

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

217B



**FROM:** County Counsel/TLMA  
Code Enforcement Department

**SUBMITTAL DATE:**  
March 4, 2010

**SUBJECT:** Abatement of Public Nuisance [Substandard Structures, Excess Outside Storage and Accumulation of Rubbish];  
Case No.: CV 07-9901; HOANG  
Subject Property: 14545 Chandler Street, Corona; APN: 144-120-009  
District Two

**RECOMMENDED MOTION:** Move that:

- (1) The substandard structures (single family dwelling with attached garage, carport and five room additions) on the real property located at 14545 Chandler Street, Corona, Riverside County, California, APN 144-120-009 be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which does not permit substandard structures on the property.
- (2) Kevin Hoang, the owner of the subject real property, be directed to abate the substandard structures on the property by rehabilitating, removing and/or demolishing the same from the real property, including the removal and disposal of all structural debris and materials, within ninety (90) days.

(Continued)

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

<b>FINANCIAL DATA</b>	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

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

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
Tina Grande

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: March 16, 2010  
xc: Co.Co., CED, Prop. Owner

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

**Prev. Agn. Ref.:**

**District:** 2

**Agenda Number:**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

9.1

Dept't Recomm.:    
 Per Exec. Ofc.:    
 Consent:    
 Policy:    
 X   
 Policy:

- (3) The owner be ordered to ascertain the existence or non-existence of asbestos containing materials in said structures by survey and materials sample testing through the Industrial Hygiene Specialist of the County Health Department, Division of Special Services; and, prior to the abatement ordered in paragraph number two (2) above, to secure the removal and disposal of all asbestos containing materials discovered through such survey and testing by contract with a duly certified and licensed contractor for the handling of such materials to avoid citations and/or fines imposed by the South Coast Air Quality Management District (SCAQMD) pursuant to SCAQMD Rule No. 1403.
- (4) The excess outside storage and accumulation of rubbish on the real property located at 14545 Chandler Street, Corona, be declared a public nuisance and a violation of Riverside County Ordinance Nos. 348 and 541 which do not permit the excess outside storage and accumulation of rubbish on the property.
- (5) Kevin Hoang, the owner of the subject property, be directed to abate the excess outside storage and accumulation of rubbish on the property by removing and disposing of the same from the real property within ninety (90) days.
- (6) If the owner of the real property does not take the above described action within ninety (90) days of the date of the Board's Order to Abate, that representatives of the Code Enforcement Department, Sheriff's Department, and/or a contractor, upon consent of the owners, receipt of a Court Order authorizing entry onto the real property, or other authorization as provided by law, shall abate the substandard structure and the excess outside storage and accumulation of rubbish by removing and disposing of the same from the real property
- (7) The reasonable cost of the abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Ordinance No. 725.
- (8) County Counsel be directed to prepare the necessary Findings of Fact and Conclusions of Law that the substandard structure on the real property and the excess outside storage and accumulation of rubbish are declared to be in violation of Riverside County Ordinance Nos. 348, 457 and 541 and constitute a public nuisance. Further, County Counsel shall prepare an Order to Abate for approval by the Board.

**JUSTIFICATION:**

1. An initial inspection was made of the subject real property by the Code Enforcement Officer on May 7, 2009.
2. The inspection revealed substandard structures (single family dwelling with attached garage, carport and five room additions) on the subject real property in violation of Riverside County Ordinance No. 457. The substandard conditions of the structure included, but were not limited to the following: lack of or improper water closet, lavatory, bathtub, shower, or kitchen sink; lack of hot and cold running water to plumbing fixtures; hazardous wiring; members of walls, partitions or other vertical supports

that split, lean, list or buckle due to defective material or deterioration; members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split or buckle due to defective material or deterioration; dampness of habitable rooms, faulty weather protection; general dilapidation or improper maintenance; public and attractive nuisance.

The inspection also revealed the excess outside storage and accumulation of rubbish (approximately 1,034 square feet) on the subject property in violation of Riverside County Ordinance No. 541. The excess outside storage and accumulation of rubbish consisted of, but was not limited to the following materials: rocks, trash, wood, household trash, mattresses, furniture, drywall, cinder blocks, toys and miscellaneous debris.

3. Subsequent inspections of the above-described real property on June 24, 2009, October 1, 2009, and February 11, 2010, revealed that the property continues to be in violation of Riverside County Ordinance Nos. 457 and 541.
4. Staff and the Code Enforcement Department have complied with the requirements set forth in the appropriate laws of this jurisdiction pertaining to the Administrative Abatement Proceedings for substandard structures, excess outside storage and accumulation of rubbish.

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

5 IN RE ABATEMENT OF PUBLIC NUISANCE ) CASE NO. CV 07-9901  
6 [SUBSTANDARD STRUCTURE AND )  
7 ACCUMULATED RUBBISH AND EXCESS )  
8 OUTSIDE STORAGE]; APN 144-120-009, 14545 ) DECLARATION OF OFFICER  
9 CHANDLER STREET, CORONA, COUNTY OF ) DONNA PAYNE  
10 RIVERSIDE, STATE OF CALIFORNIA; KEVIN ) [RCO No. 457, RCC Title 15, RCO  
11 HOANG, OWNER. ) 348, RCC Title 17 and RCO No. 541,  
12 ) RCC Chapter 8.120]  
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8 I, Donna Payne, declare that the facts set forth below are personally known to me except to  
9 the extent that certain information is based on information and belief which I believe to be true and if  
10 called as a witness, I could and would competently testify competently under oath:

11 1. I am currently employed by the Riverside County Code Enforcement Department as a  
12 Senior Code Enforcement Officer. My current official duties as a Code Enforcement Officer include  
13 inspecting property for violations and enforcement of the provisions of Riverside County  
14 Ordinances. 2. On May 7, 2009, I conducted an initial inspection of the real property known  
15 as 14545 Chandler Street, Corona, within the unincorporated area of Riverside County, California,  
16 which is further described as Assessor's Parcel Number 144-120-009 (hereinafter referred to as  
17 "THE PROPERTY"). A true and correct copy of a Thomas Brothers map page indicating the  
18 approximate location of THE PROPERTY is attached hereto as Exhibit "A" and incorporated herein  
19 by reference.

20 3. A review of County records and documents indicate that THE PROPERTY was  
21 owned by Kevin Hoang (hereinafter referred to as "OWNER") at the time of the inspection  
22 referenced in paragraph number 2 above. Certified copies of the County Equalized Assessment Roll  
23 for the year 2009-2010 and County Geographic Information System ("GIS") report are attached  
24 hereto as Exhibit "B" and incorporated herein by reference. THE PROPERTY is vacant and is  
25 approximately .32 acres in size and is located within the C-1/C-P (General Commercial) zone  
26 classification. This zone classification allows outside storage on an improved parcel with the  
27 amount of storage to be two hundred (200) square feet.

28 4. Based on the Lot Book Report from RZ Title Service dated April 14, 2009, it is

1 determined that other parties potentially hold a legal interest in THE PROPERTY, to-wit: JP Morgan  
2 Chase Custody Services, JP Morgan Chase Bank, Michael K. Wolder, Esq. (“INTERESTED  
3 PARTIES”). A true and correct copy of the Lot Book Report is attached hereto as Exhibit “C” and  
4 incorporated herein by reference.

5           5.       On May 7, 2009 I went to THE PROPERTY to conduct an initial inspection on which  
6 I observed a single family dwelling with attached garage, carport and five room additions in a state of  
7 general dilapidation. I observed the following conditions which cause the structures to be  
8 substandard and THE PROPERTY to constitute a public nuisance in violation of the provisions set  
9 forth in Riverside County Ordinance 457, as codified in Riverside County Code Title 15:

- 10           1)       Lack of or improper water closet, lavatory, bathtub, shower or kitchen sink; (See  
11           2)       Lack of hot and cold running water to plumbing fixtures; (See photographs 17, 18  
12           3)       Hazardous wiring;  
13           4)       Members of walls, partitions or other vertical supports that split, lean list or buckle  
14           5)       Members of ceiling, roofs, ceiling and roof supports or other horizontal members  
15           6)       Dampness of habitable rooms; (See photographs 9, 10, 12, 19, and 20)  
16           7)       Faulty weather protection; (See photographs 9, 10, 12, 19, and 20)  
17           8)       General dilapidation: (See photographs 1, 10, 13, 15, and 17)  
18           9)       Public and attractive nuisance. (See photographs 1-33)

19           6.       During the initial inspection on May 7, 2009, I also observed a large amount of  
20 outside storage of materials and accumulated rubbish on THE PROPERTY. These items included  
21 but not limited to: rocks, tires, wood, household trash, mattresses, furniture, drywall, cinder blocks,  
22 toys and miscellaneous debris. This condition causes THE PROPERTY to constitute a public  
23 nuisance in violation of Riverside County Ordinance Nos. 348, as codified in Riverside County Code  
24 (“RCC”) Title 17, and 541, as codified in RCC Chapter 8.120.

25           7.       On May 7, 2009, a Notice of Defects, Notices of Violation, a “Danger Do Not Enter”  
26 sign, and a “Do Not Dump” sign were posted on THE PROPERTY.

27           8.       On May 15, 2009, the Notices of Violation and Notice of Defects were mailed via  
28 certified mail return receipt requested to OWNER and INTERESTED PARTIES. On July 30, 2009,  
Notices of Violation along with a Notice of Defects were mailed by certified mail return receipt  
requested to OWNER.

1           9.       On June 24, 2009, I drove to THE PROPERTY to conduct a follow up inspection.  
2 From the road right-of-way I observed that there was no change in the condition of THE  
3 PROPERTY which remained in violation and continued to constitute a nuisance to the community.

4           10.      On June 24, 2009, I received a telephone call from LaTasha Weiler from Chase  
5 Morgan Bank, an INTERESTED PARTY. Ms. Weiler informed me that OWNER had filed for  
6 bankruptcy protection but THE PROPERTY was not a part of the bankruptcy estate. I explained the  
7 condition of THE PROPERTY and what corrections were necessary. Ms. Weiler informed me that  
8 she would try to have a field representative inspect THE PROPERTY to see if they could board up  
9 the structure.

10          11.      On October 1, 2009 I conducted another inspection of THE PROPERTY. During this  
11 inspection I observed that the substandard structures, accumulated rubbish and excess outside storage  
12 remain on THE PROPERTY.

13          12.      A site plan and photographs of the unapproved grading on THE PROPERTY are  
14 attached hereto as Exhibit "D" and incorporated herein by reference.

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

17          14.      On October 1, 2009 and October 5, 2009, I attempted to contact Ms. Weiler from  
18 Chase Morgan regarding the status of THE PROPERTY. I left a detailed message on October 1,  
19 2009 but her mailbox was full on October 5, 2009 so I was unable to leave a second message.

20          15.      On January 11, 2008, Notices of Noncompliance for the substandard structures and  
21 excess outside storage were recorded at the Riverside County Recorder's Office as instrument  
22 numbers 2008-0017567 and 2008-0017577. On December 9, 2009, a Notice of Noncompliance for  
23 the accumulated rubbish was recorded at the Riverside County Recorder's Office as instrument  
24 number 2009-0632238. True and correct copies of the recorded Notices of Noncompliance are  
25 attached hereto and incorporated by reference as Exhibit "F".

26          16.      I am informed and believe, and based upon said information and belief, allege that  
27 OWNER does not have legal authority or permission to store or accumulate the above described  
28 materials on THE PROPERTY.

1           17. Based upon my experience, knowledge and visual observations, it is my  
2 determination that the accumulated rubbish, excess outside storage, and substandard structures on  
3 THE PROPERTY creates an extreme health, safety, fire and structural hazard to the neighbors and  
4 general public and constitutes a public nuisance in violation of the provisions set forth in Riverside  
5 County Ordinance Nos. 457, 348 and 541.

6           18. On February 10, 2010, the "Notice to Correct County Ordinance Violations and Abate  
7 Public Nuisance" providing notification of the Board of Supervisors hearing scheduled for March 16,  
8 2010, as required by Riverside County Ordinance No. 725, was mailed to OWNER and  
9 INTERESTED PARTIES by certified mail, return receipt requested and on February 11, 2010 was  
10 posted on THE PROPERTY. True and correct copies of the notice, return receipt cards, together  
11 with the proof of service and the affidavit of posting of notices are attached hereto as Exhibit "G"  
12 and incorporated herein by reference.

13           19. A follow-up inspection on February 11, 2010 revealed that THE PROPERTY remains  
14 in violation.

15           20. Significant rehabilitation, removal and/or demolition of the substandard structures and  
16 removal and disposal of all structural materials, rubbish and debris are required to abate the public  
17 nuisance and bring THE PROPERTY into compliance with Riverside County Ordinance Number  
18 457 (RCC Title 15), the Health and Safety, Uniform Housing, Administrative and Abatement of  
19 Dangerous Buildings Codes. In addition, the removal and disposal of all accumulated rubbish and  
20 excess outside storage on THE PROPERTY is required to bring THE PROPERTY into compliance  
21 with Riverside County Ordinance Nos. 348 and 541 and the Health and Safety Code.

22           21. Accordingly, the following findings and conclusions are recommended:

23           (a) The structures be condemned as substandard buildings, public and attractive  
24 nuisance;

25           (b) The OWNER, or whoever has possession or control of THE PROPERTY, be  
26 required to rehabilitate or demolish said structures, including the removal and disposal of all  
27 structural debris and materials, on THE PROPERTY in strict accordance with the provisions of  
28 Riverside County Ordinance No. 457 (RCC Title 15);

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

9           (d)     If the substandard structures are not razed, removed and disposed of, or  
10 reconstructed in strict accordance with all Riverside County Ordinances, including but not limited to  
11 Riverside County Ordinance No. 457 (RCC Title 15), within ninety (90) days after the posting and  
12 mailing of the Board’s Order and Findings, the substandard structures and contents therein shall be  
13 abated by representatives of the Riverside County Code Enforcement Department, a contractor, or  
14 the Sheriff’s Department upon receipt of an owner’s consent or a Court Order, where necessary under  
15 applicable law, authorizing entry onto THE PROPERTY; and

16           (e)     The accumulation of rubbish and excess outside storage on THE PROPERTY  
17 be deemed and declared a public nuisance;

18           (f)     The OWNER, or whoever has possession or control of THE PROPERTY, be  
19 required to remove all excess outside storage and rubbish on THE PROPERTY in strict accordance  
20 with the provisions of Riverside County Ordinance Nos. 348 and 541;

21           (g)     If the materials are not removed and disposed of in strict accordance with all  
22 Riverside County Ordinances, including but not limited to Riverside County Ordinance Nos. 348 and  
23 541, within ninety (90) days after the posting and mailing of the Board’s Order and Findings, the  
24 rubbish and excess outside storage shall be abated by representatives of the Riverside County Code  
25 Enforcement Department, a contractor or the Sheriff’s Department upon receipt of an owner’s  
26 consent or a Court Order, where necessary under applicable law, authorizing entry onto THE  
27 PROPERTY; and

28     ///

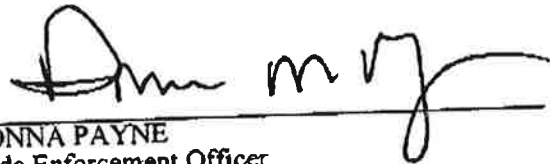


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(h) Reasonable costs of abatement, after notice and opportunity for hearing, shall be imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE PROPERTY pursuant to Government Code Section 25845 and Riverside County Ordinance Nos. 457, 348 and 541 and 725 (RCC Titles 15, 17, 8 and 1, respectively).

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

Executed this 11 day of February, 2010, at Riverside, California.



DONNA PAYNE  
Code Enforcement Officer  
Code Enforcement Department



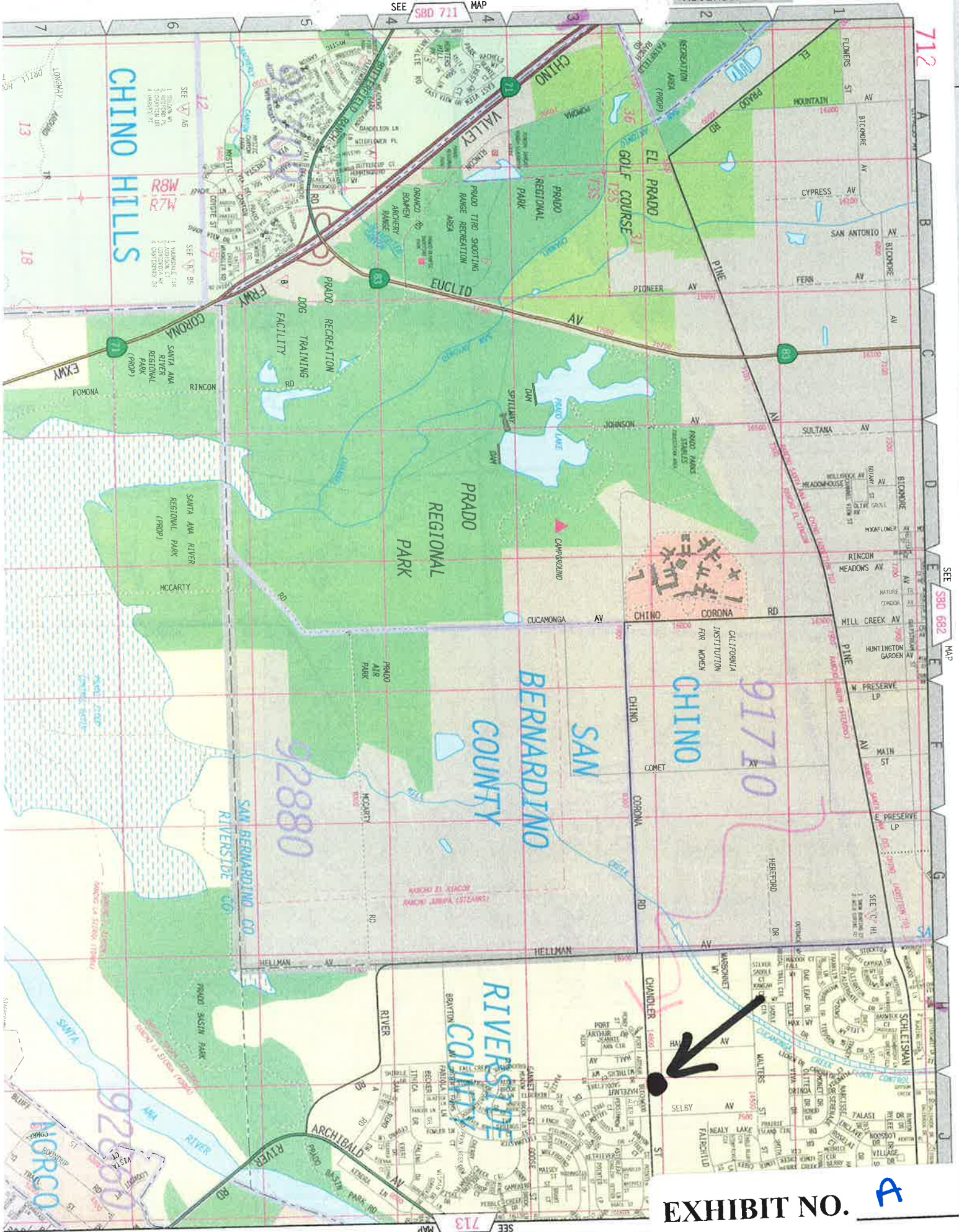


EXHIBIT NO.

A

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

Assessment #144120009-1

Parcel # 144120009-1

<b>Assessee:</b>	HOANG KEVIN	<b>Land</b>	86,000
<b>Mail Address:</b>	2939 ARBORIDGE CT	<b>Structure</b>	87,000
<b>City, State Zip:</b>	FULLERTON CA 92835	<b>Full Value</b>	173,000
<b>Real Property Use Code:</b>	R1	<b>Total Net</b>	173,000
<b>Base Year</b>	2008		
<b>Conveyance Number:</b>	0428470		
<b>Conveyance (mm/yy):</b>	6/2007		
<b>PUI:</b>	R010000		
<b>TRA:</b>	59-005		
<b>Taxability Code:</b>	0-00		
<b>ID Data:</b>	Lot 62 MB 012/098 PERSIMMON REPUBLIC ACRES		
<b>Situs Address:</b>	14545 CHANDLER ST CORONA CA 92880		

**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. Ward*  
 Assessor - County Clerk - Recorder  
 County of Riverside, State of California  
 JUL 16 2009

Dated: \_\_\_\_\_



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



RIVERSIDE COUNTY GIS



Selected parcel(s):  
144-120-009

**\*IMPORTANT\***

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

FULL REPORT  
APN(s):

144-120-009-1

OWNER NAME / ADDRESS:

- 144-120-009  
KEVIN HOANG  
14545 CHANDLER ST  
CORONA, CA. 92880

MAIL TO NAME/ADDRESS:

- 144-120-009  
- (SEE OWNER)  
- 2939 ARBORIDGE CT  
- FULLERTON CA. 92835

APN CAME FROM:

- 144-120-009  
- CAME FROM: 134-201-009

LOT SIZE: - 144-120-009  
- RECORDED LOT SIZE IS: 0.32 ACRES

PROPERTY CHARACTERISTICS: - 1. 144-120-009  
- WOOD FRAME, 1168 SQFT., 3 BDRM/ 1.75 BATH, 1 STORY, DETACHED GARAGE(252 SQ. FT),  
CONST'D 1944, SHAKE ROOF,

ELEVATION (APPROXIMATE): - 576/576 FEET

LEGAL DESCRIPTION: - APN: 144120009  
- RECORDED BOOK/PAGE: MB 12/98  
- SUBDIVISION NAME: PERSIMMON REPUBLIC ACRES  
- LOT/PARCEL: 62, BLOCK: NOT AVAILABLE, Por,  
- TRACT NUMBER: NOT AVAILABLE

BASE YEAR ASSESSMENT: - 144-120-009  
- BASE YEAR: 2008

TOWNSHIP/RANGE: - T2SR7W SEC 34

CEMETERY DISTRICTS: - NOT IN A CEMETERY DISTRICT

CITY BOUNDARY/SPHERE:  
- CITY: NOT WITHIN A CITY  
- CITY SPHERE: NOT WITHIN A SPHERE  
- ANNEXATION DATE: NO DATE AVAILABLE  
- LAFCO CASE #: NO CASE # AVAILABLE  
- PROPOSALS: NONE

COMMUNITY: - IN OR PARTIALLY WITHIN EAST VALE. SEE MAP FOR MORE INFORMATION.

2001 SUPERVISORIAL DISTRICT: - JOHN TAVAGLIONE, DISTRICT 2  
as established by County Ordinance 813, August 14, 2001

AREA PLAN: - EASTVALE

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

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

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

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

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

WESTERN RIVERSIDE COUNTY MSHCP CELL  
NUMBER: - NOT IN A CELL

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

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

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

ZONING CLASSIFICATION(S) ORD. 348: Click [here](#) for zoning classifications.  
- C-1/C-P

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

ZONING DISTRICT/AREA: - PRADO-MIRA LOMA DIST

OUTDOOR BILLBOARDS: - PERMITTED BY SPECIFIC ZONING(S) C-1/C-P

SPECIFIC PLAN: - NOT WITHIN A SPECIFIC PLAN

NOTE: Non-mapped Policy Area issues may exist on this parcel. Please contact the Planning Department at (951)955-3200 for more information.  
 MAPPED POLICY AREAS: - NONE

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

DEVELOPMENT AGREEMENT #: - NOT IN A DEVELOPMENT AGREEMENT AREA

REDEVELOPMENT AREAS: - NOT IN A REDEVELOPMENT AREA

AGRICULTURE PRESERVE: - NOT IN AN AGRICULTURE PRESERVE

AIRPORT INFLUENCE AREAS: - CHINO

AIRPORT COMPATIBILITY ZONES: - CHINO ZONE D

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

PLANNING CASE(S): - CZ02155 DESCRIPTION: NOT AVAILABLE  
 APPLIED DATE: 07/19/1995 STATUS AS OF 09/21/2009: NOTINLMS

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

2000 CENSUS TRACT: - 040602

1990 FARMLAND DESIGNATION: - URBAN-BUILT UP LAND

2000 CENSUS DESIGNATION: - CENSUS DESIGNATION REPORT IS NOT AVAILABLE

INDIAN TRIBAL LANDS: - NOT IN A TRIBAL LAND

SCHOOL DISTRICT: - CORONA-NORCO UNIFIED

ROAD & BRIDGE DISTRICT: - MIRA LOMA D

ROADBOOK PAGE: - 13B

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

CETAP CORRIDORS: - NOT IN A CETAP CORRIDOR.

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

EAST T.U.M.F. ORD. 673: - NOT WITHIN THE EASTERN TUMF FEE AREA

WEST T.U.M.F. ORD. 824: - IN OR PARTIALLY WITHIN THESE FEE AREAS. SEE MAP FOR MORE INFORMATION.  
 - NORTHWEST

WATER DISTRICT: - WESTERN MUNICIPAL WATER DISTRICT (WMWD)

FLOOD CONTROL DISTRICT: - RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

FLOOD PLAIN REVIEW: - NOT REQUIRED.

WATERSHED: - SANTA ANA RIVER

VEGETATION: - FIELD CROPLANDS  
- RESIDENTIAL/URBAN/EXOTIC

SKR FEE AREA ORD. 663.10: - NOT WITHIN A FEE AREA

HANS/ERP PROJECT: - NONE

FAULT ZONE: - NOT IN A FAULT ZONE

FAULTS: - NOT WITHIN A 1/2 MILE OF A FAULT

LIQUEFACTION POTENTIAL: - HIGH

SUBSIDENCE: - SUSCEPTIBLE

HIGH FIRE AREA ORD. 787: - NOT IN A HIGH FIRE AREA

STATE RESPONSIBILITY AREAS: - NOT IN A STATE RESPONSIBILITY AREA

LIGHTING ORD. 655: - NOT APPLICABLE, 58.77 MILES.

COUNTY SERVICE AREA: - NOT IN A COUNTY SERVICE AREA.

BUILDING PERMIT(S):  
-BAR010563 DESCRIPTION: REHAB SINGLE FAMILY DWELLING REFBHR010410  
APPLIED DATE: 12/28/2001 STATUS AS OF 09/21/2009: FINAL  
-BEL020255 DESCRIPTION: TEMPORARY CONSTRUCTION POWER: PIGGYBACK  
APPLIED DATE: 03/08/2002 STATUS AS OF 09/21/2009: FINAL  
-BDE070157 DESCRIPTION: DEMO 1168SF SFR AND 252SF ATTACHED GARAGE  
APPLIED DATE: 09/06/2007 STATUS AS OF 09/21/2009: EXPIRED  
-BHR010410 DESCRIPTION: SPECIAL INSPECTION FOR FIRE DAMAGE  
APPLIED DATE: 12/28/2001 STATUS AS OF 09/21/2009: FINAL  
-BAR010362 DESCRIPTION: REMODEL KITCHEN/BATH/WINDOW CHANGE-OUT (CV003366)  
APPLIED DATE: 08/22/2001 STATUS AS OF 09/21/2009: EXPIRED  
-BZ106023 DESCRIPTION: ADD BEDROOM BATH & LIVING ROOM  
APPLIED DATE: 10/31/2005 STATUS AS OF 09/21/2009: FINAL

CODE COMPLAINTS:  
-CV072436 PALLET BUSINESS W/OUT LAND USE  
APPLIED DATE: Apr. 3, 2007 STATUS: INVESTIGATION CLOSED  
-CV074190 INOPERABLE VEHICLES  
APPLIED DATE: May. 29, 2007 STATUS: INVESTIGATION CLOSED  
-CV076525 EXCESSIVE OUTSIDE STORAGE  
APPLIED DATE: Aug. 7, 2007 STATUS: CITATION 1  
-CV079901 SUBSTANDARD STRUCTURE  
APPLIED DATE: Nov. 28, 2007 STATUS: INVESTIGATION  
-CV076565 SECTION 4.3.4  
APPLIED DATE: Aug. 7, 2007 STATUS: INVESTIGATION CLOSED

ENVIRON. HEALTH CASE(S): - NO ENVIRONMENTAL CASES

TAX RATE AREAS:  
- 059-005  
• CORONA NORCO UNIFIED SCHOOL  
• COUNTY FREE LIBRARY  
• COUNTY STRUCTURE FIRE PROTECTION  
• COUNTY WASTE RESOURCE MGMT DIST  
• CSA 152  
• FLOOD CONTROL ADMINISTRATION  
• FLOOD CONTROL ZONE 2  
• GENERAL  
• GENERAL PURPOSE  
• INLAND EMPIRE RCD  
• JURUPA COMMUNITY SERVICES  
• METRO WATER WEST 1302999

- N.W. MOSQUITO & VECTOR CONT DIST
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- RIVERSIDE CITY COMMUNITY COLLEGE
- WESTERN MUNICIPAL WATER

SURFACE MINES:

- NO SURFACE MINES

PALEONTOLOGICAL SENSITIVITY:

- HIGH SENSITIVITY (HIGH A).  
BASED ON GEOLOGIC FORMATIONS OR MAPPABLE ROCK UNITS THAT ARE ROCKS THAT  
CONTAIN FOSSILIZED BODY ELEMENTS, AND TRACE FOSSILS SUCH AS TRACKS, NESTS  
AND EGGS. THESE FOSSILS OCCUR ON OR BELOW THE SURFACE.

COMMUNITY FACILITY DISTRICTS:

- NAME: NOT IN A COMMUNITY FACILITY DISTRICT  
- DISTRICT NUMBER: NOT AVAILABLE

THOMAS BROS. MAPS PAGE/GRID:

- PAGE 712- GRID J3

SPECIAL NOTES:

- NO SPECIAL NOTES

REPORT PRINTED ON...Mon Sep 21 14:15:18 2009





# INVOICE

**Order Number:** 19025 **Order Date:** 4/14/2009

**Customer Information:**

Acct No. 1044

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

Attn: Brent Steele  
REF: CV07-9901 & CV07-6525 / Rosalva Morales  
IN RE: HOANG, KEVIN

Product and/or Service ordered for Property known as:	
14545 Chandler Street Corona, CA 92880	
<b>DESCRIPTION:</b>	<b>FEE:</b>
Lot Book Report	\$120.00
<b>TOTAL DUE:</b>	<b>\$120.00</b>

Payment due upon receipt. Please remit to:

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

EXHIBIT NO.     C



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

## Lot Book Report

Order Number: **19025**

**Customer:**

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

Order Date: 4/14/2009  
 Dated as of: 4/8/2009  
 County Name: Riverside

Attn: Brent Steele  
 Reference: CV07-9901 & CV07-6525 / Rosalva Morales  
 IN RE: HOANG, KEVIN

FEE(s):  
 Report: \$120.00

Property Address: 14545 Chandler Street  
 Corona CA 92880

Assessor's Parcel No. : 144-120-009-1

**Assessments:**

Land Value:	\$153,000.00
Improvement Value:	\$153,000.00
Exemption Value:	\$0.00
Total Value:	\$306,000.00

## Tax Information

Property Taxes for the Fiscal Year	2008-2009
First Installment	\$1,625.08
Penalty	\$0.00
Status	PAID (PAID THRU 01/31/2009)
Second Installment	\$1,625.08
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2009)

Supplemental Property Tax Assessment for the	
Fiscal Year	2007
Bill Number	052613524-0



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

Order Number: 19025  
Reference: CV07-9901 & CV0

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First Installment	\$814.20
Penalty	\$81.42
Due Date	02/29/2008
Status	NOT PAID-DELINQUENT
Second Installment	\$814.20
Penalty	\$101.42
Due Date	06/30/2008
Status	NOT PAID-DELINQUENT

## Property Vesting

The last recorded document transferring title of said property

Dated	06/20/2007
Recorded	06/29/2007
Document No.	2007-0428470
D.T.T.	\$330.00
Grantor	Loi Van Nguyen, a single man
Grantee	Kevin Hoang, a married man as his sole and separate property

## Deeds of Trust

Position No.	1st
A Deed of Trust Dated	06/15/2007
Recorded	06/29/2007
Document No.	2007-0428471
Amount	\$240,000.00
Trustor	Kevin Hoang, a married man as sole and separate property
Trustee	Ticor Title Company
Beneficiary	JPMorgan Chase Bank, N. A.



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

Order Number: 19025  
Reference: CV07-9901 & CV0

## Additional Information

Notice of Non-Compliance filed by	County of Riverside Department of Code Enforcement
In the matter of the property of	Kevin Hoang
Case No.	CV07-9901
Recorded	01/11/2008
Document No.	2008-0017567

Notice of Non-Compliance filed by	County of Riverside Department of Code Enforcement
In the matter of the property of	Kevin Hoang
Case No.	CV07-6525
Recorded	01/11/2008
Document No.	2008-0017577

Abstract of Judgment Filed in the	Superior Court of California, County of Orange, Central Justice Center
Case No.	05CC04272
Recorded	08/14/2007
Document No.	2007-0522692
Amount	\$6,928.00
Debtor	Bui Huy Hoang aka Kevin Hoang
Creditor	Frieda R. Butler, c/o Michael K. Wolder

## Legal Description

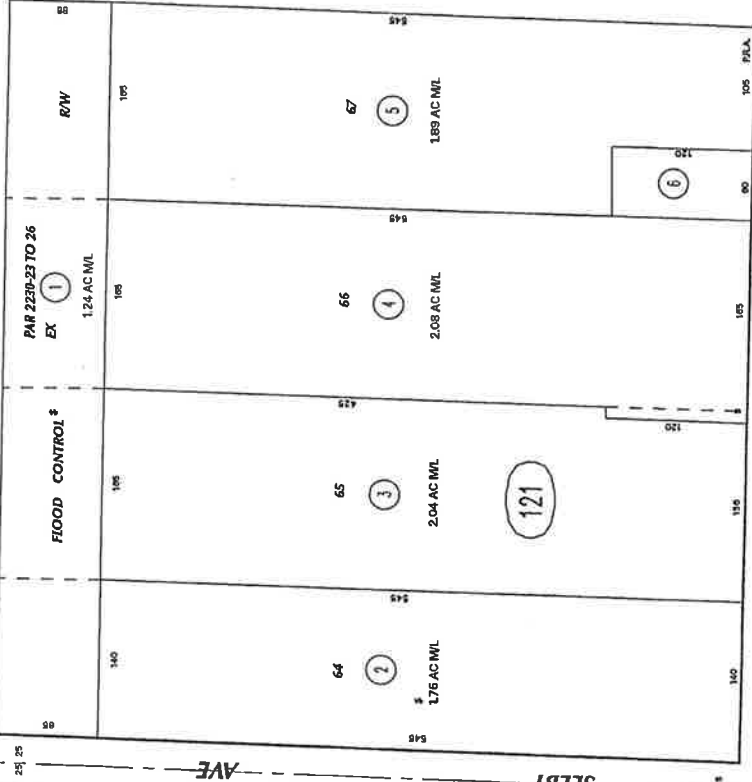
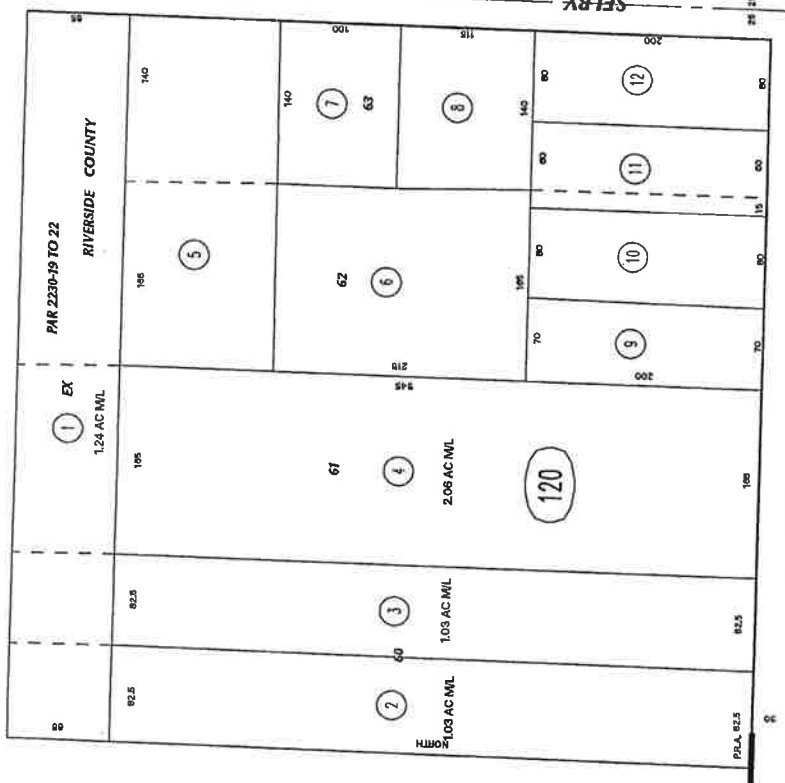
THE LAND REFERRED TO IN THIS REPORT IS LOCATED IN AND IS DESCRIBED AS FOLLOWS:

THE WESTERLY RECTANGULAR 70 FEET OF THE SOUTHERLY 200 FEET OF LOT 62 OF TRACT PERSIMMON REPUBLIC ACRES, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12, PAGE 98, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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



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SELBY AVE

CHANDLER

ST

130  
02

DATA: 85 97/84

ASSESSOR'S MAP BK144 PG.12  
Riverside County, Calif.

MB 12/12-98 PERSIMMAN REPUBLIC ACRES

Nov 2003

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13

RECORDING REQUESTED

TICOR TITLE

TUSTIN-ORANGE CO. BRANCH  
RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:  
KEVIN HOANG  
2939 ARBORIDGE CT.  
FULLERTON, CA 92835

D. # 2007-0428470

06/29/2007 08:00A Fee:10.00

Page 1 of 2 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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A.P.N.: 144-120-009-1 TRA #: 004

Order No.: 892781-12

Escrow No.: 10609-AN

GRANT DEED

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THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY \$330.00  
 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 CORONA, and

FOR A VALUABLE CONSIDERATION, Receipt of which is hereby acknowledged,  
LOI VAN NGUYEN, a Single Man

hereby GRANT(S) to KEVIN HOANG, a Married Man As His Sole and Separate Property

the following described property in the City of CORONA, County of RIVERSIDE State of California;

Lot 62 of Tract , in the City of CORONA, County of RIVERSIDE, as per map recorded in Book 12, Page(s) 98, of  
Miscellaneous Maps, in the Office of the County Recorder of said County.

LOI VAN NGUYEN

Document Date: June 20, 2007

STATE OF CALIFORNIA )  
COUNTY OF ORANGE )  
On June 20, 2007 before me, Minh Tam Vu, notary public  
personally appeared Loi Van Nguyen

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 Minh Tam Vu

This area for official notarial seal.



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

**EXHIBIT "A"**

THE WESTERLY RECTANGULAR 70 FEET OF THE SOUTHERLY 200 FEET OF LOT 62 OF TRACT PERSIMMON  
REPUBLIC ACRES, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12  
PAGE 98 OF MAPS, IN THE JURUPA RANCHO COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

**RECORDING REQUEST BY  
TICOR TITLE  
TUSTIN-ORANGE CO. BRANCH**

Recording Requested By:

Return To:  
JPMorgan Chase Custody Services  
P.O. Box 8000  
Monroe, LA 71211

DOC # 2007-0428471  
06/29/2007 08:00A Fee:66.00  
Page 1 of 20  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



Prepared By:

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892781-12

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**DEED OF TRUST**

66

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044

**DEFINITIONS**

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

(A) "Security Instrument" means this document, which is dated June 15, 2007 together with all Riders to this document.

(B) "Borrower" is Kevin Hoang, a married man as sole & separate property

Borrower's address is 2939 Arboridge Ct Fullerton, CA 92835

. Borrower is the trustor under this Security Instrument.

(C) "Lender" is JPMorgan Chase Bank, N.A. Lender is a national banking association organized and existing under the laws of the United States of America

1769147646

CALIFORNIA Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3005 1/01

VMP -6(CA) (0207)

Page 1 of 15

Initials: *[Signature]*

VMP MORTGAGE FORMS - (800)521-7291



Public Record



Lender's address is  
1111 Polaris Parkway, Columbus, OH 43240  
Lender is the beneficiary under this Security Instrument.  
(D) "Trustee" is Ticor Title Company

(E) "Note" means the promissory note signed by Borrower and dated June 15, 2007  
The Note states that Borrower owes Lender  
Two hundred forty thousand and 00/100 Dollars  
(U.S. \$ 240,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic  
Payments and to pay the debt in full not later than July 1, 2037

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**TRANSFER OF RIGHTS IN THE PROPERTY**

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

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

See attached Schedule A

Parcel ID Number: 1441200091  
14545 Chandler St  
Corona  
("Property Address"):

which currently has the address of  
[Street]  
[City], California 92880 [Zip Code]

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

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


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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. 1769147646

MP-6(CA) (0207)

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Initials: 

Form 3005 1/01

currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be

in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

1769147646

 -6(CA) (0207)

Page 5 of 15

Initials: 

Form 3005 1/01

Public Record

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

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

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender

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

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

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

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

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

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.



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

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

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

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

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

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

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

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

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requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

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

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

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

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

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

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

**23. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

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

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

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Initials: 

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

Witnesses:

\_\_\_\_\_  \_\_\_\_\_ (Seal)  
Kevin Hoang -Borrower

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

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

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

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

State of California  
County of *Orange*

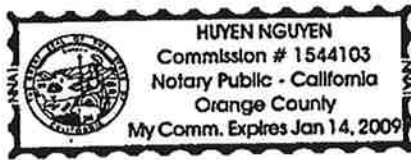
On *June 19, 2007*

before me, *Huyen Nguyen* ss. *Huyen Nguyen, Notary Public*  
personally appeared

Kevin Hoang

(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) <sup>personally known to me</sup> 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.



*Huyen Nguyen* (Seal)

1769147646

8(CA) (0207)

Page 15 of 15

Initials: *HN*

Form 3005 1/01

## 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 15th day of June, 2007 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to JPMorgan Chase Bank, N.A.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:  
14545 Chandler St  
Corona, CA 92880

Property Address

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the property described in the Security Instrument, the following items now or hereafter attached to the property to the extent they are fixtures are added to the property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached

floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 19 is deleted.

**F. BORROWER'S OCCUPANCY.** With regard to non-owner occupied investment properties, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. For all properties, all remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request, after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this Paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However,



Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Paragraph 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.


If the Rents of the Property are not sufficient to cover the cost of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 9.

Borrower represents and warrants that 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.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. 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 all the sums secured by the Security Instrument are paid in full.

**I. CROSS-DEFAULTPROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

  
Kevin Hoang \_\_\_\_\_ Date 6-19-07 Applicant \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Applicant Date

\_\_\_\_\_  
Applicant Date

**EXHIBIT "A"**

THE WESTERLY RECTANGULAR 70 FEET OF THE SOUTHERLY 200 FEET OF LOT 62 OF TRACT PERSIMMON  
REPUBLIC ACRES, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12  
PAGE 98 OF MAPS, IN THE JURUPA RANCHO COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

When recorded please mail to:  
2135

DOC # 2008-0017567

01/11/2008 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



**NOTICE OF NONCOMPLIANCE**

*062*  
**M**  
062

In the matter of the Property of )  
KEVIN HOANG )

Case No. CV07-9901

**NOTICE IS HEREBY GIVEN** to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 457, (RCC Title 15.16) described as SUBSTANDARD STRUCTURE. Such Proceedings are based upon the noncompliance of such real property, located at 14545 CHANDLER ST, CORONA, CA, and more particularly described as Assessor's Parcel Number 144-120-009 and having a legal description of LOT/PARCEL 62, BLOCK NOT AVAILABLE, POR, PERSIMMON REPUBLIC ACRES, T2SR7W SEC 34, MB 12/98, Records of Riverside County, with the requirements of Ordinance No. 457 (RCC Title 15.16).

The owner has been advised to immediately correct the above-referenced violations to avoid further action by the County of Riverside which may include demolition, removal, razing, etc., to abate the public nuisance. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 5317 Mission Blvd., Riverside, CA 92509, Attention Code Enforcement Officer D. PAYNE (951) 275-8739.

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

COUNTY OF RIVERSIDE  
DEPARTMENT OF CODE ENFORCEMENT

By *James Palmer*  
James Palmer  
Code Enforcement Department

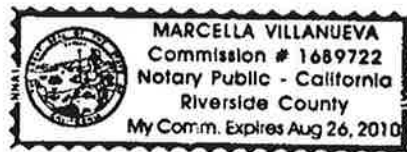
**ACKNOWLEDGMENT**

State of California )  
County of Riverside )

On 12/17/07 before me, Marcella Villanueva, Notary Public, personally appeared James Palmer, 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.

*Marcella Villanueva*



When recorded please mail to:  
2135

DOC # 2008-0017577

01/11/2008 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



**NOTICE OF NONCOMPLIANCE**

*002*

In the matter of the Property of )  
KEVIN HOANG )

Case No. CV07-6525

**NOTICE IS HEREBY GIVEN** to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No.348, (RCC Title RCC #17.172.205 & 17.120.010) described as PROHIBITED FENCING & EXCESSIVE OUTDOOR STORAGE. Such Proceedings are based upon the noncompliance of such real property, located at 14545 CHANDLER ST., CORONA, CA, and more particularly described as Assessor's Parcel Number 144-120-009 and having a legal description of LOT/PARCEL 62, BLOCK NOT AVAILABLE POR, PERSIMMON REPUBLIC ACRES, MB 12/98. Records of Riverside County, with the requirements of Ordinance No. 348 (RCC Title RCC #17.172.205 & 17.120.010).

The owner has been advised to immediately correct the above-referenced violations to avoid further action by the County of Riverside which may include demolition, removal, razing, etc., to abate the public nuisance. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 5317 Mission Blvd., Riverside, CA 92509, Attention Code Enforcement Officer D. PAYNE (951) 275-8739.

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

COUNTY OF RIVERSIDE  
DEPARTMENT OF CODE ENFORCEMENT

By *James Palmer*  
James Palmer  
Code Enforcement Department

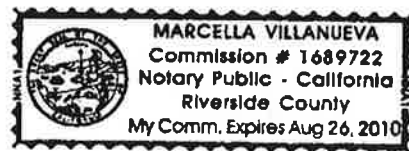
**ACKNOWLEDGMENT**

State of California )  
County of Riverside )

On 12/17/07 before me, Marcella Villanueva , Notary Public, personally appeared James Palmer, 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.

*Marcella Villanueva*



EJ-001

DOC # 2007-0522692

08/14/2007 08:00A Fee:15.00

Page 1 of 2

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number):

Recording requested by and return to: Michael K. Wolder  
Michael K. Wolder, Esq., SBN 14482  
PISTONE & WOLDER, LLP  
2020 Main Street  
Suite 900  
Irvine, CA 92614  
(949) 622-8980

ATTORNEY FOR  JUDGMENT CREDITOR  ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE  
STREET ADDRESS: 700 Civic Center Drive W.  
MAILING ADDRESS: Santa Ana, CA 92701  
CITY AND ZIP CODE:  
BRANCH NAME: CENTRAL JUSTICE CENTER

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NOTICE SENT

PLAINTIFF: FRIEDA R. BUTLER, an individual

CASE NUMBER

DEFENDANT: PACIFIC PREMIER BANKCORP, INC. As a  
Successor in Interest to LIFE BANK, FRANK KEIL, ET AL.

05CC04272

**ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS**  Amended

FOR COURT USE ONLY

1. The  judgment creditor  assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address

BUI HUY HOANG aka KEVIN HOANG  
16657 Mockingbird Lane  
Queen Creek, AZ 85242

b. Driver's license No. and state:

Unknown

c. Social security No.:

Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): BUI HUY HOANG  
550 E. McKellips Road, #2148, Mesa, AZ 85203

2.  Information on additional judgment debtors is shown on page 2.

4.  Information on additional judgment creditors is shown on page 2.

3. Judgment creditor (name and address):

FRIEDA R. BUTLER, c/o Michael K. Wolder,  
2020 Main Street, Ste.900, Irvine, CA 92614

5.  Original abstract recorded in this county:

a. Date:

b. Instrument No.:

Date: August 7, 2007

Michael K. Wolder

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:  
\$ 6,928

10.  An  execution lien  attachment lien is endorsed on the judgment as follows:

a. Amount: \$

b. In favor of (name and address):

7. All judgment creditors and debtors are listed on this abstract.

8. a. Judgment entered on (date): 07/24/07

b. Renewal entered on (date):

9.  This judgment is an installment judgment.

11. A stay of enforcement has

a.  not been ordered by the court.

b.  been ordered by the court effective until (date):

12. a.  I certify that this is a true and correct abstract of the judgment entered in this action.

b.  A certified copy of the judgment is attached.

Clerk, by ALAN SLATER

MAARIT NORDMAN, Deputy



This abstract issued on (date):  
AUG 08 2007

Form Adopted for Mandatory Use  
Judicial Council of California  
EJ-001 [Rev. January 1, 2006]

**ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS**

Legal Solutions & Plus

Page 1 of 2  
Code of Civil Procedure, §§ 488.480, 674, 700.180

Public Record

PLAINTIFF: FRIEDA R. BUTLER, an individual	CASE NUMBER:
DEFENDANT: PACIFIC PREMIER BANKCORP, INC. As a Successor in Interest to LIFE BANK, FRANK KEIL, ET A	05CC04272

**NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:**

13. Judgment creditor (name and address): 14. Judgment creditor (name and address):

15.  Continued on Attachment 15.

**INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:**

<p>16. Name and last known address</p> <p>_____</p> <p>_____</p> <p>Driver's license No. &amp; state: <input type="checkbox"/> Unknown</p> <p>Social security No.: <input type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (address):</p>	<p>17. Name and last known address</p> <p>_____</p> <p>_____</p> <p>Driver's license No. &amp; state: <input type="checkbox"/> Unknown</p> <p>Social security No.: <input type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (address):</p>
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<p>18. Name and last known address</p> <p>_____</p> <p>_____</p> <p>Driver's license No. &amp; state: <input type="checkbox"/> Unknown</p> <p>Social security No.: <input type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (address):</p>	<p>19. Name and last known address</p> <p>_____</p> <p>_____</p> <p>Driver's license No. &amp; state: <input type="checkbox"/> Unknown</p> <p>Social security No.: <input type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (address):</p>
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<p>20. Name and last known address</p> <p>_____</p> <p>_____</p> <p>Driver's license No. &amp; state: <input type="checkbox"/> Unknown</p> <p>Social security No.: <input type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (address):</p>	<p>21. Name and last known address</p> <p>_____</p> <p>_____</p> <p>Driver's license No. &amp; state: <input type="checkbox"/> Unknown</p> <p>Social security No.: <input type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (address):</p>
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22.  Continued on Attachment 22.

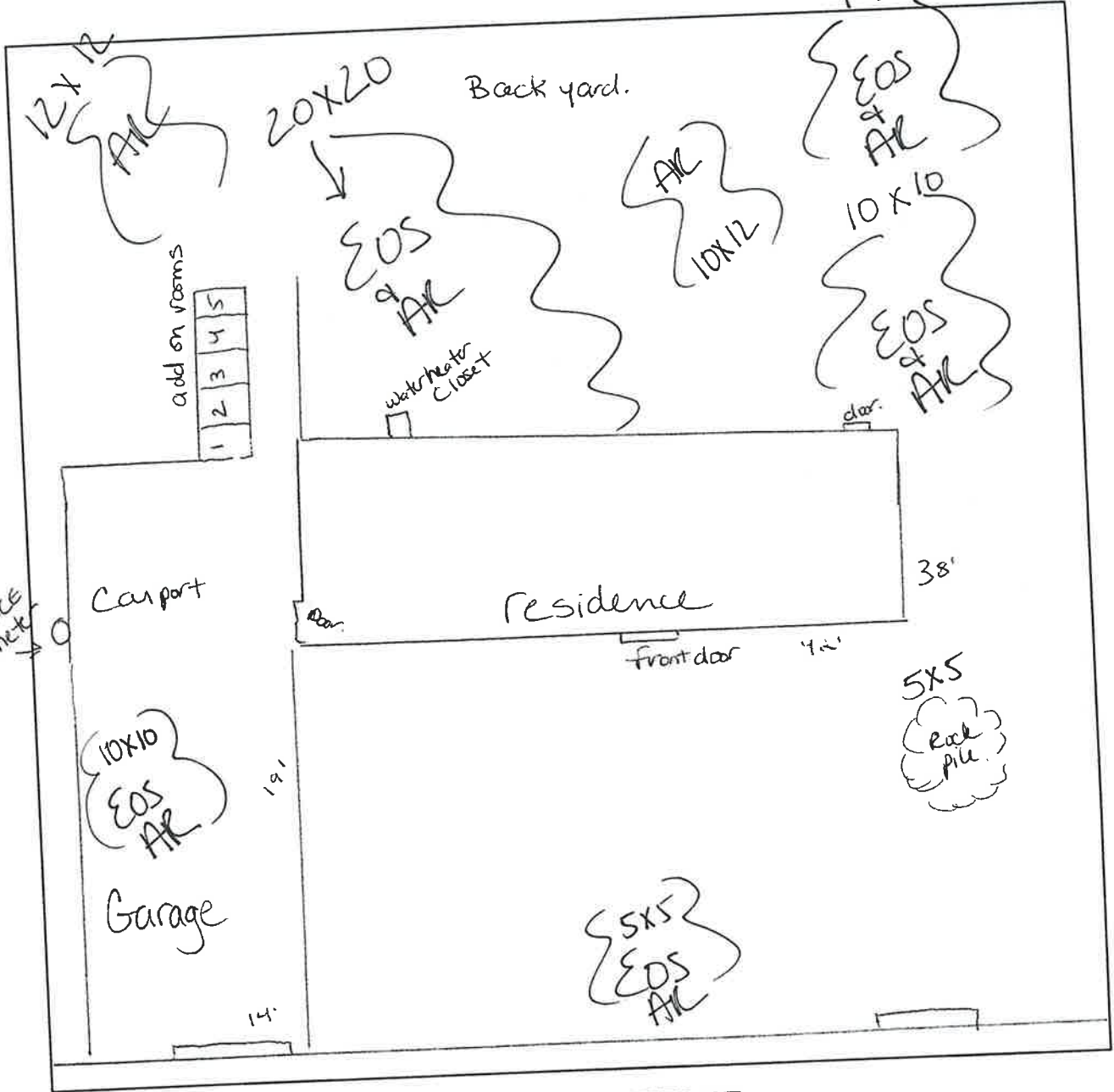
CASES: VU1441 PROPERTY SITUS: 1-10-13  
A.P.N.: 144-120-009 DRAWN ON (date) 120607 DRAWN BY: J Payne

Provide North Arrow

REAR PROPERTY LINE

n

10x12



SIDE PROPERTY LINE

SIDE PROPERTY LINE

FRONT PROPERTY LINE

NOT TO SCALE

Chandler ST./AV./DR

Total Combined  
AC + EOS  
1,034

EXHIBIT NO. D