

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

107B



FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
January 13, 2010

SUBJECT: Abatement of Public Nuisance [Accumulation of Rubbish];
Case No.: CV 09-05568 (THOMAS)
Subject Property: 21200 Old Elsinore Road, Perris; APN: 322-150-015
District One

RECOMMENDED MOTION: Move that:

- (1) The accumulation of rubbish on the real property located at 21200 Old Elsinore Road, Perris, Riverside County, California, APN: 322-150-015, be declared a public nuisance and a violation of Riverside County Ordinance No. 541 which does not permit the accumulation of rubbish on the property.
- (2) Owner Winifred Renee Thomas, or whoever has possession and control of the subject real property, be directed to abate the accumulation of rubbish on the property by removing and disposing of the same from the real property within ninety (90) days.

[Signature]

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

(Continued)

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

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

C.E.O. RECOMMENDATION:

APPROVE

BY: *Alex Gann*

Alex Gann

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Ashley 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 23, 2010

xc: Co. Co., CED, Prop. Owner, Sheriff

Kecia Harper-Ihem

Clerk of the Board

By: *[Signature]*

Deputy

Prev. Agn. Ref.: _____ District: 5 Agenda Number: _____

9.5

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Dept's Recomm.: Consent Policy X
 Per Exec. Ofc.: Consent Policy X

- (3) If the owner or whoever has possession or control of the real property does not take the above described action within ninety (90) days of the date of the Board's Order to Abate, that representatives of the Code Enforcement Department, Sheriff's Department, and/or a contractor, upon consent of the owner or receipt of a Court Order authorizing entry onto the real property, when necessary under applicable law, shall abate the accumulation of rubbish by removing and disposing of the same from the real property.
- (4) The reasonable cost of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Riverside County Ordinance No. 725.
- (5) County Counsel be directed to prepare the necessary Findings of Facts and Conclusions that the accumulation of rubbish on the real property is declared to be in violation of Riverside County Ordinance No. 541, and a public nuisance, and further, to prepare an Order to Abate for approval by the Board.

JUSTIFICATION:

1. An initial inspection was made of the subject real property by the Code Enforcement Officers on July 28, 2009. The inspection revealed the accumulation of rubbish on the subject property in violation of Riverside County Ordinance No. 541. The rubbish consisted of, but was not limited to: scrap wood, cement blocks, brick, concrete, trash, and debris from the demolition material from a substandard structure.
2. Subsequent inspections of the above-described real property on August 31, 2009 and January 12, 2010 revealed the property continues to be in violation of Riverside County Ordinance No. 541.
3. Staff and the Code Enforcement Department have complied with the requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for the removal of accumulated rubbish.

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



9.5

9:30 a.m. being the time set for public hearing on the recommendation from County Counsel/Code Enforcement regarding the Abatement of Public Nuisance [Accumulation of Rubbish] Case No. CV 09-05568, located at 21200 Old Elsinore Road, Perris, 5th District.

Jonathan Holub, Deputy County Counsel presented the matter.

On motion of Supervisor Stone, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is continued to Tuesday, March 23, 2010 at 9:30 a.m.

Roll Call:

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

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on January 26, 2010 of Supervisors Minutes.

(seal) WITNESS my hand and the seal of the Board of Supervisors
Dated: January 26, 2010
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

By: [Signature] Deputy

AGENDA NO.
9.5

xc: Co. Co., CED, Prop. Owner, CØB

**BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE**

IN RE ABATEMENT OF PUBLIC NUISANCE
[ACCUMULATION OF RUBBISH] APN: 322-
150-015, 21200 OLD ELSINORE ROAD,
PERRIS, COUNTY OF RIVERSIDE, STATE OF
CALIFORNIA; WINIFRED RENEE THOMAS,
OWNER.

) CASE NO. CV 09-05568
)
) DECLARATION OF CODE
) ENFORCEMENT OFFICER
) JEREMY WAGNER
)
) [R.C.O. No. 541 (RCC Title 8.120)]
)
)
)

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

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

2. On July 28, 2009, I conducted an initial inspection of the real property described as 21200 Old Elsinore Road, Perris, Riverside County, California and further described as Assessor's Parcel Number 322-150-015 (hereinafter referred to as "THE PROPERTY"). A true and correct copy of a Thomas Brothers map indicating the location of THE PROPERTY is attached hereto as Exhibit "A" and incorporated herein by reference.

3. A review of County records and documents disclosed that THE PROPERTY was owned by Winifred Thomas (hereinafter referred to as the "OWNER"). Certified copies of the County Equalized Assessment Roll for the year 2009-20010 and County Geographic Information System ("GIS") report is attached hereto as Exhibit "B" and incorporated herein by reference.

4. Based on the Lot Book Report from RZ Title Service on July 15, 2009, it is determined that additional parties may potentially hold a legal interest in THE PROPERTY, to wit: Corissa Cooks, Daisey Bennett, Daisy Bennett, Greenpoint Mortgage Funding, Inc., Recontrust Company, Mortgage Electronic Registration Systems, Inc./BAC Home Loans Servicing, LP, and National City Bank (hereinafter collectively referred to as "INTERESTED PARTIES"). True and correct copies of the Lot Book Report is attached hereto as Exhibit "C" and incorporated herein by this reference.

1 5. On July 28, 2009, I conducted an initial inspection of THE PROPERTY, accompanied by
2 Code Enforcement Officer Tom McMullen. I made contact with Corrisa Cooks, who gave us permission
3 to inspect the rubbish on the property. Officer McMullen and I walked to the area of debris where a
4 substandard structure had been demolished earlier. I observed accumulation of rubbish throughout THE
5 PROPERTY consisting of but not limited to: scrap wood, cement blocks, brick, concrete, trash, and debris
6 from the demolition material from a substandard structure. Officer McMullen took measurements of the
7 areas using the pacing method while I took photographs. The following is a summary of the measured
8 areas.

9 (a) Area #1 measured forty-two (42) feet by sixty (60) feet, totaling two thousand five
10 hundred twenty (2,520) square feet.

11 (b) Area #2 measured forty (40) feet by one hundred twenty (120) feet, totaling four
12 thousand eight hundred (4,800) square feet.

13 Based on my training and experience, I determined that the amount of accumulated rubbish
14 on THE PROPERTY totaled seven thousand three hundred twenty (7,320) square feet. I posted a Notice
15 of Violation on THE PROPERTY.

16 6. As a result of the accumulation of rubbish, THE PROPERTY constitutes a public nuisance in
17 violation of the provisions set forth in Riverside County Ordinance No. 541, as codified in Riverside
18 County Code Title 8.120.

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

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

23 9. On July 28, 2009, I personally served a Notice of Violation to Corissa Cooks, who
24 represented herself as the owner of THE PROPERTY.

25 10. On September, 4, 2009, a Notice of Violation was mailed to OWNER and INTERESTED
26 PARTIES by certified mail with return receipt requested.

27 11. On August 31, 2009, I conducted a follow-up inspection of THE PROPERTY. I observed
28 the parcel was mostly unchanged and remained in violation of Riverside County Ordinance No. 541.

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

4 13. A Notice of Noncompliance regarding the accumulation of rubbish was recorded in the
5 Office of the Assessor, County Clerk & Recorder, County of Riverside, State of California, in September
6 2009, as Instrument Number 2009-0488824. A true and correct copy of the notice is attached hereto and
7 incorporated herein by reference as Exhibit "F".

8 14. On December 30, 2009, the second notice, "Notice to Abate Public Nuisance" providing
9 notification of the Board of Supervisors' hearing scheduled for January 26, 2010, was mailed to OWNER
10 and INTERESTED PARTIES by certified mail, return receipt requested and on January 12, 2010, was
11 posted on THE PROPERTY. True and correct copies of the notice and supporting documentation are
12 attached hereto as Exhibit "G" and incorporated herein by reference.

13 15. A follow-up inspection on January 12, 2010, revealed that THE PROPERTY remains in
14 violation.

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

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

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

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

27 (c) in the event the rubbish is not removed and disposed of according to the above
28 referenced ninety (90) day time period in strict accordance with all Riverside County Ordinances,

CODE ENFORCEMENT

Fax:951-245-3205

Jan 12 2010 15:06

P.03


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including but not limited to Riverside County Ordinance No. 541 (RCC Chapter 8.120), the rubbish shall be abated by representatives of the Riverside County Code Enforcement Department, a contractor or the Sheriff's Department; and

(d) 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. 541 (RCC Title 8.120) and 725 (RCC Title 1).

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

Executed this 12TH day of JANUARY 2009, at Riverside, California.

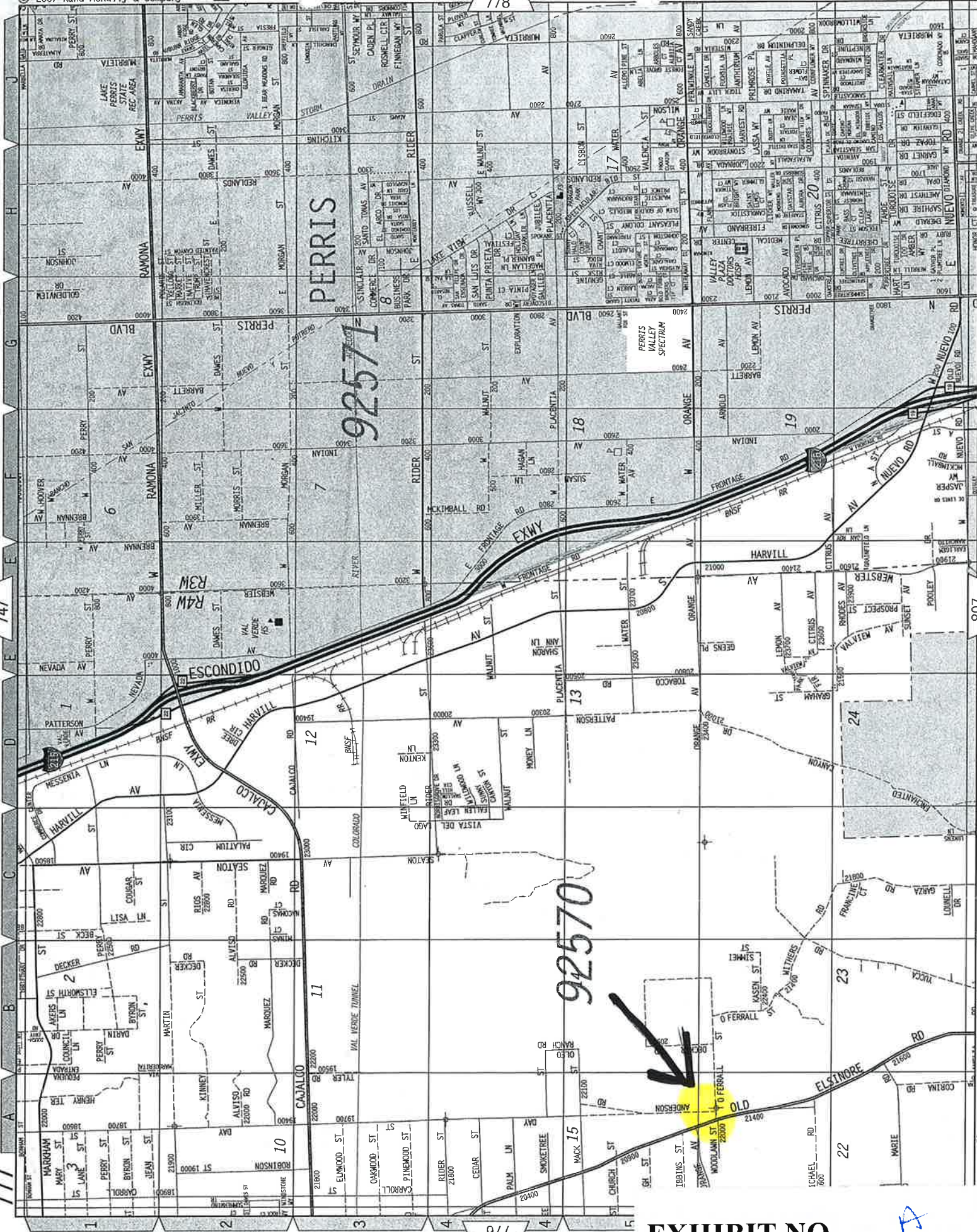


JEREMY WAGNER
Code Enforcement Officer
Code Enforcement Department

EXHIBIT NO.

A

RIVERSIDE CO.



92571

92570



ANDERSON

FERRALL

OLD

22000

21400

21000

20600

20200

19800

19400

19000

18600

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17400

17000

16600

16200

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Assessment Roll For the 2009-2010 Tax Year as of January 1,2009

Assessment #322150015-1		Parcel # 322150015-1	
Assessee:	THOMAS WINIFRED RENEE	Land	138,010
Mail Address:	21200 OLD ELSINORE RD PERRIS CA 92570	Structure	193,213
Real Property Use Code:	R1	Full Value	331,223
Base Year	2005	Total Net	331,223
Conveyance Number:	0082424		
Conveyance (mm/yy):	2/2004		
PUI:	R010012		
TRA:	98-001		
Taxability Code:	0-00		
ID Data:	Lot 51 RS 030/055		
Situs Address:	21200 OLD ELSINORE RD PERRIS CA 92570		

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

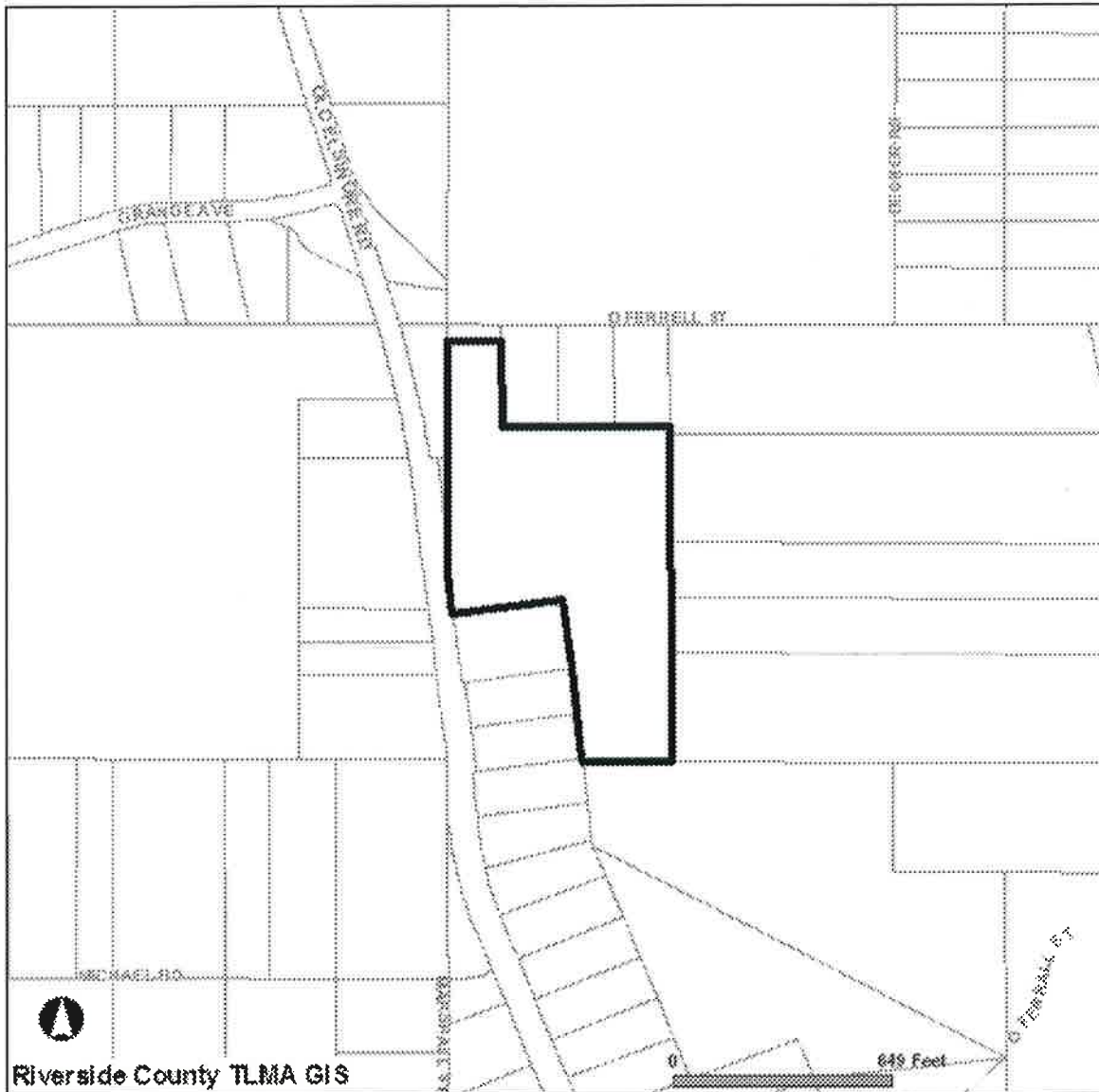
NOV 03 2009

Dated: _____



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

RIVERSIDE COUNTY GIS



Selected parcel(s):
322-150-015

IMPORTANT

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

STANDARD REPORT

APNs

322-150-015-1

OWNER NAME / ADDRESS

WINIFRED RENEE THOMAS
21200 OLD ELSINORE RD
PERRIS, CA. 92570

MAILING ADDRESS

(SEE OWNER)
21200 OLD ELSINORE RD

PERRIS CA.. 92570

LEGAL DESCRIPTION

RECORDED BOOK/PAGE: RS 30/55
SUBDIVISION NAME: NOT AVAILABLE
LOT/PARCEL: 51, BLOCK: NOT AVAILABLE
, Por. TRACT NUMBER: NOT AVAILABLE

LOT SIZE

RECORDED LOT SIZE IS 12.36 ACRES

PROPERTY CHARACTERISTICS

WOOD FRAME, 2160 SQFT., 4 BDRM/ 1.75 BATH, 1 STORY, ATTACHED GARAGE(480 SQ. FT), CONST'D 1959 COMPOSITION, ROOF

THOMAS BROS. MAPS PAGE/GRID

PAGE: 777 GRID: A6

CITY BOUNDARY/SPHERE

NOT WITHIN A CITY
CITY SPHERE: PERRIS
NO ANNEXATION DATE AVAILABLE
NO LAFCO CASE # AVAILABLE
NO PROPOSALS

MARCH JOINT POWERS AUTHORITY

NOT IN THE MARCH JOINT POWERS AUTHORITY

INDIAN TRIBAL LAND

NOT IN A TRIBAL LAND

SUPERVISORIAL DISTRICT (ORD. 813)

BOB BUSTER, DISTRICT 1

TOWNSHIP/RANGE

T4SR4W SEC 23

ELEVATION RANGE

1740/1784 FEET

PREVIOUS APN

322-150-012

PLANNING

LAND USE DESIGNATIONS

Zoning not consistent with the General Plan.
RC-VLDR

AREA PLAN (RCIP)

MEAD VALLEY

GENERAL PLAN POLICY OVERLAYS

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

GENERAL PLAN POLICY AREAS

NONE

ZONING CLASSIFICATIONS (ORD. 348)

A-1-1 (CZ 6312)

SPECIFIC PLANS

NOT WITHIN A SPECIFIC PLAN

ZONING OVERLAYS
NOT IN A ZONING OVERLAY

AGRICULTURAL PRESERVE
NOT IN AN AGRICULTURE PRESERVE

REDEVELOPMENT AREAS
NOT IN A REDEVELOPMENT AREA

AIRPORT INFLUENCE AREAS
MARCH AIR RESERVE BASE

AIRPORT COMPATIBILITY ZONES
NOT IN AN AIRPORT COMPATIBILITY ZONE

ENVIRONMENTAL

CVMSHCP (COACHELLA VALLEY MULTI-SPECIES HABITAT CONSERVATION PLAN) CONSERVATION AREA
NOT IN A CONSERVATION AREA

CVMSHCP FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREAS
NOT IN A FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREA

WRMSHCP (WESTERN RIVERSIDE COUNTY MULTI-SPECIES HABITAT CONSERVATION PLAN) CELL GROUP
NOT IN A CELL GROUP

WRMSHCP CELL NUMBER
NOT IN A CELL

HANS/ERP (HABITAT ACQUISITION AND NEGOTIATION STRATEGY/EXPEDITED REVIEW PROCESS)
NONE

FIRE

HIGH FIRE AREA (ORD. 787)
NOT IN A HIGH FIRE AREA

FIRE RESPONSIBILITY AREAS
STATE RESPONSE AREA

DEVELOPMENT FEES

CVMSHCP FEE AREA (ORD. 875)
NOT WITHIN THE COACHELLA VALLEY MSHCP FEE AREA

WRMSHCP FEE AREA (ORD. 810)
IN OR PARTIALLY WITHIN THE WESTERN RIVERSIDE MSHCP FEE AREA. SEE MAP FOR MORE INFORMATION.

ROAD & BRIDGE DISTRICT
NOT IN A DISTRICT

EASTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 673)
NOT WITHIN THE EASTERN TUMF FEE AREA

WESTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 824)
IN OR PARTIALLY WITHIN THESE FEE AREAS. SEE MAP FOR MORE INFORMATION.
CENTRAL

DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)
MEAD VALLEY

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

DEVELOPMENT AGREEMENTS
NOT IN A DEVELOPMENT AGREEMENT AREA

TRANSPORTATION

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

ROAD BOOK PAGE
61

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

HYDROLOGY

FLOOD PLAIN REVIEW
NOT REQUIRED.

WATER DISTRICT
EMWD

FLOOD CONTROL DISTRICT
RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

WATERSHED
SAN JACINTO VALLEY

GEOLOGIC

FAULT ZONE
NOT IN A FAULT ZONE

FAULTS
NOT WITHIN A 1/2 MILE OF A FAULT

LIQUEFACTION POTENTIAL
NO POTENTIAL FOR LIQUEFACTION EXISTS

SUBSIDENCE
NOT IN A SUBSIDENCE AREA

PALEONTOLOGICAL SENSITIVITY
LOW POTENTIAL.
FOLLOWING A LITERATURE SEARCH, RECORDS CHECK AND A FIELD SURVEY, AREAS MAY BE DETERMINED BY A QUALIFIED VERTEBRATE PALEONTOLOGIST AS HAVING LOW POTENTIAL FOR CONTAINING SIGNIFICANT PALEONTOLOGICAL RESOURCES SUBJECT TO ADVERSE IMPACTS.

MISCELLANEOUS

SCHOOL DISTRICT

VAL VERDE UNIFIED

COMMUNITIES

MEAD VALLEY

COUNTY SERVICE AREA

IN OR PARTIALLY WITHIN
MEAD VALLEY #117 -
STREET LIGHTING

LIGHTING (ORD. 655)

ZONE B, 39.37 MILES FROM MT. PALOMAR OBSERVATORY

2000 CENSUS TRACT

042904

TAX RATE AREAS

098-001

- COUNTY FREE LIBRARY
- COUNTY SERVICES AREA 117
- COUNTY STRUCTURE FIRE PROTECTION
- COUNTY WASTE RESOURCE MGMT DIST
- CSA 152
- EASTERN MUNICIPAL WATER
- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZONE 4
- GENERAL
- GENERAL PURPOSE
- METRO WATER EAST 1301999
- PERRIS AREA ELEM SCHOOL FUND
- PERRIS JR HIGH AREA FUND
- PERRIS VALLEY CEMETERY
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- RIVERSIDE CITY COMMUNITY COLLEGE
- SAN JACINTO BASIN RESOURCE CONS
- VAL VERDE UNIF
- WATER

SPECIAL NOTES

NO SPECIAL NOTES

CODE COMPLAINTS

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

REPORT PRINTED ON...Mon Oct 19 13:03:10 2009



INVOICE

Order Number: 19345 **Order Date:** 7/15/2009

Customer Information:

Acct No. 1044

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

Attn: Brent Steele
REF: CV08-08784 / Amanda Ricks
IN RE: THOMAS, WINIFRED RENEE

Product and/or Service ordered for Property known as:	
21200 Old Elsinore Rd. Perris, CA 92570	
DESCRIPTION:	FEE:
Lot Book Report	\$120.00
TOTAL DUE:	\$120.00

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: **19345**

Customer:

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

Attn: Brent Steele
Reference: CV08-08784 / Amanda Ricks
IN RE: THOMAS, WINIFRED RENEE

Order Date: 7/15/2009
Dated as of: 7/13/2009
County Name: Riverside

FEE(s):
Report: \$120.00

Property Address: 21200 Old Elsinore Rd.
Perris CA 92570

Assessor's Parcel No. : 322-150-015-1

Assessments:

Land Value:	\$135,304.00
Improvement Value:	\$189,425.00
Exemption Value:	\$0.00
Total Value:	\$324,729.00

Tax Information

Property Taxes for the Fiscal Year	2008-2009
Total Annual Tax	\$3,688.28
Status: Paid through	06/30/2009

Property Vesting

The last recorded document transferring title of said property

Dated	01/09/2004
Recorded	01/30/2004



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

Order Number: 19345
Reference: CV08-08784 / Am

Document No.	2004-0071525
D.T.T.	\$330.00
Grantor	Winifred Renee Thomas, an unmarried woman
Grantee	Daisey Bennett, an unmarried woman

Affects Property in Question and Other Property

Deeds of Trust

No Deeds of Trust of Record

Additional Information

Notice of Non-Compliance filed by	County of Riverside Department of Building and Safety
In the matter of the property of	Winifred Renee Thomas
Case No.	CV03-3571
Recorded	11/12/2003
Document No.	2003-890840

A Deed Dated	01/09/2004
Recorded	01/30/2004
Document No.	2004-0071525
D.T.T.	\$330.00
Grantor	Winifred Renee Thomas, an unmarried woman
Grantee	Daisey Bennett, an unmarried woman

Although document affects property in question, at time of recordation, there is no recorded interest of grantor.

A Deed Dated	06/15/2006
Recorded	06/23/2006
Document No.	2006-0452876
D.T.T.	\$0.00
Grantor	Daisy Bennett, an unmarried woman



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

Order Number: 19345
 Reference: CV08-08784 / Am

Grantee	Daisy Bennett, an unmarried woman
Although document affects property in question, at time of recordation, there is no recorded interest of grantor.	
A Deed of Trust Dated	12/07/2006
Recorded	12/22/2006
Document No.	2006-0936759
Amount	\$604,000.00
Trustor	Daisy Bennett, an unmarried woman
Trustee	marin Conveyancing Corp.
Beneficiary	Mortgage Electronic Registration Systems, Inc., acting as a nominee for GreenPoint Mortgage Funding, Inc.
Although document affects property in question, at time of recordation, there is no recorded interest of trustor.	

Document Type	Notice of Default
Document No.	2009-0347075
Recorded	07/07/2009

A Deed of Trust Dated	04/04/2007
Recorded	04/19/2007
Document No.	2007-0262792
Amount	\$150,000.00
Trustor	Daisy Bennett an unmarried woman
Trustee	National City Bank
Beneficiary	National City Mortgage
Although document affects property in question, at time of recordation, there is no recorded interest of trustor.	

Legal Description

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

PARCEL 51 AS SHOWN ON RECORD OF SURVEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED SEPTEMBER 25, 1959 IN BOOK 30, PAGES 55 AND 56 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THE NORTHERLY 44 FEET THEREOF;



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

Order Number: 19345

Reference: CV08-08784 / Am

ALSO EXCEPTING THEREFROM THE EASTERLY 496.50 FEET OF THE SOUTHERLY 263.20 FEET OF THE
NORTHERLY 307.20 FEET THEREOF;

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE COUNTY OF RIVERSIDE BY
DEED RECORDED DECEMBER 17, 1975 AS INSTRUMENT NO. 157125 OF OFFICIAL RECORDS OF
RIVERSIDE COUNTY, CALIFORNIA.

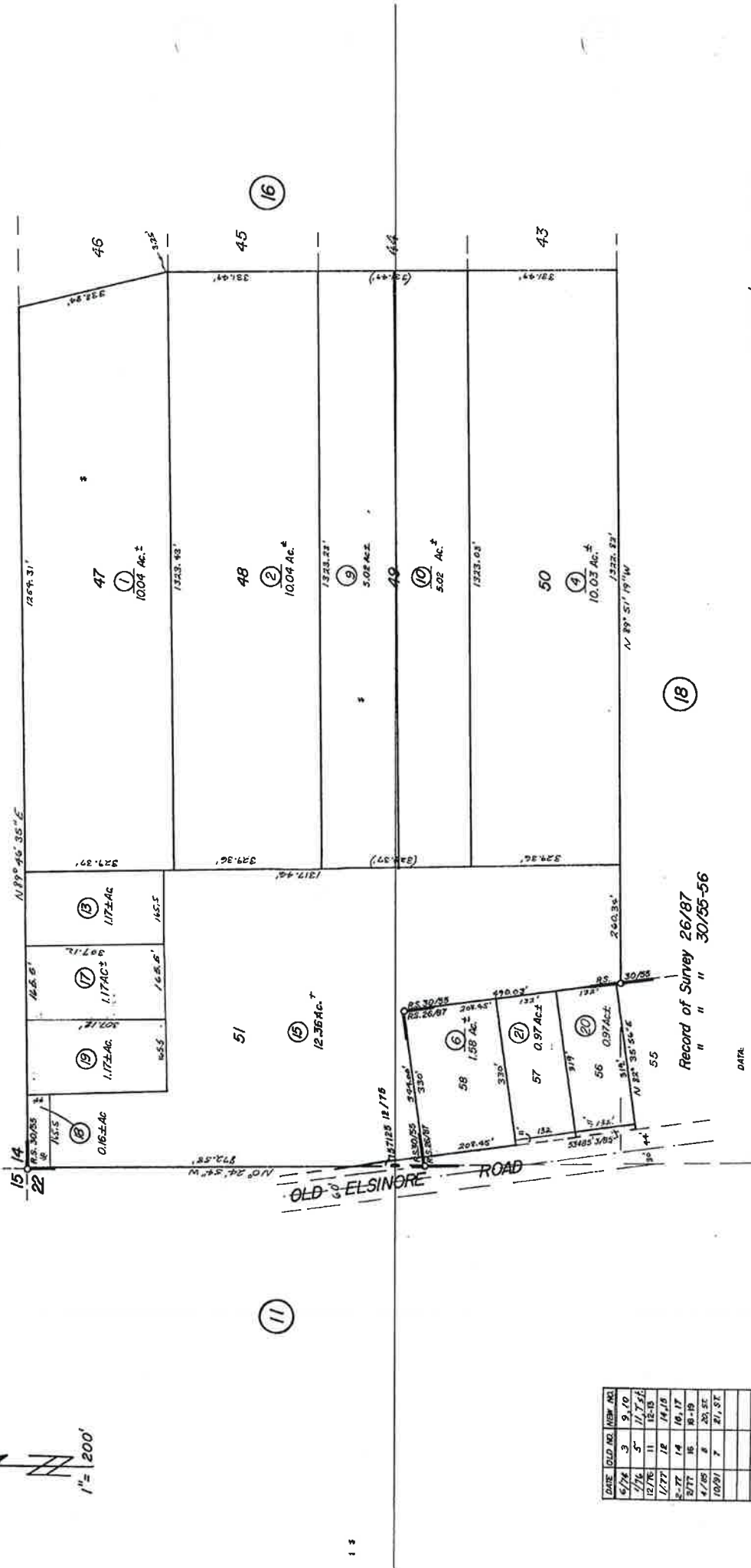
16-31-2
322-15

T.R.A. 9801

POR. NW 1/4 SEC. 23, T4S-R4W



BK
317



18

Record of Survey 26/87
" " " 30/55-56

DATE
JUNE 1971

DATE	OLD AC.	NEW AC.
6/74	3	9.10
1/71	5	11.12
12/76	11	15.15
1/77	12	14.10
5-77	14	16.17
2/77	16	18.19
4/85	8	20.55
10/91	7	21.57

ASSESSOR'S MAP BK. 322 PG. 15
RIVERSIDE COUNTY, CALIF.
655

RECORDING REQUESTED BY
First American Title Company

DOC # 2004-00 424
02/04/2004 08:00R Fee:30.00
Page 1 of 1
Recorded in Official Records
County of Riverside
Gary L. Orso
Assessor, County Clerk & Recorder

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS
OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO:

Winifred Renee Thomas
21200 Old Elsinore Road
Perris CA 92570



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SAF	MISC
									LS
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

Assessor's Parcel No.: 322-110-019-1

TRA: 087

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX \$NONE **

- () computed on full value of property conveyed, or
- () computed on full value less value of liens or encumbrances remaining at time of sale.
- (X) unincorporated area; () city or Perris, and

30 [T
L]

1-3921021

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

Corissa Cooks

hereby remise, release and forever quitclaim to

Winifred Renee Thomas, an Unmarried Woman

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

Parcel 1:

Parcel 51 as shown on record of survey recorded September 25, 1959 in Book 30 Pages 55 and 56 of records of survey, records of Riverside county, California;

Excepting Therefrom the Easterly 496.50 feet of the Southerly 263.20 feet of the Northerly 307.20 feet thereof;

Also excepting therefrom that portion thereof conveyed to the county of Riverside by Deed Recorded December 17, 1975 as Instrument No. 157125 of Official Records of Riverside County, California.

Parcel 2:

That Portion East of Old Elsinor Road only, of the North half of that portion of the northeast quarter of the Northeast quarter, of section 22, Town.

Document Date: January 30, 2004

Corissa Cooks
Corissa Cooks

STATE OF CALIFORNIA } SS.
COUNTY OF Riverside

On January 30, 2004 before me, Connie L. Beach, Notary Public
Corissa Cooks personally known

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

WITNESS my hand and official seal.
Signature: Connie L. Beach

This area for official notarial seal.



When recorded please mail to:
Mail Stop# 1130



M	S	U	MARK	SIZE	DA	PCOR	NOCOR	SMF	MISC.
	1								
					1				LC
A	R	L	COPY		LONG	REFUND	NCHG	EXAM	

NOTICE OF NONCOMPLIANCE

1)



In the matter of the Property of
WINIFRED RENEE THOMAS)

Case No.: CV03-3571

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 & 457, (RCC Title 17.120.010, 15.16 & 15.48) described as EXCESSIVE OUTSIDE STORAGE & STORAGE OF MOBILEHOME, SUBSTANDARD STRUCTURE & SUBSTANDARD MOBILEHOME. Such proceedings are based upon the noncompliance of such real property, located at 21200 OLD ELSINORE RD, PERRIS, Ca and more particularly described as Assessment Parcel No. 322-150-015 and having a legal description of SECTION 22, 23, TOWNSHIP 4 SOUTH RANGE 4 WEST AS RECORDED IN RECORDS OF SURVEY BOOK 30 PAGE 55 with the requirements of Ordinance No. 348 & 457, (RCC Title 17.120.010, 15.16 & 15.48).

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 Building and Safety Department, RIVERSIDE, Attention Code Enforcement JIM PALMER

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 BUILDING AND SAFETY

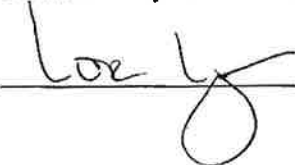
By 
Brian Black Supervisor
Code Enforcement Division

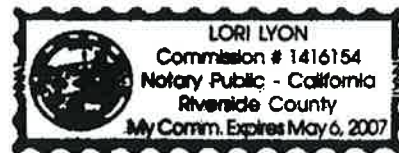
ACKNOWLEDGMENT

State of California)
County of Riverside)

On 11/6/03 before me, Lori Lyon, Notary Public, personally appeared Brian Black, personally known to me 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.





RECORDING REQUESTED BY

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO:

Daisey Bennett

21200 Old Elsinore Road
Perris, CA 92570

Assessor's Parcel No.: 322-110-019-1
TRA. 087

DOC # 2004-0071525

01/30/2004 08:00A Fee:30.00
Page 1 of 1 Doc T Tax Paid
Recorded in Official Records
County of Riverside

Gary L. Orso
Assessor, County Clerk & Recorder



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC
									TV
A	R	L	COL	LONG	REFUND	NGHG	EXAM		

GRANT DEED

30-

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
DOCUMENTARY TRANSFER TAX \$330.00 CITY TAX \$

- () computed on full value of property conveyed, or
- (X) computed on full value less value of liens or encumbrances remaining at time of sale,
- (X) unincorporated area: () city of Perris, and



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

Winifred Renee Thomas, an Unmarried Woman

hereby GRANT(S) to Daisey Bennett, an Unmarried Woman

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

Parcel 1:

Parcel 51 as shown on record of survey recorded September 25, 1959 in Book 30 Pages 55 and 56 of records of survey, records of Riverside county, California;

Excepting Therefrom the Easterly 496.50 feet of the Southerly 263.20 feet of the Northerly 307.20 feet thereof;

Also excepting therefrom that portion thereof conveyed to the county of Riverside by Deed Recorded December 17, 1975 as Instrument No. 157125 of Official Records of Riverside County, California.

Parcel 2:

That Portion East of Old Elsinor Road only, of the North half of that portion of the northeast quarter of the Northeast quarter, of section 22, Town.

Winifred Renee Thomas

Document Date: January 9, 2004

STATE OF CALIFORNIA)
COUNTY OF Riverside) SS

On January 13, 2004 before
me, Connie L Beach
personally appeared Winifred Renee Thomas, personally
known to me (or proved to me on the basis of satisfactory evidence) to be the person (s)
whose name (s) is/are subscribed to the within instrument and acknowledged to me that
~~he/she/they~~ executed the same in his/~~her/their~~ authorized capacity (ies) and that by
~~his/her/their~~ signature (s) on the instrument the person (s) or the entity upon behalf of
which the person (s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Connie L Beach

This area for official notarial seal.



1201263-1

RECORDING REQUESTED BY
 NORTH AMERICAN TITLE CO.
 AND WHEN RECORDED MAIL THIS DEED
 AND TAX STATEMENTS TO:

DAISY BENNETT

26809 New Dobbell Ave.
 Hayward, CA 94542

DOC # 2006-0452876

06/23/2006 08:00A Fee: 10.00

Page 1 of 2

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



M	S	U	PAGE	SELL	BUY	SMF	MISC.
	1		2				SP
A	R	L	COPY	LONG	REFUND	NCHG	EXAM

SPACE

Assessor's Parcel No. 322-150-015-1

Title Order No. 60-16419-62

Escrow No. 227621-PD

TR: 608

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT the documentary transfer tax is: COUNTY: \$0.00 & CITY: \$0.00 Total transfer tax: 0.00

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

or transfer is exempt from tax for the following reason:

FOR A VALUABLE CONSIDERATION receipt of which is hereby acknowledged,

DAISY BENNETT, AN UNMARRIED WOMAN

hereby GRANT(S) to

DAISY BENNETT, AN UNMARRIED WOMAN

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

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A AND MADE A PART HEREOF

ALSO KNOWN AS: 21200 OLD ELSINORE ROAD PERRIS, CA 92570

DATE: June 15, 2006

STATE OF CALIFORNIA)
 COUNTY OF LOS ANGELES)

On JUNE 15 2006 before me,
 CHERYL L. GOINS, a Notary Public
 in and for said State, personally appeared

CG

DAISY BENNETT
 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 Cheryl L. Goins

GRANTOR(S):

Daisy Bennett
 DAISY BENNETT
 DAISY

098-001

T
 SR
 10



(FOR NOTARY SEAL OR STAMP)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT "A"
(LEGAL DESCRIPTION)

PARCEL 1:

PARCEL 51 AS SHOWN ON RECORD OF SURVEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED SEPTEMBER 25, 1959 IN BOOK 30, PAGES 55 AND 56 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THE NORTHERLY 44 FEET THEREOF;

ALSO EXCEPTING THEREFROM THE EASTERLY 496.50 FEET OF THE SOUTHERLY 263.20 FEET OF THE NORTHERLY 307.20 FEET THEREOF;

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED DECEMBER 17, 1975 AS INSTRUMENT NO. 157125 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2:

THAT PORTION EAST OF OLD ELSINORE ROAD ONLY, OF THE NORTH HALF OF THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID SECTION 22, 400 FEET SOUTHERLY FROM THE NORTHEAST CORNER THEREOF;

THENCE CONTINUING SOUTHERLY ON THE EASTERLY LINE OF SAID SECTION, 913.56 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, SAID SOUTHEAST CORNER BEING ALSO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO LEON CALDWELL AND WILHELMINA CALDWELL, HUSBAND AND WIFE, JOHN H. GIBBS AND WIFE, BY DEED RECORDED SEPTEMBER 19, 1947 IN BOOK 865, PAGE 481 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE WESTERLY ON NORTHERLY LINE OF SAID PARCEL CONVEYED TO LEON CALDWELL AND WIFE AND THE WESTERLY EXTENSION THEREOF, 400; THENCE NORTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID SECTION 22, 914.16 FEET, MORE OR LESS TO A POINT 400 FEET SOUTHERLY, MEASURED AT A RIGHT ANGLE FROM THE NORTHERLY LINE OF SAID SECTION 22; THENCE EASTERLY TO THE POINT OF BEGINNING;

ALSO SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 16 PAGE 71, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED DECEMBER 17, 1975 AS INSTRUMENT NO. 157125 OF OFFICIAL RECORDS BY RIVERSIDE COUNTY, CALIFORNIA.

NORTH AMERICAN TITLE COMPANY

Recording Requested By:
**GreenPoint Mortgage Funding,
Inc.**
Return To:
**GreenPoint Mortgage Funding,
Inc.**
981 Airway Court, Suite E
Santa Rosa, CA 95403-2049

Doc # 2006-0936759

12/22/2006 08:00A Fee:78.00

Page 1 of 24

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



Prepared By:
**GreenPoint Mortgage Funding,
Inc.**
100 Wood Hollow Drive,
Novato, CA 94945

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			24		1				
M	A	L	485	426	PCOR	NCOR	SMF	NCHG	EXAM
									043

6017516-62

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322-150-0151

DEED OF TRUST

MIN 100013800908824655

(78)
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043

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated **December 7, 2006**, together with all Riders to this document.

(B) "Borrower" is **Daisy Bennett, An Unmarried Woman**

Borrower's address is **26809 New Dobbel Avenue, Hayward, CA 94542**

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **GreenPoint Mortgage Funding, Inc.**

Lender is a **Corporation** organized and existing under the laws of **the State of New York**

2465

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

Form 3006 1/01

VMP -SA(CA) (0207).01

Page 1 of 15

VMP Mortgage Forms, Inc.

Lender's address is 100 Wood Hollow Drive, Novato, CA 94945

(D) "Trustee" is Marin Conveyancing Corp.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated December 7, 2006. The Note states that Borrower owes Lender six hundred four thousand and 00/100

Dollars

(U.S. \$ 604,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than January 1, 2037

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

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

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

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> 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] |
| <input type="checkbox"/> Occupancy Rider | <input type="checkbox"/> Interim Interest Rider | |

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

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

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

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

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

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

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

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(Q) "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.

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

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

County of Riverside :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

As more particularly described in exhibit "A" attached hereto and made a part hereof.

Parcel ID Number: 322-150-015-1 which currently has the address of
21200 Old Elsinore Road [Street]
Perris [City], California 92570 [Zip Code]
("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully 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

2465

of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

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

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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

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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

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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.

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(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.

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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.

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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.

2465

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)
Daisy Bennett -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

2465

 SA(CA) (0207).01

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Form 3006 1/01

State of California
County of **LOS ANGELES**

On **Dec. 7, 2006**

} ss.
before me, **CHERYL L. GOINS, NOTARY PUBLIC**
personally appeared

Daisy Bennett

, 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.



Cheryl L. Goins (Seal)

EXHIBIT "A"
(LEGAL DESCRIPTION)

PARCEL 1:

PARCEL 51 AS SHOWN ON RECORD OF SURVEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED SEPTEMBER 25, 1959 IN BOOK 30, PAGES 55 AND 56 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THE NORTHERLY 44 FEET THEREOF;

ALSO EXCEPTING THEREFROM THE EASTERLY 496.50 FEET OF THE SOUTHERLY 263.20 FEET OF THE NORTHERLY 307.20 FEET THEREOF;

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED DECEMBER 17, 1975 AS INSTRUMENT NO. 157125 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2:

THAT PORTION EAST OF OLD ELSINORE ROAD ONLY, OF THE NORTH HALF OF THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID SECTION 22, 400 FEET SOUTHERLY FROM THE NORTHEAST CORNER THEREOF;

THENCE CONTINUING SOUTHERLY ON THE EASTERLY LINE OF SAID SECTION, 913.56 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, SAID SOUTHEAST CORNER BEING ALSO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO LEON CALDWELL AND WILHELMINA CALDWELL, HUSBAND AND WIFE, JOHN H. GIBBS AND WIFE, BY DEED RECORDED SEPTEMBER 19, 1947 IN BOOK 865, PAGE 481 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE WESTERLY ON NORTHERLY LINE OF SAID PARCEL CONVEYED TO LEON CALDWELL AND WIFE AND THE WESTERLY EXTENSION THEREOF, 400; THENCE NORTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID SECTION 22, 914.16 FEET, MORE OR LESS O A POINT 400 FEET SOUTHERLY, MEASURED AT A RIGHT ANGLE FROM THE NORTHERLY LINE OF SAID SECTION 22; THENCE EASTERLY TO THE POINT OF BEGINNING;

ALSO SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 16 PAGE 71, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED DECEMBER 17, 1975 AS INSTRUMENT NO. 157125 OF OFFICIAL RECORDS BY RIVERSIDE COUNTY, CALIFORNIA.

1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 7th day of December, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to GreenPoint Mortgage Funding, Inc.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 21200 Old Elsinore Road, Perris, CA 92570

[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, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the 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 Section 5.

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**MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3170 1/01**

Wolters Kluwer Financial Services
VMP®-57R (0411).01
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E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

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 Section 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 default 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 the 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 costs 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 Section 9.


Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, 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-DEFAULT PROVISION. 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.

2465

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


Daisy Bennett (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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Form 3170 1/01

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 7th day of December, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to GreenPoint Mortgage Funding, Inc.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 21200 Old Elsinore Road, Perris, CA 92570

[Property Address]

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.625%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of January, 2010, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

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(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is: the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR").

The most recent Index figure available as of the date: 45 days _____ before each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **Two And 75/100** percentage points (**2.750** %) to the Current Index. The Note Holder will then round the result of this addition to the Nearest Next Highest Next Lowest one-eighth of one percentage point (**0.125** %). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

Interest-Only Period

The "Interest-only Period" is the period from the date of this Note through 01/01/2017 . For the interest-only period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to pay the interest which accrues on the unpaid principal of my loan. The result of this calculation will be the new amount of my monthly payment.

The "Amortization Period" is the period after the interest-only period. For the amortization period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

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(D) Limits on Interest Rate Changes
(Please check appropriate boxes; if no box is checked, there will be no maximum limit on changes.)

- (1) There will be no maximum limit on interest rate changes.
- (2) The interest rate I am required to pay at the first Change Date will not be greater than _____ % or less than _____ %.
- (3) My interest rate will never be increased or decreased on any single Change Date by more than _____ percentage points (_____ %) from the rate of interest I have been paying for the preceding period.
- (4) My interest rate will never be greater than 13.625 %, which is called the "Maximum Rate."
- (5) My interest rate will never be less than _____ %, which is called the "Minimum Rate."
- (6) My interest rate will never be less than the initial interest rate.
- (7) The interest rate I am required to pay at the first Change Date will not be greater than 12.625 % or less than 2.750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than 1.000 percentage points (1.000 %) from the rate of interest I have been paying for the preceding period.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

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B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER
Uniform Covenant 18 of the Security Instrument is amended to read as follows:

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if a Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

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

2465

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



Daisy Bennett -Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

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ARMR-01-017 Rev 6/06

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LANDSAFE TITLE

RECORDING REQUESTED BY:



WHEN RECORDED MAIL TO:

RECONTRUST COMPANY
1800 Tapo Canyon Rd., CA6-914-01-94
SIMI VALLEY, CA 93063

DOC # 2009-0347075

07/07/2009 08:00A Fee:18.00

Page 1 of 3

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



Attn: Shaun Wicks
TS No. 09-0095914
Title Order No. 09-8-270577

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

18

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST



IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION,

and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$35,622.41, as of 07/06/2009 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

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

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

TS No. 09-0095914

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

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
C/O BAC Home Loans Servicing, LP
400 COUNTRYWIDE WAY SV-35
SIMI VALLEY, CA 93065
FORECLOSURE DEPARTMENT (800) 669-6650

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

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember,

YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN THAT: RECONTRUST COMPANY, N.A., is acting as an agent for the Beneficiary under a Deed of Trust dated 12/07/2006, executed by DAISY BENNETT, AN UNMARRIED WOMAN as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC, as beneficiary recorded 12/22/2006, as Instrument No. 2006-0936759 (or Book , Page) of Official Records in the Office of the County Recorder of Riverside County, California.

Said obligation including ONE NOTE FOR THE ORIGINAL sum of \$ 604,000.00.

That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of : FAILURE TO PAY THE INSTALLMENT OF PRINCIPAL, INTEREST AND IMPOUNDS WHICH BECAME DUE ON 12/01/2008 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL, INTEREST AND IMPOUNDS, TOGETHER WITH ALL LATE CHARGES, PLUS ADVANCES MADE AND COSTS INCURRED BY THE BENEFICIARY, INCLUDING FORECLOSURE FEES AND COSTS AND/OR ATTORNEYS' FEES. IN ADDITION, THE ENTIRE PRINCIPAL AMOUNT WILL BECOME DUE ON 01/01/2037 AS A RESULT OF THE MATURITY OF THE OBLIGATION ON THAT DATE.

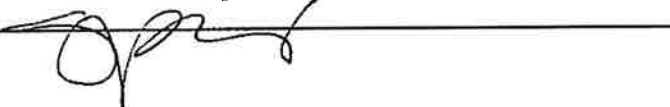
That by reason thereof, the present beneficiary under such deed of trust has executed and delivered to RECONTRUST COMPANY, N.A. such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

If required by the provisions of Section 2923.5 of the California Civil Code, the declaration from the mortgagee, beneficiary or authorized agent is attached to the Notice of Default duly recorded with the appropriate County Recorder's office.

Dated: July 06, 2009

**RECONTRUST COMPANY, N.A., as agent for the Beneficiary
By LandSafe Title Corporation, as its Attorney in Fact**

By



STACEY KERSHBERG

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Form nod (09/01)

Notice Date: June 29, 2009

Account No.: 09-0095914

Property Address:
21200 Old Elsinore Rd
Perris, CA 92570
Daisy Bennett
26809 New Dobbel Ave
Hayward, CA 94542

CALIFORNIA DECLARATION

Mosalinda Barajas of BAC Home Loans Servicing, LP, declare under penalty of perjury, under the laws of the State of California, that the following is true and correct:

BAC Home Loans Servicing, LP has contacted the borrower to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure,

BAC Home Loans Servicing, LP tried with due diligence to contact the borrower in accordance with California Civil Code Section 2923.5, or

BAC Home Loans Servicing, LP verified that the borrower has surrendered the property.

BAC Home Loans Servicing, LP has evidence and reasonably believes that the borrower has contracted with an organization, person, or entity whose primary business is advising people who have decided to leave their homes on how to extend the foreclosure process and to avoid their contractual obligations to beneficiaries.

BAC Home Loans Servicing, LP has confirmed that the borrower(s) filed for bankruptcy and the proceedings have not been finalized to wit, there is no order on the court's docket closing or dismissing the bankruptcy case.

The provisions of California Civil Code §2923.5 do not apply because

6-30-09 Ft. Worth, TX
Date and Place

Rolando Barajas
Name of Signor

Collector II
Title and/or Position

This communication is from BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.
CALDECLH 8652/9524 8/29/2008

104 NORTH AMERICAN TITLE COMPANY

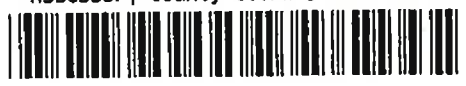
Recording Requested By:

GLORIA QUINTANILLA
Return To:

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

Prepared By:

DOC # 2007-0262792
04/19/2007 08:00A Fee:39.00
Page 1 of 11
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



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~~DEED OF TRUST AND REQUEST FOR NOTICE OF DEFAULT~~

THIS DEED OF TRUST is made this 4 day of April 2007, among the Trustor, DAISY BENNETT An Unmarried Woman

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039

26809 NEW DOBBEL AVENUE HAYWARD, California 94542, whose address is (herein "Borrower"),

NATIONAL CITY BANK (herein "Trustee"), and the Beneficiary, National City Mortgage a division of National City Bank, organized and existing under the laws of a National Banking Association United States, whose address is 3232 NEWMARK DRIVE, MIAMISBURG, OH 45342 (herein "Lender").

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

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

This instrument filed for record as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

Parcel ID Number: which has the address of 21200 OLD ELSINORE RD [Street] PERRIS [City], California 92570 [ZIP Code] (herein "Property Address");

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

NATL076(CA) (0510) Form 3805 Amended 9/99
Page 1 of 7 Initials: NB
VMP Mortgage Solutions, Inc.



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

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated April 4, 2007, and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$ 150,000.00, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2037; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Page _____

, records of _____

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

DAISY BENNETT An Unmarried Woman

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

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

as trustee

be mailed to NATIONAL CITY BANK
at _____

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

Lender Representative

State of California
County of
On

, before me

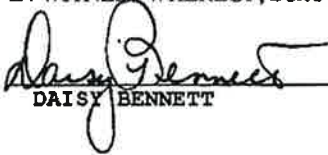
, personally appeared

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

WITNESS my hand and official seal.

Notary Public

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


DAISY BENNETT

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

State of California
County of **LOS ANGELES**

On **APRIL 7, 2007**

CLG
} ss.
before me, **CHERYL L. GOINS** **NOTARY PUBLIC**
personally appeared

DAISY BENNETT

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

(This area for official notarial seal)



Cheryl L. Goins (Seal)

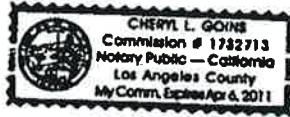


EXHIBIT "A"
(LEGAL DESCRIPTION)

PARCEL 1:

PARCEL 51 AS SHOWN ON RECORD OF SURVEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED SEPTEMBER 25, 1959 IN BOOK 30, PAGES 55 AND 56 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THE NORTHERLY 44 FEET THEREOF;

ALSO EXCEPTING THEREFROM THE EASTERLY 496.50 FEET OF THE SOUTHERLY 263.20 FEET OF THE NORTHERLY 307.20 FEET THEREOF;

ALSO EXCEPTING THEREFROM, THAT PORTION THEREOF CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED DECEMBER 17, 1975 AS INSTRUMENT NO. 157125 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2:

THAT PORTION EAST OF OLD ELSINORE ROAD ONLY, OF THE NORTH HALF OF THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID SECTION 22, 400 FEET SOUTHERLY FROM THE NORTHEAST CORNER THEREOF;

THENCE CONTINUING SOUTHERLY ON THE EASTERLY LINE OF SAID SECTION, 913.56 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, SAID SOUTHEAST CORNER BEING ALSO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND AS CONVEYED TO LEON CALDWELL AND WILHELMINA CALDWELL, HUSBAND AND WIFE, JOHN H. GIBBS AND WIFE, BY DEED RECORDED SEPTEMBER 19, 1947 IN BOOK 865, PAGE 481 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE WESTERLY ON NORTHERLY LINE OF SAID PARCEL CONVEYED TO LEON CALDWELL AND WIFE AND THE WESTERLY EXTENSION THEREOF, 400; THENCE NORTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID SECTION 22, 914.16 FEET, MORE OR LESS O A POINT 400 FEET SOUTHERLY, MEASURED AT A RIGHT ANGLE FROM THE NORTHERLY LINE OF SAID SECTION 22; THENCE EASTERLY TO THE POINT OF BEGINNING;

ALSO SHOWN ON RECORD OF SURVEY ON FILE IN BOOK 16 PAGE 71, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED DECEMBER 17, 1975 AS INSTRUMENT NO. 157125 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 4th day of April 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
National City Mortgage a division of
National City Bank (the
"Lender") of the same date and covering the Property described in the Security Instrument
and located at:
21200 OLD ELSINORE RD, PERRIS, California 92570

[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, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the 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 Section 5.

**MULTISTATE 1- 4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3170 1/01**

VMP-57R (0411)

Page 1 of 3

Initials: *AB*

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



E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

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 Section 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 default 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 the 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 costs 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 Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, 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.


VMIP-57R (0411)

Page 2 of 3

Initials: 
Form 3170 1/01

I. CROSS-DEFAULT PROVISION. 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 covenants contained in this 1-4 Family Rider.

 _____ (Seal) _____ (Seal)
DAISY BENNETT -Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower



John Boyd
DIRECTOR

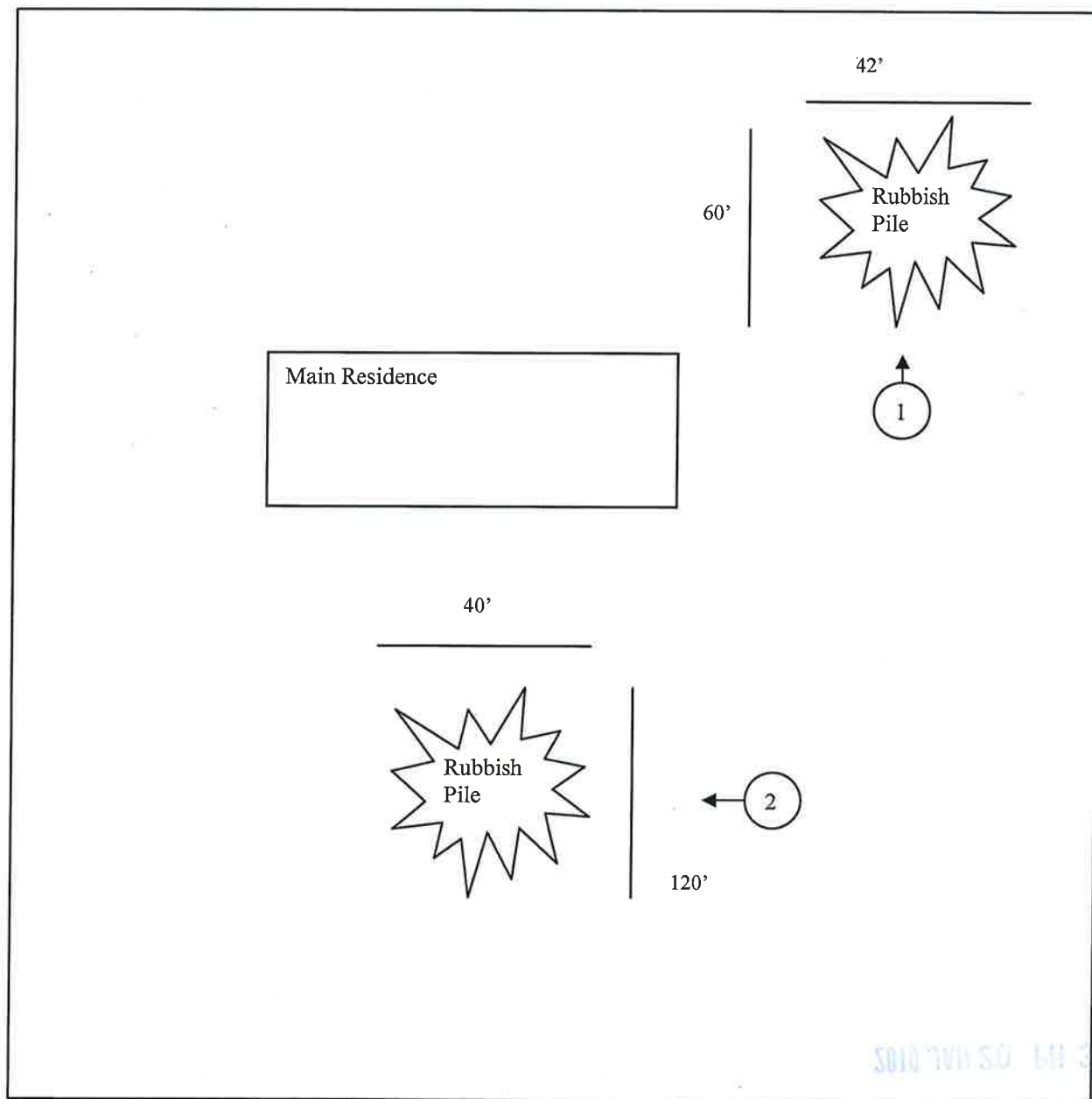
Code Enforcement Department
County Of Riverside
Lake Elsinore District Office
117 S. Langstaff Street
Lake Elsinore, California 92530
(951) 245-3186 – Fax (951) 245-3205

CASES#: CV09-05568 _____ PROPERTY SITUS: 21200 Old Elsinore Rd. Perris Ca. 92570 _____

A.P.N. : 322-150-015 _____ DRAWN ON (date) 072809 _____ DRAWN BY: J. Wagner #80 _____

Provide North Arrow ←

REAR PROPERTY LINE



FRONT PROPERTY LINE

NOT TO SCALE

SIT.05 –Code Enforcement 10.07 _____ Old Elsinore Rd. _____ ST./AV./DR.

EXHIBIT NO. D

PHOTOGRAPHIC EVIDENCE CASE NO. CV09-05568



PHOTO # 1 DATE: _____ TIME: _____ TAKEN BY: JW # 80

Demolished remains of a substandard structure.



PHOTO # 2 DATE: _____ TIME: _____ TAKEN BY: JW # 80

Rubbish pile. Cement blocks, brick, concrete.

EXHIBIT NO. D2

PHOTOGRAPHIC EVIDENCE CASE NO. CV09-05568



PHOTO # 1 DATE: _____ TIME: _____ TAKEN BY: JW # 80

Rubbish pile remains on property.



PHOTO # 2 DATE: _____ TIME: _____ TAKEN BY: JW # 80

Demolition material remains from a demolished substandard struc

EXHIBIT NO. D3



COUNTY OF RIVERSIDE
CODE ENFORCEMENT DEPARTMENT

NOTICE OF VIOLATION

CASE No.: CV 09 - [] [] TBA

THE PROPERTY AT: 21200 OLD ELSINORE RD PERKINS CA - APN#: 322-150-015

WAS INSPECTED BY OFFICER: WAGNER ID#: 80 ON 7-28-09 AT 12:55 am

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

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

COMMENTS: _____

IMPORTANT! CORRECTION(S) MUST BE COMPLETED BY: 8-28-09. FAILURE TO COMPLY BY THIS DATE, MAY RESULT IN THE ISSUANCE OF AN ADMINISTRATIVE CITATION WITH FINES UP TO \$500.00 PER DAY, FOR EACH VIOLATION. YOU MAY BE CITED EACH DAY THAT THE VIOLATION(S) EXIST BEYOND THE CORRECTION DATE. IN ADDITION, OTHER ENFORCEMENT ACTION, PENALTIES AND THE IMPOSITION OF A LIEN ON THE PROPERTY FOR THE ABATEMENT AND ENFORCEMENT COSTS MAY RESULT IF COMPLIANCE IS NOT ACHIEVED BY THE CORRECTION DATE.

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$ 109.00 AS DETERMINED BY THE BOARD OF SUPERVISORS. YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO RIVERSIDE COUNTY ORDINANCE 725 AND RIVERSIDE COUNTY CODE 1.16.

SIGNATURE PRINT NAME DATE PROPERTY OWNER TENANT

CDL/CID# D.O.B. TEL. NO.

WHITE: VIOLATOR GREEN: CASE FILE YELLOW: POSTING

EXHIBIT NO. E



John Boyd
Director

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

Lake Elsinore District Office

117 S. Langstaff Street

Lake Elsinore, California 92530

(951) 245-3186 – Fax (951) 245-3205

PROOF OF PERSONAL SERVICE

Case No.: CV09-05568

I, the undersigned, hereby declare:

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

County of Riverside
Code Enforcement Department
117 S. Langstaff Street
Lake Elsinore, California 92530

2. That on 072809, at 1255 p.m., I served the following document a Notice of Violation, by placing a true copy thereof in the hand of Corissa Cooks, at the following address:

Property Address: 21200 Old Eslinore Rd. Perris Ca. 92570
Assessor's Parcel Number: 322-150-015

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

Executed on 072809, at Lake Elsinore, California.

CODE ENFORCEMENT DEPARTMENT


By: 
Jeremy Wagner, Code Enforcement Officer

EXHIBIT NO. B2



John Boyd
DIRECTOR

Code Enforcement Department
County Of Riverside
Lake Elsinore District Office
117 S. Langstaff Street
Lake Elsinore, California 92530
(951) 245-3186 – Fax (951) 245-3205

NOTICE OF VIOLATION

September 4, 2009

SEE ATTACHED NOTICE / INTERESTED PARTIES LIST

RE CASE NO.: CV09-05568

NOTICE IS HEREBY GIVEN that properties owned or controlled by you described as 21200 OLD ELSINORE ROAD, PERRIS, California, Assessor's Parcel Number 322-150-015, are in violation of Riverside County Code Chapter 8.120 and constitutes a public nuisance. The subject properties are dangerous or injurious to the public because of the unauthorized accumulation of rubbish, trash and/or debris, specifically including but not limited to the following: VEGETATION WASTE, APPLIANCES, FURNITURE, HOUSEHOLD WASTE, ETC.

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

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

PLEASE BE ADVISED that the costs already accrued in this case, including but not limited to, enforcement and investigation costs, are recoverable by the Department, as allowed under Riverside County Ordinance number 725. The Department may seek recovery of such costs from the property owner(s) which may result in a special assessment lien against the property. Additionally, should Code Enforcement abate the property, the costs associated therewith, as well as all abatement costs allowed under Riverside County Ordinance 725, will be sought from the property owner(s) and/or may result in a special assessment lien against the property.

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

CODE ENFORCEMENT DEPARTMENT

Jeremy Wagner, Code Enforcement Officer III

NOV.10- Code Enforcement 10.07

EXHIBIT NO. E3

PROOF OF SERVICE BY MAIL

Case No. CV09-05568

I, the undersigned, say I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address 117 S. Langstaff Street, Lake Elsinore, CA 92530

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

That on the 4 day of SEPTEMBER, 2009 I served a copy of the papers to which this proof of service is attached, entitled:

NOTICE OF VIOLATION – ACCUMULATED RUBBISH, RCC 8.120.010
NOTICE / INTERESTED PARTIES LIST

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

SEE ATTACHED NOTICE / INTERESTED PARTIES LIST

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

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

Executed this 4 of SEPTEMBER, 2009 at RIVERSIDE, CALIFORNIA.


ANGIE SOLIS, CODE ENFORCEMENT AIDE

Article Number: 7008-0150-0000-5193-1853 ✓
7008-0150-0000-5193-1860 ✓
7008-0150-0000-5193-1877 ✓
7008-0150-0000-5193-1884 ✓
7008-0150-0000-5193-1891 ✓
7008-0150-0000-5193-1907 ✓
7008-0150-0000-5193-1914 ✓
7008-0150-0000-5193-1921 ✓
7008-0150-0000-5193-1938 ✓

EXHIBIT NO. E4



John Boyd
DIRECTOR

Code Enforcement Department
County Of Riverside
Lake Elsinore District Office
117 S. Langstaff Street
Lake Elsinore, California 92530
(951) 245-3186 – Fax (951) 245-3205

NOTICE LIST / INTERESTED PARTIES

September 4, 2009

RE: Case No.: CV09-05568
APN No.: 322-150-015
Address: 21200 OLD ELSINORE ROAD, PERRIS, CA

1. WININFRED RENEE THOMAS
21200 OLD ELSINORE ROAD
PERRIS, CA 92570
2. CORISSA COOKS
21200 OLD ELSINORE ROAD
PERRIS, CA 92570
3. DAISEY BENNETT
21200 OLD ELSINORE ROAD
PERRIS, CA 92570
4. DAISY BENNETT
26809 NEW DOBBELL AVENUE
HAYWARD, CA 94542
5. GREENPOINT MORTGAGE FUNDING,
INC.
981 AIRWAY COURT, SUITE E
SANTA ROSA, CA 95403-2049
6. GREENPOINT MORTGAGE FUNDING,
INC.
100 WOOD HOLLOW DRIVE
NOVATO, CA 94945
7. RECONTRUST COMPANY
1800 TAPO CANYON ROAD CA6-914-01-94
SIMI VALLEY, CA 93063



John Boyd
DIRECTOR

Code Enforcement Department
County Of Riverside
Lake Elsinore District Office
117 S. Langstaff Street
Lake Elsinore, California 92530
(951) 245-3186 – Fax (951) 245-3205

8. MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC
C/O BAC HOME LOANS SERVICING, LP
400 COUNTRYWIDE WAY SV-35
SIMI VALLEY, CA 93065
FORECLOSURE DEPARTMENT

9. NATIONAL CITY BANK
POST OFFICE BOX 8800
DAYTON, OH 45401-8800

7008 0150 0000 5193 1853

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

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

OFFICIAL USE

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

Postmark
Here

WININFRED RENEE THOMAS
21200 OLD ELSINORE ROAD
PERRIS, CA 92570
CV09-05568 J.WAGNER

02 1M
0004277091 SEP 04 2009
MAILED FROM ZIP CODE 92504
\$ 05.540
PITNEY BOWES



CERTIFIED MAIL™



7008 0150 0000 5193 1853

County of Riverside
Code Enforcement Department
117 S. Langstaff
Lake Elsinore, CA 92530

UNCLAIMED

RECEIVED
SEP 24 2009

AVL
RICK
9/15

WININFRED RENEE THOMAS
21200 OLD ELSINORE ROAD

NIXIE 921 SE 1 02 09/21/09
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

EC: 92530371917 *0604-09672-04-99

925708562 R003
925303719

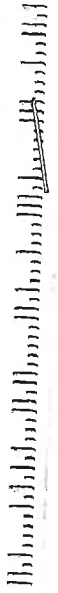


EXHIBIT NO.

22

7008 0150 0000 5193 1907

U.S. Postal Service™
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Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Postmark
Here

DAISY BENNETT
26809 NEW DOBBELL AVENUE
HAYWARD, CA 94542
CV09-05568 J.WAGNER

PS Form 3800, August 2006 See Reverse for Instructions

7008 0150 0000 5193 1907

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

OFFICIAL USE

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

Postmark
Here

GREENPOINT MORTGAGE FUNDING,
INC.
100 WOOD HOLLOW DRIVE
NOVATO, CA 94945
CV09-05568 J.WAGNER

PS Form 3800, August 2006 See Reverse for Instructions

COMPLETE THIS SECTION ON DELIVERY

A. Signature *Daisy Bennett* Agent Addressed to Addressee

B. Received by (Printed Name) *Daisy Bennett* C. Date of Delivery *02/11/04*

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

DAISY BENNETT
26809 NEW DOBBELL AVENUE
HAYWARD, CA 94542
CV09-05568 J.WAGNER

102595-02-M-1540

4. Restricted Delivery? (Extra Fee) Yes

7008 0150 0000 5193 1907

Domestic Return Receipt

PS Form 3811, February 2004

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

DAISY BENNETT
26809 NEW DOBBELL AVENUE
HAYWARD, CA 94542
CV09-05568 J.WAGNER

2. Article Number
(Transfer from service label)

7008 0150 0000 5193 1907

Domestic Return Receipt

PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY

A. Signature *Kris Hopwood* Agent Addressed to Addressee

B. Received by (Printed Name) *Kris Hopwood* C. Date of Delivery *02/08/04*

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

Kris Hopwood

GREENPOINT MORTGAGE FUNDING,
INC.
100 WOOD HOLLOW DRIVE
NOVATO, CA 94945
CV09-05568 J.WAGNER

102595-02-M-1540

4. Restricted Delivery? (Extra Fee) Yes

7008 0150 0000 5193 1907

Domestic Return Receipt

PS Form 3811, February 2004

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

GREENPOINT MORTGAGE FUNDING,
INC.
100 WOOD HOLLOW DRIVE
NOVATO, CA 94945
CV09-05568 J.WAGNER

2. Article Number
(Transfer from service label)

7008 0150 0000 5193 1907

Domestic Return Receipt

PS Form 3811, February 2004

EXHIBIT NO.

Handwritten mark

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

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

OFFICIAL USE

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

Postmark
Here

CORISSA COOKS
 21200 OLD ELSINORE ROAD
 PERRIS, CA 92570
 CV09-05568 J.WAGNER

County of Riverside

09RT E6T5 0000 05T0 9002

PS Form 3800, August 2006

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

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

OFFICIAL USE

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

Postmark
Here

DAISEY BENNETT
 21200 OLD ELSINORE ROAD
 PERRIS, CA 92570
 CV09-05568 J.WAGNER

09RT E6T5 0000 05T0 9002

PS Form 3800, August 2006

See Reverse for Instructions

*W/6
 W/R
 9/15*

UNCLAIMED

7008 0150 0000 5193 1860



CERTIFIED MAIL™

OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CORISSA COOKS
 21200 OLD ELSINORE ROAD

NIXIE 921 SE 1 02 09/21/09

RETURN TO SENDER
 UNCLAIMED
 UNABLE TO FORWARD

BC: 92530371917 *0804-09853-04-39



UNITED STATES POSTAGE
 PRIME DOWNS
 02 1M
 0004277091
 MAILED FROM ZIP CODE 92504
\$ 05.540
 SEP 04 2009

*W/6
 W/R
 9/15*

UNCLAIMED

7008 0150 0000 5193 1877



DAISEY BENNETT
 21200 OLD ELSINORE ROAD

NIXIE 921 SE 1 02 09/21/09

RETURN TO SENDER
 UNCLAIMED
 UNABLE TO FORWARD

BC: 92530371917 *0804-09779-04-39



UNITED STATES POSTAGE
 PRIME
 02 1M
 0004277091
 MAILED FROM ZIP CO
\$ 0

EXHIBIT NO. *8*

7 1 9 1 5 0 0 0 0 0 5

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

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

OFFICIAL USE

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

County of Riverside

GREENPOINT MORTGAGE FUNDING,
INC.
981 AIRWAY COURT, SUITE E
SANTA ROSA, CA 95403-2049
CV09-05568 J.WAGNER

See Reverse for Instructions

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

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

OFFICIAL USE

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

7 0 0 8 0 1 5 0 0 0 0 5 1 9 3 1 8 9 1

RECONTRUST COMPANY
1800 TAPO CANYON ROAD CA6-914-01-94
SIMI VALLEY, CA 93063
CV09-05568 J.WAGNER

PS Form 3800, August 2006

See Reverse for Instructions

92590093719

7 0 0 8 0 1 5 0 0 0 0 5 1 9 3 1 8 9 1



CERTIFIED MAIL TM

GREENPOINT MORTGAGE FUNDING,
INC.

981 AIRWAY COURT, SUITE E

FORWARD TIME EXP RTN TO SEND
GREENPOINT MORTGAGE FUNDING INC
1100 LARKSPUR LANDING CIR STE 360
LARKSPUR CA 94939-1880

RETURN TO SENDER



UNITED STATES POSTAGE
02 1M
0004277091
MAILED FROM ZIP CODE 92504
PRIMEY ROVERS
\$ 05.540
SEP 04 2009

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent

B. Received by (Printed Name) Addressee
NELSON A. HERNANDEZ

C. Date of Delivery

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

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

RECONTRUST COMPANY
1800 TAPO CANYON ROAD CA6-914-01-94
SIMI VALLEY, CA 93063
CV09-05568 J.WAGNER

Express Mail

Insured Mail Return Receipt for Merchandise

C.O.D.

Restricted Delivery? (Extra Fee) Yes

2. Article Number

(Transfer from service label)

7 0 0 8 0 1 5 0 0 0 0 5 1 9 3 1 8 9 1

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

EXHIBIT NO.

ca

7008 0150 0000 5193 1921

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

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

OFFICIAL USE

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

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC
C/O BAC HOME LOANS SERVICING, LP
400 COUNTRYWIDE WAY SV-35
SIMI VALLEY, CA 93065
FORECLOSURE DEPARTMENT
CV09-05568 J.WAGNER

7008 0150 0000 5193 1938

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

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

OFFICIAL USE

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

NATIONAL CITY BANK
POST OFFICE BOX 8800
DAYTON, OH 45401-8800
CV09-05568 J.WAGNER

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee

B. Received by (Printed Name) NELSON A. HERNANDEZ C. Date of Delivery SEP 08 2009

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

4. Restricted Delivery? (Extra Fee) Yes No

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC
C/O BAC HOME LOANS SERVICING, LP
400 COUNTRYWIDE WAY SV-35
SIMI VALLEY, CA 93065
FORECLOSURE DEPARTMENT
CV09-05568 J.WAGNER

2. Article Number 7008 0150 0000 5193 1921
(Transfer from service label) Domestic Return Receipt 102595-02-M-1540
PS Form 3811, February 2004

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

NATIONAL CITY BANK
POST OFFICE BOX 8800
DAYTON, OH 45401-8800
CV09-05568 J.WAGNER

2. Article Number 7008 0150 0000 5193 1938
(Transfer from service label) Domestic Return Receipt 102595-02-M-1540
PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee

B. Received by (Printed Name) KJ WOODWARD C. Date of Delivery SEP 08 2009

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

4. Restricted Delivery? (Extra Fee) Yes No

SENDER: COMPLETE THIS SECTION

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

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(Transfer from service label) Domestic Return Receipt 102595-02-M-1540
PS Form 3811, February 2004

CODE ENFORCEMENT

Fax: 951-245-3205

Oct 29 2009 13:45

P. 02

When recorded please mail to:
Riverside County Code Enforcement Dept.
(District 1 Office)
117 South Langstaff Street
Lake Elsinore, Ca 92530
Mail Stop Number 5144

DOC # 2009-0488824

09/22/2009 08:00A Fee: NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

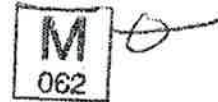


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NOTICE OF NONCOMPLIANCE

In the matter of the Property of
WINIFRED RENEE THOMAS
DEPT. OF VET AFFAIR/AGREE OF SALE

Case No. CV09-05568



~~NOTICE IS HEREBY GIVEN~~ to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 541, (RCC Title 8.120.010) described as ACCUMULATED RUBBISH. Such Proceedings are based upon the noncompliance of such real property, located at 21200 OLD ELSINORE ROAD, PERRIS, CA, and more particularly described as Assessor's Parcel Number 322-150-015 and having a legal description of 12.36 ACRES M/L IN POR PAR 51 RS 030/055, Records of Riverside County. with the requirements of Ordinance No. 541 (RCC Title 8.120.010).

The owner has been advised to immediately correct the above-referenced 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, 117 S. Langstaff Street, Lake Elsinore, California, Attention Code Enforcement Officer Jeremy Wagner.

NOTICE IS FURTHER GIVEN in accordance with §17274 and §2436.5 of the California Revenue and Taxation Code, that a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the taxable year affected by these proceedings.

COUNTY OF RIVERSIDE
CODE ENFORCEMENT DEPARTMENT

By [Signature]
Britt Starkweather
Code Enforcement Department

ACKNOWLEDGMENT

State of California)
County of Riverside)

On 9/15/09 before me, Jamison D. Cole, Notary Public, personally appeared Britt Starkweather, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Jamison D. Cole
Commission # 1847804 Comm. Expires May 7, 2013

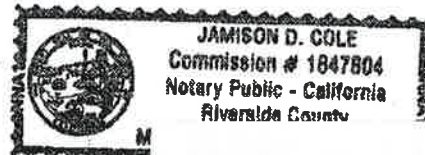


EXHIBIT NO. F

PAMELA J. WALLS
County Counsel

Principal Deputy
KATHERINE A. LIND

OFFICE OF COUNTY COUNSEL
COUNTY OF RIVERSIDE

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



December 30, 2009

NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS
AND ABATE PUBLIC NUISANCE

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

Case No.: CV09-05568
APN: 322-150-015
Property: 21200 Old Elsinore Road, Perris

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 541 (RCC Title 8) and 725 (RCC Title 1) to consider the abatement of the Accumulation of Rubbish located on the SUBJECT PROPERTY described as **21200 Old Elsinore Road, Perris, Riverside County, California**, and more particularly described as Assessor's Parcel Number 322-150-015.


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

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

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

You are encouraged to contact Supervising Code Enforcement Officer Britt Starkweather at (951) 245-3186 or the undersigned prior to the hearing. Please meet the undersigned and Brian Black, Supervising Code Enforcement Officer, at 8:30 a.m. on the day of the hearing in the lobby of the 1st floor annex in front of the Clerk of the Board's Office to discuss the case.

PAMELA J. WALLS
Riverside County Counsel



JULIE A. JARVI
Deputy County Counsel

1 **PROOF OF SERVICE**

2 Case Nos. CV09-05568

3 STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

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

7 That on December 30, 2009 I served the following document(s):

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

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

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

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

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

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

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

23 EXECUTED ON December 30, 2009 at Riverside, California.

24 
25 _____
26 YADIRA OSEGUERA
27
28

EXHIBIT NO. G2

NOTICE LIST

Subject Property: 21200 Old Elsinore Road, Perris
Case No.: CV 09-05568; APN: 322-150-015; District 1

WINIFRED RENEE THOMAS
21200 OLD ELSINORE ROAD
PERRIS, CA 92570

CORISSA COOKS
21200 OLD ELSINORE ROAD
PERRIS, CA 92570

DAISEY BENNETT
21200 OLD ELSINORE ROAD
PERRIS, CA 92570

DAISY BENNETT
26809 NEW DOBBELL AVENUE
HAYWARD, CA 94542

GREENPOINT MORTGAGE FUNDING, INC.
981 AIRWAY COURT, SUITE E
SANTA ROSA, CA 95403-2049

GREENPOINT MORTGAGE FUNDING, INC.
100 WOOD HOLLOW DRIVE
NOVATO, CA 94945

RECONTRUST COMPANY
1800 TAPO CANYON ROAD, CA6-914-94
SIMI VALLEY, CA 93063

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
C/O BAC HOME LOANS SERVICING, LP
400 COUNTRYWIDE WAY SV-35
SIMI VALLEY, CA 93065
FORECLOSURE DEPARTMENT

NATIONAL CITY BANK
POST OFFICE BOX 8800
DAYTON, OH 45401-8800