

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

117B



FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
December 23, 2010

SUBJECT: Abatement of Public Nuisance [Grading Without a Permit]
Case No: CV 10-02200; (MUTH/WHITTENBURG)
Subject Property: 30260 Los Alamos Road, Murrieta; APN: 480-100-008
District: 3

RECOMMENDED MOTION: Move that:

1. The grading without permits on the real property located at 30260 Los Alamos Road, Murrieta, Riverside County, California, APN: 480-100-008 be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which prohibits grading of more than fifty (50) cubic yards without a grading permit.
2. That a five (5) year hold on the issuance of building permits and land use approvals be placed on the property.

(Continued)

L. Alexandra Fong
L. ALEXANDRA FONG, Deputy County Counsel
for PAMELA J. WALLS, County Counsel

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: *Jennifer L. Sargent*
Jennifer L. Sargent

County Executive Office Signature

- Consent
- Policy
- Consent
- Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: January 11, 2011
xc: Co. Co., CED, Prop. Owner

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

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

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

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

9.5

Abatement of Public Nuisance
Case No. CV 10-02200; (MUTH/WHITTENBURG)
30260 Los Alamos Road, Murrieta
District: 3
Page 2

3. Owners, Matthew David Muth and Jana Whittenburg, or whoever has possession and control of the subject real property, be directed to restore the unpermitted grading so as to prevent offsite drainage and slope erosion on the property within ninety (90) days.
4. If the owners or whoever has possession or control of the real property do not take the above described actions 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 Nos. 725.
6. That upon the restoration of the property, so as to prevent offsite drainage and slope erosion, 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.

BACKGROUND:

1. An inspection was made of the subject property by the Code Enforcement Officer on March 18, 2010. The inspection revealed fill dirt spread at the southeast side of the front yard of the property and deviated from the natural topography in violation of Riverside County Ordinance No. 457 (RCC Title 15). The Officer estimates that approximately one thousand, four hundred and forty (1,440) cubic yards of dirt has been graded. A search of Riverside County records indicates that no permit for grading has been obtained.
2. Follow-up inspections on July 9, 2010 and December 3, 2010, revealed that the property continues to be in violation of Riverside County Ordinance No. 457.
3. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for grading without a permit.

**BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE**

1
2
3 IN RE ABATEMENT OF PUBLIC NUISANCE) CASE NO. CV 10-02200
4 [GRADING WITHOUT PERMITS] APN: 480-)
5 100-008, 30260 LOS ALAMOS ROAD,) DECLARATION OF CODE
6 MURRIETA, COUNTY OF RIVERSIDE, STATE) ENFORCEMENT OFFICER
7 OF CALIFORNIA; MATTHEW DAVID MUTH,) JEANNIE CHAMBERLAIN
8 JANA WHITTENBURG, OWNERS.)
9) [R.C.O. Nos. 457 (RCC Title 15) and 725
10) (RCC Title 1) and Board of Supervisors Policy
11) F-6]
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9 I, Jeannie Chamberlain, declare that the facts set forth below are personally known to me except to
10 the extent that certain information is based on information and belief that I believe to be true, and if called
11 as a witness, I could and would competently testify thereto under oath:

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

15 2. On March 18, 2010, I conducted an initial inspection of the real property described as
16 30260 Los Alamos Road, Murrieta, Riverside County, California and further described as Assessor's
17 Parcel Number 480-100-008 (hereinafter referred to as "THE PROPERTY"). A true and correct copy of a
18 Thomas Brothers map indicating the location of THE PROPERTY is attached hereto as Exhibit "A" and
19 incorporated herein by reference.

20 3. A review of County records and documents disclosed that THE PROPERTY is owned by
21 Matthew David Muth and Jana Whittenburg, (hereinafter referred to as "OWNERS"). A certified copy of
22 the County Equalized Assessment Roll for the year 2009-2010 and a copy of the County Geographic
23 Information System ("GIS") report is attached hereto and incorporated herein by reference as Exhibit "B."

24 4. Based upon the Lot Book Report issued by RZ Title Service on May 13, 2010, it is
25 determined that other parties potentially hold a legal interest in THE PROPERTY, to-wit: Integrated Title,
26 Inc., Taylor Bean & Whitaker Mortgage Corp., and MERS ("INTERESTED PARTIES"). A true and
27 correct copy of the Lot Book Report is attached hereto and incorporated herein as Exhibit "C."

28 ///

JAN 11 2011 95

1 5. On March 18, 2010, Officer Jane Tate and I drove to THE PROPERTY to conduct an
2 initial inspection. We made contact with the OWNER, Matthew Muth who granted permission to inspect.
3 I observed grading/stockpiling without permits on THE PROPERTY. Using a measuring wheel, I
4 determined that the graded area measured one thousand, four hundred and forty (1,440) cubic yards. I
5 determined that THE PROPERTY constituted a public nuisance in violation of the provisions set forth in
6 Riverside County Ordinance (“RCO”) No 457, Section 4, Subdivision (J)(2), as codified in Riverside
7 County Code (“RCC”) Title 15 and issued Mr. Muth a Notice of Violation (RCO 457). Mr. Muth stated
8 that the dirt was being imported from the Murrieta School District project he is the grading contractor for.
9 Upon returning to the office I was advised by Supervising Code Enforcement Officer Hector Viray to hold
10 off sending the Notice of Violation until further notice, and that a BHR permit would not be required for
11 the violation but that submittal of a grading plan would be sufficient.

12 6. On March 30, 2010 I spoke with Mr. Muth and informed him that although a BHR permit
13 was not required to cure the violation, submittal of a grading plan would still be required.

14 7. On April 21, 2010, I phoned and spoke with Mr. Muth and informed him that the
15 Department of Building and Safety had not received anything from him or his engineer. I gave him until
16 April 30, 2010 to submit grading plans.

17 8. On May 19, 2010, a Notice of Violation for Unapproved Grading was sent to the
18 OWNERS via certified mail, return receipt requested. The notice advised that the property owners were
19 required to provide complete restoration or remediation to THE PROPERTY affected by the unapproved
20 grading. The notice further advises that failure to bring THE PROPERTY into compliance will result in
21 criminal, administrative, or civil action being brought against the owners including penalties, restoration,
22 or remediation of the illegal grading by the County. In addition, the notice states RCO No. 457 allows for
23 the Department of Building & Safety to place a five year flag on the issuance of building permits and land
24 use approvals for property that has been graded without approval or permits.

25 11. On July 9, 2010, I conducted a follow-up inspection of THE PROPERTY. No permits had
26 been acquired for the grading. I observed that THE PROPERTY remained in violation of RCO No. 457. I
27 observed that the dirt had been added to from the previous inspection and there was grading equipment
28 present on THE PROPERTY.

1 12. On July 12, 2010, a Notice of Violation for Unapproved Grading with an Illegal Grading
2 Notification was sent to the INTERESTED PARTIES via certified mail, return receipt requested.

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

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

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

10 16. Based upon my experience, knowledge and visual observations, it is my determination that
11 the grading on THE PROPERTY is in excess of fifty (50) cubic yards and was done without a permit and
12 is therefore in violation of Riverside County Ordinance No. 457 (RCC Title 15). Under Riverside County
13 Ordinance No. 725 (RCC Chapter 1.16), any condition caused, maintained or permitted to exist in
14 violation of any of the provisions of county land use ordinances, including Riverside County Ordinance
15 No. 457, is declared unlawful and a public nuisance that may be abated consistent with the procedures
16 provided for in Riverside County Ordinance No. 725, or in any other manner provided by law.

17 17. A Notice of Non-Compliance was recorded in the Office of the County Recorder, County
18 of Riverside, State of California, on June 1, 2010 as Instrument Number 2010-0251777, a true and correct
19 copy of which is attached hereto and incorporated herein by reference as Exhibit "F".

20 29. A review of County records revealed no application for an assessment permit or grading
21 permit on file for THE PROPERTY.

22 30. A subsequent inspection on December 3, 2010 revealed that THE PROPERTY remained in
23 violation of RCO Nos. 457 (RCC Title 15) due to the grading without permits.

24 31. On November 30, 2010, the second notice – "Notice to Correct County Ordinance
25 Violations and Abate Public Nuisance" providing notification of the Board of Supervisors' hearing
26 scheduled for January 11, 2011, as required by Riverside County Ordinance No. 725, was mailed to
27 OWNERS and INTERESTED PARTIES by certified mail, return receipt requested and on December 3,
28 2010 was posted on THE PROPERTY. True and correct copies of the notice, returned receipt cards,

1 together with the proof of service, and the affidavit of posting of notices are attached hereto as Exhibit
2 "G" and incorporated herein by reference.

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

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

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

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

10 (c) the OWNER or whoever has possession or control of THE PROPERTY be required
11 to restore the unpermitted grading on THE PROPERTY so as to prevent offsite drainage and slope erosion
12 in accordance with the provisions of all applicable County ordinances, including but not limited to RCO
13 No. 457 (RCC Title 15) within ninety days of the Board's Order to Abate Nuisance;

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

17 (e) that upon restoration of THE PROPERTY, so as to prevent offsite drainage and
18 slope erosion, and payment of all abatement costs, the five year hold on the issuance of building permits
19 and land use approvals will be released; and

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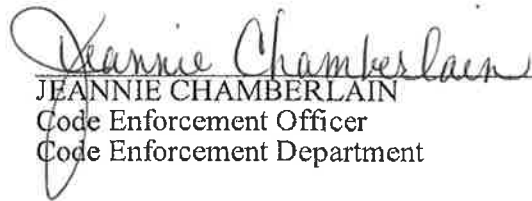
27 ///

28 ///

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

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

7 Executed this 3rd day of December, 2010 at Murrieta, California.

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9 
10 JEANNIE CHAMBERLAIN
11 Code Enforcement Officer
12 Code Enforcement Department
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26

898

SEE MAP 868

SEE MAP 897

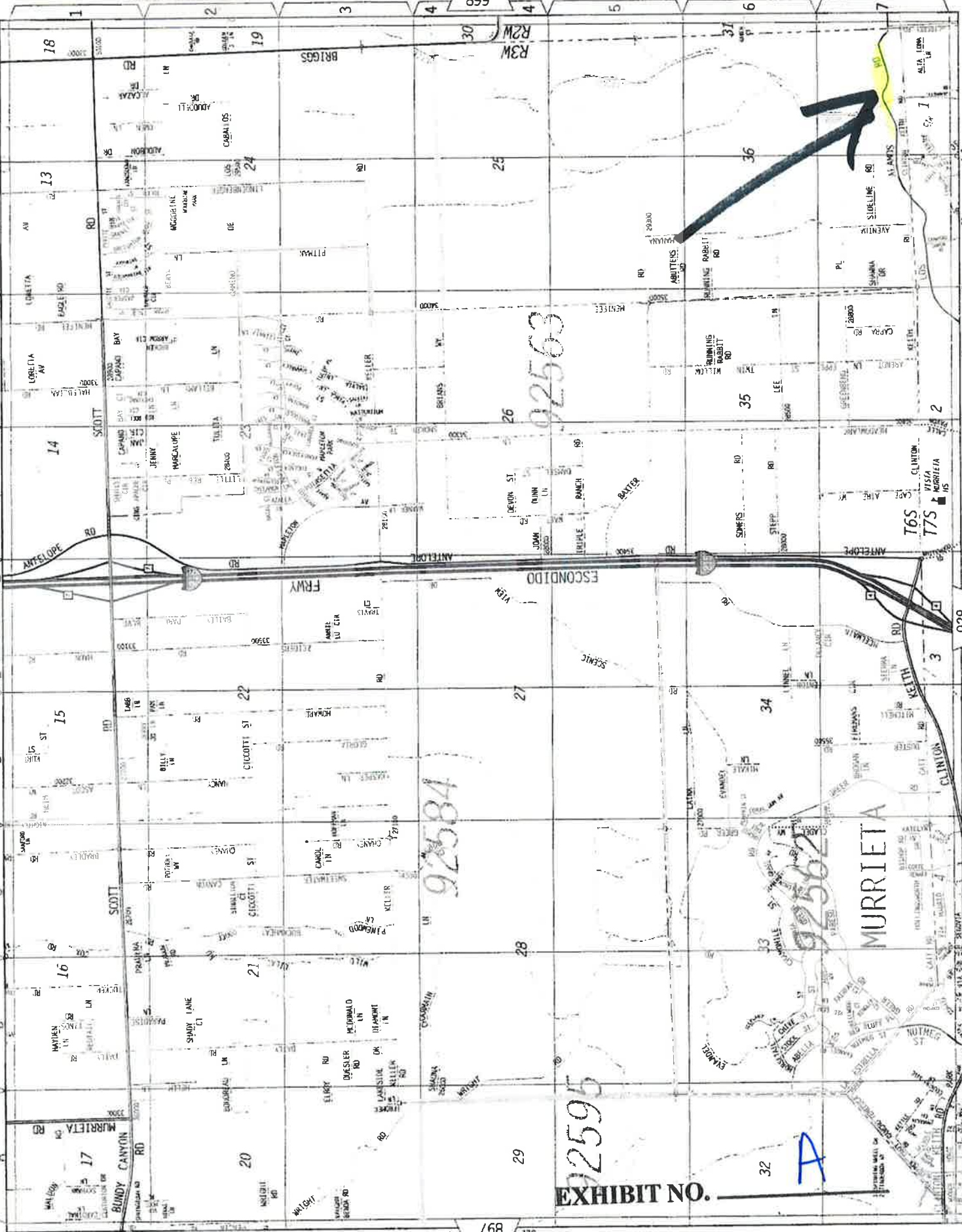


EXHIBIT NO.

MURRIETA

A

92584

92563

92595

92562



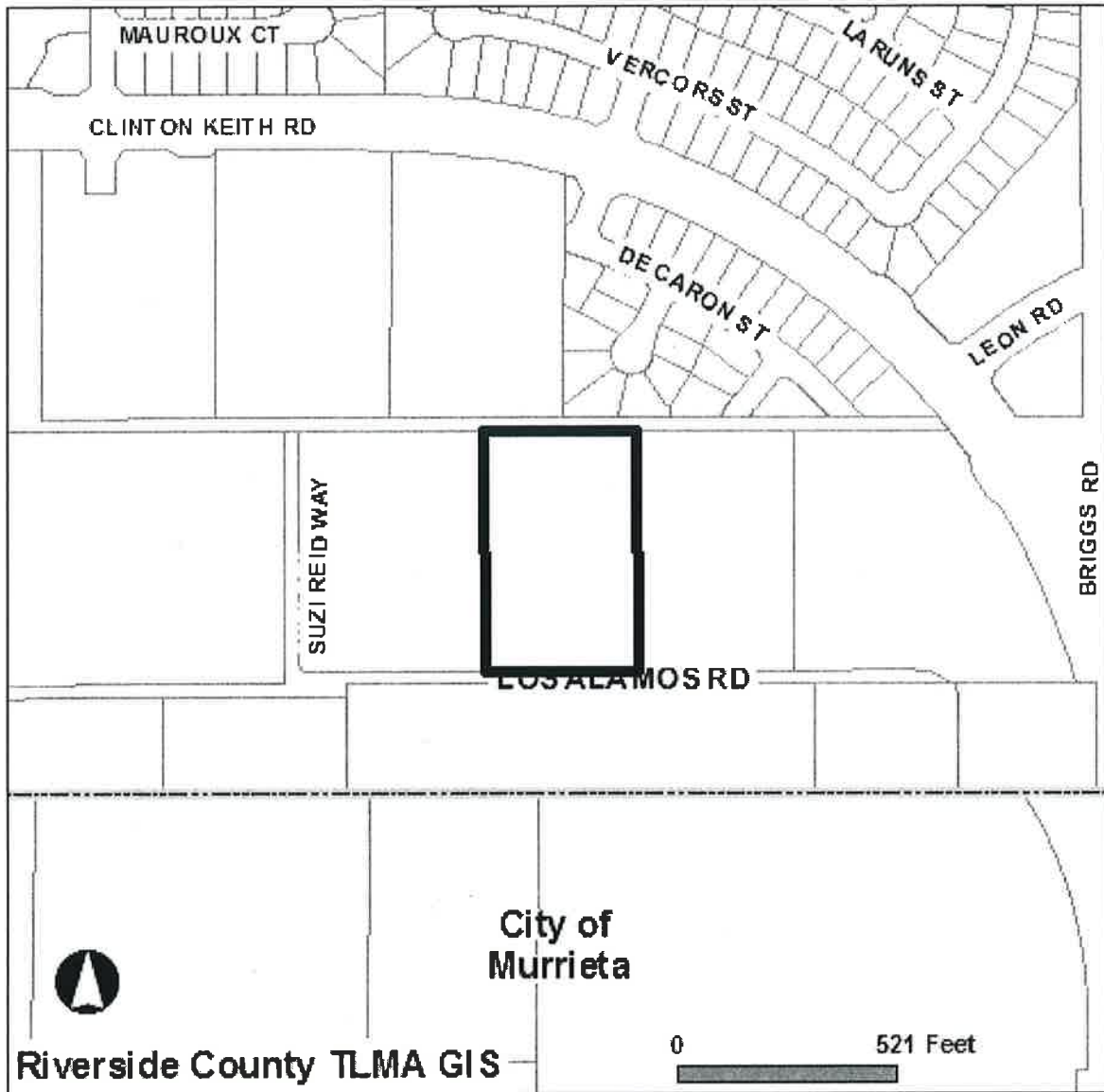
Assessment Roll For the 2010-2011 Tax Year as of January 1,2010

Assessment #480100008-5		Parcel # 480100008-5	
Assessee:	MUTH MATTHEW DAVID	Land	199,000
Assessee:	WHITTENBURG JANA	Structure	123,000
Mail Address:	30260 LOS ALAMOS RD MURRIETA CA 92563	Full Value	322,000
Real Property Use Code:	R1	Homeowners' Exemption	7,000
Base Year	2007	Total Net	315,000
Conveyance Number:	0761793		
Conveyance (mm/yy):	12/2007		
PUI:	R010012		
TRA:	82-056		
Taxability Code:	0-00		
Assessment Description:	1985 COMMODORE BROOKWOOD		
ID Data:	Lot 3 PM 122/002 PM 19797		
Situs Address:	30260 LOS ALAMOS RD MURRIETA CA 92563		

View Parcel Map

EXHIBIT NO. B

RIVERSIDE COUNTY GIS



Selected parcel(s):
480-100-008

IMPORTANT

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

STANDARD REPORT

APNs

480-100-008-5

OWNER NAME / ADDRESS

MATTHEW DAVID MUTH
JANA WHITTENBURG
30260 LOS ALAMOS RD
MURRIETA, CA. 92563

MAILING ADDRESS

(SEE OWNER)
30260 LOS ALAMOS RD
MURRIETA CA.. 92563

EXHIBIT NO.

B²

LEGAL DESCRIPTION

RECORDED BOOK/PAGE: PM 122/2
SUBDIVISION NAME: PM 19797
LOT/PARCEL: 3, BLOCK: NOT AVAILABLE
TRACT NUMBER: NOT AVAILABLE

LOT SIZE

RECORDED LOT SIZE IS 4.75 ACRES

PROPERTY CHARACTERISTICS

WOOD FRAME, 3037 SQFT., 3 BDRM/ 3 BATH, 1 STORY, CONST'D 2008 TILE, ROOF, CENTRAL HEATING, CENTRAL COOLING

THOMAS BROS. MAPS PAGE/GRID

PAGE: 699 GRID: A7

CITY BOUNDARY/SPHERE

NOT WITHIN A CITY
CITY SPHERE: MURRIETA
ANNEXATION DATE: APR. 26, 2007
LAFCO CASE #: 2006-19-1&3
NO PROPOSALS

MARCH JOINT POWERS AUTHORITY

NOT IN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY

INDIAN TRIBAL LAND

NOT IN A TRIBAL LAND

SUPERVISORIAL DISTRICT (ORD. 813)

JEFF STONE, DISTRICT 3

TOWNSHIP/RANGE

T6SR2W SEC 31

ELEVATION RANGE

1360/1372 FEET

PREVIOUS APN

467-230-033

PLANNING

LAND USE DESIGNATIONS

Zoning not consistent with the General Plan.
RR

AREA PLAN (RCIP)

SOUTHWEST AREA

GENERAL PLAN POLICY OVERLAYS

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

GENERAL PLAN POLICY AREAS

HIGHWAY 79 POLICY AREA

ZONING CLASSIFICATIONS (ORD. 348)

R-R

ZONING DISTRICTS AND ZONING AREAS

RANCHO CALIFORNIA AREA

ZONING OVERLAYS

NOT IN A ZONING OVERLAY

SPECIFIC PLANS

NOT WITHIN A SPECIFIC PLAN

AGRICULTURAL PRESERVE

NOT IN AN AGRICULTURAL PRESERVE

REDEVELOPMENT AREAS

NOT IN A REDEVELOPMENT AREA

AIRPORT INFLUENCE AREAS

FRENCH VALLEY

AIRPORT COMPATIBILITY ZONES
FRENCH VALLEY ZONE D

ENVIRONMENTAL

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

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

WRMSHCP (WESTERN RIVERSIDE COUNTY MULTI-SPECIES HABITAT CONSERVATION PLAN) CELL GROUP
Z

WRMSHCP CELL NUMBER
5570

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

VEGETATION (2005)
Agricultural Land
Developed/Disturbed Land

FIRE

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

FIRE RESPONSIBILITY AREA
STATE RESPONSIBILITY AREA

DEVELOPMENT FEES

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

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

ROAD & BRIDGE DISTRICT
SOUTHWEST AREA D

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

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

DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)
SOUTHWEST AREA

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

DEVELOPMENT AGREEMENTS
NOT IN A DEVELOPMENT AGREEMENT AREA

TRANSPORTATION

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

ROAD BOOK PAGE
121B

TRANSPORTATION AGREEMENTS
NOT IN A TRANSPORTATION AGREEMENT

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

HYDROLOGY

FLOOD PLAIN REVIEW

NOT REQUIRED.

WATER DISTRICT

EMWD

FLOOD CONTROL DISTRICT

RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

WATERSHED

SANTA MARGARITA

GEOLOGIC

FAULT ZONE

NOT IN A FAULT ZONE

FAULTS

NOT WITHIN A 1/2 MILE OF A FAULT

LIQUEFACTION POTENTIAL

NO POTENTIAL FOR LIQUEFACTION EXISTS

SUBSIDENCE

NOT IN A SUBSIDENCE AREA

PALEONTOLOGICAL SENSITIVITY

UNDETERMINED POTENTIAL.

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

MISCELLANEOUS

SCHOOL DISTRICT

MURRIETA VALLEY UNIFIED

COMMUNITIES

FRENCH VALLEY

COUNTY SERVICE AREA

NOT IN A COUNTY SERVICE AREA.

LIGHTING (ORD. 655)

ZONE B, 22.69 MILES FROM MT. PALOMAR OBSERVATORY

2000 CENSUS TRACT

043213

FARMLANDLOCAL IMPORTANCE
OTHER LANDS**TAX RATE AREAS**

082-056

- COUNTY FREE LIBRARY
- COUNTY STRUCTURE FIRE PROTECTION
- COUNTY WASTE RESOURCE MGMT DIST
- CSA 152
- EASTERN MUNICIPAL WATER
- ELS MURRIETA ANZA RESOURCE CONS
- ELSINORE AREA ELEM SCHOOL FUND
- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZONE 7
- GENERAL
- GENERAL PURPOSE
- METRO WATER EAST 1301999

- MT SAN JACINTO JUNIOR COLLEGE
- MURRIETA UNIFIED
- MURRIETA UNIFIED B & I
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- VALLEY HEALTH SYSTEM HOSP DIST
- VALLEY WIDE REC & PARK

SPECIAL NOTES

NO SPECIAL NOTES

CODE COMPLAINTS

Case #	Description	Start Date
CV1002200	NEIGHBORHOOD ENFORCEMENT	Mar. 18, 2010

REPORT PRINTED ON...Wed Sep 08 17:04:05 2010
Version 100412



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

Lot Book Report

Order Number: **21533**

Customer:

RIVERSIDE COUNTY TLMA-CODE INFORCEMENT

4080 Lemon Street

Riverside

CA 92501

Attn: Brent Steele

Reference: CV10-02200 / Lakesha Covington

IN RE: MUTH, MATTHEW DAVID

Order Date: 5/19/2010

Dated as of: 5/13/2010

County Name: Riverside

FEE(s):

Report: \$114.00

Property Address: 30260 Los Alamos

Murrieta

CA 92563

Assessor's Parcel No. : 480-100-008-5

Assessments:

Land Value:	\$644,640.00
Improvement Value:	\$396,070.00
Exemption Value:	\$7,000.00
Total Value:	\$1,033,710.00

Tax Information

Property Taxes for the Fiscal Year	2009-2010
Total Annual Tax	\$11,309.64
Status: Paid through	06/30/2010

Property Vesting

The last recorded document transferring title of said property

Dated 12/17/2007

Recorded 12/24/2007



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

Order Number: 21533

Reference: CV10-02200 / Lak

Document No.	2007-0761793
D.T.T.	\$0.00
Grantor	Matthew David Muth
Grantee	Matthew David Muth, a single man and Jana Whittienburg, a single woman as joint tenants

Deeds of Trust

Position No.	1st
A Deed of Trust Dated	07/21/2008
Recorded	07/25/2008
Document No.	2008-0409066
Amount	\$285,000.00
Trustor	Matthew David Muth, a single man and Jana Whittienburg, a single woman as joint tenants
Trustee	Integrated Title, Inc.
Beneficiary	Taylor, Bean & Whitaker Mortgage Corp.

Additional Information

NO JUDGMENTS AND/OR LIENS FOUND.

Legal Description

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

PARCEL 3 AND LETTERED LOT "D" OF PARCEL MAP NO. 19797, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 122, PAGES 2 AND 3 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ITC-SB

DOC # 2007-0761793

12/24/2007 08:00A Fee:27.00

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY
Investors Title Company
AND WHEN RECORDED MAIL TO

Name: Matthew David Muth
Street Address: 30260 Los Alamos Road
City, State Zip: Murrieta, CA 92563

Order No. 14195137-301-JK1



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			1						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
						T:	CTY	UNI	049

GRANT DEED

27-

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

City of MURRIETA

Conveyance Tax is \$0.00

Parcel No. 480-100-008-5 Tra: 082-056

Documentary Transfer Tax is \$0.00

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

T
049

Declarant or Agent Determining Tax

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

Matthew David Muth

hereby GRANT(s) to

Matthew David Muth, a single man and Jana Whittenburg, a single woman as joint tenants

the following real property in the city of MURRIETA

county of RIVERSIDE, state of California:

PARCEL 3 AND LETTERED LOT "D" OF PARCEL MAP NO. 19797, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 122, PAGES 2 AND 3 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Dated: December 17, 2007

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

} S.S.

Matthew David Muth
Matthew David Muth

On December 18, 2007 before me,

Lindsay Haster

a Notary Public, personally appeared Matthew David Muth

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



WITNESS my hand and official seal.

Signature: *Lindsay Haster*

(This area for official notorial seal)

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

Name Street Address City & State

Public Record

DOC # 2008-0409066
07/25/2008 08:00A Fee:47.00

Page 1 of 13
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



RECORDING REQUESTED BY
Taylor, Bean & Whitaker Mortgage Corp.

AND WHEN RECORDED MAIL TO
INTEGRATED TITLE, INC.

700 NORTH BRAND BLVD., #900

GLENDALE, CA
91203

14217551-138

480-100-008-5

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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 **July 21, 2008**, together with all Riders to this document.

(B) "Borrower" is **Matthew David Muth, asingle man and Jana Whittenburg, a single woman, as joint tenants**

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **Taylor, Bean & Whitaker Mortgage Corp.**
Lender is a **Florida Corporation** organized and existing under
the laws of **FL**. Lender's address is
1417 North Magnolia Ave, Ocala, FL 34475

(D) "Trustee" is **INTEGRATED TITLE, INC.**

(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 **July 21, 2008**. The Note states that Borrower owes Lender **Two Hundred Eighty Five Thousand and no/100** Dollars (U.S. **\$285,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **August 01, 2038**

CALIFORNIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3005 1/01

MERS
ITEM 9926L1 (013008)



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GreatDocs™
(Page 1 of 12)

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

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

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

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

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

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

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

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

(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
[Name of Recording Jurisdiction]

[Type of Recording Jurisdiction]

See Attached Exhibit A.

which currently has the address of

30260 Los Alamos Road
[Street]

Murrieta
[City]

, California

92563
[Zip Code]

("Property Address").

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

BORROWER COVENANTS that Borrower is lawfully 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, 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

CALIFORNIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3005 1/01

MERS
ITEM 9226L3 (01/2009)

GreatDocs™
(Page 3 of 12)

Public Record

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

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

CALIFORNIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3005 I/01

MERS
ITEM 0926L4 (013008)

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(Page 4 of 12)

Public Record

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

CALIFORNIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3005 1/01

MERS
ITEM 0026L6 (013008)

GreatDocs™
(Page 5 of 12)

Public Record

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

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

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

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

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

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

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

(b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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

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

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

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

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

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

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

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

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

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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

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

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this

Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

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

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

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this

Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to

CALIFORNIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3005 1/01

MERS
ITEM 0926L10 (01/30/08)

GreatDocs™
(Page 10 of 12)

Public Record

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.

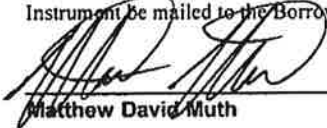

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 12 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to the Borrower at the address set forth above.

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

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

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

State of California)
County of Riverside)
On 7-21-08 before me, Theresa E. Lamka, Notary Public
personally appeared Matthew David Muth and Jana Whittenburg

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.

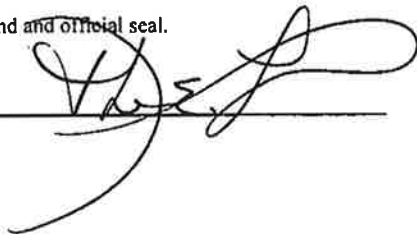
WITNESS my hand and official seal.
Signature: 

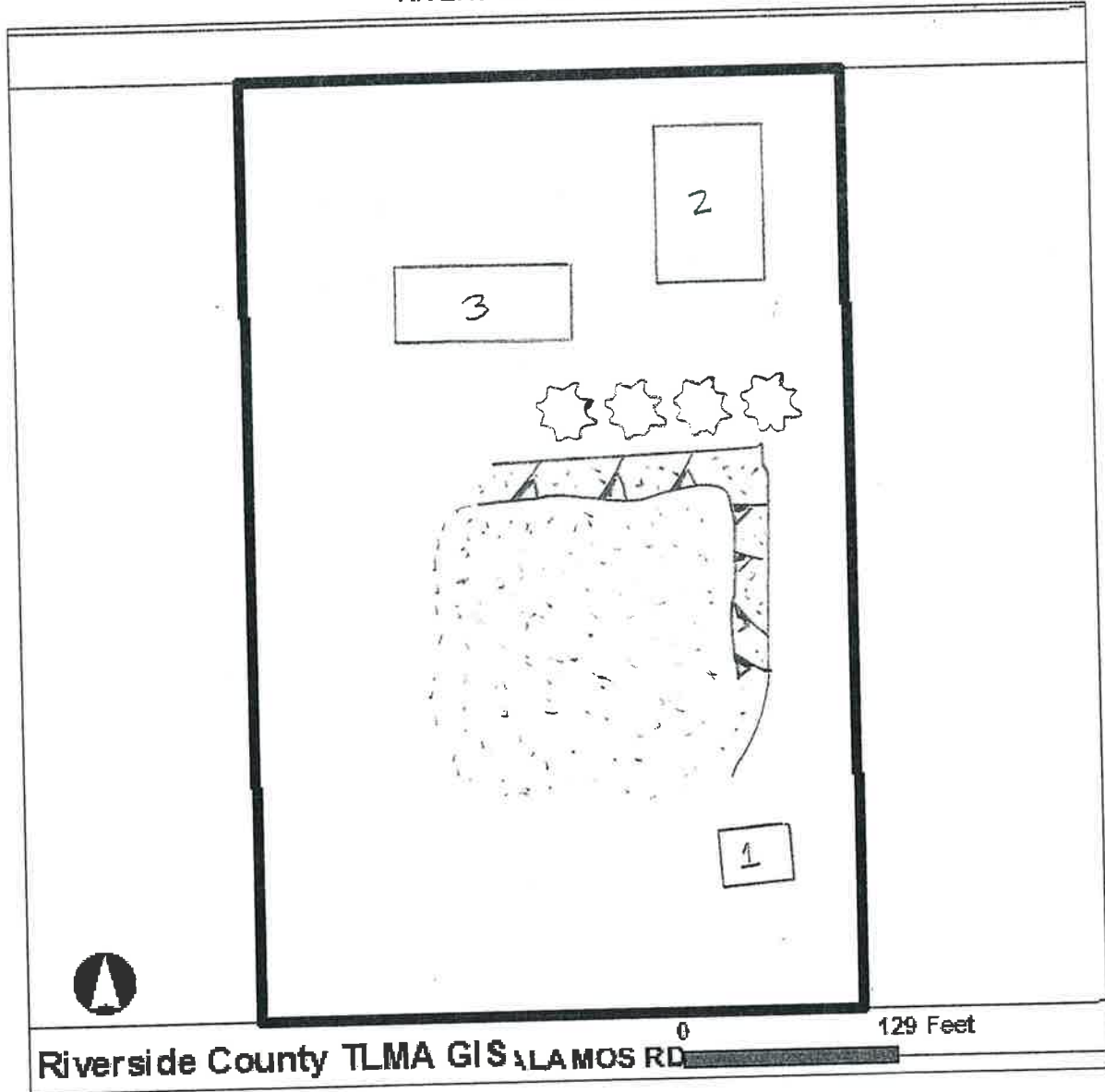


Exhibit "A"

Parcel 3 and Lettered Lot "D" of Parcel Map No. 19797, in the County of Riverside, State of California, as per map recorded in Book 122, Page(s) 2 and 3, of Maps, in the Office of the County Recorder of said County.

MUTH PROPERTY CV10-02200

RIVERSIDE COUNTY GIS









Selected parcel(s):
480-100-008

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

REPORT PRINTED ON...Sat Jun 19 11:49:19 2010
Version 100412

EXHIBIT NO. D

LEGEND

- 1)  = MOBILE HOME
- 2)  = DETACHED GARAGE
- 3)  = SINGLE FAMILY DWELLING
- 4)  = TREES
- 5)  = RAISED PAD ADDED WITH SLOPE
- 6)  = AREA DISTURBED/ADDED
108' L X 90' W X 4' H = 1440 CU. YD.



Dirt being dumped on property. J Chamberlain - 03/18/2010

EXHIBIT NO. D²



J Chamberlain - 03/18/2010

EXHIBIT NO. D³



J Chamberlain/Development of unpermitted pad - 03/18/2010

EXHIBIT NO. D⁴



View showing height of pile. J Chamberlain - 03/18/2010

EXHIBIT NO. D⁵



Another load of dirt to be dumped. PO informing driver to remove. J Chamberlain - 03/18/2010

EXHIBIT NO. D⁶



Officer Chamberlain showing height of piles of dirt. J Chamberlain - 03/18/2010

EXHIBIT NO. D⁷



J Chamberlain/Follow up, grading equipment present - 07/09/2010

EXHIBIT NO. D⁸



J Chamberlain/Area graded - 07/09/2010

EXHIBIT NO. D⁹



J Chamberlain/south side of pad - 07/09/2010

EXHIBIT NO. D¹⁰



J Chamberlain - 07/09/2010

EXHIBIT NO. D¹¹



**COUNTY OF RIVERSIDE
CODE ENFORCEMENT DEPARTMENT**

NOTICE OF VIOLATION

CASE No.: CV 10-02200

THE PROPERTY AT: 30260 Los Alamos Rd, Murrieta APN#: 480-100-008

WAS INSPECTED BY OFFICER: J Chamberlain ID#: 36 ON 3/18/2010 AT 3:01 am/pm

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

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

COMMENTS: STOCK PILE & GRADING OVER 50 CUBIC YARD

IMPORTANT! CORRECTION(S) MUST BE COMPLETED BY: 4/18/2010. FAILURE TO COMPLY BY THIS DATE, MAY RESULT IN THE ISSUANCE OF AN ADMINISTRATIVE CITATION WITH FINES UP TO \$500.00 PER DAY, FOR EACH VIOLATION. YOU MAY BE CITED EACH DAY THAT THE VIOLATION(S) EXIST BEYOND THE CORRECTION DATE. IN ADDITION, OTHER ENFORCEMENT ACTION, PENALTIES AND THE IMPOSITION OF A LIEN ON THE PROPERTY FOR THE ABATEMENT AND ENFORCEMENT COSTS MAY RESULT IF COMPLIANCE IS NOT ACHIEVED BY THE CORRECTION DATE.

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

[Signature] SIGNATURE Matt Smith PRINT NAME 3/18/2010 DATE PROPERTY OWNER TENANT
AG547368 CDL/CID# 2/12/74 D.O.B. 951-830-4991 TEL E EXHIBIT NO. POSTED



John Boyd
Director

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE
Murrieta District Office

39493 Los Alamos Rd., Suite A
Murrieta, CA 92563
(951) 600-6140 • FAX (951) 600-6190

PROOF OF PERSONAL SERVICE

Case No.: CV10-02200

I, the undersigned, hereby declare:

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

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

2. That on 03/18/2010, at 3:01 pm, I served the following document a Notice of Violation for RCC 15.12.020 - Unapproved Grading/Clearing (Stockpiling & Grading over 50 cu yds), by placing a true copy thereof in the hand of Matthew Muth, identified by CDL - A6547368 at the following address:

Property Address: 30260 Los Alamos Rd., Murrieta, CA
Assessor's Parcel Number: 480-100-008

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

Executed on September 17, 2010, at Murrieta, California.

CODE ENFORCEMENT DEPARTMENT

By: J. Chamberlain
J. Chamberlain, Code Enforcement Officer

EXHIBIT NO. _____

E²



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

NOTICE OF VIOLATION

April 7, 2010

MATTHEW DAVID MUTH / JANA WHITTENBURG
30260 LOS ALAMOS RD
MURRIETA, CA. 92563

RE CASE NO: CV1002200 at 30260 LOS ALAMOS RD, MURRIETA, California, Assessor's Parcel Number 480-100-008

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 30260 LOS ALAMOS RD, MURRIETA California, Assessor's Parcel Number 480-100-008, is in violation of Section(s) RCC Section No. 15.12.020.J.2 (Ord. 457), of the Riverside County Code.

Said violation is described as:

- 1) 15.12.020.J.2 (Ord. 457) - No person shall conduct any grading or clearing of any kind without first obtaining a grading permit from the building official, except in accordance with the specific exemptions listed in Ord 457.

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

- 1) Obtain a Restoration Assessment from the Department of Building & Safety and comply with the process and conditions.

COMPLIANCE MUST BE COMPLETED BY May 1, 2010. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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

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

CODE ENFORCEMENT DEPARTMENT

By: J Chamberlain, Code Enforcement Officer

EXHIBIT NO. E³



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

PROOF OF SERVICE

Case No. CV1002200

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

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

That on May 19, 2010, I served the following documents(s):

NOTICE RE: Notice of Violation

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

MATTHEW DAVID MUTH / JANA WHITTENBURG 30260 LOS ALAMOS RD, MURRIETA, CA. 92563

XX **By First Class Mail.** I am readily familiar with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service with postage thereon fully prepaid in the County of Riverside, California, in the ordinary course of business.

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

EXECUTED ON May 19, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT


By: LaKeshia Covington, Code Enforcement Aide

EXHIBIT NO. EA

County of Riverside
Code Enforcement Department
39493 Los Alamos Road
Murrieta, CA 92563

CERTIFIED MAIL™



7009 2250 0001 9043 2480

REC'D MAY 20 2010

|||||
MATTHEW DAVID MUTH
JANA WHITTENBURG
30260 LOS ALAMOS ROAD
MURRIETA, CA 92563

925639403 R060

|||||
RETURN RECEIPT REQUESTED



UNITED STATES POSTAGE
THIRTY BOWERS
\$05.54⁰
02 1M
0004277091
MAY 19 2010
MAILED FROM ZIP CODE 92504

FS

EXHIBIT NO. _____

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

MATTHEW DAVID MUTH
JANA WHITTENBURG
30260 LOS ALAMOS ROAD
MURRIETA, CA 92563
CV10-02200/480

0842 4406 T000 0522 5002



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

NOTICE OF VIOLATION

July 12, 2010

Integrated Title, Inc
700 North Brand Blvd., #900
Glendale, CA 91203

RE CASE NO: CV1002200 at 30260 LOS ALAMOS RD, MURRIETA, California, Assessor's Parcel Number 480-100-008

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 30260 LOS ALAMOS RD, MURRIETA California, Assessor's Parcel Number 480-100-008, is in violation of Section(s) RCC Section No. 15.12.020.J.2 (Ord. 457), of the Riverside County Code.

Said violation is described as:

- 1) 15.12.020.J.2 (Ord. 457) - No person shall conduct any grading or clearing of any kind without first obtaining a grading permit from the building official, except in accordance with the specific exemptions listed in Ord 457.

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

- 1) Obtain a Restoration Assessment from the Department of Building & Safety and comply with the process and conditions.

COMPLIANCE MUST BE COMPLETED BY August 7, 2010. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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

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

CODE ENFORCEMENT DEPARTMENT

By: J Chamberlain, Code Enforcement Officer

EXHIBIT NO. E6



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

NOTICE OF VIOLATION

July 12, 2010

MERS
PO Box 2026
Flint, MI 48501-2026

RE CASE NO: CV1002200 at 30260 LOS ALAMOS RD, MURRIETA, California, Assessor's Parcel Number 480-100-008

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 30260 LOS ALAMOS RD, MURRIETA California, Assessor's Parcel Number 480-100-008, is in violation of Section(s) RCC Section No. 15.12.020.J.2 (Ord. 457), of the Riverside County Code.

Said violation is described as:

- 1) 15.12.020.J.2 (Ord. 457) - No person shall conduct any grading or clearing of any kind without first obtaining a grading permit from the building official, except in accordance with the specific exemptions listed in Ord 457.

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

- 1) Obtain a Restoration Assessment from the Department of Building & Safety and comply with the process and conditions.

COMPLIANCE MUST BE COMPLETED BY August 7, 2010. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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

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

CODE ENFORCEMENT DEPARTMENT

By: J Chamberlain, Code Enforcement Officer

EXHIBIT NO. E⁷



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

NOTICE OF VIOLATION

July 12, 2010

Taylor, Bean & Whitaker Mortgage Corp.
1417 North Magnolia Ave.
Ocala, FL 34475

RE CASE NO: CV1002200 at 30260 LOS ALAMOS RD, MURRIETA, California, Assessor's Parcel Number 480-100-008

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 30260 LOS ALAMOS RD, MURRIETA California, Assessor's Parcel Number 480-100-008, is in violation of Section(s) RCC Section No. 15.12.020.J.2 (Ord. 457), of the Riverside County Code.

Said violation is described as:

- 1) 15.12.020.J.2 (Ord. 457) - No person shall conduct any grading or clearing of any kind without first obtaining a grading permit from the building official, except in accordance with the specific exemptions listed in Ord 457.

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

- 1) Obtain a Restoration Assessment from the Department of Building & Safety and comply with the process and conditions.

COMPLIANCE MUST BE COMPLETED BY August 7, 2010. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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

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

CODE ENFORCEMENT DEPARTMENT

By: J Chamberlain, Code Enforcement Officer

EXHIBIT NO. _____

E8



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

PROOF OF SERVICE

Case No. CV1002200

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

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

— That on July 12, 2010, I served the following documents(s):

NOTICE RE: Notice of Violation

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

Integrated Title, Inc 700 North Brand Blvd., #900, Glendale, CA 91203
Taylor, Bean & Whitaker Mortgage Corp. 1417 North Magnolia Ave., Ocala, FL 34475
MERS PO Box 2026, Flint, MI 48501-2026

XX **By First Class Mail.** I am readily familiar with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service with postage thereon fully prepaid in the County of Riverside, California, in the ordinary course of business.

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

EXECUTED ON July 12, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

LaKesha Covington
By: LaKesha Covington, Code Enforcement Aide

EXHIBIT NO. E⁹

SENDER: COMPLETE THIS SECTION

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

1. Article Address RECD JUL 16 2010

COMPLETE THIS SECTION ON DELIVERY

A. Signature [Signature] Agent Addressee

B. Received by (Printed Name) R Lewis C. Date of Delivery 7/16/10

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

INTEGRATED TITLE, INC
700 NORTH BRAND BOULEVARD, #900
GLENDALE, CA 91203
CV10-02200/480

Mail Express Mail
Mail Return Receipt for Merchandise
Mail C.O.D.
Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) 7007 1490 0003 4247 6431

7007 1490 0003 4247 6431

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

OFFICIAL USE

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

Postmark Here

INTEGRATED TITLE, INC
700 NORTH BRAND BOULEVARD, #900
GLENDALE, CA 91203
CV10-02200/480

EXHIBIT NO. E¹⁰

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: **REC'D JUL 23 2010**

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) *[Signature]*

C. Date of Delivery *7/19*

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

TAYLOR, BEAN & WHITAKER MORTGAGE CORP.
 1417 NORTH MAGNOLIA AVENUE
 OCALA, FL 34475
 CV10-02200/480

Mail Express Mail
 Return Receipt for Merchandise
 C.O.D.
 Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) 7007 1490 0003 4247 6424

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

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

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

OFFICIAL USE

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

Postmark Here

TAYLOR, BEAN & WHITAKER MORTGAGE CORP.
 1417 NORTH MAGNOLIA AVENUE
 OCALA, FL 34475
 CV10-02200/480

7007 1490 0003 4247 6424

EXHIBIT NO. E 11

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:

RECD AUG 03 2010

COMPLETE THIS SECTION ON DELIVERY

A. Signature Blaine K. [Signature] Agent Addressee

B. Received by (Printed Name) Blaine K. [Signature] C. Date of Delivery JUL 21 2010

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

MERS
P.O. BOX 2026
FLINT, MI 48501-2026
CV10-02200/480

Mail Express Mail
 Return Receipt for Merchandise
 Mail C.O.D.
Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) 7007 1490 0003 4247 6417

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

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

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

OFFICIAL USE

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

MERS
P.O. BOX 2026
FLINT, MI 48501-2026
CV10-02200/480

7007 1490 0003 4247 6417

EXHIBIT NO. E¹²

When recorded please mail to:
Riverside County Code Enforcement
Department
(District 3 Office)
39493 Los Alamos Road
Murrieta, CA 92563
Mail Stop No. 5155

DOC # 2010-0251777
06/01/2010 08:00A Fee:NC
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



to
JG
M
059

NOTICE OF NONCOMPLIANCE for UNAPPROVED GRADING

In the matter of the Property of)
Matthew David Muth)
Jana Whittenburg)

Case No.: CV10-02200

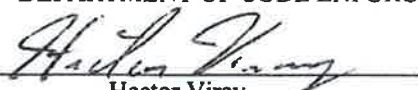
NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 457, Section 4, (RCC Title 15.12) described as grading without approval from the Department of Building and Safety. Such proceedings are based upon the noncompliance of such real property, located at 30260 Los Alamos Road, Murrieta, CA, and more particularly described as Assessment Parcel No. 480-100-008 and having a legal description of 4.75 ACRES NET IN PAR 3 PM 122/002 PM 19797 with the requirements of Ordinance No.457, Section 4, (RCC Title 15.12).

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

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

NOTICE OF FURTHER GIVEN that pursuant to Riverside County Ordinance 457.96 Section 4, 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: 
Hector Viray
Code Enforcement Department


ACKNOWLEDGMENT

State of California)
County of Riverside)

On 05/26/10 before me, Elizabeth B. Ross, Notary Public, personally appeared Hector Viray, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.


Commission # 1838743 Comm. Expires March 12, 2013

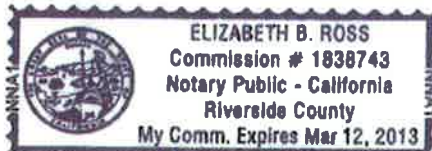


EXHIBIT NO. F

PAMELA J. WALLS
County Counsel

OFFICE OF COUNTY COUNSEL
COUNTY OF RIVERSIDE



KATHERINE A. LIND
Assistant County Counsel

3960 ORANGE STREET, SUITE 500
RIVERSIDE, CA 92501-3674
TELEPHONE: 951/955-6300
FAX: 951/955-6322 & 951/955-6363

November 30, 2010

**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.: CV10-02200
APN: 480-100-008; MUTH/WHITTENBURG
Property: 30260 Los Alamos Road, 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 30260 Los Alamos Road, Murrieta, **Riverside County, California**, and more particularly described as Assessor's Parcel Number 480-100-008.

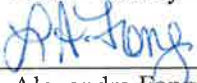
YOU ARE HEREBY DIRECTED as owner of the SUBJECT PROPERTY, to appear at this hearing to show cause why the SUBJECT PROPERTY should not be condemned as a public nuisance and be abated by demonstrating compliance with a restoration assessment from Riverside County Department of Building and Safety or by 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 will be held on **Tuesday, January 11, 2011, at 9:30 a.m.** in the Board of Supervisors Room, County Administrative Center, 4080 Lemon Street, 1st Floor Annex, Riverside, California at which time and place pertinent evidence will be received and/or testimony from all concerned parties will be heard. Failure to appear on your behalf will result in the exclusion of your testimony, and facts as known to the Code Enforcement Department ("Department") will be presented to the Board of Supervisors for consideration and deliberation in this matter.

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

You are encouraged to contact Supervising Code Enforcement Officer Hector Viray at (951) 600-6140 or the undersigned prior to the hearing. Please meet the undersigned and Brian Black, Senior 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.

PAMALA J. WALLS
Riverside County Counsel



L. Alexandra Fong
Deputy County Counsel

EXHIBIT NO. 6

NOTICE LIST

Subject Property: 30260 Los Alamos Road, Murrieta
Case No.: CV 10-02200; APN: 480-100-008; District 3

MATTHEW DAVID MUTH
JANA WHITTENBURG
30260 LOS ALAMOS ROAD
MURRIETA, CA 92563

TAYLOR, BEAN & WHITAKER MORTGAGE CORP.
1417 NORTH MAGNOLIA AVE.
OCALA, FL 34475

INTEGRATED TITLE, INC
700 NORTH BRAND BLVD., #900
GLENDALE, CA 91203

MERS
PO BOX 2026
FLINT, MI 48501-2026

<p>2. Article Number (Transfer from service label) 7010 0290 0002 1422 4817</p> <p>PS Form 3811, February 2004 Domestic Return Receipt</p>	<p>1. Article Addressed to: INTEGRATED TITLE, INC 700 NORTH BRAND BLVD., #900 GLENDALE, CA 91203</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>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	<p>COMPLETE THIS SECTION ON DELIVERY</p> <p>A. Signature <input checked="" type="checkbox"/> <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Wade Ormsby</i> <input type="checkbox"/> Agent</p> <p>C. Date of Delivery <i>1/2/06</i> <input type="checkbox"/> Yes</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>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: TAYLOR, BEAN & WHITAKER MORTGAGE CORP. 1417 NORTH MAGNOLIA AVE. OCALA, FL 34475</p>	<p>COMPLETE THIS SECTION ON DELIVERY</p> <p>A. Signature <input checked="" type="checkbox"/> <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery <i>J. Hamble</i> <i>1/2/06</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>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label) 7010 0290 000</p> <p>PS Form 3811, February 2004 Domestic Return Receipt</p>	<p><i>W/10-02200 (Ham/Whittenburg) ABT 4</i></p> <p style="text-align: right;">102595-02-M-1540</p>

EXHIBIT NO. 62

NOTICE LIST

Subject Property: 30260 Los Alamos Road, Murrieta
Case No.: CV 10-02200; APN: 480-100-008; District 3

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<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.	A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
	B. Received by (Printed Name)	C. Date of Delivery
1. Article Addressed to: MERS PO BOX 2026 FLINT, MI 48501-2026	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label)	3. Service Type	
	<input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		
CW 10-02200 (Moth/Wittkeburg) ART 4		
7010 0290 0002 1422 4800		
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540		

EXHIBIT NO. 6³

1 **PROOF OF SERVICE**

2 Case No. CV 10-02200

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, Suite 500, Riverside, California 92501.

7 That on November 30, 2010, I served the following document(s):

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

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

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

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

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

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

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

23 EXECUTED ON November 30, 2010, at Riverside, California

24 
25 _____
26 BRENDA PEELER

27 **EXHIBIT NO.** _____
28 6⁵



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

AFFIDAVIT OF POSTING OF NOTICES

December 3, 2010

RE CASE NO: CV1002200

I, J Chamberlain, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 39493 Los Alamos Road, Suite #A, Murrieta, California 92563 .

That on 12/03/2010 at 2:15 pm, I securely and conspicuously posted Notice to Correct County Ordinance Violations and Abate Public Nuisance at the property described as:

Property Address: 30260 LOS ALAMOS RD, MURRIETA

Assessor's Parcel Number: 480-100-008

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

Executed on December 3, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

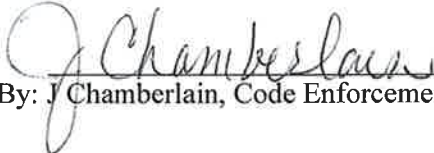

By: J Chamberlain, Code Enforcement Officer

EXHIBIT NO. 6^b