA	\$ 1,000.12
641-192-008	JONES, ROGER KENDAL; THE JONES FAMILY TRUST 1987	\$ 1,680.12
641-193-015	MORONGO V I K LTD PARTNERSHIP	\$ 1,200.12
641-194-005	TRAN, KHANH	\$ 1,100.12
641-204-001	VALADEZ, MARIE	\$ 2,360.12
641-204-002	TINKER, JOHN S	\$ 1,580.12
641-204-011	BAC HOME LOAN SERVICING / AXEL RUBEN CABRERA	\$ 1,380.12
641-213-005	RANCHO HOUSING ALLIANCE INC	\$ 2,200.12
641-213-016	MARQUEZ, C ROSENDO	\$ 1,100.12

Resolution No. 2012-_____

Exhibit "A" Preliminary Public Nuisance Abatement Costs for Fiscal Year 2012-2013

Parcel Number	Owner of Record	Amount
641-232-009	FEDERAL HOME LOAN MORTGAGE CORPORATION	\$ 29,780.12
641-241-021	BAC HOME LOAN SVCING / BOWSHIER, HAROLD	\$ 29,860.12
641-253-024	ELDERT, JOSEPH	\$ 2,560.12
641-261-005	13199 OCOTILLO ROAD, LLC ATTN: ANIL MEHTA	\$ 1,500.12
641-261-018	CITY AUTOMOTIVE (TERAN FRANK P; TERAN REBECCA Y - GOODYEAR TIRES)	\$ 494.00
641-271-015	SAND AND SANG ASSOC	\$ 1,380.12
641-301-010	BAC HOME LOAN SERVICING / KEVIN P BURKE	\$ 2,860.12
641-303-004	BAC HOME LOANS SERVICING LP / SILFREDIS PORTILLO	\$ 900.12
641-311-031	YAGHOUBIAN, JAVID	\$ 800.12
641-312-013	MOMENT, LE VAN	\$ 980.12
641-321-011	VARGAS, FERMIN	\$ 3,960.12
641-322-023	BANK OF AMERICA/ CAROL J HINDS	\$ 800.12
642-124-007	TINCAU, JOHN M	\$ 1,000.12
642-186-008	NWANKWO, JOSEPH	\$ 1,300.12
642-192-016	BAC HOME LOAN SERVICING / JAIME TORRES SANCHEZ	\$ 6,800.12
642-193-017	REECE, TOMMIE J	\$ 800.12
642-193-019	WILLARD, WENDY M	\$ 1,000.12
642-195-004	CHASE HOME FINANCE / KRISTEN J LANDEROS	\$ 1,700.12
642-204-001	WARZETHA, DANIEL	\$ 800.12
642-207-008	RIVERA, VERENICE	\$ 1,779.76
642-207-009	OCWEN SOLUTIONS PPIREO / WILLIAM J AIKEN	\$ 2,523.24
642-211-006	PETERS, ORLANDO N	\$ 800.12
642-212-011	NADURILLE, CHRISTOPHER	\$ 800.12
642-213-013	MATTHEW D BARNES & RENEE DAY	\$ 3,940.12
642-213-021	BANK OF AMERICA, NA / GUTIERREZ HUGO; MERCADO MARIA DE JESUS	\$ 5,598.24
642-214-005	HERNANDEZ, ALVARO	\$ 1,480.12
642-214-020	CHASE HOME FINANCE / NIRO, ANTHONY T, JONELLE, CHARLES	\$ 18,860.12
642-224-004	BAC HOME LOAN SERVICING / DANIELLE MADRIGAL	\$ 2,780.12
642-252-007	DELGADO, ADALBERTO	\$ 1,000.12
642-252-018	HIENG, DERICK S	\$ 1,960.12
642-253-007	LOMELLI, RICARDO	\$ 800.12
644-064-014	ALVARADO, ALEX	\$ 417.12
644-082-009	SAMBRANO, MARIA L	\$ 900.12
644-095-009	FEDERAL NAT'L MORTG. ASSOC.	\$ 1,000.12
644-095-022	BOURDON, SANDRA	\$ 497.00
644-141-025	BANK OF NEW YORK MELLON / KEVIN L JONES	\$ 2,618.12
644-154-006	FREELS, RICK VERNON	\$ 800.12
644-166-003	BAC HOME LOANS SERVICING / MARCUS D PRINCE	\$ 4,200.12
644-171-008	FEDERAL NATIONAL MORTGAGE ASSOC	\$ 8,780.12
644-203-007	TRYON, DONNA MARIE	\$ 1,680.12
644-223-007	BAC HOME LOAN SERVICING / JOHN ROBERT MCGREW	\$ 1,700.12
644-250-005	THOMAS WILHELM / ROSSY NAYOTI	\$ 900.12
644-250-012	HARDY, JEANNE	\$ 4,440.12
644-260-016	BAC HOME LOAN SERVICING / KERI RODRIGUEZ	\$ 12,560.12
644-260-021	ONEWEST BANK FSB	\$ 33,460.12
644-262-003	AMTRUST REO I LLC	\$ 17,260.12
644-271-006	BAC HOME LOAN SVCING / LAWRENCE, NEVILLE & TAMARA	\$ 16,300.12
644-271-009	BAC HOME LOAN SVC / ARTHEN, ALEXANDER	\$ 11,800.12
656-031-067	HANSEL, GRAYCE	\$ 1,100.12
656-031-070	ASSUNTO, BOB D	\$ 800.12

Resolution No. 2012-_____

Exhibit "A" Preliminary Public Nuisance Abatement Costs for Fiscal Year 2012-2013

Parcel Number	Owner of Record	Amount
656-032-074	SKYHAVEN HOMEOWNERS INC. / WRIGHT, TIMOTHY	\$ 7,080.12
656-441-012	ACEVEDO, BERNARDO A	\$ 800.12
656-441-014	CHEESBROUGH, LAWRENCE	\$ 900.12
656-450-010	ABERCROMBIE, STEVEN L	\$ 1,700.12
656-480-025	BAC HOME LOAN SVCING / LOPEZ, IGNACIO AND CARMEN	\$ 9,100.12
656-490-005	STRAKA, ROSE	\$ 800.12
661-240-041	PALM INV GROUP	\$ 1,700.12
661-301-005	BROCKMAN, WILLIAM GARY	\$ 800.12
661-302-025	CHASE HOME FINANCE / ABDUL KARIM MOHAMMED	\$ 16,260.12
661-312-011	JP MORGAN CHASE BANK	\$ 1,480.12
661-321-012	JP MORGAN CHASE BANK / SCHWENSON, DEBORAH DEE	\$ 37,088.24
661-333-007	CHASE HOME FINANCE/CHARLES A MOULIN	\$ 5,280.12
661-341-032	BRAUN, BEVERLY J	\$ 900.12
661-342-004	BANK OF NEW YORK MALLON / BAC HOME LOANS SERVICING	\$ 1,700.12
661-380-002	CARDILLO, JANE C	\$ 800.12
661-470-032	NEWPORT, CHRISTINE	\$ 1,700.12
661-560-001	SUN X HOMES INC	\$ 800.12
663-304-011	BRAR, DARNIDMAR S	\$ 900.12
663-304-012	BENTLEY, BONNIE L	\$ 1,000.12
663-311-009	NEDELTCHEV, SNIJINA	\$ 1,000.12
663-312-016	RIOS, GENY	\$ 900.12
663-313-004	KAUFMAN, ARNOLD	\$ 3,860.12
663-313-012	GIESLER FAMILY LTD PARTNERSHIP	\$ 422.12
663-344-011	RAVEN INC	\$ 1,100.12
663-373-017	BIRD, JOANNE	\$ 2,180.12
663-384-015	ROMERO, ELIAZAR LANDA	\$ 800.12
663-402-007	CALIFORNIA RECONV. CO. / JP MORGAN CHASE BANK NA / DESERT WILLOWS PROP. OWNERS ASSOC.	\$ 11,760.12
663-403-013	JP MORGAN CHASE BANK / LUBAS, KENNETH J	\$ 9,300.12
663-411-021	US BANK NA	\$ 1,700.12
663-411-028	CORRAL, JOSE ROSARIO	\$ 900.12
663-411-032	US BANK NATIONAL ASSOCIATION	\$ 17,860.12
663-421-015	LOPEZ, CARLOS A	\$ 850.12
663-430-017	RANCHO BUENA VISTA ESTATES	\$ 2,780.12
663-431-014	BAC HOME LOAN SERVICING	\$ 30,460.12
664-171-010	DEL ROSARIO, JOSELITO	\$ 1,000.12
664-172-001	AZBILL, PATRICIA GENE	\$ 880.12
664-172-027	CAGLE, LINDA S	\$ 1,000.12
664-182-031	NAANES, ROBERT WARREN	\$ 1,100.12
665-120-036	WRIGHT PAUL; DBA WRIGHTS FEED & SUPPLY	\$ 1,180.12
665-163-016	EXTREME DEV	\$ 3,260.12
666-220-010	KOLESAR, EMIL P	\$ 3,180.12
666-280-001	KOLESAR, EMIL	\$ 2,280.12
GRAND TOTAL		<u>\$656,037.02</u>

August 26, 2015

City of Desert Hot Springs
C/O Code Enforcement Department
Attn: Julie McCombs
65950 Pierson Blvd.
Desert Hot Springs, CA 92240

Re: APN: 641082021-8
TC 194 Item 115
Date of Sale: February 4, 2013

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <i>[Signature]</i>	
1. Article Addressed to City of Desert Hot Springs C/O Code Enforcement Department Attn: Julie McCombs 65950 Pierson Blvd. Desert Hot Springs, CA 92240		B. Received by (Printed Name) <i>[Signature]</i>	
2. Article Number <i>EP194-115</i> <small>(Transfer from service label)</small>		C. Date of Delivery 8/31/15	
PS Form 3811, August 2001		D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below	
Domestic Return Receipt		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
7003 2260 0004 1558 7493		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

To Whom It May Concern:

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

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

- | | |
|---|--|
| <ul style="list-style-type: none"> ___ Notarized Affidavit for Collection of Personal Property under California Probate Code 13100 ___ Notarized Statement of different/misspelled ___ Notarized Statement Giving Authorization to claim on behalf of ___ Certified Death Certificate for ___ Copy of Birth Certificates for | <ul style="list-style-type: none"> ___ Copy of Marriage Certificate for ___ Original Note/Payment Book <u>X</u> Updated Statement of Monies Owed (as of date of tax sale) ___ Articles of Incorporation (if applicable Statement by Domestic Stock) ___ Court Order Appointing Administrator ___ Deed (Quitclaim/Grant etc...) ___ Other - |
|---|--|

Please send in all documents within 30 days (**September 28, 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

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <i>[Handwritten Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to City of Desert Hot Springs C/O Code Enforcement Department Attn: Julie McCombs 65950 Pierson Blvd. Desert Hot Springs, CA 92240		B. Received by (Printed Name) <i>[Handwritten Name]</i>	C. Date of Delivery
2. Article Number <i>EP 194-115</i> (Transfer from service label)		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
PS Form 3811, August 2001		Domestic Return Receipt	
		7003 2260 0004 1558 9251	
		102595-02-M-1540	

September 28, 2015

City of Desert Hot Springs
C/O Code Enforcement Department
Attn: Julie McCombs
65950 Pierson Blvd.
Desert Hot Springs, CA 92240

Re: APN: 641082021-8
TC 194 Item 115
Date of Sale: February 4, 2013

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 type="checkbox"/> Original Note/Payment Book |
| <input type="checkbox"/> Notarized Statement Giving Authorization to claim on behalf of | <input checked="" type="checkbox"/> Updated Statement of Monies Owed (as of the date of the tax sale) |
| <input type="checkbox"/> Certified Death Certificate for | <input type="checkbox"/> Articles of Incorporation (if applicable Statement by Domestic Stock) |
| <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 -- |

If your documentation is not received within 15 days (October 13, 2015), your claim will be denied.

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
jpacicni@co.riverside.ca.us



City of Desert Hot Springs

65-950 Pierson Blvd. • Desert Hot Springs • CA • 92240

(760) 329-6411

www.cityofdhs.org

October 13, 2015

Jennifer Pazicni
Riverside County Treasurer-Tax Collector's Office
Tax Sale Operations/Excess Proceeds
jpazicni@co.riverside.ca.us

RE: 12635 Palm Dr, Desert Hot Springs, CA 92240, APN # 641-082-021

Dear Ms. Pazicni:

Per your request, The City of Desert Hot Springs is forwarding the following list of fines and penalties on the above named property:

Property Search / Title	\$ 260.00
Inspections	385.00
Inspections / Administrative Citation	600.00
Board ups	495.00
Administrative Citations	4,900.00
Full Burden Officer Time	65.77
Full Burden Administrative Staff Time	47.49

TOTAL DUE \$ 6,753.26

Regards,

David Williams
City of Desert Hot Springs - Code Compliance

INQTITCO 641082021-8 2011 SECURED 12:50:17 10/15/2015 PAGE 1

ASSESSMENT NO 641082021-8 TAX YEAR 2011 TAXABILITY CD 0-00

YR PARCEL 641-082-021-8 TRA 014-041 VEST CD NO

MAILNAME MOLINA LUIS

MAILADDR 617 S DENNIS ST SANTA ANA CA 92704

ADDRDATE 06-11-2013 CHG DEEDPROC

OWNERID NONE

SITUS 12635 PALM DR DSRT HOT SPG 92240

ASSESSEE GARCIA RAMIRO

VEST TIT COD VDE

ASSESSEE GARCIA ROSSE MARY

VEST TIT COD VDE

ASSESSEE BOLTON CHARLES R

VEST TIT COD TR

VALUE 68541 LND 28678 STR

EXEMP NONE

TITLE INFO NONE

TX/SPL	1ST INSTALLMENT		2ND INSTALLMENT		COST
	TAX	PENALTY	TAX	PENALTY	
00-0000	585.48	58.54	585.48	58.54	31.00
68-1378	1.84	.18	1.84	.18	
68-1857	.78	.07	.78	.07	
68-2324	44.98	4.49	44.98	4.49	
68-2325	1510.12	151.01	1510.12	151.01	
68-2332	63.43	6.34	63.43	6.34	
68-4556	1.53	.15	1.53	.15	
TOTAL DUE	4,888.88	2,428.94	2,459.94		
PAID STATUS		REDEEMED			

CCCOMMENT NONE

BILL NBR 000413137

CORTAC NO NONE

BILL SER NO 9007-28272

DEFAULTED NONE

CHG ROLL NONE

YRCOMENT NSF 70282 PAID 04/20/09

ID DATA LOTS 1 & 2 BLK O MB 020/035 DESERT HC

CONVEY 0169277 04/2013

ESCAPE NONE

ESCAPED ASMT NONE

PEN ASMTS (R&T 482) NONE

TIE TO ASSESSMENT NONE

5 SUPPLEMENTAL ASMTS 051310021-9 1997

051343139-5 1997

053051349-0 2009

053254293-9 2012

053261416-6 2012

* * * LAST PAGE *

INQITCO 641082021-8 2012 SECURED 12:52:34 10/15/2015 PAGE 1

ASSESSMENT NO 641082021-8 TAX YEAR 2012 TAXABILITY CD 0-00

YR PARCEL 641-082-021-8 TRA 014-041 VEST CD NO

MAILNAME MOLINA LUIS

MAILADDR 617 S DENNIS ST SANTA ANA CA 92704

ADDRDATE 06-11-2013 CHG DEEDPROC

OWNERID NONE

SITUS 12635 PALM DR DSRT HOT SPG 92240

ASSESSEE GARCIA RAMIRO

VEST TIT COD VDE

ASSESSEE GARCIA ROSSE MARY

VEST TIT COD VDE

ASSESSEE BOLTON CHARLES R

VEST TIT COD TR

VALUE 69911 LND 29251 STR

EXEMP NONE

TITLE INFO NONE

TX/SPL	1ST INSTALLMENT		2ND INSTALLMENT		COST
	TAX	PENALTY	TAX	PENALTY	
00-0000	601.64	60.16	601.64	.00	.00
68-1378	1.84	.18	1.84	.00	
68-1857	.78	.07	.78	.00	
68-2324	44.98	4.49	44.98	.00	
68-2325	303.56	30.35	303.56	.00	
68-2332	64.40	6.44	64.40	.00	
68-4556	1.53	.15	1.53	.00	
TOTAL DUE	2,139.30	1,120.57	1,018.73		
PAID STATUS		03/28/2013 0255937	03/28/2013 0255937		

CCCOMMENT NONE

BILL NBR 000413137

CORTAC NO NONE

BILL SER NO 9007-28272

DEFAULTED NONE

CHG ROLL NONE

YRCOMENT NSF 70282 PAID 04/20/09

ID DATA LOTS 1 & 2 BLK O MB 020/035 DESERT HOT SPRINGS TR 3

CONVEY 0169277 04/2013

ESCAPE NONE

ESCAPED ASMT NONE

PEN ASMTS (R&T 482) NONE

TIE TO ASSESSMENT NONE

5 SUPPLEMENTAL ASMTS	051310021-9	1997		UNS PAID	08-11-1998
	051343139-5	1997	1998	SEC PAID	05-11-1999
	053051349-0	2009		SEC PAID	08-02-2011
	053254293-9	2012	2013	UNS NO-SUP-BIL	
	053261416-6	2012	2013	SEC PAID	07-03-2014

* * * LAST PAGE * * *



AOC AUDITOR
CONTROLLER
COUNTY OF RIVERSIDE

Fixed Charge Benefit Assessment Directory 2011-2012

District	District Name	Contact Name	Contact Phone	Contact
682298	City of Corona LLMD 84-2 Zone 18	City of Corona	(951) 736-2436 ext:	
682299	City of Corona LLMD 84-2 Zone 19	City of Corona	(951) 736-2436 ext:	
682300	City of Corona LLMD 84-2 Zone 20	City of Corona	(951) 736-2436 ext:	
682301	City of Corona CFD 2002-1 Dos Lagos	Shepherd & Staats, Inc	(800) 641-8403 ext:1	sh_s_inc
682303	City of Corona Weed Control	City of Corona	(951) 736-2257 ext:	
682307	Corona Mall Business Imp Dist	City of Corona	(951) 736-2436 ext:	
682311	Corona Lighting Maint Dist 84-1	City of Corona	(951) 736-2436 ext:	
682314	Corona City CFD 86-2	Shepherd & Staats, Inc	(800) 641-8403 ext:1	sh_s_inc
682320	City of Corona AD 90-1	Shepherd & Staats, Inc	(800) 641-8403 ext:1	sh_s_inc
682321	Corona CFD 89-1 1990 Series A	Shepherd & Staats, Inc	(800) 641-8403 ext:1	sh_s_inc
682322	Corona CFD 89-1 1990 Series B	Shepherd & Staats, Inc	(800) 641-8403 ext:1	sh_s_inc
682324	City of Desert Hot Springs Lt Mt Dist	Albert a. Webb Associates	(800) 439-6553 ext:	
682325	City of Desert Hot Springs Nuisance Abate/ Code Enforcement Manager	Albert a. Webb Associates	(760) 329-6411 ext: 266	
682326	City of Desert Hot Springs Waste Disp	Desert Valley Disposal, Inc	(760) 329-5030 ext:	
682327	City of Desert Hot Springs AD 92-1	Albert a. Webb Associates	(800) 439-6553 ext:	
682328	City of Desert Hot Springs AD 93-2	Albert a. Webb Associates	(800) 439-6553 ext:	
682329	City of Desert Hot Springs AD 91-1	Albert a. Webb Associates	(800) 439-6553 ext:	
682332	Desert Hot Springs Safety Measure Tax	Albert a. Webb Associates	(800) 439-6553 ext:	
682335	Corona CFD 90-1 Series A	Shepherd & Staats, Inc	(800) 641-8403 ext:1	sh_s_inc
682337	City of Corona CFD 97-1 LDS	City of Corona	(951) 736-2436 ext:	
682338	City of Corona CFD 97-2	Shepherd & Staats, Inc	(800) 641-8403 ext:1	sh_s_inc
682339	Corona CFD 2000-1 Debris Basin	Shepherd & Staats, Inc	(800) 641-8403 ext:1	sh_s_inc
682340	Corona 2000-1 Eagle Glen II	Shepherd & Staats, Inc	(800) 641-8403 ext:1	sh_s_inc
682341	Corona CFD 2001-1 LLMD	City of Corona	(951) 736-2436 ext:	
682342	Corona CFD 2001-2 Imp Area 2	Shepherd & Staats, Inc	(800) 641-8403 ext:1	sh_s_inc
682343	Corona CFD 2002-4 Corona Crossings	Shepherd & Staats, Inc	(800) 641-8403 ext:1	sh_s_inc
682344	Corona CFD 2003-2 Highlands Collection	Shepherd & Staats, Inc	(800) 641-8403 ext:1	sh_s_inc
682345	Lake Elsinore USD CFD 99-1	Dolinka Group	(877) 250-1503 ext	taxinfo@

Proc. 03/28/2013 Rec. 03/28/2013 015439 53

PAY
DUE NOVEMBER 1, 2012
PAY BY DECEMBER 10, 2012

\$1,018.73

SEND THIS STUB WITH YOUR 1st INSTALLMENT PAYMENT
RIVERSIDE COUNTY
2012-2013 SECURED PROPERTY TAX BILL
PARTIAL PAYMENTS ARE NOT ACCEPTED

ASSESSMENT NUMBER
641082021-8

Bill Number
000420397

IF PAID AFTER
DECEMBER 10, 2012

\$101.84

ADD 10% penalty

DELINQUENT
1st INSTALLMENT AMOUNT

\$1,120.57

(If over \$25,000, see Item #1 on reverse)

Check here for a change of mailing address
Please provide all corrections on the reverse side.

1st
INSTALLMENT

Pay taxes online by eCheck or by credit card

ELECTRONIC
CHECK

OR

VISA - Convenience Fee

www.riversidetak.info.com

Mailing instructions on the reverse side.

Date 03-28-2013 Account 0 Amount 1120.57 Sequence 5196000275 TR 0 Serial 0 Run 0 Batch 5196 DocNum 0 TaxYear 2012
TaxDate 0 AssessNum 6410820218 BillNum 000420397 CollecType 01

DOC 54 DOC 54 DOC 54 Proc. 03/28/2013 Rec. 03/28/2013 015439 53 DOC 54 DOC 54 DOC 54

BID4ASSETS INC	Check #:	Check Amt: \$347,635.48
	Check Date:	Noncash #:
	For	2007 Coldate: 03212013
Printed by Adrian J. Potenciano on 3/28/2013		Doc # 49322 Doc Amt: \$347,635.48

A PORTION OF THE BALANCE FROM DOC #54 49288 (NC 4135829 WIRE RCV'D 2/12/13 TAX SALE \$.)

Date 03-28-2013 Account 0 Amount 347635.48 Sequence 5196000335 TR 0 Serial 0 Run 0 Batch 5196 DocNum 000049322
TaxYear 0000 TaxDate 03212013 AssessNum 0 BillNum 0 CollecType 54

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 194 Item 115 Assessment No.: 641082021-8

Assessee: GARCIA, RAMIRO VDE & ROSSE MARY VDE & BOLTON, CHARLES R TR

Situs: 12635 PALM DR, DESERT HOT SPRINGS CA 92240

Date Sold: February 4, 2013

Date Deed to Purchaser Recorded: April 1, 2013

Final Date to Submit Claim: April 1, 2014

RECEIVED
2014 JAN -7 PM 1:57
RIVERSIDE COUNTY
TREASURER-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 226.39 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. 2012-0396187; recorded on 08/14/2012. A copy of this document is attached here to. 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 5th day of JANUARY, 2014 at RIVERSIDE, CALIFORNIA
County, State

Joseph J. Pajonk
Signature of Claimant

Signature of Claimant

JOSEPH J PAJONK
Print Name

Print Name

2030 N SAN ANTONIO RD
Street Address

Street Address

PALM SPRINGS CA 92262
City, State, Zip

City, State, Zip

760 323 9618
Phone Number

Phone Number

Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



EJ-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, or telephone number):
Recording requested by and return to:
JOSEPH J PAJONK
2030 N SAN ANTONIO RD
PALM SPRINGS CA 92262

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD
SUPERIOR COURT OF CALIFORNIA, COUNTY OF **RIVERSIDE**
STREET ADDRESS: **46 200 OASIS ST**
MAILING ADDRESS
CITY AND ZIP CODE: **INDIO CA 92201**
BRANCH NAME

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			2						5
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	ERAM
							T:	CTY	UNI

PLAINTIFF: **JOSEPH J PAJONK**
DEFENDANT: **RAMIRO N GARCIA**

CASE NUMBER:
INST1101924

814

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS Amended

FOR COURT USE ONLY

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's
Name and last known address
RAMIRO N GARCIA
14 NAPOLEON RD
RANCH MIRAGE CA 92270

b. Driver's license no. [last 4 digits] and state: Unknown
c. Social security no. [last 4 digits]: Unknown
d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): **RAMIRO N GARCIA 68727 ALISO RD. CATACITY CA 92234**

2. Information on additional judgment debtors is shown on page 2.

4. Information on additional judgment creditors is shown on page 2.

3. Judgment creditor (name and address):
JOSEPH J PAJONK
2030 N SAN ANTONIO RD

5. Original abstract recorded in this county:
a. Date:
b. Instrument No.:

Date: **PALM SPRINGS CA. 92262**
JOSEPH J PAJONK
(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
\$ 2,125.00

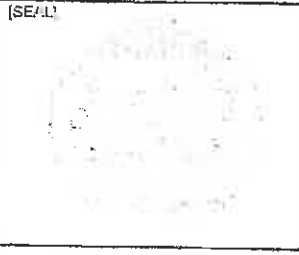
10. An execution lien attachment lien is endorsed on the judgment as follows:
a. Amount: \$
b. In favor of (name and address):

7. All judgment creditors and debtors are listed on this abstract.

8. a. Judgment entered on (date): **11/03/2011**
b. Renewal entered on (date):

9. This judgment is an installment judgment.

11. A stay of enforcement has
a. not been ordered by the court.
b. been ordered by the court effective until (date):



This abstract issued on (date):
8/14/2012

12. a. I certify that this is a true and correct abstract of the judgment entered in this action.
b. A certified copy of the judgment is attached.

Clerk, by **[Signature]**, Deputy

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS

PLAINTIFF: JOSEPH J PAJONK	CASE NUMBER:
DEFENDANT: RAMIRO N GARCIA	INS1101924

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (*name and address*):
14. Judgment creditor (*name and address*):

15. Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address

Driver's license no. [last 4 digits] and state: Unknown

Social security no. [last 4 digits]: Unknown

Summons was personally served at or mailed to (*address*):

17. Name and last known address

Driver's license no. [last 4 digits] and state: Unknown

Social security no. [last 4 digits]: Unknown

Summons was personally served at or mailed to (*address*):

18. Name and last known address

Driver's license no. [last 4 digits] and state: Unknown

Social security no. [last 4 digits]: Unknown

Summons was personally served at or mailed to (*address*):

19. Name and last known address

Driver's license no. [last 4 digits] and state: Unknown

Social security no. [last 4 digits]: Unknown

Summons was personally served at or mailed to (*address*):

20. Continued on Attachment 20.



ASSET FINDERS OF AMERICA, LLC

Phone: 800-504-2362
161 Conquistador Center Drive, Suite 100, Palm Springs, CA 92262
www.afoa.biz

08/20/2013

CLAIM SUMMARY

To: Riverside County Treasurer and Tax Collector
Assessor's Parcel Number: 641-082-021-8
Situs: 12635 Palm Dr., Desert Hot Springs, CA. 92234
Last Assessee : Ramiro Garcia and Rosse Mary Garcia
Sale Date: 01/31/2013-02/04/2013
Sale Number---Item Number: TC194---115
Date Deed to Purchaser Recorded: 04/01/2013

I, David L. Price, Managing Member of Asset Finders of America, LLC., hereby submit to the Riverside County Treasurer and Tax Collector the following documents in support of a Claim for Excess Proceeds on behalf of **Ramiro Garcia**:

1. CLAIM FOR EXCESS PROCEEDS.
2. Notarized AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS.
3. Notarized LIMITED POWER OF ATTORNEY.
4. Notarized DECLARATION OF ONE AND THE SAME PERSON.
5. Photocopy of California Driver's License.
6. Certified copy of document 1998-033710, LONG FORM SECURITY (INSTALLMENT) LAND CONTRACT recorded on JAN 30, 1998.
7. Certified copy of document 2005-0089873, DEED OF RECONVEYANCE recorded on 02/01/2005.
8. W-9 form from Asset Finders of America, LLC.

The subject parcel sold for \$28,600.00 at the above noted auction. Minimum bid was for \$10,550.00 which represented the unpaid property taxes to the date of sale. There were two other charges to be deducted from the excess proceeds, one being an Ad Valorem in the amount of \$1,203.28, and the other being a Special Assessment in the amount of \$834.18. Deducting these amounts due from the sale price leaves an excess proceeds amount of \$16, 012.54. This claim is for 50% of that amount (\$8,006.27) to be paid as requested on the AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS.

Please address any questions regarding this claim to: David L. Price, Managing Member of Asset Finders of America, LLC., at (800) 504-2362 or email david@afoa.biz.



CLAIM FOR EXCESS PROCEEDS
(Rev. & Tax. Code, §4675)
(See Reverse for Further Instructions)

TO: Don Kent, Riverside County Treasurer-Tax Collector

RE: Claim for Excess Proceeds

I hereby certify that I am a party of interest in the following parcel:

Parcel Number: 641-082-021-8

Assessee: Ramiro Garcia and Rosse Mary Garcia

Situs: 12635 Palm Dr., Desert Hot Springs, CA. 92234

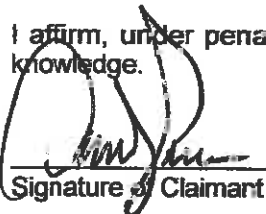
Date Sold: 01/31/2013

Date Deed to Purchaser Recorded: 04/01/2013

I claim excess proceeds under *Revenue and Taxation Code* section 4675. Enclosed is documentation supporting my claim.

Please refer to Claim Summary and Attached Documents

I affirm, under penalty of perjury, that the foregoing is true and correct to the best of my knowledge.


Signature of Claimant

*Managing Member
for Asset Finders
of America*

David L. Price
Name of Claimant (please print or type)

Mailing Address:

Daytime Phone: (800) 504-2362

Asset Finders of America, LLC.

2588 El Camino Real, Suite 340

Carlsbad, CA. 92008

MAIL COMPLETED CLAIM FORMS TO:

ATTN: Tax Sales Operations

Don Kent, Riverside County Treasurer-Tax Collector

P.O. Box 12005

Riverside, CA. 92502-2205

AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS

I, Ramiro Garcia, the undersigned, as a party of interest as defined in Section 4675 of the California Revenue and Taxation Code, do hereby appoint Asset Finders of America, LLC. as my agent to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of Assessor's Parcel Number 641-082-021-8, Sale Number TC194, Item Number 115, which the Riverside County Tax Collector sold at public auction on 01/31/2013 thru 02/04/2013. I understand that I AM NOT SELLING MY RIGHT TO THE REFUND, but merely naming an agent for collection purposes for my convenience. I also understand that the total amount of excess proceeds available for distribution is \$16,012.54, and that I have a right to file a claim for this refund on my own behalf, without the help of an agent. I understand that the agent's fee for the recovery of excess proceeds is 10 % of the amount claimed. My agent is appointed to act on my behalf to claim, receive, and distribute the excess proceeds refund.

I request the refund of excess proceeds be remitted to: **Asset Finders of America, LLC.**, and mailed to: **Asset Finders of America, LLC., 2588 El Camino Real, Suite 340, Carlsbad, CA. 92008**

Witness my hand this 17 day of JUNE, 2013



Ramiro Garcia

14 Napoleon Rd.
Rancho Mirage, CA. 92270
(760) 285-3955

Driver License Number _____, State CA, Expiration Date 09/12/2015

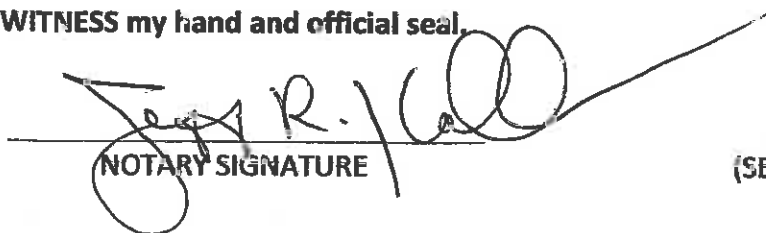
NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On this 17th day of June, 2013, before me, Jeff R. Kallmann, Notary Public, personally appeared Ramiro Garcia who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, executed the instrument.

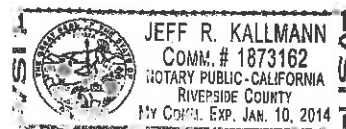
I certify under PENALTY OF PERJURY under the laws of the STATE OF CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



NOTARY SIGNATURE

(SEAL)



Order No. 2092269
Escrow No. 22
Loan No. First American Title Insurance Company

WHEN RECORDED MAIL TO:

Charles R. Bolton
37621 Melrose Dr.
Cathedral City, Ca. 92234

033710
RECEIVED FOR RECORD
AT 8:00AM

T

JAN 30 1998

PAID
Doc. Transfer Tax
Riv. Co. Record

Recorded in Official Records
of Riverside County, California
Recorder 33
Fees \$

SPACE ABOVE THIS LINE FOR RECORDER'S USE

641-082-021

TRA014-041

LONG FORM SECURITY (INSTALLMENT) LAND CONTRACT
WITH POWER OF SALE AND ASSIGNMENT OF RENTS

33
1/1
D1110

NOTE: THE PARTIES HERETO ARE CAUTIONED THAT, BY COMPLETING AND EXECUTING THIS AGREEMENT, LEGAL RIGHTS AND DUTIES ARE CREATED INCLUDING THE TRUSTEE'S NONJUDICIAL POWER OF SALE. THEY ARE ADVISED THAT THE VENDEE HAS NO REDEMPTION RIGHTS UNDER THIS AGREEMENT. THEY ARE FURTHER ADVISED TO SEEK INDEPENDENT LEGAL COUNSEL AS TO ALL MATTERS CONTAINED IN THIS DOCUMENT.

5-692269-3

THIS AGREEMENT, made and entered into this 23rd day of January, 19 98, by and between
(Vendor's name) Charles R. Bolton, a single man (hereinafter sometimes referred to as "Vendor"),
whose address is 37621 Melrose Drive, Cathedral City, Ca. 92234, and
(Vendee's name) Ramiro Garcia and Rosse Mary Garcia, (hereinafter sometimes referred to as "Vendee"),
whose address is husband and wife as joint tenants
68725 Ramon Rd. #C, Cathedral City, Ca. 92234
and FIRST AMERICAN TITLE INSURANCE COMPANY (hereinafter sometimes referred to as "Trustee").

In accordance with Section 2924b, Civil Code, request is hereby made by the undersigned Vendor and Vendee that a copy of any Notice of Default and a copy of any Notice of Sale under Deed of Trust recorded 10-7-97 in Book _____ Page _____ Official Records of Riverside County, California, as affecting the property, executed by Charles R. Bolton, a single man as Trustee in which Harold Womington Jr. is named as Beneficiary, and The Escrow Connection, a Ca. corporation as Trustee; be mailed to Vendor and Vendee at addresses designated in Paragraph 17 below.
NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

The notice of any default described in Section 2924c, Civil Code, shall consist of the following statement:

NOTICE

You may have the right to cure the default described herein and reinstate this Installment Land Contract. Section 2924c of the Civil Code permits certain defaults to be cured upon the payment of the amounts required by that Section without requiring payment of that portion of principal and interest which would not be due had no default occurred. Where reinstatement is possible if the default is not cured within three months following the recording of this notice, the right of reinstatement will terminate and the property may be sold.

To determine if reinstatement is possible and the amount, if any, necessary to cure the default, contact the Vendor or his successors in interest whose name(s) and address(es) as of the date of this notice are:

MAIL TAX STATEMENTS TO:
Charles R. Bolton
37621 Melrose Dr.
Cathedral City, Ca. 92234

(continued on reverse side)

- d. The balance of said purchase price of \$ 155,000.00 shall be paid by the Vendee to the Vendor and shall bear interest at the rate of 8.5 percent per annum of any balance unpaid. Said sum shall be paid in installments of \$1,500.00 on the 1st day of each and every month commencing March 1, 1998 and continuing thereafter until February 1, 2003, and each payment first to be credited to interest with the balance credited to principal. This agreement will require 5 years and 0 months to complete payment in accordance with its terms. If any installment payment due hereunder is delinquent ten or more days, Vendee agrees to pay the sum of \$5.00 or the equivalent of 6% of the installment due that is applicable to payment of principal and interest, provided that the late payment charge satisfies the requirements of sections 2954.4 and 2954.5 of the California Civil Code. Vendee may prepay all or any portion of balance due Vendor or on any other encumbrance on the property where the terms of such encumbrance so provide.
- e. Additional terms: Vendor shall continue to make payments on underlying loan during the term of this contract.

- f. Tax estimates on which this Contract is based is the tax bill for fiscal year
- g. Vendee agrees to pay: (1) at least ten days before delinquency, all taxes and assessments affecting the property, including assessments on appurtenant water stock; (2) all encumbrances, charges and liens, with interest, on the property or any part thereof when due, which appear to be prior or superior hereto; (3) all allowable expenses of this Agreement.

Should Vendee fail to make any payment or to do any act as herein provided, then Vendor or Trustee, but without any obligation to do so, without notice to or demand upon Vendee and without releasing Vendee from any obligation hereof, may: (1) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Vendor being authorized to enter upon said property for such purposes; (2) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Vendor or Trustee; (3) 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 allowable expenses.

- h. Should Vendor breach this Agreement, Vendee may, without waiving any other rights or remedies, pay and perform such obligations and upon doing so shall be entitled to a like amount as a credit against present and future payments due or to become due to Vendor. Vendee shall also be entitled to interest at the maximum legal rate on all such advances in excess of Vendee's obligations due under this Agreement.
- i. Upon execution or recordation of this Contract, and after a search of the public records and upon fulfillment of any conditions required of Vendor and Vendee, Vendor and Vendee shall obtain policies of title insurance insuring said parties' interests herein from FIRST AMERICAN TITLE INSURANCE COMPANY, with costs to be borne by
- j. If the owners and holders of other encumbrances on the property require that sums be paid into an impound account, Vendee shall pay said sums into said impound account.

POWERS OF TRUSTEE

4. Vendor and Vendee confer upon Trustee the following powers:
- a. Power to convey to Vendee legal title upon full satisfaction of Vendee's obligation to Vendor and upon instructions from Vendor or his successor in interest.
- b. Power to foreclose under power of sale as set forth in Paragraph 6 below, and issue a deed upon foreclosure and sale. Said deed shall convey the property to the Buyer without covenant or warranty, expressed or implied and any recitals contained therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person,

(continued on reverse side)

including Vendor, Vendee or Trustee may purchase at such sale.

- c. In the event of default, the power to prepare and deliver Vendor's statements as required under Paragraph 7 of this Agreement.

POSSESSION

5. Vendee shall be entitled to possession of the property upon execution of this Contract. Vendor's interest in the property is security for payment of balance owed Vendor, and for performance of all terms and conditions to be performed by Vendee. As additional security, Vendee hereby gives to and confers upon Vendor the right, power and authority, during the continuance of this Agreement to collect the rents, issues and profits of the property. Vendee reserves the right, prior to any default by Vendee 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, Vendor may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court of competent jurisdiction, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof.

Vendor may also 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 Vendor may determine. The entering upon and taking possession of the 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.

IN THE EVENT OF DEFAULT

6. Should Vendee fail to perform under terms of this Agreement and thus be in default of any of its provisions including but not limited to payment of any insurance, taxes and indebtedness to Vendor or to prior encumbrancers, Vendor may declare all sums due to and/or advanced by Vendor immediately due and payable to Vendor by delivering to Trustee written declaration of default and demand for sale, and a written notice of default and election to cause to be sold the property. Vendor shall deposit with Trustee this Contract, and all documents evidencing expenditures secured thereby. Trustee shall cause said written notice of default to be filed for record. Trustee shall then proceed to foreclose on the property pursuant to California Civil Code section 2924 et seq, any amendments thereto and the provisions hereinbelow.

Trustee and/or Vendor shall follow all duties required of them as may be required by law for the foreclosure of a deed of trust or mortgage including but not limited to the following:

- a. The Vendor or Trustee shall first file for record in the office of the recorder of each county wherein the property or some part of it is situated, a notice of default, in substantially the same form as contained on Page 1 of this Agreement.
- b. After the lapse of not less than three months from the time the notice of default has been recorded, Vendor, Trustee or any other person authorized to make the sale shall give notice of sale. Said notice of sale must be given at least twenty (20) days before the date of sale by: (1) posting in one public place in the city where the property is to be sold and if not sold in a city in one public place in the judicial district in which the property is to be sold a written notice of the time and place of sale, describing the property to be sold, and (2) publishing a copy thereof once a week for the same period, in some newspaper of general circulation in the city and/or judicial district in which the whole or part of the property is situated, whichever applies. If there is no newspaper of general circulation in the city or judicial district, notice must be published in a newspaper of general circulation in the county in which the whole or a part of the property is situated. The notice shall describe the property by giving its street address or other common designation, if any, and if neither exists, the notice shall contain Vendor's name and address at whose request the sale is to be conducted and a statement that directions may be obtained pursuant to a written request submitted to Vendor within ten (10) days from the first publication of such notice. Directions shall be deemed reasonably sufficient to locate the property if the location of the property is given by reference to the approximate distance from the nearest crossroads, frontage road or access road. If a legal description of the property is given, the validity of the notice and of the sale shall not be affected by the fact that the street address, other common designation, Vendor's name and address or the directions obtained therefrom are erroneous or have been omitted.
- c. Any person desiring a copy of any notice of default or sale under this Contract may, at any time subsequent to recordation of the Contract and prior to the recordation of notice of default, cause to be filed for record in the office of the recorder of any county in which any part or parcel of the property is situated, a duly acknowledged request for a copy of any such notice of default and of sale. This request shall be signed and acknowledged by the person making the request specifying the name and address of the person to whom notice is to be mailed, shall identify the Contract by stating the name of the parties thereto, date of recordation thereof and book and page where the

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same is recorded or the recorder's number and shall be in substantially the form set out in Civil Code section 2924b.

- d. Vendor, Trustee or any other person authorized to record the notice of default shall:
- (1) within ten (10) days following such recordation, deposit or cause to be deposited in the United States mail an envelope, registered or certified with postage prepaid, containing a copy of such notice with the recording date shown thereon addressed to each person whose name and address is set forth in a duly recorded request therefor, directed to the address designated in such request;
 - (2) at least twenty (20) days before the date of sale, deposit or cause to be deposited in the United States mail an envelope, registered or certified with postage prepaid, containing a copy of the notice of the time and place of sale, addressed to each person whose name and address is set forth in a duly recorded request therefor, directed to the address designated in such request;
 - (3) within one month following recordation of such notice of default, deposit or cause to be deposited in the United States mail an envelope, registered or certified with postage prepaid containing a copy of such notice with the recording date shown thereon, addressed to each person set forth below provided that: (a) the estate or interest of any person entitled to receive notice under this subsection is acquired by an instrument sufficient to impart constructive notice of such estate or interest which is being foreclosed; (b) such estate or interest is recorded so as to impart constructive notice prior to the date the notice of default was recorded; (c) such instrument as recorded sets forth a mailing address which the county recorder shall use, as instructed within the instrument for the return of such instrument after recording, and which address shall be the address used for the purposes of mailing notices herein. The persons to whom such notice shall be mailed under this subsection (3) are: (a) Vendee's successor(s) in interest as of the recording date of the notice of default; (b) the beneficiary, mortgagee, vendee or lessee and his assignees of any lien recorded subsequent to the foreclosure under the terms of the Contract or recorded prior to or concurrently with the foreclosure under the terms of the Contract but subject to a recorded agreement or a recorded statement of subordination to this foreclosure under the terms of the Contract; (c) the Controller where a lien for postponed property taxes has been recorded against the property as of the recording date of the notice of default;
 - (4) at least twenty (20) days before the date of sale, deposit or cause to be deposited in the United States mail, an envelope, registered or certified with postage prepaid, containing a copy of the notice of the time and place of sale addressed to each person to whom a copy of the notice of default is to be mailed as provided in subsection (3) above.
- e. The sale of the property under the power of sale contained in this Contract shall be held in the county where the property or a part thereof is situated, and shall be made at auction, to the highest bidder, between the hours of 9 in the morning and 5 in the afternoon. When the property consists of several lots or parcels they may be sold separately; when a portion of the property is claimed by a third person, and he requires it sold separately, this may be done. Vendee may direct the order in which the property shall be sold if the lots or parcels may be sold to advantage separately. After sufficient property has been sold to satisfy the indebtedness no more can be sold. If the property is in two or more counties, the auction may take place in any one of those counties. There may be a postponement of the sale proceedings at any time prior to the completion of the sale at Trustee's discretion or Vendor's instruction. The notice of each postponement shall be given by public declaration by Trustee at the time and place last appointed for sale. Such public declaration shall set forth the new date, time, and place of sale, which place of sale shall be the same place as originally fixed by Trustee for the sale. No other notice of postponement need be given.
- f. Each and every bid made by a bidder at a Trustee's Sale pursuant to the power of sale contained in this Contract shall be deemed to be an irrevocable offer by that bidder to purchase the property being sold. Any subsequent bid by the same or another bidder for a higher bid cancels out the prior bid.
- g. At the Trustee's Sale, Trustee shall have the right: (1) to require every bidder to show evidence of his ability to deposit with Trustee the full amount of his final bid in cash, or its equivalent satisfactory to Trustee, prior to and as a condition to the recognition of such bid, and to conditionally accept and hold these amounts for the duration of the sale, and (2) to require the last and highest bidder to deposit, if he has not already done so, the full amount of his final bid in cash, or its equivalent satisfactory to Trustee, immediately prior to the sale's completion, its completion being announced by the fall of the hammer or in another customary manner. Vendor shall have the right to offset his bid(s) only to the extent of the total amount due him including the trustee's fees and expenses.
- h. If Trustee has not required the last and highest bidder to deposit the cash or equivalent in the manner set forth in (g) above, Trustee shall complete the sale. If said bidder refuses to deliver the amount of his final bid in cash or its equivalent when demanded to do so by Trustee, the bidder shall be liable to Trustee for all damages which Trustee may sustain by the refusal of bidder to deliver to Trustee the amount of the final bid, including any court

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costs and reasonable attorney's fees. If the last and final bidder willfully fails to deliver to Trustee the amount of his final bid in cash or its equivalent, the bidder shall be guilty of a misdemeanor punishable by a fine of not more than two thousand five hundred dollars (\$2,500). Any postponement or discontinuance of the sale proceedings shall be a cancellation of the last bid.

- i. After deducting all costs, fees and expenses of Trustee and of this Contract, including the cost of evidence of title in connection with sale, Trustee shall apply the proceeds of the sale to the payment of: (1) 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; (2) all other sums then secured hereby; and (3) the remainder, if any, to the person or persons legally entitled thereto.
- j. Vendor and Vendee lose all respective rights, title and interests in the property sold by Trustee's Sale, when the Trustee's Deed, subsequent to the notice of default and the exercise of Vendor's power of sale, is executed in favor of the purchaser or purchasers at the sale.
- k. No deficiency judgment shall lie in any event after the sale of the property under Trustee's power of sale pursuant to the terms of this Contract.

VENDOR'S STATEMENT

7. The Vendor or his authorized agent shall, on the written demand of the Vendee or authorized agent, made at any time before, or within ninety days after, the recording of a notice of default under this Contract, if the power of sale herein is to be exercised, or otherwise made more than 30 days prior to entry of the decree of foreclosure, and upon the payment of \$15.00 or such other amount authorized by law, prepare and deliver to the person demanding it, a written statement showing:
 - a. The amount of the unpaid balance of the obligation secured by this Contract and the interest rate together with the total amounts, if any, of all overdue installments of either principal or interest, or both.
 - b. The amounts of periodic payments, if any.
 - c. The date on which the obligation is due in whole or in part.
 - d. The date to which real estate taxes and special assessments have been paid to the extent such information is known to the lender.
 - e. The amount of hazard insurance in effect and the term and premium of such insurance to the extent such information is known to the lender.
 - f. The amount in an account, if any, maintained for the accumulation of funds with which to pay taxes and insurance premiums.
 - g. The nature, and, if known, the amount of any additional charges, costs or expenses paid or incurred by the Vendor which have become a lien on the property as part of the obligation secured hereby.

SUBSTITUTION OF TRUSTEE

8. Vendor, or any successor in ownership of any indebtedness secured hereby, may from time to time, by written instrument, substitute a successor or successors to any trustee named herein or acting hereunder, which instrument, executed by the Vendor and duly acknowledged and recorded in the office of the recorder of the county or counties where the property is situated, shall be conclusive proof of proper substitution of such successor trustee or trustees, who shall, without conveyance from the predecessor trustee, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Vendee, Trustee and Vendor, hereunder, the name and address of the new trustee, and if the Contract has been recorded, the book and page in which it can be found and/or instrument number under which it has been recorded.

DEFENSE OF ACTIONS

9. Vendee shall appear in and defend Vendor or Trustee in any action or proceeding purporting to affect the security hereof or the rights or powers of Vendor or Trustee.

DELIVERY OF DEED UPON VENDEE'S PERFORMANCE

10. Trustee on Vendor's written instruction and conveyance shall deliver to Vendee a deed to the property as hereinabove provided for, conveying to Vendee Vendor's and Trustee's interest in the property which Vendor and Trustee hold pursuant to this Agreement at such time as Vendee has paid to Vendor, as hereinabove provided, the entire balance due directly to Vendor under the provisions of Paragraph 3(d) above.

TAXES

11. Vendee hereby assumes and agrees to pay before delinquency any and all taxes and assessments hereafter falling due on the property. If Vendee shall fail to pay any of said taxes or assessments on or before the due date thereof, Vendor may, at his option, declare a default under this Agreement or may pay said taxes and assessments and add

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any amounts so paid to the balance due Vendor under the terms of this Agreement. Any sums so paid by Vendor and added to the balance due under this Agreement, shall bear interest at the rate provided for herein or the maximum interest rate provided by law, whichever is greater, until the same has been paid in full.

INSURANCE

12. Vendee further agrees that from and after the time Vendee assumes possession of the property, and until such time as all balances due to Vendor have been paid, Vendee: (1) shall provide, maintain and deliver to Vendor fire insurance satisfactory to and with loss payable to Vendor. The amount collected under any fire or other insurance policy may be applied by Vendor upon any indebtedness secured hereby and in such order as Vendor may determine, or at the option of Vendor, the entire amount so collected or any part thereof may be released to Vendee. 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; and (2) shall provide public liability insurance on the property in reasonable amounts for the protection of all parties hereto. Vendee agrees to pay all of the premiums therefor and to deliver copies of all policies and renewals thereof to Vendor. In the event Vendee fails to provide such insurance or upon cancellation of such insurance, Vendor may obtain the insurance required by this paragraph and add to the balance due under this Agreement the amount of any premium thereof. Such added sum shall bear interest at the rate provided in Paragraph 11 above.

MAINTENANCE

13. Vendee further agrees, until the purchase price hereof has been paid, to maintain all buildings and improvements now or hereafter placed on the property in a good and habitable state of repair to maintain the value thereof and to pay when due all claims for labor performed and materials furnished therefor.

TIME

14. Time is of the essence of this Agreement.

ATTORNEY'S FEES

15. If any party to this Agreement or any assignee of any party hereunder shall bring an action in any court of competent jurisdiction to enforce any covenant of this Agreement, including any action to collect any payment required hereunder, or to quiet his title against the other party to this Agreement, it is hereby mutually agreed that the prevailing party shall be entitled to reasonable attorney's fees and all costs and expenses in connection with said action, which sums shall be included in any judgment or decree entered in such action in favor of the prevailing party.

BINDING EFFECT

16. This Agreement binds the parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

NOTICES AND REQUEST FOR NOTICE

17. Notices required or permitted under this Agreement shall be binding if delivered personally to party sought to be served or if mailed by registered or certified mail, postage prepaid in the United States mail to the following:

Vendor: Charles R. Bolton
37621 Melrose Dr.
Cathedral City, Ca. 92234

Vendee: Ramiro Garcia and Rosse Mary Garcia
12635 Palm Dr.
Desert Hot Springs, Ca. 92240

Trustee: First American Title Insurance Company
114 East Fifth Street
Santa Ana, California 92701

Vendor and Vendee hereby request that notice of default and notice of sale hereunder be mailed to them at the above addresses.

CONSTRUCTION

18. All words used in this Agreement, including the words "Vendor" and "Vendee" shall be construed to include the plural as well as the singular number; words used herein in the present tense shall include the future as well as the present; words used in the masculine gender shall include the feminine and neuter gender.

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Any clause in this Agreement that requires one or both of the parties' instruction to Trustee, may be satisfied by such parties' heirs, devisees, administrators, executors, successors or assigns' instruction to Trustee.

Each heading used in this Agreement is included for the convenience of the parties hereto and should not in any way be interpreted as a summary of any provision contained in the body of this Agreement.

In the event that any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

EXECUTION

19. This Agreement shall be executed in duplicate.

OTHER PROVISIONS

20.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the date first above written.

Charles R. Bolton
Charles R. Bolton
Vendor(s)

Ramiro Garcia Rosse Mary Garcia
Ramiro Garcia Rosse Mary Garcia
Vendee(s)

NOTE: THE PARTIES HERETO ARE CAUTIONED THAT, BY COMPLETING AND EXECUTING THIS AGREEMENT, LEGAL RIGHTS AND DUTIES ARE CREATED INCLUDING THE TRUSTEE'S NONJUDICIAL POWER OF SALE. THEY ARE ADVISED THAT THE VENDEE HAS NO REDEMPTION RIGHTS UNDER THIS AGREEMENT. THEY ARE FURTHER ADVISED TO SEEK INDEPENDENT LEGAL COUNSEL AS TO ALL MATTERS CONTAINED IN THIS DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF Riverside } ss.
On January 27, 1998 before me,
Kathy Kleindienst
personally appeared Charles R. Bolton

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 Kathy Kleindienst



(This area for official notarial seal)

STATE OF CALIFORNIA }
COUNTY OF Riverside } ss.
On January 28, 1998 before me,
Kathy Kleindienst
personally appeared Ramiro Garcia and Rosse Mary 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/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 Kathy Kleindienst



(This area for official notarial seal)

RECORDING REQUESTED BY:

PETTERSEN & BARK
AND WHEN RECORDED RETURN TO:

c/o PETTERSEN & BARK
1620 Union Street
San Diego, CA 92101

LIMITED POWER OF ATTORNEY


KNOW ALL PERSONS BY THESE PRESENTS: That, I, Ramiro Garcia the undersigned (jointly and severally if more than one, hereinafter collectively "principal"), hereby make, constitute and appoint Asset Finders Of America, LLC., principal's true and lawful attorney to act for principal and in principal's name, place and stead and for principal's use and benefit:

- (a) To receive, hold and negotiate any check drawn in favor of principal. (This power is given solely in connection with the efforts of Asset Finders of America, LLC to recover unclaimed funds on behalf of principal.)
- (b) To request and receive from the appropriate County Recorder, any vital records such as birth, death, and marriage certificates that may be required documentation for the purposes of claiming and recovering any unclaimed funds on behalf of the principal.

Principal hereby grants to said attorney in fact full power and authority to do and perform each and every act and thing which may be necessary, or convenient, in connection with any of the foregoing, as fully, to all intents and purposes, as principal might or could do if personally present, hereby ratifying and confirming all that our said attorney in fact shall lawfully do or cause to be done by authority hereof.

This Limited Power of Attorney shall be in effect as of the date it is signed by the principal in the presence of a notary public, and shall terminate upon final settlement of the unclaimed funds by the agency holding such funds.

WITNESS my hand this 17 day of June, 2013.

PRINCIPLE SIGNATURE: 
Ramiro Garcia

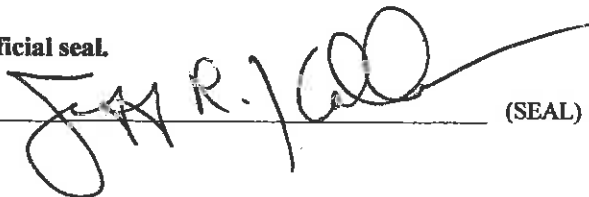
NOTARY ACKNOWLEDGEMENT

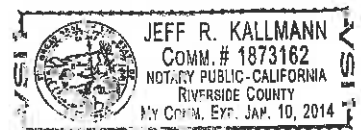
STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On June 17, 2013, before me, Jeff R. Kallmann, Notary Public, personally appeared Ramiro Garcia who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY SIGNATURE:  (SEAL)



DECLARATION OF ONE AND THE SAME PERSON

I, Ramiro Garcia, do hereby declare the following:

1. I am over the age of 18 and a resident of Rancho Mirage, CA. The facts set forth herein are true of my own personal knowledge. If called to testify as a witness in a judicial proceeding, I could, and would testify truthfully and competently thereto.
2. I am one and the same person as Ramiro Nelson Garcia as shown on my California Driver License.
3. I am one and the same as the Ramiro Garcia, also referred to as "Vendee", as shown on Long Form Security (Installment) Land Contract with Power of Sale and Assignment of Rents, Document 033710, recorded in Riverside County, the State of California, on Jan 30 1998, for Assessor's Parcel number 641-082-021-8.
4. I am the one and same person as Ramiro Garcia and Ramiro Nelson Garcia.
5. I am one and the same person who as Ramiro Garcia, who signed an Authorization for Agent to Collect Excess Proceeds with Asset Finders of America, LLC., for Riverside County Assessor Parcel Number 641-082-021, on 17 / JUNE / 2013.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 17 day of JUNE, 2013, at Rancho Mirage, CA.



Ramiro Garcia

NOTARY ACKNOWLEDGEMENT

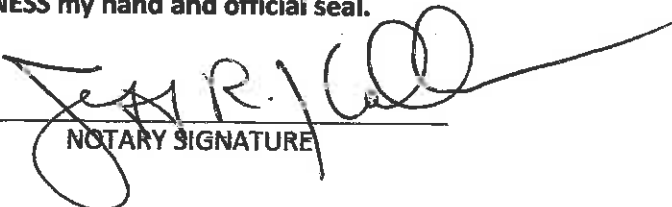
STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE)

On this 17th day, of June, 2013, before me, Jeff R. Kallmann, Notary Public, personally appeared Ramiro Garcia who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



NOTARY SIGNATURE

(SEAL)



ASSET FINDERS OF AMERICA, LLC

PH: (800) 504-2362

1411 Convention Center Drive, Seventh Floor, Las Vegas, Nevada 89102

www.afoa.biz

08/20/2013

CLAIM SUMMARY

To: Riverside County Treasurer and Tax Collector
Assessor's Parcel Number: 641-082-021-8
Situs: 12635 Palm Dr., Desert Hot Springs, CA. 92234
Last Assessee : Ramiro Garcia and Rosse Mary Garcia
Sale Date: 01/31/2013-02/04/2013
Sale Number—Item Number: TC194—115
Date Deed to Purchaser Recorded: 04/01/2013

I, David L. Price, Managing Member of Asset Finders of America, LLC., hereby submit to the Riverside County Treasurer and Tax Collector the following documents in support of a Claim for Excess Proceeds on behalf of **Rosse Mary Garcia**:

1. CLAIM FOR EXCESS PROCEEDS.
2. Notarized AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS.
3. Notarized LIMITED POWER OF ATTORNEY.
4. Notarized DECLARATION OF ONE AND THE SAME PERSON.
5. Photocopy of California Driver's License.
6. Certified copy of document 1998-033710, LONG FORM SECURITY (INSTALLMENT) LAND CONTRACT recorded on JAN 30, 1998.
7. Certified copy of document 2005-0089873, DEED OF RECONVEYANCE recorded on 02/01/2005.

The subject parcel sold for \$28,600.00 at the above noted auction. Minimum bid was for \$10,550.00 which represented the unpaid property taxes to the date of sale. There were two other charges to be deducted from the excess proceeds, one being an Ad Valorem in the amount of \$1,203.28, and the other being a Special Assessment in the amount of \$834.18. Deducting these amounts due from the sale price leaves an excess proceeds amount of \$16, 012.54. This claim is for 50% of that amount (\$8,006.27) to be paid as requested on the AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS.

Please address any questions regarding this claim to: David L. Price, Managing Member of Asset Finders of America, LLC., at (800) 504-2362 or email david@afoa.biz.



CLAIM FOR EXCESS PROCEEDS
(Rev. & Tax. Code, §4675)
(See Reverse for Further Instructions)

TO: Don Kent, Riverside County Treasurer-Tax Collector

RE: Claim for Excess Proceeds

I hereby certify that I am a party of interest in the following parcel:

Parcel Number: 641-082-021-3

Assessee: Ramiro Garcia and Rosse Mary Garcia

Situs: 12635 Palm Dr., Desert Hot Springs, CA. 92234

Date Sold: 01/31/2013

Date Deed to Purchaser Recorded: 04/01/2013

I claim excess proceeds under *Revenue and Taxation Code* section 4675. Enclosed is documentation supporting my claim.

Please refer to Claim Summary and Attached Documents

I affirm, under penalty of perjury, that the foregoing is true and correct to the best of my knowledge.


Signature of Claimant

*Managing Member for
Asset Finders of America*

David L. Price

Name of Claimant (please print or type)

Mailing Address:

Daytime Phone: (800) 504-2362

Asset Finders of America, LLC.

2588 El Camino Real, Suite 340

Carlsbad, CA. 92008

MAIL COMPLETED CLAIM FORMS TO:

ATTN: Tax Sales Operations

Don Kent, Riverside County Treasurer-Tax Collector

P.O. Box 12005

Riverside, CA. 92502-2205

AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS

I, Rosemary Garcia, the undersigned, as a party of interest as defined in Section 4675 of the California Revenue and Taxation Code, do hereby appoint Asset Finders of America, LLC. as my agent to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of Assessor's Parcel Number 641-082-021-8, Sale Number TC194, Item Number 115, which the Riverside County Tax Collector sold at public auction on 01/31/2013 thru 02/04/2013. I understand that I AM NOT SELLING MY RIGHT TO THE REFUND, but merely naming an agent for collection purposes for my convenience. I also understand that the total amount of excess proceeds available for distribution is \$16,012.54, and that I have a right to file a claim for this refund on my own behalf, without the help of an agent. I understand that the agent's fee for the recovery of excess proceeds is 10 % of the amount claimed. My agent is appointed to act on my behalf to claim, receive, and distribute the excess proceeds refund.

I request the refund of excess proceeds be remitted to: **Asset Finders of America, LLC.**, and mailed to: **Asset Finders of America, LLC., 2588 El Camino Real, Suite 340, Carlsbad, CA. 92008**

Witness my hand this 17 day of June, 2013


Rosemary Garcia

14 Napoleon Rd.
Rancho Mirage, CA. 92270
(760) 285-3955

Driver License Number _____, State CA, Expiration Date 12/07/2017

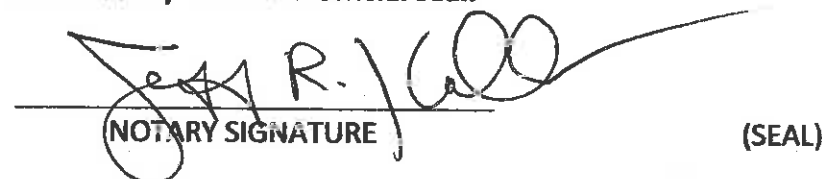
NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On this 17th day of June, 2013, before me, Jeff R. Kallmann, Notary Public, personally appeared Rosemary Garcia who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the STATE OF CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


NOTARY SIGNATURE (SEAL)



Order No. 1092269
Escrow No. 22
Loan No. First American Title Insurance Company

033710
RECEIVED FOR RECORD
AT 8:00AM

T

WHEN RECORDED MAIL TO:

Charles R. Bolton
37621 Melrose Dr.
Cathedral City, Ca. 92234

PAID
Doc. Transfer Tax
Riv. Co. Records

JAN 30 1998

Forwarded to Official Records
of Riverside County, California
Recorder 33
Page 3

SPACE ABOVE THIS LINE FOR RECORDERS USE

641-082-021
TR014-041

**LONG FORM SECURITY (INSTALLMENT) LAND CONTRACT
WITH POWER OF SALE AND ASSIGNMENT OF RENTS**

0110
33/11

NOTE: THE PARTIES HERETO ARE CAUTIONED THAT, BY COMPLETING AND EXECUTING THIS AGREEMENT, LEGAL RIGHTS AND DUTIES ARE CREATED INCLUDING THE TRUSTEE'S NONJUDICIAL POWER OF SALE. THEY ARE ADVISED THAT THE VENDEE HAS NO REDEMPTION RIGHTS UNDER THIS AGREEMENT. THEY ARE FURTHER ADVISED TO SEEK INDEPENDENT LEGAL COUNSEL AS TO ALL MATTERS CONTAINED IN THIS DOCUMENT.

5-692269-3

THIS AGREEMENT, made and entered into this 23rd day of January, 19 98, by and between (Vendor's name) Charles R. Bolton, a single man (hereinafter sometimes referred to as "Vendor"), whose address is 37621 Melrose Drive, Cathedral City, Ca. 92234, and (Vendee's name) Ramiro Garcia and Rosse Mary Garcia, (hereinafter sometimes referred to as "Vendee"), whose address is husband and wife as joint tenants 68725 Ramon Rd. #C, Cathedral City, Ca. 92234 and FIRST AMERICAN TITLE INSURANCE COMPANY (hereinafter sometimes referred to as "Trustee").

In accordance with Section 2924b, Civil Code, request is hereby made by the undersigned Vendor and Vendee that a copy of any Notice of Default and a copy of any Notice of Sale under Deed of Trust recorded 10-7-97 in Book Page Official Records of Riverside County, California, as affecting the property, executed by Charles R. Bolton, a single man as Trustee in which Harold Worthington Jr. is named as Beneficiary, and

The Escrow Connection, a Ca. corporation as Trustee, be mailed to Vendor and Vendee at addresses designated in Paragraph 17 below.

NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

The notice of any default described in Section 2924c, Civil Code, shall consist of the following statement:

NOTICE

You may have the right to cure the default described herein and reinstate this Installment Land Contract. Section 2924c of the Civil Code permits certain defaults to be cured upon the payment of the amounts required by that Section without requiring payment of that portion of principal and interest which would not be due had no default occurred. Where reinstatement is possible if the default is not cured within three months following the recording of this notice, the right of reinstatement will terminate and the property may be sold.

To determine if reinstatement is possible and the amount, if any, necessary to cure the default, contact the Vendor or his successors in interest whose name(s) and address(es) as of the date of this notice are:

MAIL TAX STATEMENTS TO:
Charles R. Bolton
37621 Melrose Dr.
Cathedral City, Ca. 92234

(continued on reverse side)

- d. The balance of said purchase price of \$ 155,000.00 shall be paid by the Vendee to the Vendor and shall bear interest at the rate of 8.5 percent per annum of any balance unpaid. Said sum shall be paid in installments of \$1,500.00 on the 1st day of each and every month commencing March 1, 1998 and continuing thereafter until ~~February 1, 2003~~ ^{February 1, 2003} each payment first to be credited to interest with the balance credited to principal. This agreement will require 5 years and 0 months to complete payment in accordance with its terms. If any installment payment due hereunder is delinquent ten or more days, Vendee agrees to pay the sum of \$5.00 or the equivalent of 5% of the installment due that is applicable to payment of principal and interest, provided that the late payment charge satisfies the requirements of sections 2954.4 and 2954.5 of the California Civil Code. Vendee may prepay all or any portion of balance due Vendor or on any other encumbrance on the property where the terms of such encumbrance so provide.
- e. Additional terms: Vendor shall continue to make payments on underlying loan during the term of this contract.

- f. Tax estimates on which this Contract is based is the tax bill for fiscal year
- g. Vendee agrees to pay: (1) at least ten days before delinquency, all taxes and assessments affecting the property, including assessments on appurtenant water stock; (2) all encumbrances, charges and liens, with interest, on the property or any part thereof when due, which appear to be prior or superior hereto; (3) all allowable expenses of this Agreement.

Should Vendee fail to make any payment or to do any act as herein provided, then Vendor or Trustee, but without any obligation to do so, without notice to or demand upon Vendee and without releasing Vendee from any obligation hereof, may: (1) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Vendor being authorized to enter upon said property for such purposes; (2) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Vendor or Trustee; (3) 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 allowable expenses.

- h. Should Vendor breach this Agreement, Vendee may, without waiving any other rights or remedies, pay and perform such obligations and upon doing so shall be entitled to a like amount as a credit against present and future payments due or to become due to Vendor. Vendee shall also be entitled to interest at the maximum legal rate on all such advances in excess of Vendee's obligations due under this Agreement.
- i. Upon execution or recordation of this Contract, and after a search of the public records and upon fulfillment of any conditions required of Vendor and Vendee, Vendor and Vendee shall obtain policies of title insurance insuring said parties' interests herein from FIRST AMERICAN TITLE INSURANCE COMPANY, with costs to be borne by
- j. If the owners and holders of other encumbrances on the property require that sums be paid into an impound account, Vendee shall pay said sums into said impound account.

POWERS OF TRUSTEE

4. Vendor and Vendee confer upon Trustee the following powers:
- Power to convey to Vendee legal title upon full satisfaction of Vendee's obligation to Vendor and upon instructions from Vendor or his successor in interest.
 - Power to foreclose under power of sale as set forth in Paragraph 6 below, and issue a deed upon foreclosure and sale. Said deed shall convey the property to the Buyer without covenant or warranty, expressed or implied and any recitals contained therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person,

(continued on reverse side)

including Vendor, Vendee or Trustee may purchase at such sale.

- c. In the event of default, the power to prepare and deliver Vendor's statements as required under Paragraph 7 of this Agreement.

POSSESSION

5. Vendee shall be entitled to possession of the property upon execution of this Contract. Vendor's interest in the property is security for payment of balance owed Vendor, and for performance of all terms and conditions to be performed by Vendee. As additional security, Vendee hereby gives to and confers upon Vendor the right, power and authority, during the continuance of this Agreement to collect the rents, issues and profits of the property. Vendee reserves the right, prior to any default by Vendee 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, Vendor may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court of competent jurisdiction, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof.

Vendor may also 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 Vendor may determine. The entering upon and taking possession of the 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.

IN THE EVENT OF DEFAULT

6. Should Vendee fail to perform under terms of this Agreement and thus be in default of any of its provisions including but not limited to payment of any insurance, taxes and indebtedness to Vendor or to prior encumbrancers, Vendor may declare all sums due to and/or advanced by Vendor immediately due and payable to Vendor by delivering to Trustee written declaration of default and demand for sale, and a written notice of default and election to cause to be sold the property. Vendor shall deposit with Trustee this Contract, and all documents evidencing expenditures secured thereby. Trustee shall cause said written notice of default to be filed for record. Trustee shall then proceed to foreclose on the property pursuant to California Civil Code section 2924 et seq, any amendments thereto and the provisions hereinbelow.

Trustee and/or Vendor shall follow all duties required of them as may be required by law for the foreclosure of a deed of trust or mortgage including but not limited to the following:

- a. The Vendor or Trustee shall first file for record in the office of the recorder of each county wherein the property or some part of it is situated, a notice of default, in substantially the same form as contained on Page 1 of this Agreement.
- b. After the lapse of not less than three months from the time the notice of default has been recorded, Vendor, Trustee or any other person authorized to make the sale shall give notice of sale. Said notice of sale must be given at least twenty (20) days before the date of sale by: (1) posting in one public place in the city where the property is to be sold and if not sold in a city in one public place in the judicial district in which the property is to be sold a written notice of the time and place of sale, describing the property to be sold, and (2) publishing a copy thereof once a week for the same period, in some newspaper of general circulation in the city and/or judicial district in which the whole or part of the property is situated, whichever applies. If there is no newspaper of general circulation in the city or judicial district, notice must be published in a newspaper of general circulation in the county in which the whole or a part of the property is situated. The notice shall describe the property by giving its street address or other common designation, if any, and if neither exists, the notice shall contain Vendor's name and address at whose request the sale is to be conducted and a statement that directions may be obtained pursuant to a written request submitted to Vendor within ten (10) days from the first publication of such notice. Directions shall be deemed reasonably sufficient to locate the property if the location of the property is given by reference to the approximate distance from the nearest crossroads, frontage road or access road. If a legal description of the property is given, the validity of the notice and of the sale shall not be affected by the fact that the street address, other common designation, Vendor's name and address or the directions obtained therefrom are erroneous or have been omitted.
- c. Any person desiring a copy of any notice of default or sale under this Contract may, at any time subsequent to recordation of the Contract and prior to the recordation of notice of default, cause to be filed for record in the office of the recorder of any county in which any part or parcel of the property is situated, a duly acknowledged request for a copy of any such notice of default and of sale. This request shall be signed and acknowledged by the person making the request specifying the name and address of the person to whom notice is to be mailed, shall identify the Contract by stating the name of the parties thereto, date of recordation thereof and book and page where the

(continued on next page)

same is recorded or the recorder's number and shall be in substantially the form set out in Civil Code section 2224b.

d. Vendor, Trustee or any other person authorized to record the notice of default shall:

- (1) within ten (10) days following such recordation, deposit or cause to be deposited in the United States mail an envelope, registered or certified with postage prepaid, containing a copy of such notice with the recording date shown thereon addressed to each person whose name and address is set forth in a duly recorded request therefor, directed to the address designated in such request;
- (2) at least twenty (20) days before the date of sale, deposit or cause to be deposited in the United States mail an envelope, registered or certified with postage prepaid, containing a copy of the notice of the time and place of sale, addressed to each person whose name and address is set forth in a duly recorded request therefor, directed to the address designated in such request;
- (3) within one month following recordation of such notice of default, deposit or cause to be deposited in the United States mail an envelope, registered or certified with postage prepaid containing a copy of such notice with the recording date shown thereon, addressed to each person set forth below provided that: (a) the estate or interest of any person entitled to receive notice under this subsection is acquired by an instrument sufficient to impart constructive notice of such estate or interest which is being foreclosed; (b) such estate or interest is recorded so as to impart constructive notice prior to the date the notice of default was recorded; (c) such instrument as recorded sets forth a mailing address which the county recorder shall use, as instructed within the instrument for the return of such instrument after recording, and which address shall be the address used for the purposes of mailing notices herein. The persons to whom such notice shall be mailed under this subsection (3) are: (a) Vendee's successor(s) in interest as of the recording date of the notice of default; (b) the beneficiary, mortgagee, vendee or lessee and his assignees of any lien recorded subsequent to the foreclosure under the terms of the Contract or recorded prior to or concurrently with the foreclosure under the terms of the Contract but subject to a recorded agreement or a recorded statement of subordination to this foreclosure under the terms of the Contract; (c) the Controller where a lien for postponed property taxes has been recorded against the property as of the recording date of the notice of default;
- (4) at least twenty (20) days before the date of sale, deposit or cause to be deposited in the United States mail, an envelope, registered or certified with postage prepaid, containing a copy of the notice of the time and place of sale addressed to each person to whom a copy of the notice of default is to be mailed as provided in subsection (3) above.

- e. The sale of the property under the power of sale contained in this Contract shall be held in the county where the property or a part thereof is situated, and shall be made at auction, to the highest bidder, between the hours of 9 in the morning and 5 in the afternoon. When the property consists of several lots or parcels they may be sold separately; when a portion of the property is claimed by a third person, and he requires it sold separately, this may be done. Vendee may direct the order in which the property shall be sold if the lots or parcels may be sold to advantage separately. After sufficient property has been sold to satisfy the indebtedness no more can be sold. If the property is in two or more counties, the auction may take place in any one of those counties. There may be a postponement of the sale proceedings at any time prior to the completion of the sale at Trustee's discretion or Vendor's instruction. The notice of each postponement shall be given by public declaration by Trustee at the time and place last appointed for sale. Such public declaration shall set forth the new date, time, and place of sale, which place of sale shall be the same place as originally fixed by Trustee for the sale. No other notice of postponement need be given.
- f. Each and every bid made by a bidder at a Trustee's Sale pursuant to the power of sale contained in this Contract shall be deemed to be an irrevocable offer by that bidder to purchase the property being sold. Any subsequent bid by the same or another bidder for a higher bid cancels out the prior bid.
- g. At the Trustee's Sale, Trustee shall have the right: (1) to require every bidder to show evidence of his ability to deposit with Trustee the full amount of his final bid in cash, or its equivalent satisfactory to Trustee, prior to and as a condition to the recognition of such bid, and to conditionally accept and hold these amounts for the duration of the sale, and (2) to require the last and highest bidder to deposit, if he has not already done so, the full amount of his final bid in cash, or its equivalent satisfactory to Trustee, immediately prior to the sale's completion, its completion being announced by the fall of the hammer or in another customary manner. Vendor shall have the right to offset his bid(s) only to the extent of the total amount due him including the trustee's fees and expenses.
- h. If Trustee has not required the last and highest bidder to deposit the cash or equivalent in the manner set forth in (g) above, Trustee shall complete the sale. If said bidder refuses to deliver the amount of his final bid in cash or its equivalent when demanded to do so by Trustee, the bidder shall be liable to Trustee for all damages which Trustee may sustain by the refusal of bidder to deliver to Trustee the amount of the final bid, including any court

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costs and reasonable attorney's fees. If the last and final bidder willfully fails to deliver to Trustee the amount of his final bid in cash or its equivalent, the bidder shall be guilty of a misdemeanor punishable by a fine of not more than two thousand five hundred dollars (\$2,500). Any postponement or discontinuance of the sale proceedings shall be a cancellation of the last bid.

- i. After deducting all costs, fees and expenses of Trustee and of this Contract, including the cost of evidence of title in connection with sale, Trustee shall apply the proceeds of the sale to the payment of: (1) 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; (2) all other sums then secured hereby; and (3) the remainder, if any, to the person or persons legally entitled thereto.
- j. Vendor and Vendee lose all respective rights, title and interests in the property sold by Trustee's Sale, when the Trustee's Deed, subsequent to the notice of default and the exercise of Vendor's power of sale, is executed in favor of the purchaser or purchasers at the sale.
- k. No delinquency judgment shall lie in any event after the sale of the property under Trustee's power of sale pursuant to the terms of this Contract.

VENDOR'S STATEMENT

- 7. The Vendor or his authorized agent shall, on the written demand of the Vendee or authorized agent, made at any time before, or within ninety days after, the recording of a notice of default under this Contract, if the power of sale herein is to be exercised, or otherwise made more than 30 days prior to entry of the decree of foreclosure, and upon the payment of \$15.00 or such other amount authorized by law, prepare and deliver to the person demanding it, a written statement showing:
 - a. The amount of the unpaid balance of the obligation secured by this Contract and the interest rate together with the total amounts, if any, of all overdue installments of either principal or interest, or both.
 - b. The amounts of periodic payments, if any.
 - c. The date on which the obligation is due in whole or in part.
 - d. The date to which real estate taxes and special assessments have been paid to the extent such information is known to the lender.
 - e. The amount of hazard insurance in effect and the term and premium of such insurance to the extent such information is known to the lender.
 - f. The amount in an account, if any, maintained for the accumulation of funds with which to pay taxes and insurance premiums.
 - g. The nature, and, if known, the amount of any additional charges, costs or expenses paid or incurred by the Vendor which have become a lien on the property as part of the obligation secured hereby.

SUBSTITUTION OF TRUSTEE

- 8. Vendor, or any successor in ownership of any indebtedness secured hereby, may from time to time, by written instrument, substitute a successor or successors to any trustee named herein or acting hereunder, which instrument, executed by the Vendor and duly acknowledged and recorded in the office of the recorder of the county or counties where the property is situated, shall be conclusive proof of proper substitution of such successor trustee or trustees, who shall, without conveyance from the predecessor trustee, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Vendee, Trustee and Vendor, hereunder, the name and address of the new trustee, and if the Contract has been recorded, the book and page in which it can be found and/or instrument number under which it has been recorded.

DEFENSE OF ACTIONS

- 9. Vendee shall appear in and defend Vendor or Trustee in any action or proceeding purporting to affect the security hereof or the rights or powers of Vendor or Trustee.

DELIVERY OF DEED UPON VENDEE'S PERFORMANCE

- 10. Trustee or Vendor's written instruction and conveyance shall deliver to Vendee a deed to the property as hereinabove provided for, conveying to Vendee Vendor's and Trustee's interest in the property which Vendor and Trustee hold pursuant to this Agreement at such time as Vendee has paid to Vendor, as hereinabove provided, the entire balance due directly to Vendor under the provisions of Paragraph 3(d) above.

TAXES

- 11. Vendee hereby assumes and agrees to pay before delinquency any and all taxes and assessments hereafter falling due on the property. If Vendee shall fail to pay any of said taxes or assessments on or before the due date thereof, Vendor may, at his option, declare a default under this Agreement or may pay said taxes and assessments and add

(continued on next page)

any amounts so paid to the balance due Vendor under the terms of this Agreement. Any sums so paid by Vendor and added to the balance due under this Agreement, shall bear interest at the rate provided herein or the maximum interest rate provided by law, whichever is greater, until the same has been paid in full.

INSURANCE

12. Vendee further agrees that from and after the time Vendee assumes possession of the property, and until such time as all balances due to Vendor have been paid, Vendor: (1) shall provide, maintain and deliver to Vendor fire insurance satisfactory to and with loss payable to Vendor. The amount collected under any fire or other insurance policy may be applied by Vendor upon any indebtedness secured hereby and in such order as Vendor may determine, or at the option of Vendor, the entire amount so collected or any part thereof may be released to Vendee. 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; and (2) shall provide public liability insurance on the property in reasonable amounts for the protection of all parties hereto. Vendee agrees to pay all of the premiums therefor and to deliver copies of all policies and renewals thereof to Vendor. In the event Vendee fails to provide such insurance or upon cancellation of such insurance, Vendor may obtain the insurance required by this paragraph and add to the balance due under this Agreement the amount of any premium thereof. Such added sum shall bear interest at the rate provided in Paragraph 11 above.

MAINTENANCE

13. Vendee further agrees, until the purchase price hereof has been paid, to maintain all buildings and improvements now or hereafter placed on the property in a good and habitable state of repair to maintain the value thereof and to pay when due all claims for labor performed and materials furnished therefor.

TIME

14. Time is of the essence of this Agreement.

ATTORNEYS FEES

15. If any party to this Agreement or any assignee of any party hereunder shall bring an action in any court of competent jurisdiction to enforce any covenant of this Agreement, including any action to collect any payment required hereunder, or to quiet his title against the other party to this Agreement, it is hereby mutually agreed that the prevailing party shall be entitled to reasonable attorney's fees and all costs and expenses in connection with said action, which sums shall be included in any judgment or decree entered in such action in favor of the prevailing party.

BINDING EFFECT

16. This Agreement binds the parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

NOTICES AND REQUEST FOR NOTICE

17. Notices required or permitted under this Agreement shall be binding if delivered personally to party sought to be served or if mailed by registered or certified mail, postage prepaid in the United States mail to the following:

Vendor: Charles R. Bolton
37621 Melrose Dr.
Cathedral City, Ca. 92234

Vendee: Ramiro Garcia and Rosse Mary Garcia
12635 Palm Dr.
Desert Hot Springs, Ca. 92240

Trustee: First American Title Insurance Company
114 East Fifth Street
Santa Ana, California 92701

Vendor and Vendee hereby request that notice of default and notice of sale hereunder be mailed to them at the above addresses.

CONSTRUCTION

18. All words used in this Agreement, including the words "Vendor" and "Vendee" shall be construed to include the plural as well as the singular number; words used herein in the present tense shall include the future as well as the present; words used in the masculine gender shall include the feminine and neuter gender.

(continued on reverse side)

Any clause in this Agreement that requires one or both of the parties' instruction to Trustee, may be satisfied by such parties' heirs, devisees, administrators, executors, successors or assigns' instruction to Trustee.

Each heading used in this Agreement is included for the convenience of the parties hereto and should not in any way be interpreted as a summary of any provision contained in the body of this Agreement.

In the event that any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

EXECUTION

19. This Agreement shall be executed in duplicate.

OTHER PROVISIONS

20.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the date first above written.

Charles R. Bolton
Charles R. Bolton
Vendor(s)

Ramiro Garcia Rosa Mary Garcia
Ramiro Garcia Rosa Mary Garcia
Vendee(s)

NOTE: THE PARTIES HERETO ARE CAUTIONED THAT, BY COMPLETING AND EXECUTING THIS AGREEMENT, LEGAL RIGHTS AND DUTIES ARE CREATED INCLUDING THE TRUSTEE'S NONJUDICIAL POWER OF SALE. THEY ARE ADVISED THAT THE VENDEE HAS NO REDEMPTION RIGHTS UNDER THIS AGREEMENT. THEY ARE FURTHER ADVISED TO SEEK INDEPENDENT LEGAL COUNSEL AS TO ALL MATTERS CONTAINED IN THIS DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF Riverside) ss.
On January 27, 1998 before me,
Kathy Kleindienst
personally appeared Charles R. Bolton

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 Kathy Kleindienst



(This area for official notarial seal)

STATE OF CALIFORNIA)
COUNTY OF Riverside) ss.
On January 28, 1998 before me,
Kathy Kleindienst
personally appeared Ramiro Garcia and Rosa Mary 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/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 Kathy Kleindienst



(This area for official notarial seal)

RECORDING REQUESTED BY:

PETTERSEN & BARK
AND WHEN RECORDED RETURN TO:

c/o PETTERSEN & BARK
1620 Union Street
San Diego, CA 92101

LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That, I, Rosemary Garcia the undersigned (jointly and severally if more than one, hereinafter collectively "principal"), hereby make, constitute and appoint Asset Finders Of America, LLC., principal's true and lawful attorney to act for principal and in principal's name, place and stead and for principal's use and benefit:

- (a) To receive, hold and negotiate any check drawn in favor of principal. (This power is given solely in connection with the efforts of Asset Finders of America, LLC to recover unclaimed funds on behalf of principal.)
- (b) To request and receive from the appropriate County Recorder, any vital records such as birth, death, and marriage certificates that may be required documentation for the purposes of claiming and recovering any unclaimed funds on behalf of the principal.

Principal hereby grants to said attorney in fact full power and authority to do and perform each and every act and thing which may be necessary, or convenient, in connection with any of the foregoing, as fully, to all intents and purposes, as principal might or could do if personally present, hereby ratifying and confirming all that our said attorney in fact shall lawfully do or cause to be done by authority hereof.

This Limited Power of Attorney shall be in effect as of the date it is signed by the principal in the presence of a notary public, and shall terminate upon final settlement of the unclaimed funds by the agency holding such funds.

WITNESS my hand this 17 day of June, 2013.

PRINCIPLE SIGNATURE: *Rosemary Garcia*
Rosemary Garcia

NOTARY ACKNOWLEDGEMENT

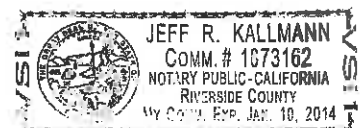
STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On June 17, 2013, before me, Jeff R. Kallmann, Notary Public, personally appeared Rosemary Garcia who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY SIGNATURE: *Jeff R. Kallmann* (SEAL)



DECLARATION OF ONE AND THE SAME PERSON

I, Rosemary Garcia, do hereby declare the following:

1. I am over the age of 18 and a resident of Rancho Mirage, CA. The facts set forth herein are true of my own personal knowledge. If called to testify as a witness in a judicial proceeding, I could, and would testify truthfully and competently thereto.
2. I am one and the same person as Rosemary Garcia as shown on my California Driver License
3. I am one and the same as the Rosse Mary Garcia, also referred to as "Vendee", as shown on Long Form Security (Installment) Land Contract with Power of Sale and Assignment of Rents, Document 033710, Assessor's Parcel number 641-082-021-8, recorded in Riverside County, the State of California on Jan 30 1998.
4. I am the one and same person as Rosse Mary Garcia and Rosemary Garcia.
5. I am one and the same person who as Rosemary Garcia, who signed an Authorization for Agent to Collect Excess Proceeds with Asset Finders of America, LLC., for Riverside County Assessor Parcel Number 641-082-021-8, on June 17 /2013.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 17 day of June, 2013, at Rancho Mirage, CA.



Rosemary Garcia

NOTARY ACKNOWLEDGEMENT

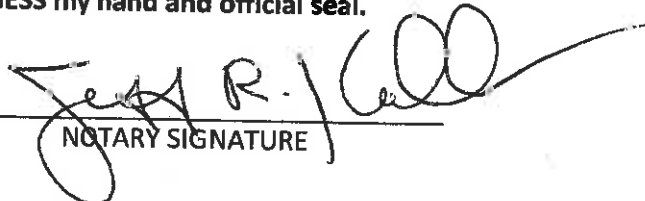
STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE)

On this 17th day, of June, 2013, before me, Jeff R. Kallmann, Notary Public, personally appeared Rosemary Garcia who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



NOTARY SIGNATURE

(SEAL)



EP 194-115

FOUND EXTRA MONEY, LLC

UNCLAIMED MONEY CONSULTANTS

WWW.FoundExtraMoney.com

Email: Richard@foundextramoney.com

LAS VEGAS OFFICE:

8022 S. Rainbow Blvd. #362
Las Vegas, NV 89139
Toll Free: (888) 867-4785
Fax No: (702) 331-4992

LOS ANGELES OFFICE

9420 Reseda Blvd. #830
Northridge, CA 91324
Toll Free: (888) 867-4785
Fax No.: (818) 701-7184

PLEASE REPLY TO LOS ANGELES OFFICE

March 25, 2014

Mr. Don Kent
Riverside County Treasurer-Tax Collector
P.O. Box 12005
Riverside, CA 92502

RE: Excess Proceeds Claim: Parcel Number 641—082-021-8 (12635 Palm Dr., Desert Hot Springs, CA 92240)

Sale Date: 02/04/2013

Recorded Date: 04/01/2013

Claimant: RAMIRO AND ROSE MARY GARCIA—90% of \$18,000.00 = \$16,200.00

Claimant: FOUND EXTRA MONEY, LLC ("FEM, LLC")—10% of \$18,000.00 = \$1,800.00

Total Amount of Excess Proceeds: approximately \$18,000.00

Dear Mr. Kent:

Enclosed for your reference, please find the following documents in support of our claim(s) for the excess proceeds resulting from the tax sale of the above-referenced property at the Tax Collector's Public Tax Auction held on February 2, 2013:

1. Copy of the Long Form Security (Installment) Land Contract recorded on January 30, 1988 showing the RAMIRO GARCIA and ROSE MARY GARCIA as Vendee's of **all** of the property referenced by the above mentioned APN , and as indicated on page 2 of the Contract (8 pages);
2. County of Riverside, Office of the Treasurer-Tax Collector Sale of Tax-Defaulted Property (Sale #TC194) on January 31, 2013 thru February 4, 2013, showing the above referenced parcel to be Item# 115 on the sale list (1 page);

3. Property Report showing the legal description of the property, and RAMIRO GARCIA and ROSE MARY GARCIA as having been sellers of the property at the time of the Public Auction which was recorded on 04/01/2013. Also, please refer to Page 1 of the Land Contract as indicated in Item #1 showing Charles R. Bolton as Vendor (3 pages);
4. Riverside County Claim for Excess Proceeds from the Sale of Tax-Defaulted Property signed by RAMIRO GARCIA and ROSE MARY GARCIA on March 21, 2014 (1 page);
5. Authorization and Fee Agreement signed separately by RAMIRO GARCIA and ROSE MARY GARCIA on 03/21/2014 and FEM, LLC signed on 03/24/2014 to pay 10% of the amount to FEM, LLC (2 pages);
6. Notarized Assignment of Right to Collect Excess Proceeds to Found Extra Money, LLC, signed by RAMIRO GARCIA and ROSE MARY GARCIA on 03/21/2014, and by DENNIS A. MURKEY, Manager for Found Extra Money, LLC on 03/24/2014 (1 page).

Pursuant to California Courts of Appeals case law and statutory authority you must recognize that our rights, as an assignee, must be protected in any distribution of proceeds by issuing of a separate draft in the name of Found Extra Money, LLC. (*Marion Drive, LLC v. Saladino* (2006) 136 Cal.App.4th 1432, 1437; *Fjaeran v. Board of Supervisors* (1989) 210 Cal.App.3d 434,442; CA Rev. & Tax Code Sec. 4675, subd (e) (2). Assignments are permitted (Section 4675, subd. (b));

7. Riverside County Claim for Excess Proceeds from the Sale of Tax - Defaulted Property signed by FEM, LLC on March 24, 2014 (1 page);
8. A valid photo ID for RAMIRO GARCIA and ROSE MARY GARCIA along with a copy of their Social Security cards (2 pages);
9. A completed and signed W-9 Form by RAMIRO GARCIA and ROSE MARY GARCIA dated 03/21/2014 (2 pages);
10. A completed and signed W-9 Form by Found Extra Money, LLC dated 03/24/2014 (1 page);

11. Notarized Limited Power of Attorney authorizing Found Extra Money, LLC to represent RAMIRO GARCIA and ROSE MARY GARCIA as true and lawful attorney to do all things with regard to the collection of excess proceeds, and signed by RAMIRO GARCIA and ROSE MARY GARCIA on March 21, 2014 (1 page)

Please issue separate checks as follow:

RAMIRO GARCIA and ROSE MARY GARCIA—90% = \$16,200.00
FOUND EXTRA MONEY, LLC—10% = \$1,800.00

Mail to:

Found Extra Money, LLC
9420 Reseda Blvd., #830
Northridge, CA 91324

If you have any questions regarding the above, please do not hesitate to contact me at 888-867-4785.

Thank you.

Sincerely,



Dennis A. Murkey
FEM, LLC

①

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

RECEIVED

To: Don Kent, Treasurer-Tax Collector

2014 APR -1 AM 7:01

Re: Claim for Excess Proceeds

RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

TC 194 Item 115 Assessment No.: 641082021-8

Assessee: GARCIA, RAMIRO VDE & ROSSE MARY VDE & BOLTON, CHARLES R TR

Situs: 12635 PALM DR, DESERT HOT SPRINGS CA 92240

Date Sold: February 4, 2013

Date Deed to Purchaser Recorded: April 1, 2013

Final Date to Submit Claim: April 1, 2014

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$~~18,000.00~~ from the sale of the above mentioned real property. I/We were the lienholder(s), ASSIGNEE 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. 2013-0154726; recorded on 04/01/2013. A copy of this document is attached here to. 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.

ASSIGNMENT OF RIGHTS TO COLLECT EXCESS PROCEEDS

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

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

Executed this 24th day of MARCH, 2014 at LOS ANGELES, CA
County, State

Dennis A. Murkey, Manager
Signature of Claimant

Signature of Claimant

FOUND EXTRA MONEY, LLC

DENNIS A. MURKEY
Print Name

Print Name

9420 RESEDA BLVD., #830
Street Address

Street Address

NORRIDGE, CA 91324
City, State, Zip

City, State, Zip

(888) 867-4785
Phone Number

Phone Number

4

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

RECEIVED

2014 APR -1 AM 7:01

RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 194 Item 115 Assessment No.: 641082021-8

Assessee: GARCIA, RAMIRO VDE & ROSSE MARY VDE & BOLTON, CHARLES R TR

Situs: 12635 PALM DR, DESERT HOT SPRINGS CA 92240

Date Sold: February 4, 2013

Date Deed to Purchaser Recorded: April 1, 2013

Final Date to Submit Claim: April 1, 2014

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$18,000.00 (P. 2013-0159728) 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. 2013-0159728; recorded on 04/01/2013. A copy of this document is attached here to. 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.

GRANT DEED AS VENDOR

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 21 day of MARCH, 2014 at Riverside, Ca
County, State

Ramiro Garcia
Signature of Claimant

Rose Mary Garcia
Signature of Claimant

RAMIRO GARCIA
Print Name

ROSE MARY GARCIA
Print Name

31760 AVENIDA VALDEZ
Street Address

31760 AVENIDA VALDEZ
Street Address

CATHEDRAL CITY, CA 92234
City, State, Zip

CATHEDRAL CITY, CA 92234
City, State, Zip

(760) 285-3955
Phone Number

(760) 285-3955
Phone Number

ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

6

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the assignor's claim as a "party of interest" must be provided at the time this document is filed with the Treasurer-Tax Collector. PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS.

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby assign to FOUNDED MONEY, LLC my right to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 41-092-021 sold at public auction on 2/4/2013. I understand that the total of excess proceeds available for refund is \$19,000.00 (US\$) and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VALUABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning.

Ramiro Garcia
(Signature of Party of Interest/Assignor)

RAMIRO + Rose Mary Garcia
(Name Printed)

31760 Avenida Valdez
(Address)

STATE OF CALIFORNIA)
COUNTY OF Riverside)ss.

CATHEDRAL CITY, CA 92234
(City/State/Zip)

(760) 285-3955
(Area Code/Telephone Number)

On March 21, 2014, before me, J. Stange, Notary Public, personally appeared Ramiro Garcia and Rosemary Garcia, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

J. Stange
(Signature of Notary)



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

Dennis A. Murkey
(Signature of Assignee)

DENNIS A. MURKEY, MANAGER, FOUNDED MONEY, LLC
(Name Printed)

9420 Reseda Blvd., #830
(Address)

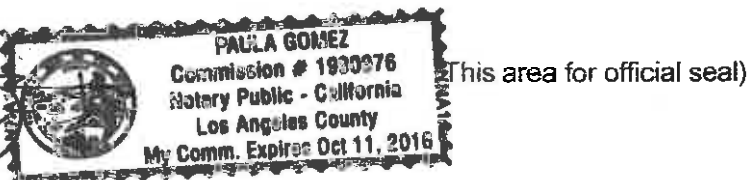
STATE OF CALIFORNIA)
COUNTY OF Los Angeles)ss.

Northridge, CA 91324
(City/State/Zip)

On 3-24-2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Dennis A. Murkey, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Paula Gomez
(Signature of Notary)



①

COMM-F-100

Order No. 2092269
Escrow No. 2092269
Loan No. First American Title Insurance Company

Recording Requested By

033710
RECEIVED FOR RECORD
AT 8:00AM

WHEN RECORDED MAIL TO:

Charles R. Bolton
37621 Melrose Dr.
Cathedral City, Ca. 92234

PAID
Doc. Transfer Tax
Riv. Co. Record

RECORDED IN OFFICIAL RECORDS
OF RIVERSIDE COUNTY, CALIFORNIA
Recorder 33
Fee \$

JAN 30 1998

SPACE ABOVE THIS LINE FOR RECORDER'S USE

641-082-021
TRA014-041

**LONG FORM SECURITY (INSTALLMENT) LAND CONTRACT
WITH POWER OF SALE AND ASSIGNMENT OF RENTS**

01110

NOTE: THE PARTIES HERETO ARE CAUTIONED THAT, BY COMPLETING AND EXECUTING THIS AGREEMENT, LEGAL RIGHTS AND DUTIES ARE CREATED INCLUDING THE TRUSTEE'S NONJUDICIAL POWER OF SALE. THEY ARE ADVISED THAT THE VENDEE HAS NO REDEMPTION RIGHTS UNDER THIS AGREEMENT. THEY ARE FURTHER ADVISED TO SEEK INDEPENDENT LEGAL COUNSEL AS TO ALL MATTERS CONTAINED IN THIS DOCUMENT.

5-692269

THIS AGREEMENT, made and entered into this 23rd day of January, 19 98, by and between (Vendor's name) Charles R. Bolton, a single man (hereinafter sometimes referred to as "Vendor"), whose address is 37621 Melrose Drive, Cathedral City, Ca. 92234, and (Vendee's name) Ramiro Garcia and Rosse Mary Garcia, (hereinafter sometimes referred to as "Vendee"), husband and wife as joint tenants, whose address is 68725 Ramon Rd. #C, Cathedral City, Ca. 92234 and FIRST AMERICAN TITLE INSURANCE COMPANY (hereinafter sometimes referred to as "Trustee").

1 30 98

In accordance with Section 2924b, Civil Code, request is hereby made by the undersigned Vendor and Vendee that a copy of any Notice of Default and a copy of any Notice of Sale under Deed of Trust recorded 10-7-97 in Book Page Official Records of Riverside County, California, as affecting the property, executed by Charles R. Bolton, a single man as Trustor in which Harold Wornington Jr. is named as Beneficiary, and The Escrow Connection, a Ca. corporation as Trustee, be mailed to Vendor and Vendee at addresses designated in Paragraph 17 below.

NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

SECURITY UNION TITLE INS. CO.
ACCORDANCE DIVISION
9114 Norwalk Boulevard, Suite 200
San Francisco, CA 94670

The notice of any default described in Section 2924c, Civil Code, shall consist of the following statement:

NOTICE

You may have the right to cure the default described herein and reinstate this Installment Land Contract. Section 2924c of the Civil Code permits certain defaults to be cured upon the payment of the amounts required by that Section, without requiring payment of that portion of principal interest which would not be due had no default occurred. When you receive this notice of the default, send a written letter to the following address, stating that you intend to cure the default and the property may be sold.

The person to whom you should send the letter is the person named in the notice of default, or the person named in the notice of default with an address and address on us of the title of this document.

MAIL TAX STATEMENTS TO:
Charles R. Bolton
37621 Melrose Dr.
Cathedral City, Ca. 92234

(continued on reverse side)

RIVERSIDE

COMMUNITY TITLE INS.

1 30 98

COMMUNITY TITLE INS. CO.
MORTGAGE SERVICES DIVISION
1914 Norwalk Boulevard, Suite 200
San Jose, CA 95128

RIVERSIDE

- d. The balance of said purchase price of \$ 155,000.00 shall be paid by the Vendee to the Vendor and shall bear interest at the rate of 8.5 percent per annum of any balance unpaid. Said sum shall be paid in installments of \$1,500.00 on the 1st day of each and every month commencing March 1, 1998 and continuing thereafter until said sum is paid in full. Each payment first to be credited to interest with the balance credited to principal. This agreement will require 5 years and 0 months to complete payment in accordance with its terms. If any installment payment due hereunder is delinquent ten or more days, Vendee agrees to pay the sum of \$5.00 or the equivalent of 6% of the installment due that is applicable to payment of principal and interest, provided that the late payment charge satisfies the requirements of sections 2954.4 and 2954.5 of the California Civil Code. Vendee may prepay all or any portion of balance due Vendor or on any other encumbrance on the property where the terms of such encumbrance so provide.
- e. Additional terms Vendor shall continue to make payments on underlying loan during the term of this contract.

- f. Tax estimates on which this Contract is based is the tax bill for fiscal year
- g. Vendee agrees to pay: (1) at least ten days before delinquency, all taxes and assessments affecting the property, including assessments on appurtenant water stock; (2) all encumbrances, charges and liens, with interest, on the property or any part thereof when due, which appear to be prior or superior hereto; (3) all allowable expenses of this Agreement.

Should Vendee fail to make any payment or to do any act as herein provided, then Vendor or Trustee, but without any obligation to do so, without notice to or demand upon Vendee and without releasing Vendee from any obligation hereof, may (1) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Vendor being authorized to enter upon said property for such purposes; (2) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Vendor or Trustee; (3) 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 allowable expenses.
- h. Should Vendor breach this Agreement, Vendee may, without waiving any other rights or remedies, pay and perform such obligations and upon doing so shall be entitled to a like amount as a credit against present and future payments due or to become due to Vendor. Vendee shall also be entitled to interest at the maximum legal rate on all such advances in excess of Vendee's obligations due under this Agreement.
- i. Upon execution or recordation of this Contract, and after a search of the public records and upon fulfillment of any conditions required of Vendor and Vendee, Vendor and Vendee shall obtain policies of title insurance insuring said parties' interests herein from FIRST AMERICAN TITLE INSURANCE COMPANY, with costs to be borne by
- j. If the owners and holders of other encumbrances on the property require that sums be paid into an impound account, Vendee shall pay said sums into said impound account.

POWERS OF TRUSTEE

- 4. Vendor and Vendee confer upon Trustee the following powers:
 - a. Power to convey to Vendee legal title upon full satisfaction of Vendee's obligation to Vendor and upon instructions from Vendor or his successor in interest
 - b. Power to foreclose under power of sale as set forth in Paragraph 6 below and issue a deed upon foreclosure and sale. Said deed shall convey the property to the Buyer without covenant or warranty, expressed or implied and any recitals contained therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person,

(continued on reverse side)

1998 1 30 98

COMMERCIAL

1 30 98

RECORDER'S DIVISION
9114 Norwalk Boulevard, Suite 200
Santa Fe Springs, CA 90670

RIVERSIDE

including Vendor, Vendee or Trustee may purchase at such sale.

- c. In the event of default, the power to prepare and deliver Vendors statements as required under Paragraph 7 of this Agreement.

POSSESSION

- 5. Vendee shall be entitled to possession of the property upon execution of this Contract. Vendor's interest in the property is security for payment of balance owed Vendor, and for performance of all terms and conditions to be performed by Vendee. As additional security, Vendee hereby gives to and confers upon Vendor the right, power and authority, during the continuance of this Agreement to collect the rents, issues and profits of the property. Vendee reserves the right, prior to any default by Vendee 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, Vendor may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court of competent jurisdiction, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof.

Vendor may also 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 Vendor may determine. The entering upon and taking possession of the 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.

IN THE EVENT OF DEFAULT

- 6. Should Vendee fail to perform under terms of this Agreement and thus be in default of any of its provisions including but not limited to payment of any insurance, taxes and indebtedness to Vendor or to prior encumbrancers, Vendor may declare all sums due to and/or advanced by Vendor immediately due and payable to Vendor by delivering to Trustee written declaration of default and demand for sale, and a written notice of default and election to cause to be sold the property. Vendor shall deposit with Trustee this Contract, and all documents evidencing expenditures secured thereby. Trustee shall cause said written notice of default to be filed for record. Trustee shall then proceed to foreclose on the property pursuant to California Civil Code section 2924 et seq, any amendments thereto and the provisions hereinafter.

Trustee and/or Vendor shall follow all duties required of them as may be required by law for the foreclosure of a deed of trust or mortgage including but not limited to the following.

- a. The Vendor or Trustee shall first file for record in the office of the recorder of each county wherein the property or some part of it is situated, a notice of default, in substantially the same form as contained on Page 1 of this Agreement
- b. After the lapse of not less than three months from the time the notice of default has been recorded, Vendor, Trustee or any other person authorized to make the sale shall give notice of sale. Said notice of sale must be given at least twenty (20) days before the date of sale by (1) posting in one public place in the city where the property is to be sold and if not sold in a city in one public place in the judicial district in which the property is to be sold a written notice of the time and place of sale, describing the property to be sold, and (2) publishing a copy thereof once a week for the same period, in some newspaper of general circulation in the city and/or judicial district in which the whole or part of the property is situated, whichever applies. If there is no newspaper of general circulation in the city or judicial district notice must be published in a newspaper of general circulation in the county in which the whole or a part of the property is situated. The notice shall describe the property by giving its street address or other common designation if any, and if neither exists, the notice shall contain Vendor's name and address at whose request the sale is to be conducted and a statement that directions may be obtained pursuant to a written request submitted to Vendor within ten (10) days from the first publication of such notice. Directions shall be deemed reasonably sufficient to locate the property if the location of the property is given by reference to the approximate distance from the nearest crossroads, frontage road or access road. If a legal description of the property is given, the validity of the notice and of the sale shall not be affected by the fact that the street address, other common designation, Vendor's name and address or the directions obtained therefrom are erroneous or have been omitted.
- c. Any person desiring a copy of any notice of default or sale under this Contract may, at any time subsequent to recording of the Contract and prior to the recording of notice of default, cause to be filed for record in the office of the recorder of any county in which any part or parcel of the property is situated, a duly acknowledged request for a copy of any such notice of default and of sale. This request shall be signed and acknowledged by the person making the request specifying the name and address of the person to whom notice is to be mailed, shall identify the Contract by stating the name of the parties thereto, date of recording thereof and book and page where the

(continued on next page)

COMMERCIAL

1 30 98

WATERBURY'S DIVISION
1114 Norwalk Boulevard, Suite 200
Santa Fe Springs, CA 90670

RIVERSIDE

same is recorded or the recorder's number and shall be in substantially the form set out in Civil Code section 2924b

d Vendor, Trustee or any other person authorized to record the notice of default shall:

- (1) within ten (10) days following such recordation, deposit or cause to be deposited in the United States mail an envelope, registered or certified with postage prepaid, containing a copy of such notice with the recording date shown thereon addressed to each person whose name and address is set forth in a duly recorded request therefor directed to the address designated in such request.
- (2) at least twenty (20) days before the date of sale, deposit or cause to be deposited in the United States mail an envelope, registered or certified with postage prepaid, containing a copy of the notice of the time and place of sale, addressed to each person whose name and address is set forth in a duly recorded request therefor directed to the address designated in such request.
- (3) within one month following recordation of such notice of default, deposit or cause to be deposited in the United States mail an envelope, registered or certified with postage prepaid containing a copy of such notice with the recording date shown thereon, addressed to each person set forth below provided that:
 - (a) The estate or interest of any person entitled to receive notice under this subsection is acquired by an instrument sufficient in part to establish notice of such estate or interest which is being foreclosed; to such estate or interest, so as to be so as to impart constructive notice to the date the notice of default was recorded; such instrument as recorded sets forth the recording date of the instrument and the date of default; and the instrument is returned to the recorder of the county in which the instrument is recorded, and the address of the recorder is set forth in the instrument; and
 - (b) The person who is the grantor of the instrument under the instrument is the person who is the grantor of the instrument under the instrument; and
 - (c) The person who is the grantor of the instrument under the instrument is the person who is the grantor of the instrument; and
 - (d) The person who is the grantor of the instrument under the instrument is the person who is the grantor of the instrument; and
 - (e) The person who is the grantor of the instrument under the instrument is the person who is the grantor of the instrument; and
 - (f) The person who is the grantor of the instrument under the instrument is the person who is the grantor of the instrument; and
 - (g) The person who is the grantor of the instrument under the instrument is the person who is the grantor of the instrument; and
 - (h) The person who is the grantor of the instrument under the instrument is the person who is the grantor of the instrument; and
 - (i) The person who is the grantor of the instrument under the instrument is the person who is the grantor of the instrument; and
 - (j) The person who is the grantor of the instrument under the instrument is the person who is the grantor of the instrument; and
 - (k) The person who is the grantor of the instrument under the instrument is the person who is the grantor of the instrument; and
 - (l) The person who is the grantor of the instrument under the instrument is the person who is the grantor of the instrument; and
 - (m) The person who is the grantor of the instrument under the instrument is the person who is the grantor of the instrument; and
 - (n) The person who is the grantor of the instrument under the instrument is the person who is the grantor of the instrument; and
 - (o) The person who is the grantor of the instrument under the instrument is the person who is the grantor of the instrument; and
 - (p) The person who is the grantor of the instrument under the instrument is the person who is the grantor of the instrument; and
 - (q) The person who is the grantor of the instrument under the instrument is the person who is the grantor of the instrument; and
 - (r) The person who is the grantor of the instrument under the instrument is the person who is the grantor of the instrument; and
 - (s) The person who is the grantor of the instrument under the instrument is the person who is the grantor of the instrument; and
 - (t) The person who is the grantor of the instrument under the instrument is the person who is the grantor of the instrument; and
 - (u) The person who is the grantor of the instrument under the instrument is the person who is the grantor of the instrument; and
 - (v) The person who is the grantor of the instrument under the instrument is the person who is the grantor of the instrument; and
 - (w) The person who is the grantor of the instrument under the instrument is the person who is the grantor of the instrument; and
 - (x) The person who is the grantor of the instrument under the instrument is the person who is the grantor of the instrument; and
 - (y) The person who is the grantor of the instrument under the instrument is the person who is the grantor of the instrument; and
 - (z) The person who is the grantor of the instrument under the instrument is the person who is the grantor of the instrument; and

Trustee shall complete the same. If said bidder refuses to deliver the amount of his final bid in cash or its equivalent when demanded to do so by Trustee, the bidder shall be liable to Trustee for all damages which Trustee may sustain by the refusal of bidder to deliver to Trustee the amount of the final bid, including any court costs and expenses.

(continued on reverse side)

Page 1 of 1

COMMERCIAL

1 30 98

RECORDERS DIVISION
914 Norwalk Boulevard, Suite 200
Santa Fe Springs, CA 90670

RIVERSIDE

costs and reasonable attorney's fees. If the last and final bidder willfully fails to deliver to Trustee the amount of his final bid in cash or its equivalent, the bidder shall be guilty of a misdemeanor punishable by a fine of not more than two thousand five hundred dollars (\$2,500). Any postponement or discontinuance of the sale proceedings shall be a cancellation of the last bid.

- i) After deducting all costs, fees and expenses of Trustee and of this Contract including the cost of evidence of title in connection with sale, Trustee shall apply the proceeds of the sale to the payment of (1) 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; (2) all other sums then secured hereby; and (3) the remainder, if any, to the person or persons legally entitled thereto.
- j) Vendor and Vendee lose all respective rights, title and interests in the property sold by Trustee's Sale when the Trustee's Deed subsequent to the notice of default and the exercise of Vendor's power of sale is executed in favor of the purchaser or purchasers at the sale.
- k) No deficiency judgment shall lie in any event after the sale of the property under Trustee's power of sale pursuant to the terms of this Contract.

VENDOR'S STATEMENT

- 7 The Vendor or his authorized agent shall, on the written demand of the Vendee or authorized agent, made at any time before or within ninety days after the recording of a notice of default under this Contract, if the power of sale herein is to be exercised or otherwise made more than 30 days prior to entry of the decree of foreclosure, and upon the payment of \$15.00 or such other amount authorized by law, prepare and deliver to the person demanding it, a written statement showing:
 - a. The amount of the unpaid balance of the obligation secured by this Contract and the interest rate together with the total amounts, if any, of all overdue installments of either principal or interest, or both.
 - b. The amounts of periodic payments, if any.
 - c. The date on which the obligation is due in whole or in part.
 - d. The date to which real estate taxes and special assessments have been paid to the extent such information is known to the lender.
 - e. The amount of hazard insurance in effect and the term and premium of such insurance to the extent such information is known to the lender.
 - f. The amount in an account, if any, maintained for the accumulation of funds with which to pay taxes and insurance premiums.
 - g. The nature, and, if known, the amount of any additional charges, costs or expenses paid or incurred by the Vendor which have become a lien on the property as part of the obligation secured hereby.

SUBSTITUTION OF TRUSTEE

- 8. Vendor, or any successor in ownership of any indebtedness secured hereby, may from time to time by written instrument, substitute a successor or successors to any trustee named herein or acting hereunder, which instrument, executed by the Vendor and duly acknowledged and recorded in the office of the recorder of the county or counties where the property is situated, shall be conclusive proof of proper substitution of such successor trustee or trustees, who shall, without conveyance from the predecessor trustee, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Vendee, Trustee and Vendor, hereunder, the name and address of the new trustee, and if the Contract has been recorded, the book and page in which it can be found and, or instrument number under which it has been recorded.

DEFENSE OF ACTIONS

- 9. Vendee shall appear in and defend Vendor or Trustee in any action or proceeding purporting to affect the security hereof or the rights or powers of Vendor or Trustee.

DELIVERY OF DEED UPON VENDEE'S PERFORMANCE

- 10 Trustee on Vendor's written instruction and conveyance shall deliver to Vendee a deed to the property as hereinabove provided for conveying to Vendee Vendor's and Trustee's interest in the property which Vendor and Trustee hold pursuant to this Agreement at such time as Vendee has paid to Vendor, as hereinabove provided, the entire balance due directly to Vendor under the provisions of Paragraph 3(d) above.

TAXES

- 11 Vendee hereby assumes and agrees to pay before delinquency any and all taxes and assessments hereafter falling due on the property. If Vendee shall fail to pay any of said taxes or assessments on or before the due date thereof, Vendor may at his option, declare a default under this Agreement or may pay said taxes and assessments and add

(continued on next page)

any amounts so paid to the balance due Vendor under the terms of this Agreement. Any sums so paid by Vendor and added to the balance due under this Agreement, shall bear interest at the rate provided for herein or the maximum interest rate provided by law, whichever is greater, until the same has been paid in full.

INSURANCE

12. Vendee further agrees that from and after the time Vendee assumes possession of the property, and until such time as all balances due to Vendor have been paid, Vendee: (1) shall provide, maintain and deliver to Vendor fire insurance satisfactory to and with loss payable to Vendor. The amount collected under any fire or other insurance policy may be applied by Vendor upon any indebtedness secured hereby and in such order as Vendor may determine, or at the option of Vendor, the entire amount so collected or any part thereof may be released to Vendee. 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; and (2) shall provide public liability insurance on the property in reasonable amounts for the protection of all parties hereto. Vendee agrees to pay all of the premiums therefor and to deliver copies of all policies and renewals thereof to Vendor. In the event Vendee fails to provide such insurance or upon cancellation of such insurance, Vendor may obtain the insurance required by this paragraph and add to the balance due under this Agreement the amount of any premium thereof. Such added sum shall bear interest at the rate provided in Paragraph 11 above.

MAINTENANCE

13. Vendee further agrees, until the purchase price hereof has been paid, to maintain all buildings and improvements now or hereafter placed on the property in a good and habitable state of repair to maintain the value thereof and to pay when due all claims for labor performed and materials furnished therefor.

TIME

14. Time is of the essence of this Agreement.

ATTORNEY'S FEES

15. If any party to this Agreement or any assignee of any party hereunder shall bring an action in any court of competent jurisdiction to enforce any covenant of this Agreement, including any action to collect any payment required hereunder, or to quiet his title against the other party to this Agreement, it is hereby mutually agreed that the prevailing party shall be entitled to reasonable attorney's fees and all costs and expenses in connection with said action, which sums shall be included in any judgment or decree entered in such action in favor of the prevailing party.

BINDING EFFECT

16. This Agreement binds the parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

NOTICES AND REQUEST FOR NOTICE

17. Notices required or permitted under this Agreement shall be binding if delivered personally to party sought to be served or if mailed by registered or certified mail, postage prepaid in the United States mail to the following:

Vendor: Charles R. Bolton
37621 Melrose Dr.
Cathedral City, Ca. 92234

Vendee: Ramiro Garcia and Rosse Mary Garcia
12635 Palm Dr.,
Desert Hot Springs, Ca. 92240

Trustee: First American Title Insurance Company
114 East Fifth Street
Santa Ana, California 92701

Vendor and Vendee hereby request that notice of default and notice of sale hereunder be mailed to them at the above addresses.

CONSTRUCTION

18. All words used in this Agreement including the words "Vendor" and "Vendee" shall be construed to include the plural as well as the singular number words used herein in the present tense shall include the future as well as the present, words used in the masculine gender shall include the feminine and neuter gender

(continued on reverse side)

COMMERCIAL

1 30 98

MICROFILMS DIVISION
9814 Norwalk Boulevard, Suite 200
Santa Fe Springs, CA 90570

RIVERSIDE

COMMERCIAL

1 30 98

Any clause in this Agreement that requires one or both of the parties' instruction to Trustee, may be satisfied by such parties' heirs, devisees, administrators, executors, successors or assigns' instruction to Trustee.

Each heading used in this Agreement is included for the convenience of the parties hereto and should not in any way be interpreted as a summary of any provision contained in the body of this Agreement.

In the event that any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

EXECUTION

19. This Agreement shall be executed in duplicate.

OTHER PROVISIONS

20.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the date first above written.

Charles R. Bolton
Charles R. Bolton

Ramiro Garcia Rosse Mary Garcia
Ramiro Garcia Rosse Mary Garcia

Vendor(s)

Vendee(s)

NOTE: THE PARTIES HERETO ARE CAUTIONED THAT, BY COMPLETING AND EXECUTING THIS AGREEMENT, LEGAL RIGHTS AND DUTIES ARE CREATED INCLUDING THE TRUSTEE'S NONJUDICIAL POWER OF SALE. THEY ARE ADVISED THAT THE VENDEE HAS NO REDEMPTION RIGHTS UNDER THIS AGREEMENT. THEY ARE FURTHER ADVISED TO SEEK INDEPENDENT LEGAL COUNSEL AS TO ALL MATTERS CONTAINED IN THIS DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF Riverside } ss
On January 27, 1998 before me,
Kathy Kleindienst
personally appeared Charles R. Bolton

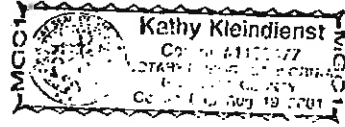
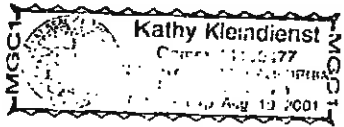
STATE OF CALIFORNIA }
COUNTY OF Riverside } ss
On January 28, 1998 before me,
Kathy Kleindienst
personally appeared Ramiro Garcia and Rosse Mary Garcia

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/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

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 Kathy Kleindienst

WITNESS my hand and official seal
Signature Kathy Kleindienst



(This area for official notarial seal)

(This area for official notarial seal)

M. J. BAKER, APPLICANT
1981 1/2 Newville Boulevard, Suite 200
Santa Fe Springs, CA 90670

RIVERSIDE

FOUND EXTRA MONEY, LLC
UNCLAIMED MONEY CONSULTANTS
WWW.FoundExtraMoney.com
Email: Richard@foundextramoney.com

LAS VEGAS OFFICE:
8022 S. Rainbow Blvd. #362
Las Vegas, NV 89139
Toll Free: (888) 867-4785
Fax No: (702) 331-4992

LOS ANGELES OFFICE
9420 Reseda Blvd. #830
Northridge, CA 91324
Toll Free: (888) 867-4785
Fax No.: (818) 701-7184

PLEASE REPLY TO: Los Angeles Office **CLAIM #: RI14-CA**

AUTHORIZATION AND FEE AGREEMENT

By executing this Agreement, the undersigned hereby authorizes Found Extra Money, LLC, ("FEM, LLC") by its agents and its representatives, as Claimants' exclusive agent, and its assignee, to locate, prepare, and process all documents and receive and disburse all funds owed to Claimant, according to the terms of this Agreement, either as an individual, trustee, agent for a business entity, or as a personal representative or heir of an estate.

In consideration and for the time and expense to locate Claimant and in preparing and in processing the claims for these funds, that FEM, LLC has located for Claimant's benefit, Claimant agrees that FEM, LLC shall receive **10% (ten percent)** of the total funds recovered. FEM, LLC is solely responsible for all processing costs including research costs, document preparation, filing fees and other costs associated with the processing of this claim, or claims. **No fee will be charged to Claimant if there is no recovery of funds.**

Claimant agrees to sign and return all documents necessary to process this claim, within 3 business days of FEM, LLC's request for such. In the event that the claim is not paid, both parties are released of their duties and obligations under this Agreement and Claimant will have no obligation to pay FEM, LLC for any expenses it has incurred.

This Agreement may be signed in counterparts and a signed copy received electronically, or by fax, shall be deemed an original and shall be governed by the laws of the State of California. In the event a dispute arises, the prevailing party shall be entitled to attorney's fees, costs and other relief by the Court. Venue shall be in Los Angeles County, California.

I agree to the above.

Date: 3-21-2014

FOUND EXTRA MONEY, LLC (OFFICE ONLY)

RAMIRO GARCIA

By: 

APPLICANT/CLAIMANT (PLEASE PRINT):

Title: MANAGER


(SIGNATURE):

Date: 03/24/2014

FOUND EXTRA MONEY, LLC

UNCLAIMED MONEY CONSULTANTS

WWW.FoundExtraMoney.com

Email: Richard@foundextramoney.com

LAS VEGAS OFFICE:

8022 S. Rainbow Blvd. #362
Las Vegas, NV 89139
Toll Free: (888) 867-4785
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This Agreement may be signed in counterparts and a signed copy received electronically, or by fax, shall be deemed an original and shall be governed by the laws of the State of California. In the event a dispute arises, the prevailing party shall be entitled to attorney's fees, costs and other relief by the Court. Venue shall be in Los Angeles County, California.

I agree to the above.

Date: 3-21-14

FOUND EXTRA MONEY, LLC (OFFICE ONLY)

ROSE MARY GARCIA

By: *Richard A. Donkey*

APPLICANT/CLAIMANT (PLEASE PRINT):

Title: MANAGER

Rose Mary Garcia
(SIGNATURE):

Date: 03/24/2014

FOUND EXTRA MONEY, LLC

UNCLAIMED MONEY CONSULTANTS

WWW.FoundExtraMoney.com

Email: Richard@foundextramoney.com

LAS VEGAS OFFICE:

8022 S. Rainbow Blvd. #362
Las Vegas, NV 89139
Toll Free: (888) 867-4785
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LOS ANGELES OFFICE

9420 Reseda Blvd. #830
Northridge, CA 91324
Toll Free: (888) 867-4785
Fax No.: (818) 701-7184

LIMITED POWER OF ATTORNEY

BE IT KNOWN that Ramiro & Rose Mary Garcia has made and appointed and by these presents does hereby make and appoint Found Extra Money, LLC, in his/her name, place and stead, for the following and limited purposes only: TO DO ALL THINGS NECESSARY TO THE FILING, COLLECTION AND RECOVERY OF ANY AND ALL UNCLAIMED PROPERTY AND/OR EXCESS PROCEEDS FUNDS FROM ANY/ALL FINANCIAL INSTITUTIONS AND/OR GOVERNMENT AGENCIES, giving and granting said attorney full power and Authority to do and perform all and every act and thing whatsoever necessary to be done in And about the specific and limited premises (set out herein) as fully, to all intents and purposes as might or could be done if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney shall lawful do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 21 day of March, 2014.

Ramiro Garcia / Rosemary Garcia
(Signature)

Ramiro Garcia / Rosemary Garcia
(Please Print)

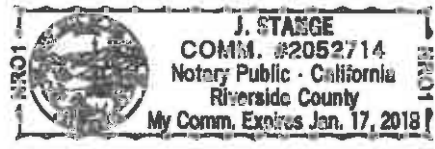
State of California

County of Riverside

On March 21, 2014, before me, J. Stange, Notary Public, personally appeared Ramiro Garcia and Rosemary Garcia, who proved to me the basis of satisfactory evidence to be the person (s) whose name (s) ~~is~~ are subscribed to the within instrument and acknowledge to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person (s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

J. Stange
Notary Public
My Commission Expires on: 1-17-18



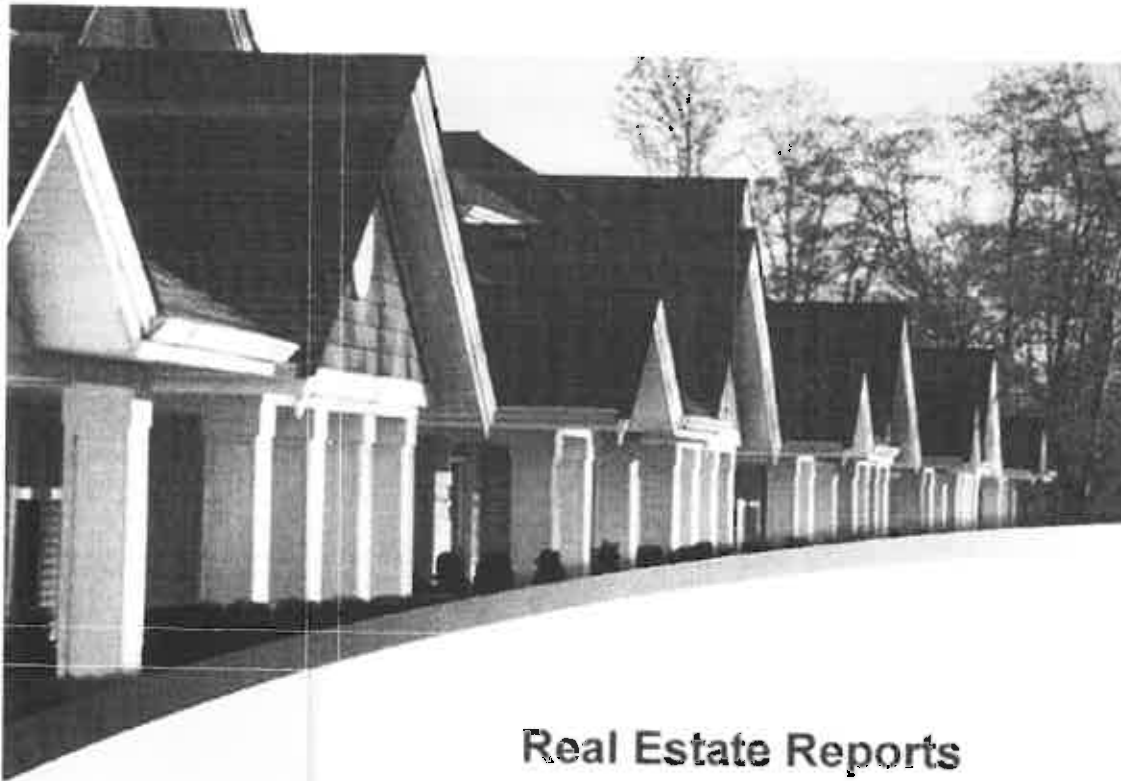
(Place Notary Seal above)

2

COUNTY OF RIVERSIDE
OFFICE OF THE TREASURER-TAX COLLECTOR
SALE OF TAX DEFAULTED PROPERTY - TC194
JANUARY 31, 2013 - FEBRUARY 4, 2013

<u>ITEM#</u>	<u>ASSESSMENT#</u>	<u>STATUS</u>	<u>SALE PRICE</u>
91	528161004-9	NO BID	
92	528163008-9	NO BID	
93	528172007-6	NO BID	
94	528182006-6	NO BID	
95	528182007-7	NO BID	
96	528215015-5	NO BID	
97	528215018-8	NO BID	
98	529120031-3	SOLD	\$16,200.00
99	535080015-1	NO BID	
100	535150002-5	NO BID	
101	541032007-0	OFF SALE	
102	541150004-2	SOLD	\$305,400.00
103	541272012-6	SOLD	\$6,600.00
104	544110035-7	NO BID	
105	544110036-8	NO BID	
106	552020004-0	SOLD	\$14,300.00
107	577450010-5	SOLD	\$14,300.00
108	577450012-7	SOLD	\$15,100.00
109	579500014-7	SOLD	\$7,100.00
110	579500015-8	SOLD	\$6,600.00
111	584210010-5	SOLD	\$69,500.00
112	634241034-9	REDEEMED	
113	635262015-4	OFF SALE	
114	639021018-0	SOLD	\$5,828.00
115	641082021-8	SOLD	\$28,600.00
116	641111016-3	OFF SALE	
117	644072008-7	NO BID	
118	650032015-4	NO BID	
119	650152024-3	NO BID	
120	650262019-9	REDEEMED	
121	656320007-9	OFF SALE	
122	656320012-3	OFF SALE	
123	656320013-4	OFF SALE	
124	656320015-6	OFF SALE	
125	656320016-7	OFF SALE	
126	656330003-6	OFF SALE	
127	656330004-7	OFF SALE	
128	656330005-8	OFF SALE	
129	656330006-9	OFF SALE	
130	656330007-0	OFF SALE	
131	656330008-1	OFF SALE	
132	656330009-2	OFF SALE	
133	656330010-2	OFF SALE	
134	656330011-3	OFF SALE	
135	656330012-4	OFF SALE	

②



Real Estate Reports

Property:
12635 Palm Dr
Desert Hot Springs, CA 92240
APN: 641-082-021

Data deemed reliable, but not guaranteed. LPS Data Services 2009.
Copyright 2009 AgentPro247.com LoanPro247.com TitlePro247.com



Transaction History

Molina, Luis; Molina, Refugio
12635 Palm Dr, Desert Hot Springs, CA 92240

APN: 641-082-021
Riverside County

Prior Transfer

Recording Date: 04/10/2013	Document #: <u>2013-0169277 BK-PG -</u>
Price: N/A	Document Type: Quit Claim Deed
First TD: N/A	Type of Sale: Non-Arms Length Transfer
Mortgage Doc #:	Interest Rate:
Lender Name:	
Buyer Name: MOLINA, LUIS; MOLINA, REFUGIO	
Buyer Vesting: Joint Tenancy	
Seller Name: ADAD LLC,	
Legal description: Lot: 12.2 Block: 0 Tract No: 3 Map Ref: MB20 PG35&36	

Prior Transfer

Recording Date: 04/01/2013	Document #: <u>2013-0154728 BK-PG -</u>
Price: \$28,600	Document Type: Public Action
First TD: N/A	Type of Sale: Sold For Taxes
Mortgage Doc #:	Interest Rate:
Lender Name:	
Buyer Name: ADAD LLC,	
Buyer Vesting: N/A	
Seller Name: GARCIA, RAMIRO VDE; GARCIA, ROSSE MARY VDE; BOLTON, CHARLES R TR	
Legal description: Lot: 16.2 Block: 0 Tract No: 3 Map Ref: MB20 PG35	

Prior Transfer

Recording Date: 08/28/2000	Document #: <u>2000-336075 BK-PG -</u>
Price: N/A	Document Type: Intrafamily Transfer Or Dissolution
First TD: N/A	Type of Sale: Non-Arms Length Transfer
Mortgage Doc #:	Interest Rate:
Lender Name:	
Buyer Name: BOLTON, CHARLES R; CHARLES R BOLTON SEPARATE PROPERTY TRUST,	
Buyer Vesting: Trust	
Seller Name: BOLTON, CHARLES R	
Legal description:	
Abbreviated Description: LOTS 1 & 2 BLK 0 MB 020/035 DESERT HOT SPRINGS TR 3	

Prior Transfer

Recording Date: 08/00/2000	Document #: <u>2000-0336075 BK-PG -</u>
Price: N/A	Document Type: N/A
First TD: N/A	Type of Sale: Per Assessor Transaction History
Mortgage Doc #:	Interest Rate:
Lender Name: N/A	
Buyer Name: GARCIA RAMIRO	
Buyer Vesting: N/A	
Seller Name: N/A	
Legal description: Lot: 1,2 Block: 0 Tract No: 3	
Abbreviated Description: LOTS 1 & 2 BLK 0 MB 020/035 DESERT HOT SPRINGS TR 3	
City/Muni/Twp: DESERT HOT SPRINGS	

Mortgage Record

Recording Date: 01/30/1998
Loan Amount: \$7,500
TD Due Date:
Interest Rate:
Lender Name: KEVIN WITIG
Lender Type: Private Party
Borrowers Name: BOLTON, CHARLES R
Vesting:

Document #: 033711 BK-PG -
Loan Type: Unknown
Type of Financing:

Prior Transfer

Recording Date: 01/30/1998
Price: \$165,000
First TD: \$155,000
Mortgage Doc #:
Lender Name: CHARLES R BOLTON
Buyer Name: GARCIA, RAMIRO; GARCIA, ROSSE MARY
Buyer Vesting: Joint Tenancy
Seller Name: BOLTON, CHARLES R
Legal description: Lot: 1&2 Block: O Map Ref: MB20 PG35&36

Document #: 033710 BK-PG -
Document Type: Land Contract
Type of Sale: Full Amount On Deed
Interest Rate: 3.5%

Prior Transfer

Recording Date: 10/07/1997
Price: \$87,500
First TD: \$69,840
Mortgage Doc #:
Lender Name: HAROLD WORMINGTON JR
Buyer Name: BOLTON, CHARLES R
Buyer Vesting: N/A
Seller Name: WORMINGTON JR, HAROLD; WORMINGTON, HAROLD H
Legal description:
Abbreviated Description: LOTS 1 & 2 BLK O MB 020/035 DESERT HOT SPRINGS TR 3
City/Muni/Twp: DESERT HOT SPRINGS

Document #: 365338 BK-PG -
Document Type: Grant Deed
Type of Sale: Full-Computed From Transfer
Tax
Interest Rate: