

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

320 B



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

**SUBJECT:** Abatement of Public Nuisance [Substandard Structure & Accumulation of Rubbish]  
Case No.: CV 09-12615 (FELIX)  
Subject Property: 83170 Alvarado Avenue, Thermal; APN: 767-451-014  
District Four

**SUBMITTAL DATE:**  
June 17, 2010

**RECOMMENDED MOTION:** Move that:

- (1) The substandard structure (single family dwelling) on the real property located at 83170 Alvarado Avenue, Thermal, Riverside County, California, APN 767-451-014 be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which does not permit substandard structures on the property.
- (2) Candelario Felix and Sara L. Felix, the owners of the subject real property, be directed to abate the substandard structure on the property by rehabilitating, removing and/or demolishing the same from the real property, including the removal and disposal of all structural debris and materials, within ninety (90) days.

(Continued)

*[Signature]*  
L. ALEXANDRA FONG, Deputy County Counsel  
for PAMELA J. WALLS, County Counsel

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

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

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

**County Executive Office Signature:** BY: *[Signature]*  
Tina Grande

**MINUTES OF THE BOARD OF SUPERVISORS**

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

**Ayes:** Buster, Tavaglione, Stone and Benoit  
**Nays:** None  
**Absent:** Ashley  
**Date:** June 29, 2010  
**xc:** Co. Co., CED, Prop. Owner, Sheriff

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

**Prev. Agn. Ref.:** **District:** 4 **Agenda Number:**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

9.7

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

- (3) The owners be ordered to ascertain the existence or non-existence of asbestos containing materials in said structure by survey and materials sample testing through the Industrial Hygiene Specialist of the County Health Department, Division of Special Services; and, prior to the abatement ordered in paragraph number two (2) above, to secure the removal and disposal of all asbestos containing materials discovered through such survey and testing by contract with a duly certified and licensed contractor for the handling of such materials to avoid citations and/or fines imposed by the South Coast Air Quality Management District (SCAQMD) pursuant to SCAQMD Rule No. 1403.
- (4) The accumulation of rubbish on the real property located at 83170 Alvarado Avenue, Thermal, be declared a public nuisance and a violation of Riverside County Ordinance No. 541 which does not permit the accumulation of rubbish on the property.
- (5) Candelario Felix and Sara L. Felix, the owners of the subject property, be directed to abate the accumulation of rubbish on the property by removing and disposing of the same from the real property within ninety (90) days.
- (6) If the owners of the real property do not take the above described action within ninety (90) days of the date of the Board's Order to Abate, that representatives of the Code Enforcement Department, Sheriff's Department, and/or a contractor, upon consent of the owners, receipt of a Court Order authorizing entry onto the real property, or other authorization as provided by law, shall abate the substandard structure and the accumulation of rubbish by removing and disposing of the same from the real property
- (7) The reasonable cost of the abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Ordinance No. 725.
- (8) County Counsel be directed to prepare the necessary Findings of Fact and Conclusions of Law that the substandard structure on the real property and the accumulation of rubbish are declared to be in violation of Riverside County Ordinance Nos. 457 and 541 and constitute a public nuisance. Further, County Counsel shall prepare an Order to Abate for approval by the Board.

**JUSTIFICATION:**

1. An initial inspection was made of the subject real property by the Code Enforcement Officer on January 30, 2010.
2. The inspection revealed a substandard structure (single family dwelling) on the subject real property in violation of Riverside County Ordinance No. 457. The substandard conditions of the structure included, but were not limited to the following: faulty weather protection; general dilapidation or improper maintenance, abandoned, vacant, public and attractive nuisance. The inspection also revealed the accumulation of rubbish (approximately 540 square feet) on the subject property in violation of Riverside County Ordinance No. 541. The accumulation of rubbish consisted of, but was not limited to the following materials: clothes, broken furniture, discarded personal items, dead vegetation, an old row boat, household trash, broken items and tires.

3. Subsequent inspections of the above-described real property on March 15, 2010, April 27, 2010, and June 14, 2010, revealed that the property continues to be in violation of Riverside County Ordinance Nos. 457 and 541.
4. Staff and the Code Enforcement Department have complied with the requirements set forth in the appropriate laws of this jurisdiction pertaining to the Administrative Abatement Proceedings for substandard structure and accumulation of rubbish.

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

5 IN RE ABATEMENT OF PUBLIC NUISANCE ) CASE NO. CV 09-12615  
6 [SUBSTANDARD STRUCTURE AND )  
7 ACCUMULATED RUBBISH]; 767-451-014, )  
8 83170 ALVARADO AVENUE, THERMAL, ) DECLARATION OF OFFICER  
9 COUNTY OF RIVERSIDE, STATE OF ) RUSTY HANNAH  
10 CALIFORNIA; CANDELARIO FELIX AND ) [R.C.O. No. 457, RCC Title 15]  
11 SARA L. FELIX, OWNERS. ) [R.C.O. No. 541, RCC Chapter 8]  
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8 I, Rusty Hannah, declare that the facts set forth below are personally known to me except to  
9 the extent that certain information is based on information and belief which I believe to be true and if  
10 called as a witness, I could and would competently testify under oath:

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

15 2. On January 30, 2010, I conducted an initial inspection of the real property known as  
16 83170 Alvarado Avenue, Thermal, within the unincorporated area of Riverside County, California,  
17 which is further described as Assessor's Parcel Number 767-451-014 (hereinafter referred to as  
18 "THE PROPERTY"). A true and correct copy of a Thomas Brothers map page indicating the  
19 approximate location of THE PROPERTY is attached hereto as Exhibit "A" and incorporated herein  
20 by reference.

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

26 4. Based on the Lot Book Report from RZ Title Company dated December 11, 2009, it  
27 is determined that additional parties potentially hold a legal interest in THE PROPERTY, to wit:  
28 American General Finance, Integrated Lender Services and Fireside Bank (hereinafter collectively

1 referred to as "INTERESTED PARTIES"). A true and correct copy of the Lot Book Report is  
2 attached hereto as Exhibit "C" and incorporated herein by this reference.

3 5. On January 30, 2010, I conducted an initial inspection of THE PROPERTY on which  
4 I observed a single family dwelling structure in a state of general dilapidation. THE PROPERTY  
5 was fenced and the front gate was open and unsecured with no signs posted to restrict access. I  
6 observed the following conditions which cause the structure to be substandard and THE PROPERTY  
7 to constitute a public nuisance in violation of the provisions set forth in Riverside County Ordinance  
8 457, as codified in Riverside County Code Title 15:

- 9 1) Faulty weather protection;
- 10 2) General dilapidation or improper maintenance;
- 11 3) Public and attractive nuisance – abandoned/vacant.

12 6. During the initial inspection on January 30, 2010, I also observed large amounts of  
13 accumulated rubbish on THE PROPERTY including, but not limited to: clothes, broken furniture,  
14 discarded personal items, dead vegetation, an old row boat, household trash, broken items and tires.  
15 The total area of the accumulated rubbish was approximately five hundred forty (540) square feet.  
16 This condition causes THE PROPERTY to constitute a public nuisance in violation of Riverside  
17 County Ordinance No. 541, as codified in Riverside County Code Chapter 8.

18 7. A site plan and photographs reflecting the substandard condition of the structure and  
19 the accumulated rubbish on THE PROPERTY are attached hereto as Exhibit "D" and incorporated  
20 herein by reference.

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

23 9. On January 30, 2010, I posted a Notice of Defects, a Notice of Violations (RCC  
24 15.16.020 Substandard Structure and RCC 8.120 Accumulation of Rubbish), a "Danger Do Not  
25 Enter" sign, and a "Do Not Dump" sign on THE PROPERTY.

26 10. On March 29, 2010, a Notice of Noncompliance for the substandard structure and  
27 accumulated rubbish was recorded against THE PROPERTY as instrument number 2010-0140781.  
28 A true and correct copy of the recorded Notice of Noncompliance is attached hereto and incorporated  
by reference as Exhibit "F".

1           11.     On February 5, 2010, a Notice of Violations (RCC 15.16.020 Substandard Structure  
2 and RCC 8.120 Accumulation of Rubbish) was mailed via certified mail to OWNERS and  
3 INTERESTED PARTIES by certified mail, return receipt requested.

4           12.     On March 15, 2010 and April 27, 2010, I drove to THE PROPERTY to conduct  
5 follow up inspections. From the road right of way, I observed that the conditions on THE  
6 PROPERTY remained the same. Accumulated rubbish remained on THE PROPERTY, the structure  
7 remained in a general state of dilapidation, and THE PROPERTY continued to constitute a public  
8 nuisance in violation of RCO 457 and 541.

9           13.     I am informed and believe, and based upon said information and belief, allege that  
10 OWNERS do not have legal authority or permission to store or accumulate the above described  
11 materials on THE PROPERTY.

12           14.     Based upon my experience, knowledge and visual observations, it is my  
13 determination that the substandard structure and accumulation of rubbish on THE PROPERTY  
14 create an extreme health, safety, fire and structural hazard to the neighbors and general public and  
15 constitutes a public nuisance in violation of the provisions set forth in Riverside County Ordinance  
16 Nos. 457 and 541.

17           15.     On June 14, 2010, the "Notice to Correct County Ordinance Violations and Abate  
18 Public Nuisance" providing notification of the Board of Supervisors hearing scheduled for June 29,  
19 2010, as required by Riverside County Ordinance No. 725, was mailed to OWNERS and  
20 INTERESTED PARTIES by certified mail, return receipt requested and on June 14, 2010 was  
21 posted on THE PROPERTY. True and correct copies of the notice, return receipt cards, together  
22 with the proof of service and the affidavit of posting of notices are attached hereto as Exhibit "G"  
23 and incorporated herein by reference.

24           16.     A follow-up inspection on June 14, 2010 revealed that THE PROPERTY remains in  
25 violation.

26           17.     Significant rehabilitation, removal and/or demolition of the substandard structure and  
27 removal and disposal of all structural materials, rubbish and debris are required to abate the public  
28 nuisance and bring THE PROPERTY into compliance with Riverside County Ordinance Number

1 457 (RCC Title 15), the Health and Safety, Uniform Housing, Administrative and Abatement of  
2 Dangerous Buildings Codes. In addition, the removal and disposal of all rubbish on THE  
3 PROPERTY is required to bring THE PROPERTY into compliance with Riverside County  
4 Ordinance No. 541.

5 18. Accordingly, the following findings and conclusions are recommended:

6 (a) The structure be condemned as a substandard building, public and attractive  
7 nuisance;

8 (b) The OWNERS, or whoever has possession or control of THE PROPERTY, be  
9 required to rehabilitate or demolish said structure, including the removal and disposal of all structural  
10 debris and materials, on THE PROPERTY in strict accordance with the provisions of Riverside  
11 County Ordinance No. 457 (RCC Title 15);

12 (c) The OWNERS, or whoever has possession or control of THE PROPERTY, be  
13 ordered to ascertain the existence or non-existence of asbestos containing materials in said structures  
14 by survey and materials sample testing through the Industrial Hygiene Specialist of the Riverside  
15 County Health Department, Division of Special Services; and, prior to the abatement ordered in  
16 subsection (b) above, to secure the removal and disposal of all asbestos containing materials  
17 discovered through such survey and testing by contract with a duly certified and licensed contractor  
18 for the handling of such materials to avoid citations and/or fines by South Coast Air Quality  
19 Management District ("SCAQMD") pursuant to SCAQMD Rule NO. 1403;

20 (d) If the substandard structure is not razed, removed and disposed of, or  
21 reconstructed in strict accordance with all Riverside County Ordinances, including but not limited to  
22 Riverside County Ordinance No. 457 (RCC Title 15), within ninety (90) days after the posting and  
23 mailing of the Board's Order and Findings, the substandard structure and contents therein shall be  
24 abated by representatives of the Riverside County Code Enforcement Department, a contractor, or  
25 the Sheriff's Department upon receipt of an owner's consent or a Court Order, where necessary under  
26 applicable law, authorizing entry onto THE PROPERTY; and

27 (e) The accumulation of rubbish on THE PROPERTY be deemed and declared a  
28 public nuisance;

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(g) If the materials are not removed and disposed of in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance No. 541 (RCC Title 8), within ninety (90) days after the posting and mailing of the Board's Order and Findings, the rubbish shall be abated by representatives of the Riverside County Code Enforcement Department, a contractor or the Sheriff's Department upon receipt of an owner's consent or a Court Order, where necessary under applicable law, authorizing entry onto THE PROPERTY; and

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

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

Executed this 14<sup>TH</sup> day of JUNE, 2010, at THE BOND PALMS

California.

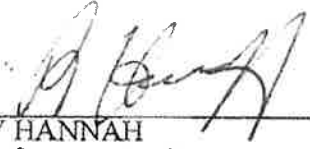
  
\_\_\_\_\_  
RUSTY HANNAH  
Code Enforcement Officer  
Code Enforcement Department





EXHIBIT NO. \_\_\_\_\_

A

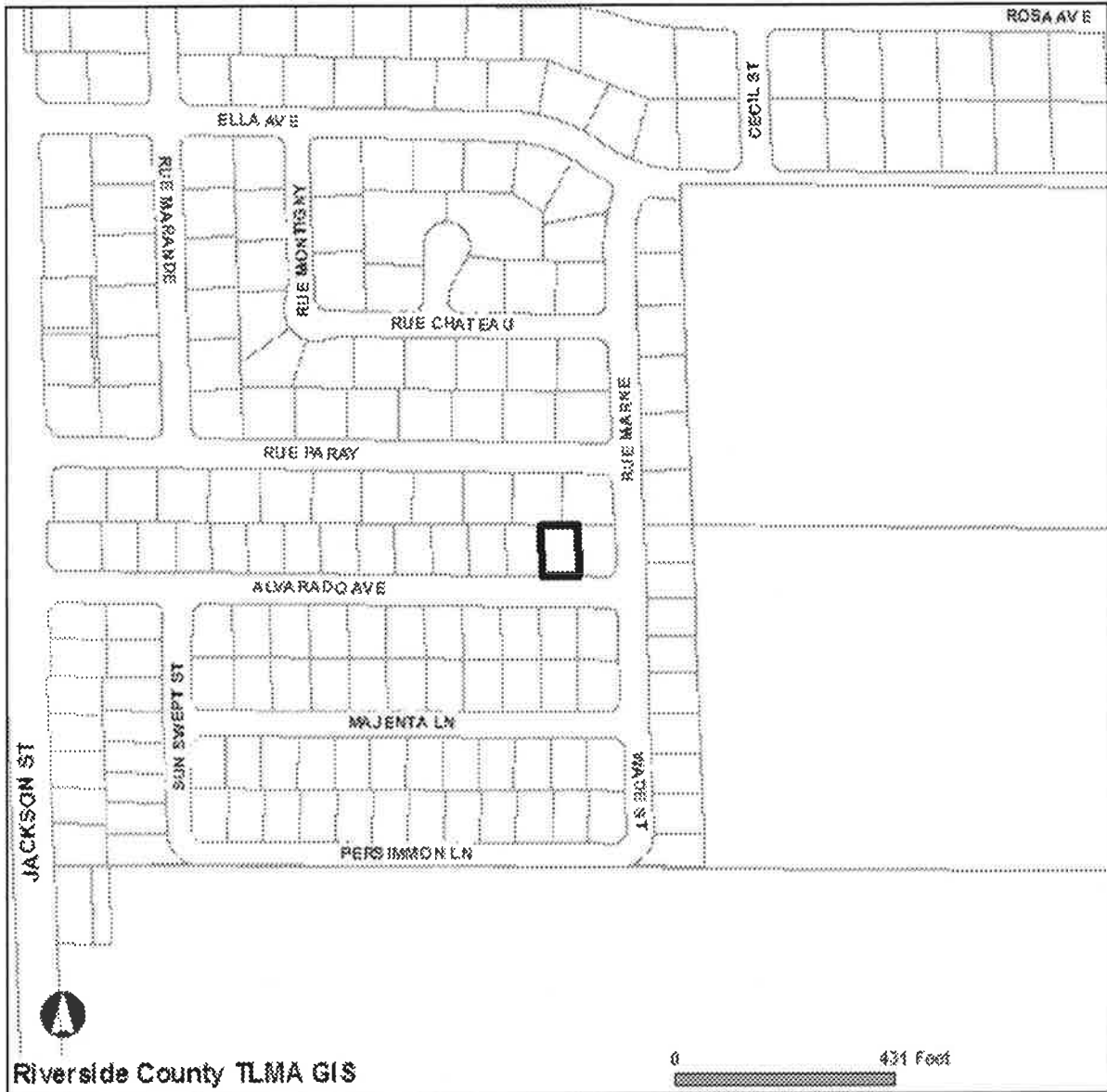
Assessment Roll For the 2009-2010 Tax Year as of January 1,2009

Assessment #767451014-1		Parcel # 767451014-1	
<b>Assessee:</b>	FELIX CANDELARIO	<b>Land</b>	6,593
<b>Assessee:</b>	FELIX SARA L	<b>Structure</b>	32,210
<b>Mail Address:</b>	83170 ALVARADO AVE THERMAL CA 92274	<b>Full Value</b>	38,803
<b>Real Property Use Code:</b>	R1	<b>Homeowners' Exemption</b>	7,000
<b>Base Year</b>	1975	<b>Total Net</b>	31,803
<b>Conveyance Number:</b>	0005833		
<b>Conveyance (mm/yy):</b>	1/1972		
<b>PUI:</b>	R010010		
<b>TRA:</b>	58-085		
<b>Taxability Code:</b>	0-00		
<b>ID Data:</b>	Lot 14 MB 045/021 TR 2346		
<b>Situs Address:</b>	83170 ALVARADO AVE THERMAL CA 92274		

**View Parcel Map**

**EXHIBIT NO.**     B

RIVERSIDE COUNTY GIS



Selected parcel(s):  
767-451-014

**\*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**

767-451-014-1

**OWNER NAME / ADDRESS**

CANDELARIO FELIX  
SARA FELIX  
83170 ALVARADO AVE  
THERMAL, CA. 92274

**MAILING ADDRESS**

(SEE OWNER)

**EXHIBIT NO.**     B<sup>2</sup>

83170 ALVARADO AVE  
THERMAL CA.. 92274

**LEGAL DESCRIPTION**

RECORDED BOOK/PAGE: MB 45/21  
SUBDIVISION NAME: TR 2346  
LOT/PARCEL: 14, BLOCK: NOT AVAILABLE  
TRACT NUMBER: 2346

**LOT SIZE**

RECORDED LOT SIZE IS 0.34 ACRES

**PROPERTY CHARACTERISTICS**

WOOD FRAME, 1893 SQFT., 3 BDRM/ 1 BATH, 1 STORY, ATTACHED GARAGE(240 SQ. FT), CONST'D 1972COMPOSITION, ROOF, CENTRAL HEATING, CENTRAL COOLING

**THOMAS BROS. MAPS PAGE/GRID**

PAGE: 5530 GRID: H4

**CITY BOUNDARY/SPHERE**

NOT WITHIN A CITY  
CITY SPHERE: LA QUINTA  
ANNEXATION DATE: JUN. 22, 2006  
LAFCO CASE #: 2005-20-4  
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)**

JOHN BENOIT, DISTRICT 4

**TOWNSHIP/RANGE**

T6SR7E SEC 13

**ELEVATION RANGE**

-64 FEET

**PREVIOUS APN**

NO DATA AVAILABLE

**PLANNING**

**LAND USE DESIGNATIONS**

Zoning not consistent with the General Plan.  
MDR

**AREA PLAN (RCIP)**

EASTERN COACHELLA VALLEY

**GENERAL PLAN POLICY OVERLAYS**

COMMUNITY CENTER

**GENERAL PLAN POLICY AREAS**

VISTA SANTA ROSA POLICY AREA

**ZONING CLASSIFICATIONS (ORD. 348)**

R-1

**ZONING DISTRICTS AND ZONING AREAS**

LOWER COACHELLA VALLEY DISTRICT

**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: DCPA  
SUBAREA NAME: THERMAL & JACQUELINE COCHRAN AIRPORT  
AMENDMENT NUMBER: 0  
ADOPTION DATE: DEC. 23, 1986  
ACREAGE: 18352 ACRES

**AIRPORT INFLUENCE AREAS**

JACQUELINE COCHRAN

**AIRPORT COMPATIBILITY ZONES**

JACQUELINE COCHRAN ZONE E

***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)**  
NO DATA AVAILABLE

***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)**  
WITHIN THE COACHELLA VALLEY MSHCP FEE AREA

**WRMSHCP FEE AREA (ORD. 810)**  
NOT WITHIN THE WESTERN RIVERSIDE COUNTY MSHCP FEE AREA

**ROAD & BRIDGE DISTRICT**  
NOT IN A DISTRICT

**EASTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 673)**  
IN OR PARTIALLY WITHIN A TUMF FEE AREA. SEE MAP FOR MORE INFORMATION.  
In EAST

**WESTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 824)**  
NOT WITHIN THE WESTERN TUMF FEE AREA

**DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)**  
EASTERN COACHELLA VALLEY

**SKR FEE AREA (STEPHEN'S KANGAROO RAT ORD. 663.10)**  
NOT WITHIN AN SKR FEE AREA.

**DEVELOPMENT AGREEMENTS**  
NOT IN A DEVELOPMENT AGREEMENT AREA

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**TRANSPORTATION**

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**CIRCULATION ELEMENT ULTIMATE RIGHT-OF-WAY**  
NOT IN A CIRCULATION ELEMENT RIGHT-OF-WAY

**ROAD BOOK PAGE**  
218

**TRANSPORTATION AGREEMENTS**  
NOT IN A TRANSPORTATION AGREEMENT

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

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**HYDROLOGY**

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**FLOOD PLAIN REVIEW**  
NOT REQUIRED.

**WATER DISTRICT**  
CVWD

**FLOOD CONTROL DISTRICT**  
COACHELLA VALLEY WATER DISTRICT

**WATERSHED**  
WHITEWATER

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**GEOLOGIC**

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**FAULT ZONE**  
NOT IN A FAULT ZONE

**FAULTS**  
NOT WITHIN A 1/2 MILE OF A FAULT

**LIQUEFACTION POTENTIAL**  
HIGH

**SUBSIDENCE**  
ACTIVE

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

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**MISCELLANEOUS**

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**SCHOOL DISTRICT**  
COACHELLA VALLEY UNIFIED

**COMMUNITIES**  
VISTA SANTA ROSA

**COUNTY SERVICE AREA**  
IN OR PARTIALLY WITHIN  
THERMAL #125 -  
STREET LIGHTING

**LIGHTING (ORD. 655)**  
ZONE B, 42.60 MILES FROM MT. PALOMAR OBSERVATORY

**2000 CENSUS TRACT**  
045603

**FARMLAND**  
URBAN-BUILT UP LAND

**TAX RATE AREAS**

058-085

- CITRUS PEST CONTROL 2
- COACHELLA VAL JT BLO HIGH
- COACHELLA VALLEY PUBLIC CEMETERY
- COACHELLA VALLEY REC AND PARK
- COACHELLA VALLEY RESOURCE CONSER
- COACHELLA VALLEY UNIFIED SCHOOL
- COACHELLA VALLEY WATER DISTRICT
- COUNTY FREE LIBRARY
- COUNTY SERVICE AREA 125 \*
- COUNTY STRUCTURE FIRE PROTECTION
- COUNTY WASTE RESOURCE MGMT DIST
- CSA 152
- CV MOSQ & VECTOR CONTROL
- CVWD IMP DIST 1 DEBT SV
- CVWD STORM WTR UNIT
- DESERT COMMUNITY COLLEGE
- GENERAL
- GENERAL PURPOSE
- PROJECT 4-THERMAL
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- SO COACHELLA VALLEY CSD
- SUPERVISORIAL ROAD DISTRICT 4

**SPECIAL NOTES**

PLEASE REFER TO ORDINANCE 457.96 FOR COACHELLA VALLEY AGRICULTURAL GRADING EXEMPTIONS.

**CODE COMPLAINTS**

Case #	Description	Start Date
CV0912615	ABATEMENT	Dec. 4, 2009

REPORT PRINTED ON...Wed May 19 10:33:33 2010  
Version 100412



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

## Lot Book Report

Order Number: **21038**

**Customer:**

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

Order Date: 12/11/2009

Dated as of: 12/27/2009

County Name: Riverside

Attn: Brent Steele  
 Reference: CV0912615/Lupe T. Alatorre  
 IN RE: FELIX, CANDELARIO

FEE(s):  
 Report: \$114.00

Property Address: 83170 Alvarado Avenue  
 Thermal CA 92274

Assessor's Parcel No. : 767-451-014-1

**Assessments:**

Land Value:	\$6,593.00
Improvement Value:	\$32,210.00
Exemption Value:	\$7,000.00
Total Value:	\$31,803.00

## Tax Information

Property Taxes for the Fiscal Year	2009-2010
First Installment	\$235.77
Penalty	\$23.56
Status	NOT PAID-DELINQUENT
Second Installment	\$235.77
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2010)

**EXHIBIT NO.**           C





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

Order Number: 21038  
Reference: CV0912615/Lupe

## Property Vesting

The last recorded document transferring title of said property

Dated	11/23/1971
Recorded	01/14/1972
Document No.	5833
D.T.T.	\$19.25
Grantor	James T. Moore, John Johnson, Peter H. Pence and Joseph T. Pence, all doing business as: Valley Homes
Grantee	Candelario Felix and Sara L. Felix, husband and wife, as joint tenants

## Deeds of Trust

Position No.	1st
A Line of Credit Deed of Trust Dated	02/22/1994
Recorded	10/25/2001
Document No.	2001-526821
Amount	\$53,155.00
Trustor	Candelario Felix and Sara L. Felix husband and wife as joint tenants
Trustee	AG Documentation Services, Inc., a California Corporation
Beneficiary	American General Finance, Inc., which is a Delaware corporation

Position No.	2nd
A Line of Credit Deed of Trust Dated	10/22/2001
Recorded	05/16/2002
Document No.	2002-260285
Amount	\$53,155.00
Trustor	Candelario Felix and Sara L. Felix, husband and wife as joint tenants
Trustee	AG Documentation Services, Inc., a California corporation



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

Order Number: 21038  
Reference: CV0912615/Lupe

Beneficiary	American General Finance, Inc., which is a Delaware corporation
Position No.	3rd
A Deed of Trust Dated	04/23/2007
Recorded	04/26/2007
Document No.	2007-0281145
Amount	\$190,709.00
Trustor	Candelario Felix and Sara L. Felix, husband and wife as joint tenants
Trustee	AG Documentation Services, Inc., a California corporation
Beneficiary	American General Financial Services, Inc. which is a Delaware corporation
Notice of Default Recorded	03/19/2009
Document No.	2009-0133911
Substitution of Trustee Recorded	10/07/2009
Document No.	2009-0519245
Trustee	Integrated Lender Services

## Additional Information

Notice of Non-Compliance filed by	County of Riverside Department of Code Enforcement
In the matter of the property of	Candelario Felix and Sara Felix
Case No.	CV09-05638
Recorded	09/24/2009
Document No.	2009-0496954
Notice of Non-Compliance filed by	County of Riverside Department of Code Enforcement
In the matter of the property of	Candelario Felix and Sara Felix
Case No.	CV09-05639
Recorded	09/24/2009
Document No.	2009-0496955



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

Order Number: 21038

Reference: CV0912615/Lupe

Abstract of Judgment Filed in the	Superior Court of California, County of Riverside - Riverside Court
Case No.	RIC 415308
Recorded	07/20/2006
Document No.	2006-0529741
Amount	\$4,084.46
Debtor	Candelario P. Felix aka Candelario P. Felix, Jr., an individual
Creditor	Fireside Bank, a California Corporation
Notice of Power to Sell Tax-Defaulted Property	
Recorded	08/21/2002
Document No.	2002-463171

### Legal Description

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

LOT 14 OF TRACT NO. 2346, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 45, PAGES 21 AND 22 OF MAPS, RECORDS OF SAID COUNTY RECORDER.

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSIGNED FOR THE ACCURACY OF THE DATA. CHANGING ASSESSORS' OFFICES MAY NOT COMPLY WITH LOCAL LOT, ST., OR BUILDING SITE ORDINANCES.

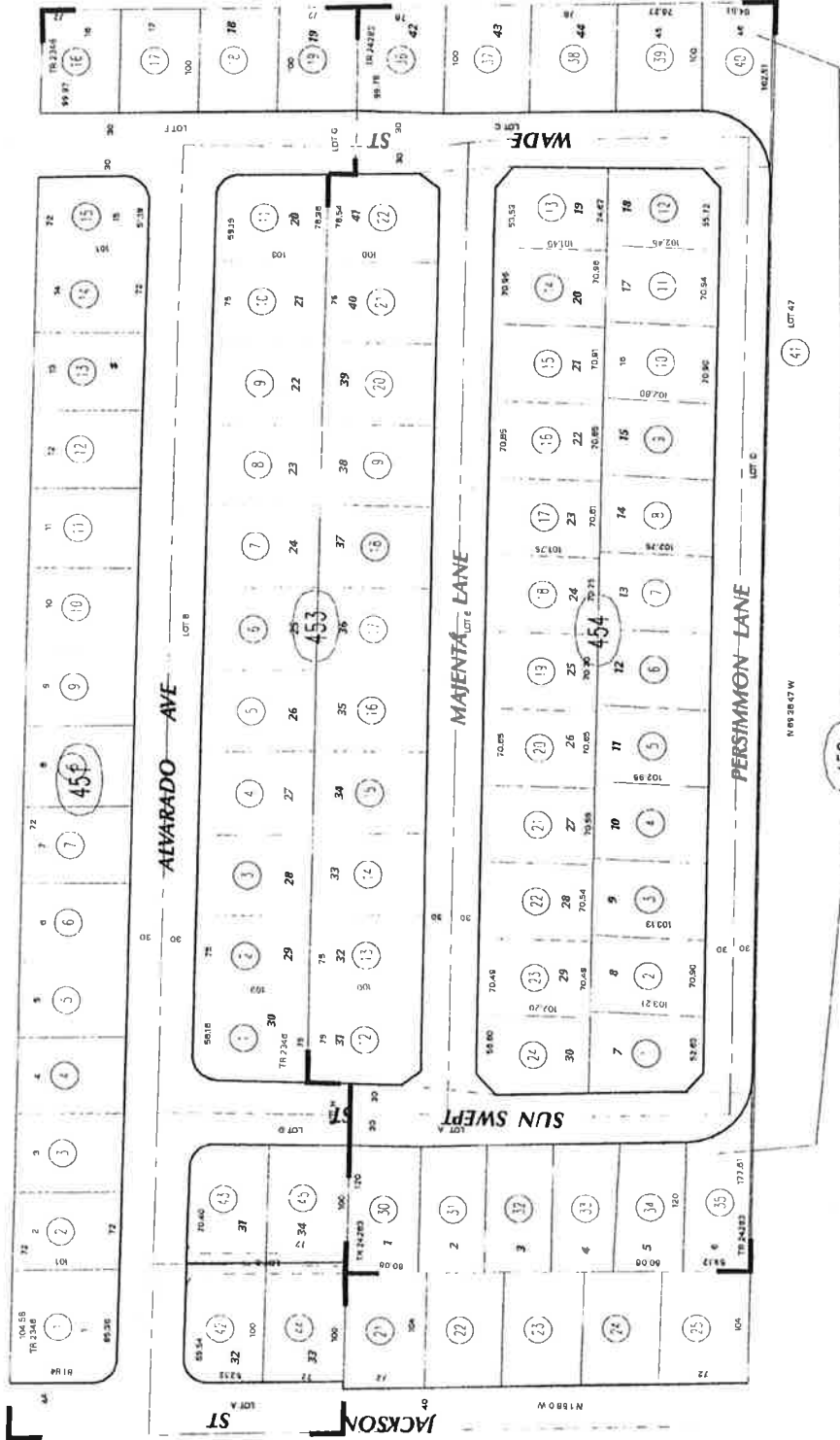
POR. W 13 T. 6S., R. 7E

43

T. R. A. 058-085

767-45  
25-30-3

41



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44

452

DATE: 05/10/98

ASSESSOR'S MAP EKT67 PG 45  
Riverside County, Calif.

MB 45/21-22 TRACT NO 2346  
MB 261/76-77 TRACT NO 24283

Dec 2000

DATE	FILE NUMBER	MAP NUMBER
4/77	45-21-22	452-75
4/77	45-21-22	452-76
4/77	45-21-22	452-77
4/77	45-21-22	452-78
4/77	45-21-22	452-79
4/77	45-21-22	452-80
4/77	45-21-22	452-81
4/77	45-21-22	452-82
4/77	45-21-22	452-83
4/77	45-21-22	452-84
4/77	45-21-22	452-85

5833

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

NAME Candelario Felix  
ADDRESS 83-170 Alvarado  
CITY & STATE Thermal, California 92274

PAID  
Doc. Transfer Tax  
W. D. BALOGH  
RIV. CO. RECORDER

RECEIVED FOR RECORD  
JAN 14 1972  
AT 9:00 O'CLOCK A.M.  
As Recd. of  
WESTERN TITLE GUARANTY CO.  
Book 1972, Page 5833  
Approved in Official Records  
of Riverside County, California  
W.D. Balogh Recorder  
Riv. Co. 4-5200

Title Order No. 16630-N Escrow No.

MAIL TAX STATEMENTS TO

NAME  
ADDRESS same  
CITY & STATE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Documentary transfer tax \$ 19.25  
 Computed on full value of property conveyed, or  
 Computed on full value less liens and encumbrances  
remaining thereon at time of sale.

*John T. Moore - W.T.G. Co.*  
Signature of declarant or agent determining tax - firm name

### Individual Grant Deed

WESTERN TITLE FORM NO. 104

JAMES T. MOORE, JOHN JOHNSON, PETER H. FENCE  
and JOSEPH T. FENCE, all doing business as:  
VALLEY HOMES

FOR VALUE RECEIVED,

GRANT to CANDELARIO FELIX and SARA L. FELIX,  
husband and wife, as joint tenants,

all that real property situate in the

County of Riverside, State of California, described as follows:

Lot 14 of TRACT NO. 2346, as shown by map on file in Book 45, pages  
21 and 22 of Maps, Records of Riverside County, California.

Dated November 23, 1971

VALLEY HOMES  
BY: *Joseph T. Pence*

BY: *John Johnson*

STATE OF CALIFORNIA  
County of Riverside

On November 23, 1971 before me, the undersigned,  
a Notary Public, in and for said State, personally appeared James T. Moore,  
John Johnson, Peter H. Pence and Joseph T. Pence,  
known to me to be the persons whose names are subscribed  
to the within instrument, and acknowledged to me that they executed the same.  
My commission expires \_\_\_\_\_  
*E. Janette Stewart*  
Notary Public



END RECORDED DOCUMENT, W. D. BALOGH, COUNTY RECORDER

ATI-RV  
WHEN RECORDED MAIL TO

AMERICAN GENERAL FINANCE  
81106 HWY 111 SUITE 4D  
INDIO, CA 92201

DOC # 2001-526821

10/26/2001 08:00A Fee:41.00

Page 1 of 12

Recorded in Official Records  
County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC
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OPEN-END DEED OF TRUST

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T  
AG

THIS OPEN-END DEED OF TRUST ("Security Instrument") is given on FEBRUARY 22, 1994. The trustor is SEE "EXHIBIT A" ("Borrower"). The Trustee is AG Documentation Services, Inc., a California corporation, ("Trusted"). <sup>(indicate marital status)</sup> The beneficiary is American General Finance, Inc., which is a Delaware corporation, and whose address is 81106 US HWY 111 STE 4D, INDIO, CA 92201-6600 ("Lender").

Borrower may incur indebtedness to Lender in amounts fluctuating from time to time up to the principal sum of FIFTY-THREE THOUSAND ONE HUNDRED FIFTY-FIVE DOLLARS AND ZERO CENTS Dollars (U.S. \$ 53155.00), which amount constitutes the maximum amount of unpaid loan indebtedness, exclusive of interest, thereon, which is secured under this Security Instrument. This debt is evidenced by Borrower's Revolving Line of Credit Agreement and Disclosure Statement dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable as provided in the Note. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby irrevocably grant, transfer, assign, and convey to Trustee and Trustee's successors and assigns in trust, with power of sale, the following described property located in RIVERSIDE County, California:

LOT 14 OF TRACT 2345 AS SHOWN BY MAP ON FILE IN BOOK 45, PAGES 21 THROUGH 22 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

which has the address of 83170 ALVARADO AVENUE, THERMAL California, 92274 (herein "Property Address") (street) (city) (zip)

Prior Instrument Reference: Volume \_\_\_\_\_, Page \_\_\_\_\_;

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

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

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

055-20003 CAX221 (6-3-01) Revolving Real Estate Deed of Trust

Public Record

**2. Funds for Taxes and Insurance.** At the request of Lender, Borrower shall begin making monthly payments into an escrow account for the payment of yearly taxes, insurance and other yearly charges imposed upon the Property.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied as provided in the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner prescribed by Lender and on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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 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.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, 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 to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given. Unless the Note provides otherwise, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 18 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the 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, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees if and as permitted by applicable law, and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**9. 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 lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fractions: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

055-20003 CAX222 (8-03-01) Revolving Real Estate Deed of Trust



2001-526821  
10/26/2001 08:00A  
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Public Record

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument whether or not then due.

Unless the Note provides otherwise, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest, and waive any homestead, in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

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

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

**15. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this security instrument.

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

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

**17. Borrower's Right to Reinstate.** To the extent required by applicable law, Borrower may have the right to have enforcement of this Security Instrument discontinued. Upon reinstatement by Borrower, this Security Instrument and the obligations secured thereby shall remain fully effective as if no acceleration had occurred.

**18. Acceleration; Remedies.** Except as provided in paragraph 16, if Borrower is in default due to the occurrence of any of the events of default provided in the "DEFAULT; TERMINATION AND ACCELERATION BY LENDER" provision of the Note, Lender shall give Borrower notice specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than three (3) months from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees if and as permitted by applicable law 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 Lenders' election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines, Trustee may postpone sale of all or any parcel of the property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the property at any sale.

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

**19. Lender In Possession; Assignment of Rents.** Upon acceleration under paragraph 18 or abandonment of the Property, Lender (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees of and as permitted applicable by law, and then to the sums secured by this Security Instrument. Nothing herein contained shall be construed as constituting Lender a "mortgage in possession," unless Lender shall have entered into and shall remain in actual possession of the Property.

**20. Advances to Protect Security.** This Security Instrument shall secure the unpaid balance of advances made by Lender, with respect to the Property, for the payment of taxes, assessments, insurance premiums and costs incurred for the protection of the Property.

**21. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee.

Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. The Trustee or Beneficiary may charge a fee not to exceed \$65, as provided by Section 2941 of the Civil Code of California as amended, or such other fee as may then be authorized or permitted by law, for all services involved in effecting reconveyance. Such fee may be collected upon opening of a bona fide escrow or no more than 60 days prior to the full satisfaction of the obligation secured by this Security Instrument. Such person or persons shall also pay any official fees (including, for example, recordation costs).

**22. 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.


**23. Request for Notices.** Borrower requests that copies of the notice of default and notice of sale under this Security Instrument be sent to Borrower's address which is the Property Address. Lender requests that copies of notices of foreclosure from the holder of any lien which has priority over this Security Instrument be sent to Lender's address, as set forth on page one of this Security Instrument, as provided by Section 2924.6 of the Civil Code of California, as amended.

**24. State of Obligation.** Lender may collect a fee not to exceed \$60 as provided by Section 2943 of the Civil Code of California, as amended, or such other fee as may then be authorized or permitted by law, for furnishing each statement of obligation.

**BY SIGNING BELOW,** Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and expressly releases and, to the extent permitted by law, waives Borrower's right of homestead in the Property.

**IN WITNESS WHEREOF,** Borrower has executed this Security Instrument on the date first above-mentioned.

Witnesses:



  
Borrower CANDELARIO FELIX (Seal)

\_\_\_\_\_

  
Borrower SARA L. FELIX (Seal)

055-20003 CAX224 (6-3-01) Revolving Real Estate Deed of Trust



2001-526821  
10/26/2001 08 09A  
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Public Record

**"EXHIBIT A"**

**CANDELARIO FELIX AND SARA L FELIX, HUSBAND AND WIFE AS JOINT  
TENANTS.**



2001-526821  
10/26/2001 00:00A  
5 of 12

**ALL PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA, COUNTY OF Riverside SS.

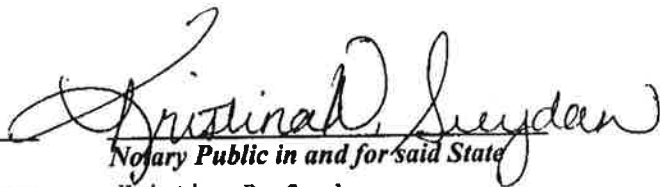
On 10/22/01 before me, Kristina D. Suydam (name and title of Officer), personally appeared Candelario and Sara Felix personally known To me (or proved to me on the basis of satisfactory evidence) to be the person(s) Whose name(s) is/are subscribed to the within instrument, and acknowledged To me that 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), acted, Executed the instrument.

WITNESS my hand and official seal.

(SEAL)

My Commission expires:

06/27/02



Notary Public in and for said State

Kristina D. Suydam

Name (typed or printed)



2001-526821  
10/26/2001 08:09H  
6 of 12

WHEN RECORDED MAIL TO

AMERICAN GENERAL FINANCE  
81106 HWY 111 SUITE 4D  
INDIO, CA 92201

\*\*\*\*\*THIS IS BEING ATTACHED TO ORIGINAL DOCUMENT TO CLARIFY  
LEGIBILITY FOR FILMING PURPOSES\*\*\*\*\*.

(Space Above This Line For Recording Data)

**OPEN-END DEED OF TRUST**

**THIS OPEN-END DEED OF TRUST** ("Security Instrument") is given on FEBRUARY 22, 1994. The  
trustor is SEE "EXHIBIT A" "Borrower"). The Trustee is AG Documentation Services, Inc., a California corporation,  
(<sup>indicate marital status</sup> "Trustee"). The beneficiary is American General Finance, Inc., which is a Delaware corporation, and whose address is  
81106 US HWY 111 STE 4D, INDIO, CA 92201-6600 ("Lender".  
Borrower may incur indebtedness to Lender in amounts fluctuating from time to time up to the principal sum  
of FIFTY-THREE THOUSAND ONE HUNDRED FIFTY-FIVE DOLLARS AND ZERO CENTS Dollars  
(U.S. \$ 53155.00), which amount constitutes the maximum amount of unpaid loan indebtedness, exclusive of interest, thereon,  
which is secured under this Security Instrument. This debt is evidenced by Borrower's Revolving Line of Credit Agreement and  
Disclosure Statement dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full  
debt, if not paid earlier, due and payable as provided in the Note. This Security Instrument secures to Lender: (a) the repayment of  
the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums,  
with interest, advanced under paragraph 7 to protect the security of this Security Instrument; (c) the performance of Borrower's  
covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby irrevocably grant,  
transfer, assign, and convey to Trustee and Trustee's successors and assigns in trust, with power of sale, the following described  
property located in RIVERSIDE County, California:

**LOT 14 OF TRACT 2345 AS SHOWN BY MAP ON FILE IN BOOK 45, PAGES 21 THROUGH 22 OF  
MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.**

which has the address of 83170 ALVARADO AVENUE, THERMAL California, 92274 (herein  
"Property Address") (street) (city) (zip)

Prior Instrument Reference: Volume \_\_\_\_\_, Page \_\_\_\_\_;

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

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

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

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal  
of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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**2. Funds for Taxes and Insurance.** At the request of Lender, Borrower shall begin making monthly payments into an escrow account for the payment of yearly taxes, insurance and other yearly charges imposed upon the Property.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied as provided in the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner prescribed by Lender and on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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 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.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, 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 to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given. Unless the Note provides otherwise, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 18 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the 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, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees if and as permitted by applicable law, and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**9. 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 lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fractions: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

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If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument whether or not then due.

Unless the Note provides otherwise, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest, and waive any homestead, in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

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

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

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

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

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

**17. Borrower's Right to Reinstate.** To the extent required by applicable law, Borrower may have the right to have enforcement of this Security Instrument discontinued. Upon reinstatement by Borrower, this Security Instrument and the obligations secured thereby shall remain fully effective as if no acceleration had occurred.

**18. Acceleration; Remedies.** Except as provided in paragraph 16, if Borrower is in default due to the occurrence of any of the events of default provided in the "DEFAULT; TERMINATION AND ACCELERATION BY LENDER" provision of the Note, Lender shall give Borrower notice specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than three (3) months from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees if and as permitted by applicable law 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 Lenders' election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines, Trustee may postpone sale of all or any parcel of the property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the property at any sale.

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

**19. Lender in Possession; Assignment of Rents.** Upon acceleration under paragraph 18 or abandonment of the Property, Lender (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees of and as permitted applicable by law, and then to the sums secured by this Security Instrument. Nothing herein contained shall be construed as constituting Lender a "mortgage in possession," unless Lender shall have entered into and shall remain in actual possession of the Property.

**20. Advances to Protect Security.** This Security Instrument shall secure the unpaid balance of advances made by Lender, with respect to the Property, for the payment of taxes, assessments, insurance premiums and costs incurred for the protection of the Property.

**21. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee.

Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. The Trustee or Beneficiary may charge a fee not to exceed \$65, as provided by Section 2941 of the Civil Code of California as amended, or such other fee as may then be authorized or permitted by law, for all services involved in effecting reconveyance. Such fee may be collected upon opening of a bona fide escrow or no more than 60 days prior to the full satisfaction of the obligation secured by this Security Instrument. Such person or persons shall also pay any official fees (including, for example, recordation costs).

**22. 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.


**23. Request for Notices.** Borrower requests that copies of the notice of default and notice of sale under this Security Instrument be sent to Borrower's address which is the Property Address. Lender requests that copies of notices of foreclosure from the holder of any lien which has priority over this Security Instrument be sent to Lender's address, as set forth on page one of this Security Instrument, as provided by Section 2924.6 of the Civil Code of California, as amended.

**24. State of Obligation.** Lender may collect a fee not to exceed \$60 as provided by Section 2943 of the Civil Code of California, as amended, or such other fee as may then be authorized or permitted by law, for furnishing each statement of obligation.

**BY SIGNING BELOW,** Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and expressly releases and, to the extent permitted by law, waives Borrower's right of homestead in the Property.

**IN WITNESS WHEREOF,** Borrower has executed this Security Instrument on the date first above-mentioned.

Witnesses:

  
\_\_\_\_\_

  
Borrower CANDELARIO FELIX (Seal)

  
Borrower SARA L. FELIX (Seal)

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**"EXHIBIT A"**

**CANDELARIO FELIX AND SARA L FELIX, HUSBAND AND WIFE AS JOINT  
TENANTS.**



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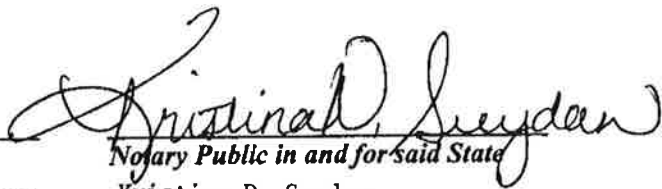
**ALL PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA, COUNTY OF Riverside SS.

On 10/22/01 before me, Kristina D. Suydam (name and title of Officer), personally appeared Candelario and Sara Felix 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), acted, Executed the instrument.

WITNESS my hand and official seal.

(SEAL)  
My Commission expires:  
06/27/02



Notary Public in and for said State

Kristina D. Suydam

Name (typed or printed)



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Recorded in Official Records  
County of Riverside

Gary L. Orso  
Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION  
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

AMERICAN GENERAL FINANCE  
81106 HWY 111 SUITE 4D  
INDIO, CA 92201

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SPACE ABOVE FOR RECORDER'S USE ONLY

DEED OF TRUST

Title of Document

~~INCORRECT DATE OF DEED ON PREVIOUS RECORDING.~~

# THIS AREA FOR RECORDER'S USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(\$3.00 Additional Recording Fee Applies)

STC-SCSD 006a (Rev 8/97)

Public Record

WHEN RECORDED MAIL TO:

AMERICAN GENERAL FINANCE  
81106 HWY 111 SUITE 4D  
INDIO, CA 92201

(Space Above This Line For Recording Data)

**OPEN-END DEED OF TRUST**

THIS OPEN-END DEED OF TRUST ("Security Instrument") is given on OCTOBER 22, 2001. The trustor is SEE "EXHIBIT A" "Borrower". The Trustee is AG Documentation Services, Inc., a California corporation, (*Indicate marital status*) "Trustee". The beneficiary is American General Finance, Inc., which is a Delaware corporation, and whose address is 81106 HWY 111 STE 4D INDIO, CA 92201-6600 ("Lender").

Borrower may incur indebtedness to Lender in amounts fluctuating from time to time up to the principal sum of FIFTY-THREE THOUSAND ONE HUNDRED FIFTY-FIVE DOLLARS AND ZERO CENTS

53155.00 Dollars (U.S. \$ 53155.00 ), which amount constitutes the maximum amount of unpaid loan indebtedness, exclusive of interest, thereon, which is secured under this Security Instrument. This debt is evidenced by Borrower's Home Equity Line of Credit Agreement and Disclosure Statement dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable as provided in the Note. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby irrevocably grant, transfer, assign, and convey to Trustee and Trustee's successors and assigns in trust, with power of sale, the following described property located in RIVERSIDE County, California:

LOT 14 OF TRACT 2345 AS SHOWN BY MAP ON FILE IN BOOK 45, PAGES 21 THROUGH 22 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

which has the address of 83170 ALVARADO AVENUE THERMAL California, 92274 (herein "Property Address") (street) (city) (zip)

Prior Instrument Reference: Volume \_\_\_\_\_, Page \_\_\_\_\_;

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

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

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

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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**2. Funds for Taxes and Insurance.** At the request of Lender, Borrower shall begin making monthly payments into an escrow account for the payment of yearly taxes, insurance and other yearly charges imposed upon the Property.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied as provided in the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner prescribed by Lender and on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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 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.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, 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 to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given. Unless the Note provides otherwise, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 18 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the 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, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees if and as permitted by applicable law, and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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**9. 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 lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fractions: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

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

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest, and waive any homestead, in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

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

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

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

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

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

**17. Borrower's Right to Reinstate.** To the extent required by applicable law, Borrower may have the right to have enforcement of this Security Instrument discontinued. Upon reinstatement by Borrower, this Security Instrument and the obligations secured thereby shall remain fully effective as if no acceleration had occurred.

**18. Acceleration; Remedies.** Except as provided in paragraph 16, if Borrower is in default due to the occurrence of any of the events of default provided in the "DEFAULT; TERMINATION AND ACCELERATION BY LENDER" provision of the Note, Lender shall give Borrower notice specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than three (3) months from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees if and as permitted by applicable law 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 Lenders' election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines, Trustee may postpone sale of all or any parcel of the property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the property at any sale.

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

**19. Lender in Possession; Assignment of Rents.** Upon acceleration under paragraph 18 or abandonment of the Property, Lender (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees of and as permitted applicable by law, and then to the sums secured by this Security Instrument. Nothing herein contained shall be construed as constituting Lender a "mortgage in possession," unless Lender shall have entered into and shall remain in actual possession of the Property.

**20. Advances to Protect Security.** This Security Instrument shall secure the unpaid balance of advances made by Lender, with respect to the Property, for the payment of taxes, assessments, insurance premiums and costs incurred for the protection of the Property.

**21. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee.

Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. The Trustee or Beneficiary may charge a fee not to exceed \$65, as provided by Section 2941 of the Civil Code of California as amended, or such other fee as may then be authorized or permitted by law, for all services involved in effecting reconveyance. Such fee may be collected upon opening of a bona fide escrow or no more than 60 days prior to the full satisfaction of the obligation secured by this Security Instrument. Such person or persons shall also pay any official fees (including, for example, recordation costs).

**22. 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.

**23. Request for Notices.** Borrower requests that copies of the notice of default and notice of sale under this Security Instrument be sent to Borrower's address which is the Property Address. Lender requests that copies of notices of foreclosure from the holder of any lien which has priority over this Security Instrument be sent to Lender's address, as set forth on page one of this Security Instrument, as provided by Section 2924.6 of the Civil Code of California, as amended.

**24. State of Obligation.** Lender may collect a fee not to exceed \$60 as provided by Section 2943 of the Civil Code of California, as amended, or such other fee as may then be authorized or permitted by law, for furnishing each statement of obligation.

**BY SIGNING BELOW,** Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and expressly releases and, to the extent permitted by law, waives Borrower's right of homestead in the Property.

**IN WITNESS WHEREOF,** Borrower has executed this Security Instrument on the date first above- mentioned.

Witnesses:

\_\_\_\_\_

 (Seal)  
Borrower CANDELARIO FELIX

\_\_\_\_\_

 (Seal)  
Borrower SARA L. FELIX

055-20003 CAX234 (1-13-02) HELOC Deed of Trust



2002-260285  
05/16/2002 08:08A  
5 of 7

Public Record

"EXHIBIT A"

CANDELARIO FELIX AND SARA L FELIX, HUSBAND AND WIFE AS JOINT  
TENANTS.



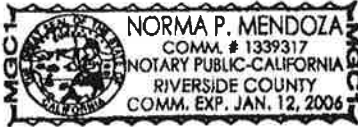
2002-260285  
05/16/2002 08:00A  
6 of 7

**ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
County of Riverside } ss.

On 3-14-02 before me Norma P. Mendoza  
(DATE) (NOTARY)  
personally appeared Candelario Felix and Sara Felix  
SIGNER(S)

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.

Norma P. Mendoza  
NOTARY'S SIGNATURE

**OPTIONAL INFORMATION**

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

**CAPACITY CLAIMED BY SIGNER (PRINCIPAL)**

- INDIVIDUAL
- CORPORATE OFFICER
- \_\_\_\_\_ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

Deed of Trust.  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_ NUMBER OF PAGES

\_\_\_\_\_ DATE OF DOCUMENT

\_\_\_\_\_ OTHER

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_  
\_\_\_\_\_

**RIGHT THUMBPRINT**  
OF  
SIGNER



2002-260285  
65-15/2002 00 00R  
7 of 7



**STEWART TITLE - Riverside**

WHEN RECORDED RETURN TO:  
AMERICAN GENERAL FINANCIAL SERVICES, INC.  
MADISON PLAZA  
81096 US HWY 111 STE E & F  
INDIO, CA 92201-6685

DOC # 2007-0281145  
04/26/2007 08:00A Fee:27.00  
Page 1 of 7  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			7		1				
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM

(Space Above This)

**DEED OF TRUST**

T  
037

THIS DEED OF TRUST ("Security Instrument") is given on 04/23/07. The trustor is CANDELARIO FELIX AND SARA L. FELIX, HUSBAND AND WIFE AS JOINT TENANTS ("Borrower").

The Trustee is AG DOCUMENTATION SERVICES, INC., a California corporation, ("Trustee"). The beneficiary is AMERICAN GENERAL FINANCIAL SERVICES, INC. which is a Delaware corporation, and whose address is MADISON PLAZA 81096 US HWY 111 STE E & F INDIO, CA 92201-6685 ("Lender").

Borrower owes the principal sum of ONE HUNDRED NINETY THOUSAND SEVEN HUNDRED NINE DOLLARS AND ZERO CENTS Dollars (U.S. \$ 190709.00). This debt is evidenced by Borrower's Note/Loan Agreement (herein "Note"), dated the same date as this Security Instrument which provides for monthly payments, with the full debt, if not paid earlier, due and payable as provided in the Note. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby irrevocably grant, transfer, assign, and convey to Trustee and Trustee's successor and assigns in trust, with power of sale, the following described property located in RIVERSIDE County, California:

SEE EXHIBIT "A"

Apn# 767-451-014-1

which has the address of 83170 ALVARADO AVE THERMAL, CA 92274  
(herein "Property Address"). (Street) (City) (State) (Zip)

Prior Instrument Reference: Volume \_\_\_\_\_ Page \_\_\_\_\_

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

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

COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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**2. Funds for Escrow Items.** If agreed by Borrower and Lender, Borrower shall pay to Lender on the day Monthly Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender, including, but not limited to Hazard Insurance and Flood Insurance; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums. These items are called "Escrow Items." At origination, or at any time during the term of the Loan, and to the extent permitted by Applicable Law, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay Lender the Funds for any or all Escrow Items at any time, or as required by Applicable Law. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. If Borrower is obligated to pay Escrow Items directly and fails to do so, Lender may pay such amount, as provided in the Note or this Security Instrument, and Borrower shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the notice provision of this Security Instrument and Applicable Law, and upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this or other applicable Sections.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity or in any Federal Home Loan Bank as permitted by California law. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under Applicable Law. Lender shall credit any accrued interest to Borrower's escrow account as required by California law. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by Applicable Law.

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

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

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender shall be applied as provided in the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner prescribed by Lender and on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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 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.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, 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 to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given. Unless the Note provides otherwise, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments or change the amount of the payments. If under paragraph 18 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the 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, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees if and as permitted by applicable law, and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**9. 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 lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fractions: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument whether or not then due.

Unless the Note provides otherwise, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments.

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

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest, and waive any homestead, in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**12. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

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

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

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

**16. Transfer of the Property.** If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised if the exercise of this option by Lender is prohibited by federal law as of the date of this Security Instrument.

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

**17. Borrower's Right to Reinstate.** To the extent required by applicable law, Borrower may have the right to have enforcement of this Security Instrument discontinued. Upon reinstatement by Borrower, this Security Instrument and the obligations secured thereby shall remain fully effective as if no acceleration had occurred.

**18. Acceleration; Remedies.** Except as provided in paragraph 16, if Borrower is in default due to the occurrence of any of the events of default provided in the "DEFAULT; TERMINATION AND ACCELERATION BY LENDER" provision of the Note, Lender shall give Borrower notice specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than three (3) months from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees if and as permitted by applicable law and costs of title evidence.

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

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

**19. Lender in Possession; Assignment of Rents.** Upon acceleration under paragraph 18 or abandonment of the Property, Lender (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees if and as permitted by applicable law, and then to the sums secured by this Security Instrument. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession," unless Lender shall have entered into and shall remain in actual possession of the Property.

**20. Advances to Protect Security.** This Security Instrument shall secure the unpaid balance of advances made by Lender, with respect to the Property, for the payment of taxes, assessments, insurance premiums and costs incurred for the protection of the Property.

21. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. The Trustee or Beneficiary may charge a fee not to exceed \$ 45.00, as provided by Section 2941 of the Civil Code of California, as amended, or such other fee as may then be authorized or permitted by law, for all services involved in effecting reconveyance. Such fee may be collected upon opening of a bona fide escrow or no more than 60 days prior to the full satisfaction of the obligation secured by this Security Instrument. Such person or persons shall also pay any official fees (including for example recordation costs).

22. **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.

23. **Request for Notices.** Borrower requests that copies of the notice of default and notice of sale under this Security Instrument be sent to Borrower's address which is the Property Address. Lender requests that copies of notices of foreclosure from the holder of any lien which has priority over this Security Instrument be sent to Lender's address, as set forth on page one of this Security Instrument, as provided by Section 2924.6 of the Civil Code of California, as amended.

24. **Statement of Obligation.** Lender may collect a fee not to exceed \$60 as provided by Section 2943 of the Civil Code of California, as amended, or such other fee as may then be authorized or permitted by law, for furnishing each statement of obligation.

**BY SIGNING BELOW,** Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and expressly releases and, to the extent permitted by law, waives Borrower's right of homestead in the Property.

**IN WITNESS WHEREOF,** Borrower has executed this Security Instrument on the date first above-mentioned.

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

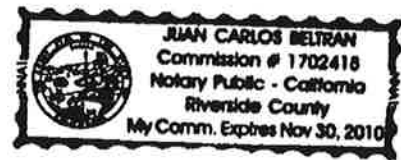
[Signature]  
Borrower CANDELARIO FELIX  
[Signature]  
Borrower SARA L. FELIX

STATE OF CALIFORNIA,  
COUNTY OF Riverside

On APRIL 23, 2007 before me, Juan Carlos Beltran, Notary Public  
personally appeared CANDELARIO FELIX AND SARA L. FELIX, HUSBAND AND WIFE AS JOINT TENANTS 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 \_\_\_\_\_ (Seal)



**REQUEST FOR FULL RECONVEYANCE**

**TO TRUSTEE:**

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

American General Financial Services, Inc.

Dated \_\_\_\_\_  
(MONTH, DAY, YEAR)

By \_\_\_\_\_

Mail Reconveyance to:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California,  
County of Riverside, described as follows:

LOT 14 OF TRACT NO. 2346, IN THE COUNTY OF RIVERSIDE, STATE OF  
CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 45, PAGES 21 AND 22  
OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

End of Legal Description



GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary : Juan Carlos Beltran

Notary Identification Number : 1702418

Vender Identification Number : \_\_\_\_\_

County Where Bond Is Filed : Riverside

Date Commission Exp : 11-30-10

DATE: 4, 26, 07

SPL, Inc. as agent

[Signature]  
Signature

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_ personally appeared, \_\_\_\_\_ personally known to me (or proved to me 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 \_\_\_\_\_

I CERTIFY UNDER PENALTY OF PERJURY THAT THIS MATERIAL IS A TRUE COPY OF THE ORIGINAL MATERIAL CONTAINED IN THE DOCUMENT:

SPL, Inc. as agent

DATE:   /  /  

\_\_\_\_\_  
Signature

Revised 9/6/06 R.1  
DP 001 2 Penalties in 1 R111.doc

556  
**RECORDING REQUESTED BY**

Glenn M. Perrell Atty @ law

DOC # 2009-0133911

03/19/2009 08:00A Fee:18.00

Page 1 of 3

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

**AND WHEN RECORDED MAIL TO**

**INTEGRATED LENDER SERVICES**

2411 West La Palma Ave.  
Suite 350, Building No. 1  
Anaheim, CA 92801



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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Space above this line for recorder's use only

Trustee Sale No. 59569 Loan No. 14717932 Title Order No.

C  
051

**IMPORTANT NOTICE  
NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST**

**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 \$6,106.72 as of 03/18/2009 and will increase until your account becomes current.

**BENEFICIARY DECLARES THAT IT, OR ITS AUTHORIZED AGENT, HAS CONTACTED THE BORROWER, OR TRIED WITH DUE DILIGENCE TO CONTACT THE BORROWER, AS REQUIRED BY CALIFORNIA CIVIL CODE SECTION 2923.5, OR THE BORROWER HAS SURRENDERED THE PROPERTY TO THE BENEFICIARY OR ITS AUTHORIZED AGENT. SAID CONTACT OR DUE DILIGENCE WAS COMPLETED ON OR BEFORE N/A, WHICH IS AT LEAST 30 DAYS PRIOR TO THE RECORDATION OF THIS NOTICE OF DEFAULT.**

OR

**BENEFICIARY DECLARES THAT THIS LOAN IS EXEMPT FROM THE REQUIREMENTS OF CALIFORNIA CIVIL CODE SECTION 2923.5**

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



**Trustee Sale No. 59569 Loan No. 14717932 Title Order No.**

mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

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

Following the expiration of the time period referred to in this 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 property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact: **American General Financial Services, Inc., c/o Integrated Lender Services, 2411 West La Palma Ave., Suite 350, Building No. 1, Anaheim, CA 92801, (714) 822-3342**

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: Integrated Lender Services, A Delaware Corporation is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated 04/23/2007, executed by Candelario Felix and Sara L. Felix, husband and wife as joint tenants, as trustor, to secure obligations in favor of American General Financial Services, Inc., as Beneficiary Recorded on 04/26/2007 as Instrument no. 2007-0281145 of official records in the Office of the Recorder of Riverside County, California, as more fully described on said Deed of Trust. Including the note(s) for the sum of \$190,709.00 that the beneficial interest under said Deed of Trust and the obligations secured thereby are presently held by the beneficiary; that a breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the payment has not been made of: **THE PARTIAL MONTHLY INSTALLMENT WHICH BECAME DUE 12/08/2008 AND ALL SUBSEQUENT INSTALLMENTS, TOGETHER WITH LATE CHARGES. DELINQUENT TAXES, DELINQUENT INSURANCE PREMIUMS, IMPOUNDS, SENIOR LIENS WHICH ARE DELINQUENT OR BECOME DELINQUENT, ATTORNEY FEES AND COST AND ADVANCES.****

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 duly appointed Trustee, such Deed of Trust and all documents evidencing the 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

Trustee Sale No. 59569 Loan No. 14717932 Title Order No.

obligations secured thereby.

THIS FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THE DEBT SET FORTH ON THIS NOTICE WILL BE ASSUMED TO BE VALID UNLESS YOU DISPUTE THE DEBT BY PROVIDING WRITTEN NOTICE TO YOUR BENEFICIARY'S OFFICE OF YOUR DISPUTE WITHIN 30 DAYS OF YOUR RECEIPT OF THIS NOTICE, SETTING FORTH THE BASIS OF YOUR DISPUTE.

**DATE: 3/18/09**

**Integrated Lender Services, A Delaware Corporation, As Agent for the Beneficiary/Lender  
By: Title Court Services, Inc., As Agent**

J. Espinoza  
as agent

RECORDING REQUESTED BY  
Recording Requested By:  
ORANGE COAST TITLE MAIL TO

DOC # 2009-0519245  
10/07/2009 08:00A Fee:15.00  
Page 1 of 2  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder

INTEGRATED LENDER SERVICES  
2411 West La Palma Ave.  
Suite 350, Building No. 1  
Anaheim, CA 92801



104872805

Trustee Sale No. 59569 Loan No. 14717932

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### SUBSTITUTION OF TRUSTEE

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042

WHEREAS, Candelario Felix and Sara L. Felix, husband and wife as joint tenants, was the original Trustor, AG Documentation Services, Inc., was the original Trustee, and American General Financial Services, Inc., was the original Beneficiary under that certain Deed of Trust dated 04/23/2007, Recorded on 04/26/2007 as Instrument no. 2007-0281145 of official records in the office of the Recorder of Riverside County, California, and

WHEREAS, American General Financial Services, Inc., the undersigned, is the present Beneficiary under said Deed of Trust, and,

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in the place of and stead of said original Trustee thereunder.

Now, THEREFORE, the undersigned Beneficiary hereby substitutes INTEGRATED LENDER SERVICES, 2411 West La Palma Ave., Suite 350, Building No. 1, Anaheim, CA 92801, as Trustee of Said Deed of Trust.

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

DATE: 3/18/2009

**American General Financial Services, Inc.**

[Signature]  
Joe Espinoza, Authorized Signer

STATE OF California

COUNTY OF San Bernardino

On 4/14/09 before me, Kevin Ward Stock, Notary Public personally appeared  
(Name and Title)

Joe Espinoza, 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.

Signature [Signature]



Public Record



Government Code 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary : Kevin Ward Stock

Notary Identification Number : 1722075

County Where Bond Is Filed : Riverside

Date Commission Exp : Jan 30, 2011

SPL, Inc. as agent

DATE: 10 / 6 / 09

[Signature]  
Signature

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_ personally appeared, \_\_\_\_\_ who proved to me 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.  
Signature

I CERTIFY UNDER PENALTY OF PERJURY THAT THIS MATERIAL IS A TRUE COPY OF THE ORIGINAL MATERIAL CONTAINED IN THE DOCUMENT:

SPL, Inc. as agent

DATE: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

\_\_\_\_\_  
Signature

Revised 3/08 R 1  
DR 014 2 Penalties in 1 with 2008 ack R1 doc

When recorded please mail to:  
 Riverside County Code Enforcement  
 31290 Plantation Dr.  
 Thousand Palms, CA 92276  
 Mail Stop # 4016

DOC # 2009-0496954  
 09/24/2009 08:00A Fee:NC  
 Page 1 of 1  
 Recorded in Official Records  
 County of Riverside  
 Larry W. Ward  
 Assessor, County Clerk & Recorder



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**NOTICE OF NONCOMPLIANCE**

In the matter of the Property of )  
 Candelario Felix  
 Sara Felix  
 Case No.: CV09-05638

**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) described as Accumulated Rubbish. Such Proceedings are based upon the noncompliance of such real property, located at 83170 Alvarado Ave, Thermal, CA, and more particularly described as Assessor's Parcel Number 767-451-014 and having a legal description of LOT 14 MB 045/021 TR 2346 of Section 13 T6SR7E, Records of Riverside County, with the requirements of Ordinance No. 541 (RCC Title 8.120).

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, 31290 Plantation Dr., Thousand Palms, CA 92276, Attention Code Enforcement Officer Rusty Hannah (760) 343-4150.

**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.

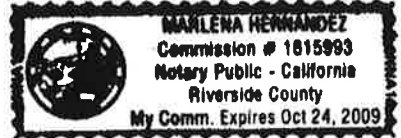
COUNTY OF RIVERSIDE  
 DEPARTMENT OF CODE ENFORCEMENT  
 By: *Dave Lawless*  
 Dave Lawless  
 Code Enforcement Division

**ACKNOWLEDGEMENT**

State of California )  
 County of Riverside )  
 On 9/24/09 before me, Marlana Hernandez, Notary Public, personally appeared Dave Lawless 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.  
*M. Hernandez*  
 Commission # 1615993 Comm. Expires Oct 24, 2009



When recorded please mail to:  
 Riverside County Code Enforcement  
 31290 Plantation Dr.  
 Thousand Palms, CA 92276  
 Mail Stop # 4016

DOC # 2009-0496955  
 09/24/2009 08:00A Fee:NC  
 Page 1 of 1  
 Recorded in Official Records  
 County of Riverside  
 Larry W. Ward  
 Assessor, County Clerk & Recorder



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**NOTICE OF NONCOMPLIANCE**

In the matter of the Property of  
 Candelario Felix  
 Sara Felix

Case No.: CV09-05639

**NOTICE IS HEREBY GIVEN** to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No.348, (RCC Title 17.24.010) described as Excessive outside storage. Such Proceedings are based upon the noncompliance of such real property, located at 83170 Alvarado Ave, Thermal, CA, and more particularly described as Assessor's Parcel Number 767-451-014 and having a legal description of LOT 14 MB 045/021 TR 2346 of Section 13 T6SR7E, Records of Riverside County, with the requirements of Ordinance No. 348 (RCC Title 17.24.010).

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, 31290 Plantation Dr., Thousand Palms, CA 92276, Attention Code Enforcement Officer Rusty Hannah (760) 343-4150.

**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: *Dave Lawless*  
 Dave Lawless  
 Code Enforcement Division

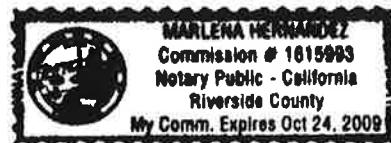
**ACKNOWLEDGEMENT**

State of California )  
 County of Riverside )

On 9/24/09 before me, Marlena Hernandez, Notary Public, personally appeared Dave Lawless 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  
*M Hernandez*  
 Commission # 1615993 Comm. Expires Oct 24, 2009



RIV

DOC # 2006-0529741  
07/20/2006 08:00A Fee:18.00  
Page 1 of 3  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION  
RECORDING REQUESTED BY  
PRENOVOST, NORMANDIN, BERGH & DAWE

AND WHEN RECORDED MAIL TO  
PRENOVOST, NORMANDIN, BERGH & DAWE  
2122 North Broadway, Suite 200  
Santa Ana, CA 92706-2614

8127.695; 5076014973

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ABSTRACT OF JUDGMENT

18



Title of Document

THIS AREA FOR  
RECORDER'S  
USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(\$3.00 Additional Recording Fee Applies)

ACR 238P-AS4RE0 (Rev. 02/2003)

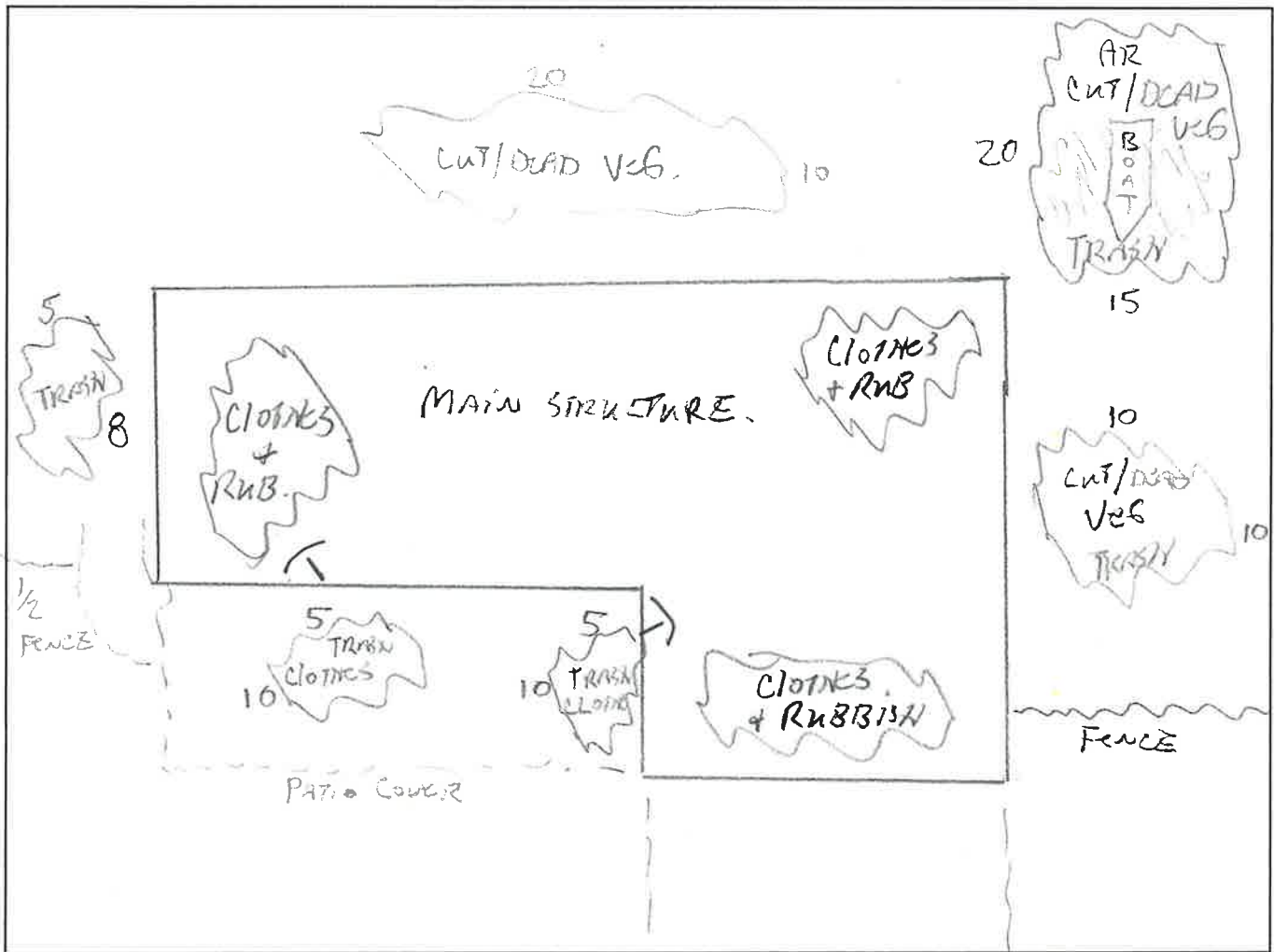
Public Record

### SITE PLAN: Case # CV-0912615

OWNER(S): CANDELARIO FELIX / SARA L FELIX  
SITE ADDRESS: 83170 ALVARADO AVE, THERMAL  
ASSESSOR'S PARCEL: 767-451-014  
ACREAGE: 0.340000

NORTH ARROW: 

REAR PROPERTY LINE



FRONT PROPERTY LINE: 83170 ALVARADO AVE, THERMAL

PREPARED BY: R. HANNAH DATE: 1-30-10

EXHIBIT NO. D



Photographs



Overall of property. RHannah



Missing rear window. RHannah NOD 13



AR inside structure. RHannah NOD 14,17



AR inside house. RHannah NOD 14,17



Missing toilet. RHannah NOD 14,17



Bedroom, improper maintenance. RHannah

RH

CV 0712615

1 of 5





Missing drywall in garage. RHannah *NOD 13*



Void area between room and garage, missing drywall. RHannah *NOD 13*



AR in bedroom. RHannah *NOD 14,17*



AR in rear of property. RHannah *AR*



Cut/ dead vegetation on side yard. RHannah *AR*



Missing bedroom window. RHannah *NOD 13*

*RH*

*CV 0912615*

*2 of 5*



01/30/2010



Locked out meter, no power. RHannah



Missing window in kitchen area. RHannah NOD 13



Posted notices. RHannah



Inside of structure. RHannah NOD 14/17



Inside of structure. RHannah NOD 14/17



Near front door. 1 of 8 AIR

RH

CV 0912615

3 of 5





Overall of property



Near side door of garage/ room A12



Front of house AR



Backyard area A12



Backyard area AIR



Rear bedroom, through broken window A100 13, 14,

BSW

CV 0912615

4 of 5



Kitchen and living area through broken window.  
RHannah 1100 13, 14, 17

RH

CV 0912615

5 of 5



COUNTY OF RIVERSIDE  
CODE ENFORCEMENT DEPARTMENT

NOTICE OF VIOLATION

CASE No.: CV 09-12615

THE PROPERTY AT: 83170 AVARADO AVE, VSR APN#: 767-451-014

WAS INSPECTED BY OFFICER: B. HANNA ID#: 26 ON JAN 30, 10 AT 1:00 am/pm 0

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

<input type="checkbox"/>	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="checkbox"/>	17.252.030 (RCO 348)	Unpermitted Outdoor Advertising Display - Obtain a permit from the Planning Dept. or remove display.
<input type="checkbox"/>	8.28.030 (RCO 821)	Unfenced Pool - Install or provide adequate fencing to secure the pool.	<input type="checkbox"/>	17.172.205 (RCO 348)	Prohibited Fencing - Remove fence. Fences shall not be constructed of garage doors, tires, pallets or other materials not typically used for the construction of fences.
<input checked="" type="checkbox"/>	8.120.010 (RCO 541)	<u>Accumulated Rubbish</u> - Remove all rubbish & dispose of in an approved legal landfill.	<input type="checkbox"/>	17. (RCO 348)	Excessive Outside Storage: Storage of Unpermitted Mobile Home(s) Not Allowed - Remove unpermitted mobile home(s) from the property.
<input type="checkbox"/>	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="checkbox"/>	17. (RCO 348)	Occupied RV/Trailer - Cease occupancy & disconnect all utilities to RV/Trailer.
<input type="checkbox"/>	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="checkbox"/>	17. (RCO 348)	Excessive Animals - Remove or reduce the number of _____ to less than _____.
<input checked="" type="checkbox"/>	15.16.020 (RCO 457)	<u>Substandard Structure</u> - Obtain a permit from the Bldg. & Safety Dept. to rehabilitate per Notice of Defects or demolish the structure.	<input type="checkbox"/>	17. (RCO 348)	Unpermitted Land Use: _____ Cease all business activities. Obtain Planning Dept. approval prior to resuming business operations.
<input type="checkbox"/>	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="checkbox"/>	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="checkbox"/>	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="checkbox"/>		

COMMENTS: CLEAN PROP + BOARD UP WINDOWS, DOORS, SECURE HOUSE.

IMPORTANT! CORRECTION(S) MUST BE COMPLETED BY: FEB 30, 10. 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 I.16.

\_\_\_\_\_  
SIGNATURE PRINT NAME DATE  PROPERTY OWNER  TENANT

\_\_\_\_\_  
CDL/CID# D.O.B

EXHIBIT NO. E





# RIVERSIDE COUNTY CODE ENFORCEMENT DEPARTMENT CODE ENFORCEMENT NOTICE OF DEFECTS

**SUBSTANDARD BUILDING CONDITIONS:**

50' x 40' SPD

UNIFORM HOUSING CODE SECTIONS    HEALTH & SAFETY CODE SECTIONS

- |  |              |                 |
|--|--------------|-----------------|
| 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 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 type="checkbox"/> Repair Per Applicable Building Codes <input 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 type="checkbox"/> Lack of required electrical lighting.....  | 1001(b)10    | 17920.3(a)10    |
| OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure  |              |                 |
| 6. <input type="checkbox"/> Hazardous Wiring.....  | 1001(e)      | 17920.3(d)      |
| OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input 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<br>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<br>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<br>including broken windows or doors, lack of paint or other approved wall covering.                       |              |                 |
| OBTAIN PERMIT TO: <input 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 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 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. 0912615                      Address 83-770 ALVARADO AVE.  
 Date 1-30-10                              Officer RUBY HARRISON

E<sup>2</sup>



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**AFFIDAVIT OF POSTING OF NOTICES**

February 5, 2010

RE CASE NO: CV0912615

I, Rusty Hannah, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 31-290 Plantation Drive, Thousand Palms, California 92276 .

That on 1/30/2010 at 1:00 pm, I securely and conspicuously posted NOV for RCC 16.16.020, substandard structure, RCC 8.120.010, accumulated rubbish, notice of defects and a danger do not enter/ occupy at the property described as:

**Property Address:** 83170 ALVARADO AVE, THERMAL

**Assessor's Parcel Number:** 767-451-014

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

Executed on February 5, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

  
By: Rusty Hannah, Code Enforcement Officer III

**EXHIBIT NO.** E<sup>3</sup>





**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**NOTICE OF VIOLATION**

February 5, 2010

CANDELARIO FELIX JR.  
51-761 Lorenza Ln.  
Coachella, Ca. 92236

RE CASE NO: CV0912615

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 83170 ALVARADO AVE, THERMAL California, Assessor's Parcel Number 767-451-014, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457) , 8.120.010 (Ord. 541), 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.

- 2) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.

**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. The structure may also be boarded up according to HCD standards and monitored.
- 2) Remove all rubbish and dispose of it in an approved, legal landfill.

**COMPLIANCE MUST BE COMPLETED BY March 4, 2010. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.**

31-290 PLANTATION DRIVE, TH  
(760) 343-4150 • FAX

**EXHIBIT NO.** EA

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.

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CODE ENFORCEMENT DEPARTMENT

  
By: Rusty Hannah, Code Enforcement Officer III



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**NOTICE OF VIOLATION**

February 5, 2010

CANDELARIO FELIX / SARA L FELIX  
83170 ALVARADO AVE  
THERMAL, CA. 92274

RE CASE NO: CV0912615

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- 2) Remove all rubbish and dispose of it in an approved, legal landfill.

**EXHIBIT NO.** \_\_\_\_\_

E5

COMPLIANCE MUST BE COMPLETED BY March 4, 2010. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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CODE ENFORCEMENT DEPARTMENT



By:  Code Enforcement Officer III



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CODE ENFORCEMENT DEPARTMENT

By:  Rusty Hannah, Code Enforcement Officer III 



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**NOTICE OF VIOLATION**

February 5, 2010

AMERICAN GENERAL FINANCE, INC.  
81-106 HWY 111, #4D  
INDIO, CA 92201

RE CASE NO: CV0912615

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 83170 ALVARADO AVE, THERMAL California, Assessor's Parcel Number 767-451-014, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457) , 8.120.010 (Ord. 541), of the Riverside County Code.

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**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.

- 2) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.

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**COMPLIANCE MUST BE COMPLETED BY March 4, 2010. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.**

31-290 PLANTATION DRIVE, THOUSAND PALMS, CA 92276  
(760) 343-4150 • FAX (760) 343-4150



**EXHIBIT NO.**                     

E7

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CODE ENFORCEMENT DEPARTMENT

By:   Code Enforcement Officer III





**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**NOTICE OF VIOLATION**

February 5, 2010

American General Finance  
Madison Plaza  
81-096 Hwy 111, Ste E & F  
Indio, Ca. 92201

RE CASE NO: CV0912615

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 83170 ALVARADO AVE, THERMAL California, Assessor's Parcel Number 767-451-014, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457), 8.120.010 (Ord. 541), of the Riverside County Code.

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**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.

- 2) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.

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- 2) Remove all rubbish and dispose of it in an approved, legal landfill.

**EXHIBIT NO.**                      *ES*

COMPLIANCE MUST BE COMPLETED BY March 4, 2010. FAILURE TO REPLY 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.

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CODE ENFORCEMENT DEPARTMENT

By:  Rusty Hannah, Code Enforcement Officer III 



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**NOTICE OF VIOLATION**

February 5, 2010

Integrated Lender Services  
2411 West La Palma Ave  
Suite 350, Building #1  
Anaheim, ca 92801

RE CASE NO: CV0912615

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- 2) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.

**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. The structure may also be boarded up according to HCD standards and monitored.
- 2) Remove all rubbish and dispose of it in an approved, legal landfill.

**EXHIBIT NO.** \_\_\_\_\_



E<sup>9</sup>

COMPLIANCE MUST BE COMPLETED BY March 4, 2010. 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.

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:  Rusty Hannah, Code Enforcement Officer III 



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**NOTICE OF VIOLATION**

February 5, 2010

Thomas J. Prenovost Jr., SBN 77813, Normandin, Bergh & Dawe  
2122 North Broadway, Ste 200  
Santa Ana, Ca. 92706

RE CASE NO: CV0912615

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 83170 ALVARADO AVE, THERMAL California, Assessor's Parcel Number 767-451-014, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457) , 8.120.010 (Ord. 541), 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.

- 2) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.

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

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- 2) Remove all rubbish and dispose of it in an approved, legal landfill.

**COMPLIANCE MUST BE COMPLETED BY March 4, 2010. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.**

31-290 PLANTATION DRIVE, THOUSAND PALMS, CA 92276  
(760) 343-4150 • FAX (760)

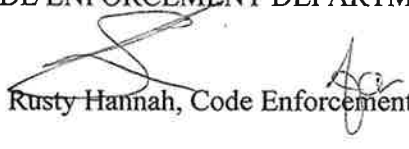
**EXHIBIT NO.** \_\_\_\_\_

ED

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CODE ENFORCEMENT DEPARTMENT

  
By: Rusty Hannah, Code Enforcement Officer III



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**NOTICE OF VIOLATION**

February 5, 2010

Riverside Courts  
4050 Main St.  
Riverside, Ca. 92706

RE CASE NO: CV0912615

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- 2) Remove all rubbish and dispose of it in an approved, legal landfill.

**COMPLIANCE MUST BE COMPLETED BY March 4, 2010. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.**

31-290 PLANTATION DRIVE, THOUSAND PALMS, CA 92276  
(760) 343-4150 • FAX (760)

**EXHIBIT NO.**     E"

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.

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CODE ENFORCEMENT DEPARTMENT

By:  Code Enforcement Officer III 





**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**NOTICE OF VIOLATION**

February 5, 2010

Fireside Bank  
5050 Hopyard Road  
Pleasanton, Ca 94588

RE CASE NO: CV0912615

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 83170 ALVARADO AVE, THERMAL California, Assessor's Parcel Number 767-451-014, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457) , 8.120.010 (Ord. 541), of the Riverside County Code.

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- 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.

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- 2) Remove all rubbish and dispose of it in an approved, legal landfill.

**COMPLIANCE MUST BE COMPLETED BY March 4, 2010. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.**

31-290 PLANTATION DRIVE, THOUSAND PALMS, CA 92276  
(760) 343-4150 • FAX (760)

**EXHIBIT NO.** \_\_\_\_\_

E<sup>12</sup>

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$109.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.

CODE ENFORCEMENT DEPARTMENT

By:  Rusty Hannah, Code Enforcement Officer III



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**PROOF OF SERVICE**

Case No. CV0912615

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Sara Nunez, declare that I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is at the footer of this notice.

That on February 5, 2010, I served the following documents(s):

**NOTICE RE: Notice of Violation**

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

CANDELARIO FELIX / SARA L FELIX 83170 ALVARADO AVE, THERMAL, CA. 92274  
OCCUPANT 83170 ALVARADO AVE, THERMAL, CA 92274  
AMERICAN GENERAL FINANCE, INC. 81-106 HWY 111, #4D, INDIO, CA 92201  
American General Finance Madison Plaza 81-096 Hwy 111, ste E & F, Indio, Ca. 92201  
Integrated Lender Services 2411 West La Palma Ave Suite 350, Building #1, Anaheim, ca 92801  
Thomas J. Prenovost Jr., SBN 77813, Normandin, Bergh & Dawe 2122 North Broadway, Ste 200, Santa Ana, Ca. 92706  
Riverside Courts 4050 Main St., Riverside, Ca. 92706  
CANDELARIO FELIX JR. 51-761 Lorenza Ln., Coachella, Ca. 92236  
Fireside Bank 5050 Hopyard Road, Pleasanton, Ca 94588

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

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

EXECUTED ON February 5, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Sara Nunez, Code Enforcement Aide

**EXHIBIT NO.** EB

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature <input checked="" type="checkbox"/> <i>Candelario Felix Jr</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee
Candelario Felix Jr 51-761 Lorenza Ln Coachella, Ca 92236 CV0912615RH(SSST/AR)	B. Received by (Printed Name) <i>Candelario Felix Jr</i> C. Date of Delivery <i>2/10/10</i>
	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

2. Article Number 7009 2250 0004 4858 0864  
 (Transfer from service label)

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

OFFICIAL USE

Postage \$

Return (Endorser) **Candelario Felix Jr**  
 Restriction (Endorser) **51-761 Lorenza Ln**  
**Coachella, Ca 92236**  
**CV0912615RH(SSST/AR)**

Total Price

Sent To

Street, Apt. No., or PO Box No.

City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

7009 2250 0004 4858 0864

EXHIBIT NO. EA

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>[Signature]</i> C. Date of Delivery <i>FEB 11 2010</i></p>
<p>1. Article Addressed to:</p> <p><b>Fireside Bank</b> 5050 Hopyard Road Pleasanton, Ca 94588 CV0912615RH(SSST/AR)</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type  <input type="checkbox"/> Certified Mail    <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered        <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail       <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label)</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p> <p><b>7009 2250 0004 4858 0871</b></p>

PS Form 3811, February 2004      Domestic Return Receipt      102595-02-M-1540

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

OFFICIAL USE

Postage \$ \_\_\_\_\_

Retr (Endorse)  
Restrict (Endorse)  
Total f

**Fireside Bank**  
5050 Hopyard Road  
Pleasanton, Ca 94588  
CV0912615RH(SSST/AR)

Sent To \_\_\_\_\_  
Street, Apt. No., or PO Box No. \_\_\_\_\_  
City, State, ZIP+4 \_\_\_\_\_

PS Form 3800, August 2006      See Reverse for Instructions

7009 2250 0004 4858 0871

EXHIBIT NO.       E<sup>15</sup>

**SENDER: COMPLETE THIS SECTION**

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

1. Article Address  
**Integrated Lender Services**  
 2411 West La Palma Ave  
 Suite 350, Building #1  
 Anaheim, Ca 92801  
 CV0912615RH(SSST/AR)

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee

B. Received by (Printed Name) **Bernie Sotelo** C. Date of Delivery

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

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number **7009 2250 0004 4858 0833**  
 (Transfer from service label)

7009 2250 0004 4858 0833

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)  
**OFFICIAL USE**

Postage \$ \_\_\_\_\_  
 Certified Fee \_\_\_\_\_  
 Return (Endorsement) \_\_\_\_\_  
 Restricted (Endorsement) \_\_\_\_\_  
 Total Post \_\_\_\_\_

**Integrated Lender Services**  
 2411 West La Palma Ave  
 Suite 350, Building #1  
 Anaheim, Ca 92801  
 CV0912615RH(SSST/AR)

Sent To \_\_\_\_\_  
 Street, Apt. No.,  
 or PO Box No. \_\_\_\_\_  
 City, State, ZIP+4 \_\_\_\_\_

**EXHIBIT NO.** E<sup>16</sup>

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from Item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>
<p>1. Article Addressed to:</p> <p>American General Finance, Inc 81-106 Hwy 111, #4D Indio, Ca 92201 CV0912615RH(SSST/AR)</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p>7009 2250 0004 4858 0819</p>

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

OFFICIAL USE

Postage \$ \_\_\_\_\_

R  
(Endor  
Hestr  
(Endor  
Tota  
 American General Finance, Inc  
81-106 Hwy 111, #4D  
Indio, Ca 92201  
CV0912615RH(SSST/AR)

Sent To \_\_\_\_\_

Street, Apt. No.,  
or PO Box No. \_\_\_\_\_

City, State, ZIP+4 \_\_\_\_\_

PS Form 3800, August 2006 See Reverse for Instructions

7009 2250 0004 4858 0819

EXHIBIT NO. EN





**SENDER: COMPLETE THIS SECTION**

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

1.  
 Riverside Courts  
 4050 Main St  
 Riverside, Ca 92706  
 CV0912615RH(SSST/AR)

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee  
 X *[Signature]*

B. Received by (Printed Name) C. Date of Delivery  
*J. Bishop* 9-9-10

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

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Transfer from service label) 7009 2250 0004 4858 0857

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

7009 2250 0004 4858 0857

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage \$ \_\_\_\_\_

Return (Endorser)  
 Restricted (Endorser)  
 Riverside Courts  
 4050 Main St  
 Riverside, Ca 92706  
 CV0912615RH(SSST/AR)

Total Postage \_\_\_\_\_

Sent To \_\_\_\_\_  
 Street, Apt. No., or PO Box No. \_\_\_\_\_  
 City, State, ZIP+4 \_\_\_\_\_

PS Form 3800, August 2006 See Reverse for Instructions.

EXHIBIT NO. E<sup>19</sup>



PLACE STICKERS AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

**SENDER: COMPLETE THIS SECTION**

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

Vacant  
 83170 Alvarado Ave  
 Thermal, Ca 92274  
 CV0912615RRH(SSST/AR)

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee

B. Received by (Printed Name) C. Date of Delivery

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

3. Service Type

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Transfer from service label) 7009 2250 0004 4858 0802 102595-02-M-1540  
 PS Form 3811, February 2004 Domestic Return Receipt

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)  
 For delivery information visit our website at www.usps.com®  
**OFFICIAL USE**

2090 8584 4000 0522 6002

Postage \$

Ret (Endorse)  
 Restricted (Endorse)  
 Total F

Vacant  
 83170 Alvarado Ave  
 Thermal, Ca 92274  
 CV0912615RRH(SSST/AR)

Sent To

Street, Apt. No., or PO Box No.

City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

EXHIBIT NO. E<sup>21</sup>



8127-695: 5076014973

EJ-001

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

Recording requested by and return to: 714-547-2444  
Tom R. Normandin, SBN 102265  
Thomas J. Prenovost, Jr., SBN 77813  
PRENOVOST, NORMANDIN, BERGH & DAWE  
2122 N. Broadway #200  
Santa Ana, CA 92706-2614  
714-547-2444

ATTORNEY FOR  JUDGMENT CREDITOR  ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Riverside  
STREET ADDRESS: 4050 Main Street  
MAILING ADDRESS:  
CITY AND ZIP CODE: Riverside, CA 92501-3703  
BRANCH NAME: RIVERSIDE COURT

FOR RECORDER'S USE ONLY

PLAINTIFF: FIRESIDE BANK, a California corporation  
DEFENDANT: CANDELARIO P. FELIX aka CANDELARIO P. FELIX, JR., an individual; et al.

CASE NUMBER:  
RIC 415308

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

FOR COURT USE ONLY

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

a. Judgment debtor's

Name and last known address

CANDELARIO P. FELIX aka CANDELARIO P. FELIX, JR., an individual  
51761 Lorenza Lane  
Coachella, CA 92236

b. Driver's license No. and state: D3356232 CA  Unknown

c. Social security No.: 566-83-4271  Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): CANDELARIO P. FELIX aka CANDELARIO P. FELIX, JR., an individual  
51761 Lorenza Lane, Coachella, CA 92236

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

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

3. Judgment creditor (name and address):  
FIRESIDE BANK, a California corporation  
5050 Hopyard Road, #200, Pleasanton, CA 94588

5.  Original abstract recorded in this county:

a. Date:  
b. Instrument No.:  
PRENOVOST, NORMANDIN, BERGH & DAWE

Date: July 10, 2006

TOM R. NORMANDIN

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

*Tom R. No C*

6. Total amount of judgment as entered or last renewed:  
\$ 4,084.46

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

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

a. Amount: \$  
b. In favor of (name and address):

8. a. Judgment entered on (date): 4/12/06

b. Renewal entered on (date):

9.  This judgment is an installment judgment.

11. A stay of enforcement has

a.  not been ordered by the court.  
b.  been ordered by the court effective until (date):

(SEAL)



This abstract issued on (date):

JUL 12 2006

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

b.  A certified copy of the judgment is attached.

Clerk, by *M. D. [Signature]*, Deputy

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

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

Legal Solutions Plus

Page 1 of 2  
Code of Civil Procedure, §§ 488.480, 674.700.190

Public Record



TREASURER-TAX COLLECTOR  
STOP 1110

DOC # 2002-463171

08/21/2002 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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02921 THE DESERT SUN

**NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY**

Which, pursuant to law was declared to be Tax-Defaulted on  
for the nonpayment of delinquent taxes in the amount of  
for the fiscal year 1995-1996 . Default Number

JUNE 28, 1996

\$441.86

1996-767451014-0000

Notice is hereby given by the Tax Collector of RIVERSIDE County that pursuant to Revenue and Taxation Code §3691 the property described herein is subject to sale for nonpayment of taxes and will be sold unless the amount required to redeem the property is paid to the Tax Collector of said County before sale. The real property subject to this notice is assessed to:  
**FELIX, CANDELARIO & SARA L**

and is situated in said county, State of California, described as follows:

767451014-1

Assessor's Parcel Number

LOT 14 IN TRACT 2346, AS SHOWN BY MAP ON FILE IN BOOK 45, PAGE 21-22 OF MAPS, RECORDS OF RIVERSIDE COUNTY.

State of California Executed on  
RIVERSIDE County JULY 1, 2002

By *Paul McDonnell*  
Tax Collector



On JULY 1, 2002, before me, GARY L. ORSO, personally appeared PAUL MCDONNELL, 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 on the instrument the person(s), or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

GARY L. ORSO  
Assessor/County Clerk-Recorder

*Ramos*  
Deputy

§§3691, 3691.1, 3691.2 R&T Code

TDL 7-01 (1-98)

Public Record



When recorded please mail to:  
 Riverside County Code Enforcement  
 31290 Plantation Dr.  
 Thousand Palms, CA 92276  
 Mail Stop # 4016

DOC # 2010-0140781  
 03/29/2010 08:00A Fee:NC  
 Page 1 of 1  
 Recorded in Official Records  
 County of Riverside  
 Larry W. Ward  
 Assessor, County Clerk & Recorder



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800

**NOTICE OF NONCOMPLIANCE**

In the matter of the Property of  
 Candelario & Sara Feliz

Case No.: CV09-12615

**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 & 541, (RCC Title 15.16 & 8.120) described as Substandard Structure & Accumulated Rubbish. Such Proceedings are based upon the noncompliance of such real property, located at 83170 Alvarado Ave, Thermal, CA, and more particularly described as Assessor's Parcel Number 767-451-014 and having a legal description of Lot 14 MB 045/021 TR2346 of Sec 13 T6SR7E, Records of Riverside County, with the requirements of Ordinance No. 457 & 541 (RCC Title 15.16 & 8.120).

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, 31290 Plantation Dr., Thousand Palms, CA 92276, Attention Code Enforcement Officer Rusty Hannah (760) 343-4150.

**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: [Signature]  
 Dave Lawless  
 Code Enforcement Division

**ACKNOWLEDGEMENT**

State of California )  
 County of Riverside )

On 3/25/10 before me, Marlena Hernandez, Notary Public, personally appeared Dave Lawless 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.

[Signature]  
 Commission # 186683



**EXHIBIT NO.** F



PAMELA J. WALLS  
County Counsel

Principal Deputy  
KATHERINE A. LIND

OFFICE OF COUNTY COUNSEL  
COUNTY OF RIVERSIDE

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



June 10, 2010

NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS  
AND ABATE PUBLIC NUISANCE

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

Case No.: CV 09-12615  
APN: 767-451-014; FELIX  
Property: 83170 Alvarado Ave., Thermal

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 457 & 541 (RCC Titles 15 & 8) and 725 (RCC Title 1) to consider the abatement of the substandard structure and accumulated rubbish located on the SUBJECT PROPERTY described as 83170 Alvarado Ave., Thermal, **Riverside County, California**, and more particularly described as Assessor's Parcel Number 767-451-014.

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

SAID HEARING will be held on **Tuesday, June 29, 2010, at 9:30 a.m.** in the Board of Supervisors Room, County Administrative Center, 4080 Lemon Street, 1<sup>st</sup> Floor Annex, Riverside, California at which time and place pertinent evidence will be received and/or testimony from all concerned parties will be heard. Failure to appear on your behalf will result in the exclusion of your testimony, and facts as known to the Code Enforcement Department ("Department") will be presented to the Board of Supervisors for consideration and deliberation in this matter.

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

**You are encouraged to contact Supervising Code Enforcement Officer Dave Lawless at (760) 343-4150 or the undersigned prior to the hearing. Please meet the undersigned and Brian Black, Supervising Code Enforcement Officer, at 8:30 a.m. on the day of the hearing in the lobby of the 1<sup>st</sup> floor annex in front of the Clerk of the Board's Office to discuss the case.**

PAMELA J. WALLS  
Riverside County Counsel

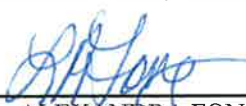
  
L. ALEXANDRA FONG  
Deputy County Counsel

EXHIBIT NO. 6

# NOTICE LIST

Subject Property: 83170 Alvarado Avenue, Thermal  
Case No.: CV 09-12615 APN: 767-451-014; District 4

CANDELARIO FELIX  
SARA L. FELIX  
83170 ALVARADO AVENUE  
THERMAL, CA 92274

CANDELARIO FELIX  
SARA L. FELIX  
51761 LORENZA LANE  
COACHELLA, CA 92236

AMERICAN GENERAL FINANCE  
81106 HIGHWAY 111, SUITE 4D  
INDIO, CA 92201

INTEGRATED LENDER SERVICES  
2411 WEST LA PALMA AVENUE  
SUITE 350, BUILDING NO. 1  
ANAHEIM, CA 92801

FIRESIDE BANK  
5050 HOPYARD ROAD #200  
PLEASANTON, CA 94588

<p><b>1. Article Addressed to:</b></p> <p style="text-align: center;">AMERICAN GENERAL FINANCE 81106 HIGHWAY 111 SUITE 4D INDIO CA 92201</p>	<p><b>SENDER: COMPLETE THIS SECTION</b></p> <ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>
<p><b>2. Article Number</b> (Transfer from service label)</p> <p style="font-size: small;">PS Form 3811, February 2004</p>	<p><b>COMPLETE THIS SECTION ON DELIVERY</b></p> <p><b>A. Signature</b> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p><b>B. Received by (Printed Name)</b> Bogardina Castro</p> <p><b>C. Date of Delivery</b></p> <p><b>D. Is delivery address different from item 1?</b> If YES, enter delivery address below: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p><b>3. Service Type</b></p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	<p><b>4. Restricted Delivery? (Extra Fee)</b> <input type="checkbox"/> Yes</p>

<p><b>SENDER: COMPLETE THIS SECTION</b></p> <ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul> <p><b>1. Article Addressed to:</b></p> <p style="text-align: center;">INTEGRATED LENDER SERVICES 2411 WEST LA PALMA AVENUE SUITE 350 BUILDING NO 1 ANAHEIM CA 92801</p>	<p><b>COMPLETE THIS SECTION ON DELIVERY</b></p> <p><b>A. Signature</b> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p><b>B. Received by (Printed Name)</b> Self</p> <p><b>C. Date of Delivery</b> 6/11</p> <p><b>D. Is delivery address different from item 1?</b> If YES, enter delivery address below: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p><b>2. Article Number</b> (Transfer from service label)</p> <p style="font-size: small;">PS Form 3811, February 2004</p>	<p><b>3. Service Type</b></p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p><b>4. Restricted Delivery? (Extra Fee)</b> <input type="checkbox"/> Yes</p>

C/09-12615 (FELIX) ART 5

7009 3410 0000 1318 4128

EXHIBIT NO. 26



# Track & Confirm

## Search Results

Label/Receipt Number: **7009 3410 0000 1318 4135**  
Service(s): **Certified Mail™**  
Status: **Delivered**

Your item was delivered at 5:30 AM on June 14, 2010 in PLEASANTON, CA 94566.

### Detailed Results:

- **Delivered, June 14, 2010, 5:30 am, PLEASANTON, CA 94566**
- **Arrival at Unit, June 12, 2010, 6:52 am, PLEASANTON, CA 94566**

### Notification Options

#### Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. [Go >](#)

### Track & Confirm

Enter Label/Receipt Number.

[Go >](#)

7009 3410 0000 1318 4135

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ .41	MAILED 6/10/10  Postmark Here
Certified Fee	2.80	
Return Receipt Fee (Endorsement Required)	2.30	
Restricted Delivery Fee (Endorsement Required)		
<b>Total Postage &amp; Fees</b>	<b>\$ 5.51</b>	

Sent  
 Street or PO Box: FIRESIDE BANK  
 City: 5050 HOPYARD ROAD #200  
 PLEASANTON CA 94588

PS Form 3800, August 2006 See Reverse for Instructions

EXHIBIT NO.         G<sup>3</sup>



## Track & Confirm

### Search Results

Label/Receipt Number: **7009 3410 0000 1318 4142**  
Service(s): **Certified Mail™**  
Status: **Delivered**

Your item was delivered at 2:09 PM on June 15, 2010 in RIVERSIDE, CA 92501.

#### Track & Confirm

Enter Label/Receipt Number.

[Go >](#)

#### Detailed Results:

- **Delivered, June 15, 2010, 2:09 pm, RIVERSIDE, CA 92501**
- **Undeliverable as Addressed, June 11, 2010, 9:29 am, THERMAL, CA 92274**
- **Arrival at Unit, June 11, 2010, 8:30 am, THERMAL, CA 92274**

#### Notification Options

##### Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. [Go >](#)

7009 3410 0000 1318 4142

U.S. Postal Service™		
<b>CERTIFIED MAIL™ RECEIPT</b>		
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>		
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a> .		
<b>OFFICIAL USE</b>		
Postage	\$ 1.41	MAILED 6/10/10
Certified Fee	2.80	
Return Receipt Fee (Endorsement Required)	2.30	
Restricted Delivery Fee (Endorsement Required)		
<b>Total Postage &amp; Fees</b>	<b>\$ 5.54</b>	
Ser St or Cit	CANDELARIO FELIX SARA L FELIX 83170 ALVARADO AVENUE THERMAL CA 92274	
PS Form 3800, August 2006		See Reverse for Instructions

EXHIBIT NO.         

G<sup>4</sup>





# Track & Confirm

## Search Results

Label/Receipt Number: **7009 3410 0000 1318 4166**  
Service(s): **Certified Mail™**  
Status: **Notice Left**

We attempted to deliver your item at 1:32 PM on June 11, 2010 in COACHELLA, CA 92236 and a notice was left. You may pick up the item at the Post Office indicated on the notice, go to [www.usps.com/redelivery](http://www.usps.com/redelivery), or call 800-ASK-USPS to arrange for redelivery. If this item is unclaimed after 30 days then it will be returned to the sender. Information, if available, is updated periodically throughout the day. Please check again later.

### Detailed Results:

- **Notice Left, June 11, 2010, 1:32 pm, COACHELLA, CA 92236**
- **Arrival at Unit, June 11, 2010, 7:38 am, COACHELLA, CA 92236**

### Notification Options

#### Track & Confirm by email

Get current event information or updates for your item sent to you or others by email. [Go >](#)

### Track & Confirm

Enter Label/Receipt Number.

[Go >](#)

7009 3410 0000 1318 4166

U.S. Postal Service		
<b>CERTIFIED MAIL RECEIPT</b>		
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>		
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>		
<b>OFFICIAL USE</b>		
Postage	\$ .41	Mailed 6/10/10  Postmark Here
Certified Fee	2.80	
Return Receipt Fee (Endorsement Required)	2.30	
Restricted Delivery Fee (Endorsement Required)		
<b>Total Postage &amp; Fees</b>	<b>\$ 5.51</b>	
Sent To		
Street, A or PO Box	CANDELARIO FELIX	
City, State	SARA L FELIX	
	51761 LORENZA LANE	
	COACHELLA CA 92236	
PS Form 3800, August 2006 See Reverse for Instructions		

EXHIBIT NO. 95

1 **PROOF OF SERVICE**

2 Case No. CV 09-12615

3 STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

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

7 That on June 10, 2010, I served the following document(s):

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

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

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

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

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

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

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

23 EXECUTED ON June 10, 2010, at Riverside, California.

24   
25 \_\_\_\_\_  
26 BRENDA PEELER  
27  
28

EXHIBIT NO. 6



John Boyd  
DIRECTOR

Code Enforcement Department  
**County Of Riverside**  
Thousand Palms District Office  
31-290 Plantation Dr.  
Thousand Palms, Ca. 92276  
(760) 343-4150 – Fax (760) 343-4689

## AFFIDAVIT OF POSTING OF NOTICES

**Case No.: CV0912615**

**I, Rusty Hannah, hereby declare:**

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

County of Riverside  
Code Enforcement Department  
31-290 Plantation Dr.  
Thousand Palms, Ca. 92276

2. That on **June 14<sup>th</sup>, 2010** at approx. **1:30 pm**, I securely and conspicuously posted a:  
**Notice to correct county ordinance violations and abate public nuisance** at the property described as:

**Property Address: 83-170 Alvarado Ave. Thermal, Ca. 92274**

**Assessor's Parcel Number: 767-451-014**

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

Executed on **June 14<sup>th</sup>, 2010** at Thousand Palms, California.

**CODE ENFORCEMENT DEPARTMENT**

By:   
**Rusty Hannah, Code Enforcement Officer**