

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

125B



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

**SUBMITTAL DATE:**  
July 29, 2010

**SUBJECT:** Abatement of Public Nuisance [Excess Outside Storage & Accumulation of Rubbish]  
Case No.: CV 09-00931; CORTES  
Subject Property: 20131 Walnut Street, Perris; APN: 349-050-053  
District Five

Departmental Concurrence

**RECOMMENDED MOTION:** Move that:

1. The excess outside storage of materials and accumulation of rubbish on the real property located at 20131 Walnut Street, Perris, Riverside County, California, APN: 349-050-053 be declared a public nuisance and a violation of Riverside County Ordinance Nos. 348 and 541 (Riverside County Code Chapters 17.16 and 8.120).
2. Miguel A. Cortes, the owner of the subject real property, be directed to abate the excess outside storage and accumulation of rubbish on the property by removing the same from the real property within ninety (90) days.

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

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

APPROVE

BY: *[Signature]*  
Tina Grande

County Executive Office Signature

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

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: August 10, 2010  
 xc: Co. Co., CED(2), Prop. Owner, Sheriff

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

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

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

9.8

3. If the owner of the real property does not take the above described action within ninety (90) days of the date of the Board's Order to Abate, that representatives of the Code Enforcement Department, Sheriff's Department, and/or a contractor, upon consent or receipt of a Court Order authorizing entry onto the real property when necessary under applicable law, shall abate the excess outside storage and accumulation of rubbish by removing and disposing of the same from the real property.
4. The reasonable costs of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Riverside County Ordinance No. 725.
5. County Counsel be directed to prepare the necessary Findings of Fact and Conclusions that the excess outside storage of materials and accumulation of rubbish on the real property is declared to be in violation of Riverside County Ordinance Nos. 348 and 541, and a public nuisance, and further, to prepare an Order to Abate for approval by the Board.

**JUSTIFICATION:**

1. An initial inspection was made of the subject property by the Code Enforcement Officer on October 5, 2009.
2. The inspection revealed the excess outside storage of materials and an accumulation of rubbish on the subject property in violation of Riverside County Ordinance Nos. 348 and 541. The items included but were not limited to: scrap wood, green waste, concrete blocks, wood and metal.
3. Subsequent follow up inspections of the above-described real property on February 22, 2010, April 22, 2010 and June 18, 2010, revealed that the property continued to be in violation of Riverside County Ordinance Nos. 348 and 541.
4. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for the removal of excess outside storage and accumulated rubbish.

**BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE**

1  
2  
3 IN RE ABATEMENT OF PUBLIC NUISANCE ) CASE NO. CV 09-00931  
4 [EXCESS OUTSIDE STORAGE AND )  
5 ACCUMULATED RUBBISH] APN: 349-050-053, ) DECLARATION OF OFFICER  
6 20131 WALNUT STREET, PERRIS, COUNTY ) RICHARD ARRIOLA  
7 OF RIVERSIDE, STATE OF CALIFORNIA; )  
8 MIGUEL A. CORTES, OWNER. ) [R.C.O. NO. 348, R.C.C. Chapter 17,  
9 ) R.C.O. NO. 541, R.C.C. Chapter  
10 ) 8.120],  
11 )  
12 )

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

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

19 2. On October 5, 2009, I conducted an initial inspection of the real property described as  
20 20131 Walnut Street, Perris, Riverside County, California and further described as Assessor's Parcel  
21 Number 349-050-053 (hereinafter referred to as "THE PROPERTY"). A true and correct copy of a  
22 Thomas Brothers map indicating the location of THE PROPERTY is attached hereto as Exhibit "A."

23 3. A review of County records and documents disclosed that THE PROPERTY is owned by  
24 Miguel A. Cortes (hereinafter referred to as "OWNER"). A certified copy of the County Equalized  
25 Assessment Roll for the year 2009-2010 and a copy of the report generated from the County Geographic  
26 Information System ("GIS") is attached hereto and incorporated herein by reference as Exhibit "B."  
27 THE PROPERTY is located within the R-R (Rural Residential) zone classification. This zone  
28 classification allows outside storage on an improved parcel with the amount of storage to be one  
hundred (100) square feet for properties that are one-half to one acre in size. THE PROPERTY is  
approximately .82 acres.

4. Based upon the Lot Book Reports issued by RZ Title Service on October 13, 2009 and  
updated on May 4, 2010, it is determined that other parties may potentially hold a legal interest in THE  
PROPERTY, to wit: WCM Financial Services, Fidelity National Title Company, Centex Home  
Equity Company, LLC and TMS Mortgage Inc. dba The Money Store (hereinafter collectively referred

1 to as "INTERESTED PARTIES"). True and correct copies of the Lot Book Report are attached hereto  
2 as Exhibit "C" and are incorporated herein by reference.

3 5. On October 5, 2009, I drove to THE PROPERTY to conduct an inspection. From the  
4 road right of way, I observed excess outside storage and accumulated rubbish on THE PROPERTY.  
5 Using the fence posts as a guide, I measured the areas and determined the amount of outside storage of  
6 materials and accumulated rubbish to be one thousand six hundred eighty (1,680) square feet. The  
7 outside storage of materials and accumulated rubbish were intermingled and consisted of but was not  
8 limited to: scrap wood, green waste, concrete blocks, wood and metal.

9 6. As a result of the excess outside storage of materials and accumulated rubbish, THE  
10 PROPERTY constituted a public nuisance in violation of the provisions set forth in Riverside County  
11 Ordinance ("RCO") No. 348 as codified in Riverside County Code ("RCC") Chapter 17.16 and RCO  
12 No. 541, as codified in RCC Chapter 8.120.

13 7. On October 5, 2009, Notices of Violation for the excess outside storage of materials and  
14 accumulated rubbish were posted on THE PROPERTY.

15 8. On January 5, 2010 and March 4, 2010, Notices of Violation were mailed to OWNER  
16 and INTERESTED PARTIES by certified mail, return receipt requested.

17 9. On February 22, 2010, I conducted a follow-up inspection. I made contact with Mrs.  
18 Flores at THE PROPERTY. From the road right of way, I observed that there had been some clean up  
19 on the north side of the property and it appeared that the storage had been moved to the rear of THE  
20 PROPERTY. The parcel remained in violation of RCO 348 (RCC Chapter 17.16) and 541 (RCC  
21 Chapter 8.120).

22 10. On April 22, 2010, I conducted a follow-up inspection of THE PROPERTY which  
23 revealed the excess outside storage and accumulated rubbish remained.

24 11. A site plan and photographs depicting the condition of THE PROPERTY during the  
25 above referenced inspections are attached hereto as Exhibit "D" and are incorporated herein by  
26 reference.

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



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

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

7 15. A Notice of Non-Compliance was recorded in the Office of the County Recorder, County  
8 of Riverside, State of California, on January 21, 2010, as Instrument Number 2010-0025168, a true and  
9 correct copy of which is attached hereto and incorporated herein by reference as Exhibit "F".

10 16. On June 18, 2010, I conducted a follow-up inspection on THE PROPERTY that revealed  
11 the excess outside storage and accumulated rubbish remained on THE PROPERTY in violation of RCO  
12 348 (RCC Chapter 17.16) and 541 (RCC Chapter 8.120).

13 17. On June 17, 2010, the second notice – "Notice to Correct County Ordinance Violations  
14 and Abate Public Nuisance" providing notification of the Board of Supervisors' hearing scheduled for  
15 August 10, 2010, as required by Riverside County Ordinance No. 725, was mailed to OWNER and  
16 INTERESTED PARTIES by certified mail, return receipt requested and on June 18, 2010, was posted  
17 on THE PROPERTY. True and correct copies of the notice, returned receipt cards, together with the  
18 proof of service, and the affidavit of posting of notices are attached hereto as Exhibit "G" and  
19 incorporated herein by reference.

20 18. The removal of all outside storage of materials and the removal of accumulated rubbish  
21 currently on THE PROPERTY is required to bring THE PROPERTY into compliance with Riverside  
22 County Ordinance Nos. 348, 541 and the Health and Safety Code. Given the size of the parcel and the  
23 zoning classification, one hundred (100) square feet of outside storage is allowed on THE PROPERTY  
24 under RCO No. 348. Under RCO No. 541, no amount of rubbish is allowed to be accumulated on THE  
25 PROPERTY.

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

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

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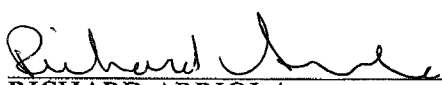
(b) the OWNER or whoever have possession or control of THE PROPERTY be required to remove all outside storage of materials in excess of one hundred (100) square feet and all accumulated rubbish on THE PROPERTY in accordance with the provisions of RCO Nos. 348 and 541.

(c) that if the materials and rubbish are not removed and disposed of in strict accordance with all Riverside County Ordinances, including but not limited to Riverside County Ordinance Nos. 348 and 541, within ninety (90) days of the date of the Order to Abate Nuisance, the outside storage of materials and accumulated rubbish shall be abated and disposed of 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 when necessary under applicable law.

(d) that 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. 348 and 725.

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

Executed this 21<sup>st</sup> day of JUNE, 2010 at Riverside, California.

  
\_\_\_\_\_  
RICHARD ARRIOLA  
Code Enforcement Officer  
Code Enforcement Department

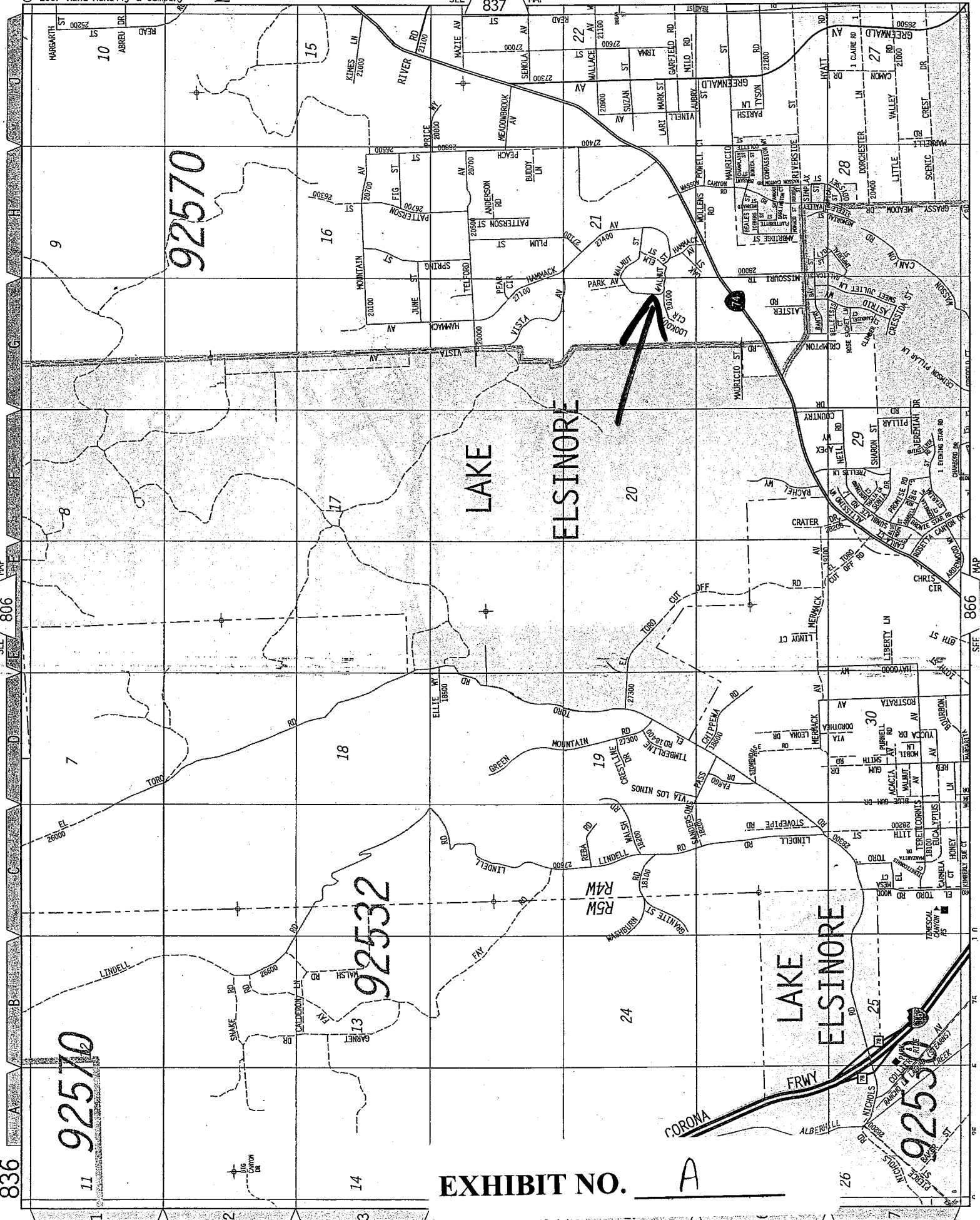


EXHIBIT NO.         

A

92570

92570

92532

92530

LAKE  
ELSINORE

LAKE  
ELSINORE

CORONA

FRWY

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R5W  
R4W

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Big Canyon Dr



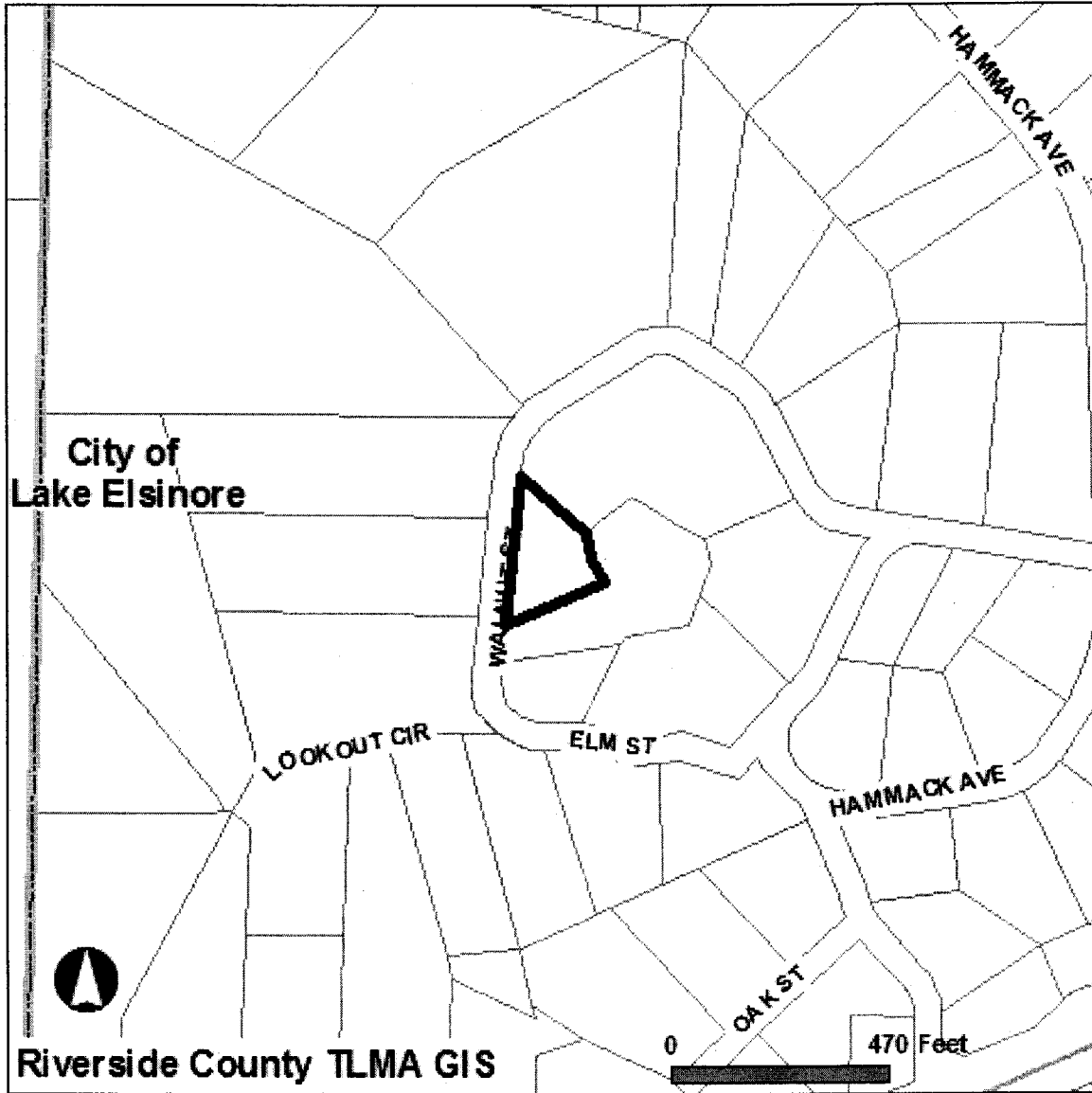
Assessment Roll For the 2009-2010 Tax Year as of January 1,2009

Assessment #349050053-1		Parcel # 349050053-1	
<b>Assessee:</b>	CORTES MIGUEL A	<b>Land</b>	45,884
<b>Mail Address:</b>	20131 WALNUT ST PERRIS CA 92570	<b>Structure</b>	83,397
<b>Real Property Use Code:</b>	R1	<b>Full Value</b>	129,281
<b>Base Year</b>	2003	<b>Total Net</b>	129,281
<b>Conveyance Number:</b>	0957579		
<b>Conveyance (mm/yy):</b>	11/2005		
<b>PUI:</b>	R010012		
<b>TRA:</b>	65-037		
<b>Taxability Code:</b>	0-00		
<b>ID Data:</b>	Lot 2 RS 036/076		
<b>Situs Address:</b>	20131 WALNUT ST PERRIS CA 92570		

**View Parcel Map**

**EXHIBIT NO.**     B

RIVERSIDE COUNTY GIS



Selected parcel(s):  
349-050-053

**\*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**

349-050-053-1

**OWNER NAME / ADDRESS**

MIGUEL A CORTES  
20131 WALNUT ST  
PERRIS, CA. 92570

**MAILING ADDRESS**

(SEE OWNER)  
20131 WALNUT ST  
PERRIS CA.. 92570

EXHIBIT NO.     B<sup>2</sup>

**LEGAL DESCRIPTION**

RECORDED BOOK/PAGE: RS 36/76  
SUBDIVISION NAME: NOT AVAILABLE  
LOT/PARCEL: 2, BLOCK: NOT AVAILABLE  
TRACT NUMBER: NOT AVAILABLE

**LOT SIZE**

RECORDED LOT SIZE IS 0.82 ACRES

**PROPERTY CHARACTERISTICS**

WOOD FRAME, 1116 SQFT., 2 BDRM/ 1 BATH, 0 STORY, CONST'D 1962 COMPOSITION, ROOF

**THOMAS BROS. MAPS PAGE/GRID**

PAGE: 836 GRID: G5

**CITY BOUNDARY/SPHERE**

NOT WITHIN A CITY  
NOT WITHIN A CITY SPHERE  
NO ANNEXATION DATE AVAILABLE  
NO LAFCO CASE # AVAILABLE  
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)**

MARION ASHLEY, DISTRICT 5

**TOWNSHIP/RANGE**

T5SR4W SEC 21

**ELEVATION RANGE**

1760/1808 FEET

**PREVIOUS APN**

349-050-015

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**PLANNING**

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**LAND USE DESIGNATIONS**

Zoning not consistent with the General Plan.  
RM

**AREA PLAN (RCIP)**

ELSINORE

**GENERAL PLAN POLICY OVERLAYS**

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

**GENERAL PLAN POLICY AREAS**

NONE

**ZONING CLASSIFICATIONS (ORD. 348)**

R-R

**ZONING DISTRICTS AND ZONING AREAS**

MEADOWBROOK AREA

**ZONING OVERLAYS**

NOT IN A ZONING OVERLAY

**SPECIFIC PLANS**

NOT WITHIN A SPECIFIC PLAN

**AGRICULTURAL PRESERVE**

NOT IN AN AGRICULTURAL PRESERVE

**REDEVELOPMENT AREAS**

NOT IN A REDEVELOPMENT AREA

**AIRPORT INFLUENCE AREAS**

NOT IN AN AIRPORT INFLUENCE AREA

**AIRPORT COMPATIBILITY ZONES**  
NOT IN AN AIRPORT COMPATIBILITY ZONE

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***ENVIRONMENTAL***

---

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

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

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

**WRMSHCP CELL NUMBER**  
NOT IN A CELL

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

**VEGETATION (2005)**  
Developed/Disturbed Land

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***FIRE***

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

**FIRE RESPONSIBILITY AREA**  
STATE RESPONSIBILITY AREA

---

***DEVELOPMENT FEES***

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

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

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

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

**WESTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 824)**  
IN OR PARTIALLY WITHIN A TUMF FEE AREA. SEE MAP FOR MORE INFORMATION. SOUTHWEST

**DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)**  
ELSINORE

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

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

---

***TRANSPORTATION***

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

**ROAD BOOK PAGE**  
65

**TRANSPORTATION AGREEMENTS**  
NOT IN A TRANSPORTATION AGREEMENT

**CETAP (COMMUNITY AND ENVIRONMENTAL TRANSPORTATION ACCEPTABILITY PROCESS) CORRIDORS**

NOT IN A CETAP CORRIDOR.

**HYDROLOGY**

**FLOOD PLAIN REVIEW**

NOT REQUIRED.

**WATER DISTRICT**

WMWD

**FLOOD CONTROL DISTRICT**

RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

**WATERSHED**

SANTA ANA RIVER

**GEOLOGIC**

**FAULT ZONE**

NOT IN A FAULT ZONE

**FAULTS**

NOT WITHIN A 1/2 MILE OF A FAULT

**LIQUEFACTION POTENTIAL**

NO POTENTIAL FOR LIQUEFACTION EXISTS

**SUBSIDENCE**

NOT IN A SUBSIDENCE AREA

**PALEONTOLOGICAL SENSITIVITY**

UNDETERMINED POTENTIAL.

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

**MISCELLANEOUS**

**SCHOOL DISTRICT**

LAKE ELSINORE UNIFIED

**COMMUNITIES**

MEADOWBROOK

**COUNTY SERVICE AREA**

IN OR PARTIALLY WITHIN  
MEADOWBROOK #41 -  
ROAD MAINTAINANCE

**LIGHTING (ORD. 655)**

ZONE B, 35.63 MILES FROM MT. PALOMAR OBSERVATORY

**2000 CENSUS TRACT**

042902

**FARMLAND**

OTHER LANDS

**TAX RATE AREAS**

065-037

- COUNTY FREE LIBRARY
- COUNTY SERVICE AREA 41 \*
- COUNTY STRUCTURE FIRE PROTECTION
- COUNTY WASTE RESOURCE MGMT DIST
- CSA 152
- ELS MURRIETA ANZA RESOURCE CONS
- ELSINORE AREA ELEM SCHOOL FUND
- ELSINORE VAL MUN WTR IMP DIST 1
- ELSINORE VALLEY CEMETERY
- ELSINORE VALLEY MUNICIPAL WATER
- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZONE 3



- GENERAL
- GENERAL PURPOSE
- LAKE ELSINORE UNIF IMP NO 96-1
- LAKE ELSINORE UNIFIED
- METRO WATER WEST 1302999
- MT SAN JACINTO JUNIOR COLLEGE
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- WESTERN MUN WATER 1ST FRINGE

**SPECIAL NOTES**

NO SPECIAL NOTES

**CODE COMPLAINTS**

Case #	Description	Start Date
CV0900931	NEIGHBORHOOD ENFORCEMENT	Feb. 4, 2009

REPORT PRINTED ON...Thu Jun 03 15:08:12 2010  
Version 100412



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

## Updated Lot Book

**Customer:**

RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT

4080 Lemon Street  
 Riverside CA 92501

Attn: Brent Steele  
 Reference: CV09-00931/ Richard Arriola  
 IN RE: CORTES, MIGUEL A.

Property Address: 20131 Walnut Street  
 Perris CA 92570

Order Number: **21504**

Order Date: 5/4/2010  
 Dated as of: 4/29/2010

County Name: Riverside

FEE(s):  
 Report: \$57.00

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

All exceptions are as follows:

Assessor's Parcel No. : 349-050-053-1

Assessments:	Land Value:	\$45,884.00
	Improvement Value:	\$83,397.00
	Exemption Value:	\$0.00
	Total Value:	\$129,281.00

Property Taxes for the Fiscal Year	2009-2010
Total Annual Tax	\$1,358.28
Status: Paid through	PAID (PAID THRU 06/30/2010)

Notice of Non-Compliance filed by	County of Riverside Code Enforcement Department
In the matter of the property of	Miguel A. Cortes
Case No.	CV09-00931
Recorded	01/21/2010
Document No.	2010-0025168

Abstract of Support Judgment Filed in the	Superior Court of California, County of Riverside - Family Law Court
---	--



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

Order Number: 21504

Reference: CV09-00931/ Rich

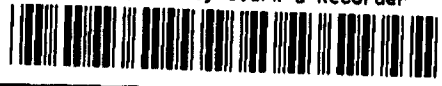
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Case No.	RIK011714
Recorded	03/09/2010
Document No.	2010-0106851
Debtor	Miguel Angel Cortez
Creditor	Riverside County Department of Child Support Services

NO OTHER EXCEPTIONS

When recorded please mail to:  
 Riverside County Code Enforcement Department  
 (District 5 Office)  
 24318 Hemlock Avenue, Suite C-1  
 Moreno Valley, CA 92557  
 Mail Stop No. 5002

DOC # 2010-0025168  
 01/21/2010 08:00A Fee:NC  
 Page 1 of 1  
 Recorded in Official Records  
 County of Riverside  
 Larry U. Ward  
 Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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**NOTICE OF NONCOMPLIANCE**

In the matter of the Property of  
 Miguel A. Cortes

Case No.: CV09-00931

**M**  
026

**NOTICE IS HEREBY GIVEN** to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 541, (RCC Title 8.120.010) described as Accumulated Rubbish & Riverside County Ordinance No. 348, (RCC Title 17.16.010) described as Excessive outside storage. Such Proceedings are based upon the noncompliance of such real property, located at 20131 Walnut Street, Perris, CA, and more particularly described as Assessor's Parcel Number 349-050-053 and having a legal description of .82 ACRES M/L IN PAR 2 RS 036/076, Records of Riverside County, with the requirements of Ordinance No. 541 & 348 (RCC Title 8.120.010 & 17.16.010).

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, 24318 Hemlock Avenue, Suite C-1, Moreno Valley, California 92557, Attention Code Enforcement Officer Richard Arriola 951-485-5840.

**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  
 CODE ENFORCEMENT DEPARTMENT

By Mary Overholt  
 Mary Overholt  
 Code Enforcement Department

**ACKNOWLEDGMENT**

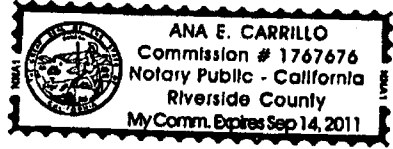
State of California )  
 County of Riverside )

On 01/12/10 before me, Ana E. Carrillo, Notary Public, personally appeared Mary Overholt, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Ana E. Carrillo  
 Commission # 1767676      Comm. Expires Sep. 14, 2011



Public Record

DOC # 2010-0106851

03/09/2010 08:00A Fee:NC

Page 1 of 2

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



**RECORDING REQUESTED BY**

RIVERSIDE COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES

COUNTY CODE: 0606500

**WHEN RECORDED MAIL TO**

RIVERSIDE COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES

2041 IOWA AVE

RIVERSIDE CA 92507-2414



039

**DOCUMENT TITLE**

**NOTICE OF SUPPORT JUDGMENT**

NOTICE OF SUPPORT JUDGMENT  
DCSS 0239 (08/01/05)

**ABSTRACT OF SUPPORT JUDGMENT**  
(Code of Civil Procedure, §§474, 697.320, 700.190, Family Code § 4508)

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY  
DEPARTMENT OF CHILD SUPPORT SERVICE  
Page 1 of 2

R1ENFCSS

Public Record

<b>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address):</b> <input checked="" type="checkbox"/> Recording requested by and return to: JAMES P. FULLMER, CHIEF DEPUTY CHLD SUPPORT ATT RIVERSIDE COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES 2041 IOWA AVE RIVERSIDE CA 92507-2414 200000000331330 TELEPHONE NO.:(866) 901-3212 <input type="checkbox"/> ATTORNEY FOR <input checked="" type="checkbox"/> JUDGMENT CREDITOR <input type="checkbox"/> ASSIGNEE OF RECORD	<b>FOR RECORDER'S USE ONLY</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE</b> STREET ADDRESS: 4175 MAIN ST MAILING ADDRESS: PO BOX 431 CITY AND ZIP CODE: RIVERSIDE 92502-0431 BRANCH NAME: FAMILY LAW COURT	
PETITIONER/PLAINTIFF: COUNTY OF RIVERSIDE RESPONDENT/DEFENDANT: MIGUEL ANGEL CORTEZ	
<b>ABSTRACT OF SUPPORT JUDGMENT</b>	
CASE NUMBER: RIK011714	

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

a. Judgment debtor's

Name and last known address

MIGUEL ANGEL CORTEZ  
28390 BLACK OAK ST  
MORENO VALLEY CA 92555-5203

b. Driver's license No. and state: D4536194 CALIFORNIA  unknown

c. Social Security number: XXX-XX-8204  unknown

d. Birthdate: 02/21/1985  unknown

Date: 03/01/2010

JAMES P. FULLMER  
(TYPE OR PRINT NAME)

**FOR COURT USE ONLY**

(This document is a notice under Family Code Section 4506. Court stamp not required.)

Any electronic signature affixed below has been officially adopted by the requesting governmental agency.

  
 (SIGNATURE OF APPLICANT OR ATTORNEY)

<p>2. I CERTIFY that the judgment entered in this action contains an order for payment of spousal, family, or child support.</p> <p>3. Judgment creditor (name): RIVERSIDE County Department of Child Support Services whose address appears on this form above the court's name.</p> <p>4. <input checked="" type="checkbox"/> The support is ordered to be paid to the following county officer (name and address): RIVERSIDE County Department of Child Support Services PO BOX 989067 WEST SACRAMENTO CA 95798-9067</p>	<p>5. Judgment debtor (full name as it appears in judgment): MIGUEL ANGEL CORTEZ</p> <p>6. a. A judgment was entered on (date): 01/28/2010 b. Renewal was entered on (date): c. Renewal was entered on (date):</p> <p>7. <input type="checkbox"/> An execution lien is endorsed on the judgment as follows: a. Amount: \$ b. In favor of (name and address):</p> <p>8. A stay of enforcement has a. <input checked="" type="checkbox"/> not been ordered by the court. b. <input type="checkbox"/> been ordered by the court effective until (date):</p> <p>9. <input type="checkbox"/> This is an installment judgment.</p>
<div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>[Seal]</p> <p>This document is a notice under Family Code Section 4506. No court seal required.</p> </div> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin-top: 10px;"> <p>This abstract issued on (date): No date required under FC § 4506</p> </div>	<p>This document is a notice under Family Code section 4506.</p> <p>Clerk, by _____, Deputy</p>



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

## Lot Book Report

Order Number: **20213**

**Customer:**

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

Order Date: 10/9/2009

Dated as of: 10/13/2009

County Name: Riverside

Attn: Brent Steele  
Reference: CV09-00931/Richard Arriola  
IN RE: CORTES, MIGUEL A.

FEE(s):  
Report: \$114.00

Property Address: 20131 Walnut Street  
Perris CA 92570

Assessor's Parcel No. : 349-050-053-1

**Assessments:**

Land Value:	\$45,884.00
Improvement Value:	\$83,397.00
Exemption Value:	\$0.00
Total Value:	\$129,281.00

## Tax Information

Property Taxes for the Fiscal Year	2009-2010
First Installment	\$679.14
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 12/10/2009)
Second Installment	\$679.14
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2010)



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

Order Number: 20213

Reference: CV09-00931/Rich

## Property Vesting

The last recorded documents transferring title of said property

Dated	01/28/2002
Recorded	02/15/2002
Document No.	2002-083353
D.T.T.	\$124.30
Grantor	Nancy E. Gruttman-Tyler, a married woman as her sole and separate property
Grantee	Miguel Cortes, a single man
Dated	11/10/2005
Recorded	11/17/2005
Document No.	2005-0957579
D.T.T.	\$0.00
Grantor	Miguel Cortes, a single man
Grantee	Miguel A. Cortes, an unmarried man
Property Now Vested as	Miguel A. Cortes, an unmarried man

## Deeds of Trust

Position No.	1st
A Deed of Trust Dated	12/21/1995
Recorded	04/15/1996
Document No.	133682
Amount	\$55,000.00
Trustor	Edith B. Gruttman, a widow, one third interest, William D. Gruttman and Nanc E. Gruttman, brother and sister, one third each interest, all as joint tenants
Trustee	Princeton Escrow Co., a California Corporation
Beneficiary	TMS Mortgage Inc., dba The Money Store
Position No.	2nd
A Deed of Trust Dated	02/07/2002





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

Order Number: 20213

Reference: CV09-00931/Rich

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Recorded	03/08/2002
Document No.	2002-121642
Amount	\$10,000.00
Trustor	Miguel Angel Cortes, an unmarried man
Trustee	None Shown
Beneficiary	WCM Financial Services, a Sole Proprietorship
Position No.	3rd
A Deed of Trust Dated	06/30/2006
Recorded	07/10/2006
Document No.	2006-0501898
Amount	\$325,140.00
Trustor	Miguel A. Cortes, an unmarried man
Trustee	Fidelity National Title Company
Beneficiary	Centex Home Equity Company, LLC a Limited Liability Company

### Additional Information

A Notice of State Tax Lien Recorded	05/08/2007
Document No.	2007-0307868
Amount	\$2,846.47
Account No.	2591
Certificate No.	07114566956
Debtor	Miki Cortez
Creditor: State of California,	Franchise Tax Board
Abstract of Judgment Filed in the	Superior Court of California, County of Riverside - Riverside Judicial District
Case No.	RIC500526
Recorded	10/23/2008
Document No.	2008-0568785
Amount	\$8,933.84
Debtor	Miguel A. Cortez
Creditor	Ford Motor Credit Company LLC



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

Order Number: 20213  
Reference: CV09-00931/Rich

A Bankruptcy filed by Michael Anthony Cortez  
Social Security Number(s) None Shown  
Date filed 10/26/2005  
Case No. MJ26379

A Bankruptcy filed by Miguel Cortes  
Social Security Number(s) None Shown  
Date filed 02/06/2008  
Case No. MJ11230

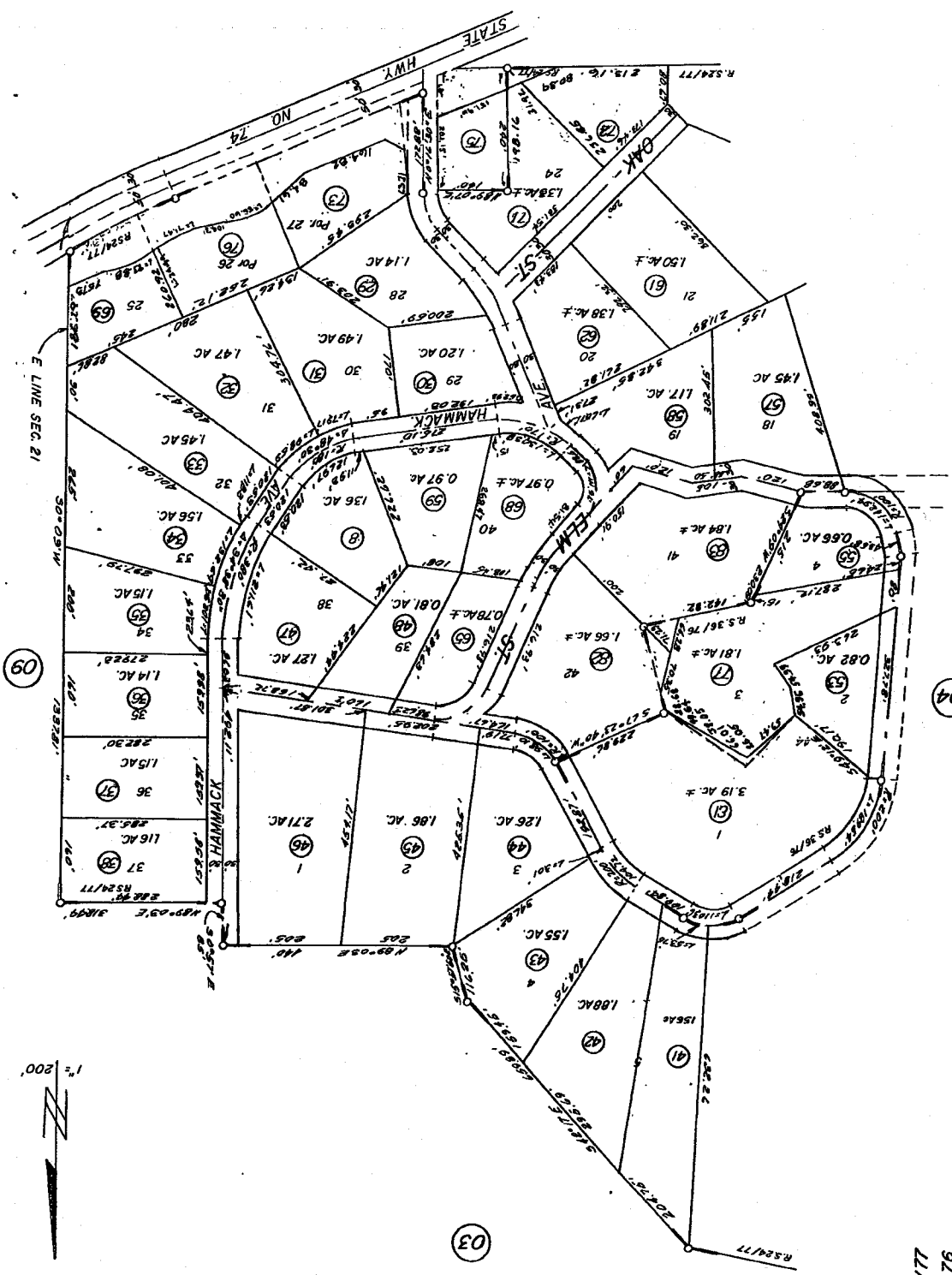
A Bankruptcy filed by Miguel Cortez  
Social Security Number(s) None Shown  
Date filed 03/09/2009  
Case No. 14150

### Legal Description

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

THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY SHOWN AS PARCEL 2 ON RECORD OF SURVEY ON FILE IN BOOK 36, PAGE 76, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY RECORDER.

POR. W.1/2 SEC.21, T.5S., R.4W.



ASSESSOR'S MAP BK 349 PG.05  
RIVERSIDE COUNTY, CALIF. P.5

R.S. 24/77  
R.S. 36/76  
JUNE, 1972

8/07	54	77.40
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DATE	OLD NO.	NEW NO.
11/80	14	52 ST.
"	15	53 ST.
"	16	54 ST.
"	17	55 ST.
"	18	56 ST.
"	19	57 ST.
"	20	58 ST.
11/89	9	60
5/79	21	61
"	22	62
"	23	63
"	24	64
9-02	25	65
"	26	66
"	27	67
"	28	68
"	29	69
"	30	70
"	31	71
"	32	72
12/03	70	73
3/04	28	74
12/04	74	75
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"	95	96
"	96	97
"	97	98
"	98	99
"	99	100

DATE	OLD NO.	NEW NO.
4/74	23	24
11/80	1	41 ST.
"	2	42 ST.
"	3	43 ST.
"	4	44 ST.
"	5	45 ST.
"	6	46 ST.
"	7	47 ST.
"	8	48 ST.
"	9	49 ST.
"	10	50 ST.
"	11	51 ST.
"	12	52 ST.
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"	43	83 ST.
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"	56	96 ST.
"	57	97 ST.
"	58	98 ST.
"	59	99 ST.
"	60	100 ST.

Orange Coast Title

Order No. R205748-15  
Escrow No. 03-1835-LT

WHEN RECORDED MAIL TO:

Miguel A. Cortes  
20131 Walnut Street  
Perris, CA 92570

Parcel No. 349-050-053-1

TRA-065

MAIL TAX STATEMENTS TO:

Addressee Above

DOC # 2002-083353

02/15/2002 08:00A Fee:20.00

Page 1 of 2 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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20

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MG

The undersigned grantor(s) declare(s):

**DOCUMENTARY TRANSFER TAX \$ 124.30**

- Computed on the consideration or value of property conveyed; OR
- Computed on the consideration or value less liens or encumbrances remaining at the time of sale.
- Unincorporated area: ( ) City of **Perris**
- Check when grantees are expressly declaring that the transfer of the property is to be community property with right of survivorship

**GRANT DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
Nancy E. Gruttman-Tyler, a married woman as her sole and separate property

hereby GRANTS to Miguel Cortes, a single man

the real property in the City of ~~Perris~~ <sup>ARCA</sup> County of Riverside, State of California, described as:

That portion of the Southeast <sup>WEST</sup> quarter of Section 21, Township 5 South Range 4 West, San Bernardino Base and Meridian, more particularly shown as Parcel 2 on Record of Survey on file in Book 36 Page 76 of Records of Survey, Riverside County Records.

Dated January 28, 2002

*Nancy E. Gruttman-Tyler*  
Nancy E. Gruttman-Tyler

STATE OF CALIFORNIA  
COUNTY OF ~~Riverside~~ <sup>ARCA</sup> S.S.

On Jan 28, 2002, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Nancy E. Gruttman-Tyler 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 *Lorri Travis*



MAIL TAX STATEMENTS AS DIRECTED ABOVE

Public Record

R-205748-15

## Exhibit "A"

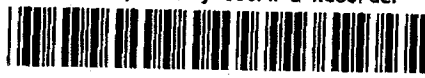
That portion of the Southwest quarter of section 21, Township 5 South, Range 4 West, San Bernardino base and meridian, more particularly shown as Parcel 2 on record of survey on file in book 36, page(s) 76 of records of survey, Riverside County records.



2002-083353  
02/15/2002 08:08A  
2 of 2

DOC # 2005-0957579  
11/17/2005 08:00A Fee:36.00  
Page 1 of 4

Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



RECORDING REQUESTED BY:  
Fidelity National Title  
Escrow No. 17178032-TC  
Title Order No. 02521577

When Recorded Mail Document  
and Tax Statement To:  
MR. CORTES  
20131 WALNUT STREET  
PERRIS, CA. 92570

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.	
			4				11			
									4	
A	R	L				COPY	LONG	REFUND	NCHG	EXAM

APN: 349-050-053-1

GRANT DEED

NO CONSIDERATION

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$ 0 City Transfer Tax is \$

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

36 T LA

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, MIGUEL CORTES, A SINGLE MAN hereby GRANT(S) to MIGUEL A. CORTES, AN UNMARRIED MAN

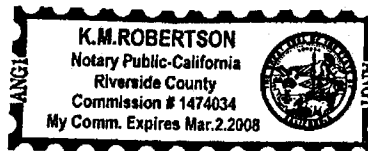
the following described real property in the City of ,  
County of Riverside, State of California:  
SEE EXHIBIT ONE ATTACHED HERETO AND MADE A PART HEREOF

DATED: November 10, 2005

STATE OF CALIFORNIA  
COUNTY OF Riverside  
ON November 10, 2005, before me,  
K.M. Robertson, personally appeared  
Miguel Cortes,

Miguel Cortes  
MIGUEL CORTES

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 [Signature]

MAIL TAX STATEMENTS AS DIRECTED ABOVE

**EXHIBIT "ONE"**

That Portion of the Southwest Quarter of Section 21, Township 5 South Range 4 West, San Bernardino Base and Meridian, in the County of Riverside, State of California, more particularly shown as Parcel 2 on Record of Survey on file in Book 36 Page 76 of Records of Survey, Riverside County Records.

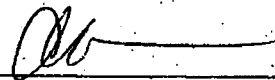
Assessor's Parcel No: 349-050-053-1

CERTIFICATION PURSUANT TO GOVERNMENT CODE SECTION 27361.7

San Diego  
PLACE OF EXECUTION

I certify under penalty of perjury that this material is a true copy of the original material contained in this document.

Date: 11/14/05



Signature of Declarant

Aurora Murley  
Type or Print Name



**RECORDING REQUESTED BY:**

Fidelity National Title  
Escrow No. 17178032-TC  
Title Order No. 02521577

**When Recorded Mail Document  
and Tax Statement To:**

MR. CORTES  
20131 WALNUT STREET  
PERRIS, CA. 92570

APN: 349-050-053-1

**GRANT DEED**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**The undersigned grantor(s) declare(s)**

**Documentary transfer tax is \$**                      **City Transfer Tax is \$**

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

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, MIGUEL CORTES, A SINGLE MAN**

**hereby GRANT(S) to MIGUEL A. CORTES, AN UNMARRIED MAN**

**the following described real property in the City of ,**

**County of Riverside, State of California:**

**SEE EXHIBIT ONE ATTACHED HERETO AND MADE A PART HEREOF**

DATED: November 10, 2005

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_ before me,  
\_\_\_\_\_ personally appeared

\_\_\_\_\_  
MIGUEL CORTES

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 \_\_\_\_\_

**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

FD-213 (Rev 7/96)

GRANT DEED

Public Record

133682

RECORDING REQUESTED BY  
FIDELITY NATIONAL TITLE

RECEIVED FOR RECORD  
AT 8:00 O'CLOCK

APR 15 1996

Recording Requested By and  
When Recorded Mail To:  
The Money Store/ Funding Dept.  
3464 El Camino Ave. Ste. 100 B  
Sacramento, CA 95821

Forwarded in Office Records  
of Riverside County, California  
Recorder  
Fees \$

028-010-0004790-5

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on December 21, 1995  
The trustor is Edith B. Gruttman, A Widow, One Third Interest, William D. Gruttman And  
Manc E. Gruttman, Bother And Sister, One Third Each Interest, All As Joint Tenants.

The trustee is Princeton Escrow Co., a California Corporation ("Borrower").

The beneficiary is TMS Mortgage Inc., dba The Money Store ("Trustee").

which is organized and existing under the laws of New Jersey  
and whose address is 3464 El Camino Avenue, Ste. 100 D  
Sacramento, CA 95821 ("Lender").

Borrower owes Lender the principal sum of Fifty-Five Thousand and 00/100

Dollars (U.S. \$ 55,000.00), together with interest. This debt is evidenced by Borrower's note 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 on January 1, 2011. 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 8 to protect the security of this Security Instrument; and (c) the performance of Borrower's  
covenants and agreements under this Security Instrument and the Note. For these purposes, Borrower irrevocably grants and  
conveys to Trustee, in trust, with power of sale, the following described property located in Riverside  
County, California:

That Portion Of The Southwest Quarter Of Section 21, Township 5 South, Range 4 West,  
San Bernardino Base And Meridian, More Particularly Shown As Parcel 2 On Record Of  
Survey On File In Book 36 Page 76 Of Records Of Survey, Riverside County Records.

CORRECTIVE DEED

being the same property commonly known as: 20131 Walnut Street, Perris, CA 92570  
("Property Address").

CALIFORNIA DEED OF TRUST (non original) - Record  
MO03-1CA Page 1 of 2

133682

4 15 96

THIS MICROFILM COPYRIGHTED  
1996 BY SECURITY UNION TITLE  
INSURANCE COMPANY,  
MICROFILMING DIVISION

RIVERSIDE

Accommodation Recording

11/18/1996

5. **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," flood and any other hazards as Lender may require, from time to time, and in such amount and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. If the Borrower fails to maintain the coverage described above, Lender may, at its option, obtain coverage to protect its rights in the Property in accordance with Paragraph 8. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument. If any insurance proceeds are made payable to Borrower, Borrower shall promptly pay such amounts to Lender, including, without limitation, the endorsement to Lender of any proceeds made by check or other draft.

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.

Unless Lender and Borrower otherwise agree in writing, 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 amounts 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.

The provisions of this Paragraph 5 concerning the payment, disbursement or application of insurance proceeds shall apply to any insurance proceeds covering the Property whether or not (i) Lender is a named insured, (ii) the policy contains a mortgage clause or (iii) Lender has required Borrower to maintain the insurance. Borrower authorizes and directs any insurer to list Lender as a loss payee on any payment of insurance proceeds upon Lender's notice to insurer of Lender's interest in the insurance proceeds.

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

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

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit nor permit waste, impairment or deterioration of the Property. Borrower shall not do anything affecting the Property that is in violation of any law, ordinance or government regulation applicable to a residential property, and Borrower shall comply with the provisions of any lease if this Security Instrument is on a leasehold. If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

Unless Lender and Borrower otherwise agree in writing, all awards, payments or judgments, including interest thereon, for any injury to or decrease in the value of the Property received by Borrower will be used to restore the Property or applied to the payment of sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. Unless Lender and Borrower otherwise agree in writing, 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 amounts of the payments. Borrower agrees that in the event an award, payment or judgment includes compensation for both injury or decrease in the value of the Property and compensation for any other injury or loss, the total amount of such award, payment or judgment shall be deemed compensation with respect to the Property and Borrower hereby consents to Lender's intervention into any proceedings regarding the Property.

7. **Loan Application Process.** Borrower shall be in default under this Security Instrument, if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information directly bearing on Lender's decision to extend credit to Borrower), in connection with the loan evidenced by the Note.

8. **Protection of Lender's Rights in the Property.** 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, forfeiture or to enforce laws or regulations), then Lender may do any

CALIFORNIA DEED OF TRUST 1996 original - Record  
M093-3CA

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MEMPHIS DIVISION

RIVERSIDE

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Security Instrument. All of the foregoing, together with such property (or the leasehold estate if this Security Instrument is on a leasehold) are called the "Property."

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness and all other charges evidenced by the Note.

2. **Funds for Taxes and Insurance.** If required by Lender, and subject to applicable law, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (e) yearly mortgage insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974, as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under Paragraph 18, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** All payments of principal and interest received by Lender shall be applied as provided in the Note. If Borrower owes Lender any late charges, or other fees or charges ("other charges"), they will be payable upon demand of Lender. Unless prohibited by law, the application of payments may be affected by the imposition of other charges. Therefore, payments of other charges, whether paid to Lender in addition to the monthly payment or separately, will be applied in a manner at the absolute discretion of the Lender. Borrower agrees that Lender may apply any payment received under Paragraphs 1 and 2, either first to amounts payable under Paragraph 1, or first to amounts payable under Paragraph 2.

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

CALIFORNIA DEED OF TRUST (REV) Original - Record  
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5. 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," flood and any other hazards as Lender may require, from time to time, and in such amount and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. If the Borrower fails to maintain the coverage described above, Lender may, at its option, obtain coverage to protect its rights in the Property in accordance with Paragraph 8. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument. If any insurance proceeds are made payable to Borrower, Borrower shall promptly pay such amounts to Lender, including, without limitation, the endorsement to Lender of any proceeds made by check or other draft.

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.

Unless Lender and Borrower otherwise agree in writing, 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 amounts 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.

The provisions of this Paragraph 5 concerning the payment, disbursement or application of insurance proceeds shall apply to any insurance proceeds covering the Property whether or not (i) Lender is a named insured, (ii) the policy contains a mortgage clause or (iii) Lender has required Borrower to maintain the insurance. Borrower authorizes and directs any insurer to list Lender as a loss payee on any payment of insurance proceeds upon Lender's notice to insurer of Lender's interest in the insurance proceeds.

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

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

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit nor permit waste, impairment or deterioration of the Property. Borrower shall not do anything affecting the Property that is in violation of any law, ordinance or government regulation applicable to a residential property, and Borrower shall comply with the provisions of any lease if this Security Instrument is on a leasehold. If this Security Instrument is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

Unless Lender and Borrower otherwise agree in writing, all awards, payments or judgments, including interest thereon, for any injury to or decrease in the value of the Property received by Borrower will be used to restore the Property or applied to the payment of sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. Unless Lender and Borrower otherwise agree in writing, 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 amounts of the payments. Borrower agrees that in the event an award, payment or judgment includes compensation for both injury or decrease in the value of the Property and compensation for any other injury or loss, the total amount of such award, payment or judgment shall be deemed compensation with respect to the Property and Borrower hereby consents to Lender's intervention into any proceedings regarding the Property.

7. Loan Application Process. Borrower shall be in default under this Security Instrument, if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information directly bearing on Lender's decision to extend credit to Borrower), in connection with the loan evidenced by the Note.

8. Protection of Lender's Rights in the Property. 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, forfeiture or to enforce laws or regulations), then Lender may do and

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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 and entering on the Property to make repairs or abate nuisances. Although Lender may take action under this Paragraph 8, Lender does not have to do so. The right of Lender to protect Lender's rights in the Property shall include the right to obtain at Borrower's expense, property inspections, credit reports, appraisals, opinions of value or other expert opinions or reports unless prohibited by law.

Any amounts disbursed by Lender under this Paragraph 8 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 demand of Lender.

9. **Mortgage Insurance.** 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.

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

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

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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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 fraction: (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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condempnor 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 the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, 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.

12. **Borrower Not Released; Forbearance By Lender Not a Waiver; Acceptance of Partial Payment.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or may 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 and Borrower's successors in interest. Any forbearance by Lender on one or more occasions in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver or preclude the later exercise of that or any other right or remedy.

Lender may accept partial payments from Borrower, without waiving or forbearing any of its rights under this Security Instrument or under the Note even if such payments are notated as a payment in full, or with a notation of similar meaning.

13. **Successors and Assigns Bound; Joint and Several Liability; Signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who signs this Security Instrument, but does not execute the Note: (a) is signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Security Instrument, (b) is not personally liable on the Note or under 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.

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

15. **Governing Law; Severability.** The state and local laws applicable to this Security Instrument shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Security Instrument. 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, and to this end the provisions of this Security Instrument and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

16. **Borrower's Copy.** Borrower shall be furnished a copy of the Note and of this Security Instrument at the time of execution or after recordation hereof.

17. **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 by Lender if exercise 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.

18. **Acceleration; Remedies.** Except as provided in Paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Security Instrument, including the covenants to pay when due any sums secured by this Security Instrument, Lender prior to acceleration shall give notice to Borrower as provided in Paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding or advertisement 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 or to assert in the judicial proceeding the nonexistence of a breach or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option may declare all of the sums secured by this Security Instrument to be immediately due and payable without further demand and may foreclose this Security Instrument by judicial proceeding or invoke the power of sale hereby granted and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of documentary evidence, abstracts and title reports, even if the breach is cured prior to the completion of any foreclosure.

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.

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WHEN RECORDED MAIL TO

WCM FINANCIAL SERVICES

2112 EAST 4TH STREET, SUITE 225

SANTA ANA, CALIFORNIA 92705

DOC # 2002-121642

03/08/2002 08:00A Fee:27.00

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Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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The terms of this Loan contain provisions which will require a Balloon Payment at Maturity.

**DEED OF TRUST**

**C LM**

THIS DEED OF TRUST is made this 7th day of FEBRUARY, 2002  
MIGUEL ANGEL CORTES, AN UNMARRIED MAN

, among the Trustor

(herein "Borrower"),

(herein "Trustee"),

and the Beneficiary, WCM FINANCIAL SERVICES, A SOLE PROPRIETORSHIP

a corporation organized and existing under the laws of CALIFORNIA

whose address is

2112 EAST 4TH STREET, SUITE 225, SANTA ANA, CALIFORNIA 92705  
(herein "Lender").

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

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, MORE PARTICULARLY SHOWN AS PARCEL 2 ON RECORD OF SURVEY ON FILE IN BOOK 36, PAGE(S) 76 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS.

which has the address of 20131 WALNUT STREET, PERRIS

[Street]

[City]

California 92570  
[Zip Code]

(herein "Property Address");

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

Form 3865

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Public Record

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

To SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated FEBRUARY 7, 2002 and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$ 10,000.00, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on MARCH 1, 2007; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

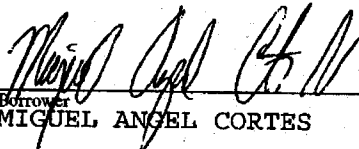
In accordance with Section 292b, Civil Code, request is hereby made that a copy of any notice of default and a copy of any notice of sale under the deed of trust (or mortgage) recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, records of \_\_\_\_\_ County, or filed for record with recorder's serial number \_\_\_\_\_ County, California, executed by

\_\_\_\_\_ as trustor (or mortgagor) in which  
is named as beneficiary (or mortgagee) and  
\_\_\_\_\_ as trustee

be mailed to  
at

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

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

  
Borrower  
MIGUEL ANGEL CORTES

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

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

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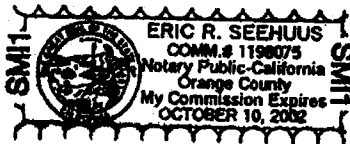
[Space Below This Line Reserved For Acknowledgement]

STATE OF CALIFORNIA  
COUNTY OF ORANGE )SS

On 2-11-02 before me, ERIC R. SEEHUUS  
NAME, TITLE OF OFFICER  
personally appeared MIGUEL ANGEL CORTES  
NAME(S) OF 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 official seal.

Signature of Notary

**REQUEST FOR RECONVEYANCE**

**TO TRUSTEE**

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

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

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

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Recording Requested By:  
**FIDELITY NATIONAL TITLE COMPANY**  
 2763 CAMINO DEL RIO SOUTH  
 SAN DIEGO, CALIFORNIA 92108  
 LEWISVILLE, TX 75067  
**CENTEX HOME EQUITY COMPANY, LLC**  
 350 HIGHLAND DR, 1ST FL, FINAL DOCS  
 LEWISVILLE, TX 75067



Prepared By:  
**Jennifer Estrada**  
 350 Highland Drive  
 Lewisville, TX 75067

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
	1		18	181					
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

*Jennifer Estrada*  
 287302053

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**DEED OF TRUST**

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CM

**DEFINITIONS**

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

- (A) "Security Instrument" means this document, which is dated **6/30/2006** together with all Riders to this document.
- (B) "Borrower" is

**MIGUEL A. CORTES** ~~A SINGLE MAN~~ **AN UNMARRIED MAN**

Borrower's address is **20131 WALNUT STREET**  
**PERRIS, CALIFORNIA 92570**

Borrower is the trustor under this Security Instrument.

- (C) "Lender" is **CENTEX HOME EQUITY COMPANY, LLC**  
 Lender is a **A LIMITED LIABILITY COMPANY**  
 organized and existing under the laws of **THE STATE OF DELAWARE**

**CALIFORNIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

**Form 3005 1/01**

-6(CA) (0207)

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Initials: *Mbc*

VMP MORTGAGE FORMS - (800)621-7291



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Lender's address is 2828 NORTH HARWOOD  
DALLAS, TX 75201-1516

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is  
FIDELITY NATIONAL TITLE COMPANY

(E) "Note" means the promissory note signed by Borrower and dated 6/30/2006

The Note states that Borrower owes Lender  
THREE HUNDRED TWENTY FIVE THOUSAND ONE HUNDRED FORTY & 00/100 Dollars

(U.S. \$ 325,140.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic  
Payments and to pay the debt in full not later than 8/01/2036

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**TRANSFER OF RIGHTS IN THE PROPERTY**

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

COUNTY of RIVERSIDE :  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, MORE PARTICULARLY SHOWN AS PARCEL 2 ON RECORD OF SURVEY ON FILE IN BOOK 36 PAGE 76 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS.

Parcel ID Number: 3490500531 which currently has the address of  
20131 WALNUT STREET [Street]  
PERRIS [City], California 92570 [Zip Code]  
("Property Address"):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10

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

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

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

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

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

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

the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage



Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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

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

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

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

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

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

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

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

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

any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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

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

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

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

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

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall

not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

287302053

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

Witnesses:

\_\_\_\_\_  \_\_\_\_\_ (Seal)  
MIGUEL A. CORTES -Borrower

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

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

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

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

287302053

State of California  
County of *Riverside*

} ss.

On *7/1/06*

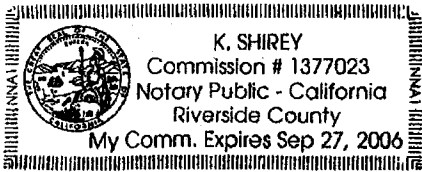
before me, *KShirey* Notary Public

personally appeared

MIGUEL A. CORTES

, 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.



*KShirey* (Seal)

287302053

## ADJUSTABLE RATE RIDER

(LIBOR 6 Month Index (As Published In The Wall Street Journal) - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 30th day of JUNE, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

CENTEX HOME EQUITY COMPANY, LLC

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

20131 WALNUT STREET  
PERRIS, CA 92570

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 8.160 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the 1st day of FEBRUARY, 2007, and on that day every 6TH month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first

Multistate Adjustable Rate Rider - LIBOR 6 Month Index  
Modified 838U (9705) / FNMA 3138 (6/94)  
CE838U1 (031098)

Page 1 of 3

Public Record



287302053

business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding **SIX AND 440/1000** percentage point(s) ( **6.440** %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than **9.660** % or less than **8.160** %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **ONE AND 500/1000** percentage point(s)

( **1.500** %) from the rate of interest I have been paying for the preceding **6** months. My interest rate will never be greater than **15.160** %.

**(E) Effective Date of Changes**

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

**(F) Notice of Changes**

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

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**  
Uniform Covenant 17 of the Security Instrument is amended to read as follows:

**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 by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by

Initials: \_\_\_\_\_  
Form 3138 6/94


287302053

Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is 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.

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

 MIGUEL A. CORTES	_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____	_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____	_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____	_____ (Seal) -Borrower	_____ (Seal) -Borrower

Recording Requested by

STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section  
PO BOX 2952  
Sacramento CA 95812-2952

DOC # 2007-0307868

05/08/2007 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry M. Ward

Assessor, County Clerk & Recorder



NOTICE OF STATE TAX LIEN

030



FILED WITH: RIVERSIDE

CERTIFICATE NUMBER: 07114566956

The Franchise Tax Board of the State of California hereby certifies that the following named taxpayer(s) is liable under parts 10 or 11 of Division 2 of the Revenue and Taxation Code to the State of California for amount due and required to be paid by said taxpayer as follows:

Name of Taxpayer(s) : MIKI CORTEZ

FTB Account Number : ████████2591

Social Security Number(s) : ████████-2591

Last Known Address : 79850 AVE TUJUNGA  
: LA QUINTA CA 92253-0000

For Taxable Years : 2005,2002

TAX	PENALTY	INTEREST	COLLECTION FEES	PAYMENTS	ADJUSTMENTS	* TOTAL
\$7,059.00	\$282.51	\$322.96	\$143.00	\$-844.24	\$-4,116.76	\$2,846.47

Further interest and fees will accrue at the rate prescribed by law until paid; that the Franchise Tax Board of the State of California complied with all of the provisions of parts 10 or 11 of Division 2 of the Revenue and Taxation Code of the State of California in computing, levying, determining and assessing the tax; the said amounts are due and payable and have not been paid. Said lien attaches to all property and rights to such property now owned or later acquired by the taxpayer.

IN WITNESS WHEREOF, the Franchise Tax Board of the State of California has duly authorized the undersigned to execute this Notice in its name.

DATED: 04/27/07

FRANCHISE TAX BOARD  
of the State of California

Collection Bureau  
Telephone Number: (916) 845-4350

By:

\*Additional interest is accruing at the rate prescribed by law.

Authorized facsimile signature.

FTB 2930 V1 ARCS (REV 03-2004)

Public Record

PLEASE COMPLETE THIS INFORMATION  
RECORDING IS REQUESTED BY:

FORD MOTOR CREDIT COMPANY LLC

AND WHEN RECORDED MAIL TO:

Harlan M. Reese & Associates  
Harlan M. Reese, Esq. (Bar #118226)  
9444 Waples Street, Ste. 405  
San Diego, CA 92121  
File #1062250

DOC # 2008-0568785  
10/23/2008 08:00A Fee:20.00  
Page 1 of 3  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



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*J* **M**  
031

**ABSTRACT OF JUDGMENT**  
Title of Document

THIS PAGE IS ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

SEP 02 2008

EJ-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number): 858-550-0389  
 Recording requested by and return to:  
**HARLAN M. REESE & ASSOCIATES, Harlan M. Reese, Esq. 118226**  
 9444 Waples St. Suite 405  
 San Diego, CA 92121 1062250

ATTORNEY FOR  JUDGMENT CREDITOR  ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

STREET ADDRESS: 4050 Main Street  
 MAILING ADDRESS: 4050 Main Street  
 CITY AND ZIP CODE: Riverside, CA 92501  
 BRANCH NAME: RIVERSIDE JUDICIAL DISTRICT

FOR RECORDER'S USE ONLY

PLAINTIFF: FORD MOTOR CREDIT COMPANY LLC  
 DEFENDANT: MIGUEL A CORTEZ, Et al.

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

CASE NUMBER: RIC500526

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  
 MIGUEL A CORTEZ  
 3206 DOYLE ST  
 RIVERSIDE CA 92504

b. Driver's license No. [last 4 digits] and state: 2559-CA  
 c. Social security No. [last 4 digits]: 9696  
 d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): MIGUEL A CORTEZ  
 3206 DOYLE ST  
 RIVERSIDE CA 92504

Unknown  
 Unknown

FOR COURT USE ONLY

2.  Information on additional judgment debtors is shown on page 2.  
 3. Judgment creditor (name and address):  
**FORD MOTOR CREDIT COMPANY LLC**  
 1335 S Clearview Ave Mesa, Arizona 85208  
 Date: August 25, 2008

4.  Information on additional judgment creditors is shown on page 2.  
 5.  Original abstract recorded in this county:  
 a. Date:  
 b. Instrument No.:

Harlan M. Reese, Esq.  
 (TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:  
**\$8,933.84**

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

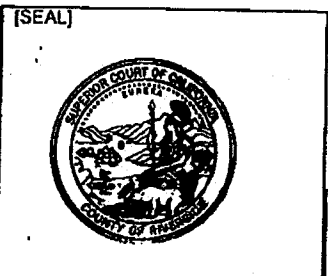
8. a. Judgment entered on (date): August 8, 2008  
 b. Renewal entered on (date):

9.  This judgment is an installment judgment.

10.  An  execution lien  attachment lien is endorsed on the judgment as follows:  
 a. Amount: \$  
 b. In favor of (name and address):

11. A stay of enforcement has  
 a.  not been ordered by the court.  
 b.  been ordered by the court effective until (date):

12. a.  I certify that this is a true and correct abstract of the judgment entered in this action.  
 b.  A certified copy of the judgment is attached.



This abstract issued on (date):  
**SEP 12 2008**

Clerk, by *[Signature]*

Deputy

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

PLAINTIFF: FORD MOTOR CREDIT COMPANY LLC

CASE NUMBER:

DEFENDANT: MIGUEL A CORTEZ, et al.

RIC500526

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

13. Judgment creditor (name and address):

14. Judgment creditor (name and address):

15.  Continued on Attachment 15.

**INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:**

16. Name and last known address

17. Name and last known address

Driver's license No. [last 4 digits] and state:

Unknown

Driver's license No. [last 4 digits] and state:

Unknown

Social security No. [last 4 digits]:

Unknown

Social security No. [last 4 digits]:

Unknown

Summons was personally served at or mailed to (address):

Summons was personally served at or mailed to (address):

18. Name and last known address

19. Name and last known address

Driver's license No. [last 4 digits] and state:

Unknown

Driver's license No. [last 4 digits] and state:

Unknown

Social security No. [last 4 digits]:

Unknown

Social security No. [last 4 digits]:

Unknown

Summons was personally served at or mailed to (address):

Summons was personally served at or mailed to (address):

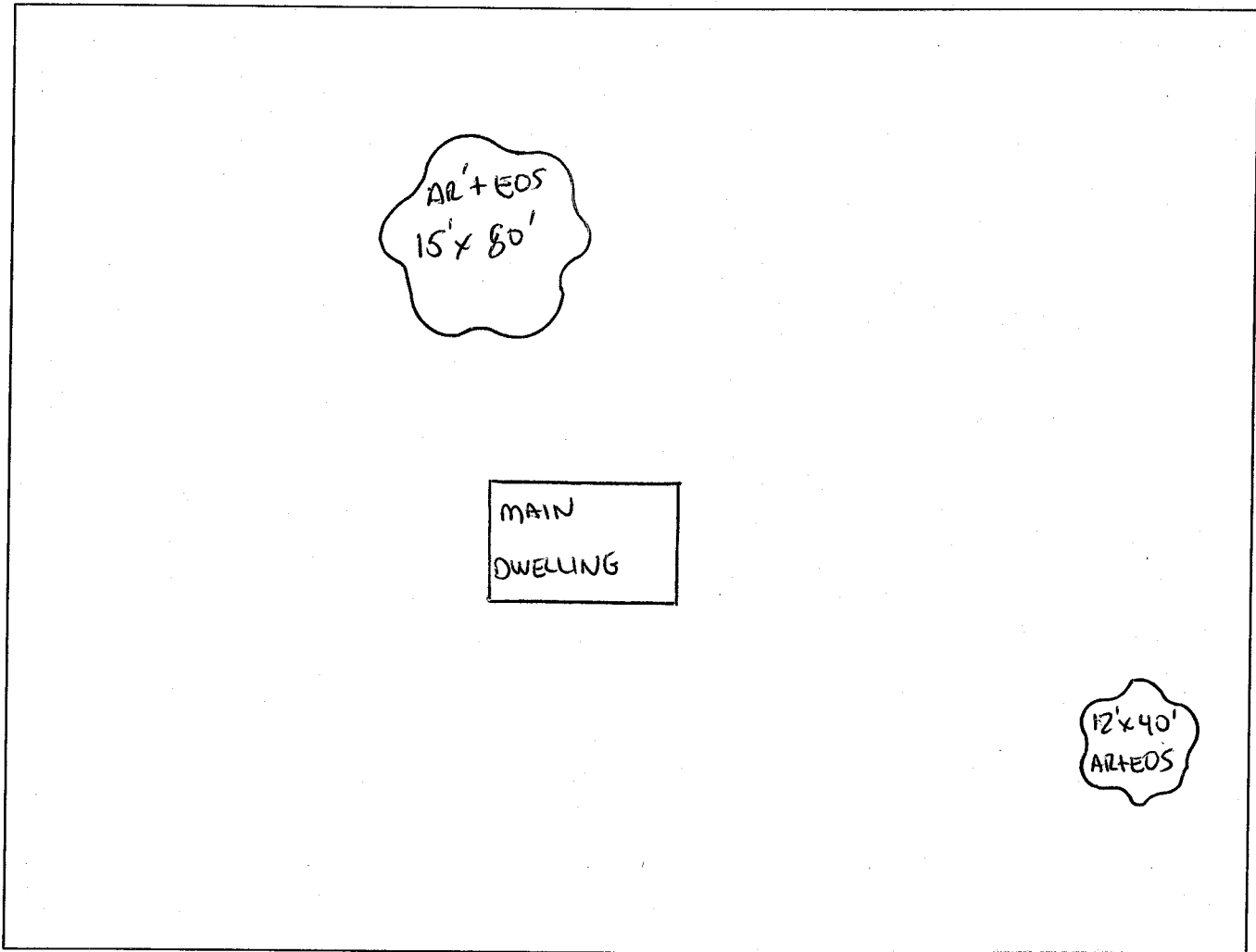
22.  Continued on Attachment 22.

### SITE PLAN: Case # CV-0900931

OWNER(S): MIGUEL A. CORTES  
ADDRESS: 20131 WALNUT ST., PERRIS, CA 92570  
ASSESSOR'S PARCEL: 349-050-053  
ACREAGE:

NORTH ARROW: 

REAR PROPERTY LINE



FRONT PROPERTY LINE: 20131 WALNUT ST, PERRIS

PREPARED BY: Z. APPELA DATE: \_\_\_\_\_

EXHIBIT NO. D



Code Enforcement Case: CV0900931

Printed on: 04/27/2010

*Photographs*



EOS & AR#1 LOCATED IN THE SOUTH/FRONT PORTION OF THE PROPERTY. - 10/05/200

EXHIBIT NO.     D<sup>2</sup>

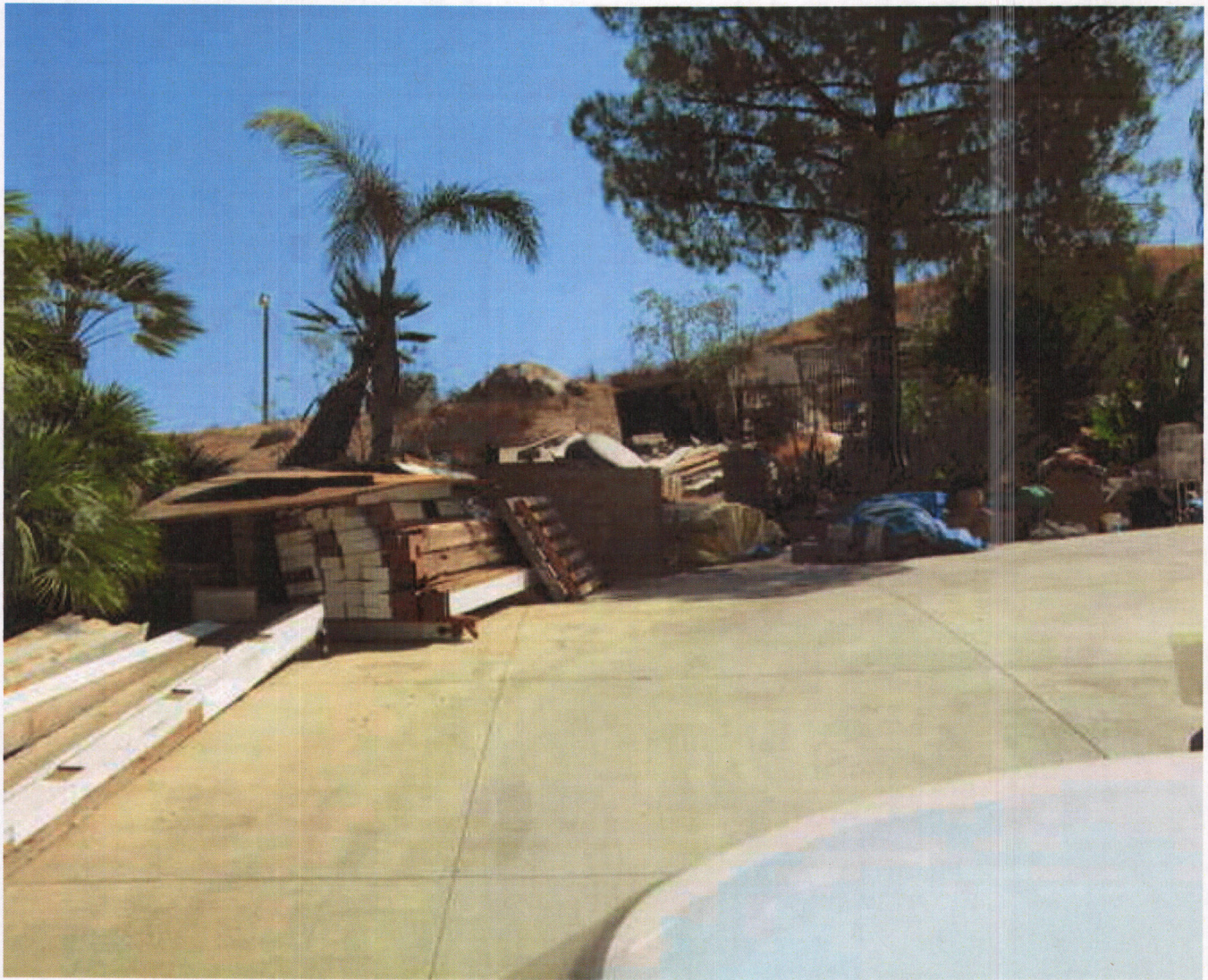




ANOTHER VIEW OF EOS & AR #1 MEASURING 12' X 40' - 10/05/2009

EXHIBIT NO.     D<sup>3</sup>





EOS & AR #2 MEASURING 15' X 80' - 10/05/2009

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

D<sup>4</sup>





ANOTHER VIEW OF RUBBISH AND STORAGE AT REAR OF PROPERTY. 02/22/10 - 02/22/2

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

D<sup>5</sup>





OUTSIDE STORAGE THAT REMAINS AT FRONT OF PROPERTY. 02/22/10 - 02/22/2010

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

*D6*





RUBBISH & STORAGE AT THE REAR OF THE PROPERTY. 02/22/10 - 02/22/2010

EXHIBIT NO. D7





EOS & RUBBISH REMAIN ON SCENE. - 04/22/2010

EXHIBIT NO. DP





COUNTY OF RIVERSIDE
CODE ENFORCEMENT DEPARTMENT

NOTICE OF VIOLATION

CASE No.: CV 09-00931

THE PROPERTY AT: 20131 WALNUT ST PERMIS CA

APN#: 349-050-053

WAS INSPECTED BY OFFICER: E. ARROWA

ID#: 71

ON 10/5/09

AT 1110 am/pm

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

Table with 4 columns: Violation ID, Description, Violation ID, Description. Includes items like Excessive Yard Sales, Unfenced Pool, Accumulated Rubbish, etc.

COMMENTS:

IMPORTANT! CORRECTION(S) MUST BE COMPLETED BY: 11/5/09. FAILURE TO COMPLY BY THIS DATE, MAY RESULT IN THE ISSUANCE OF AN ADMINISTRATIVE CITATION WITH FINES UP TO \$500.00 PER DAY...

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...

SIGNATURE PRINT NAME DATE PROPERTY OWNER TENANT

CDL/CID# D.O.B.

EXHIBIT NO. E

POSTED

WHITE: VIOLATOR GREEN: CASE FILE YELL



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**AFFIDAVIT OF POSTING OF NOTICES**

October 7, 2009

RE CASE NO: CV0900931

I, Richard Arriola, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 24318 Hemlock, Ave., Suite C-1, Moreno Valley, California 92557 .

That on 10/05/09 at 1110, I securely and conspicuously posted NOV FOR RCC 8.120.010- ACCUMULATED RUBBISH & RCC 17.16.010- EXCESSIVE OUTSIDE STORAGE. at the property described as:

**Property Address:** 20131 WALNUT ST, PERRIS

**Assessor's Parcel Number:** 349-050-053

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

Executed on October 7, 2009 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Richard Arriola, Code Enforcement Officer II



COPY



CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE

JOHN BOYD  
Director

NOTICE OF VIOLATION

January 5, 2010

MIGUEL A. CORTES

20131 WALNUT ST.  
PERRIS, CA 92570

RE CASE NO: CV0900931

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 20131 WALNUT ST, PERRIS California, Assessor's Parcel Number 349-050-053, is in violation of Section(s) RCC Section No. 17.12.040 (Ord. 348) , 8.120.010 (Ord. 541), of the Riverside County Code.

**Said violation is described as:**

- 1) 17.12.040 (Ord. 348) - All outdoor storage is required to conform to the standards provided in the permitted uses for the size and type of property.
- 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) Remove or reduce all outside storage to 100 square feet at the rear of the property.
- 2) Remove all rubbish and dispose of it in an approved, legal landfill.

COMPLIANCE MUST BE COMPLETED BY February 5, 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: Richard Arriola, Code Enforcement Officer II

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

E<sup>3</sup>



COPY

CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE

JOHN BOYD  
Director

NOTICE OF VIOLATION

January 5, 2010

THE MONEY STORE/FUNDING DEPT.  
3464 EL CAMINO AVE STE 100 B  
SACRAMENTO, CA 95821

RE CASE NO: CV0900931

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 20131 WALNUT ST, PERRIS California, Assessor's Parcel Number 349-050-053, is in violation of Section(s) RCC Section No. 17.12.040 (Ord. 348) , 8.120.010 (Ord. 541), of the Riverside County Code.

**Said violation is described as:**

- 1) 17.12.040 (Ord. 348) - All outdoor storage is required to conform to the standards provided in the permitted uses for the size and type of property.
- 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) Remove or reduce all outside storage to 100 square feet at the rear of the property.
- 2) Remove all rubbish and dispose of it in an approved, legal landfill.

COMPLIANCE MUST BE COMPLETED BY February 5, 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: Richard Arriola, Code Enforcement Officer II

EXHIBIT NO.       E<sup>A</sup>



COPY

**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**NOTICE OF VIOLATION**

January 5, 2010

WCM FINANCIAL SERVICES  
2112 EAST 4TH STREET SUITE 225  
SANTA ANA, CA 92705

RE CASE NO: CV0900931

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 20131 WALNUT ST, PERRIS California, Assessor's Parcel Number 349-050-053, is in violation of Section(s) RCC Section No. 17.12.040 (Ord. 348) , 8.120.010 (Ord. 541), of the Riverside County Code.

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CODE ENFORCEMENT DEPARTMENT

By: Richard Arriola, Code Enforcement Officer II

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

E<sup>5</sup>

COPY



CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE

JOHN BOYD  
Director

NOTICE OF VIOLATION

January 5, 2010

FIDELITY NATIONAL TITLE COMPANY  
2763 CAMINO DEL RIO SOUTH  
SAN DIEGO, CA 92108

RE CASE NO: CV0900931

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 20131 WALNUT ST, PERRIS California, Assessor's Parcel Number 349-050-053, is in violation of Section(s) RCC Section No. 17.12.040 (Ord. 348) , 8.120.010 (Ord. 541), of the Riverside County Code.

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CODE ENFORCEMENT DEPARTMENT

By: Richard Arriola, Code Enforcement Officer II

EXHIBIT NO.         E<sup>6</sup>



COPY

**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**NOTICE OF VIOLATION**

January 5, 2010

Special Procedures Section  
PO BOX 2952  
Sacramento, CA 95812

RE CASE NO: CV0900931

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CODE ENFORCEMENT DEPARTMENT

By: Richard Arriola, Code Enforcement Officer II

**EXHIBIT NO.**       E<sup>7</sup>

COPY



CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE

JOHN BOYD  
Director

NOTICE OF VIOLATION

January 5, 2010

Harlan M. Reese & Associates  
Harlan M. Reese Esq  
9444 Waples St, Ste 405  
San Diego, CA 92121

RE CASE NO: CV0900931

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CODE ENFORCEMENT DEPARTMENT

By: Richard Arriola, Code Enforcement Officer II

EXHIBIT NO.       E<sup>8</sup>



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**PROOF OF SERVICE**

Case No. CV0900931

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Melissa Robles, 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 January 5, 2010, I served the following documents(s):

**NOTICE RE: Notice of Violation (RCC 17.16.010 & 8.120.010)**

by placing a true copy thereof enclosed in a sealed envelope(s) by **BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED** addressed as follows:


MIGUEL A. CORTES , 20131 WALNUT ST., PERRIS, CA 92570  
THE MONEY STORE/FUNDING DEPT. 3464 EL CAMINO AVE STE 100 B, SACRAMENTO, CA 95821  
WCM FINANCIAL SERVICES 2112 EAST 4TH STREET SUITE 225, SANTA ANA, CA 92705  
FIDELITY NATIONAL TITLE COMPANY 2763 CAMINO DEL RIO SOUTH, SAN DIEGO, CA 92108  
Special Procedures Section PO BOX 2952, Sacramento, CA 95812  
Harlan M. Reese & Associates Harlan M. Reese Esq 9444 Waples St, Ste 405, San Diego, CA 92121

**XX By First Class 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 in the County of 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 January 5, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

  
By: Melissa Robles, Code Enforcement Aide

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

E<sup>9</sup>

7009 2250 0001 6607 2795

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 Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Postmark Here

Special Procedures Section  
 PO BOX 2952  
 Sacramento, CA 95812  
 CV09-00931 / RA 349

PS Form 3800, August 2006 See Reverse for Instructions

<b>SENDER: COMPLETE THIS SECTION</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<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"/> <i>Ramon B...</i> <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)  <i>Ramon B...</i></p> <p>C. Date of Delivery  <b>JAN 08 2010</b></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>1. Article Addressed to:          Special Procedures Section          PO BOX 2952          Sacramento, CA 95812          CV09-00931 / RA 349</p>		<p>3. Service Type  <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>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number          (Transfer from service label)</p>		<p>7009 2250 0001 6607 2795</p>	
<p>REC'D JAN 11 2010</p>		<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

EXHIBIT NO. 710



**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**

7009 2250 0001 6607 2788

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

Postmark  
Here

Fidelity National Title Company  
 2763 Camino Del Rio South  
 San Diego, CA 92108  
 CV09-00931 / RA 349

PS Form 3800, August 2006

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Fidelity National Title Company  
 2763 Camino Del Rio South  
 San Diego, CA 92108  
 CV09-00931 / RA 349

2. Article Number  
 (Transfer from service label)

7009 2250 0001 6607 2788

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**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

RECD FEB 02 2010

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

4. Restricted Delivery? (Extra Fee)  Yes

EXHIBIT NO. E<sup>11</sup>

**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**

7009 2250 0001 6607 2818

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

Postmark  
Here

Miguel A. Cortes  
 20131 Walnut St.  
 Perris, CA 92570  
 CV09-00931 / RA 349

PS Form 3800, August 2006

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Miguel A. Cortes  
 20131 Walnut St.  
 Perris, CA 92570  
 CV09-00931 / RA 349

REC'D JAN 11 2010

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

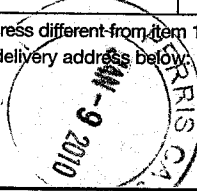
*Miguel A. Cortes*

- 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 0001 6607 2818

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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

E12

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

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

**OFFICIAL USE**

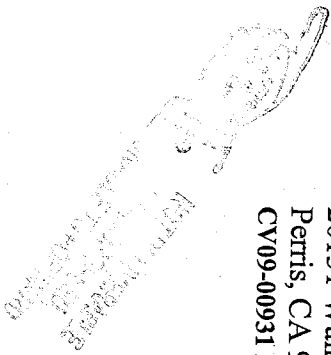
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

4265 996T 2000 014T 6002

Miguel A. Cortes  
 20131 Walnut Street  
 Perris, CA 92570  
 CV09-00931 / RA 349-050-053

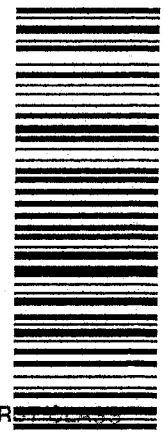
COUNTY OF RIVERSIDE  
 Code Enforcement Department  
 24318 Hemlock Avenue, Suite C-1  
 Moreno Valley, CA 92557

REC'D MAR 25 2010

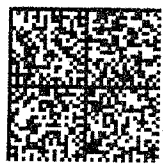


Miguel A. Cortes  
 20131 Walnut Street  
 Perris, CA 92570  
 CV09-00931 / RA 349-050-053

7009 1410 0002 1988 5924



**CERTIFIED MAIL™**



UNITED STATES POSTAGE  
 02 1M  
 0004234315  
 MAR 05 2010  
 MAILED FROM ZIP CODE 92504  
**\$ 05.540**  
 PRINTED BOOKS

*M/A*  
*P2*  
*3/6/10*  
*AK*

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

*E3*





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

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

**OFFICIAL USE**

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

Post  
H

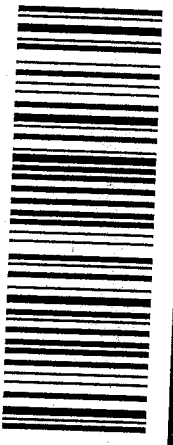
Harlan M. Reese & Associates Harlan  
 M. Reese Esq  
 9444 Waples St, Ste 405  
 San Diego, CA 92121  
 CV09-00931 / RA 349

PS Form 3800, August 2006 See Reverse

7009 2099 1000 0522 6002

COUNTY OF RIVERSIDE  
 Code Enforcement Department  
 24318 Hemlock Avenue, Suite C-1  
 Moreno Valley, CA 92557

RETURN RECEIPT REQUESTED  
 RETURN RECEIPT REQUESTED



FIRST CLASS



UNITED STATES POSTAGE  
 PINEY BONES  
 02 1M \$ 05.540  
 0004234315 JAN06 2010  
 MAILED FROM ZIP CODE 92504

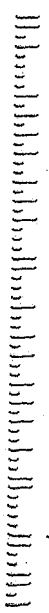
REC'D FEB 02 2010

Harlan M. Reese & Associates Harlan  
 M. Reese Esq  
 9444 Waples St, Ste 405  
 San Diego, CA 92121  
 CV09-00931 / RA 349

FORWARD TIME EXP. 1 TR TO SEND  
 HARLAN REESE & ASSOCIATES  
 9444 WAPLES ST STE 405  
 SAN DIEGO CA 92121-2923

RETURN TO SENDER

3245575744



913

ON LIBRARY EXHIBIT NO.



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**JOHN BOYD**  
Director

**NOTICE OF VIOLATION**

March 4, 2010

MIGUEL A. CORTES

20131 WALNUT ST.  
PERRIS, CA 92570

RE CASE NO: CV0900931

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 20131 WALNUT ST, PERRIS California, Assessor's Parcel Number 349-050-053, is in violation of Section(s) RCC Section No. 17.16.010 (Ord. 348), 8.120.010 (Ord. 541), of the Riverside County Code.

**Said violation is described as:**

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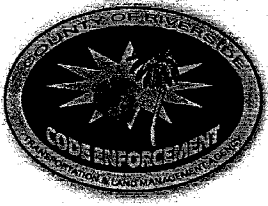
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**YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.**

CODE ENFORCEMENT DEPARTMENT

By: Richard Arriola, Code Enforcement Officer

**EXHIBIT NO.** E<sup>17</sup>



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**NOTICE OF VIOLATION**

March 4, 2010

Occupant  
20131 WALNUT ST  
PERRIS, CA 92570

RE CASE NO: CV0900931

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CODE ENFORCEMENT DEPARTMENT

By: Richard Arriola, Code Enforcement Officer

**EXHIBIT NO.**       E<sup>18</sup>





**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**JOHN BOYD**  
Director

**NOTICE OF VIOLATION**

March 4, 2010

THE MONEY STORE/FUNDING DEPT.  
3464 EL CAMINO AVE STE 100 B  
SACRAMENTO, CA 95821

RE CASE NO: CV0900931

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 20131 WALNUT ST, PERRIS California, Assessor's Parcel Number 349-050-053, is in violation of Section(s) RCC Section No. 17.16.010 (Ord. 348) , 8.120.010 (Ord. 541), of the Riverside County Code.

**Said violation is described as:**

- 1) 17.16.010 (Ord. 348) - All outdoor storage is required to conform to the standards provided in the permitted uses for the size and type of property.
- 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) Remove or reduce all outside storage to 100 square feet at the rear of the property. (RCC 17.16.010)
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**COMPLIANCE MUST BE COMPLETED BY April 4, 2010. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.**

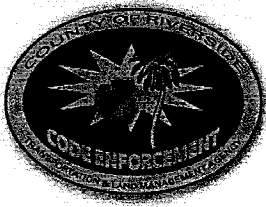
**NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$109.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.**

**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: Richard Arriola, Code Enforcement Officer

**EXHIBIT NO.** EA



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**NOTICE OF VIOLATION**

March 4, 2010

WCM FINANCIAL SERVICES  
2112 EAST 4TH STREET SUITE 225  
SANTA ANA, CA 92705

RE CASE NO: CV0900931

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 20131 WALNUT ST, PERRIS California, Assessor's Parcel Number 349-050-053, is in violation of Section(s) RCC Section No. 17.16.010 (Ord. 348) , 8.120.010 (Ord. 541), of the Riverside County Code.

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CODE ENFORCEMENT DEPARTMENT

By: Richard Arriola, Code Enforcement Officer

**EXHIBIT NO.**       E<sup>20</sup>



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**NOTICE OF VIOLATION**

March 4, 2010

FIDELITY NATIONAL TITLE COMPANY  
2763 CAMINO DEL RIO SOUTH  
SAN DIEGO, CA 92108

RE CASE NO: CV0900931

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 20131 WALNUT ST, PERRIS California, Assessor's Parcel Number 349-050-053, is in violation of Section(s) RCC Section No. 17.16.010 (Ord. 348) , 8.120.010 (Ord. 541), of the Riverside County Code.

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CODE ENFORCEMENT DEPARTMENT

By: Richard Arriola, Code Enforcement Officer

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

E<sup>21</sup>



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**NOTICE OF VIOLATION**

March 4, 2010

Special Procedures Section  
PO BOX 2952  
Sacramento, CA 95812

RE CASE NO: CV0900931

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CODE ENFORCEMENT DEPARTMENT

By: Richard Arriola, Code Enforcement Officer

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

E<sup>22</sup>



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**NOTICE OF VIOLATION**

March 4, 2010

Harlan M. Reese & Associates  
Harlan M. Reese Esq  
9444 Waples St, Ste 405  
San Diego, CA 92121

RE CASE NO: CV0900931

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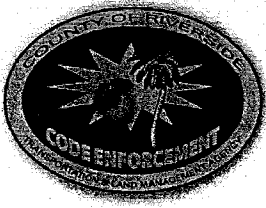
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CODE ENFORCEMENT DEPARTMENT

By: Richard Arriola, Code Enforcement Officer

**EXHIBIT NO.**       E<sup>23</sup>



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**NOTICE OF VIOLATION**

March 4, 2010

Harlan M. Reese & Associates  
Harlan M. Reese Esq  
5725 MESA RIDGE RD. STE 240  
SAN DIEGO, CA 92121

RE CASE NO: CV0900931

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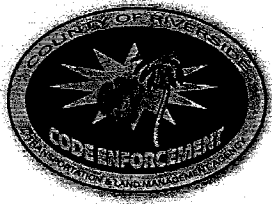
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CODE ENFORCEMENT DEPARTMENT

By: Richard Arriola, Code Enforcement Officer

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

E<sup>24</sup>



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

JOHN BOYD  
Director

**PROOF OF SERVICE**

Case No. CV0900931

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Ana Carrillo, 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 March 4, 2010, I served the following documents(s):

**NOTICE RE: Notice of Violation (RCC 17.16.010 & 8.120.010)**

**Summary of Costs Notification**

by placing a true copy thereof enclosed in a sealed envelope(s) by **BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED** addressed as follows:

1. MIGUEL A. CORTES , 20131 WALNUT ST., PERRIS, CA 92570
2. OCCUPANT 20131 WALNUT ST, PERRIS, CA 92570
3. THE MONEY STORE/FUNDING DEPT. 3464 EL CAMINO AVE STE 100 B, SACRAMENTO, CA 95821
4. WCM FINANCIAL SERVICES 2112 EAST 4TH STREET SUITE 225, SANTA ANA, CA 92705
5. FIDELITY NATIONAL TITLE COMPANY 2763 CAMINO DEL RIO SOUTH, SAN DIEGO, CA 92108
6. Special Procedures Section PO BOX 2952, Sacramento, CA 95812
7. Harlan M. Reese & Associates Harlan M. Reese Esq 9444 Waples St, Ste 405, San Diego, CA 92121
8. Harlan M. Reese & Associates Harlan M. Reese Esq 5725 MESA RIDGE RD. STE 240, SAN DIEGO, CA 92121

XX **By First Class 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 in the County of 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.

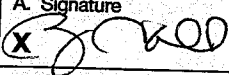
EXECUTED ON March 4, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Ana Carrillo, Code Enforcement Aide

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

E25

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 type="checkbox"/> Agent <input type="checkbox"/> Addressee
1. Article Addressed to:  Fidelity National Title Company 2763 Camino Del Rio South San Diego, CA 92108 CV09-00931 / RA 349-050-053	B. Received by (Printed Name) <span style="float: right;">C. Date of Delivery</span> Yolanda Vallego <span style="float: right;">3.8.10</span>
2. Article Number (Transfer from service label)	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
PS Form 3811, February 2004	REC'D MAR 11 2010
Domestic Return Receipt	3. Service Type <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.
7009 1410 0002 1988 5962	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes

U.S. Postal Service <sup>TM</sup>  
**CERTIFIED MAIL <sup>TM</sup> 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 Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Postmark Here

for Instructions

Fidelity National Title Company  
 2763 Camino Del Rio South  
 San Diego, CA 92108  
 CV09-00931 / RA 349-050-053

EXHIBIT NO.           E<sup>26</sup>