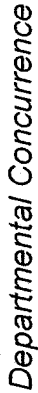


726B



RECOMMENDED MOTION: Move that:

1. The excess outside storage of materials and accumulation of rubbish on the real property located at 25097 Jutland Drive, Hemet, Riverside County, California, APN: 549-382-003 be declared a public nuisance and a violation of Riverside County Ordinance Nos. 348 and 541 (Riverside County Code Chapters 17.52 and 8.120).
2. Carol A. Tounget, the owner of the subject real property, be directed to abate the excess outside storage and accumulation of rubbish on the property by removing the same from the real property within ninety (90) days.

JULIE JARVI, Deputy County Counsel
for PAMELA J. WALLS, County Counsel

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

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

APPROVE

BY:

Alex Gann

<input type="checkbox"/>	Consent	X	Policy
<input type="checkbox"/>	Consent	<input checked="" type="checkbox"/>	Policy

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

Kecia Harper-Ihem
Clerk of the Board
By: [Signature]
Deputy

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

9.11

Abatement of Public Nuisances

Case No. CV 07-3542

25097 Jutland Drive, Hemet

Page 2

3. If the owner 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 or receipt of a Court Order authorizing entry onto the real property when necessary under applicable law, shall abate the excess outside storage and accumulation of rubbish by removing and disposing of the same from the real property.
4. The reasonable costs of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Riverside County Ordinance No. 725.
5. County Counsel be directed to prepare the necessary Findings of Fact and Conclusions that the excess outside storage of materials and accumulation of rubbish on the real property is declared to be in violation of Riverside County Ordinance Nos. 348 and 541, and a public nuisance, and further, to prepare an Order to Abate for approval by the Board.

JUSTIFICATION:

1. An initial inspection pursuant to an inspection warrant was made of the subject property by the Code Enforcement Officer on October 17, 2008.
2. The inspection revealed the excess outside storage of materials and an accumulation of rubbish on the subject property in violation of Riverside County Ordinance Nos. 348 and 541. The items included but were not limited to: ladders, boxes, crates, tires, building supplies, wiring, hoses, wood, tarps, fans, cones, signs, a refrigerator, vehicle parts, shelves, fencing, spools, trash cans, motorized golf carts, mopeds, cycles, off road vehicles, fuel cans, cardboard boxes, signs, coolers, bicycle tires, tools, pipes, barrels, milk crates, chains, stadium bleachers, green waste, household trash and other miscellaneous debris.
3. Subsequent follow up inspections of the above-described real property on May 26, 2009, October 2, 2009, and January 12, 2010 revealed that the property continued to be in violation of Riverside County Ordinance Nos. 348 and 541.
4. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for the removal of excess outside storage and accumulated rubbish.

1 **BOARD OF SUPERVISORS**
2 **COUNTY OF RIVERSIDE**

3 IN RE ABATEMENT OF PUBLIC NUISANCE) CASE NO. CV 07-3542
4 [EXCESS OUTSIDE STORAGE AND)
5 ACCUMULATED RUBBISH] APN: 549-382-003,) DECLARATION OF OFFICER
6 25097 JUTLAND DRIVE, HEMET, COUNTY OF) BRETT POLLARD
RIVERSIDE, STATE OF CALIFORNIA; CAROL)
A. TOUNGET, OWNER.) [R.C.O. NO. 348, R.C.C. Chapter 17,
R.C.O. NO. 541, R.C.C. Chapter
8.120],

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

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

13 2. On October 17, 2008, pursuant to a search warrant, I conducted an initial inspection of
14 the real property described as 25097 Jutland Drive, Hemet, Riverside County, California and further
15 described as Assessor's Parcel Number 549-382-003 (hereinafter referred to as "THE PROPERTY")
16 with Code Enforcement Officers O'Gara, Heagstedt, Ryder and Corporal Edwards of the Riverside
17 Sheriff's Department. A true and correct copy of a Thomas Brothers map indicating the location of
18 THE PROPERTY is attached hereto as Exhibit "A."

19 3. A review of County records and documents disclosed that THE PROPERTY is owned by
20 Carol A. Tounget (hereinafter referred to as "OWNER"). A certified copy of the County Equalized
21 Assessment Roll for the year 2009-2010 is attached hereto and incorporated herein by reference as part
22 of Exhibit "B." THE PROPERTY is located within the R-T (Mobilehome Subdivisions and
23 Mobilehome Park Zones) zone classification. This zone classification does not allow any outside
24 storage on THE PROPERTY. A copy of a report generated from the County Geographic Information
25 System ("GIS") is attached hereto as part of Exhibit "B."

26 4. Based upon the Lot Book Reports issued by Optima Information Solutions on July 13,
27 2007 and updated by RZ Title Service on August 6, 2009, it is determined that other parties potentially
28 hold a legal interest in THE PROPERTY, to wit: Stewart Title Company of San Diego, Mountain View

JAN 26 2010 9.11

1 Financial, Inc., Southern California Mortgage Exchange, Countrywide Funding Corporation, Bank of
2 New York, SMTD Corporation, Ray Gregg and Pat Gregg, Ditech Funding Corporation, Christiana
3 Bank and Trust Company, Theresa Ann Jones, Secretary of Housing and Urban Development, First
4 American Title Insurance Company, KMF Services, Inc., Citibank South Dakota, N.A., Lake Hemet
5 Municipal Water District, MERS, Exclusive Trustee Services, Inc., and Law Office of Les Zieve
6 ("INTERESTED PARTIES"). A true and correct copy of the updated Lot Book Report is attached
7 hereto and incorporated herein as Exhibit "C."

8 5. On October 17, 2008, I conducted an initial inspection of THE PROPERTY with the
9 assistance of Code Enforcement Officers O'Gara, Heagstedt and Corporal Edwards of the Riverside
10 County Sheriff's Office. I made contact with the spouse of the OWNER, Harold Tounget, who granted
11 us permission to enter THE PROPERTY pursuant to a search warrant. I observed excess outside storage
12 and accumulated rubbish throughout THE PROPERTY and determined the total accumulation as
13 approximately eight thousand seven hundred twelve (8,712) square feet, covering the rear portion of the
14 parcel. The outside storage of materials and accumulated rubbish were intermingled and consisted of
15 but was not limited to: ladders, boxes, crates, tires, building supplies, wiring, hoses, wood, tarps, fans,
16 cones, signs, a refrigerator, vehicle parts, shelves, fencing, spools, trash cans, motorized golf carts,
17 mopeds, cycles, off-road vehicles, fuel cans, cardboard boxes, signs, coolers, bicycle tires, tools, pipes,
18 barrels, milk crates, chains, stadium bleachers, green waste, household trash and other miscellaneous
19 debris.

20 6. As a result of the excess outside storage of materials and accumulated rubbish, THE
21 PROPERTY constituted a public nuisance in violation of the provisions set forth in Riverside County
22 Ordinance ("RCO") No. 348 as codified in Riverside County Code ("RCC") Chapter 17.52 and RCO
23 No. 541, as codified in RCC Chapter 8.120.

24 7. On October 17, 2008, Notices of Violation for the excess outside storage of materials and
25 accumulated rubbish were posted on THE PROPERTY.

26 8. On October 29, 2008, Notice of Violation was mailed to the OWNER by certified mail,
27 return receipt requested. On August 27, 2009, Notice of Violation was mailed to OWNER and
28 INTERESTED PARTIES by certified mail, return receipt requested.

1 9. On May 26, 2009, I conducted a fly over inspection on THE PROPERTY with Code
2 Enforcement Officer O'Gara and the Riverside County Sheriff's Department. From my aerial vantage
3 point, I observed the excess outside storage and accumulated rubbish remained on THE PROPERTY in
4 violation of RCO 348 (RCC Chapter 17.52) and 541 (RCC Chapter 8.120).

5 10. On October 2, 2009, I conducted a follow up inspection of THE PROPERTY. From the
6 road right of way I observed that the violations remained.

7 11. A site plan and photographs depicting the condition of THE PROPERTY during the
8 above referenced inspections are attached hereto as part of Exhibit "D."

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

11 13. Based upon my experience, knowledge and visual observations, it is my determination
12 that the conditions on THE PROPERTY are dangerous to the neighboring properties and the general
13 public.

14 14. I am informed and believe and based upon said information and belief allege that the
15 OWNER and INTERESTED PARTIES do not have legal authority or permission to store or accumulate
16 the above described materials on THE PROPERTY.

17 15. Notices of Non-Compliance were recorded in the Office of the County Recorder, County
18 of Riverside, State of California, on July 27, 2007 and October 21, 2009, as Instrument Numbers 2007-
19 0487570 and 2009-0543110, true and correct copies of which are attached hereto and incorporated
20 herein by reference as Exhibit "F".

21 16. On January 12, 2010, I conducted a follow-up inspection on THE PROPERTY that
22 revealed the excess outside storage and accumulated rubbish remained on THE PROPERTY in violation
23 of RCO 348 (RCC Chapter 17.52) and 541 (RCC Chapter 8.120).

24 17. On December 28, 2009, the second notice – "Notice to Correct County Ordinance
25 Violations and Abate Public Nuisance" providing notification of the Board of Supervisors' hearing
26 scheduled for January 26, 2010, 2009, as required by Riverside County Ordinance No. 725, was mailed
27 to the OWNER and INTERESTED PARTIES by certified mail, return receipt requested and on January
28 12, 2010, was posted on THE PROPERTY. True and correct copies of the notice, returned receipt

1 receipt cards, together with the proof of service, and the affidavit of posting of notices are attached
2 hereto as Exhibit "G" and incorporated herein by reference.

3 18. The removal of all outside storage of materials and the removal of accumulated rubbish
4 currently on THE PROPERTY is required to bring THE PROPERTY into compliance with Riverside
5 County Ordinance Nos. 348, 541 and the Health and Safety Code. Given the size of the parcel and the
6 zoning classification, no amount of outside storage is allowed on THE PROPERTY under RCO No.
7 348. Under RCO No. 541, no amount of rubbish is allowed to be accumulated on THE PROPERTY.

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

9 (a) the outside storage of materials and accumulated rubbish on THE PROPERTY be
10 deemed and declared a public nuisance; and

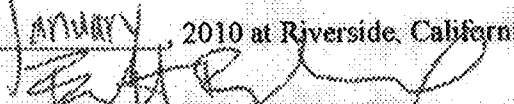
11 (b) the OWNER or whoever has possession or control of THE PROPERTY be
12 required to remove all outside storage of materials and accumulated rubbish on THE PROPERTY in
13 accordance with the provisions of RCO Nos. 348 and 541.

14 (c) that if the materials and rubbish are not removed and disposed of in strict
15 accordance with all Riverside County Ordinances, including but not limited to Riverside County
16 Ordinance Nos. 348 and 541, within ninety (90) days of the date of the Order to Abate Nuisance, the
17 outside storage of materials and accumulated rubbish shall be abated and disposed of by representatives
18 of the Riverside County Code Enforcement Department, a contractor or the Sheriff's Department upon
19 receipt of an owner's consent or a Court Order when necessary under applicable law.

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

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

26 Executed this 13th day of JANUARY, 2010 at Riverside, California.

27 
28 BRETT POLLARD
Code Enforcement Officer
Code Enforcement Department

782

SEE 389 MAP

SEE 389 MAP

SEE 781 MAP

SEE 811 MAP

© 2008 Rand McNally

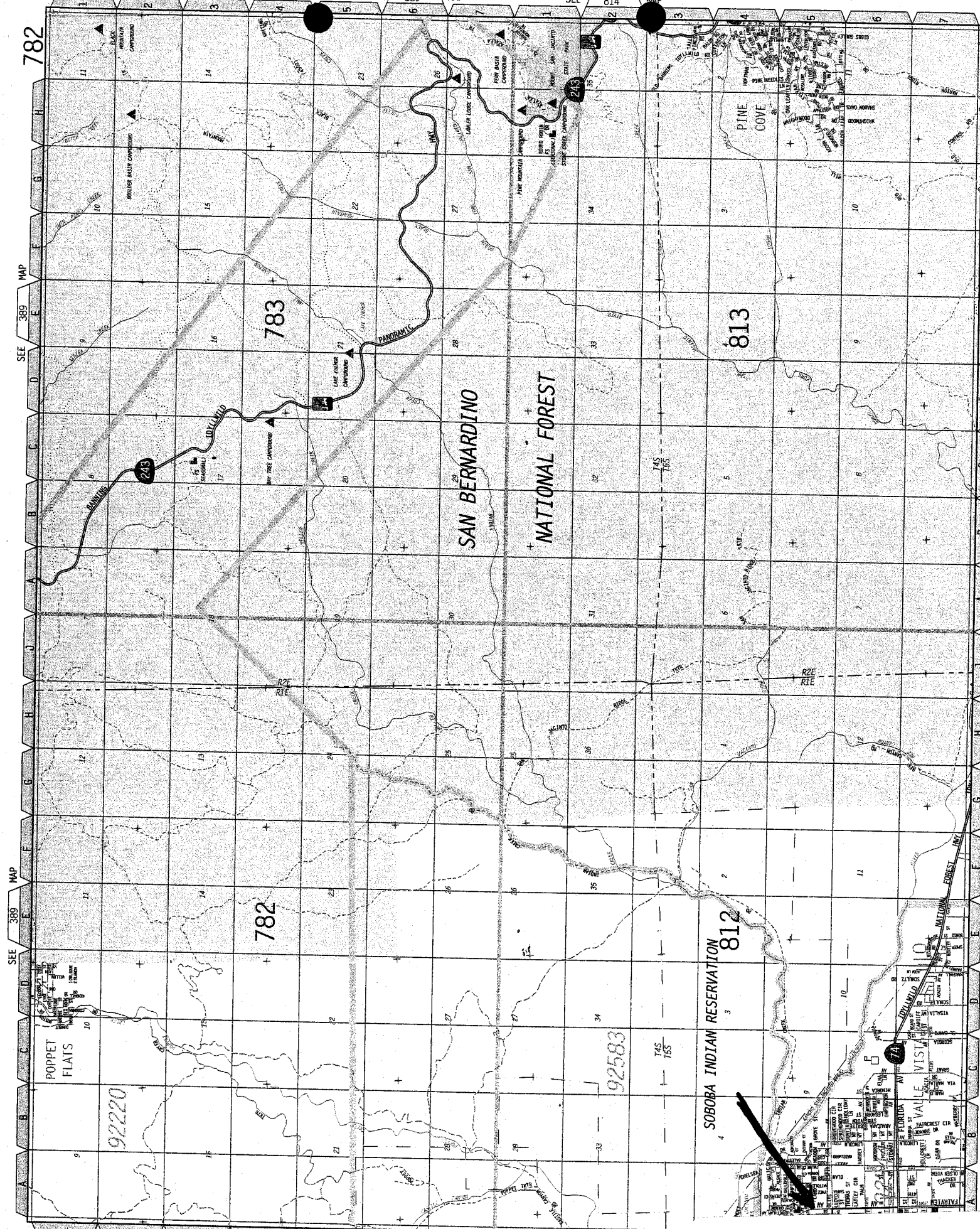


EXHIBIT NO. A

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

Assessment #549382003-4		Parcel # 549382003-4	
Assessee:	TOUNGET CAROL A	Land	33,000
Mail Address:	25097 JUTLAND DR HEMET CA 92544	Structure	98,000
Real Property Use Code:	R1	Full Value	131,000
Base Year	2008	Homeowners' Exemption	7,000
Conveyance Number:	0390998	Total Net	124,000
Conveyance (mm/yy):	6/2007		
PUI:	R010012		
TRA:	71-177		
Taxability Code:	0-00		
ID Data:	Lot 7 MB 177/011 TR 20885-1		
Situs Address:	25097 JUTLAND DR 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 to be a full, true and correct copy of the original on file and of record in my office.

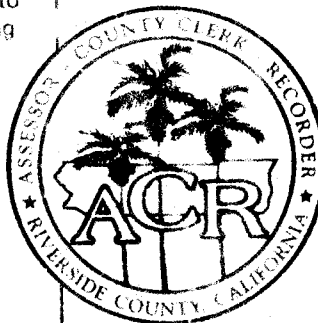
Larry W. Wan

Assessor - County Clerk - Recorder

County of Riverside, State of California

DEC 31 2009

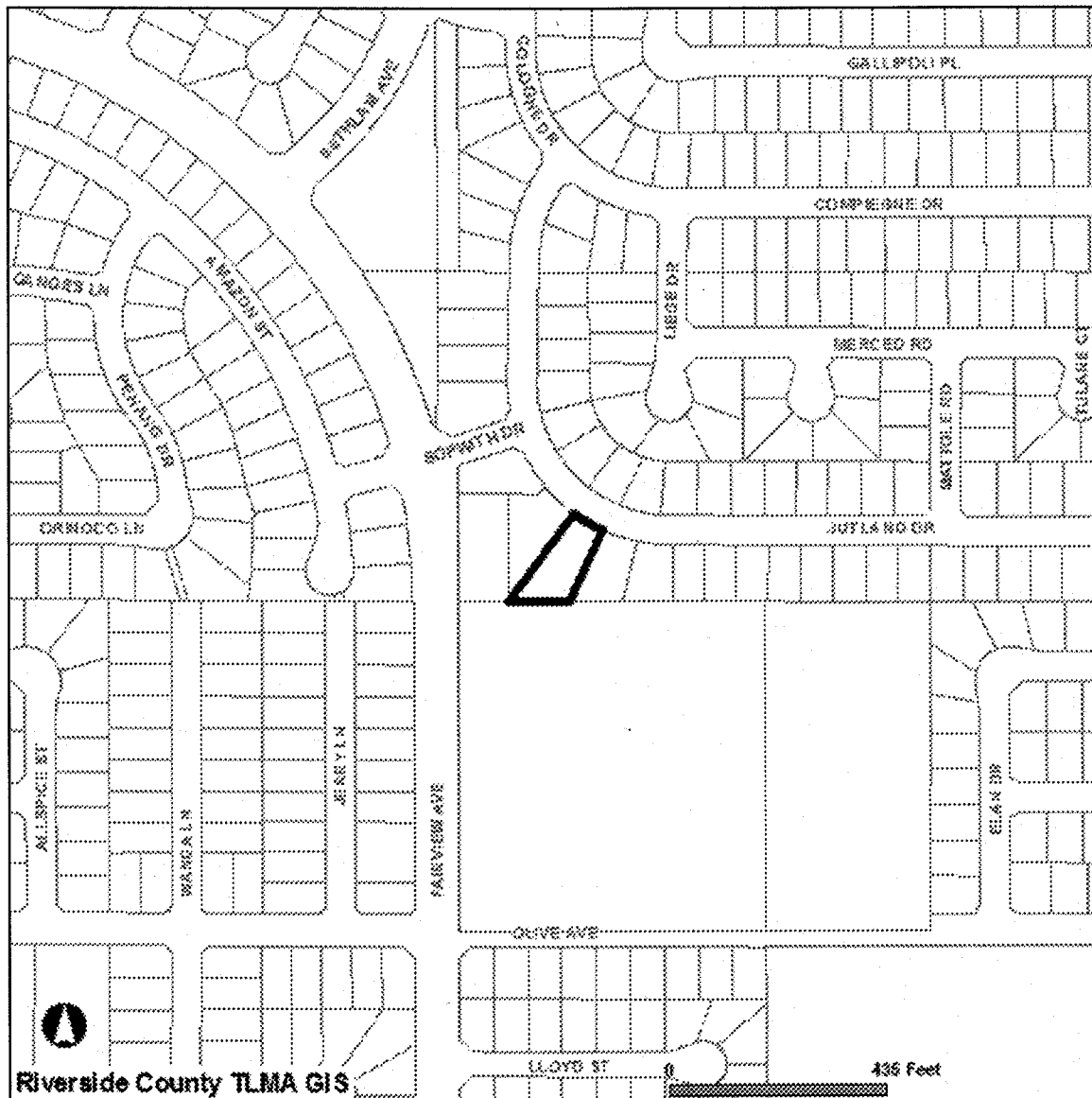
Dated:



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

EXHIBIT NO. B

RIVERSIDE COUNTY GIS



Selected parcel(s):
549-382-003

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

549-382-003-4

OWNER NAME / ADDRESS

CAROL A TOUNGET
25097 JUTLAND DR
HEMET, CA. 92544

MAILING ADDRESS

(SEE OWNER)
25097 JUTLAND DR

HEMET CA.. 92544

LEGAL DESCRIPTION

RECORDED BOOK/PAGE: MB 177/11
SUBDIVISION NAME: TR 20885-1
LOT/PARCEL: 7, BLOCK: NOT AVAILABLE
TRACT NUMBER: 20885

LOT SIZE

RECORDED LOT SIZE IS 0.33 ACRES

PROPERTY CHARACTERISTICS

WOOD FRAME, 1416 SQFT., 3 BDRM/ 2.25 BATH, 2 STORY, ATTACHED GARAGE(528 SQ. FT), CONST'D 1988 TILE, ROOF, CENTRAL HEATING, CENTRAL COOLING

THOMAS BROS. MAPS PAGE/GRID

PAGE: 812 GRID: A5

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

1740/1740 FEET

PREVIOUS APN

549-050-021

PLANNING

LAND USE DESIGNATIONS

Zoning not consistent with the General Plan.
MDR

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-T

SPECIFIC PLANS

NOT WITHIN A SPECIFIC PLAN

ZONING OVERLAYS
NOT IN A ZONING OVERLAY

AGRICULTURAL PRESERVE
NOT IN AN AGRICULTURE PRESERVE

REDEVELOPMENT AREAS
NOT IN A REDEVELOPMENT AREA

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
NOT IN A CIRCULATION ELEMENT RIGHT-OF-WAY

ROAD BOOK PAGE
152A

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

HYDROLOGY

FLOOD PLAIN REVIEW
FLOOD PLAIN MANAGEMENT REVIEW IS REQUIRED. CONTACT THE FLOOD PLAIN MANAGEMENT SECTION AT (951) 955-1200 FOR INFORMATION.

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
HIGH

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

IN OR PARTIALLY WITHIN

VALLE VISTA #91 -

STREET LIGHTING

LIGHTING (ORD. 655)

ZONE B, 27.66 MILES FROM MT. PALOMAR OBSERVATORY

2000 CENSUS TRACT

043704

TAX RATE AREAS

071-177

- COUNTY FREE LIBRARY
- COUNTY SERVICE AREA 91 *
- 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
- LAKE HEMET MUNICIPAL WTR IMP U-2
- METRO WATER EAST 1301999
- MT SAN JACINTO JUNIOR COLLEGE
- 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 10:21:59 2009



INVOICE

Order Number: 19406

Order Date: 8/6/2009

Customer Information:

Acct No. 1044

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

Attn: Brent Steele
REF: CV07-3242 / Anna Vasquez
IN RE: TOUNGET, CAROL A.

Product and/or Service ordered for Property known as:

**25097 Jutland Dr.
Hemet, CA 92544**

DESCRIPTION:	FEE:
Updated Lot Book	\$57.00
TOTAL DUE:	\$57.00

Payment due upon receipt. Please remit to:

RZ Title Services, Inc.
P.O. Box 1193
Whittier, CA 90609



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

Updated Lot Book

Customer:

RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT

4080 Lemon Street
Riverside

CA 92501

Attn: Brent Steele
Reference: CV07-3242 / Anna Vasquez
IN RE: TOUNGET, CAROL A.

Order Number: **19406**

Order Date: 8/6/2009

Dated as of: 8/12/2009

County Name: Riverside

FEE(s):
Report: \$57.00

Property Address: 25097 Jutland Dr.
Hemet

CA 92544

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

All exceptions are as follows:

Assessor's Parcel No. : 549-382-003-4

Assessments:	Land Value:	\$76,000.00
	Improvement Value:	\$140,000.00
	Exemption Value:	\$7,000.00
	Total Value:	\$209,000.00

Document Type

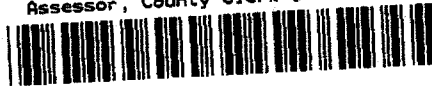
Statement of Decision Upholding Administrative Hearing
Officer's Notice of Decision and Order on Appeal

Document No.

2009-0356973

Recorded

07/10/2009



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			16						
M	A	L	485	426	PCOR	NCOR	SMF	NCHG	EXAM
INDEX AS NOTICE			NCHG						

WHEN RECORDED PLEASE MAIL TO:
Julie A.K. Jarvi, Deputy County Counsel
County of Riverside
OFFICE OF COUNTY COUNSEL
3535 Tenth Street, Suite 300 (Stop #1350)
Riverside, CA 92501

[EXEMPT GC §6103]

**BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE**

**C
508**

IN RE APPEAL OF ADMINISTRATIVE
HEARING DECISION RE: INOPERABLE
VEHICLES; APN: 549-382-003, 25097 JUTLAND
DRIVE, HEMET, COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA; CAROL TOUNGET,
OWNER AND APPELLANT.

CASE NO. CV 07-4249

STATEMENT OF DECISION
UPHOLDING ADMINISTRATIVE
HEARING OFFICER'S NOTICE OF
DECISION AND ORDER ON
APPEAL

[R.C.O. No. 520 (RCC Title 10)]

The above-captioned matter came on regularly for hearing on June 2, 2009, before the Board of Supervisors of the County of Riverside, State of California in the Board Room, First Floor Annex, County Administrative Center, 4080 Lemon Street, Riverside, California regarding the appeal of an administrative hearing officer's decision on the abatement of abandoned, wrecked, dismantled or inoperable vehicles and vehicle parts on the real property described as 25097 Jutland Drive, Hemet, Riverside County, APN 549-382-003 and referred to hereinafter as "THE PROPERTY."

L. Alexandra Fong, Deputy County Counsel, appeared along with Kenneth King, Senior Code Enforcement Officer, on behalf of the Director of the Code Enforcement Department. The Code Enforcement Department presented the Declaration of Officer Brett Pollard and Exhibits "A" through "I," evidencing the abandoned, wrecked, dismantled, or inoperable vehicles and vehicle parts on THE PROPERTY as violations of Riverside County Ordinance No. 520 as codified in

STATEMENT OF DECISION UPHOLDING HEARING
OFFICER'S NOTICE OF DECISION AND ORDER ON APPEAL

1 Riverside County Code Chapter 10.04, and as a public nuisance.

2 Appellant Howard Tounget, one of the registered owners of the vehicles on THE
3 PROPERTY, addressed the Board and presented evidence, consisting of oral testimony, photographs
4 of code violations he alleged occurred on other property, and photographs of a re-assembly of a
5 vehicle which is not the subject of the appeal.

6 The Board of Supervisors received the evidence presented by Howard Tounget. The Board
7 of Supervisors received the Declaration of the Code Enforcement Officer together with attached
8 Exhibits.

9 **ORDER ON APPEAL**

10 WHEREFORE, the Board of Supervisors of the County of Riverside, State of California, in
11 regular session assembled on June 2, 2009 determines and orders as follows:

12 1. All due process requirements were satisfied by the Department of Code Enforcement.
13 The Administrative Hearing Order and Notice of Decision (Exhibit "G" to the Declaration of
14 Officer Brett Pollard), exhibits and testimony have been considered.

15 2. The Administrative Hearing Order and Notice of Decision is affirmed;

16 3. PROPERTY OWNER Carol Tounget or anyone having possession or control of the
17 vehicles or vehicle parts is required to abate the public nuisance by removing all the vehicles and
18 vehicle parts set forth in the attached Vehicle Investigation Inventory and Abatement Report (Exhibit
19 "E" to the Declaration of Officer Brett Pollard), making them operable or completely enclosing them
20 within a building in a lawful manner where they are not visible from the street or other public or
21 private property within ninety (90) days of the posting and mailing of this Board order in accordance
22 with all Riverside County Ordinances and Codes, including but not limited to Riverside County
23 Ordinance No. 520 (RCC Title 10).

24 4 If the above described nuisance is not abated within ninety (90) days of issuance of
25 the Board order, a designated representative of the Department of Code Enforcement, a towing
26 contractor and/or Sheriff's Department representative may abate the nuisance by removal and
27 destruction pursuant to Riverside County Code Title 10 and applicable laws.

28 ///

STATEMENT OF DECISION UPHOLDING HEARING
OFFICER'S NOTICE OF DECISION AND ORDER ON APPEAL

2009-0356973
07/10/2009 08:09H
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FORM APPROVED COUNTY COUNSEL
BY: Alexandra Fong 6/8/09 DATE
L. ALEXANDRA FONG

1 5. PROPERTY OWNER, Appellant Howard Tounget, INTERESTED PARTIES (i.e.
2 Lake Hemet Municipal Water District; Patenaude & Felix, APC; Mr. and Mrs. Ray Gregg; Law
3 Offices of Les Zieve; Department of Housing and Urban Development; Landsafe National Default;
4 John DeLap; Mortgage Electronic Registration Services, ReconTrust Co.; and Bank of New York as
5 trustee for Certificateholders of Countrywide Mortgage backed Securities Series 2003-R4) and any
6 registered owners of the vehicles identified within the attached Vehicle Investigation Inventory and
7 Abatement Report are hereby notified that they may have additional remedies pursuant to California
8 Code of Civil Procedure Sections 1094.5, 1094.6, et seq. and are further notified that the deadline to
9 seek such remedies is ninety (90) days from the posting and mailing of the Statement of Decision
10 Upholding Administrative Hearing Officer's Decision and Order on Appeal.

11 6. Reasonable costs of abatement, after notice and opportunity for hearing, shall be
12 imposed as a lien on THE PROPERTY which may be collected as a special assessment against THE
13 PROPERTY pursuant to Government Code Section 25845 and Riverside County Ordinance Nos.
14 520 and 725 (RCC Titles 10 and 1).

15 Dated: June 23, 2009

BOARD OF SUPERVISORS OF THE
COUNTY OF RIVERSIDE, STATE OF
CALIFORNIA

17 By: Jeff Stone
18 Chairman, Board of Supervisors
19 - Jeff Stone

20 ATTEST: KECIA HARPER-IHEM
21 CLERK OF THE BOARD

22 By: Sandra Schlemmer
23 Deputy

24 (SEAL)

26 LAF
27 6/8/09
28 L:\DOCS\6000\CV074249\A48692.DOC

STATEMENT OF DECISION UPHOLDING HEARING
OFFICER'S NOTICE OF DECISION AND ORDER ON APPEAL

06.23.09 2.17



CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

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

JORN BOYD
DIRECTOR

VEHICLE INVESTIGATION INVENTORY AND ABATEMENT REPORT

Officer's Name: bnoone I.D. # Case Number: CV074249
Date of Initial Investigation: 05/17/2007 Location of Vehicle(s) & Parts: 25097 Jutland Dr Hemet, Ca 92544
PN: 549382003 Property Owner's Name: Carol Tounget
Supervisor Dist: Property Owner's Address: 25097 Jutland, Hemet, Ca 92544

ITEM NO.	VEHICLE CONDITION	YEAR	MAKE STYLE/COLOR	VIN	LICENSE NO. STATE	REGISTERED OWNER AND ADDRESS	LEGAL OWNER AND ADDRESS	ABATE CODE
1.	flat tire, missing belts, valve cover, fuel pump		UNK Blue	unk	unk			
2.	flat tires		UNK Red	unk	unk			
3.	flat tires, dismantled interior		DIAHATSU White	unk	unk			
4.	flat tires		UNK White	unk	unk			
5.	flat tire, dismantled int.		INTL Rust	unk	unk			
6.	missing engine, etc.		FORD Rust	unk	unk			
7.	missing engine, etc.		UNK Red	unk	unk			
8.	dismantled engine, missing front wheels		CHEVY White	CCL447Z150572	unk	not on file		

EXHIBIT NO. E

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9.	battery, vent infestation	LINCOLN Black	unk	9222 CA	not on file	
10.	collision, deployed airbag	NISSAN Blue	unk	5X61405 CA	DAY FREDERICK CARL 1348 JASMINE WAY HEMET, CA 92545	
11.	no battery	DEERE Green	unk	unk		
12.	cracked windshield, fuel pump, hoses	UNK White	unk	unk		
13.	wrecked/general dilapidation	UNK Black	unk	unk		
14.	flat tires, storage	UNK Misc	unk	unk		
15.	missing wheels	UNK Red	unk	unk		
16.	flat tire, battery missing or dead	PONTIAC Black	unk	038RUA CA	not on file	
17.	flat tire, alt belt, no battery	CHEVY Red	unk	4R57448 CA	TOUNGET, HOWARD OR CAROL 250 N STATE ST HEMET CA 92545	
18.	missing engine parts /lug nuts/belts/battery/valve covers, etc	CHEVY Blue	D57L-119082	unk	TOUNGET, HOWARD DAVID 250 N STATE ST HEMET CA 92545	
19.	inoperable	CHEV Gold	CE147Z161261	58278A CA	HEMET CA 92545 TOUNGET, KEVIN GREGORY 1099 Val Monte Dr. HEMET CA 92545	UNKNOWN UNKNOWN UNKNOWN
20.	missing battery	FORD Green	2FMDA514XTBC139 37	3PTX195 CA	HEMET CA 92545 TOUNGET, CAROL 25097 JUTLAND DR HEMET, CA 92544	BK WEST PO BOX 8160 WALNUT CREEK CA 94596
21.	wiring, alt filter cover	CHEVY White	LKL188Z518261	2KB1567 CA	TOUNGET, SARA ELIZABETH 25097 JUTLAND DR HEMET CA 92544	

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22.	no fenders			UNK Rust	unk				
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07/16/2009 08:06A
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JOHN BOYD
DIRECTOR

CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

4080 LEMON STREET, 12TH FLOOR
RIVERSIDE, CALIFORNIA 92501
(951) 955-2004 • FAX (951) 955-8680

NOTICE OF DECISION

Party Cited: Howard Tounget
Case No.: CV07-4249
Property: 25097 Jutland Drive, Hemet, CA 92544
APN: 549-382-003
VIN: Per Attached Vehicle Inventory
Violation: Vehicle Abatement, Riverside County Ordinance 520

A Code Enforcement Administrative Hearing was conducted on January 15, 2009, at 4080 Lemon Street, Riverside, CA to determine if the cited party is in violation of the above-referenced Riverside County Code. Mr. Tounget was present at the hearing; however, after the initial evidence was presented Mr. Tounget left the hearing.

Code Enforcement Officer Brett Pollard substantiated the violation through a Vehicle Investigation Inventory and Abatement Report, photographs for each of the twenty-two (22) vehicles that are the subject of this investigation and personal testimony.

The necessary service of all required notices was established by the officer, file copies of the Notice of Intention to Abate and Remove an Abandoned, Wrecked Dismantled or Inoperative Vehicle or Parts thereof; Proof of Service by certified mail and Proof of Service by certified mail for the Notice of Hearing.

Decision:

Based on the facts presented, I find in favor of the County of Riverside and declare that the vehicles described herein, with the exception of item numbers 19 and 22 on the attached Vehicle Investigation Inventory and Abatement Report, constitute a public nuisance under Riverside County ordinances.

Order:

Howard Tounget is hereby directed to abate the public nuisance within 30 days which is up to and including February 15, 2009. Abatement might include scraping the above described vehicles at an approved junk yard, restoring the vehicles described above to an operable condition, and/or storing the vehicles in an enclosed garage. It is the responsibility of the cited party to arrange a mutually acceptable date for inspection to permit the Code Enforcement Officer to verify that the nuisance has been abated no later than February 15, 2009.

If these actions are not taken by the stipulated date, then the County of Riverside shall have full authority to abate and remove the vehicles and to recover all administrative costs, including attorney fees, officer enforcement costs and removal costs as provided under Riverside County Ordinances 520 and 725.

The decision of the Hearing Officer may be appealed by filing a written notice of appeal with the Code Enforcement Department within five (5) days of service of this notice. The written notice of appeal may be filed in person or by mail addressed to County of Riverside, Code Enforcement Department P.O. Box 1469, Riverside CA 92502.


Michael Soccio, Hearing Officer

1-15-09
Date

EXHIBIT NO. 9

PROOF OF SERVICE

Case No. CV 08-06561

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Brenda Peeler, 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 3535 Tenth Street, Suite 300, Riverside, California 92501-3674.

That on January 15, 2009, I served the following document(s): **NOTICE OF DECISION** by placing a true copy thereof enclosed in a sealed envelope(s) addressed as follows:

Howard Tounget
Carol Tounget
Sara Tounget
25097 Jutland Drive
Hemet, CA 92544

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 January 15, 2009 at Riverside, California.


BRENDA PEELER

EXHIBIT NO. G²

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CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

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

JOHN BOYD
DIRECTOR

VEHICLE INVESTIGATION INVENTORY AND ABATEMENT REPORT

Officer's Name: buone I.D. # Case Number: CV074249
Date of Initial Investigation: 05/17/2007 Location of Vehicle(s) & Parts: 25097 Jutland Dr Hemet, Ca 92544
PN: 549382003 Property Owner's Name: Carol Tounget
Supervisor Dist: Property Owner's Address: 25097 Jutland, Hemet, Ca 92544

ITEM NO.	VEHICLE CONDITION	YEAR	MAKE	STYLE/COLOR	VIN	LICENSE NO. STATE	REGISTERED OWNER AND ADDRESS	LEGAL OWNER AND ADDRESS	ABATE CODE
1.	flat tire, missing belts, valve cover, fuel pump		UNK	Blue	unk	unk			
2.	flat tires		UNK	Red	unk	unk			
3.	flat tires, dismantled interior		DIHATSU	White	unk	unk			
4.	flat tires		UNK	White	unk	unk			
5.	flat tire, dismantled int.		INTL	Rust	unk	unk			
6.	missing engine, etc.		FORD	Rust	unk	unk			
7.	missing engine, etc.		UNK	Red	unk	unk			
8.	dismantled engine, missing front wheels		CHEVY	White	CCL447Z150572	unk	not on file		

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EXHIBIT NO. G3

9.	battery, no vent infestation	LINCOLN Black	unk	ALP222 CA	not on file	
10.	collision, deployed airbag	NISSAN Blue	unk	5X61405 CA	DAY FREDERICK CARL 1348 JASMINE WAY HEMET, CA 92545	
11.	no battery	DEERE Green	unk	unk		
12.	cracked windshield, fuel pump, hoses	UNK White	unk	unk		
13.	wrecked/general dilapidation	UNK Black	unk	unk		
14.	flat tires, storage	UNK Misc	unk	unk		
15.	missing wheels	UNK Red	unk	unk		
16.	flat tire, battery missing or dead	PONTIAC Black	unk	038RJA CA	not on file	
17.	flat tire, alt belt, no battery	CHEVY Red	unk	4R57448 CA	TOUNGET, HOWARD OR CAROL 250 N STATE ST HEMET CA 92543	
18.	missing engine parts /lug nuts/belt/battery/valve covers, etc	CHEVY Blue	D57L-119082	unk	TOUNGET, HOWARD DAVID 250 N STATE ST HEMET CA 92543	
19.	inoperable	CHEV Gold	CE147Z161261	58278A CA	UNKNOWN UNKNOWN UNKNOWN 1099 Val Monte Dr. HEMET CA 92543	
20.	missing battery	FORD Green	2FMDA514XTBC139 37	3PTX195 CA	BK WEST PO BOX 8160 WALNUT CREEK CA 94596	
21.	wiring, air filter cover	CHEVY White	LKL188Z518261	2KB1567 CA	TOUNGET, SARA ELIZABETH 25097 JUTLAND DR HEMET CA 92544	

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07/10/2009 08:00A
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22.	no fenders			UNK Rtst	unk	unk			
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87/18/2888 08:08A
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**LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER**

Recorder
P.O. Box 751
(951) 486-7000
www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

Clarification for "Exhibit E" – VEHICLE INVESTIGATION INVENTORY AND ABATEMENT REPORT as some words are cut off on the left side of the page, poor quality of the copy, and some wording unclear, shaded and/or on line and illegible. This clarification shall begin with page one, reading left to right, top to bottom as follows:

Upper left corner: logo -

COUNTY OF RIVERSIDE CODE ENFORCEMENT
TRANSPORTATION AND LAND MANAGEMENT AGENCY

Left side of page – cut off words:

Officer's
Date
APN:
Supervisor

Shaded columns:

ITEM NO.
VEHICLE CONDITION
YEAR
MAKE STYLE / COLOR
VIN
LICENSE NO. STATE
REGISTERED OWNER AND ADDRESS
LEGAL OWNER AND ADDRESS
ABATE CODE

Bottom of page, left side:

EXHIBIT NO. E

Date:

7-9-09

Signature:

Sandi Schlemmer

Print Name: Sandi Schlemmer, Deputy Clerk

ACR 601P-AS4RE0 (Rev. 09/2005)



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Public Record

LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
(951) 486-7000
www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

CONTINUED, PAGE 2

Clarification for "Exhibit E" – VEHICLE INVESTIGATION INVENTORY AND ABATEMENT REPORT as some words are cut off on the left side of the page, poor quality of the copy, and some wording unclear, shaded and/or on line and illegible. This clarification shall begin with page one, reading left to right, top to bottom as follows:

Page 2 of document, line item 9. column #1

battery, rodent infestation

line item 9. column #5

(first two letters missing from document) P222 CA

line item 17 column #6

(word on/below line) HEMET CA 92543

line item 18 column #6

(word on/below line) HEMET CA 92543

line item 19 column #6

(word on/below line) HEMET CA 92543

line item 21 column #6

(word on/below line) HEMET CA 92544

Clarification for "Exhibit G" – NOTICE OF DECISION

Upper left logo –

COUNTY OF RIVERSIDE CODE ENFORCEMENT
TRANSPORTATION AND LAND MANAGEMENT AGENCY

last line of text, zip code obscured by signature

CA 92502

Date:

7-9-09

Signature:

Sandi Schlemmer

Print Name: Sandi Schlemmer, Deputy Clerk

ACR 601P-AS4RE0 (Rev. 09/2005)



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LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
(951) 486-7000

www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

CONTINUED, PAGE 3

Clarification for "Exhibit G³" – VEHICLE INVESTIGATION INVENTORY AND ABATEMENT REPORT as some words are cut off on the left side of the page, poor quality of the copy, and some wording unclear, shaded and/or on line and illegible. This clarification shall begin with page one, reading left to right, top to bottom as follows:

Upper left corner: logo -

COUNTY OF RIVERSIDE CODE ENFORCEMENT
TRANSPORTATION AND LAND MANAGEMENT AGENCY

Left side of page – cut off words:

Officer's
Date
APN:
Supervisor

Shaded columns:

ITEM NO.
VEHICLE CONDITION
YEAR
MAKE STYLE / COLOR
VIN
LICENSE NO. STATE
REGISTERED OWNER AND ADDRESS
LEGAL OWNER AND ADDRESS
ABATE CODE

Bottom of page, left side:

EXHIBIT NO. G³

Date:

7-9-09

Signature:

Sandi Schlemmer

Print Name: Sandi Schlemmer, Deputy Clerk

ACR 601P-AS4RE0 (Rev. 09/2005)



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07/10/2009 08:00A
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LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
(951) 486-7000
www.riversideacr.com

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

CONTINUED, PAGE 4

Clarification for "Exhibit E" – VEHICLE INVESTIGATION INVENTORY AND ABATEMENT REPORT as some words are cut off on the left side of the page, poor quality of the copy, and some wording unclear, shaded and/or on line and illegible. This clarification shall begin with page one, reading left to right, top to bottom as follows:

Page 2 of document, line item 9. column #1
battery, rodent infestation

line item 9. column #5

(first two letters missing from document via hole punch)

P222

CA

line item 17 column #6

(word on/below line) HEMET CA 92543

line item 18 column #6

(word on/below line) HEMET CA 92543

line item 19 column #6

(word on/below line) HEMET CA 92543

line item 21 column #6

(word on/below line) HEMET CA 92544

Date:

7-9-09

Signature:

Sandi Schlemmer

Print Name: Sandi Schlemmer, Deputy Clerk

ACR 601P-AS4RE0 (Rev. 09/2005)



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07/19/2009 08:08A
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Public Record



LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000
<http://riverside.asrclrec.com>

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

CLARIFICATION OF THE SEAL for the Riverside County Board of Supervisors
(embossed on document)



Date:

6-23-09

Signature:

Sandi Schlemmer

Print Name:

Sandi Schlemmer, Deputy Clerk - Riverside County Clerk of the Board

ACR 601P-AS4RE0 (Rev. 01/2005)



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87/19/2009 08:08A
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Public Record



Optima Order Number: 0718008 Customer Order Number CV07-3542 Issue Date: 7/20/2007 Effective Date 7/13/2007
Form Version 2.25:

Begin Copy Below This Line.

PARTIES OF INTEREST REPORT

Report Cost: \$95.00

Customer Information

Customer Name: TOUNGET, CAROL
Property Address: 25097 JUTLAND DR., HEMET, CA 92544
Munic/County: RIVERSIDE

Deed Information

Grantee: RAY GREGG AND PAT GREGG, HUSBAND AND WIFE, AS JOINT TENANTS
Document Type: GRANT DEED
Filed: Dated: 1/11/1989 Recorded: 1/17/1989
Book: Page: No.: 15398
Comment:

Grantee: CAROL TOUNGET, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY
Document Type: QUITCLAIM DEED
Filed: Dated: 2/6/1992 Recorded: 2/11/1992
Book: Page: No.: 047732
Comment:

Grantee: CAROL TOUNGET, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY
Document Type: GRANT DEED
Filed: Dated: 2/7/1992 Recorded: 2/11/1992
Book: Page: No.: 047733
Comment:

Grantee: CAROL TOUNGET, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY
Document Type: QUITCLAIM DEED
Filed: Dated: Recorded: 10/29/1993
Book: Page: No.: 432369
Comment: NOTE: DATED DATE NOT SET OUT

Grantee: KMF SERVICES INC.
Document Type: TRUSTEES DEED UPON SALE
Filed: Dated: 5/14/2007 Recorded: 5/17/2007
Book: Page: No.: 2007-0326895
Comment:

Grantee: CAROL A. TOUNGET, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY
Document Type: GRANT DEED
Filed: Dated: 6/12/2007 Recorded: 6/14/2007
Book: Page: No.: 2007-0390998
Comment:

Vesting: CAROL A. TOUNGET, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY
Legal Description: See Attached Exhibit 'A'

Tax Information

Tax ID: 549-382-003-4

Assessment Information

Land: \$51,752.00 Building/Improvement \$111,276.00 Assessed Valuation: \$163,028.00

Judgment and Lien Information

MORTGAGE INFORMATION:

1.DEED OF TRUST

AMOUNT: \$98,986.00

RECORDED: 10/29/1993 AS INSTRUMENT NO. 432370, BOOK , PAGE

DATED: 10/22/1993

TRUSTOR: CAROL A. TOUNGET, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

TRUSTEE: STEWART TITLE COMPANY OF SAN DIEGO, A CALIFORNIA CORPORATION

BENEFICIARY: MOUNTAIN VIEW FINANCIAL INC., A CALIFORNIA CORPORATION

COMMENT:

ASSIGNMENT OF DEED OF TRUST

RECORDED: 10/29/1993 AS INSTRUMENT NO. 432371

COMMENT: ASSIGNEE: SOUTHERN CALIFORNIA MORTGAGE EXCHANGE, A CALIFORNIA CORPORATION

ASSIGNMENT OF DEED OF TRUST

RECORDED: 12/21/1993 AS INSTRUMENT NO. 505785

COMMENT: ASSIGNEE: COUNTRYWIDE FUNDING CORPORATION

SUBSTITUTION OF TRUSTEE

RECORDED: 8/1/2003 AS INSTRUMENT NO. 2003-583998

COMMENT:

SUBSTITUTION OF TRUSTEE AND ASSIGNMENT OF DEED OF TRUST

RECORDED: 8/11/2006 AS INSTRUMENT NO. 2006-0593073

COMMENT: ASSIGNEE: BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATE HOLDERS OF COUNTRYWIDE MORTGAGE BACKED SECURITIES SERIES 2003-R4

REQUEST FOR NOTICE

RECORDED: 9/14/2006 AS INSTRUMENT NO. 2006-0680848

COMMENT:

REQUEST FOR NOTICE OF DELINQUENCY

RECORDED: 11/13/2006 AS INSTRUMENT NO. 2006-0835852

COMMENT:

2.DEED OF TRUST

AMOUNT: \$24,466.86

RECORDED: 2/11/1992 AS INSTRUMENT NO. 047734, BOOK , PAGE

DATED: 2/10/1992

TRUSTOR: CAROL TOUNGET, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

TRUSTEE: SMTD CORPORATION, A CALIFORNIA CORPORATION

BENEFICIARY: RAY GREGG AND PAT GREGG, HUSBAND AND WIFE, AS JOINT TENANTS

COMMENT:

SUBORDINATION AGREEMENT

RECORDED: 10/29/1993 AS INSTRUMENT NO. 432372

COMMENT: NOTE: SUBORDINATE TO NO. 1

3.DEED OF TRUST

AMOUNT: \$34,000.00

RECORDED: 5/22/1997 AS INSTRUMENT NO. 179785, BOOK , PAGE

DATED: 5/8/1997

TRUSTOR: CAROL A. TOUNGET, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

TRUSTEE: GATEWAY TITLE COMPANY
BENEFICIARY: DITECH FUNDING CORPORATION, A CALIFORNIA CORPORATION
COMMENT:

CORPORATION ASSIGNMENT OF DEED OF TRUST
RECORDED: 6/29/1998 AS INSTRUMENT NO. 264973
COMMENT: ASSIGNEE: THE BANK OF NEW YORK AS TRUSTEE FOR THE HOLDINGS OF DITECH FUNDING 1997-1

SUBSTITUTION OF TRUSTEE
RECORDED: 8/30/2004 AS INSTRUMENT NO. 2004-0687325
COMMENT:

ASSIGNMENT OF DEED OF TRUST
RECORDED: 8/2/2005 AS INSTRUMENT NO. 2005-0620283
COMMENT: ASSIGNEE: CHRISTIANA BANK AND TRUST COMPANY, AS OWNER TRUSTEE OF THE SECURITY NATIONAL FUNDING TRUST

LOST ASSIGNMENT AFFIDAVIT
RECORDED: 10/11/2005 AS INSTRUMENT NO. 2005-0839830
COMMENT:

ASSIGNMENT OF DEED OF TRUST
RECORDED: 12/12/2006 AS INSTRUMENT NO. 2006-0908769
COMMENT: ASSIGNEE: CHRISTIANA BANK AND TRUST COMPANY, AS OWNER TRUSTEE OF THE SN ASSET SECURITIZATION TRUST 2005-A

SUBSTITUTION OF TRUSTEE
RECORDED: 12/12/2006 AS INSTRUMENT NO. 2006-0908770
COMMENT:

4.DEED OF TRUST
AMOUNT: \$7,500.00
RECORDED: 1/19/2005 AS INSTRUMENT NO. 2005-0052282, BOOK , PAGE
DATED: 9/7/2004
TRUSTOR: CAROL A. TOUNGET
TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION
BENEFICIARY: THERESA ANN JONES
COMMENT:

5.DEED OF TRUST
AMOUNT: \$8,127.73
RECORDED: 3/3/2005 AS INSTRUMENT NO. 2005-0171452, BOOK , PAGE
DATED: 1/28/2005
TRUSTOR: CAROL A. TOUNGET
TRUSTEE: DIRECTOR OF HOUSING
BENEFICIARY: SECRETARY OF HOUSING AND URBAN DEVELOPMENT
COMMENT:

6.DEED OF TRUST
AMOUNT: \$25,000.00
RECORDED: 9/13/2006 AS INSTRUMENT NO. 2006-0676049, BOOK , PAGE
DATED: 9/8/2006
TRUSTOR: CAROL A. TOUNGET, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY
TRUSTEE: FIRST AMERICAN TITLE COMPANY, A CALIFORNIA CORPORATION
BENEFICIARY: KMF SERVICES INC.
COMMENT:

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST
RECORDED: 12/19/2006 AS INSTRUMENT NO. 2006-0926125
COMMENT:

SUBSTITUTION OF TRUSTEE

RECORDED: 1/18/2007 AS INSTRUMENT NO. 2007-0040637
COMMENT:

NOTICE OF TRUSTEES SALE UNDER DEED OF TRUST
RECORDED: 3/22/2007 AS INSTRUMENT NO. 2007-0194544
COMMENT:

JUDGMENT INFORMATION:

DESCRIPTION: ABSTRACT OF JUDGMENT LIEN
AMOUNT: \$8,321.31
DATE: 9/15/2004
PLAINTIFF: CITIBANK SOUTH DAKOTA N.A.
DEFENDANT: CAROL A TOUNGET
CASE NO: HEC014447
DOCKET NO:
RECORDED: 1/26/2005, 2005-0073228, /
COMMENT:

DESCRIPTION: ABSTRACT OF JUDGMENT
AMOUNT: \$8,321.31
DATE: 9/15/2004
PLAINTIFF: CITIBANK SOUTH DAKOTA, N.A.
DEFENDANT: CAROL A TOUNGET
CASE NO: HEC014447
DOCKET NO:
RECORDED: 9/12/2005, 2005-0751906, /
COMMENT:

LIENS

STATEMENT OF LIEN

AMOUNT: \$151.34
CREDITOR: LAKE HEMET MUNICIPAL WATER DISTRICT
DEBITOR: TOUNGET, HOWARD AND CAROL
DATED: 8/9/2006
RECORDED: 8/15/2006 as instrument no. 2006-0598316, bk/pg /
COMMENT:

STATEMENT OF LIEN

AMOUNT: \$86.37
CREDITOR: THE LAKE HEMET MUNICIPAL WATER DISTRICT
DEBITOR: TOUNGET, HOWARD AND CAROL
DATED: 3/30/2007
RECORDED: 4/11/2007 as instrument no. 2007-024393, bk/pg /
COMMENT:

Application #: CV07-3542

Address Report

Assessment #: 549382003-4

Notify

RAY GREGG AND PAT GREGG

25097 JUTLAND DRIVE

HEMET, CA 92344

Assessment #: 549382003-4

Notify

MRS. CAROL TOUNGET

25097 JUTLAND DRIVE

HEMET, CA 92544

Assessment #: 549382003-4

Notify

CAROL A. TOUNGET
C/O CAROL TOUNGET
25097 JUTLAND DRIVE

HEMET, CA 92544

Assessment #: 549382003-4

Notify

KMF SERVICES INC.

2787 BRISTOL ST. NO. 221

COSTA MESA, CA 92626

Assessment #: 549382003-4

Notify

MOUNTAIN VIEW FINANCIAL INC.
SOUTHERN CALIFORNIA MORTGAGE EXCHANGE
6165 GREENWICH DR. NO. 320

SAN DIEGO, CA 92122

Assessment #: 549382003-4

Notify

MOUNTAIN VIEW FINANCIAL INC.

910 E. FLORIDA AVENUE STE A-2

HEMET, CA 92543

Assessment #: 549382003-4

Notify

SOUTHERN CALIFORNIA MORTGAGE EXCHANGE

6165 GREENWICH DRIVE SUITE 320

SAN DIEGO, CA 92122

Assessment #: 549382003-4

Notify

COUNTRYWIDE FUNDING CORPORATION

C/O SOUTHERN CALIFORNIA MORTGAGE EXCHANGE

6165 GREENWICH DRIVE SUITE 320

SAN DIEGO, CA 92122

Assessment #: 549382003-4

Notify

CTC REAL STATE SERVICES

ATTN: LORRAINE CARTER, DOC ID NO. 00086438542005N, TS NO. 03-05955

INVESTORS/INSURER NO. 0468492936703, TSG NO. 077033872

5898 CONDOR DRIVE, MP-88

MOORPARK, CA 93021

Assessment #: 549382003-4

Notify

BANK OF NEW YORK, TRUSTEE

C/O RECON TRUST COMPANY, N.A., DOC ID NO. 00086438542005N,

ATTN: DIANA STEPHANIE CANAS, TS NO. 06-08305, INVESTOR/INSURER NO. 0468492936703

1757 TAPO CANYON ROAD, SVW-88

SIMI VALLEY, CA 93063

Assessment #: 549382003-4

Notify

KMF SERVICE INC.

2787 BRISTOL ST NO. 227

COSTA MESA, CA 92628

Assessment #: 549382003-4

Notify

RAY GREGG AND PAT GREGG

41553 FULTON AVENUE

HEMET, CA 92544

Assessment #: 549382003-4

Notify

DITECH FUNDING CORPORATION

4 PARK PLAZA, NO. 1200

IRVINE, CA 92614

Assessment #: 549382003-4

Notify

THE BANK OF NEW YORK, TRUSTEE

C/O DITECH FUNDING

4 PARK PLAZA, STE. 1200

IRVINE, CA 92714

Assessment #: 549382003-4

Notify

EXECUTIVE TRUSTEE SERVICES, INC.

15455 SAN FERNANDO MISSION BLVD SUITE NO. 208

MISSION HILLS, CA 91345

Assessment #: 549382003-4

Notify

CHRISTIANA BANK AND TRUST COMPANY, TRUSTEE

C/O EXECUTIVE TRUSTEE SERVICES, INC.

15455 SAN FERNANDO MISSION BLVD SUITE NO. 208

MISSION HILLS, CA 91345

Assessment #: 549382003-4

Notify

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

C/O T.D. SERVICE COMPANY

POOL NO. 1365, CUST NO. 574, LOAN NO. 180612, TDSC NO., 2850464AS1

1820 E. FIRST ST., SUITE 300

SANTA ANA, CA 92705

Assessment #: 549382003-4

Notify

**CHRISTIANA BANK AND TRUST COMPANY, TRUSTEE
C/O SN SERVICING CORPORATION
323 FIFTH STREET**

EUREKA, CA 95501

Assessment #: 549382003-4

Notify

LAW OFFICES OF LES ZIEVE

17682 BEACH BLVD, SUITE 204

HUNTINGTON BEACH, CA 92647

Assessment #: 549382003-4

Notify

**THERESA ANN JONES
C/O TERRY A. JONES
1122 E. LINCOLN AVE., SUITE 110**

ORANGE, CA 92865

Assessment #: 549382003-4

Notify

**SECRETARY OF HOUSING AND URBAN DEVELOPMENT
C/O DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
ATTENTION: SINGLE NOTES BRANCH
451 SEVENTH STREET, SW
WASHINGTON, DC 10401**

Assessment #: 549382003-4

Notify

**SECRETARY OF HOUSING AND URBAN DEVELOPMENT
C/O LANDSAFE NATIONAL DEFAULT
ATTN: NAEY AYZAZ
1515 WALNUT GROVE AVE.
ROSEMEAD, CA 91770**

Assessment #: 549382003-4

Notify

KMF SERVICES INC.

2787 BRISTOL ST NO. 227

COSTA MESA, CA 92628

Assessment #: 549382003-4

Notify

COUNTY OF RECORDS RESEARCH,
TRUSTEE DIVISION
4952 WARNER AVENUE NO. 105

HUNTINGTON BEACH, CA 92649

Assessment #: 549382003-4

Notify

CITIBANK SOUTH DAKOTA N.A.
LAW OFFICES OF PATENAUE AND FELIX A.P.C., RAYMOND A. PATENAUE NO.128855, VICTOR PATENAUE NO. 21
MATTHEW GOLDING 171123 CASE NO. HEC014447
4545 MURPHY CANYON ROAD, 3RD FLOOR
SAN DIEGO, CA 92123

Assessment #: 549382003-4

Notify

KAREN HORNBARGER
C/O LAKE HEMET MUNICIPAL WATER DISTRICT
P.O. BOX 5039

HEMET, CA 92544-0039

Comments:

Application #: CV07-3542

Exhibit A (Legal Description)

PARCEL NO. 1:

LOT 7 OF TRACT NO. 20885-1, AS SHOWN BY MAP ON FILE IN BOOK 177, PAGES 11 THROUGH 13, AND AMENDED TRACT NO. 20885-1 IN BOOK 211 PAGE 17-19, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL NO. 2:

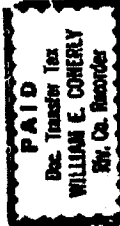
NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, MAINTENANCE, REPAIR, DRAINAGE, ENCROACHMENT, SUPPORT, AND FOR OTHER PURPOSES, ALL AS DESCRIBED IN THE DECLARATION, ABOVE REFERRED.

Escrow No.
Loan No.

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
OF RIVERSIDE
WHEN RECORDED MAIL TO:

Ray Gregg & Pat Gregg
25097 Jutland Drive
Hemet, CA 92344

15398



RECEIVED FOR RECORDING

JAN 17 1989

JAN 17 1989

Recorded in Official Records
of Riverside County, California

William E. Conerly
Recorder

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

DOCUMENTARY TRANSFER TAX \$ 1.08 00

X Computed on the consideration or value of property conveyed; OR
Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

THE UNDERSIGNED GRANTOR

Signature of Grantor or Agent determining tax - Firm Name

GRANT DEED

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

RIVER BEND ESTATES, a California Limited Partnership

hereby GRANT(S) to RAY GREGG AND PAT GREGG, husband and wife,
as Joint Tenants

the real property in the City of unincorporated area
County of Riverside

State of California, described as

Lot 7 of TRACT NO. 20885-1. (Refer to Exhibit "A" attached hereto and
made a part hereof for complete legal description.)

SUBJECT TO:

1. General and special real property taxes for the current Fiscal
Year and supplemental assessments, if any;
2. Covenants, conditions, restrictions, easements, reservations,
rights and rights-of-way of record.

Grantee, by acceptance and recordation of this deed, expressly accepts,
covenants and agrees to be bound by and assume performance of all of the
provisions and requirements set forth in the Declaration of Covenants,
Conditions and Restrictions and Reservations of Easements for River Bend
Estates ("Declaration"), recorded on June 21, 1988 as Instrument No. 170156,
of official records of Riverside County, California, which provisions and
requirements are acknowledged to be reasonable, and all of which are
incorporated herein by this reference. This grant is expressly conditioned
upon the performance of such provisions to be performed by Grantee thereunder.
The use for which the Lot is intended is residential, and the restrictions
on its use are fully set forth herein and in the Declaration, to which this
deed is expressly made subject.

Dated _____

STATE OF CALIFORNIA
COUNTY OF _____

On _____
before me, the undersigned a Notary Public in and for said State, per-
sonally appeared _____

(USE APPROPRIATE ACKNOWLEDGEMENTS)

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.

WITNESS my hand and official seal.

Signature _____

RIVER BEND ESTATES, a California
Limited Partnership

BY: W. R. Rose General Partner

(This area for official notarial seal)

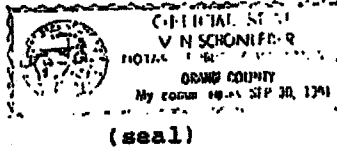
MAIL TAX STATEMENTS AS DIRECTED ABOVE

1002 (8/82)

State of California) ss
County of Orange)

On this 3rd day of Aug, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Alan R. Rosen, personally known to me to be the person who executed the within instrument, on behalf of the partnership, and acknowledged to me that the partnership executed the same.

WITNESS my hand and official seal.



V. N. Schonefeld
NOTARY PUBLIC

15398

EXHIBIT "A"

15398

PARCEL NO. 1:

Lot 7 of TRACT NO. 20885-1, as shown by Map on file in Book 177, pages 11 through 13, inclusive, of Maps, records of Riverside County, California.

RESERVING THEREFROM, for the benefit of the Grantor, its successors in interest and others, non-exclusive easements for access, ingress, egress, encroachment, maintenance, repair, drainage, support, and for other purposes, all as described in the Declaration of Covenants, Conditions and Restrictions and Reservations of Easements for River Bend Estates ("Declaration"), recorded on June 21, 1988 as Instrument No. 170156 of official records of Riverside County, California

ALSO, EXCEPTING AND RESERVING THEREFROM, all minerals, oil, gas, petroleum, other hydrocarbon substances and all underground water in or under or which may be produced from said Lot which underlies a plane parallel to and 550 feet below the present surface of said Lot for the purpose of the exploration, development, production, extraction and taking of said minerals, oil, gas, petroleum, other hydrocarbon substances and water from said Lot by means of mines, wells, derricks or other equipment from surface locations on adjoining or neighboring land or lying outside of the above described Lot, it being understood that the owner of such minerals, oil, gas, petroleum, other hydrocarbon substances and water, as set forth above, shall have no right to enter upon the surface or any portion thereof above said plane parallel to and 550 feet below the present surface of the said Lot for any purpose whatsoever.

PARCEL NO. 2:

Non-exclusive easements for access, ingress, egress, maintenance, repair, drainage, encroachment, support, and for other purposes, all as described in the Declaration, above referred.

GRANTEE HEREBY ACCEPTS AND APPROVED THE FOREGOING, granting unto Grantor and the River Bend Estates Architectural and Landscape Committee and Owners, as applicable, such rights and powers which are set forth in the Declaration defined above, this 11 day of JAN, 1989

GRANTEE

GRANTEE

GRANTEE

STATE OF CALIFORNIA
COUNTY OF

Orange

SS

On January 11, 1989 before me, the undersigned, a Notary Public in and for said County and State personally appeared

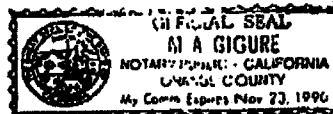
Ray Gregg and Pat Gregg

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person S whose names ARE subscribed to the within instrument and acknowledged that they executed the same

Signature

INVESTORS TITLE COMPANY

FOR NOTARY SEAL OR STAMP



ORANGE COAST TITLE CO.

Order No.
Escrow No. 17649-I
Loan No.

047732

WHEN RECORDED MAIL TO:

Mrs. Carol Tounget
25097 Jutland Drive
Menet, CA 92544

RECEIVED FOR RECORD
AT 2:30 O'CLOCK PM
AT REQUEST OF
ORANGE COAST TITLE CO.

FEB 11 1992

[Handwritten signature]

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

same as above

DOCUMENTARY TRANSFER TAX \$ -0-
..... Computed on the consideration or value of property conveyed; OR
..... Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

Signature of Notary or Agent Determining tax -- Firm Name

QUITCLAIM DEED

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

HOWARD TOUNGET, HUSBAND OF THE WITHIN GRANTEE

do hereby REMISE, RELEASE AND FOREVER QUITCLAIM to

CAROL TOUNGET, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY

the real property in the City of
County of Riverside

, State of California, described as

Legal description is attached hereto as Exhibit "A" and made apart
hereof, comprising of one page.

Dated Feb. 6, 1992

STATE OF CALIFORNIA
COUNTY OF Riverside
On 2-10-92

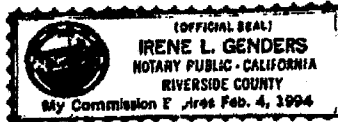
before me, the undersigned, a Notary Public in and for said State, personally appeared Howard Tounget****

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.

WITNESS my hand and official seal.

Signature *[Handwritten signature]*

[Handwritten signature]
HOWARD TOUNGET



(This area for official notarial seal)

47732

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

Lot 7 of Tract No. 20885-1, as shown by Map on file in Book 177, pages 11 through 13, inclusive, of Maps, Records of Riverside County, California.

Except therefrom, all minerals, oil, gas petroleum, other hydrocarbon substances and all underground water in or under or which may be produced from said lot which underlies a plane parallel to and 550 feet below the present surface of said lot for the purpose of the exploration, development, production, extraction and taking of said minerals, oil, gas, petroleum, other hydrocarbon substances and water from said lot by means of mines, wells, derricks or other equipment from surface locations on adjoining or neighboring land or lying outside of the above described lot, it being understood that the owner of such minerals, oil, gas, petroleum, other hydrocarbon substances and water, as set forth above, shall have no right to enter upon the surface or any portion thereof above said plane parallel to and 550 feet below the present surface of the said lot for any purpose whatsoever.

PARCEL 2:

Non-exclusive easements for access, ingress, egress, maintenance, repair, drainage, encroachment, support, and for other purposes, all as described in the Declaration, above referred.

47733

RECORDING REQUESTED BY
ORANGE COAST TITLE CO.

Name Mrs. Carol Tounget
Address 25097 Jutland Drive
City & State Remet CA 92544

MAIL TAX STATEMENTS TO

Name same as above

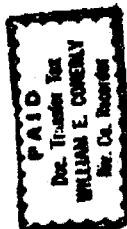
Street Address

City & State

TITLE NUMBER

TRACED 17649-I

047733



RECEIVED FOR RECORD
AT 2:00 P.M.
IN DEPT. OF
ORANGE COAST TITLE CO.

FEB 11 1992

RECEIVED FOR RECORD
AT 2:00 P.M.
IN DEPT. OF
ORANGE COAST TITLE CO.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$ 33.00

- ☐ computed on full value of property conveyed, or
☒ computed on full value less value of liens or encumbrances remaining at time of sale.
☐ unincorporated area
☐ city of

AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
RAY GREGG AND PAT GREGG, HUSBAND AND WIFE

hereby GRANT(s) to
CAROL TOUNGET, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY

the following described real property in the
County of Riverside State of California:
Legal description is attached hereto as Exhibit 'A' and made apart
hereof, comprising of one page.

Dated Feb. 7, 1992

STATE OF CALIFORNIA } SS
COUNTY OF Riverside
On this 10th day of Feb in the year 19 92
before me, the undersigned, a Notary Public in and for said State,
personally appeared Ray Gregg and Pat Gregg

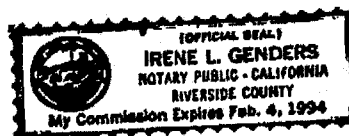
personally known to me
(or proved to me on the basis of satisfactory evidence) to be the
persons whose names are subscribed to the within
instrument and acknowledged to me that they executed it

WITNESS my hand and official seal

Signature Irene L. Genders

NOTARY PUBLIC IN AND FOR SAID STATE

Ray Gregg
RAY GREGG
Pat Gregg
PAT GREGG



(This area for official notarial seal)

47733

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

Lot 7 of Tract No. 20885-1, as shown by Map on file in Book 177, pages 11 through 13, inclusive, of Maps, Records of Riverside County, California.

Except therefrom, all minerals, oil, gas petroleum, other hydrocarbon substances and all underground water in or under or which may be produced from said lot which underlies a plane parallel to and 550 feet below the present surface of said lot for the purpose of the exploration, development, production, extraction and taking of said minerals, oil, gas, petroleum, other hydrocarbon substances and water from said lot by means of mines, wells, derricks or other equipment from surface locations on adjoining or neighboring land or lying outside of the above described lot, it being understood that the owner of such minerals, oil, gas, petroleum, other hydrocarbon substances and water, as set forth above, shall have no right to enter upon the surface or any portion thereof above said plane parallel to and 550 feet below the present surface of the said lot for any purpose whatsoever.

PARCEL 2:

Non-exclusive easements for access, ingress, egress, maintenance, repair, drainage, encroachment, support, and for other purposes, all as described in the Declaration, above referred.

NO COR FILED

RECORDING REQUESTED BY
CONTINENTAL LAWYERS TITLE COMPANY
AND WHEN REQUESTED MAIL THIS DEED AND UNLESS OTHERWISE ORDERED
BELOW MAIL TAX STATEMENT TO:

Name Carol Tounget
Street Address 25097 Jutland Drive
City & State Hemet, Ca. 92544

432369

MAIL TAX STATEMENTS TO

Name
Street Address
City & State
AS SHOWN ABOVE

TITLE ORDER NO. SECTION NO.

SPACE ABOVE THIS LINE FOR RECORDERS USE

RECEIVED FOR RECORD
AT 2:00 O'CLOCK P.M.

OCT 29 1993

Recorded in Office of Recorder
of Riverside County, California
John J. [Signature] Recorder
Page 2

332060-20

APN 382-003-4

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$ 00

- ☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale.
☐ unincorporated area ☐ city of _____ AND

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

HOWARD TOUNGET, Husband of the grantee herein

heraby remise, release and forever QUITCLAIM to

CAROL A. TOUNGET, a married woman as her sole and separate property

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

REFER TO EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dated _____

STATE OF CALIFORNIA
COUNTY OF Riverside

On September 28, 1993 before me, the
undersigned, a Notary Public in and for said State, personally
appeared Howard Tounget

_____ known to me to
be the person whose name is subscribed
to the within instrument and acknowledged that he
executed the same.
WITNESS my hand and official seal.

Signature

NOTARY PUBLIC IN AND FOR SAID STATE

Howard Tounget



(This space for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE.

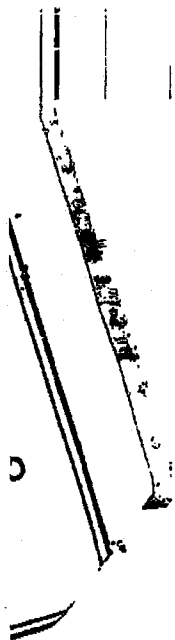


EXHIBIT "A"

PARCEL 1:

Lot 7 of Tract No. 20885-1, as shown by Map on file in Book 177, Pages 11 through 13, inclusive of Maps, Records of Riverside County, California.

EXCEPT therefrom all minerals, oil, gas petroleum, other hydrocarbon substances and all underground water in or under or which may be produced from said lot which underlies a plane parallel to and 550 feet below the present surface of said lot for the purpose of the exploration, development, production, extraction and taking of said minerals, oil, gas, petroleum, other hydrocarbon substances and water from said lot by means of mines, wells, derricks or other equipment from surface locations on adjoining or neighboring land or lying outside of the above described lot, it being understood that the owner of such minerals, oil, gas, petroleum, other hydrocarbon substances and water, as set forth above, shall have no right to enter upon the surface or any portion thereof above said plane parallel to and 550 feet below the present surface of the said lot for any purpose whatsoever.

PARCEL 2:

Non-exclusive easements for access, ingress, egress, maintenance, repair, drainage, encroachment, support, and for other purposes, all as described in the Declaration, above referred.

RECORDING REQUESTED BY

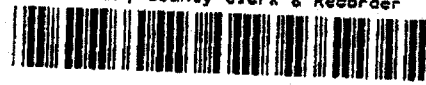
DOC # 2007-0326895
05/17/2007 08:00A Fee:13.00

Page 1 of 3
Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder

AND WHEN RECORDED MAIL TO*

KMF SERVICES INC.
2787 BRISTOL ST. #221
COSTA MESA, CA 92626



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			3						5
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
									508

LOAN: CR6-1678

A.P. NO. 549-382-003-4

OTHER: 776067-05

FILE: CR6-1678

HP

TRUSTEE'S DEED UPON SALE

DOCUMENTARY TRANSFER TAX IS COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE \$0.00
AMOUNT OF CONSIDERATION \$54,951.84
AMOUNT OF UNPAID DEBT \$54,951.84
GRANTEE IS IDENTIFIED AS THE BENEFICIARY.

Declarant's Signature or Agent Determining Tax

Declarant's Name

COUNTY RECORDS RESEARCH, TRUSTEE DIVISION, Trustee, (whereas so designated in the Deed of Trust herein under more particularly described or as duly appointed Trustee), does hereby GRANT and CONVEY to KMF SERVICES INC. (herein called Grantee), but without covenant or warranty, express or implied, all right, title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the City of HEMET County of RIVERSIDE, State of California, described as follows:

SEE EXHIBIT "A"

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by CAROL A. TOUNGET, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY and recorded on 09/13/2006, in Book Page Instrument Number 2006-0676049 of Official records, in the office of the Recorder of RIVERSIDE County, California, under the authority and powers vested in the Trustee designated in the Deed of Trust or as the duly appointed Trustee, default having occurred under the Deed of Trust and pursuant to the Notice of Default and Election to Sell under the Deed of Trust recorded 12/19/2006, in Book Page Instrument Number 06-0926125 of Official records, Trustee having complied with all applicable statutory requirements of the State of California and performed all duties required by the Deed of Trust including sending of a Notice of Default and Election to SELL within 10 days after its recording and a Notice of Sale at least 20 days prior to the Sale Date by certified mail, postage pre-paid to each person entitled to notice in compliance with California Civil Code 2924b.

Notice of Trustee's Sale was published once a week for three consecutive weeks commencing 03/23/2007 in HEMET NEWS, a newspaper, and at least 20 days before the date fixed therein for sale a copy of the Notice of Trustee's Sale was posted in a conspicuous place on the property described above and in one public place in the city where the sale was to be held. At the time and place fixed in said notice, Trustee did, by public announcement, and in said provided, postpone the sale from time to time thereafter and did sell the property described above on 04/13/2007 at public auction to the Grantee herein, Grantee being the highest qualified bidder therefor, for \$54,951.84

* Mail tax bill to the above

Trustee's Deed: TWC-018 (7/94)

TRUSTEE'S DEED UPON SALE

LOAN: CR6-1678

OTHER: 776067-05

FILE: CR6-1678 HP

A.P. NUMBER 549-382-003-4

cash, lawful money of the United States, or by the satisfaction of the indebtedness then secured by said Deed of Trust.

In WITNESS WHEREOF, COUNTY RECORDS RESEARCH, TRUSTEE DIVISION, as the Trustee, has this day, 05/14/2007 caused its name to be hereunto affixed by its officer thereunto duly authorized by its Corporation By-Laws.

COUNTY RECORDS RESEARCH, TRUSTEE DIVISION, as said Trustee

By

JOHN C. HOLMBERG
COUNTY RECORDS RESEARCH,
TRUSTEE DIV.

By

STATE OF CALIFORNIA
COUNTY OF ORANGE

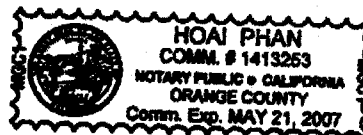
On 5/15/07 before me, HOAI PHAN, a Notary Public for said State, personally appeared JOHN C. HOLMBERG, personally known to me (or ~~proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they 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

HOAI PHAN

(Seal)



2007-8326895
05/17/2007 08:00A
2 of 3

Trustee's Deed: TWC-008 (7/94)

Exhibit 'A'

Lot 7 of Tract No. 20885-1, as shown by map on File in Book 177, pages 11 through 13, and Amended Tract No. 20885-1 in Book 211 page 17-19, inclusive, of Maps, Records of Riverside County, California.

Excepting Therefrom,

Also, Excepting Therefrom, all minerals, oil, gas, petroleum, other hydrocarbon substances and all underground water in or under or which may be produced from said lot which underlies a plane parallel to and 550 feet below the present surface of said lot for the purpose of the exploration, development production, extraction and taking of said minerals, oil, gas, petroleum, other hydrocarbon substances and water from said lot by means of mines, wells, derricks or other equipment from surface locations on adjoining or neighboring land or lying outside of the above described lot, it being understood that the owner of such minerals, oil, gas, petroleum, other hydrocarbon substances and water, as set forth above, shall have no right to enter upon the surface or any portion thereof above said plane parallel to and 550 feet below the present surface of the said lot for any purpose whatsoever.

Parcel No. 2:

Non-exclusive easements for access, ingress, egress, maintenance, repair, drainage, encroachment, support, and for other purposes, all as described in the declaration, above referred.

Parcel no.: 549-382-003-4

Property address:

25097 Jutland Drive
Hemet, CA 92544



2007-0326895
05/17/2007 08:00A
3 of 3

DOC # 2007-0390998

06/14/2007 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

AND WHEN RECORDED MAIL TO:

Carol A. Tounget
25097 Jutland Dr
Hemet, CA 92544

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			2						4
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
OG									518

A.P.N.: 549-382-003-4 TRA #:

Order No.:

Escrow No.:

GRANT DEED

C
512

THE UNDERSIGNED GRANTOR(s) DECLARE(s) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY \$ 0
☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale,
☐ unincorporated area; ☒ City of Hemet, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
KMF SERVICES INC.

hereby GRANT(s) to Carol A. Tounget, a Married Woman as her Sole and Separate Property

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

See Exhibit "A" attached hereto and made a part hereof.

KMF SERVICES INC.

By: Kathleen Thomas, President

Document Date: June 12, 2007

STATE OF CALIFORNIA

COUNTY OF RiversideOn 6.14.07

JSS

before me,

Miranda Pino Notary Publicpersonally appeared Kathleen Thomas

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

M. L. Pino

This area for official notarial seal.



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

9/12/2006 9:22 AM PAGE 10/021 Fax Server

Order Number: O-MV-2526890 (25)
Page Number: 9

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

PARCEL NO. 1:

LOT 7 OF TRACT NO. 20885-1, AS SHOWN BY MAP ON FILE IN BOOK 177, PAGES 11 THROUGH 13, AND AMENDED TRACT NO. 20885-1 IN BOOK 211 PAGE 17-19, INCLUSIVE; OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM,

ALSO, EXCEPTING THEREFROM, ALL MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND ALL UNDERGROUND WATER IN OR UNDER OR WHICH MAY BE PRODUCED FROM SAID LOT WHICH UNDERLIES A PLANE PARALLEL TO AND 550 FEET BELOW THE PRESENT SURFACE OF SAID LOT FOR THE PURPOSE OF THE EXPLORATION, DEVELOPMENT, PRODUCTION, EXTRACTION AND TAKING OF SAID MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND WATER FROM SAID LOT BY MEANS OF MINES, WELLS, DERRICKS OR OTHER EQUIPMENT FROM SURFACE LOCATIONS ON ADJOINING OR NEIGHBORING LAND OR LYING OUTSIDE OF THE ABOVE DESCRIBED LOT, IT BEING UNDERSTOOD THAT THE OWNER OF SUCH MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND WATER, AS SET FORTH ABOVE, SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OR ANY PORTION THEREOF ABOVE SAID PLANE PARALLEL TO AND 550 FEET BELOW THE PRESENT SURFACE OF THE SAID LOT FOR ANY PURPOSE WHATSOEVER.

PARCEL NO. 2:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, MAINTENANCE, REPAIR, DRAINAGE, ENCROACHMENT, SUPPORT, AND FOR OTHER PURPOSES, ALL AS DESCRIBED IN THE DECLARATION, ABOVE REFERRED.

APN: 549-382-003-4



2007-0300000
06/14/2007 08:00A
2 of 2

339060-20

CONSTITUTIONAL LAWYERS TITLE COMPANY
Order No. 03-332060-20

Escrow No. 9325209
WHEN RECORDED MAIL TO
SOUTHERN CALIFORNIA MORTGAGE EXCHANGE
6165 GREENWICH DR. #320
SAN DIEGO, CA 92122

432370

RECEIVED FOR RECORD
AT 2:00 O'CLOCK P.M.

OCT 29 1993

Recorded & Indexed Search
of Records - County of San Diego
Fees \$

17
8

(Enter Above This Line For Recording Data)

State of California

DEED OF TRUST

FHA Case No.

046-8492936-703

LOAN NO.1

THIS DEED OF TRUST ("Security Instrument") is made on OCTOBER 22, 1993.
The trustor is CAROL A. TOUNGET, A MARRIED WOMAN AS HER SOLE AND SEPARATE
PROPERTY

whose address is 25097 JUTLAND DRIVE
HEMET, CA 92544

("Borrower(s)").

The trustee is STEWART TITLE COMPANY OF SAN DIEGO
A CALIFORNIA CORPORATION

("Trustee").

The beneficiary is MOUNTAIN VIEW FINANCIAL INC.,

A CALIFORNIA CORPORATION

which is organized and existing under the laws of CALIFORNIA

address is 910 E. FLORIDA AVENUE STE A-2, HEMET, CA 92543

, and whose

under the principal sum of

NINETY-EIGHT THOUSAND
Dollars (U.S. \$ 98,984
this Security Instrument ("Note"), on
NOVEMBER 1, 2023
the debt evidenced by the Note, with
interest, advanced under Paragraph
covenants and agreements under this
to Trustee, in trust, with power of:
RIVERSIDE

on the date of the same date as
prior, due and payable on
demand: (a) the repayment of
all of all other sums, with
performance of Borrower's
covenants and conveys

County, California:

SEE LEGAL DESCRIPTION

Clean
TID's

which has the address of

25097 JUTLAND DRIVE

HEMET

(Street)

(City)

CA

92544

(State)

(Zip Code)

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Documents provided by FirstTime in California for compliance, tracking and delivery systems. Copyright 2003. All rights reserved.

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

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt secured by the Note and late charges due under the Note.

2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by Paragraph 4.

Each monthly installment for items (a), (b) and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b) and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b) and (c) together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b) or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) An installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge in lieu of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b) and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b) and (c).

3. Application of Payments. All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:
First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.

4. 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, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. 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 directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. 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.

5. 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 within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect 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. 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.

6. 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.

If Borrower fails to make these payments or the payments 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.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of

proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 8 or change the amount of such payments. 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) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within 90 days from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, 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 90 days from the date hereof, declining to insure this Security Instrument and the Note secured thereby, 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. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. 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 lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. 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.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9.b. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. 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 Borrower designates by notice to Lender. 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.

14. 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.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. 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 the 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 16.

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 the Security Instrument is paid in full.

UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:
17. 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 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

18. 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.

19. 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.

20. 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.

21. 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.

Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements 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 ☐ Growing Equity Rider ☐ Planned Unit Development Rider
☐ Graduated Payment 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.

Witnesses:

(Space Below This Line For Acknowledgement)

) S.S.

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE, before me, Ginger Lee West
 On October 25, 1993

a Notary Public in and for said County and State, personally appeared Carol A. Tounget

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: Ginger Lee West



(This area for official notarial seal)

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Dated: _____

The land referred to in this report is described as follows:

PARCEL 1:

Lot 7 of Tract No. 20885-1, as shown by Map on file in Book 177, Pages 11 through 13, inclusive of Maps, Records of Riverside County, California.

EXCEPT therefrom all minerals, oil, gas petroleum, other hydrocarbon substances and all underground water in or under or which may be produced from said lot which underlies a plane parallel to and 550 feet below the present surface of said lot for the purpose of the exploration, development, production, extraction and taking of said minerals, oil, gas, petroleum, other hydrocarbon substances and water from said lot by means of mines, wells, derricks or other equipment from surface locations on adjoining or neighboring land or lying outside of the above described lot, it being understood that the owner of such minerals, oil, gas, petroleum, other hydrocarbon substances and water, as set forth above, shall have no right to enter upon the surface or any portion thereof above said plane parallel to and 550 feet below the present surface of the said lot for any purpose whatsoever.

PARCEL 2:

Non-exclusive easements for access, ingress, egress, maintenance, repair, drainage, encroachment, support, and for other purposes, all as described in the Declaration, above referred.

OPTIONAL FORM NO. 72
RECORDING REQUESTED BY
SOUTHERN CALIFORNIA MORTGAGE EXCHANGE

AND WHEN RECORDED MAIL TO
Name SOUTHERN CALIFORNIA MORTGAGE EXCHANGE
Street 6166 GREENWICH DRIVE
Address SUITE 320
City SAN DIEGO,
State CALIFORNIA
Zip 92122

432371

RECEIVED FOR RECORD
AT 2:00 O'CLOCK P.M.

OCT 29 1993

Recorded in Clerk's Office
of Recorder's Office, County of
San Diego, California
Date of Recording
Fees \$

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTE: - After having been recorded, this Assignment should be kept
with the Note and Deed of Trust hereby assigned.

LOAN NO. 13542LRF

TITLE ORDER NO. 03-332060-20

ESCROW NO. 9325209

ASSIGNMENT OF DEED OF TRUST

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

SOUTHERN CALIFORNIA MORTGAGE EXCHANGE, A CALIFORNIA CORPORATION

all beneficial interest under that certain Deed of Trust dated OCTOBER 22

, 19 93, executed by

CAROL A. TOUNGET, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

, Trustor ;

to STEWART TITLE COMPANY OF SAN DIEGO,
A CALIFORNIA CORPORATION

, Trustee ;

and recorded concurrently herewith,

in the Office of the County Recorder of RIVERSIDE

, 19 , in Book

Page of
County,

California, describing land therein as:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

DATED this 22ND

day of OCTOBER

, 19 93 ,

MOUNTAIN VIEW FINANCIAL, INC.

A CALIFORNIA CORPORATION

Richard L. Alkire, President

(Space Below This Line For Acknowledgement)

STATE OF CALIFORNIA, COUNTY OF

) S.S.

On OCTOBER 22 , 1993

before me,

Ginger Lee West

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

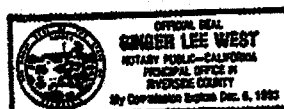
Richard L. Alkire, President

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 Ginger Lee West

Name Ginger Lee West
(typed or printed)



(This area for official notarial seal)

Order No.: 03-332060 -20

SCHEDULE A

The estate or interest in the land hereinafter described or referred to covered by this report is:

A FEE as to Parcel 1;
AN EASEMENT more fully described below as to Parcel 2

Title to said estate or interest at the date hereof is vested in:

CAROL TOUNGET, a married woman, as her sole and separate property, subject to Item No. 13 of Schedule B

The land referred to in this report is described as follows:

PARCEL 1:

Lot 7 of Tract No. 20885-1, as shown by Map on file in Book 177, Pages 11 through 13, inclusive of Maps, Records of Riverside County, California.

EXCEPT therefrom all minerals, oil, gas petroleum, other hydrocarbon substances and all underground water in or under or which may be produced from said lot which underlies a plane parallel to and 550 feet below the present surface of said lot for the purpose of the exploration, development, production, extraction and taking of said minerals, oil, gas, petroleum, other hydrocarbon substances and water from said lot by means of mines, wells, derricks or other equipment from surface locations on adjoining or neighboring land or lying outside of the above described lot, it being understood that the owner of such minerals, oil, gas, petroleum, other hydrocarbon substances and water, as set forth above, shall have no right to enter upon the surface or any portion thereof above said plane parallel to and 550 feet below the present surface of the said lot for any purpose whatsoever.

PARCEL 2:

Non-exclusive easements for access, ingress, egress, maintenance, repair, drainage, encroachment, support, and for other purposes, all as described in the Declaration, above referred.

RECORDING REQUESTED BY
SOUTHERN CALIFORNIA MORTGAGE EXCHANGE

505785

AND WHEN RECORDED MAIL TO
Name SOUTHERN CALIFORNIA MORTGAGE EXCHANGE
Street 6186 GREENWICH DRIVE
Address SUITE 320
City SAN DIEGO
State CALIFORNIA
Zip 92122

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

DEC 21 1993

[Handwritten signature]

NOTE: After having been recorded, this Assignment should be kept with the Note and Deed of Trust hereby assigned.

LOAN NO. 13542LRF

TITLE ORDER NO. 03-332060-20

ESCROW NO. 9325209

ASSIGNMENT OF DEED OF TRUST

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

COUNTRYWIDE FUNDING CORPORATION
all beneficial interest under that certain Deed of Trust dated OCTOBER 22, 19 93, executed by
CAROL A. TOUNGET, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY
Truster ;

to STEWART TITLE COMPANY OF SAN DIEGO,
A CALIFORNIA CORPORATION
Trustee ;

and recorded October 29, 1993 in Book Page of 432370
in the Office of the County Recorder of RIVERSIDE County,
California, describing land therein as:
SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

DATED this 22ND

day of OCTOBER, 19 93

SOUTHERN CALIFORNIA MORTGAGE EXCHANGE,
A CALIFORNIA CORPORATION

[Handwritten signature: Sally A. Owens]
SALLY A. OWENS, VICE PRESIDENT

(Space Below This Line For Acknowledgment)

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

) S.S.

On OCTOBER 22, 1993

before me, JAMIE JONES

a Notary Public in and for said County and State, personally appeared
SALLY A. OWENS

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

Name

JAMIE JONES

(typed or printed)



(This space for official notarial seal)

LANDSAFE TITLE

RECORDING REQUESTED BY:

CTC Real Estate Services

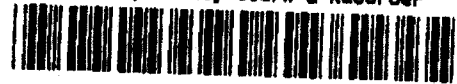
AND WHEN RECORDED MAIL DOCUMENT
AND TAX STATEMENTS TO:

CTC Real Estate Services

5898 CONDOR DRIVE, MP-88
MOORPARK, CA 93021**DOC # 2003-583998**

08/01/2003 08:00A Fee:7.00

Page 1 of 1

Recorded in Official Records
County of RiversideGary L. Orso
Assessor, County Clerk & Recorder

ATTN: Lorraine Carter

Doc ID #00086438542005N

TS No. 03-05955

INVESTOR/INSURER No. 0468492936703

TSG No. 077833872

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SUBSTITUTION OF TRUSTEE

WHEREAS, CAROL A. TOUNGET, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY was the original Trustor, STEWART TITLE OF SAN DIEGO A CALIFORNIA CORPORATION was the original Trustee, and MOUNTAIN VIEW FINANCIAL INC., A CALIFORNIA CORPORATION was the original Beneficiary under that certain Deed of Trust dated 10/22/1993 recorded on 10/29/1993 as Instrument No. 432370 in Book Page of Official Records of Riverside County, California;

WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in place and instead of said original Trustee, or Successor Trustee, thereunder, in the manner in said Deed of Trust provided,

NOW THEREFORE, the undersigned hereby substitutes CTC Real Estate Services, A CALIFORNIA CORPORATION, WHOSE ADDRESS IS: 5898 CONDOR DRIVE, MP-88 MOORPARK, CA 93021, as Trustee under said Deed of Trust.

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

DATED: April 25, 2003

COUNTRYWIDE HOME LOANS, INC., FKA COUNTRYWIDE
FUNDING CORPORATION

State of: California

County of: Ventura

BY: _____

BISHAN KATUGAHA, Assistant Vice President

On April 25, 2003, before me LANZIO ARNAU, notary public, personally appeared BISHAN KATUGAHA, 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 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.

LANZIO ARNAU



12
LANDSAFE TITLE**RECORDING REQUESTED BY:**

ReconTrust Company, N.A.

AND WHEN RECORDED MAIL DOCUMENT**AND TAX STATEMENTS TO:**

ReconTrust Company, N.A.

1757 TAPO CANYON ROAD, SVW-88

SIMI VALLEY, CA 93063

ATTN: Diana Stephanie Canas

Doc ID #00086438542005N

TS No. 06-08305

INVESTOR/INSURER No. 0468492936703

DOC # 2006-0593073

08/11/2006 08:00A Fee:15.00

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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M	A	L	485	426	PCOR	NCOR	SMF	NCHG	EXAM
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SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBSTITUTION OF TRUSTEE AND ASSIGNMENT OF DEED OF TRUST 16

The undersigned COUNTRYWIDE FUNDING CORPORATION, (hereinafter referred to as Beneficiary) is the Beneficiary of that certain Deed of Trust dated 10/22/1993, executed by CAROL A. TOUNGET, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, Trustor, to STEWART TITLE OF SAN DIEGO A CALIFORNIA CORPORATION, as Trustee, and recorded as Instrument No. 432370 on 10/29/1993, of Official Records in the County Recorder's Office of RIVERSIDE County, California. NOW THEREFORE, Beneficiary hereby substitutes ReconTrust Company, N.A., WHOSE ADDRESS IS: 1757 TAPO CANYON ROAD, SVW-88, SIMI VALLEY, CA 93063, as Trustee under said Deed of Trust herein referred to, in the place and stead of and with all rights, title, powers, and interest of the former trustee described above.

FOR VALUE RECEIVED, the undersigned hereby grants, assigns, conveys and transfers to BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF COUNTRYWIDE MORTGAGE BACKED SECURITIES SERIES 2003-R4 all beneficial interest under that certain Deed of Trust described above. Said described land: "As more fully described in the above referenced Deed of Trust." Together with the note or notes therein described or referred to, the money due and to become due thereon with the interest, and all rights accrued or to accrue under said Deed of Trust.

DATED: May 04, 2006

COUNTRYWIDE FUNDING CORPORATION

State of: California)

County of: Ventura)

BY:

MICHELE EVERTS, Assistant Secretary

On 05/04/2006, before me, Diana Stephanie Canas, notary public, personally appeared

MICHELE EVERTS

, 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 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.

Diana Stephanie Canas
Diana Stephanie Canas



RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
RESIDENTIAL DIVISION

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:
KMF Service Inc.
2787 Bristol St #22.7
Costa Mesa CA 92688

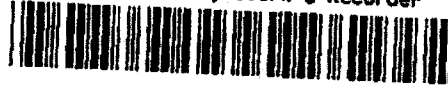
DOC # 2006-0680848

09/14/2006 08:00A Fee: 15.00

Page 1 of 3

Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder



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#2526890

A.P.N.: 549-382-003-4 TRA #:

ESCROW# 27004

Order

REQUEST FOR NOTICE

T
029

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any notice of default and a copy of any notice of sale under the deed of trust (or mortgage) recorded 10-29-93 in Book 1993-432370 of official records of Riverside County, California, executed by Carol A. Tounget as trustee (or mortgagor) in which Countrywide Recon Trust Co is named as beneficiary (or mortgagee) and Carol A. Tounget as trustee to be mailed to 2787 Bristol St #22.7, Costa Mesa CA 92628.

Legal Description Attached

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

Carol A. Tounget
Carol A. Tounget
Trustor
Document Date: September 8, 2006

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

On 9-11-06 before me, JOSE JUAN MENDOZA, Notary Public
personally appeared CAROL A. TOUNGET

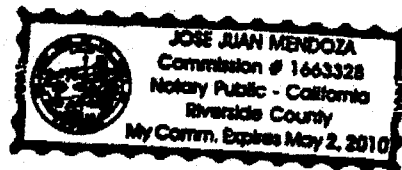
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the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

Jose Juan Mendoza

This area for official notarial seal.



GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH
THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: JOSE JUAN MENDOZA

DATE COMMISSION EXP. MAY 2, 2010

WHERE BOND IS FILED: RIVERSIDE COUNTY

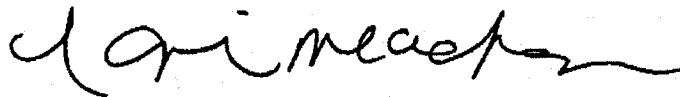
COMMISSION NUMBER: 1663328

VENDOR NO: NNA1

PLACE OF EXECUTION: ORANGE COUNTY

DATE: September 12, 2006

SIGNATURE:



FIRST AMERICAN TITLE INSURANCE COMPANY
TONI MEACHAM

Order Number: O-MV-2526890 (25)

Page Number: 9

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

PARCEL NO. 1:

LOT 7 OF TRACT NO. 20885-1, AS SHOWN BY MAP ON FILE IN BOOK 177, PAGES 11 THROUGH 13, AND AMENDED TRACT NO. 20885-1 IN BOOK 211 PAGE 17-19, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM,

ALSO, EXCEPTING THEREFROM, ALL MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND ALL UNDERGROUND WATER IN OR UNDER OR WHICH MAY BE PRODUCED FROM SAID LOT WHICH UNDERLIES A PLANE PARALLEL TO AND 550 FEET BELOW THE PRESENT SURFACE OF SAID LOT FOR THE PURPOSE OF THE EXPLORATION, DEVELOPMENT, PRODUCTION, EXTRACTION AND TAKING OF SAID MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND WATER FROM SAID LOT BY MEANS OF MINES, WELLS, DERRICKS OR OTHER EQUIPMENT FROM SURFACE LOCATIONS ON ADJOINING OR NEIGHBORING LAND OR LYING OUTSIDE OF THE ABOVE DESCRIBED LOT, IT BEING UNDERSTOOD THAT THE OWNER OF SUCH MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND WATER, AS SET FORTH ABOVE, SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OR ANY PORTION THEREOF ABOVE SAID PLANE PARALLEL TO AND 550 FEET BELOW THE PRESENT SURFACE OF THE SAID LOT FOR ANY PURPOSE WHATSOEVER.

PARCEL NO. 2:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, MAINTENANCE, REPAIR, DRAINAGE, ENCROACHMENT, SUPPORT, AND FOR OTHER PURPOSES, ALL AS DESCRIBED IN THE DECLARATION, ABOVE REFERRED.

APN: 549-382-003-4

DOC # 2006-0835852
 11/13/2006 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

AND WHEN RECORDED MAIL TO:
 KMF Services Inc.
 2787 Bristol St #227
 Costa Mesa CA 92628

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M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM

2526890

A.P.N.: 549-382-003-4 TRA #:

Order

ENC 10 W NO. 27004

REQUEST FOR NOTICE OF DELINQUENCY

Under Section 2924e Civil Code

In accordance with Section 2924e, Civil Code, request is hereby made that a written notice of any or all delinquencies of four months or more in payments of principal or interest secured by Deed of Trust recorded as Instrument No. 1993-432370 on 10-29-93, in Book/Reel, Page/Image No., Official Records, of Riverside County, California, and describing land therein as

T
002

See Exhibit "A" attached hereto and made a part hereof.

Executed by Carol A. Tounget, as Trustor, in which Countrywide is named as Beneficiary, Loan No. _____ (if available), and Recon Trust Company, as Trustee, be mailed to KMF Services Inc. at 2787 Bristol St #227 Costa Mesa CA 92628 Dated Sept 8, 2006.

The maturity date of the junior lien is 9-1- 2007.Executed this 11 day of Sept 2006

TRUSTOR

BENEFICIARY

Carol A. Tounget
 Carol A. Tounget

Document Date: September 8, 2006STATE OF CALIFORNIA
COUNTY OF RIVERSIDEOn 9-11-06

before me,

JOSE JUAN MENDOZA Notary Publicpersonally appeared CAROL A. TOUNGET

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 Jose Juan Mendoza

This area for official notarial seal.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Riverside

SS.

On

9-11-06

before me,

Jose Juan Mendoza

Notary Public

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

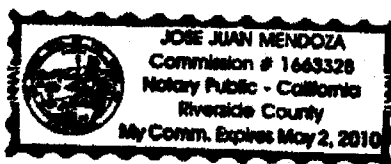
personally appeared

Carol A. Toungiet

Name(s) of Signer(s)

☐ personally known to me

☒ 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.

Jose Juan Mendoza
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

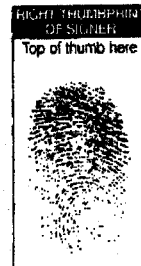
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



9/12/2006 9:22 AM PAGE 10/021 Fax Server

Order Number: O-MV-2526890 (25)

Page Number: 9

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

PARCEL NO. 1:

LOT 7 OF TRACT NO. 20885-1, AS SHOWN BY MAP ON FILE IN BOOK 177, PAGES 11 THROUGH 13, AND AMENDED TRACT NO. 20885-1 IN BOOK 211 PAGE 17-19, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM,

ALSO, EXCEPTING THEREFROM, ALL MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND ALL UNDERGROUND WATER IN OR UNDER OR WHICH MAY BE PRODUCED FROM SAID LOT WHICH UNDERLIES A PLANE PARALLEL TO AND 550 FEET BELOW THE PRESENT SURFACE OF SAID LOT FOR THE PURPOSE OF THE EXPLORATION, DEVELOPMENT, PRODUCTION, EXTRACTION AND TAKING OF SAID MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND WATER FROM SAID LOT BY MEANS OF MINES, WELLS, DERRICKS OR OTHER EQUIPMENT FROM SURFACE LOCATIONS ON ADJOINING OR NEIGHBORING LAND OR LYING OUTSIDE OF THE ABOVE DESCRIBED LOT, IT BEING UNDERSTOOD THAT THE OWNER OF SUCH MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND WATER, AS SET FORTH ABOVE, SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OR ANY PORTION THEREOF ABOVE SAID PLANE PARALLEL TO AND 550 FEET BELOW THE PRESENT SURFACE OF THE SAID LOT FOR ANY PURPOSE WHATSOEVER.

PARCEL NO. 2:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, MAINTENANCE, REPAIR, DRAINAGE, ENCROACHMENT, SUPPORT, AND FOR OTHER PURPOSES, ALL AS DESCRIBED IN THE DECLARATION, ABOVE REFERRED.

APN: 549-382-003-4

RECORDING REQUESTED BY
ORANGE COAST TITLE CO.
 WHEN RECORDED MAIL TO

Mr/Mrs Ray Gregg
 41553 Fulton Avenue
 Hemet
 CA 92544

047734

17649-T

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RECEIVED FOR RECORD
 AT 10:00 AM
 FEB 11 1992
 ORANGE COAST TITLE CO.

FEB 11 1992

FEB 11 1992

FEB 11 1992

FEB 11 1992

DEED OF TRUST AND ASSIGNMENT OF RENTS

By this DEED OF TRUST, made this 10TH day of Feb., 1992, between
CAROL TOUNGET, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY

whose address is **25097 Jutland Drive, Hemet, CA 92544**

(Number and Street)

(City)

(State—Zip)

SMTD Corporation, a California corporation, herein called Trustee, and

RAY GREGG AND PAT GREGG, HUSBAND AND WIFE, AS JOINT TENANTS

herein called Beneficiary,

Trustor grants, transfers and assigns to trustee, in trust, with power of sale, that property in:

Riverside

County, California, described as:

Legal description is attached hereto as Exhibit 'A' and made apart hereof, comprising of one page.

Additional provisions are attached hereto as Exhibit "B" and made apart hereof, comprising of one page.

Also, all shares of the capital stock of any water company, standing in the name of or owned by one or more of Trustor, and representing water used on said property or evidencing any water right connected therewith. Trustor also assigns to Beneficiary absolutely, and not as security, all rents, issues and profits of said property reserving the right to collect and use the same except during continuance of default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

For the purpose of securing: 1. Payment of the indebtedness evidenced by one or more promissory notes in the total principal sum of \$ 24,466.86, of even date herewith, payable to Beneficiary, and any extensions or renewals thereof; 2. The payment of any money that may be advanced by the Beneficiary to Trustor, or his successors, with interest thereon, evidenced by additional notes indicating they are so secured; or by endorsement on the original note(s), executed by Trustor or his successor; 3. Performance of each agreement of Trustor incorporated by reference or contained herein.

On October 25, 1973, identical fictitious Deeds of Trust were recorded in the offices of the County Recordors of the Counties of the State of California, the first page thereof appearing in the book and at the page of the records of the respective County Recorder as follows:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	3540	88	Kings	1018	384	Placer	1838	440	Siskiyou	887	407
Alpine	18	753	Lake	743	852	Pima	327	443	Solano	1880	581
Atascadero	280	543	Lassen	371	387	Riverside	1375	138408	Sonoma	2810	078
Butte	1870	678	Los Angeles	T8812	751	Sacramento	731025	59	Stanislaus	2867	332
Calaveras	368	82	Madara	1178	234	San Benito	388	84	Butler	817	182
Colusa	408	247	Marin	2734	483	San Bernardino	8284	877	Tehama	630	822
Contra Costa	7077	178	Mariposa	143	717	San Francisco	8820	888	Trinity	181	393
Del Norte	174	328	Mendocino	848	242	San Joaquin	3813	5	Tulare	9137	587
El Dorado	1239	584	Merced	1840	381	San Luis Obispo	1750	481	Tuolumne	398	308
Fresno	8227	411	Modoc	328	688	San Mateo	6481	600	Ventura	4182	882
Glam	548	280	Monro	182	218	Santa Barbara	2488	1244	Yolo	1081	335
Humboldt	1213	31	Monterey	877	243	Santa Clara	0833	713	Yuba	884	183
Imperial	1388	801	Napa	822	88	Santa Cruz	2388	744			
Inyo	208	680	Nevada	888	303	Shasta	1188	283			
Kern	6808	2881	Orange	10881	388	Sierra	88	438	San Diego	File No.	
										73-288848	

The provisions contained in Section A, including paragraphs 1 through 8, and the provisions contained in Section B, including paragraphs 1 through 9 of said fictitious Deeds of Trust are incorporated herein as fully as though set forth at length and in full herein. Trustor hereby requests that a copy of any notice of default and a copy of any notice of sale under this Deed of Trust be mailed and addressed to Trustor at "General Delivery" at the City in which this Deed of Trust is recorded, which is hereby adopted as Trustor's address unless another address is set out above in which latter event Trustor adopts the address set out above as his address and requests that a copy of each such notice be mailed to Trustor at such address. Trustor shall pay a reasonable charge not to exceed fifty dollars, or such greater amount as may then be permitted under applicable law, to Beneficiary for each statement requested by Trustor from Beneficiary regarding the obligation secured by this Deed of Trust. Trustor authorizes Trustee to destroy the original note(s) and Trust Deed upon issuance of a full conveyance unless Trustee receives from Trustor within not more than three months after the date of recordation of the said conveyance a written request for the return of said instruments.

STATE OF CALIFORNIA
 COUNTY OF Riverside
 On 2-10-92, before me, the undersigned, a Notary Public in and for the above named County and State, personally appeared CAROL TOUNGET**

IN WITNESS WHEREOF, Trustor has executed this instrument

CAROL TOUNGET
 CAROL TOUNGET

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same

WITNESS my hand and official seal

Irene L. Genders
 Notary Public in and for the County and State

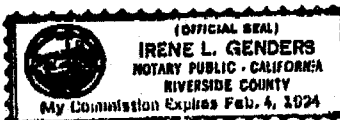


EXHIBIT "A"

47734

LEGAL DESCRIPTION

PARCEL 1:

Lot 7 of Tract No. 20085-1, as shown by Map on file in Book 177, pages 11 through 13, inclusive, of Maps, Records of Riverside County, California.

Except therefrom, all minerals, oil, gas petroleum, other hydrocarbon substances and all underground water in or under or which may be produced from said lot which underlies a plane parallel to and 550 feet below the present surface of said lot for the purpose of the exploration, development, production, extraction and taking of said minerals, oil, gas, petroleum, other hydrocarbon substances and water from said lot by means of mines, wells, derricks or other equipment from surface locations on adjoining or neighboring land or lying outside of the above described lot, it being understood that the owner of such minerals, oil, gas, petroleum, other hydrocarbon substances and water, as set forth above, shall have no right to enter upon the surface or any portion thereof above said plane parallel to and 550 feet below the present surface of the said lot for any purpose whatsoever.

PARCEL 2:

Non-exclusive easements for access, ingress, egress, maintenance, repair, drainage, encroachment, support, and for other purposes, all as described in the Declaration, above referred.

Exhibit "B"

47734

ADDITIONAL PROVISIONS

All monies payable under the Note secured by this Deed of Trust shall become immediately due and payable at the option of the holder should title to the property securing this Note or any portion thereof be conveyed, alienated, or transferred in any manner, whether by action of any of the parties or by operation of law.

This Deed of Trust is second and junior in lien to a Deed of Trust now of record in favor of Bowest-NYG (New York Guardian Mortgage Corp.

432372

Name
Street Address
City & State

332060.20

RECORDING REQUESTED BY

CONTINENTAL LAWYERS TITLE COMPANY

AND WHEN RECORDED MAIL TO

Ray Gregg and Pat Gregg
41553 Fulton Avenue
Hemet, Ca. 92544

RECEIVED FOR RECORD
AT 2:00 O'CLOCK P.M.

OCT 29 1993

Recorded by Carol Grooms
of Hemet, California
Recorder
Fees \$

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOME SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this 7th day of October 19 93 by Carol Toungat owner of the land hereinafter described and hereinafter referred to as "Owner" and Ray Gregg and Pat Gregg present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary".

WITNESSETH

THAT WHEREAS, Owner has executed a deed of trust dated February 10, 1992 to SMTD CORPORATION, a California Corporation as trustee, covering

Lot 7 of Tract No. 20885-1, as shown by Map on file in Book 177, Pages 11 through 13, inclusive of Maps, Records of Riverside County, California.

COMMONLY KNOWN AS: 25097 Jutland Drive, Hemet, Ca. 92544

to secure a note in the sum of \$ 24,466.86 dated February 10, 1992 in favor of Beneficiary, which deed of trust is to be recorded concurrently herewith, and

WHEREAS, Owner has executed, or is about to execute a deed of trust and note in the sum of \$ 98,986.00 dated October 22, 1993 in favor of Mountain View Financial, Inc., a California Corporation hereinafter referred to as "Lender," payable with interest and upon the terms and conditions described therein, which deed of trust is also to be recorded concurrently herewith and

WHEREAS it is a condition precedent to obtaining said loan from Lender that said deed of trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the deed of trust first above mentioned, and

WHEREAS, Lender is willing to make said loan provided the deed of trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the deed of trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender, and

WHEREAS it is to the mutual benefit of the parties hereto that Lender make such loan to Owner, and Beneficiary is willing that the deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the deed of trust first above mentioned

NOW, THEREFORE in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged and in order to induce Lender to make the loan above referred to it is hereby declared, understood and agreed as follows:

(1) That said deed of trust securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the deed of trust first above mentioned

(2) That Lender would not make its loan above described without this subordination agreement

(3) That this agreement shall supersede and cancel those provisions, if any, contained in any and all other agreements including but not limited to the deed of trust first above mentioned and loan or escrow agreements between the parties hereto with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of said deed of trust in favor of Lender, which provisions are inconsistent or contrary to the provisions herein

Beneficiary declares agrees and acknowledges that

(a) He consents to and approves (i) all provisions of the note and deed of trust in favor of lender above referred to and (ii) all agreements including but not limited to any loan or escrow agreements between Owner and lender for the disbursement of the proceeds of lender's loan

(b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to nor has lender represented that it will see to the application of such proceeds by the person or persons to whom lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part

(c) He intentionally and unconditionally waives, relinquishes, and subordinates the lien or charge of the deed of trust first above mentioned in favor of the lien or charge upon said land of the deed of trust in favor of lender above referred to and understands that in reliance upon and in consideration of this waiver, relinquishment and subordination specific loans and advances are being and will be made and as part and parcel thereof specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination, and

(d) An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of lender above referred to

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISIONS WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

Ray Gregg
Ray Gregg
Pat Gregg
Pat Gregg Beneficiary

Carol A. Tounget
Carol A. Tounget
Owner

ALL REMARKS MUST BE APPROVED BY

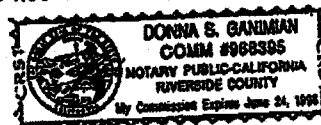
State of California
County of Riverside

In this 12th day of October, 1993, before me, Donna S. Ganimian, personally appeared Pat Gregg & Ray Gregg 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 that he/she/they executed the same.

WITNESS my hand and official seal.

Signature Donna S. Ganimian

(Seal)



STATE OF CALIFORNIA

County of Riverside

On October 25, 1993 before me, Ginger Lee West, a Notary Public in and for said State, personally appeared Carol A. Tounget 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 Ginger Lee West

(This area for official seal)

Gateway Title Company - Colton

WHEN RECORDED MAIL TO
DITECH FUNDING CORPORATION
4 PARK PLAZA, #1200
IRVINE, CA 92614

179785
RECEIVED FOR RECORD
AT 8:00 O'CLOCK

MAY 22 1997

Recorded in Official Records
of Riverside County, California
Recorder
Page 1

24 24
6

97412498

DEED OF TRUST

THIS DEED OF TRUST is made this 2TH day of MAY 1997, among the Trustor,
CAROL A. TOGA, a MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

ACCOMMODATION

GATEWAY TITLE COMPANY

(herein "Borrower").

DITECH FUNDING CORPORATION, A CALIFORNIA CORPORATION
existing under the laws of CALIFORNIA

(herein "Trustee"), and the Beneficiary,

a corporation organized and
whose address is (herein "Lender").

4 PARK PLAZA, #1200, IRVINE, CA 92614
BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and
conveys to Trustee, in trust, with power of sale, the following described property located in the County of
RIVERSIDE, State of California:
LOT 7 OF TRACT NO. 20885-1, IN THE COUNTY OF RIVERSIDE, STATE OF
CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 177, PAGES 11 THROUGH 13,
EXCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.
APN: 549-382-003-4

which has the address of 25097 JUTLAND DRIVE, HENRY
[New] [City]
California 92544 (herein "Property Address");
[ZIP Code]

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

CALIFORNIA - SECOND MORTGAGE - 1/80 - PRIMA/FHMC UNIFORM INSTRUMENT



TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated MAY 08, 1997 and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$ 34,000.00, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on JUNE 01, 2022; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

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

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

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

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

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

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

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

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

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

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

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

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

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

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

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

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

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

Form 3006

Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

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

13. **Governing Law; Severability.** The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

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

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

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

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

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

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender, prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

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

Form 2006

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

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

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

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

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

21. Substitute Trustee. Lender, at Lender's option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county where the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this instrument is recorded and the name and address of the successor trustee. The successor trustee shall, without conveyance of the Property, succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. The procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

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

23. Statement of Obligation. Lender may collect a fee not to exceed \$50.00 for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

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

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

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any notice of default and a copy of any notice of sale under the deed of trust (or mortgage) recorded _____, Page _____, records of _____, in Book _____, County, or filed for _____, record with recorder's serial number _____, California, executed by _____ County,.)

as trustor (or mortgagor) in which

as beneficiary (or mortgagee) and

be mailed to
at

is named

as trustee

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

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

Carol A. Tounget (Seal)
CAROL A. TOUNGET Borrower

_____, (Seal)
_____, Borrower

_____, (Seal)
_____, Borrower

_____, (Seal)
_____, Borrower
(Sign Original Only)

State of California
County of RIVERSIDE

On 5-8-97

before me, Jolene K. Baillie, Notary,
personally appeared

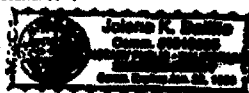
CAROL A. TOUNGET

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

WITNESS my hand and official seal.

(This area for official notarial seal)

786CA) (Rev. 01)



Page 6 of 8

Form 3805

ACKNOWLEDGMENT

STATE OF CA

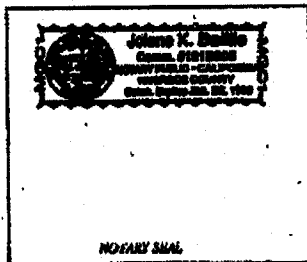
COUNTY OF RIVERSIDE

On 05/08/97 before me, John K. Bailie, Notary, personally appeared
(DATE) NAME, TITLE OF OFFICER E.G. NOTARY PUBLIC

CAROL A. TOMMIST, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

NAME(S) OF SIGNER

_____ personally known to me - or - A proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) Carol 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 OF NOTARY
JOHN K. BAILIE
MY COMMISSION EXPIRES ON:

Description of Attached Document:

Title or Type of Document: T.D.

Document Date: MAY 08, 1997

Number of Pages: 4

Signers Other Than Named Above: N/A

LOANS: 100033397
RECORDING REQUESTED BY

JAY D. MARK
4 Park Plaza Ste# 1200
Irvine, CA 92714

AND WHEN RECORDED MAIL TO

DITECH FUNDING
4 Park Plaza, Ste. 1200
Irvine, CA 92714

264973

RECEIVED FOR RECORD
AT 8:00 AM

JUN 29 1997

Recorded in Office of
the Recorder of Deeds, California

Recording

Page 8

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Assignment of Deed of Trust

M
SL

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to
The Bank of New York as Trustee for the holdings of
Ditech Funding 1007-1

all beneficial interest under that certain Deed of Trust dated May 8, 1997
executed by

CAROL A. TOUNGET, A MARRIED WOMAN AS HER SOLE AND SEPARATE
PROPERTY

to GATEWAY TITLE COMPANY, Trustor

Instrument No. 179785

on 5-22-97

Trustee, and recorded as

Page 1, of Official Records in the County Recorder's office of
County, CALIFORNIA describing land therein as:

In book,
RIVERSIDE

DESCRIBED ON DEED OF TRUST AND REFERRED TO HEREIN

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

DITECH FUNDING CORPORATION

Dated May 21, 1997

J. PAUL REDDAM, PH.D., PRESIDENT

State of California
County of Orange

On May 21, 1997

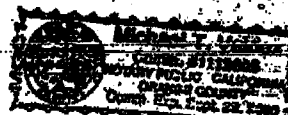
before me,

MICHAEL T. VALDEZ

personally appeared J. PAUL REDDAM, PH. D., 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.

(Seal)



Glenn M. Perrell Atty @ law
RECORDING REQUESTED BY:

DOC # 2004-0687325

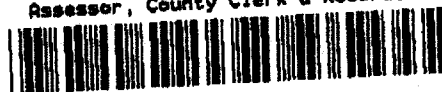
08/30/2004 08:00A Fee:7.00

Page 1 of 1

Recorded in Official Records
County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



AND WHEN RECORDED MAIL TO

EXECUTIVE TRUSTEE SERVICES, INC.
15455 SAN FERNANDO MISSION BLVD
SUITE #208
MISSION HILLS, CA 91345
(818) 837-2300

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A	R	L			COPY	LONG	REFUND	NCHG	EXAM

TS NO : EQ-75018-C
LOAN NO : 8146004113

SUBSTITUTION OF TRUSTEE

7



WHEREAS, CAROL A. TOUNGET, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY was the original Trustor, GATEWAY TITLE COMPANY was the original Trustee, and DITECH FUNDING CORPORATION, A CALIFORNIA CORPORATION was the original Beneficiary under that certain Deed of Trust dated 5/8/1997 and recorded on 5/22/1997 as Instrument No. 179785, in Book , Page of Official Records of Riverside County, California; and

WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in place and instead of said original Trustee, or Successor Trustee, thereunder, in the manner in said Deed of Trust provided,

NOW, THEREFORE, the undersigned desires to substitute EXECUTIVE TRUSTEE SERVICES, INC., as Trustee under said Deed of Trust.

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

Dated : August 27, 2004

BANK OF NEW YORK AS TRUSTEE FOR THE HOLDINGS OF
DITECH FUNDING 1997-1, BY: GMAC MORTGAGE
CORPORATION, ATTORNEY IN FACT

ELIZABETH YERANOSIAN, LIMITED SIGNING OFFICER

State of California} ss.
County of Los Angeles }

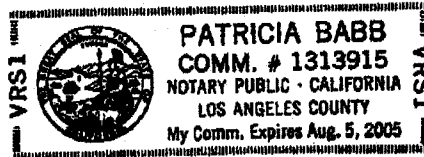
On 8/27/2004 before me, Patricia Babb Notary Public, personally appeared Elizabeth Yeranosian personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(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.

Signature

Patricia Babb

(Seal)



DOC # 2005-0620283

08/02/2005 08:00A Fee:9.00

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

Requested and Prepared by:
EXECUTIVE TRUSTEE SERVICES, INC.

When Recorded Mail To:
EXECUTIVE TRUSTEE SERVICES, INC.
15455 SAN FERNANDO MISSION BLVD
SUITE #208
MISSION HILLS, CA 91345



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Loan No.: 180612
TS NO: EQ-75018-C

4720848

ASSIGNMENT OF DEED OF TRUST

9-

For Value Received, the undersigned corporation hereby grants, assigns, and transfers to:



CHRISTIANA BANK & TRUST COMPANY, AS OWNER TRUSTEE OF THE SECURITY NATIONAL FUNDING TRUST

all beneficial interest under that certain Deed of Trust dated: 5/8/1997 executed by CAROL A. TOUNGET, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, as Trustor(s), to GATEWAY TITLE COMPANY, as Trustee, and recorded as Instrument No. 179785, on 5/22/1997, in Book , Page of Official Records, in the office of the County Recorder of Riverside County, California together with the Promissory Note secured by said Deed of Trust and also all rights accrued or to accrue under said Deed of Trust.

DATE: 07/21/2005

THE BANK OF NEW YORK AS TRUSTEE FOR THE
HOLDINGS OF DITECH FUNDING 1997-1 BY GMAC
MORTGAGE CORPORATION AS ATTORNEY IN FACT

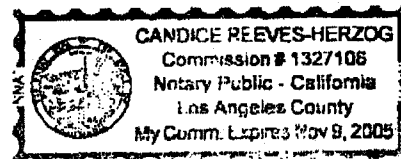
Dianna Sandoval
Dianna Sandoval, Limited Signing Officer

State of Candice Reeves-Herzog) SS.
County of Los Angeles)

On 7/21/2005 before me, the undersigned, Candice Reeves-Herzog personally appeared Dianna Sandoval 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.

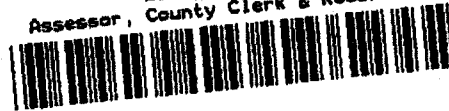
Signature *Candice Reeves-Herzog* (Seal)
Candice Reeves-Herzog



DOC # 2005-0839830
10/11/2005 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:
T.D. Service Company

WHEN RECORDED RETURN TO:
T.D. Service Company
1820 E. First St., Suite 300
Santa Ana, CA 92705

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
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A	R	L			COPY	LONG	REFUND	NOCHG	EXAM

Pool #: 1365
Cust #: 574
Loan #: 180612
TDSC #: 2850464AS1



LOST ASSIGNMENT AFFIDAVIT

COUNTY: Orange
STATE: California

THE UNDERSIGNED being the proper and authorized officer of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. its successors and assigns doing business, at 323 Fifth St., Eureka, CA 95501 being first duly sworn states as follows:

THAT MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. the current rightful owner and holder of the Note and Deed of Trust/Mortgage as 5/8/1997, a Note and Deed of Trust/Mortgage by TOUNGET, CAROL A. was recorded on 5/22/1997, Document Number 97-179785, in Book —, page —, PIN# in the Official Records of RIVERSIDE, State of CALIFORNIA. Said Deed of Trust/Mortgage encumbers the following described real property:
25097 JUTLAND DR., HEMET CA 92544-

SAID Note and Deed of Trust/Mortgage was sold and purportedly assigned to DITECH FUNDING CORPORATION, LLC.

After a diligent search MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. been unable to locate any of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC, ITS SUCCESSORS AND ASSIGNS agents or officers.

THAT required Assignment by DITECH FUNDING CORPORATION, LLC to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC, ITS SUCCESSORS AND ASSIGNS, has not been recorded and the original has been lost or misplaced. THAT said MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., is recording this Affidavit for the purpose of claiming its ownership of the Note and Deed of Trust/Mortgage.

Date: August 22, 2005

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.


Craig Davenport, Assistant Secretary

Witness:



T. Kemp

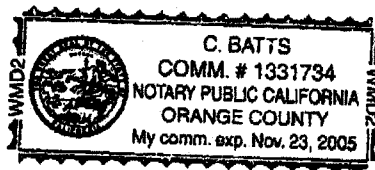
STATE: California

COUNTY: Orange

On August 22, 2005, before me C. Batts, the undersigned, a Notary Public for the state, personally appeared Craig Davenport, Assistant Secretary personally known to me to be the person whose name is subscribed to the within instrument, as a witness thereto, being by me duly sworn, deposed and said that he/she was present and saw Craig Davenport the same person(s) described in and whose name(s) is/are subscribed to the within and annexed instrument in his/her/their authorized capacity(ies) as (a) party(ies) thereto, execute the same, and that said affiant subscribed his/her name to the within instrument as a witness at the request of Craig Davenport.

Witness my hand and official seal


C. Batts (Notary Public)
1331734 (Commission Number)
11/23/05 (Commission Date Expires)



DOC # 2006-0908769

12/12/2006 08:00A Fee: 15.00

Page 1 of 3

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

RECORDED AT THE REQUEST OF AND
WHEN RECORDED, RETURN TO:
SN Servicing Corporation
323 Fifth Street, Eureka, CA 95501



S	R	U	PAGE	SICE	DR	INDV	LONG	TR	...
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									035

2987451

ASSIGNMENT OF DEED OF TRUST

T
035

Date of Assignment: July 29, 2005

Assignee: CHRISTIANA BANK & TRUST COMPANY, AS OWNER TRUSTEE OF THE SN ASSET
SECURITIZATION TRUST 2005-A

Address: 323 FIFTH STREET, EUREKA, CA 95501

Assignor: CHRISTIANA BANK & TRUST COMPANY, AS OWNER TRUSTEE OF THE SECURITY
NATIONAL FUNDING TRUST

Address: 323 FIFTH STREET, EUREKA, CA 95501

Truster: CAROL A. TOUNGET, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

Beneficiary: DITECH FUNDING CORPORATION, A CALIFORNIA CORPORATION

Trustee: GATEWAY TITLE COMPANY

Date of Deed of Trust: MAY 8, 1997

Recording date: MAY 22, 1997

County of Recording: RIVERSIDE, CALIFORNIA

INSTRUMENT: 179785

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of ONE AND NO/100ths DOLLARS and valuable consideration, paid to the above named assignor, the receipt and sufficiency of which is hereby acknowledged, the said assignor hereby assigns unto the above named assignee, the said Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), together with the Note or Notes or other evidence of indebtedness (the "note"), said Note having an original principal sum of \$34,000.00, together with interest, secured thereby, together with all moneys now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said assignor hereby grants and conveys unto the said assignee, the assignor's beneficial interest under the Security Instrument which constitutes a lien on the following described property:

AND:

TO HAVE AND TO HOLD the said Security Instrument and Note, and also the said property unto the said assignee forever, subject to the terms contained in said Security Instrument and Note.

IN WITNESS WHEREOF, the assignor has executed these presents the day and year first above written.

**CHRISTIANA BANK & TRUST COMPANY, AS
OWNER TRUSTEE OF THE SECURITY
NATIONAL FUNDING TRUST BY SN SERVICING
CORPORATION, ITS ATTORNEY IN FACT**

By: _____

Allan Grushkin

Its: _____

Sr. Vice President

State of California)
) ss.
County of Humboldt)

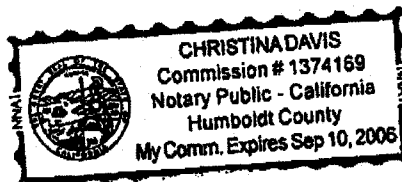
[Signature] A Notary Public

On August 22, 2006 before me, Christina Davis, personally appeared Allan Grushkin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY SEAL

[Signature]
Christina Davis



TRUSTEE SALE GUARANTEE
(CLTA - REV. 1/1989)

ORDER NO: 2987451
REFERENCE NO: 4973
TITLE OFFICER: DARIEEN MCDONALD

EXHIBIT "A"

THE LAND REFERRED TO IN THIS GUARANTEE IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE, UNINCORPORATED AREA AND IS DESCRIBED AS FOLLOWS:

LOT 7 OF TRACT NO. 20885-1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 177, PAGES 11 THROUGH 13, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPT THEREFROM ALL MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND ALL UNDERGROUND WATER IN OR UNDER OR WHICH MAY BE PRODUCED FROM SAID LOT WHICH UNDERLIES A PLANE PARALLEL TO AND 550 FEET BELOW THE PRESENT SURFACE OF SAID LOT FOR THE PURPOSE OF THE EXPLORATION, DEVELOPMENT, PRODUCTION, EXTRACTION AND TAKING OF SAID MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND WATER FROM SAID LOT BY MEANS OF MINES, WELLS, DERRICKS OR OTHER EQUIPMENT FROM SURFACE LOCATIONS ON ADJOINING OR NEIGHBORING LAND OR LYING OUTSIDE OF THE ABOVE DESCRIBED LOT, IT BEING UNDERSTOOD THAT THE OWNER OF SUCH MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND WATER, AS SET FORTH ABOVE, SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OR ANY PORTION THEREOF ABOVE SAID PLANE PARALLEL TO AND 550 FEET BELOW THE PRESENT SURFACE OF THE SAID LOT FOR ANY PURPOSE WHATSOEVER.

DOC # 2006-0908770

12/12/2006 08:00A Fee:13.00

Page 1 of 3

Recorded in Official Records
County of Riverside

Larry M. Ward

Assessor, County Clerk & Recorder



RECORDING REQUESTED BY:

FIRST AMERICAN TITLE - SANTA ANA

AND WHEN RECORDED MAIL TO:

Law Offices of Les Zieve
17682 Beach Blvd, Suite 204
Huntington Beach, CA 92647

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

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2987461

Loan No.: 180612

13
T
035

SUBSTITUTION OF TRUSTEE

WHEREAS, CAROL A. TOUNGET A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY was the original Trustor, GATEWAY TITLE COMPANY was the original Trustee, and DITECH FUNDING CORPORATION was the original Beneficiary under that certain Deed of Trust dated 5/8/1997 and recorded on 5/22/1997 as Instrument No. 179785, in book , page of Official Records of Riverside County, California; and

WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in place and instead of said original Trustee, or Successor Trustee, thereunder, in the manner in said Deed of Trust provided,

NOW, THEREFORE, the undersigned hereby substitutes **LAW OFFICES OF LES ZIEVE**, 17682 Beach Blvd., Suite 204 Huntington Beach, CA 92647, as Trustee under said Deed of Trust. Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Dated: June 12, 2006

**CHRISTIANA BANK & TRUST COMPANY, AS OWNER
TRUSTEE OF THE SN ASSET SECURITIZATION TRUST
2005-A
BY: SN SERVICING CORPORATION, ITS ATTORNEY IN
FACT**


Allan Grushkin, Senior Vice President

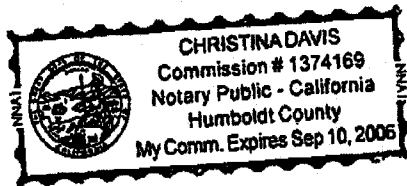
State of California
County of Humboldt

On June 14, 2006, before me, Christina Davis, a Notary Public for said State, personally appeared Allan Grushkin personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

(Seal)

WITNESS my hand and official seal.

Signature Christina Davis
My Commission Expires: September 10, 2006



AFFIDAVIT

TS No.: 4973
Loan No. 180612

STATE OF CALIFORNIA

COUNTY OF ORANGE

I **Carrie Gregg**, personally declare that I am over the age of eighteen years; an officer, agent or employee of **LAW OFFICES OF LES ZIEVE** whose business address is:

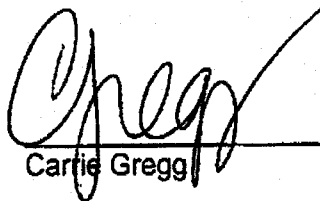
17682 Beach Blvd, Suite 204
Huntington Beach, CA 92647

On **December 08, 2006**, by Certified and First Class mail, enclosed in a sealed envelope with postage fully prepaid, I deposited in the United States Mail, a copy of the attached Substitution of Trustee to the trustee of record under the Deed of Trust described in said Substitution, and;

A copy of the attached Substitution has been mailed prior to the recording thereof, in the manner provided in Section 2924(b) of the Civil Code of the State of California to all persons to whom a copy of the Notice of Default would be required to be mailed by the provisions of said section.

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

Date: **December 08, 2006**


Carrie Gregg

Order No.
Escrow No.
Loan No.

WHEN RECORDED MAIL TO:

Terry A. Jones
1122 E. Lincoln Ave., Suite 110
Orange, CA 92865

DOC # 2005-0052282

01/19/2005 08:00A Fee:25.00

Page 1 of 4

Recorded in Official Records
County of Riverside

Assessor, County Clerk & Recorder



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**DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)**

20

This DEED OF TRUST, made 9/7/04, between Carol A. Tounget herein called TRUSTOR, whose address is 25097 Jutland Dr., Hemet, CA 92544,

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called TRUSTEE, and Theresa Ann Jones, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Hemet, County of Riverside, State of California, described as:

See Exhibit "A" attached hereto

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of \$ 7,500 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, (2) the performance of each agreement of Trustor incorporated by reference or contained herein and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

(CONTINUED ON NEXT PAGE)

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	188	1307	Siskiyou	506	782
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	6039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4884	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	489	76	Mono	69	302	Santa Barbara	2085	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	684	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego					

SERIES 5 Book 1964, Page 149774

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

Signature of Trustor
Carol A. Tounget
 Carol A. Tounget

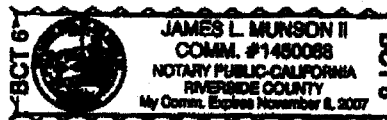
Signature of Trustor

STATE OF CALIFORNIA
 COUNTY OF Riverside

On 9/9/04 before me, James L. Munson II, personally appeared Carol A. Tounget, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person (or persons) whose name (or names) is (are) subscribed to the within instrument and acknowledged to me that he (or she) executed the same in his (or her) authorized capacity(ies), and that by his (or her) signature (or signatures) on the instrument the person (or persons) or the entity upon behalf of which the person (or persons) acted, executed the instrument.

WITNESS my hand and official seal.

Signature James L. Munson II



(This area for official notarial seal)

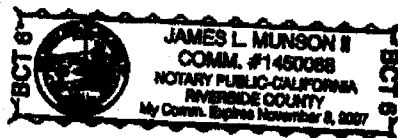
(CONTINUED ON NEXT PAGE)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Riverside } ss.

On 9/9/04 before me, James L. Munson Jr.
Date Signature
personally appeared Carol A. Tounset
Name(s) of Signer(s)

☐ personally known to me
☒ 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.

James L. Munson Jr.
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Straight Note

Document Date: 9/7/04 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

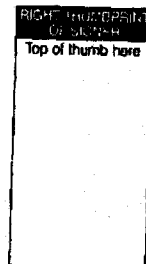


EXHIBIT "A"

PARCEL 1:

Lot 7 of Tract No. 20885-1, as shown by Map on file in Book 177, Pages 11 through 13, inclusive of Maps, Records of Riverside County, California.

EXCEPT therefrom all minerals, oil, gas petroleum, other hydrocarbon substances and all underground water in or under or which may be produced from said lot which underlies a plane parallel to and 550 feet below the present surface of said lot for the purpose of the exploration, development, production, extraction and taking of said minerals, oil, gas, petroleum, other hydrocarbon substances and water from said lot by means of mines, wells, derricks or other equipment from surface locations on adjoining or neighboring land or lying outside of the above described lot, it being understood that the owner of such minerals, oil, gas, petroleum, other hydrocarbon substances and water, as set forth above, shall have no right to enter upon the surface or any portion thereof above said plane parallel to and 550 feet below the present surface of the said lot for any purpose whatsoever.

PARCEL 2:

Non-exclusive easements for access, ingress, egress, maintenance, repair, drainage, encroachment, support, and for other purposes, all as described in the Declaration, above referenced.

DOC # 2005-0171452

03/03/2005 08:00A Fee:30.00

Page 1 of 8

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



Landsafe title
Rose.

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MSC
	1		8		1				
A	R	L				COPY	LONG	REFUND	NCHG
									EXAM

30



WHEN RECORDED MAIL TO:

~~Countrywide Home Loans, Inc.
Attn: Workout Department
7105 Corporate Dr., PTX 65
Plano, Texas 75024~~

DOC ID#00586438547000B

SPACE ABOVE FOR RECORDER USE

Landsafe National Default
Attn: Naeij Ay 1/12
1515 Walnut Grove Ave.
Rosemead, CA 91770

FHA Case No.

0468492936703

DEED OF TRUST

05-8-010857B

THIS DEED OF TRUST ("Security Instrument"), is given on 1/28/2005. The Trustor(s) are CAROL A TOUNGET, whose address is 25097 JUTLAND DR, HEMET, CA 92544 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street, SW, Washington, DC 10410 ("Lender"). The trustee is the Director of Housing for the office in the county in which the property is located, and his or assigns ("Trustee"). Borrower owes Lender the principal sum of \$8127.73. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on 8/1/2028. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 2 to protect the security 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 does hereby mortgage, warrant, grant and convey to the Lender, with power of sale the following described property located in RIVERSIDE County, State of California: which has the address 25097 JUTLAND DR, HEMET, CA 92544 ("Property Address") more particularly described as follows:

SEE EXHIBIT 'A' ATTACHED

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

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

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

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS

1. **PAYMENT OF PRINCIPAL.** Borrower shall pay when due the principal of the debt evidenced by the Note, together with interest or other charges as provided in the Note and the Security Instrument.

1 of 4

CALIFORNIA - SUBORDINATE SCHEDULE "A" - HUD INSTRUMENT

2. **LENDER'S RIGHT TO TAKE ACTION TO PROTECT THE PROPERTY.** If (A) Borrower does not keep all promises and agreements made in this Security Instrument, or (B) someone, including Borrower, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as, for example, a legal proceeding in bankruptcy, in probate, for condemnation, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions under this Paragraph 2 may include, for example, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs. Lender must give Borrower notice before Lender may take any of these actions.

Borrower will pay to Lender any amounts, with interest, which Lender spends under this Paragraph 2. This Security Instrument will protect Lender in case Borrower does not keep this promise to pay those amounts with interest.

Borrower will pay those amounts to Lender when Lender sends Borrower a notice requesting that Borrower do so. Borrower will also pay interest on those amounts at the same rate stated in the Note. Interest on each amount will begin on the date that the amount is spent by Lender. However, Lender and Borrower may agree in writing to terms of payment that are different from those in this paragraph.

Although Lender may take action under this Paragraph 2, Lender does not have to do so.

3. **BORROWER NOT RELEASED; FORBEARANCES BY LENDER NOT A WAIVER.** Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. 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.

4. **SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note; (a) is consigning this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

5. **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 Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to: Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street, SW, Washington, DC 10410 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.

6. **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.

7. **BORROWER'S COPY.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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

8. **ACCELERATION; REMEDIES.** If Borrower fails to keep any promise or agreement made in this Security Instrument, including the promise to pay, when due, the amount owed, Lender, prior to acceleration, shall give notice to Borrower as provided in paragraph 5 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option may declare all of the sums secured by this Security Instrument to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 8, including, but not limited to, reasonable attorneys' fees.