

FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS DATE 4/12/16

Departmental Concurrence

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

139
A



FROM: Don Kent, Treasurer-Tax Collector

SUBMITTAL DATE:
APR 12 2016

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 200, Item 132. Last assessed to: Stanley H. Brown and Raenna F. Brown, husband and wife as joint tenants. District 1 [\$21,796]. Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from All-Mobile Bail Bonds for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 349371008-3;

(continued on page two)

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the April 29, 2014 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 20, 2014. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 16, 2014, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

(continued on page two)

Don Kent
Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 21,796	\$ 0	\$ 21,796	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale				Budget Adjustment: N/A	
				For Fiscal Year: 15/16	

C.E.O. RECOMMENDATION:

APPROVE

BY:
Samuel Wong

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.:

District: 1

Agenda Number:

9-19

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

FORM 11: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 200, Item 132. Last assessed to: Stanley H. Brown and Raenna F. Brown, husband and wife as joint tenants. District 1 [\$21,796]. Fund 65595 Excess Proceeds from Tax Sale.

DATE: APR 12 2016

PAGE: Page 2 of 2

RECOMMENDED MOTION:

2. Deny the claim from Minnie Brown;
3. Authorize and direct the Auditor-Controller to issue a warrant to All-Mobile Bail Bonds in the amount of \$21,796.67, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675;
4. Authorize and direct the Treasurer-Tax Collector to transfer the unclaimed excess proceeds in the amount of \$7,432.58 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 June 20, 2014.

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

1. Claim from All-Mobile Bail Bonds based on a Trust Deed and Note Securing Bail Bond recorded December 12, 2005 as Instrument No. 2005-1022688.
2. Claim from Minnie Brown based on an Abstract of Judgment recorded March 21, 2008 as Instrument No. 2008-0139584.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that All-Mobile Bail Bonds be awarded excess proceeds in the amount of \$21,796.67. The claim for Minnie Brown be denied because the lien filed is not associated with our last assessee. Since there are no other claimants the unclaimed excess proceeds in the amount of \$7,432.58 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

Excess proceeds are being released to the Deed of Trust holder and 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 200 Item 132 Assessment No.: 349371008-3

Assessee: BROWN, STANLEY H & RAENNA F

Situs: 27190 JARVIS ST PERRIS 92570

Date Sold: April 29, 2014

Date Deed to Purchaser Recorded: June 20, 2014

Final Date to Submit Claim: June 22, 2015

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 21,796.07 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. 2005-1022608 recorded on 12/12/2005. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

- ① OPEN BALANCE REPORT, ② QUICK REPORT,
③ BAIL BOND INDEMNITY AGREEMENT, ④ PROMISSORY NOTE,
⑤ DISCLOSURE OF LIEN, ⑥ DEED OF TRUST AND NOTE,
⑦ REVERSE OF D.O.T., ⑧ NOTARY ACKNOWLEDGMENT, ⑨ COPY
OF CHECK PAID 3/1/06, ⑩ COPY OF BILL PAID FOR SURRENDER.

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 23 day of AUG., 2014 at RIVERSIDE COUNTY, CALIF.
County, State


Signature of Claimant

Signature of Claimant

TERRY D. TENWICK
Print Name

Print Name

312 N. COTA ST, SUITE L
Street Address

Street Address

CORONA CA 92880
City, State, Zip

City, State, Zip

951 273 9933
Phone Number

Phone Number

FOR: All-Mobile Bail Bonds
P.O. Box 819
Corona, CA 92878
888-742-2245

SCO 8-21 (1-99)

RECEIVED
2014 AUG 28 PM 1:42
RIVERSIDE COUNTY
TREASURER-TAX COLLECTOR



All-Mobile Bail Bonds

...we come to you!

P.O. Box 819
Corona, CA 92878
(888) 742-2245
(951) 273-9933
(951) 273-9913 FAX

August 23, 2014

TO: Riverside County Treasurer-Tax Collector
RE: Claim for Excess Proceeds

Dear Sir or Madam,

Enclosed please find our completed claim for excess proceeds subsequent to the tax sale of property located at 27190 Jarvis St., Perris, California, TC No. 200, Item 132, Assessment No. 349371008-3.

The assessees, Stanley and Raenna Brown, guaranteed a \$95,000 bail bond for defendant Douglas Osbourne on December 11, 2005. Osbourne made a single payment of \$200 on March 1, 2006 toward the \$9500 bail bond premium charged. On March 9, 2006 the Browns asked that the defendant be surrendered back to the custody of the court due to concerns that he might skip bail. A private investigator was retained and paid a \$500 fee to perform the requested surrender.

Interest has accrued at the rate of 10% per annum on the account since the anniversary of the last payment made on March 1, 2006. The account balance as of April 29, 2014 was \$21,796.67.

Please call with any questions or comments. Thank you in advance for your time and attention to this matter.

Respectfully,

Terry Tenwick, Co-Owner
Tenwick's All-Mobile Bail Bonds

12:59 PM

08/23/14

Accrual Basis

All-Mobile Bail Bonds
Customer Open Balance
All Transactions

#1

Type	Date	Num	Memo	Due Date	Open Balance	Amount
OSBORNE, DOUGLAS						
Invoice	12/11/2005		Opening bala...	12/11/2005	9,550.00	9,750.00
Stmt Charge	3/9/2006			3/10/2006	500.00	500.00
Stmt Charge	3/1/2007		10% Late Ch...	8/10/2006	1,050.00	1,050.00
Stmt Charge	3/1/2008		10% Late Ch...	4/10/2007	1,110.00	1,110.00
Stmt Charge	3/1/2009		10% Late Ch...	1/10/2010	1,221.00	1,221.00
Stmt Charge	4/1/2010		10% Late Ch...	1/10/2010	1,343.10	1,343.10
Stmt Charge	4/1/2011		10% Late Ch...	1/10/2011	1,477.41	1,477.41
Stmt Charge	4/1/2012		10% Late Ch...		1,625.15	1,625.15
Stmt Charge	4/1/2013		10% Late Ch...		1,787.66	1,787.66
Stmt Charge	4/1/2014		10% Late Ch...		1,966.43	1,966.43
Stmt Charge	4/29/2014		10% Late Ch...		165.92	165.92
Total OSBORNE, DOUGLAS					21,796.67	21,996.67
TOTAL					21,796.67	21,996.67

12:59 PM

08/23/14

All-Mobile Bail Bonds
Customer QuickReport
All Transactions

#2

Type	Date	Num	Memo	Account	Clr	Split	Amount
OSBORNE, DOUGLAS							
Invoice	12/11/2005		Opening bala...	Accounts Receivable	X	Uncategorized...	9,750.00
Payment	3/1/2006			PREMIUMS TO BE...	X	Accounts Rec...	200.00
Stmt Charge	3/9/2006			Accounts Receivable		Fees	500.00
Stmt Charge	3/1/2007		10% Late Ch...	Accounts Receivable		Fees	1,050.00
Stmt Charge	3/1/2008		10% Late Ch...	Accounts Receivable		Fees	1,110.00
Stmt Charge	3/1/2009		10% Late Ch...	Accounts Receivable		Fees	1,221.00
Stmt Charge	4/1/2010		10% Late Ch...	Accounts Receivable		Fees	1,343.10
Stmt Charge	4/1/2011		10% Late Ch...	Accounts Receivable		Fees	1,477.41
Stmt Charge	4/1/2012		10% Late Ch...	Accounts Receivable		Fees	1,625.15
Stmt Charge	4/1/2013		10% Late Ch...	Accounts Receivable		Fees	1,787.66
Stmt Charge	4/1/2014		10% Late Ch...	Accounts Receivable		Fees	1,966.43
Stmt Charge	4/29/2014		10% Late Ch...	Accounts Receivable		Fees	165.92

Ⓐ SHOWS 1 PAYMENT MADE ON 3/1/06

Ⓑ SHOWS \$500 CHARGE MADE 3/9/06
 FOR SURRENDER OF DEFENDANT AT
 REQUEST OF HIS GUARANTORS

RECORDING REQUESTED BY:

All-Mobile Bail Bonds

4511 Corona Ave.
Norco, CA 92860
888-742-2245

AND WHEN RECORDED MAIL TO:

ABOVE

DOC 2005-1022688

12/11/2005 08:00A Fee:24.00

Page 1 of 3

Recorded in Official Records

County of Riverside

Larry M. Ward

Assessor, County Clerk & Recorder



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

TRUST DEED AND NOTE SECURING BAIL BOND

NO 105-08531/580011796-0 DEFENDANT OSBORNE, DOUGLAS A.

ORIGINAL PROMISSORY NOTE SECURED BY DEED OF TRUST

\$ 97,500. (City) PERRIS (State) CA 12/11/05

ON DEMAND after date for value received, I promise to pay to the order of BANKERS INSURANCE COMPANY the sum of NINETY SEVEN THOUSAND FIVE HUNDRED + 9/100 Dollars, with interest from date of payment after entry of Summary Judgment on Bail Bond until paid at the rate of 10 percent per annum, payable ON DEMAND, plus reasonable attorneys fees, court costs and costs of collection.

Should interest not be so paid it shall thereafter bear like interest as the principal, but such unpaid interest so compounded shall not exceed an amount equal to simple interest on the unpaid principal; at the maximum rate permitted by law. Should default be made in payment of interest when due the whole sum of principal and interest shall become immediately due, at the option of the holder of this note. Principal and interest payable in lawful money of the United States. If action be instituted on this note I promise to pay such sum as the Court may fix as attorney's fees, and private investigation fees, court assessment, bail premiums, and all other losses sustained by the company. This note is secured by a DEED OF TRUST to the BANKERS INSURANCE COMPANY,

Beneficiary, BRIAN KESNECK, VICE PRESIDENT

Trustee

Stanley H. Brown
STANLEY H. BROWN

Raenna F. Brown
RAENNA F. BROWN

This Deed of Trust, made this 11TH day of DECEMBER, 2005, between,

STANLEY H. BROWN AND RAENNA F. BROWN herein called TRUSTOR,

whose address is 27190 JARVIS ST., PERRIS, CA 92570-6952
NUMBER AND STREET CITY STATE ZIP CODE

and BRIAN KESNECK, VICE PRESIDENT

herein called TRUSTEE, and BANKERS INSURANCE COMPANY, herein called Beneficiary, Witnesseth: that TRUSTOR, hereby GRANTS TO TRUSTEE, IN TRUST, WITH POWER OF SALE, all of that property in RIVERSIDE

County, described as:

SITE: 27190 JARVIS ST., PERRIS, CA 92570-6952

APN: 349-371-008

LEGAL: LOT 143 MB 016/056 PROGRESSIVE SUB

FOR THE PURPOSE OF SECURING the performance of each agreement of the TRUSTOR herein contained and the payment of the sum of \$

97,500. with interest thereon according to terms of the original promissory note of even date, made by the TRUSTOR in favor of the BENEFICIARY.

In addition to that set forth herein above, this DEED OF TRUST secures payment of all indebtedness, fees and expenses incurred by way of a BAIL BOND AGREEMENT executed by the undersigned on or about the date thereof in favor of above-detailed defendant and bond number.

To Protect the Security of this Deed of Trust, Trustor agrees: by execution and delivery of this Deed of Trust and the Note if secures, to be bound by provisions (1) thru (12) and (14) to (16) inclusive, contained in this Deed of Trust. The said provisions are hereby adopted and incorporated herein, by reference, and made a part hereof as fully as though set forth at length herein; that the references to property, obligations and parties in said provisions are construed to mean the property, obligations and the parties set forth in this Deed of Trust.

The Undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereafter be mailed to him at his address hereinabove set forth.

Stanley H. Brown
STANLEY H. BROWN

Raenna F. Brown
RAENNA F. BROWN

(NAME PRINTED OR TYPED)

(NAME PRINTED OR TYPED)

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE } SS.

On December 11, 2005

before me Rebecca Tenwick, Notary Public

personally appeared Stanley H. Brown and Raenna F. Brown

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

Witness my hand and official seal.

Notary Public: Rebecca Tenwick

My commission expires: April 12, 2008

THIS SIDE MUST BE RECORDED

#17

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. To pay to Beneficiary, upon request, in addition to payments specifically required hereunder and under any note secured hereby, in installments, at the times and in the amounts requested by Beneficiary, sums which when cumulated will be sufficient to pay one month prior to the time the same become delinquent, all taxes, assessments and insurance premiums. If such sums exceed the amount so required, the excess may be released or held by Beneficiary to apply on subsequent payments of the same nature, but if such sums are insufficient, Trustor agrees to pay any deficiency on demand. If Trustor shall default under this deed Beneficiary may apply all or any part of said funds then held on any obligation secured hereby.
2. Properly to care for and keep the property in good condition and repair and to keep all buildings thereon free from visible active termites, fungi or dry rot infestation; not to remove, alter or demolish any building or improvement thereon; to complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged, or destroyed thereon, and pay when due all costs incurred therefor, and, if the loan secured hereby, or any part thereof, is for the purpose of financing construction of improvements on said property, to complete the same in accordance with plans and specifications satisfactory to Beneficiary; to allow Beneficiary to inspect said property at all times during construction; to replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) calendar days after written notice from Beneficiary of such fact, which notice may be given to Trustor by registered mail sent to his last known address or by personal service; that work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen (15) calendar days, not to commit or permit waste of the property; to comply with all laws, covenants, conditions and restrictions affecting the property; if said land be agricultural, properly to harvest and care for crops growing thereon and farm the property in a proper and husbandlike manner.
- That, the Trustee, upon presentation to it of a statement in writing signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein and to act thereon hereunder.
3. To at all times provide, maintain in force and deliver to Beneficiary fire and such other insurance as may be required by Beneficiary in an amount satisfactory to and with loss payable to said Beneficiary; said insurance policies shall be in form and content and in such companies as may be satisfactory to the Beneficiary, and shall be delivered to and remain in possession of Beneficiary as further security for the faithful performance of these trusts. If said insurance policies have not been delivered to the Beneficiary thirty (30) days before the expiration of any of the said insurance, with evidence of the premium having been paid, the Beneficiary shall have the right, but is not obligated to obtain said insurance on behalf of the Trustor and pay the premium thereon. The amount collected under any fire or other insurance policy may be applied by Beneficiary to any indebtedness secured hereby and in such order as Beneficiary may determine or at option of Beneficiary, the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Neither the Trustor nor Beneficiary shall be responsible for such insurance or for the collection of any insurance monies or for any insolvency of any insurer or insurance underwriter. Any and all unexpired insurance shall inure to the benefit of and pass to the purchaser of the property conveyed hereby at any Trustee's sale held hereunder.
4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this deed.
5. To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.
6. That, should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
7. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, interest from date of expenditure at the rate provided in said Note; and to pay for any Beneficiary's written statement, regarding the obligation secured hereby, no more than allowed by law at the time such statement is requested by Trustor, his legal representative or escrow agent.
8. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
9. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
10. Any sale, trade, exchange, conveyance or encumbrance of said property or any interest of part thereof, or change of occupancy thereof, without the written consent of the Beneficiary herein named, or its successors or assigns, shall give such Beneficiary, or its successors or assigns, the right to declare the then full unpaid balance of said note due and payable.
11. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and all Notes secured hereby, for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may upon payment of its fees: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
12. That upon written request of Beneficiary, stating that all secured hereby have been paid, and upon surrender of This Deed and the Note or Notes it secures to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five (5) years after issuance of such full reconveyance, Trustee may destroy said note and this Deed, unless directed in such request to retain them.
13. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder. Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice of Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, any Note or Notes and all documents evidencing expenditures or obligations secured hereby. The Trustee, upon presentation to it by Beneficiary of a written declaration of default and demand for sale, is authorized to accept as true and conclusive all facts and statements therein and to act thereon hereunder. After the lapse of such time as may be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which the property, if consisting of several known lost or parcels, shall be sold) at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of said property of public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate provided in said note; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto, upon proof of claim satisfactory to Trustee.
14. The Beneficiary or his successor in interest shall have the right to substitute a Trustee or Trustees in the place and stead of the within Trustee or any substituted Trustee by complying with the laws of the State recorded in providing therefor and upon the recording in the office of the County Recorder of said County an acknowledgment by the Trustee, acting at the date thereof, of the receipt of a copy of such substitution. It shall be the duty of any Trustee to make such acknowledgment when so requested upon presentation of the Deed and said note for endorsement and upon payment to it of an amount equal to the amount the Trustee would then charge for a Full Reconveyance.
15. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall include not only the original Beneficiary hereunder but also any future owner and holder, including pledgees, of the Note or Notes secured hereby. The term Trustor shall include not only the original Trustor hereunder but also any successor in interest to the Trustor and all future record owners of the property described herein. In this Deed whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
16. Trustee accepts the Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

12/12/2005 09:06:06
2 of 3

#8

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of RIVERSIDE } ss.

On December 11, 2005 before me, Rebecca Tenwick, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Stanley H. Brown and Raenna F. Brown.
Name(s) of Signer(s)

☐ personally known to me
☒ 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.

Rebecca Tenwick
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



SURETY BAIL BOND INDEMNITY AGREEMENT
Bankers Insurance Company

#3

The undersigned, called "First Party," make application to ALL MOBILE BAIL BONDS called
"Second Party," for the execution by Bankers Insurance Company, a corporation called "Surety" of a Bail undertaking herein referred to
as "Bail Bond" in the penal amount of \$ 97,500. for DOUGLAS A. OSBORNE called
"Principal," and in consideration of Second Party arranging for execution of continuance of this Bail Bond, First Party does jointly and severally agree as follows:

FIRST: To pay Second Party \$ 9750. per annum for this Bail Bond. The premium is fully
earned upon the release of Principal. The fact that Defendant may have been improperly arrested, or his bail reduced or his case dismissed, shall not obligate the return
of any portion of said premium. This Bond is renewable each year. First Party agrees to pay to Second Party a renewal premium in the amount stated above, twelve
months after the date on which this Bond was executed. If said renewal premium is not paid upon written demand therefore, Second Party or Surety has the right to
surrender Principal, as provided in the California Penal Code, Section 1300, and exonerate the Bond.

SECOND: To reimburse Second Party and Surety for actual expenses incurred by Second Party or Surety in connection with the arranging and/or execution of Bail
Bond or any renewal or substitution thereof whether or not said Principal refuses to be released after arrangements have been initiated by Second Party, in accordance
with the regulations of the Insurance Commissioner in effect at the time such expenses are incurred.

THIRD: To reimburse Second Party and Surety for actual expenses incurred and caused by a breach by the Principal of any of the terms for which the application
and Bail Bond were written not in excess of the penal amount of the Bail Bond including all expenses or liabilities incurred as a result of searching for, recapturing or
returning Principal to custody, incurred by Second Party or Surety or as necessary in apprehending or endeavoring to apprehend Principal, including legal fees incurred
by Second Party or Surety in making application to a court for an order to vacate or to set aside the order of forfeiture or Summary Judgment entered thereon. However,
no expenses or liabilities incurred for recapturing or returning Principal to custody shall be chargeable after the entry of Summary Judgment.

FOURTH: To pay the Second Party or Surety, in the event that it is necessary for them to institute suit for a breach of this agreement, a reasonable attorney's fee
which shall, in no event, be less than sum of twenty-five dollars (\$25.00).

FIFTH: To pay Second Party or Surety as collateral upon demand, the penal amount of Bail Bond whenever Second Party or Surety, as a result of information
concealed or misrepresented by the First Party or Principal or other reasonable cause, any one of which was material to hazard assumed, deems payment necessary to
protect the Second Party or Surety hereunder. Where, as a result of judicial action, bail has been increased, and no collateral or insufficient collateral, in the sole
discretion of Second Party or Surety, is furnished to indemnify against such increase in the bail, Second Party or Surety may demand such collateral as will indemnify
them against such increased bail.

SIXTH: To pay Second Party or Surety immediately upon demand after entry of Summary Judgment, pursuant to California Penal Code, Section 1306.

SEVENTH: To aid Second Party or Surety in securing release or exoneration of Second Party or Surety from all liability under Bail Bond, including the surrender of
Principal to Court should Second Party or Surety deem such action advisable.

EIGHTH: That all money or other property which the First Party has deposited or may deposit with the Second Party or the Surety may be applied as collateral
security or indemnity for matters contained herein, and to accomplish the purposes contained herein, the Second Party and/or Surety is authorized to lawfully levy upon
said collateral in the manner provided by law and to apply the proceeds therefrom and any and all money deposited to payment or reimbursement for the herein above
liabilities, losses, costs, damages and expenses. If collateral received by Second Party is in excess of the bail forfeited, such excess shall be returned to the depositor
immediately upon the application of the collateral to the forfeiture, subject to any claim of Second Party and Surety for unpaid Premium or the hereinabove charges.

NINTH: Second Party or Surety shall not surrender Principal to custody prior to the time specified in the Bail Bond for the appearance of the Principal, or prior to
any occasion when the presence of the Principal in Court is lawfully required, without returning all premium paid therefor, unless as a result of judicial action,
information concealed or misrepresented by the Principal, or other reasonable cause, any one of which was material to the hazard assumed, the hazard was substantially
increased and the additional premium, if any, for such increased hazard was not paid within a reasonable time.

TENTH: The obligations hereunder are joint and several and any amounts due shall bear interest at the maximum rate of interest allowed by law. The Second Party
and the Surety shall not be first obliged to proceed against the Principal on Bail Bond before having recourse against the First Party or any one of them. The First Party
hereby expressly waiving the benefits of law requiring the Second Party or the Surety to make claim upon or to proceed or enforce its remedies against the Principal
before making demand upon or proceeding and/or enforcing its remedies against any one or more of the First Party.

ELEVENTH: In making application for Bail Bond, each of us warrants all statements made by him or her on this application to be true, and we agree to advise
Second Party or Surety of any change, including but not limited to change of address or employment of either the Principal of any of the First Party, or any other material
change in circumstances, within forty-eight (48) hours after knowledge such change shall have occurred, and the First Party agrees that any failure to so notify shall be
reasonable cause for the immediate surrender of the Principal.

TWELFTH: The undersigned agree that these obligations apply to all other Bail Bonds executed for the same charge for which the above mentioned Bail Bond was
executed, or any charge arising out of the same transaction, regardless of whether said Bail Bonds are filed before or after conviction, but not in a greater amount.

IN WITNESS WHEREOF, the First Party whose names are subscribed to the Bail Agreement executed herewith each represents. I have read the Bail Agreement and
I know the contents thereof; that I hereby acknowledge receipt of a copy of said Bail Agreement, that I am the true and lawful owner of the property, whether real or
personal, which if set forth in the Application for Bail (which Application is made a part hereof by reference as though herein fully set forth) is my property and that I own
such property free and clear of all liens or encumbrances except as so noted, and I further promise not to transfer or encumber any of said property until my liability on
said Bail Agreement has been released. I understand the Second Party and/or Surety is permitting the said bail to remain in force upon reliance of the statements made
by me and I do hereby

this 11 day of DEC., 2005 set my hand.

Defendant
Signature _____ Home Phone _____ Work Phone _____
Name _____ Address _____ City _____ Zip _____
Employer _____ Address _____ City _____ Zip _____
DMV I.D. _____ S.S. No. _____ Date of Birth _____

X Indemnitor
Signature Stanley H. Brown Home Phone _____ Work Phone _____
Name _____ Address _____ City _____ Zip _____
Employer _____ Address _____ City _____ Zip _____
DMV I.D. _____ S.S. No. _____ Date of Birth _____

X Indemnitor
Signature Ramona Brown Home Phone _____ Work Phone _____
Name _____ Address _____ City _____ Zip _____
Employer _____ Address _____ City _____ Zip _____
DMV I.D. _____ S.S. No. _____ Date of Birth _____

Indemnitor
Signature _____ Home Phone _____ Work Phone _____
Name _____ Address _____ City _____ Zip _____
Employer _____ Address _____ City _____ Zip _____
DMV I.D. _____ S.S. No. _____ Date of Birth _____

Indemnitor
Signature _____ Home Phone _____ Work Phone _____
Name _____ Address _____ City _____ Zip _____
Employer _____ Address _____ City _____ Zip _____
DMV I.D. _____ S.S. No. _____ Date of Birth _____



All-Mobile Bail Bonds

#4

...we come to you!

4511 Corona Ave.
Norco, CA 92860
(888) 742-2245

PROMISSORY NOTE FOR BALANCE OF BAIL BOND PREMIUM

\$ 9750.-, SUN CITY, CA, 12/8/05
(CITY & STATE) (DATE)

I/WE, THE UNDERSIGNED DO HEREBY PROMISE AND AGREE TO
PAY THE SUM OF NINETY SEVEN HUNDRED FIFTY + 07/100
DOLLARS ON OR BEFORE * PAYMENTS PURSUANT
TO SUCH OBLIGATIONS AS SET FORTH IN THE BAIL BOND
INDEMNITY AGREEMENT GUARANTEEING FULL PAYMENT OF
PREMIUMS DUE FOR BAIL BOND #(S) 105-08531/580011796-0
POSTED ON BEHALF OF DEFENDANT DOUGLAS A. OSBORNE

NOTICE: THIS NOTE IS DUE IMMEDIATELY AND IN FULL UPON A
BREACH OF THE AFOREMENTIONED REPAYMENT TERMS OR OF THE BAIL
BOND INDEMNITY AGREEMENT. THE BAIL MAY BE REVOKED AND THE
DEFENDANT SURRENDERED BACK INTO CUSTODY AND ANY COLLATERAL
SECURING SAID CONTRACT MAY BE LIQUIDATED TO SATISFY ANY
UNPAID BALANCE DUE AS A CONSEQUENCE OF SUCH A BREACH. WHERE
APPLICABLE, COLLATERAL STORAGE FEES OF \$50.00 PER MONTH WILL
BE ADDED TO ANY DELINQUENT ACCOUNT ALONG WITH A LATE FEE OF
TEN PERCENT OF THE BALANCE DUE.

I/WE HAVE READ AND FULLY UNDERSTAND THIS DOCUMENT:

X James S. Miller X Raenne Brown
X Lorelisa E. Malone X Stanley H. Brown

X TERMS: PAYMENTS OF \$ 200.- DUE THE 27th
OF EACH MONTH UNTIL PAID IN FULL. 1ST PAYMENT DUE: 1/27/05

DISCLOSURE STATEMENT

Bail Agency: ALL MOBILE BAIL BONDS
Bond Number: 105-08531/58000 580011796-0
Bond Amount: 95,000 / 2500
Defendant: DOUGLAS A. OSBORNE

ATTENTION

DISCLOSURE OF LIEN AGAINST REAL PROPERTY.
DO NOT SIGN THIS DOCUMENT UNTIL YOU READ AND UNDERSTAND IT!

THIS BAIL BOND WILL BE SECURED BY REAL PROPERTY YOU OWN OR IN WHICH YOU HAVE AN INTEREST. THE FAILURE TO PAY THE BAIL BOND PREMIUMS WHEN DUE OR THE FAILURE OF THE DEFENDANT TO COMPLY WITH THE CONDITIONS OF BAIL COULD RESULT IN THE LOSS OF YOUR PROPERTY!

After you have read the above Disclosure Statement and received a completed copy of the Bail Bond Agreement and the Deed of Trust, please execute this Disclosure Statement in the space provided below, acknowledging that you have read and understood this Disclosure Statement and that you have received a completed copy of the Bail Bond Agreement and Deed of Trust. You are also responsible for any fees incurred by the Surety, as specified in the Bail Bond Agreement you signed, and any lien against your property will not be released until such fees are paid. You will be asked to execute this document again, in the corresponding space provided below, upon delivery to you of a full reconveyance of title, which, upon recordation terminates the lien on your real property created by the Deed of Trust.

I HAVE READ AND UNDERSTOOD THE ABOVE DISCLOSURE STATEMENT AND HAVE RECEIVED A COMPLETED COPY OF THE BAIL BOND AGREEMENT AND DEED OF TRUST.

Print Name: Stanley H. Brown Print Name: Raenna Brown
Sign Name: Stanley H. Brown Sign Name: Raenna Brown
Date: 12-14-05 Date: 12/11/05

I HAVE RECEIVED A COPY OF A FULL RECONVEYANCE OF TITLE, THE ORIGINAL OF WHICH WAS FORWARDED TO THE COUNTY RECORDER FOR FILING, A CERTIFICATE OF DISCHARGE, OR A FULL RELEASE OF ANY LIEN AGAINST REAL PROPERTY TO SECURE PERFORMANCE OF THE CONDITIONS OF THE BAIL BOND.

Print Name: _____ Print Name: _____
Sign Name: _____ Sign Name: _____
Date: _____ Date: _____

THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT AMOUNT BOX AND THERMOCHROMIC ABSENCE OF THESE FEATURES WILL INDICATE A COUNTERFEIT

037017200 919 25-53

Albertsons® TravelersExpress**MoneyGram**

ISSUING AGENT: INTERNATIONAL MONEY ORDER# 4754615502

MONEY ORDER
IMPORTANT - SEE BACK BEFORE CASHING

PAY TO THE ORDER OF All Mobile Bail Bonds

iVaughn Arthur Osburne
PURCHASER; SIGNER FOR DRAWER
PURCHASER; BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

17841 Van Buren, Minneapolis, MN
ADDRESS

Payable Thru:
WF National Bank
South Central
Faribault, MN

ISSUER/DRAWER:
TRAVELERS EXPRESS COMPANY, INC.

* * * \$ 200.00 * * *

TWO HUNDRED ****
DOLLARS 00 CENTS

TO AUTHENTICATE: 048633756337
06 4213060148502

March 2006 Payment

#10

D.R. Jones Investigation

3476 Briarvale St.
Corona, Ca. 92879
(951) 543-2156
(951) 543-5280

License # PI 24883

Invoice # 1015

All-Mobile Bail Bonds
4511 Corona Ave.
Norco, Ca. 92860
(888) 742-2245
Attn: Rebecca Tenwick

9-Mar-06

Date Assigned:	Tuesday March 7, 2006
Subject:	Douglas Osborne
Court Date:	9-Mar-06
Location:	South West Court, Temecula

This invoice is for services rendered in the bail surrender for Douglas Osborne.
One Private Investigator was used during the court room testimony.
Douglas Osbourne was remanded back into the custody of the Riverside County Sheriff.

Total Amount Due: \$500.00

PD
3/10/06

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

All-Mobile Bail Bonds
C/O Terry D. Tenwick
PO Box 819
Corona, CA 92878



9590 9401 0074 5168 3702 59

2. Article Number (Transfer from service label)

7015 0640 0006 1626 4479

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☐ Agent☐ Addressee

B. Received by (Printed Name)

Michael Cenas

C. Date of Delivery

2-6-16

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
☒ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation
☐ Signature Confirmation Restricted Delivery

January 27, 2016

All-Mobile Bail Bonds
C/O Terry D. Tenwick
PO Box 819
Corona, CA 92878

EP 200-132

Re: APN: 349371008-3
TC 200 Item 132
Date of Sale: April 29, 2014

To Whom It May Concern:

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

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

- ___ 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

- ___ Copy of Marriage Certificate for
- ___ Original Note/Payment Book
- ☒ **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 (**February 26, 2016**). 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@RivCoTTC.org

All-Mobile Bail Bonds Customer Open Balance All Transactions

Type	Date	Num	Memo	Due Date	Open Balance	Amount
OSBORNE, DOUGLAS						
Invoice	12/11/2005		Opening bala...	12/11/2005	9,550.00	9,750.00
Stmnt Charge	03/09/2006			03/10/2006	500.00	500.00
Stmnt Charge	03/01/2007		10% Late Cha...	08/10/2006	1,050.00	1,050.00
Stmnt Charge	03/01/2008		10% Late Cha...	04/10/2007	1,110.00	1,110.00
Stmnt Charge	03/01/2009		10% Late Cha...	01/10/2010	1,221.00	1,221.00
Stmnt Charge	04/01/2010		10% Late Cha...	01/10/2010	1,343.10	1,343.10
Stmnt Charge	04/01/2011		10% Late Cha...	01/10/2011	1,477.41	1,477.41
Stmnt Charge	04/01/2012		10% Late Cha...		1,625.15	1,625.15
Stmnt Charge	04/01/2013		10% Late Cha...		1,787.66	1,787.66
Stmnt Charge	04/01/2014		10% Late Cha...		1,966.43	1,966.43
Stmnt Charge	04/29/2014		10% Late Cha...		165.92	165.92
Total OSBORNE, DOUGLAS					21,796.67	21,996.67
TOTAL					21,796.67	21,996.67

TOTAL DUE AS OF 4/29/14

All-Mobile Bail Bonds Customer QuickReport All Transactions

Type	Date	Num	Memo	Account	Cir	Split	Amount
OSBORNE, DOUGLAS							
Invoice	12/11/2005		Opening bala...	Accounts Receivable	X	Uncategorized ...	9,750.00
Payment	03/01/2006			PREMIUMS TO BE ...	X	Accounts Rece...	200.00
Stmnt Charge	03/09/2006			Accounts Receivable		Fees	500.00
Stmnt Charge	03/01/2007		10% Late Cha...	Accounts Receivable		Fees	1,050.00
Stmnt Charge	03/01/2008		10% Late Cha...	Accounts Receivable		Fees	1,110.00
Stmnt Charge	03/01/2009		10% Late Cha...	Accounts Receivable		Fees	1,221.00
Stmnt Charge	04/01/2010		10% Late Cha...	Accounts Receivable		Fees	1,343.10
Stmnt Charge	04/01/2011		10% Late Cha...	Accounts Receivable		Fees	1,477.41
Stmnt Charge	04/01/2012		10% Late Cha...	Accounts Receivable		Fees	1,625.15
Stmnt Charge	04/01/2013		10% Late Cha...	Accounts Receivable		Fees	1,787.66
Stmnt Charge	04/01/2014		10% Late Cha...	Accounts Receivable		Fees	1,966.43
Stmnt Charge	04/29/2014		10% Late Cha...	Accounts Receivable		Fees	165.92

ORIGINAL PREMIUM
ONLY PAYMENT
SURFENDER FEE

INTEREST

Pazicni, Jennifer

From: Rebecca Tenwick <Rebecca@allmobilebail.com>
Sent: Tuesday, April 05, 2016 11:27 AM
To: Pazicni, Jennifer
Subject: 27190 Jarvis St. Perris, CA

Good Afternoon. Per our conversation, I wanted to confirm that Terry Tenwick is authorized to sign on behalf of our agency, All-Mobile Bail Bonds, in regards to the excess proceeds for property address 27190 Jarvis St. Perris, CA.

Don't hesitate to call if you have further questions. Thank you for your help in this matter.

Rebecca Tenwick, MSW
Owner, All-Mobile Bail Bonds
Insurance Lic # 1843408
888-742-2245

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 200 Item 132 Assessment No.: 349371008-3

Assessee: BROWN, STANLEY H & RAENNA F

Situs: 27190 JARVIS ST PERRIS 92570

Date Sold: April 29, 2014

Date Deed to Purchaser Recorded: June 20, 2014

Final Date to Submit Claim: June 22, 2015

RECEIVED
2014 AUG 12 AM 7:25
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 20,400.00 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. 08-0139584; recorded on 3-21-08. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

Abstract of Judgment (3/21/08 #08-139584)

Order (on Judgment) filed and signed by Judge 4/13/07)

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 30 day of July, 2014 at Los Angeles, California
County, State

Minnie Brown
Signature of Claimant

Signature of Claimant

Minnie Brown
Print Name

Print Name

1757 W. Ave. J-15, #5
Street Address

Street Address

Lancaster, CA 93534
City, State, Zip

City, State, Zip

(661)940-4765
Phone Number

Phone Number

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

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



**COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR**

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

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

July 16, 2014

CEASAR BROWN, JR. AND MINNIE M. BROWN
C/O MICHELIZZI / SCHWABACHER / WARD & CO - MC016423
ATTN: THOMAS J. WARD
767 WEST LANCASTER BOULEVARD
LANCASTER, CA 93534

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 349371008-3 Item: 132
Situs Address: 27190 Jarvis St Perris 92570
Assessee: Brown, Stanley H & Raenna F
Date Sold: April 29, 2014
Date Deed to Purchaser Recorded: June 20, 2014
Final Date to Submit Claim: June 22, 2015

Dear Sir or Madame:

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

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

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

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

Sincerely,

DON KENT
TREASURER-TAX COLLECTOR

By Shawana Green
Deputy

RECORDING REQUESTED BY AND MAIL TO:
(Name and mailing address, including city, state,
and ZIP code, of requesting party)

THOMAS J. WARD
Attorney at Law
767 W. Lancaster Blvd.
Lancaster, CA 93534-3135

DOC # 2008-0139584
03/21/2008

Conformed Copy

Has not been compared with original

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

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DOCUMENT TITLE

☒ ABSTRACT OF JUDGMENT

☐ ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT

☐ OTHER (specify): Re: Brown v Premier Choice Mortgage, Inc.
Case No. MC016423

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, state Bar number, and telephone number):

Recording requested by and return to:

Thomas J. Ward
Michelizzi, Schwabacher, Ward & Co
67 West Lancaster Boulevard

Lancaster, CA 93534
(661) 948-5021

☒ ATTORNEY FOR ☒ JUDGMENT CREDITOR ☐ ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: 42011 4th Street West

MAILING ADDRESS: 42011 4th Street West

CITY AND ZIP CODE: Lancaster, CA 93534

BRANCH NAME: North Branch / Lancaster Courthouse

FOR RECORDER'S USE ONLY

PLAINTIFF: STANLEY BROWN, an individual; BENITA BROWN, an individual
DEFENDANT: PREMIER CHOICE MORTGAGE, INC.

CASE NUMBER:

MC016423

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

Stanley Brown
31671 Sundance Way
Lake Elsinore, CA 92532

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): Stanley Brown

c/o Daniel Kensinger, Esq., 3890 Tenth Street, Riverside, CA 92501

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):

Cesar Brown, Jr., 40742 N. Via Sol
Palmdale, CA 93551

5. ☐ Original abstract recorded in this county:

a. Date:

b. Instrument No.:

Date: January 4, 2008

THOMAS J. WARD

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
\$ 12,000

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): April 13, 2007

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):

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 M Butler Deputy

M. BUTLER

[SEAL]



This abstract issued on (date):

MAR 05 2008

JOHN A. CLARKE

PLAINTIFF: STANLEY BROWN, an individual; BENITA BROWN,
an individual
DEFENDANT: PREMIER CHOICE MORTGAGE, INC.

CASE NUMBER:

MC016423

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (name and address):

Minnie M. Brown
40742 N. Via Sol
Palmdale, CA 93551

14. Judgment creditor (name and address):

15. ☐ Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address

Benita Brown
31671 Sundance Way
Lake Elsinore, CA 92532

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):

Daniel E. Kesinger, Attorney
3890 Tenth Street
Riverside, CA 93551

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.

1 MICHELIZZI, SCHWABACHER,
2 WARD & COLLINS
3 A Professional Corporation
4 ATTORNEYS AT LAW
5 767 West Lancaster Boulevard
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CONFIRMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

APR 13 2007

John A. Clarke, Executive Officer/Clerk

By 

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF LOS ANGELES

13 STANLEY BROWN, an individual; BENITA)
14 BROWN, an individual,
15 Plaintiff,

16 v..

17 CEASAR BROWN, JR., an individual,
18 MINNIE M. BROWN, an individual,
19 Defendants.

CASE NO.: MC016423

Assigned to Department A-16
Hon. ALAN S. ROSENFELD

ORDER

Date : April 3, 2007 (Reserved)
Time : 8:30 a.m.
Dept. : A-16
Trial Date: None

20 AND RELATED CROSS-ACTIONS

21 The Motion of Defendant/Cross-Complainants CEASAR BROWN, JR. and MINNIE
22 BROWN for an Order to enter judgment pursuant to a stipulated settlement pursuant to Code of Civil
23 Procedure §664.6 came on regularly for hearing by the Court on April 3, 2007. Plaintiff appeared
24 by counsel Daniel E. Kensinger; Defendants/Cross-Complainants appeared by counsel Thomas J.
25 Ward.

26 On proof made to the satisfaction of the Court that the motion ought to be granted,
27 IT IS ORDERED that the Motion be, and it hereby is, granted and that Judgment be entered
28 pursuant to the terms of the settlement stipulated to by Plaintiffs and Defendants. The handwritten
Settlement Agreement is attached hereto and incorporated herein by reference as Exhibit "A", as

1 further set forth in the Settlement Agreement and Mutual General Release, attached hereto and
2 incorporated herein by reference as Exhibit "B". The judgment entered pursuant to this Stipulation
3 shall accrue interest. The Court retains jurisdiction over the parties at their request in order to
4 enforce the settlement until performance in full of its terms.

5 DATED: APR 13 2007, 2007

6 ~~ALAN S. ROSENFIELD~~
7 HON. ALAN S. ROSENFIELD
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COPY

NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
ATTORNEY FOR (Name)			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS: Click on the button to select the appropriate court address.			
PLAINTIFF: STANLEY AND BENITA BROWN			
DEFENDANT: CEASAR AND MINNIE BROWN			
AND RELATED CROSS-ACTIONS STIPULATION RE SETTLEMENT			CASE NUMBER: MC 016423

IT IS HEREBY STIPULATED, BY AND BETWEEN THE PARTIES, THAT this matter is deemed settled pursuant to the following terms and conditions:

1. STANLEY AND BENITA BROWN AGREE TO ^{sell} CONVEY TITLE TO THE Subject Real Property located at 40742 North Via Sol, Palmdale, CA. 93551 TO CEASAR AND MINNIE BROWN. Subject to the EXISTING ENCUMBRANCE WITH ENCORE CREDIT CORP IN THE APPROXIMATE AMOUNT OF \$290,000.
 2. AS Addition Consideration for the settlement STANLEY AND BENITA BROWN AGREE TO PAY TO CEASAR AND MINNIE BROWN the sum of \$12,000 ^{w/o interest} payable in monthly installments of \$500 until paid in full.
 3. PREMIER CHOICE MORTGAGE, INC. AGREES TO PAY CEASAR AND MINNIE BROWN the sum of \$10,000 to be deposited INTO ESCROW AND CREDITED TOWARDS CLOSING COST WITH ANY EXCES TO BE PAID OUT OF ESCROW TO CEASAR AND MINNIE BROWN.
 4. PREMIER CHOICE MORTGAGE, INC. AGREES TO PAY STANLEY AND BENITA BROWN the sum of \$10,000 to be deposited INTO ESCROW ^{ON BEHALF of CEASAR and MINNIE BROWN} AND CREDITED TOWARDS CLOSING COST WITH ANY EXCES TO BE PAID OUT OF ESCROW TO CEASAR AND MINNIE BROWN.
- This settlement is subject to and conditioned upon CEASAR AND MINNIE BROWN QUALIFYING AND OBTAINING PURCHASE MONEY FINANCING BASED UPON A PURCHASE PRICE OF \$445,000 AND A LOAN AMOUNT OF \$308,000 AS SET FORTH IN THE GOOD FAITH ESTIMATE ATTACHED HERETO AS B

Short Title v. BROWN v BROWN	Case Number MC 016423
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- The Plaintiff agrees to accept said sum as payment in full of all (his/her/their) claims, known or unknown, arising from the events described in the complaint with the knowledge that (he/she/they) will be barred from proceeding against the Defendants(s) in the future regardless of what might happen. *including a waiver of Civil Code § 1*
- Each party will bear its own court costs and attorney fees.
- Parties shall execute mutual releases of all claims *to be drafted by counsel for Premier.*
- This settlement may be enforced pursuant to California Code of Civil Procedure section 664.6 in the Superior Court of Los Angeles County. (If parties to pending litigation stipulate, in writing, for settlement of the case, or part thereof, the Court, upon motion, may enter judgment pursuant to the terms of the settlement.)

☒ Additional pages attached (number) 1

Dated: **STANLEY BROWN**

BENITA BROWN
(TYPE OR PRINT NAME)

Daniel E. Kinsinger
(TYPE OR PRINT NAME)

CEASAR BROWN JR.
(TYPE OR PRINT NAME)
MINNIE BROWN

(TYPE OR PRINT NAME)

PREMIER CHOICE Mortgage Inc.
(TYPE OR PRINT NAME)

(TYPE OR PRINT NAME)

THOMAS J. WARD
(TYPE OR PRINT NAME)

(TYPE OR PRINT NAME)

Stanley O. Brown
(SIGNATURE OF PLAINTIFF)

Benita Brown
(SIGNATURE OF PLAINTIFF)

Daniel E. Kinsinger
(SIGNATURE OF ATTORNEY FOR PLAINTIFF)

Cesar Brown Jr.
(SIGNATURE OF DEFENDANT)

Minnie Brown
(SIGNATURE OF DEFENDANT)

(SIGNATURE OF ATTORNEY FOR DEFENDANT)

Georgina Washington
(SIGNATURE OF President)

Emm Camp
(SIGNATURE OF ATTORNEY FOR Premier Choice Mortgage)

TJW
(SIGNATURE OF ATTORNEY FOR CEASAR BROWN, JR + MINNIE BROWN)

(SIGNATURE OF ATTORNEY FOR)

CASE NAME:

BROWN v. BROWN

CASE NUMBER:

MC 016423

CESAR AND MINNIE BROWN WILL ASSUME ALL OBLIGATIONS FOR MORTGAGE FIRE AND PROPERTY TAXES UPON THE CLOSE OF ESCROW. STANLEY AND BENITA BROWN WILL HAVE NO RESPONSIBILITY FOR ANY OBLIGATIONS FOR MORTGAGE, FIRE AND PROPERTY TAXES UPON THE CLOSE OF ESCROW.

PREMIER CHOICE MORTGAGE, INC WILL SERVE AS THE LOAN BROKER FOR THE SUBJECT TRANSACTION.

PRESTIGE ESCROW WILL ACT AS THE ESCROW HOLDER FOR THE SUBJECT TRANSACTION.

STANLEY AND BENITA BROWN AGREE THIS SETTLEMENTS INCLUDE A GIFT OF EQUITY IN THE SUBJECT PROPERTY IN THE AMOUNT OF \$138,000 TO CESAR AND MINNIE BROWN.

PROPERTY TAXES DUE IN NOV 2006 WILL BE PAID FORWARDS BY CESAR AND MINNIE BROWN AND STANLEY AND BENITA BROWN BY PLACING SAID FUNDS INTO ESCROW THRU ESCROW. BY CESAR AND MINNIE BROWN

IT is also *BB* *SOB*