

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS DATE 5/23/16

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

80513



**FROM:** TLMA – Code Enforcement Department

**SUBMITTAL DATE:**  
 May 25, 2016

**SUBJECT:** Abatement of Public Nuisance [Substandard Structure and Accumulated Rubbish]  
 Case No: CV14-02584 [MONTGOMERY]  
 Subject Property: 16590 Via Corto West, Desert Hot Springs; APN: 657-112-005  
 District: 4 [\$0]

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

1. The substandard structure (dwelling) on the real property located at 16590 Via Corto West, Desert Hot Springs, Riverside County, California, APN: 657-112-005 be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which does not permit a substandard structure on the property.
2. Susan L. Montgomery, the owner of the subject real property, be directed to abate the substandard structure on the property by rehabilitating, removing, and/or demolishing the same from the real property, including the removal and disposal of all structural debris and materials within ninety (90) days.

*Albert Brady*  
 ALBERT BRADY  
 Code Enforcement Official

(Continued)

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	

**SOURCE OF FUNDS** \_\_\_\_\_ Budget Adjustment: \_\_\_\_\_  
 For Fiscal Year: \_\_\_\_\_

**C.E.O. RECOMMENDATION:** APPROVE  
 BY: Tina Grande  
 Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Prev. Agn. Ref.: \_\_\_\_\_ District: 4 Agenda Number: \_\_\_\_\_

9-3

Departmental Concurrence

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

**FORM 11: Abatement of Public Nuisance [Substandard Structure and Accumulated Rubbish]**

**Case No: CV14-02584 [MONTGOMERY]**

**Subject Property: 16590 Via Corto West, Desert Hot Springs; APN: 657-112-005**

**District: 4**

**DATE:** May 25, 2016

**PAGE:** 2 of 3

**RECOMMENDED MOTION (continued):**

3. The owner be ordered to ascertain the existence or non-existence of asbestos containing materials in said structure by survey and materials sample testing through the Industrial Hygiene Specialist of the County Health Department, Division of Special Services; and prior to the abatement ordered in paragraph number two (2) above, to secure the removal and disposal of all asbestos containing materials discovered through such survey and testing by contract with a duly certified and licensed contractor for the handling of such materials to avoid citations and/or fines imposed by the South Coast Air Quality Management District (SCAQMD) pursuant to SCAQMD Rule No. 1403.

4. The accumulation of rubbish on the real property located at 16590 Via Corto West, Desert Hot Springs, be declared a public nuisance and a violation of Riverside County No. 541 which does not permit the accumulation of rubbish on the property.

5. Susan L. Montgomery, the owner of the subject property, be directed to abate the accumulation of rubbish on the property by removing and disposing of the same from the real property within ninety (90) days.

6. If the owner or whoever has possession of the real property does not take the above described actions within ninety (90) days of the date of the Board's Order to Abate, that representatives of the Code Enforcement Department, Sheriff's Department, and/or a contractor, upon consent of the owner or receipt of a Court Order authorizing entry onto the real property when necessary under applicable law, may abate the substandard structure and accumulation of rubbish by removing and disposing of the same from the real property.

7. The reasonable costs of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Riverside County Ordinance No. 725.

8. County Counsel be directed to prepare the necessary Findings of Fact, Conclusions and Order to Abate Nuisance for approval by the Board that the substandard structure and accumulation of rubbish on the real property is declared to be in violation of Riverside County Ordinance Nos. 457 and 541, and a public nuisance.

**BACKGROUND:**

1. An inspection was made on the subject property by Code Enforcement Officer Rusty Hannah on July 3, 2014. The inspection revealed a substandard structure (dwelling) on the subject property in violation of Riverside County Ordinance No. 457. The substandard conditions of the structure included, but were not limited to the following: extensive fire damage and public and attractive nuisance – abandoned/vacant.

2. The inspection also revealed accumulation of rubbish on the subject property in violation of Riverside County Ordinance No. 541. The accumulation of rubbish consisted of but was not limited to the following: burnt debris, burnt personal items, and a satellite dish, of about 500 square feet.

3. There have been approximately eleven (11) follow up inspections, with the last inspection being on April 28, 2016. The property continues to be in violation of Riverside County Ordinance Nos. 457 and 541.

4. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for substandard structure and accumulation of rubbish.

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

**FORM 11: Abatement of Public Nuisance [Substandard Structure and Accumulated Rubbish]  
Case No: CV14-02584 [MONTGOMERY]  
Subject Property: 16590 Via Corto West, Desert Hot Springs; APN: 657-112-005  
District: 4**

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**PAGE:** 3 of 3

**Impact on Citizens and Businesses**

Failure to abate will have a negative impact on citizens or business due to health and safety hazards, nuisance and potential impact on real estate values.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

N/A

**Contract History and Price Reasonableness**

N/A

**ATTACHMENTS**

Declaration  
Exhibits A-G

**BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE**

IN RE ABATEMENT OF PUBLIC NUISANCE ) CASE NO. CV 14-02584  
[SUBSTANDARD STRUCTURE AND )  
ACCUMULATION OF RUBBISH]; APN:657-112- )  
005, 16590 VIA CORTO WEST, DESERT HOT ) DECLARATION OF CODE  
SPRINGS, COUNTY OF RIVERSIDE, STATE OF ) ENFORCEMENT OFFICER  
CALIFORNIA; SUSAN L. MONTGOMERY, ) RUSTY HANNAH  
OWNER. ) [RCO Nos. 457, 541 and 725]

I, Rusty Hannah, declare that the facts set forth below are personally known to me except to the extent that certain information is based on information and belief which I believe to be true, and if called as a witness, I could and would competently testify thereof under oath:

1. I am currently employed by the Riverside County Code Enforcement Department as a Code Enforcement Officer. My current official duties as a Code Enforcement Officer include inspecting properties for violations and enforcement of the provisions of Riverside County Ordinances.

2. On July 3, 2014, I conducted an inspection of the real property described as 16590 Via Corto West, Desert Hot Springs, Riverside County, California, and further described as Assessor's Parcel Number 657-112-005 (hereinafter described as "THE PROPERTY"). A true and correct copy of a Thomas Brothers map page indicating the location of THE PROPERTY is attached hereto and incorporated herein by reference as Exhibit "A."

3. A review of County records and documents disclosed that THE PROPERTY is owned by Susan L. Montgomery (hereinafter referred to as "OWNER"). A certified copy of the County Equalized Assessment Roll for the 2015-2016 tax year and a copy of the report generated from the County Geographic Information System ("GIS") is attached hereto and incorporated herein by reference as Exhibit "B." Accumulated rubbish is not permitted to be located on any property within the County of Riverside.

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FORM APPROVED COUNTY COUNSEL  
BY: *Sophiah Choi*  
DATE: 5/12/14

1           4.       Based on the Lot Book Report from RZ Title Service dated March 6, 2015 and updated on  
2 February 15, 2016, it is determined that other parties may potentially hold a legal interest in THE  
3 PROPERTY, to wit: BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP,  
4 Mission Springs Water District, and Susan L. Montgomery, as Trustee of the Susan L. Montgomery  
5 Living Trust dated August 18, 2011 (hereinafter referred to as "INTERESTED PARTIES). True and  
6 correct copies of the Lot Book Reports are attached hereto and incorporated herein by reference as  
7 Exhibit "C."

8           5.       On July 3, 2014, I arrived at THE PROPERTY to conduct an inspection. THE PROPERTY  
9 was partially fenced with the gate open and no signs restricting access. I observed accumulated rubbish  
10 on THE PROPERTY including, but not limited to: burnt debris, burnt personal items and a satellite dish,  
11 of about 500 square feet. This condition causes THE PROPERTY to constitute a public nuisance in  
12 violation of the provisions set forth in Riverside County Ordinance ("RCO") No. 541.

13           6.       I also observed a structure in a state of general dilapidation. I observed the following  
14 conditions which cause the structure to be substandard and THE PROPERTY to constitute a public  
15 nuisance in violations set forth in RCO No. 457.

16 Dwelling:

- 17           1)       Extensive fire damage;  
18           2)       Public and attractive nuisance – abandoned/vacant.

19           7.       On July 3, 2014, March 23, 2015 and September 23, 2015, a Notice of Violation, Notice of  
20 Defects and a "Danger Do Not Enter" sign were posted on THE PROPERTY.

21           8.       On July 9, 2014, a Notice of Violation and Notice of Defects were mailed to OWNER by  
22 first class mail.

23           9.       On March 19, 2015, a Notice of Violation and Notice of Defects were mailed to OWNER  
24 and INTERESTED PARTIES by first class mail.

25           10.      On August 5, 2015, a Notice of Violation and Notice of Defects were mailed to OWNER  
26 and INTERESTED PARTIES by certified mail, return receipt requested.

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1 11. A site plan and photographs depicting the conditions of THE PROPERTY are attached  
2 hereto and incorporated herein by reference as Exhibit "D."

3 12. True and correct copies of each Notice issued in this matter and other supporting  
4 documentation are attached hereto and incorporated herein by reference as Exhibit "E."

5 13. There have been approximately eleven (11) subsequent follow up inspections, with the  
6 last inspection being April 28, 2016. THE PROPERTY continues to be in violation of RCO Nos. 457 and  
7 541.

8 14. Based upon my experience, knowledge and visual observations, it is my determination  
9 that the substandard structure (dwelling) and accumulated rubbish on THE PROPERTY creates an  
10 extreme health, safety, fire and structural hazard to the neighbors and general public and constitutes a  
11 public nuisance in violation of the provisions set forth in RCO Nos. 457 and 541.

12 15. A recent inspection showed THE PROPERTY remained in violation and constitutes a  
13 public nuisance in violation of the provisions set forth of RCO Nos. 457 and 541.

14 16. A Notice of Pendency of Administrative Proceedings was recorded in the Office of the  
15 County Recorder, County of Riverside, State of California, on January 29, 2015, as Instrument Number  
16 2015-0037593. A true and correct copy of which is attached hereto and incorporated herein by reference  
17 as Exhibit "F."

18 17. A Notice to Correct County Ordinance Violations and Abate Public Nuisance, providing  
19 notification of the Board of Supervisors' hearing was mailed to OWNER and INTERESTED PARTIES by  
20 first class mail and was posted on THE PROPERTY. True and correct copies of the Notice, together  
21 with Proof of Service and the Affidavit of Posting of Notice are attached hereto and incorporated herein  
22 by reference as Exhibit "G."

23 18. Significant rehabilitation, removal and/or demolition of the substandard structure and  
24 removal and disposal of all structural materials, rubbish and debris are required to abate the public  
25 nuisance and bring THE PROPERTY into compliance with RCO No. 457, the Health and Safety, Uniform  
26 Housing, Administrative and Abatement of Dangerous Buildings Codes. In addition, the removal and  
27 disposal of all accumulated rubbish is required to abate the nuisance and bring THE PROPERTY into  
28 compliance with Riverside County Ordinance No. 541 and the Health and Safety Code.

1           19.   Accordingly, the following findings and conclusions are recommended:

2           (a)   the structure (dwelling) be condemned as a substandard building, public and  
3 attractive nuisance;

4           (b)   the OWNER, or whoever has possession or control of THE PROPERTY, be  
5 required to rehabilitate or demolish said structure, including the removal and disposal of all structural  
6 debris and materials, on THE PROPERTY in strict accordance with the provisions of RCO No. 457.

7           (c)   the OWNER, or whoever has possession or control of THE PROPERTY, be  
8 ordered to ascertain the existence or non-existence of asbestos containing materials in said structure by  
9 survey and materials sample testing through the Industrial Hygiene Specialist of the County Health  
10 Department, Division of Special Services; and, prior to the abatement ordered in subsection (b) above, to  
11 secure the removal and disposal of all asbestos containing materials discovered through such survey  
12 and testing by contract with a duly certified and licensed contractor for the handling of such materials to  
13 avoid citations and/or fines by South Coast Air Quality Management District ("SCAQMD") pursuant to  
14 SCAQMD Rule NO. 1403;

15           (d)   if the substandard structure is not razed, removed and disposed of, or  
16 reconstructed in strict accordance with all Riverside County Ordinances, including but not limited to RCO  
17 No. 457, within ninety (90) days of the date of the Board's Order to Abate, the substandard structure and  
18 contents therein may be abated by representatives of the Riverside County Code Enforcement  
19 Department, a contractor or the Sheriff's Department upon receipt of an owner's consent or a Court  
20 Order where necessary under applicable law authorizing entry onto THE PROPERTY;

21           (e)   the accumulation of rubbish on THE PROPERTY be deemed and declared a public  
22 nuisance;

23           (f)   the OWNER, or whoever has possession or control of THE PROPERTY be  
24 required to remove and dispose of all rubbish in strict accordance with RCO No. 541.

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28   ///

1 (g) if the rubbish is not removed and disposed of in strict accordance with all Riverside  
2 County Ordinances, including but not limited to RCO No. 541, within ninety (90) days after posting and  
3 mailing of the Board's Order and Finding, the rubbish may be abated by representatives of the Riverside  
4 County Code Enforcement Department, a contractor, or the Sheriff's Department upon receipt of an  
5 owner's consent or a Court Order, where necessary by law, authorizing entry into THE PROPERTY; and

6 (h) that reasonable costs of abatement, after notice and opportunity for hearing, shall  
7 be imposed as a lien on THE PROPERTY, which may be collected as a special assessment against  
8 THE PROPERTY pursuant to Government Code Section 25845 and RCO Nos. 457, 541 and 725.

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

11 Executed this 11<sup>TH</sup> day of MAY, 2016, at PALM DESERT

12 California.

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15 \_\_\_\_\_  
16 RUSTY HANNAH  
17 Code Enforcement Officer  
18 Code Enforcement Department  
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# **EXHIBIT “A”**

# CV14-02584

16590 Via Corto West, Desert Hot Springs APN: 657-112-005



## Legend

- TBM Page
- TBM Grid
- City Boundaries
- Cities
- roadsanno
- highways
- HWY
- INTERCHANGE
- INTERSTATE
- OFFRAMP
- ONRAMP
- USHWY
- counties
- cities
- hydrographylines
- waterbodies
- Lakes
- Rivers



0 182 364 Feet



REPORT PRINTED ON 5/4/2016 4:55:15 PM

© Riverside County TLMA GIS

**\*IMPORTANT\*** Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

## Notes

Thomas Bros Page 726  
Grid J1

# **EXHIBIT “B”**

Assessment Roll For the 2015-2016 Tax Year as of January 1,2015

Assessment #657112005-1		Parcel # 657112005-1	
<b>Assessee:</b>	MONTGOMERY SUSAN L	<b>Land</b>	13,229
<b>Mail Address:</b>	16590 VIA CORTO WEST	<b>Structure</b>	58,838
<b>City, State Zip:</b>	DESERT HOT SPRINGS CA 92240	<b>Full Value</b>	72,067
<b>Real Property Use Code:</b>	R1	<b>Homeowners' Exemption</b>	7,000
<b>Base Year</b>	1993	<b>Total Net</b>	65,067
<b>Conveyance Number:</b>	0457937		
<b>Conveyance (mm/yy):</b>	10/2011		
<b>PUI:</b>	R010012		
<b>TRA:</b>	61-074		
<b>Taxability Code:</b>	0-00		
<b>ID Data:</b>	Lot 35 MB 021/049 DOS PALMAS TR		
<b>Situs Address:</b>	16590 W VIA CORTO DSRT HOT SPG CA 92240		

**View Parcel Map**



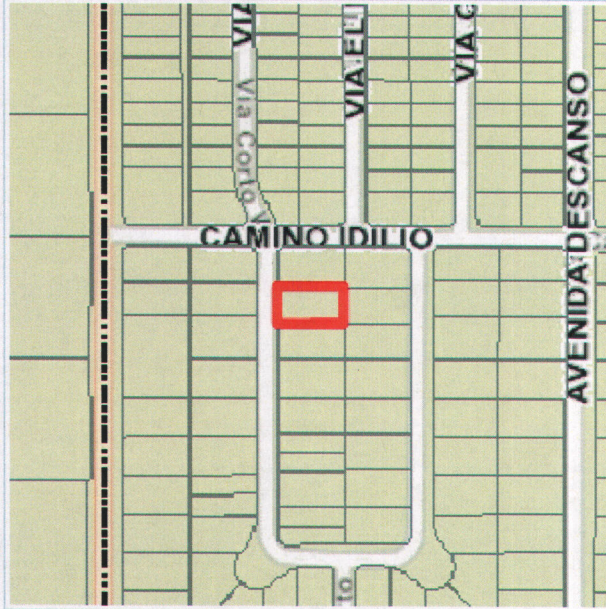


# Riverside County Parcel Report

**APN 657-112-005**

[Disclaimer](#)

Report Date: Thursday, April 21, 2016



<b>APN</b>	<u>657-112-005-1</u>	<b>Supervisorial District 2011</b>	JOHN BENOIT, DISTRICT 4
		<b>Supervisorial District 2001</b>	MARION ASHLEY, DISTRICT 5
<b>Previous APN</b>	000000000	<b>Township/Range</b>	T3SR5E SEC 7
<b>Owner Name</b>	SUSAN L MONTGOMERY	<b>Elevation Range</b>	836 - 836
<b>Address</b>	16590 W VIA CORTO DSRT HOT SPG, CA 92240	<b>Thomas Bros. Map Page/Grid</b>	PAGE: 726 GRID: J1
<b>Mailing Address</b>	16590 VIA CORTO WEST DESERT HOT SPRINGS CA, CA 92240	<b>Indian Tribal Land</b>	Not in Tribal Land
<b>Legal Description</b>	Recorded Book/Page: <a href="#">MB 21/49</a> Subdivision Name: DOS PALMAS TR Lot/Parcel: 35 Block: Not Available Tract Number: Not Available	<b>City Boundary/Sphere</b>	Not within a City Boundary City Sphere: DESERT HOT SPRINGS Annexation Date: Not Applicable No LAFCO Case # Available Proposals: Not Applicable

<b>Lot Size</b>	Recorded lot size is 0.41 acres	<b>March Joint Powers Authority</b>	NOT WITHIN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY
<b>Property Characteristcs</b>	Constructed: 1953 Baths: 1.00 Bedrooms: 2 Const. Type: WOOD FRAME Prop Area: 1558 SqFt Roof Type: COMPOSITION Stories: 1	<b>County Service Area</b>	Not in a County Service Area
<b>Specific Plans</b>	Not within a Specific Plan	<b>Historic Preservation Districts</b>	Not in an Historic Preservation District
<b>Land Use Designations</b>	MDR	<b>Agricultural Preserve</b>	Not in an agricultural preserve
<b>General Plan Policy Overlays</b>	Not in a General Plan Policy Overlay Area	<b>Redevelopment Areas</b>	PROJECT AREA NAME: MCPA SUBAREA NAME: Garnet - Sub Area AMENDMENT NUMBER: 0 ADOPTION DATE: 2010-05-13 ACREAGE: 2588 ACRES
<b>Area Plan (RCIP)</b>	Western Coachella Valley	<b>Airport Influence Areas</b>	Not in an Airport Influence Area
<b>General Plan Policy Areas</b>	None	<b>Airport Compatibility Zones</b>	Not in an Airport Compatibility Zone
<b><u>Zoning Classifications (ORD. 348)</u></b>	Zoning: W-2 CZNumber: 0	<b>Zoning Districts and Zoning Areas</b>	PASS & DESERT, DIST
<b><u>Zoning Overlays</u></b>	Not in a Zoning Overlay	<b>Community Advisory Councils</b>	Not in a Community Advisory Council Area
<b><u>CVMSHCP (Coachella Valley Multi-Species Habitat Conservation Plan) Plan Area</u></b>	WITHIN THE COACHELLA VALLEY MSHCP FEE AREA MSHCP Plan Area	<b>WRMSHCP (Western Riverside County Multi-Species Habitat Conservation Plan) Cell Group</b>	Not in a Cell Group
<b>CVMSHCP (Coachella Valley Multi-Species Habitat</b>	Not in a Conservation Area	<b>WRMSHCP Cell Number</b>	None

<b>Conservation Plan) Conservation Area</b>			
<b>CVMSHCP Fluvial Sand Transport Special Provision Areas</b>	Not in a Fluvial Sand Transport Special Provision Area	<b>HANS/ERP (Habitat Acquisition and Negotiation Strategy/Expedited Review Process)</b>	None
<b><u>WRMSHCP (Western Riverside County Multi-Species Habitat Conservation Plan) Plan Area</u></b>	None	<b>Vegetation (2005)</b>	No Data Available
<b>Fire Hazard Classification (Ord. 787)</b>	Not in a High Fire Area	<b>Fire Responsibility Area</b>	Not in a Fire Responsibility Area
<b><u>CVMSHCP (Coachella Valley Multi-Species Habitat Conservation Plan) Fee Area (Ord 875)</u></b>	WITHIN THE COACHELLA VALLEY MSHCP FEE AREA MSHCP Fee Area	<b>RBBD (Road &amp; Bridge Benefit District)</b>	Not in a District
<b><u>WRMSHCP (Western Riverside County Multi-Species Habitat Conservation Plan) Fee Area (Ord. 810)</u></b>	NOT WITHIN THE WESTERN RIVERSIDE COUNTY MSHCP FEE AREA	<b><u>DIF (Development Impact Fee Area Ord. 659)</u></b>	WESTERN COACHELLA VALLEY
<b><u>Western TUMF (Transportation Uniform Mitigation Fee Ord. 824)</u></b>	NOT WITHIN THE WESTERN TUMF FEE AREA	<b><u>SKR Fee Area (Stephen's Kagaroo Rat Ord. 663.10)</u></b>	Not within a SKR Fee Area
<b><u>Eastern TUMF (Transportation Uniform Mitigation Fee Ord. 673)</u></b>	IN OR PARTIALLY WITHIN A TUMF FEE AREA. SEE MAP FOR MORE INFORMATION. EAST	<b>DA (Development Agreements)</b>	Not in a Development Agreement Area
<b>Circulation Element Ultimate Right-of-Way</b>	Not in a Circulation Element Right-of-Way	<b>Road Book Page</b>	171
		<b>Transportation Agreements</b>	Not in a Transportation Agreement
		<b>CETAP (Community and Environmental)</b>	Not in a CETAP Corridor

		<b>Transportation Acceptability Process) Corridors</b>	
<b>Flood Plan Review</b>	RCFC	<b>Watershed</b>	WHITEWATER
<b>Water District</b>	DWA	<b>California Water Board</b>	None
<b>Flood Control District</b>	RIVERSIDE COUNTY FLOOD CONTROL DISTRICT		
<b>Fault Zone</b>	Not in a Fault Zone	<b>Paleontological Sensitivity</b>	Low Potential: FOLLOWING A LITERATURE SEARCH, RECORDS CHECK AND A FIELD SURVEY, AREAS MAY BE DETERMINED BY A QUALIFIED VERTEBRATE PALEONTOLOGIST AS HAVING LOW POTENTIAL FOR CONTAINING SIGNIFICANT PALEONTOLOGICAL RESOURCES SUBJECT TO ADVERSE IMPACTS.
<b>Faults</b>	Not within a 1/2 mile of a Fault		
<b>Liquefaction Potential</b>	Moderate		
<b>Subsidence</b>	Susceptible		
<b>School District</b>	PALM SPRINGS UNIFIED	<b>Tax Rate Areas</b>	061074 CITRUS PEST CONTROL 2 CO FREE LIBRARY CO STRUCTURE FIRE PROTECTION CO WASTE RESOURCE MGMT DIST COACHELLA VALLEY RESOURCE CONS CSA 152 CV MOSQUITO & VECTOR CONTROL DESERT COMMUNITY COLLEGE DESERT HOSPITAL DESERT WATER AG FLOOD CONTROL ADMIN FLOOD CONTROL ZN 6 GENERAL PURPOSE MISSION SPRINGS WTR DIST MISSION SPRINGS WTR IMP G PALM SPRINGS
<b>Communities</b>	Southeast Desert Hot Springs		
<b>Lighting (Ord. 655)</b>	Zone B, 44.66 Miles From Mt. Palomar Observatory		
<b>2010 Census Tract</b>	044515		
<b>Farmland</b>	URBAN-BUILT UP		



	LAND	PUBLIC CEMETERY PALM SPRINGS UNIFIED B&I 1992-A
<b>Special Notes</b>	No Special Notes	PALM SPRINGS UNIFIED SCHOOL RDV MID-CO PROJ AMND 2-AB1290 RIV CO REGIONAL PARK & OPEN SP RIVERSIDE CO OFC OF EDUCATION

**Building Permits**

Case #	Description	Status
032123	SPEC INSP FOR CODE COMP ELEC-GAS	FINALED
032629	ADD LEACHLINE TO DWLG	FINALED
125903	14X26 RM ADD	FINALED
BEL040818	UPGRADE ELEC PANEL 100 TO 200 AMPS	EXPIRED
BZ286404	FHA SPECIAL INSPECTION	FINAL
BZ286551	REINSPECITON FEE	FINAL

**Environmental Health Permits**

Case #	Description	Status
No Environmental Health Permits	Not Applicable	Not Applicable

**Planning Cases**

Case #	Description	Status
No Planning Cases	Not Applicable	Not Applicable

**Code Cases**

Case #	Description	Status
CV1402584	NEIGHBORHOOD ENFORCEMENT	OPEN

# **EXHIBIT “C”**



P.O. Box 1193  
 Whittier, CA 90609  
 Tel # (562) 325-8351  
 Fax # (714) 783-3038

## Updated Lot Book

**Customer:**

RIVERSIDE COUNTY TLMA-CODE INFORCEMENT

4080 Lemon Street  
 Riverside CA 92501

Attn: Brent Steele  
 Reference: CV14-02584/Snunez /Rhannah- #33077  
 IN RE: MONTGOMERY, SUSAN L.

Order Number: **35309**

Order Date: 1/21/2016

Dated as of: 2/15/2016

County Name: Riverside

FEE(s):  
 Report: \$62.40

Property Address: 16590 W Via Corto  
 Desert Hot Springs CA 92240

RZ Title Reporting Service hereby reports, as disclosed by the Official Records of the Recorder of said County as of the date shown above, that subsequent to the date of the original report that (i) No document in the chain of title to said land has been recorded purporting to convey the fee title to said land, and (ii) No encumbrances affecting said land have been recorded nor has a homestead been executed on said land, and (iii) No encumbrances affecting said land on the date of the original report have been released or reconveyed.

All exceptions are as follows:

Assessor's Parcel No. : 657-112-005-1

Assessments:	Land Value:	\$13,229.00
	Improvement Value:	\$58,838.00
	Exemption Value:	\$7,000.00
	Total Value:	\$65,067.00

Property Taxes for the Fiscal Year	2015-2016
First Installment	\$502.08
Penalty	\$50.20
Status	NOT PAID-DELINQUENT
Second Installment	\$502.08
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2016)
A Notice of Lien Recorded	03/10/2015
Document No.	2015-0095600
Amount	\$206.66
Owner	Susan Montgomery



P.O. Box 1193  
Whittier, CA 90609  
Tel # (562) 325-8351  
Fax # (714) 783-3038

Order Number: 35309

Reference: CV14-02584/Snun

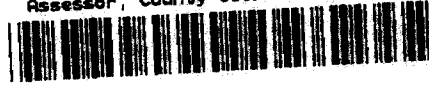
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Claimant

Mission Springs Water District

NO OTHER EXCEPTIONS

DOC # 2015-0095600  
 03/10/2015 04:32P Fee:NC  
 Page 1 of 1  
 Recorded in Official Records  
 County of Riverside  
 Peter Aldana  
 Assessor, County Clerk & Recorder



When recorded return to:  
 Mission Springs Water District  
 66575 Second St.  
 Desert Hot Springs, CA 92240

Office of the Riverside County Clerk/Recorder  
 P. O. Box 751  
 Riverside, CA 92502-0751

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Record without fee for benefit  
 of public agency (G.C. 6103)



**Lien for Unpaid Water and/or Other Charges**  
*(California Water Code Section 31701 et seq.)*

Notice is give that the undersigned, acting as authorized agent for Mission Springs Water District, hereby records a lien against the following property to satisfy the agreement executed by and between Mission Springs Water District and the property owner named below:

**Property owner:** Susan Montgomery  
**In the amount:** \$206.66  
**APN:** 657-112-005-1  
**Street Address:** 16590 Via Corto W, Desert Hot Springs, CA

Dated February 26, 2015  
 at Desert Hot Springs, CA.

Arden Wallum  
 General Manager of Mission Springs Water  
 District and its Board of Directors

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.

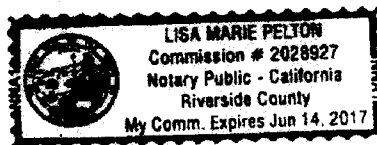
State of California  
 ss.  
 County of Riverside

On February 26, 2015, before me, Lisa Marie Pelton, Notary Public, personally appeared —Arden Wallum—who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument 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.

Signature of Notary  
 Lisa Marie Pelton  
 Commission # 2028927  
 Commission Expiration Jun 14, 2017





P.O. Box 1193  
 Whittier, CA 90609  
 Tel # (562) 325-8351  
 Fax # (714) 783 3038

## Lot Book Report

Order Number: **33077**

**Customer:**

RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT

4080 Lemon Street

Riverside

CA 92501

Attn:

Brent Steele

Reference:

CV14-02584 / Snunez/R. Hannah

IN RE:

MONTGOMERY, SUSAN L.

Order Date: 3/12/2015

Dated as of: 3/6/2015

County Name: Riverside

FEE(s):

Report: \$120.00

Property Address: 10590 W Via Corto

Desert Hot Springs

CA 92240

Assessor's Parcel No. : 657-112-005-1

**Assessments:**

Land Value:	\$12,971.00
Improvement Value:	\$57,687.00
Exemption Value:	\$7,000.00
Total Value:	\$63,658.00

## Tax Information

Property Taxes for the Fiscal Year	2014-2015
First Installment	\$394.74
Penalty	\$0.00
Status	PAID (PAID THRU 01/31/2015)
Second Installment	\$394.74
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2015)



P.O. Box 1193  
Whittier, CA 90609  
Tel # (562) 325-8351  
Fax # (714) 783-3038

Order Number: 33077

Reference: CV14-02584 / Snu

## Property Vesting

The last recorded document transferring title of said property

Dated	11/12/1992
Recorded	11/18/1992
Document No.	441797
D.T.T.	\$56.10
Grantor	Jack Kemp, Secretary of Housing and Urban Development of Washington, D.C.
Grantee	Leo P. Montgomery and Susan L. Montgomery, husband and wife as joint tenants

Vesting Subject to the Effect if any of

	Affidavit-Death of Joint Tenant
Dated	05/16/2008
Recorded	05/28/2008
Document No.	2008-0288044
Grantor	Leo Paul Montgomery, decedent
Grantee	Susan L. Montgomery, a widow

Vesting Subject to Deed Dated

	08/18/2011
Recorded	10/18/2011
Document No.	2011-0457937
Grantor	Susan L. Montgomery, a widow
Grantee	Susan L. Montgomery, as Trustee of the Susan L. Montgomery Living Trust Dated August 18, 2011

## Deeds of Trust

Position No. 1st



P.O. Box 1193  
Whittier, CA 90609  
Tel # (562) 325-8351  
Fax # (714) 783-3038

Order Number: 33077

Reference: CV14-02584 / Snu

---

A Deed of Trust Dated	05/28/2008
Recorded	05/28/2008
Document No.	2008-0288045
Amount	\$74,995.00
Trustor	Susan L. Montgomery, a widow
Trustee	ReconTrust Company, N.A.
Beneficiary	Mortgage Electronic Registration Systems, Inc., acting as a nominee for Countrywide Bank, FSB
Assignment Dated	02/11/2010
Recorded	03/16/2010
Document No.	2010-0119054
Assigned to	BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP

Note: Document recorded with incorrect/incomplete legal description

## Additional Information

A Notice of Administrative Proceedings by the	
City of	Palm Desert
County of	Riverside
Recorded	01/29/2015
Document No.	2015-0037593
A Notice of Lien Recorded	03/10/2015
Document No.	2015-0095600
Amount	\$206.66
Owner	Susan Montgomery
Claimant	Mission Springs Water District

## Legal Description

THE LAND REFERRED TO IN THIS REPORT IS LOCATED IN AND IS DESCRIBED AS FOLLOWS:

LOT 35 OF DOS PALMAS TRACT UNIT 1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 21, PAGE 49 OF MAPS, RECORDS OF SAID COUNTY.





P.O. Box 1193  
Whittier, CA 90609  
Tel # (562) 325-8351  
Fax # (714) 783-3038

Order Number: 33077

Reference: CV14-02584 / Snu

---

RECORDING REQUESTED BY: *Bren*  
 Ticor Title Company of California  
 Escrow No. 340635-C2  
 Title Order No. 230992-17

DOC # 2008-0288044  
 05/28/2008 08:00A Fee:15.00  
 Page 1 of 3  
 Recorded in Official Records  
 County of Riverside  
 Larry W. Ward  
 Assessor, County Clerk & Recorder

When Recorded Mail Document To:  
 Susan L. Montgomery  
 16590 Via Corto West  
 Desert Hot Springs, CA 92240



*230992-17*

APN: 657-112-005-1

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AFFIDAVIT - DEATH OF JOINT TENANT

*15*

STATE OF CALIFORNIA,

COUNTY OF Riverside,

Susan L. Montgomery, of legal age, being first duly sworn, and deposes and says:

That Leo Paul Montgomery, the decedent mentioned in the attached certified copy of Certificate of Death, is the same person as Leo P. Montgomery named as one of the parties in that certain Grant Deed dated November 12, 1992 executed by Jack Kemp to Leo P. Montgomery and Susan L. Montgomery, husband and wife, as Joint Tenants, recorded as Instrument No. 441797, on November 18, 1992, in Book --, Page --, of Official Records of Riverside County, California, covering the following described property situated in the city of Desert Hot Springs County of Riverside, State of California.

SEE EXHIBIT ONE ATTACHED HERETO AND MADE A PART HEREOF

DATED: May 16, 2008

*Susan L. Montgomery*  
 Susan L. Montgomery

State of California  
 County of Riverside

Subscribed and sworn to (or affirmed) before me on this 21<sup>st</sup> day of May, 2008 by Susan L. Montgomery proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Natasha Dahline (Seal)



PRELIMINARY REPORT  
YOUR REFERENCE: MONTGOMERY

Ticor Title Company  
ORDER NO.: 230992-17

**LEGAL DESCRIPTION**

**EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
AND IS DESCRIBED AS FOLLOWS:

LOT 36 OF DOS PALMAS TRACT UNIT 1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP  
RECORDED IN BOOK 21, PAGE(S) 49 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF RIVERSIDE

RIVERSIDE, CALIFORNIA

CERTIFICATE OF DEATH

3208433002307

STATE FILE NUMBER: USE BLACK OR ONLY 7 NO SPACES, WITHOUT OR ALTERATIONS 12-11 REV USE

1. NAME OF DECEDENT - FIRST (Given) LEO 2. MIDDLE PAUL 3. LAST (Family) MONTGOMERY LOCAL REGISTRATION NUMBER

4. DATE OF BIRTH 12/18/1947 5. AGE Yrs 56 6. UNDER 1 YEAR Months 7. UNDER 10 DAYS Hours 8. SEX M

9. BIRTH STATE/COUNTRY TEXAS 10. SOCIAL SECURITY NUMBER 645-90-7252 11. EVER IN U.S. ARMED FORCES YES NO UNK 12. MARITAL STATUS (at time of death) MARRIED 13. DATE OF DEATH 02/17/2004 14. HOUR (24 Hours) 21:54

15. EDUCATION - Highest Level/Type (see worksheet on back) HS GRADUATE 16. WAS DECEDENT SPANISH/SPIÑAN/LATINO? (if yes, see worksheet on back) YES NO 17. DECEDENT'S RACE - Up to 3 races may be listed (see worksheet on back) WHITE

18. USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED FORK LIFT OPERATOR 19. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, real construction, employment agency, etc.) US POSTAL SERVICE 20. YEARS IN OCCUPATION 17

21. USUAL RESIDENCE (Street and number or location) 16590 VIA CORTO WEST 22. CITY DESERT HOT SPRINGS 23. COUNTY/PROVINCE RIVERSIDE 24. ZIP CODE 92240 25. YEARS IN COUNTY 20 26. STATE/FORIGN COUNTRY CALIFORNIA

27. INFORMANT'S NAME, RELATIONSHIP SUSAN MONTGOMERY - DAUGHTER 28. INFORMANT'S MAILING ADDRESS (Street and number or rural route number, city or town, state, ZIP) 16590 VIA CORTO WEST, DESERT HOT SPRINGS, CA 92240

29. NAME OF SURVIVING SPOUSE - FIRST MIDDLE LAST ( maiden name ) SUSAN LYNNE BUSKIRK 30. NAME OF FATHER - FIRST MIDDLE LAST BIRTH STATE RICHARD JOSEPHINE ELDER TEXAS 31. NAME OF MOTHER - FIRST MIDDLE LAST BIRTH STATE HAZEL JOSEPHINE ELDER TEXAS

32. DEPOSITION DATE 03/04/2004 33. PLACE OF FINAL DEPOSITION RES: SUSAN MONTGOMERY, 16590 VIA CORTO WEST, DESERT HOT SPRINGS, CA 92240

34. TYPE OF DEPOSITIONS CR/RES 35. SIGNATURE OF EMBALMER NOT EMBALMED 36. LICENSE NUMBER

37. NAME OF FUNERAL ESTABLISHMENT DESERT HOT SPRINGS MORTUARY 38. LICENSE NUMBER FD 1040 39. SIGNATURE OF LOCAL REGISTRAR Gary Feldman MD 40. DATE 03/04/2004

41. PLACE OF DEATH DESERT REGIONAL MEDICAL CENTER 42. COUNTY RIVERSIDE 43. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number or location) 1150 NORTH INDIAN CANYON DRIVE 44. CITY PALM SPRINGS

45. CAUSE OF DEATH (Final disease or condition resulting in death) 46. IMMEDIATE CAUSE (Final disease or condition resulting in death) 47. CAUSE (Intermediate cause) 48. CAUSE (Immediate or final cause) 49. CAUSE (Intermediate or final cause) 50. CAUSE (Intermediate or final cause)

51. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 45 ATHEROSCLEROTIC CARDIOVASCULAR DISEASE

52. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 45 OR 46? (If yes, list type of operation and date) LEFT NEPHRECTOMY 02/17/2004 53. IF FINAL, PREDECEASED IN LAST YEAR YES NO UNK

54. CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED 55. SIGNATURE AND TITLE OF CERTIFIER Gary Feldman MD 56. LICENSE NUMBER 57. DATE 03/03/2004 58. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE

59. MANNER OF DEATH (Manner of death) 60. PLACE OF INJURY (If applicable) 61. DESCRIBE HOW INJURY OCCURRED (If applicable) 62. LOCATION OF INJURY (Street and number, or location, and city, and ZIP) 63. SIGNATURE OF CORONER/DEPUTY CORONER Warren G. Horton 64. DATE 03/03/2004 65. TYPE NAME, TITLE OF CORONER/DEPUTY CORONER WARREN G HORTON - DEPUTY CORONER

66. STATE REGISTRAR 67. FAX AUTH. # 68. CENSUS TRACT

STATE OF CALIFORNIA COUNTY OF RIVERSIDE } SS

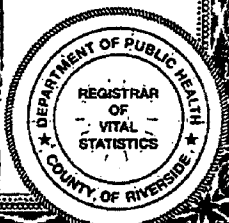
This is a true and exact reproduction of the document officially registered and placed on file in the office of County of Riverside, Department of Health.

Gary Feldman MD, Local Registrar, RIVERSIDE COUNTY, CALIFORNIA

DATE ISSUED 03/08/2004

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar.

CERTIFIED COPY OF VITAL RECORDS

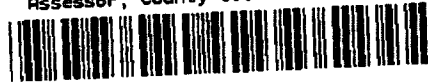


19

LANDSAFE TITLE

RECORDING REQUESTED BY:  
RECONTRUST COMPANY  
AND WHEN RECORDED MAIL DOCUMENT  
AND TAX STATEMENTS TO:  
RECONTRUST COMPANY  
1800 Tapo Canyon Rd., CA6-914-01-94  
SIMI VALLEY, CA 93063

DOC # 2010-0119054  
03/16/2010 08:00A Fee:18.00  
Page 1 of 1  
Recorded in Official Records  
County of Riverside  
Larry U. Ward  
Assessor, County Clerk & Recorder



TS No. 10-0019173

Tag # 10-B-083043

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**CORPORATION ASSIGNMENT OF DEED OF TRUST/MORTGAGE**

FOR VALUE RECEIVED, THE UNDERSIGNED HEREBY GRANTS, ASSIGNS AND TRANSFER TO:

**BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP**

ALL BENEFICIAL INTEREST UNDER THAT CERTAIN DEED OF TRUST DATED 05/21/2008, EXECUTED BY: SUSAN L MONTGOMERY, A WIDOW, TRUSTOR: TO RECONTRUST COMPANY, N.A, TRUSTEE AND RECORDED AS INSTRUMENT NO. 2008-0288045 ON 05/28/2008, OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE OF RIVERSIDE COUNTY, IN THE STATE OF CALIFORNIA.

T  
026

DESCRIBING THE LAND THEREIN: AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST

TOGETHER WITH THE NOTE OR NOTES THEREIN DESCRIBED OR REFERRED TO, THE MONEY DUE AND TO BECOME DUE THEREON WITH INTEREST, AND ALL RIGHTS ACCRUED OR TO ACCRUE UNDER SAID DEED OF TRUST/MORTGAGE.

DATED: Feb. 11, 2010

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

State of: CALIFORNIA  
County of: VENTURA

BY: T. Sevillano  
T. Sevillano, Assistant Secretary

On FEB 28 2010 before me, JANET L. KOCH, notary public, personally appeared TSEVILLANO, 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 Janet L. Koch (Seal)  
JANET L. KOCH

Form assignmt (01/09)

RECORDING REQUESTED BY  
 AND WHEN RECORDED MAIL TO  
 AND MAIL TAX STATEMENTS TO:



Susan L. Montgomery  
 16590 Via Corto West  
 Desert Hot Springs, CA 92240

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A.P.N. 657-112-005-1

SPACE ABOVE TH.

**TRUST TRANSFER DEED**

(Excluded from Reappraisal Under Proposition 13, i.e., Calif. Const. Art. 13A §1 et seq.)



The undersigned Grantor, **Susan L. Montgomery**, declares under penalty of perjury under the laws of the State of California that the following is true and correct:

This conveyance is a Trust Transfer under Section 62 of the California Revenue and Taxation Code. By this Trust Transfer Deed, the Grantor transfers her interest in the property described below to Grantor's revocable inter vivos trust. There is no consideration given for this transfer. Accordingly, there is no documentary transfer tax per California Revenue and Taxation Code Section 11930.

Documentary transfer tax is \$0 NONE.

**GRANTOR:** Susan L. Montgomery, a widow

HEREBY GRANTS TO:

**GRANTEE:** Susan L. Montgomery, as Trustee of the Susan L. Montgomery Living Trust Dated August 18, 2011, and any amendments thereto

The following described real property in the city of Desert Hot Springs, County of Riverside, State of California: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Commonly known as: 16590 Via Corto West, Desert Hot Springs, CA 92240

Dated: August 18, 2011

*Susan L. Montgomery*  
 Susan L. Montgomery

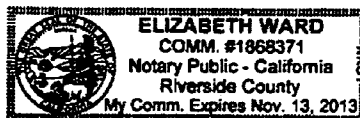
STATE OF CALIFORNIA )  
 COUNTY OF RIVERSIDE )

On August 18, 2011, before me, Elizabeth Ward, a Notary Public, personally appeared Susan L. Montgomery, 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.

*Elizabeth Ward*  
 Signature, Notary Public



**LEGAL DESCRIPTION**

**EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 36 OF DOS PALMAS TRACT UNIT 1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 21, PAGE(S) 49 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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081-125

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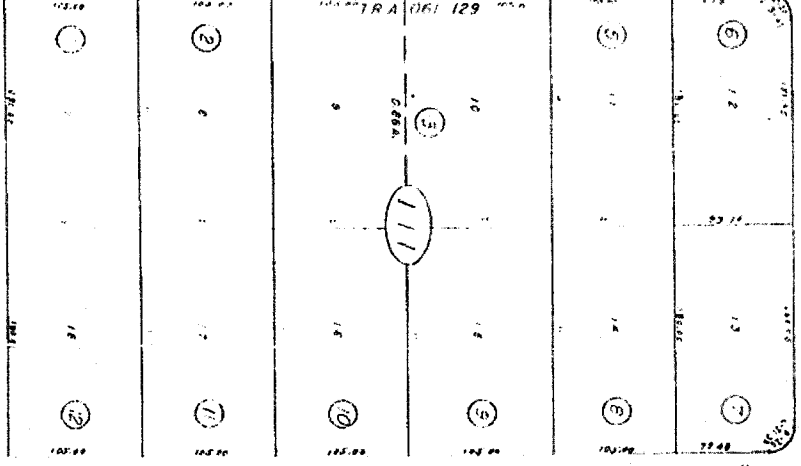
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MB 2149 Dos Palmas Tract

TRA 061 129

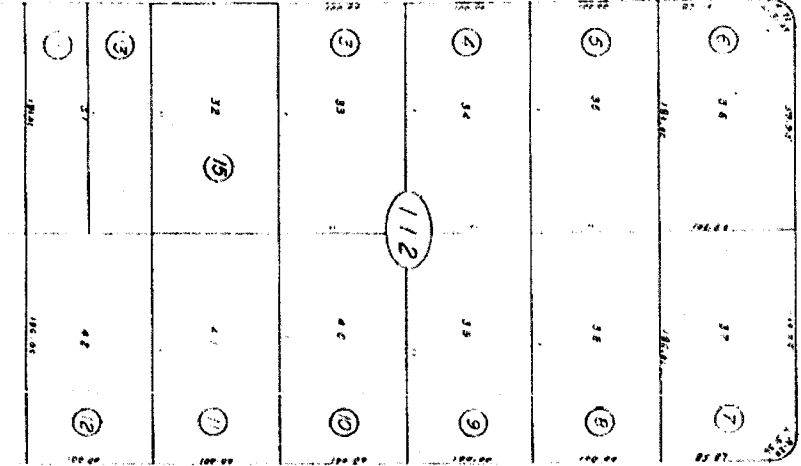
1111



VIA CORTO WEST

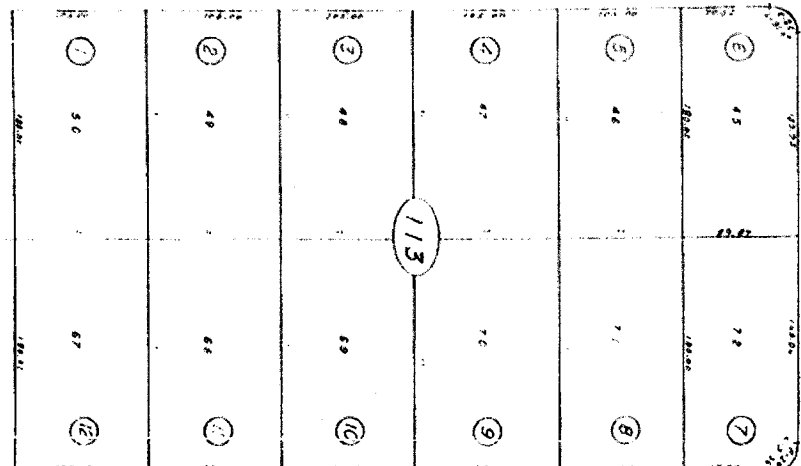
08

112



VIA CORTO EAST

113



AVENIDA DESCANSO

13

DATE: 01/01/53  
BY: H. C. HALL

ASSESSOR'S MAP BY EGT, FIG 1  
RIVERSIDE COUNTY CALIF



When recorded please mail to:  
 Riverside County Code Enforcement Department  
 (District 4 Office)  
 77588 El Duna Ct. Palm Desert, CA 92211  
 Mail Stop No. 4016

DOC # 2015-0037593

01/29/2015 12:08P Fee:NC  
 Page 1 of 1

Recorded in Official Records  
 County of Riverside  
 Peter Aldana  
 Assessor, County Clerk & Recorder



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**NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS**

In the matter of the public nuisance or other code violation(s) on Property of

Susan L Montgomery

Case No.: CV14-02584

C  
802

And DOES I through X. owners

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 14 of Ordinance Number 725 of the County of Riverside, State of California, that administrative proceedings have been commenced with respect to the structure or land located upon the following described real property in the County of Riverside:

ADDRESS: 16590 W Via Corto, Desert Hot Springs, Ca 92240

PARCEL #: 657-112-005

LEGAL DESCRIPTION: Lot 35 MB 021/049 DOS PALMAS TR of Sec 7 T3SR5E

VIOLATIONS: RCO 457; RCC 15.16.020 Substandard Structure, RCO 348; RCC 8.120.010 Accumulated Rubbish

that such proceedings are based upon the noncompliance of such structure or land with the requirements of Ordinances (Riverside County Codes) listed above that every owner of said real property waives his right to hearing on such proceedings unless he makes a proper request in the form and within the time prescribed by the Code cited; and that failure to comply with the lawful orders of the Code Enforcement Director and/or authorized agents of the County of Riverside heretofore and hereafter issued relative to the above matter may result in demolition of the offending structure, abatement of the public nuisance or other available legal remedies and assessment of the costs, expenses, and administrative costs thereof to the property heretofore described as a tax and special assessment lien on such property; that any purchaser, his heirs, or assigns acquiring said property subsequent to the recording of the Notice with the County Recorder shall have such interest subject and subordinate to said tax and assessment lien.

Notice is Further Given in accordance with §17274 and §24436.5 of the California Revenue and Taxation Code, that a tax deduction may not be allowed for interest, taxes, depreciation or amortization paid or incurred in the taxable year affected by these proceedings.

COUNTY OF RIVERSIDE  
 DEPARTMENT OF CODE ENFORCEMENT

Dated: January 27, 2015

By: H. Herrera  
 Hector Herrera, Senior Code Enforcement Officer

**ACKNOWLEDGEMENT**

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.

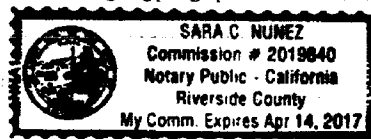
State of California )  
 County of Riverside )

On 1-27-15 before me, Sara C. Nunez, Notary Public, personally appeared Hector Herrera 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

Sara C. Nunez  
 Commission # 2019840 Comm. Expires April 14, 2017



DOC # 2015-0095600

03/10/2015 04:32P Fee:NC

Page 1 of 1

Recorded in Official Records  
County of Riverside

Peter Aldana  
Assessor, County Clerk & Recorder



When recorded return to:  
Mission Springs Water District  
66575 Second St.  
Desert Hot Springs, CA 92240

Office of the Riverside County Clerk/Recorder  
P. O. Box 751  
Riverside, CA 92502-0751

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Record without fee for benefit  
of public agency (G.C. 6103)

Q **M**  
030

**Lien for Unpaid Water and/or Other Charges**  
(California Water Code Section 31701 et seq.)

Notice is give that the undersigned, acting as authorized agent for Mission Springs Water District, hereby records a lien against the following property to satisfy the agreement executed by and between Mission Springs Water District and the property owner named below:

**Property owner:** Susan Montgomery  
**In the amount:** \$206.66  
**APN:** 657-112-005-1  
**Street Address:** 16590 Via Corto W, Desert Hot Springs, CA

Dated February 26, 2015  
at Desert Hot Springs, CA.

Arden Wallum  
General Manager of Mission Springs Water  
District and its Board of Directors

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  
ss.  
County of Riverside

On February 26, 2015, before me, Lisa Marie Pelton, Notary Public, personally appeared --Arden Wallum--who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument 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.

Signature of Notary  
Lisa Marie Pelton  
Commission # 2028927  
Commission Expiration Jun 14, 2017



*TLCD Title Co Inc*

Recording Requested By:  
L. SPIRO

DOC # 2008-0288045  
05/28/2008 08:00A Fee:53.00  
Page 1 of 15

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



After Recording Return To:  
COUNTRYWIDE BANK, FSB

MS SV-79 DOCUMENT PROCESSING  
P.O.Box 10423  
Van Nuys, CA 91410-0423  
Prepared By:  
MELANIE POWERS

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*657-112-005-1*

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MONTGOMERY  
[Escrow/Closing #]

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### DEED OF TRUST

MIN 1001337-0003100277-0

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#### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated MAY 21, 2008, together with all Riders to this document.
- (B) "Borrower" is  
SUSAN L MONTGOMERY, A WIDOW

Borrower's address is  
16590 VIA CORTO W, DESERT HOT SPRINGS, CA 92240-7238  
Borrower is the trustor under this Security Instrument.

CA I FORNIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

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MERS Deed of Trust-CA  
1006A-CA (02/08)(d/i)

Page 1 of 12

Form 3005 1/01



(C) "Lender" is  
COUNTRYWIDE BANK, FSB  
Lender is a FED SVGS BANK  
organized and existing under the laws of THE UNITED STATES  
Lender's address is  
1199 North Fairfax St. Ste.500, Alexandria, VA 22314

(D) "Trustee" is  
ReconTrust Company, N.A  
225 West Hillcrest Dr., MSN TO-02, Thousand Oaks, CA 91360

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated MAY 21, 2008 . The Note states that Borrower owes Lender SEVENTY FOUR THOUSAND NINE HUNDRED NINETY FIVE and 00/100

Dollars (U.S. \$ 74,995.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JUNE 01, 2038

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider   |
| <input type="checkbox"/> VA Rider              | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [specify] |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

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**TRANSFER OF RIGHTS IN THE PROPERTY**

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of RIVERSIDE :  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

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

Parcel ID Number: 6571120051

which currently has the address of

16590 VIA CORTO W, DESERT HOT SPRINGS  
[Street/City]

California 92240-7238 ("Property Address");  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:**

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim

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which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property Insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower. Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim,

then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise. Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and



retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice

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in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time

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period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**23. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security

Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

24. **Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

25. **Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to the Borrower at the address set forth above. A copy of any Notice of Default and any Notice of Sale will be sent only to the address contained in this recorded request. If the Borrower's address changes, a new request must be recorded.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

*Susan L. Montgomery* \_\_\_\_\_ (Seal)  
SUSAN L. MONTGOMERY -Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

Prepared by: MELANIE POWERS

COUNTRYWIDE BANK, FSB

DATE: 05/21/2008  
CASE #:  
DOC ID #: 192579659  
BORROWER: SUSAN L. MONTGOMERY  
PROPERTY ADDRESS: 16590 VIA CORTO W  
DESERT HOT SPRINGS, CA 92240-7238

Office #: 0000729  
2595 W. CHANDLER BLVD  
CHANDLER, AZ 85224  
Phone: (866)628-4995  
Office Fax No.: (480)855-2495

**LEGAL DESCRIPTION EXHIBIT A**

FHA/VA/CONV  
• Legal Description Exhibit A  
1C404-XX (04/03)(d)



*SLM*

Prepared by: MELANIE POWERS

COUNTRYWIDE BANK, FSB

DATE: 05/21/2008  
CASE #:  
DOC ID #: 00019257965905008  
BORROWER: SUSAN L. MONTGOMERY  
PROPERTY ADDRESS: 16590 VIA CORTO W  
DESERT HOT SPRINGS, CA 92240-7238

Office #: 0000729  
2595 W. CHANDLER BLVD  
CHANDLER, AZ 85224  
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Office Fax No.: (480)855-2495

**LEGAL DESCRIPTION EXHIBIT A**

FHA/VA/CONV  
• Legal Description Exhibit A  
1C404-XX (04/03)(d)



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PRELIMINARY REPORT  
YOUR REFERENCE: MONTGOMERY

Ticor Title Company  
ORDER NO.: 230992-17

**LEGAL DESCRIPTION**

**EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
AND IS DESCRIBED AS FOLLOWS:

LOT 36 OF DOS PALMAS TRACT UNIT 1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP  
RECORDED IN BOOK 21, PAGE(S) 49 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



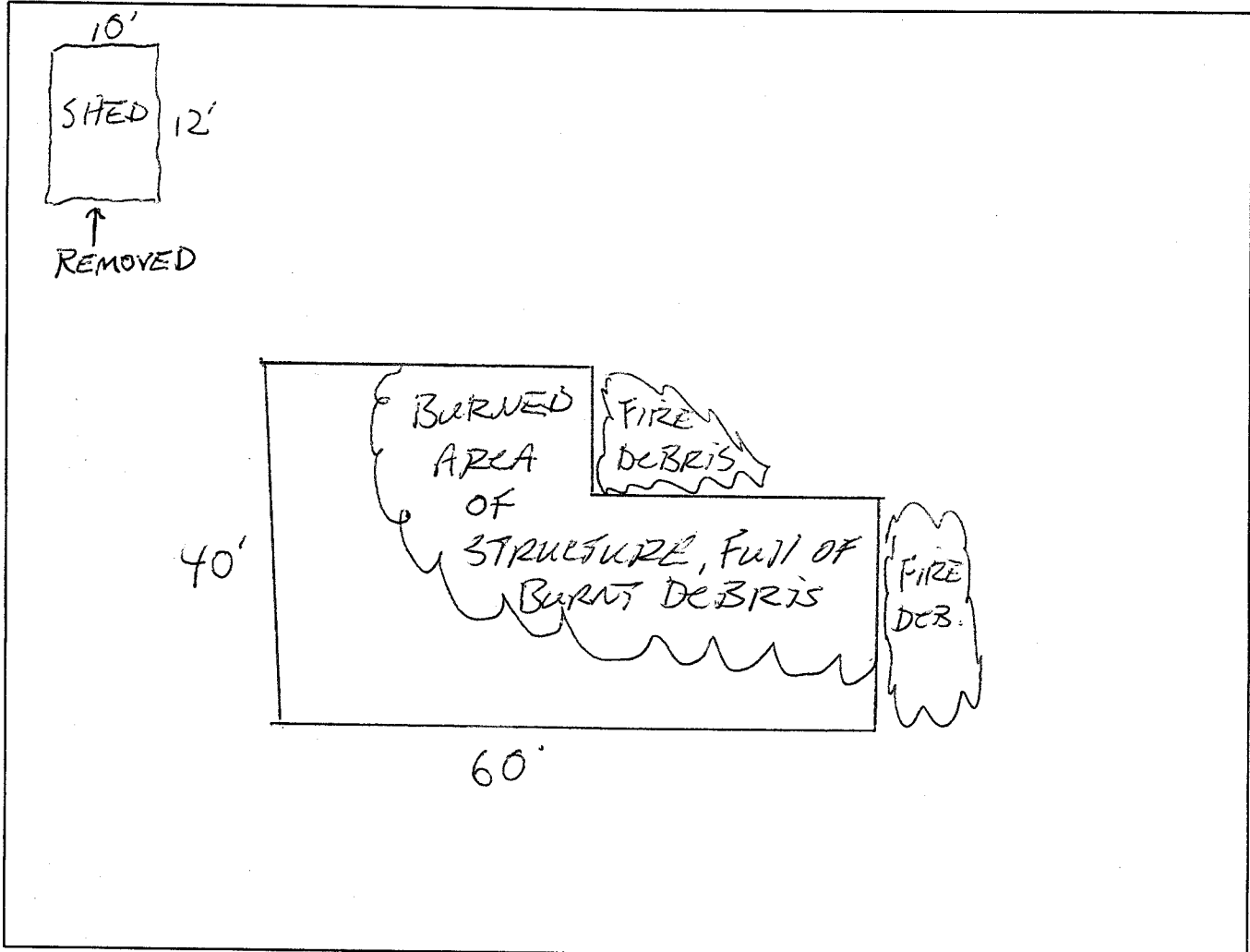
# **EXHIBIT “D”**

### SITE PLAN: Case # CV-1402584

OWNER(S): SUSAN L MONTGOMERY  
SITE ADDRESS: 16590 W VIA CORTO, DSRT HOT SPG  
ASSESSOR'S PARCEL: 657-112-005  
ACREAGE: 0.41

NORTH ARROW: ←

REAR PROPERTY LINE



FRONT PROPERTY LINE: 16590 W VIA CORTO, DSRT HOT SPG

PREPARED BY: RUSTY HAWMAN DATE: 7-3-14

*Photographs*



Burned SST and AR observed. 1 of 11.



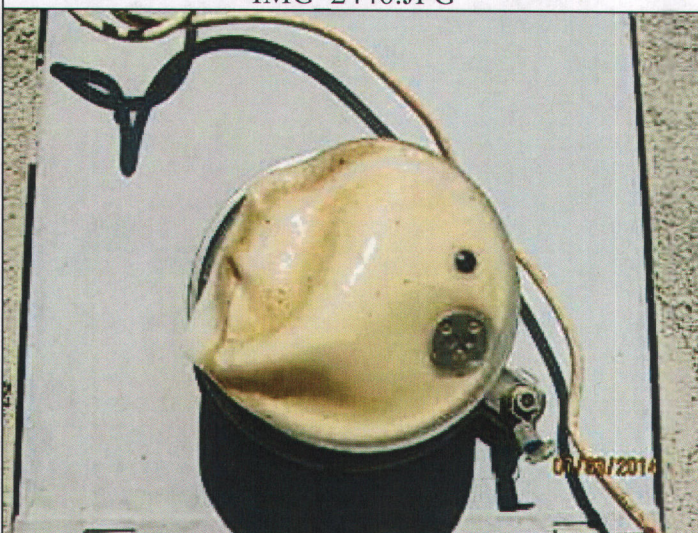
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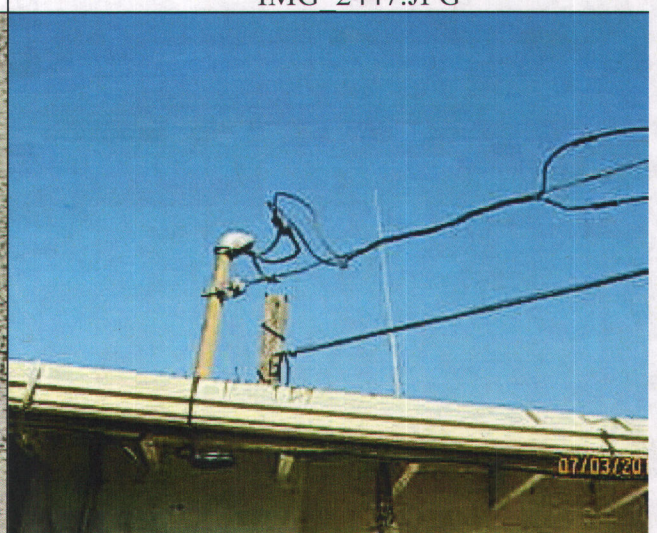
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IMG\_2450.JPG



IMG\_2451.JPG



IMG 2452.JPG



IMG 2453.JPG



Structure remains unchanged. 1 of 2.



2 of 2. RHannah



No changes, 1 of 1. RHannah



No changes. 1 of 3.



IMG\_4263.JPG



3 of 3. RHannah



SST/ AR remain. 1 of 7.



IMG\_4743.JPG



IMG\_4744.JPG



IMG\_4747.JPG



7 of 7. RHannah



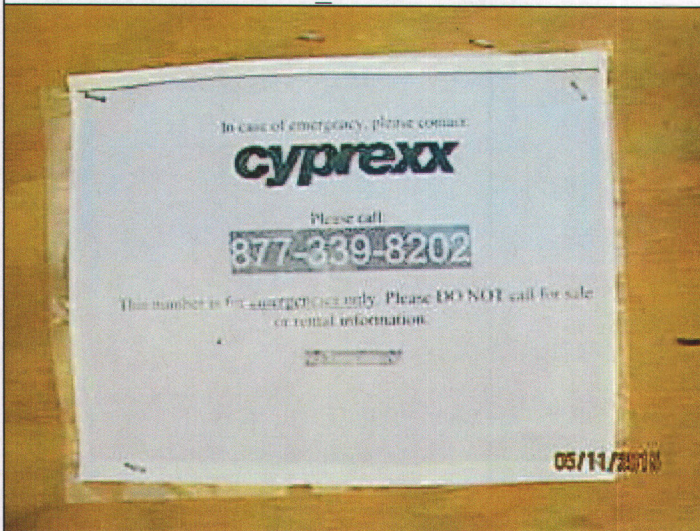
Structure now boarded up and cleaner. 1 of 8.



IMG\_5236.JPG



IMG\_5237.JPG



IMG\_5238.JPG



IMG\_5240.JPG



IMG\_5241.JPG



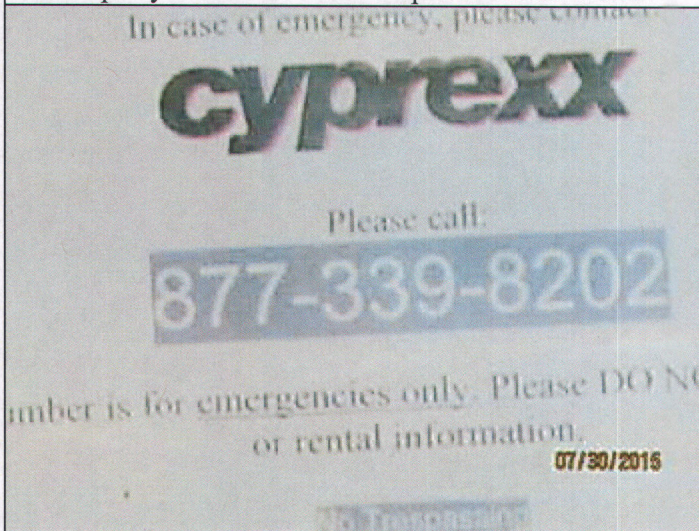
8 of 8. RHannah



Property remains boarded up and clean. 1 of 3.



IMG\_6141.JPG



3 of 3. RHannah



Property remains boarded up and clean. 1 of 2



No changes, structure remains boarded up. 1 of 3.



IMG 7573.JPG



Structure remains substandard, burnt, boarded up and free of trash. 1 of 8.



IMG 8555.JPG



IMG 8556.JPG

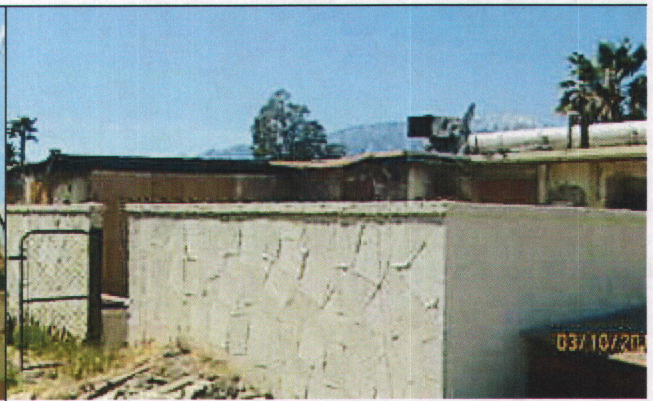


IMG 8558.JPG





IMG 8559.JPG



IMG 8560.JPG



8 of 8. RHannah



Structure remains substandard, burnt & boarded u  
of 6.



IMG 9053.JPG



IMG 9054.JPG



IMG 9055.JPG



IMG 9056.JPG



6 of 6. RHannah