

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



9.3

9:30 a.m. being the time set for public hearing on the recommendation from County Counsel/Code Enforcement regarding Public Hearing on Abatement of Public Nuisance [Grading Without a Permit] on Case No. CV 09-01874, located 39095 Avenida Bonita, Murrieta, APN 929-230-004, 1st District.

On motion of Supervisor Stone, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is taken off calendar.

Roll Call:

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

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on September 28, 2010 of Supervisors Minutes.

(seal)

WITNESS my hand and the seal of the Board of Supervisors
Dated: September 28, 2010
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

By: [Signature] Deputy

AGENDA NO.
9.3

xc: Co. Co., CED

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

107B



FROM: County Counsel/TLMA
Code Enforcement Department

SUBJECT: Abatement of Public Nuisance [Grading Without a Permit]
Case No.: CV 09-01874 (ROBUCK)
Subject Property: 39095 Avenida Bonita, Murrieta
APN: 929-230-004
District One

SUBMITTAL DATE:
November 17, 2009

RECOMMENDED MOTION: Move that:

- (1) The grading without permits on the real property located at 39095 Avenida Bonita, Murrieta, Riverside County, California, APN: 929-230-004, be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which does not permit grading of more than fifty (50) cubic yards without a grading permit.
- (2) A five (5) year hold on the issuance of building permits and land use approvals be placed on The Property.

Departmental Concurrence

Julie A. Jarvi

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

(Continued)

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

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

C.E.O. RECOMMENDATION:

APPROVE

BY *Tina Grande*

Tina Grande

County Executive Office Signature

Consent
 Policy

 Consent
 Policy

 Dep't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: _____ **District:** 1 **Agenda Number:** _____

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS
2009 NOV 18 PM 3:09

- (3) Richard M. Robuck and Joann Robuck, the owners of the subject real property or whoever has possession or control of the premises, be directed to restore the unpermitted grading so as to prevent offsite drainage and slope erosion within ninety (90) days.
- (4) If the owners or whoever has possession or control of the real property do not take the above described action within ninety (90) days of the date of the mailing and posting of the Board's Order to Abate, that representatives of the Code Enforcement Department are authorized to obtain the services of a contractor, upon consent of the owner or receipt of a Court Order authorizing entry onto the real property when necessary under applicable law, to restore the property so as to prevent offsite drainage and slope erosion.
- (5) The reasonable costs of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Ordinance No. 725.
- (6) Upon the restoration or remediation of the property and payment of all abatement costs assessed against the property the five (5) year hold on the issuance of building permits and land use approvals will be lifted.
- (7) County Counsel be directed to prepare the necessary Findings of Facts and Conclusions that the grading without a permit on the real property is declared to be in violation of Riverside County Ordinance No. 457 and a public nuisance, and further, to prepare an Order to Abate for approval by the Board.

JUSTIFICATION:

1. An inspection was made of the subject property by the Code Enforcement Officer on March 18, 2009. The inspection revealed stockpiles of dirt on the property in violation of Riverside County Ordinance No. 457 (RCC Title 15). The Officer estimated that approximately five hundred ninety-two (592) cubic yards of dirt has been graded. A search of Riverside County records indicates that no permit for grading has been obtained. This creates a public and attractive nuisance.
2. Follow-up inspections on June 3, 2009, June 18, 2009 and August 8, 2009 and November 16, 2009, revealed that the property continues to be in violation of Riverside County Ordinance No. 457.
3. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for grading without a permit.

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



9.16

9:30 a.m. being the time set for public hearing on the recommendation from County Counsel/Code Enforcement regarding Public Hearing on Abatement of Public Nuisance [Grading Without a Permit] on Case No. 09-01874, located 39095 Avenida Bonita, Murrieta, APN 929-230-004, 1st District.

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is continued to Tuesday, September 28, 2010 at 9:30 a.m.

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on May 25, 2010 of Supervisors Minutes.

(seal)

WITNESS my hand and the seal of the Board of Supervisors
Dated: May 25, 2010
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

By: *Kecia Harper-Ihem* Deputy

AGENDA NO.
9.16

xc: Co.Co., CED, Prop. Owner, ~~COB~~

BOARD OF SUPERVISORS
PUBLIC HEARING

May 25, 2010
(Continued 9.3 of 2/23/10)

AGENDA ITEM NO. 9.16

Supplemental Documents

Statement of Expense
39095 Avenida Bonita, Murrieta
Case No. CV 09-01874

DISTRICT 1

2010-05-100760

PAMELA J. WALLS
County Counsel

Principal Deputy
KATHERINE A. LIND

OFFICE OF COUNTY COUNSEL
COUNTY OF RIVERSIDE

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



March 2, 2010

CONTINUATION
NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS
AND ABATE PUBLIC NUISANCE

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

Case No.: CV09-01874
APN: 929-230-004; ROBUCK
Property: 39095 Avenida Bonita, Murrieta

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 457 (RCC Title 15) and 725 (RCC Title 1) to consider the abatement of the grading without permits located on the SUBJECT PROPERTY described as **39095 Avenida Bonita, Murrieta, Riverside County, California**, and more particularly described as Assessor's Parcel Number 929-230-004.

YOU ARE HEREBY DIRECTED as owner of the SUBJECT PROPERTY, to appear at this hearing to show cause why the SUBJECT PROPERTY should not be condemned as a public nuisance and be abated by demonstrating compliance with a restoration assessment from Riverside County Department of Building and Safety or by complete restoration/remediation of the un-permitted grading so as to return the SUBJECT PROPERTY to its previous natural condition. Additionally, notice is hereby given that Riverside County Ordinance No. 457 allows for the Department of Building and Safety to place a five year flag on the issuance of building permits and land use approvals for property that has been graded without approval or permits. The Code Enforcement Department will request that the five year flag be placed on the SUBJECT PROPERTY at the hearing.

SAID HEARING that was held on Tuesday, February 23, 2010, at 9:30 a.m. in the Board of Supervisors Room, 4080 Lemon Street, 1st Floor Annex, Riverside, California **has been rescheduled to Tuesday, May 25, 2010 at 9:30 a.m.** at which time and place pertinent evidence will be received and/or testimony from all concerned parties will be heard. Failure to appear on your behalf will result in the exclusion of your testimony, and facts as known to this department, will be presented to the Board of Supervisors, for consideration and deliberation in this matter.

Be on notice that in addition to costs that have already accrued for this case, costs associated therewith will be sought from the property owner(s) and/or may result in a special assessment lien against the property.

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

PAMELA J. WALLS
Riverside County Counsel



JULIE A. JARVI
Deputy County Counsel

NOTICE LIST

Subject Property: 39095 Avenida Bonita, Murrieta
Case No.: CV 09-01874; APN: 929-230-004; District 1

RICHARD M. ROBUCK
JOANN ROBUCK
39095 AVENIDA BONITA
MURRIETA, CA 92562

ATLANTIC & PACIFIC FORECLOSURE
SERVICES, INC.
PO BOX 16245
IRVINE, CA 92623-6245

ATLANTIC & PACIFIC FORECLOSURE
SERVICES, INC.
1610 E. SAINT ANDREW PL., SUITE 150F
SANTA ANA, CA 92705

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
SPECIAL PROCEDURES SECTION
PO BOX 2952
SACRAMENTO, CA 95812

SOUTHERN PACIFIC FUNDING CORPORATION
1 CENTERPOINTE DR. #500
LAKE OSWEGO, OR 97035

SOUTHERN PACIFIC FUNDING CORPORATION
6800 INDIANA AVE. #110
RIVERSIDE, CA 92506

ENCORE CREDIT
1833 ALTON PARKWAY
IRVINE, CA 92606

FIDELITY NATIONAL TITLE INSURANCE CO.
17911 VON KARMAN AVE. #300
IRVINE, CA 92614

MERS
PO BOX 2026
FLINT, MI 48501

NOTICE LIST

Subject Property: 39095 Avenida Bonita, Murrieta
Case No.: CV 09-01874; APN: 929-230-004; District 1

COAST ASSESSMENT SERVICE CO
PO BOX 972
GARDEN GROVE, CA 92842

INFINITY INSURANCE CO.
C/O LEA & NIVINSKUS
134 W. WILSHIRE AVE.
FULLERTON, CA 92832

ATTORNEY DAVID PALMER
LAW OFFICES OF JOHN BOUZANE
634 OAK COURT
SAN BERNARDINO, CA 92410

CARRINGTON MORTGAGE SERVICES
LLC
ATTN: TONYA OSBORNE
10500 KINCAID DR. STE 400
FISHERS, IN 46037-9764

NOTICE LIST

Subject Property: 39095 Avenida Bonita, Murrieta
Case No.: CV 09-01874; APN: 929-230-004; District 1

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:

ATLANTIC & PACIFIC FORECLOSURE SERVICES INC
1610 E SAINT ANDREW PL SUITE 150F
SANTA ANA, CA 92705

2. Article Number
CV09-01874 (Robuck) ABT B
7009 1680 0000 9024 6934

(Transfer from service label)
PS Form 3811, February 2004

Domestic Return Receipt

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:

INFINITY INSURANCE CO
C/O LEA & NIVINSKUS
134 W WILSHIRE AVE.
FULLERTON CA 92832

2. Article Number
CV09-01874 (Robuck) ABT B
7009 1680 0000 9024 7023

(Transfer from service label)
PS Form 3811, February 2004

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]* Agent Addressee
B. Received by (Printed Name) *[Signature]* Addressee
C. Date of Delivery *3-2-04*
D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]* Agent Addressee
B. Received by (Printed Name) *[Signature]* Addressee
C. Date of Delivery
D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

FIDELITY NATIONAL TITLE INSURANCE CO
17911 VON KARMAN AVE #300
IRVINE CA 92614

2. Article Number
CV09-01874 (Robuck) ABT B
7009 1680 0000 9024 6989

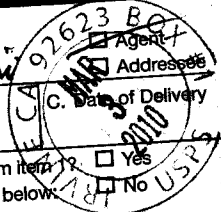
(Transfer from service label)
PS Form 3811, February 2004

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]* Agent Addressee
B. Received by (Printed Name) *[Signature]* Addressee
C. Date of Delivery *3-2-04*
D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
4. Restricted Delivery? (Extra Fee) Yes



NOTICE LIST

Subject Property: 39095 Avenida Bonita, Murrieta
Case No.: CV 09-01874; APN: 929-230-004; District 1

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:
ATLANTIC & PACIFIC FORECLOSURE SERVICES INC
PO BOX 16245
IRVINE CA 92623-6245

2. Article Number
CV09-01874 (Rebuck) ABT B
(Transfer from service label) 7009 1680 0000 9024 6927
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

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:
COAST ASSESSMENT SERVICE CO
PO BOX 972
GARDEN GROVE CA 92842

2. Article Number
CV09-01874 (Rebuck) ABT B
(Transfer from service label) 7009 1680 0000 9024 7016
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee
[Signature]
B. Received by (Printed Name) Agent Addressee
S. Rebuck
C. Date of Delivery *3-24-10*
D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:



3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee
[Signature]
B. Received by (Printed Name) Agent Addressee
D.S. Morase
C. Date of Delivery *3-3-10*
D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
4. Restricted Delivery? (Extra Fee) Yes

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:
STATE OF CALIFORNIA
FRANCHISE TAX BOARD
SPECIAL PROCEDURES SECTION
PO BOX 2052
SACRAMENTO CA 95812

2. Article Number
CV09-01874 (Rebuck) ABT B
(Transfer from service label) 7009 1680 0000 9024 6941

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee
[Signature]
B. Received by (Printed Name) Agent Addressee
[Signature]
C. Date of Delivery
D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
4. Restricted Delivery? (Extra Fee) Yes



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[FAQs](#)

Track & Confirm

Search Results

Label/Receipt Number: **7009 1680 0000 9024 6934**
 Service(s): **Certified Mail™**
 Status: **Delivered**

Your item was delivered at 10:34 AM on March 3, 2010 in SANTA ANA, CA 92711.

Detailed Results:

- **Delivered, March 03, 2010, 10:34 am, SANTA ANA, CA 92711**
- **Arrival at Unit, March 03, 2010, 10:01 am, SANTA ANA, CA 92711**

Track & Confirm

Enter Label/Receipt Number.

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7009 1680 0000 9024 6934

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CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$.44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.54
MAILED 3/2/10	
Postmark Here	
Sent To	
ATLANTIC & PACIFIC FORECLOSURE	
SERVICES INC	
1610 E SAINT ANDREW PL SUITE 150F	
SANTA ANA CA 92705	
PS Form 3800, August 2006 See Reverse for Instructions	



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Track & Confirm

Search Results

Label/Receipt Number: **7009 1680 0000 9024 6989**
Service(s): **Certified Mail™**
Status: **Delivered**

Your item was delivered at 9:11 AM on March 3, 2010 in IRVINE, CA 92623.

Detailed Results:

- **Delivered, March 03, 2010, 9:11 am, IRVINE, CA 92623**
- **Arrival at Unit, March 03, 2010, 8:55 am, IRVINE, CA 92623**

Track & Confirm

Enter Label/Receipt Number.

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U.S. Postal Service™		
CERTIFIED MAIL™ RECEIPT		
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For delivery information visit our website at www.usps.com		
OFFICIAL USE		
Postage	\$.44	MAILED 3/2/10 Postmark Here
Certified Fee	2.80	
Return Receipt Fee (Endorsement Required)	2.30	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 5.54	
Sent To	FIDELITY NATIONAL TITLE INSURANCE	
Street, Ap or PO Box	CO 17911 VON KARMAN AVE #300	
City, State	IRVINE CA 92614	
PS Form 3800, August 2006		See Reverse for Instructions



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Track & Confirm

Search Results

Label/Receipt Number: **7009 1680 0000 9024 7023**
 Service(s): **Certified Mail™**
 Status: **Delivered**

Your item was delivered at 11:04 AM on March 3, 2010 in FULLERTON, CA 92832.

Track & Confirm

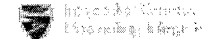
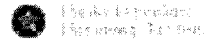
Enter Label/Receipt Number.

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7009 1680 0000 9024 7023

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$.44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.54
Mailed 3/2/10 Postmark Here	
Sent To INFINITY INSURANCE CO C/O LEA & NIVINSKUS 134 W WILSHIRE AVE. FULLERTON CA 92832	
PS Form 3800, August 2006 See Reverse for Instructions	

1 **PROOF OF SERVICE**

2 Case No. CV09-01874

3 STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

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

7 That on March 2, 2010, I served the following document(s):

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

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

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

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

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

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

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

23 EXECUTED ON March 2, 2010, at Riverside, California.

24 
25 _____
26 BRENDA PEELER
27
28



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

John Boyd
DIRECTOR

AFFIDAVIT OF POSTING OF NOTICES

Case No.: CV09-01874

I, Brett Farlow , hereby declare:

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

County of Riverside
Code Enforcement Department
117 South Langstaff Street
Lake Elsinore, Ca, 92530

2. That on 03/03/10 at **0930 Hours.**, I securely and conspicuously posted a **Continuation Notice To Correct County Ordinance Violations and Abate Public Nuisance** at the property described as:

Property Address: 39095 Avenida Bonita, Murrieta

Assessor's Parcel Number: 929-230-004

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

Executed on 03/03/10 at Lake Elsinore, California.

CODE ENFORCEMENT DEPARTMENT

By: *B.F.*
Brett Farlow , Code Enforcement Officer

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



9.3

9:30 a.m. being the time set for public hearing on the recommendation from County Counsel/Code Enforcement regarding the Abatement of Public Nuisance [Grading without permit] on Case No. CV 09-01874, located at 39095 Avenida Bonita, 1st District, the Chairman called the matter for hearing.

Julie Jarvi, Deputy County Counsel, presented the matter.

Robert Mabee spoke on the matter.

On motion of Supervisor Buster, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is continued to Tuesday, May 25, 2010 at 9:30 a.m.

Roll Call:

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

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on February 23, 2010 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors
Dated: February 23, 2010
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

(seal)

By: [Signature] Deputy

AGENDA NO.
9.3

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

BOARD OF SUPERVISORS
PUBLIC HEARING

~~2010-1~~

(Continued 9.1 of 12/1/2009)

AGENDA ITEM NO. ~~1~~

Supplemental Documents

Abatement of Public Nuisance
39095 Avenita Bonita, Murrieta
Case No. CV 09-01874

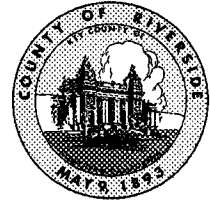
DISTRICT 1

PAMELA J. WALLS
County Counsel

Principal Deputy
KATHERINE A. LIND

OFFICE OF COUNTY COUNSEL
COUNTY OF RIVERSIDE

3535 TENTH STREET, SUITE 300
RIVERSIDE, CA 92501-3674
TELEPHONE: 951/955-6300
FAX: 951/955-6322 & 955-6363



December 15, 2009

CONTINUATION
NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS
AND ABATE PUBLIC NUISANCE

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

Case No.: CV09-01874
APN: 929-230-004
Property: 39095 Avenida Bonita, Murrieta

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 457 (RCC Title 15) and 725 (RCC Title 1) to consider the abatement of the grading without permits located on the SUBJECT PROPERTY described as **39095 Avenida Bonita, Murrieta, Riverside County, California**, and more particularly described as Assessor's Parcel Number 929-230-004.

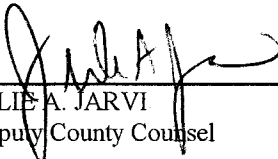
YOU ARE HEREBY DIRECTED as owner of the SUBJECT PROPERTY, to appear at this hearing to show cause why the SUBJECT PROPERTY should not be condemned as a public nuisance and be abated by demonstrating compliance with a restoration assessment from Riverside County Department of Building and Safety or by complete restoration/remediation of the un-permitted grading so as to return the SUBJECT PROPERTY to its previous natural condition. Additionally, notice is hereby given that Riverside County Ordinance No. 457 allows for the Department of Building and Safety to place a five year flag on the issuance of building permits and land use approvals for property that has been graded without approval or permits. The Code Enforcement Department will request that the five year flag be placed on the SUBJECT PROPERTY at the hearing.

SAID HEARING that was held on Tuesday, December 1, 2009, at 9:30 a.m. in the Board of Supervisors Room, 4080 Lemon Street, 1st Floor Annex, Riverside, California **has been rescheduled to Tuesday, February 23, 2010 at 9:30 a.m.** at which time and place pertinent evidence will be received and/or testimony from all concerned parties will be heard. Failure to appear on your behalf will result in the exclusion of your testimony, and facts as known to this department, will be presented to the Board of Supervisors, for consideration and deliberation in this matter.

Be on notice that in addition to costs that have already accrued for this case, costs associated therewith will be sought from the property owner(s) and/or may result in a special assessment lien against the property.

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

PAMELA J. WALLS
Riverside County Counsel



JULIE A. JARVI
Deputy County Counsel

NOTICE LIST

Subject Property: 39095 Avenida Bonita, Murrieta
Case No.: CV 09-01874; APN: 929-230-004; District 1

RICHARD M. ROBUCK
JOANN ROBUCK
39095 AVENIDA BONITA
MURRIETA, CA 92562

COAST ASSESSMENT SERVICE CO
PO BOX 972
GARDEN GROVE, CA 92842

ATLANTIC & PACIFIC FORECLOSURE
SERVICES, INC.
PO BOX 16245
IRVINE, CA 92623-6245

INFINITY INSURANCE CO.
C/O LEA & NIVINSKUS
134 W. WILSHIRE AVE.
FULLERTON, CA 92832

ATLANTIC & PACIFIC FORECLOSURE
SERVICES, INC.
1610 E. SAINT ANDREW PL., SUITE 150F
SANTA ANA, CA 92705

ATTORNEY DAVID PALMER
LAW OFFICES OF JOHN BOUZANE
634 OAK COURT
SAN BERNARDINO, CA 92410

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
SPECIAL PROCEDURES SECTION
PO BOX 2952
SACRAMENTO, CA 95812

CARRINGTON MORTGAGE SERVICES
LLC
ATTN: TONYA OSBORNE
10500 KINCAID DR. STE 400
FISHERS, IN 46037-9764

SOUTHERN PACIFIC FUNDING CORPORATION
1 CENTERPOINTE DR. #500
LAKE OSWEGO, OR 97035

SOUTHERN PACIFIC FUNDING CORPORATION
6800 INDIANA AVE. #110
RIVERSIDE, CA 92506

ENCORE CREDIT
1833 ALTON PARKWAY
IRVINE, CA 92606

FIDELITY NATIONAL TITLE INSURANCE CO.
17911 VON KARMAN AVE. #300
IRVINE, CA 92614

MERS
PO BOX 2026
FLINT, MI 48501



Track & Confirm

Search Results

Label/Receipt Number: 7009 1680 0000 9032 2003
Service(s): **Certified Mail™**
Status: **Delivered**

Your item was delivered at 9:56 AM on December 16, 2009 in SAN BERNARDINO, CA 92410.

Track & Confirm

Enter Label/Receipt Number.

Go >

Notification Options

Track & Confirm by email

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



7009 1680 0000 9032 2003

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

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

OFFICIAL USE

Postage	\$	44
Certified Fee		2.5
Return Receipt Fee (Endorsement Required)		2.0
Restricted Delivery Fee (Endorsement Required)		5.04
Total Postage & Fees	\$	

mailed
12/15/09
Postmark
Here

ATTORNEY DAVID PALMER
LAW OFFICES OF JOHN BOUZANE
634 OAK COURT
SAN BERNARDINO, CA. 92410
CV09-01874 *ABT* 13 ROBUCK

PS

Instructions



Track & Confirm

FAQs

Track & Confirm

Search Results

Label/Receipt Number: **7009 1680 0000 9032 2102**
Service(s): **Certified Mail™**
Status: **Delivered**

Your item was delivered at 9:49 AM on December 17, 2009 in IRVINE, CA 92623.

Detailed Results:

- **Delivered, December 17, 2009, 9:49 am, IRVINE, CA 92623**
- **Notice Left, December 16, 2009, 10:24 am, IRVINE, CA 92623**

Notification Options

Track & Confirm by email

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

Track & Confirm

Enter Label/Receipt Number.

[Go >](#)



7009 1680 0000 9032 2102

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

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

OFFICIAL USE

Postage	\$ 2.30
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	5.50
Total Postage & Fees	\$ 12.40

marked
 12/17/09
 Postmark
 Here

ATLANTIC & PACIFIC FORECLOSUR
 SERVICE INC.
 P O BOX 16245
 IRVINE, CA. 92623-6245
 CV09-01874 *ABT* 13 ROBUCK



Track & Confirm

FAQs

Track & Confirm

Search Results

Label/Receipt Number: **7009 1680 0000 9032 2119**
Service(s): **Certified Mail™**
Status: **Unclaimed**

Your item was returned to the sender on February 17, 2010 because it was not claimed by the addressee.

Detailed Results:

- **Unclaimed, February 17, 2010, 9:53 am, MURRIETA, CA**
- **Notice Left, December 16, 2009, 1:18 pm, MURRIETA, CA 92562**

Notification Options

Track & Confirm by email

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

Track & Confirm

Enter Label/Receipt Number.

[Go >](#)

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$ <u>.44</u> Certified Fee <u>2.80</u> Return Receipt Fee (Endorsement Required) <u>2.80</u> Restricted Delivery Fee (Endorsement Required) <u>5.50</u> Total Postage & Fees <u>9.54</u>	Mailed <u>02/15/10</u> Postmark Here
Sent Street or P.O. Box City, State, ZIP+4®	RICHARD M. ROBUCK JOANN ROBUCK 39095 AVENIDA BONITA MURRIETA, CA. 92562 CV09-01874 *ABT* 13 ROBUCK
PS Form 3800, June 2009	Instructions

NOTICE LIST

Subject Property: 39095 Avenida Bonita, Murrieta
Case No.: CV 09-01874; APN: 929-230-004; District 1

<p>SENDER: COMPLETE THIS SECTION</p> <ul style="list-style-type: none"> 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. <p>1. Article Addressed to:</p> <p style="text-align: center;">FIDELITY NATIONAL TITLE INSURANCE CO. 17911 VON KARMA AVE. #300 IRVINE, CA. 92614 CV09-01874 *ABT* 13 ROBUCK</p>	<p style="text-align: center;">COMPLETE THIS SECTION ON DELIVERY</p> <p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee <i>[Signature]</i></p> <p>B. Received by (Printed Name) <input type="checkbox"/> Agent <input type="checkbox"/> Addressee C. Date of Delivery <i>12/21/09</i></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>2. Article Number (Transfer from service label)</p> <p style="text-align: center;">7009 1680 0000 9032 2041</p> <p>PS Form 3811, February 2004</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>1. Article Addressed to:</p> <p style="text-align: center;">INFINITY INSURANCE CO C/O LEA & NIVINSKUS 134 W. WILSHIRE AVE. FULLERTON, CA. 92832 CV09-01874 *ABT* 13 ROBUCK</p>	<p style="text-align: center;">COMPLETE THIS SECTION ON DELIVERY</p> <p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee <i>[Signature]</i></p> <p>B. Received by (Printed Name) <input type="checkbox"/> Agent <input type="checkbox"/> Addressee C. Date of Delivery <i>12/21/09</i></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>2. Article Number (Transfer from service label)</p> <p style="text-align: center;">7009 1680 0000 9032 2010</p> <p>PS Form 3811, February 2004</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

<p>SENDER: COMPLETE THIS SECTION</p> <ul style="list-style-type: none"> 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. <p>1. Article Addressed to:</p> <p style="text-align: center;">CARRINGTON MORTGAGE SERVICES LLC. ATTN: TONYA OSBORNE 10500 KINCAID DR. STE 400 FISHERS, IN. 46037-9764 CV09-01874 *ABT* 13 ROBUCK</p>	<p style="text-align: center;">COMPLETE THIS SECTION ON DELIVERY</p> <p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee <i>[Signature]</i></p> <p>B. Received by (Printed Name) <input type="checkbox"/> Agent <input type="checkbox"/> Addressee C. Date of Delivery <i>12/21/09</i></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>2. Article Number (Transfer from service label)</p> <p style="text-align: center;">7009 1680 0000 9032 1990</p> <p>PS Form 3811, February 2004</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

NOTICE LIST

Subject Property: 39095 Avenida Bonita, Murrieta
Case No.: CV 09-01874; APN: 929-230-004; District 1

COMPLETE THIS SECTION ON DELIVERY

A. Signature Ramon Brito Agent Addressee

B. Received by (Printed Name) Ramon Brito C. Date of Delivery 12-16-09

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

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

4. Restricted Delivery? (Extra Fee) Yes No

7009 1680 0000 9032 2089 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

1. Article Addressed to:
 STATE OF CALIFORNIA
 FRANCHISE TAX BOARD
 SPECIAL PROCEDURE SECTION
 P O BOX 2952
 SACRAMENTO, CA. 95812
 CV09-01874 *ABT* 13 ROBUCK

2. Article Number (Transfer from service label)
 PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY

A. Signature Morales Jolis Agent Addressee

B. Received by (Printed Name) Morales Jolis C. Date of Delivery 12-16-09

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

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

4. Restricted Delivery? (Extra Fee) Yes No

7009 1680 0000 9032 2096 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

1. Article Addressed to:
 ATLANTIC & PACIFIC FORECLOSURE
 SERVICE INC
 1610 E. SAINT ANDREW PL. SUITE 150F
 SANTA ANA, CA. 92705
 CV09-01874 *ABT* 13 ROBUCK

2. Article Number (Transfer from service label)
 PS Form 3811, February 2004

SENDER: COMPLETE THIS SECTION

1. Article Addressed to:
 ENCORE CREDIT
 1833 ALTON PARKWAY
 IRVINE, CA. 92606
 CV09-01874 *ABT* 13 ROBUCK

2. Article Number (Transfer from service label)
 PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY

A. Signature Carol Woods Agent Addressee

B. Received by (Printed Name) Carol Woods C. Date of Delivery 12-16

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

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

4. Restricted Delivery? (Extra Fee) Yes No

7009 1680 0000 9032 2058 102595-02-M-1540

NOTICE LIST

Subject Property: 39095 Avenida Bonita, Murrieta
Case No.: CV 09-01874; APN: 929-230-004; District 1

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:

MERS
P O BOX 2026
FLINT, MI 48501
CV09-01874 *ABT* 13 ROBUCK

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent
 Addressee
Blaine K. Grant
 B. Received by (Printed Name) DEC 23 2009
Blaine K Grant
 C. Date of Delivery
 D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type Express Mail
 Return Receipt for Merchandise
 Certified Mail Registered Insured Mail C.O.D.
 4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label)
PS Form 3811, February 2004

7009 1680 0000 9032 2034

Domestic Return Receipt

102595-02-M-1540

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:

COAST ASSESSMENT SERVICE CO
P O BOX 972
GANDEN GROVE, CA. 92842
CV09-01874 *ABT* 13 ROBUCK

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent
 Addressee
 [Signature]
 B. Received by (Printed Name) 12/16/09
D.S. MORRIS
 C. Date of Delivery
 D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type Express Mail
 Return Receipt for Merchandise
 Certified Mail Registered Insured Mail C.O.D.
 4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label)
PS Form 3811, February 2004

7009 1680 0000 9032 2027

Domestic Return Receipt

102595-02-M-1540

1 **PROOF OF SERVICE**

2 Case Nos. CV09-01874

3 STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

4 I, Yadira Oseguera, declare that I am a citizen of the United States and am employed in the County of
5 Riverside, over the age of 18 years and not a party to the within action or proceeding; that my
6 business address is 3535 Tenth Street, Suite 300, Riverside, California 92501-3674.

7 That on December 15, 2009 I served the following document(s):

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

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

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

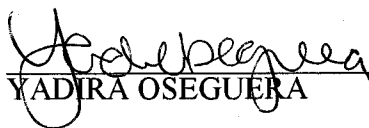
14 XX **BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED.** I am "readily familiar"
15 with the office's practice of collection and processing correspondence for mailing. Under that
16 practice it would be deposited with the U.S. Postal Service on that same day with postage
17 thereon fully prepaid at Riverside,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

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

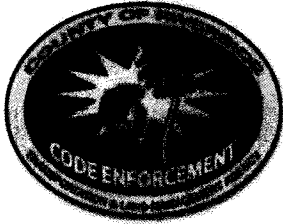
20 XX **STATE - I declare under penalty of perjury under the laws of the State of California that the**
21 **above is true and correct.**

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

24 **EXECUTED ON December 15, 2009 at Riverside, California.**

25 
26 **YADIRA OSEGUERA**

27
28



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

John Boyd
DIRECTOR

AFFIDAVIT OF POSTING OF NOTICES

Case No.: CV09-01874

I, Brett Farlow , hereby declare:

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

County of Riverside
Code Enforcement Department
117 South Langstaff Street
Lake Elsinore, Ca, 92530

2. That on 12/17/09 at 1330 Hours., I securely and conspicuously posted a **Continuation Notice To Correct County Ordinance Violations and Abate Public Nuisance** at the property described as:

Property Address: 39095 Avenida Bonita, Murrieta

Assessor's Parcel Number: 929-230-004

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

Executed on 12/18/09 at Lake Elsinore, California.

CODE ENFORCEMENT DEPARTMENT

By: B. Farlow
Brett Farlow , Code Enforcement Officer

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



9.1

9:30 a.m. being the time set for public hearing on the recommendation from County Counsel/Code Enforcement regarding the Abatement of Public Nuisance [Grading without permit] Case No. CV 09-01874 located at 39095 Avenida Bonita, Murrieta, 1st District, the Chairman called the matter for hearing.

Julie Jarvi, Deputy County Counsel asked the item be continued.

Robert Mabee spoke on the matter.

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

Roll Call:

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

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on _____ December 1, 2009 _____ of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors
Dated: December 1, 2009
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

(seal)

By:  Deputy

AGENDA NO.

9.1

xc: Co. Co., CED, Prop. Owner, CØB

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

3 IN RE ABATEMENT OF PUBLIC NUISANCE) CASE NO. CV 09-01874
4 [GRADING WITHOUT PERMITS] APN: 929-)
5 230-004, 39095 AVENIDA BONITA,)
6 MURRIETA, COUNTY OF RIVERSIDE, STATE) DECLARATION OF OFFICER
7 OF CALIFORNIA; RICHARD M. ROBUCK AND) BRETT FARLOW
8 JOANN ROBUCK, OWNERS.) [R.C.O. Nos. 457 (RCC Title 15) and 725
9) (RCC Title 1) and Board of Supervisors Policy
10) F-6]

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

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

17 2. On March 18, 2009, I conducted an initial inspection of the real property described as the
18 39095 Avenida Bonita, Murrieta, Riverside County, California and further described as Assessor's
19 Parcel Number 929-230-004 (hereinafter referred to as "THE PROPERTY"). A true and correct copy of
20 a Thomas Brothers map indicating the location of THE PROPERTY is attached hereto as Exhibit "A"
21 and incorporated herein by reference.

22 3. A review of County records and documents disclosed that THE PROPERTY is owned by
23 Richard M. Robuck and Joann Robuck (hereinafter referred to as "OWNERS"). A certified copy of the
24 County Equalized Assessment Roll for the year 2007-2008 and a copy of the County Geographic
25 Information System ("GIS") report is attached hereto and incorporated herein by reference as
26 Exhibit "B." THE PROPERTY is approximately 5.04 acres and is located within the R-A-5 (Residential
27 Agricultural – 5 Acre Minimum) zone classification.

28 4. Based upon the Lot Book Reports issued by RZ Title Service on March 18, 2009 and
updated on August 11, 2009, it is determined that other parties potentially hold a legal interest in THE
PROPERTY, to-wit: Atlantic & Pacific Foreclosure Services, LLC, Fidelity National Title Insurance
Company, State of California Franchise Tax Board, Southern Pacific Funding Corporation, Encore
Credit, Coast Assessment Service Company and Infinity Insurance Company C/O Lea & Nivinskus and

1 MERS ("INTERESTED PARTIES"). True and correct copies of the Lot Book Reports are attached
2 hereto and incorporated herein as Exhibit "C."

3 5. On March 18, 2009, I arrived at THE PROPERTY for an initial inspection through an
4 open driveway access road wherein I observed stockpiles of dirt. I proceeded to the front door and was
5 met by a male who would not identify himself. I questioned the male regarding the stockpiled dirt and
6 he informed me that he could not grant me permission to remain on THE PROPERTY. I left and drove
7 to the neighbor directly west of THE PROPERTY at 39065 Avenida Bonita and met owner Pagliuso
8 who granted me permission to access his property to obtain photographs of the stockpiled dirt which was
9 plainly visible from the east portion of his parcel. I observed a large fill that had been pushed into an
10 existing pond. Using the pacing method, I paced the fill at 40' x 40' with an approximate depth of (10)
11 ten feet.

12 6. The total graded area measured approximately five hundred ninety-two (592) cubic yards.
13 I determined that THE PROPERTY constituted a public nuisance in violation of the provisions set forth
14 in Riverside County Ordinance ("RCO") No 457, Section 4, Subdivision (J)(2), as codified in Riverside
15 County Code ("RCC") Title 15. I posted a Notice of Violation (RCO No. 457) to THE PROPERTY.

16 7. A search of County records revealed that a grading permit had not been obtained for the
17 grading on THE PROPERTY.

18 8. On April 7, 2009, a Notice of Violation for Unapproved Grading with an Illegal Grading
19 Notification was sent to OWNERS and INTERESTED PARTIES via certified mail, return receipt
20 requested. The notice advised that the property owners were required to provide complete restoration or
21 remediation to THE PROPERTY affected by the unapproved grading. The notice further advises that
22 failure to bring THE PROPERTY into compliance will result in criminal, administrative, or civil action
23 being brought against the owners including penalties, restoration, or remediation of the illegal grading
24 by the County. In addition, the notice states RCO No. 457 allows for the Department of Building &
25 Safety to place a five year flag on the issuance of building permits and land use approvals for property
26 that has been graded without approval or permits.

27 ///

28 ///

1 9. On April 15, 2009, I spoke with OWNER on the telephone. I advised OWNER that a
2 restoration permit would be needed to come into compliance. OWNER further stated that he did not
3 receive the posted Notice of Violation and requested an additional copy.

4 10. On April 15, 2009, I posted a second Grading Notice Letter on THE PROPERTY.

5 11. On June 3, 2009 and August 8, 2009, I conducted follow-up inspections of THE
6 PROPERTY. I observed no improvement in the condition of THE PROPERTY which remained in
7 violation of RCO No. 457. Moreover, during the August 8, 2009 inspection, I observed sod dirt was
8 being placed into the fill area.

9 12. On June 18, 2009, I conducted another follow-up inspection of THE PROPERTY and
10 met with OWNER Joann Robuck who was living in an RV parked west of the primary dwelling. I asked
11 her if she was aware of the violations on THE PROPERTY and she stated that she was. She further
12 stated that the male that I met during my initial inspection was her husband, OWNER Richard Robuck,
13 who is a grading contractor and who placed the fill dirt in the pond with dirt from a job that he recently
14 completed.

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

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

19 15. Based upon my experience, knowledge and visual observations, it is my determination
20 that the conditions on THE PROPERTY are dangerous to the neighboring property owners and the
21 general public and is a public nuisance.

22 16. Based upon my experience, knowledge and visual observations, it is my determination
23 that the un-permitted grading on THE PROPERTY is in excess of fifty (50) cubic yards and was done
24 without a permit and is therefore in violation of Riverside County Ordinance No. 457 (RCC Title 15).
25 Under Riverside County Ordinance No. 725 (RCC Chapter 1.16), any condition caused, maintained or
26 permitted to exist in violation of any of the provisions of county land use ordinances, including
27 Riverside County Ordinance No. 457, is declared unlawful and a public nuisance that may be abated
28

1 consistent with the procedures provided for in Riverside County Ordinance No. 725, or in any other
2 manner provided by law.

3 17. A Notice of Non-Compliance was recorded in the Office of the County Recorder, County
4 of Riverside, State of California, on April 15, 2009 as Instrument Number 2009-0183444, a true and
5 correct copy of which is attached hereto and incorporated herein by reference as Exhibit "F".

6 18. A review of County records revealed no application for an assessment permit or grading
7 permit on file for THE PROPERTY.

8 19. A subsequent inspection on November 16, 2009 revealed that THE PROPERTY
9 remained in violation of RCO Nos. 457 (RCC Title 15) due to the grading without permits.

10 20. On November 5, 2009, the second notice – "Notice to Correct County Ordinance
11 Violations and Abate Public Nuisance" providing notification of the Board of Supervisors' hearing
12 scheduled for December 1, 2009, as required by Riverside County Ordinance No. 725, was mailed to
13 OWNERS and INTERESTED PARTIES by certified mail, return receipt requested and on November
14 16, 2009 was posted on THE PROPERTY. True and correct copies of the notice, returned receipt cards,
15 together with the proof of service, and the affidavit of posting of notices are attached hereto as Exhibit
16 "G" and incorporated herein by reference.

17 21. The complete restoration or remediation of THE PROPERTY affected by the unapproved
18 grading is required to bring THE PROPERTY into compliance with RCO No. 457 (RCC Title 15).

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

20 (a) the grading without permits on THE PROPERTY be deemed and declared a
21 public nuisance; and

22 (b) that a five year hold on the issuance of building permits and land use approvals be
23 placed on THE PROPERTY;

24 (c) the OWNERS or whoever has possession or control of THE PROPERTY be
25 required to completely restore or remediate the un-permitted grading on THE PROPERTY in
26 accordance with the provisions of all applicable County ordinances, including but not limited to RCO
27 No. 457 (RCC Title 15) within ninety days of the Board's Order to Abate Nuisance;


1 (d) that if THE PROPERTY is not restored or remediated within ninety days of the
2 Board's Order to Abate Nuisance, the County will retain a county approved contractor to reclaim THE
3 PROPERTY so as to prevent offsite drainage and slope erosion;

4 (e) that upon restoration of THE PROPERTY and payment of all abatement costs, the
5 five year hold on the issuance of building permits and land use approvals will be released; and

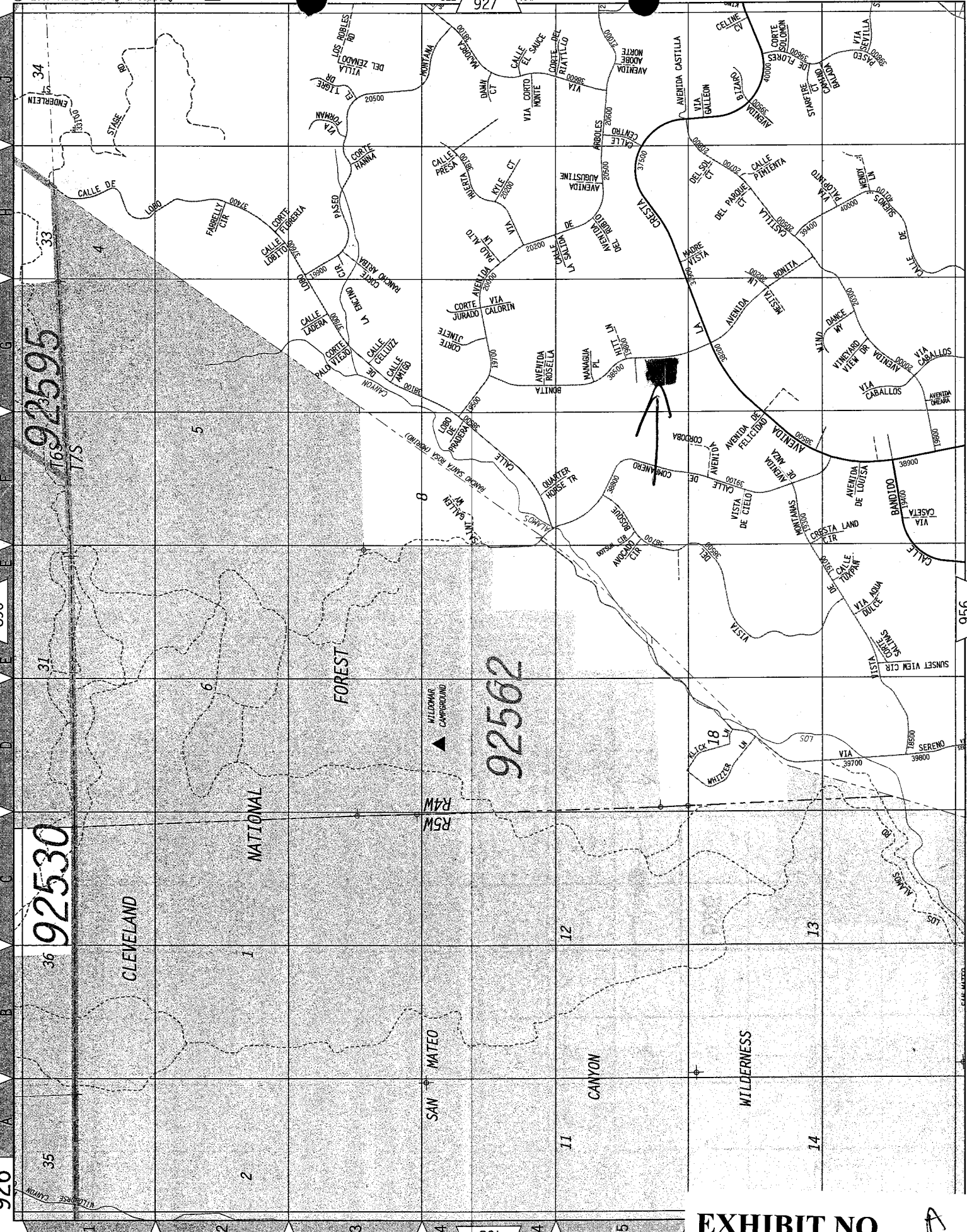
6 (f) that reasonable costs of abatement, after notice and opportunity for hearing, shall
7 be imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE
8 PROPERTY pursuant to Government Code Section 25845 and Riverside County Ordinance Nos. 457
9 and 725.

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

12 Executed this 16TH day of NOVEMBER, 2009 at LAKE ELSINORE California.

13
14 
15 BRETT FARLOW
16 Code Enforcement Officer
17 Code Enforcement Department
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5
DECLARATION OF CODE ENFORCEMENT OFFICER BRETT FARLOW



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

Assessment #929230004-3

Parcel # 929230004-3

Assessee:	ROBUCK RICHARD M	Land	92,991
Assessee:	ROBUCK JOANN	Structure	215,748
Mail Address:	39095 AVENIDA BONITA MURRIETA CA 92562	Full Value	308,739
Real Property Use Code:	R1	Total Net	308,739
Base Year	1998		
Conveyance Number:	0200741		
Conveyance (mm/yy):	3/2004		
TRA:	82-003		
Taxability Code:	0-00		
ID Data:	Lot 3 PM 046/020 PM 8560		
Situs Address:	39095 AVENIDA BONITA MURRIETA CA 92562		

View Parcel Map

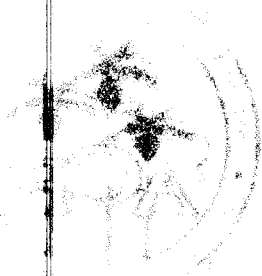
This must be in red to be a
"CERTIFIED COPY"

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

Larry W. Wan
Assessor - County Clerk - Recorder
County of Riverside, State of California
AUG 31 2009
Dated: _____



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



Faint, illegible text or markings, possibly a signature or address, located in the lower right quadrant of the page.

RIVERSIDE COUNTY GIS



Selected parcel(s):
929-230-004

"IMPORTANT"

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

FULL REPORT

APN(s):

929-230-004-3

OWNER NAME / ADDRESS:

- 929-230-004
RICHARD M ROBUCK
JOANN ROBUCK
39095 AVENIDA BONITA
MURRIETA, CA. 92562

MAIL TO NAME/ADDRESS:

- 929-230-004
- (SEE OWNER)
- 39095 AVENIDA BONITA
- MURRIETA CA.. 92562

APN CAME FROM:

- 929-230-004

- CAME FROM: 902-220-013

LOT SIZE: - 929-230-004
- RECORDED LOT SIZE IS: 5.04 ACRES

PROPERTY CHARACTERISTICS: - 1. 929-230-004
- WOOD FRAME, 1693 SQFT., 3 BDRM/ 2 BATH, 1 STORY, ATTACHED GARAGE(594 SQ. FT), CONST'D 1978, TILE ROOF, CENTRAL HEATING, CENTRAL COOLING,

ELEVATION (APPROXIMATE): - 2144/2148 FEET

LEGAL DESCRIPTION: - APN: 929230004
- RECORDED BOOK/PAGE: PM 46/20
- SUBDIVISION NAME: PM 8560
- LOT/PARCEL: 3, BLOCK: NOT AVAILABLE
- TRACT NUMBER: NOT AVAILABLE

BASE YEAR ASSESSMENT: - 929-230-004
- BASE YEAR: 1998

TOWNSHIP/RANGE: - T7SR4W SEC 17

CEMETERY DISTRICTS: - MURRIETA CEMETERY DISTRICT

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

COMMUNITY: - IN OR PARTIALLY WITHIN LA CRESTA. SEE MAP FOR MORE INFORMATION.

2001 SUPERVISORIAL DISTRICT: - BOB BUSTER, DISTRICT 1
as established by County Ordinance 813, August 14, 2001

AREA PLAN: - SOUTHWEST AREA

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

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

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

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

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

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

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

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

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

ZONING CLASSIFICATION(S) ORD. 348: Click [here](#) for zoning classifications.

- R-A-5

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

ZONING DISTRICT/AREA: - RANCHO CALIFORNIA AREA

OUTDOOR BILLBOARDS: - BILLBOARDS NOT PERMITTED BY ZONING

SPECIFIC PLAN: - NOT WITHIN A SPECIFIC PLAN

NOTE: Non-mapped Policy Area issues may exist on this parcel. Please contact the Planning Department at (951)955-3200 for more information.

MAPPED POLICY AREAS: - SANTA ROSA PLATEAU POLICY AREA

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

DEVELOPMENT AGREEMENT #: - NOT IN A DEVELOPMENT AGREEMENT AREA

REDEVELOPMENT AREAS: - NOT IN A REDEVELOPMENT AREA

AGRICULTURE PRESERVE: - NOT IN AN AGRICULTURE PRESERVE

AIRPORT INFLUENCE AREAS: - NOT IN AN AIRPORT INFLUENCE AREA

AIRPORT COMPATIBILITY ZONES: - NOT IN AN AIRPORT COMPATIBILITY ZONE

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

PLANNING CASE(S): - NO PLANNING CASES DESCRIPTION: NOT APPLICABLE
APPLIED DATE: NOT APPLICABLE STATUS: NOT APPLICABLE

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

2000 CENSUS TRACT: - 043224

1990 FARMLAND DESIGNATION: - NOT A IN FARMLAND DESIGNATION

2000 CENSUS DESIGNATION: - CENSUS DESIGNATION REPORT IS NOT AVAILABLE

INDIAN TRIBAL LANDS: - NOT IN A TRIBAL LAND

SCHOOL DISTRICT: - MURRIETA VALLEY UNIFIED

ROAD & BRIDGE DISTRICT: - SOUTHWEST AREA C

ROADBOOK PAGE: - 80A

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

CETAP CORRIDORS: - NOT IN A CETAP CORRIDOR.

CIRCULATION ELEMENT ULTIMATE RIGHT-OF-WAY ROADS: - NOT IN A CIRCULATION ELEMENT RIGHT-OF-WAY

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

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

WATER DISTRICT: - WESTERN MUNICIPAL WATER DISTRICT (WMWD)

FLOOD CONTROL DISTRICT: - RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

FLOOD PLAIN REVIEW: - NOT REQUIRED.

WATERSHED: - SAN JUAN

VEGETATION: - NON-NATIVE GRASSLAND
- RESIDENTIAL/URBAN/EXOTIC

SKR FEE AREA ORD. 663.10: - IN OR PARTIALLY WITHIN A FEE AREA. SEE MAP FOR MORE INFORMATION.

HANS/ERP PROJECT: - NONE

FAULT ZONE: - NOT IN A FAULT ZONE

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

LIQUEFACTION POTENTIAL: - MODERATE

SUBSIDENCE: - SUSCEPTIBLE

HIGH FIRE AREA ORD. 787: - IN HIGH FIRE AREA - Grading And Building Permit Applications Require Fire Dept Clearance Prior To Permit Issuance.

STATE RESPONSIBILITY AREAS: - STATE RESPONSIBILITY AREA

LIGHTING ORD. 655: - ZONE B, 29.70 MILES.

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

BUILDING PERMIT(S):
-BZ330965 DESCRIPTION: DWLG AND ATT GARAGE
APPLIED DATE: 07/24/2002 STATUS AS OF 08/11/2009: FINAL
-BFE000029 DESCRIPTION: 12'X48' HORSE COVER
APPLIED DATE: 12/11/2000 STATUS AS OF 08/11/2009: PAID
-BZ324120 DESCRIPTION: P/C DWLG & ATT GARG
APPLIED DATE: 02/07/2003 STATUS AS OF 08/11/2009: FINAL

CODE COMPLAINTS:
-SE0900549 ILLEGAL DUMPING
APPLIED DATE: Aug. 7, 2009 STATUS: INVESTIGATION
-CV0901874 GRADING WITHOUT PERMIT
APPLIED DATE: Mar. 17, 2009 STATUS: INVESTIGATION

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

TAX RATE AREAS:
- 082-003
• COUNTY FREE LIBRARY
• COUNTY STRUCTURE FIRE PROTECTION
• COUNTY WASTE RESOURCE MGMT DIST
• CSA 152
• ELS MURRIETA ANZA RESOURCE CONS
• ELSINORE AREA ELEM SCHOOL FUND
• FLOOD CONTROL ADMINISTRATION
• FLOOD CONTROL ZONE 7
• GENERAL
• GENERAL PURPOSE
• METRO WATER WEST 1302999
• MT SAN JACINTO JUNIOR COLLEGE
• MURRIETA CEMETERY
• MURRIETA UNIFIED
• MURRIETA UNIFIED B & I
• RANCHO CAL WTR SAN R DIV DEBT SV
• RIV CO REG PARK & OPEN SPACE
• RIV. CO. OFFICE OF EDUCATION
• VALLEY HEALTH SYSTEM HOSP DIST
• WESTERN MUN WATER 9TH FRINGE

SURFACE MINES: - NO SURFACE MINES

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

COMMUNITY FACILITY DISTRICTS: - NAME: NOT IN A COMMUNITY FACILITY DISTRICT

- DISTRICT NUMBER: NOT AVAILABLE

THOMAS BROS. MAPS PAGE/GRID:

- PAGE 926- GRID G5
- PAGE 926- GRID G6

SPECIAL NOTES:

- NO SPECIAL NOTES

REPORT PRINTED ON...Tue Aug 11 16:21:46 2009



John Boyd
DIRECTOR

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

CASES#: ^{CU09-} 01874 PROPERTY SITUS: 39095 AVENIDA BONITA

A.P.N.: 929-230-004 DRAWN ON (date) 7-16-09 DRAWN BY: BFARLOW

Provide North Arrow



REAR PROPERTY LINE

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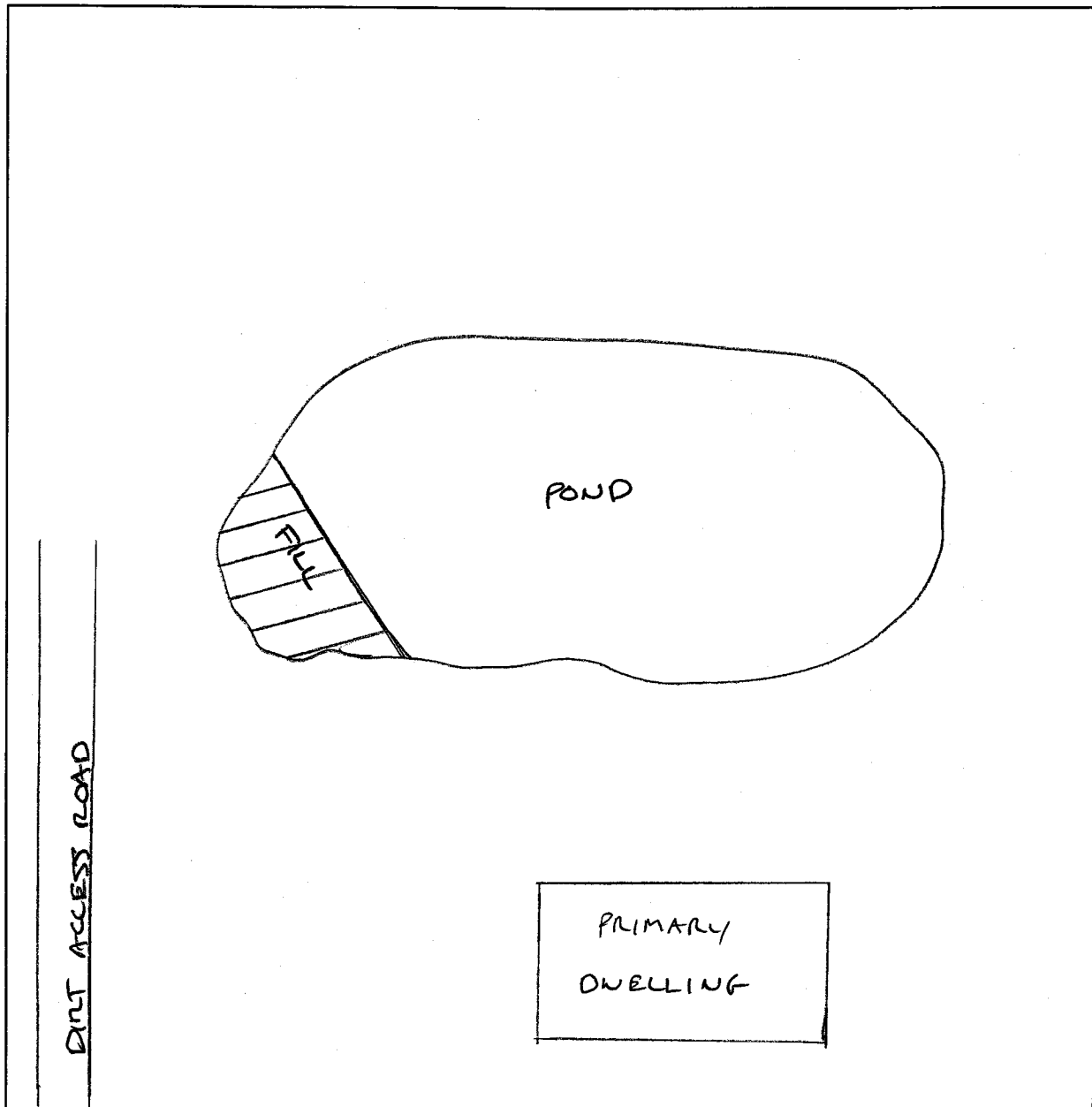
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NOT TO SCALE

FRONT PROPERTY LINE

SIT.05 –Code Enforcement 10.07

AVENIDA BONITA ST./AV./DR

EXHIBIT NO. D

PHOTOGRAPHIC EVIDENCE CASE NO. CV09-01874



PHOTO # 1 DATE: 08/08/09 TIME: 1000 AM TAKEN BY: BF # 21

Depicting fill area; sod dirt now being placed into fill _____

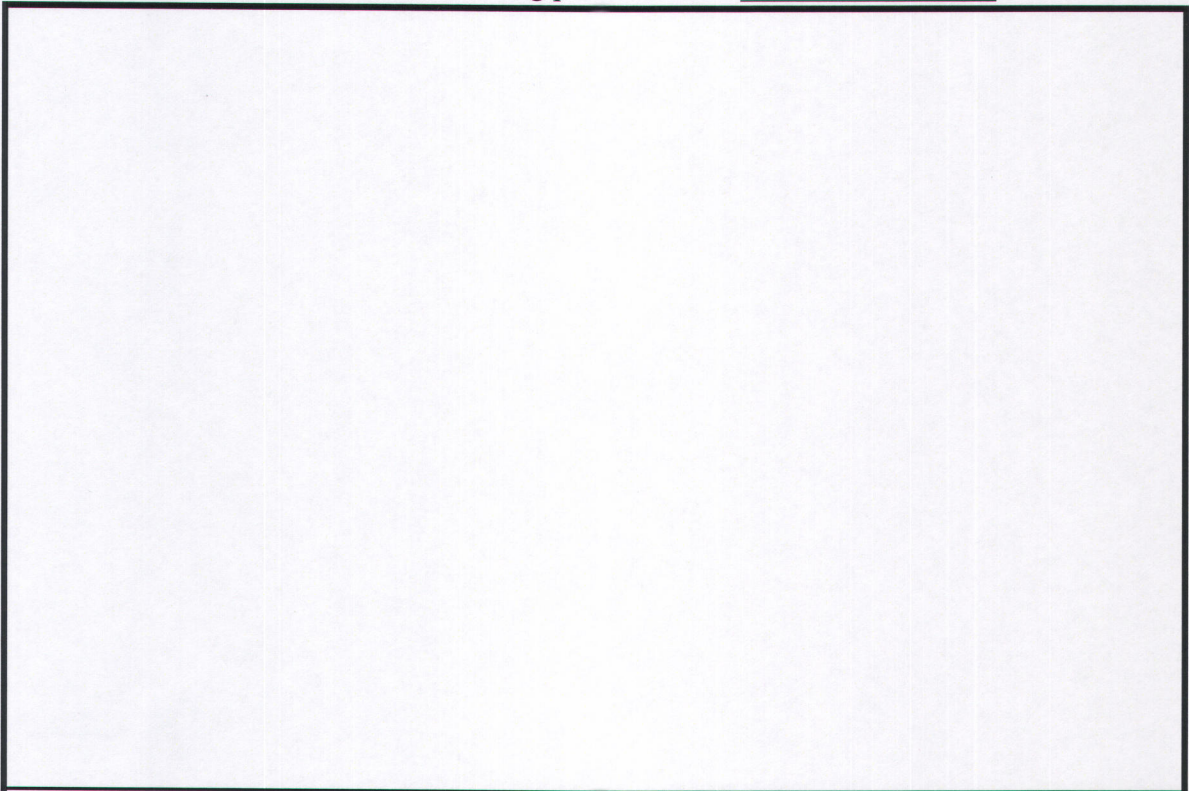


PHOTO # 2 DATE: _____ TIME: _____ AM/PM TAKEN BY: BF #21

EXHIBIT NO. DR

PHOTOGRAPHIC EVIDENCE CASE NO. CV09-01874



PHOTO # 1 DATE: 06/03/09 TIME: 1400 PM TAKEN BY: BF # 21

Depicting filled area on east portion of pond _____

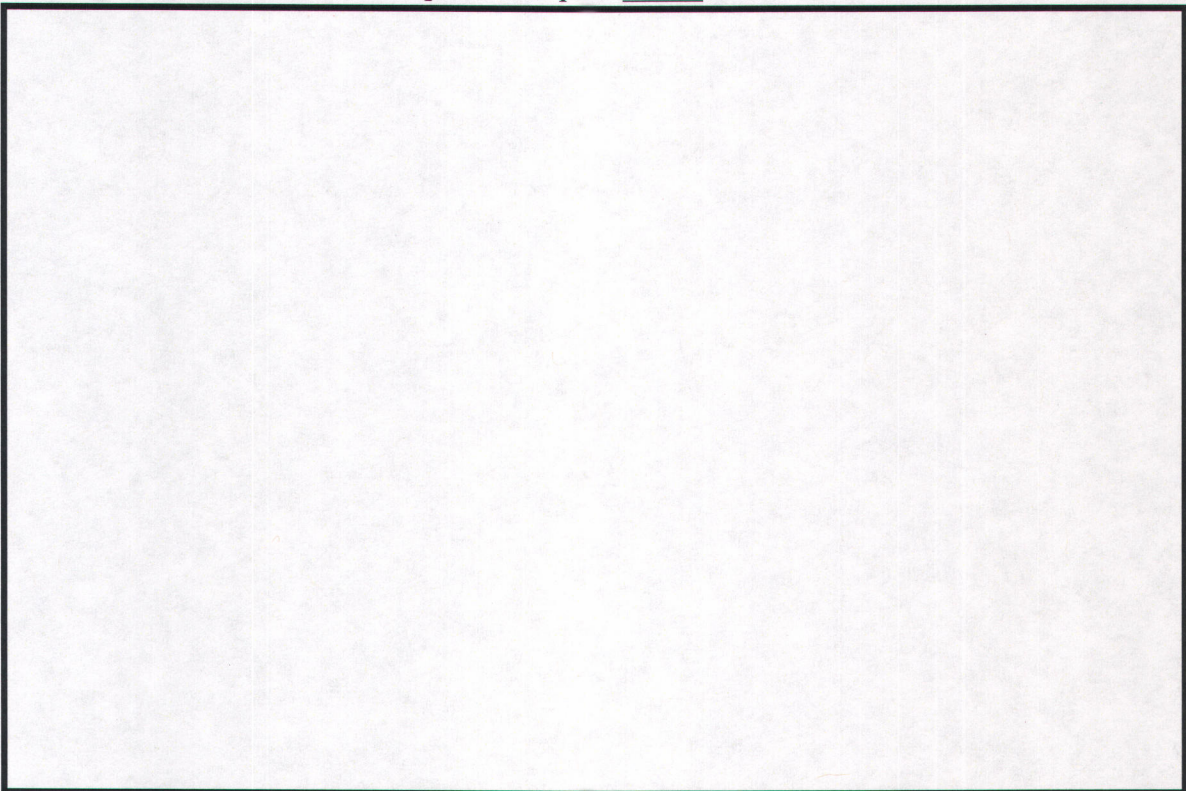


PHOTO # 2 DATE: _____ TIME: _____ AM/PM TAKEN BY: BF #21

EXHIBIT NO. D3

PHOTOGRAPHIC EVIDENCE CASE NO. CV09-01874



PHOTO # 1 DATE: 3/18/09 TIME: 1100 AM TAKEN BY: BF #21

Stockpiled dirt and contractor equipment _____



PHOTO # 2 DATE: 03/18/09 TIME: 1100 PM TAKEN BY: BF #21

Stockpiled dirt _____

EXHIBIT NO. D4

PHOTOGRAPHIC EVIDENCE CASE NO. CV08-



PHOTO # 3 DATE: 03/18/09 TIME: 1100 AM TAKEN BY: BF #21

Area of fill into existing pond; accumulated rubbish on top of fill _____



PHOTO # 4 DATE: 03/18/09 TIME: 1100 AM TAKEN BY: BF #21

Facing east; depicting fill area and associated debris _____

EXHIBIT NO. DS

PHOTOGRAPHIC EVIDENCE CASE NO. CV08-



PHOTO # 5 DATE: 03/18/09 TIME: 1100 AM TAKEN BY: BF # 21

Unknown male subject who denied access to property _____

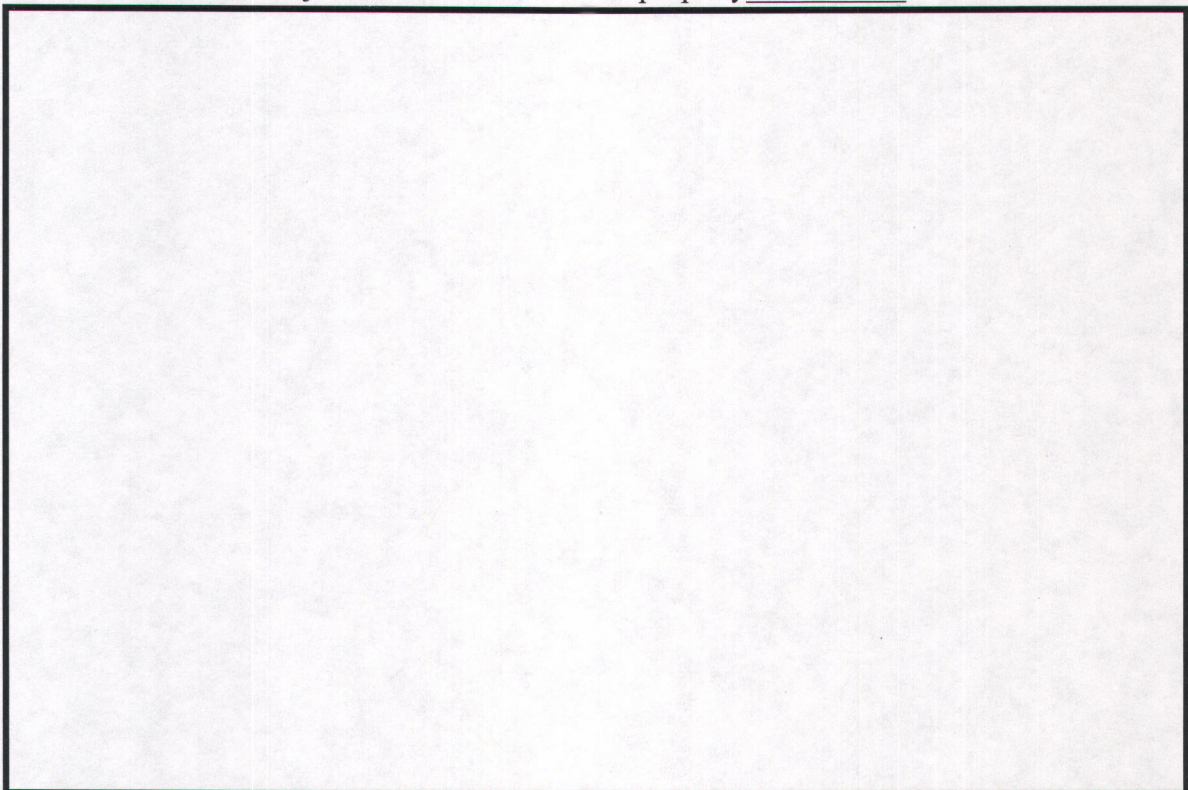


PHOTO # _____ DATE: 03/18/09 TIME: 1100 AM TAKEN BY: BF #21

EXHIBIT NO. 76



INVOICE

Order Number: 19622

Order Date: 8/11/2009

Customer Information:

Acct No. 1044

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

Attn: Brent Steele
REF: CV09-01874/Yadira Oseguera
IN RE: RICHARD M. ROBUCK & JOANN ROBUCK

Product and/or Service ordered for Property known as:

**39095 Avenida Bonita
Murrieta, CA 92562**

DESCRIPTION:	FEE:
Updated Lot Book	\$57.00
TOTAL DUE:	\$57.00

Payment due upon receipt. Please remit to:

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



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

Updated Lot Book

Customer:

RIVERSIDE COUNTY TLMA-CODE INFORCEMENT

4080 Lemon Street
 Riverside CA 92501

Attn: Brent Steele
 Reference: CV09-01874/Yadira Oseguera
 IN RE: RICHARD M. ROBUCK & JOANN ROBUCK

Order Number: **19622**

Order Date: 8/11/2009

Dated as of: 8/17/2009

County Name: Riverside

FEE(s):
 Report: \$57.00

Property Address: 39095 Avenida Bonita
 Murrieta CA 92562

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. : 929-230-004

Assessments:	Land Value:	\$91,168.00
	Improvement Value:	\$211,518.00
	Exemption Value:	\$0.00
	Total Value:	\$302,686.00

Property Taxes for the Fiscal Year	2008-2009
Total Annual Tax	\$4,208.76
Status: Paid through	PAID (PAID THRU 06/30/2009)

Notice of Default Recorded	04/22/2009
Document No.	2009-0198209

Assignment Dated	04/22/2009
Recorded	07/28/2009
Document No.	2009-0391627
Assigned to	HSBC Bank USA, National Association, Trustee for Carrington Mortgage Loan Trust, Series 2007-HEI Asset-Backed Pass-Through Certificates



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

Order Number: 19622
Reference: CV09-01874/Yadir

Substitution of Trustee Recorded	07/28/2009
Document No.	2009-0391628
Trustee	Atlantic & Pacific Foreclosure Services, LLC.
Notice of Trustee's Sale Recorded	07/28/2009
Document No.	2009-0391629
Date of Sale	08/14/2009
Notice of Non-Compliance filed by	County of Riverside Code Enforcement Department
In the matter of the property of	Richard M. & Joann Robuck
Case No.	CV09-02040
Recorded	04/07/2009
Document No.	2009-0167703
Notice of Non-Compliance filed by	County of Riverside Code Enforcement Department
In the matter of the property of	Richard M. & Joann Robuck
Case No.	CV09-02041
Recorded	04/15/2009
Document No.	2009-0183443
Notice of Non-Compliance filed by	County of Riverside Department of Code Enforcement
In the matter of the property of	Richard M. Robuck and Joann Robuck
Case No.	CV09-01874
Recorded	04/15/2009
Document No.	2009-0183444
A Notice of State Tax Lien Recorded	04/03/2009
Document No.	2009-0163132
Amount	\$6,786.77
Account No.	1104805892
Certificate No.	09079610007
Debtor	Richard M. Robuck
Creditor: State of California,	Franchise Tax Board

27mJ

RECORDING REQUESTED BY:

Glenn M. Perrell Atty @ law
WHEN RECORDED MAIL TO:
Atlantic & Pacific Foreclosure
Services, LLC
P.O. Box 16245
Irvine, California 92623-6245

DOC # 2009-0198209
04/22/2009 08:00A Fee:15.00
Page 1 of 2
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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TS No.: 09-02183 Loan No.: 7000000247

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

IMPORTANT NOTICE

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

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

This amount is \$18,399.24 as of 4/22/2009, and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

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

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor. To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact: Carrington Mortgage Services

C/O Atlantic & Pacific Foreclosure Services, LLC
P.O. Box 16245
Irvine, California 92623-6245
Phone: (888) 313-1969

15 C
G02

TS No.: 09-02183

Loan No.: 7000000247

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

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

NOTICE IS HEREBY GIVEN: That Atlantic & Pacific Foreclosure Services, LLC is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated 4/16/2007, executed by RICHARD M. ROBUCK and JOANN ROBUCK HUSBAND AND WIFE AS JOINT TENANTS, as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR ENCORE CREDIT, as beneficiary, recorded 4/25/2007, as Instrument No. 2007-0277233, in Book , Page , and rerecorded on -- as -- of Official Records in the Office of the Recorder of Riverside County, California describing land therein as: As more fully described on said Deed of Trust.

Including one NOTE(S) FOR THE ORIGINAL sum of \$552,000.00, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the undersigned; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

Installment of Principal and/or Interest plus impounds and/or advances which became due on 1/1/2009 plus late charges, and all subsequent installments of principal, interest, balloon payments, plus impounds and/or advances and late charges that become payable.

That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said duly appointed Trustee, a written Declaration of Default and Demand for same, and has deposited with said duly appointed Trustee, such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

The mortgagee, beneficiary, or authorized agent has fulfilled its obligation under California Civil Code Section 2923.5(a) by contacting the borrower either in person or by telephone to assess the borrower's financial situation and explore options to avoid foreclosure prior to 30 days of filing the Notice of Default. The borrower was advised of their right to a subsequent meeting within 14 days of the initial contact. In addition, the borrower was provided with the toll-free telephone number made available by the United States Department of Housing and Urban Development (HUD) to find a HUD-certified housing counseling agency.

Dated: 4/22/2009

Atlantic & Pacific Foreclosure Services, LLC by LSI Title Company, as agent

BY:  _____

as agent

Public Record

DOC # 2009-0391627
 07/28/2009 08:00A Fee: 12.00
 Page 1 of 1
 Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder



Requested and Prepared by: 1 ps
 Atlantic & Pacific Foreclosure Services, LLC

When Recorded Mail To:
 Atlantic & Pacific Foreclosure Services, LLC
 P.O. Box 16245
 Irvine, California 92623-6245

APN: 929-230-004-3
 090289099

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Loan No.: 7000000247 TS No: 09-02183

ASSIGNMENT OF DEED OF TRUST

12-

For Value Received, the undersigned corporation hereby grants, assigns, and transfers to:

HSBC Bank USA, National Association, Trustee for Carrington Mortgage Loan Trust, Series 2007-HE1 Asset-Backed Pass-Through Certificates

all beneficial interest under that certain Deed of Trust dated: 4/16/2007 executed by **RICHARD M. ROBUCK and JOANN ROBUCK HUSBAND AND WIFE AS JOINT TENANTS**, as Trustor(s), to **FIDELITY NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION**, as Trustee, and recorded as Instrument No. 2007-0277233, on 4/25/2007, in Book , Page and rerecorded on --- as --- of Official Records, in the office of the County Recorder of Riverside County, California together with the Promissory Note secured by said Deed of Trust and also all rights accrued or to accrue under said Deed of Trust.

Date: 4/22/2009

Mortgage Electronic Registration Systems, Inc.

TOM CROFT - Tom Croft
VICE PRESIDENT OF RE V.P OF REO

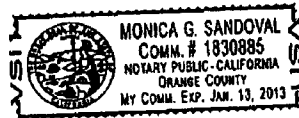
State of California } SS
 County of Orange }

On 4/22/2009 before me, Monica G. Sandoval NOTARY PUBLIC, personally appeared Tom Croft who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature (Seal)
 Monica G. Sandoval



monica G. Sandoval
 comm # 1830885
 mcs
 exp. 1/13/2013

RECORDING REQUESTED BY: *lps*

LPS Default Solutions

AND WHEN RECORDED MAIL TO:
 Atlantic & Pacific Foreclosure Services, LLC
 P.O. Box 16245
 Irvine, California 92623-6245
 TS No.: 09-02183 Loan No.: 7000000247
090289099



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SUBSTITUTION OF TRUSTEE

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WHEREAS, RICHARD M. ROBUCK and JOANN ROBUCK HUSBAND AND WIFE AS JOINT TENANTS was the original Trustor, FIDELITY NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION was the original Trustee, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR ENCORE CREDIT was the original Beneficiary under that certain Deed of Trust dated 4/16/2007 and recorded on 4/25/2007 as Instrument No. 2007-0277233, in book , page and rerecorded on — as — of Official Records of Riverside County, California, and

WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in place and instead of said original Trustee, or Successor Trustee, thereunder, in the manner in said Deed of Trust provided,

NOW, THEREFORE, the undersigned hereby substitutes Atlantic & Pacific Foreclosure Services, LLC, as Trustee under said Deed of Trust.

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

Dated: 4/22/2009

HSBC Bank USA, National Association, Trustee for
 Carrington Mortgage Loan Trust, Series 2007-HE1 Asset-
 Backed Pass-Through Certificates

Tom Croft
TOM CROFT
 VICE PRESIDENT OF REO
 Tom Croft vp. of REO

State of California } ss.
 County of Orange }

On 4/22/2009 before me, Monica G. Sandoval NOTARY PUBLIC, personally appeared Tom Croft who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal

Signature *Monica G. Sandoval* (Seal)
 Monica G. Sandoval



monica G. sandoval
 comm # 1830885
 exp. 1/13/2013

**AFFIDAVIT OF MAILING
FOR SUBSTITUTION OF TRUSTEE BY CODE**

TS No.: 09-02183

Trustor: **RICHARD M. ROBUCK and JOANN ROBUCK HUSBAND AND WIFE AS
JOINT TENANTS**

I, Tai Alailima, Foreclosure Manager declare: That I am an officer, agent or employee of
Atlantic & Pacific Foreclosure Services, LLC whose business address is:

P.O. Box 16245
Irvine, California 92623-6245

I am over the age of eighteen years; On 07/25/2009, by Certified and First Class mail, enclosed in a sealed envelope with postage fully prepaid, I deposited in the United States Mail, a copy of the attached Substitution of Trustee to the trustee of record under the Deed of Trust described in said Substitution, and;

A copy of the attached Substitution has been mailed prior to the recording thereof, in the manner provided in Section 2924(b) of the Civil Code of the State of California to all persons to whom a copy of the Notice of Default would be required to be mailed by the provisions of said section.

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

Date: 07/25/2009



Tai Alailima
Foreclosure Manager

DOC # 2009-0391629
 07/28/2009 08:00A Fee:15.00
 Page 1 of 2
 Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder

34
 RECORDING REQUESTED BY 195
 Atlantic & Pacific Foreclosure Services, LLC

AND WHEN RECORDED MAIL TO:
 Atlantic & Pacific Foreclosure Services, LLC
 P.O. Box 16245
 Irvine, California 92623-6245



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T.S. No.: 09-02183 Loan No.: 7000000247

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 4/16/2007. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

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A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state will be held by the duly appointed trustee as shown below, of all right, title, and interest conveyed to and now held by the trustee in the hereinafter described property under and pursuant to a Deed of Trust described below. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

BENEFICIARY MAY ELECT TO BID LESS THAN THE TOTAL AMOUNT DUE.

Trustor: **RICHARD M. ROBUCK and JOANN ROBUCK HUSBAND AND WIFE AS JOINT TENANTS**
 Duly Appointed Trustee: Atlantic & Pacific Foreclosure Services, LLC
 Recorded 4/25/2007 as Instrument No. 2007-0277233 in book , page and rerecorded on --- as --- of Official Records in the office of the Recorder of Riverside County, California,
 Date of Sale: 8/14/2009 at 10:00 AM
 Place of Sale: **At them Main Street entrance to the County Courthouse, 4050 Main Street, Riverside, California**
 Amount of unpaid balance and other charges: **\$593,944.64 (Estimated)**
 Street Address or other common designation of real property: **39095 AVENIDA BONITA MURRIETA, CA 92562**
 A.P.N.: 929-230-004-3

The undersigned Trustee disclaims any liability for any incorrectness of the street address or other common designation, if any, shown above. If no street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale.

Pursuant to California Civil Code §2923.54 the undersigned, on behalf of the beneficiary, loan servicer or authorized agent, declares as follows:

The mortgage loan servicer has obtained from the commissioner a Final Order of exemption pursuant to Section 2923.53 that is current and valid on the date the notice of sale is filed; and The timeframe for giving notice of sale specified in subdivision (a) of Section 2923.52 does not apply pursuant to Section 2923.52 or 2923.55.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only.

THIS NOTICE IS SENT FOR THE PURPOSE OF COLLECTING A DEBT. THIS FIRM IS ATTEMPTING TO COLLECT A DEBT ON BEHALF OF THE HOLDER AND OWNER OF THE NOTE. ANY INFORMATION OBTAINED BY OR PROVIDED TO THIS FIRM OR THE CREDITOR WILL BE USED FOR THAT PURPOSE.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

Date: 07/25/2009

Atlantic & Pacific Foreclosure Services, LLC
1610 E. Saint Andrew Pl., Suite 150F
Santa Ana, CA 92705
Automated Sale Information: 714-730-2727 or
www.lpsasap.com
for NON-SALE information: 888-313-1969



Tai Alailima, Foreclosure Manager

Public Record

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

DOC # 2009-0167703
 04/07/2009 08:00A Fee:NC
 Page 1 of 1
 Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder



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NOTICE OF NONCOMPLIANCE

In the matter of the Property of
 RICHARD M. & JOANN ROBUCK

Case No. CV09-02040



NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No.541, (RCC Title 8.120.010) described as ACCUMULATED RUBBISH. Such Proceedings are based upon the noncompliance of such real property, located at 39095 AVENIDA BONITA, MURRIETA, CA, and more particularly described as Assessor's Parcel Number 929-230-004 and having a legal description of 5.04 ACRES GRS IN PAR 3 PM 046/020 PM 8560, Records of Riverside County, with the requirements of Ordinance No. 541 (RCC Title 8.120.010).

The owner has been advised to immediately correct the above-referenced violations to avoid further action by the County of Riverside which may include demolition, removal, razing, etc., to abate the public nuisance. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 117 S. Langstaff Street, Lake Elsinore, California, Attention Code Enforcement Officer Brett Farlow.

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 Britt Starkweather
 Britt Starkweather
 Code Enforcement Department

ACKNOWLEDGMENT

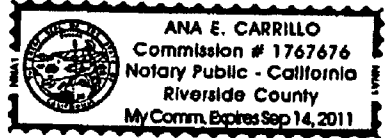
State of California)
 County of Riverside)

On 03/21/09 before me, Ana E. Carrillo, Notary Public, personally appeared Britt Starkweather, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

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



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

DOC # 2009-0183443

04/15/2009 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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NOTICE OF NONCOMPLIANCE

In the matter of the Property of
 RICHARD M. & JOANN ROBUCK

Case No. CV09-02041



NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No.348, (RCC Title 17.32.010) described as USE WITHOUT RIVERSIDE COUNTY PLANNING DEPARTMENT APPROVAL - CONTRACTORS STORAGE YARD. Such Proceedings are based upon the noncompliance of such real property, located at 39095 AVENIDA BONITA, MURRIETA, CA, and more particularly described as Assessor's Parcel Number 929-230-004 and having a legal description of 5.04 ACRES GRS IN PAR 3 PM 046/020 PM 8560, Records of Riverside County, with the requirements of Ordinance No. 348 (RCC Title 17.32.010).

The owner has been advised to immediately correct the above-referenced violations to avoid further action by the County of Riverside which may include demolition, removal, razing, etc., to abate the public nuisance. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 117 S. Langstaff Street, Lake Elsinore, California, Attention Code Enforcement Officer Brett Farlow.

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 Britt Starkweather
 Britt Starkweather
 Code Enforcement Department

ACKNOWLEDGMENT

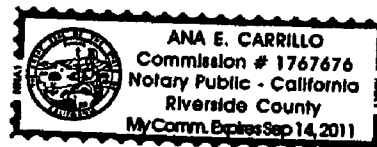
State of California)
 County of Riverside)

On 03/26/09 before me, Ana E. Carrillo, Notary Public, personally appeared Britt Starkweather, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~ they executed the same in his/~~her~~ their authorized capacity(ies), and that by his/~~her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

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



Public Record

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

DOC # 2009-0183444
 04/15/2009 08:00A Fee:NC
 Page 1 of 1
 Recorded in Official Records
 County of Riverside
 Larry U. Ward
 Assessor, County Clerk & Recorder



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NOTICE OF NONCOMPLIANCE for UNAPPROVED GRADING

In the matter of the Property of)

Case No.: CV09-01874



RICHARD M. ROBUCK)
 JOANN ROBUCK)

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 457 (RCC Title 15.12) described as grading without approval from the Department of Building and Safety. Such proceedings are based upon the noncompliance of such real property, located at 39095 AVENIDA BONITA, MURRIETA, CA and more particularly described as Assessment Parcel No. 929-230-004 and having a legal description of 5.04 ACRES GRS IN PAR 3 PM 046/020 PM 8560 3/NA with the requirements of Ordinance No.457, (RCC Title 15.12.020(J)(2)).

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, 117 S. Langstaff Street, Lake Elsinore, California, Attention Code Enforcement Officer Brett Farlow 951-245-3186.

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.

NOTICE OF FURTHER GIVEN that pursuant to Riverside County Ordinance 457.96 Section 4, Subdivision 3306.03 the Department of Building and Safety may place a five year hold on the issuance of related building permits and land use approvals for this property. Any property owner aggrieved by this decision has the right to appeal to the County of Riverside Board of Supervisors.

COUNTY OF RIVERSIDE
 DEPARTMENT OF CODE ENFORCEMENT

By: Brett Farlow
 Britt Starkweather
 Code Enforcement Division

ACKNOWLEDGEMENT

State of California)
 County of Riverside)

On 03/20/09 before me, Ana E. Carrillo, Notary Public, personally appeared Britt Starkweather who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

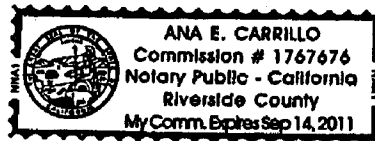
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

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



COPY



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 # 2009-0163132

04/03/2009 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

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062

FILED WITH: RIVERSIDE

CERTIFICATE NUMBER: 09079610007

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) : RICHARD M ROBUCK

FTB Account Number : 1104805892

Social Security Number(s) : XXX-XX-6042

Last Known Address : 39095 AVENIDA BONITA
: MURRIETA CA 92562-8902

For Taxable Years : 2006

TAX	PENALTY	INTEREST	COLLECTION FEES	PAYMENTS	ADJUSTMENTS	* TOTAL
\$3,890.00	\$1,945.00	\$816.77	\$135.00	\$0.00	\$0.00	\$6,786.77

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: 03/25/09

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 03-2008)

Public Record



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

Lot Book Report

Order Number: **18962**

Customer:

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

Order Date: 3/18/2009
Dated as of: 3/16/2009
County Name: Riverside

Attn: Brent Steele
Reference: CV09-01874/Angie Solis
IN RE: ROBUCK, RICHARD M.

FEE(s):
Report: \$120.00

Property Address: 39095 Avenida Bonita
Murrieta CA 92562

Assessor's Parcel No. : 929-230-004-3

Assessments:

Land Value:	\$91,168.00
Improvement Value:	\$211,518.00
Exemption Value:	\$0.00
Total Value:	\$302,686.00

Tax Information

Property Taxes for the Fiscal Year	2008-2009
First Installment	\$2,104.38
Penalty	\$0.00
Status	PAID (PAID THRU 01/31/2009)
Second Installment	\$2,104.38
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2009)



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

Order Number: 18962
Reference: CV09-01874/Angi

Property Vesting

The last recorded document transferring title of said property

Dated	11/12/1997
Recorded	11/14/1997
Document No.	419776
D.T.T.	\$273.90
Grantor	James J. Schwab and Carrie K. Schwab, Trustee of the Schwab Family 1993 Living Trust dated September 2, 1993
Grantee	Richard M. Robuck and Joann Robuck, husband and wife as joint tenants

Deeds of Trust

Position No.	1st
A Deed of Trust Dated	11/12/1997
Recorded	11/14/1997
Document No.	419777
Amount	\$186,750.00
Trustor	Richard M. Robuck and Joann Robuck, husband and wife as joint tenants
Trustee	First American Title Ins. Co.
Beneficiary	Southern Pacific Funding Corporation, a California corporation
Position No.	2nd
A Deed of Trust Dated	04/16/2007
Recorded	04/25/2007
Document No.	2007-0277233
Amount	\$552,000.00
Trustor	Richard M. Robuck and Joann Robuck, husband and wife as joint tenants
Trustee	Fidelity National Title Insurance Company, a California corporation



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

Order Number: 18962
Reference: CV09-01874/Angi

Beneficiary

Mortgage Electronic Registration Systems, Inc., acting
as a nominee for Encore Credit, a Delaware corporation

Additional Information

Notice of Delinquent Assessment Recorded	02/09/2009
Document No.	2009-0061670
Amount	\$1,490.20
Owner	Richard M. Robuck and Joann Robuck
Claimant	Associations Equity Management, Inc.
Abstract of Judgment Filed in the	Superior Court of California, County of Riverside, Central Riverside Division
Case No.	RIC455317
Recorded	01/31/2008
Document No.	2008-0050186
Amount	\$7,989.97
Debtor	Richard Robuck
Creditor	Infinity Insurance Company
A Notice of State Tax Lien Recorded	05/27/2008
Document No.	2008-0285844
Amount	\$10,137.01
Account No.	1104805892
Certificate No.	08128332659
Debtor	Richard M. Robuck
Creditor: State of California,	Franchise Tax Board

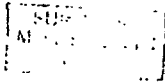
Legal Description

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

PARCEL 3, AS SHOWN BY PARCEL MAP 8560, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ON
FILE IN BOOK 46 PAGE 20 AND 21, OF PARCEL MAPS, RECORDS OF SAID COUNTY.

Order No 2073913
Escrow No 2088
Loan No Recording Requested Rv

WHEN RECORDED MAIL TO
MRS. ROBUC
19095 Avenida...
M...



419776

RECEIVED FOR RECORD
AT 2:00 O'CLOCK

NOV 14 1997

Recorded in Official Records
of Riverside County, California

Recorder

Fees \$ 6

PAID
Doc. Transfer Tax
Riv. Co. Recorder

419776

11 14 97

RIVERSIDE

DOCUMENTARY TRANSFER TAX \$ 273.90

SPACE ABOVE THIS LINE FOR RECORDER'S USE

XX Computed on the consideration or value of property conveyed OR
Computed on the consideration or value less liens or encumbrances
remaining at time of sale

THE UNDERSIGNED GRANTOR HEREBY DECLARES
Signature of Declarant or Agent determining tax Firm Name

AP#929-230-004-3

GRANT DEED

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

JAMES J. SCHWAB AND CARRIE K. SCHWAB, TRUSTEES OF THE SCHWAB FAMILY 1993 LIVING TRUST
DATED SEPTEMBER 2, 1993

herby GRANT(S) to

RICHARD M. ROBUCK AND JOANN ROBUCK, HUSBAND AND WIFE AS JOINT TENANTS

the real property in the City of UNINCORPORATED AREA
County of RIVERSIDE

State of California, described as

PARCEL 3, AS SHOWN BY PARCEL MAP 8560, ON FILE IN BOOK 46 PAGE 20 AND 21, OF PARCEL MAPS,
RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Dated NOVEMBER 12, 1997

STATE OF CALIFORNIA)
COUNTY OF Riverside)

James J. Schwab
James J. Schwab
Carrie K. Schwab
Carrie K. Schwab

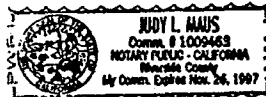
On November 12, 1997 before me.

Judy L. Mauis
Judy L. Mauis, Notary
personally appeared JAMES J. SCHWAB
and CARRIE K. SCHWAB

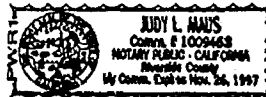
personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies) and that by his/her/their signa-
ture(s) on the 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 *Judy L. Mauis*



This area for official notarial seal.



MAIL TAX STATEMENTS TO SAME AS ABOVE

'002 1 94:

Public Record

First American Title Insurance Company
When Recorded Call 1-800-
SOUTHERN PACIFIC FUNDING CORPORATION
1 CENTERPOINT DRIVE 1500
LAKE OSWEGO, OR 97035

419777

RECEIVED FOR RECORD
AT 2:00 O'CLOCK

NOV 14 1997

Recorded in Official Records
of Riverside County, California
Recorder
Fees \$ 27

Title Order No.: 2073913
Escrow No.: 2088-J
LOAN #: 0803307575

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on NOVEMBER 12, 1997.
RICHARD M. ROBUCK AND JOANN ROBUCK, HUSBAND AND WIFE AS JOINT TENANTS

The trustor is

("Borrower")

The trustee is FIRST AMERICAN TITLE INS CO

("Trustee")

The beneficiary is SOUTHERN PACIFIC FUNDING CORPORATION, A CALIFORNIA CORPORATION

which is organized and existing under the laws of THE STATE OF CALIFORNIA and whose address is 6800 INDIANA AVENUE, #110, RIVERSIDE, CA 92506

Borrower owes Lender the principal sum of ONE HUNDRED EIGHTY SIX THOUSAND SEVEN HUNDRED FIFTY AND NO/100 ***** Dollars (U.S. \$186,750.00) 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 DECEMBER 1, 2027. This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note, (b) the payment of all other sums, with interest, advanced under paragraph 7 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 this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in RIVERSIDE County, California

PARCEL 3, AS SHOWN BY PARCEL MAP 8560, ON FILE IN BOOK 46 PAGE 20 AND 21, OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

AP #: 929-230-004-3

which has the address of 39095 AVENIDA BONITA, MURRIETA

California 92562 ("Property Address")

CALIFORNIA Single Family FNVLA/FHLMC1 NIFORM INSTRUMENT
AMP 6R(CA)9212) 61 Form 3005 990 Amended 8-91 CA/DEED 405 Page 1 of 6 CAVDEED

[Street, City]
Initials: [Signature]

5-1-07-7-7-7

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RIVERSIDE

5-11-07 11 14 97

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RIVERSIDE

LOAN #: 0803307575

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

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

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

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

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("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, (e) yearly mortgage insurance premiums, if any, and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. 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 21, 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.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note, second, to amounts payable under paragraph 2, third, to interest due, fourth, to principal due, and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

5. **Hazard or 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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage.

Initials: *[Signature]*

LOAN #: 0803307575

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 to 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.

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

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

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

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

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. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) 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, and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no

Initials: *[Signature]*

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RIVERSIDE

LOAN #: 0803307575

acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may 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 in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, 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.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

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

21. **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 paragraph 17 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 paragraph 21, 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.

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

23. **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.

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

Initials: 

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RIVERSIDE

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LOAN #: 0803307575

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

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

[Check applicable boxes]

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

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

Richard M. Robuck
RICHARD M. ROBUCK

Joann Robuck
JOANN ROBUCK

11 14 97

State of California }
County of Riverside } ss.

On November 12, 1997 before me, Judy L. Maus, A Notary
personally appeared RICHARD M. ROBUCK and JOANN ROBUCK

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/his 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



Judy L. Maus (Seal)

RIVERSIDE

LOAN #: 0803307575

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 12TH day of NOVEMBER, 1997 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to SOUTHERN PACIFIC FUNDING CORPORATION, A CALIFORNIA CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at 39095 AVENIDA BONITA MURRIETA, CA 92562

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration")

The Property is a part of a planned unit development known as LA CRESTA

(the "PUD") The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration, (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association, and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property, and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned

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RIVERSIDE

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RIVERSIDE

LOAN #: 0803307575

and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

Richard M. Robuck
RICHARD M. ROBUCK

Joann Robuck
JOANN ROBUCK

RECORDING REQUESTED BY:
LandAmerica Commonwealth Title

DOC # 2007-0277233
04/25/2007 08:00A Fee:81.00
Page 1 of 25
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

Recording Requested By:
ENCORE CREDIT



And After Recording Return To:
ENCORE CREDIT
1833 ALTON PARKWAY
IRVINE, CALIFORNIA 92606
Loan Number: 402693

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DEED OF TRUST

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MIN: 100386199994026930

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 APRIL 16, 2007, together with all Riders to this document.
- (B) "Borrower" is RICHARD M. ROBUCK AND JOANN ROBUCK, HUSBAND AND WIFE, AS JOINT TENANTS.

Borrower is the trustor under this Security Instrument.

- (C) "Lender" is ENCORE CREDIT

Lender is a DELAWARE CORPORATION organized and existing under the laws of DELAWARE
Lender's address is 1833 ALTON PARKWAY, IRVINE, CALIFORNIA 92606

- (D) "Trustee" is FIDELITY NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION 17911 VAN KARMAN AVENUE, #300, IRVINE, CALIFORNIA 92614

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

- (F) "Note" means the promissory note signed by Borrower and dated APRIL 16, 2007. The Note states that Borrower owes Lender FIVE HUNDRED FIFTY-TWO THOUSAND AND 00/100 Dollars (U.S. \$ 552,000.00) plus interest.

Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MAY 1, 2037

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

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

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

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

PREPAYMENT RIDER TO SECURITY INST

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

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

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

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

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

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

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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's

covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

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

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N. : 929-230-004-3

which currently has the address of 39095 AVENIDA BONITA
[Street]

MURRIETA, California 92562 ("Property Address"):
[City] [Zip Code]

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances 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

CALIFORNIA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT - MERS
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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. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground 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.

Bank JK

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

Bank JK

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.

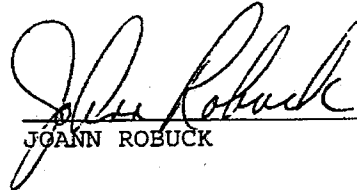
24. **Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall 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.

RWR *JK*

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.


RICHARD M. ROBUCK (Seal)
-Borrower


JOANN ROBUCK (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Witness:

Witness:

CALIFORNIA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT - MERS
Form 3005 01/01 (02/01/07) Page 13 of 14

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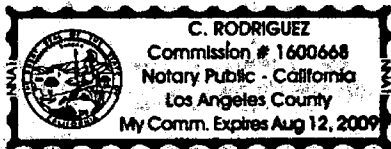
State of California)
County of Riverside) ss.

On 4/17/07 before me, Cynthia Rodriguez, Notary Public

personally appeared RICHARD M. ROBUCK AND JOANN ROBUCK

~~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.



C. Rodriguez
NOTARY SIGNATURE

C. Rodriguez
(Typed Name of Notary)

NOTARY SEAL

GOVERNMENT CODE 27361.7

I certify under penalty that the Notary Seal on the document to which this statement is attached read as follows:

NAME OF THE NOTARY: C. Rodriguez

DATE COMMISSION EXPIRES: 8-12-09

COUNTY WHERE BOND IS FILED: Los Angeles

COMMISSION NUMBER: 1600668

VENDOR NUMBER: NNA1

I certify under penalty of perjury and the laws of the State of California that the illegible portion of this document to which this statement is attached reads as follows:

PLACE OF EXECUTION Irvine, Ca.

DATE 4-20-07

SIGNATURE



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

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 3 of Parcel Map 8560, as per map recorded in Book 46, page(s) 20 and 21, of Parcel Maps, in the office of the County Recorder of said County.

Assessor's Parcel Number: **929-230-004-3**

Loan Number: 402693

BALLOON RIDER

THIS BALLOON RIDER is made this 16th day of APRIL, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note (the "Note") to ENCORE CREDIT

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

39095 AVENIDA BONITA, MURRIETA, CALIFORNIA 92562

The interest rate stated on the Note is called the "Note Rate". The date of the Note is called the "Note Date". I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. This loan is payable in full at the "Maturity Date". The Maturity date is MAY 1, 2037. You must repay the entire principal balance of the loan and unpaid interest then due. The Lender is under no obligation to refinance the loan at that time. You will, therefore, be required to make payment out of other assets that you may own, or you will have to find a lender which may be the Lender you have this loan with, willing to lend you the money. If you refinance this loan at maturity, you may have to pay some or all of the closing costs normally associated with a new loan even if you obtain the refinancing from the same Lender.
2. The second paragraph of Section 4(c) of the Adjustable Rate Rider, is hereby amended by deleting in its entirety and replacing it with the following:

The Note Holder will then determine the amount of the monthly payments that would be sufficient to repay the then unpaid principal balance that I am expected to owe at the Change Date in full over the remaining amortization period of my loan at my new interest rate in substantially equal payments.

The result of this calculation will then determine the amount of the monthly payment. I understand that the amortization period of my loan is 40 years from the date my first payment is due and that I will have a final balloon payment due on the Maturity Date.

BALLOON RIDER
07/14/06

Page 1 of 2

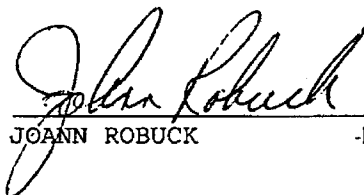
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Addendum.


RICHARD M. ROBUCK (Seal)
-Borrower


JOANN ROBUCK (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

MIN: 100386199994026930

Loan Number: 402693

ADJUSTABLE RATE RIDER
(LIBOR Six-Month Index (As Published In *The Wall Street Journal*)
- Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 16th day of APRIL, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to ENCORE CREDIT, A DELAWARE CORPORATION

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

39095 AVENIDA BONITA, MURRIETA, CALIFORNIA 92562

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE 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 10.325%. 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 MAY, 2009, 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 six 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 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.

MULTISTATE ADJUSTABLE RATE RIDER--LIBOR SIX-MONTH INDEX
(AS PUBLISHED IN *THE WALL STREET JOURNAL*)
Single Family--Fannie Mae MODIFIED INSTRUMENT
Form 3138 1/01

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(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding FIVE AND 500/1000 percentage points (5.500 %) 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 13.325 % or less than 10.325 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE AND 000/1000

percentage points (1.000 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 16.325 %. My interest rate will never be less than 10.325%.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

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

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

assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

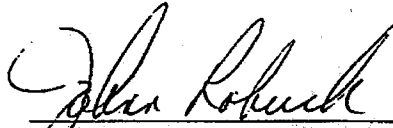
To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements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

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

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



RICHARD M. ROBUCK (Seal)
-Borrower



JOANN ROBUCK (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Loan Number: 402693

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 16th day of APRIL, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to ENCORE CREDIT, A DELAWARE CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

39095 AVENIDA BONITA, MURRIETA, CALIFORNIA 92562

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD

(the "Declaration"). The Property is a part of a planned unit development known as

LA CRESTA

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and 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, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

MULTISTATE PUD RIDER--Single Family
Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3150 1/01

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What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

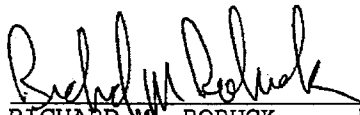
C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

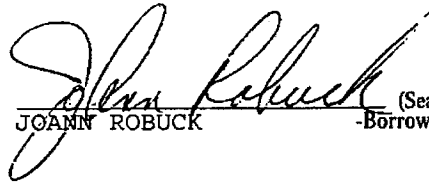
D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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


RICHARD M. ROBUCK (Seal)
-Borrower


JOANN ROBUCK (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

MULTISTATE PUD RIDER--Single Family
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PREPAYMENT RIDER

Loan Number: 402693

Date: APRIL 16, 2007

Borrower(s): RICHARD M. ROBUCK , JOANN ROBUCK

FOR VALUE RECEIVED, the undersigned ("Borrower") agree(s) that the following provisions shall be incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed of even date herewith (the "Security Instrument") executed by Borrower, as trustor or mortgagor, in favor of ENCORE CREDIT, A DELAWARE CORPORATION

("Lender"), as beneficiary or mortgagee. To the extent that the provisions of this Prepayment Rider (the "Rider") are inconsistent with the provisions of the Security Instrument, the provisions of the Rider shall prevail over and shall supersede any such inconsistent provisions of the Security Instrument.

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

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under the Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes.

If the Note provides for changes in the interest rate, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

If within TWENTY-FOUR (24) months from the date of execution of the Security Instrument I make a full Prepayment or, in certain cases a partial Prepayment, and the total of such Prepayment(s) in any 12-month period exceeds TWENTY PERCENT

(20.000 %) of the original Principal amount of this loan, I will pay a Prepayment charge in an amount equal to the payment of SIX (6) months' advance interest on the amount by which the total of my Prepayment(s) within that 12-month period exceeds TWENTY PERCENT (20.000 %) of the original Principal amount of the loan.

IN WITNESS WHEREOF, the Borrower has executed this Rider on the _____ day of _____

Richard M. Robuck 4-17-07
Borrower RICHARD M. ROBUCK Date

Joann Robuck 4-17-07
Borrower JOANN ROBUCK Date

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

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