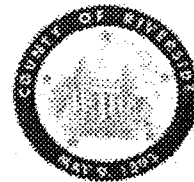


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

315



FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
December 2, 2009

SUBJECT: Abatement of Public Nuisance [Substandard Structure]
Case No.: CV 08-08056
Subject Property: 33608 Blue Water Way, Temecula; APN: 966-030-049
District Three

RECOMMENDED MOTION: Move that:

Departmental Concurrence

- (1) The substandard structure (single family dwelling with attached garage) on the real property located at 33608 Blue Water Way, Temecula, Riverside County, California, APN: 966-030-049, be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which does not permit substandard structures on the property.
- (2) Christian Abadir, the owner of the subject real property or whoever has possession or control of the premises, be directed to abate the substandard structure on the property by removing the same from the real property within ninety (90) days.

[Signature]
JULIE A. JARVI, Deputy County Counsel
for PAMELA J. WALLS, County Counsel

(Continued)

**FINANCIAL
DATA**

Current F.Y. Total Cost:	\$ N/A	In Current Year Budget:	N/A
Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	N/A
Annual Net County Cost:	\$ N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:

[Signature]
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: January 12, 2010
xc: Co. Co., CED, Sheriff, Prop. Owner

Kecia Harper-Ihem
Clerk of the Board

By: *[Signature]*
Deputy

Prev. Agn. Ref.:

District: 3

Agenda Number:

9.1

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Dept't Recomm.: ☐ Consent ☐ Policy ☒
Per Exec. Ofc.: ☐ Consent ☐ Policy ☒

- (3) The owner be ordered to ascertain the existence or non-existence of asbestos containing materials in said structure by survey and materials sample testing through the Industrial Hygiene Specialist of the County Health Department, Division of Special Services; and, prior to the abatement ordered in paragraph number two (2) above, to secure the removal and disposal of all asbestos containing materials discovered through such survey and testing by contract with a duly certified and licensed contractor for the handling of such materials to avoid citations and/or fines imposed by the South Coast Air Quality Management District (SCAQMD) pursuant to SCAQMD Rule No. 1403.
- (4) If the owner or whoever has possession or control of the real property does 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, shall abate the substandard structure and contents therein, by removing the same from the real property.
- (5) 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 Ordinance No. 725.
- (6) County Counsel be directed to prepare the necessary Findings of Facts and Conclusions that the substandard structure on the real property is declared to be in violation of Riverside County Ordinance No. 457 and a public nuisance, and further, to prepare an Order to Abate for approval by the Board.

JUSTIFICATION:

1. An inspection was made of the subject property by the Code Enforcement Officer on September 18, 2008, the inspection revealed a substandard structure (single family dwelling with attached garage) on the subject property in violation of Riverside County Ordinance No. 457 (RCC Title 15). The substandard conditions of the structure included, but were not limited to, the following: extensive fire damage; public and attractive nuisance- abandoned/vacant.
2. Follow-up inspections on February 2, 2009, July 15, 2009 and December 2, 2009, revealed that the property continues to be in violation of Riverside County Ordinance No. 457.
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 substandard structures.

**BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE**

IN RE ABATEMENT OF PUBLIC NUISANCE [SUBSTANDARD STRUCTURE]; APN: 966-030- 049, 33608 BLUE WATER WAY, TEMECULA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA; CHRISTIAN ABADIR, OWNER.	} } } } } }	CASE NO. CV 08-08056 DECLARATION OF OFFICER JANE TATE [R.C.O. No. 457, RCC Title 15]
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I, Jane Tate, declare:

1. I am currently employed by the Riverside County Code Enforcement Department as a Code Enforcement Officer. My current official duties include inspecting property for violations and enforcement of the provisions of Riverside County Ordinances. The following facts contained within this declaration are within my personal knowledge except to the extent that certain information is based on information and belief and if called as a witness in this matter, I could and would competently testify thereto.

2. I am informed and believe, and thereon allege, that on September 18, 2008, Code Enforcement Officer Angela Frazier conducted an initial inspection of the real property known as 33608 Blue Water Way, Temecula, in the unincorporated area of Riverside County, California, which is further described as Assessor's Parcel Number 966-030-049 (hereinafter described as "THE PROPERTY"). A true and correct copy of a Thomas Brothers map page indicating the approximate location of THE PROPERTY is attached hereto as Exhibit "A."

3. A review of County records and documents disclosed that THE PROPERTY is owned by Christian Abadir at the time of the inspection referenced in paragraph 2 above (hereinafter referred to as "OWNER"). A certified copy of the County Equalized Assessment Roll for the year 2007-2008 is attached hereto as part of Exhibit "B" and incorporated herein by reference. THE PROPERTY is located within the R-5 (Open Area Combining Zone, Residential Developments) zone classification. A copy of a report generated from the County Geographic Information System ("GIS") is attached hereto as part of Exhibit "B" and incorporated herein by reference.

4. Based on the Lot Book Report from RZ Title Service dated October 14, 2008, as updated on July 16, 2009, it is determined that other parties potentially hold a legal interest in THE PROPERTY,

1 to-wit: National City Bank, National City Mortgage, Cal-Western Reconveyance Corp., Oak Creek
2 Community Association, Assessment Management Services, SBS Lien Services ("INTERESTED
3 PARTIES"). True and correct copies of the Lot Book Reports are attached hereto and incorporated herein
4 as Exhibit "C."

5 5. Based on information and belief which I believe to be true, on September 18, 2008, Officer
6 Frazier arrived at THE PROPERTY. THE PROPERTY was completely fenced, gated and locked.
7 From the road right-of-way, Officer Frazier took photographs and observed the following conditions as
8 described below which caused the single family dwelling with attached garage to be substandard and THE
9 PROPERTY to constitute a public nuisance in violation of the provisions set forth in Riverside County
10 Ordinance 457, as codified in Riverside County Code Title 15: (See Exhibit "D" for photographs
11 referenced below)

12 1) Extensive fire damage. The structure has extensive smoke and fire damage. (See
13 photographs 1-17);

14 2) Abandoned /vacant, public and attractive nuisance. The dwelling is located on a corner
15 parcel at the entrance of a tract home subdivision. The parcel is highly visible to the rest of the
neighborhood. (See photographs 1-17).

16 6. Based on information and belief which I believe to be true, a Notice of Violation, Notice of
17 Defects and "Danger Do Not Enter" sign were posted on THE PROPERTY on September 18, 2008,
18 copies of which and affidavit thereof are attached hereto as part of Exhibit "E" and incorporated herein by
19 reference.

20 7. A site plan and photographs of THE PROPERTY are attached hereto and incorporated
21 herein by reference as part of Exhibit "D."

22 8. On October 14, 2008, a Notice of Violation and Notice of Defects were mailed by certified
23 mail, return receipt requested to OWNER. On December 9, 2008, a Notice of Violation and Notice of
24 Defects were mailed by certified mail, return receipt requested to the OWNER and INTERESTED
25 PARTIES and on July 17, 2009, was mailed by certified mail, return receipt requested to INTERESTED
26 PARTY, Oak Creek Community Association C/O Assessment Management Services. True and correct
27 copies of the notices and supporting documentation are attached hereto as part of Exhibit "E" and
28 incorporated herein by reference.

1 9. Follow-up inspections on February 2, 2009 and July 15, 2009 showed that the substandard
2 structure (single family dwelling with attached garage) remained on THE PROPERTY in violation of
3 Riverside County Ordinance No. 457 (RCC Title 15). True and correct photographs depicting the
4 substandard condition of the structure attached hereto as part of Exhibit "D" and incorporated herein by
5 reference.

6 10. Based upon my experience, knowledge and visual observations, it is my determination that
7 the substandard structure (single family residence with attached garage) on THE PROPERTY creates an
8 extreme health, safety, fire and structural hazard to the neighbors and general public.

9 11. A follow-up inspection on December 2, 2009 showed THE PROPERTY remained in
10 violation of Riverside County Ordinance No. 457 (RCC Title 15).

11 12. Furthermore, based on my observations of THE PROPERTY, I declare that the
12 SUBSTANDARD CONDITION of THE PROPERTY constitutes a public nuisance in violation of the
13 provisions set forth in Riverside County Ordinance No. 457 (RCC Title 15).

14 13. A Notice of Noncompliance was recorded on October 22, 2008 as Document Number
15 2008-0566767 in the Office of the County Recorder, Riverside County, State of California. A true and
16 correct copy of this notice is attached hereto as Exhibit "F" and incorporated herein by reference.

17 14. On November 3, 2009, the second notice, Notice to Correct County Ordinance Violations
18 and Abate Public Nuisance, providing the notification of the Board of Supervisors' hearing was mailed to
19 the OWNER and INTERESTED PARTIES by certified mail, return receipt requested and was posted on
20 THE PROPERTY on December 2, 2009. A true and correct copy of the notice, together with proof of
21 service, returned receipt card and the Affidavit of Posting of Notice are attached as Exhibit "G" and
22 incorporated herein by reference.

23 15. Significant rehabilitation, removal and/or demolition of the substandard structure and
24 removal and disposal of all structural debris are required to abate the public nuisance and bring THE
25 PROPERTY into compliance with Riverside County Ordinance Number 457 (RCC Title 15), the Health
26 and Safety, Uniform Housing, Administrative and Abatement of Dangerous Buildings Codes.

27 16. Accordingly, the following findings and conclusions are recommended:

28 (a) the structure (single family residence with attached garage) be condemned as a

1 substandard building, public nuisance and attractive nuisance;

2 (b) the OWNER be required to rehabilitate or demolish said structure, including the
3 removal and disposal of all structural debris and materials, on THE PROPERTY in accordance with the
4 provisions of Riverside County Ordinance No. 457 (RCC Title 15);

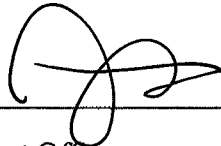
5 (c) the OWNER be ordered to ascertain the existence or non-existence of asbestos
6 containing materials in said structure by survey and materials sample testing through the Industrial
7 Hygiene Specialist of the County Health Department, Division of Special Services; and, prior to the
8 abatement ordered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

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

18 (e) that reasonable costs of abatement, after notice and opportunity for hearing, shall be
19 imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE
20 PROPERTY pursuant to Government Code Section 25845 and Riverside County Ordinance Nos. 457 and
21 725 (RCC Titles 15 and 1).

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

24 Executed this 10TH day of SEPTEMBER, 2009, at MURZIETA, California.

25
26
27
28


JANE TATE
Code Enforcement Officer
Code Enforcement Department

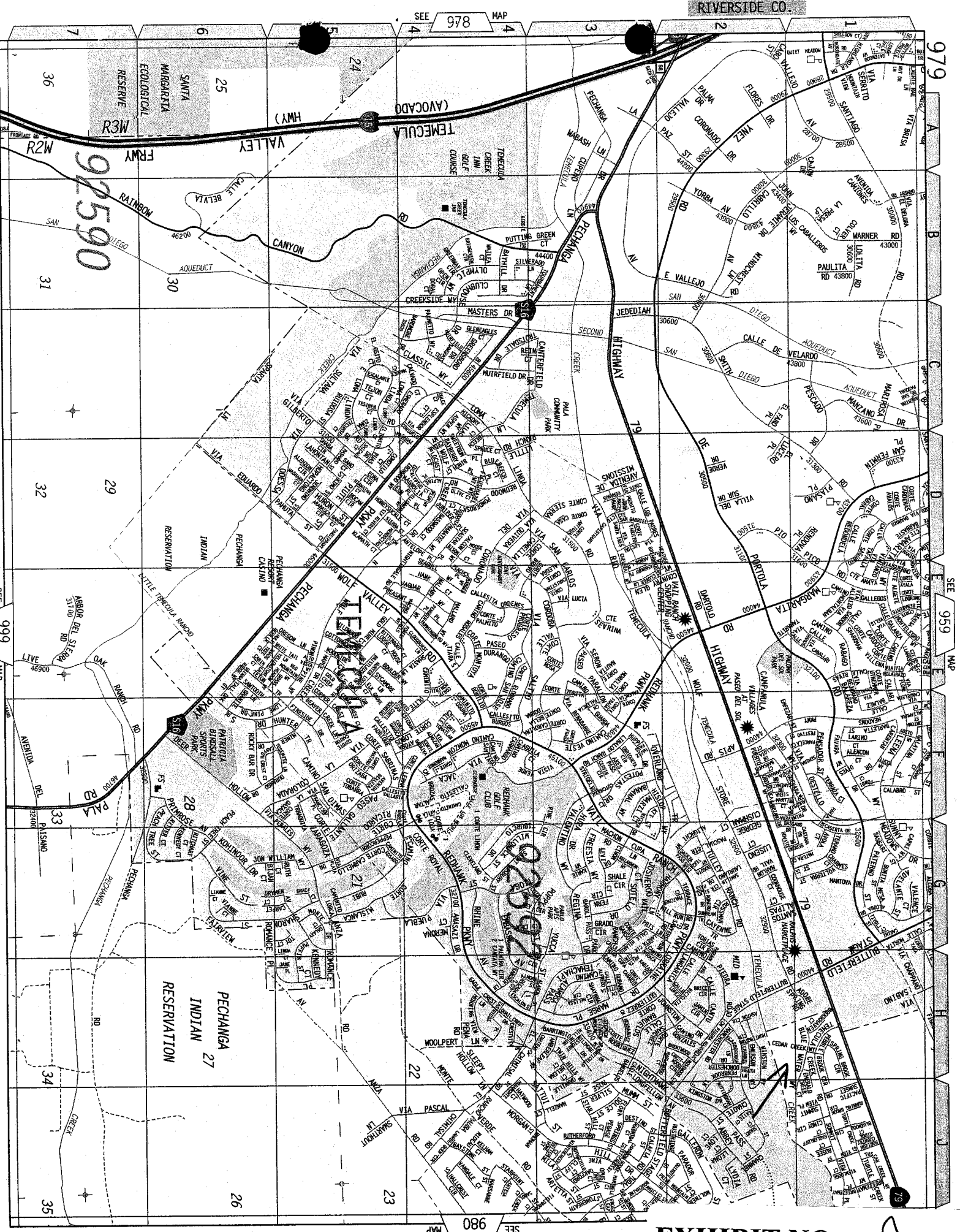


EXHIBIT NO. A

Assessment Roll For the 2007-2008 Tax Year as of January 1, 2007

Assessment #966030049-7		Parcel # 966030049-7	
Assessee:	ABADIR CHRISTIAN	Land	85,000
Mail Address:	33608 BLUE WATER WAY TEMECULA CA 92592	Structure	244,000
		Full Value	329,000
Real Property Use Code:	R1	Total Net	329,000
Base Year	2006		
Conveyance Number:	0875110		
Conveyance (mm/yy):	11/2006		
PUI:	R010012		
TRA:	94-197		
Taxability Code:	0-00		
ID Data:	Lot 49 MB 348/047 TR 29031		
Situs Address:	33608 BLUE WATER WAY TEMECULA CA 92592		

View Parcel Map

This must be in red to be a
"CERTIFIED COPY"

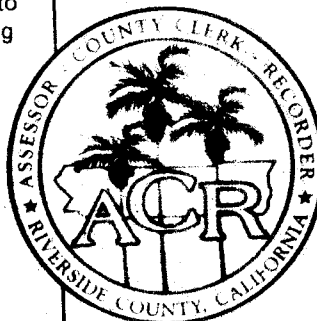
I hereby certify the foregoing instrument to which this stamp has been affixed consisting of 1 page to be a full, true and correct copy of the original on file and of record in my office.



Assessor - County Clerk - Recorder
County of Riverside, State of California

JUL 27 2009

Dated: _____



Certification must be in red to be a
"CERTIFIED COPY"

EXHIBIT NO. B

RIVERSIDE COUNTY GIS



Selected parcel(s):
966-030-049

IMPORTANT

This information is made available through the Riverside County Geographic Information System. The information is for reference purposes only. It is intended to be used as base level information only and is not intended to replace any recorded documents or other public records. Contact appropriate County Department or Agency if necessary. Reference to recorded documents and public records may be necessary and is advisable.

FULL REPORT

APN(s):

966-030-049-7

OWNER NAME / ADDRESS:

- 966-030-049
CHRISTIAN ABADIR
33608 BLUE WATER WAY
TEMECULA, CA. 92592

MAIL TO NAME/ADDRESS:

- 966-030-049
- (SEE OWNER)
- 33608 BLUE WATER WAY
- TEMECULA CA.. 92592

APN CAME FROM:

- 966-030-049
- CAME FROM: 952-800-049

LOT SIZE: - 966-030-049
- RECORDED LOT SIZE IS: 0.19 ACRES

PROPERTY CHARACTERISTICS: - 1. 966-030-049
- WOOD FRAME, 3573 SQFT., 4 BDRM/ 3 BATH, 2 STORY, ATTACHED GARAGE(739 SQ. FT),
CONST'D 2005, TILE ROOF, CENTRAL HEATING, CENTRAL COOLING,

ELEVATION (APPROXIMATE): - 1125 FEET

LEGAL DESCRIPTION: - APN: 966030049
- RECORDED BOOK/PAGE: MB 348/47
- SUBDIVISION NAME: TR 29031
- LOT/PARCEL: 49, BLOCK: NOT AVAILABLE
- TRACT NUMBER: 29031

BASE YEAR ASSESSMENT: - 966-030-049
- BASE YEAR: 2006

TOWNSHIP/RANGE: - T8SR2W SEC 15

CEMETERY DISTRICTS: - TEMECULA CEMETERY DISTRICT

CITY BOUNDARY/SPHERE: - CITY: NOT WITHIN A CITY
- CITY SPHERE: TEMECULA
- ANNEXATION DATE: JUL. 12, 2007
- LAFCO CASE #: 2006-20-1&3
- PROPOSALS: NONE

COMMUNITY: - IN OR PARTIALLY WITHIN RANCHO CALIFORNIA. SEE MAP FOR MORE INFORMATION.

2001 SUPERVISORIAL DISTRICT: - JEFF STONE, DISTRICT 3
as established by County Ordinance 813, August 14, 2001

AREA PLAN: - SOUTHWEST AREA

COACHELLA VALLEY MULTI-SPECIES HABITAT
CONSERVATION PLAN FEE AREA: - NOT WITHIN THE COACHELLA VALLEY MSHCP FEE AREA

COACHELLA VALLEY MULTI-SPECIES HABITAT
CONSERVATION PLAN - CONSERVATION
AREA: - NOT IN A CONSERVATION AREA

WESTERN RIVERSIDE MULTI-SPECIES
HABITAT CONSERVATION PLAN FEE AREA: - IN OR PARTIALLY WITHIN THE WESTERN RIVERSIDE MSHCP FEE AREA. SEE MAP FOR
MORE INFORMATION.

WESTERN RIVERSIDE COUNTY MSHCP AREA
PLAN: - NOT IN AN AREAPLAN

WESTERN RIVERSIDE COUNTY MSHCP CELL
GROUP: - NOT IN A CELLGROUP

WESTERN RIVERSIDE COUNTY MSHCP CELL
NUMBER: - 7274

IMPORTANT NOTICE: On October 7, 2003, the County of Riverside adopted a new General Plan. The General Plan provides new land use designations for all parcels in the unincorporated area of Riverside County. For any parcel, the General Plan may provide for a different type of land use than is provided for under existing zoning. During the next one to two years, the County will undertake a program to review all the zoning in the unincorporated area, and where necessary, change the zoning, following advertised public hearings, to conform to the County's new General Plan. Until then, please be advised that there may be a difference between the zoning and General Plan designations on any parcel. This may result in, at a minimum, the need to change the zoning before desired development may proceed. For further information, please contact the Riverside County Planning Department offices in Riverside at (951) 955-3200, in Murrieta at (951) 600-6170, or in Indio at (760) 863-8277.

LANDUSE DESIGNATION: Click [here](#) for landuse descriptions.
- MDR

- CHECK MAP TO CONFIRM LANDUSE DESIGNATION
- FOR MORE INFORMATION ABOUT LANDUSE DESIGNATIONS, CALL THE COUNTY'S PLANNING DEPARTMENT AT 951-955-3200.

ZONING CLASSIFICATION(S) ORD. 348: Click [here](#) for zoning classifications.
- R-5 (CZ 6688)

- CHECK MAP TO CONFIRM ZONING CLASSIFICATIONS
- FOR MORE INFORMATION ABOUT ZONING CLASSIFICATIONS, CALL THE COUNTY'S PLANNING DEPARTMENT AT 951-955-3200.

ZONING DISTRICT/AREA: - RANCHO CALIFORNIA AREA

OUTDOOR BILLBOARDS: - BILLBOARDS NOT PERMITTED BY ZONING

SPECIFIC PLAN: - NOT WITHIN A SPECIFIC PLAN

NOTE: Non-mapped Policy Area issues may exist on this parcel. Please contact the Planning Department at (951)955-3200 for more information.

MAPPED POLICY AREAS: - NONE

GENERAL PLAN POLICY OVERLAY: - NOT IN A GENERAL PLAN POLICY OVERLAY AREA

DEVELOPMENT AGREEMENT #: - NOT IN A DEVELOPMENT AGREEMENT AREA

REDEVELOPMENT AREAS: - NOT IN A REDEVELOPMENT AREA

AGRICULTURE PRESERVE: - NOT IN AN AGRICULTURE PRESERVE

AIRPORT INFLUENCE AREAS: - NOT IN AN AIRPORT INFLUENCE AREA

AIRPORT COMPATIBILITY ZONES: - NOT IN AN AIRPORT COMPATIBILITY ZONE

Planning Case Map information may not be complete, current, or up-to-date for this area. Please contact the Planning Department if more information is needed.

PLANNING CASE(S):

- PP18571 DESCRIPTION: MODEL COMPLEX AND SALES OFFICE/TR29031
APPLIED DATE: 04/16/2003 STATUS AS OF 07/21/2009: APPROVED
- CFG01655 DESCRIPTION: EA37850
APPLIED DATE: 10/19/2000 STATUS AS OF 07/21/2009: PAID
- PP18750 DESCRIPTION: TYFL AND FENCES AND WALL PLAN TR29031
APPLIED DATE: 07/17/2003 STATUS AS OF 07/21/2009: APPROVED
- MT055333 DESCRIPTION: TR29031 LOTS 31-33 42-46
APPLIED DATE: 09/07/2005 STATUS AS OF 07/21/2009: PAID
- TR29031 DESCRIPTION: DIVIDE 41.1 AC INTO 125 RES. LOTS (7,200 SF. MIN.)
APPLIED DATE: 11/24/1999 STATUS AS OF 07/21/2009: APPROVED
- MT054716 DESCRIPTION: TR29031 LOTS 10-14 47-49
APPLIED DATE: 08/08/2005 STATUS AS OF 07/21/2009: PAID
- HANS00065 DESCRIPTION: NOT AVAILABLE
APPLIED DATE: 06/09/2005 STATUS AS OF 07/21/2009: ABANDON
- MT054715 DESCRIPTION: TR29031 LOTS 10-14 47-49
APPLIED DATE: 08/08/2005 STATUS AS OF 07/21/2009: PAID
- CZ06499 DESCRIPTION: CHANGE ZONE FROM R-R TO R-1 FOR TR29031.
APPLIED DATE: 11/24/1999 STATUS AS OF 07/21/2009: APPROVED
- EA37850 DESCRIPTION: EA FOR TR29031 AND CZ06499.
APPLIED DATE: 11/24/1999 STATUS AS OF 07/21/2009: APPROVED

DEV. IMP. FEE AREA ORD. 659: - SOUTHWEST AREA

2000 CENSUS TRACT: - 043214

1990 FARMLAND DESIGNATION: - URBAN-BUILT UP LAND

2000 CENSUS DESIGNATION: - CENSUS DESIGNATION REPORT IS NOT AVAILABLE

INDIAN TRIBAL LANDS: - NOT IN A TRIBAL LAND

SCHOOL DISTRICT: - TEMECULA VALLEY UNIFIED

ROAD & BRIDGE DISTRICT: - NOT IN A DISTRICT

ROADBOOK PAGE:

- 133A

* BOUNDARIES ARE APPROXIMATIONS. USE FOR REFERENCE ONLY. SURVEY INFORMATION MUST BE CONSULTED OR PREPARED TO ACCURATELY DETERMINE ANY RIGHT-OF-WAY BOUNDARY.

CETAP CORRIDORS:

- NOT IN A CETAP CORRIDOR.

CIRCULATION ELEMENT ULTIMATE RIGHT-OF-WAY ROADS:

- NOT IN A CIRCULATION ELEMENT RIGHT-OF-WAY

EAST T.U.M.F. ORD. 673:

- NOT WITHIN THE EASTERN TUMF FEE AREA

WEST T.U.M.F. ORD. 824:

- IN OR PARTIALLY WITHIN THESE FEE AREAS. SEE MAP FOR MORE INFORMATION.
- SOUTHWEST

WATER DISTRICT:

- EASTERN MUNICIPAL WATER DISTRICT (EMWD)

FLOOD CONTROL DISTRICT:

- RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

FLOOD PLAIN REVIEW:

- NOT REQUIRED.

WATERSHED:

- SANTA MARGARITA

VEGETATION:

- FIELD CROPLANDS

SKR FEE AREA ORD. 663.10:

- IN OR PARTIALLY WITHIN A FEE AREA. SEE MAP FOR MORE INFORMATION.

HANS/ERP PROJECT:

- NONE

FAULT ZONE:

- NOT IN A FAULT ZONE

FAULTS:

- NOT WITHIN A 1/2 MILE OF A FAULT

LIQUEFACTION POTENTIAL:

- VERY HIGH

SUBSIDENCE:

- SUSCEPTIBLE

HIGH FIRE AREA ORD. 787:

- NOT IN A HIGH FIRE AREA

STATE RESPONSIBILITY AREAS:

- NOT IN A STATE RESPONSIBILITY AREA

LIGHTING ORD. 655:

- ZONE A, 14.94 MILES.

COUNTY SERVICE AREA:

- IN OR PARTIALLY WITHIN
MURRIETA #143 -
NO INFORMATION AVAILABLE

BUILDING PERMIT(S):

-BXX042310 DESCRIPTION: GARDEN WALL TR29031 LOT 9
APPLIED DATE: 10/30/2003 STATUS AS OF 07/21/2009: EXPIRED
-BXX042301 DESCRIPTION: GARDEN WALL TR29031 LOT 1
APPLIED DATE: 10/30/2003 STATUS AS OF 07/21/2009: EXPIRED
-BXX042317 DESCRIPTION: GARDEN WALL TR29031 LOT 16
APPLIED DATE: 10/30/2003 STATUS AS OF 07/21/2009: EXPIRED
-BXX042312 DESCRIPTION: GARDEN WALL TR29031 LOT 11
APPLIED DATE: 10/30/2003 STATUS AS OF 07/21/2009: EXPIRED
-BXX042306 DESCRIPTION: GARDEN WALL TR29031 LOT 5
APPLIED DATE: 10/30/2003 STATUS AS OF 07/21/2009: EXPIRED
-BXX045284 DESCRIPTION: GARDEN WALL TR29031 LOT 69
APPLIED DATE: 02/05/2004 STATUS AS OF 07/21/2009: FINAL
-BXX042304 DESCRIPTION: GARDEN WALL TR29031 LOT 3
APPLIED DATE: 10/30/2003 STATUS AS OF 07/21/2009: EXPIRED
-BXX042308 DESCRIPTION: GARDEN WALL TR29031 LOT 7

APPLIED DATE: 10/30/2003 STATUS AS OF 07/21/2009: EXPIRED
 -BXX042315 DESCRIPTION: GARDEN WALL TR29031 LOT 14
 APPLIED DATE: 10/30/2003 STATUS AS OF 07/21/2009: EXPIRED
 -BXX042314 DESCRIPTION: GARDEN WALL TR29031 LOT 13
 APPLIED DATE: 10/30/2003 STATUS AS OF 07/21/2009: EXPIRED
 -BXX045285 DESCRIPTION: GARDEN WALL TR29031 LOT 70
 APPLIED DATE: 02/05/2004 STATUS AS OF 07/21/2009: FINAL
 -BXX036961 DESCRIPTION: GARDEN WALL TR29031 LOT 50
 APPLIED DATE: 07/01/2003 STATUS AS OF 07/21/2009: FINAL
 -BXX042307 DESCRIPTION: GARDEN WALL TR29031 LOT 6
 APPLIED DATE: 10/30/2003 STATUS AS OF 07/21/2009: EXPIRED
 -BXX045283 DESCRIPTION: GARDEN WALL TR29031 LOT 126
 APPLIED DATE: 02/05/2004 STATUS AS OF 07/21/2009: FINAL
 -BXX042313 DESCRIPTION: GARDEN WALL TR29031 LOT 12
 APPLIED DATE: 10/30/2003 STATUS AS OF 07/21/2009: EXPIRED
 -BXX045286 DESCRIPTION: GARDEN WALL TR29031 LOT 71
 APPLIED DATE: 02/05/2004 STATUS AS OF 07/21/2009: FINAL
 -BXX036960 DESCRIPTION: GARDEN WALL TR29031 LOT 49
 APPLIED DATE: 07/01/2003 STATUS AS OF 07/21/2009: FINAL
 -BXX036959 DESCRIPTION: GARDEN WALL TR29031 LOT 48
 APPLIED DATE: 07/01/2003 STATUS AS OF 07/21/2009: FINAL
 -BXX042305 DESCRIPTION: GARDEN WALL TR29031 LOT 4
 APPLIED DATE: 10/30/2003 STATUS AS OF 07/21/2009: EXPIRED
 -BXX045282 DESCRIPTION: GARDEN WALL TR29031 LOT 125
 APPLIED DATE: 02/05/2004 STATUS AS OF 07/21/2009: FINAL
 -BXX050402 DESCRIPTION: GARDEN WALL TR29031 LOT 49
 APPLIED DATE: 08/18/2004 STATUS AS OF 07/21/2009: FINAL
 -BHR080155 DESCRIPTION: FIRE DAMAGE INSPECTION
 APPLIED DATE: 05/16/2008 STATUS AS OF 07/21/2009: FINAL
 -BXX042316 DESCRIPTION: GARDEN WALL TR29031 LOT 15
 APPLIED DATE: 10/30/2003 STATUS AS OF 07/21/2009: EXPIRED
 -BXX042303 DESCRIPTION: GARDEN WALL TR29031 LOT 2
 APPLIED DATE: 10/30/2003 STATUS AS OF 07/21/2009: EXPIRED
 -BXX045408 DESCRIPTION: RETAINING WALL & GARDEN WALL TR29031 LOT 10
 APPLIED DATE: 02/11/2004 STATUS AS OF 07/21/2009: FINAL
 -BXX042311 DESCRIPTION: GARDEN WALL TR29031 LOT 10
 APPLIED DATE: 10/30/2003 STATUS AS OF 07/21/2009: EXPIRED
 -BXX045406 DESCRIPTION: RETAINING WALL & GARDEN WALL TR29031 LOT 9
 APPLIED DATE: 02/11/2004 STATUS AS OF 07/21/2009: FINAL
 -BXX042309 DESCRIPTION: GARDEN WALL TR29031 LOT 8
 APPLIED DATE: 10/30/2003 STATUS AS OF 07/21/2009: EXPIRED
 -BXX045287 DESCRIPTION: GARDEN WALL TR29031 LOT 72
 APPLIED DATE: 02/05/2004 STATUS AS OF 07/21/2009: FINAL
 -BXX036962 DESCRIPTION: GARDEN WALL TR29031 LOT 51
 APPLIED DATE: 07/01/2003 STATUS AS OF 07/21/2009: FINAL
 -BAR090034 DESCRIPTION: REHAB FIRE DAMAGE SINGLE FAMILY RESIDENCE/GARAGE
 APPLIED DATE: 02/17/2009 STATUS AS OF 07/21/2009: PLANCK

CODE COMPLAINTS:

- NO CODE COMPLAINTS

ENVIRON. HEALTH CASE(S):

- NO ENVIRONMENTAL CASES

TAX RATE AREAS:

- 094-197
 • COUNTY FREE LIBRARY
 • COUNTY STRUCTURE FIRE PROTECTION

- COUNTY WASTE RESOURCE MGMT DIST
- CSA 129
- CSA 152
- EASTERN MUN WATER IMP DIST B
- EASTERN MUN WTR IMP DIST U-8
- EASTERN MUNICIPAL WATER
- ELS MURRIETA ANZA RESOURCE CONS
- ELSINORE AREA ELEM SCHOOL FUND
- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZONE 7
- GENERAL
- GENERAL PURPOSE
- METRO WATER EAST 1301999
- MT SAN JACINTO JUNIOR COLLEGE
- RANCHO CAL WTR R DIV DEBT SV
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- TEMECULA PUBLIC CEMETERY
- TEMECULA UNIFIED
- TEMECULA UNIFIED B & I

SURFACE MINES:

- NO SURFACE MINES

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.

COMMUNITY FACILITY DISTRICTS:

- NAME: EMWD (TEMECULA CREEK)
- DISTRICT NUMBER: 2003-12

THOMAS BROS. MAPS PAGE/GRID:

- PAGE 979- GRID H1

SPECIAL NOTES:

- NO SPECIAL NOTES

REPORT PRINTED ON...Tue Jul 21 12:11:01 2009



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: CV08-08056 / Anna Vasquez

IN RE: ABADIR, CHRISTIAN

Order Number:

19348

Order Date: 7/16/2009

Dated as of: 7/10/2009

County Name: Riverside

FEE(s):

Report: \$60.00

Property Address: 33608 Blue Water Way

Temecula

CA 92592

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. : 966-030-049-7

Assessments:	Land Value:	\$156,060.00
	Improvement Value:	\$322,940.00
	Exemption Value:	\$0.00
	Total Value:	\$479,000.00

Property Taxes for the Fiscal Year	2008-2009
First Installment	\$4,073.58
Penalty	\$407.35
Status	NOT PAID-DELINQUENT
Second Installment	\$4,073.58
Penalty	\$438.35
Status	NOT PAID-DELINQUENT

Notice of Non-Compliance filed by

In the matter of the property of

Case No.

Recorded

County of Riverside Department of Code Enforcement

Christian Abadir

CV08-08056

10/22/2006



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

Order Number: 19348

Reference: CV08-08056 / Ann

Document No.	2008-0566767
A Notice of Assessment Lien Recorded	12/17/2008
Document No.	2008-0657932
Owner	Christian Abadir, an unmarried man
Claimant	Oak Creek Community Association

When recorded please mail to:
Mail Stop #5155
Code Enforcement Department
39493 Los Alamos Road
Murrieta, CA 92563

DOC # 2008-0566767

10/22/2008 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



NOTICE OF NONCOMPLIANCE

In the matter of the Property of)

Case No. CV08-08056

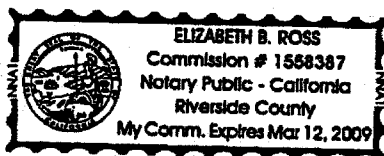
Christian Abadir)



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 15.16) described as Substandard Structure- fire damage. Such proceedings are based upon the noncompliance of such real property, located at 33608 Blue Water Way, Temecula, CA, and more particularly described as Assessor's Parcel Number 966-030-049 and having a legal description of .19 ACRES M/L IN LOT 49 MB 348/047 TR 29031, Records of Riverside County, with the requirements of Ordinance No. 457, (RCC Title 15.16).

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, 39493 Los Alamos Road, Murrieta, CA 92563; Attention Code Enforcement Officer Angela Frazier, (951) 600-6140.

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



COUNTY OF RIVERSIDE
DEPARTMENT OF CODE ENFORCEMENT

By

Mark Slocum
Mark Slocum

Code Enforcement Department

ACKNOWLEDGMENT

State of California)
County of Riverside)

On 10/16/08 before me, Elizabeth B. Ross, Notary Public, personally appeared Mark Slocum, 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.

Elizabeth B. Ross

Commission # 1558387 Comm. Expires March 12, 2009

Public Record

DOC # 2008-0657932

12/17/2008 08:00A Fee:15.00

Page 1 of 3

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



Glenn M. Perrell Atty @ law 4

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:OAK CREEK COMMUNITY ASSOCIATION
C/O ASSESSMENT MANAGEMENT SERVICES
1 POLARIS WAY, SUITE 100
ALISO VIEJO, CA 92656

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
									643

OA-KTE 0049-01

NOTICE OF DELINQUENT ASSESSMENT

In accordance with California Civil Code section 1367.1, and Article VI of the Declaration of Restrictions recorded on December 19, 2003 as Instrument No. 03-992544 of Official Records of Riverside County, California, and effective on the date of recordation of this notice, the OAK CREEK COMMUNITY ASSOCIATION has a lien on the property described below in Paragraph 1, in the amount listed in Paragraph 3.

C
043

1. The property against which the lien is imposed is commonly referred to as: APN # 966-030-049, located at 33608 Blue Water Way, Temecula, CA 92592, and more particularly described as: Lot 49 of Tract No. 29031, as per map recorded in Book 348, Page(s) 47 through 52, in the office of the County Recorder of Riverside County.
2. The owner(s) of record of the property described in Paragraph 1 is(are): CHRISTIAN ABADIR, an unmarried man
3. The amount due under this assessment lien is: \$ 569.62

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

and such future sums which may accrue under the terms of the CC&R's.

4. The name and address of the trustee authorized to enforce the lien is SBS Lien Services, 31194 La Baya Dr., Suite #106, Westlake Village, CA 91362.

Date: November 9, 2008

Board of Directors of:
OAK CREEK COMMUNITY ASSOCIATIONBy:
ASSESSMENT MANAGEMENT SERVICES
Agent for Homeowners Association

By:

WILLIAM TURNER

FINANCIAL SERVICES MANAGER

EXHIBIT "A"

All Balances

ASSOC: OA-KTE OAK CREEK COMMUNITY

Management Co: MERIT PROPERTY MANAGEMENT, INC
 1 POLARIS WAY SUITE 100
 ALISO VIEJO, CA 92656

Unit Resident	Status Move In	Late Fees	NSF Checks	LT/UNT Address		
Comment	Batch No Date	Type CC AC	Description		Amount	Balance

0049 01 CHRISTIAN ABADIR	C 10/01/2005	710/31/2008	101/11/2006 49	33608 BLUE WATER WAY		
	01551464 07/01/2008	CHG 01 IP	ASSESSMENT		32.00	32.00
	01569940 08/01/2008	CHG 01 IP	ASSESSMENT		32.00	32.00
	01590159 09/01/2008	CHG 01 IP	ASSESSMENT		32.00	32.00
	01607829 10/01/2008	CHG 01 IP	ASSESSMENT		32.00	32.00

	01 Balance:					128.00
	01502510 03/05/2008	CHG IT CR	IT PSTDUE ASMNTS		0.32	0.32
	01517380 04/03/2008	CHG IT CR	IT PSTDUE ASMNTS		0.10	0.10
	01533191 05/05/2008	CHG IT CR	IT PSTDUE ASMNTS		0.42	0.42
	01548504 06/04/2008	CHG IT CR	IT PSTDUE ASMNTS		0.84	0.84
	01566305 07/02/2008	CHG IT CR	IT PSTDUE ASMNTS		0.08	0.08
	01586859 08/05/2008	CHG IT CR	IT PSTDUE ASMNTS		1.50	1.50
	01604866 09/04/2008	CHG IT CR	IT PSTDUE ASMNTS		1.92	1.92
	01624008 10/02/2008	CHG IT CR	IT PSTDUE ASMNTS		3.44	3.44

	IT Balance:					8.62
	01548637 05/31/2008	CHG LF CR	LATE FEE		10.00	8.00
	01560879	PMT LF CR	Lckbx Pmt	06/23/2008	-2.00	
	01586670 07/31/2008	CHG LF CR	LATE FEE		10.00	10.00
	01604650 08/31/2008	CHG LF CR	LATE FEE		10.00	10.00
	01623758 09/30/2008	CHG LF CR	LATE FEE		10.00	10.00

	LF Balance:					38.00
	01550013 06/06/2008	CHG LL CR	LIEN LTR W/ TITLE		110.00	110.00
	01598280 08/22/2008	CHG LL CR	LIEN LTR W/ TITLE		110.00	110.00

	LL Balance:					220.00
	01635331 10/21/2008	CHG LN CR	LIEN		175.00	175.00

	LN Balance:					175.00

Balance:						569.62


STATE OF CALIFORNIA)

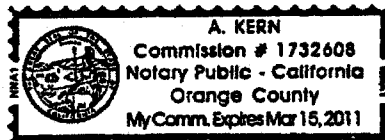
COUNTY OF ORANGE)

On December 9, 2008 before me, A Kern, a Notary Public, personally appeared William Turner, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.


A Kern, Notary Public





8826 Ocean View Ave. #H
Whittier, CA 90605
Tel # (562) 325-8351
Fax # (714) 783-3038

Lot Book Report

Order Number: **18211**

Customer:

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

Attn: Brent Steele
Reference: CV08-08056/ LaKesha Covington
IN RE: ABADIR, CHRISTIAN

Order Date: 10/14/2008

Dated as of: 10/15/2008

County Name: Riverside

FEE(s):

Report: \$120.00

Property Address: 33608 Blue Water Way
Temecula CA 92592

Assessor's Parcel No. : 966-030-049-7

Assessments:

Land Value:	\$168,000.00
Improvement Value:	\$311,000.00
Exemption Value:	\$0.00
Total Value:	\$479,000.00

Tax Information

Property Taxes for the Fiscal Year	2008-2009
First Installment	\$4,091.49
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 12/10/2008)
Second Installment	\$4,091.49
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2009)



8826 Ocean View Ave. #H
Whittier, CA 90605
Tel # (562) 325-8351
Fax # (714) 783-3038

Order Number: 18211

Reference: CV08-08056/ LaK

Property Vesting

The last recorded document transferring title of said property

Dated	11/29/2006
Recorded	11/29/2006
Document No.	2006-0875110
D.T.T.	\$0.00
Grantor	Samir Abadir and Mereille Abadir, husband and wife as joint tenants
Grantee	Christian Abadir, an unmarried man

Deeds of Trust

Position No.	1st
A Deed of Trust Dated	12/06/2006
Recorded	12/12/2006
Document No.	2006-0909812
Amount	\$592,500.00
Trustor	Christian Abadir, an unmarried man
Trustee	National City Bank
Beneficiary	National City Mortgage a division of National City Bank
Assignment Dated	02/19/2007
Recorded	03/08/2007
Document No.	2007-0160770
Assigned to	National City Mortgage Co., a Subsidiary of National City Bank
Notice of Default Recorded	08/14/2008
Document No.	2008-0448926
Substitution of Trustee Recorded	09/30/2008



8826 Ocean View Ave. #H
Whittier, CA 90605
Tel # (562) 325-8351
Fax # (714) 783-3038

Order Number: 18211

Reference: CV08-08056/ LaK

Document No.	2008-0529964
Trustee	Cal-Western Reconveyance Corporation
Position No.	2nd
A Deed of Trust Dated	12/06/2006
Recorded	12/12/2006
Document No.	2006-0909813
Amount	\$118,000.00
Trustor	Christian Abadir, an unmarried man
Trustee	National City Bank
Beneficiary	National City Mortgage a division of National City Bank a National Banking Association

Additional Information

NO JUDGMENTS AND/OR LIENS FOUND.

A Bankruptcy filed by	Mereille M. Abadir
Social Security Number(s)	None Shown
Date filed	05/23/2008
Case No.	16063MJ

Legal Description

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

LOT 49 OF TRACT NO. 29031, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 348, PAGES 47 THROUGH 52, INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

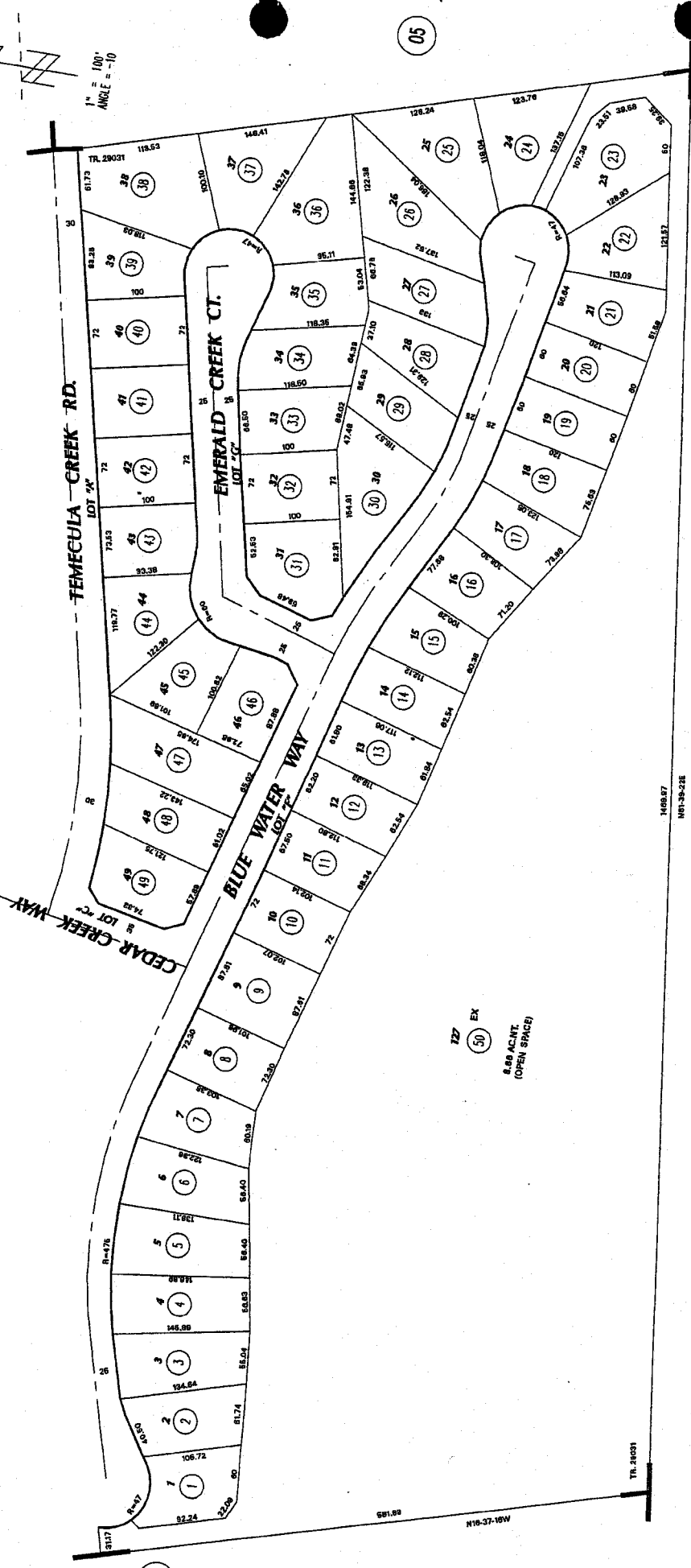
POR. PROTRACTED SEC. 15 T. 8S., R. 2W
CITY OF TEMECULA

966-03
952-80

TRA 094-197

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

MAR 15 2007



ASSESSOR'S MAP BK966 PG. 03
Riverside County, Calif.

MB 348/47-52 TRACT NO. 29031

Oct 2006

ALA

DOC # 2006-0875110

11/29/2006 08:00A Fee:7.00

Page 1 of 1

Recorded in Official Records
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Christian Abadir

33608 Blue Water Way

Temecula, Ca. 92592

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			1						6
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
									605

A.P.N.: 952-800-049-5 TRA #:

GRANT DEED

(13)

C
605

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY § 2
☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale,
☐ unincorporated area; ☐ City of Temecula, and

FOR A VALUABLE CONSIDERATION, Receipt of which is hereby acknowledged,
 Samir Abadir and Mereille Abadir, Husband and Wife as Joint Tenants

hereby GRANT(S) to Christian Abadir, an unmarried Man

the following described property in the County of Riverside, State of California;

Lot 49 of Tract 29031, in the unincorporated area of Riverside County as shown by Map on file in Book 348,
 Pages 47 through 52, Inclusive of Maps, in the Office of the County Recorder of Riverside County, State of
 California.

Samir Abadir

Mereille Abadir

Document Date: November 29, 2006

STATE OF CALIFORNIA,

COUNTY OF Riverside

JSS

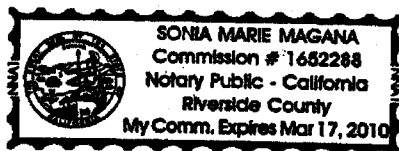
On November 29, 2006

before me,

Sonia Marie Magana, Notary Publicpersonally appeared Samir Abadir and Mereille Abadir

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

WITNESS my hand and official seal.

Signature: Sonia Marie Magana

This area for official notarial seal.

to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "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

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the
County of Riverside :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE ATTACHED LEGAL DESCRIPTION

Parcel ID Number: 952-800-049-5
33608 BLUE WATER WAY,
TENCULA
("Property Address"):

which currently has the address of
[Street]
[City], California 92592 [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 COVENANTS that Borrower is lawfully seised 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.

**Recording Requested by
CHICAGO TITLE COMPANY**

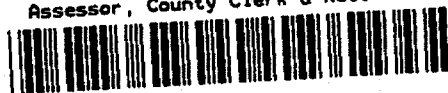
Recording Requested By:
FINA GELSOMINO

Return To:

National City Bank
P.O. Box 8800
Dayton, OH 45401-8800

DOC # 2006-0909812
12/12/2006 08:00A Fee:78.00

Page 1 of 24
Recorded in Official Records
County of Riverside
Larry U. Ward
Assessor, County Clerk & Recorder



Prepared By:
FINA GELSOMINO

National City Bank
P.O. Box 8800
Dayton, OH 45401-8800

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029

DEED OF TRUST

78



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 December 6, 2006 together with all Riders to this document.

(B) "Borrower" is

CHRISTIAN ABADIR An Unmarried Man

Borrower's address is 33608 BLUE WATER WAY TEMECULA, California 92592

. Borrower is the trustor under this Security Instrument.

(C) "Lender" is National City Mortgage a division of

National City Bank
Lender is a National Banking Association
organized and existing under the laws of United States

CALIFORNIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3005 1/01

VMP-6(CA) (0207)

Page 1 of 15

Initials: 

VMP MORTGAGE FORMS - (800)521-7291



Lender's address is 3232 NEWMARK DRIVE, MIAMISBURG, OH 45342

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is NATIONAL CITY BANK

(E) "Note" means the promissory note signed by Borrower and dated December 6, 2006

The Note states that Borrower owes Lender

FIVE HUNDRED NINETY TWO THOUSAND FIVE HUNDRED & 00/100 Dollars
(U.S. \$ 592,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than January 1, 2037

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

(G) "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.

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

(I) "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.

(J) "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.

(K) "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.

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

(M) "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.

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

(O) "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.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard

SCHEDULE A

Order No: 607054393 F03

Your Ref: T28456-JD

3. The land referred to in this report is situated in the State of California, County of RIVERSIDE and is described as follows:

LOT 49 OF TRACT 29031, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 348 PAGES 47 THROUGH 52, INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

PREA -10/31/97bk

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. 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.

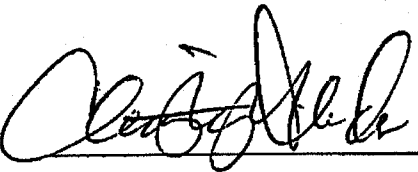
23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without 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.

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.

Witnesses:

 (Seal)
CHRISTIAN ABADIR -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

 -6(CA) (0207)

Page 14 of 15

Form 3005 1/01



State of California

County of *Riverside*

On *12-0-06*

} ss.

before me, *Loretta Selby, A Notary Public*

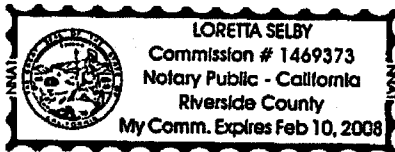
personally appeared

CHRISTIAN ABADI

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

WITNESS my hand and official seal.

Loretta Selby (Seal)



AS
Initials

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 6th day of December 2006, 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 (the "Borrower") to secure Borrower's Note to National City Mortgage a division of National City Bank (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

33608 BLUE WATER WAY, TEMECULA, California 92592

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

(the "Declaration"). The Property is a part of a planned unit development known as **TEMECULA**

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3150 1/01

Page 1 of 3

Initials

 -7R (0411)

VMP Mortgage Solutions, Inc. (800)521-7291



B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and 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, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

VMP-7R (0411)


Page 2 of 3

Initials 

Form 3150 1/01

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

-Borrower

(Seal)  (Seal)
CHRISTIAN ABADIR -Borrower

-Borrower


(Seal) _____ (Seal)
-Borrower

-Borrower

(Seal) _____ (Seal)
-Borrower

-Borrower

(Seal) _____ (Seal)
-Borrower

 -7R (0411)

Page 3 of 3

Form 3150 1/01

ADJUSTABLE RATE RIDER

(Index: One-Year London Interbank Offered Rate ("LIBOR") As Published in *The Wall St. Journal* - Rate Caps)
(Assumable after Initial Period) (45 Day Lookback)

This Adjustable Rate Rider is made this 6th day of December 2006, 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 (the "Borrower") to secure Borrower's Adjustable Rate Note as amended and supplemented by the Interest Only Payment Period Note Addendum to Adjustable Rate Note (collectively the "Note") to
National City Mortgage
a division of National City Bank
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

33608 BLUE WATER WAY , TEMECULA , California 92592

[Property Address]

THE NOTE PROVIDES FOR A PERIOD OF MONTHLY PAYMENTS OF INTEREST ONLY FOLLOWED BY MONTHLY PAYMENTS OF BOTH PRINCIPAL AND INTEREST. THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INITIAL INTEREST RATE AND MONTHLY PAYMENT DURING AND AFTER THE INTEREST ONLY PAYMENT PERIOD. THE NOTE ALSO LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE 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. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 5.750 %. The First Principal and Interest Due Date is the first monthly payment date after the ONE HUNDRED TWENTIETH monthly payment is due. The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of January 2012, and may change on that day every twelfth (12th) month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index.

The "Index" is the One-year Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market, 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 based upon comparable information. The Note Holder will give me notice of this choice.

ADRIYI

Page 1 of 4

One-year LIBOR Interest Only Rider - Multistate
120 Interest Only Payments
Assumable After Initial Period



(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding

TWO AND ONE-QUARTER 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 my new monthly payment as follows:

(i) **Interest Only Payment Period.** For monthly payments due after the first Change Date up to but not including the First Principal and Interest Due Date, the Note Holder will determine the amount of the monthly payment that would be sufficient to pay the interest that accrues on the unpaid principal that I am expected to owe at the Change Date at my new interest rate determined above in this Section 4(C). The result of this calculation will be the new amount of my Interest Only Payment until the next Change Date unless I make a partial Prepayment as provided in Section 5 of the Note.

(ii) **Principal and Interest Payments Due Beginning With the First Principal and Interest Due Date.** For monthly payments due on or after the First Principal and Interest Due Date, the Note Holder will 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 determined above in this Section 4(C) 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 **10.750** % or less than **2.250** %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage points (**2.000** %) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than **10.750** %.

(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 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 interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given 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 INTEREST RATE CHANGES UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT 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. AFTER BORROWER'S INITIAL INTEREST RATE CHANGES 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 may also 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.

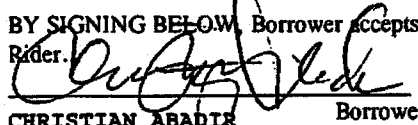
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security 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.

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Page 3 of 4

One-year LIBOR Interest Only Rider - Multistate
120 Interest Only Payments
Assumable After Initial Period

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

 (Seal)
CHRISTIAN ABADIR Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

ADR4Y1

Page 4 of 4

One-year LIBOR Interest Only Rider - Multistate
120 Interest Only Payments
Assumable After Initial Period



GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary _____

Notary Identification Number _____

Vender Identification Number _____

County Where Bond Is Filed _____

Date Commission Exp _____

SPL, Inc. as agent

DATE: ____/____/____

Signature

State of California)
County of _____)

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

I CERTIFY UNDER PENALTY OF PERJURY THAT THIS MATERIAL IS A TRUE COPY OF THE ORIGINAL MATERIAL CONTAINED IN THE DOCUMENT:

Christian Abadir

DATE: 12.12.06

SPL, Inc. as agent

Signature

Revised 9/6/06 R.1

This Instrument Prepared By:
Leslie Bullio
After Recording Return To:
National City Mortgage
P. O. Box 8800
Dayton, OH 45401-8800
(937) 910-2852

DOC # 2007-0160770

03/08/2007 08:00A Fee:9.00

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry H. Ward

Assessor, County Clerk & Recorder



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1			1		1				
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
									049

Parcel:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NCM#: 5290089

MIN and MERS Phone:

ABADIR, CHRISTIAN

Recording District: Riverside

M
049

ASSIGNMENT OF Deed of Trust

For value received, the undersigned, hereby grants, assigns and transfers to: National City Mortgage Co., a subsidiary of National City Bank located at 3232 Newmark Drive, Miamisburg, OH 45342, all beneficial interest under that certain Deed of Trust dated 12/6/2006 executed by:

Trustor(s) **CHRISTIAN ABADIR**

to NATIONAL CITY BANK for NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK, in the amount of: \$592,500.00, recorded 12/12/2006 as Instrument No.: 2006-0909812 in Book/Volume: Page: of the Official Records of Riverside County, California describing the land therein:

Property Address: **33608 BLUE WATER WAY, TEMECULA, CA 92592**

Legal Description As Per Deed of Trust Referred To Herein

Together with the Note or Notes therein described or referenced to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

National City Mortgage, a division of National City
Bank


Jeff Blum, Supervisor

State of OHIO County of MONTGOMERY

On 2/19/2007 before me, Christa Dahlinghaus the undersigned, a Notary Public in and for the State of OHIO, personally appeared Jeff Blum, Supervisor of National City Mortgage, a division of National City Bank personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that for his signature on the instrument the person, or the entity upon behalf of which he acted, executed the instrument.



Christa Dahlinghaus, Notary Public in and for the State of OHIO

My Commission Expires: 7/2/2011 My County of Residence: MONTGOMERY



CHRISTA DAHLINGHAUS
Notary Public, State of Ohio
My Commission Expires:
July 2, 2011

Recording Requested By
When Recorded Mail To

Cal-Western Reconveyance Corp.
P.O. Box 22004
525 East Main Street
El Cajon CA 92022-9004

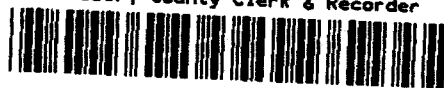
DOC # 2008-0448926

08/14/2008 08:00A Fee:14.00

Page 1 of 2

Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder



Trustee Sale No. 1163375-04

Space Above

Loan No. XXXXXX0089 Ref: ABADIR, CHRISTIAN

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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NOTICE OF DEFAULT

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice). This amount is \$8,668.13 as of August 13, 2008, and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three-month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

NATIONAL CITY MORTGAGE A DIVISION OF NATIONAL CITY BANK

C/O Cal-Western Reconveyance Corporation
P.O. Box 22004
525 East Main Street
El Cajon CA 92022-9004
(619)590-9200

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan.

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember, **YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.**

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN:

CAL-WESTERN RECONVEYANCE CORPORATION is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary

under a deed of trust dated December 06, 2006 executed by

CHRISTIAN ABADIR AN UNMARRIED MAN
as trustor, to secure certain obligations in favor of

NATIONAL CITY MORTGAGE A DIVISION OF NATIONAL CITY BANK
as beneficiary

recorded as document 2006-0909812 on December 12, 2006 in book XX page XX official records in the office of County Recorder of RIVERSIDE County, California, describing land therein as:

COMPLETELY DESCRIBED IN SAID DEED OF TRUST

said obligations including a promissory note for the principal sum of \$592,500.00 that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

Failure to pay the monthly payment due June 1, 2008 of interest only and subsequent installments due thereafter; plus late charges; together with all subsequent sums advanced by beneficiary pursuant to the terms and conditions of said deed of trust.

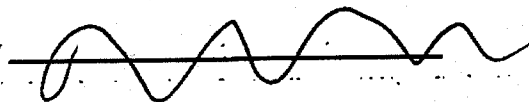
That by reason thereof the present beneficiary under such Deed of Trust has deposited with said trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

T.S. 1163375-04

Dated: August 13, 2008

CAL-WESTERN RECONVEYANCE CORPORATION by Old Republic Default Management Services, a Division of Old Republic National Title Insurance Company, through its Authorized Agent, SPL, Inc.

Signature By



RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

CAL-WESTERN RECONVEYANCE CORPORATION
525 EAST MAIN STREET
P.O. BOX 22004
EL CAJON CA 92022-9004



33

SPAC

LOAN NO.: XXXXXX0089 T.S. NO.: 1163375-04

DOC # 2008-0529964

09/30/2008 08:00A Fee:15.00

Page 1 of 3

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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SUBSTITUTION OF TRUSTEE

This Form Provided By Cal-Western Reconveyance Corporation

15-
680
1

WHEREAS, CHRISTIAN ABADIR AN UNMARRIED MAN was the original Trustor,

NATIONAL CITY BANK
was the original Trustee,

and NATIONAL CITY MORTGAGE A DIVISION OF NATIONAL CITY BANK was the original
Beneficiary

under that certain Deed of Trust dated December 06, 2006 and recorded on December 12, 2006 as
Instrument No. 2006-0909812, in book XX, page XX of Official Records of RIVERSIDE County,
California, and

WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and WHEREAS,
the undersigned desires to substitute a new Trustee under said Deed of Trust in the place and stead of
present Trustee thereunder, in the manner in said Deed of Trust provided.

NOW, THEREFORE, the undersigned hereby substitutes

CAL-WESTERN RECONVEYANCE CORPORATION
525 EAST MAIN STREET, P.O. BOX 22004
EL CAJON CA 92022-9004

as Trustee under said Deed of Trust.

SUBSTITUTION OF TRUSTEE

LOAN NO: 0089
TS NO: 1163375-01

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Dated: 8/13/08

National City Mortgage Co, A subsidiary of National City Bank of Indiana n/k/a National City Bank

Teresa S. Clopp
Teresa S. Clopp
Authorized Signer

Laura Cauper
Laura Cauper
Authorized Signer

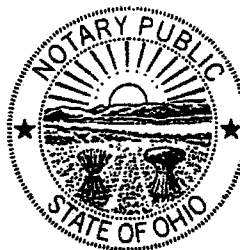
STATE OF: Ohio
COUNTY OF: Montgomery

On 8/13/08 before me, Teresa L. Slaven, a Notary Public in and for said state, personally appeared Teresa S. Clopp and Laura Cauper personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the document.

WITNESS my hand and official seal.

This area for official Notary Seal

Signature T L Sl



TERESA L. SLAVEN, Notary Public
In and for the State of Ohio
My Commission Expires Jan. 29, 2009

Page 2 of 2

2008CAORUTsubNCMC BofIN.doc



**CAL-WESTERN
RECONVEYANCE
CORPORATION**

T.S NO. 1163375-04

LOAN NO. 0089

**AFFIDAVIT OF MAILING SUBSTITUTION OF TRUSTEE
PURSUANT TO CALIFORNIA CIVIL CODE §2934a**

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

THE UNDERSIGNED BEING SWORN, SAY(S):

A COPY OF THE SUBSTITUTION OF TRUSTEE HAS BEEN MAILED, PRIOR TO OR CONCURRENTLY WITH THE RECORDING THEREOF, IN THE MANNER PROVIDED IN SECTION 2934a OF THE CIVIL CODE OF CALIFORNIA, TO ALL PERSONS TO WHOM A COPY OF THE NOTICE OF DEFAULT WOULD BE REQUIRED TO BE MAILED BY THE PROVISIONS OF SUCH SECTION.

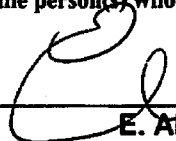
Dated: SEP 26 2008

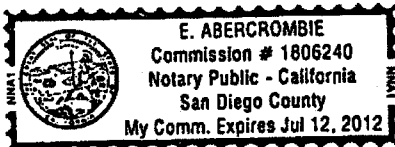

Rebecca Clark

State of California

County of San Diego

Subscribed and sworn to (or affirmed) before me on SEP 26 2008, by Rebecca Clark, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.


E. Abercrombie



ASUB.DOC

Rev. 01/01/08

Cal-Western Reconveyance Corporation
525 East Main Street, El Cajon, California 92020 • P.O. Box 22004, El Cajon, California 92022-9004
TEL: (619) 590-9200 • FAX: (619) 590-9299 • Website: www.cwrc.com

Recording Requested by
CHICAGO TITLE COMPANY

Recording Requested By:

FINA GELSOMINO
Return To:

National City Bank
P.O. Box 8800
Dayton, OH 45401-8800

Prepared By:

DOC # 2006-0909813

12/12/2006 08:00A Fee: 42.00

Page 1 of 12

Recorded in Official Records
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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029

DEED OF TRUST AND REQUEST FOR NOTICE OF DEFAULT 42

THIS DEED OF TRUST is made this 6 day of December 2006, among the Trustor,
CHRISTIAN ABADIR An Unmarried Man



33608 BLUE WATER WAY TEMECULA, California 92592

, whose address is

(herein "Borrower"),

NATIONAL CITY BANK

(herein "Trustee"), and the Beneficiary,

National City Mortgage a division of
National City Bank

a National Banking Association
United States

organized and existing under the laws of
, whose address is

3232 NEWMARK DRIVE, MIAMISBURG, OH 45342

(herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys
to Trustee, in trust, with power of sale, the following described property located in the County of Riverside
, State of California:

SEE ATTACHED LEGAL DESCRIPTION

Parcel ID Number:

which has the address of 33608 BLUE WATER WAY
TEMECULA

[City], California 92592

[Street]
[ZIP Code] (herein "Property Address");

CALIFORNIA - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

NATL076(CA) (0510)

Form 3805

Amended 9/99

Page 1 of 7

Initials: *[Signature]*

VMP Mortgage Solutions, Inc.



SCHEDULE A

Order No: 607054393 F03

Your Ref: T28456-JD

3. The land referred to in this report is situated in the State of California, County of RIVERSIDE and is described as follows:

LOT 49 OF TRACT 29031, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 348 PAGES 47 THROUGH 52, INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

PREA -10/31/87bk

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property";

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated December 6, 2006 and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$ 118,000.00, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2022; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seised 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

5. Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender


Initials

and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

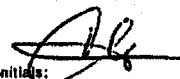
9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has a priority over this Deed of Trust.

10. 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 Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall


Initials: _____

not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and this Deed of Trust at the time of execution or after recordation hereof.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.

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 delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

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

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender, prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust 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 breach is not cured on or before the date specified in the notice, Lender, at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable 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 reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

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 and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be 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 such order as Trustee may determine. 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 Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold 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 reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to five days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.


Initials: _____

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

20. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

21. Substitute Trustee. Lender, at Lender's 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 where the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Instrument is recorded and the name and address of the successor trustee. The successor trustee shall, without conveyance of the Property, succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. The procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

22. Request for Notices. Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address which is the Property Address. Lender requests that copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust be sent to Lender's address, as set forth on page one of this Deed of Trust, as provided by Section 2924(b) of the Civil Code of California.

23. 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.

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any notice of default and a copy of any notice of sale under the deed of trust (or mortgage) recorded *concurrently therewith*, in Book _____, Page _____, records of _____

Riverside
County, or filed for record with recorder's serial number _____
County, California, executed by

CHRISTIAN ABADIR An Unmarried Man

as trustor (or mortgagor) in which **National City Mortgage a division of**

National City Bank
is named as beneficiary (or mortgagee) and

as trustee

be mailed to **NATIONAL CITY BANK**
at

AB
Initials: _____

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

Lender Representative

State of California
County of _____
On _____

, before me

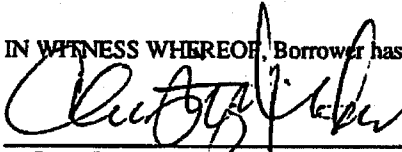
, personally appeared

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

WITNESS my hand and official seal.

Notary Public

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.



CHRISTIAN ABADIR

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

[Sign Original Only]



State of California
County of *Riverside*

} ss.

On *12-6-06*

before me, *Loretta Selby, Notary Public*

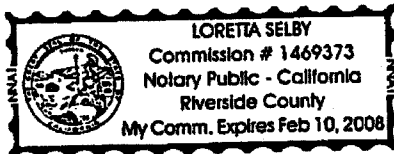
personally appeared

CHRISTIAN ABADIZ

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

(This area for official notarial seal)

Loretta Selby (Seal)



[Signature]
Initials: _____

BALLOON RIDER TO MORTGAGE, DEED OF TRUST OR SECURITY DEED

0005294403

Date December 6 , 2006

1. BORROWER(S) CHRISTIAN ABADIR
Property Address 33608 BLUE WATER WAY
TEMECULA California 92592

2. DEFINED TERMS; RIDER A PART OF THE SECURITY INSTRUMENT. "Rider " means this Balloon Rider to Mortgage, Deed of Trust or Security Deed which is attached to, made a part of and amends and supplements the Mortgage, Deed of Trust or Security Deed ("Security Instrument") which Borrower(s) gave to National City Mortgage, a division of National City Bank ("the Lender") and which is dated the same date as this Rider. The Security Instrument secures the Fixed Rate Note and Security Agreement ("Note") and covers the property described therein located at the address set forth above. The term "the Lender" includes Lender's successors and assigns. In the event there are any conflicts between this Rider and the Security Instrument the provisions of the Rider will control.

3. BALLOON NOTE. The final payment due on the Maturity Date of the Note is larger than the previous monthly payments. The final payment includes a substantial payment of principal. The Note is commonly called a "balloon note."

4. BALLOON NOTE AGREEMENT. Borrower(s) understand and agree as follows:

THIS LOAN IS PAYABLE IN FULL ON THE MATURITY DATE SET FORTH IN THE NOTE AND SECURITY INSTRUMENT. THE BORROWER MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN, UNPAID INTEREST AND OTHER SUMS THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. THE BORROWER WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT THE BORROWER MAY OWN, OR THE BORROWER WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER THE BORROWER HAS THIS LOAN WITH, WILLING TO LEND THE BORROWER THE MONEY. IF THE BORROWER REFINANCES THIS LOAN AT MATURITY, THE BORROWER MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF THE BORROWER OBTAINS REFINANCING FROM THE SAME LENDER.

5. SIGNATURES. BORROWER HAS READ AND AGREES TO ALL PROVISIONS OF THIS RIDER.

CHRISTIAN ABADIR

Type or print name

X 
Signature

Type or print name

X _____
Signature

Type or print name

X _____
Signature

Type or print name of

X _____
Signature

©2006 National City Corporation
BALNRDR (0606)

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 6th day of December 2006, 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 (the "Borrower") to secure Borrower's Note to National City Mortgage a division of National City Bank (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

33608 BLUE WATER WAY, TEMECULA, California 92592

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

(the "Declaration"). The Property is a part of a planned unit development known as **TEMECULA**

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01

Page 1 of 3

Initials: AG

 -7R (0411)

VMP Mortgage Solutions, Inc. (800)521-7291



B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and 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, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

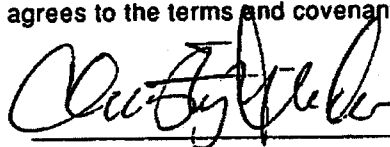
D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

____ (Seal)
-Borrower



CHRISTIAN ABADIR

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

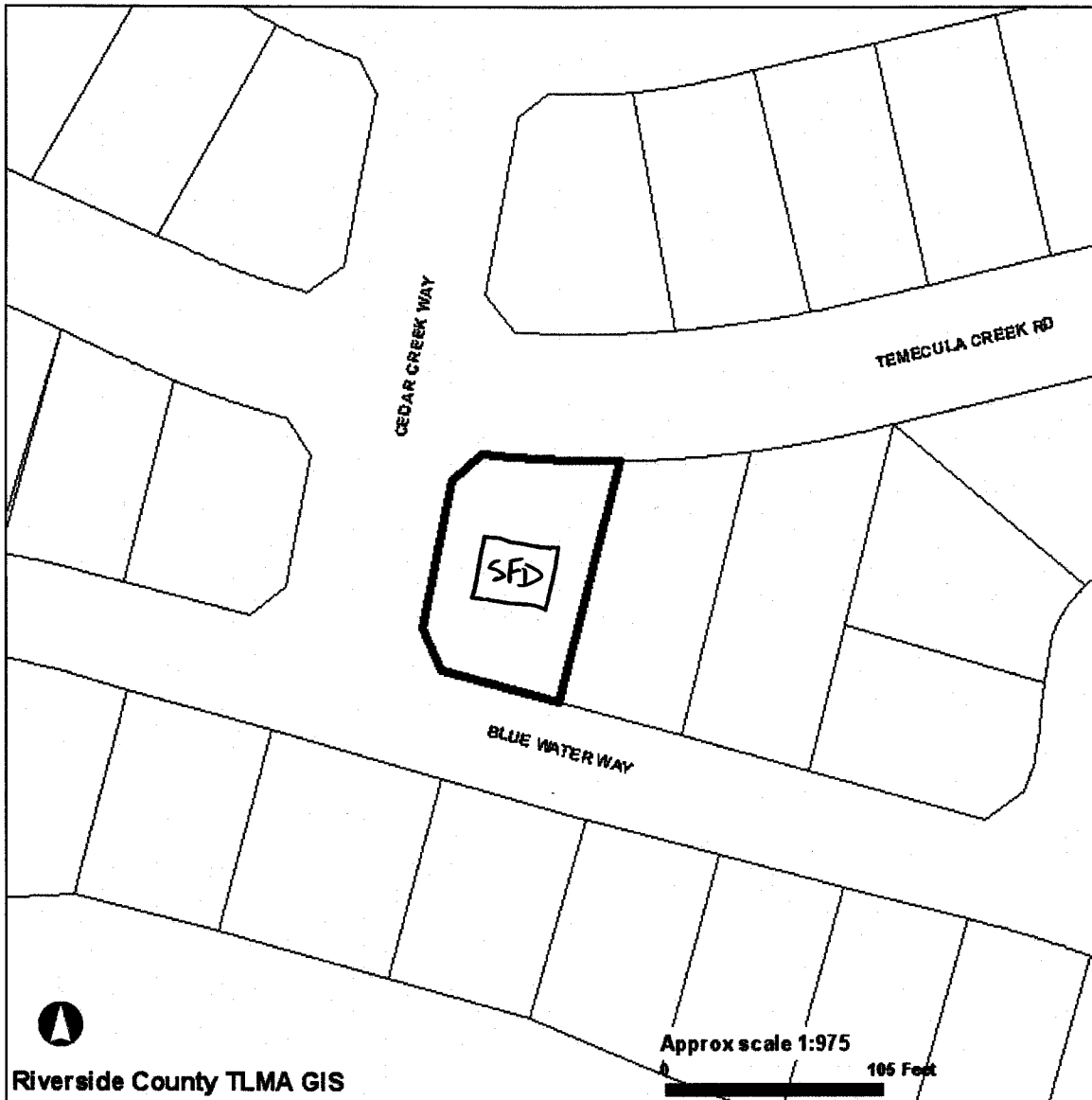
____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

RIVERSIDE COUNTY GIS



Selected parcel(s):

966-030-049

LEGEND

☒ SELECTED PARCEL☐ PARCELS***IMPORTANT***

This information is made available through the Riverside County Geographic Information System. The information is for reference purposes only. It is intended to be used as base level information only and is not intended to replace any recorded documents or other public records. Contact appropriate County Department or Agency if necessary. Reference to recorded documents and public records may be necessary and is advisable.

REPORT PRINTED ON...Tue Feb 03 10:03:57 2009

PHOTO EVIDENCE # 3 Ofc. A. Frazier CV0808056

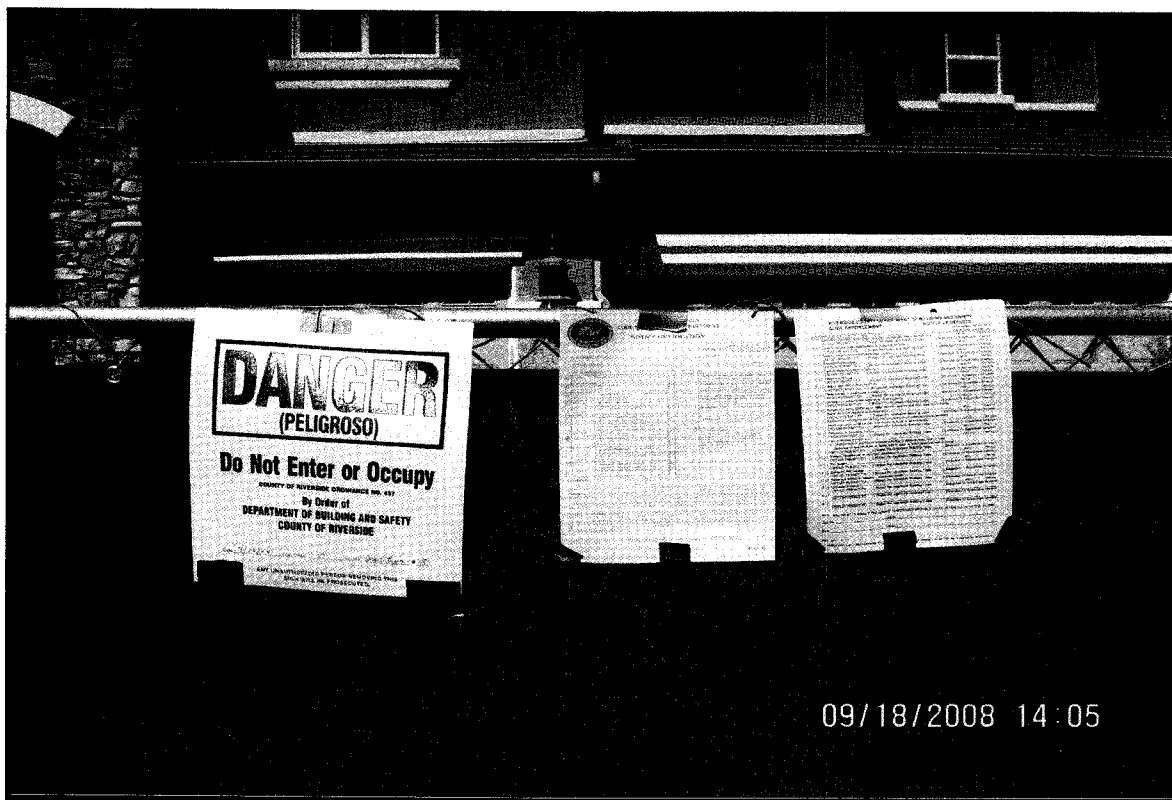


PHOTO # 1 NOTES: Posted NoV, NoD, Danger sign



PHOTO # 2 NOTES: Rear of the property.

PHOTO EVIDENCE # 2 Ofc. A. Frazier CV0808056

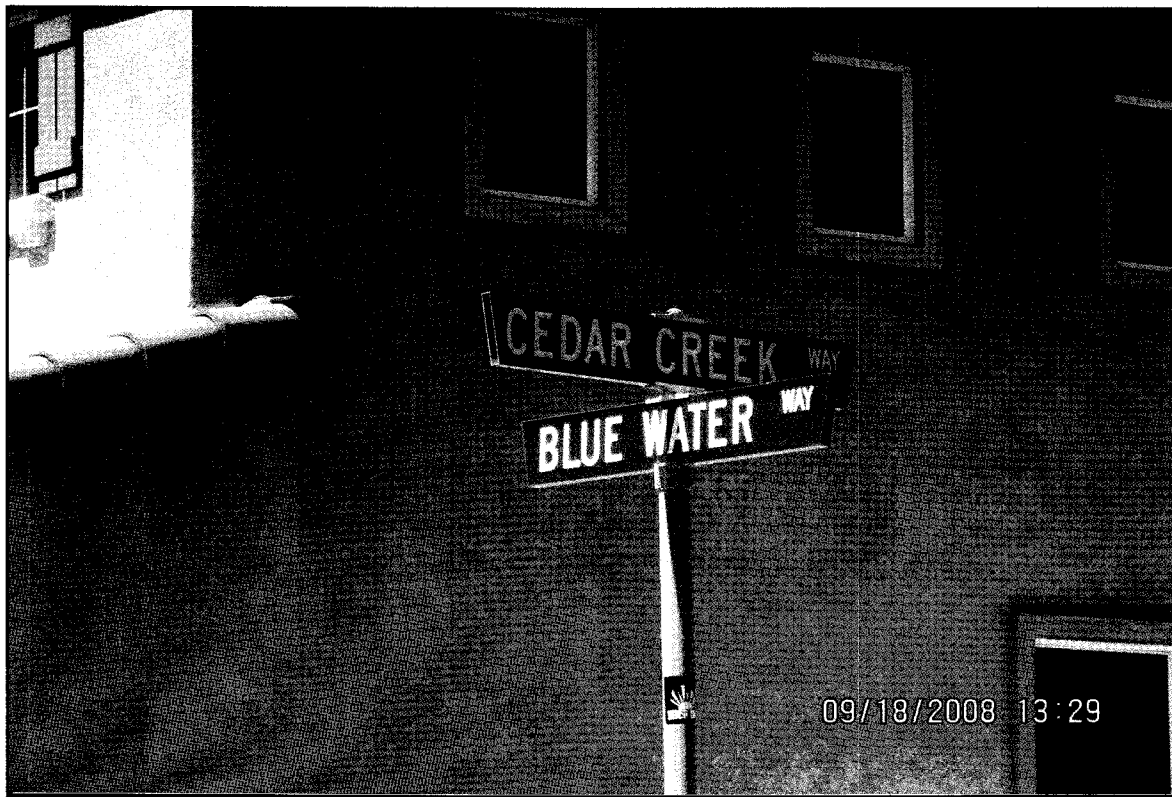


PHOTO # 1 NOTES: Posted Street signs



PHOTO # 2 NOTES: Broken windows blocked with plywood

EXHIBIT NO. 13

PHOTO EVIDENCE # 4 Ofc. A. Frazier CV0808056

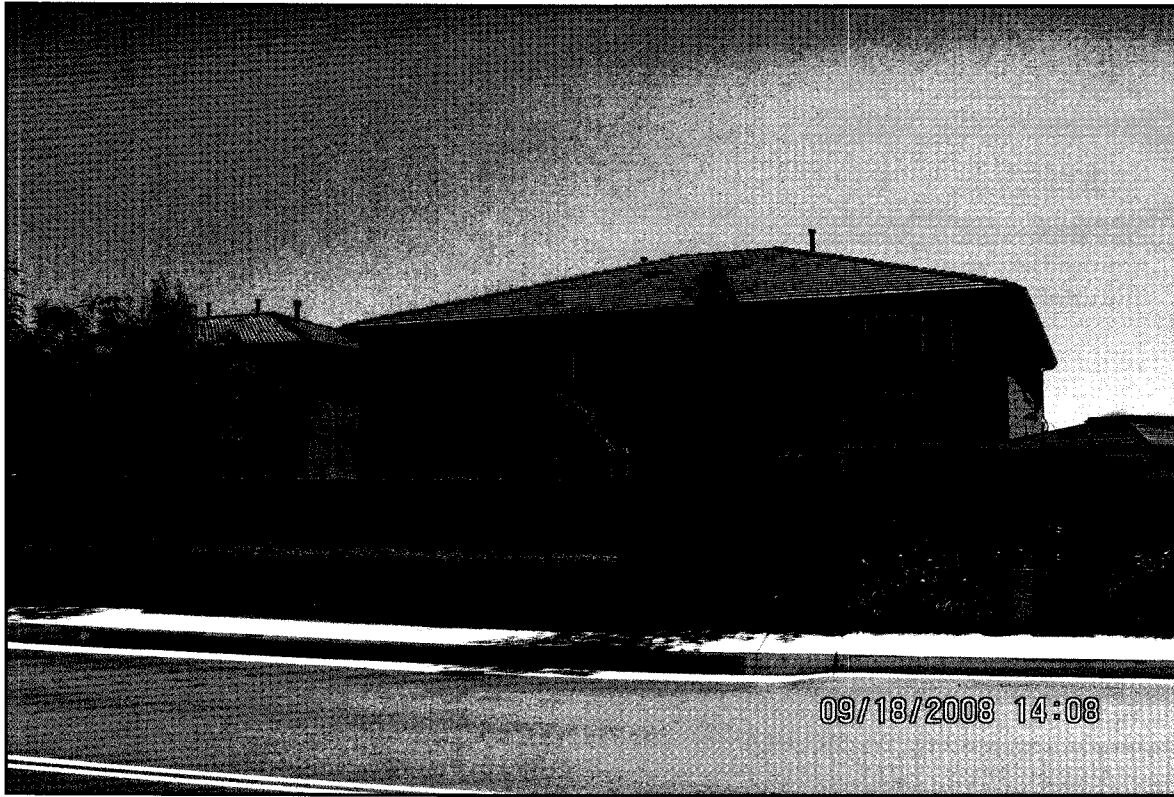


PHOTO # 1 NOTES: Pictures taken from cross the street to show fire damage to the first floor.

End of photo Evidence.

PHOTO # 2 NOTES:

EXHIBIT NO. D4

PHOTO EVIDENCE # 1 Ofc. A. Frazier CV0808056

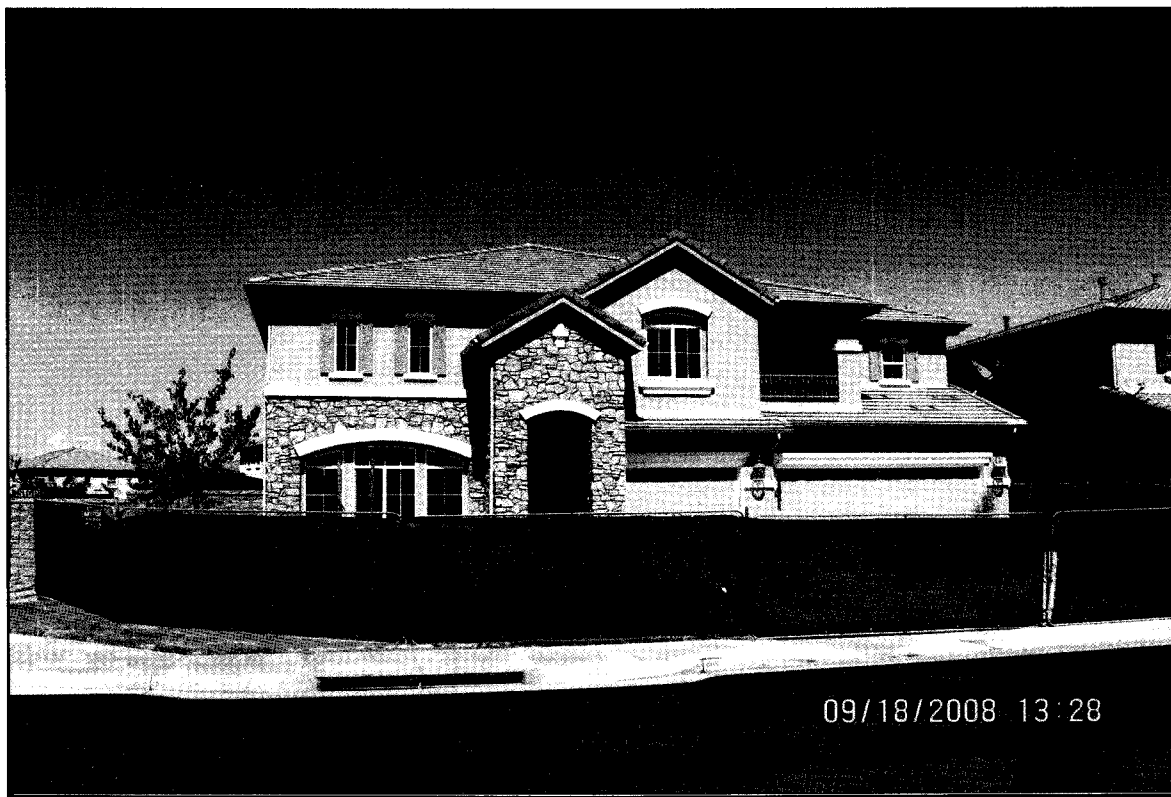


PHOTO # 1 NOTES: 33608 Blue Water Way



PHOTO # 2 NOTES: Smoke damage

PHOTOGRAPHIC EVIDENCE

TAKEN BY: JTate

CASE # CV08-08056

DATE: 2/2/09

LOCATION: 33608 Blue Water Wy., Temecula, CA.



PHOTO # 1

NOTES: NAIL PATTERN SHOWING THRU PAINT FROM FIRE

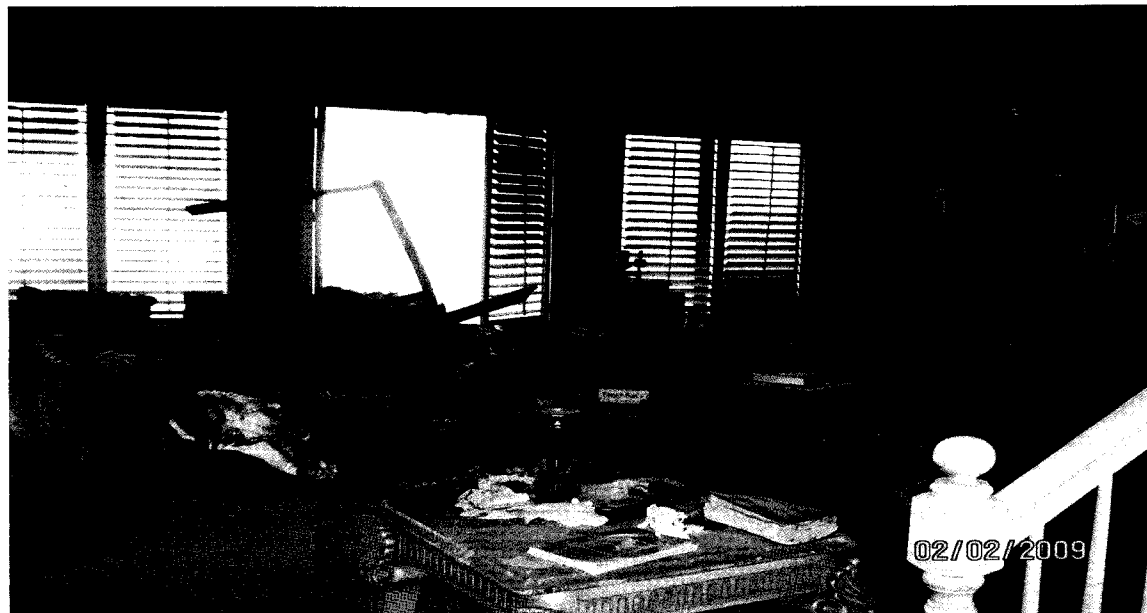


PHOTO # 2

NOTES: FAMILY ROOM FIRE DAMAGE

EXHIBIT NO. D6

PHOTOGRAPHIC EVIDENCE

TAKEN BY: JTate

CASE # CV08-08056

DATE: 2/2/09

LOCATION: 33608 Blue Water Wy., Temecula, CA.



PHOTO # 3

NOTES: PHOTO OF 2ND FLOOR LANDING, FIRE DAMAGE



PHOTO # 4

NOTES: STAIRS TO 2ND FLOOR FIRE DAMAGED

EXHIBIT NO. D¹

PHOTOGRAPHIC EVIDENCE

TAKEN BY: JTate

CASE # CV08-08056

DATE: 2/2/09

LOCATION: 33608 Blue Water Wy., Temecula, CA.



PHOTO # 5

NOTES: KITCHEN SMOKE DAMAGE FROM FIRE

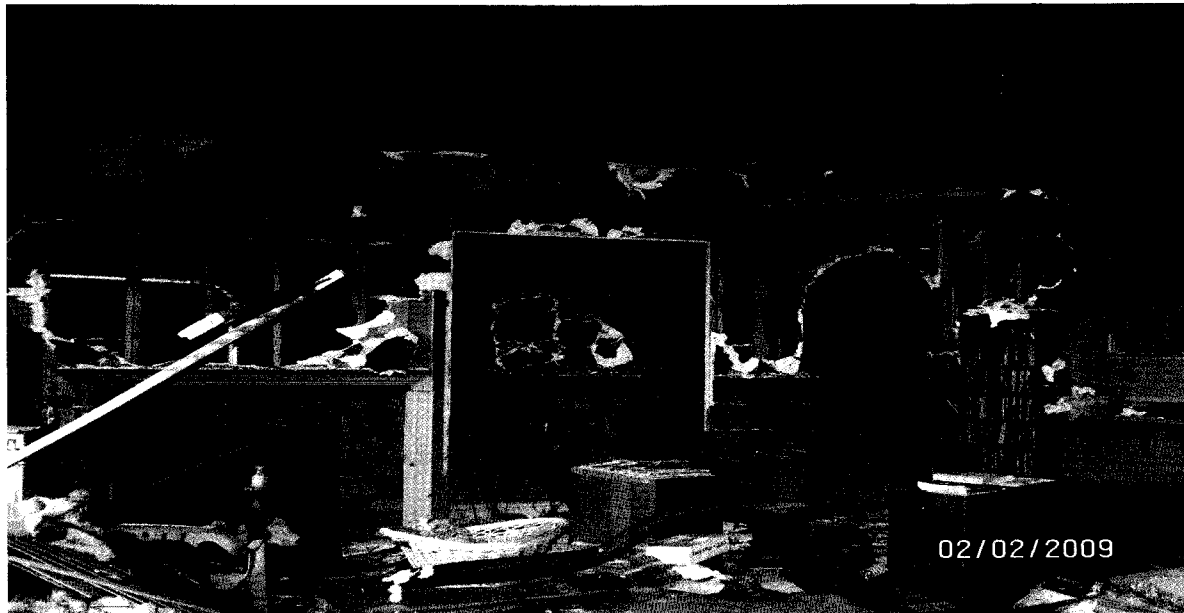


PHOTO # 6
LANDING

NOTES: PHOTO OF FAMILY ROOM AND 2ND FLOOR

EXHIBIT NO. 108

PHOTOGRAPHIC EVIDENCE

TAKEN BY: JTate

CASE # CV08-08056

DATE: 2/2/09

LOCATION: 33608 Blue Water Wy., Temecula, CA.



PHOTO # 7

NOTES: 1ST FLOOR CEILING FIRE DAMAGED

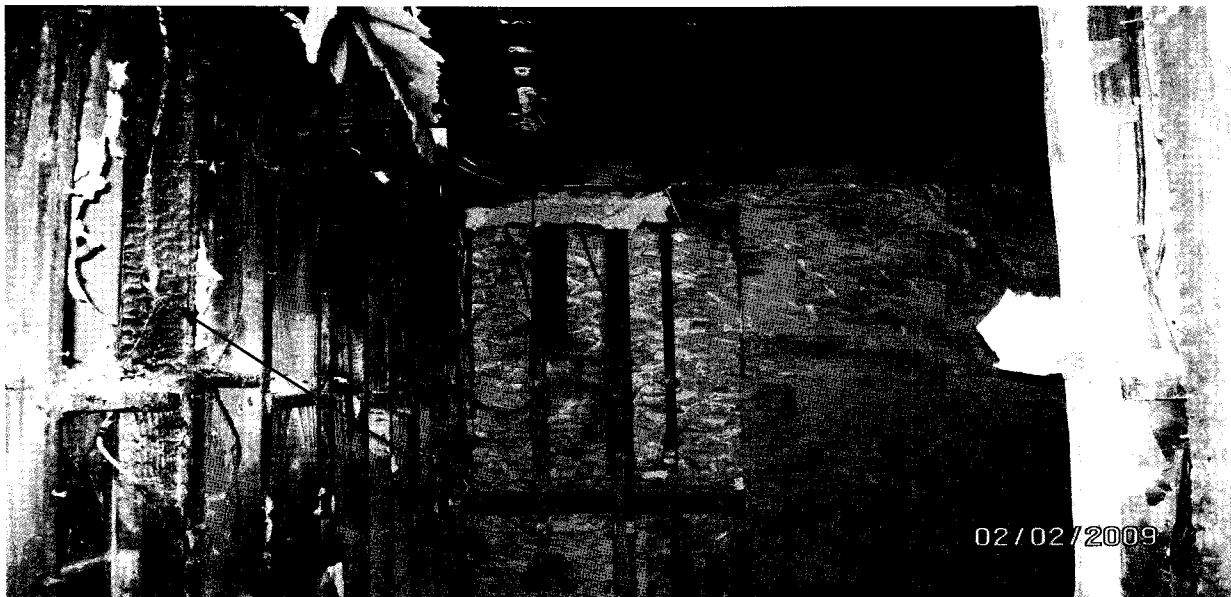


PHOTO # 8
WIRES, WOOD

NOTES: 1ST FLOOR WALLS AND LID FIRE DAMAGED

EXHIBIT NO. 39

PHOTOGRAPHIC EVIDENCE

TAKEN BY: JTate

CASE # CV08-08056

DATE: 2/2/09

LOCATION: 33608 Blue Water Wy., Temecula, CA.

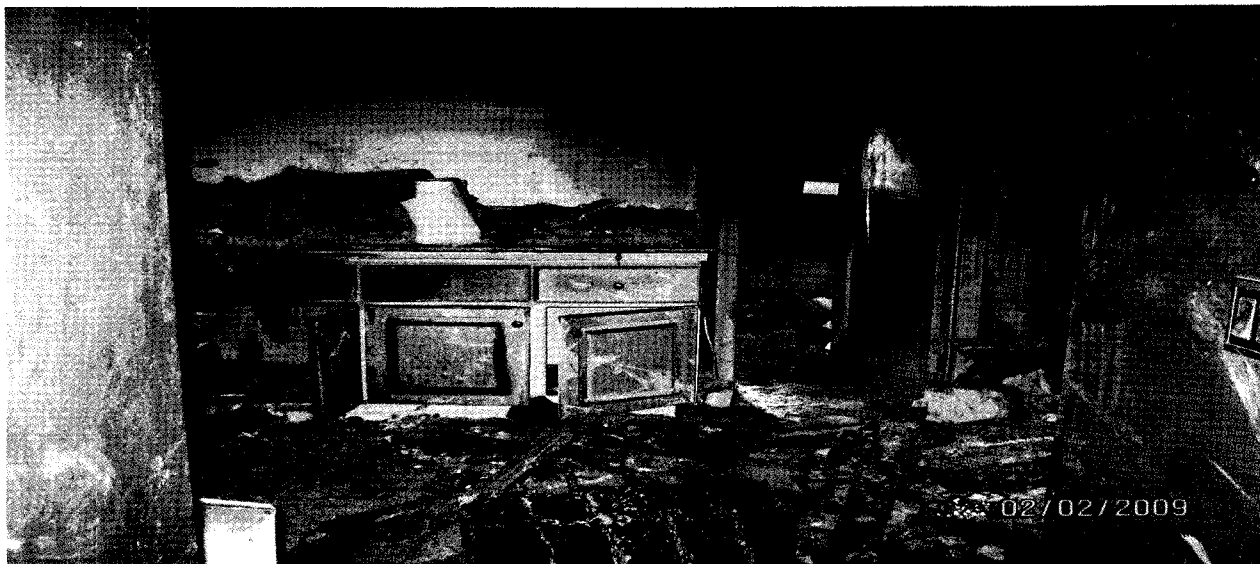


PHOTO # 9

NOTES: MASTER BATH FIRE DAMAGED

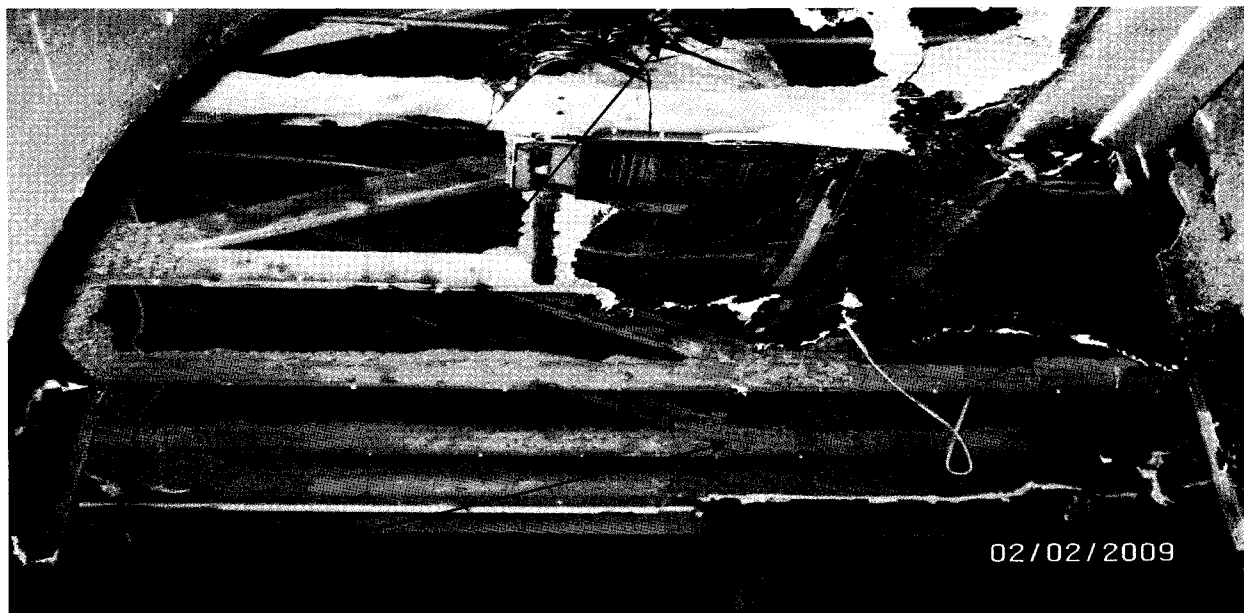


PHOTO # 10
INSULATION

NOTES: MASTER BATH LID, DAMAGED HVAC, MISS.

EXHIBIT NO. D10

PHOTOGRAPHIC EVIDENCE

TAKEN BY: JTate

CASE # CV08-08056

DATE: 2/2/09

LOCATION: 33608 Blue Water Wy., Temecula, CA.



PHOTO # 11

NOTES: P.O. MR. ABADIR INSIDE THE MASTER BATH

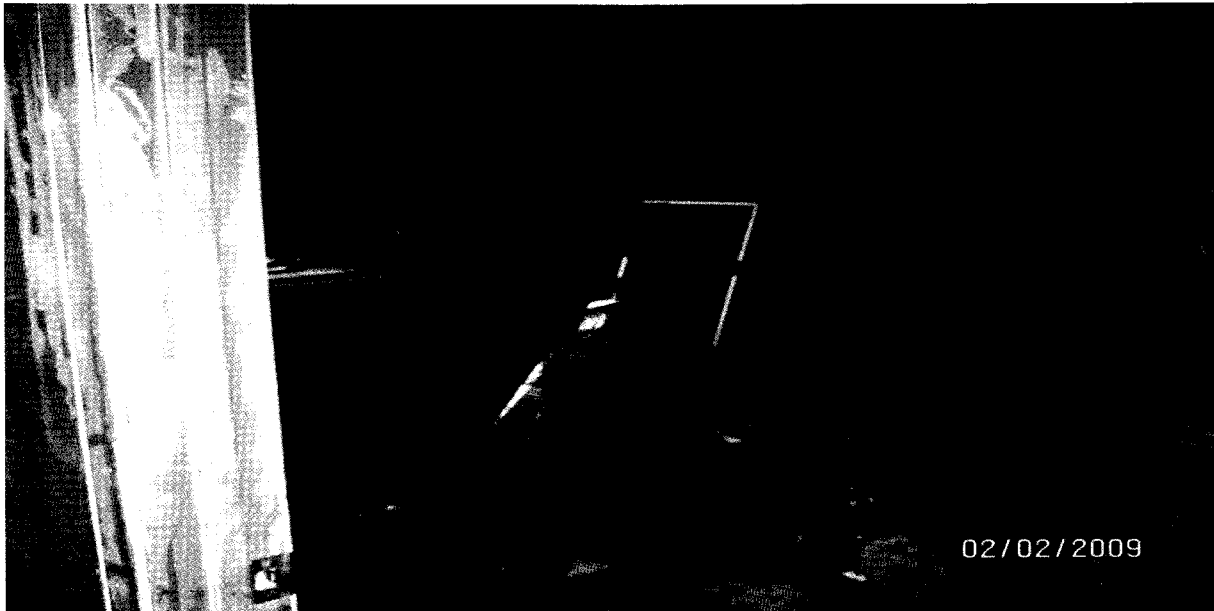


PHOTO # 12

NOTES: BD/RM 2 SMOKE AND WATER DAMAGE

EXHIBIT NO.

D11

PHOTOGRAPHIC EVIDENCE

TAKEN BY: JTate

CASE # CV08-08056

DATE: 2/2/09

LOCATION: 33608 Blue Water Wy., Temecula, CA.

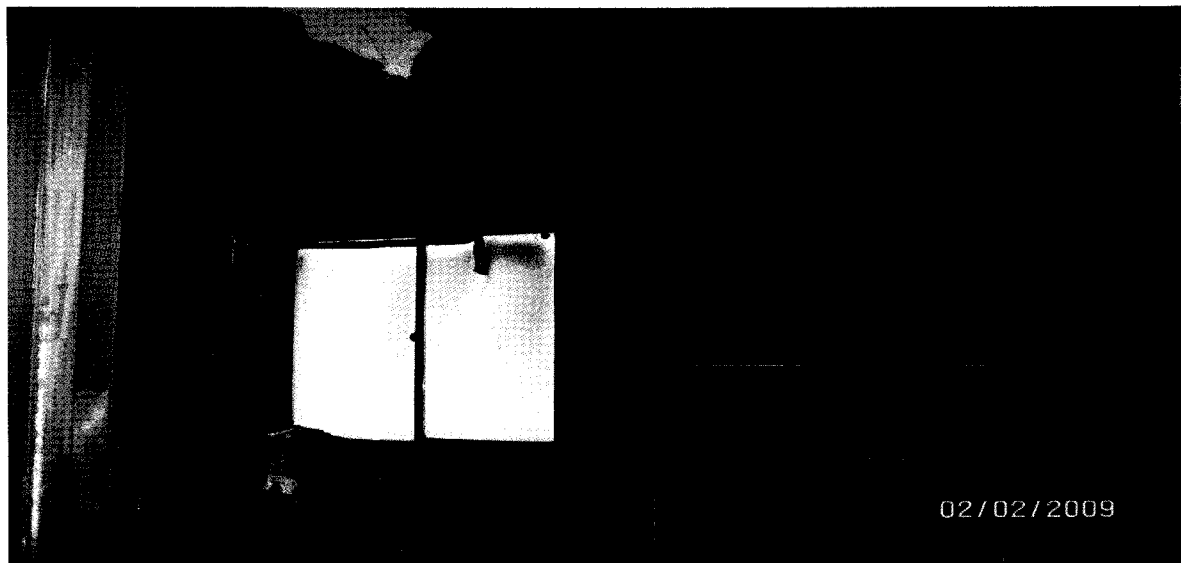


PHOTO # 13

NOTES: FIRE DAMAGED MASTER BD/RM



PHOTO # 14

NOTES: BATH 2 SMOKE AND WATER DAMAGE

EXHIBIT NO. D12

PHOTOGRAPHIC EVIDENCE

TAKEN BY: JTate

CASE # CV08-08056

DATE: 2/2/09

LOCATION: 33608 Blue Water Wy., Temecula, CA.

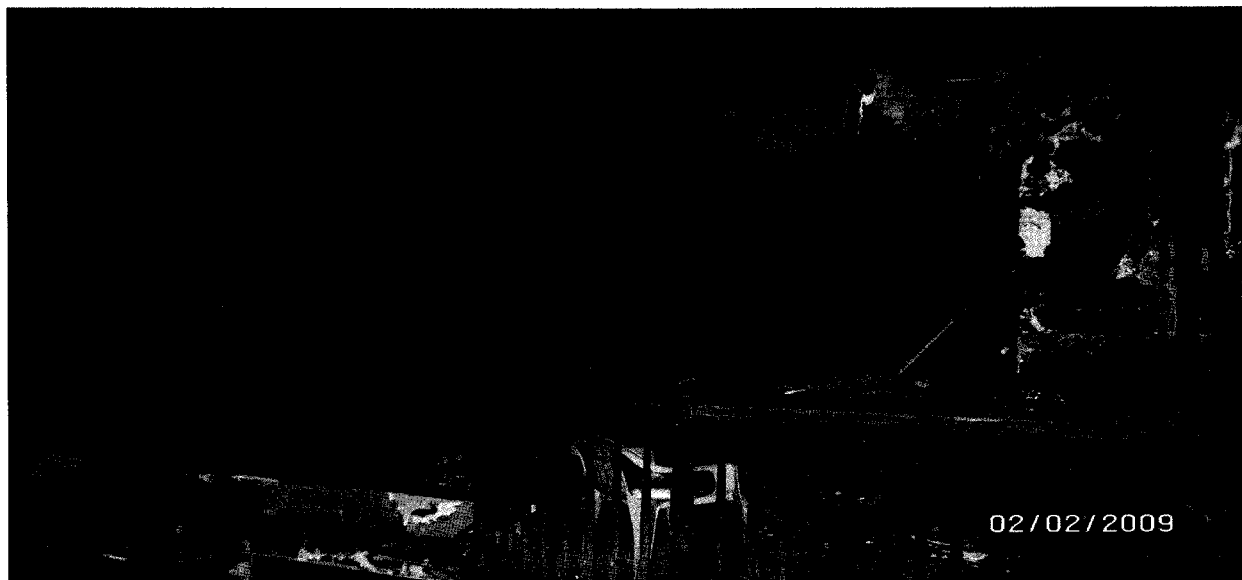


PHOTO # 15

NOTES: 2ND FLOOR LOFT FIRE DAMAGED

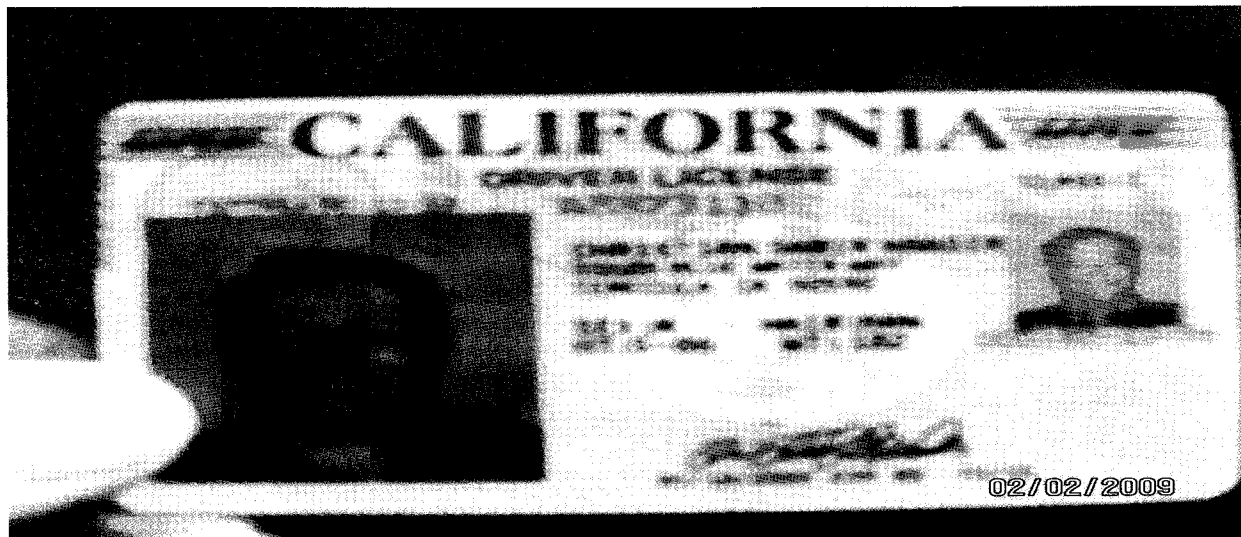


PHOTO # 16

NOTES: P.O. CHRISTIAN SAMIR ABADIR'S CDL A8873130

EXHIBIT NO. D13

PHOTOGRAPHIC EVIDENCE

TAKEN BY: JTate

CASE # CV08-08056

DATE: 2/2/09

LOCATION: 33608 Blue Water Wy., Temecula, CA.



PHOTO # 17

NOTES: EXTERIOR WINDOW OF LOFT ABOVE AND FAMILY ROOM BELOW MISSING GLASS AND SMOKE DAMAGE FROM FIRE

EXHIBIT NO. D14



COUNTY OF RIVERSIDE CODE ENFORCEMENT DEPARTMENT

NOTICE OF VIOLATION

CASE No.: CV 08-08056

THE PROPERTY AT: 33608 Blue Water Way, Temecula, CA APN#: 966-030-049

WAS INSPECTED BY OFFICER: Fraser, Angela ID#: 78 ON 9/18/08 AT 1335 am/pm (P)

AND FOUND TO BE IN VIOLATION OF RIVERSIDE COUNTY CODE(S) AS FOLLOWS:

<input type="checkbox"/> 5.28.040 (RCO 593)	Excessive Yard Sales - Cease yard sale. Limit of 3 yard sale events, not over 3 consecutive days, per year.	<input type="checkbox"/> 17.252.030 (RCO 348)	Unpermitted Outdoor Advertising Display - Obtain a permit from the Planning Dept. or remove display.
<input type="checkbox"/> 8.28.030 (RCO 821)	Unfenced Pool - Install or provide adequate fencing to secure the pool.	<input type="checkbox"/> 17.172.205 (RCO 348)	Prohibited Fencing - Remove fence. Fences shall not be constructed of garage doors, tires, pallets or other materials not typically used for the construction of fences.
<input type="checkbox"/> 8.120.010 (RCO 541)	Accumulated Rubbish - Remove all rubbish & dispose of in an approved legal landfill.	<input type="checkbox"/> 17._____ (RCO 348)	Excessive Outside Storage: Storage of Unpermitted Mobile Home(s) Not Allowed - Remove unpermitted mobile home(s) from the property.
<input type="checkbox"/> 15.08.010 (RCO 457)	Unpermitted Construction - Cease construction. Obtain the appropriate permits from the Bldg. & Safety and Planning Departments or demolish the _____.	<input type="checkbox"/> 17._____ (RCO 348)	Occupied RV/Trailer - Cease occupancy & disconnect all utilities to RV/Trailer.
<input type="checkbox"/> 15.12.020(J)(2) (RCO 457)	Unapproved Grading/Clearing - Cease grading/clearing/stockpiling/importing fill. Obtain a Restoration Assessment from the Dept. of Building & Safety. Perform complete restoration and remediation of the property affected by the unapproved grading in accordance with the Restoration Assessment.	<input type="checkbox"/> 17._____ (RCO 348)	Excessive Animals - Remove or reduce the number of _____ to less than _____.
<input checked="" type="checkbox"/> 15.16.020 (RCO 457)	Substandard Structure - Obtain a permit from the Bldg. & Safety Dept. to rehabilitate per Notice of Defects or demolish the structure.	<input type="checkbox"/> 17._____ (RCO 348)	Unpermitted Land Use: _____ Cease all business activities. Obtain Planning Dept. approval prior to resuming business operations.
<input type="checkbox"/> 15.48.010 (RCO 457)	Unpermitted Mobile Home —Vacate mobile home. Obtain the appropriate permits from the Planning Dept. & Dept. of Bldg. & Safety prior to occupancy or remove Mobile Home.	<input type="checkbox"/> 17._____ (RCO 348)	Excessive Outside Storage - Remove or reduce all outside storage to less than _____ square feet at the rear of the property.
<input type="checkbox"/> 15.48.040 (RCO 457)	Substandard Mobile Home/Trailer/RV - Obtain a permit from the Bldg. & Safety Dept. to rehabilitate per Notice of Defects and Title 25 or demolish the Mobile Home/Trailer/RV.	<input type="checkbox"/>	
		<input type="checkbox"/>	

COMMENTS: Extensive Fire Damage 2nd floor and 1st floor

IMPORTANT! CORRECTION(S) MUST BE COMPLETED BY: 10/18/08. FAILURE TO COMPLY BY THIS DATE, MAY RESULT IN THE ISSUANCE OF AN ADMINISTRATIVE CITATION WITH FINES UP TO \$500.00 PER DAY, FOR EACH VIOLATION. YOU MAY BE CITED EACH DAY THAT THE VIOLATION(S) EXIST BEYOND THE CORRECTION DATE. IN ADDITION, OTHER ENFORCEMENT ACTION, PENALTIES AND THE IMPOSITION OF A LIEN ON THE PROPERTY FOR THE ABATEMENT AND ENFORCEMENT COSTS MAY RESULT IF COMPLIANCE IS NOT ACHIEVED BY THE CORRECTION DATE.

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 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 RIVERSIDE COUNTY ORDINANCE 725 AND RIVERSIDE COUNTY CODE 1.16.

SIGNATURE

PRINT NAME

DATE

☐ PROPERTY OWNER ☐ TENANT

CDL/CID#

D.O.B.

TEL. NO.

WHITE: VIOLATOR

GREEN: CASE FILE

YELLOW: POSTING

EXHIBIT NO. E

RIVERSIDE COUNTY DEPARTMENT OF BUILDING AND SAFETY

CODE ENFORCEMENT NOTICE OF DEFECTS

SUBSTANDARD BUILDING CONDITIONS:		UNIFORM HOUSING CODE SECTIONS	HEALTH & SAFETY CODE SECTIONS
1. <input type="checkbox"/>	Lack of or improper water closet, lavatory, bathtub, shower or kitchen sink..... OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure	1001(b)1,2,3	17920.3(a)1,2,3
2. <input type="checkbox"/>	Lack of hot and cold running water to plumbing fixtures..... OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure	1001(b)4,5	17920.3(a)4,5
3. <input type="checkbox"/>	Lack of connection to required sewage system..... OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure	1001(b)14	17920.3(a)14
4. <input type="checkbox"/>	Hazardous plumbing..... OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure	1001(f)	17920.3(e)
5. <input type="checkbox"/>	Lack of required electrical lighting..... OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure	1001(b)10	17920.3(a)10
6. <input type="checkbox"/>	Hazardous Wiring..... OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure	1001(e)	17920.3(d)
7. <input type="checkbox"/>	Lack of adequate heating facilities..... OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure	1001(o)6	17920.3(a)6
8. <input type="checkbox"/>	Deteriorated or inadequate foundation..... OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure	1001(c)1	17920.3(b)1
9. <input type="checkbox"/>	Defective or deteriorated flooring or floor supports..... OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure	1001(c)2	17920.3(b)2
10. <input type="checkbox"/>	Members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration..... OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure	1001(c)4	17920.3(b)4
11. <input type="checkbox"/>	Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split, or buckle due to defective material or deterioration..... OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure	1001(c)6	17920.3(b)6
12. <input type="checkbox"/>	Dampness of habitable rooms..... OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure	1001(b)11	17920.3(a)11
13. <input type="checkbox"/>	Faulty weather protection..... A. Deteriorated or ineffective weather proofing of exterior walls, roof or floors including broken windows or doors, lack of paint or other approved wall covering. OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure	1001(h)1-4	17920.3(g)1-4
14. <input type="checkbox"/>	General dilapidation or improper maintenance..... OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure	1001(b)13	17920.3(a)13
15. <input type="checkbox"/>	Fire hazard..... OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure	1001(i)	17920.3(h)
16. <input checked="" type="checkbox"/>	Extensive fire damage..... OBTAIN PERMIT TO: <input checked="" type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
17. <input checked="" type="checkbox"/>	Public and attractive nuisance - abandoned/vacant..... OBTAIN PERMIT TO: <input checked="" type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
18. <input type="checkbox"/>	Improper occupancy..... OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure	1001(n)	17920.3(n)
19. <input type="checkbox"/>	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
20. <input type="checkbox"/>	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		

*** YOU MUST CORRECT THE ABOVE CONDITIONS WITHIN 30 DAYS OF THE DATE OF THIS NOTICE

Case No. CY080854 Address 33608 Blue Water Way Temecula, CA
 Date 9/18/08 Officer Franzer, Angela

285-025 (4/96)

Distribution: White-Case File; Canary-Property Owner; Pink-T

EXHIBIT NO. E2



JAY E. ORR
DIRECTOR

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

4080 LEMON STREET, 12TH FLOOR
RIVERSIDE, CALIFORNIA 92501
(951) 955-2004 • FAX (951) 955-2023

MICHAEL O'CONNOR
DEPUTY DIRECTOR

BRIAN BLACK
STEVE BLOOMQUIST
JIM MONROE
DIVISION MANAGERS

AFFIDAVIT OF POSTING OF NOTICES

Case No: CV 080856

I, **Angela Frazier**, the undersigned, hereby declare:

1. I am employed by the Riverside County Code Enforcement Department; that my business address is:

County of Riverside
Code Enforcement Department
39493 Los Alamos Rd., Suite A
Murrieta, CA 92563

That on **09/18/08** at **1335 hours**, I securely and conspicuously posted **Field Notice of Violation for RCC 15.16.020 Substandard Structure, Notice of Defects and Danger** sign the property described
as:

Property Address: 33608 Bluewater Way, Temecula

Assessor's Parcel Number: 966-030-049

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

Executed on **02/03/09** at Murrieta, California.

CODE ENFORCEMENT DEPARTMENT

By: Angela Frazier
Angela Frazier, Code Enforcement Officer II

EXHIBIT NO. E3



John Boyd
DIRECTOR

Code Enforcement Department
County Of Riverside
Murrieta District Office
39493 Los Alamos Road, Suite A
Murrieta, California 92563
(951) 600-6140 – Fax (951) 600-6190

STEVE BLOOMQUIST
GREG FLANNERY
NEIL LINGLE
JAMES P. MONROE
TRACEY TOWNER
DIVISION MANAGERS

October 14, 2008

Christian Abadir
33608 Blue Water Way
Temecula, CA 92592

NOTICE OF VIOLATION

Re: **Riverside County Abatement Case No.: CV08-08056**
Subject Property: 33608 Blue Water Way, Temecula, CA 92592; APN: 966-030-049

TO ALL OWNERS AND INTERESTED PARTIES OF THE ABOVE DESCRIBED SUBJECT PROPERTY

An inspection was made of the above referenced subject property on September 18, 2008 in response to complaints received by this office. The structure(s) were found to be substandard and a public nuisance in violation of Riverside County Code Section(s) 15.16, and as such was posted with a "Danger Do Not Enter" sign and a copy of the enclosed "Notice of Defects" which sets forth the conditions which render the building unsafe for human habitation.

THE OWNER OF RECORD of the subject property is hereby noticed and ordered within thirty (30) days of this notice to obtain all necessary permits from the Department of Building and Safety and to correct or abate the unsafe conditions either by repairing all violative conditions indicated in the attached "Notice of Defects," or demolition and removal of the structure(s). **ALL PARTIES WITH INTEREST** in the subject property may comply with the provisions of this notice within fifteen (15) days after the expiration of the thirty (30) period.

NOTICE IS HEREBY GIVEN that failure to comply with this notice will result in further civil, criminal or administrative proceedings for demolition of the structure(s) and abatement of the public nuisance and could result in the imposition of a lien on the subject properties for costs, including attorney's fees, related to the enforcement of all ordinances and abatement of violative conditions. A "Notice of Noncompliance" has been recorded with the Riverside County Recorder's Office. At the conclusion of this case, you will receive a statement of expense associated with the abatement of such nuisance.

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 Riverside County Ordinance number 725. The Department may seek recovery of such costs from the property owner(s) which may result in a special assessment lien against the property. Additionally, should Code Enforcement abate the property, the costs associated therewith, as well as all abatement costs allowed under Riverside County Ordinance 725, will be sought from the property owner(s) and/or may result in a special assessment lien against the property.

NOTICE IS FURTHER GIVEN that in accordance with Sections 17274 and 24436.5 of the Revenue and Taxation Code, a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the taxable year affected by these abatement proceedings.

CODE ENFORCEMENT DEPARTMENT

Angela Frazier
Code Enforcement Officer

Enclosure: Notice of Defects (1)

PROOF OF SERVICE BY MAIL

Case No: CV08-08056

I, the undersigned, say 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 39493 Los Alamos Road, Ste A, Murrieta, CA.

I am readily familiar with our department's practice for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence is deposited with the United States Postal Service on the same day in the ordinary course of business.

That on October 14, 2008, I served a copy of the papers to which this proof of service is attached, entitled:

NOTICE OF VIOLATION (RCC 15.16.020)

By depositing a copy thereof in an envelope for deposit in the United States Postal Service via Certified Mail, return receipt requested, and addressed as follows:

Address: Christian Abadir
33608 Blue Water Way
Temecula, CA 92592

The envelope was sealed and placed for collection and mailing at Murrieta, California, on the same date following the ordinary business practices.

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

Executed on October 14, 2008 at Murrieta District Office.


LaKesha Covington, Code Enforcement Aide

Article # 7006276000005742709

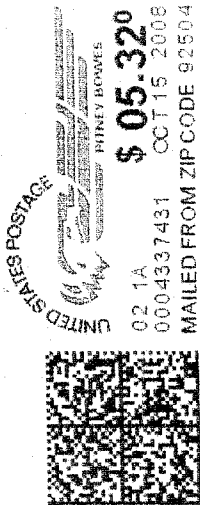
EXHIBIT NO. E5

County of Riverside
Code Enforcement Department
39493 Los Alamos Road
Murrieta, CA 92563

CERTIFIED MAIL™



7006 2760 0000 0574 2709



02 1A \$ 05.32
0004337431 OCT 15 2008
MAILED FROM ZIP CODE 92504

REC'D NOV 04 2008
Christian Abadir

10-25

NIXIE 923 SE 1 06 11/02/08

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 92563503993 *0604-04650-15-41

92563503993
92563503993

7006 2760 0000 0574 2709

U.S. Postal Service™
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OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Postmark
Here

Christian Abadir
33608 Blue Water Way
Temecula, CA 92592
CV08-08056 AF

EXHIBIT NO. E4



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

NOTICE OF VIOLATION

December 09, 2008

See attached Notice List / Interested Parties

Re: **Riverside County Abatement Case No.: CV08-08056**
Subject Property: 33608 Blue Water Way, Temecula, CA APN: 966-030-049

TO ALL OWNERS AND INTERESTED PARTIES OF THE ABOVE DESCRIBED SUBJECT PROPERTY

An inspection was made of the above referenced subject property on in response to complaints received by this office. The structure(s) were found to be substandard and a public nuisance in violation of Riverside County Code Section(s) 15.16, and as such was posted with a "Danger Do Not Enter" sign and a copy of the enclosed "Notice of Defects" which sets forth the conditions which render the building unsafe for human habitation.

THE OWNER OF RECORD of the subject property is hereby noticed and ordered within thirty (30) days of this notice to obtain all necessary permits from the Department of Building and Safety and to correct or abate the unsafe conditions either by repairing all violative conditions indicated in the attached "Notice of Defects," or demolition and removal of the structure(s). **ALL PARTIES WITH INTEREST** in the subject property may comply with the provisions of this notice within fifteen (15) days after the expiration of the thirty (30) period.

NOTICE IS HEREBY GIVEN that failure to comply with this notice will result in further civil, criminal or administrative proceedings for demolition of the structure(s) and abatement of the public nuisance and could result in the imposition of a lien on the subject properties for costs, including attorney's fees, related to the enforcement of all ordinances and abatement of violative conditions. A "Notice of Noncompliance" has been recorded with the Riverside County Recorder's Office. At the conclusion of this case, you will receive a statement of expense associated with the abatement of such nuisance.

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 Riverside County Ordinance number 725. The Department may seek recovery of such costs from the property owner(s) which may result in a special assessment lien against the property. Additionally, should Code Enforcement abate the property, the costs associated therewith, as well as all abatement costs allowed under Riverside County Ordinance 725, will be sought from the property owner(s) and/or may result in a special assessment lien against the property.

NOTICE IS FURTHER GIVEN that in accordance with Sections 17274 and 24436.5 of the Revenue and Taxation Code, a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the taxable year affected by these abatement proceedings.

Michael Sanders, Sr. Code Enforcement Officer

Enclosure: Notice of Defects (1)

RIVERSIDE COUNTY DEPARTMENT OF BUILDING AND SAFETY

CODE ENFORCEMENT NOTICE OF DEFECTS

UNIFORM HOUSING HEALTH & SAFETY

SUBSTANDARD BUILDING CONDITIONS:

		CODE SECTIONS	CODE SECTIONS
1. <input type="checkbox"/>	Lack of or improper water closet, lavatory, bathtub, shower or kitchen sink.....	1001(b)1,2,3	17920.3(a)1,2,3
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
2. <input type="checkbox"/>	Lack of hot and cold running water to plumbing fixtures	1001(b)4,5	17920.3(a)4,5
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
3. <input type="checkbox"/>	Lack of connection to required sewage system.....	1001(b)14	17920.3(a)14
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
4. <input type="checkbox"/>	Hazardous plumbing.....	1001(f)	17920.3(e)
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
5. <input type="checkbox"/>	Lack of required electrical lighting.....	1001(b)10	17920.3(a)10
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
6. <input type="checkbox"/>	Hazardous Wiring.....	1001(e)	17920.3(d)
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
7. <input type="checkbox"/>	Lack of adequate heating facilities.....	1001(c)6	17920.3(a)6
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
8. <input type="checkbox"/>	Deteriorated or inadequate foundation.....	1001(c)1	17920.3(b)1
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
9. <input type="checkbox"/>	Defective or deteriorated flooring or floor supports.....	1001(c)2	17920.3(b)2
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
10. <input type="checkbox"/>	Members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration.....	1001(c)4	17920.3(b)4
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
11. <input type="checkbox"/>	Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split, or buckle due to defective material or deterioration.....	1001(c)6	17920.3(b)6
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
12. <input type="checkbox"/>	Dampness of habitable rooms.....	1001(b)11	17920.3(a)11
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
13. <input type="checkbox"/>	Faulty weather protection.....	1001(h)1-4	17920.3(g)1-4
	A. Deteriorated or ineffective weather proofing of exterior walls, roof or floors including broken windows or doors, lack of paint or other approved wall covering.		
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
14. <input type="checkbox"/>	General dilapidation or improper maintenance.....	1001(b)13	17920.3(a)13
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
15. <input type="checkbox"/>	Fire hazard.....	1001(i)	17920.3(h)
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
16. <input checked="" type="checkbox"/>	Extensive fire damage.....		
	OBTAIN PERMIT TO: <input checked="" type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
17. <input checked="" type="checkbox"/>	Public and attractive nuisance - abandoned/vacant.....		
	OBTAIN PERMIT TO: <input checked="" type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
18. <input type="checkbox"/>	Improper occupancy.....	1001(a)	17920.3(n)
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
19. <input type="checkbox"/>	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
20. <input type="checkbox"/>	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		

*** YOU MUST CORRECT THE ABOVE CONDITIONS WITHIN 30 DAYS OF THE DATE OF THIS NOTICE

Case No. CV080854 Address 33608 Blue Water Way Temecula, CA

Date 9/14/08 Officer Franzer, Angela

PROOF OF SERVICE BY MAIL

Case No. CV08-08056

I, the undersigned, say 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 39493 Los Alamos Road, Murrieta, CA 92563.

I am readily familiar with our department's practice for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence is deposited with the United States Postal Service on the same day in the ordinary course of business.

That on the 9th day of December 2008 I served a copy of the papers to which this proof of service is attached, entitled:

NOTICE OF VIOLATION
30-Day Substandard Structure
Notice of Defects
RCC 15.16

by depositing a copy thereof in an envelope for deposit in the United States Postal Service via Certified Mail, return receipt requested, and addressed as follows:

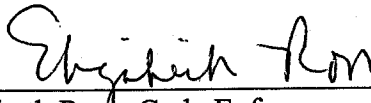
1. Christina Abadir
33608 Blue Water Way
Temecula, CA 92592
2. National City Bank
PO Box 8800
Dayton, OH 45401-8800
3. National City Mortgage
3232 Newmark Dr.
Miamisburg, OH 45342
4. Cal-Western Reconveyance Corp
PO Box 22004
El Cajon, CA 92022
5. Cal-Western Reconveyance Corp
525 East Main St.
El Cajon, CA 92022
6. Samir Abadir
28441 Rancho California Rd., # 106
Temecula, CA 92590

EXHIBIT NO. E^a

The envelope was sealed and placed for collection and mailing at MURRIETA, CALIFORNIA, on the same date following the ordinary business practices.

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

Executed this 9th of December, 2008 at MURRIETA, CALIFORNIA.

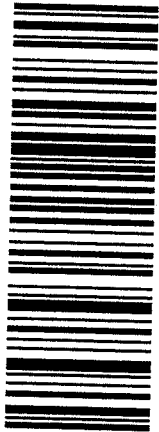


Elizabeth Ross, Code Enforcement Aide

Article Number: 70062760000005708309, 70062760000005708316, 70062760000005708323,
70627600000005708330, 70062760000005708347, 70062760000005708354

County of Riverside
Code Enforcement Department
39493 Los Alamos Road
Murrieta, CA 92563

60E8 0250 0000 0922 9002



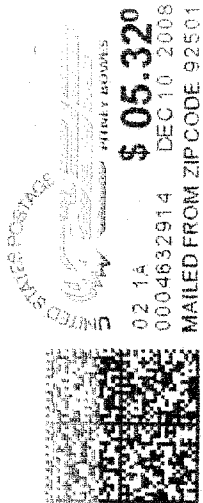
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL™

11121
70

**Christina Abadir
33608 Blue Water Way
Temecula, CA 9259**

REC'D JAN 23 2009



1-7
1-14

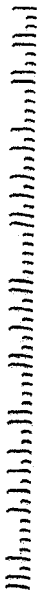
NIXIE 923 SE 1 05 01/18/09

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 923563503993 *0804-04024-10-99

RETURN RECEIPT REQUESTED 92592+7839 R067

923563503993



7006 2760 0000 0570 8309

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OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Postmark
Here

**Christina Abadir
33608 Blue Water Way
Temecula, CA 92592
CV0808056 MS**

EXHIBIT NO. E10

7006 2760 0000 0570 8316

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

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

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Postmark
Here

National City Bank
PO Box 8800
Dayton, OH 45401-8800
cv0808056 MS

PS Form 3800, August 2006

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:

REC'D DEC 22 2008

National City Bank
PO Box 8800
Dayton, OH 45401-8800
cv0808056 MS

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Walter Thompson
 B. Received by (Printed Name)
WALTER THOMPSON

☐ Agent

☐ Addressee

C. Date of Delivery

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

If YES, enter delivery address below: ☐ No

DEC 15 2008

Mail ☐ Express Mail
☐ Return Receipt for Merchandise
☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

(Transfer from service label)

7006 2760 0000 0570 8316

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

EXHIBIT NO.

E11

7006 2760 0000 0570 8323

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	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Postmark
Here

National City Mortgage
3232 Newmark Dr.
Miamisburg, OH 45342
cv0808056 MS

PS Form 3800, August 2006

See Reverse for Instructions

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

REC'D DEC 18 2008

National City Mortgage
3232 Newmark Dr.
Miamisburg, OH 45342
cv0808056 MS

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

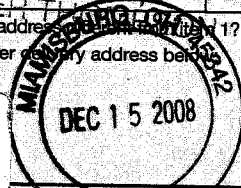
B. Received by (Printed Name)

WALTER THOMPSON

C. Date of Delivery

D. Is delivery address on this mailpiece? ☐ Yes

If YES, enter delivery address below ☐ No



Mail	<input type="checkbox"/> Express Mail
nd	<input type="checkbox"/> Return Receipt for Merchandise
Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
(Transfer from service label)

7006 2760 0000 0570 8323

PS Form 3811, August 2001

Domestic Return Receipt

402595-02-M-1540

EXHIBIT NO. E12

7006 2760 0000 0570 8330

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	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		

Cal-Western Reconveyance Corp
PO Box 22004
El Cajon, CA 92022
CV0808056 MS

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p><i>Andree Adler</i></p> <p>B. Received by (Printed Name) Andree Adler</p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>1. Article Addressed to:</p> <p>Cal-Western Reconveyance Corp PO Box 22004 El Cajon, CA 92022 CV0808056 MS</p>		<p>Mail <input type="checkbox"/> Express Mail</p> <p>d. <input type="checkbox"/> Return Receipt for Merchandise</p> <p>ail <input type="checkbox"/> C.O.D.</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7006 2760 0000 0570 8330</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540</p>			

7006 2760 0000 0570 8347

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	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		

Cal-Western Reconveyance Corp
525 East Main St.
El Cajon, CA 92022
CV0808056 MS

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <i>x andree adler</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) Andree Adler</p> <p>C. Date of Delivery</p>	
<p>1. Article Addressed to:</p> <p>REC'D DEC 18 2008</p> <p>Cal-Western Reconveyance Corp 525 East Main St. El Cajon, CA 92022 CV0808056 MS</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7006 2760 0000 0570 8347</p>		<p>3. <input type="checkbox"/> Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D.</p>	
<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>			

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

EXHIBIT NO. E14

7006 2760 0000 0570 8354

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OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Postmark
Here

Samir Abadir
28441 Rancho California Rd., # 106
Temecula, CA 92590
CV0808056 MS

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: **REC'D DEC 16 2008**

Samir Abadir
28441 Rancho California Rd., # 106
Temecula, CA 92590
CV0808056 MS

COMPLETE THIS SECTION ON DELIVERY

A. Signature x <i>[Signature]</i>		<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
B. Received by (Printed Name) <i>[Signature]</i>	C. Date of Delivery <i>[Signature]</i>	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No		

Mail	<input type="checkbox"/> Express Mail
Mail	<input type="checkbox"/> Return Receipt for Merchandise
Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
(Transfer from service label) **7006 2760 0000 0570 8354**

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

EXHIBIT NO. E15



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

NOTICE OF VIOLATION

July 8, 2009

See attached Notice List / Interested Parties

Re: **Riverside County Abatement Case No.: CV08-08056**
Subject Property: 33608 Blue Water Way, Temecula, CA APN: 966-030-049

TO ALL OWNERS AND INTERESTED PARTIES OF THE ABOVE DESCRIBED SUBJECT PROPERTY


An inspection was made of the above referenced subject property on in response to complaints received by this office. The structure(s) were found to be substandard and a public nuisance in violation of Riverside County Code Section(s) 15.16, and as such was posted with a "Danger Do Not Enter" sign and a copy of the enclosed "Notice of Defects" which sets forth the conditions which render the building unsafe for human habitation.

THE OWNER OF RECORD of the subject property is hereby noticed and ordered within thirty (30) days of this notice to obtain all necessary permits from the Department of Building and Safety and to correct or abate the unsafe conditions either by repairing all violative conditions indicated in the attached "Notice of Defects," or demolition and removal of the structure(s). **ALL PARTIES WITH INTEREST** in the subject property may comply with the provisions of this notice within fifteen (15) days after the expiration of the thirty (30) period.

NOTICE IS HEREBY GIVEN that failure to comply with this notice will result in further civil, criminal or administrative proceedings for demolition of the structure(s) and abatement of the public nuisance and could result in the imposition of a lien on the subject properties for costs, including attorney's fees, related to the enforcement of all ordinances and abatement of violative conditions. A "Notice of Noncompliance" has been recorded with the Riverside County Recorder's Office. At the conclusion of this case, you will receive a statement of expense associated with the abatement of such nuisance.

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 Riverside County Ordinance number 725. The Department may seek recovery of such costs from the property owner(s) which may result in a special assessment lien against the property. Additionally, should Code Enforcement abate the property, the costs associated therewith, as well as all abatement costs allowed under Riverside County Ordinance 725, will be sought from the property owner(s) and/or may result in a special assessment lien against the property.

NOTICE IS FURTHER GIVEN that in accordance with Sections 17274 and 24436.5 of the Revenue and Taxation Code, a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the taxable year affected by these abatement proceedings.

 for

J. Tate, Code Enforcement Officer

Enclosure: Notice of Defects (1)

RIVERSIDE COUNTY DEPARTMENT OF BUILDING AND SAFETY CODE ENFORCEMENT

NOTICE OF DEFECTS

		UNIFORM HOUSING CODE SECTIONS	HEALTH & SAFETY CODE SECTIONS
SUBSTANDARD BUILDING CONDITIONS:			
1. <input type="checkbox"/>	Lack of or improper water closet, lavatory, bathtub, shower or kitchen sink.....	1001(b)1,2,3	17920.3(a)1,2,3
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
2. <input type="checkbox"/>	Lack of hot and cold running water to plumbing fixtures	1001(b)4,5	17920.3(a)4,5
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
3. <input type="checkbox"/>	Lack of connection to required sewage system.....	1001(b)14	17920.3(a)14
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
4. <input type="checkbox"/>	Hazardous plumbing.....	1001(f)	17920.3(e)
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
5. <input type="checkbox"/>	Lack of required electrical lighting.....	1001(b)10	17920.3(a)10
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
6. <input type="checkbox"/>	Hazardous Wiring.....	1001(e)	17920.3(d)
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
7. <input type="checkbox"/>	Lack of adequate heating facilities.....	1001(o)6	17920.3(a)6
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
8. <input type="checkbox"/>	Deteriorated or inadequate foundation.....	1001(c)1	17920.3(b)1
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
9. <input type="checkbox"/>	Defective or deteriorated flooring or floor supports.....	1001(c)2	17920.3(b)2
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
10. <input type="checkbox"/>	Members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration.....	1001(c)4	17920.3(b)4
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
11. <input type="checkbox"/>	Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split, or buckle due to defective material or deterioration.....	1001(c)6	17920.3(b)6
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
12. <input type="checkbox"/>	Dampness of habitable rooms.....	1001(b)11	17920.3(a)11
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
13. <input type="checkbox"/>	Faulty weather protection.....	1001(h)1-4	17920.3(g)1-4
	A. Deteriorated or ineffective weather proofing of exterior walls, roof or floors including broken windows or doors, lack of paint or other approved wall covering.		
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
14. <input type="checkbox"/>	General dilapidation or improper maintenance.....	1001(b)13	17920.3(a)13
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
15. <input type="checkbox"/>	Fire hazard.....	1001(i)	17920.3(h)
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
16. <input checked="" type="checkbox"/>	Extensive fire damage.....		
	OBTAIN PERMIT TO: <input checked="" type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
17. <input checked="" type="checkbox"/>	Public and attractive nuisance - abandoned/vacant.....		
	OBTAIN PERMIT TO: <input checked="" type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
18. <input type="checkbox"/>	Improper occupancy.....	1001(n)	17920.3(n)
	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
19. <input type="checkbox"/>	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
20. <input type="checkbox"/>	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		

*** YOU MUST CORRECT THE ABOVE CONDITIONS WITHIN 30 DAYS OF THE DATE OF THIS NOTICE

Case No. CV080854 Address 33608 Blue Water Way Temecula, CA
Date 9/18/08 Officer Franzer, Angela

PROOF OF SERVICE BY MAIL

Case No: CV08-08056

I, the undersigned, say 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 39493 Los Alamos Road, Ste A, Murrieta, CA.

I am readily familiar with our department's practice for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence is deposited with the United States Postal Service on the same day in the ordinary course of business.

That on July 8, 2009, I served a copy of the papers to which this proof of service is attached, entitled:

NOTICE OF VIOLATION (RCC 15.16)

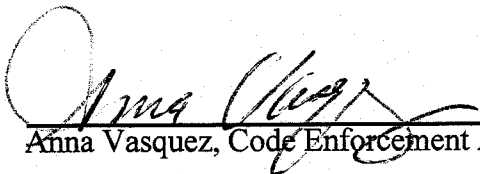
By depositing a copy thereof in an envelope for deposit in the United States Postal Service & Certified Mail, return receipt requested, and addressed as follows:

Address: See attached: NOTICE LIST / INTERESTED PARTIES

The envelope was sealed and placed for collection and mailing at Murrieta, California, on the same date following the ordinary business practices.

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

Executed on July 8, 2009 at Murrieta District Office.



Anna Vasquez, Code Enforcement Aide

Article # 7006276000005782835
7006276000005782828

EXHIBIT NO. E18



John Boyd
DIRECTOR

Code Enforcement Department
County Of Riverside
Murrieta District Office
39493 Los Alamos Road, Suite A
Murrieta, California 92563
(951) 600-6140 – Fax (951) 600-6190

NOTICE LIST / INTERESTED PARTIES

July 6, 2009

RE: Case No.: CV08-08056
APN No.: 966-030-049
Address: 33608 BLUE WATER WAY, TEMECULA, CA. 92592

1. C/O Stephen H. Huchting
Morris Polich & Purdy LLP
1055 West 7th St.
Los Angeles, CA. 90017
2. COUNTY OF RIVERSIDE C/O ROD PACHECO
REGARDING: RIF143161
4075 MAIN ST. RIVERSIDE, CA. 92501
- 3.
- 4.
- 5.
- 6.
- 7.

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:

Morris Polich & Purdy LLP
C/O Stephen H. Huchting
1055 West 7th St.
Los Angeles, CA 90017
CV08-08056 / 966C

2. Article Number

(Transfer from service label)

7006 2760 0000 0578 2835

PS Form 3811, August 2001

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Manuel Zamora

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☐ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

REC'D JUL 15 2009

Domestic Return Receipt

102595-02-M-1540

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

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Postmark
Here

Total F

Morris Polich & Purdy LLP
C/O Stephen H. Huchting
1055 West 7th St.
Los Angeles, CA 90017
CV08-08056 / 966C

Sent To

Street, A
or PO Box
City, State

PS Form 3800, August 2006

See Reverse for Instructions

7006 2760 0000 0578 2835

EXHIBIT NO. E20

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:

County of Riverside
C/O Rod Pacheco
4075 Main St.
Riverside, CA 92501
Ref: RIF14316
CV08-08056 / 966C

2. Article Number
(Transfer from service label)

7006 2760 0000 0578 2828

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

[Signature]

C. Date of Delivery

7/10

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

If YES, enter delivery address below: ☐ No

REC'D JUL 13 2009

3. Service Type

- ☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

U.S. Postal Service™
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For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement)	

Total Postage

Sent To

Street, Apt. No.
or PO Box No.
City, State, Zi

County of Riverside
C/O Rod Pacheco
4075 Main St.
Riverside, CA 92501
Ref: RIF14316
CV08-08056 / 966C

Postmark
Here

PS Form 3800, August 2006

See Reverse for Ins

7006 2760 0000 0578 2828

EXHIBIT NO. C-21



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

NOTICE OF VIOLATION

July 17, 2009

Oak Creek Community Association
C/O Assessment management Services
1 Polaris Way, Ste. 100
Aliso Viejo, CA 92656

Re: **Riverside County Abatement Case No.: CV08-08056**
Subject Property: 33608 Blue Water Way, Temecula, CA APN: 966-030-049

TO ALL OWNERS AND INTERESTED PARTIES OF THE ABOVE DESCRIBED SUBJECT PROPERTY

An inspection was made of the above referenced subject property on in response to complaints received by this office. The structure(s) were found to be substandard and a public nuisance in violation of Riverside County Code Section(s) 15.16, and as such was posted with a "Danger Do Not Enter" sign and a copy of the enclosed "Notice of Defects" which sets forth the conditions which render the building unsafe for human habitation.

THE OWNER OF RECORD of the subject property is hereby noticed and ordered within thirty (30) days of this notice to obtain all necessary permits from the Department of Building and Safety and to correct or abate the unsafe conditions either by repairing all violative conditions indicated in the attached "Notice of Defects," or demolition and removal of the structure(s). **ALL PARTIES WITH INTEREST** in the subject property may comply with the provisions of this notice within fifteen (15) days after the expiration of the thirty (30) period.

NOTICE IS HEREBY GIVEN that failure to comply with this notice will result in further civil, criminal or administrative proceedings for demolition of the structure(s) and abatement of the public nuisance and could result in the imposition of a lien on the subject properties for costs, including attorney's fees, related to the enforcement of all ordinances and abatement of violative conditions. A "Notice of Noncompliance" has been recorded with the Riverside County Recorder's Office. At the conclusion of this case, you will receive a statement of expense associated with the abatement of such nuisance.

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 Riverside County Ordinance number 725. The Department may seek recovery of such costs from the property owner(s) which may result in a special assessment lien against the property. Additionally, should Code Enforcement abate the property, the costs associated therewith, as well as all abatement costs allowed under Riverside County Ordinance 725, will be sought from the property owner(s) and/or may result in a special assessment lien against the property.

NOTICE IS FURTHER GIVEN that in accordance with Sections 17274 and 24436.5 of the Revenue and Taxation Code, a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the taxable year affected by these abatement proceedings.

M. Sanders, Senior Code Enforcement Officer

Enclosure: Notice of Defects (1)

RIVERSIDE COUNTY DEPARTMENT OF BUILDING AND SAFETY CODE ENFORCEMENT NOTICE OF DEFECTS

SUBSTANDARD BUILDING CONDITIONS:		UNIFORM HOUSING CODE SECTIONS	HEALTH & SAFETY CODE SECTIONS
1. <input type="checkbox"/>	Lack of or improper water closet, lavatory, bathtub, shower or kitchen sink..... OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure	1001(b)1,2,3	17920.3(a)1,2,3
2. <input type="checkbox"/>	Lack of hot and cold running water to plumbing fixtures OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure	1001(b)4,5	17920.3(a)4,5
3. <input type="checkbox"/>	Lack of connection to required sewage system..... OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure	1001(b)14	17920.3(a)14
4. <input type="checkbox"/>	Hazardous plumbing..... OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure	1001(f)	17920.3(e)
5. <input type="checkbox"/>	Lack of required electrical lighting..... OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure	1001(b)10	17920.3(a)10
6. <input type="checkbox"/>	Hazardous Wiring..... OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure	1001(e)	17920.3(d)
7. <input type="checkbox"/>	Lack of adequate heating facilities..... OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure	1001(o)6	17920.3(a)6
8. <input type="checkbox"/>	Deteriorated or inadequate foundation..... OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure	1001(c)1	17920.3(b)1
9. <input type="checkbox"/>	Defective or deteriorated flooring or floor supports..... OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure	1001(c)2	17920.3(b)2
10 <input type="checkbox"/>	Members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration..... OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure	1001(c)4	17920.3(b)4
11 <input type="checkbox"/>	Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split, or buckle due to defective material or deterioration..... OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure	1001(c)6	17920.3(b)6
12 <input type="checkbox"/>	Dampness of habitable rooms..... OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure	1001(b)11	17920.3(a)11
13 <input type="checkbox"/>	Faulty weather protection..... A. Deteriorated or ineffective weather proofing of exterior walls, roof or floors including broken windows or doors, lack of paint or other approved wall covering. OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure	1001(h)1-4	17920.3(g)1-4
14 <input type="checkbox"/>	General dilapidation or improper maintenance..... OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure	1001(b)13	17920.3(a)13
15 <input type="checkbox"/>	Fire hazard..... OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure	1001(i)	17920.3(h)
16 <input checked="" type="checkbox"/>	Extensive fire damage..... OBTAIN PERMIT TO: <input checked="" type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
17 <input checked="" type="checkbox"/>	Public and attractive nuisance - abandoned/vacant..... OBTAIN PERMIT TO: <input checked="" type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
18 <input type="checkbox"/>	Improper occupancy..... OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure	1001(n)	17920.3(n)
19 <input type="checkbox"/>	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
20 <input type="checkbox"/>	OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		

*** YOU MUST CORRECT THE ABOVE CONDITIONS WITHIN 30 DAYS OF THE DATE OF THIS NOTICE

Case No. CV080854 Address 33608 Blue Water Way Temecula, CA
Date 9/18/08 Officer Franzer, Angela

PROOF OF SERVICE BY MAIL

Case No: CV08-08056

I, the undersigned, say 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 39493 Los Alamos Road, Ste A, Murrieta, CA.

I am readily familiar with our department's practice for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence is deposited with the United States Postal Service on the same day in the ordinary course of business.

That on July 17, 2009, I served a copy of the papers to, which this proof of service is attached, entitled:

NOTICE OF VIOLATION (RCC 15.16)

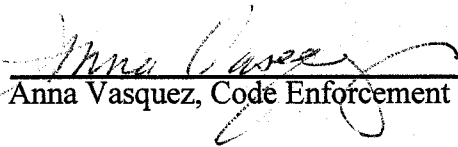
By depositing a copy thereof in an envelope for deposit in the United States Postal Service & Certified Mail, return receipt requested, and addressed as follows:

Address: Oak Creek Community Association
C/O Assessment management Services
1 Polaris Way, Ste. 100
Aliso Viejo, CA 92656

The envelope was sealed and placed for collection and mailing at Murrieta, California, on the same date following the ordinary business practices.

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

Executed on July 17, 2009 at Murrieta District Office.


Anna Vasquez, Code Enforcement Aide

Article # 7006276000005782569

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	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (End)	
Tot: Oak Creek Community Association C/O Assessment management Services 1 Polaris Way, Ste. 100 Aliso Viejo, CA 92656 CV08-08056 / 966C	
PS Form 3800, August 2006	

7006 2760 0000 0578 2569

Postmark Here

See Reverse for Instructions

EXHIBIT NO. 124

[Home](#) | [Help](#) | [Sign In](#)[Track & Confirm](#)[FAQs](#)

Track & Confirm

Search Results

Label/Receipt Number: **7006 2760 0000 0578 2569**Service(s): **Certified Mail™**Status: **Delivered**

Your item was delivered at 11:42 AM on July 20, 2009 in ALISO VIEJO, CA 92656.

[Track & Confirm](#)

Enter Label/Receipt Number.

[Go >](#)

Detailed Results:

- **Delivered, July 20, 2009, 11:42 am, ALISO VIEJO, CA 92656**
- **Notice Left, July 18, 2009, 9:47 am, ALISO VIEJO, CA 92656**

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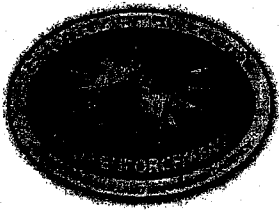
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**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

NOTICE OF VIOLATION

July 17, 2009

Criminal Defense League
C/O Reginald Taylor (RIF143161)
4129 Main St.
Riverside, CA 92501

Re: **Riverside County Abatement Case No.: CV08-08056**
Subject Property: 33608 Blue Water Way, Temecula, CA APN: 966-030-049

TO ALL OWNERS AND INTERESTED PARTIES OF THE ABOVE DESCRIBED SUBJECT PROPERTY

An inspection was made of the above referenced subject property on in response to complaints received by this office. The structure(s) were found to be substandard and a public nuisance in violation of Riverside County Code Section(s) 15.16, and as such was posted with a "Danger Do Not Enter" sign and a copy of the enclosed "Notice of Defects" which sets forth the conditions which render the building unsafe for human habitation.

THE OWNER OF RECORD of the subject property is hereby noticed and ordered within thirty (30) days of this notice to obtain all necessary permits from the Department of Building and Safety and to correct or abate the unsafe conditions either by repairing all violative conditions indicated in the attached "Notice of Defects," or demolition and removal of the structure(s). **ALL PARTIES WITH INTEREST** in the subject property may comply with the provisions of this notice within fifteen (15) days after the expiration of the thirty (30) period.

NOTICE IS HEREBY GIVEN that failure to comply with this notice will result in further civil, criminal or administrative proceedings for demolition of the structure(s) and abatement of the public nuisance and could result in the imposition of a lien on the subject properties for costs, including attorney's fees, related to the enforcement of all ordinances and abatement of violative conditions. A "Notice of Noncompliance" has been recorded with the Riverside County Recorder's Office. At the conclusion of this case, you will receive a statement of expense associated with the abatement of such nuisance.

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 Riverside County Ordinance number 725. The Department may seek recovery of such costs from the property owner(s) which may result in a special assessment lien against the property. Additionally, should Code Enforcement abate the property, the costs associated therewith, as well as all abatement costs allowed under Riverside County Ordinance 725, will be sought from the property owner(s) and/or may result in a special assessment lien against the property.

NOTICE IS FURTHER GIVEN that in accordance with Sections 17274 and 24436.5 of the Revenue and Taxation Code, a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the taxable year affected by these abatement proceedings.

M. Sanders, Senior Code Enforcement Officer

Enclosure: Notice of Defects (1)

RIVERSIDE COUNTY DEPARTMENT OF BUILDING AND SAFETY CODE ENFORCEMENT

NOTICE OF DEFECTS

UNIFORM HOUSING HEALTH & SAFETY
CODE SECTIONS CODE SECTIONS

SUBSTANDARD BUILDING CONDITIONS:

- | | | |
|--|--------------|-----------------|
| 1. <input type="checkbox"/> Lack of or improper water closet, lavatory, bathtub, shower or kitchen sink..... | 1001(b)1,2,3 | 17920.3(a)1,2,3 |
| OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure | | |
| 2. <input type="checkbox"/> Lack of hot and cold running water to plumbing fixtures | 1001(b)4,5 | 17920.3(a)4,5 |
| OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure | | |
| 3. <input type="checkbox"/> Lack of connection to required sewage system..... | 1001(b)14 | 17920.3(a)14 |
| OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure | | |
| 4. <input type="checkbox"/> Hazardous plumbing..... | 1001(f) | 17920.3(e) |
| OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure | | |
| 5. <input type="checkbox"/> Lack of required electrical lighting..... | 1001(b)10 | 17920.3(a)10 |
| OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure | | |
| 6. <input type="checkbox"/> Hazardous Wiring..... | 1001(e) | 17920.3(d) |
| OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure | | |
| 7. <input type="checkbox"/> Lack of adequate heating facilities..... | 1001(o)6 | 17920.3(a)6 |
| OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure | | |
| 8. <input type="checkbox"/> Deteriorated or inadequate foundation..... | 1001(c)1 | 17920.3(b)1 |
| OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure | | |
| 9. <input type="checkbox"/> Defective or deteriorated flooring or floor supports..... | 1001(c)2 | 17920.3(b)2 |
| OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure | | |
| 10 <input type="checkbox"/> Members of walls, partitions or other vertical supports that split, lean, list or buckle
due to defective material or deterioration..... | 1001(c)4 | 17920.3(b)4 |
| OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure | | |
| 11 <input type="checkbox"/> Members of ceilings, roofs, ceiling and roof supports or other horizontal members
which sag, split, or buckle due to defective material or deterioration..... | 1001(c)6 | 17920.3(b)6 |
| OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure | | |
| 12 <input type="checkbox"/> Dampness of habitable rooms..... | 1001(b)11 | 17920.3(a)11 |
| OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure | | |
| 13 <input type="checkbox"/> Faulty weather protection..... | 1001(h)1-4 | 17920.3(g)1-4 |
| A. Deteriorated or ineffective weather proofing of exterior walls, roof or floors
including broken windows or doors, lack of paint or other approved wall covering. | | |
| OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure | | |
| 14 <input type="checkbox"/> General dilapidation or improper maintenance..... | 1001(b)13 | 17920.3(a)13 |
| OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure | | |
| 15 <input type="checkbox"/> Fire hazard..... | 1001(i) | 17920.3(h) |
| OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure | | |
| 16 <input checked="" type="checkbox"/> Extensive fire damage..... | | |
| OBTAIN PERMIT TO: <input checked="" type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure | | |
| 17 <input checked="" type="checkbox"/> Public and attractive nuisance - abandoned/vacant..... | | |
| OBTAIN PERMIT TO: <input checked="" type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure | | |
| 18 <input type="checkbox"/> Improper occupancy..... | 1001(n) | 17920.3(n) |
| OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure | | |
| 19 <input type="checkbox"/> | | |
| OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure | | |
| 20 <input type="checkbox"/> | | |
| OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure | | |

*** YOU MUST CORRECT THE ABOVE CONDITIONS WITHIN 30 DAYS OF THE DATE OF THIS NOTICE

Case No. CV080854 Address 33608 Blue Water Way Temecula, CA
Date 9/18/08 Officer Franzer, Angela

PROOF OF SERVICE BY MAIL

Case No: CV08-08056

I, the undersigned, say 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 39493 Los Alamos Road, Ste A, Murrieta, CA.

I am readily familiar with our department's practice for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence is deposited with the United States Postal Service on the same day in the ordinary course of business.

That on July 22, 2009, I served a copy of the papers to which this proof of service is attached, entitled:

NOTICE OF VIOLATION (RCC 15.16)

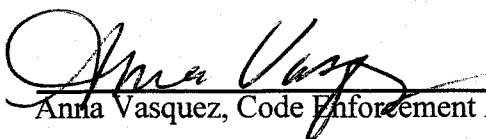
By depositing a copy thereof in an envelope for deposit in the United States Postal Service & Certified Mail, return receipt requested, and addressed as follows:

Address: Criminal Defense League
C/O Reginald Taylor (RIF 143161)
4129 Main St.
Riverside, CA 92501

The envelope was sealed and placed for collection and mailing at Murrieta, California, on the same date following the ordinary business practices.

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

Executed on July 22, 2009 at Murrieta District Office.


Anna Vasquez, Code Enforcement Aide

Article # 70062760000005784327


U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
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Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endor)	
Total	
Sent 1	
Street or PO	Criminal Defense League
City, State	C/O Reginald Taylor
	4129 Main St.
	Riverside, CA 92501
	CV08-08056 / 966C

7006 2760 0000 0578 4327

Postmark
here

PS Form 3800, August 2006 See Reverse for Instructions

EXHIBIT NO. E-28

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature </p> <p>B. Received by (Printed Name) C. Reginald Taylor</p> <p>C. Date of Delivery JUL 3 04 2009</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>1. Article Addressed to:</p> <p>Criminal Defense League C/O Reginald Taylor 4129 Main St. Riverside, CA 92501 CV08-08056 / 966C</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> E.O.D.</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>PS Form 3811, August 2001</p>		<p>7006 2760 0000 0578 4327</p> <p>Domestic Return Receipt 102595-02-14-1540</p>	