

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



FD#
2132

FROM: TLMA Code Enforcement

SUBMITTAL DATE:
August 25, 2016

SUBJECT: Abatement of Public Nuisance [Excess Outside Storage]
CV14-00733 [MEDINA] Subject Property: 29375 Blanik Avenue, Nuevo; APN: 309-170-070
District: 5 [\$0]

Case No:

RECOMMENDED MOTION: That the Board of Supervisors:

1. The excess outside storage of materials on the real property located at 29375 Blanik Avenue, Nuevo, Riverside County, California, APN: 309-170-070 be declared a public nuisance and a violation of Riverside County Ordinance No. 348.
2. Ramon C. Medina and Guillermina Medina, the owners of the subject real property, be directed to abate the excess outside storage of materials in excess of two hundred (200) square feet and in excess of three (3) feet high on the property by removing the same from the real property within ninety (90) days.
3. If the owners or whoever has possession of the real property do not take the above described action 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 excess outside storage by removing and disposing of the same from the real property.
4. 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.
5. County Counsel be directed to prepare the necessary Findings of Fact, Conclusions and Order to Abate Nuisance for approval by the Board that the excess outside storage of materials on the real property is declared to be in violation of Riverside County Ordinance No. 348 and a public nuisance.

MINUTES OF THE BOARD OF SUPERVISORS



Page 2

BACKGROUND:

Summary

1. An initial inspection was made on the subject property by Code Enforcement Officer Lane Padilla on June 17, 2014. The inspection revealed the excess outside storage of materials on the subject property in violation of Riverside County Ordinance No. 348. The excess outside storage consisted of, but not limited to: scrap wood, scrap metal, construction materials and machinery, of about 1,000 square feet

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
SOURCE OF FUNDS: N/A			Budget Adjustment: N/A	
			For Fiscal Year: N/A	

C.E.O. RECOMMENDATION:

BACKGROUND:

Summary (continued)

2. There have been approximately five (5) follow up inspections, with the last inspection occurring on July 27, 2016. The property continues to be in violation of Riverside County Ordinance No. 348.

3. 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 the removal of excess outside storage.

Impact on Residents and Businesses

N/A

SUPPLEMENTAL

N/A

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 14-00733
[EXCESS OUTSIDE STORAGE]; APN: 309-170-)
070, 29375 BLANIK AVENUE, NUEVO, COUNTY) DECLARATION OF CODE
OF RIVERSIDE, STATE OF CALIFORNIA;) ENFORCEMENT OFFICER
RAMON C. MEDINA AND GUILLERMINA) WAYNE DURANT
MEDINA, OWNERS.)
_____) [RCO Nos. 348 & 725]

I, Wayne Durant, 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 property for violations and enforcement of the provisions of Riverside County Ordinances.

2. I am informed and believe and thereon allege that on June 17, 2014, Officer Lane Padilla conducted an inspection of the real property described as 29375 Blanik Avenue, Nuevo, Riverside County, California, and further described as Assessor's Parcel Number 309-170-070 (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 Ramon C. Medina and Guillermina Medina (hereinafter referred to as "OWNERS"). 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." THE PROPERTY is approximately 4.79 acres in size and is located within the R-A (Residential Agricultural) zone classification. The zone allows for outside storage of materials on improved parcels of one acre or more provided the amount is limited to two hundred (200) square feet with a maximum height of three (3) feet.

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FORM APPROVED COUNTY COUNSEL
BY: *Sobhiah Choi* 8/22/2016
DATE
SOBHAH. CHOI

1 4. Based on the Lot Book Report from RZ Title Service dated January 29, 2015 and updated
2 on October 28, 2015 and April 7, 2016, it is determined that other parties may potentially hold a legal
3 interest in THE PROPERTY, to wit: Mortgage Electronic Registration Systems, Inc., acting as a nominee
4 for Just Mortgage, Inc., and Internal Revenue Service (hereinafter referred to as "INTERESTED
5 PARTIES"). True and correct copies of the Lot Book Reports are attached hereto and incorporated
6 herein by reference as Exhibit "C."

7 5. I am informed and believe and thereon allege that on June 17, 2014, Officer Lane Padilla
8 drove to THE PROPERTY to conduct an inspection. From the road right of way, Office Padilla observed
9 excess outside storage of materials on THE PROPERTY consisting of, but not limited to; scrap wood,
10 scrap metal, construction materials and machinery, of about 1,000 square feet. This condition causes
11 THE PROPERTY to constitute a public nuisance in violation of the provisions set forth in Riverside
12 County Ordinance ("RCO") No 348.

13 6. On June 17, 2014, a Notice of Violation was posted on THE PROPERTY.

14 7. On July 2, 2014, a Notice of Violation was mailed to OWNERS by first class mail.

15 8. On March 11, 2015, a Notice of Violation was mailed to OWNERS and INTERESTED
16 PARTY Internal Revenue Service, and Just Mortgage, Inc. by certified mail, return receipt requested.

17 9. On May 17, 2016, a Notice of Violation was mailed to INTERESTED PARTY Mortgage
18 Electronic Registration Systems, Inc. by certified mail, return receipt requested.

19 10. True and correct copies of each Notice issued in this matter and other supporting
20 documentation are attached hereto and incorporated herein by reference as Exhibit "D."

21 11. A site plan and photographs depicting the conditions of THE PROPERTY are attached
22 hereto and incorporated herein by reference as Exhibit "E."

23 12. There have been approximately five (5) subsequent follow up inspections, with the last
24 inspection occurring on July 27, 2016. Each inspection revealed the excess outside storage of materials
25 remained on THE PROPERTY in violation of RCO No. 348.

26 13. Based upon my experience, knowledge and visual observations, it is my determination
27 that the conditions on THE PROPERTY are dangerous to the neighboring property owners and general
28 public.

1 14. Furthermore, a recent inspection showed THE PROPERTY remained in violation on RCO
2 No. 348.

3 15. A Notice of Pendency of Administrative Proceedings was recorded in the Office of the
4 County Recorder, County of Riverside, State of California, on October 23, 2015, as Instrument Number
5 2015-0465956. A true and correct copy of the Notice of Pendency of Administrative Proceedings is
6 attached hereto and incorporated herein by reference as Exhibit "F."

7 16. A "Notice to Correct County Ordinance Violations and Abate Public Nuisance" providing
8 notification of the Board of Supervisors' hearing as required by RCO No. 725 was mailed to OWNERS
9 and INTERESTED PARTIES by first class mail and was posted on THE PROPERTY. True and correct
10 copies of the Notice, together with Proof of Service and the Affidavit of Posting of Notice are attached
11 hereto and incorporated herein as Exhibit "G."

12 17. The removal of outside storage of materials currently on THE PROPERTY in excess of
13 200 square feet and in excess of three (3) feet high is required to bring THE PROPERTY into compliance
14 with RCO No. 348, and the Health and Safety Code.

15 18. Accordingly, the following findings and conclusions are recommended:

16 (a) the excess outside storage of materials on THE PROPERTY be deemed and
17 declared a public nuisance;

18 (b) the OWNERS, or whoever has possession or control of THE PROPERTY be
19 required to remove all outside storage of materials in excess of 200 square feet and in excess of three
20 (3) feet high in strict accordance with the provisions of RCO No. 348.

21 (c) if the materials are not removed and disposed of in strict accordance with all
22 Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 348, within
23 ninety (90) days after posting and mailing of the Board's Order and Findings, the excess outside storage
24 of materials may be abated and disposed of by representatives of the Riverside County Code
25 Enforcement Department, a contractor, or the Sheriff's Department upon receipt of an owner's consent or
26 a Court Order, where necessary under applicable law.

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(d) that reasonable costs of abatement, after notice and opportunity for hearing, shall be imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE PROPERTY pursuant to Government Code Section 25845 and RCO Nos. 348 and 725.

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

Executed this 18th day of AUGUST, 2016, at SAN JACINTO, California.



WAYNE DURANT
Code Enforcement Officer
Code Enforcement Department

EXHIBIT “A”

CV14-00733

29375 Blanik Ave., Nuevo



Legend

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

Notes
APN 309-170-070
TG Page 808, Grid G-3

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.



REPORT PRINTED ON... 3/28/2016 11:36:30 AM

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EXHIBIT “B”

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

Assessment #309170070-5		Parcel # 309170070-5	
Assessee:	MEDINA RAMON C	Land	79,000
Assessee:	MEDINA GUILLERMINA	Structure	353,000
Mail Address:	P O BOX 3192	Full Value	432,000
City, State Zip:	RIVERSIDE CA 92519	Homeowners' Exemption	7,000
Real Property Use Code:	R1	Total Net	425,000
Base Year	2009		
Conveyance Number:	0739915		
Conveyance (mm/yy):	7/2008		
PUI:	R010012		
TRA:	89-038		
Taxability Code:	0-00		
ID Data:	Lot 4 PM 075/076 PM 13554		
Situs Address:	29375 BLANIK AVE NUEVO CA 92567		

[View Parcel Map](#)





Riverside County Parcel Report
APN 309-170-070
[Disclaimer](#)

Report Date: Tuesday, July 26, 2016



APN	309-170-070-5	Supervisorial District 2011 Supervisorial District 2001	MARION ASHLEY, DISTRICT 5 MARION ASHLEY, DISTRICT 5
Previous APN	309170045	Township/Range	T4SR3W SEC 36
Owner Name	RAMON C MEDINA GUILLERMINA MEDINA	Elevation Range	1,588 - 1,612
Address	29375 BLANIK AVE NUEVO, CA 92567	Thomas Bros. Map Page/Grid	PAGE: 808 GRID: G3
Mailing Address	P O BOX 3192 RIVERSIDE CA, CA 92519	Indian Tribal Land	Not in Tribal Land
Legal Description	Recorded Book/Page: PM 75/76 Subdivision Name: PM 13554 Lot/Parcel: 4 Block: Not Available	City Boundary/Sphere	Not within a City Boundary Not within a City Sphere Annexation Date: Not Applicable No LAFCO Case # Available Proposals: Not Applicable

	Tract Number: Not Available		
Lot Size	Recorded lot size is 4.79 acres	March Joint Powers Authority	NOT WITHIN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY
Property Characteristics	Constructed: 1989 Baths: 3.00 Bedrooms: 4 Central Cool: Y Central Heat: Y Const. Type: WOOD FRAME Garage Type: A Prop Area: 3155 SqFt Roof Type: TILE Stories: 1	County Service Area	In or partially within LAKEVIEW/NUEVO/ROMOLAND/HOMELAND #146 - Library Street Lighting

Specific Plans	Not within a Specific Plan	Historic Preservation Districts	Not in an Historic Preservation District
Land Use Designations	RC-VLDR	Agricultural Preserve	Not in an agricultural preserve
General Plan Policy Overlays	Not in a General Plan Policy Overlay Area	Redevelopment Areas	Not in a Redevelopment Area
Area Plan (RCIP)	Lakeview / Nuevo	Airport Influence Areas	MARCH AIR RESERVE BASE
General Plan Policy Areas	None	Airport Compatibility Zones	MARCH AIR RESERVE BASE, zone E
<u>Zoning Classifications (ORD. 348)</u>	Zoning: R-A-1 CZNumber: 5696	Zoning Districts and Zoning Areas	NUEVO, AREA
<u>Zoning Overlays</u>	Not in a Zoning Overlay	Community Advisory Councils	NUVIEW/ROMOLAND (MAC)
<u>CVMSHCP (Coachella Valley Multi-Species Habitat Conservation Plan) Plan Area</u>	NOT WITHIN THE COACHELLA VALLEY MSHCP FEE AREA MSHCP Plan Area	WRMSHCP (Western Riverside County Multi-Species Habitat Conservation Plan) Cell Group	Not in a Cell Group
CVMSHCP	Not in a	WRMSHCP Cell	None

(Coachella Valley Multi-Species Habitat Conservation Plan) Conservation Area	Conservation Area	Number	
CVMSHCP Fluvial Sand Transport Special Provision Areas	Not in a Fluvial Sand Transport Special Provision Area	HANS/ERP (Habitat Acquisition and Negotiation Strategy/Expedited Review Process)	None
<u>WRMSHCP (Western Riverside County Multi-Species Habitat Conservation Plan) Plan Area</u>	None	Vegetation (2005)	Developed or Disturbed Land
Fire Hazard Classification (Ord. 787)	VERY HIGH	Fire Responsibility Area	SRA
<u>CVMSHCP (Coachella Valley Multi-Species Habitat Conservation Plan) Fee Area (Ord 875)</u>	NOT WITHIN THE COACHELLA VALLEY MSHCP FEE AREA MSHCP Fee Area	RBBD (Road & Bridge Benefit District)	Not in a District
WRMSHCP (Western Riverside County Multi-Species Habitat Conservation Plan) Fee Area (Ord. 810)	IN OR PARTIALLY WITHIN THE WESTERN RIVERSIDE MSHCP FEE AREA. SEE MAP FOR MORE INFORMATION	<u>DIF (Development Impact Fee Area Ord. 659)</u>	LAKEVIEW/NUEVO
Western TUMF (Transportation Uniform Mitigation Fee Ord. 824)	IN OR PARTIALLY WITHIN A TUMF FEE AREA. SEE MAP FOR MORE INFORMATION. CENTRAL	SKR Fee Area (Stephen's Kagaroo Rat Ord. 663.10)	In or partially within an SKR Fee Area
Eastern TUMF (Transportation Uniform Mitigation Fee Ord. 673)	NOT WITHIN THE EASTERN TUMF FEE AREA	DA (Development Agreements)	Not in a Development Agreement Area
Circulation Element Ultimate Right-of-Way	Not in a Circulation Element Right-of-Way	Road Book Page	99C
		Transportation Agreements	Not in a Transportation Agreement

		CETAP (Community and Environmental Transportation Acceptability Process) Corridors	Not in a CETAP Corridor
Flood Plan Review	Outside floodplain, review not required	Watershed	SAN JACINTO VALLEY
Water District	EMWD	California Water Board	None
Flood Control District	RIVERSIDE COUNTY FLOOD CONTROL DISTRICT		
Fault Zone	Not in a Fault Zone	Paleontological Sensitivity	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.
Faults	Not within a 1/2 mile of a Fault		
Liquefaction Potential	No potential for Liquefaction exists		
Subsidence	Not in Subsidence Area		
School District	ROMOLAND & PERRIS UNION HIGH	Tax Rate Areas	089038 CO FREE LIBRARY CO STRUCTURE FIRE PROTECTION CO WASTE RESOURCE MGMT DIST CSA 146 CSA 152 EMWD EMWD IMP DIST 13 EMWD IMP DIST A FLOOD CONTROL ADMIN FLOOD CONTROL ZN 4 GENERAL GENERAL PURPOSE MT SAN JACINTO JR COLLEGE MWD EAST 1301999 PERRIS AREA ELEM SCHOOL FUND PERRIS JR HIGH AREA FUND
Communities	Romoland		
Lighting (Ord. 655)	Zone B, 33.53 Miles From Mt. Palomar Observatory		
2010 Census Tract	042719 042720		

Farmland	OTHER LANDS	PERRIS UNION HS PERRIS VALLEY CEMETERY RIV CO REGIONAL PARK & OPEN SP RIVERSIDE CO OFC OF EDUCATION ROMOLAND SCHOOL SAN JACINTO BASIN RESOURCE CONS SO. CALIF, JT (19,30,33,36,37,56) VALLEY HEALTH SYSTEM HOSP DIST
Special Notes	No Special Notes	

Building Permits

Case #	Description	Status
096358	MH SITE PREP	FINALED
096444	MH INSTALLATION	FINALED
097584	M/H SITE PREP	FINALED
162144	SOLID PATIO COVER 30X66	FINALED
187370	DWELL 3155/ATT GAR 1008	FINALED
381132	PRIVATE GARAGE - ATTACHED	FINALED
BAR100304	CWP ATTACHED GUEST SUITE	EXPIRED
BAR130024	CWP ATTACHED GUEST SUITE EXP BAR100304	FINAL
BEL080123	RELOCATE SVC PANEL TO GUEST HOUSE/UPGRADE TO 400A	EXPIRED
BEL130217	METER RESET ON PEDESTAL FOR MH	FINAL
BMR990512	PERMANENT FOUNDATION TO EXISTING MOBILEHOME	FINAL
BNR120132	Not Available	VOID
BRS072160	GUEST HOUSE 2371 SF W/ ATT GARAGE 720 SF	FINAL
BRS120613	CONVERT GUEST DWLG TO SINGLE FAMILY DWLG	FINAL

Environmental Health Permits

Case #	Description	Status
EHS073222	PLAN REVIEW	APPLIED
EHS073223	PLAN REVIEW	APPLIED
EHS080316	PLAN REVIEW	APPLIED
EHS110563	SEPTIC VERIFICATION	APPLIED

Planning Cases

Case #	Description	Status
CFG05352	CALIFORNIA FOR EA42003	PAID
EA42003	EA FOR PM35934	APPROVED

MT120856	PM35934 LOT 2	PAID
MT130258	PM 35934 LT 2 / BRS012613	PAID
MT130259	PM 35934 LT 2 / BRS120613	PAID
MT130260	PM 35934 LT 2 / BRS120613	PAID
PM35934	SCH "H" DIVISON OF 5 AC. INTO TWO 2.5 AC. PARCELS	APPROVED
PP16313	CLASS 1 KENNEL (5-10 DOGS)	APPROVED

Code Cases

Case #	Description	Status
CV1400733	NEIGHBORHOOD ENFORCEMENT	OPEN
CV1400735	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 ENFORCEMENT

4080 Lemon Street

Riverside

CA 92501

Attn: Brent Steele

Reference: CV14-00733 / Regina Keyes-#34240

IN RE: MEDINA, RAMON C.

Order Number: **35390**

Order Date: 4/18/2016

Dated as of: 4/7/2016

County Name: Riverside

FEE(s):

Report: \$62.40

Property Address: 29375 Blanik Ave.

Nuevo

CA 92567

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. : 309-170-070-5

Assessments:	Land Value:	\$79,000.00
	Improvement Value:	\$353,000.00
	Exemption Value:	\$7,000.00
	Total Value:	\$425,000.00

Property Taxes for the Fiscal Year	2015-2016
First Installment	\$2,340.05
Penalty	\$234.00
Status	PAID (PAID THRU 01/31/2016)
Second Installment	\$2,340.05
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2016)

NO OTHER EXCEPTIONS



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

Updated Lot Book

Customer:
 RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT

Order Number: **34240**

4080 Lemon Street
 Riverside CA 92501

Order Date: 10/12/2015
 Dated as of: 10/28/2015

Attn: Brent Steele
 Reference: CV14-00733/Dean Deines - 33012
 IN RE: MEDINA, RAMON C.

County Name: Riverside

FEE(s):
 Report: \$62.40

Property Address: 29375 Blanik Ave.
 Nuevo CA 92567

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.

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Assessments:	Land Value:	\$79,000.00
	Improvement Value:	\$353,000.00
	Exemption Value:	\$7,000.00
	Total Value:	\$425,000.00

Property Taxes for the Fiscal Year	2015-2016
First Installment	\$2,340.05
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 12/10/2015)
Second Installment	\$2,340.05
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2016)

A Notice of Administrative Proceedings by the
 City of San Jacinto
 County of Riverside
 Recorded 02/25/2015



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

Order Number: 34240
Reference: CV14-00733/Dea

Document No.	2015-0074857
A Release Recorded:	06/08/2015
Document No.	2015-0239832
of a Lien Recorded	03/19/2008
Document No.	2008-0133627
A Release Recorded:	06/08/2015
Document No.	2015-0239833
of a Lien Recorded	06/25/2009
Document No.	2009-0325148
A Release Recorded:	06/08/2015
Document No.	2015-0239896
of a Lien Recorded	03/03/2008
Document No.	2008-0102737
A Notice of Administrative Proceedings by the City of County of Recorded Document No.	San Jacinto Riverside 10/23/2015 2015-0465956

NO OTHER EXCEPTIONS

RECORDING REQUESTED BY:
County of Riverside
Code Enforcement Department

AND WHEN RECORDED MAIL TO:
County of Riverside
Code Enforcement Department
581 South Grand Avenue
San Jacinto, California, 92582
Mail Stop #5002

DOC # 2015-0074857

02/25/2015 01:37P Fee:NC

Page 1 of 2

Recorded in Official Records

County of Riverside

Peter Aldana

Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			2						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
NCHG					T:	CTY	UNI	026	

NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS

In the matter of the public or other code violation(s) on the property of:
RAMON C MEDINA / GUILLERMINA MEDINA)
and DOES I through X, Owners)

Case #: CV-1400735

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: 29375 BLANIK AVE, NUEVO CA, 92567
PARCEL #: 309-170-070
LEGAL DESCRIPTION: 4.79 acres in LOT 4 of PM 13554, recorded in PM 75 page 76



VIOLATION(S): Riverside County Code (Ordinance) 17.12.040 (Ord. 348) that such proceedings are based upon the noncompliance of such structure or land with the requirements of Riverside County Codes (Ordinances) listed above; 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 Sections 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 CODE ENFORCEMENT DEPARTMENT

By:
Brian Black, Code Enforcement Department

ACKNOWLEDGEMENT

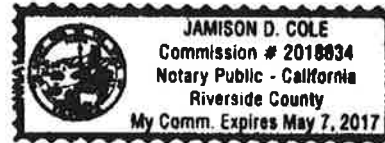
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

On 2/6/15 before me, Jamison Cole, Notary Public, personally appeared Brian Black who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he she they executed the same in his her their authorized capacity(ies), and that by his her their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature: Jamison D. Cole (Seal)

RECORDING REQUESTED BY:
County of Riverside
Code Enforcement Department

AND WHEN RECORDED MAIL TO:
County of Riverside
Code Enforcement Department
4080 Lemon Street, 12th Floor
Riverside, California 92501
Mail Stop #1012

2015-0239832

06/08/2015 01:11 PM Fee: \$ 23.00

Page 1 of 1

Recorded in Official Records
County of Riverside
Peter Aldana

Assessor-County Clerk-Recorder



(space for recorder's use)

Exemption from recording fee requested Government Code Section 6103

880

RELEASE OF NOTICE OF NONCOMPLIANCE

NOTICE IS HEREBY GIVEN THAT THE PROPERTY DESCRIBED AS:

PARCEL #: 309-170-070
OWNER OF RECORD: FAUSTINO HERNANDEZ / AURELIO CRUZ
SITUS ADDRESS: 29375 BLANIK AVENUE, NUEVO, CA
LEGAL DESCRIPTION: 4.79 ACRES M/L IN PAR 4 PM 075/076 PM 13554
CASE NUMBER: CV06-6417
INSTRUMENT NUMBER: 2008-0133627

The NOTICE OF NONCOMPLIANCE recorded against the above-mentioned property is hereby fully released by the County of Riverside.

COUNTY OF RIVERSIDE
CODE ENFORCEMENT DEPARTMENT

By: Valerie Lam
Valerie Lam, Code Enforcement Department

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 5-1-15 before me, Angela Sarmiento, Notary Public, personally appeared Valerie Lam who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: Angela Sarmiento (Seal)



RECORDING REQUESTED BY:
County of Riverside
Code Enforcement Department

AND WHEN RECORDED MAIL TO:
County of Riverside
Code Enforcement Department
4080 Lemon Street, 12th Floor
Riverside, California 92501
Mail Stop #1012

2015-0239833

06/08/2015 01:11 PM Fee: \$ 23.00

Page 1 of 1

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



(space for recorder's use)

Exemption from Recording Fee Requested - Pursuant to Government Code Section 6103

RELEASE OF NOTICE OF NONCOMPLIANCE

88

NOTICE IS HEREBY GIVEN THAT THE PROPERTY DESCRIBED AS:

PARCEL #: 309-170-070
OWNER OF RECORD: HSBC BANK USA NATIONAL TRUST 2006-B TR
SITUS ADDRESS: 29375 BLANK AVENUE, NUEVO, CA
LEGAL DESCRIPTION: 4.79 ACRES M/L IN PAR 4 PM 075/076 PM 13554
CASE NUMBER: CV06-6417
INSTRUMENT NUMBER: 2009-0325148

The NOTICE OF NONCOMPLIANCE recorded against the above-mentioned property is hereby fully released by the County of Riverside.

COUNTY OF RIVERSIDE
CODE ENFORCEMENT DEPARTMENT

By: Valerie Lam
Valerie Lam, Code Enforcement Department

ACKNOWLEDGEMENT

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State of California)
County of Riverside)

On 5-1-15 before me, Angela Sarmiento, Notary Public, personally appeared Valerie Lam who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Angela Sarmiento (Seal)



RECORDING REQUESTED BY:
County of Riverside
Code Enforcement Department

AND WHEN RECORDED MAIL TO:
County of Riverside
Code Enforcement Department
4080 Lemon Street, 12th Floor
Riverside, California 92501
Mail Stop #1012

2015-0239896

06/08/2015 01:16 PM Fee: \$ 23.00

Page 1 of 1

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



...ce for recorder's use)

Exemption from Recording Fee Requested - Pursuant to Government Code Section 6103

RELEASE OF NOTICE OF NONCOMPLIANCE

880

NOTICE IS HEREBY GIVEN THAT THE PROPERTY DESCRIBED AS:

PARCEL #: 309-170-070
OWNER OF RECORD: FAUSTINO HERNANDEZ / AURELIO CRUZ
SITUS ADDRESS: 29375 BLANIK AVENUE, NUEVO, CA
LEGAL DESCRIPTION: 4.79 ACRES M/L IN PAR 4 PM 075/076 PM 13554
CASE NUMBER: CV06-6417
INSTRUMENT NUMBER: 2008-0102737

The NOTICE OF NONCOMPLIANCE recorded against the above-mentioned property is hereby fully released by the County of Riverside.

COUNTY OF RIVERSIDE
CODE ENFORCEMENT DEPARTMENT

By: Valerie Lam
Valerie Lam, Code Enforcement Department

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 5-1-15 before me, Angela Sarmiento, Notary Public, personally appeared Valerie Lam who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: Angela Sarmiento (Seal)



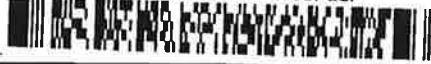
RECORDING REQUESTED BY:
 County of Riverside
 Code Enforcement Department

AND WHEN RECORDED MAIL TO:
 County of Riverside
 Code Enforcement Department
 581 South Grand Avenue
 San Jacinto, California, 92582
 Mail Stop #5002

2015-0465956

10/23/2015 12:36 PM Fee: \$ 0.00
 Page 1 of 2

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



369					R	A	Exam:	411	
Page	DA	PCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC
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NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS

In the matter of the public or other code violation(s) on the property of:
RAMON C MEDINA / GUILLERMINA MEDINA)
 and DOES I through X, Owners)

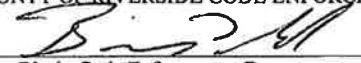
Case #: CV-1400733

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: 29375 BLANIK AVE, NUEVO CA, 92567
PARCEL #: 309-170-070
LEGAL DESCRIPTION: 4.79 acres in LOT 4 of PM 13554, recorded in PM 75 page 76

VIOLATION(S): Riverside County Code (Ordinance) 17.12.040 (Ord. 348) that such proceedings are based upon the noncompliance of such structure or land with the requirements of Riverside County Codes (Ordinances) listed above; 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 Sections 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 CODE ENFORCEMENT DEPARTMENT

By: 
 Brian Black, Code Enforcement Department

NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS
PAGE TWO
CV1400733
309-170-070

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 10/9/15 before me, Jamison Cole, Notary Public, personally appeared Brian Black who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) 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.

Commission #: 2018834 Expires: May 7, 2017



Signature: Jamison D. Cole (Seal)

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.

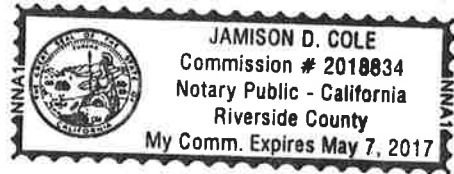
State of California)
County of Riverside)

On 10/9/15 before me, Jamison Cole, Notary Public, personally appeared Brian Black 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.

Commission #: 2018834 Expires: May 7, 2017



Signature: Jamison D. Cole (Seal)



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

Lot Book Report

Order Number: **33012**

Customer:

RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT
 4080 Lemon Street
 Riverside CA 92501

Order Date: 2/4/2015
 Dated as of: 1/29/2015
 County Name: Riverside

Attn: Brent Steele
 Reference: CV14-00735/Dean Deines
 IN RE: MEDINA, RAMON C.

FEE(s):
 Report: \$120.00

Property Address: 29375 Blanik Ave
 Nuevo CA 92567

Assessor's Parcel No. : 309-170-070-5

Assessments:

Land Value:	\$74,000.00
Improvement Value:	\$330,000.00
Exemption Value:	\$7,000.00
Total Value:	\$397,000.00

Tax Information

Property Taxes for the Fiscal Year	2014-2015
First Installment	\$2,162.54
Penalty	\$0.00
Status	PAID (PAID THRU 01/31/2015)
Second Installment	\$2,162.54
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: 33012
Reference: CV14-00735/Dea

Property Vesting

The last recorded document transferring title of said property

Dated	05/15/2008
Recorded	06/25/2008
Document No.	2008-0347358
D.T.T.	\$522.50
Grantor	Fremont Investment & Loan
Grantee	Ramon C. Medina and Guillermina Medina, husband and wife as joint tenants

Deeds of Trust

Position No.	1st
A Deed of Trust Dated	06/10/2008
Recorded	06/25/2008
Document No.	2008-0347359
Amount	\$417,000.00
Trustor	Ramon C. Medina and Guillermina Medina, husband and wife as joint tenants
Trustee	LSI Title Company
Beneficiary	Mortgage Electronic Registration Systems, Inc., acting as a nominee for Just Mortgage, Inc.

Additional Information

Notice of Non-Compliance filed by	County of Riverside Code Enforcement Department
In the matter of the property of	Ramon C. Medina and Guillermina Medina
Case No.	CV06-6417
Recorded	06/25/2009
Document No.	2009-0325148



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

Order Number: 33012
Reference: CV14-00735/Dea

Notice of Non-Compliance filed by	County of Riverside Code Enforcement Department
In the matter of the property of	Faustino Hernandez and Aurelio Cruz
Case No.	CV06-6417
Recorded	03/03/2008
Document No.	2008-0102737

Notice of Non-Compliance filed by	County of Riverside Code Enforcement Department
In the matter of the property of	Faustino Hernandez and Aurelio Cruz
Case No.	CV06-6417
Recorded	03/19/2008
Document No.	2008-0133627

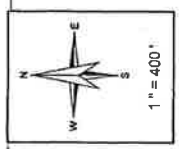
A Federal Tax Lien Recorded	01/29/2013
Document No	2013-0048417
Amount	\$13,569.53
Debtor	Ramon & Patricia Medina
ID No.	XXX - XX - 0189
Creditor	Internal Revenue Service

Legal Description

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

PARCEL 4 OF PARCEL MAP 13554, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 75, PAGE 76 OF PARCEL MAPS, RECORDS FROM THE COUNTY RECORDER OF SAID COUNTY.

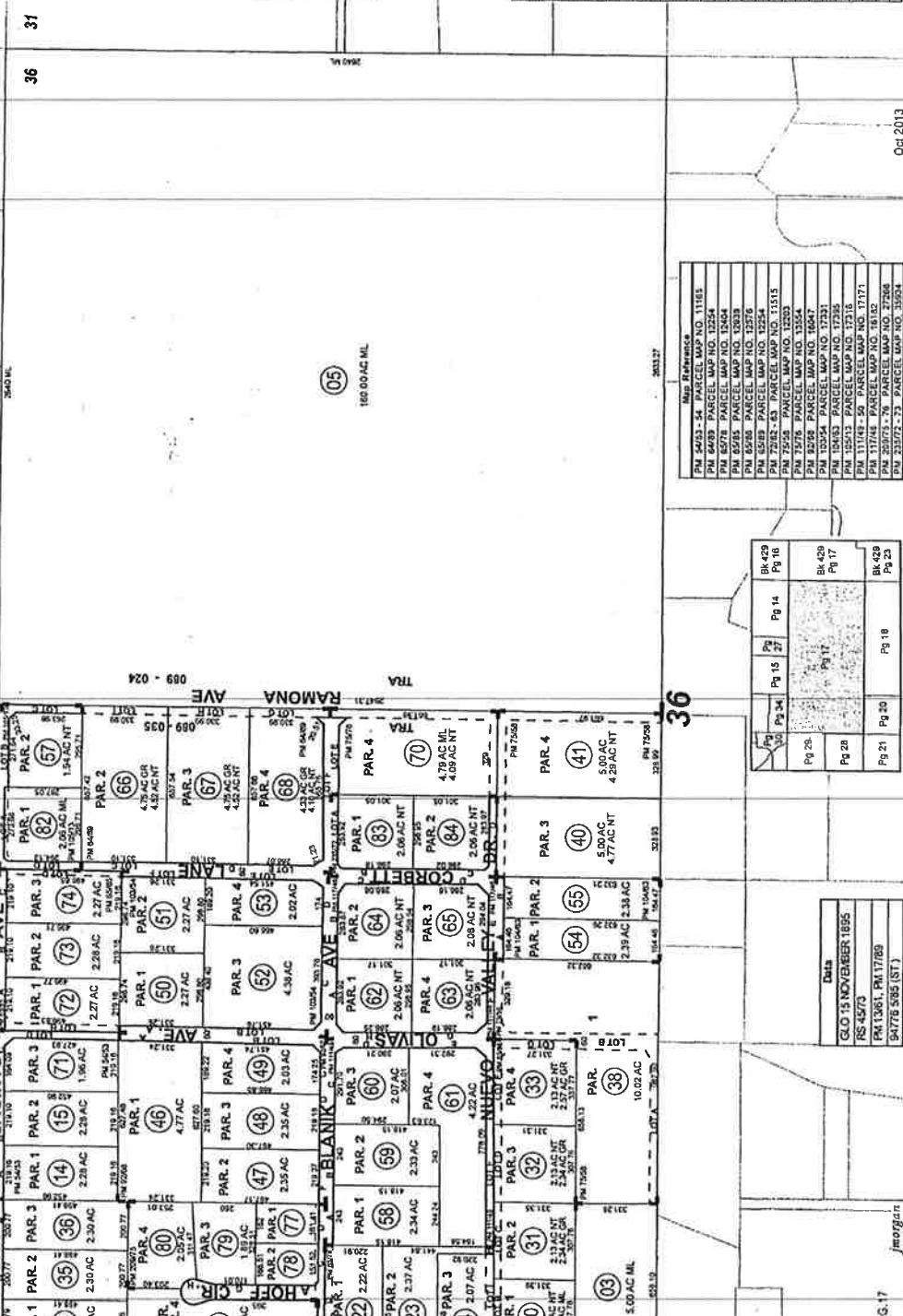
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.



Legend

- Lot Lines
- - - Right-of-Way
- - - Old Lot Lines
- - - Reference R.O.W
- - - Other Easements
- - - Lease Acre
- - - Subdivision To Mark

Date	Old Number	New Number
8/1/1977	1	1-01
8/1/1978	8	1-02
8/1/1979	19	1-03
8/1/1979	11	2-01
8/1/1979	9	2-02
8/1/1979	2	3-01
8/1/1979	13	3-02
8/1/1979	17	4-01
8/1/1979	17	4-02
8/1/1979	25	5-01
8/1/1979	18	5-02
8/1/1979	25	5-03
8/1/1979	42	6-01
8/1/1979	43	6-02
8/1/1979	19	6-03
8/1/1979	20	6-04
8/1/1979	7	6-05
8/1/1979	44	6-06
8/1/1979	15	6-07
8/1/1979	26-2	6-08
8/1/1979	26-3	6-09
8/1/1979	37	6-10
8/1/1979	78	6-11
8/1/1979	40/40A/41	6-12
8/1/1979	34-1	6-13
8/1/1979	34-2	6-14
8/1/1979	19	6-15



LSI TITLE, FNDS DIVISION

DOC # 2008-0347358

06/25/2008 08:00A Fee:9.00

Page 1 of 1 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY:
Concord Escrow
Order No. K730511
Escrow No. 08-0950-JW
Parcel No. 309-170-070-5

75X

AND WHEN RECORDED MAIL TO:
RAMON C. MEDINA
PO Box 3192
Riverside, CA 92519



S	R	U	PAGE	SIZE	DA	MISC	LONG	NO	COPY
1									
M	A	L	485	426	(PCOR)	(NCOR)	SMF	NCHG	EXAM
					V-1	T89	CTY	UNI	006

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS \$522.50 and City \$

- computed on full value of property conveyed, or
- computed on full value less liens or encumbrances remaining at the time of sale.
- unincorporated area: Nuevo, and

9

T
006

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Fremont Investment & Loan
hereby GRANT(S) to

Ramon C. Medina and Guillermina Medina, husband and wife as joint tenants

the following described real property in the County of Riverside, State of California:

Parcel 4 of Parcel Map 13554, in the County of Riverside, State of California, as Shown by Map on File in Book 75, Page 76 of Parcel Maps, Riverside County, California.

Date May 15, 2008

Fremont Investment & Loan

By [Signature]

Print Name Sandra Hildreth

Print Title AVP Default Processing

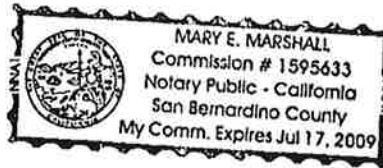
STATE OF California }
COUNTY OF San Bernardino } s.s.

On June 3, 2008 before me, Mary E Marshall NOTARY PUBLIC
personally appeared Sandra Hildreth who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Mary E Marshall (Seal)
July 17, 2009



Mail Tax Statement to: SAME AS ABOVE or Address Noted Below

LSI TITLE, FNDS DIVISION

Recording Requested By:
JUST MORTGAGE, INC.

gsk

DOC # 2008-0347359
06/25/2008 08:00A Fee:62.00
Page 1 of 18
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

And After Recording Return To:
JUST MORTGAGE, INC.
9680 HAVEN AVENUE, SUITE 200
RANCHO CUCAMONGA, CALIFORNIA 91730
Loan Number: 0051164917

K730511

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						T:	CTY	UNI	006

DEED OF TRUST

62

T
006

MIN: 1001871-0051164917-1

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 **JUNE 10, 2008**, together with all Riders to this document.
- (B) "Borrower" is **RAMON C. MEDINA AND GUILLERMINA MEDINA, HUSBAND AND WIFE AS JOINT TENANTS**

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **JUST MORTGAGE, INC.**

Lender is a **CALIFORNIA CORPORATION** organized and existing under the laws of **CALIFORNIA**. Lender's address is **9680 HAVEN AVENUE, SUITE 200, RANCHO CUCAMONGA, CALIFORNIA 91730**

(D) "Trustee" is **LSI TITLE COMPANY**
15661 RED HILL AVENUE #201, TUSTIN, CALIFORNIA 92780

(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 **JUNE 10, 2008**. The Note states that Borrower owes Lender **FOUR HUNDRED SEVENTEEN THOUSAND AND 00/100** Dollars (U.S. \$ **417,000.00**) plus interest.

Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 1, 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 checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Planned Unit Development Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Condominium 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. §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.

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]

PARCEL 4 OF PARCEL MAP 13554, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOD 75, PAGE 76 OF PARCEL MAPS, RIVERSIDE COUNTY, CALIFORNIA.
A.P.N. : 309-170-070-5

which currently has the address of 29375 BLANIK AVENUE
[Street]

NUEVO (AREA) , California 92567 ("Property Address"):
[City] [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 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. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground 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 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 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.



RAMON C. MEDINA (Seal)
-Borrower



GUILLERMINA MEDINA (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Witness:

Witness:

[Space Below This Line For Acknowledgment]

State of California)

County of RIVERSIDE)

) ss.

On June 10, 2008

before me,

Donna Saranoff, Notary Public,

personally appeared RAMON C. MEDINA AND GUILLERMINA MEDINA

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

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

WITNESS my hand and official seal.



NOTARY SEAL

Donna Saranoff
NOTARY SIGNATURE
DONNA SARANOFF
(Typed Name of Notary)

Loan Number: 0051164917

FIXED/ADJUSTABLE RATE RIDER

(LIBOR One-Year Index (As Published In *The Wall Street Journal*) - Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 10th day of JUNE, 2008, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to JUST MORTGAGE, INC., A CALIFORNIA CORPORATION ("Lender") of the same date and covering the property described in the Security Instrument and located at:

29375 BLANIK AVENUE, NUEVO (AREA), CALIFORNIA 92567
[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 5.625%. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the 1st day of JULY, 2013, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND 250/1000 percentage points (2.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.625 % or less than 2.250 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than TWO AND 000/1000 percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 10.625 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

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.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.



RAMON C. MEDINA (Seal)
-Borrower



GUILLERMINA MEDINA (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

When recorded please mail to:
 Riverside County Code Enforcement Department
 (District 5 Office)
 24318 Hemlock Avenue, Suite C-1
 Moreno Valley, CA 92557
 Mail Stop No. 5002

DOC # 2009-0325148
 06/25/2009 08:00A Fee:NC
 Page 1 of 1
 Recorded in Official Records
 County of Riverside
 Larry U. Ward
 Assessor, County Clerk & Recorder

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NOTICE OF NONCOMPLIANCE

In the matter of the Property of
 HSBC Bank USA National Trust 2006-B TR
 Ramon C. Medina
 Guillermina Medina

Case No.: CV06-6417



NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 457, (RCC Title 15.48.010) described as Mobile home installation and occupancy without the required building permits & Riverside County Ordinance No. 457, (RCC Title 15.08.010) described as Construction without the required permits - room addition. Such Proceedings are based upon the noncompliance of such real property, located at 29375 Blanik Avenue, Nuevo, CA, and more particularly described as Assessor's Parcel Number 309-170-070 and having a legal description of 4.79 ACRES M/L IN PAR 4 PM 075/076 PM 13554, Records of Riverside County, with the requirements of Ordinance No. 457 (RCC Title 15.48.010 & 15.08.010).

The owner has been advised to immediately correct the above-referenced violation to avoid further action by the County of Riverside, which may include remediation or restoration to abate the public nuisance or other remedies available to the department by a court of competent jurisdiction. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 24318 Hemlock Avenue, Suite C-1, Moreno Valley, California 92557, Attention Code Enforcement Officer Jennifer Morris 951-485-5840.

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
 CODE ENFORCEMENT DEPARTMENT

By Mary Overholt
 Mary Overholt
 Code Enforcement Department

ACKNOWLEDGMENT

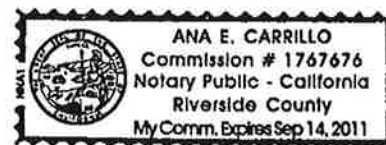
State of California)
 County of Riverside)

On 06/16/09 before me, Ana E. Carrillo, Notary Public, personally appeared Mary Overholt, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

Ana E. Carrillo
 Commission # 1767676 Comm. Expires Sep. 14, 2011



When recorded please mail to:
5002

DOC # 2008-0102737
03/03/2008 08:00A Fee:NC
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



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NOTICE OF NONCOMPLIANCE

In the matter of the Property of
Faustino Hernandez
Aurelio Cruz

)
)

Case No. CV06-6417

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NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No.457, (RCC Title 15.08.010) described as Construction without the required permit(s) - Room Addition. Such Proceedings are based upon the noncompliance of such real property, located at 29375 Blanik Avenue, Nuevo, CA, and more particularly described as Assessor's Parcel Number 309-170-070 and having a legal description of 4.79 ACRES M/L IN PAR 4 PM 075/076 PM 13554, Records of Riverside County, with the requirements of Ordinance No. 457 (RCC Title 15.08.010).

The owner has been advised to immediately correct the above-referenced violations to avoid further action by the County of Riverside which may include demolition, removal, razing, etc., to abate the public nuisance. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 24318 Hemlock Ave., Suite C-1, Moreno Valley, CA 92557, Attention Code Enforcement Officer Britt Starkweather.

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
CODE ENFORCEMENT DEPARTMENT

By Theresa L. Towner
Theresa L. Towner
Code Enforcement Department

ACKNOWLEDGMENT

State of California)
County of Riverside)

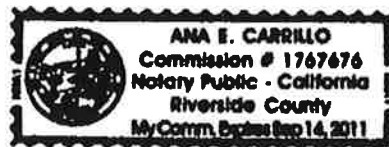
On 02/21/08 before me, Ana E. Carrillo, Notary Public, personally appeared Theresa L. Towner, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.

Ana E. Carrillo

Commission # 1767676
My Comm. Expires Sep. 14, 2011



When recorded please mail to:
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Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



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NOTICE OF NONCOMPLIANCE

In the matter of the Property of
Faustino Hernandez
Aurelio Cruz

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)
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Case No. CV06-6417

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No.457, (RCC Title 15.08.010) described as Construction without the required permit(s) - Room Addition. Such Proceedings are based upon the noncompliance of such real property, located at 29375 Blanik Avenue, Nuevo, CA, and more particularly described as Assessor's Parcel Number 309-170-070 and having a legal description of 4.79 ACRES M/L IN PAR 4 PM 075/076 PM 13554, Records of Riverside County, with the requirements of Ordinance No. 457 (RCC Title 15.08.010).

The owner has been advised to immediately correct the above-referenced violations to avoid further action by the County of Riverside which may include demolition, removal, razing, etc., to abate the public nuisance. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 24318 Hemlock Avenue, Suite C-1, Moreno Valley, California, Attention Code Enforcement Officer Michael Bowles.

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
CODE ENFORCEMENT DEPARTMENT
By Theresa L. Towner
Theresa L. Towner
Code Enforcement Department

ACKNOWLEDGMENT

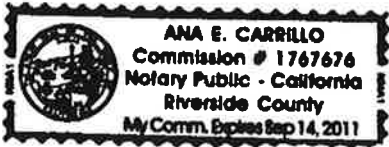
State of California)
County of Riverside)

On 03/11/08 before me, Ana E. Carrillo, Notary Public, personally appeared Theresa L. Towner, 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.

Ana E. Carrillo
Commission # 1767676 Comm. Expires Sep. 14, 2011



Recording Requested By Internal Revenue Service. When recorded mail to:

INTERNAL REVENUE SERVICE
PO BOX 145585, STOP 8420G
CINCINNATI, OH 45250-5585

DOC # 2013-0048417
01/29/2013 04:13P Fee:18.00
Page 1 of 1

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



For Optional Use by Recording Office



Form 668 (Y)(c) 6788 Department of the Treasury - Internal Revenue Service
(Rev. February 2004)

Notice of Federal Tax Lien

Area: WAGE & INVESTMENT AREA #5
Lien Unit Phone: (800) 829-7650

Serial Number
917173813

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer RAMON & PATRICIA MEDINA

Residence 9299 DELANO DR
RIVERSIDE, CA 92503-3211

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2008	XXX-XX-0189	07/06/2009	08/05/2019	3364.32
1040	12/31/2009	XXX-XX-0189	05/24/2010	06/23/2020	3136.31
1040	12/31/2010	XXX-XX-0189	05/21/2012	06/20/2022	5205.42
1040	12/31/2011	XXX-XX-0189	04/23/2012	05/23/2022	1863.48

Place of Filing
 COUNTY RECORDER
 RIVERSIDE COUNTY
 RIVERSIDE, CA 92502-0751
 Total \$ 13569.53

This notice was prepared and signed at OAKLAND, CA, on this, the 17th day of January, 2013.

Signature Title ACS W&I 15-00-0000
 for PAMELA J ROGERS (800) 829-7650

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)
CAT. NO 60025X

EXHIBIT “D”

SITE PLAN: Case # CV-1400733

OWNER(S): RAMON C MEDINA / GUILLERMINA MEDINA

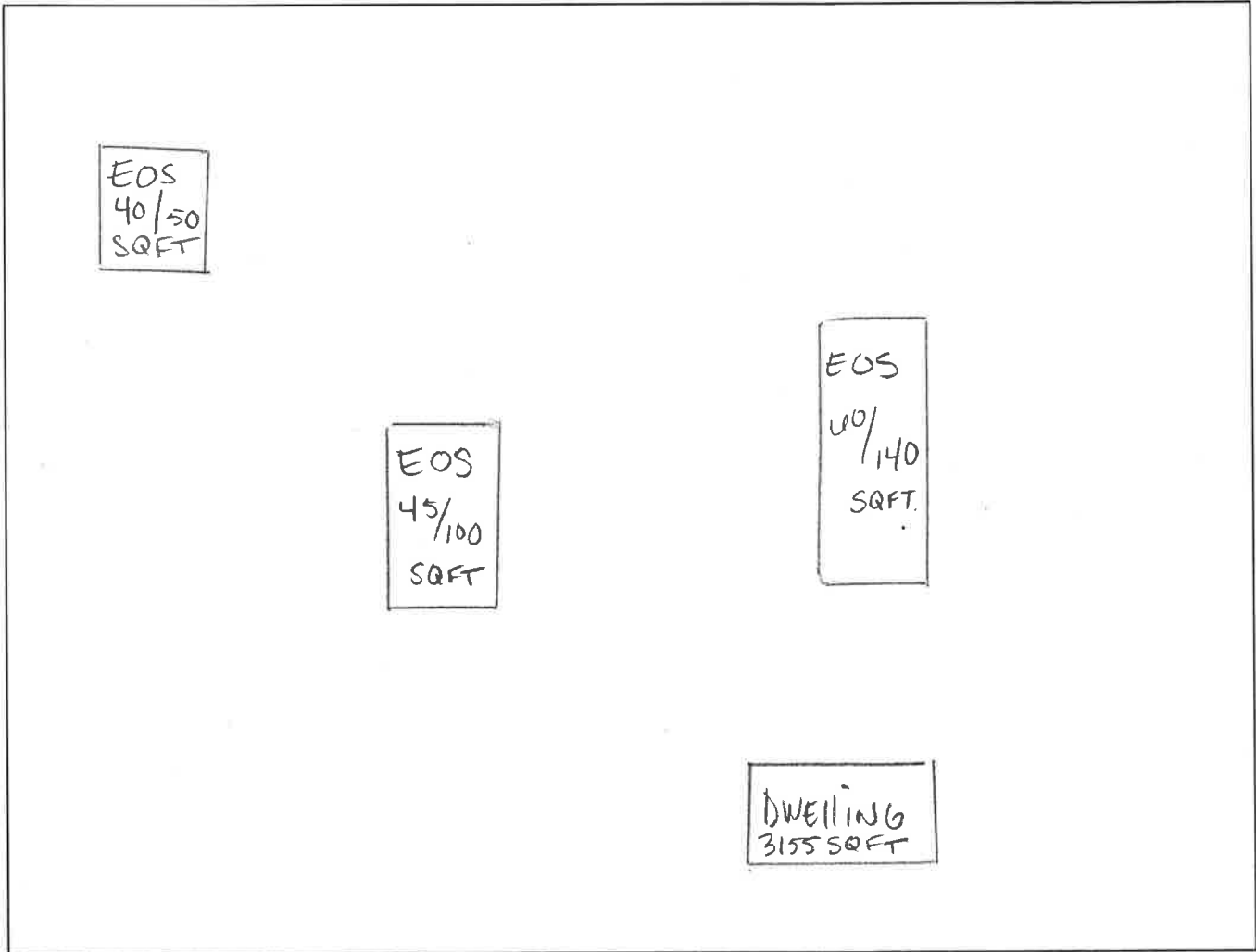
SITE ADDRESS: 29375 BLANIK AVE, NUEVO

ASSESSOR'S PARCEL: 309-170-070

ACREAGE: 4.79

NORTH ARROW: 

REAR PROPERTY LINE



FRONT PROPERTY LINE: 29375 BLANIK AVE, NUEVO

PREPARED BY: LANEE PADILLA DATE: 9/29/15

Code Enforcement Case: CV1400733

Printed on: 03/17/2016

Photographs



Excessive outside storage. Lpadilla - 06/17/2014



Excessive outside storage. Lpadilla - 06/17/2014



Excessive outside storage. Lpadilla - 06/17/2014



Excessive outside storage. Lpadilla - 01/08/2015



Excessive outside storage. Lpadilla - 01/08/2015



Excessive outside storage. Lpadilla - 01/08/2015



Excessive outside storage. Lpadilla - 05/12/2015



Excessive outside storage. Lpadilla - 05/12/2015



Excessive outside storage. Lpadilla - 05/12/2015



Excessive outside storage. Lpadilla - 05/12/2015



Excessive outside storage. Lpadilla - 05/12/2015



Excessive outside storage. Lpadilla - 05/12/2015



Excessive outside storage. Lpadilla - 05/12/2015



Excessive outside storage. Lpadilla - 05/12/2015



Property remains in violation. Lpadilla - 07/22/2015



Property remains in violation. Lpadilla - 07/22/2015



Property remains in violation. Lpadilla - 07/22/2015



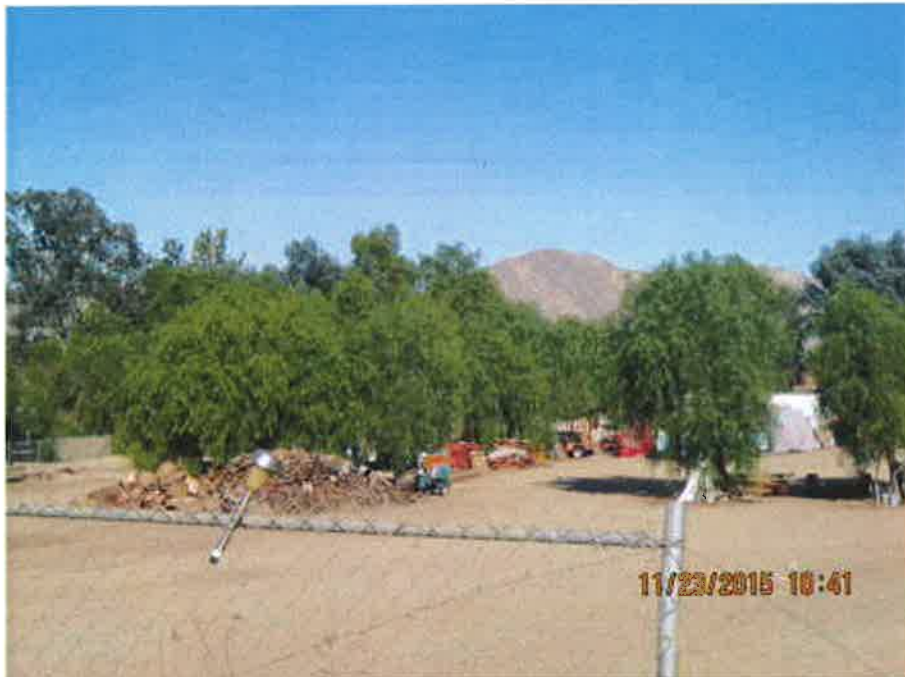
Property remains in violation. Lpadilla - 11/23/2015



Property remains in violation. Lpadilla - 11/23/2015



Property remains in violation. Lpadilla - 11/23/2015



Property remains in violation. Lpadilla - 11/23/2015



site remains in violation - 01/28/2016



site remains in violation - 01/28/2016



site remains in violation - 01/28/2016

Code Enforcement Case: CV1400733

Printed on: 07/28/2016

Photographs



current photo of site - 07/27/2016



current photo of site - 07/27/2016



current photo of site - 07/27/2016



current photo of site - 07/27/2016



current photo of site - 07/27/2016



current photo of site - 07/27/2016

EXHIBIT “E”



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

AFFIDAVIT OF POSTING OF NOTICES

July 2, 2014

RE CASE NO: CV1400733

I, Lance Padilla, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is:
581 South Grand Avenue
San Jacinto, California, 92582
Mail Stop #5002.

That on 6/17/2014 at 10:35AM, I securely and conspicuously posted Notice of Violation RCO 348 - RCC 17.32.010 Excessive Outside Storage at the property described as:

Property Address: 29375 BLANIK AVE, NUEVO

Assessor's Parcel Number: 309-170-070

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

Executed on July 2, 2014 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Lance Padilla, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

NOTICE OF VIOLATION

July 2, 2014

RAMON C MEDINA / GUILLERMINA MEDINA
P O BOX 3192
RIVERSIDE, CA 92519

RE CASE NO: CV1400733 at 29375 BLANIK AVE, in the community of NUEVO, California, Assessor's Parcel Number 309-170-070

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 29375 BLANIK AVE, in the community of NUEVO California, Assessor's Parcel Number 309-170-070, is in violation of Section(s) RCC Section No. 17.12.040 (Ord. 348), of the Riverside County Code.

Said violation is described as:

- 1) 17.12.040 (Ord. 348) - All outdoor storage is required to conform to the standards provided in the permitted uses for the size and type of property.

YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:

- 1) Remove or reduce all outside storage to 200 SQFT.

COMPLIANCE MUST BE COMPLETED BY July 4, 2014. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$109.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.

CODE ENFORCEMENT DEPARTMENT

By: Lanee Padilla, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

PROOF OF SERVICE

Case No. CV1400733

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Amanda Ricks, declare that I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is at the footer of this notice.

That on July 2, 2014, I served the following documents(s):

Notice of Violation

by placing a true copy thereof enclosed in a sealed envelope(s) by **FIRST CLASS MAIL** addressed as follows:

RAMON C MEDINA / GUILLERMINA MEDINA P O BOX 3192, RIVERSIDE, CA 92519

XX **By First Class Mail.** I am readily familiar with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service with postage thereon fully prepaid in the County of Riverside, California, in the ordinary course of business.

XX **STATE.** I declare under the penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED ON July 2, 2014, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT


By: Amanda Ricks, Code Enforcement Aide



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

NOTICE OF VIOLATION

March 11, 2015

RAMON C MEDINA / GUILLERMINA MEDINA
P O BOX 3192
RIVERSIDE, CA 92519

RE CASE NO: CV1400733 at 29375 BLANIK AVE, in the community of NUEVO, California, Assessor's Parcel
Number 309-170-070

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 29375 BLANIK AVE, in the community of NUEVO California, Assessor's Parcel Number 309-170-070, is in violation of Section(s) RCC Section No. 17.12.040 (Ord. 348), of the Riverside County Code.

Said violation is described as:

- 1) 17.12.040 (Ord. 348) - All outdoor storage is required to conform to the standards provided in the permitted uses for the size and type of property.

YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:

- 1) Remove or reduce all outside storage to 200 SQFT.

COMPLIANCE MUST BE COMPLETED BY March 25, 2015. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$109.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.

CODE ENFORCEMENT DEPARTMENT

By: Lane Padilla, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

NOTICE OF VIOLATION

March 11, 2015

Just Mortgage INC.
9680 Haven Ave, Suite 200
Rancho Cucamonga, Ca 91730

RE CASE NO: CV1400733 at 29375 BLANIK AVE, in the community of NUEVO, California, Assessor's Parcel Number 309-170-070

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 29375 BLANIK AVE, in the community of NUEVO California, Assessor's Parcel Number 309-170-070, is in violation of Section(s) RCC Section No. 17.12.040 (Ord. 348), of the Riverside County Code.

Said violation is described as:

- 1) 17.12.040 (Ord. 348) - All outdoor storage is required to conform to the standards provided in the permitted uses for the size and type of property.

YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:

- 1) Remove or reduce all outside storage to 200 SQFT.

COMPLIANCE MUST BE COMPLETED BY March 25, 2015. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$109.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.

CODE ENFORCEMENT DEPARTMENT

By: Lanee Padilla, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

NOTICE OF VIOLATION

March 11, 2015

Internal Revenue Service
P.O. Box 145585, Stop 8420G
Cincinnati, OH 45250-5585

RE CASE NO: CV1400733 at 29375 BLANIK AVE, in the community of NUEVO, California, Assessor's Parcel Number 309-170-070

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 29375 BLANIK AVE, in the community of NUEVO California, Assessor's Parcel Number 309-170-070, is in violation of Section(s) RCC Section No. 17.12.040 (Ord. 348), of the Riverside County Code.

Said violation is described as:

- 1) 17.12.040 (Ord. 348) - All outdoor storage is required to conform to the standards provided in the permitted uses for the size and type of property.

YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:

- 1) Remove or reduce all outside storage to 200 SQFT.

COMPLIANCE MUST BE COMPLETED BY March 25, 2015. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$109.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.

CODE ENFORCEMENT DEPARTMENT

By: Lane Padilla, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

NOTICE OF VIOLATION

March 11, 2015

Ramon & Patricia Medina
9299 Delano Drive
Riverside, Ca 92503

RE CASE NO: CV1400733 at 29375 BLANIK AVE, in the community of NUEVO, California, Assessor's Parcel Number 309-170-070

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 29375 BLANIK AVE, in the community of NUEVO California, Assessor's Parcel Number 309-170-070, is in violation of Section(s) RCC Section No. 17.12.040 (Ord. 348), of the Riverside County Code.

Said violation is described as:

- 1) 17.12.040 (Ord. 348) - All outdoor storage is required to conform to the standards provided in the permitted uses for the size and type of property.

YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:

- 1) Remove or reduce all outside storage to 200 SQFT.

COMPLIANCE MUST BE COMPLETED BY March 25, 2015. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$109.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.

CODE ENFORCEMENT DEPARTMENT

By: Lanee Padilla, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

PROOF OF SERVICE

Case No. CV1400733

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Dean Deines, declare that I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is at the footer of this notice.

That on March 11, 2015, I served the following document(s):

Notice of Violation

by placing a true copy thereof enclosed in a sealed envelope(s) by **CERTIFIED MAIL, RETURN RECEIPT REQUESTED** addressed as follows:

RAMON C MEDINA / GUILLERMINA MEDINA P O BOX 3192, RIVERSIDE, CA 92519
Just Mortgage INC. 9680 Haven Ave, Suite 200, Rancho Cucamonga, Ca 91730
Internal Revenue Service P.O. Box 145585, Stop 8420G, Cincinnati, OH 45250-5585
Ramon & Patricia Medina 9299 Delano Drive, Riverside, Ca 92503

XX **By First Class Mail.** I am readily familiar with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service with postage thereon fully prepaid in the County of Riverside, California, in the ordinary course of business.

XX **STATE.** I declare under the penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED ON March 11, 2015, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT


By: Dean Deines, Sr. Accounting Assistant

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$
Certified Fee

Postmark

RAMON C MEDINA / GUILLERMINA MEDINA
P O BOX 3192
RIVERSIDE, CA 92519
CV14-00733 LP 309

Street, Apt. No.,
or PO Box No.
City, State, ZIP+4

PS Form 3800, August 2005 See Reverse for Instructions

CERTIFIED MAIL™



7010 1060 0001 9960 0703



\$ 06.48⁰⁰
02 1P
0002004053 MAR 11 2015
MAILED FROM ZIP CODE 92501

County of Riverside

Code Enforcement Department
581 S. Grand Ave
San Jacinto, CA 92582

RETURN RECEIPT REQUESTED

RETURN RECEIPT REQUESTED

RECEIVED
MAR 18 2015

RAMON C MEDINA / GUILLERMINA MEDINA
P O BOX 3192
RIVERSIDE, CA 92519
CV14-00733 LP 309

NIXIE 918 SE 1009 0003/14/15

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 92582383181 *3004-00548-11-40

0202 0966 1000 0907 0702

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

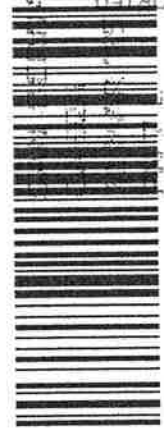
Postage \$ _____
Certified Fee _____

Just Mortgage INC.
9680 Haven Ave, Suite 200
Rancho Cucamonga, Ca 91730
CV14-00733 LP 309

Street, Apt. No.,
or PO Box No.
City, State, ZIP+4
PS Form 3800, August 2005 See Reverse for Instructions

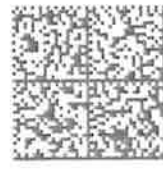
7010 1060 0001 9960 0697

CERTIFIED MAIL™



7010 1060 0001 9960 0697

UNITED STATES POSTAGE
FIRST CLASS
PENNY PER OZ
\$ 06.48⁰
0002004053 MAR 11 2015
MAILED FROM ZIP CODE 92501



County of Riverside

Code Enforcement Department
581 S. Grand Ave
San Jacinto, CA 92582

RETURN RECEIPT REQUESTED

RETURN RECEIPT REQUESTED

CVISD
MAR 25 2015

BY:

[Handwritten Signature]

Just Mortgage INC.
9680 Haven Ave, Suite 200
Rancho Cucamonga, Ca 91730
CV14-00733 LP 3

NIXIE 917 5E 1009 0003/21/15

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

BC: 92582383181 *3004-04116-11-39

9173055302501

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. -Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Internal Revenue Service
 P.O. Box 145585, Stop 8420G
 Cincinnati, OH 45250-5585
 CV14-00733 LP 309

2. Article Number
 (Transfer from service label)

7010 1060 0001 9760 0680

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

IF YES, enter delivery address below.

different from item 1? Yes No

INTERNAL REVENUE SERVICE

MAR 2 1 2015
 MAR 17 2015

MAIL UNIT DIRECTOR
 CINCINNATI, OH

4. Restricted Delivery? (Extra Fee) Yes No

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com
OFFICIAL USE

Postage \$	
Certified Fee	

Postmark

Internal Revenue Service
 P.O. Box 145585, Stop 8420G
 Cincinnati, OH 45250-5585
 CV14-00733 LP 309

or PO Box No.
 City, State, ZIP+4

0990 0966 7000 0907 0702

7010 1060 0001 9960 0823

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com
OFFICIAL USE

Postage	\$
Certified Fee	

Ramon & Patricia Medina
9299 Delano Drive
Riverside, Ca 92503
CV14-00733 LP 309

PS Form 3800, August 2006
or PO Box No.
City, State, ZIP+4

See Reverse for Instructions

CERTIFIED MAIL™



7010 1060 0001 9960 0823



County of Riverside
Code Enforcement Department
581 S. Grand Ave
San Jacinto, CA 92582
RETURN RECEIPT REQUESTED
RETURN RECEIPT REQUESTED

Ramon & Patricia Medina
9299 Delano Drive
Riverside, Ca 92503
CV14-00733 LP

NIXIE 918 DE 1009 0004/01/15
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
BC: 92582383181 *2808-01742-01-11





CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

NOTICE OF VIOLATION

May 17, 2016

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
P O BOX 2026
FLINT, MI 48501-2026

RE CASE NO: CV1400733 at 29375 BLANIK AVE, in the community of NUEVO, California, Assessor's Parcel Number 309-170-070

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 29375 BLANIK AVE, in the community of NUEVO California, Assessor's Parcel Number 309-170-070, is in violation of Section(s) RCC Section No. 17.12.040 (Ord. 348), of the Riverside County Code.

Said violation is described as:

- 1) 17.12.040 (Ord. 348) - All outdoor storage is required to conform to the standards provided in the permitted uses for the size and type of property.

YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:

- 1) R.C.C. 17.172.020 (A) (1), R.C.C. 17.28.010, R.C.C. 17.12.040 and RCO 348 Section 18.2 (A) (1) - Remove or reduce all outside storage to 200 SQFT.

COMPLIANCE MUST BE COMPLETED BY June 1, 2016. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$109.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.

CODE ENFORCEMENT DEPARTMENT

By: Wayne Durant, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

PROOF OF SERVICE

Case No. CV1400733

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Amanda Ricks, declare that I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is at the footer of this notice.

That on May 17, 2016, I served the following document(s):

Notice of Violation

by placing a true copy thereof enclosed in a sealed envelope(s) by **CERTIFIED MAIL, RETURN RECEIPT REQUESTED** addressed as follows:


MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC P O BOX 2026, FLINT, MI 48501-2026


XX **By First Class Mail.** I am readily familiar with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service with postage thereon fully prepaid in the County of Riverside, California, in the ordinary course of business.

XX **STATE.** I declare under the penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED ON May 17, 2016, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT


By: Amanda Ricks, Code Enforcement Aide

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature X Michael LaLonde <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to:		B. Received by (Printed Name)	C. Date of Delivery
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC P O BOX 2026 FLINT, MI 48501-2026 CV14-00733 / WD 309		D. Is delivery address different from item 1? <input type="checkbox"/> Yes YES, enter delivery address below: <input type="checkbox"/> No	
 9590 9401 0017 5071 8834 90		E. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Mail Restricted Delivery	
2. Article Number (Transfer from service label)		<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery	
7015 0640 0007 0898 6777			
PS Form 3811, April 2015 PSN 7530-02-000-9053		Domestic Return Receipt	

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ™.	
OFFICIAL USE	
Certified Mail Fee	
\$	
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____
	Postmark Here
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC P O BOX 2026 FLINT, MI 48501-2026 CV14-00733 / WD 309	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

7015 0640 0007 0898 6777

EXHIBIT “F”

RECORDING REQUESTED BY:
County of Riverside
Code Enforcement Department

AND WHEN RECORDED MAIL TO:
County of Riverside
Code Enforcement Department
581 South Grand Avenue
San Jacinto, California, 92582
Mail Stop #5002

2015-0465956

10/23/2015 12:36 PM Fee: \$ 0.00

Page 1 of 2

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



269					R	A	Exam:	411	
Page	DA	PCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC
2									1
SIZE	NCOR	SMF	NCHG	T:	NCHG CE				

NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS

In the matter of the public or other code violation(s) on the property of:
RAMON C MEDINA / GUILLERMINA MEDINA)
and DOES I through X, Owners)

Case #: CV-1400733

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: 29375 BLANIK AVE, NUEVO CA, 92567
PARCEL #: 309-170-070
LEGAL DESCRIPTION: 4.79 acres in LOT 4 of PM 13554, recorded in PM 75 page 76

VIOLATION(S): Riverside County Code (Ordinance) 17.12.040 (Ord. 348) that such proceedings are based upon the noncompliance of such structure or land with the requirements of Riverside County Codes (Ordinances) listed above; 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 Sections 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 CODE ENFORCEMENT DEPARTMENT

By: 
Brian Black, Code Enforcement Department

EXHIBIT “G”



CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

August 19, 2016

NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS AND ABATE PUBLIC NUISANCE

TO: Owners and Interested Parties
(See Attached Proof of Service
and Responsible Parties List)

Case No.: CV14-00733
APN: 309-170-070
Property: 29375 Blanik Avenue, Nuevo

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance ("RCO") Nos. 348 and 725 to consider the excess outside storage of materials located on the SUBJECT PROPERTY described as 29375 Blanik Avenue, Nuevo, Riverside County, California, and more particularly described as Assessor's Parcel Number 309-170-070.


YOU ARE HEREBY DIRECTED as owners of the SUBJECT PROPERTY, to appear at this hearing to show cause why the SUBJECT PROPERTY should not be declared as a public nuisance and be abated by removing the violation from the real property.

SAID HEARING will be held on **Tuesday, September 20, 2016, at 9:30 a.m.** in the Board of Supervisors Room, County Administrative Center, 4080 Lemon Street, 1st Floor Annex, Riverside, California at which time and place pertinent evidence will be received and/or testimony from all concerned parties will be heard. Failure to appear on your behalf will result in the exclusion of your testimony, and facts as known to the Code Enforcement Department ("Department") will be presented to the Board of Supervisors for consideration and deliberation in this matter.

Please be advised that the costs already accrued in this case, including but not limited to, enforcement and investigation costs, are recoverable by the Department, as allowed under RCO No. 725. The Department may seek recovery of such costs from the property owner(s) which may result in a special assessment lien against the SUBJECT PROPERTY. Additionally, should the Department abate the property, the costs associated therewith, as well as all abatement costs allowed under RCO No. 725, will be sought from the property owner(s) and/or may result in a special assessment lien against the property.

We encourage you to contact Code Enforcement at (951) 955-2004 upon receipt of this Notice to discuss the case and attempt to reach a resolution prior to the hearing. If you plan to attend the hearing, please check-in with Code Enforcement staff at 8:30 a.m. on the day of the hearing in the lobby of the first floor annex in front of the Clerk of the Board's Office.

HECTOR VIRAY
INTERIM CODE ENFORCEMENT OFFICIAL


MICHELLE CERVANTES
Acting Supervising Code Enforcement Officer

NOTICE LIST

Subject Property: 29375 Blanik Avenue, Nuevo

Case No.: CV14-00733

APN: 309-170-070; District 5

RAMON C. MEDINA
GUILLERMINA MEDINA
P.O. BOX 3192
RIVERSIDE, CA 92519

INTERNAL REVENUE SERVICE
P.O. BOX 145585 STOP 8420G
CINCINNATI, OH 45250-5585

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC. ACTING AS A NOMINEE
FOR JUST MORTGAGE, INC.
P.O. BOX 2026
FLINT, MI 48501-2026

JUST MORTGAGE INC.
9680 HAVEN AVE., SUITE 200
RANCHO CUCAMONGA, CA 91730

1 **PROOF OF SERVICE**

2 Case No. CV14-00733

3 STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

4 I, Sue Jimenez, the undersigned, declare that I am a citizen of the United States and am employed in
5 the County of Riverside, over the age of 18 years and not a party to the within action or proceeding;
6 that my business address is 4080 Lemon Street, 12th Floor, Riverside, California 92501.

7 That on August 19, 2016 I served the following document(s):

- 8 • **NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS AND ABATE PUBLIC NUISANCE**
- 9 • **NOTICE LIST**

10 by placing a true copy thereof enclosed in a sealed envelope(s) addressed as follows:

11 **SEE ATTACHED NOTICE LIST**

12 XX **BY FIRST CLASS MAIL.** I am "readily familiar" with the office's practice of collection
13 and processing correspondence for mailing. Under that practice it would be deposited with
14 the U.S. Postal Service on that same day with postage thereon fully prepaid at Riverside,
California, in the ordinary course of business.

15 **BY PERSONAL SERVICE:** I caused to be delivered such envelope(s) by hand to the offices
of the addressee(s).

16 XX **STATE -** I declare under penalty of perjury under the laws of the State of California that the
17 above is true and correct.

18 **FEDERAL -** I declare that I am employed in the office of a member of the bar of this court at
whose direction the service was made.

19 EXECUTED ON August 19, 2016, at Riverside, California.

20 
21 SUE JIMENEZ



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

AFFIDAVIT OF POSTING OF NOTICES

August 19, 2016

RE CASE NO: CV1400733

I, Wayne Durant, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is:
581 South Grand Avenue
San Jacinto, California, 92582
Mail Stop #5002.

That on 8/19/2016 at 10:18 am, I securely and conspicuously posted
NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS AND ABATE PUBLIC NUISANCE at the property
described as:

Property Address: 29375 BLANIK AVE, NUEVO

Assessor's Parcel Number: 309-170-070

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

Executed on August 19, 2016 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Wayne Durant, Code Enforcement Officer