

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



125B

FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
December 23, 2010

SUBJECT: Abatement of Public Nuisance [Substandard Structures]
Case No. : CV10-02894; CARTER
Subject Property: 41188 Gibbel Road, Hemet; APN: 450-210-005
District: 3

RECOMMENDED MOTION: Move that:

1. The substandard structure on the real property located at 41188 Gibbel Road, Hemet, Riverside County, California, APN: 450-210-005 be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which does not permit substandard structures on the property.
2. William R. Carter, the owner of the subject real property or whoever has possession or control of the premises, be directed to abate the substandard structure on the property by removing the same from the real property within ninety (90) days.

Departmental Concurrence

(Continued)

L. A. 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

- Policy
- Consent
- Policy
- Consent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Buster 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, Sheriff

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

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

Attachments Filed
WITH THE CLERK OF THE BOARD

District: 3

Agenda Number:

9.6

3. The owner be ordered to ascertain the existence or non-existence of asbestos containing materials in said structure by survey and materials sample testing through the Industrial Hygiene Specialist of the County Health Department, Division of Special Services; and, prior to the abatement ordered in paragraph number two (2) above, to secure the removal and disposal of all asbestos containing materials discovered through such survey and testing by contract with a duly certified and licensed contractor for the handling of such materials to avoid citations and/or fines imposed by the South Coast Air Quality Management District (SCAQMD) pursuant to SCAQMD Rule No. 1403.

4. If the owner or whoever has possession or control of the real property does not take the above described action within ninety (90) days of the date of the Board's Order to Abate, that representatives of the Code Enforcement Department, Sheriff's Department, and/or a contractor, upon consent of the owner or receipt of a Court Order authorizing entry onto the real property when necessary under applicable law, shall abate the substandard structure and contents therein, by removing the same from the real property.

5. The reasonable costs of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Ordinance No. 725.

6. County Counsel be directed to prepare the necessary Findings of Facts and Conclusions that the substandard structure on the real property is declared to be in violation of Riverside County Ordinance No. 457 and a public nuisance, and further, to prepare an Order to Abate for approval by the Board.

BACKGROUND:

1. An inspection was made of the subject property by the Code Enforcement Officer on April 28, 20102009. The inspections revealed a substandard structure (single family dwelling) on the subject property in violation of Riverside County Ordinance No. 457 (RCC Title 15). The substandard conditions of the structures included, but were not limited to, the following: hazardous plumbing; lack of required electrical lighting; hazardous wiring; members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split or buckle due to defective material or deterioration; faulty weather protection; general dilapidation or improper maintenance; fire hazard; abandoned, vacant, public and attractive nuisance.

2. Follow-up inspections on June 1, 2010, September 16, 2010 and December 16, 2010, revealed that the property continues to be in violation of Riverside County Ordinance No. 457.

3. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for substandard structures.

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**BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE**

IN RE ABATEMENT OF PUBLIC NUISANCE) CASE NO. CV 10-02894
[SUBSTANDARD STRUCTURES]; APN: 450-)
210-005, 41188 GIBBEL ROAD, HEMET,) DECLARATION OF OFFICER
COUNTY OF RIVERSIDE, STATE OF) MICHAEL SANDERS
CALIFORNIA; WILLIAM R. CARTER, OWNER.)
_____) [R.C.O. No. 457, RCC Title 15]

I, Michael Sanders, declare:

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

2. Based on information and belief which I believe to be true, on April 28, 2010, Code Enforcement Officer Ross conducted an initial inspection of the real property known as 41188 Gibbel Road, Hemet, in the unincorporated area of Riverside County, California, which is further described as Assessor's Parcel Number 450-210-005 (hereinafter described as "THE PROPERTY"). A true and correct copy of a Thomas Brothers map page indicating the approximate location of THE PROPERTY is attached hereto as Exhibit "A."

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

4. Based on the Lot Book Report from RZ Title Service on June 7, 2010, it is determined that another party potentially holds a legal interest in THE PROPERTY, to-wit: JP Morgan Chase Bank, NA ("INTERESTED PARTY"). True and correct copies of the Lot Book Reports are attached hereto and incorporated herein as Exhibit "C."

1 5. I am informed and believe and thereon allege that on April 28, 2010, Code Enforcement
2 Officer Ross arrived at THE PROPERTY to conduct an initial inspection of THE PROPERTY. THE
3 PROPERTY was open and accessible with no signs restricting our access. He entered and observed the
4 following conditions as described below which caused the main single family dwelling to be substandard
5 and THE PROPERTY to constitute a public nuisance in violation of the provisions set forth in Riverside
6 County Ordinance 457, as codified in Riverside County Code Title 15.

7 Main single family dwelling:

- 8 1) Hazardous plumbing;
- 9 2) Lack of required electrical lighting;
- 10 3) Hazardous wiring;
- 11 4) Members of ceilings, roofs, ceiling and roof supports or other horizontal members which
12 sag, split, or buckle due to defective material or deterioration;
- 5) Faulty weather protection;
- 6) General dilapidation or improper maintenance;
- 7) Abandoned/vacant, public and attractive nuisance.

13 6. A Notice of Violation, Notice of Defects and "Danger Do Not Enter" sign was posted on
14 THE PROPERTY on April 28, 2010.

15 7. On April 29, 2010, a Notice of Violation and Notice of Defects was mailed to OWNER by
16 certified mail, return receipt requested. On July 9, 2010, a Notice of Violation and Notice of Defects was
17 mailed to INTERESTED PARTY by certified mail, return receipt requested.

18 8. A site plan and photographs of the condition of THE PROPERTY are attached hereto and
19 as Exhibit "D" and are incorporated herein by reference.

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

22 10. I am informed and believe and thereon allege that on June 1, 2010, Code Enforcement
23 Officer Ross conducted a follow up inspection of THE PROPERTY. From the road right of way, he
24 observed that THE PROPERTY remained unchanged and in violation of Riverside County Ordinance No.
25 457 (RCC Title 15).

26 11. On September 16, 2010, I conducted a follow-up inspection of THE PROPERTY. THE
27 PROPERTY, including the structures, was open, vacant and accessible. I observed that THE
28 PROPERTY remained unchanged and in violation of Riverside County Ordinance No. 457.

1 12. Based upon my experience, knowledge and visual observations, it is my determination that
2 the substandard structure (single family dwelling) on THE PROPERTY creates an extreme health, safety,
3 fire and structural hazard to the neighbors and general public.

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

6 14. Furthermore, based on my observations of THE PROPERTY, I declare that the
7 substandard conditions of THE PROPERTY constitutes a public nuisance in violation of the provisions
8 set forth in Riverside County Ordinance No. 457 (RCC Title 15).

9 15. A Notice of Noncompliance was recorded on July 19, 2010 as Document Number 2010-
10 0335472 in the Office of the County Recorder, Riverside County, State of California. A true and correct
11 copy of this notice is attached hereto as Exhibit "F" and incorporated herein by reference.

12 16. On December 14, 2010, the second notice, Notice to Correct County Ordinance Violations
13 and Abate Public Nuisance, providing the notification of the Board of Supervisors' hearing was mailed to
14 OWNER and INTERESTED PARTY by certified mail, return receipt requested and was posted on THE
15 PROPERTY on December 16, 2010. A true and correct copy of the notice, together with proof of service,
16 returned receipt card and the Affidavit of Posting of Notice are attached as Exhibit "G" and incorporated
17 herein by reference.

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

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

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

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

28 (c) the OWNER be ordered to ascertain the existence or non-existence of asbestos

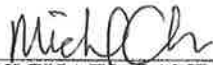
1 containing materials in said structures by survey and materials sample testing through the Industrial
2 Hygiene Specialist of the County Health Department, Division of Special Services; and, prior to the
3 abatement ordered in subsection (b) above, to secure the removal and disposal of all asbestos containing
4 materials discovered through such survey and testing by contract with a duly certified and licensed
5 contractor for the handling of such materials to avoid citations an/or fines by South Coast Air Quality
6 Management District ("SCAQMD") pursuant to SCAQMD Rule NO. 1403;

7 (d) if the substandard structures are not razed, removed and disposed of, or
8 reconstructed in strict accordance with all Riverside County Ordinances, including but not limited to
9 Riverside County Ordinance No. 457 (RCC Title 15), within ninety (90) days of the date of the Board's
10 Order to Abate, the substandard structures and contents therein shall be abated by representatives of the
11 Riverside County Code Enforcement Department, a contractor or the Sheriff's Department upon receipt of
12 an owner's consent or a Court Order where necessary under applicable law authorizing entry onto THE
13 PROPERTY;

14 (e) that reasonable costs of abatement, after notice and opportunity for hearing, shall be
15 imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE
16 PROPERTY pursuant to Government Code Section 25845 and Riverside County Ordinance Nos. 457 and
17 725 (RCC Titles 15 and 1).

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

20 Executed this 16 day of DECEMBER, 2010, at MURRIETA, California.

21
22 
23 _____
24 MICHAEL SANDERS
25 Senior Code Enforcement Officer
26 Code Enforcement Department

27 L:\Code Enforcement\Abatements\2010\2010\CV10-02894\457 Dec.DOC
28

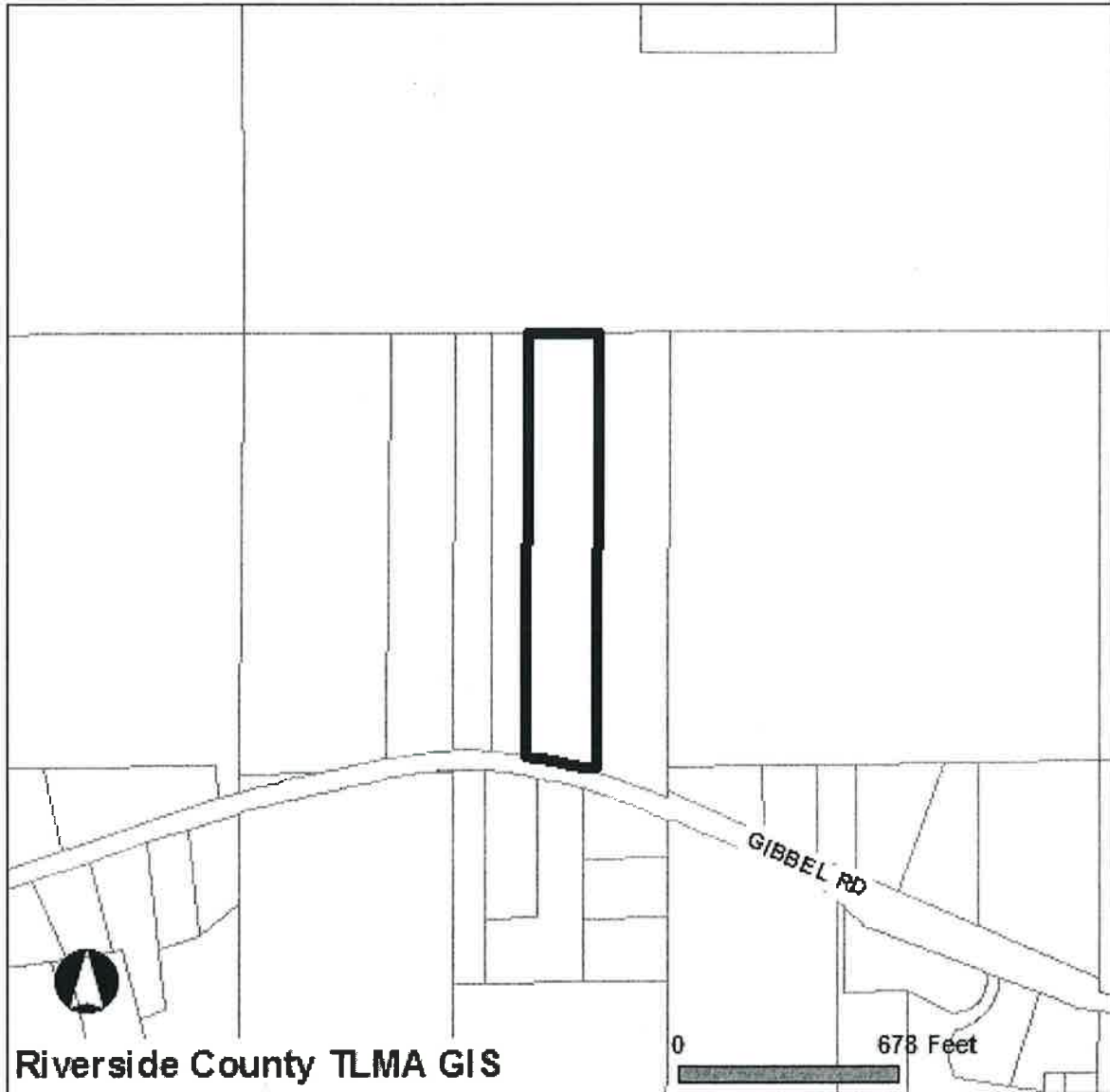
Assessment Roll For the 2010-2011 Tax Year as of January 1,2010

Assessment #450210005-3		Parcel # 450210005-3	
Assessee:	CARTER WILLIAM R	Land	64,340
Mail Address:	41188 GIBBEL RD HEMET CA 92544	Structure	167,434
Real Property Use Code:	R1	Full Value	231,774
Base Year	1996	Homeowners' Exemption	7,000
Conveyance Number:	0283902	Total Net	224,774
Conveyance (mm/yy):	5/2008		
PUI:	R010012		
TRA:	71-043		
Taxability Code:	0-00		
ID Data:	SEE ASSESSOR MAPS		
Situs Address:	41188 GIBBEL RD HEMET CA 92544		

View Parcel Map

EXHIBIT NO. B

RIVERSIDE COUNTY GIS



Selected parcel(s):
450-210-005

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

450-210-005-3

OWNER NAME / ADDRESS

WILLIAM R CARTER
41188 GIBBEL RD
HEMET, CA. 92544

MAILING ADDRESS

(SEE OWNER)
41188 GIBBEL RD
HEMET CA.. 92544

EXHIBIT NO. _____

B

LEGAL DESCRIPTION

LEGAL DESCRIPTION IS NOT AVAILABLE

LOT SIZE

RECORDED LOT SIZE IS 6.25 ACRES

PROPERTY CHARACTERISTICS

WOOD FRAME, 2076 SQFT., 3 BDRM/ 1.75 BATH, 1 STORY, DETACHED GARAGE(308 SQ. FT), CONST'D 1954COMPOSITION, ROOF, CENTRAL HEATING, CENTRAL COOLING, POOL

THOMAS BROS. MAPS PAGE/GRID

PAGE: 841 GRID: D5

CITY BOUNDARY/SPHERENOT WITHIN A CITY
CITY SPHERE: HEMET
NO ANNEXATION DATE AVAILABLE
LAFCO CASE #: 2006-24-3
NO PROPOSALS**MARCH JOINT POWERS AUTHORITY**

NOT IN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY

INDIAN TRIBAL LAND

NOT IN A TRIBAL LAND

SUPERVISORIAL DISTRICT (ORD. 813)

JEFF STONE, DISTRICT 3

TOWNSHIP/RANGE

T5SR1W SEC 25

ELEVATION RANGE

1864/2092 FEET

PREVIOUS APN

NO DATA AVAILABLE

PLANNING

LAND USE DESIGNATIONS

Zoning not consistent with the General Plan.

RM

RR

AREA PLAN (RCIP)

SAN JACINTO VALLEY

GENERAL PLAN POLICY OVERLAYS

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

GENERAL PLAN POLICY AREAS

NONE

ZONING CLASSIFICATIONS (ORD. 348)

R-A-1

ZONING DISTRICTS AND ZONING AREAS

HEMET-SAN JACINTO DISTRICT

ZONING OVERLAYS

NOT IN A ZONING OVERLAY

SPECIFIC PLANS

NOT WITHIN A SPECIFIC PLAN

AGRICULTURAL PRESERVE

NOT IN AN AGRICULTURAL PRESERVE

REDEVELOPMENT AREAS

NOT IN A REDEVELOPMENT AREA

AIRPORT INFLUENCE AREAS

NOT IN AN AIRPORT INFLUENCE AREA

AIRPORT COMPATIBILITY ZONES
NOT IN AN AIRPORT COMPATIBILITY ZONE

ENVIRONMENTAL

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

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

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

WRMSHCP CELL NUMBER
NOT IN A CELL

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

VEGETATION (2005)
Coastal Sage Scrub
Developed/Disturbed Land

FIRE

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

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
NOT IN A DISTRICT

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

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

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

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

DEVELOPMENT AGREEMENTS
NOT IN A DEVELOPMENT AGREEMENT AREA

TRANSPORTATION

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

ROAD BOOK PAGE
116

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**
SAN JACINTO VALLEY

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

MISCELLANEOUS

SCHOOL DISTRICT
HEMET UNIFIED**COMMUNITIES**
EAST HEMET**COUNTY SERVICE AREA**
NOT IN A COUNTY SERVICE AREA.**LIGHTING (ORD. 655)**
ZONE B, 24.39 MILES FROM MT. PALOMAR OBSERVATORY**2000 CENSUS TRACT**
043304**FARMLAND**
LOCAL IMPORTANCE
OTHER LANDS
URBAN-BUILT UP LAND**TAX RATE AREAS**
071-043

- COUNTY FREE LIBRARY
- COUNTY STRUCTURE FIRE PROTECTION
- COUNTY WASTE RESOURCE MGMT DIST
- CSA 152
- EASTERN MUN WATER IMP DIST 11
- EASTERN MUNICIPAL WATER
- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZONE 4
- GENERAL
- GENERAL PURPOSE
- HEMET UNIFIED SCHOOL

- METRO WATER EAST 1301999
- MT SAN JACINTO JUNIOR COLLEGE
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- SAN JACINTO BASIN RESOURCE CONS
- SAN JACINTO VALLEY CEMETERY
- VALLEY HEALTH SYSTEM HOSP DIST
- VALLEY WIDE REC & PARK

SPECIAL NOTES

NO SPECIAL NOTES

CODE COMPLAINTS

Case #	Description	Start Date
CV1002894	NEIGHBORHOOD ENFORCEMENT	Apr. 12, 2010

REPORT PRINTED ON...Tue Nov 02 10:12:38 2010
Version 101026



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

Order Number: 21584

Reference: CV10-02894/E Ro

Document No.	226507
D.T.T.	\$94.60
Grantor	Federal National Mortgage Association, a United States Corporation
Grantee	William R. Carter and Candy R. Carter, Husband and wife, as joint tenants
Dated	05/14/2008
Recorded	05/27/2008
Document No.	2008-0283902
D.T.T.	\$0.00
Grantor	Candy R. Carter, wife as joint tenant
Grantee	William R. Carter, as his sole and separate property
Property Now Vested as	William R. Carter, as his sole and separate property

Deeds of Trust

Position No.	1st
A Deed of Trust Dated	02/21/2003
Recorded	02/27/2003
Document No.	2003-137543
Amount	\$202,500.00
Trustor	William R. Carter and Candy R. Carter, husband and wife
Trustee	First American
Beneficiary	Mortgage Electronic Registration Systems, Inc., acting as a nominee for RBC Mortgage Company
Assignment Dated	11/09/2009
Recorded	12/03/2009
Document No.	2009-0624343
Assigned to	Chase Home Finance, LLC
Position No.	2nd
A Deed of Trust Dated	05/08/2004
Recorded	05/27/2004
Document No.	2004-0401762



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

Order Number: 21584

Reference: CV10-02894/E Ro

Amount	\$84,000.00
Trustor	William R. Carter and Candy R. Carter, husband and wife as joint tenants
Trustee	Executive Trustee Services, Inc.
Beneficiary	Mortgage Electronic Registration Systems, Inc., acting as a nominee for GMAC Mortgage Corporation DBA ditech.com
Position No.	3rd
A Deed of Trust Dated	07/26/2006
Recorded	10/23/2006
Document No.	2006-0778007
Amount	\$160,000.00
Trustor	William R. Carter and Candy R. Carter, as husband and wife as joint tenants
Trustee	Executive Trustee Services, Inc.
Beneficiary	Mortgage Electronic Registration Systems, Inc., acting as a nominee for GMAC Mortgage Corporation DBA ditech.com

Additional Information

A Certificate of County Tax Lien Recorded	11/19/2002
Document No	2002-678127
Amount	\$58.62
Tax Year	2002-2003
Account No.	0241033
Debtor	William Carter and John Mccall
Creditor: Tax Collector of the County of	Riverside
Abstract of Judgment Filed in the	Superior Court of California, County of Riverside, Mt. San Jacinto-Banning Dept.
Case No.	BAC010046
Recorded	07/03/2008
Document No.	2008-0364114
Amount	\$12,384.75
Debtor	Willie Carter



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

Order Number: 21584

Reference: CV10-02894/E Ro

Creditor	Discover Bank, Issuer of the Discover Card
A Bankruptcy filed by	William R. Carter
Social Security Number(s)	None Shown
Date filed	11/21/2008
Case No.	26445

Legal Description

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

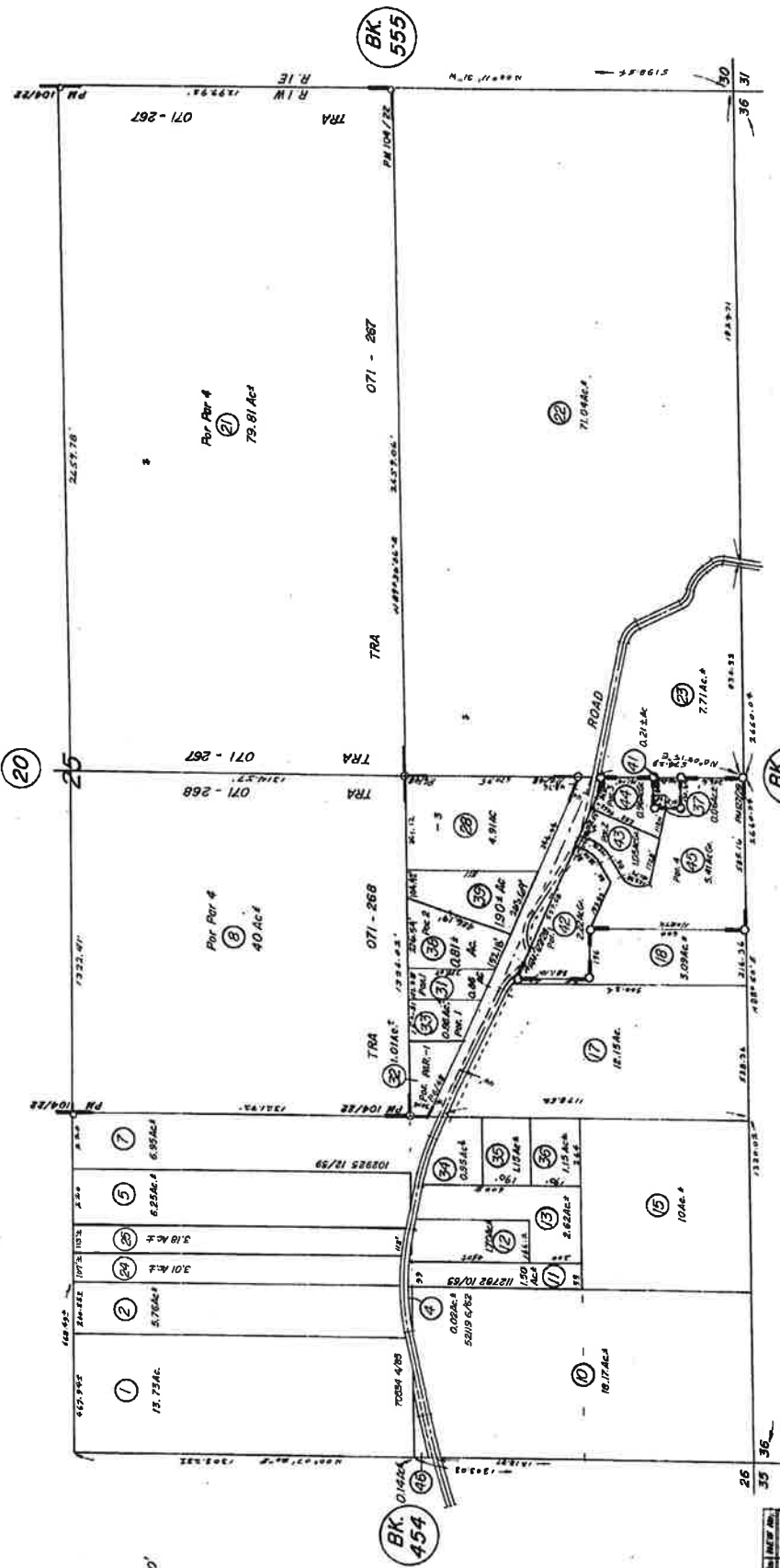
THE WESTERLY 220 FEET OF THE EASTERLY 440 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, LYING NORTHERLY OF THE NORTHERLY LINE OF GIBBEL ROAD AS CONVEYED TO THE COUNTY OF RIVERSIDE, BY DEED RECORDED FEBRUARY 20, 1951, IN BOOK 1245 PAGE 560 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

450-21
13-34

TRA 071-036
071-045
071-267
071-268

SI/2 SEC. 25, T.5S, R.1W

THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY



DATE	OLD	NEW	BY
11/72	15	26-22225	
1/73	029	CO RD	
4/74	36	32, 33	
12/77	14	54, 55, 56	
8/79	03.0	37	
7/80	27	38, 39	
2/85	19	40-43	
3/85	40	42-43	
4/85	9	46, 51	

P. M. 6/48 Parcel Map 4766
P.M. 10/22-25 " " 12669
P.M. 127/26-30 " " 18976

DATA: GLO PLAT
875 16/43, 90/38
CO. RD. 700-CC
P.M. 6/48

DEC. 1970

ASSESSOR'S MAP BK 450 PG. 21
RIVERSIDE COUNTY, CALIF.

226507
RECEIVED FOR RECORD
AT 2:00 O'CLOCK
JUL 13 1995
MICROFILMS DIVISION
JUL 13 1995

Recording Requested By
First American Title Insurance Company
Order No. 10110-J
Escrow No. 10110-J
Loan No.

WHEN RECORDED MAIL TO:
WILLIAM R. CARTER
CANDY R. CARTER
41188 GIBBEL ROAD
HEWLET, CA 92544

226507
RECEIVED FOR RECORD
AT 2:00 O'CLOCK

JUL 13 1995

PAID
Doc. Transfer Tax
FRANK K JOHNSON
Riv. Co. Recorder

MAIL TAX STATEMENTS TO:
SAME AS ABOVE

SPACE ABOVE THIS LINE FOR RECORDER'S USE
DOCUMENTARY TRANSFER TAX \$ 94.60
XX Computed on the consideration or value of property conveyed, OR
Computed on the consideration or value less liens or encumbrances
remaining at time of sale

APN: 450-210-005-3
TRA: 071-043

CORPORATION GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
FEDERAL NATIONAL MORTGAGE ASSOCIATION, A UNITED STATES CORPORATION
a corporation organized under the laws of the State of UNITED STATES OF AMERICA
GRANT to
WILLIAM R. CARTER AND CANDY R. CARTER, HUSBAND AND WIFE, AS JOINT TENANTS,
does hereby

the real property in the City of UNINCORPORATED AREA
County of RIVERSIDE
State of California, described as
THE WESTERLY 220 FEET OF THE EASTERLY 440 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST
QUARTER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN,
LYING NORTHERLY OF THE NORTHERLY LINE OF GIBBEL ROAD AS CONVEYED TO THE COUNTY OF RIVERSIDE,
BY DEED RECORDED FEBRUARY 20, 1951, IN BOOK 1245 PAGE 560 OF OFFICIAL RECORDS OF RIVERSIDE
COUNTY, CALIFORNIA

Dated JULY 3, 1995
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
On JUL 13 1995 before me,
personally appeared TOM M. KESTER
ASSISTANT VICE PRESIDENT

FEDERAL NATIONAL MORTGAGE ASSOCIATION
By [Signature] President
By [Signature] TOM M. KESTER
ASSISTANT VICE PRESIDENT Secretary

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

WITNESS my hand and official seal:
Signature

MAIL TAX STATEMENTS AS DIRECTED ABOVE (This area for official notarial seal)

PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles } SS.
On 7/12/95 before me, YVONNE LOPEZ
personally appeared TOM M. KESTER
(DATE) (NOTARY)
ASSISTANT VICE-PRESIDENT

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



WITNESS my hand and official seal.

Yvonne Lopez
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

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

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

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

DESCRIPTION OF ATTACHED DOCUMENT

_____ TITLE OR TYPE OF DOCUMENT

_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

_____ OTHER

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

VALLEY-SIERRA, 800-343-3160

PA 1/94

7 13 95
 1 XEROX
 103 : VISION
 10M TRIPLE

RECORDING REQUESTED BY

WILLIAM R. CARTER
 AND WHEN RECORDED MAIL TO:

WILLIAM R. CARTER
 41188 GIBBEL ROAD
 HEMET, CALIFORNIA 92544



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Title Order No. _____
 Escrow No. _____

APN 450-210-005-3

Interspousal Transfer Deed

Grant Deed (Excluded from Reappraisal Under Proposition 13, i.e., Calif. Const. Art 13A§1 et. seq.)

23
 C
 706

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:

Documentary transfer tax is \$ Zero

- Computed on full value of property conveyed, or Computed on full value less value of liens and encumbrances remaining at time of sale, or is exempt from imposition of the Documentary Transfer Tax pursuant to Revenue and Tax Code §11927(a), on transferring community, quasi-community, or quasi-marital property, assets between spouses, pursuant to a judgment, an order, or a written agreement between spouses in contemplation of any such judgment or order.
- Other exemptions: (state reason and give Code § or Ordinance number) _____
- Unincorporated area: City of Hemet and This is an Interspousal Transfer under §63 of the Revenue and Taxation Code and Grantor(s) has (have) checked the applicable exclusion from Reappraisal under Proposition 13:
- A transfer to a trustee for the beneficial use of a spouse, or the surviving spouse of a deceased transferor, or by a trustee of such a trust to the spouse of the trustor,
- A transfer which takes effect upon the death of a spouse,
- A transfer to a spouse or former spouse in connection with a property settlement agreement or decree of dissolution of a marriage of legal separation, or
- A creation, transfer, or termination, solely between spouses, of any co-owner's interest.
- The distribution of a legal entity's property to a spouse or former spouse in exchange for the interest of such spouse in the legal entity in connection with a property settlement agreement or a decree of dissolution of a marriage or legal separation.
- Other: _____

GRANTOR(S): CANDY R. CARTER, wife as joint tenant.
hereby GRANT(S) to WILLIAM R. CARTER, as his sole and separate property.

the following described real property in the County of Riverside, State of California
 See EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.

Dated May 14, 2008
 STATE OF CALIFORNIA
 COUNTY OF RIVERSIDE
 On May 14, 2008, before me,
GINA LOURENCO, Notary Public
 (here insert name and title of the officer)
 personally appeared CANDY R. CARTER

[Signature]
 CANDY R. CARTER

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 Gina Lourenco



(This area for official notarial seal)

MAIL TAX
 STATEMENTS TO: WILLIAM R. CARTER 41188 GIBBEL ROAD HEMET, CA. 92544
NAME ADDRESS CITY, STATE, ZIP

RE-877

EXHIBIT "A"

The Westerly 220 feet of the Easterly 440 feet of the Northwest quarter of the Southwest quarter of section 25, Township 5 South, Range 1 West, San Bernardino Base and Meridian, lying Northerly of the Northerly Line of Gibbel Road as conveyed to the County of Riverside, by Deed recorded February 20, 1951, in Book 1245, Page 560 of Official Records of Riverside County, California.

Commonly known as: 41188 Gibbel Road, Hemet, California 92544



2008-0283902
05/27/2008 08:00A
2 of 2

FIRST AMERICAN TITLE CO. 196131SB

DOC # 2003-137543

02/27/2003 08:00A Fee:51.00

Page 1 of 15

Recorded in Official Records
County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder

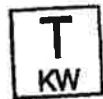


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Prepared by and When Recorded Return to:

RBC MORTGAGE COMPANY, ATTN: FINAL DOCS
440 NORTH ORLEANS
CHICAGO, IL 60610

51



LOAN NO. 70412055

[Space Above This Line For Recording Data]

1534914

DEED OF TRUST

MIN 100058900002057214

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 **FEBRUARY 21, 2003**, together with all Riders to this document.

(B) "Borrower" is **WILLIAM R. CARTER AND CANDY R. CARTER, HUSBAND AND WIFE**

Borrower is the trustor under this Security Instrument. Borrower's address is **41188 GIBBEL ROAD**
HEMET, CA 92544

(C) "Lender" is **RBC MORTGAGE COMPANY**

Lender is a **AN ILLINOIS CORPORATION** organized and existing under the laws of **ILLINOIS**. Lender's address is **5801 ALLENTOWN ROAD**
CAMP SPRINGS, MD 20746

(D) "Trustee" is **FIRST AMERICAN**
Trustee's address is **1770 NORTH TRACY BLVD**
TRACY, CALIFORNIA 95376

(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 **FEBRUARY 21, 2003**

The Note states that Borrower owes Lender

TWO HUNDRED TWO THOUSAND FIVE HUNDRED AND 00/100

Dollars (U.S. \$ **202,500.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **MARCH 1, 2028**

(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) |
| <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" mean 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

CALIFORNIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT with MERS

Form 3005 (01/01)

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02/27/2003 08:00A
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Public Record

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 [Type of Recording Jurisdiction]

of **RIVERSIDE**
[Name of Recording Jurisdiction]
SEE ATTACHED EXHIBIT "A"

which currently has the address of **41188 GIBBEL ROAD, HEMET** [City]

California **92544** ("Property Address"):
[Zip Code]

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

BORROWER COVENANTS that Borrower is lawfully 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(s) or partial payment(s) if the payment(s) or partial payments are insufficient to bring the Loan current. Lender may accept any payment(s) or partial payment(s) insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment(s) 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(s) to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

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



revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty 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 attorney's 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 the 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(s) and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is



necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

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

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

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

23. Reconveyance. 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 this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

William R. Carter (Seal)
WILLIAM R. CARTER - Borrower

Social Security Number 560-57-0954

Candy R. Carter (Seal)
CANDY R. CARTER - Borrower

Social Security Number 559-71-8131

- Borrower

Social Security Number _____

- Borrower

Social Security Number _____

-----[Space Below This Line For Acknowledgment]-----

STATE OF California)
COUNTY OF Riverside) SS:

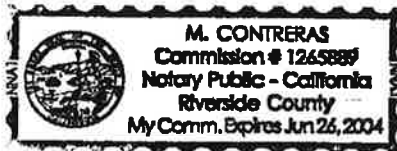
On 2/21/03, before me, M. Contreras
a Notary Public, personally appeared
WILLIAM R. CARTER AND CANDY R. CARTER, HUSBAND AND WIFE

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

WITNESS my hand and official seal.

(Reserved for official seal)

Signature: M. Contreras
M. Contreras
Name (typed or printed)



REQUEST FOR RECONVEYANCE

TO TRUSTEE:

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

Dated: _____



ORDER NO: 1534914
REFERENCE NO:
ESCROW OFFICER: STACEY BURKS
ESCROW NO: 196131SB

DESCRIPTION

THE LAND REFERRED TO IN THIS DESCRIPTION SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE, AN UNINCORPORATED AREA OF HEMET, AND IS DESCRIBED AS FOLLOWS:

THE WESTERLY 220 FEET OF THE EASTERLY 440 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, LYING NORTHERLY LINE OF GIBBEL ROAD AS CONVEYED TO THE COUNTY OF RIVERSIDE, BY DEED RECORDED FEBRUARY 20, 1951 IN BOOK 1245 PAGE 560 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

450-210-005-3



2003-137543
02/27/2003 08:08A
15 of 15

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
AS AN ACCOMMODATION ONLY

DOC # 2009-0624343
12/03/2009 08:00A Fee:12.00
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



RECORDING REQUESTED BY:
Mortgage Electronic Registration Systems, Inc., solely
as nominee for RBC Mortgage Company

PREPARED BY AND WHEN
RECORDED MAIL TO:
Pite Duncan, LLP
4375 Jutland Drive, Suite 200
P.O. Box 17933
San Diego, CA 92177-0933
(858) 750-7700

APN: 450-210-005-3

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ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to Chase Home Finance, LLC all beneficial interest under that certain Deed of Trust dated February 21, 2003, executed by William R. Carter and Candy R. Carter husband and wife, to First American as trustee, for Mortgage Electronic Registration Systems, Inc., solely as nominee for RBC Mortgage Company, as beneficiary, and recorded as Instrument No. 2003-137543 on February 27, 2003, in the State of California, Riverside County Recorder's Office. Together with the Note or Notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

Dated: 11/9/2009 Mortgage Electronic Registration Systems, Inc., solely
as nominee for RBC Mortgage Company
By: [Signature]
Its: Stacy E. Spohn Vice President

State of Ohio)
County of Franklin) ss.
On 11/9/2009 before me, Nicole A. Daggs, personally appeared
Stacy E. Spohn 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 Ohio that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public

(This Area for Official Notary Seal)



NICOLE A. DAGGS
Notary Public
In and For the State of Ohio
My Commission Expires 12/10/13
Vol. 265

12
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025

Recording Requested By
Commonwealth Land Title

Recording Requested By:
GMAC Mortgage Corporation DBA
ditech.com
Return To:
GMAC Mortgage Corporation DBA
ditech.com
3200 Park Center Dr. Suite 150,
Costa Mesa, CA 92626

DOC # 2004-0401762

05/27/2004 08:00A Fee:39.00
Page 1 of 8

Recorded in Official Records
County of Riverside

Gary L. Orso
Assessor, County Clerk & Recorder



Prepared By:
Muoi Lieu

4154846

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DEED OF TRUST AND REQUEST FOR NOTICE OF DEFAULT

MIN 100037506550137526

THIS DEED OF TRUST is made this 8 day of May, 2004, among the Trustor,
William R. Carter and Candy R. Carter, Husband and Wife as Joint Tenants

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whose address is 41188 Gibbel Road, Hemet, CA 92544-9621

(herein "Borrower"),

Executive Trustee Services, Inc.

(herein "Trustee"), and the Beneficiary,

Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). 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. GMAC Mortgage Corporation DBA ditech.com

("Lender") is organized and
, and has an address of

existing under the laws of Commonwealth of Pennsylvania
3200 Park Center Dr. Suite 150, Costa Mesa, CA 92626

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

State of California:
The Assessor's Parcel Number (Property Tax ID#) for the Real Property is 450-210-005-3.
See Attached Legal Description *Exhibit A*

41188 Gibbel Road
Hemet

[City], California 92544

which has the address of
[Street]

[ZIP Code] (herein "Property Address");

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

VMP-76N(CA) (0307)
Page 1 of 7

Form 3806
Amended 9/99
Initials: *wbc*

VMP Mortgage Solutions (800)521-7291

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Public Record

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

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated 05/08/2004
May 8, 2004 and extensions and renewals thereof (herein "Note"), in the principal sum of
U.S. \$84,000.00 , with interest thereon, providing for monthly installments of principal and interest, with the
balance of the indebtedness, if not sooner paid, due and payable on June 1, 2019 ; the payment
of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the
performance of the covenants and agreements of Borrower herein contained.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict

shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

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

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

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

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

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

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

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

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

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to five days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees;

and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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

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

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

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

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

23. 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.

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

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

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any notice of default and a copy of any notice of sale under the deed of trust (or mortgage) recorded 02/27/2003, in Book _____, Page _____, records of Riverside County, or filed for record with recorder's serial number 03-137543, Riverside County, California, executed by William R. Carter & Candy R. Carter

as trustor (or mortgagor) in which RBC Mortgage is named
as beneficiary (or mortgagee) and First American
as trustee

be mailed to CBS Default
at 500 Enterprise Road, Suite 150
Horsham, PA 19044

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

Judy Tsuei

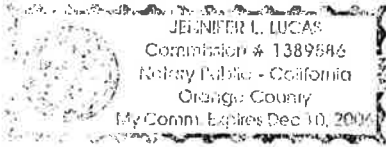
State of California
County of **Orange**
On **May 14, 2004**

, before me Jennifer L. Lucas, notary public
personally appeared

Judy Tsuei

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

WITNESS my hand and official seal.



Jennifer L. Lucas

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

William R. Carter (Seal)
William R. Carter -Borrower

Candy R. Carter (Seal) 05-18-04
Candy R. Carter -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

State of California

County of Riverside
On 5-8-04

, before me Dianne Perez, Notary Public, personally appeared

William R. Carter and Candy R. Carter

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

WITNESS my hand and official seal.

Dianne Perez



Customer Name: WILLIAM CARTER

Page 3 of 3

Application #: 000655013752

Order #: 4154846

Exhibit A (Legal Description)

ALL THAT PARCEL OF LAND IN CITY OF HEMET, RIVERSIDE COUNTY, STATE OF CALIFORNIA, AS MORE FULLY DESCRIBED IN DEED DOC # 95-226507, ID# 450-210-005-3, BEING KNOWN AND DESIGNATED AS .

THE WESTERLY 220 FEET OF THE EASTERLY 440 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, LYING NORTHERLY OF THE NORTHERLY LINE OF GIBBEL ROAD AS CONVEYED TO THE COUNTY OF RIVERSIDE, BY DEED RECORDED FEBRUARY 20, 1951, IN BOOK 1245 PAGE 560 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

BY FEE SIMPLE DEED FROM FEDERAL NATIONAL MORTGAGE ASSOCIATION, A UNITED STATES CORPORATION AS SET FORTH IN DOC # 95-226507 DATED 07/03/1995 AND RECORDED 07/13/1995, RIVERSIDE COUNTY RECORDS, STATE OF CALIFORNIA.

**Recording Requested By
Home Connects Title**

Recording Requested By:
**GMAC Mortgage Corporation DBA
ditech.com**

Return To:
**GMAC Mortgage Corporation DBA
ditech.com
3200 Park Center Dr. Suite 150,
Costa Mesa, CA 92626**

Prepared By:
Marc Roman

DOC # 2006-0778007
10/23/2006 08:00A Fee:30.00
Page 1 of 8
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



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5716671/5892527

DEED OF TRUST AND REQUEST FOR NOTICE OF DEFAULT *30*

MIN 100037506561236879
THIS DEED OF TRUST is made this **26** day of **July, 2006**, among the Trustor,
William R. Carter and Candy R. Carter, as Husband and Wife as joint tenants

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026

whose address is **41188 Gibbel Road, Hemet, CA 92544-9621**

(herein "Borrower"),

Executive Trustee Services, Inc.

(herein "Trustee"), and the Beneficiary,

Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). 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. **GMAC Mortgage Corporation DBA ditech.com**

("Lender") is organized and
, and has an address of

existing under the laws of **Commonwealth of Pennsylvania**
3200 Park Center Dr. Suite 150, Costa Mesa, CA 92626

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

The Assessor's Parcel Number (Property Tax ID#) for the Real Property is **450-210-005-3**.
See Attached Legal Description

Parcel ID Number: **450-210-005-3**
41188 Gibbel Road
Hemet

which has the address of

[City], California **92544-9621** [ZIP Code] (herein "Property Address");

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

VMP-76N(CA) (0408)

Form 3805

Amended 9/89

Page 1 of 7

Initials: *WR*

VMP Mortgage Solutions, Inc. (800)521-7291

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Public Record

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

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated **07/26/2006** and extensions and renewals thereof (herein "Note"), in the principal sum of **July 26, 2006** U.S. \$**160,000.00**, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on **August 1, 2031**; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

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

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

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

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

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

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

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

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

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

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

WRC
BRC
Form 3805

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

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

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

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

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

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

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

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

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

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

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

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict

shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

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

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

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

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

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

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

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

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

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to five days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees;

and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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

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

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

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

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

23. 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.

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

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

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any notice of default and a copy of any notice of sale under the deed of trust (or mortgage) recorded _____, in Book _____, Page _____, records of _____ County, or filed for record with recorder's serial number _____, County, California, executed by _____

as trustor (or mortgagor) in which

is named

as beneficiary (or mortgagee) and

as trustee

be mailed to **CBS Default**
at **500 Enterprise Road, Suite 150**
Horsham, PA 19044

Initials: **WRC**
GC
Form 3805

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

New Jersey
State of California
County of
On

Marguis Gerald Lender Representative

, before me Denise L Cole

, personally appeared

Marguis Gerald

, personally known to me

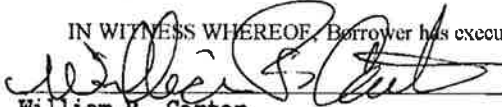
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument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

WITNESS my hand and official seal.

Denise L Cole
Notary Public

DENISE L. COLE
NOTARY PUBLIC OF NEW JERSEY
ID #2197316
My Commission Expires Jan 21, 2007

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


William R. Carter (Seal)
-Borrower


Candy R. Carter (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

State of California

County of Riverside

On July 27, 2006

, before me Patricia Ann McNulty, Notary Public, personally appeared

William R. Carter and Candy R. Carter

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

WITNESS my hand and official seal.

Patricia Ann McNulty



Customer Name: WILLIAM CARTER

Page 2 of 2

Application #: 000656123687

Order #: 5716671

Exhibit A (Legal Description)

ALL THAT PARCEL OF LAND IN HEMET, RIVERSIDE COUNTY, STATE OF CALIFORNIA, AS MORE FULLY DESCRIBED IN DEED DOC # 95-226507, , ID# 450-210-005, BEING KNOWN AND DESIGNATED AS THE WEST 220 FEET OF THE EASTERLY 440 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST UARTER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SAN BERARDINO BASE AND MERIDIAN, LYING NORTHERLY OF THE NORTHERLY LINE OF GIBBEL ROAD AS CONVEYED TO THE COUNTY OF RIVERSIDE, BY DEED RECORDED FEBRUARY 20, 1951, IN BOOK 1245, PAGE 560 OF OFFICIAL RECORDS

BY FEE SIMPLE DEED FROM FEDERAL NATIONAL MORTGAGE ASSOCIATION AS SET FORTH IN DOC # 95-226507 DATED 07/03/1995 AND RECORDED 07/13/1995, RIVERSIDE COUNTY RECORDS, STATE OF CALIFORNIA.

THIS IS TO INFORM YOU THAT A TAX LIEN HAS BEEN FILED WITH RESPECT TO UNSECURED PROPERTY

When recorded, mail to:

WILLIAM CARTER
JOHN MCCALL
11368 HOLMES AVE
MIRA LOMA CA 91752

Doc #. 2002-678127
11/19/2002 08:00A Fee: NC
Page 1 of 1
Recorded in Official Records
County of Riverside
== Gary Orso ==
Assessor, County Clerk and Recorder
This tax lien was electronically prepared and recorded by the County of Riverside

CERTIFICATE OF LIEN

(Recorded pursuant to Revenue and Taxation Code Section 2191.3 et seq. and without acknowledgement pursuant to Government Code Section 27282)

STATE OF CALIFORNIA | SS
COUNTY OF RIVERSIDE

No. 0241033

I, Paul McDonnell, Tax Collector of the County of Riverside, State of California, hereby certify that there are, on record in my office, unpaid taxes which were duly assessed, computed and levied for the fiscal year shown below pursuant to Section 2151 et seq. of the Revenue and Taxation Code.

The person(s) shown below is (are) liable to said County for the unpaid amounts set forth below plus any other penalties and charges which may accrue pursuant to law.

NAME AND ADDRESS

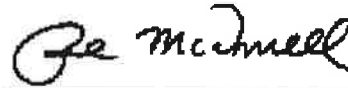
CARTER WILLIAM
MCCALL JOHN
11368 HOLMES AVE
MIRA LOMA CA 91752

<u>Fiscal Year</u>	<u>Tax Rate Area</u>	<u>Assessment Number</u>	<u>Tax</u>	<u>Penalty</u>	<u>Cost</u>	<u>Recording Fee</u>
2002-2003	009-023	001523827-4	\$58.62	\$5.86	\$0.00	\$11.00

Upon recordation of this certificate of lien, the total amount required to be paid constitutes a lien upon all personal property and real property now owned or subsequently acquired by the person(s) named herein before the date on which this lien expires.

This lien has the force, effect and priority of judgement lien for ten years from the recording of this instrument, unless sooner released or otherwise discharged.

Executed on 11/04/2002



Paul McDonnell, Tax Collector

DOC # 2008-0364114

07/03/2008 08:00A Fee:20.00

Page 1 of 3

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

ALL WHEN RECORDED MAIL TO:
Eskanos & Adler, P.C.
2325 Clayton Road
Concord, Ca. 94520

M	S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
				3						
M	A	L		465	426	PCOR	NCOR	SMF	NCHG	EXAM
A	NOTICE SENT					T:		CTY	UNI	026

Space above this line for recorder's use only

20

TRA:

DTT:

Abstract of Judgment

Title of Document



THIS AREA FOR
RECORDER'S
USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3:00 Additional Recording Fee Applies)

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

Public Record

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number):
 Recording requested by and return to
 Eskanos & Adler, P.C. 800-364-9919
 Donald R Stebbins (SB# 83936)/Ann K. Merrill (SB# 236358)
 Stelios A. Harris (SB# 242116)/ Martin Hoffmann (SB# 248141)
 2325 Clayton Road, Concord, CA 94520
 File No. 092248-7 DESK:011

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

STREET ADDRESS
 MAILING ADDRESS 135 N ALESSANDRO
 CITY AND ZIP CODE BANNING CA 92220
 BRANCH NAME MT. SAN JACINTO-BANNING DEPT.

FOR RECORDER'S USE ONLY

PLAINTIFF: DISCOVER BANK, ISSUER OF THE DISCOVER CARD
 DEFENDANT: WILLIE CARTER, et al.,

CASE NUMBER
 BAC010046

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS Amended

FOR COURT USE ONLY

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

a. Judgment debtor's
 Name and last known address
 WILLIE CARTER
 36924 SILK TREE CT
 WINCHESTER CA 925968834

b. Driver's license no. [last 4 digits] and state: Unknown
 c. Social security no. [last 4 digits]: 6879 Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): WILLIE CARTER
 36924 SILK TREE CT
 WINCHESTER CA 925968834

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

3. Judgment creditor (name and address): DISCOVER BANK, ISSUER OF THE DISCOVER CARD c/o 2325 Clayton Road, Concord, Ca 94520
 5. Original abstract recorded in this county:
 a. Date:
 b. Instrument No.:

Date: 04/28/08 Donald R. Stebbins/Ann K. Merrill
 Stelios A. Harris/Martin Hoffmann
 (TYPE OR PRINT NAME)


 (SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
 \$ 12,384.75

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

8. a. Judgment entered on (date): 04/03/08
 b. Renewal entered on (date):

9. This judgment is an installment judgment.

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



This abstract issued on (date):
MAY 13 2008

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

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

Clerk, by Willie Hester, Deputy



PLAINTIFF: DEFENDANT:	CASE NUMBER
------------------------------	-------------

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (name and address):

14. Judgment creditor (name and address):

15. Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address

17. Name and last known address

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

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

Social security no. [last 4 digits]: Unknown

Social security no. [last 4 digits]: Unknown

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

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

18. Name and last known address

19. Name and last known address

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

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

Social security no. [last 4 digits]: Unknown

Social security no. [last 4 digits]: Unknown

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

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

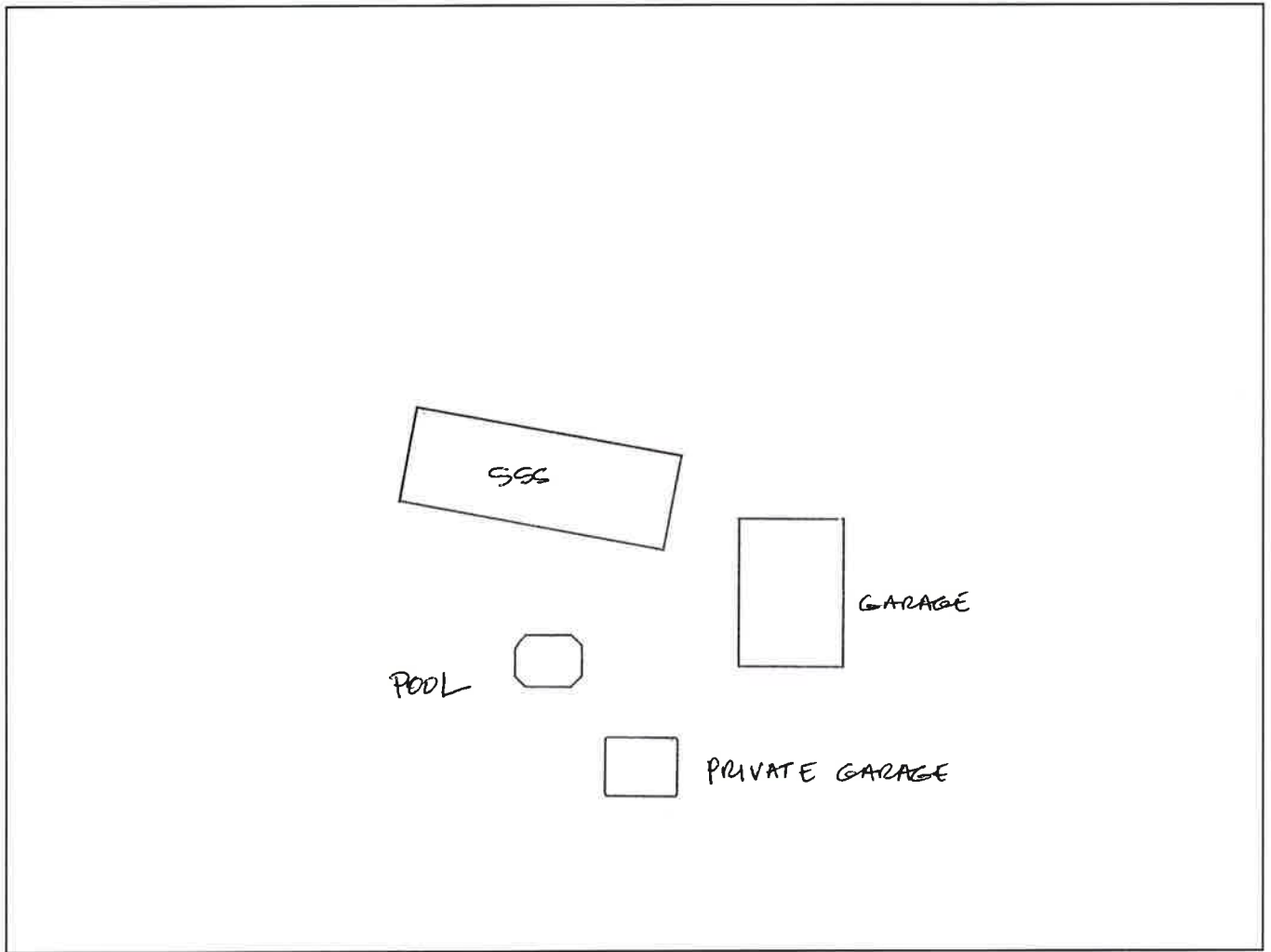
20. Continued on Attachment 20.

SITE PLAN: Case # CV-1002894

OWNER(S): WILLIAM R CARTER
SITE ADDRESS: 41188 GIBBEL RD, EAST HEMET
ASSESSOR'S PARCEL: 450-210-005
ACREAGE: 6.250000



REAR PROPERTY LINE



FRONT PROPERTY LINE: 41188 GIBBEL RD, EAST HEMET

PREPARED BY: M. SANDERS **DATE:** 10/21/10

EXHIBIT NO. D

Photographs



Vacant, abandoned main dwelling unit. KR



Vacant, abandoned 4 car garage. KR



Full green pool. KR



Condition 4; Hazardous plumbing. KR



Condition 5; Lack of required electrical lighting. KR



Condition 6; Hazardous wiring. KR

EXHIBIT NO. D²



Condition 11; Deterioration of roof. KR



Condition 13; Faulty weather protection. KR



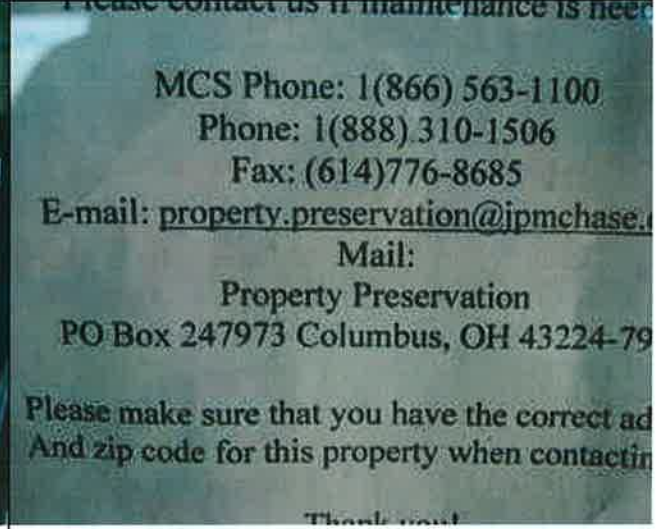
Condition 14; General dilapidation. KR



Condition 17; Public & attractive nuisance. KI



SS conditions are still there. KR



MCS Phone: 1(866) 563-1100

Phone: 1(888) 310-1506

Fax: (614)776-8685

E-mail: property.preservation@jpmchase.com

Mail:

Property Preservation

PO Box 247973 Columbus, OH 43224-79

Please make sure that you have the correct address and zip code for this property when contacting us.

Thank you!

Notice posted on window. KR

EXHIBIT NO. D³



NOV, NOD & CAUTION sign posted on 04/28/2010.



M Sanders 091610 - gap in wall between swann cooler, faulty weather protection



M Sanders 091610 - private garage



M Sanders 091610 - detached garage



M Sanders 091610 - lack of paint & unprotected wiring



M Sanders 091610 - close up of the unprotecte wiring

EXHIBIT NO. D4



M Sanders 091610 - rotted eave, improper maintenance



M Sanders 091610 - unfinished exterior wall, exposed wiring, east side



M Sanders 091610 -unfinished exterior wall, exposed wiring, center



M Sanders 091610 -unfinished exterior wall, exposed wiring, west side



M Sanders 091610 - interior walls not finished, no permits for renovation



M Sanders 091610 -interior walls not finished unprotected wiring, no permits for renovation

EXHIBIT NO. D^s



M Sanders 091610 -interior walls / ceiling not finished & no permits for renovation



M Sanders 091610 -interior walls / ceiling not finished, lack of plumbing & no permits for renovation



M Sanders 091610 - incompletd work, unknown drain line



M Sanders 091610 -incompletd work, unknown drain and supply line



M Sanders 091610 - improper wall mounted swamp



M Sanders 091610 - missing toilet and vent pip

EXHIBIT NO. Do

cooler	doesn't exceed roof line
--------	--------------------------

EXHIBIT NO. D⁷



EXHIBIT NO. D⁸



COUNTY OF RIVERSIDE CODE ENFORCEMENT DEPARTMENT

NOTICE OF VIOLATION

CASE No.: CV 10-02894

THE PROPERTY AT: 41188 Gibbel Rd APN#: 450-210-005

WAS INSPECTED BY OFFICER: K. Ross ID#: 82 ON 4/28/10 AT 12:30 am/pm (C)

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

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

COMMENTS: _____

IMPORTANT! CORRECTION(S) MUST BE COMPLETED BY: 5/28/2010 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

PRINT NAME

DATE

PROPERTY OWNER TENANT

CDL/CID#

D.O.B.

EXHIBIT NO. E

TEL. NO.

POSTED

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

UNIFORM HOUSING HEALTH & SAFETY
CODE SECTIONS CODE SECTIONS

SUBSTANDARD BUILDING CONDITIONS:

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

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

Case No. CV10 02894 Address 41188 Gibbel Rd

Date 4/28/2010 Officer K. Ross #82

EXHIBIT NO. E²



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

AFFIDAVIT OF POSTING OF NOTICES

April 29, 2010

RE CASE NO: CV1002894

I, Keith Ross, 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 04/28/2010 at 12:30 PM, I securely and conspicuously posted RCC 15.16.020 - Substandard Structure, Notice of Defects & DANGER sign. at the property described as:

Property Address: 41188 GIBBEL RD, HEMET

Assessor's Parcel Number: 450-210-005

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

Executed on April 29, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT



By: Keith Ross, Code Enforcement Officer

EXHIBIT NO. E³



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

NOTICE OF VIOLATION

April 29, 2010

WILLIAM R CARTER
41188 GIBBEL RD
HEMET, CA. 92544

RE CASE NO: CV1002894 at 41188 GIBBEL RD, HEMET, California, Assessor's Parcel Number 450-210-005

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 41188 GIBBEL RD, HEMET California, Assessor's Parcel Number 450-210-005, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457), of the Riverside County Code.

Said violation is described as:

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

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

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

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

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

COMPLIANCE MUST BE COMPLETED BY May 29, 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.

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

EXHIBIT NO. _____

E4

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

CODE ENFORCEMENT DEPARTMENT

By: Keith Ross, Code Enforcement Officer

EXHIBIT NO. E^S

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

UNIFORM HOUSING HEALTH & SAFETY
CODE SECTIONS CODE SECTIONS

SUBSTANDARD BUILDING CONDITIONS:

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

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

Case No. CV10 02894 Address 41188 Gibbel Rd

Date 4/28/2010 Officer K. Ross #82

EXHIBIT NO. E



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

PROOF OF SERVICE

Case No. CV1002894

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Elizabeth Ross, 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 April 29, 2010, I served the following document(s):

NOTICE RE: Notice of Violation

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

WILLIAM R CARTER 41188 GIBBEL RD, HEMET, CA. 92544

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 April 29, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

Elizabeth Ross
By: Elizabeth Ross, Code Enforcement Aide

EXHIBIT NO. E7

7009 2820 0004 4456 8067

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

William R Carter
41188 Gibbel Road
Hemet, CA 92544
CV10-02894 APN: 450

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

William R Carter
41188 Gibbel Road
Hemet, CA 92544
CV10-02894 APN: 450

A. Signature
[Handwritten Signature]

B. Received by (Print)
[Handwritten Name]

D. Is delivery address
If Yes, enter delivery

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

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label) 7009 2820 0004 4456 8067

EXHIBIT NO. E⁸



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

NOTICE OF VIOLATION

July 9, 2010

Chase Mortgage
PO Box 78420
Phoenix, CA 85062-8420

RE CASE NO: CV1002894 at 41188 GIBBEL RD, EAST HEMET, California, Assessor's Parcel Number 450-210-005

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 41188 GIBBEL RD, EAST HEMET California, Assessor's Parcel Number 450-210-005, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457), of the Riverside County Code.

Said violation is described as:

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

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

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

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

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

COMPLIANCE MUST BE COMPLETED BY August 8, 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 \$119.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

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

EXHIBIT NO. _____

E⁹

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: Michael Sanders, Sr. Code Enforcement Officer

EXHIBIT NO. _____

E¹⁰



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

NOTICE OF VIOLATION

July 9, 2010

GMAC Mortgage DBA diotech.com
3200 Park Center Dr., Ste. 150
Costa Mesa, CA 92626

RE CASE NO: CV1002894 at 41188 GIBBEL RD, EAST HEMET, California, Assessor's Parcel Number 450-210-005

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 41188 GIBBEL RD, EAST HEMET California, Assessor's Parcel Number 450-210-005, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457), of the Riverside County Code.

Said violation is described as:

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

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

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

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

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

COMPLIANCE MUST BE COMPLETED BY August 8, 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 \$119.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

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

EXHIBIT NO. _____

E¹¹

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: Michael Sanders, Sr. Code Enforcement Officer

EXHIBIT NO. E¹²



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

NOTICE OF VIOLATION

July 9, 2010

MERS
PO Box 2026
Flint, MI 48501-2026

RE CASE NO: CV1002894 at 41188 GIBBEL RD, EAST HEMET, California, Assessor's Parcel Number 450-210-005

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 41188 GIBBEL RD, EAST HEMET California, Assessor's Parcel Number 450-210-005, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457), of the Riverside County Code.

Said violation is described as:

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

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

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

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

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

COMPLIANCE MUST BE COMPLETED BY August 8, 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 \$119.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

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

EXHIBIT NO. _____

E¹³

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: Michael Sanders, Sr. Code Enforcement Officer

EXHIBIT NO. E^A

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

UNIFORM HOUSING HEALTH & SAFETY
CODE SECTIONS CODE SECTIONS

SUBSTANDARD BUILDING CONDITIONS:

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

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

Case No. CV10 02894 Address 41188 Gibbel Rd
 Date 4/28/2010 Officer K. Ross #82
 EXHIBIT NO. E¹⁵

7007 1490 0003 4244 9640

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	

Postmark
Here

Chase Mortgage
PO Box 78420
Phoenix, CA 85062-8420
Cv10-02894 APN: 450

PS Form 3800, August 2005 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Chase Mortgage
PO Box 78420
Phoenix, CA 85062-8420
Cv10-02894 APN: 450

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee
Kyle C Kohnke
 B. Received by (Printed Name) Date of Delivery
 KYLE C KOHNKE JUL 14 2010
 D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

Mail Express Mail
 Return Receipt for Merchandise
 C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) 7007 1490 0003 4244 9640

EXHIBIT NO. E 17

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

7007 1490 0003 4244 9664

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

Postmark
Here

MERS
PO Box 2026
Flint, MI 48501-2026
CV10-02894 APN: 450

PS Form 3800, August 2006

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

MERS
PO Box 2026
Flint, MI 48501-2026
CV10-02894 APN: 450

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Handwritten Signature]* Agent
 Addressee

B. Received by *[Handwritten Name]* Date of Delivery *[Handwritten Date]* 21 2016

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

Mail Express Mail
 Return Receipt for Merchandise
 C.O.D.

Restricted Delivery? (Extra Fee) Yes

2. Article Number
 (Transfer from service label)

7007 1490 0003 4244 9664

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

EXHIBIT NO. EA

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

DOC # 2010-0335472

07/19/2010 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



NOTICE OF NONCOMPLIANCE

030
M
030

In the matter of the Property of)

Case No.: CV10-02894


William R. Carter)

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No.457, (RCC Title 15.16.020) described as Substandard Structure. Such Proceedings are based upon the noncompliance of such real property, located at 41188 Gibbel Road, Hemet, CA, and more particularly described as Assessor's Parcel Number 450-210-005 and having a legal description of 6.25 ACRES M/L IN POR SW 1/4 OF SEC 25 T5S R1W, Records of Riverside County, with the requirements of Ordinance No. 457 (RCC Title 15.16.020).

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

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

COUNTY OF RIVERSIDE
DEPARTMENT OF CODE ENFORCEMENT

By: 
Hector Viray
Code Enforcement Department

ACKNOWLEDGEMENT

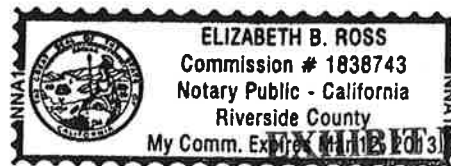
State of California)
County of Riverside)

On 07/14/10 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



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

December 14, 2010

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

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

Case No.: CV10-02894
APNs: 450-210-005; CARTER
Property: 41188 Gibbel Road, Hemet

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance No. 457 (RCC Title No. 15) and 725 (RCC Title 1) to consider the abatement of the substandard structures located on the SUBJECT PROPERTY described as 41188 Gibbel Road, Hemet, **Riverside County, California**, and more particularly described as Assessor's Parcel Number 450-210-005.


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

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, Supervising Code Enforcement Officer, at 8:30 a.m. on the day of the hearing in the lobby of the 1st floor annex in front of the Clerk of the Board's Office to discuss the case.

PAMELA J. WALLS
Riverside County Counsel



L. Alexandra Fong
Deputy County Counsel

EXHIBIT NO. 6



Track & Confirm

Search Results

Label/Receipt Number: **7010 1670 0001 7232 5037**
Service(s): **Certified Mail™**
Status: **Delivered**

Your item was delivered at 12:11 pm on December 20, 2010 in RIVERSIDE, CA 92501.

Track & Confirm

Enter Label/Receipt Number.

Go >

Detailed Results:

- **Delivered, December 20, 2010, 12:11 pm, RIVERSIDE, CA 92501**
- **Arrival at Unit, December 20, 2010, 6:12 am, RIVERSIDE, CA 92501**

Notification Options

Track & Confirm by email

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

7010 1670 0001 7232 5037

U.S. Postal Service		CERTIFIED MAIL RECEIPT	
		<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com			
OFFICIAL USE			
Postage	\$.44	Mailed 12/14/10 Postmark Here	
Certified Fee	2.80		
Return Receipt Fee (Endorsement Required)	2.30		
Restricted Delivery Fee (Endorsement Required)			
Total Postage & Fees	\$ 5.54		
Sent To			
Street, Apt. or PO Box #	WILLIAM R CARTER		
City, State, ZIP+4	41188 GIBBEL ROAD		
	HEMET CA 92544		
PS Form 3800, August 2006		See Reverse for Instructions	

EXHIBIT NO.
G2

NOTICE LIST

Subject Property: 41188 Gibbel Road, Hemet
 Case No.: CV 10-02894; APN: 450-210-005; District 3

WILLIAM R CARTER
 41188 GIBBEL ROAD
 HEMET CA 92544

JP MORGAN CHASE BANK NA
 ADORNO YOSS ALVARADO & SMITH
 1 MACARTHUR PLACE SUITE 200
 SANTA ANA CA 92707
 ATTN: CRAIG D. HARDWICK

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:
 JP MORGAN CHASE BANK NA
 ADORNO YOSS ALVARADO & SMITH
 1 MACARTHUR PLACE SUITE 200
 SANTA ANA CA 92707
 ATTN: CRAIG D HARDWICK

2. Article Number (Transfer from service label) **7010 1670 0001 7232 5013**

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent

B. Received by (Printed Name) Addressee

C. Date of Delivery

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

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

4. Restricted Delivery? (Extra Fee) Yes

DOC

2425 2E2L T000 029T 0T02

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	\$.61	Marked 12/22/04 Postmark Here
Certified Fee	2.80	
Return Receipt Fee (Endorsement Required)	2.30	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 2.71	

Sent
 Street or PO
 City: WILLIAM R CARTER
 4338 HARBOR COURT
 HEMET CA 92545-8900

PS Form 3800, August 2006 See Reverse for Instructions

G³

EXHIBIT NO. _____

NOTICE LIST

Subject Property: 41188 Gibbel Road, Hemet
Case No.: CV 10-02894; APN: 450-210-005; District 3

WILLIAM R CARTER
4338 HARBOR COURT
HEMET CA 92545-8900

JP MORGAN CHASE BANK NA
ADORNO YOSS ALVARADO & SMITH
1 MACARTHUR PLACE SUITE 200
SANTA ANA CA 92707
ATTN: CRAIG D. HARDWICK

Revised 12/22/10

EXHIBIT NO. 6⁴

1 **PROOF OF SERVICE**

2 Case No. CV 10-02894

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 December 14, 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)**

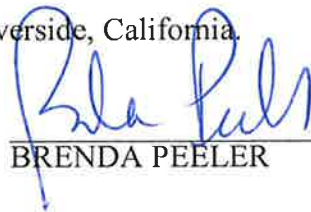
13 XX **BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED.** I am "readily familiar"
14 with the office's practice of collection and processing correspondence for mailing. Under
15 that practice it would be deposited with the U.S. Postal Service on that same day with
16 postage thereon fully prepaid at Riverside, 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 December 14, 2010, at Riverside, California.

24 
25 _____
26 BRENDA PEELER

27 **EXHIBIT NO.** 6⁵

28



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

AFFIDAVIT OF POSTING OF NOTICES

December 16, 2010

RE CASE NO: CV1002894

I, Michael Sanders, 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 DECEMBER 16, 2010 at 1:05 PM, I securely and conspicuously posted Notice to Correct County Violations and Abate Public Nuisance at the property described as:

Property Address: 41188 GIBBEL RD, EAST HEMET

Assessor's Parcel Number: 450-210-005

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

Executed on December 16, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Michael Sanders, Sr. Code Enforcement Officer

EXHIBIT NO. _____

G⁶

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Craig Hardwick

Alvarado Smith

Address: 1 MacArthur Place, Ste 200, Santa Ana CA
(only if follow-up mail response requested) 92707

City: Santa Ana **Zip:** 92707

Phone #: (714) 852-6800

Date: 1-11-11 **Agenda #** 9.6

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support **Oppose** **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

Support **Oppose** **Neutral**

I give my 3 minutes to: _____