

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

91128



FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
May 26, 2010

SUBJECT: Abatement of Public Nuisance [Substandard Structures]
Case No.: CV 09-06005 (Frey)
Subject Property: 44174 Florida Avenue, Hemet; APN: 549-152-038
District Three

RECOMMENDED MOTION: Move that:

Departmental Concurrence

- (1) The two (2) substandard structures (2 single family dwellings) on the real property located at 44174 Florida Avenue, Hemet, Riverside County, California, APN: 549-152-038, be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which does not permit substandard structures on the property.
- (2) Patricia Darlene Frey, the owner of the subject real property or whoever has possession or control of the premises, be directed to abate the substandard structures on the property by removing the same from the real property within ninety (90) days.

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

(Continued)

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

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

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

Policy Policy
 Consent Consent
 Dept Recomm.: Per Exec. Ofc.:

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Tavaglion, Stone, Benoit and Ashley
Nays: None
Absent: Buster
Date: June 8, 2010
xc: Co. Co., CED, Prop. Owner, Sheriff

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: | District: 3 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

9.3

- (3) The owner be ordered to ascertain the existence or non-existence of asbestos containing materials in said structures by survey and materials sample testing through the Industrial Hygiene Specialist of the County Health Department, Division of Special Services; and, prior to the abatement ordered in paragraph number two (2) above, to secure the removal and disposal of all asbestos containing materials discovered through such survey and testing by contract with a duly certified and licensed contractor for the handling of such materials to avoid citations and/or fines imposed by the South Coast Air Quality Management District (SCAQMD) pursuant to SCAQMD Rule No. 1403.
- (4) If the owner or whoever has possession or control of the real property does not take the above described action within ninety (90) days of the date of the Board's Order to Abate, that representatives of the Code Enforcement Department, Sheriff's Department, and/or a contractor, upon consent of the owner or receipt of a Court Order authorizing entry onto the real property when necessary under applicable law, shall abate the substandard structure and contents therein, by removing the same from the real property.
- (5) The reasonable costs of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Ordinance No. 725.
- (6) County Counsel be directed to prepare the necessary Findings of Facts and Conclusions that the substandard structure on the real property is declared to be in violation of Riverside County Ordinance No. 457 and a public nuisance, and further, to prepare an Order to Abate for approval by the Board.

JUSTIFICATION:

1. An inspection was made of the subject property by the Code Enforcement Officer on August 14, 2009 and December 9, 2009. The inspections revealed two (2) substandard structures (2 single family dwellings) on the subject property in violation of Riverside County Ordinance No. 457 (RCC Title 15). The substandard conditions of the structures included, but were not limited to, the following: lack of hot and cold running water to plumbing fixtures; hazardous plumbing; lack of required electrical lighting; members of walls, partitions, or other vertical supports that split, lean, list or buckle due to defective material or deterioration; dampness of habitable rooms; faulty weather protection; general dilapidation or improper maintenance; fire hazard; abandoned, vacant, public and attractive nuisance.
2. Follow-up inspections on February 23, 2010, February 26, 2010, March 11, 2010, and April 13, 2010 revealed that the property continues to be in violation of Riverside County Ordinance No. 457.
3. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for substandard structures.

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

3 IN RE ABATEMENT OF PUBLIC NUISANCE) CASE NO. CV 09-06005
4 [SUBSTANDARD STRUCTURES]; APN: 549-)
5 152-038, 44174 FLORIDA AVENUE, HEMET,) DECLARATION OF OFFICER
6 COUNTY OF RIVERSIDE, STATE OF) ANGELA FRAZIER
7 CALIFORNIA; PATRICIA DARLENE FREY,)
8 OWNER.) [R.C.O. No. 457, RCC Title 15]

9 I, Angela Frazier, declare:

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

16 2. On August 14, 2009, Code Enforcement Officer Ross and I conducted an initial inspection
17 of the real property known as 44174 Florida Avenue, Hemet, in the unincorporated area of Riverside
18 County, California, which is further described as Assessor's Parcel Number 549-152-038 (hereinafter
19 described as "THE PROPERTY"). A true and correct copy of a Thomas Brothers map page indicating
20 the approximate location of THE PROPERTY is attached hereto as Exhibit "A."

21 3. A review of County records and documents disclosed that THE PROPERTY was owned
22 by Patricia Darlene Frey at the time of the inspection referenced in paragraph 2 above (hereinafter
23 referred to as "OWNER"). A certified copy of the County Equalized Assessment Roll for the year 2009-
24 2010 and a report generated from the County Geographic Information System ("GIS") are attached hereto
25 as Exhibit "B" and incorporated herein by reference.

26 4. Based on the Lot Book Report from RZ Title Service on August 17, 2009 and updated on
27 February 16, 2010, it is determined that other parties potentially hold a legal interest in THE PROPERTY,
28 to-wit: Bank of America C/O Regional Trustee Services Corp., Liberty Reverse Mortgage, Inc., Seattle
Mortgage Company, Secretary of Housing and Urban Development ("INTERESTED PARTIES"). True
and correct copies of the Lot Book Reports are attached hereto and incorporated herein as Exhibit "C."

1 5. On August 14, 2009, Code Enforcement Officer Ross and I arrived at THE PROPERTY to
2 conduct an initial inspection of THE PROPERTY. THE PROPERTY was open and accessible with no
3 signs restricting our access. We entered and observed the following conditions as described below which
4 caused the main single family dwelling to be substandard and THE PROPERTY to constitute a public
5 nuisance in violation of the provisions set forth in Riverside County Ordinance 457, as codified in
6 Riverside County Code Title 15.

7 Main single family dwelling:

- 8 1) Lack of hot and cold running water to plumbing fixtures.
9 2) Lack of required electrical lighting.
10 3) Hazardous wiring.
11 4) Faulty weather protection.
12 5) General dilapidation or improper maintenance.
13 6) Abandoned/vacant, public and attractive nuisance.

14 6. On December 9, 2009, I returned to THE PROPERTY, which was open and vacant, with
15 Code Enforcement Officer Durant to conduct a follow up inspection. We entered and observed the
16 following conditions as described below which caused the rear single family dwelling structure to be
17 substandard and THE PROPERTY to constitute a public nuisance in violation of the provisions set forth
18 in Riverside County Ordinance 457, as codified in Riverside County Code Title 15.

19 Rear single family dwelling:

- 20 1) Lack of hot and cold running water to plumbing fixtures.
21 2) Hazardous plumbing.
22 3) Hazardous wiring.
23 4) Lack of adequate heating facilities.
24 5) Members of walls, partitions, or other vertical supports that split, lean, list or buckle due to
25 defective material or deterioration.
26 6) Dampness of habitable rooms.
27 7) Faulty weather protection.
28 8) General dilapidation or improper maintenance.
29 9) Fire hazard.
30 10) Abandoned/vacant, public and attractive nuisance.

31 7. A Notice of Violation, Notice of Defects and "Danger Do Not Enter" sign was posted on
32 THE PROPERTY on August 14, 2009 for the main dwelling and on December 9, 2009 for the rear
33 dwelling.

34 8. On October 30, 2009, a Notice of Violation and Notice of Defects for the main dwelling

1 was mailed to OWNER and INTERESTED PARTIES by certified mail, return receipt requested.

2 9. On December 10, 2009, a Notice of Violation and Notice of Defects for the rear dwelling
3 was mailed to OWNER and INTERESTED PARTIES by certified mail, return receipt requested

4 10. A site plan and photographs of the condition of THE PROPERTY are attached hereto and
5 as Exhibit "D" and are incorporated herein by reference.

6 11. True and correct copies of each Notice issued in this matter and other documentation are
7 attached hereto as Exhibit "E" and incorporated herein by reference.

8 12. On February 11, 2010, I conducted a follow up inspection of THE PROPERTY. From the
9 road right of way, I observed that THE PROPERTY remained unchanged and in violation of Riverside
10 County Ordinance No. 457 (RCC Title 15).

11 13. On February 23 and 26, 2010, I conducted follow-up inspections of THE PROPERTY.
12 From the public road right-of-way, I observed that the main dwelling had been boarded up and the front
13 door had been replaced. During my February 26, 2010 inspection, I observed a Notice of Trustee's Sale
14 posted on the front gate of THE PROPERTY.

15 14. I conducted a follow up inspection on March 11, 2010. From the road right of way, I
16 observed that the rear dwelling had also been boarded up and the front door replaced. THE PROPERTY
17 continued to remain in violation of Riverside County Ordinance No. 457 (RCC Title 15).

18 15. Based upon my experience, knowledge and visual observations, it is my determination that
19 the substandard structures (2 single family dwellings) on THE PROPERTY creates an extreme health,
20 safety, fire and structural hazard to the neighbors and general public.

21 16. A follow-up inspection on April 13, 2010, showed THE PROPERTY remained in violation
22 of Riverside County Ordinance No. 457 (RCC Title 15).

23 17. Furthermore, based on my observations of THE PROPERTY, I declare that the
24 SUBSTANDARD CONDITIONS of THE PROPERTY constitutes a public nuisance in violation of the
25 provisions set forth in Riverside County Ordinance No. 457 (RCC Title 15).

26 18. A Notice of Noncompliance was recorded on September 1, 2009 as Document Number
27 2009-0456633 in the Office of the County Recorder, Riverside County, State of California. A true and
28 correct copy of this notice is attached hereto as Exhibit "F" and incorporated herein by reference.

1 19. On April 8, 2010, the second notice, Notice to Correct County Ordinance Violations and
2 Abate Public Nuisance, providing the notification of the Board of Supervisors' hearing was mailed to
3 OWNER and INTERESTED PARTIES by certified mail, return receipt requested and was posted on THE
4 PROPERTY on April 13, 2010. A true and correct copy of the notice, together with proof of service,
5 returned receipt card and the Affidavit of Posting of Notice are attached as Exhibit "G" and incorporated
6 herein by reference.

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

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

12 (a) the structures (2 single family dwellings) be condemned as substandard buildings,
13 public nuisance and attractive nuisance;

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

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

24 (d) if the substandard structures are not razed, removed and disposed of, or
25 reconstructed in strict accordance with all Riverside County Ordinances, including but not limited to
26 Riverside County Ordinance No. 457 (RCC Title 15), within ninety (90) days of the date of the Board's
27 Order to Abate, the substandard structures and contents therein shall be abated by representatives of the
28 Riverside County Code Enforcement Department, a contractor or the Sheriff's Department upon receipt of

1 an owner's consent or a Court Order where necessary under applicable law authorizing entry onto THE
2 PROPERTY;

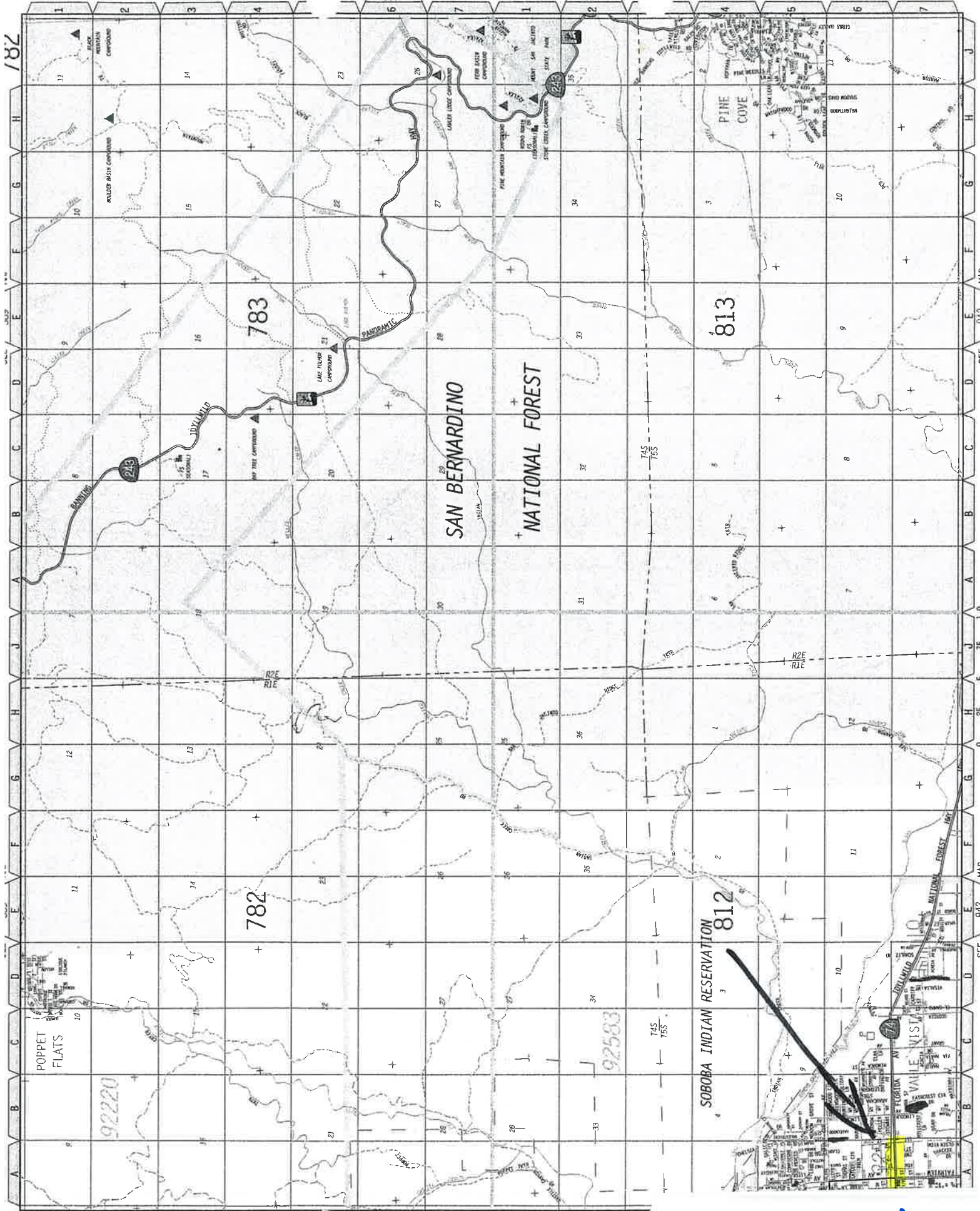
3 (e) that reasonable costs of abatement, after notice and opportunity for hearing, shall be
4 imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE
5 PROPERTY pursuant to Government Code Section 25845 and Riverside County Ordinance Nos. 457 and
6 725 (RCC Titles 15 and 1).

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

9 Executed this 14th day of April, 2010, at Mountain, California.

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12 ANGELA FRAZIER
13 Code Enforcement Officer
14 Code Enforcement Department
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Assessment Roll For the 2009-2010 Tax Year as of January 1, 2009

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

[View Parcel Map](#)

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

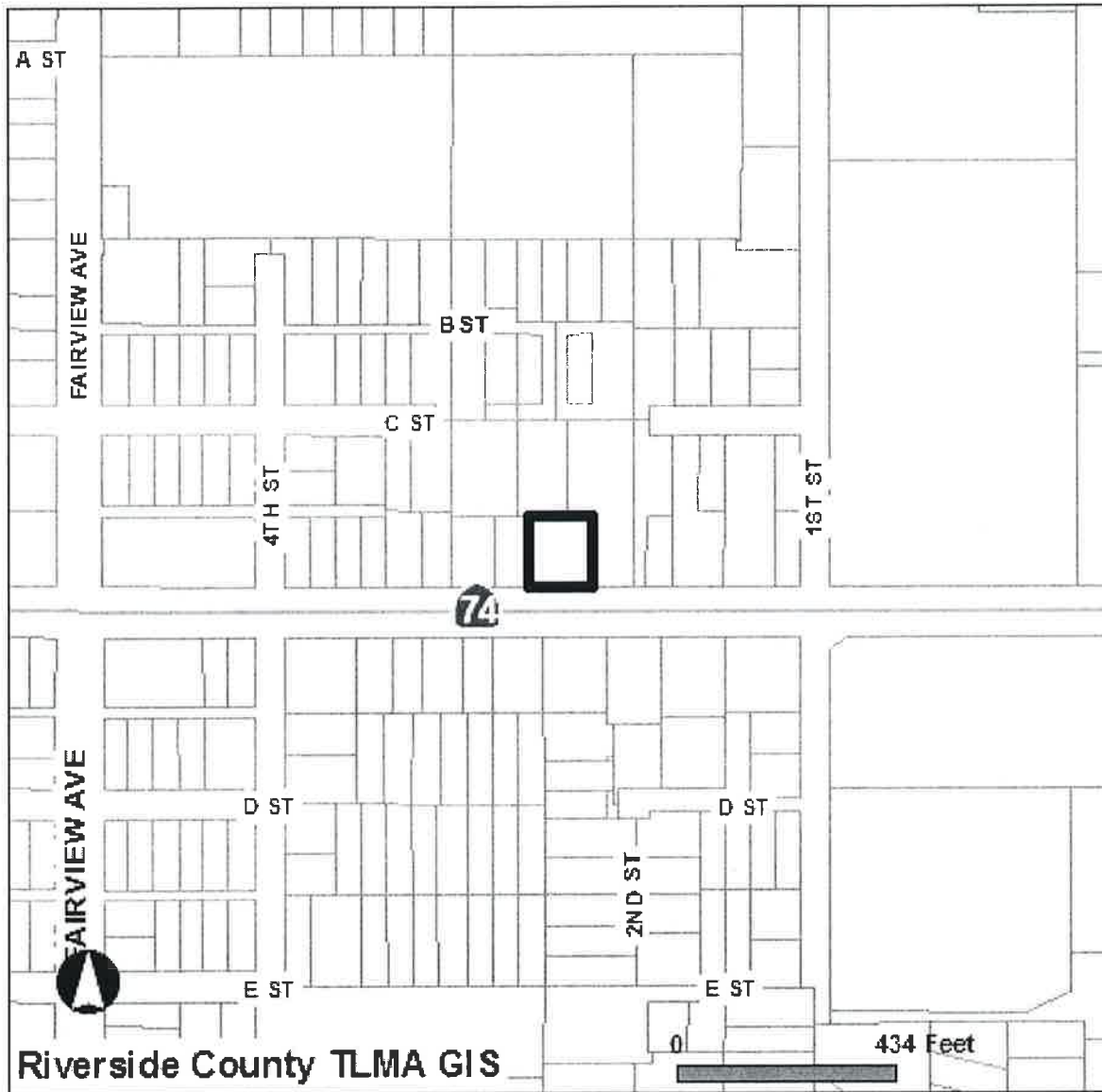
I hereby certify the foregoing instrument to which this stamp has been affixed consisting of 1 page to be a full, true and correct copy of the original on file and of record in my office.

Larry W Ward
 Assessor - County Clerk - Recorder
 County of Riverside, State of California
FEB 17 2010
 Dated: _____

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



RIVERSIDE COUNTY GIS



Selected parcel(s):
549-152-038

IMPORTANT

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

STANDARD REPORT

APNs

549-152-038-5

OWNER NAME / ADDRESS

PATRICIA DARLENE FREY
44174 FLORIDA AVE
HEMET, CA. 92544

MAILING ADDRESS

(SEE OWNER)
44174 FLORIDA AVE
HEMET CA.. 92544

LEGAL DESCRIPTION

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

LOT SIZE

RECORDED LOT SIZE IS 0.42 ACRES

PROPERTY CHARACTERISTICS

549-152-038
WOOD FRAME, 1040 SQFT., 2 BDRM/ 1 BATH, 1 STORY, CONST'D 1939 COMPOSITION, ROOF

549-152-038
WOOD FRAME, 427 SQFT., 1 BDRM/ 0.75 BATH, 1 STORY, CONST'D 1942 COMPOSITION, ROOF

THOMAS BROS. MAPS PAGE/GRID

PAGE: 812 GRID: A6, A7

CITY BOUNDARY/SPHERE

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

MARCH JOINT POWERS AUTHORITY

NOT IN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY

INDIAN TRIBAL LAND

NOT IN A TRIBAL LAND

SUPERVISORIAL DISTRICT (ORD. 813)

JEFF STONE, DISTRICT 3

TOWNSHIP/RANGE

T5SR1E SEC 9

ELEVATION RANGE

1766 FEET

PREVIOUS APN

NO DATA AVAILABLE

PLANNING

LAND USE DESIGNATIONS

Zoning not consistent with the General Plan,
CR

AREA PLAN (RCIP)

SAN JACINTO VALLEY

GENERAL PLAN POLICY OVERLAYS

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

GENERAL PLAN POLICY AREAS

NONE

ZONING CLASSIFICATIONS (ORD. 348)

R-R

ZONING DISTRICTS AND ZONING AREAS

BAUTISTA AREA

ZONING OVERLAYS

NOT IN A ZONING OVERLAY

SPECIFIC PLANS

NOT WITHIN A SPECIFIC PLAN

AGRICULTURAL PRESERVE

NOT IN AN AGRICULTURAL PRESERVE

REDEVELOPMENT AREAS

PROJECT AREA NAME: MCPA
 SUBAREA NAME: VALLE VISTA
 AMENDMENT NUMBER: 0
 ADOPTION DATE: DEC. 23, 1986
 ACREAGE: 451 ACRES

AIRPORT INFLUENCE AREAS
 NOT IN AN AIRPORT INFLUENCE AREA

AIRPORT COMPATIBILITY ZONES
 NOT IN AN AIRPORT COMPATIBILITY ZONE

ENVIRONMENTAL

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

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

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

WRMSHCP CELL NUMBER
 NOT IN A CELL

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

VEGETATION (2005)
 Developed/Disturbed Land

FIRE

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

FIRE RESPONSIBILITY AREA
 NOT IN A FIRE RESPONSIBILITY 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 A TUMF FEE AREA. SEE MAP FOR MORE INFORMATION. SAN JACINTO

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

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

DEVELOPMENT AGREEMENTS
 NOT IN A DEVELOPMENT AGREEMENT AREA

TRANSPORTATION

CIRCULATION ELEMENT ULTIMATE RIGHT-OF-WAY

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

ROAD BOOK PAGE

152B

CETAP (COMMUNITY AND ENVIRONMENTAL TRANSPORTATION ACCEPTABILITY PROCESS) CORRIDORS

NOT IN A CETAP CORRIDOR.

HYDROLOGY

FLOOD PLAIN REVIEW

NOT REQUIRED.

WATER DISTRICT

EMWD

FLOOD CONTROL DISTRICT

RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

WATERSHED

SAN JACINTO VALLEY

GEOLOGIC

FAULT ZONE

NOT IN A FAULT ZONE

FAULTS

NOT WITHIN A 1/2 MILE OF A FAULT

LIQUEFACTION POTENTIAL

MODERATE

SUBSIDENCE

SUSCEPTIBLE

PALEONTOLOGICAL SENSITIVITY

UNDETERMINED POTENTIAL.

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

MISCELLANEOUS

SCHOOL DISTRICT

HEMET UNIFIED

COMMUNITIES

VALLE VISTA

COUNTY SERVICE AREA

NOT IN A COUNTY SERVICE AREA.

LIGHTING (ORD. 655)

ZONE B, 27.03 MILES FROM MT. PALOMAR OBSERVATORY

2000 CENSUS TRACT

043701

FARMLAND

URBAN-BUILT UP LAND

TAX RATE AREAS

071-203

- COUNTY FREE LIBRARY
- COUNTY STRUCTURE FIRE PROTECTION
- COUNTY WASTE RESOURCE MGMT DIST
- CSA 152
- EASTERN MUN WTR IMP DIST 17
- EASTERN MUNICIPAL WATER

- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZONE 4
- GENERAL
- GENERAL PURPOSE
- HEMET UNIFIED SCHOOL
- LAKE HEMET MUNICIPAL WATER
- METRO WATER EAST 1301999
- MT SAN JACINTO JUNIOR COLLEGE
- PROJECT 3-VALLE VISTA
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- SAN JACINTO BASIN RESOURCE CONS
- SAN JACINTO VALLEY CEMETERY
- VALLEY HEALTH SYSTEM HOSP DIST
- VALLEY WIDE REC & PARK

SPECIAL NOTES

NO SPECIAL NOTES

CODE COMPLAINTS

Case #	Description	Start Date
CV0905774	NEIGHBORHOOD ENFORCEMENT	Aug. 6, 2009
CV0906005	ABATEMENT	Aug. 14, 2009

REPORT PRINTED ON...Tue Feb 16 14:27:55 2010



INVOICE

Order Number: 21240

Order Date: 2/16/2010

Customer Information:

Acct No. 1044

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

Attn: Brent Steele
REF: CV09-06005 / Brenda Peeler
IN RE: FREY, PATRICIA DARLENE

Product and/or Service ordered for Property known as:

**44174 Florida Ave., #913
Hemet, CA 92544**

DESCRIPTION:
Updated Lot Book

FEE:
\$57.00

TOTAL DUE:

\$57.00

Payment due upon receipt. Please remit to:

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



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

Updated Lot Book

Customer:

RIVERSIDE COUNTY TLMA-CODE INFORCEMENT

4080 Lemon Street
 Riverside CA 92501

Attn: Brent Steele
 Reference: CV09-06005 / Brenda Peeler
 IN RE: FREY, PATRICIA DARLENE

Property Address: 44174 Florida Ave., #913
 Hemet CA 92544

Order Number: **21240**

Order Date: 2/16/2010

Dated as of: 2/9/2010

County Name: Riverside

FEE(s):
 Report: \$57.00

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

All exceptions are as follows:

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

Assessments:	Land Value:	\$76,381.00
	Improvement Value:	\$25,059.00
	Exemption Value:	\$0.00
	Total Value:	\$101,440.00

Property Taxes for the Fiscal Year	2009-2010
First Installment	\$586.43
Penalty	\$58.62
Status	NOT PAID-DELINQUENT
Second Installment	\$586.43
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2010)

Notice of Non-Compliance filed by	County of Riverside Department of Code Enforcement
In the matter of the property of	Patricia Darlene Frey
Case No.	CV09-06005
Recorded	09/01/2009



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

Order Number: 21240

Reference: CV09-06005 / Bre

Document No.	2009-0456633
Notice of Non-Compliance filed by	County of Riverside Department of Code Enforcement
In the matter of the property of	Patricia Darlene Frey
Case No.	CV09-05775
Recorded	10/21/2009
Document No.	2009-0543114
Notice of Default Recorded	11/19/2009
Document No.	2009-0599998

NO OTHER EXCEPTIONS

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

DOC # 2009-0456633

09/01/2009 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder

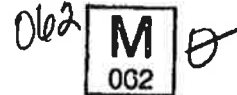


NOTICE OF NONCOMPLIANCE

In the matter of the Property of)

Patricia Darlene Frey)

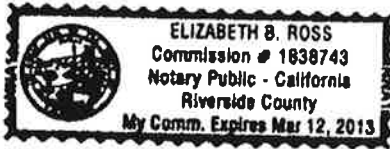
Case No.: CV09-06005



NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No.457, (RCC Title 15.16.020) described as Substandard Structure. Such Proceedings are based upon the noncompliance of such real property, located at 44174 Florida Avenue, Hemet, CA, and more particularly described as Assessor's Parcel Number 549-152-038 and having a legal description of 0 Acres, MB 5/285 SD, LOT 11, Block 18, Por. Records of Riverside County, with the requirements of Ordinance No. 457 (RCC Title 15.16.020).

The owner has been advised to immediately correct the above-referenced violation to avoid further action by the County of Riverside, which may include remediation or restoration to abate the public nuisance or other remedies available to the department by a court of competent jurisdiction. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 39493 Los Alamos Road, Murrieta, CA 92563; Attention: Code Enforcement Officer A. Frazier (951) 600-6140.

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



COUNTY OF RIVERSIDE
DEPARTMENT OF CODE ENFORCEMENT

By: Hector Viray
Hector Viray
Code Enforcement Department

ACKNOWLEDGEMENT

State of California)
County of Riverside)

On 8/26/09 before me, Elizabeth B. Ross, Notary Public, personally appeared Hector Viray, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Elizabeth B. Ross
Commission #1838743 Comm. Expires March 12, 2013

Public Record

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

DOC # 2009-0543114

10/21/2009 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



NOTICE OF NONCOMPLIANCE

006
Ø **M**
006

In the matter of the Property of)

Case No.: CV09-05775

Patricia Darlene Frey)

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No.457, (RCC Title 15.48.040) described as Substandard Mobile Home/Trailer/RV. Such Proceedings are based upon the noncompliance of such real property, located at 44174 Florida Avenue, Hemet, CA, and more particularly described as Assessor's Parcel Number 549-152-038 and having a legal description of 0 Acres, MB 005/285 SD Town of Florida, Lot 11, Block 18, Por. Records of Riverside County, with the requirements of Ordinance No. 457 (RCC Title 15.48.040).

The owner has been advised to immediately correct the above-referenced violation to avoid further action by the County of Riverside, which may include remediation or restoration to abate the public nuisance or other remedies available to the department by a court of competent jurisdiction. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 39493 Los Alamos Road, Murrieta, CA 92563; Attention: Code Enforcement Officer A. Frazier (951) 600-6140.

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

COUNTY OF RIVERSIDE
DEPARTMENT OF CODE ENFORCEMENT

By: 

Hector Viray
Code Enforcement Department

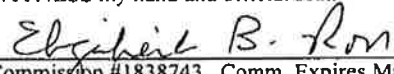
ACKNOWLEDGEMENT

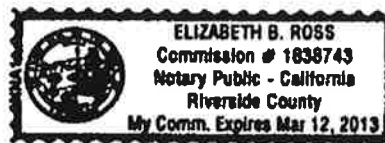
State of California)
County of Riverside)

On 10/13/09 before me, Elizabeth B. Ross, Notary Public, personally appeared Hector Viray, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.


Commission #1838743 Comm. Expires March 12, 2013



Public Record

DOC # 2009-0599998
 11/19/2009 08:00A Fee:21.00
 Page 1 of 4
 Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder



RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

REGIONAL TRUSTEE SERVICES CORPORATION
 616 1st Avenue, Suite 500
 Seattle, WA 98104

Trustee's Sale No: 05-BR-86219
 4301142

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NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

IMPORTANT NOTICE

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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 \$276,278.64 as of 11/18/2009, 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).

Pursuant to California Civil Code Section 2923.5, the mortgagee, beneficiary, or authorized agent has contacted the borrower, tried with due diligence to contact the borrower as required by this section, or the borrower has surrendered the property to the mortgagee, trustee, beneficiary, or authorized agent OR the undersigned certifies that the compliance with Civil Code Section

2923.5 was made at least thirty (30) days prior to the date of this Notice of Default and Election to Sell Under Deed of Trust.

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

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

**BANK OF AMERICA
C/O REGIONAL SERVICE CORPORATION
616 1st Avenue, Suite 500
Seattle, WA 98104
(206) 340-2550**

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.

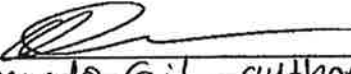
NOTICE IS HEREBY GIVEN that REGIONAL SERVICE CORPORATION, is either the duly appointed Trustee, the substitute Trustee or acting as agent for the Beneficiary under a Deed of Trust dated 4/11/2007, executed by PATRICIA DARLENE FREY, A SINGLE WOMAN, as Trustor, to secure obligations in favor of LIBERTY REVERSE MORTGAGE, INC., as Beneficiary, recorded 4/17/2007, as Instrument No. 2007-0256926, of Official Records in the office of the Recorder of RIVERSIDE County, CALIFORNIA, as more fully described on said deed of trust including one note(s) for the sum of \$525,000.00. That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred as follows:

FAILURE TO PAY THE PRINCIPAL BALANCE WHICH BECAME DUE ON 4/25/2009, DUE TO THE CONDITIONS ON THE NOTE REFERENCED AS PARAGRAPH 7 (A), TOGETHER WITH ACCRUED AND ACCRUING INTEREST, CHARGES, FEES AND COSTS AS SET FORTH.

That by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration and Demand for Sale, and has deposited with said Trustee, such Deed of Trust and all the 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.

Dated: 11/18/2009

Regional Service Corporation, Trustee
By FIRST AMERICAN TITLE INSURANCE COMPANY,
As authorized agent

By 
Armando Gil, authorized
agent

Page 2 of 2

CA NOD

Public Record

**NOTICE OF DEFAULT DECLARATION
BENEFICIARY DECLARATION OF COMPLIANCE WITH (OR EXCEPTION FROM) CIVIL CODE
§2923.5 AND AUTHORIZATION OF AGENT (FOR NOTICE OF DEFAULT)**

Borrower(s): PATRICIA DARLENE FREY
Servicer: BANK OF AMERICA
Property: 44174 EAST FLORIDA AVENUE, HEMET, CA 92544
Loan No./TS No.: XXXXXXXXXXX8199/05-BR-86219

The undersigned beneficiary¹ or authorized agent for the beneficiary hereby represents and declares that [check the applicable box and fill in any blanks so that the trustee/foreclosure agent can insert, on the beneficiary's behalf, the applicable declaration in the notice of default required pursuant to Civil Code § 2923.5]:

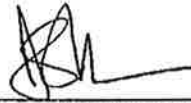
1. The beneficiary or beneficiary's authorized agent has contacted the borrower pursuant to, and has complied with, Civil Code § 2923.5(a)(2) (contact provision to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure"). State the date "contact" with the borrower(s) was accomplished pursuant to Civil Code § 2923.5(a)(2):, 20____.
2. The beneficiary or beneficiary's authorized agent has exercised due diligence to contact the borrower as required by California Civil Code § 2923.5(g) and, after waiting two weeks after the telephone call requirements of Civil Code § 2923.5(g)(2) were satisfied, the beneficiary or the beneficiary's authorized agent sent to the borrower(s), by certified mail, return receipt requested, the letter required by Civil Code § 2923.5(g)(3).
3. Pursuant to Civil Code § 2923.5(h)(1), the borrower has surrendered the secured property as evidenced by either a letter confirming the surrender or by delivery of the keys to the secured property to the beneficiary, the beneficiary's authorized agent or to the trustee.
4. Pursuant to Civil Code § 2923.5(h)(2), the beneficiary or beneficiary's authorized agent has evidence in its file, 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.
5. Pursuant to Civil Code § 2923.5(h)(3), the beneficiary or the beneficiary's authorized agent has verified information that, on or before the date of this declaration, the borrower(s) has filed for bankruptcy, and the proceedings have not been finalized. "Finalized" is not defined by § 2923.5(h)(3). For purposes of this Code section, trustee, foreclosure agent and/or their authorized agent is defining the term as either: (1) an order entered on the court's docket closing the file by the court; or, (2) an order entered on the court's docket dismissing the bankruptcy case. If the beneficiary or the beneficiary's agent interprets "finalized" in another manner, please state the basis upon which the beneficiary believes that the bankruptcy has not been finalized. _____

¹ Beneficiary as used herein shall include mortgagee.

6. This loan has been discharged through Chapter 7 bankruptcy and the borrower is no longer personally liable for the debt. Federal bankruptcy law prohibits the beneficiary or the beneficiary's authorized representative from contacting a debtor whose account has been discharged in bankruptcy regarding payment on the account. We therefore request an exemption of the requirements of Civil Code §2923.5.
7. This loan is exempt due to borrower being deceased/non-occupancy of owner. You are instructed that compliance with Civil Code § 2923.5 and 2924.8 is not necessary to proceed with preparing and processing a notice of default.

The undersigned authorizes the trustee, foreclosure agent and/or their authorized agent to sign, on behalf of the beneficiary/authorized agent, the notice of default containing the declaration required pursuant to Civil Code § 2923.5(b).

Dated: 10/30/09



BENEFICIARY'S/AUTHORIZED AGENTS SIGNATURE

Print Name: Tiffany Linnes, Vice President



INVOICE

Order Number: 19407

Order Date: 8/17/2009

Customer Information:

Acct No. 1044

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

Attn: Brent Steele
REF: CV09-05774 / Liz Ross
IN RE: FREY, PATRICIA DARLENE

Product and/or Service ordered for Property known as:

**44174 Florida Avenue
Hemet, CA 92544**

DESCRIPTION:	FEE:
Lot Book Report	\$114.00
TOTAL DUE:	\$114.00

Payment due upon receipt. Please remit to:

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



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

Lot Book Report

Order Number: **19407**

Customer:

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

Order Date: 8/17/2009
 Dated as of: 8/12/2009
 County Name: Riverside

Attn: Brent Steele
 Reference: CV09-05774 / Liz Ross
 IN RE: FREY, PATRICIA DARLENE

FEE(s):
 Report: \$114.00

Property Address: 44174 Florida Avenue
 Hemet CA 92544

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

Assessments:

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

Tax Information

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



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

Order Number: 19407

Reference: CV09-05774 / Liz

Property Vesting

The last recorded document transferring title of said property

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

Deeds of Trust

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

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

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



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

Order Number: 19407
Reference: CV09-05774 / Liz

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

Additional Information

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

Legal Description

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

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

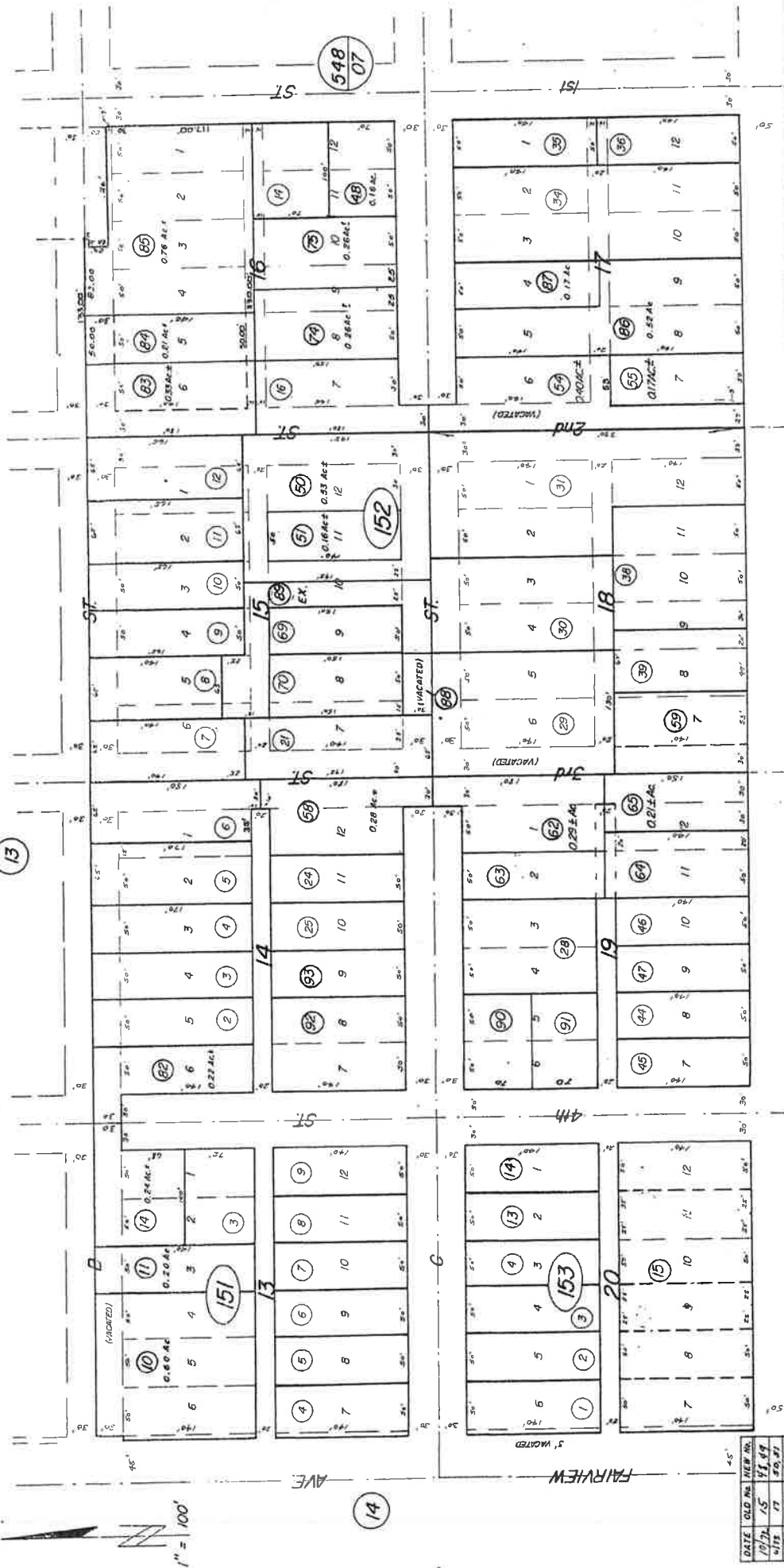
EXCEPTING THEREFROM THE WEST 20.00 FEET OF LOT 9,
ALSO EXCEPTING THEREFROM ANY PORTION WITHIN THE ALLEY TO NORTH OF SAID PROPERTY.

549-15

T. C. A. 071-203

PTN RHO. SAN JACINTO VIEJO
(SEC. 9 T95-RIE)

THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY



DATE	OLD NO.	NEW NO.	DATE	OLD NO.	NEW NO.	DATE	OLD NO.	NEW NO.
12/78	152-15	86-07	4/84	152-17	79	12/78	152-15	86-07
3/80	152-25	86-10	7/84	152-18	80	3/80	152-25	86-10
06/80	152-06	80-07	4/83	151-12	151-13	06/80	152-06	80-07
3-83	152-49	74-75	-	2-13	151-14	3-83	152-49	74-75
12-83	152-71	76	8/90	152-67	83	12-83	152-71	76
-	152-73	77	12-83	152-74	78	-	152-73	77
11/77	152-02	90-03	8/08	152-5-12	85	11/77	152-02	90-03
4/77	152-01	82-65				4/77	152-01	82-65

TOWN of FLORIDA MB. 5/285 SD.

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

DATE



RECORDING REQUESTED BY
 Lenders Choice Title Company
 AND WHEN RECORDED MAIL TO

Name PATRICIA DARLENE FREY
 Street Address 44174 E FLORIDA AVE
 City, State Zip HEMET, CA 92544-5461

Order No. 61-00761534

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

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
 City of HEMET
 Conveyance Tax is \$0
 Parcel No. 549-152-038-5

Documentary Transfer Tax is \$0, 11911, VESTING CORRECTION
 computed on full value of interest or property conveyed, or
 full value less value of liens or encumbrances remaining at the time of sale

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Declarant or Agent Determining Tax 10

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
 PATICIA DARLENE FREY, A SINGLE WOMAN, WHO ACQUIRED TITLE AS ^kPAT FREY, A SINGLE WOMAN
 hereby GRANT(s) to
 PATRICIA DARLENE FREY, A SINGLE WOMAN
 the following real property in the city of HEMET
 county of RIVERSIDE, state of CALIFORNIA:
 See Exhibit A attached hereto and made a part hereof.

Dated: April 11, 2007

STATE OF CALIFORNIA
 COUNTY OF RIVERSIDE

On April 11, 2007 before me,
 Deborah Springer

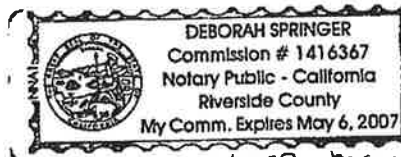
a Notary Public in and for said County and State, personally appeared

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

WITNESS my hand and official seal.
 Signature Deborah Springer

s.s.

Pat Frey
 PAT FREY
 AKA PATICIA DARLENE FREY



exp. May 6, 2007
 (This area for official notarial seal)

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

Name Street Address City & State

Public Record

7

Exhibit A

DESCRIPTION:

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

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

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

APN: 549-152-038-5

P. D. F.

This Document Prepared By:
LIBERTY REVERSE MORTGAGE, INC.

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

3100 ZINFANDEL DRIVE SUITE 300
RANCHO CORDOVA, CALIFORNIA 95670



When Recorded Mail To:
LIBERTY REVERSE MORTGAGE, INCL.

3100 ZINFANDEL DRIVE SUITE 300
RANCHO CORDOVA, CALIFORNIA 95670

61-00761534

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State of California

4431590

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

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025

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

whose address is **44174 E. FLORIDA AVENUE,
HEMET, CA 92544** ("Borrower"). The trustee is
LENDERS CHOICE TITLE COMPANY, 3100 ZINFANDEL DR. SUITE 350, RANCHO CORDOVA, CA
("Trustee"). The beneficiary is
LIBERTY REVERSE MORTGAGE, INC.

, which is
, and whose address is
3100 ZINFANDEL DRIVE SUITE 300, RANCHO CORDOVA, CALIFORNIA 95670
("Lender").

Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at a rate subject to adjustment, and all renewals, extensions and modifications of the Note, up to a maximum principal amount of
FIVE HUNDRED TWENTY FIVE THOUSAND AND 00/100 -----

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

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

which has the address of 44174 E. FLORIDA AVENUE

[Street]

HEMET
(City)

CALIFORNIA
(State)

92544
(Zip Code)

("Property Address");

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

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

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

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

1. **Payment of Principal and Interest.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Grounds for Acceleration of Debt.**

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

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

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

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

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

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

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

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

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

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

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

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

12. Lien Status.

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

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

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

13. Relationship to Second Security Instrument.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **Foreclosure Procedure.** If Lender requires immediate payment in full under Paragraph 9, Lender may invoke the power of sale and any other remedies permitted under applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on

Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

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

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

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

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

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

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

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

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

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

23. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

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

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

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

4431590

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

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

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

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

Patricia Darlene Frey _____ (Seal)
Patricia Darlene Frey -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

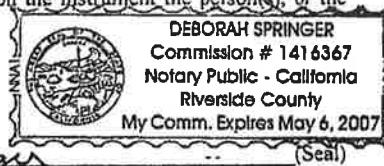
_____ (Seal)
-Borrower

[Space Below This Line For Acknowledgment]

STATE OF California COUNTY OF Riverside
On April 11, 2007, before me, Deborah Springer, Notary Public personally appeared
Patricia Darlene Frey

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

WITNESS my hand and official seal.



Deborah Springer (Seal)

NOTARY MUST PRINT OR TYPE

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

Name of the notary: Deborah Springer

County of notary's principal place of business: Riverside

Notary's phone number: (951) 529-2916

Notary's registration number: 1416367

Commission expiration date: May 6, 2007

P.D.F.

Exhibit A

DESCRIPTION:

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

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

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

APN: 549-152-038-5

R. U. F.

DOC # 2007-0273261
 04/24/2007 08:00A Fee: 15.00
 Page 1 of 3
 Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder

RECORDING REQUESTED BY:
 SEATTLE MORTGAGE COMPANY

AND WHEN RECORDED MAIL TO:
 190 QUEEN ANNE AVENUE NORTH, SUITE 500
 SEATTLE, WASHINGTON 98109



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

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

15

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044

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

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

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

Borrower, to
 LIBERTY REVERSE MORTGAGE, INC.

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

4431590

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

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

On April 12, 2007 before me,
Jennifer Pasqua

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

By: *Phil Scott*
Title: Phil Scott, VP

* phil scott



WITNESS my hand and official seal

Signature *Jennifer Pasqua*

Notary Public

Exhibit A

DESCRIPTION:

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

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

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

APN: 549-152-038-5



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

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

61-00761534

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State of California

FMA Case No. 0484476050952/255
 4431590

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

30
T
 025

THIS DEED OF TRUST SECURES A REVERSE MORTGAGE LOAN

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

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

("Borrower"). The trustee is

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

("Trustee"). The

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

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

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

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

which has the address of 44174 E. FLORIDA AVENUE

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

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is only encumbered by a First Security Instrument given by Borrower and dated the same date as this Security Instrument ("First Security Instrument"). Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

1. **Payment of Principal and Interest.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Second Note.

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Grounds for Acceleration of Debt.**

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

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

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

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

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

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

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

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

12. Lien Status.

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

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

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

13. Relationship to First Security Instrument.

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

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

- (i) The First Security Instrument is assigned to the Secretary; or
- (ii) The Secretary accepts reimbursement by the holder of the First Note for all payments made by the Secretary.

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

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

- (i) Be required to pay amounts owed under the First Note, or pay any rents and revenues of the Property under Paragraph 19 to the holder of the First Note or a receiver of the Property, until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note; or
- (ii) Be obligated to pay interest or shared appreciation under the First Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the First Note.

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

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

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

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

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

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

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

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

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

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

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

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

20. **Foreclosure Procedure.** If Lender requires immediate payment in full under Paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

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

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

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

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

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

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

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

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

23. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

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

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

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

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

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

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

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

Patricia Darlene Frey _____ (Seal)
 Patricia Darlene Frey -Borrower

_____ (Seal)
 -Borrower

_____ (Seal)
 -Borrower

_____ (Seal)
 -Borrower

[Space Below This Line For Acknowledgment]

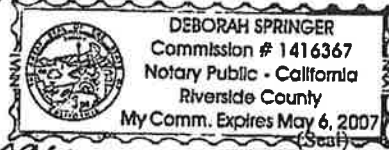
STATE OF California COUNTY OF Riverside CA

On April 11, 2007, before me, Deborah Springer, Notary Public, personally appeared

Patricia Darlene Frey

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

WITNESS my hand and official seal.



Deborah Springer

NOTARY MUST PRINT OR TYPE

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

Name of the notary: Deborah Springer

County of notary's principal place of business: Riverside

Notary's phone number: (951) 529-2916

Notary's registration number: 1416367

Commission expiration date: May 6, 2007

P. U. F.

Exhibit A

DESCRIPTION:

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

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

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

APN: 549-152-038-5

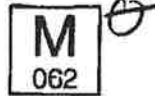
P. U. F.

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



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NOTICE OF NONCOMPLIANCE



In the matter of the Property of)

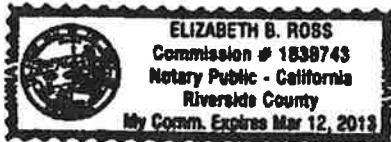
Case No.: CV09-05774

Patricia Darlene Frey)

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No.541, (RCC Title 8.120.010) described as Accumulated Rubbish. Such Proceedings are based upon the noncompliance of such real property, located at 44174 Florida Avenue, Hemet, CA, and more particularly described as Assessor's Parcel Number 549-152-038 and having a legal description of 0 Acres, MB 5/285/SD, LOT 11, BLOCK 18, POR, Records of Riverside County, with the requirements of Ordinance No. 541 (RCC Title 8.120.010).

The owner has been advised to immediately correct the above-referenced violation to avoid further action by the County of Riverside, which may include remediation or restoration to abate the public nuisance or other remedies available to the department by a court of competent jurisdiction. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 39493 Los Alamos Road, Murrieta, CA 92563; Attention: Code Enforcement Officer A. Frazier (951) 600-6140.

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



COUNTY OF RIVERSIDE
DEPARTMENT OF CODE ENFORCEMENT

By: Hector Viray
Hector Viray
Code Enforcement Department

ACKNOWLEDGEMENT

State of California)
County of Riverside)

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

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

WITNESS my hand and official seal.

Elizabeth B. Ross
Commission #1838743 Comm. Expires March 12, 2013

Site Plan



Selected parcel(s):
549-152-038

IMPORTANT

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

REPORT PRINTED ON...Thu Jan 14 10:08:01 2010

CV 09 06005

PHOTO EVIDENCE # 2 Ofc. A. Frazier CV 09 06005



PHOTO # 1 NOTES: 2) Lack of hot and cold running water to plumbing fixture



PHOTO # 2 NOTES: 6) Hazardous Wiring

PHOTO EVIDENCE # 3 Ofc. A. Frazier CV 09 06005



PHOTO # 1 NOTES:



PHOTO # 2 NOTES: 5) Lack of required electrical lighting

PHOTO EVIDENCE # 4 Ofc. A. Frazier CV 09 06005



PHOTO # 1 NOTES:



PHOTO # 2 NOTES: 6) Hazardous Wiring

PHOTO EVIDENCE # 5 Ofc. A. Frazier CV 09 06005



PHOTO # 1 NOTES: 13) Faulty weather protection



PHOTO # 2 NOTES: 13) Faulty weather protection

PHOTO EVIDENCE # 1 Ofc. A. Frazier CV 09 06005



PHOTO # 1 NOTES: 44174 Florida Ave, Hemet Ca



PHOTO # 2 NOTES:



wdurant/photo of broken pipes under kitchen sink #4 - 12/09/2009



6 Hazardous wiring. CEO Frazier, A - 12/09/2009



wdurant/photo of electrical wiring exposed #6 - 12/09/2009



w Durant/photo of electrical wiring exposed #6 - 12/09/2009



wdurant/photo of heater unit missing cover plate #7 - 12/09/2009



wdurant/photo of water damage and wood rot #10 - 12/09/2009



#12 Dampness of habitable rooms. No front door. CEO Frazier - 12/09/2009



wdurant/photo of broken window glass #13 - 12/09/2009



#13 Faulty weather protection. CEO Frazier, A - 12/09/2009



wdurant/photo of living room with trash and debris #16 - 12/09/2009



wdurant/photo of substandard bathroom - 12/09/2009



wdurant/photo of substandard kitchen area - 12/09/2009



wdurant/photo of neo-nazi graffitti on interior wall - 12/09/2009



wdurant/photo of electrical wiring exposed #6 - 12/09/2009



6 Hazardous wiring. CEO Frazier, A - 12/09/2009

EXHIBIT NO. 121



wdurant/photo of trash and debris in bedroom #14 - 12/09/2009

EXHIBIT NO. D22



wdurant/photo of trash and debris in bedroom - 12/09/2009

EXHIBIT NO. D23



wdurant/exterior photo of substandard second unit - 12/09/2009



Front View of Second dwelling. CEO Frazier - 12/09/2009

EXHIBIT NO. 225



Side View of Second dwelling. CEO Frazier, Angela - 12/09/2009

EXHIBIT NO. Dele



**COUNTY OF RIVERSIDE
CODE ENFORCEMENT DEPARTMENT**

NOTICE OF VIOLATION

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

THE PROPERTY AT: 49174 Florida Ave, Hemet APN#: 549-152-038

WAS INSPECTED BY OFFICER: FRAZER, A ID#: 78 ON 08/14/09 AT 0735 (a) am/pm

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

<input type="radio"/>	5.28.040 (RCO 593)	Excessive Yard Sales - Cease yard sale. Limit of 3 yard sale events, not over 3 consecutive days, per year.	<input type="radio"/>	17.252.030 (RCO 348)	Unpermitted Outdoor Advertising Display - Obtain a permit from the Planning Dept. or remove display.
<input type="radio"/>	8.28.030 (RCO 821)	Unfenced Pool - Install or provide adequate fencing to secure the pool.	<input type="radio"/>	17.172.205 (RCO 348)	Prohibited Fencing - Remove fence. Fences shall not be constructed of garage doors, tires, pallets or other materials not typically used for the construction of fences.
<input 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 checked="" type="radio"/>	15.16.020 (RCO 457)	Substandard Structure - Obtain a permit from the Bldg. & Safety Dept. to rehabilitate per Notice of Defects or demolish the structure.	<input type="radio"/>	17. _____ (RCO 348)	Unpermitted Land Use: _____ Cease all business activities. Obtain Planning Dept. approval prior to resuming business operations.
<input type="radio"/>	15.48.010 (RCO 457)	Unpermitted Mobile Home —Vacate mobile home. Obtain the appropriate permits from the Planning Dept. & Dept. of Bldg. & Safety prior to occupancy or remove Mobile Home.	<input type="radio"/>	17. _____ (RCO 348)	Excessive Outside Storage - Remove or reduce all outside storage to less than _____ square feet at the rear of the property.
<input type="radio"/>	15.48.040 (RCO 457)	Substandard Mobile Home/Trailer/RV - Obtain a permit from the Bldg. & Safety Dept. to rehabilitate per Notice of Defects and Title 25 or demolish the Mobile Home/Trailer/RV.	<input type="radio"/>		
			<input type="radio"/>		
			<input type="radio"/>		

COMMENTS: Main Dwelling

IMPORTANT! CORRECTION(S) MUST BE COMPLETED BY: 9/14/09. 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 AS DETERMINED BY THE BOARD OF SUPERVISORS. YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO RIVERSIDE COUNTY ORDINANCE 725 AND RIVERSIDE COUNTY CODE 1.16.

SIGNATURE _____

PRINT NAME _____

DATE _____

EXHIBIT NO. E

CDL/CID# _____

D.O.B. _____

TEL. NO. _____

POSTED

WHITE: VIOLATOR

GREEN: CASE FILE

YELLOW: POSTING

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

UNIFORM HOUSING HEALTH & SAFETY
CODE SECTIONS CODE SECTIONS

SUBSTANDARD BUILDING CONDITIONS:

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

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

Case No. 131A Address 44174 Florida AVE

Date 8/14/09 Officer FRAZIER, A.
Main Dwelling

285-025 (4/96)

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

EXHIBIT NO. ER



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

AFFIDAVIT OF POSTING OF NOTICES

Case No: CV 09 06005

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

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

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

That on **08/14/2009 at 0935 hours**, I securely and conspicuously posted **Field Notice of Violation, Notice Defects, Danger sign**

1. **RCC 15.16.010 (Substandard Structure – Main Dwelling)**

at the property described as:

Property Address: 44174 Florida Ave, Hemet Ca

Assessor's Parcel Number: 549-152-038

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

Executed on **August 15, 2009** at Murrieta, California.

CODE ENFORCEMENT DEPARTMENT

By: _____

Angela Frazier
Angela Frazier, Code Enforcement Officer, II



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

NOTICE OF VIOLATION

October 30, 2009

PATRICIA DARLENE FREY
44174 FLORIDA AVE
HEMET, CA. 92544

RE CASE NO: CV0906005

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 44174 FLORIDA AVE, HEMET California, Assessor's Parcel Number 549-152-038, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457), of the Riverside County Code.

Said violation is described as:

- 1) 15.16.020 (Ord. 457) - An inspection was made of the above-referenced subject property in response to complaints received by this office. The structure(s) was/were found to be substandard and a public nuisance in violation of Riverside County Code Section 15.16, and as such, was posted with a "Danger Do Not Enter" sign and a copy of the enclosed "Notice of Defects," which sets forth the conditions that render the building unsafe for human habitation.

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

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

YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:

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

COMPLIANCE MUST BE COMPLETED BY November 29, 2009. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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.

39493 LOS ALAMOS ROAD, SUITE #A, MURRIETA, CALIFORNIA 92563
(951) 600-6140 • FAX (951) 600-6190

EXHIBIT NO. EM

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 SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.

CODE ENFORCEMENT DEPARTMENT

By: Angela Frazier, Code Enforcement Officer II

RIVERSIDE COUNTY DEPARTMENT OF BUILDING AND SAFETY CODE ENFORCEMENT

NOTICE OF DEFECTS

	UNIFORM HOUSING CODE SECTIONS	HEALTH & SAFETY CODE SECTIONS
SUBSTANDARD BUILDING CONDITIONS:		
1. <input type="checkbox"/> Lack of or improper water closet, lavatory, bathtub, shower or kitchen sink.....	1001(b)1,2,3	17920.3(a)1,2,3
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
2. <input checked="" type="checkbox"/> Lack of hot and cold running water to plumbing fixtures	1001(b)4,5	17920.3(a)4,5
OBTAIN PERMIT TO: <input checked="" type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
3. <input type="checkbox"/> Lack of connection to required sewage system.....	1001(b)14	17920.3(a)14
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
4. <input type="checkbox"/> Hazardous plumbing.....	1001(f)	17920.3(e)
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
5. <input checked="" type="checkbox"/> Lack of required electrical lighting.....	1001(b)10	17920.3(a)10
OBTAIN PERMIT TO: <input checked="" type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
6. <input checked="" type="checkbox"/> Hazardous Wiring.....	1001(e)	17920.3(d)
OBTAIN PERMIT TO: <input checked="" type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
7. <input type="checkbox"/> Lack of adequate heating facilities.....	1901(o)6	17920.3(a)6
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
8. <input type="checkbox"/> Deteriorated or inadequate foundation.....	1001(c)1	17920.3(b)1
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
9. <input type="checkbox"/> Defective or deteriorated flooring or floor supports.....	1001(c)2	17920.3(b)2
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
10. <input type="checkbox"/> Members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration.....	1001(c)4	17920.3(b)4
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
11. <input type="checkbox"/> Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split, or buckle due to defective material or deterioration.....	1001(c)6	17920.3(b)6
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
12. <input type="checkbox"/> Dampness of habitable rooms.....	1001(b)11	17920.3(a)11
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
13. <input checked="" type="checkbox"/> Faulty weather protection.....	1001(h)1-4	17920.3(g)1-4
A. Deteriorated or ineffective weather proofing of exterior walls, roof or floors including broken windows or doors, lack of paint or other approved wall covering.		
OBTAIN PERMIT TO: <input checked="" type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
14. <input checked="" type="checkbox"/> General dilapidation or improper maintenance.....	1001(b)13	17920.3(a)13
OBTAIN PERMIT TO: <input checked="" type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
15. <input type="checkbox"/> Fire hazard.....	1001(i)	17920.3(h)
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
16. <input type="checkbox"/> Extensive fire damage.....		
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
17. <input checked="" type="checkbox"/> Public and attractive nuisance - abandoned/vacant.....		
OBTAIN PERMIT TO: <input checked="" type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
18. <input type="checkbox"/> Improper occupancy.....	1001(n)	17920.3(n)
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
19. <input type="checkbox"/>		
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
20. <input type="checkbox"/>		
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		

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

Case No. TR1A Address 44174 Florida AVE
 Date 8/14/09 Officer FRAZIER, A.
Main Dwelling

285-025 (4/96)

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

EXHIBIT NO. ES



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

NOTICE OF VIOLATION

October 30, 2009

Liberty Revers Mortgage, Inc
3100 Zinfandel Drive STE 300
Rancho Cordova, CA 95670

RE CASE NO: CV0906005

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 44174 FLORIDA AVE, HEMET California, Assessor's Parcel Number 549-152-038, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457), of the Riverside County Code.

Said violation is described as:

- 1) 15.16.020 (Ord. 457) - An inspection was made of the above-referenced subject property in response to complaints received by this office. The structure(s) was/were found to be substandard and a public nuisance in violation of Riverside County Code Section 15.16, and as such, was posted with a "Danger Do Not Enter" sign and a copy of the enclosed "Notice of Defects," which sets forth the conditions that render the building unsafe for human habitation.

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

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

YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:

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

COMPLIANCE MUST BE COMPLETED BY November 29, 2009. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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.

39493 LOS ALAMOS ROAD, SUITE #A, MURRIETA, CALIFORNIA 92563
(951) 600-6140 • FAX (951) 600-6190

EXHIBIT NO. E4

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 SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.

CODE ENFORCEMENT DEPARTMENT

By: Angela Frazier, Code Enforcement Officer II

RIVERSIDE COUNTY DEPARTMENT OF BUILDING AND SAFETY CODE ENFORCEMENT

NOTICE OF DEFECTS

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

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

Case No. TB1A Address 44174 Florida Ave
 Date 8/14/09 Officer Frazier, A.
Main Dwelling

285-025 (4/96)

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

EXHIBIT NO. E7



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

NOTICE OF VIOLATION

October 30, 2009

Secretary Of Housing and Urban Development
451 Seventh Street
SW Washington, DC 20410

RE CASE NO: CV0906005

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 44174 FLORIDA AVE, HEMET California, Assessor's Parcel Number 549-152-038, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457), of the Riverside County Code.

Said violation is described as:

- 1) 15.16.020 (Ord. 457) - An inspection was made of the above-referenced subject property in response to complaints received by this office. The structure(s) was/were found to be substandard and a public nuisance in violation of Riverside County Code Section 15.16, and as such, was posted with a "Danger Do Not Enter" sign and a copy of the enclosed "Notice of Defects," which sets forth the conditions that render the building unsafe for human habitation.

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

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

YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:

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

COMPLIANCE MUST BE COMPLETED BY November 29, 2009. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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.

39493 LOS ALAMOS ROAD, SUITE #A, MURRIETA, CALIFORNIA 92563
(951) 600-6140 • FAX (951) 600-6190

EXHIBIT NO. Ed

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 SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.

CODE ENFORCEMENT DEPARTMENT

By: Angela Frazier, Code Enforcement Officer II

RIVERSIDE COUNTY DEPARTMENT OF BUILDING AND SAFETY CODE ENFORCEMENT

NOTICE OF DEFECTS

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

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

Case No. TRIA Address 44174 Florida AVE

Date 8/14/09 Officer Frazier, A.
Main Dwelling

285-025 (4/96)

Distribution: White-Case File; Canary-Property Owner; Pink- **EXHIBIT NO. E9**



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

NOTICE OF VIOLATION

October 30, 2009

Lenders Choice Title Company
3803 Parkwood Blvd, STE 100
Frisco, TX 75034

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