

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

7063



FROM: County Counsel/TLMA
Code Enforcement Department

SUBJECT: Abatement of Public Nuisance [Accumulation of Rubbish];
Case No.: CV 09-05774 (ESTATE OF FREY)
Subject Property: 44174 Florida Avenue, Hemet
APN: 549-152-038
District Three

SUBMITTAL DATE:
January 13, 2010

RECOMMENDED MOTION: Move that:

- 1) The accumulation of rubbish on the real property located at 44174 Florida Avenue, Hemet, Riverside County, California, APN: 549-152-038, be declared a public nuisance and a violation of Riverside County Ordinance No. 541 which does not permit the accumulation of rubbish on the property.
- (2) Owner, Estate of Patricia Darlene Frey, or whoever has possession and control of the subject real property, be directed to abate the accumulation of rubbish on the property by removing and disposing of the same from the real property within ninety (90) days.

[Signature]
JULIE 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: *Alex Gann*
Alex Gann

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: January 26, 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:

9.2

**ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD**

Dept's Recomm.: ☐ Policy
Consent ☒ Policy
Per Exec. Ofc.: ☐ Consent ☒ Policy

- (3) 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 accumulation of rubbish by removing and disposing of the same from the real property.
- (4) The reasonable cost of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Riverside County Ordinance No. 725.
- (5) County Counsel be directed to prepare the necessary Findings of Facts and Conclusions that the accumulation of rubbish on the real property is declared to be in violation of Riverside County Ordinance No. 541, and a public nuisance, and further, to prepare an Order to Abate for approval by the Board.

JUSTIFICATION:

1. An initial inspection was made of the subject real property by the Code Enforcement Officers on August 6, 2009. The inspection revealed the accumulation of rubbish on the subject property in violation of Riverside County Ordinance No. 541. The rubbish consisted of, but was not limited to: paper trash, cardboard, broken furniture, green waste and other miscellaneous items.
2. Subsequent inspections of the above-described real property on October 8, 2009 and December 29, 2009, revealed the property continues to be in violation of Riverside County Ordinance No. 541.
3. Staff and the Code Enforcement Department have complied with the requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for the removal of accumulated rubbish.

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IN RE ABATEMENT OF PUBLIC NUISANCE)	CASE NO. CV 09-05774
[ACCUMULATION OF RUBBISH] APN: 549-)	
152-038, 44174 FLORIDA AVENUE, HEMET,)	DECLARATION OF CODE
COUNTY OF RIVERSIDE, STATE OF)	ENFORCEMENT OFFICER
CALIFORNIA; ESTATE OF PATRICIA)	ANGELA FRAZIER
DARLENE FREY, OWNER.)	
)	[R.C.O. No. 541 (RCC Title 8.120)]
)	

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

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

2. I am informed and believe and based thereon allege that on August 6, 2009, Officer Durant conducted an initial inspection of the real property described as 44174 Florida Avenue, Hemet, Riverside County, California and further described as Assessor's Parcel Number 549-152-038 (hereinafter referred to as "THE PROPERTY"). A true and correct copy of a Thomas Brothers map indicating the location of THE PROPERTY is attached hereto as Exhibit "A" and incorporated herein by reference.

3. A review of County records and documents disclosed that THE PROPERTY was owned by Estate of Patricia Darlene Frey (hereinafter referred to as the "OWNER"). Certified copies of the County Equalized Assessment Roll for the year 2009-2010 and County Geographic Information System ("GIS") report is attached hereto as Exhibit "B" and incorporated herein by reference.

4. Based on the Lot Book Report from RZ Title Service on August 17, 2009, it is determined that additional parties may potentially hold a legal interest in THE PROPERTY, to wit: Liberty Reverse Mortgage, Inc., Lender's Choice Title Company, Seattle Mortgage Company, and Secretary of Housing and Urban Development (hereinafter collectively referred to as "INTERESTED PARTIES"). A true and correct copy of the Lot Book Report is attached hereto as Exhibit "C" and incorporated herein by reference.

1 5. I am informed and believe and based thereon allege that on August 6, 2009, Officer Durant
2 conducted an initial inspection of THE PROPERTY. He observed THE PROPERTY to be abandoned,
3 fenced with an open gate. He entered THE PROPERTY through the open fence and observed
4 accumulation of rubbish throughout THE PROPERTY consisting of but not limited to: paper trash,
5 cardboard, broken furniture, green waste and other miscellaneous items. Using the pacing method,
6 Officer Durant measured the area and determined that the amount of accumulated rubbish on THE
7 PROPERTY totaled approximately seven thousand (7,000) square feet. He posted a Notice of Violation
8 on THE PROPERTY.

9 6. As a result of the accumulation of rubbish, THE PROPERTY constituted a public nuisance in
10 violation of the provisions set forth in Riverside County Ordinance No. 541, as codified in Riverside
11 County Code Title 8.120.

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

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

16 9. On August 7, 2009, a Notice of Violation was mailed to OWNER by certified mail with
17 return receipt requested. On August 27, 2009, a Notice of Violation was mailed to OWNER and
18 INTERESTED PARTIES by certified mail with return receipt requested.

19 10. On October 8, 2009, I conducted a follow-up inspection of THE PROPERTY. I observed
20 the parcel was unchanged and remained in violation of Riverside County Ordinance No. 541.

21 11. On November 13, 2009, I received a telephone call from a neighboring property owner.
22 The neighbor advised the property in question is now being used for illegal drug activities and individuals
23 are dumping more trash onto the property which has caused rats onto the neighbor's property.

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

27 13. A Notice of Noncompliance regarding the accumulation of rubbish was recorded in the
28 Office of the Assessor, County Clerk & Recorder, County of Riverside, State of California, on August 13,

1 2009, as Instrument Number 2009-0423080. A true and correct copy of the notice is attached hereto and
2 incorporated herein by reference as Exhibit "F".

3 14. On December 29, 2009 the second notice, "Notice to Abate Public Nuisance" providing
4 notification of the Board of Supervisors' hearing scheduled for January 26, 2009, was mailed to OWNER
5 and INTERESTED PARTIES by certified mail, return receipt requested and on December 29, 2009 was
6 posted on THE PROPERTY. True and correct copies of the notice and supporting documentation are
7 attached hereto as Exhibit "G" and incorporated herein by reference.

8 15. A follow-up inspection on December 29, 2009 revealed that THE PROPERTY remains in
9 violation.

10 16. Removal of the accumulation of rubbish on THE PROPERTY is required to bring THE
11 PROPERTY into compliance with Riverside County Ordinance No. 541 (RCC Chapter 8.120) and the
12 Health and Safety Code. Under RCO No. 541, no amount of rubbish is allowed to accumulate on THE
13 PROPERTY.

14 17. The Board of Supervisors is requested to issue an Order to Abate the Nuisance described
15 herein. Accordingly, the following findings and conclusions are recommended:

16 (a) the accumulation of rubbish on THE PROPERTY to be deemed and declared a
17 public nuisance;

18 (b) the OWNER and person(s) in possession of THE PROPERTY be required to
19 remove all accumulated rubbish within ninety (90) days of the date of the posting and mailing of the
20 Board's Order to Abate Nuisance, in accordance with all Riverside County Ordinances, including but not
21 limited to the provisions of County Ordinance No. 541;

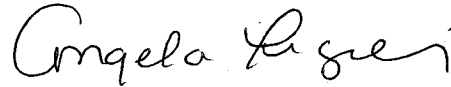
22 (c) in the event the rubbish is not removed and disposed of according to the above
23 referenced ninety (90) day time period in strict accordance with all Riverside County Ordinances,
24 including but not limited to Riverside County Ordinance No. 541 (RCC Chapter 8.120), the rubbish shall
25 be abated by representatives of the Riverside County Code Enforcement Department, a contractor or the
26 Sheriff's Department; and

27 (d) reasonable costs of abatement, after notice and opportunity for hearing, shall be
28 imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE

1 PROPERTY pursuant to Government Code Section 25845 and Riverside County Ordinance Nos. 541
2 (RCC Title 8.120) and 725 (RCC Title 1).

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

5 Executed this 29th day of December, 2009. at Riverside, California.

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7 

8 ANGELA FRAZIER
9 Code Enforcement Technician
10 Code Enforcement Department
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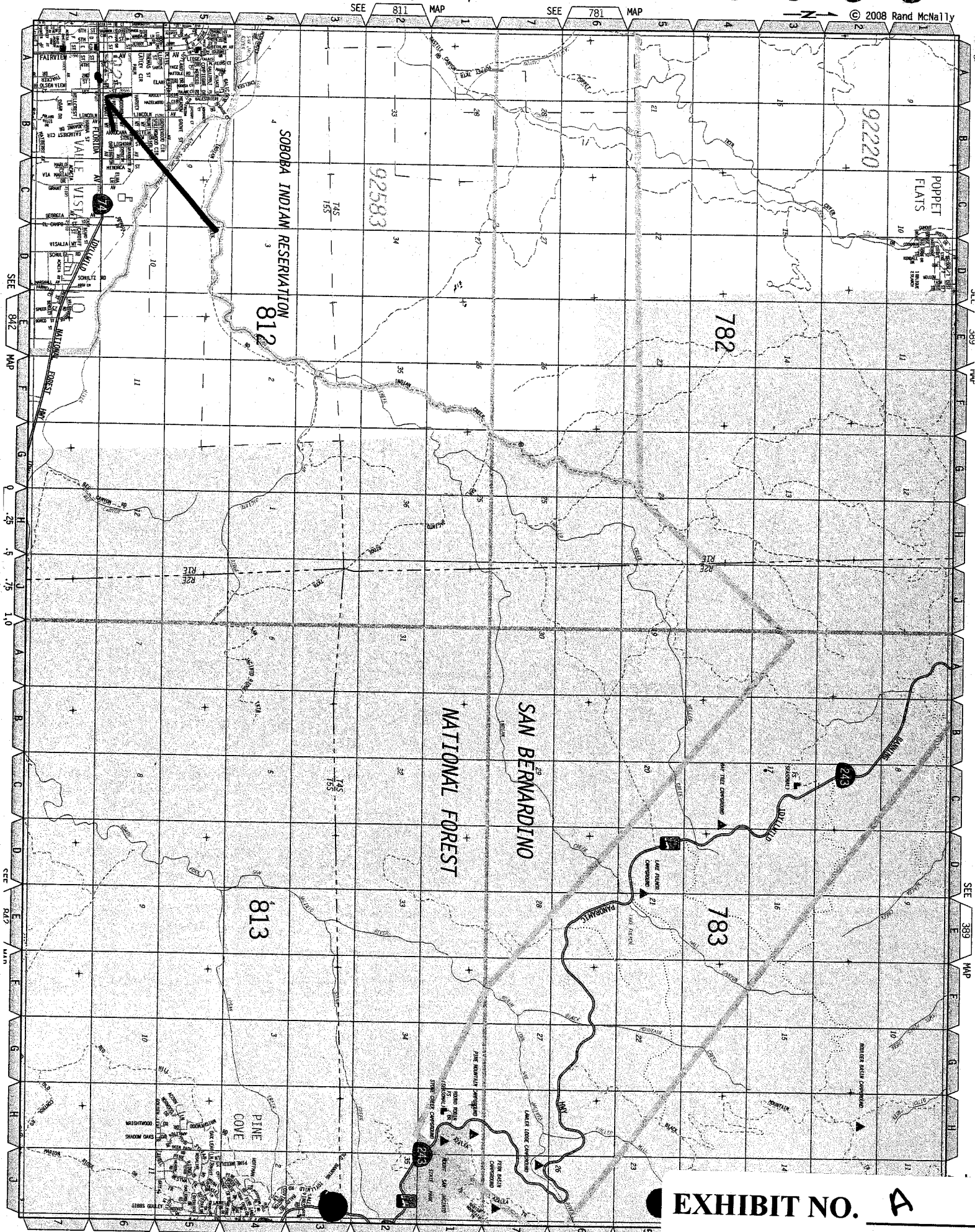


EXHIBIT NO. A

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

Assessment #549152038-5		Parcel # 549152038-5	
Assessee:	FREY PATRICIA DARLENE	Land	76,381
Mail Address:	44174 FLORIDA AVE HEMET CA 92544	Structure	25,059
		Full Value	101,440
Real Property Use Code:	R1	Total Net	101,440
Base Year	2003		
Conveyance Number:	0256925		
Conveyance (mm/yy):	4/2007		
PUI:	R010022		
TRA:	71-203		
Taxability Code:	0-00		
Assessment Description:	INCL 10% PENALTY PURSUANT TO SEC 463 R&T CODE		
ID Data:	Lot 9 MB 005/285 TOWN OF FLORIDA		
Situs Address:	44174 FLORIDA AVE HEMET CA 92544		

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(s) to be a full, true and
correct copy of the original on file and
of record in my office.

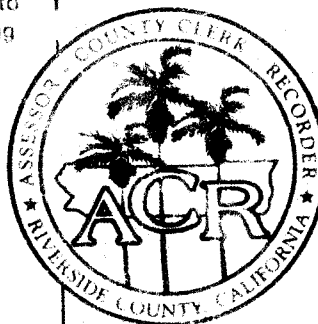
Larry W. Wan

Assessor - County Clerk - Recorder

County of Riverside, State of California

DEC 31 2009

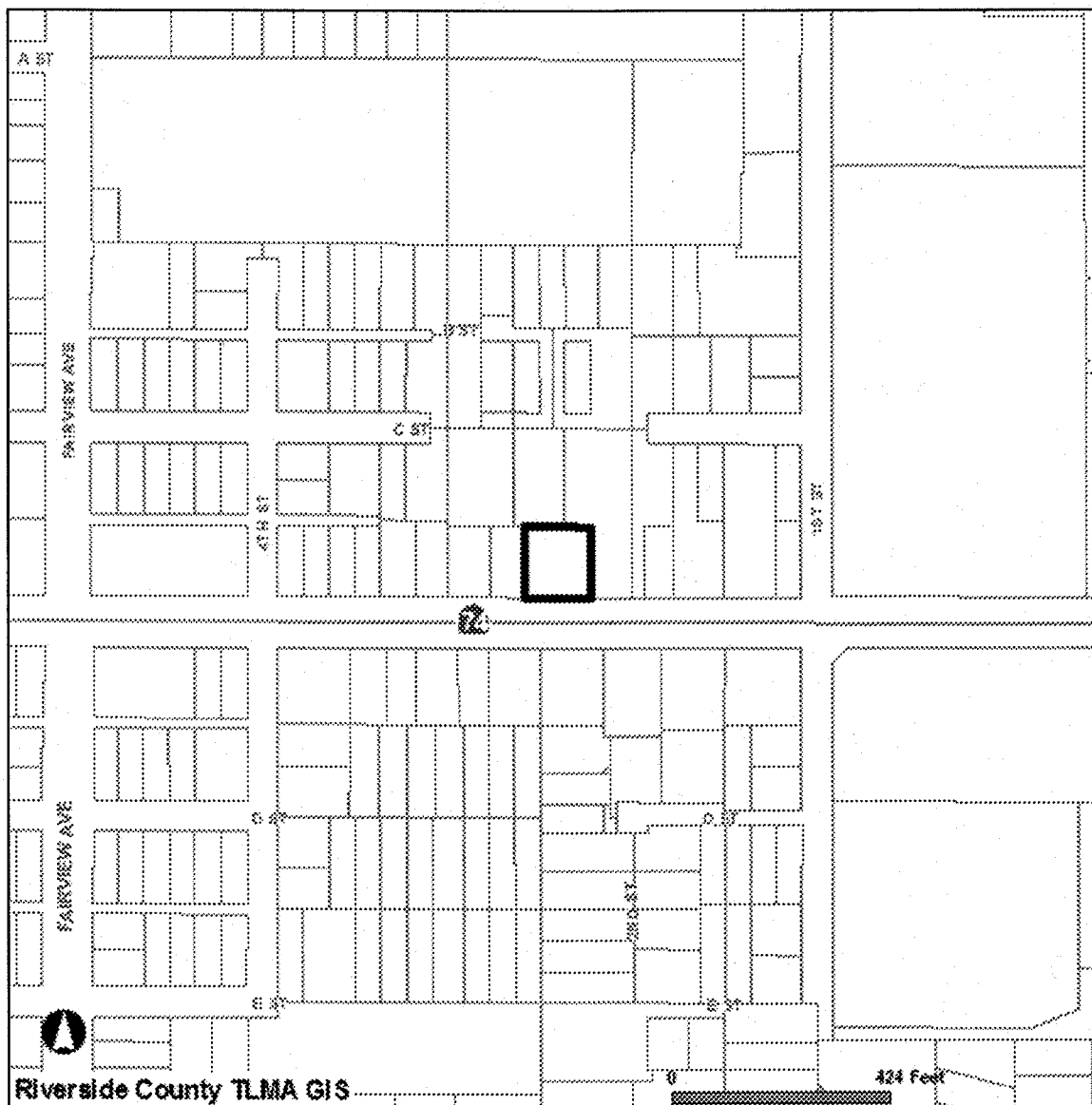
Dated: _____



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

EXHIBIT NO. **B**

RIVERSIDE COUNTY GIS



Selected parcel(s):
549-152-038

IMPORTANT

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

STANDARD REPORT**APNs**

549-152-038-5

OWNER NAME / ADDRESS

PATRICIA DARLENE FREY
44174 FLORIDA AVE
HEMET, CA. 92544

MAILING ADDRESS

(SEE OWNER)
44174 FLORIDA AVE

EXHIBIT NO. B2

HEMET CA.. 92544

LEGAL DESCRIPTION

RECORDED BOOK/PAGE: MB 5/285 SD
SUBDIVISION NAME: TOWN OF FLORIDA
LOT/PARCEL: 11, BLOCK: P
Por. TRACT NUMBER: NOT AVAILABLE

LOT SIZE

RECORDED LOT SIZE IS 0 ACRES

PROPERTY CHARACTERISTICS

NO PROPERTY DESCRIPTION AVAILABLE

THOMAS BROS. MAPS PAGE/GRID

PAGE: 812 GRID: A6, A7

CITY BOUNDARY/SPHERE

NOT WITHIN A CITY
CITY SPHERE: HEMET
NO ANNEXATION DATE AVAILABLE
LAFCO CASE #: 2006-24-3
NO PROPOSALS

MARCH JOINT POWERS AUTHORITY

NOT IN THE MARCH JOINT POWERS AUTHORITY

INDIAN TRIBAL LAND

NOT IN A TRIBAL LAND

SUPERVISORIAL DISTRICT (ORD. 813)

JEFF STONE, DISTRICT 3

TOWNSHIP/RANGE

T5SR1E SEC 9

ELEVATION RANGE

1766 FEET

PREVIOUS APN

NO DATA AVAILABLE

PLANNING

LAND USE DESIGNATIONS

Zoning not consistent with the General Plan.
CR

AREA PLAN (RCIP)

SAN JACINTO VALLEY

GENERAL PLAN POLICY OVERLAYS

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

GENERAL PLAN POLICY AREAS

NONE

ZONING CLASSIFICATIONS (ORD. 348)

R-R

SPECIFIC PLANS

NOT WITHIN A SPECIFIC PLAN

ZONING OVERLAYS
NOT IN A ZONING OVERLAY**AGRICULTURAL PRESERVE**
NOT IN AN AGRICULTURE PRESERVE**REDEVELOPMENT AREAS**
PROJECT AREA NAME: MCPA
SUBAREA NAME: VALLE VISTA
AMENDMENT NUMBER: 0
ADOPTION DATE: DEC. 23, 1986
ACREAGE: 451 ACRES**AIRPORT INFLUENCE AREAS**
NOT IN AN AIRPORT INFLUENCE AREA**AIRPORT COMPATIBILITY ZONES**
NOT IN AN AIRPORT COMPATIBILITY ZONE

ENVIRONMENTAL

CVMSHCP (COACHELLA VALLEY MULTI-SPECIES HABITAT CONSERVATION PLAN) CONSERVATION AREA
NOT IN A CONSERVATION AREA**CVMSHCP FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREAS**
NOT IN A FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREA**WRMSHCP (WESTERN RIVERSIDE COUNTY MULTI-SPECIES HABITAT CONSERVATION PLAN) CELL GROUP**
NOT IN A CELL GROUP**WRMSHCP CELL NUMBER**
NOT IN A CELL**HANS/ERP (HABITAT ACQUISITION AND NEGOTIATION STRATEGY/EXPEDITED REVIEW PROCESS)**
NONE

FIRE

HIGH FIRE AREA (ORD. 787)
NOT IN A HIGH FIRE AREA**FIRE RESPONSIBILITY AREAS**
NOT IN A STATE RESPONSE AREA

DEVELOPMENT FEES

CVMSHCP FEE AREA (ORD. 875)
NOT WITHIN THE COACHELLA VALLEY MSHCP FEE AREA**WRMSHCP FEE AREA (ORD. 810)**
IN OR PARTIALLY WITHIN THE WESTERN RIVERSIDE MSHCP FEE AREA. SEE MAP FOR MORE INFORMATION.**ROAD & BRIDGE DISTRICT**
NOT IN A DISTRICT**EASTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 673)**
NOT WITHIN THE EASTERN TUMF FEE AREA**WESTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 824)**

IN OR PARTIALLY WITHIN THESE FEE AREAS. SEE MAP FOR MORE INFORMATION.
SAN JACINTO

DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)
SAN JACINTO VALLEY

SKR FEE AREA (STEPHEN'S KANGAROO RAT ORD. 663.10)
IN OR PARTIALLY WITHIN A FEE AREA. SEE MAP FOR MORE INFORMATION.

DEVELOPMENT AGREEMENTS
NOT IN A DEVELOPMENT AGREEMENT AREA

TRANSPORTATION

CIRCULATION ELEMENT ULTIMATE RIGHT-OF-WAY
IN OR PARTIALLY WITHIN A CIRCULATION ELEMENT RIGHT-OF-WAY. SEE MAP FOR MORE INFORMATION. CONTACT THE TRANSPORTATION DEPT. PERMITS SECTION AT (951) 955-6790 FOR INFORMATION REGARDING THIS PARCEL IF IT IS IN AN UNINCORPORATED AREA.

ROAD BOOK PAGE
152B

CETAP (COMMUNITY AND ENVIRONMENTAL TRANSPORTATION ACCEPTABILITY PROCESS) CORRIDORS
NOT IN A CETAP CORRIDOR.

HYDROLOGY

FLOOD PLAIN REVIEW
NOT REQUIRED.

WATER DISTRICT
EMWD

FLOOD CONTROL DISTRICT
RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

WATERSHED
SAN JACINTO VALLEY

GEOLOGIC

FAULT ZONE
NOT IN A FAULT ZONE

FAULTS
NOT WITHIN A 1/2 MILE OF A FAULT

LIQUEFACTION POTENTIAL
MODERATE

SUBSIDENCE
SUSCEPTIBLE

PALEONTOLOGICAL SENSITIVITY
UNDETERMINED POTENTIAL.
AREAS UNDERLAIN BY SEDIMENTARY ROCKS FOR WHICH LITERATURE AND UNPUBLISHED STUDIES ARE NOT AVAILABLE HAVE UNDETERMINED POTENTIAL FOR CONTAINING SIGNIFICANT PALEONTOLOGICAL RESOURCES. THESE AREAS MUST BE INSPECTED BY A FIELD SURVEY CONDUCTED BY A QUALIFIED VERTEBRATE PALEONTOLOGIST.

MISCELLANEOUS

SCHOOL DISTRICT
HEMET UNIFIED**COMMUNITIES**
VALLE VISTA**COUNTY SERVICE AREA**
NOT IN A COUNTY SERVICE AREA.**LIGHTING (ORD. 655)**
ZONE B, 27.03 MILES FROM MT. PALOMAR OBSERVATORY**2000 CENSUS TRACT**
043701**TAX RATE AREAS**

071-203

- COUNTY FREE LIBRARY
- COUNTY STRUCTURE FIRE PROTECTION
- COUNTY WASTE RESOURCE MGMT DIST
- CSA 152
- EASTERN MUN WTR IMP DIST 17
- EASTERN MUNICIPAL WATER
- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZONE 4
- GENERAL
- GENERAL PURPOSE
- HEMET UNIFIED SCHOOL
- LAKE HEMET MUNICIPAL WATER
- METRO WATER EAST 1301999
- MT SAN JACINTO JUNIOR COLLEGE
- PROJECT 3-VALLE VISTA
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- SAN JACINTO BASIN RESOURCE CONS
- SAN JACINTO VALLEY CEMETERY
- VALLEY HEALTH SYSTEM HOSP DIST
- VALLEY WIDE REC & PARK

SPECIAL NOTES
NO SPECIAL NOTES**CODE COMPLAINTS**

RCLIS MAY NOT REPORT ALL OPEN CODE VIOLATIONS. CHECK OTHER RESOURCES.

REPORT PRINTED ON...Tue Nov 03 08:42:16 2009



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

Lot Book Report

Order Number: **19407**

Customer:

RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT

4080 Lemon Street

Riverside

CA 92501

Attn: Brent Steele

Reference: CV09-05774 / Liz Ross

IN RE: FREY, PATRICIA DARLENE

Order Date: 8/17/2009

Dated as of: 8/12/2009

County Name: Riverside

FEE(s):

Report: \$114.00

Property Address: 44174 Florida Avenue

Hemet

CA 92544

Assessor's Parcel No. : 549-152-038-5

Assessments:

Land Value:	\$74,884.00
Improvement Value:	\$24,568.00
Exemption Value:	\$0.00
Total Value:	\$99,452.00

Tax Information

Property Taxes for the Fiscal Year	2008-2009
First Installment	\$582.90
Penalty	\$58.27
Status	NOT PAID-DELINQUENT
Second Installment	\$582.90
Penalty	\$89.27
Status	NOT PAID-DELINQUENT



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

Order Number: 19407

Reference: CV09-05774 / Liz

Property Vesting

The last recorded document transferring title of said property

Dated	04/11/2007
Recorded	04/17/2007
Document No.	2007-0256925
D.T.T.	\$0.00
Grantor	Patricia Darlene Frey, a single woman, who acquired title as aka Pat Frey, a single woman
Grantee	Patricia Darlene Frey, a single woman

Deeds of Trust

Position No.	1st
A Line of Credit Deed of Trust Dated	04/11/2007
Recorded	04/17/2007
Document No.	2007-0256926
Amount	\$525,000.00
Trustor	Patricia Darlene Frey, a single woman
Trustee	Lenders Choice Title Company
Beneficiary	Liberty Reverse Mortgage, Inc.

Assignment Dated	04/17/2007
Recorded	04/24/2007
Document No.	2007-0273261
Assigned to	Seattle Mortgage Company

Position No.	2nd
A Line of Credit Deed of Trust Dated	04/11/2007
Recorded	04/17/2007
Document No.	2007-0256927
Amount	\$525,000.00



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

Order Number: 19407

Reference: CV09-05774 / Liz

Trustor	Patricia Darlene Frey, a single woman
Trustee	Department of Housing and Urban Development Field Office
Beneficiary	Secretary of Housing and Urban Development

Additional Information

Notice of Non-Compliance filed by	County of Riverside Department of Code Enforcement
In the matter of the property of	Patricia Darlene Frey
Case No.	CV09-05774
Recorded	08/13/2009
Document No.	2009-0423080

Legal Description

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

LOT 9, 10 AND 11 OF BLOCK 18 OF THE TOWN OF FLORIDA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5, PAGE 285 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE WEST 20.00 FEET OF LOT 9,

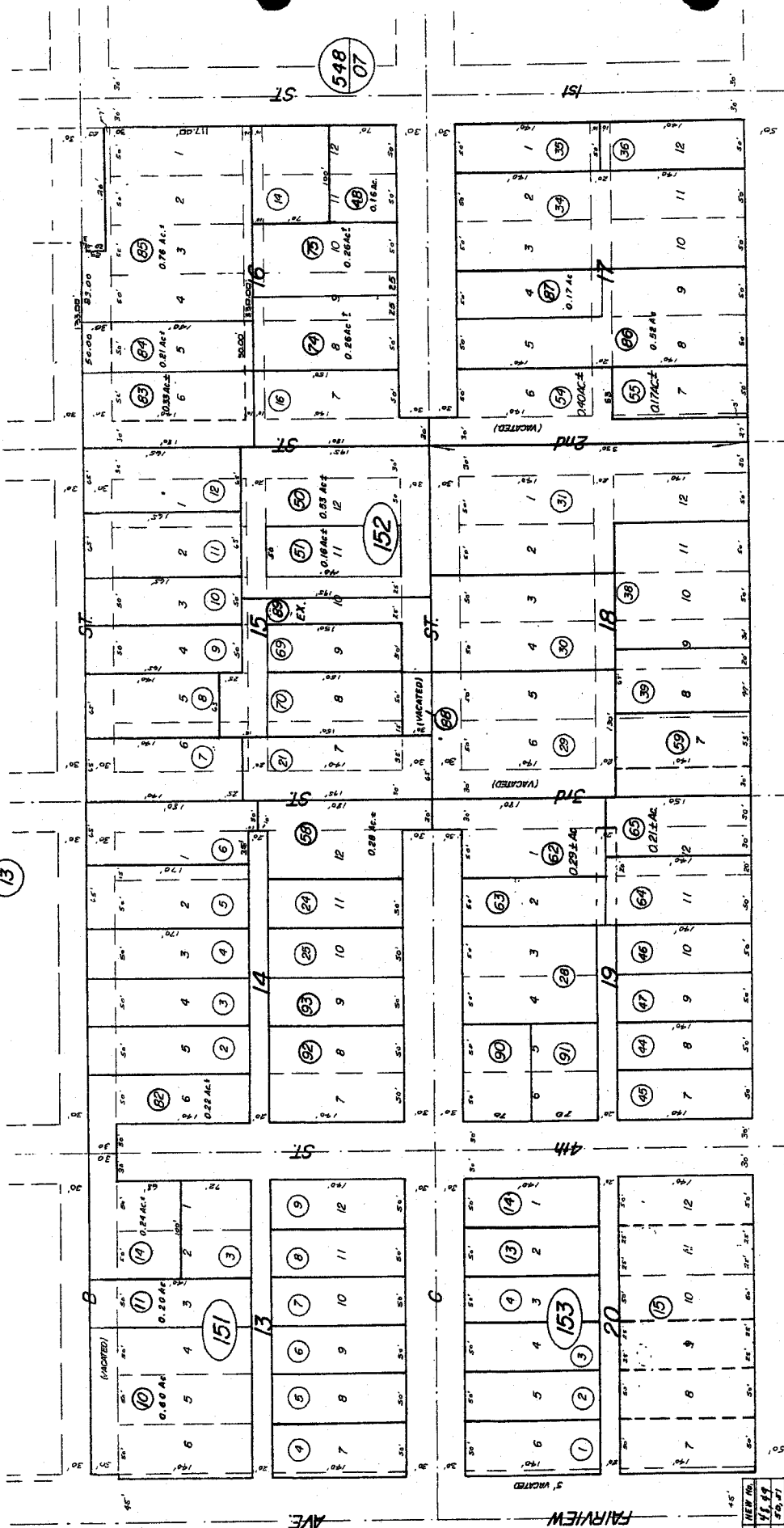
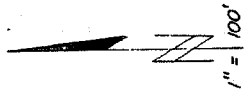
ALSO EXCEPTING THEREFROM ANY PORTION WITHIN THE ALLEY TO NORTH OF SAID PROPERTY.

549-15

T. C. A. 071-203

PTN RHO. SAN JACINTO VIEJO
(SEC. 9 T5S-R1E)

THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY



FLORIDA

TOWN of FLORIDA M.B. 5/205 SD

ASSESSOR'S MAP BK 549 PG 15
RIVERSIDE COUNTY, CALIF

DATE	OLD NO	NEW NO
4-91	152-33	88, 87
5-89	152-88	88, 89
4-08	153-8	15, 14
11-08	153-87	90, 91
8-08	153-88	92, 93
8-08	153-88	94

DATE	OLD NO	NEW NO
1-74	152-77	79
1-74	152-78	80
4-89	151-12	151, 13
4-89	151-13	151, 14
8-13	151-14	151, 15
8-13	152-82	152, 83
8-13	152-83	152, 84
12-83	152-84	152, 85
12-83	152-85	152, 86
12-83	152-86	152, 87
12-83	152-87	152, 88
12-83	152-88	152, 89
12-83	152-89	152, 90
12-83	152-90	152, 91
12-83	152-91	152, 92
12-83	152-92	152, 93
12-83	152-93	152, 94
12-83	152-94	152, 95
12-83	152-95	152, 96
12-83	152-96	152, 97
12-83	152-97	152, 98
12-83	152-98	152, 99
12-83	152-99	152, 100

DATE	OLD NO	NEW NO
10-74	15	15, 14
10-74	16	16, 15
10-74	17	17, 16
10-74	18	18, 17
10-74	19	19, 18
10-74	20	20, 19
10-74	21	21, 20
10-74	22	22, 21
10-74	23	23, 22
10-74	24	24, 23
10-74	25	25, 24
10-74	26	26, 25
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10-74	62	62, 61
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10-74	68	68, 67
10-74	69	69, 68
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DOC # 2007-0256925

04/17/2007 08:00A Fee:10.00

Page 1 of 2

Recorded in Official Records
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY
Lenders Choice Title Company
AND WHEN RECORDED MAIL TOName PATRICIA DARLENE FREY
Street Address 44174 E FLORIDA AVE
City, State Zip HEMET, CA 92544-5461

Order No. 61-00761534

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GRANT DEED

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

City of HEMET

Conveyance Tax is \$0

Parcel No. 549-152-038-5

Documentary Transfer Tax is \$0.11911, VESTING CORRECTION

- ☒ computed on full value of interest or property conveyed, or
☐ full value less value of liens or encumbrances remaining at the time of sale

T

025

Declarant or Agent Determining Tax

10

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

PATRICIA DARLENE FREY, A SINGLE WOMAN, WHO ACQUIRED TITLE AS ^KPAT FREY, A SINGLE WOMAN
AKA^B

hereby GRANT(s) to

PATRICIA DARLENE FREY, A SINGLE WOMAN

the following real property in the city of HEMET

county of RIVERSIDE, state of CALIFORNIA:

See Exhibit A attached hereto and made a part hereof.

Dated: April 11, 2007

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

On April 11, 2007 before me,

Deborah Springer

a Notary Public in and for said County and State, personally appeared

Pat Frey

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.

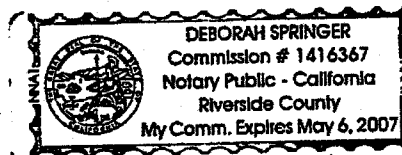
Signature

Deborah Springer

} S.S.

PAT FREY

AKA PATRICIA DARLENE FREY



(This area for official notarial seal)

Exp. May 6, 2007

MAIL TAX STATEMENTS TO PARTY SHOWN ON THE FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

Name

Street Address

City & State

Public Record

7

Exhibit A

DESCRIPTION:

THE REAL PROPERTY IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS:

LOT 9, 10 AND 11 OF BLOCK 18 OF THE TOWN OF FLORIDA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 5, PAGE 285 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPTING THEREFROM THE WEST 20.00 FEET OF LOT 9,

ALSO EXCEPTING THEREFROM ANY PORTION WITHIN THE ALLEY TO NORTH OF SAID PROPERTY.

APN: 549-152-038-5

P.D.F.

This Document Prepared By:
LIBERTY REVERSE MORTGAGE, INC.

3100 ZINFANDEL DRIVE SUITE 300
RANCHO CORDOVA, CALIFORNIA 95670

When Recorded Mail To:
LIBERTY REVERSE MORTGAGE, INCL.

3100 ZINFANDEL DRIVE SUITE 300
RANCHO CORDOVA, CALIFORNIA 95670

61-0076534

[Space Above This]

State of California

DOC # 2007-0256926
04/17/2007 08:00A Fee:36.00
Page 1 of 10
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



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4431590

**ADJUSTABLE RATE
HOME EQUITY CONVERSION DEED OF TRUST**

THIS DEED OF TRUST SECURES A REVERSE MORTGAGE LOAN

THIS DEED OF TRUST ("Security Instrument") is made on APRIL 11, 2007
PATRICIA DARLENE FREY, A SINGLE WOMAN

The trustor is

whose address is 44174 E. FLORIDA AVENUE,
HEMET, CA 92544

LENDERS CHOICE TITLE COMPANY, 3100 ZINFANDEL DR. SUITE 350, RANCHO CORDOVA, CA
("Trustee"). The beneficiary is
LIBERTY REVERSE MORTGAGE, INC.

("Borrower"). The trustee is

organized and existing under the laws of THE STATE OF CALIFORNIA
3100 ZINFANDEL DRIVE SUITE 300, RANCHO CORDOVA, CALIFORNIA 95670

, which is
, and whose address is

("Lender").

Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at a rate subject to adjustment, and all renewals, extensions and modifications of the Note, up to a maximum principal amount of

FIVE HUNDRED TWENTY FIVE THOUSAND AND 00/100 -----

(U.S. \$ 525,000.00); (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) 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 RIVERSIDE County, California:

00XB : 02/03

Page 1

Public Record

Legal description attached hereto as "Exhibit A" and by this reference made a part hereof APN #549-152-038-5

which has the address of 44174 E. FLORIDA AVENUE

HEMET CALIFORNIA 92544 ("Property Address");
(City) (State) (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, 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. 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 and Interest.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.

2. **Payment of Property Charges.** Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.

3. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and to Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be

lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument, and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Due and Payable. Lender may require immediate payment in full of all sums secured by this Security Instrument if:

- (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
- (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property).

(b) Due and Payable with Secretary Approval. Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval of the Secretary, if:

- (i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or
- (ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
- (iii) An obligation of the Borrower under this Security Instrument is not performed.

(c) Notice to Lender. Borrower shall notify Lender whenever any of the events listed in this Paragraph (a) (ii) or (b) occur.

(d) Notice to Secretary and Borrower. Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under Paragraph 9 (a) (ii) or (b). Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:

- (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
- (ii) Pay the balance in full; or
- (iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or
- (iv) Provide the Lender with a deed in lieu of foreclosure.

(e) Trusts. Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

(f) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within 8 MONTHS from the date hereof, if permitted by applicable law Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 8 MONTHS from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

11. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure

proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

12. Lien Status.

(a) **Modification.** Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 13(a) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) **Tax Deferral Programs.** Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(c) **Prior Liens.** 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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

13. Relationship to Second Security Instrument.

(a) **Second Security Instrument.** In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and a Second Security Instrument on the Property.

(b) **Relationship of First and Second Security Instruments.** Payments made by the Secretary shall not be included in the debt under the Note unless:

(i) This Security Instrument is assigned to the Secretary; or

(ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the Note.

(c) **Effect on Borrower.** Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

(i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 19 to Lender or a receiver of the Property, until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note; or

(ii) Be obligated to pay interest or shared appreciation under the Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note.

(d) **No Duty of the Secretary.** The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 13.

14. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

15. **Successors and Assigns Bound; Joint and Several Liability.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

16. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.

17. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

19. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

20. **Foreclosure Procedure.** If Lender requires immediate payment in full under Paragraph 9, Lender may invoke the power of sale and any other remedies permitted under applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 20, 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 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.

21. **Lien Priority.** The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.

22. **Adjustable Rate Feature.** Under the Note, the initial stated interest rate of 5.9400 % which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board in Statistical Release H.15 (519) ("Index") plus a margin. If the Index is no longer available, Lender will use as a new Index any index prescribed by the Secretary. Lender will give Borrower notice of the new Index.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on the first day of July, 2007, and on ☐ that day of each succeeding year

☒ the first day of each succeeding month ("Change Date") until the loan is repaid in full.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index. The sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

☐ (Annually Adjusting Variable Rate Feature) The Calculated Interest Rate cannot be more than 2.0% higher or lower than the Existing Interest Rate, nor can it be more than 5.0% higher or lower than the Initial Interest Rate.

☒ (Monthly Adjusting Variable Rate Feature) The Calculated Interest Rate will never increase above FIFTEEN AND 940/1000 percent (15.94000 %).

The Calculated Interest Rate will be adjusted if necessary to comply with these rate limitation(s) and will be in effect until the next Change Date. At any Change Date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

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 and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

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. **Request for Notices.** Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.

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

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27. **Obligatory Loan Advances.** Lender's responsibility to make Loan Advances under the terms of the Loan Agreement, including Loan Advances of principal to Borrower as well as Loan Advances of interest, MIP, Servicing Fees, and other charges shall be obligatory.

28. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

- ☐ Condominium Rider ☐ Shared Appreciation Rider ☐ Planned Unit Development Rider
☐ Other (Specify)

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Patricia Darlene Frey (Seal)
Patricia Darlene Frey -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

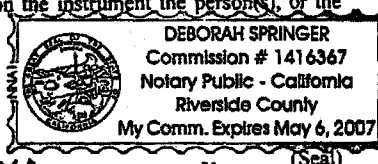
____ (Seal)
-Borrower

(Space Below This Line For Acknowledgment)

STATE OF CaliforniaCOUNTY OF RiversideOn April 11, 2007, before me, Deborah Springer, Notary Public, personally appearedPatricia Darlene Frey

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 this instrument.

WITNESS my hand and official seal.

Deborah Springer

NOTARY MUST PRINT OR TYPE

This must be printed or typed in a manner that is photographically reproducible (GC27201.5)

Name of the notary: Deborah SpringerCounty of notary's principal place of business: RiversideNotary's phone number: (951) 529-2911Notary's registration number: 1416367Commission expiration date: May 6, 2007P.D.F.

Exhibit A

DESCRIPTION:

THE REAL PROPERTY IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS:

LOT 9, 10 AND 11 OF BLOCK 18 OF THE TOWN OF FLORIDA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 5, PAGE 285 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPTING THEREFROM THE WEST 20.00 FEET OF LOT 9,

ALSO EXCEPTING THEREFROM ANY PORTION WITHIN THE ALLEY TO NORTH OF SAID PROPERTY.

APN: 549-152-038-5

R. B. F.

DOC # 2007-0273261
04/24/2007 08:00A Fee:15.00

Page 1 of 3

Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder

RECORDING REQUESTED BY:
SEATTLE MORTGAGE COMPANY

AND WHEN RECORDED MAIL TO:
190 QUEEN ANNE AVENUE NORTH, SUITE 500

SEATTLE, WASHINGTON 98109

FHA Case Number: 0484476050952
LOAN NO: 4431590
Title Order Number:
FHA Originator No:

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

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to
SEATTLE MORTGAGE COMPANY

whose address is
190 QUEEN ANNE AVENUE NORTH, SUITE 500, SEATTLE, WASHINGTON 98109

all beneficial interest under that Certain Mortgage/Deed of Trust/Security Deed dated APRIL 11, 2007
executed by
PATRICIA DARLENE FREY, A SINGLE WOMAN

Borrower, to
LIBERTY REVERSE MORTGAGE, INC.

Lender, and recorded concurrently herewith as Instrument Number 256926
on 04/17/07 in book _____
page _____, of Official Records in the County Recorder's office of
RIVERSIDE County, CALIFORNIA, describing land therein as:
Legal description attached hereto as "Exhibit A" and by this reference made a part hereof APN #549-152-038-5

4431590

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage/Deed of Trust/Security Deed.

STATE OF California ss: LIBERTY REVERSE MORTGAGE, INC.
COUNTY OF Sacramento

On April 12, 2007 before me,
Jennifer Pascua

a Notary Public in and for said County and State, 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 entity upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal

Signature [Signature]

Notary Public

By: [Signature]
Title:

Phil Scott, VP

* phil scott



Exhibit A

DESCRIPTION:

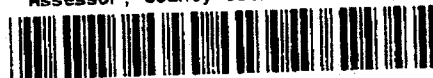
THE REAL PROPERTY IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS:

LOT 9, 10 AND 11 OF BLOCK 18 OF THE TOWN OF FLORIDA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 5, PAGE 285 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPTING THEREFROM THE WEST 20.00 FEET OF LOT 9,

ALSO EXCEPTING THEREFROM ANY PORTION WITHIN THE ALLEY TO NORTH OF SAID PROPERTY.

APN: 549-152-038-5

DOC # 2007-0256927
04/17/2007 08:00A Fee:36.00
Page 1 of 10
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



RECORDING REQUESTED BY:
LIBERTY REVERSE MORTGAGE, INC.
3100 ZINFANDEL DRIVE SUITE 300
RANCHO CORDOVA, CALIFORNIA 95670

RECORD AND RETURN TO:
LIBERTY REVERSE MORTGAGE, INCL.
3100 ZINFANDEL DRIVE SUITE 300
RANCHO CORDOVA, CALIFORNIA 95670

61-00761534

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025

State of California

FMA CASE NO. 0484476050952/255
4431590

ADJUSTABLE RATE
HOME EQUITY CONVERSION SECOND DEED OF TRUST
THIS DEED OF TRUST SECURES A REVERSE MORTGAGE LOAN

36
T
025

THIS DEED OF TRUST ("Security Instrument" or "Second Security Instrument") is made on
APRIL 11, 2007. The trustor is
PATRICIA DARLENE FREY, A SINGLE WOMAN

whose address is 44174 E. FLORIDA AVENUE,
HEMET, CA 92544

Senior Official with responsibility for Single Family Mortgage Insurance Programs in the Department of
Housing and Urban Development Field Office with jurisdiction over the property described below, or a
designee of that Official

("Trustee"). The
beneficiary is the Secretary of Housing and Urban Development, whose address is 451 Seventh Street, S.W.,
Washington, DC 20410 ("Lender" or "Secretary"). Borrower has agreed to repay to Lender amounts which
Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan
Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is
evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Note"). This Security
Instrument secures to Lender: (a) the repayment of the debt evidenced by the Second Note, with interest at a rate
subject to adjustment, and all renewals, extensions and modifications of the Note, up to a maximum principal
amount of

FIVE HUNDRED TWENTY FIVE THOUSAND AND 00/100 -----

(U.S. \$ 525,000.00); (b) the payment of all other sums, with interest, advanced under Paragraph 5 to
protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and
(c) the performance of Borrower's covenants and agreements under this Security Instrument and the Second Note.
For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following
described property located in RIVERSIDE County, California:

Legal description attached hereto as "Exhibit A" and by this reference made a part hereof APN #549-152-038-5

which has the address of 44174 E. FLORIDA AVENUE

HEMET

[City]

CALIFORNIA

[State]

[Street]

92544

[Zip Code]

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, 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 seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is only encumbered by a First Security Instrument given by Borrower and dated the same date as this Security Instrument ("First Security Instrument"). 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 and Interest.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Second Note.

2. **Payment of Property Charges.** Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement. Lender may require Borrower to pay specified property charges directly to the party owed payment even though Lender pays other property charges as provided in this Paragraph.

3. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's

security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under the Second Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Second Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument, and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Second Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary for the Home Equity Conversion Mortgage Insurance Program.

9. Grounds for Acceleration of Debt.

(a) Due and Payable. Lender may require immediate payment in full of all sums secured by this Security Instrument if:

- (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
- (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property); or
- (iii) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or
- (iv) For a period of longer than twelve (12) consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
- (v) An obligation of the Borrower under this Security Instrument is not performed.

(b) Notice to Lender. Borrower shall notify Lender whenever any of the events listed in Paragraph 9(a)(ii)-(v) occur.

(c) Notice to Borrower. Lender shall notify Borrower whenever the loan becomes due and payable under Paragraph 9 (a)(ii)-(v). Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:

- (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
- (ii) Pay the balance in full; or
- (iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or
- (iv) Provide the Lender with a deed in lieu of foreclosure.

(d) Trusts. Conveyance of Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

10. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed.

11. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

12. Lien Status.

(a) **Modification.** Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except the First Security Instrument described in Paragraph 13(a), this Second Security Instrument and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) **Tax Deferral Programs.** Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(c) **Prior Liens.** 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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

13. Relationship to First Security Instrument.

(a) **Second Security Instrument.** In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and this Second Security Instrument. Borrower also has executed a First Note and First Security Instrument.

(b) **Relationship of First and Second Security Instruments.** Payments made by the Secretary shall not be included in the debt under the First Note unless:

(i) The First Security Instrument is assigned to the Secretary; or

(ii) The Secretary accepts reimbursement by the holder of the First Note for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the First Note.

(c) **Effect on Borrower.** Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

(i) Be required to pay amounts owed under the First Note, or pay any rents and revenues of the Property under Paragraph 19 to the holder of the First Note or a receiver of the Property, until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note; or

(ii) Be obligated to pay interest or shared appreciation under the First Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the First Note.

(d) **No Duty of the Secretary.** The Secretary has no duty to the holder of the First Note to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though the holder of the First Note may be unable to collect amounts owed under the First Note because of restrictions in this Paragraph 13.

(c) **Restrictions on Enforcement.** Notwithstanding anything else in this Security Instrument, the Borrower shall not be obligated to comply with the covenants hereof, and Paragraph 19 shall have no force and effect, whenever there is no outstanding balance under the Second Note.

14. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

15. **Successors and Assigns Bound; Joint and Several Liability.** Borrower may not assign any rights or obligations under this Security Instrument or the Second Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

16. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to the Secretary shall be given by first class mail to the HUD Field Office with jurisdiction over the Property or any other address designated by the Secretary. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.

17. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Second Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Second Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Second Note are declared to be severable.

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

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

19. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19, except as provided in the First Security Instrument.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

20. **Foreclosure Procedure.** If Lender requires immediate payment in full under Paragraph 9, Lender 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 Paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

Lender may bring suit in any court of competent jurisdiction to foreclose the lien of this Security Instrument judicially and/or obtain judgment on the Note which it secures. Any election by Lender to invoke the power of sale provisions of this Paragraph 20 shall not be considered a final and binding election of remedies that would preclude such a judicial foreclosure, until conclusion of the sale of the Property by the Trustee as described in this Paragraph 20.

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.

21. **Lien Priority.** The full amount secured by this Security Instrument shall have a lien priority subordinate only to the full amount secured by the First Security Instrument.

22. **Adjustable Rate Feature.** Under the Second Note, the initial stated interest rate of 5.9400 % which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board in Statistical Release H.15 (519) ("Index") plus a margin. If the Index is no longer available, Lender will use as a new Index any index prescribed by the Secretary. Lender will give Borrower notice of the new Index.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on the first day of July, 2007, and on ☐ that day of each succeeding year ☒ the first day of each succeeding month ("Change Date") until the loan is repaid in full.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index. The sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

☐ (Annually Adjusting Variable Rate Feature) The Calculated Interest Rate cannot be more than 2.0% higher or lower than the Existing Interest Rate, nor can it be more than 5.0% higher or lower than the Initial Interest Rate.

☒ (Monthly Adjusting Variable Rate Feature) The Calculated Interest Rate will never increase above FIFTEEN AND 940/1000 percent (15.94000 %).

The Calculated Interest Rate will be adjusted if necessary to comply with these rate limitation(s) and will be in effect until the next Change Date. At any Change Date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

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 and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

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. **Request for Notices.** Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.

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

4431590

27. **Obligatory Loan Advances.** Lender's responsibility to make Loan Advances under the terms of the Loan Agreement, including Loan Advances of principal to Borrower as well as Loan Advances of interest, MIP, Servicing Fees, and other charges shall be obligatory.

28. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

- ☐ Condominium Rider ☐ Shared Appreciation Rider ☐ Planned Unit Development Rider
☐ Other (Specify)

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Patricia Darlene Frey (Seal)
Patricia Darlene Frey -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

(Space Below This Line For Acknowledgment)

STATE OF CaliforniaCOUNTY OF RiversideOn April 11, 2007, before me, Deborah Springer, Notary Public, personally appearedPatricia Darlene Frey

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 this instrument.

WITNESS my hand and official seal.



NOTARY MUST PRINT OR TYPE

This must be printed or typed in a manner that is photographically reproducible (GC27201.5)

Name of the notary: Deborah SpringerCounty of notary's principal place of business: RiversideNotary's phone number: (951) 529-2916Notary's registration number: 1416367Commission expiration date: May 6, 2007P. U. F.

Exhibit A

DESCRIPTION:

THE REAL PROPERTY IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS:

LOT 9, 10 AND 11 OF BLOCK 18 OF THE TOWN OF FLORIDA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 5, PAGE 285 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPTING THEREFROM THE WEST 20.00 FEET OF LOT 9,

ALSO EXCEPTING THEREFROM ANY PORTION WITHIN THE ALLEY TO NORTH OF SAID PROPERTY.

APN: 549-152-038-5

P. D. F.

DOC # 2009-0423080

08/13/2009 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

When recorded please mail to:
Riverside County
Code Enforcement Department
39493 Los Alamos Rd.
Murrieta, CA 92563
Mail Stop No. 5155



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			1						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
NCHG CC						T:	CTY	UNI	062

NOTICE OF NONCOMPLIANCE

In the matter of the Property of)

Case No.: CV09-05774

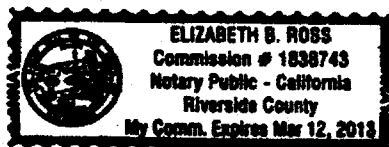
Patricia Darlene Frey)



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.541, (RCC Title 8.120.010) described as Accumulated Rubbish. Such Proceedings are based upon the noncompliance of such real property, located at 44174 Florida Avenue, Hemet, CA, and more particularly described as Assessor's Parcel Number 549-152-038 and having a legal description of 0 Acres, MB 5/285/SD, LOT 11, BLOCK 18, POR, Records of Riverside County, with the requirements of Ordinance No. 541 (RCC Title 8.120.010).

The owner has been advised to immediately correct the above-referenced violation to avoid further action by the County of Riverside, which may include remediation or restoration to abate the public nuisance or other remedies available to the department by a court of competent jurisdiction. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 39493 Los Alamos Road, Murrieta, CA 92563; Attention: Code Enforcement Officer A. 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:

Hector Viray
Code Enforcement Department

ACKNOWLEDGEMENT

State of California)
County of Riverside)

On 08/07/09 before me, Elizabeth B. Ross, Notary Public, personally appeared Hector Viray, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Commission #1838743 Comm. Expires March 12, 2013

SITE PLAN



Selected parcel(s):
549-152-038

L:125 X W:55

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 Sep 01 08:40:53 2009

CV0905774

FOR SALE
BY OWNER
927-9242

10/08/2009 10:51

EXHIBIT NO. 12

W-09-05114

10/08/2009 10:51

EXHIBIT NO.

CV 09-05174

10/08/2009 10:51

EXHIBIT NO. _____

CV 09-05 174

10/08/2009 10:51



EXHIBIT NO. _____

CV0905774 – Photo of property advertised for sale

Photo taken by W. Durant on 08/06/09

Photo 1



08/06/2009

EXHIBIT NO. *26*

CV0905774 – Photo of accumulated rubbish on site
Photo taken by W. Durant on 08/06/09
Photo 2



CV0905774 – Photo of accumulated rubbish on site
Photo taken by W. Durant on 08/06/09
Photo 3



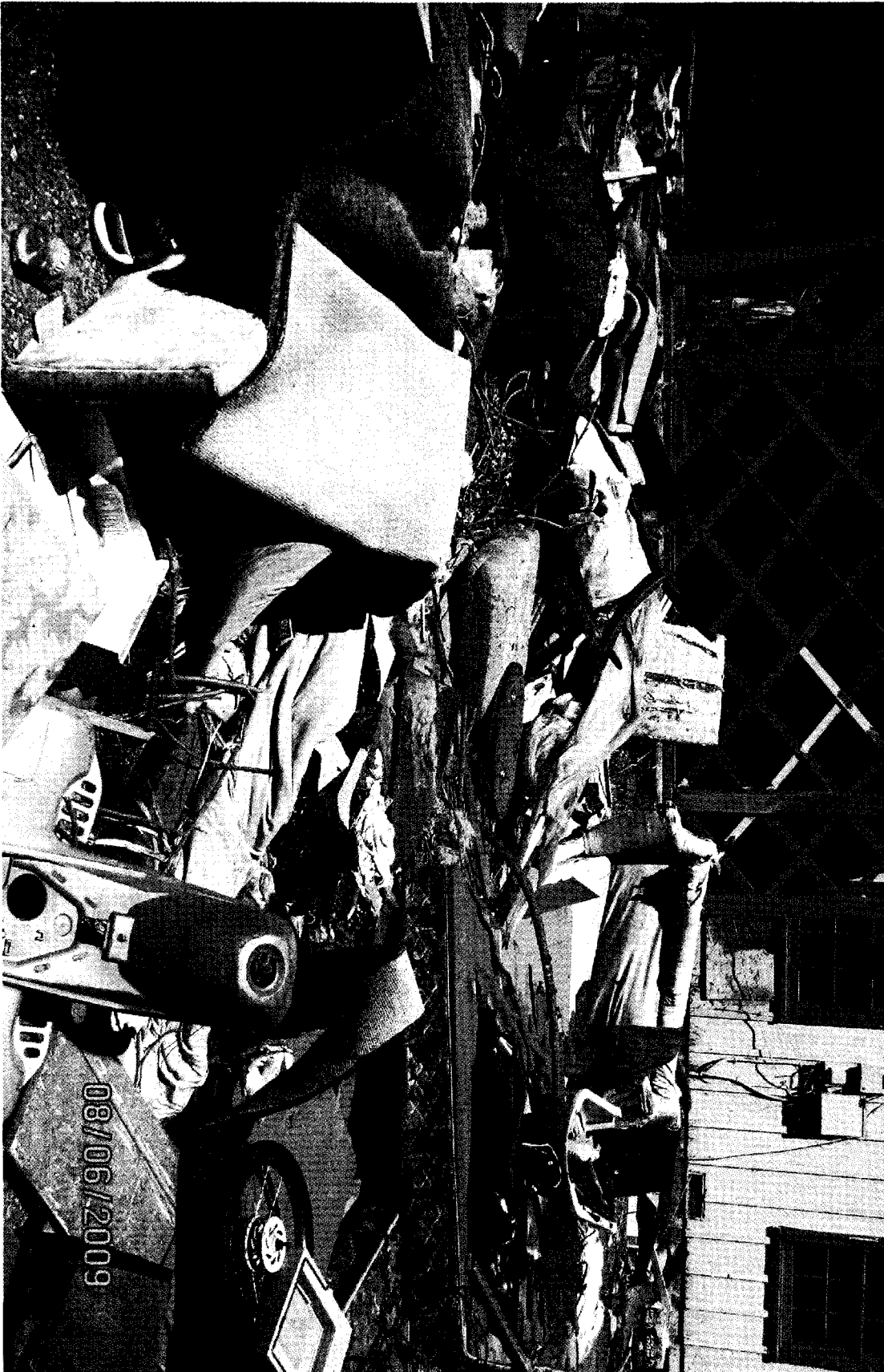
CV0905774 – Photo of accumulated rubbish on site
Photo taken by W. Durant on 08/06/09
Photo 4



CV0905774 – Photo of accumulated rubbish on site
Photo taken by W. Durant on 08/06/09
Photo 5



CV0905774 – Photo of accumulated rubbish on site
Photo taken by W. Durant on 08/06/09
Photo 6



CV0905774 – Photo of accumulated rubbish on site
Photo taken by W. Durant on 08/06/09
Photo 7



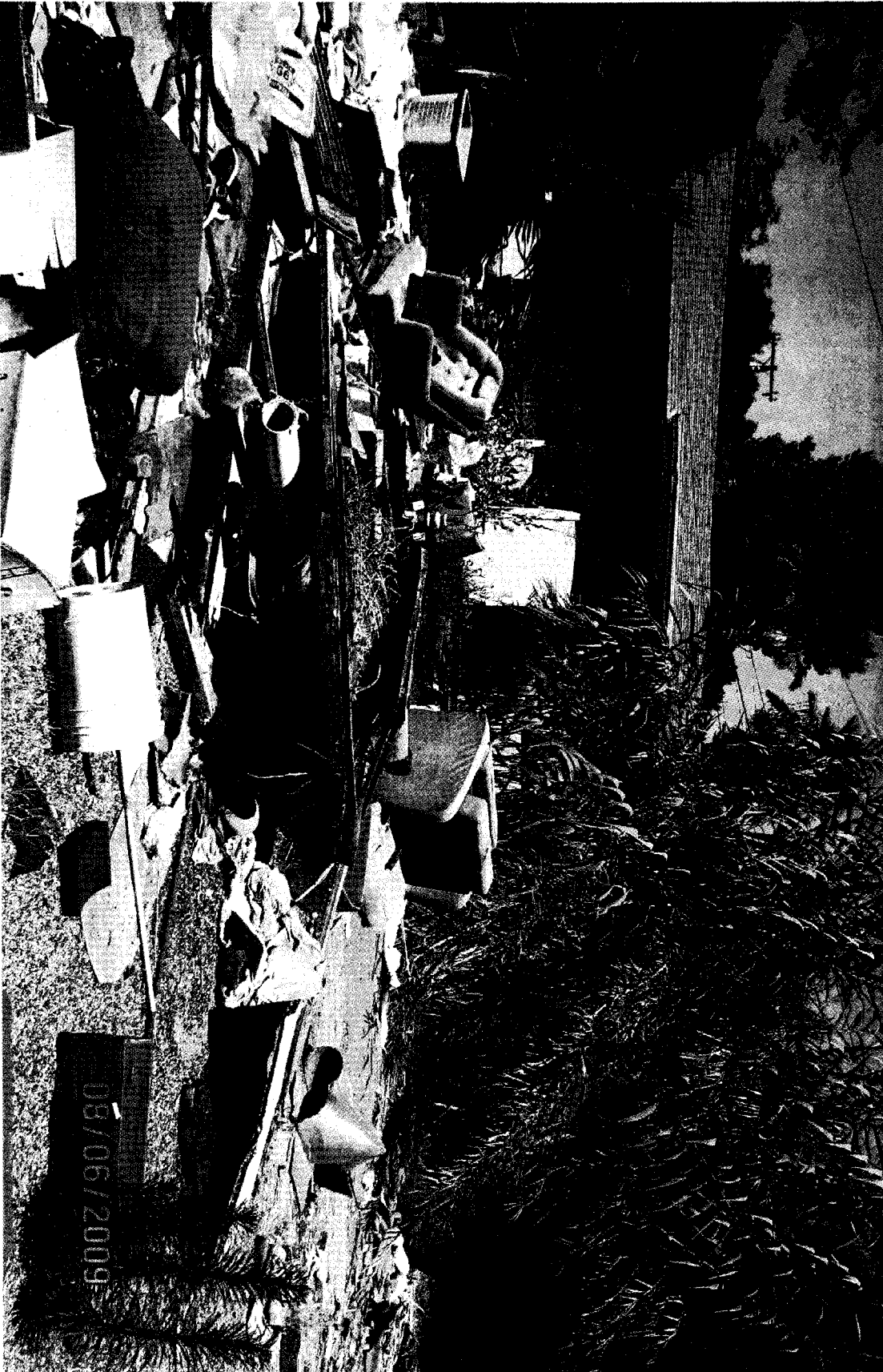
CV0905774 – Photo of accumulated rubbish on site
Photo taken by W. Durant on 08/06/09
Photo 8



CV0905774 – Photo of accumulated rubbish on site
Photo taken by W. Durant on 08/06/09
Photo 9



CV0905774 -- Photo of accumulated rubbish on site
Photo taken by W. Durant on 08/06/09
Photo 10



CV0905774 – Photo of accumulated rubbish on site

Photo taken by W. Durant on 08/06/09

Photo 11

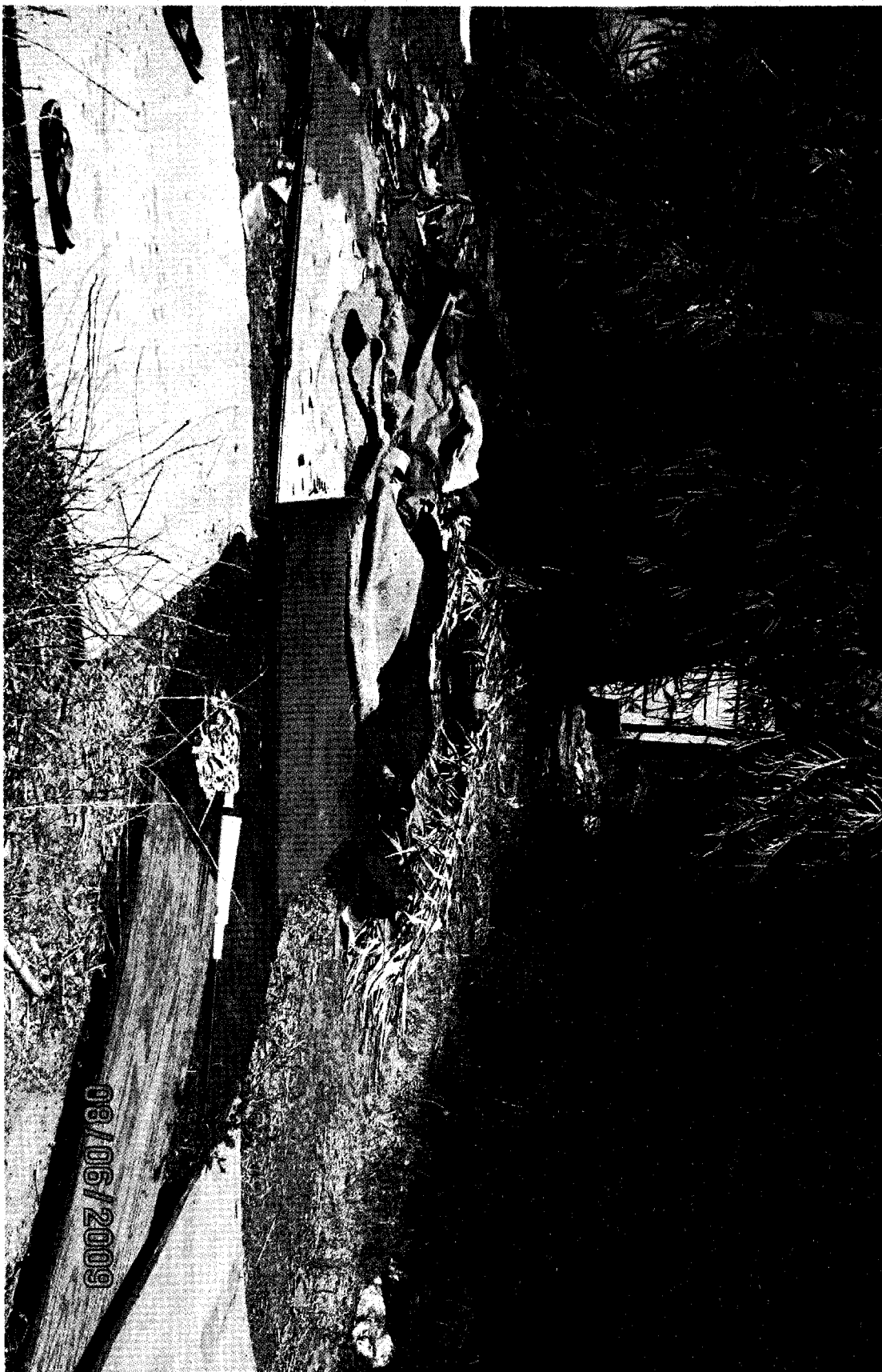
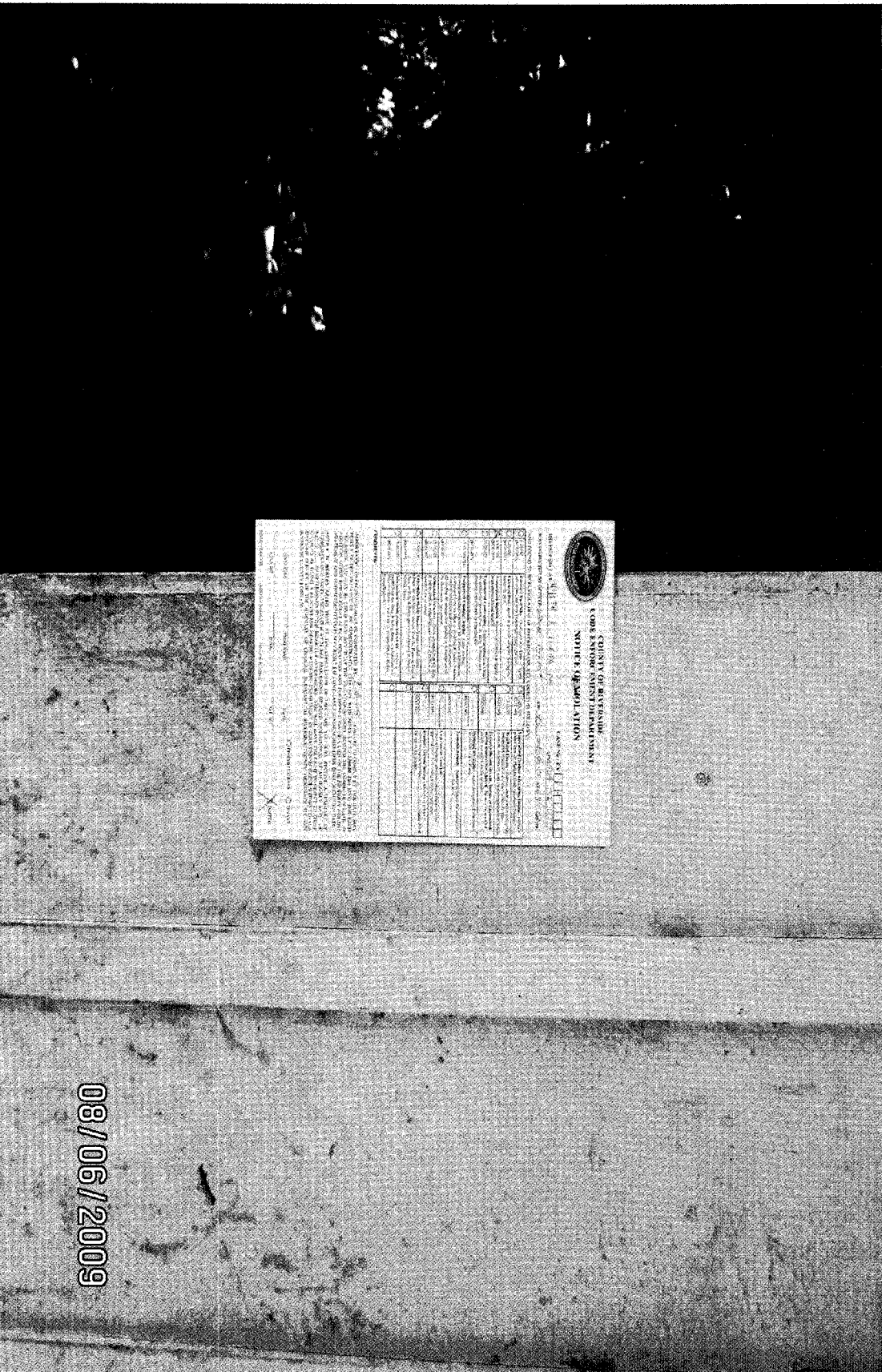


EXHIBIT NO. 26

CV0905774 – Photo of accumulated rubbish on site
Photo taken by W. Durant on 08/06/09
Photo 12



CV0905774 – Photo of accumulated rubbish on site
 Photo taken by W. Durant on 08/06/09
 Photo 13



08/06/2009



COUNTY OF RIVERSIDE
CODE ENFORCEMENT DEPARTMENT

NOTICE OF VIOLATION

44170 #

CASE No.: CV 09-05774

THE PROPERTY AT: 44174 E. FLORIDA AVE

APN#: 549-152-038

WAS INSPECTED BY OFFICER: WAYNE DURANT ID#: 46 ON 8-6-09 AT 11:45 am/pm

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

<input type="radio"/> 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="radio"/> 17.252.030 (RCO 348)	Unpermitted Outdoor Advertising Display - Obtain a permit from the Planning Dept. or remove display.
<input type="radio"/> 8.28.030 (RCO 821)	Unfenced Pool - Install or provide adequate fencing to secure the pool.	<input type="radio"/> 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 checked="" type="radio"/> 8.120.010 (RCO 541)	Accumulated Rubbish - Remove all rubbish & dispose of in an approved legal landfill.	<input type="radio"/> 17._____ (RCO 348)	Excessive Outside Storage: Storage of Unpermitted Mobile Home(s) Not Allowed - Remove unpermitted mobile home(s) from the property.
<input type="radio"/> 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="radio"/> 17._____ (RCO 348)	Occupied RV/Trailer - Cease occupancy & disconnect all utilities to RV/Trailer.
<input type="radio"/> 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="radio"/> 17._____ (RCO 348)	Excessive Animals - Remove or reduce the number of _____ to less than _____.
<input type="radio"/> 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="radio"/> 17._____ (RCO 348)	Unpermitted Land Use: _____ Cease all business activities. Obtain Planning Dept. approval prior to resuming business operations.
<input type="radio"/> 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="radio"/> 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="radio"/> 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="radio"/>	
		<input type="radio"/>	

COMMENTS:

IMPORTANT! CORRECTION(S) MUST BE COMPLETED BY: 9-6-09. 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 \$100 — 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

EXHIBIT NO. E

CDL/CID#

D.O.B.

TEL. NO.





John Boyd
DIRECTOR

Code Enforcement Department
County Of Riverside
Murrieta - Hemet District Office
43950 E. Acacia, Suite A
Hemet, California 92544
(951) 791-3600 – Fax (951) 791-3606

AFFIDAVIT OF POSTING OF NOTICES

Case No.: CV0905774

I, W. Durant, hereby declare:

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

County of Riverside
Code Enforcement Department
Murrieta Office (District 3)
39493 Los Alamos Road, Suite A
Murrieta, CA 92563

2. That on **08/06/09 at 11:45 AM.**, I securely and conspicuously posted **Notice of Violation for R.C.C. 8.120.010 "AR"** at the property described as:

Property Address: 44174 Florida Avenue. Hemet, Ca 92544

Assessor's Parcel Number: 549-152-038

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

Executed on **August 6, 2009** at Murrieta, California.

CODE ENFORCEMENT DEPARTMENT

By: 
W. Durant, Code Enforcement Officer



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 OF VIOLATION

August 7, 2009

Patricia Darlene Frey
44174 Florida Avenue
Hemet, CA 92544

RE CASE NO.: CV09-05774

NOTICE IS HEREBY GIVEN that properties owned or controlled by you described as 44174 Florida Avenue, Hemet, California, Assessor's Parcel Number 549-152-038, are in violation of Riverside County Code Chapter 8.120 and constitutes a public nuisance. The subject properties are dangerous or injurious to the public because of the unauthorized accumulation of rubbish, trash and/or debris, specifically including but not limited to the following: VEGETATION WASTE, APPLIANCES, FURNITURE, HOUSEHOLD WASTE, ETC.


AS OWNER OF RECORD, you are required to abate the public nuisance by removal of all rubbish, trash, or debris from the subject properties within thirty (30) days of the date of this notice. ANY OTHER PARTY WITH INTEREST IN THE SUBJECT PROPERTY may thereafter abate the public nuisance within (15) days after expiration of the thirty (30) day period.

NOTICE IS HEREBY GIVEN THAT YOUR FAILURE TO COMPLY TO THIS NOTICE WILL RESULT IN FURTHER CIVIL, CRIMINAL OR ADMINISTRATIVE PROCEEDINGS FOR THE ABATEMENT OF THE PUBLIC NUISANCE AND COULD RESULT IN THE IMPOSITION OF A LIEN ON THE SUBJECT PROPERTIES FOR COSTS, INCLUDING ATTORNEYS' FEES, RELATED TO THE ENFORCEMENT OF THE ORDINANCES AND ABATEMENT OF THE VIOLATIVE CONDITIONS. A "NOTICE OF NONCOMPLIANCE" HAS BEEN RECORDED AGAINST THE SUBJECT PROPERTIES.

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 ADDITIONALLY GIVEN that in accordance with § § 17274 and 24426.5 of the Revenue and Tax Code, a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the taxable year affected by these proceedings.

CODE ENFORCEMENT DEPARTMENT

 FOR:
A. Frazier, Code Enforcement Officer II

PROOF OF SERVICE BY MAIL
Case No. CV09-05774

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 7th day of August 2009, I served a copy of the papers to which this proof of service is attached, entitled:

NOTICE OF VIOLATION
RCC 8.120.010

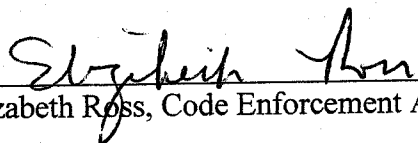
by depositing a copy thereof in an envelope for deposit in the United States Postal Service via Certified Mail, return receipt requested, and addressed as follows:

Patricia Darlene Frey
44174 Florida Avenue
Hemet, CA 92544

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 7th of August, 2009 at MURRIETA, CALIFORNIA.


Elizabeth Ross, Code Enforcement Aide

Article Number: 70062760000005792551

EXHIBIT NO. E4

County of Riverside
Code Enforcement Department
30493 Los Alamos Road
Hemet, CA 92563

CERTIFIED MAIL™

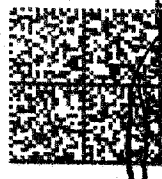


7006 2760 0000 0579 2551

REC'D AUG 11 2009

**Patricia Darlene Frey
44174 Florida Avenue
Hemet, CA 92544**

UNITED STATES POSTAGE
02 1M
0004277091
AUG 07 2009
MAILED FROM ZIP CODE 92504
\$05.54⁰⁰



☐ Forwarding, Order Expired
☐ Insufficient Address
☒ Moved, Left No Address
☐ Unclaimed
☐ Refused
☐ Attempted, Not Known
☐ No Such Street
☐ No Such Number
Route No. 76 Date 8/8/09
Carr. Init...

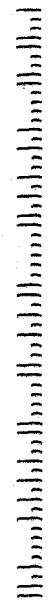
923 N7E 1 709F 05 08/12/09
RETURN TO SENDER

FREY

MOVED LEFT NO ADDRESS
UNABLE TO FORWARD
RETURN TO SENDER

BC: 9256305039

9254435461 0076
9256305039



7006 2760 0000 0579 2551

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**Patricia Darlene Frey
44174 Florida Avenue
Hemet, CA 92544
CV0905774 APN: 549**

PS Form 3800, August 2006 See Reverse for Instructions

EXHIBIT NO. ES



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

NOTICE OF VIOLATION

August 27, 2009

See attached Notice List/Interested Parties

RE CASE NO.: CV09-05774

NOTICE IS HEREBY GIVEN that properties owned or controlled by you described as 44174 Florida Avenue, Hemet, California, Assessor's Parcel Number 549-152-038, is in violation of Riverside County Code Chapter 8.120 and constitutes a public nuisance. The subject properties are dangerous or injurious to the public because of the unauthorized accumulation of rubbish, trash and/or debris, specifically including but not limited to the following: **VEGETATION WASTE, APPLIANCES, FURNITURE, HOUSEHOLD WASTE, ETC.**

AS OWNER OF RECORD, you are required to abate the public nuisance by removal of all rubbish, trash, or debris from the subject properties within thirty (30) days of the date of this notice. ANY OTHER PARTY WITH INTEREST IN THE SUBJECT PROPERTY may thereafter abate the public nuisance within (15) days after expiration of the thirty (30) day period.

NOTICE IS HEREBY GIVEN THAT YOUR FAILURE TO COMPLY TO THIS NOTICE WILL RESULT IN FURTHER CIVIL, CRIMINAL OR ADMINISTRATIVE PROCEEDINGS FOR THE ABATEMENT OF THE PUBLIC NUISANCE AND COULD RESULT IN THE IMPOSITION OF A LIEN ON THE SUBJECT PROPERTIES FOR COSTS, INCLUDING ATTORNEYS' FEES, RELATED TO THE ENFORCEMENT OF THE ORDINANCES AND ABATEMENT OF THE VIOLATIVE CONDITIONS. A "NOTICE OF NONCOMPLIANCE" HAS BEEN RECORDED AGAINST THE SUBJECT PROPERTIES.

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 ADDITIONALLY GIVEN that in accordance with § § 17274 and 24426.5 of the Revenue and Tax Code, a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the taxable year affected by these proceedings.

CODE ENFORCEMENT DEPARTMENT

A. Frazier For:
A. Frazier, Code Enforcement Officer

PROOF OF SERVICE BY MAIL
Case No. CV09-05774

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 27th day of August 2009, I served a copy of the papers to which this proof of service is attached, entitled:

NOTICE OF VIOLATION
RCC 8.120.010

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. Patricia Darlene Frey
44174 Florida Ave
Hemet, Ca 92544
2. Choice Title Company
3100 Zinfandel Dr.
Suite 350
Rancho Cordova, Ca 95670
3. Settle Mortgage Company
190 Queen Anne Ave North
Suite 500
Seattle, WA 98109
4. Secretary of Housing And Urban Development
451 Seventh Street,
SW Washington, DC 20410
5. Liberty Reverse Mortgage, INC
3100 Zinfandel Drive Suite 300
Rancho Cordove, Ca 95670

EXHIBIT NO. E7

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 27th of August, 2009 at MURRIETA, CALIFORNIA.


Elizabeth Ross, Code Enforcement Aide

Article Number: 70071490000342472754, 70071490000342472761, 70071490000342472785,
70071490000342472792, 70071490000342472778


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

Track & Confirm

Search Results

Label/Receipt Number: **7007 1490 0003 4247 2754**Service(s): **Certified Mail™**Status: **Delivered**

Your item was delivered at 11:04 AM on August 31, 2009 in
WASHINGTON, DC 20410.

Track & Confirm

Enter Label/Receipt Number.

Detailed Results:

- Delivered, August 31, 2009, 11:04 am, WASHINGTON, DC 20410
- Arrival at Unit, August 31, 2009, 9:33 am, WASHINGTON, DC 20022

Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email.

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Restricted Delivery Fee (Endorsement Required)	

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Here

Secretary of Housing And Urban Development
451 Seventh Street,
SW Washington, DC 20410
CV0905774 APN: 549

PS Form 3800, August 2006

See Reverse for Instructions

EXHIBIT NO. E-8

CERTIFIED MAIL™



7007 1490 0003 4247 2778

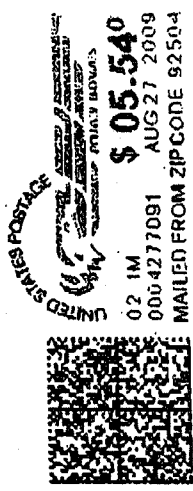
County of Riverside
Codel Enforcement Department
39493 Los Alamos Road
Murrieta, CA 92563

5/22/09

Patricia Darlene Frey
44174 Florida Ave
Hemet, Ca 92544

RETURN RECEIPT REQUESTED

7007 1490 0003 4247 2778



REC'D OCT 1 2009

NIXIE 923 SE 1 08 10/01/09
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 92363003993 *0704-03538-27-40
Bbbbbb

7007 1490 0003 4247 2778

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

Postmark
Here

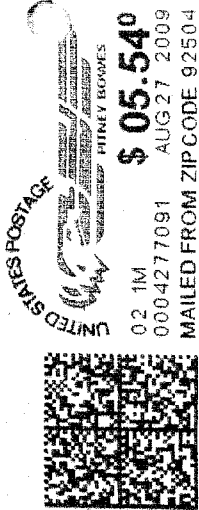
Patricia Darlene Frey
44174 Florida Ave
Hemet, Ca 92544
CV0905774 APN: 549

PS Form 3800, August 2006 See Reverse for Instructions

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



7007 1490 0003 4247 2761



Liberty Reverse Mortgage, INC
3100 Zinfandel Drive Suite 300
Rancho Cordove,

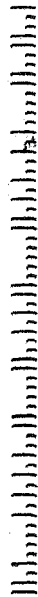
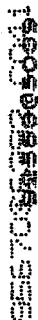
REC'D SEP 04 2009

NIXIE 957 SE 1 02 09/01/09

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

RETURN RECEIPT REQUESTED

EC: 92563503993 *2372-01200-01-03



7007 1490 0003 4247 2761

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

Postmark
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Liberty Reverse Mortgage, INC
3100 Zinfandel Drive Suite 300
Rancho Cordove, Ca 95670
CV0905774 APN: 549

PS Form 3800, August 2006

EXHIBIT NO. E10

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: **Settle Mortgage Company
190 Queen Anne Ave North
Suite 500
Seattle, WA 98109
CV0905774 APN: 549**

2. Article Number
(Transfer from service label) **7007 1490 0003 4247 2792**

PS Form 3811, August 2001

COMPLETE THIS SECTION ON DELIVERY

A. Signature **X** *[Signature]* ☐ Agent ☐ Addressee

B. Received by (Printed Name) **243 KWL D** C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

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

**Settle Mortgage Company
190 Queen Anne Ave North
Suite 500
Seattle, WA 98109
CV0905774 APN: 549**

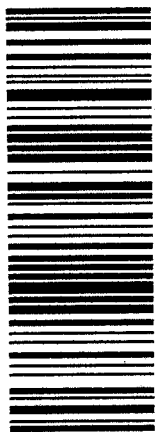
PS Form 3800, August 2006

See Reverse for Instructions

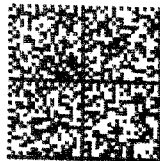
EXHIBIT NO. **EV**

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

CERTIFIED MAIL™

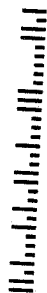


7007 1490 0003 4247 2785



UNITED STATES POSTAGE
02 1M
\$ 05.54⁰
0004277091 AUG 27 2009
MAILED FROM ZIP CODE 92504

REC'D SEP 04 2009



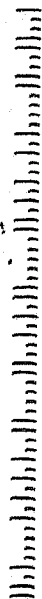
Choice Title Company
3100 Zinfandel Dr.
Suite 350
Rancho Cordova

NIXIE 957 SE 1 02 09/01/09
RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

RETURN RECEIPT REQUESTED

EC: 92563503993 *0704-03511-27-40

5557055555555555



7007 1490 0003 4247 2785

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

Choice Title Company
3100 Zinfandel Dr.
Suite 350
Rancho Cordova, Ca 95670
CV0905774 APN: 549

PS Form 3800, August 2006

See Reverse for Instructions

EXHIBIT NO. 512



When recorded please mail to:
Riverside County
Code Enforcement Department
39493 Los Alamos Rd.
Murrieta, CA 92563
Mail Stop No. 5155

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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NCHG CC					T:		CTY	UNI	062

NOTICE OF NONCOMPLIANCE

In the matter of the Property of)

Case No.: CV09-05774

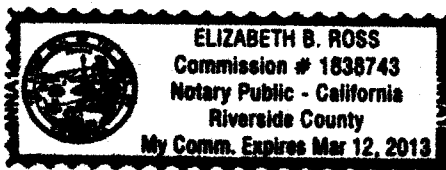
Patricia Darlene Frey)



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.541, (RCC Title 8.120.010) described as Accumulated Rubbish. Such Proceedings are based upon the noncompliance of such real property, located at 44174 Florida Avenue, Hemet, CA, and more particularly described as Assessor's Parcel Number 549-152-038 and having a legal description of 0 Acres, MB 5/285/SD, LOT 11, BLOCK 18, POR, Records of Riverside County, with the requirements of Ordinance No. 541 (RCC Title 8.120.010).

The owner has been advised to immediately correct the above-referenced violation to avoid further action by the County of Riverside, which may include remediation or restoration to abate the public nuisance or other remedies available to the department by a court of competent jurisdiction. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 39493 Los Alamos Road, Murrieta, CA 92563; Attention: Code Enforcement Officer A. 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: Hector Viray
Hector Viray
Code Enforcement Department

ACKNOWLEDGEMENT

State of California)
County of Riverside)

On 08/07/09 before me, Elizabeth B. Ross, Notary Public, personally appeared Hector Viray, 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 #1838743 Comm. Expires March 12, 2013

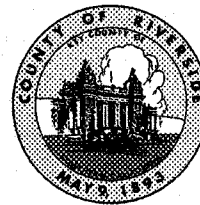
EXHIBIT NO. P

PAMELA J. WALLS
County Counsel

Principal Deputy
KATHERINE A. LIND

OFFICE OF COUNTY COUNSEL
COUNTY OF RIVERSIDE

3960 ORANGE STREET, 5TH FLOOR
RIVERSIDE, CA 92501
TELEPHONE: 951/955-6300
FAX: 951/955-6322 & 955-6363



December 29, 2009

NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS
AND ABATE PUBLIC NUISANCE

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

Case No.: CV09-05774
APN: 549-152-038
Property: 44174 Florida Avenue, Hemet

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 541 (RCC Title 8) and 725 (RCC Title 1) to consider the abatement of the Accumulation of Rubbish located on the SUBJECT PROPERTY described as **44174 Florida Avenue, Hemet, Riverside County, California**, and more particularly described as Assessor's Parcel Number 549-152-038.

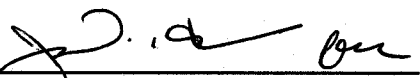
YOU ARE HEREBY DIRECTED as owner of the SUBJECT PROPERTY, to appear at this hearing to show cause why the SUBJECT PROPERTY should not be condemned as a public nuisance and be abated by removing the Accumulation of Rubbish from the real property.

SAID HEARING will be held on **Tuesday, January 26, 2010, at 9:30 a.m.** in the Board of Supervisors Room, County Administrative Center, 4080 Lemon Street, 1st Floor Annex, Riverside, California at which time and place pertinent evidence will be received and/or testimony from all concerned parties will be heard. Failure to appear on your behalf will result in the exclusion of your testimony, and facts as known to the Code Enforcement Department ("Department") will be presented to the Board of Supervisors for consideration and deliberation in this matter.

Please be advised that the costs already accrued in this case, including but not limited to, enforcement and investigation costs, are recoverable by the Department, as allowed under Riverside County Ordinance No. 725. The Department may seek recovery of such costs from the property owner(s) which may result in a special assessment lien against the SUBJECT PROPERTY. Additionally, should the Department abate the property, the costs associated therewith, as well as all abatement costs allowed under Riverside County Ordinance No. 725 (RCC Title 1), will be sought from the property owner(s) and/or may result in a special assessment lien against the property.

You are encouraged to contact Supervising Code Enforcement Officer Hector Viray at (951) 600-6140 or the undersigned prior to the hearing. Please meet the undersigned and Brian Black, Supervising Code Enforcement Officer, at 8:30 a.m. on the day of the hearing in the lobby of the 1st floor annex in front of the Clerk of the Board's Office to discuss the case.

PAMELA J. WALLS
Riverside County Counsel



JULIE A. JARVI
Deputy County Counsel

EXHIBIT NO. 6

NOTICE LIST

Subject Property: 44174 Florida Avenue, Hemet
Case No.: CV 09-05774 APN: 549-152-038; District 3

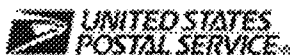
ESTATE OF PATRICIA DARLENE FREY
44174 FLORIDA AVENUE
HEMET, CA 92544

LIBERTY REVERSE MORTGAGE, INC.
10951 WHITE ROCK RD., SUITE 200
RANCHO CORDOVA, CA 95670

LENDERS CHOICE TITLE COMPANY
1785 VOYAGER, SUITE 100
SIMI VALLEY, CA 93063

SEATTLE MORTGAGE COMPANY
190 QUEEN ANNE AVENUE NORTH, SUITE 500
SEATTLE, WA 98109

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
451 SEVENTH ST., S.W.
WASHINGTON, DC 20410


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Track & Confirm

Search Results

Label/Receipt Number: **7009 1680 0000 9025 4335**

Service(s): **Certified Mail™**

Status: **Delivered**

Your item was delivered at 7:47 AM on January 4, 2010 in WASHINGTON, DC 20410.

[Track & Confirm](#)

Enter Label/Receipt Number.

[Go >](#)

Detailed Results:

- Delivered, January 04, 2010, 7:47 am, WASHINGTON, DC 20410
- Notice Left, January 03, 2010, 1:51 pm, WASHINGTON, DC 20410
- Notice Left, January 03, 2010, 1:05 pm, WASHINGTON, DC 20410
- Arrival at Unit, January 03, 2010, 10:48 am, WASHINGTON, DC 20022

Notification Options

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FOIA



United States Postal Service
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United States Postal Service
Postage & Fees

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Postage	\$ 44
Certified Fee	280
Return Receipt Fee (Endorsement Required)	230
Restricted Delivery Fee (Endorsement Required)	501
Total P.	

marked 12/29/09
Postmark Here

Sent To
Street, or PO
City, S

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
451 SEVENTH ST., S.W.
WASHINGTON, DC 20410
CV09-05774 *ABT* FREY S

PS Form 3800, August 2008

PROOF OF SERVICE
Case Nos. CV09-05774

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Yadira Oseguera, declare that I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is 3960 Orange Street, 5th Floor, Riverside, California 92501.

That on December 29, 2009 I served the following document(s):

**NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS
AND ABATE PUBLIC NUISANCE**

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

**Owners or Interested Parties
(see attached notice list)**

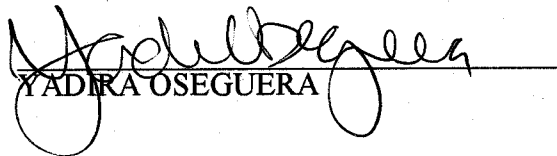
XX **BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED.** I am "readily familiar" with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Riverside, California,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

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

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

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

EXECUTED ON December 29, 2009 at Riverside, California.


YADIRA OSEGUERA

**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

AFFIDAVIT OF POSTING OF NOTICES

December 29, 2009

RE CASE NO: CV0905774

I, Angela Frazier, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 39493 Los Alamos Road, Suite #A, Murrieta, California 92563 .

That on 12/29/2009 at 1335 hrs, I securely and conspicuously posted Field Notice To Correct County Ordinance Violations and Abate Public Nuisance at the property described as:

Property Address: 44174 FLORIDA AVE, HEMET

Assessor's Parcel Number: 549-152-038

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

Executed on December 29, 2009 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

Angela Frazier
By: Angela Frazier, Code Enforcement Officer II