

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

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

736



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

**SUBMITTAL DATE:**  
**APR 12 2016**

**SUBJECT:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 200, Item 521. Last assessed to: Rayburn Surret. District 4 [\$25,951]. Fund 65595 Excess Proceeds from Tax Sale.

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

1. Approve the claim from Global Discoveries, Ltd., assignee for RNS Servicing, LLC for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 661271030-6;

(continued on page two)

**BACKGROUND:**

**Summary**

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

(continued on page two)

Don Kent  
 Don Kent  
 Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 25,951	\$ 0	\$ 25,951	\$ 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  
 Samuel Wong

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Prev. Agn. Ref.:

District: 4

Agenda Number:

**9-22**

**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 521. Last assessed to: Rayburn Surret. District 4 [\$25,951]. Fund 65595 Excess Proceeds from Tax Sale.

**DATE:** APR 12 2016

**PAGE:** Page 2 of 2

**RECOMMENDED MOTION:**

2. Deny the claim from Daniel A. Heald, attorney for First Portland Corporation;
3. Deny the claims from Wayne Guralnick, attorney for Mission Lakes Country Club Condominiums;
4. Deny the claim from Rayburn Surret;
5. Authorize and direct the Auditor-Controller to issue a warrant to Global Discoveries, Ltd., assignee for RNS Servicing, LLC in the amount of \$25,951.87, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

**BACKGROUND:**

**Summary (continued)**

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

1. Claim from Global Discoveries, Ltd., assignee for RNS Servicing, LLC based on an Assignment of Right to Collect Excess Proceeds dated February 25, 2015 and Abstract of Judgment recorded October 24, 2005 as Instrument No. 2005-0874603, an Abstract of Judgment recorded November 9, 2009 as Instrument No. 2009-0579284 and a Notice of Motion filed January 29, 2015
2. Claim from Daniel A. Heald, attorney for First Portland Corporation based on an Assignment of Right to Collect Excess Proceeds dated November 5, 2015 and an Abstract of Judgment recorded November 9, 2009 as Instrument No. 2009-0579284.
3. Claims from Wayne Guralnick, attorney for Mission Lakes Country Club Condominiums based on a Notice of Assessment Lien recorded July 30, 2013 as Instrument No. 2013-0366105 and a Notice of Assessment Lien recorded October 15, 2013 as Instrument No. 2013-0492634.
4. Claim from Rayburn Surret based on a Quitclaim Deed recorded October 17, 2012 as Instrument No. 2012-0496736.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Global Discoveries, Ltd., assignee for RNS Servicing, LLC be awarded excess proceeds in the amount of \$25,951.87. Since the amount claimed by Global Discoveries, Ltd., assignee for RNS Servicing, LLC exceeds the amount of excess proceeds available; there are no funds available for consideration for the claims from Daniel A. Heald, attorney for First Portland Corporation, Wayne Guralnick, attorney for Mission Lakes Country Club Condominiums and Rayburn Surret. 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 a lien holder of the property.

**ATTACHMENTS (if needed, in this order):**

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



### CLAIM SUMMARY

Date: April 3, 2015  
To: Riverside County Treasurer and Tax Collector  
Assessors Parcel Number: 661271030-6  
Last Assessee: SURRETT RAYBURN  
Sale Date: 4/24/2014  
TC: TC200  
Item Number: 521  
Deadline: 6/20/2015

**RECEIVED**  
2015 APR 28 AM 7:52  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

Dear Treasurer/Tax Collector:

1. Claimant(s): Global Discoveries, Ltd.

The following proof of claim(s) for excess proceeds and documents are attached:

1. Abstract of Judgment, Plaintiff: First Portland Corporation, Defendant: Sheldon Kennedy d/b/a Allied Technology, as Document Number: 2009-0579284, Recorded in Riverside County on 11/09/2009.
2. Order Granting Trustee's Motion to Shorten Notice and Substantively Consolidate Affiliated Non-Debtor Entities Nunc Pro Tunc To the Debtor's Petition Date (Please note, this Order specifically consolidates First Portland Corporation into the Bankruptcy for IFC Credit Corporation.)
3. Notice of Motion
4. Trustee's Motion for Authority to Enter into Supplement Asset Purchase and Transition Services Agreement and to Shorten Notice Thereof
5. Order Granting Trustee's Motion for Authority to Enter into Supplement Asset Purchase and Transition Services Agreement and to Shorten Notice Thereof
6. Entire Case File for RNS Servicing LLC
7. Limited Liability Certificate giving Rebecca Elli authority to sign on behalf of RNS Servicing LLC.
8. Statement of Amount Due and Owning
9. Amount Due and Payable Calculation
10. Assignment of Rights To Collect Excess Proceeds signed by RNS Servicing, LLC
11. Claim form(s) signed by Global Discoveries
12. Photo ID for Assignor: Rebecca Elli
13. Business Card for Assignor: Rebecca Elli

Upon approval, claimant(s) request that the Treasurer and Tax Collector issue its warrant(s) as follows:

- One warrant in the amount of \$25,951.87 or 100% of the claimant's share of the excess proceeds made payable to Global Discoveries Ltd. and mailed to P.O. Box 1748, Modesto, CA 95353-1748.

Please address questions regarding the attached claim(s) to Jed Byerly, Managing Member, at (209) 593-3913, or e-mail to jed@gd-ltd.com.

The Client(s) and the staff of Global Discoveries, Ltd., thank you in advance for your timely review and approval of the attached claim(s).

**Certified Tracking Number: 7014 2120 0004 6428 3529**

# ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

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 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 Global Discoveries Ltd. 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 661271030-6, Tax Sale Number TC200, Item 521 sold at public auction on 4/24/2014. I understand that the total of excess proceeds available for refund is \$ 25,951.87+/-, 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.

Rebecca Elli 2/25/15  
(Signature of Party of Interest/Assignor) (Date)

RNS Servicing, LLC - Rebecca Elli, Member  
(Name Printed)

Tax ID/SS# \_\_\_\_\_

5250 Old Orchard Road Suite 300  
(Address)

Skokie, IL 60077  
(City/State/Zip)

STATE OF CALIFORNIA )  
COUNTY OF COOK ) ss.

(Area Code/Telephone Number)

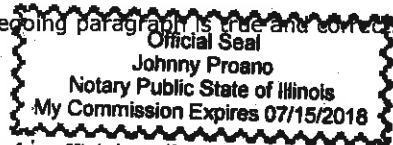
On 2/25/15, before me Johnny Proano - Notary Public  
personally appeared Rebecca Elli Who proved to me on

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

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

WITNESS my hand and official seal.

[Signature]  
(Signature of Notary)



(This area for official seal)

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.

[Signature]  
(Signature of Assignee)

Jed Byerly, Managing Member  
(Name Printed)

Tax ID/SS# \_\_\_\_\_

Global Discoveries Ltd.  
(Address)

STATE OF CALIFORNIA )  
COUNTY OF Stanislaus ) ss.

P.O. Box 1748  
Modesto, CA 95353-1748  
(City/State/Zip)

Phone: \_\_\_\_\_

On \_\_\_\_\_, before me \*\*\*Jed Byerly\*\*\* 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.

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

WITNESS my hand and official seal

(Signature of Notary)

(This area for official seal)

# ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

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 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 Global Discoveries Ltd. 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 661271030-G, Tax Sale Number TC200, Item 521 sold at public auction on 4/24/2014. I understand that the total of excess proceeds available for refund is \$ 25,951.87+/-, 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.

Rebecca Elli 2/25/15  
(Signature of Party of Interest/Assignor) (Date)

Tax ID/SS# \_\_\_\_\_

RNS Servicing, LLC - Rebecca Elli, Member  
(Name Printed)

5250 Old Orchard Road Suite 300  
(Address)

Skokie, IL 60077  
(City/State/Zip)

STATE OF CALIFORNIA )  
COUNTY OF COOK ) ss.

(Area Code/Telephone Number)

On 2/25/15, before me Johnny Proano - Notary Public  
personally appeared Rebecca Elli Who proved to me on

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

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

WITNESS my hand and official seal.

[Signature]  
(Signature of Notary)

Official Seal  
Johnny Proano  
Notary Public State of Illinois  
My Commission Expires 07/15/2016  
(This area for official seal)

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.

[Signature]  
(Signature of Assignee)

Jed Byerly, Managing Member  
(Name Printed)

Tax ID/SS# \_\_\_\_\_

Global Discoveries Ltd.  
(Address)

STATE OF CALIFORNIA )  
COUNTY OF Stanislaus ) ss.

P.O. Box 1748  
Modesto, CA 95353-1748  
(City/State/Zip)

On February 25, 2015, before me Amy L. Elmer - Notary Public  
personally appeared Jed Byerly who proved to

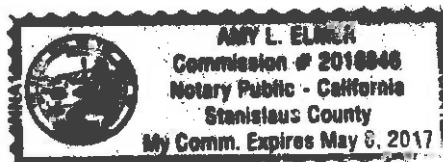
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity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

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

WITNESS my hand and official seal.

[Signature]  
(Signature of Notary)

(This area for official seal)



RECORDING REQUESTED BY  
DANIEL A. HEALD/SBN 114306  
HEMAR, ROUSSO & HEALD, LLP  
15910 VENTURA BOULEVARD  
12TH FLOOR  
ENCINO, CA 91436

WHEN RECORDED MAIL TO  
NAME HEMAR, ROUSSO & HEALD, LLP

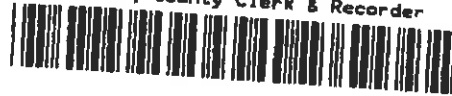
MAILING 15910 Ventura Boulevard  
ADDRESS 12th Floor

CITY, STATE Encino, CA 91436-2829  
ZIP CODE

DOC # 2009-0579284  
11/09/2009 08:00A Fee:20.00  
Page 1 of 3

Recorded in Official Records  
County of Riverside

Larry W. Ward  
Assessor, County Clerk & Recorder



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TITLE(S)

4112-20091472 mllw

ABSTRACT OF JUDGMENT



21

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

Recording requested by and return to: 4112/20091472mlw

DANIEL A. HEALD, SBN 114306  
HEMAR, ROUSSO & HEALD, LLP  
15910 VENTURA BLVD.  
12TH FLOOR  
ENCINO, CALIFORNIA 91436  
818-501-3800

☒ ATTORNEY FOR ☒ JUDGMENT CREDITOR ☐ ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Riverside

STREET ADDRESS: 4050 Main Street

MAILING ADDRESS:

CITY AND ZIP CODE: Riverside, CA 91346

BRANCH NAME:

FOR RECORDER'S USE ONLY

PLAINTIFF: FIRST PORTLAND CORPORATION

CASE NUMBER:

DEFENDANT: SHELDON KENNEDY d/b/a ALLIED TECH LAPPING & POLISHING d/b/a ALLIED TECHNOLOGY

RIC418795

**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

Sheldon Kennedy d/b/a/ Allied Tech Lapping & Polishing d/b/a/ Allied Technology  
22345 Hayworth Court  
Corona, Ca 92883

- 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): Sheldon Kennedy d/b/a/ Allied Tech Lapping & Polishing d/b/a/ Allied Technology  
22345 Hayworth Court, Corona, Ca 92883

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):

FIRST PORTLAND CORPORATION c/o Hemar, Roussou & Heald, 15910 Ventura Blvd. 12th Fl. Encino, CA 91436

5. ☐ Original abstract recorded in this county:

a. Date:

b. Instrument No.:

Date: September 25, 2009

DANIEL A. HEALD

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:  
\$ 20,676.28

10. ☐ An ☐ execution lien ☐ attachment lien is endorsed on the judgment as follows:

a. Amount: \$ 0.00

b. In favor of (name and address):

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

8. a. Judgment entered on (date): 9/7/04

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  Deputy

[SEAL]



This abstract issued on (date):

OCT 06 2009



PLAINTIFF: FIRST PORTLAND CORPORATION	CASE NUMBER:
DEFENDANT: SHELDON KENNEDY d/b/a ALLIED TECH LAPPING & POLISHING d/b/a ALLIED TECHNOLOGY	RIC418795

**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

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):

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

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):

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.

EJ-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and address):  
☒ Recording requested by and return to:  
 Alex Darcy (CSBA No. 189315)  
 Askounis & Borst, P.C.  
 303 East Wacker Drive, Suite 1000  
 Chicago, IL 60601

TEL NO.: \_\_\_\_\_

☒ ATTORNEY FOR ☒ JUDGMENT CREDITOR ☐ ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF **Riverside**  
 STREET ADDRESS: **4050 Main Street**  
 MAILING ADDRESS: \_\_\_\_\_  
 CITY AND ZIP CODE: **Riverside, CA 92501**  
 BRANCH NAME: \_\_\_\_\_

PLAINTIFF: **First Portland Corporation**

DEFENDANT: **Sheldon Kennedy d/b/a Allied Tech Lapping & Polishing d/b/a Allied Technology**

**ABSTRACT OF JUDGMENT** ☐ Amended

DOC # 2005-0874603

10/24/2005 08:00A Fee:18.00

Page 1 of 3

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

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A	R	L			COPY	LONG	REFUND	NCHG	EXAM

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  
 Sheldon Kennedy d/b/a Allied Tech Lapping & Polishing d/b/a Allied Technology  
 22345 Hayworth Court  
 Corona, CA 92883

- b. Driver's license No. and state:

- c. Social security No.:

☒ Unknown☐ Unknown

- d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): Sheldon Kennedy d/b/a Allied Tech Lapping & Polishing d/b/a Allied Technology, 22345 Hayworth Court, Corona, CA 92883

- e. ☐ Original abstract recorded in this county:

(1) Date:

(2) Instrument No.:

- f. ☐ Information on additional judgment debtors is shown on page two.

Date: August 8, 2005

Alex Darcy

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

2. a. ☒ I certify that the following is a true and correct abstract of the judgment entered in this action.

- b. ☐ A certified copy of the judgment is attached.

3. Judgment creditor (name and address):

First Portland Corporation, 7145 SW Varna Street,  
 Portland, Oregon 97223

4. Judgment debtor (full name as it appears in judgment):

Sheldon Kennedy d/b/a Allied Tech Lapping & Polishing d/b/a Allied Technology

6. Total amount of judgment as entered or last renewed:  
 \$ 20,676.28

7. ☐ An ☐ execution lien ☐ attachment lien is endorsed on the judgment as follows:

a. Amount: \$

b. In favor of (name and address):

5. a. Judgment entered on (date): September 7, 2004

- b. Renewal entered on (date):

This abstract issued on (date):

OCT 03 2005

8. A stay of enforcement has

- a. ☒ not been ordered by the court.

- b. ☐ been ordered by the court effective until (date):

9. ☐ This judgment is an installment judgment.

Clerk, by W. Amredondo, Deputy

PLAINTIFF: First Portland Corporation	CASE NUMBER:
DEFENDANT: Sheldon Kennedy d/b/a Allied Tech Lapping & Polishing d/b/a Allied Technology	RIC418795

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS

10. Name and last known address

Driver's license No. & state: ☐ Unknown  
 Social security No.: ☐ Unknown  
 Summons was personally served at or mailed to (address):

14. Name and last known address

Driver's license No. & state: ☐ Unknown  
 Social security No.: ☐ Unknown  
 Summons was personally served at or mailed to (address):

11. Name and last known address

Driver's license No. & state: ☐ Unknown  
 Social security No.: ☐ Unknown  
 Summons was personally served at or mailed to (address):

15. Name and last known address

Driver's license No. & state: ☐ Unknown  
 Social security No.: ☐ Unknown  
 Summons was personally served at or mailed to (address):

12. Name and last known address

Driver's license No. & state: ☐ Unknown  
 Social security No.: ☐ Unknown  
 Summons was personally served at or mailed to (address):

16. Name and last known address

Driver's license No. & state: ☐ Unknown  
 Social security No.: ☐ Unknown  
 Summons was personally served at or mailed to (address):

13. Name and last known address

Driver's license No. & state: ☐ Unknown  
 Social security No.: ☐ Unknown  
 Summons was personally served at or mailed to (address):

17. Name and last known address

Driver's license No. & state: ☐ Unknown  
 Social security No.: ☐ Unknown  
 Summons was personally served at or mailed to (address):

18. ☐ Continued on Attachment 18.

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
Eastern Division

In Re: ) BK No.: 09-27094  
)  
IFC CREDIT CORPORATION, )  
) Chapter: 7  
) Honorable Jacqueline Cox  
)  
Debtor(s) )

**ORDER GRANTING TRUSTEE'S MOTION TO SHORTEN NOTICE AND  
SUBSTANTIVELY CONSOLIDATE AFFILIATED NON-DEBTOR ENTITIES NUNC PRO  
TUNC TO THE DEBTOR'S PETITION DATE**

This matter came before the Court upon the motion ("Motion") of David P. Leibowitz ("Trustee"), chapter 7 trustee for the estate of IFC Credit Corporation ("Debtor") to shorten notice and substantively consolidate affiliated non-Debtor Entities (as defined in the Motion) with the Debtor's estate nunc pro tunc or retroactive to July 27, 2009 ("Petition Date").

The Court, satisfied with representations made in the Motion and in the Declaration of Rebecca Elli submitted in support of the Motion, and after due deliberation on the Motion, the relief requested should be granted as set forth herein:

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Application is GRANTED as set forth herein.
2. The Trustee's Motion to shortening the notice for the presentment of the Motion is granted.
3. The following affiliated non-debtor entities shall be substantively consolidated with the Debtor's estate nunc pro tunc to or retroactively to the Petition Date: (a) Augusta Mill Acquisition LLC; (b) Augusta Real Estate Owner, LLC; (c) First Portland Corporation; (d) FP Holdings, Inc.; (e) FPC Leasing, LLC; (f) IFC Capital Funding III, LLC; (g) IFC Capital Funding VII, LLC; and (h) Pioneer Capital Corporation of Texas.
4. The Trustee shall administer the Debtor's estate as if all of the assets and liabilities of the entities listed in the preceding paragraph were included within the assets and liabilities of the Debtor.

5. This order is without prejudice to any rights, in the nature of defenses or claims, of any party under Chapter 5 of the Bankruptcy Code.

Dated: **JUN 28 2012**

Prepared by:

David P. Leibowitz (ARDC # 1612271)  
Lakelaw  
420 W. Clayton Street  
Waukegan, IL 60085

Enter:

*Jacqueline P. Cox*  
*J.P. Cox*

United States Bankruptcy Judge

**Prepared by:**

Jonathan T. Brand (ARDC #6294885)

Lakelaw

53 W. Jackson Street, Suite 1610

Chicago, IL 60604

Telephone: (312) 360-1505

Facsimile: (312) 360-1502

Email: [jbrand@lakelaw.com](mailto:jbrand@lakelaw.com)

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

In re

IFC CREDIT CORPORATION,

Debtor.

Case No. 09-B-27094

Hon. Jacqueline P. Cox

## Chapter 7

Hearing Date: February 4, 2015  
9:30 a.m.

**NOTICE OF MOTION**

**To:** See attached Service List.

**PLEASE TAKE NOTICE** that on **Wednesday, February 4, 2015, at 9:30 a.m.**, we will appear before the Honorable Jacqueline P. Cox or such other Judge as may be presiding in that Judge's stead, in Courtroom 680, Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604, and present this, our **Chapter 7 Trustee's Motion for Authority to Enter Into Supplement Asset Purchase and Transition Services Agreement and Shorten Notice Thereof**, a copy of which is attached hereto and served upon you herewith.

**DAVID P. LEIBOWITZ, CHAPTER 7  
TRUSTEE FOR THE ESTATE OF IFC  
CREDIT CORPORATION**

By: /s/ David P. Liebowitz

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**CERTIFICATE OF SERVICE**

On January 29, 2015, the undersigned certifies that on this date, she caused a copy of the above document to be served upon each person shown on the within Notice, by United States Mail, with postage prepaid, at Waukegan, Illinois. Those marked with an \* were served via CM/ECF, the Court's electronic notification system.

/s/ Aquanda Thomas

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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

In re	)	
	)	
IFC CREDIT CORPORATION,	)	Case No. 09-B-27094
	)	
	)	Hon. Jacqueline P. Cox
	)	
Debtor.	)	Chapter 7
	)	
	)	Hearing Date: February 4, 2015
	)	9:30 a.m.

**TRUSTEE'S MOTION FOR AUTHORITY TO ENTER INTO A SUPPLEMENT ASSET  
PURCHASE AND TRANSITION SERVICES AGREEMENT  
AND TO SHORTEN NOTICE THEREOF**

David P. Leibowitz, as Chapter 7 Trustee of IFC Credit Corporation, hereby files his Motion for Authority to Enter into Supplement Asset Purchase and Transition Services Agreement ("Supplement") appended hereto as Exhibit A. In further support of this Motion, the Trustee states as follows:

1. In this Motion, the Trustee seeks authority under 11 U.S.C. §363(b) to enter into and perform under an agreement that will accomplish two things. First, the Supplement will dispose of a specific judgment and several miscellaneous other assets which remain an asset of the Estate ("Assets"). The judgment consist of a judgment IFC Credit Corporation received against Ron VanDenHeuvel and companies associated with him prior to the filing of this bankruptcy case (the "Judgment").

2. Second, the Trustee will secure from the purchaser a promise to provide, services at \$225/hour (the "Services") as requested by the Trustee to assist in closing this case. The purchaser is owned by Steve Csar and Rebecca Elli, two longtime IFC employees who have worked for the Trustee since the filing of this case. Steve Csar has worked in the lease servicing

area; Rebecca Elli is a lawyer who has worked on leasing and tax issues. These individuals, who will provide the Services required by the Supplement, are repositories of vast amounts of information on IFC, its creditors, and tax obligations. The Trustee believes that they can provide information necessary for the Trustee to close the estate.

3. The total consideration for the purchase of the Assets is \$10,012.50, which shall be offset and reduce the total value of the services sought by the Trustee from the purchaser.

#### **Jurisdiction and Venue**

4. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a "core" proceeding pursuant to 28 U.S.C. §157(b)(2). The statutory predicates for the relief sought herein are Section 363 of title 11 of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure 6004.

#### **Relief Requested**

5. The Trustee seeks the entry of an order authorizing the Trustee to execute and perform under the Supplement in the form attached hereto as **Exhibit A**, and authorize the Trustee to employ RNS as an agent of the estate to assist in closing the estate.

#### **Discussion**

6. The Agreement clears the way for closing this case. It will relieve the estate of the Assets and allows the Trustee to employ individuals that have worked with the estate for the past 5 years.

7. The Trustee believes that the services to be provided by the purchaser will provide a benefit to the estate and that the purchaser's retention is in the best interests of creditors and other parties in interest.

8. Section 363(b)(1) of the Bankruptcy Code provides that the Trustee, "after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. §363(b)(1).

9. The courts have uniformly held that approval of a proposed sale of property pursuant to Section 363(b) of the Bankruptcy Code is appropriate if a court finds that the transaction represents a reasonable business judgment on the part of the debtor. *See Committee of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071 (2d Cir. 1983); *Stephens Indus., Inc. v. McClung*, 789 F.2d 386, 391 (6th Cir. 1986); *In re Delaware & Hudson Ry. Co.*, 124 B.R. 169, 176 (D. Del. 1991).

10. The Trustee believes that the proposed sale of the estate's right, title and interest in the Assets and the securing of the Services represent a prudent and proper exercise of the Trustee's business judgment.

11. The Trustee has made inquiry in whether there are other parties that maybe interested in purchasing the Assets. To date, no such offers have come forward.

12. Allowing the transaction to proceed will also relieve the estate from the burden of attempting to administer Assets of dubious value and enable the Trustee to more promptly close the estate.

**The Assets Should Be Sold and Assigned Free and Clear of All Liens, Claims and Interests**

13. Section 363(f) of the Bankruptcy Code permits the Trustee to sell and assign the Assets free and clear of all liens, claims, and interests. As Section 363(f) is stated in the disjunctive, when proceeding pursuant to Section 363(b), it is only necessary to meet one of the five conditions of Section 363(f).

14. The Trustee believes that the Assets are free and clear of any liens, claims or encumbrances as all liens which may have attached to the judgment have been satisfied.

15. The Trustee has investigated the Judgment and ability to enforce the Judgment towards a significant recovery for the estate. Based on this investigation, the Trustee has discovered that Mr. VanDenHeueval has approximately \$50 million in judgment lien creditors with judgments against him.

16. The Trustee believes the time, effort and most importantly, expense, for the estate would be significant for a speculative or uncertain result.

**The Purchaser Is A “Good Faith Purchaser”**

17. Pursuant to Section 363(m) of the Bankruptcy Code, a good faith purchaser is one who purchases assets for value, in good faith, and without notice of adverse claims. *In re Mark Bell Furniture Warehouse, Inc.*, 992 F.2d 7, 8 (1st Cir. 1993). Although the purchaser here, through its owners, is affiliated with the Trustee, that relationship has been disclosed and is open for scrutiny. Also, it is unlikely that anyone other than the owners of the purchaser would be interested in the Assets, or could offer and provide the Services that the purchaser will provide to the Trustee. Nonetheless, should any other party make an offer for the Judgment or any of the Assets, between the date of filing this Motion and the hearing date, the Trustee will consider the offer.

**Application of Prior Liquidation Order**

18. On January 28, 2010, the Court entered that Order Authorizing Trustee to Liquidate the Debtor’s Estate Pursuant to Sections 704 and 105 of the Bankruptcy Code (the “Liquidation Order”). Among other provisions, the Liquidation Order stated that work performed by the Trustee and his agents, including those employees of IFC who worked during the time of this case, was covered by the *Barton Doctrine* and that any complaint regarding such work must therefore be brought to this Court. As a condition to its performance under the Agreement, the purchaser has required that the order approving this sale provides that the

Liquidation Order applies to the Services and to any actions taken by purchaser to collect or otherwise liquidate the Judgment. As the Purchaser will be performing the work of the Trustee, the Trustee believes that applying the Liquidation Order to the Services and collections to be performed under the Agreement is reasonable.

**Proposed Notice Procedures**

19. Pursuant to Rule 2002(a)(2) of the Federal Rules of Bankruptcy Procedure, Notice of this Motion has been provided by electronic mail to all parties that appear on the ECF service list for this case. Because of the small amount involved, and the fact that the ECF list includes counsel for many firms in the equipment leasing business (either as lessors or lenders to lessors), the Trustee submits that such service is sufficient. In light of the need to move forward with the proposed sale, and allow for an appropriate amount of time to close on the Supplement, the Trustee has noticed this Motion on seven (7) days' notice. To the extent necessary, the Trustee requests that this Court waive any additional or further notice as is necessary pursuant to the Federal Rules of Bankruptcy Procedure.

**CONCLUSION**

**WHEREFORE**, the Trustee requests the following relief:

A. Entry of an order authorizing the Trustee to execute and perform under the Agreement, that incorporates the Liquidation Order, and that limits notice of this motion to the notice actually given; and

B. Granting the Trustee such other and further relief as may be appropriate under the circumstances.

Dated: January 29, 2015.

Respectfully Submitted,

David P. Leibowitz, as Chapter 7 Trustee of IFC  
Credit Corporation

/s/ David P. Leibowitz

David P. Leibowitz (ARDC # 1612271)

Lakelaw

420 W. Clayton Street

Waukegan, Illinois 60085-4216

Phone: 847.249.9100

Facsimile: 847.249.9180



# EXHIBIT A

**SUPPLEMENTAL ASSET PURCHASE AND TRANSITION SERVICES  
AGREEMENT**

THIS SUPPLEMENTAL ASSET PURCHASE AND TRANSITION SERVICES AGREEMENT (this "Agreement"), dated as of January 28, 2015 is hereby entered into by and between RNS Servicing, LLC ("Buyer") and David P. Leibowitz ("Seller"), not individually but solely in his capacity as chapter 7 trustee for the estate of IFC Credit Corporation (the "Debtor"). The Buyer and Seller shall be collectively referred to herein as the "Parties".

**RECITALS**

WHEREAS, on July 27, 2009 the Debtor filed a petition for relief under Chapter 7 of Title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. ("Bankruptcy Code") in the United States Bankruptcy Court for the Northern District of Illinois ("Bankruptcy Court"), case number 09-27094 (the "Bankruptcy Case"). On the Petition Date, Seller was appointed to serve as chapter 7 trustee of the Debtor and continues to serve in that capacity.

WHEREAS, the Debtor was in the business of equipment leasing (the "Business");

WHEREAS, the Seller, through analysis, litigation and settlement, has created an estate which consists of certain properties of the Debtor;

WHEREAS, on or about August 27, 2014, pursuant to that Asset Purchase and Transition Services Agreement (the "Original Agreement") Buyer purchased from Seller certain assets of Buyer, and Buyer agreed to provide certain services to Seller;

WHEREAS, in exchange for additional services to be provided by Buyer, Seller agrees to sell additional assets to Buyer; and

WHEREAS, the Seller will seek the entry of an order from the Bankruptcy Court authorizing the sale of certain additional assets to the Buyer on the terms set forth herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

**ARTICLE I - - ADDITIONAL DEFINITIONS**

1.1 **New Defined Terms**. The defined terms set forth in the Original Agreement shall have the same meaning herein, except that:

"Supplemental Purchased Assets" shall include, other than the Excluded Assets, the following of any of the Consolidated Sellers: (i) any claims or judgments against Tissue Products Technology Corp., Partners Concepts Development, Inc., and Ronald H. Van Den

Heuvel, and (ii) all notes and other claims and rights against any of First Mac Trucks, Inc., First Mac Trucks II, LLC, The Canham Group, Thomas R. Canham, and Erick E. Salazar.

"Supplemental Sale Approval Order" shall mean an order of the Bankruptcy Court, in a form reasonably satisfactory to Buyer and Seller, authorizing the Seller's execution and performance under this Agreement.

"Excluded Assets" shall mean all of Seller's rights to recoveries in connection with (1) litigation brought by the Seller against Jack Whittington Trust, David Holden, Joyce Holden, Robert Mathison, Nancy Mathison, Daniel Devoe, and Silent Partner Advisors (referred to as the "Holden Litigation"); (2) any rights to amounts owed from any government agencies for the return or refund of taxes or fees previously paid by any of the Consolidated Sellers; (3) any rights or claims Seller may have as a plaintiff in any class action litigation; and (4) all other assets not included within Leasing Assets or not specifically enumerated herein. The Parties agree that Excluded Assets, as defined herein and in the Original Agreement, does not include any rights to amounts owed from any government agency related to any Leasing Asset (as defined in the Original Agreement).

## **ARTICLE II - - PURCHASE AND SALE AGREEMENT**

2.1 **Transfer and Assignment of Purchased Assets.** Upon the terms and subject to the conditions and provisions contained herein, at the Closing (as defined herein) Consolidated Seller shall sell, convey, transfer, assign and deliver to Buyer, and Buyer shall acquire and accept from Consolidated Seller, the Supplemental Purchased Assets free and clear of all Encumbrances.

2.2 **Authority to Negotiate Payments.** Consolidated Seller hereby grants to Buyer the full power and authority to endorse and negotiate (in the name of Seller, if necessary), deposit, and use as Buyer sees fit any check or other instrument that is received by Buyer on account of a Purchased Asset or Supplemental Purchased Asset.

2.3 **Excluded Assets.** Notwithstanding anything to the contrary contained herein, the Supplemental Purchased Assets transferred pursuant to this Agreement shall not include, and Seller shall retain all its rights, title and interests (if any) in and to, and shall not sell, transfer, assign and deliver to Buyer, any of the Excluded Assets.

2.4 **No Assumption of Liabilities.** Buyer is not agreeing herein to assume, agree to pay, perform or discharge or otherwise have any responsibility for any Liabilities or obligations of any Consolidated Seller or Debtor, fixed or contingent, and whether arising or to be performed prior to, on or after the Closing Date. Without in any way limiting the generality of the foregoing, Buyer does not assume the Excluded Liabilities as defined in the Original Agreement.

2.5 **Purchase Price.** Upon the terms and subject to the conditions set forth herein, Buyer shall pay Ten Thousand Dollars (\$10,012.50) ("Purchase Price") to Seller for the sale, transfer, assignment, conveyance and delivery of the Supplemental Purchased Assets free and clear of all Encumbrances. Payment shall be made as set forth in Article IV below.

2.6 **No Representations And Warranties – “As Is, Where Is and With All Faults”.**

OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER AGREES THAT NO REPRESENTATIONS OR WARRANTIES BY OR ON BEHALF OF THE DEBTOR OR THE SELLER HAVE BEEN MADE TO BUYER AS TO THE SUPPLEMENTAL PURCHASED ASSETS, INCLUDING, WITHOUT LIMITATIONS, THE CONDITION OF THE PERSONAL PROPERTY, THE APPLICABILITY OF ANY GOVERNMENTAL REQUIREMENTS OR ENVIRONMENTAL LAWS, OR THE SUITABILITY OF THE SUPPLEMENTAL PURCHASED ASSETS FOR ANY PURPOSE WHATSOEVER, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO THE OPERATIONS OF THE PURCHASED ASSETS; AND THAT EXCEPT AS SET FORTH IN THIS AGREEMENT, BUYER IS BUYING THE SUPPLEMENTAL PURCHASES ASSETS “AS IS, WHERE IS” AND “WITH ALL FAULTS”. BUYER REPRESENTS TO THE SELLER THAT THE BUYER HAS MADE ITS OWN INDEPENDENT INVESTIGATION OF THE SUPPLEMENTAL PURCHASED ASSETS AND IS RELYING SOLELY ON THE INDEPENDENT INVESTIGATION IN MAKING ITS DECISION TO ACQUIRE THE SUPPLEMENTAL PURCHASED ASSETS.

**ARTICLE III - CLOSING**

3.1 **Closing.** Subject to the conditions set forth herein, the closing of the transactions contemplated herein (“Closing”) shall be held within ten (10) business days after entry of the Supplemental Sale Approval Order.

3.2 **Conveyances at Closing.** At the Closing, the Seller shall deliver to Buyer:

(i) A bill of sale conveying all of the Supplemental Purchased Assets free and clear of all Encumbrances substantially in the form attached hereto as **Exhibit A**; and

(ii) A general assignment of all judgments in the form attached hereto as **Exhibit B** (which assignment shall include judgments that are part of the Supplemental Purchased Assets hereunder and that are part of the Purchased Assets under the Original Agreement);

(iii) An assignment of the VanDenHuevel judgment in the form of **Exhibit C** hereto;

(iv) The original of each promissory note included in the Supplemental Purchased Assets along with, for each note, an allonge or other written evidence of transfer; and

(v) possession and control of the Supplemental Purchased Assets.

3.3 **Removal of Supplemental Purchased Assets.** As soon as practicable after the Closing, Buyer shall remove from the premises of the Seller all Supplemental Purchased Assets that exist in physical form.

3.4 **Other Closing Matters.** On the terms and subject to the conditions of this Agreement, each of the Parties shall use their reasonable efforts to take such other actions required hereby to be performed by it prior to or on the Closing Date.

3.5 **Bankruptcy Court Approval.** The Parties acknowledge that this Agreement is subject to Bankruptcy Court approval after a motion seeking approval of this Agreement in accordance with the terms of this Agreement.

3.6 **Closing Costs and Other Expenses of the Transaction.** Except as otherwise provided in this Agreement, each Party hereto will bear its own costs and fees incident to its negotiation and preparation of this Agreement and to its performance and compliance with all agreements contained herein on its part to be performed, including the fees, expenses, and disbursements of its respective professionals. Buyer shall pay any transfer taxes.

3.7 **Post-Closing.** After the Closing the Buyer shall have sole and exclusive rights to the Supplemental Purchased Assets and Seller shall not take any action with regard to the Supplemental Purchased Assets except as requested by Buyer.

#### **ARTICLE IV - TRANSITION SERVICES**

4.1 **Post-Closing Services.** Effective January 15, 2015 through the completion of the tasks listed below, but not later than April 15, 2015, Buyer shall provide to Seller administrative support (the "Support") reasonably requested by Seller, but limited to such tasks and services as necessary or advisable for Seller to complete and close the Bankruptcy Case. The Support may include:

- Resolving unregistered sales tax issues;
- Assisting with the last Omnibus Objection to claims;
- Reconciling claim amounts (post vs. pre petition amounts due);
- Reconciling and updating Master Claims Report;
- Completion of claims analysis;
- Handling distributions to taxing jurisdictions and discharge of related claims;
- Identifying and noticing taxing jurisdictions re no further claims.

4.2 **Compensation.** For the Support, Seller pay to Buyer \$225 for every hour worked by Rebecca Elli and Steve Csar on the Support. Buyer shall send to Seller weekly statements of time spent (by the tenth of the hour) in providing the Support. Compensation for the first 44.5 hours of such services shall be credited against the Purchase Price. Any compensation in excess of \$10,012.50 for Support shall be paid to Buyer in cash within two weeks of Seller's receipt of an invoice from Buyer. In the event total compensation is less than \$10,012.50, Buyer shall pay the balance of the Purchase Price within two weeks of when Seller confirms to Buyer that no

further Support is needed. Except as set forth herein, Seller shall have no obligation to provide any compensation or benefits to Buyer for the Support.

#### **ARTICLE V - - REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller incorporates herein the representations and warranties given to Buyer in Article V of the Original Agreement, provided that, for purposes of this Agreement, any reference therein to "Agreement" shall mean this Agreement and any reference therein to "Purchased Assets" shall mean the Supplemental Purchased Assets.

#### **ARTICLE VI - - REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer incorporates herein the representations and warranties given to Seller in Article VI of the Original Agreement, provided that, for purposes of this Agreement, any reference therein to "Agreement" shall mean this Agreement.

#### **ARTICLE VII - - ADDITIONAL COVENANTS**

The Parties incorporate herein the Additional Covenants in Article VII of the Original Agreement, provided that, for purposes of this Agreement, any reference therein to "Agreement" shall mean this Agreement, any reference to "Purchased Assets" means Supplemental Purchased Assets, any reference to "Closing" means Closing as defined herein, and the reference to "Sale Approval Order" means the Supplemental Sale Order.

#### **ARTICLE VIII - - CONDITIONS TO SELLER'S OBLIGATIONS**

The obligations of Seller to sell the Supplemental Purchased Assets and to consummate the transactions contemplated hereby are subject to the satisfaction on or prior to the Closing of each of the following conditions, any of which may be waived (in whole or in part) by Seller in writing:

8.1 **Entry of Supplemental Sale Approval Order.** The Supplemental Sale Approval Order shall have been entered by the Bankruptcy Court and shall not have been stayed.

8.2 **Litigation.** There shall not be any judgment, decree, injunction, order or ruling in effect preventing the consummation of the transactions contemplated by this Agreement.

8.3 **Covenants and Representations.** Buyer shall have performed in all material respects all agreements and covenants required hereby to be performed under this Agreement by Buyer prior to the Closing.

8.4 **Deliveries.** At the Closing Date, Buyer shall have delivered to Seller the items set forth in Section 3.2(b) above and such other documents or instruments as Seller or its counsel may reasonably request to effect the transactions contemplated hereby.

## **ARTICLE IX - - CONDITIONS TO BUYER'S OBLIGATIONS**

The obligations of Buyer to purchase the Supplemental Purchased Assets and to consummate the transactions contemplated hereby are subject to the satisfaction, on or prior to the Closing, of each of the following conditions, any of which may be waived (in whole or in part) by Buyer in writing:

9.1 **Entry of Supplemental Sale Approval Order.** The Sale Approval Order shall have been entered by the Bankruptcy Court and no appeal or reconsideration of the Sale Approval Order shall have been taken and no stay of the Sale Approval Order shall have been requested or granted.

9.2 **Litigation.** There shall not be any judgment, decree, injunction, order or ruling in effect preventing the consummation of the transactions contemplated by this Agreement.

9.3 **Covenants and Representations.** Seller shall have performed in all material respects all agreements and covenants required hereby to be performed by Seller prior to the Closing, and the representations and warranties of Seller in Article IV shall be true and correct in all material respects as of the Closing with the same force and effect as if such representations and warranties had been made on and as of the Closing.

9.4 **Instruments of Conveyance, Certificates.** Seller shall have executed (as applicable) and delivered to Buyer the items set forth for in Section 3.2(a) above and such other documents or instruments as Seller or its counsel may reasonably request to effect the transactions contemplated hereby.

## **ARTICLE X - - TERMINATION**

10.1 **Termination.** This Agreement may be terminated: (a) by mutual written agreement of Seller and Buyer; (b) by either Seller or Buyer if the Bankruptcy Court approves a higher or better offer for all or some of the Supplemental Purchased Assets; (c) by Buyer if Seller has not filed with the Bankruptcy Court by January 31, 2015 a motion for entry of the Supplemental Sale Approval Order; (d) by either Seller or Buyer if the Bankruptcy Court fails to enter the Supplemental Sale Approval Order by February 11, 2015; (e) by Buyer if any of the conditions set forth in Article IX herein have not been satisfied within the time set forth herein for the Closing; and (f) by Seller if any of the conditions set forth in Article VIII have not been satisfied within the time set forth herein for the Closing.

10.2 **In the Event of Termination; Remedies.** In the event of termination of this Agreement pursuant to Section 10.1:

(a) each Party shall return or destroy all documents, work papers and other material provided by the other Party relating to the transactions contemplated hereby, whether obtained before or after the execution hereof, to the Party furnishing the same;

(b) except as expressly provided otherwise herein, all obligations of the parties hereto under this Agreement shall terminate and there shall be no liability of any Party hereto to any

other party and each Party hereto shall bear its own expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement.

#### ARTICLE XI - MISCELLANEOUS

The parties incorporate herein the Miscellaneous provisions in Article XI of the Original Agreement, provided that, for purposes of this Agreement, any reference therein to "Agreement" shall mean this Agreement, any reference to "Purchased Assets" means Supplemental Purchased Assets, any reference to "Closing" means closing as defined herein, and the reference to "Sale Approval Order" means the Supplemental Sale Order.

IN WITNESS WHEREOF, the Parties hereto have caused this Supplemental Asset Purchase Agreement to be executed by their respective duly authorized person as of the day and year first above written.

SELLER:

DAVID P. LEIBOWITZ, CHAPTER 7  
TRUSTEE FOR ESTATE OF IFC CREDIT  
CORPORATION

By: 

Name: David P. Leibowitz

Title: Chapter 7 Bankruptcy Trustee

BUYER:

RCS SERVICING, LLC

By: 

Name: Rebecca Elli

Title: Member



**EXHIBIT A**

**BILL OF SALE AND ASSIGNMENT**

**THIS BILL OF SALE AND ASSIGNMENT**, is made and delivered this \_\_\_\_ day of February, 2015, by **David P. Leibowitz, Chapter 7 Trustee for the estate of IFC CREDIT CORPORATION and the following Substantively Consolidated Entities: (a)** Augusta Mill Acquisition LLC; (b) Augusta Real Estate Owner, LLC; (c) First Portland Corporation; (d) FP Holdings, Inc.; (e) FPC Leasing, LLC; (f) IFC Capital Funding III, LLC; (g) IFC Capital Funding VII, LLC; and (h) Pioneer Capital Corporation of Texas (all collectively, "Seller"), to RNS Servicing, LLC, an Illinois limited liability company ("Buyer").

**WHEREAS**, for good and valuable consideration, Seller has agreed to transfer and assign to Buyer, and Buyer has agreed to accept and take from Seller, all of Seller's right, title and interest in and to the Supplemental Purchased Assets, as such term is defined in that certain Supplemental Asset Purchase And Transition Services Agreement (the "Supplemental Purchase Agreement") by and between Buyer and Seller dated as of January 28, 2015 (the "Purchased Assets") free and clear of all Encumbrances. All capitalized terms not herein defined shall have the same meanings as set forth in the Supplemental Purchase Agreement.

**NOW, THEREFORE**, pursuant to the consideration set forth above, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. **Conveyance**. Seller hereby assigns, transfers, conveys and delivers to Buyer all of the right, title and interest of Seller in and to the Supplemental Purchased Assets free and clear of all Encumbrances.
2. **Representation and Warranty**. OTHER THAN AS SET FORTH IN THE SUPPLEMENTAL PURCHASE AGREEMENT, THE SUPPLEMENTAL PURCHASED ASSETS ARE BEING SOLD WITHOUT ANY REPRESENTATION OR WARRANTY INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
3. **Power of Attorney**. Seller hereby irrevocably designates, makes, constitutes and appoints Buyer, its successors or assigns, the true and lawful attorney (and agent-in-fact) of Seller with full power of substitution, for the benefit and at the expense of Buyer (a) where such proceedings cannot be in the name of Buyer, its successors and assigns, to institute and prosecute all proceedings that Buyer may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to any item of the Supplemental Purchased Assets, to defend or compromise any and all actions, suits or proceedings in respect of any item of the Supplemental Purchased Assets, and to do all such acts and things in relation thereto as Buyer shall deem advisable, provided that Buyer provides Seller with contemporaneous notice of each instance when it invokes this power of attorney; and (b) to endorse Seller's name on any payment, instrument, notice, or other similar document or agreement relating to the Supplemental Purchased Assets for the period commencing with the date hereof that may come in to the possession of Buyer or under Buyer's control with respect to the Supplemental Purchased Assets.

Seller acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable by Seller in any manner or for any reason.

4. Underpings. If, subsequent to the date hereof, any property that is part of the Supplemental Purchased Assets herein conveyed comes into possession of Seller, Seller shall promptly deliver the same to Buyer.

5. Governing Law. This Bill of Sale and Assignment shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflicts of laws principles.

IN WITNESS WHEREOF, the undersigned has caused this Bill of Sale and Assignment to be executed and delivered as of the date first above written.

SELLER:

DAVID P. LEIBOWITZ, CHAPTER 7  
TRUSTEE FOR THE ESTATE OF IFC  
CREDIT CORPORATION

By: 

Name: David P. Leibowitz

Title: Chapter 7 Bankruptcy Trustee

BUYER:

SSS SERVICING, LLC

By: 

Name: Rebecca Elli

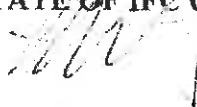
Title: Member

Assignment of Judgment

**DAVID P. LEIBOWITZ, CHAPTER 7 TRUSTEE FOR THE ESTATE OF IFC CREDIT CORPORATION** including the following entities consolidated into the bankruptcy estate of IFC Credit Corporation: (a) Augusta Mill Acquisition LLC; (b) Augusta Real Estate Owner, LLC; (c) First Portland Corporation; (d) FP Holdings, Inc.; (e) FPC Leasing, LLC; (f) IFC Capital Funding III, LLC; (g) IFC Capital Funding VII, LLC; and (h) Pioneer Capital Corporation of Texas (collectively, the "Assignors"), hereby irrevocably, absolutely, and without recourse, assigns and transfers to RNS Servicing, LLC ("Assignee"), all of Assignors' rights and claims under any judgment entered by any court in favor of any of the Assignors (the "Assigned Judgments"), including without limitation the judgments listed on Schedule A hereto. Assignee may file or record this Assignment in any court where an Assigned Judgment has been entered and in any recording office where the recordation of an Assigned Judgment or this Assignment will perfect the rights of the Assignee against the judgment debtor or its assets. This Assignment includes any rights related to or derivative of the Assigned Judgments, including (i) claims against any person under the fraudulent transfer or fraudulent conveyance laws of any jurisdiction and (ii) the right to file a proof of claim and other participate as a creditor in the bankruptcy of any judgment debtor.

Dated: February 12, 2015

**DAVID P. LEIBOWITZ, CHAPTER 7 TRUSTEE FOR  
THE ESTATE OF IFC CREDIT CORPORATION**



### Schedule A

Court name and location	Case No.	Plaintiff	Defendant	Approximate Date of Judgment
Superior Court, Los Angeles CA	05K02195	IFC Credit Corporation	Jang W. Choi dba CF Cutting & Fusing Co.	2/28/05
Snohomish County District Court, Everett WA	C053171	First Portland Corporation	Time Out Incorporated and Todd A. Weir	2/22/08
Superior Court of King County, Seattle WA	08-2-02509-8 SEA	First Portland Corporation	Seal-Rite Plastics Corp and Jane Winnow	2/22/08
Circuit Court Multnomah County, OR	0806-08087	IFC Credit Corporation dba FIRSTCORP	The Maintenance Crew, Inc. and Elaine West and Raymond West	9/17/08
Northern District of Illinois, Eastern Division	06 C 6338	IFC Credit Corporation	Centrix Consolidated LLC, et al	10/6/09
Superior Court of California, County of Riverside	RIC418795	First Portland Corporation	Sheldon Kennedy dba Allied Tech Lapping & Polishing dba Allied Technology	8/29/14
Cowlitz County Superior Court, WA	041010710	First Portland Corporation	Industrial Electrical Specialists Inc. and Jeffrey Wayne Strong	11/30/05
Circuit Court of Cook County, IL, Municipal Department, Second District	08 M2 2173	IFC Credit Corporation	Classic Professional Services Inc. dba Carla Hazel	6/9/09

Court name and location	Case No.	Plaintiff	Defendant	Approximate Date of Judgment
District Court Tarrant County, TX	141-234015 08	First Portland Corporation/IFC Credit Corporation dba CDW Leasing.	Techline, Inc. and James and Cynthia Rose	5/6/09
Circuit Court of Cook County, IL Municipal Department, Second District	08 M2 813	IFC Credit Corporation	Sedona Patio Furnishings, LLC	6/3/08
Multnomah County Superior Court, State of OR	050303134	First Portland Corporation	Pop's Chicago Pizza et al	05/19/06
Trial Court of Massachusetts, District Court Department	200862CV001034	IFC Credit Corporation	K. E. Asmussen dba Kris Asmussen	6/30/08
Circuit Court of Cook County, IL Municipal Department, Second District	06 M2 2818	IFC Credit Corporation	Castellano Contracting, LLC and Francis Castellano	10/25/07
State Court of Cobb County, GA	07-A-13656	IFC Credit Corporation	Gaby's Music & Video Inc., Elida Montes et al	11/16/07
Circuit Court of Cook County, IL Municipal Department, Second District	08 L 9058	IFC Credit Corporation	Georgia Auto Legal Sales & Services, Inc. and Bruce Banks	5/29/09
Circuit Court of Cook County, IL Municipal Department, Second District	07 M2 341	IFC Credit Corporation	OAS, Inc. and Cory Thomas	12/5/07
District Court Tarrant County, TX	236-233733-08	IFC Credit Corporation	Kazi Zahid Elahi	11/10/08

Court name and location	Case No.	Plaintiff	Defendant	Approximate Date of Judgment
Circuit Court of Cook County, IL Municipal Department, Second District	08 M@ 1593	IFC Credit Corporation	Good Hands Association, Inc.	10/29/08
Circuit Court of Cook County, IL Municipal Department, Second District	08 M2 2940	IFC Credit Corporation	Horia C. Onofrei dba Architectural Woodworking and Design	4/15/09
Superior Court of King County, Seattle WA	08-2-278B-1 SEA	IFC Credit Corporation	Columbia Rail	4/18/08
Circuit Court of Cook County, IL Municipal Department, Second District	07 M2 1317	IFC Credit Corporation	W&J Auto Body Shop, LLC and Washington Vasquez	3/5/08
Circuit Court of Cook County, IL Municipal Department, Second District	08 M2 1226	IFC Credit Corporation	Whitfield Furniture Company, Inc., and Michael Whitfield	8/27/08
Northern District of Illinois, Eastern Division	08-3902	IFC Credit Corporation	Pack Medical, Inc. and Charles Vanover	12/3/08
Circuit Court of Cook County, IL Municipal Department, Second District	06 M2 886	IFC Credit Corporation	Allender & Associates, Inc. and Kerri Allender	6/20/06
Circuit Court of Cook County, IL Municipal Department, Second District	07 M2 1513	IFC Credit Corporation	Timothy Wayne Myers	9/4/07
Northern District of Illinois, Eastern Division	07 C 4515	IFC Credit Corporation	Amerin Group, Limited dba Travel Lodge	1/17/08

Court name and location	Case No.	Plaintiff	Defendant	Approximate Date of Judgment
Circuit Court of Cook County, IL Municipal Department, Second District	07 M2 2332	IFC Credit Corporation	Food & Beverage International, Inc.	7/8/08
Circuit Court of Cook County, IL Municipal Department, Second District	06 M2 791	IFC Credit Corporation	Anna Karen, Inc. and Joo S. Sun	5/30/06
Circuit Court of Cook County, IL Municipal Department, Second District	08 M2 1987	IFC Credit Corporation	Players Empire, LLC and Peter Pham	4/22/09
Superior Court of California, County of Los Angeles	BC 338 679	IFC Credit Corporation	Houstonian Back & Neck Pain Center. Ali Sephari and Zhila Taymouri Sajadi	5/11/07
Circuit Court of Cook County, IL Municipal Department, Second District	08 M2 1225	IFC Credit Corporation	La Palma Buena Park Open MRI Medical Corporation and Moosa Heikali	4/15/09
Circuit Court of Cook County, IL Municipal Department, Second District	07 M2 867	IFC Credit Corporation	Veronica Garcia dba Victoria Landscapes and Waterfalls	12/5/07
Circuit Court of Cook County, IL Municipal Department, Second District	07 M2 01851	IFC Credit Corporation	Chi S. Chung aka David Chung aka Paul Chung	10/9/07

Court name and location	Case No.	Plaintiff	Defendant	Approximate Date of Judgment
Circuit Court of Cook County, IL Municipal Department, Second District	08 M2 2939	IFC Credit Corporation	Paragon MedManagement, LLC, Robert Pellar and William Gray	4/15/09
Circuit Court of Cook County, IL Municipal Department, Second District	07 M2 1316	IFC Credit Corporation	Dartmouth Medical Equipment, Inc. dba Fall River Medical Equipment and Colleen Carreiro	8/9/07
District Court Tarrant County, TX	2007-054421-3	IFC Credit Corporation	Ned E. Smith dba Texas Compressor Rebuilders	4/3/08
Circuit Court of Cook County, IL Municipal Department, Second District	08 M2 1986	IFC Credit Corporation	2310 Tillotson Corp and Bobbie Acoff	6/10/09
Circuit Court of Cook County, IL Municipal Department, Second District	07 M2 2518	IFC Credit Corporation	Tops Pizza Factory, inc. Anthony Maness and Gina Maness	1/2/08
Circuit Court of Cook County, IL Municipal Department, Second District	08 M2 946	IFC Credit Corporation	Ididnotforgetyou, Inc. dba Nova A Team, Anslem Jackson and Corliss Jackson	6/17/08
Circuit Court of Cook County, IL Municipal Department, Second District	08 M2 1420	IFC Credit Corporation	Bruce Foster Restaurants Las Vegas, Inc. dba Rosati's Pizza	8/12/08
Circuit Court of Cook County, IL Municipal Department, Second District	08 M2 2201	IFC Credit Corporation	Plumbing By Us, Inc. and Leonard Blumberg	6/17/09



Court name and location	Case No.	Plaintiff	Defendant	Approximate Date of Judgment
Circuit Court DeKalb County, AL	CV07-199	IFC Credit Corporation	Timothy Barksdale dba Moutaineer, Inc.	10/26/07
Circuit Court of Cook County, IL Municipal Department, Second District	08 M2 1416	IFC Credit Corporation	Associated Spinal Care Network, LLC and Dan Puffenberger and Arthur Hargraves	8/12/08
Circuit Court of Cook County, IL Municipal Department, Second District	06 M2 000869	IFC Credit Corporation	ANew Touch Corp. and Vladimir Shuster	11/14/06
New York County Civil Court, NY	CV-043270-08-NY	IFC Credit Corporation	G&J Pizza Too Corp. dba Anna Maria Pizzeria, Joseph D Angelo	12/16/08
Circuit Court of Cook County, IL Law Department,	07 L 3025	IFC Credit Corporation	Fishers of Men Christian Fellowship Church	5/22/08
District Court Tarrant County, TX	2008-067824-2	IFC Credit Corporation	Guthrie's Destin XXVI, LLC Hal Guthrie Jr., Joe Guthrie, et al	3/9/09
District Court, Bowie County, TX	0700778-202	IFC Credit Corporation	Gladys Hill and Elbert Hill dba Scotter's Pizza	11/21/07
Circuit Court of Cook County, IL Municipal Department, Second District	08 M2 1206	IFC Credit Corporation	Mikhail Dzhaparidze dba Michael's Jewlery Services	12/18/08
Circuit Court of Cook County, IL Municipal Department, Second District	08 M2 1047	IFC Credit Corporation	JNP Properties, Inc. and John Paul	7/1/08

Court name and location	Case No.	Plaintiff	Defendant	Approximate Date of Judgment
Circuit Court of Cook County, IL Municipal Department, Second District	05 M2 01589	IFC Credit Corporation	Houston Remediation Resources, Inc. and Glen Johnson and Todd Evans	12/19/06
Circuit Court of Cook County, IL Municipal Department, Second District	06 M2 3027	IFC Credit Corporation	National Emergency Vehicles, Inc. and Lawrence Cauthen	10/1/08

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

IFC CREDIT CORPORATION,

Plaintiff,

v.

TISSUE PRODUCTS TECHNOLOGY  
CORP., PARTNERS CONCEPTS  
DEVELOPMENT, INC., and RONALD H.  
VAN DEN HEUVEL

Defendants.

Case No. 07-C-4351

Judge Robert Dow

**ASSIGNMENT OF JUDGMENT**

David P. Leibowitz, Chapter 7 Trustee for the Estate of IFC Credit Corporation (the "Assignor"), hereby irrevocably, absolutely, and without recourse, assigns and transfers to RNS Servicing, LLC, all of Assignor's rights and claims under the judgment entered in this case on August 13, 2008. This Assignment includes any rights related to or derivative of the judgment, including (i) claims against any person under the fraudulent transfer or fraudulent conveyance laws of any jurisdiction and (ii) the right to file a proof of claim and other participate as a creditor in the bankruptcy of any judgment debtor.

Dated: February 12, 2015

**DAVID P. LEIBOWITZ, CHAPTER 7 TRUSTEE FOR  
THE ESTATE OF IFC CREDIT CORPORATION**





## ASSET PURCHASE AND TRANSITION SERVICES AGREEMENT

THIS ASSET PURCHASE AND TRANSITION SERVICES AGREEMENT (this "Agreement"), dated as of August 8, 2014 is hereby entered into by and between RNS Servicing, LLC ("Buyer"), and David P. Leibowitz ("Seller"), not individually but solely in his capacity as chapter 7 trustee for the estate of IFC Credit Corporation (the "Debtor"). The Buyer and Seller shall be collectively referred to herein as the "Parties".

### RECITALS

WHEREAS, on July 27, 2009 ("Petition Date"), the Debtor filed a petition for relief under Chapter 7 of Title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. ("Bankruptcy Code") in the United States Bankruptcy Court for the Northern District of Illinois ("Bankruptcy Court"), case number 09-27094 (the "Bankruptcy Case"). On the Petition Date, Seller was appointed to serve as chapter 7 trustee of the Debtor and continues to serve in that capacity.

WHEREAS, the Debtor was in the business of equipment leasing (the "Business");

WHEREAS, the Seller, through analysis, litigation and settlement, has created an estate which consists of certain properties of the Debtor;

WHEREAS, the Seller and Buyer have entered into negotiations for the purchase of certain residual assets of the Debtor's estate, including but not limited to the Debtor's remaining stream of lease payments due and owed by lessees under certain equipment leases and other items or property; and

WHEREAS, the Seller will seek the entry of an order from the Bankruptcy Court authorizing the sale of certain assets to the Buyer on the terms set forth herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

### ARTICLE I -- DEFINITIONS

1.1 **Defined Terms.** As used herein, the terms below shall have the following meanings:

"Consolidated Seller" means Seller and each entity that was substantively consolidated into Seller in the Bankruptcy Case, including (a) Augusta Mill Acquisition LLC; (b) Augusta Real Estate Owner, LLC; (c) First Portland Corporation; (d) FP Holdings, Inc.; (e) FPC Leasing, LLC; (f) IFC Capital Funding III, LLC; (g) IFC Capital Funding VII, LLC; and (h) Pioneer Capital Corporation of Texas.

"Purchased Assets" shall include, other than the Excluded Assets, the following:

(a) Leasing Assets, which shall include all leases or installment sales of personal property in which Consolidated Seller was the lessor, lender, assignee, or purchaser including (i) the underlying equipment to such leases or installment sales and (ii) all amounts owed, accounts receivables, judgments, bankruptcies or other distributions, settlement or other agreements, notes, and all guaranties with respect to such leases or installment sales, and other proceeds relating to or derived from such leases or installment sales. Leasing Assets shall include (i) all Books and Records relating to the Leasing Assets; (ii) the license and right to use all Intangible Assets as necessary for Buyer to collect and realize on the Leasing Assets; and (iii) other miscellaneous assets necessary to collect the Leasing Assets, including LeasePlus and check-by-phone software, existing computer equipment, and telephone numbers 847-663-6700, 847-663-6701, 847-663-6512, and 847-324-1516; and

(b) All right, title, and interest of the Seller in that note given by Pam Greco.

"Books and Records" shall mean all of Debtor's books and records including, but not limited to, files and databases, customer lists and sales records, customer and distribution networks, supplier lists and purchase records, marketing materials, contractor lists and information, vendor lists and information, computer files and data bases, but excluding business organizational documents, employee files, corporate minute books, corporate seal, stock record books, financial records, income tax returns, checkbooks and cancelled checks.

"Encumbrances" shall mean all liens, claims, causes of action, security interest, rights of first refusal, pledges, judgments, mortgages, leases, hypothecations, demands, rights of setoff, charges, defects, options, restrictions, encumbrances and other interest of any kind whatsoever.

"Excluded Assets" shall mean all of Seller's rights to recoveries in connection with (1) litigation brought by the Seller against Jack Whittington Trust, David Holden, Joyce Holden, Robert Mathison, Nancy Mathison, Daniel Devoe, and Silent Partner Advisors (referred to as the "Holden Litigation"); (2) the Tom Canham and First Mac Truck Investor Notes; (3) and claims or judgments against Ron VanDanHueval; (4) any rights to amounts owed from any government agencies (except for amounts owed under Leases); and (5) any rights or claims Seller may have as a plaintiff in any class action litigation; (6) all of Seller's cash and cash equivalents in existence as of the closing; and (7) all other assets not included within Leasing Assets or not specifically enumerated herein.

"Intangible Assets" shall mean all of Seller's intangible assets and intellectual property, including without limitation, all trademarks, Seller's corporate names, trade names, service marks, service names, telephone numbers, brand names, domain names, websites, URLs, royalties, symbols, logos, slogans, designs, copyrights, technical know-how, sales techniques, methods, procedures, and all applications and renewal rights for, and all other rights associated with, all of the foregoing; all claims and rights, and benefits arising there from, with or against all persons or entities relating to the Purchased Assets, all of the Seller's right, title and interest in and to the names, the rights to use all telephone and fax numbers of Seller; and any and all other proprietary information, intangible or intellectual property pertaining to the Purchased Assets and belonging to or registered in the name of Seller.

"Liabilities" shall mean all liabilities and obligations of Debtor or Seller whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due.

"Person" shall mean any individual, corporation, partnership, limited liability company, trust, association, joint venture or other entity of any kind whatsoever.

"Representative" shall mean any attorney, accountant, agent, consultant or other representative.

"Sale Approval Order" shall mean an order of the Bankruptcy Court, in a form reasonably satisfactory to Buyer and Seller but including the provisions set forth in Exhibit C, authorizing the Seller's execution and performance under this Agreement.

## **ARTICLE II - - PURCHASE AND SALE AGREEMENT**

2.1 **Recitals Incorporated.** The recitals and prefatory phrases and paragraphs set forth above are hereby incorporated in full, and made a part of, this Agreement.

2.2 **Transfer and Assignment of Purchased Assets.** Upon the terms and subject to the conditions and provisions contained herein, at the Closing (as defined herein) Seller shall sell, convey, transfer, assign and deliver to Buyer, and Buyer shall acquire and accept from Seller, the Purchased Assets free and clear of all Encumbrances.

2.3 **Authority to Negotiate Payments.** Consolidated Seller hereby grants to Buyer the full power and authority to endorse and negotiate (in the name of Seller, if necessary), deposit, and use as Buyer sees fit any check or other instrument that is received by Buyer on account of a Purchased Asset.

2.4 **Authority to Transfer Telephone Lines and URL Addresses.** Consolidated Seller hereby grants to Buyer the full power and authority to take such actions, including actions in the name of Consolidated Seller, as necessary or reasonably advisable to transfer to Buyer the telephone and fax numbers and URL addresses included in the Purchased Assets. Buyer shall be responsible for any charges for the transfer of such lines. Buyer shall not be responsible for any amounts owed on account of such lines for service provided prior to the Closing.

2.5 **Excluded Assets.** Notwithstanding anything to the contrary contained herein, the Purchased Assets transferred pursuant to this Agreement shall not include, and Seller shall retain all its rights, title and interests (if any) in and to, and shall not sell, transfer, assign and deliver to Buyer, any of the Excluded Assets.

2.6 **No Assumption of Liabilities.** Buyer is not agreeing herein to assume, agree to pay, perform or discharge or otherwise have any responsibility for any Liabilities or obligations of Seller or Debtor, fixed or contingent, and whether arising or to be performed prior to, on or after the Closing Date. Without in any way limiting the generality of the foregoing, Buyer does not assume the following liabilities and obligations (all Liabilities are referred to collectively herein as the "Excluded Liabilities");

(a) All Liabilities and obligations for claims with respect to death, personal injury, or property damage based upon any theory of liability (tort, absolute or otherwise);

(b) All Liabilities or obligations of Seller and Debtor for taxes, assessments, interest or penalties thereon, and other similar governmental charges arising out of or related to the Debtor's or Seller's operation or liquidation of the Business or the Purchased Assets;

(c) All Liabilities or obligations arising out of or with respect to the ownership, liquidation or operation of the Business or any of the Purchased Assets prior to the Closing Date;

(d) All Liabilities or obligations relating to Seller's and Debtor's use and occupation of the premises located at 191 Waukegan Road, Northfield, IL 60093, 8700 Waukegan Road, Morton Grove, IL 60053 and 420 W. Clayton St. Waukegan, IL 60085 (the "Premises");

(e) All Liabilities or obligations of Seller and Debtor resulting from or arising out of any contracts existing prior to the Closing Date, including but not limited to any warranties or guarantees;

(f) All liabilities or obligations with respect to employees or service providers of Seller and Debtor, including without limitation for wages, bonuses, pensions, severance benefits, pension liabilities, including but not limited to underfunding liabilities, profit sharing, welfare benefits, COBRA obligations, claims under the WARN Act and Title IV of ERISA;

(g) All liabilities or obligations relating to litigation to the extent such litigation arises out of or is related to the Debtor, Seller, the Purchased Assets or the Business;

(h) All amounts owed to vendors or service providers in respect of goods and services related to the Debtor, Seller, the Purchased Assets or the Business;

(i) All liabilities or obligations relating to the Excluded Assets;

(j) All liabilities or obligations relating to the Encumbrances;

(k) All liabilities or obligations from or relating to any indebtedness of the Debtor and Seller, whether or not contingent, in respect of borrowed money or evidenced by bonds, notes, debentures or other similar instruments or letters of credit (or reimbursement agreements in respect thereof) or banker's acceptances; and

(l) All other liabilities or obligations of the Debtor or Seller.

**2.7 Purchase Price.** Upon the terms and subject to the conditions set forth herein, Buyer shall pay Ten Thousand Dollars (\$10,000.00) ("Purchase Price") to Seller for the sale, transfer, assignment, conveyance and delivery of the Purchased Assets free and clear of all Encumbrances.

**2.8 Termination of Employment.** Subject to completion of the Closing, Stephen Csar and Rebecca Elli ("Owners"), owners of Buyer, join this Agreement to acknowledge that their employment with the Seller shall terminate on August 31, 2014 (provided that such termination



shall not affect the Support the Buyer is to provide to the Seller as provided below). Owners agree that upon termination of their employment as provided herein they shall have no claims against the Seller or against the Debtor's bankruptcy estate except for wages for time actually worked and except for benefits (including health insurance reimbursement) that accrued to them prior to the day of termination. Seller agrees that he will not challenge any claim of Owners for unemployment compensation.

**2.9 No Representations And Warranties -- "As Is, Where Is and With All Faults".**

OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER AGREES THAT NO REPRESENTATIONS OR WARRANTIES BY OR ON BEHALF OF THE DEBTOR OR THE SELLER HAVE BEEN MADE TO BUYER AS TO THE PURCHASED ASSETS, INCLUDING, WITHOUT LIMITATIONS, THE CONDITION OF THE PERSONAL PROPERTY, THE APPLICABILITY OF ANY GOVERNMENTAL REQUIREMENTS OR ENVIRONMENTAL LAWS, OR THE SUITABILITY OF THE PURCHASED ASSETS FOR ANY PURPOSE WHATSOEVER, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO THE OPERATIONS OF THE PURCHASED ASSETS; AND THAT EXCEPT AS SET FORTH IN THIS AGREEMENT, BUYER IS BUYING THE PURCHASES ASSETS "AS IS, WHERE IS" AND "WITH ALL FAULTS". BUYER REPRESENTS TO THE SELLER THAT THE BUYER HAS MADE ITS OWN INDEPENDENT INVESTIGATION OF THE PURCHASED ASSETS AND IS RELYING SOLELY ON THE INDEPENDENT INVESTIGATION IN MAKING ITS DECISION TO ACQUIRE THE PURCHASED ASSETS.

**ARTICLE III - CLOSING**

3.1 **Closing.** Subject to the conditions set forth herein, the closing of the transactions contemplated herein ("Closing") shall be held at a time and on a date as agreed by the parties within twenty-one (21) days after entry of the Sale Approval Order.

3.2 **Conveyances at Closing.** At the Closing, the parties shall make the following deliveries:

(a) **Purchased Assets and Instruments.** Seller shall deliver to Buyer:

(i) one or more bills of sale conveying all of the Purchased Assets free and clear of all Encumbrances substantially in the form attached hereto as **Exhibit "A"**; and

(ii) possession and control of the Purchased Assets.

(b) **Payment of the Purchase Price.** Buyer shall pay the Purchase Price to the Seller by wire transfer of immediately available funds or by bank check payable to David Leibowitz, Chapter 7 Trustee.

3.3 **Removal of Purchased Assets.** As soon as practicable after the Closing, Buyer shall remove from the premises of the Seller all Purchased Assets that exist in physical form.

3.4 **Other Closing Matters.** On the terms and subject to the conditions of this Agreement, each of the Parties shall use their reasonable efforts to take such other actions required hereby to be performed by it prior to or on the Closing Date.

3.5 **Bankruptcy Court Approval.** The Parties acknowledge that this Agreement is subject to Bankruptcy Court approval after a motion seeking approval of this Agreement in accordance with the terms of this Agreement.

3.6 **Closing Costs and Other Expenses of the Transaction.** Except as otherwise provided in this Agreement, each Party hereto will bear its own costs and fees incident to its negotiation and preparation of this Agreement and to its performance and compliance with all agreements contained herein on its part to be performed, including the fees, expenses, and disbursements of its respective professionals. Buyer shall pay any transfer taxes.

3.7 **Post-Closing.** After the Closing the Buyer shall have sole and exclusive rights to the Purchased Assets and Seller shall not take any action with regard to the Purchased Assets except as requested by Buyer.

#### **ARTICLE IV - TRANSITION SERVICES**

4.1 **Post-Closing Services.** From the Closing through December 31, 2014 Buyer shall provide to Seller administrative support (the "Support") reasonably requested by Seller, but limited to such tasks and services as necessary or advisable for Seller to complete and close the Bankruptcy Case. The Buyer shall not be obligated to provide more than 80 man hours in any month in providing the Support. Seller shall have no obligation to provide any compensation or benefits to Buyer for the Support, it being agreed that Buyer's commitment to provide the support is additional consideration for the Purchased Assets.

4.2 **Creditor Services.** After the Closing, Buyer may at its own expenses and for its own account provide to any creditor of Debtor such services, including property tax administration and lease servicing, as Seller previously provided to such creditor.

#### **ARTICLE V - REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants to Buyer that:

5.1 **Authorization of Seller.** Subject to the Trustee obtaining Bankruptcy Court approval to enter into this Agreement, the Seller has all necessary power and authority to enter into this Agreement and has taken all action necessary to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations hereunder, and no other corporate proceedings on the part of Seller are necessary to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby. Subject to the Trustee obtaining Bankruptcy Court approval to enter into this Agreement, this Agreement and each agreement or instrument that has been or shall be entered into or executed and delivered by Seller in connection with the transactions contemplated hereby has been (or will be prior to the Closing) duly executed and delivered by Seller and is (or will be when authorized, executed and delivered) a valid and binding obligation of Seller, enforceable against it in accordance with its terms.

5.2 **No Violation.** Subject to the Trustee obtaining Bankruptcy Court approval to enter into this Agreement, the execution and delivery of this Agreement and the other agreements specified herein and the consummation of the transactions contemplated hereby and thereby do not and will not conflict with or violate any statute or law, or any judgment, decree, order, regulation or rule of any court or governmental authority, binding upon or applicable to Seller or by which the Purchased Assets are bound or affected.

5.3 **Governmental Consents and Approvals.** Except for the Sale Approval Order, no consent, waiver, agreement, approval, permit or authorization of, or declaration, filing, notice or registration to or with, any United States federal or state, local or foreign governmental or regulatory authority is required to be made or obtained by Seller in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby or thereby.

5.4 **Purchased Assets.** Upon the Sale Approval Order having been entered by the Bankruptcy Court and having become a final order, and in accordance with the terms of the Sale Approval Order and Section 363 of the Bankruptcy Code, Seller (a) shall have title to and the power and right to sell, assign, transfer and deliver to Buyer the Purchased Assets in accordance with this Agreement and (b) on the Closing Date shall sell, assign, transfer and deliver to Buyer the Purchased Assets free and clear of all Encumbrances.

5.5 **Certificate of Service.** The Persons shown on the Certificate of Service attached as Exhibit B constitute all Persons entitled to notice of Seller's intent to sell the Purchased Assets under Bankruptcy Rule 2002 and shall include all Persons owning, claiming or asserting an Encumbrance in or to any of the Purchased Assets.

## **ARTICLE VI - REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to Seller that:

6.1 **Organization of Buyer.** Buyer is validly existing and in good standing under the laws of the State of Illinois.

6.2 **Authorization.** Buyer has all necessary corporate power and authority to enter into this Agreement and has taken all corporate action necessary, to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations hereunder, and no other corporate proceedings on the part of Buyer are necessary to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby. This Agreement and each agreement or instrument that has been or shall be entered into or executed and delivered by Buyer in connection with the transactions contemplated hereby has been (or will be) duly executed and delivered by Buyer and is (or will be) when authorized, executed and delivered, a valid and binding obligation of Buyer, enforceable against it in accordance with its terms.

6.3 **No Violation.** The execution and delivery of this Agreement and the other agreements specified herein and the consummation of the transactions contemplated hereby and thereby do not and will not (a) violate any provision of any organizational documents of Buyer or (b)

conflict with or violate any statute or law, or any judgment, decree, order, regulation or rule of any court or governmental authority, binding upon or applicable to Buyer.

6.4 **Governmental Consents and Approvals.** No consent, waiver, agreement, approval, permit or authorization of, or declaration, filing, notice or registration to or with, any United States federal or state governmental or regulatory authority is required to be made or obtained by Buyer in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby or thereby.

## **ARTICLE VII - - ADDITIONAL COVENANTS**

7.1 **Conduct of Business by Seller Pending the Closing.** Between the date of execution of this Agreement until the Closing, Seller shall not sell, assign, license, transfer, convey, lease or otherwise dispose of any of the Purchased Assets.

7.2 **Access and Information.** Between the date of execution of this Agreement until the Closing, Seller shall afford the Buyer and its financial advisors, legal counsel, accountants, consultants, financing sources, and other authorized representatives access during normal business hours throughout the period prior to the Closing to all books and records, assets and properties, and personnel of Seller that pertain to the Business and Purchased Assets and, during such period, shall furnish as promptly as practicable to Buyer any and all such information as Buyer may reasonably request pertaining to the Business and Purchased Assets, so long as such information is in the possession of the Seller.

7.3 **Additional Matters.** On the terms and subject to the conditions of this Agreement, each of the Parties covenants and agrees to use commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper, or advisable under applicable laws to consummate and make effective the transactions contemplated by this Agreement, including using all commercially reasonable efforts to obtain all necessary waivers (other than the waiver of their respective conditions to closing) or consents required under this Agreement.

7.4 **Further Assurances.** After the Closing, Seller and Buyer covenant and agree that each will use all commercially reasonable efforts to execute and deliver such other instruments of conveyance, transfer or assumption, as the case may be, and take such other actions as may be reasonably requested to implement more effectively, the conveyance and transfer of the Purchased Assets to Buyer.

7.5 **Bankruptcy Court Approval.** Seller shall file, within seven (7) business days after execution of this Agreement, a motion with the Bankruptcy Court seeking entry of the Sale Approval Order.

7.6 **Seller's Indemnification.** Seller shall indemnify Buyer for any loss or liability Buyer incurs, including legal expenses, as a result of a liability or of action or conduct of Seller. Upon discovering a possible right to indemnity under this Section, Buyer shall promptly provide Seller with notice of the circumstances of such right. At its election, Seller may assume responsibility for resolving or defending any claim against Buyer that may be indemnifiable under this Section.

## **ARTICLE VIII -- CONDITIONS TO SELLER'S OBLIGATIONS**

The obligations of Seller to sell the Purchased Assets and to consummate the transactions contemplated hereby are subject to the satisfaction on or prior to the Closing of each of the following conditions, any of which may be waived (in whole or in part) by Seller in writing:

8.1 **Entry of Sale Approval Order.** The Sale Approval Order shall have been entered by the Bankruptcy Court and shall not have been stayed.

8.2 **Litigation.** There shall not be any judgment, decree, injunction, order or ruling in effect preventing the consummation of the transactions contemplated by this Agreement.

8.3 **Covenants and Representations.** Buyer shall have performed in all material respects all agreements and covenants required hereby to be performed under this Agreement by Buyer prior to the Closing.

8.4 **Deliveries.** At the Closing Date, Buyer shall have delivered to Seller the items set forth in Section 3.2(b) above and such other documents or instruments as Seller or its counsel may reasonably request to effect the transactions contemplated hereby.

## **ARTICLE IX -- CONDITIONS TO BUYER'S OBLIGATIONS**

The obligations of Buyer to purchase the Purchased Assets and to consummate the transactions contemplated hereby are subject to the satisfaction, on or prior to the Closing, of each of the following conditions, any of which may be waived (in whole or in part) by Buyer in writing:

9.1 **Entry of Sale Approval Order.** The Sale Approval Order shall have been entered by the Bankruptcy Court and no appeal or reconsideration of the Sale Approval Order shall have been taken and no stay of the Sale Approval Order shall have been requested or granted.

9.2 **Litigation.** There shall not be any judgment, decree, injunction, order or ruling in effect preventing the consummation of the transactions contemplated by this Agreement.

9.3 **Covenants and Representations.** Seller shall have performed in all material respects all agreements and covenants required hereby to be performed by Seller prior to the Closing, and the representations and warranties of Seller in Article IV shall be true and correct in all material respects as of the Closing with the same force and effect as if such representations and warranties had been made on and as of the Closing.

9.4 **Instruments of Conveyance, Certificates.** Seller shall have executed (as applicable) and delivered to Buyer the items set forth for in Section 3.2(a) above and such other documents or instruments as Seller or its counsel may reasonably request to effect the transactions contemplated hereby.

## **ARTICLE X - - TERMINATION**

10.1 **Termination.** This Agreement may be terminated: (a) by mutual written agreement of Seller and Buyer; (b) by either Seller or Buyer if the Bankruptcy Court approves a higher or better offer for all or some of the Purchased Assets; (c) by either Seller or Buyer if the Bankruptcy Court fails to enter the Sale Approval Order by August 15, 2014; (d) by Buyer if any of the conditions set forth in Article IX herein have not been satisfied within the time set forth herein for the Closing; and (e) by Seller if any of the conditions set forth in Article VIII have not been satisfied within the time set forth herein for the Closing.

10.2 **In the Event of Termination: Remedies.** In the event of termination of this Agreement pursuant to Section 10.1:

(a) each Party shall return or destroy all documents, work papers and other material provided by the other Party relating to the transactions contemplated hereby, whether obtained before or after the execution hereof, to the Party furnishing the same;

(b) except as expressly provided otherwise herein, all obligations of the parties hereto under this Agreement shall terminate and there shall be no liability of any Party hereto to any other party and each Party hereto shall bear its own expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement.

## **ARTICLE XI - MISCELLANEOUS**

11.1 **Application of Prior Court Order.** That Order of the Bankruptcy Court Authorizing Trustee to Liquidate the Debtor's Estate Pursuant to Sections 704 and 105 of the Bankruptcy Code entered by the Bankruptcy Court on January 28, 2010 in the Bankruptcy Case shall apply to the Services and to any actions taken by Buyer to collect or otherwise liquidate any of the Purchased Assets.

11.2 **Assignment; Successors.** Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any Party without the prior written consent of the other Party to this Agreement, except that Buyer may assign its rights and obligations under this Agreement to any affiliate or related entity. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any Person not a party to this Agreement any rights or remedies of any nature whatsoever under or by reason of this Agreement.

11.3 **Notices.** All notices, requests, demands and other communications that are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by facsimile (upon receipt of facsimile delivery confirmation) or email; the date after it is sent, if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be:

If to Seller, addressed to:

David P. Leibowitz, Chapter 7 Trustee  
420 W. Clayton Street  
Waukegan, IL 60085  
fax: 847-249-9180  
email: dleibowitz@lakelaw.com

With a copy to:

Attorneys for Seller:

Jonathan T. Brand  
Lakelaw  
53 W. Jackson Street, Suite 1610  
Chicago, IL 60604  
fax: 312-360-1502  
email: jbrand@lakelaw.com

If to Buyer, addressed to:

RNS Servicing, LLC  
c/o Rebecca Elli  
2153 Beechwood Ave  
Wilmette IL 60091  
Rebecca.elli@hotmail.com

And

Stephen S. Csar  
1144 N. Lakeside Dr.  
Palatine, IL 60067  
StephenCsar@GMail.com

or to such other place and with such other copies as either Party may designate as to itself by written notice to the others.

11.4 **Choice of Law.** This Agreement shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of Illinois. The parties agree that any disputes arising under or in connection with this Agreement shall be litigated, in the U.S. Bankruptcy Court for the Northern District of Illinois, Eastern Division (or any court exercising appellate jurisdiction over the Bankruptcy Court), provided that in the event the Bankruptcy Court abstains from exercising or declines to exercise jurisdiction with respect to any matter provided for in this clause or is without jurisdiction, such abstention, refusal or lack of jurisdiction shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter.

11.5 **Entire Agreement; Amendments and Waivers.** This Agreement, together with all exhibits and schedules attached or to be attached hereto, constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties; provided that the forms of documents attached hereto as exhibits shall be superseded by the copies of such documents by the Parties thereto to be conclusive evidence of such Parties' approval of any

change or modification or waiver of this Agreement shall be binding unless executed in writing by or on behalf of the Party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

11.6 **Construction.** The headings and captions of the various Articles and Sections of this Agreement have been inserted solely for purposes of convenience, are not part of this Agreement, and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement. Unless stated to the contrary, all references to Articles, Sections paragraphs or clauses herein shall be to the specified Article, Section, paragraph or clause of this Agreement, and all references to exhibits and schedules shall be to the specified exhibits and schedules attached hereto. All exhibits and schedules attached are made a part hereof. All terms defined herein shall have the same meaning in the exhibits and schedules, except as otherwise provided therein. All references in this Agreement to "this Agreement" shall be deemed to include the exhibits and schedules attached hereto. The terms "hereby", "hereto", "hereunder" and any similar terms as used in this Agreement, refer to this Agreement in its entirety and not only to the particular portion of this Agreement where the term is used. Wherever in this Agreement the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require.

11.7 **Bulk Sales.** Buyer and Seller hereby waive compliance with any bulk sale or other similar laws in any applicable jurisdiction in respect to the transition contemplated by this Agreement.

11.8 **Multiple Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by pdf and a pdf of Agreement or of a signature of a Party will be effective as an original.

11.9 **Invalidity.** In the event that any one or more of the provisions, or any portion thereof, contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision, or any portion thereof, of this Agreement or any other such instrument.

11.10 **Cumulative Remedies.** All rights and remedies of either Party hereto are cumulative of each other and of every other right or remedy such Party may otherwise have at law or in equity, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

11.11 **No Impediment to Liquidation.** Nothing herein shall be deemed or construed so as to limit, restrict or impose any impediment to Seller's right to liquidate, dissolve and wind-up its affairs and to cease all business activities and operations at such time as it may determine following the Closing Date.



11.12 **Representation by Counsel; Mutual Negotiation.** Each Party has been represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction and construction of the Parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any Party.

11.13 **Waiver of Jury Trial.** BUYER AND SELLER WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM THAT RELATES TO OR ARISES OUT OF OR RELATES TO THIS AGREEMENT OR ANY OF THE ASSETS.

11.14 **Time is of the Essence.** With regard to any dates and time periods set forth or referred to in this Agreement, time is of the essence.

Signatures pages to follow:

IN WITNESS WHEREOF, the Parties hereto have caused this Asset Purchase Agreement to be executed by their respective duly authorized person as of the day and year first above written.

**SELLER:**

**DAVID P. LEIBOWITZ, CHAPTER 7  
TRUSTEE FOR THE ESTATE OF IFC  
CREDIT CORPORATION**

By: 

Name: David P. Leibowitz

Title: Chapter 7 Bankruptcy Trustee

**BUYER:**

**RNS SERVICING, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Rebecca Elli

\_\_\_\_\_  
Stephen Csar

IN WITNESS WHEREOF, the Parties hereto have caused this Asset Purchase Agreement to be executed by their respective duly authorized person as of the day and year first above written.

**SELLER:**

**DAVID P. LEIBOWITZ, CHAPTER 7  
TRUSTEE FOR THE ESTATE OF GALAXIE  
LUMBER & CONSTRUCTION CO., LTD.**

By: \_\_\_\_\_

Name: David P. Leibowitz

Title: Chapter 7 Bankruptcy Trustee

**BUYER:**

**RNS SERVICING, LLC**

By: Rebecca Elli

Name: Rebecca Elli

Title: Member

Rebecca Elli  
Rebecca Elli

Stephen S. Csar  
Stephen S. Csar



***To all to whom these Presents Shall Come, Greeting:***

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

ATTACHED HERETO IS A TRUE AND CORRECT COPY, CONSISTING OF 3 PAGE(S), AS TAKEN FROM THE ORIGINAL ON FILE IN THIS OFFICE FOR RNS SERVICING, LLC.



***In Testimony Whereof,*** I hereto set  
my hand and cause to be affixed the Great Seal of  
the State of Illinois, this 30TH  
day of JANUARY A.D. 2015

*Jesse White*

SECRETARY OF STATE

Form **LLC-5.5**

**Illinois  
Limited Liability Company Act  
Articles of Organization**

**FILE # 04899059**

**Secretary of State Jesse White**  
Department of Business Services  
Limited Liability Division  
www.cyberdriveillinois.com

**Filing Fee: \$500**  
**Expedited Fee: \$100**  
**Approved By: TLB**

**FILED**  
**JUL 31 2014**  
**Jesse White**  
**Secretary of State**

1. **Limited Liability Company Name:** RNS SERVICING, LLC
2. **Address of Principal Place of Business where records of the company will be kept:**  
2153 BEECHWOOD AVE.  
WILMETTE, IL 60091
3. **Articles of Organization effective on the filing date.**
4. **Registered Agent's Name and Registered Office Address:**  

AARON CHAMBERS  
1420 S NOBLE AVE  
SPRINGFIELD, IL 62704-3450

SANGAMON
5. **Purpose for which the Limited Liability Company is organized:**  
"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."
6. **The LLC is to have perpetual existence.**
7. **The Limited Liability Company has management vested in the member(s).**  

ELLI, REBECCA  
2153 BEECHWOOD AVE  
WILMETTE, IL 60091

CSAR, STEPHEN  
1144 N. LAKESIDE DR.  
PALATINE, IL 60067
8. **Name and Address of Organizer**  
I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: JULY 31, 2014

REBECCA ELLI  
2153 BEECHWOOD AVE  
WILMETTE, IL 60091

Form **LLC-5.25**  
May 2012

**Secretary of State**  
Department of Business Services  
Limited Liability Division  
501 S. Second St., Rm. 351  
Springfield, IL 62756  
217-524-8008  
www.cyberdriveillinois.com

Payment may be made by check  
payable to Secretary of State. If  
check is returned for any reason this  
filing will be void.

Illinois  
Limited Liability Company Act  
**Articles of Amendment**

**SUBMIT IN DUPLICATE**

Type or print clearly.

This space for use by Secretary of State.

Filing Fee: \$150

Approved: *Jm*

FILE # 0489.9059.  
This space for use by Secretary of State.

**FILED**

JAN 23 2015

JESSE WHITE  
SECRETARY OF STATE

1. Limited Liability Company Name: RNS Servicing, LLC

**PAID**

JAN 26 2015

2. Articles of Amendment effective on:

- ☒ the file date  
☐ a later date (not to exceed 30 days after the file date)

DEPARTMENT OF  
BUSINESS SERVICES

Month, Day, Year

3. Articles of organization are amended as follows (check applicable item(s) below):

- ☐ a) Admission of a new member (give name and address below)\*  
☐ b) Admission of a new manager (give name and address below)\*  
☐ c) Withdrawal of a member (give name below)\*  
☐ d) Withdrawal of a manager (give name below)\*  
☒ e) Change in address of the office at which the records required by Section 1-40 of the Act are kept (give new address, a P.O. Box alone or C/O is unacceptable.)  
☐ f) Change of registered agent and/or registered agent's office (give new name and/or address below, Address change to P.O. box alone or c/o is unacceptable.)  
☐ g) Change in the Limited Liability Company's name (give new name below)  
☐ h) Change in date of dissolution or other events of dissolution enumerated in Item 6 of the Articles of Organization  
☐ i) Other (give information in space below)  
☐ j) Establish authority to issue series (see back filing fee \$400)\*

\* Changes in members/managers may, but are not required to be reported in an amendment to the Articles of Organization.

Additional information:

New Principal Address:

5250 Old Orchard Road  
Suite 300  
Skokie, IL 60077

New Name of LLC (as changed):

The name as changed must contain the words Limited Liability Company, LLC or L.L.C.

(continued)

**LLC-5.25**

4. The amendment was approved in accordance with Section 5-25 of the Illinois Limited Liability Company Act, and, if adopted by the managers, was approved by not less than the minimum number of managers necessary to approve the amendment, member action not being required; or, if adopted by the members, was approved by not less than the minimum number of members necessary to approve the amendment.
5. I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Amendment are to the best of my knowledge and belief, true, correct and complete.

Dated: January 6, 2015  
Month/Day Year  
Rebecca Elli  
Signature (Must comply with Section 5-45 of ILLCA.)  
Rebecca Elli, Member  
Name and Title (type or print)

If the member or manager signing this document  
is a company or other entity, state Name of Company  
and whether it is a member or manager of the LLC.

**\* The following paragraph is adopted when Item 3j is checked:**

The operating agreement provides for the establishment of one or more series. When the company has filed a Certificate of Designation for each series, which is to have limited liability pursuant to Section 37-40 of the Illinois Limited Liability Company Act, the debts, liabilities and obligations incurred, contracted for or otherwise existing with respect to a particular series shall be enforceable against the assets of such series only, and not against the assets of the Limited Liability Company generally or any other series thereof, and unless otherwise provided in the operating agreement, none of the debts, liabilities, obligations or expenses incurred, contracted for or otherwise existing with respect to this company generally or any other series thereof shall be enforceable against the assets of such series.

**LIMITED LIABILITY CERTIFICATE**

RNS Servicing, LLC  
5250 Old Orchard Road Suite 300  
Skokie, IL 60077

I, Stephen Csar, as a Member for RNS Servicing, LLC, do hereby declare:

1. I am over the age of 18 and a resident of Skokie, IL. 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. RNS Servicing, LLC, is a Limited Liability Company. Rebecca Elli and I are the only acting Member(s).
3. I, Stephen Csar do hereby verify that Rebecca Elli is authorized as a Member to execute the Assignment of Excess Proceeds to Global Discoveries, Ltd. on behalf of RNS Servicing, LLC. And that said authorization is in full force and effect.
4. Rebecca Elli's signature alone on documents requiring the signature of the Member with respect to the ordinary course of business shall duly bind the company.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 25 day of FEBRUARY, 2015, at SKOKIE, IL.

  
\_\_\_\_\_  
RNS Servicing, LLC  
Stephen Csar, Member

**JURAT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Illinois

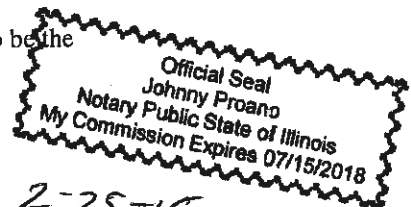
County of Cook

Subscribed and sworn to (or affirmed) before me on this

25 day of Feb, 20 15, by  
Date Month Year  
Stephen Csar  
Name of Signer

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.

Signature   
\_\_\_\_\_  
Signature of Notary Public



2-25-15

(Place Notary Seal Above)



STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 661-271-030-6, Situs Address: 9643 SPYGLASS AVE NO 30, DESERT HOT SPRINGS, CA 92240 was \$20,676.28. The amount still due and owing as of the 4/24/2014 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$40,588.69; no further payments were received after this date.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

2/25/2015  
DATE: MONTH, DAY, YEAR

Rebecca Elli  
RNS Servicing, LLC  
Rebecca Elli, Member

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Illinois

County of Cook

On 2/25/15 before me, Johnny Proano - Notary Public, personally appeared  
(Date) (here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

[Signature] (seal)  
Signature of Notary Public



2-25-15

### Amount Due And Payable Calculation

Trustor(s) or Debtor(s): Sheldon Kennedy dba Allied Tech Lapping & Polishing dba Allied Technology  
Beneficiary(ies) or Creditor(s): RNS Servicing, LLC  
Instrument Number: 2009-579284  
County: Riverside  
APN: 661-271-030-6

Original Principal Balance of Loan: \$20,676.28  
Interest Rate: 10%  
Payment Received: \$0.00

Last Payment Received Date: 9/7/2004  
Interest Accrual to Date: 4/24/2014  
Total in Years: 9.63

Total Interest Due: \$19,912.41  
Unpaid Principal Balance Due: \$20,676.28

**Total Due to Date: \$40,588.69**

Signer declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated this 25<sup>th</sup> day of February 2015

Signature: Rebecca Elli  
RNS Servicing, LLC  
Rebecca Elli, Member

### CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Illinois

County of Cook

On 2/25/15 before me, Johnny Proano - Notary Public, personally appeared  
(Date) (here insert name and title of the officer)

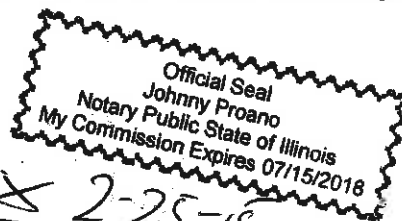
Rebecca Elli, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument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

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

WITNESS my hand and official seal.

Signature of Notary Public

(seal)



# CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 661271030-6

Tax Sale Number: TC200

Item Number: 521

Date of Sale: 4/24/2014

RECEIVED  
2015 APR 16 AM 10:58  
RIVERSIDE COUNTY  
TREASURER-TAX COLLECTOR

The undersigned claimant, Global Discoveries, Ltd., claims \$25,951.87+/- or 100% of the claimant's share of the actual amount of excess proceeds from the sale of the property referenced above.

Global Discoveries, Ltd., claims its status as a party of interest pursuant to Section 4675 of the California Revenue and Taxation Code based upon the attached documentation:

Please refer to Claim Summary and attached Documents

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 3<sup>rd</sup> day of April, 2015 at Modesto, California.

By: Jed Byerly  
Jed Byerly, Managing Member  
Global Discoveries Ltd. Tax ID #  
P.O. Box 1748  
Modesto, CA 95353-1748

## CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Stanislaus

On 4/3/2015 before me, M. Stivers, Notary Public, personally appeared  
(Date) (here insert name and title of the officer)

Jed Byerly, 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.

M. Stivers (seal)  
Signature of Notary Public



## STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 661-271-030-6. Situs Address: 9643 SPYGLASS AVE NO 30, DESERT HOT SPRINGS, CA 92240 was \$20,676.28. The amount still due and owing as of the 4/24/2014 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$40,588.69; no further payments were received after this date.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

2-8-16  
DATE: MONTH, DAY, YEAR

Stephen Csar  
RNS Servicing, LLC  
Stephen Csar, Member

## CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Illinois

County of Cook

On 2-8-16 before me, Johnny Proano personally appeared  
(Date) (here insert name and title of the officer)

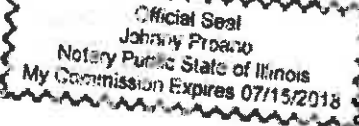
STEPHEN CSAR who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument 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.

Stephen Csar  
Signature of Notary Public

(seal)



## Pazicni, Jennifer

---

**From:** Michelle Barajas <michelle.barajas@gd-ltd.com>  
**Sent:** Monday, February 08, 2016 3:53 PM  
**To:** Pazicni, Jennifer  
**Cc:** Amy Elmer  
**Subject:** RE: EP 200-521 RNS Servicing LLC (661271030-6) our file# 21678

Hi Jennifer,

Per your request, please see link below to the updated Statement of Amount due and Owing signed by RNS Servicing, LLC. Please note: This document was signed by Stephen Csar who was the other Managing Member for RNS Servicing, LLC and who gave our previous signor; Rebecca Elli authority to act on behalf of LLC. We will mail County original document as soon as we receive in our office. Thank you in advance for your time! ☺

<http://cts.gd-ltd.com/gdcts/documents/68b3f735-e1af-413e-9b1b-b0b8101a8788/21678 - copy.pdf> (Please copy and paste the complete URL into your browser location to download the file)

Respectfully,

Michelle Barajas  
Team Leader of Claims Processing  
P.O. Box 1748 Modesto, CA 95353  
Fax: 209-593-3974  
Toll Free: 1-800-370-9109 or 209-593-3904

Begin forwarded message:

**From:** "Pazicni, Jennifer" <JPazicni@RivcoTTC.org>  
**Date:** February 3, 2016 at 9:39:35 AM PST  
**To:** Amy Elmer <amy.elmer@gd-ltd.com>  
**Subject:** EP 200-521 RNS Servicing LLC (661271030-6)

Good Morning-

I am currently working on your file for Excess Proceeds. Would you please send an Updated Statement of Money Owed for your claimant? I response to this email with the amount will suffice. Please let me know if you have any questions.

Thank you,

Jennifer Pazicni  
Riverside County Treasurer-Tax Collector's Office

Tax Sale Operations/Excess Proceeds  
951 955-3336  
[jpazicni@RivCoTTC.org](mailto:jpazicni@RivCoTTC.org)

**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 521 Assessment No.: 661271030-6

Assessee: SURRETT, RAYBURN

Situs: 9643 SPYGLASS AVE NO 30 DESERT HOT SPRINGS 92240

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 \$ 41,089.33 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 2009-0579284; recorded on 11/9/2009. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

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

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

Executed this 23 day of July, 2014 at Los Angeles, California  
County State

Signature of Claimant

Signature of Claimant

Print Name

Daniel A. Heald, Attorney For the Plaintiff  
Print Name

Street Address

15910 Ventura Blvd. 12th Floor  
Street Address

City, State, Zip

Encino, CA 91436  
City, State, Zip

Phone Number

(818) 501-3800  
Phone Number

RECEIVED  
2014 JUL 29 PM 1:42  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

**RECORDING REQUESTED BY**

DANIEL A. HEALD/SBN 114306  
HEMAR, ROUSSO & HEALD, LLP  
15910 VENTURA BOULEVARD  
12TH FLOOR  
ENCINO, CA 91436

**WHEN RECORDED MAIL TO**

NAME HEMAR, ROUSSO & HEALD, LLP

MAILING 15910 Ventura Boulevard  
ADDRESS 12th Floor

CITY, STATE Encino, CA 91436-2829  
ZIP CODE

**DOC # 2009-0579284**

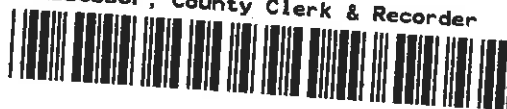
11/09/2009 08:00A Fee:20.00

Page 1 of 3

Recorded in Official Records  
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			3						1
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
NOTICE SENT					T:		CTY	UNI	026

**TITLE(S)**

4112-20091472mcw

ABSTRACT OF JUDGMENT





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

Recording requested by and return to: 4112/20091472mlw  
 DANIEL A. HEALD, SBN 114306  
 HEMAR, ROUSSO & HEALD, LLP  
 15910 VENTURA BLVD.  
 12TH FLOOR  
 ENCINO, CALIFORNIA 91436  
 818-501-3800

☒ ATTORNEY FOR ☒ JUDGMENT CREDITOR ☐ ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Riverside

STREET ADDRESS: 4050 Main Street

MAILING ADDRESS:

CITY AND ZIP CODE: Riverside, CA 91346

BRANCH NAME:

FOR RECORDER'S USE ONLY

PLAINTIFF: FIRST PORTLAND CORPORATION

CASE NUMBER:

DEFENDANT: SHELDON KENNEDY d/b/a ALLIED TECH LAPPING & POLISHING d/b/a ALLIED TECHNOLOGY

RIC418795

**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

Sheldon Kennedy d/b/a/ Allied Tech Lapping & Polishing d/b/a/ Allied Technology  
 22345 Hayworth Court  
 Corona, Ca 92883

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): Sheldon Kennedy d/b/a/ Allied Tech Lapping & Polishing d/b/a/ Allied Technology  
 22345 Hayworth Court, Corona, Ca 92883

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):

5. ☐ Original abstract recorded in this county:

FIRST PORTLAND CORPORATION c/o Hemar, Roussou & Heald, 15910 Ventura Blvd. 12th Fl. Encino, CA 91436

a. Date:

b. Instrument No.:

Date: September 25, 2009

DANIEL A. HEALD

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:  
\$ 20,676.28

10. ☐ An ☐ execution lien ☐ attachment lien is endorsed on the judgment as follows:

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

a. Amount: \$ 0.00

8. a. Judgment entered on (date): 9/7/04

b. In favor of (name and address):

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.

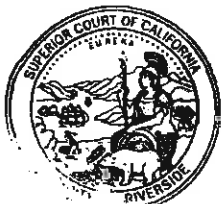
b. ☐ been ordered by the court effective until (date):

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  Deputy

[SEAL]



This abstract issued on (date):

OCT 06 2009

PLAINTIFF: FIRST PORTLAND CORPORATION	CASE NUMBER:
DEFENDANT: SHELDON KENNEDY d/b/a ALLIED TECH LAPPING & POLISHING d/b/a ALLIED TECHNOLOGY	RIC418795

**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

17. Name and last known address

<div style="border: 1px solid black; height: 40px; width: 100%;"></div> <div style="border: 1px solid black; height: 40px; width: 100%;"></div> <p>Driver's license no. [last 4 digits] and state: <input type="checkbox"/> Unknown</p> <p>Social security no. [last 4 digits]: <input type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (address):</p>	<div style="border: 1px solid black; height: 40px; width: 100%;"></div> <div style="border: 1px solid black; height: 40px; width: 100%;"></div> <p>Driver's license no. [last 4 digits] and state: <input type="checkbox"/> Unknown</p> <p>Social security no. [last 4 digits]: <input type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (address):</p>
--	--

18. Name and last known address

19. Name and last known address

<div style="border: 1px solid black; height: 40px; width: 100%;"></div> <div style="border: 1px solid black; height: 40px; width: 100%;"></div> <p>Driver's license no. [last 4 digits] and state: <input type="checkbox"/> Unknown</p> <p>Social security no. [last 4 digits]: <input type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (address):</p>	<div style="border: 1px solid black; height: 40px; width: 100%;"></div> <div style="border: 1px solid black; height: 40px; width: 100%;"></div> <p>Driver's license no. [last 4 digits] and state: <input type="checkbox"/> Unknown</p> <p>Social security no. [last 4 digits]: <input type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (address):</p>
--	--

20. ☐ Continued on Attachment 20.

**CALCULATING INTEREST ACCRUED ON JUDGMENTS**

Principal Amount	Interest Rate	Result	Daily Int. Rate	Resulting Int. Amt.	Total Judg. Amt.
\$20,676.28	10.00%	\$2,067.63	\$5.66	\$20,413.05	\$41,089.33

"Judgment" Date	Today's Date	Resulting Days	Resulting No. of Years
9/7/2004	7/23/2014	3606	26.00

Resulting Attorneys Fees (CCP 1717.5)

\$ 5,169.07 or \$660.00 max

Step 1	Input Judgment Amount
Step 2	Input Interest Rate
Step 3	Input Date of Judgment
Step 4	Insert Today's Date

Today's Date	Input # of Days	Future Date
10/10/2001	45	11/24/2001

Input Start Date	Resulting Days	Input Future Date
10/10/2001	45	11/24/2001



Ph: 209-593-3900 or 800-370-0372 | Fx: 209-549-9299 | Info@gd-ltd.com

1120 13th Street, Suite A | Modesto, CA 95354

November 16, 2015

**VIA CERTIFIED MAIL**

Riverside County Treasurer-TTC  
Attn: Jennifer Pazieni  
4080 Lemon Street 4<sup>th</sup> Floor  
PO Box 12005  
Riverside, CA 92502

**RE: Parcel #661271030-6  
TC200  
Item # 521**

Dear Ms. Pazieni:

Enclosed, please find an assignment of rights to collect excess proceeds for the above referenced parcel and item number. Please note this allows Global to complete the claims process and settles any disputes surrounding the dual claim issues.

Thank you in advance for your assistance with this matter. If there is anything further that you may need, please contact me at (209) 593-3917 or (800) 710-1703.

Sincerely,

Amy L. Elmer  
Manager of Process and Development

Enclosures

# ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

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 Global Discoveries 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 661271030-6 sold at public auction on 4/24/14. I understand that the total of excess proceeds available for refund is \$25,951.87 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.

[Signature]  
(Signature of Party of Interest/Assignor)  
**Daniel A. Heald**

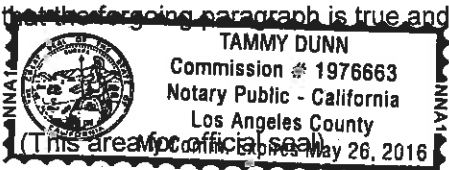
Hemar, Rouso & Heald, LLP  
(Name Printed)  
15910 Ventura Blvd. 12th Floor  
(Address)  
Encino, CA 91436  
(City/State/Zip)  
818-501-3800  
(Area Code/Telephone Number)

STATE OF CALIFORNIA )  
COUNTY OF Los Angeles ) ss.

On November 5, 2015, before me, Tammy Dunn, "Notary Public", personally appeared, Daniel A. Heald, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.  
[Signature]  
(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.

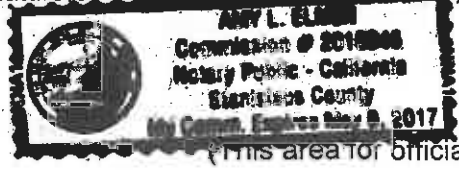
[Signature]  
(Signature of Assignee)

Ted Byerly, Managing Member of Global Discoveries  
(Name Printed)  
1120 13th St. Suite A  
(Address)  
Modesto CA 95354  
(City/State/Zip)

STATE OF CALIFORNIA )  
COUNTY OF Stanislaus ) ss.

On 11/16/15, before me, the undersigned, a Notary Public in and for said State, personally appeared Ted Byerly, 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.  
[Signature]  
(Signature of Notary)



**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 521 Assessment No.: 661271030-6

Assessee: SURRETT, RAYBURN

Situs: 9643 SPYGLASS AVE NO 30 DESERT HOT SPRINGS 92240

Date Sold: April 29, 2014

Date Deed to Purchaser Recorded: June 20, 2014

Final Date to Submit Claim: June 22, 2015

RECEIVED  
2014 AUG 18 AM 7:35  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 5,286.92 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. 2013-0366105; recorded on July 30, 2013. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

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

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

Executed this 14 day of August, 2014 at Riverside County, Calif.  
County, State

Wayne G  
Signature of Claimant

\_\_\_\_\_  
Signature of Claimant

Wayne Grahnick  
Print Name

\_\_\_\_\_  
Print Name

40004 Cook St., Suite 3  
Street Address

\_\_\_\_\_  
Street Address

Palm Desert, Ca 92211  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

(760) 340-1515  
Phone Number

\_\_\_\_\_  
Phone Number

## PROOF OF CLAIM FOR SURPLUS FUNDS

Return to: Guralnick & Gilliland  
A Professional Law Corporation  
Attn: Cynthia Van Lizzen  
40-004 Cook Street, Suite 3  
Palm Desert, CA 92211

RE: Assessment Number: 661271030-6  
Situs Address: 9643 Spyglass Ave #30, Desert Hot Springs, CA 92240  
Assessee: Surrett, Rayburn  
Date Sold: April 29, 2014  
Date Deed to Purchaser Recorded: June 20, 2014

I have been informed that your company is in possession of Excess Funds resulting from Sale of Tax Defaulted Property conducted on the above-referenced property. I, the undersigned claimant, declared that I am entitled to the "Excess Funds" proceeds on the above-referenced property because: (Please X one):

☐ I was the present owner of the subject property when the Trustee's Sale was conducted, and I am not aware of any liens that were junior to the Association's Lien.

☒ I am the present holder of a recorded Assessment Lien and Notice of Default on the subject property of Borrower. The total amount due to me is as follows:

**TOTAL AMOUNT DUE: \$5,286.92**

**AS OF: April 29, 2014**

In addition to my declaration of "Excess Funds" due me, I am enclosing the following:

- 1). Notice of Assessment Lien
- 2). Ledger

Th undersigned declares and executes this declaration under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

By: Wayne G

Date: 8-14-14

**Print Name:** Wayne Guralnick, President of  
WAYNE S. GURALNICK,  
A Professional Law Corporation,  
Trustee, Attorney, and  
Authorized Representative for  
Mission Lakes Country Club, Inc., A California Nonprofit Corporation

**Send my check to the following address:**

**Guralnick & Gilliland  
40-004 Cook St., Suite 3  
Palm Desert, CA 92211**

CLAIMANT: Wayne Guralnick, President of WAYNE S. GURALNICK,  
A Professional Law Corporation, Trustee, Attorney, and  
Authorized Representative for Mission Lakes Country Club, Inc., A  
California Nonprofit Corporation

ADDRESS: 40-004 Cook St., Suite 3  
Palm Desert, CA 92211

PHONE NO: (760) 340-1515

The following amount was secured by a recorded lien and Notice of Default on the above-referenced property immediately prior to the Association's foreclosure sale, and these amounts remain outstanding to this date:

**TOTAL** \$5,286.92

**ATTACHMENTS:**

☒ Document evidencing the claim (must be attached)

☐ The claim has been fully released (attached)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 8-14-14, 2014

By: Wayne G  
Wayne Guralnick, President of WAYNE S.  
GURALNICK, A Professional Law  
Corporation, Trustee, Attorney, and  
Authorized Representative for Mission  
Lakes Country Club, Inc., A California  
Nonprofit Corporation



**Recording Requested by:**  
MISSION LAKES COUNTRY CLUB  
CONDOMINIUMS  
A California Non-Profit  
Mutual Benefit Corporation

**DOC # 2013-0366105**  
**07/30/2013 09:58A Fee:34.00**  
Page 1 of 4  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



**When Recorded, Mail To:**  
WAYNE S. GURALNICK  
A Professional Law Corporation  
40-004 Cook Street, Suite 3  
Palm Desert, California 92211  
(760) 340-0558  
99-102

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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### NOTICE OF ASSESSMENT LIEN

**NOTICE IS HEREBY GIVEN** that the real property legally described in Exhibit "A" which is attached hereto and made a part hereof, inclusive of Maps, Records of Riverside County, State of California, and the accompanying portion of the Common Area appurtenant thereto, has been assessed by the Board of Directors of MISSION LAKES COUNTRY CLUB CONDOMINIUMS, A California Non-Profit Mutual Benefit Corporation, pursuant to its authority under the enabling Declaration of Restrictions, recorded June 2, 2005, as Instrument No. 2005-0438548, and any amendments thereto, as well as California *Civil Code* §§ 1366 and 1367.

The record owner of said unit/lot is: **Rayburn Surret**  
Property Address (if any): **9643 Spyglass Ave. #30, Desert Hot Springs, CA 92240**  
Assessor's Parcel No.: **661-271-030**

#### Itemized Statement

<b>Amount of Assessment:</b>	\$1,759.92
<b>Additional Charges:</b>	
Late Charges/Interest:	154.00
Pay-or-Lien:	200.00
Management / Bookkeeping Fees:	100.00
Attorney Costs:	95.00
Collection and/or Attorney's Fees:	425.00
<b>TOTAL ASSESSMENT LIEN DUE:</b>	<b>\$2,733.92</b>

Assessments are due and payable monthly in the amount of **\$220.00** and shall be added to the total amount of the assessment lien, plus late charges, interest and special assessments levied after the date of this assessment lien, if any. The name and address of the Trustee authorized by MISSION LAKES COUNTRY CLUB CONDOMINIUMS, A California Non-Profit Mutual Benefit Corporation, to enforce this lien by sale (nonjudicial foreclosure) is:

AUTHORIZED TRUSTEE  
WAYNE S. GURALNICK  
A Professional Law Corporation  
40-004 Cook Street, Suite 3  
Palm Desert, California 92211  
(760) 340-0558

Dated: July 25, 2013

MISSION LAKES COUNTRY CLUB CONDOMINIUMS, A California Non-Profit Mutual  
Benefit Corporation

By: 

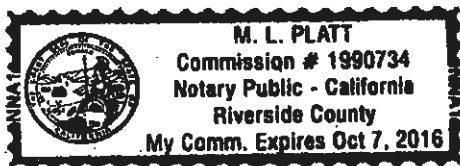
Victoria W. Miller, Assistant Secretary of of WAYNE S. GURALNICK,  
A Professional Law Corporation, Trustee, and Authorized Representative for  
MISSION LAKES COUNTRY CLUB CONDOMINIUMS, A California Non-  
Profit Mutual Benefit Corporation

State of California     )  
                                      ) ss.  
County of Riverside    )

On July 25, 2013, before me, M.L. Platt, a Notary Public, personally appeared Victoria W. Miller, as Assistant Secretary of WAYNE S. GURALNICK, A Professional Law Corporation, 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 the person, or the entity upon behalf of which the person 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 PUBLIC



All that certain real property situated in the County of Riverside, State of California, described as follows:

**A CONDOMINIUM COMPRISED OF:**

**PARCEL 1:**

**AN UNDIVIDED 1/168TH INTEREST IN AND TO LOT 1 OF TRACT NO. 4481, AS SHOWN BY MAP ON FILE IN BOOK 72 PAGES 18 AND 19 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA:**

**EXCEPTING THEREFROM UNITS 1 THROUGH 56, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN FOR TRACT NO. 4491, SAID PLAN BEING RECORDED JULY 28, 1972 AS INSTRUMENT NO. 100906 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, PURSUANT IN THE PROVISIONS OF CHAPTER 1, TITLE 6, PART "A", DIVISION SECOND OF THE CIVIL CODE;**

**ALSO EXCEPTING THEREFROM THE EXCLUSIVE RIGHT TO USE AND OCCUPY THOSE AREAS DESIGNATED AS RESTRICTED COMMON AREAS; BALCONIES, PATIOS, AND PARKING AREAS, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT NO. 4481; SAID PLAN BEING RECORDED JULY 28, 1972 AS INSTRUMENT NO. 100906 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;**

**ALSO EXCEPTING THEREFROM ALL RIGHT, TITLE AND INTEREST IN AND TO ALL OF THE OIL, GAS, CASINGHEAD GAS, AND OTHER HYDROCARBONS, AND ALL OTHER HYDROCARBONS, AND ALL OTHER MINERALS, CHEMICALS AND STEAM IN AND UNDERLYING OR PRODUCED OR TO BE PRODUCED FROM SAID PROPERTY, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED TO RAYMOND I. RYAN AND HELEN RYAN, HUSBAND AND WIFE, IN DEED RECORDED AUGUST 1, 1968 AS INSTRUMENT NO. 74298 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY CALIFORNIA.**

**PARCEL 2:**

**AN UNDIVIDED 1/168TH INTEREST IN AND TO LOT 1 OF TRACT NO. 4354, AS SHOWN BY MAP ON FILE IN BOOK 74 PAGES 35 AND 36 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;**

**EXCEPTING THEREFROM UNITS 1 THROUGH 112, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4354, SAID PLAN BEING RECORDED DECEMBER 1, 1972 AS INSTRUMENT NO. 159767 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, PURSUANT TO THE PROVISIONS OF CHAPTER 1, TITLE 6, PART "A", DIVISION SECOND OF THE CIVIL CODE;**

**ALSO EXCEPTING THEREFROM THE EXCLUSIVE RIGHT TO USE AND OCCUPY THOSE AREAS DESIGNATED AS RESTRICTED COMMON AREAS; BALCONIES, PATIOS AND PARKING AREAS, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT NO. 4354; SAID PLAN BEING RECORDED DECEMBER 1, 1972 AS**



**INSTRUMENT NO. 159767 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY,  
CALIFORNIA;**

**ALSO EXCEPTING THEREFROM ALL RIGHT, TITLE AND INTEREST IN AND TO ALL  
OF THE OIL, GAS, CASINGHEAD GAS, AND OTHER HYDROCARBONS, AND ALL  
OTHER MINERALS, CHEMICALS AND STEAM IN AND UNDERLYING OR PRODUCED  
OR TO BE PRODUCED FROM SAID PROPERTY, WITHOUT THE RIGHT OF SURFACE  
ENTRY, AS RESERVED TO RAYMOND J. RYAN AND HELEN RYAN, HUSBAND AND  
WIFE, IN DEED RECORDED AUGUST 1, 1968 AS INSTRUMENT NO. 74298 OF  
OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.**

**PARCEL 3:**

**UNIT 30 AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT NO. 4354, SAID  
PLAN BEING RECORDED DECEMBER 1, 1972 AS INSTRUMENT NO. 159767 OF  
OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, PURSUANT TO THE  
PROVISIONS OF CHAPTER 1, TITLE 6, PART "A", DIVISION SECOND OF THE  
CIVIL CODE.**

**PARCEL 4:**

**THE EXCLUSIVE RIGHT TO USE AND OCCUPY THOSE PORTIONS OF LOT 1,  
DESCRIBED IN PARCEL 2 ABOVE, DESIGNATED AS: BALCONIES, PATIOS AND  
PARKING AREAS, AS APPURTENANT TO PARCELS 2 AND 3, ABOVE DESCRIBED.**



Mission Lakes CC Condominiums

64273 Spyglass

Desert Hot Springs, CA 92240

(760) 329-9229

Fax # (760) 329-9007

To:
Rayburn Surrentt 24111 Read St. Paris, CA 92570

## Statement

Date
7/9/14

Amount Due	Account #
\$4,291.92	

Date	Transaction	Amount	Balance		
06/20/13	INV #18419. Due 06/20/13. --- Late fee \$22.00	22.00	1,871.92		
07/01/13	INV #18579. Due 07/01/13. --- Dues \$220.00	220.00	2,091.92		
07/20/13	INV #18628. Due 07/20/13. --- Late fee \$22.00	22.00	2,113.92		
08/01/13	INV #18775. Due 08/01/13. --- Dues \$220.00	220.00	2,333.92		
08/20/13	INV #18817. Due 08/20/13. --- Late fee \$22.00	22.00	2,355.92		
09/01/13	INV #18970. Due 09/01/13. --- Dues \$220.00	220.00	2,575.92		
09/20/13	INV #19006. Due 09/20/13. --- Late fee \$22.00	22.00	2,597.92		
10/01/13	INV #19166. Due 10/01/13. --- Dues \$220.00	220.00	2,817.92		
10/20/13	INV #19204. Due 10/20/13. --- Late fee \$22.00	22.00	2,839.92		
11/01/13	INV #19366. Due 11/01/13. --- Dues \$220.00	220.00	3,059.92		
11/20/13	INV #19401. Due 11/20/13. --- Late fee \$22.00	22.00	3,081.92		
12/01/13	INV #19542. Due 12/01/13. --- Dues \$220.00	220.00	3,301.92		
12/20/13	INV #19605. Due 12/20/13. --- Late fee \$22.00	22.00	3,323.92		
01/01/14	INV #19752. Due 01/01/14. --- Dues \$220.00	220.00	3,543.92		
01/20/14	INV #19808. Due 01/20/14. --- Late fee \$22.00	22.00	3,565.92		
02/01/14	INV #19981. Due 02/01/14. --- Dues \$220.00	220.00	3,785.92		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	0.00	22.00	4,269.92	\$4,291.92

Mission Lakes CC Condominiums

64273 Spyglass

Desert Hot Springs, CA 92240

(760) 329-9229

Fax # (760) 329-9007

To:
Rayburn Surret 24111 Read St. Paris, CA 92570

## Statement

Date
7/9/14

Amount Due	Account #
\$4,291.92	

Date	Transaction	Amount	Balance		
12/31/12	Balance forward		440.00		
01/01/13	INV #17533. Due 01/01/13. --- Dues \$220.00	220.00	660.00		
01/16/13	INV #17816. Due 01/16/13. --- Late fee \$22.00	22.00	682.00		
02/01/13	INV #17534. Due 02/01/13. --- Dues \$220.00	220.00	902.00		
02/01/13	INV #17535. Due 02/01/13. --- Registration and ID card \$25.00	25.00	927.00		
02/04/13	INV #17536. Due 02/04/13. --- Registration and ID card \$25.00	25.00	952.00		
02/13/13	PMT #25327. G&G ck for 1520.48 split between kennedy and surrett	-220.08	731.92		
02/20/13	INV #17772. Due 02/20/13. --- Late fee \$22.00	22.00	753.92		
03/01/13	INV #17708. Due 03/01/13. --- Dues \$220.00	220.00	973.92		
03/20/13	INV #17799. Due 03/20/13. --- Late fee \$22.00	22.00	995.92		
04/01/13	INV #17953. Due 04/01/13. --- Dues \$220.00	220.00	1,215.92		
04/20/13	INV #18018. Due 04/20/13. --- Late fee \$22.00	22.00	1,237.92		
05/01/13	INV #18157. Due 05/01/13. --- Dues \$220.00	220.00	1,457.92		
05/20/13	INV #18228. Due 05/20/13. --- Late fee \$22.00	22.00	1,479.92		
06/01/13	INV #18370. Due 06/01/13. --- Dues \$220.00	220.00	1,699.92		
06/05/13	INV #18396. Due 06/05/13. Never charged at purchase in 2012 --- Title and Transfer fee \$150.00	150.00	1,849.92		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	0.00	22.00	4,269.92	\$4,291.92

Mission Lakes CC Condominiums

64273 Spyglass

Desert Hot Springs, CA 92240

(760) 329-9229

Fax # (760) 329-9007

To:
Rayburn Surrentt 24111 Read St. Paris, CA 92570

## Statement

Date
7/9/14

Amount Due	Account #
\$4,291.92	

Date	Transaction	Amount	Balance		
02/20/14	INV #20018. Due 02/20/14. --- Late fee \$22.00	22.00	3,807.92		
03/01/14	INV #20178. Due 03/01/14. --- Dues \$220.00	220.00	4,027.92		
03/20/14	INV #20217. Due 03/20/14. --- Late fee \$22.00	22.00	4,049.92		
04/01/14	INV #20383. Due 04/01/14. --- Dues \$220.00	220.00	4,269.92		
04/20/14	INV #20419. Due 04/20/14. --- Late fee \$22.00	22.00	4,291.92		
			4291.92 895 <sup>00</sup> 100 <sup>00</sup> <hr/> 5,286 <sup>92</sup>		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	0.00	22.00	4,269.92	\$4,291.92

Assess, LF.  
Attorney Fees  
Against Fee

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 521 Assessment No.: 661271030-6

Assessee: SURRETT, RAYBURN

Situs: 9643 SPYGLASS AVE NO 30 DESERT HOT SPRINGS 92240

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 \$ 4,437.89 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. 2013-0492634; recorded on October 15, 2013. 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.

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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 14 day of August, 2014 at Riverside County, Calif.  
County, State

[Signature]  
Signature of Claimant

\_\_\_\_\_  
Signature of Claimant

Wayne Gualnick  
Print Name

\_\_\_\_\_  
Print Name

40004 Cook St., Suit 3  
Street Address

\_\_\_\_\_  
Street Address

Palm Desert, Ca 92211  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

(760) 340-1515  
Phone Number

\_\_\_\_\_  
Phone Number

RECEIVED  
2014 AUG 18 AM 7:35  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR



## PROOF OF CLAIM FOR SURPLUS FUNDS

Return to: Guralnick & Gilliland  
A Professional Law Corporation  
Attn: Cynthia Van Lizen  
40-004 Cook Street, Suite 3  
Palm Desert, CA 92211

RE : Assessment Number: 661271030-6  
Situs Address: 9643 Spyglass Ave #30, Desert Hot Springs, CA  
92240  
Assessee: Surrett, Rayburn  
Date Sold: April 29, 2014  
Date Deed to Purchaser Recorded: June 20, 2014

I have been informed that your company is in possession of Excess Funds resulting from Sale of Tax Defaulted Property conducted on the above-referenced property. I, the undersigned claimant, declared that I am entitled to the "Excess Funds" proceeds on the above-referenced property because: (Please X one):

☐ I was the present owner of the subject property when the Trustee's Sale was conducted, and I am not aware of any liens that were junior to the Association's Lien.

☒ I am the present holder of a recorded Assessment Lien and Notice of Default on the subject property of Borrower. The total amount due to me is as follows:

**TOTAL AMOUNT DUE: \$4,437.89**

AS OF: April 29, 2014

In addition to my declaration of "Excess Funds" due me, I am enclosing the following:

- 1). Notice of Assessment Lien
- 2). Ledger

Th undersigned declares and executes this declaration under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

By: 

Date: 8-14-14

**Print Name:** Wayne Guralnick, President of  
WAYNE S. GURALNICK,  
A Professional Law Corporation,  
Trustee, Attorney, and  
Authorized Representative for  
Mission Lakes Country Club, Inc., A California Nonprofit Corporation

**Send my check to the following address:**

**Guralnick & Gilliland  
40-004 Cook St., Suite 3  
Palm Desert, CA 92211**

CLAIMANT: Wayne Guralnick, President of WAYNE S. GURALNICK,  
A Professional Law Corporation, Trustee, Attorney, and  
Authorized Representative for Mission Lakes Country Club, Inc., A  
California Nonprofit Corporation

ADDRESS: 40-004 Cook St., Suite 3  
Palm Desert, CA 92211

PHONE NO: (760) 340-1515

The following amount was secured by a recorded lien and Notice of Default on the above-referenced property immediately prior to the Association's foreclosure sale, and these amounts remain outstanding to this date:

**TOTAL** \$4,437.89


**ATTACHMENTS:**

☒ Document evidencing the claim (must be attached)

☐ The claim has been fully released (attached)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 08/14, 2014

By:   
Wayne Guralnick, President of WAYNE S.  
GURALNICK, A Professional Law  
Corporation, Trustee, Attorney, and  
Authorized Representative for Mission  
Lakes Country Club, Inc., A California  
Nonprofit Corporation



# Statement

## MISSION LAKES COUNTRY CLUB, INC.

8484 CLUBHOUSE BLVD.  
DESERT HOT SPRINGS, CA 92240  
TELEPHONE: (760) 329-6481  
BILLING: (760) 676-4404  
WWW.MISSIONLAKESCOUNTRYCLUB.COM

DATE  
05/31/14

MEMBER NUMBER

AMOUNT DUE  
4324.14

RAYBURN SURRETT  
24111 READ ST.  
PERRIS, CA 92570

Club dues, assessments and similar payments are not deductible  
is charitable contributions for Federal income tax purposes."

CHANGE OF ADDRESS (SEE REVERSE SIDE)  
DETACH AND RETURN WITH YOUR REMITTANCE

AMOUNT  
REMITTED \$

DATE	REFERENCE	DESCRIPTION	CHARGE AMOUNT	OTHER CHARGES	SALES TAX	TOTAL CHARGES	PAYMENTS	CURRENT BALANCE
06/30		JUNE	176.63	.00	.00	176.63		176.63
07/31		JULY	265.00	.00	.00	265.00		441.63
08/31		AUGUST	723.28	30.92	.00	754.20		1195.83
09/30		SEPTEMBER	467.00	38.46	.00	505.46		1701.29
10/31		OCTOBER	265.00	43.51	.00	308.51		2009.80
11/30		NOVEMBER	265.00	46.60	.00	311.60		2321.40
12/31		DECEMBER	275.00	49.71	.00	324.71		2646.11
01/31		JANUARY	275.00	53.96	.00	328.96		2975.07
02/28		FEBRUARY	275.00	57.25	.00	332.25		3307.32
03/31		MARCH	275.00	60.57	.00	335.57		3642.89
04/30		APRIL	275.00	63.93	.00	338.93		3981.82
05/31	000000	*JUNE DUES	275.00	.00	.00	275.00		4256.82
05/31	000000	*FINANCE CHARGE	39.82	.00	.00	39.82		4296.64
05/31	000000	*LATE CHARGE	27.50	.00	.00	27.50		4324.14

3642<sup>89</sup>  
645<sup>00</sup>  
100<sup>00</sup>  
4,437<sup>89</sup>

SWEEPS EARNINGS RECORDED ON MEMBERS' ACCOUNTS MUST  
BE REDEEMED AT THE END OF THE YEAR. SEE WEBSITE &  
NEWSLETTER FOR FULL DETAILS.

SWEEPS BALANCE = 0.00 WINNINGS = 0.00

MINIMUM CURRENT 30 DAYS 60 DAYS 90 DAYS BY THE LAST DAY IN SEPTEMBER  
342.32 338.93 335.57 3307.32 AMOUNT DUE 4324.14

9643 SPYGLASS #20, DESERT HOT SPRINGS, CA 92240  
MISSION LAKES COUNTRY CLUB, INC.

Monthly dues assessment is due on the 1st and is considered delinquent if not paid by the 15th of the month. A 10% late charge  
will be assessed on dues and a 1% finance charge will be assessed on accounts not paid by the end of the month

Recording Requested by:  
MISSION LAKES COUNTRY CLUB, INC.  
A Nonprofit Mutual Benefit Corporation

When Recorded, Mail To:  
WAYNE S. GURALNICK  
A Professional Law Corporation  
40-004 Cook Street, Suite 3  
Palm Desert, California 92211  
(760) 340-0558  
94-144

DOC # 2013-0492634

10/15/2013 03:01P Fee:34.00

Page 1 of 4

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY	35.50
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### NOTICE OF ASSESSMENT LIEN

NOTICE IS HEREBY GIVEN that the property legally described in Exhibit A attached hereto and made a part hereof, inclusive of Maps, Records of Riverside County, State of California, and the accompanying portion of the Common Area appurtenant thereto, has been assessed by the Board of Directors of MISSION LAKES COUNTRY CLUB, INC., A Nonprofit Mutual Benefit Corporation, pursuant to its authority under the enabling Declaration of Restrictions, recorded May 5, 1971, as Instrument No. 47213, and any amendments thereto, as well as California Civil Code §§ 1366 and 1367.

The record owner of said unit/lot is: RAYBURN SURRETT  
Property Address (if any): 9643 SPYGLASS AVE. #30, DESERT HOT SPRINGS, CA 92240  
Assessor's Parcel No.: 661-271-030

### Itemized Statement

Amount of Assessment:	\$1,325.75
Proprietary Dues:	\$202.00
Additional Charges:	
Late Charges/Interest:	98.54
Pay-or-Lien:	75.00
Management / Bookkeeping Fees:	100.00
Attorney Costs:	95.00
Collection and/or Attorney's Fees:	425.00
<b>TOTAL ASSESSMENT LIEN DUE:</b>	<b>\$2,321.29</b>

Assessments are due and payable monthly in the amount of \$265.00 and shall be added to the total amount of the assessment lien, plus late charges, interest and special assessments levied after the date of this assessment lien, if any. The name and address of the Trustee authorized by MISSION LAKES COUNTRY CLUB, INC., A Nonprofit Mutual Benefit Corporation, to enforce this lien by sale (nonjudicial foreclosure) is:

AUTHORIZED TRUSTEE  
WAYNE S. GURALNICK  
A Professional Law Corporation  
40-004 Cook Street, Suite 3  
Palm Desert, California 92211  
(760) 340-0558

Dated: October 1, 2013

MISSION LAKES COUNTRY CLUB, INC., A Nonprofit Mutual Benefit Corporation

By: 

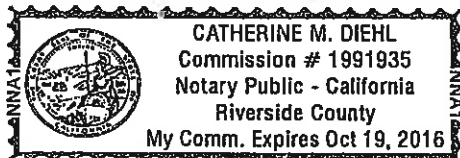
Cynthia Van Lizzen, Assistant Secretary of WAYNE S. GURALNICK,  
A Professional Law Corporation, Trustee and Authorized Representative for  
MISSION LAKES COUNTRY CLUB, INC., A Nonprofit Mutual Benefit  
Corporation

State of California )  
                                  ) ss.  
County of Riverside )

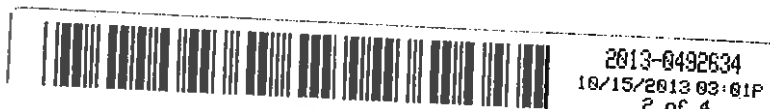
On October 1, 2013, before me, Catherine M. Diehl, a Notary Public, personally appeared Cynthia Van Lizzen, Assistant Secretary of WAYNE S. GURALNICK, A Professional Law Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that her signature on the instrument the person, or entity upon behalf of the person 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 PUBLIC



All that certain real property situated in the County of Riverside, State of California, described as follows:

**A CONDOMINIUM COMPRISED OF:**

**PARCEL 1:**

AN UNDIVIDED 1/168TH INTEREST IN AND TO LOT 1 OF TRACT NO. 4481, AS SHOWN BY MAP ON FILE IN BOOK 72 PAGES 18 AND 19 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA:

EXCEPTING THEREFROM UNITS 1 THROUGH 56, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN FOR TRACT NO. 4491, SAID PLAN BEING RECORDED JULY 28, 1972 AS INSTRUMENT NO. 100906 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, PURSUANT IN THE PROVISIONS OF CHAPTER 1, TITLE 6, PART "A", DIVISION SECOND OF THE CIVIL CODE;

ALSO EXCEPTING THEREFROM THE EXCLUSIVE RIGHT TO USE AND OCCUPY THOSE AREAS DESIGNATED AS RESTRICTED COMMON AREAS; BALCONIES, PATIOS, AND PARKING AREAS, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT NO. 4481; SAID PLAN BEING RECORDED JULY 28, 1972 AS INSTRUMENT NO. 100906 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM ALL RIGHT, TITLE AND INTEREST IN AND TO ALL OF THE OIL, GAS, CASINGHEAD GAS, AND OTHER HYDROCARBONS, AND ALL OTHER HYDROCARBONS, AND ALL OTHER MINERALS, CHEMICALS AND STEAM IN AND UNDERLYING OR PRODUCED OR TO BE PRODUCED FROM SAID PROPERTY, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED TO RAYMOND I. RYAN AND HELEN RYAN, HUSBAND AND WIFE, IN DEED RECORDED AUGUST 1, 1968 AS INSTRUMENT NO. 74298 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY CALIFORNIA.

**PARCEL 2:**

AN UNDIVIDED 1/168TH INTEREST IN AND TO LOT 1 OF TRACT NO. 4354, AS SHOWN BY MAP ON FILE IN BOOK 74 PAGES 35 AND 36 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM UNITS 1 THROUGH 112, INCLUSIVE, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT 4354, SAID PLAN BEING RECORDED DECEMBER 1, 1972 AS INSTRUMENT NO. 159767 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, PURSUANT TO THE PROVISIONS OF CHAPTER 1, TITLE 6, PART "A", DIVISION SECOND OF THE CIVIL CODE;

ALSO EXCEPTING THEREFROM THE EXCLUSIVE RIGHT TO USE AND OCCUPY THOSE AREAS DESIGNATED AS RESTRICTED COMMON AREAS; BALCONIES, PATIOS AND PARKING AREAS, AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT NO. 4354; SAID PLAN BEING RECORDED DECEMBER 1, 1972 AS



**INSTRUMENT NO. 159767 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY,  
CALIFORNIA;**

**ALSO EXCEPTING THEREFROM ALL RIGHT, TITLE AND INTEREST IN AND TO ALL  
OF THE OIL, GAS, CASINGHEAD GAS, AND OTHER HYDROCARBONS, AND ALL  
OTHER MINERALS, CHEMICALS AND STEAM IN AND UNDERLYING OR PRODUCED  
OR TO BE PRODUCED FROM SAID PROPERTY, WITHOUT THE RIGHT OF SURFACE  
ENTRY, AS RESERVED TO RAYMOND J. RYAN AND HELEN RYAN, HUSBAND AND  
WIFE, IN DEED RECORDED AUGUST 1, 1968 AS INSTRUMENT NO. 74298 OF  
OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.**

**PARCEL 3:**

**UNIT 30 AS SHOWN BY THE CONDOMINIUM PLAN OF TRACT NO. 4354, SAID  
PLAN BEING RECORDED DECEMBER 1, 1972 AS INSTRUMENT NO. 159767 OF  
OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, PURSUANT TO THE  
PROVISIONS OF CHAPTER 1, TITLE 6, PART "A", DIVISION SECOND OF THE  
CIVIL CODE.**

**PARCEL 4:**

**THE EXCLUSIVE RIGHT TO USE AND OCCUPY THOSE PORTIONS OF LOT 1,  
DESCRIBED IN PARCEL 2 ABOVE, DESIGNATED AS: BALCONIES, PATIOS AND  
PARKING AREAS, AS APPURTENANT TO PARCELS 2 AND 3, ABOVE DESCRIBED.**



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

RECEIVED

To: Don Kent, Treasurer-Tax Collector

2015 JUN -1 PM 2:04

Re: Claim for Excess Proceeds

RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

TC 200 Item 521 Assessment No.: 661271030-6

Assessee: SURRETT, RAYBURN

Situs: 9643 SPYGLASS AVE NO 30 DESERT HOT SPRINGS 92240

Date Sold: April 29, 2014

Date Deed to Purchaser Recorded: June 20, 2014

Final Date to Submit Claim: June 22, 2015

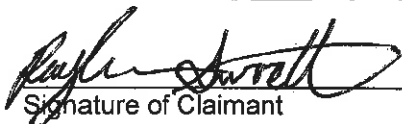
I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$25,957.00 from the sale of the above mentioned real property. I/We were the ☐ lienholder(s), ☒ property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. \_\_\_\_\_; recorded on \_\_\_\_\_. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_  
County, State

  
Signature of Claimant

\_\_\_\_\_  
Signature of Claimant

Rayburn Surratt  
Print Name

\_\_\_\_\_  
Print Name

24111 Road St Pe  
Street Address

\_\_\_\_\_  
Street Address

Perris ca 92570  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

(951) 943-6857  
Phone Number

\_\_\_\_\_  
Phone Number



RECORDING REQUESTED BY

AND WHEN RECORDED MAIL DOCUMENT AND  
TAX STATEMENT TO:

NAME Rochan Kennedy  
STREET ADDRESS 631 Parkview Dr.  
CITY, STATE & ZIP CODE Lake Elsinore, CA 92530 ✓

TITLE ORDER NO. \_\_\_\_\_  
ESCROW NO. \_\_\_\_\_

DOC # 2012-0496736 ✓

✓ 10/17/2012 03:30P Fee: 15.00  
Page 1 of 1 Doc T Tax Paid  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

## QUITCLAIM DEED ✓

TRA: \_\_\_\_\_  
APN: 661-271-030 ✓

The undersigned grantor(s) declare(s)  
DOCUMENTARY TRANSFER TAX \$ 33.00  
☐ computed on full value of property conveyed, or  
☐ computed on full value less liens and encumbrances remaining at time of sale.  
☐ Unincorporated Area City of \_\_\_\_\_

15-  
C  
518

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, I (We) Rochan D. Kennedy ✓

hereby remise, release and quitclaim to Raybuen Surret ✓

the following described real property in the City of Desert Hot Springs County of Riverside  
State of California

(Insert Legal Description) 9643 Spyglass Ave. #30. Desert Hot Springs, CA 92240 ✓  
Unit 30, Condominium Plan tract NO. 4354, Instrument  
NO. 159767 of Official Records of Riverside County.  
@m 006/078 Int in common m13 072/018 + mB 074/035

DATED: 10/16/12 Rochan D. Kennedy

STATE OF CALIFORNIA  
COUNTY OF Riverside

On 10/16/12 before me, Akram Nino Public Notary, personally appeared  
(here insert name and title of the officer)

Rochan D. Kennedy

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

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

WITNESS my hand and official seal.

Signature Akram Nino (SEAL)

MAIL TAX STATEMENT AS DIRECTED ABOVE

