

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

124B



FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
December 23, 2010

SUBJECT: Abatement of Public Nuisance [Excess Outside Storage & Accumulation of rubbish]

Case Nos.: CV 09-10816
Subject Property: 31980 Northwood Road, Desert Hot Springs;
APN: 750-170-032; BENITEZ

RECOMMENDED MOTION: Move that:

1. The excess outside storage of materials and accumulation of rubbish on the real property located at 31980 Northwood Road, Desert Hot Springs, Riverside County, California, APN: 750-170-032 be declared a public nuisance and a violation of Riverside County Ordinance Nos. 348 and 541 (Riverside County Code Chapters 17.144 and 8.120).
2. Victor M. Benitez and Cynthia P. Benitez, the owners of the subject real property, be directed to abate the excess outside storage and accumulation of rubbish on the property by removing the same from the real property within ninety (90) days.

(Continued)

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

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

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

C.E.O. RECOMMENDATION:

APPROVE
BY: *Jennifer L. Sargent*
Jennifer L. Sargent

County Executive Office Signature

- Policy
- Policy
- Consent
- Consent

MINUTES OF THE BOARD OF SUPERVISORS

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

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

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

Departmental Concurrence

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

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

BACKGROUND:

1. An initial inspection was made of the subject property by the Code Enforcement Officer on October 6, 2009.
2. The inspection revealed the excess outside storage of materials and an accumulation of rubbish on the subject property in violation of Riverside County Ordinance Nos. 348 and 541. The items included but were not limited to: household trash, tires, furniture, appliances, scrap wood, plastic, and miscellaneous trash and debris.
3. Subsequent follow up inspections of the above-described real property on November 16, 2009, December 16, 2009, February 4, 2010, March 24, 2010, and April 26, 2010, June 1, 2010, August 18, 2010, October 7, 2010, November 5, 2010, and December 16, 2010, revealed that the property continued to be in violation of Riverside County Ordinance Nos. 348 and 541.
4. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for the removal of excess outside storage and accumulation of rubbish.

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

3 IN RE ABATEMENT OF PUBLIC NUISANCE) CASE NO. CV 09-10816
4 [EXCESS OUTSIDE STORAGE AND)
5 ACCUMULATED RUBBISH] APN: 750-170-032,) DECLARATION OF OFFICER
6 31980 NORTHWOOD ROAD, DESERT HOT) RUSTY HANNAH
7 SPRINGS, COUNTY OF RIVERSIDE, STATE OF)
8 CALIFORNIA; VICTOR M. BENITEZ AND) [R.C.O. NO. 348, R.C.C. Chapter 17,
9 CYNTHIA P. BENITEZ, OWNERS.) R.C.O. NO. 541, R.C.C. Chapter 8.120
10)

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

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

17 2. I am informed and believe and thereon allege that on October 6, 2009, Code Enforcement
18 Officer Adam Hermanson conducted an initial inspection of the real property described as 31980
19 Northwood Road, Desert Hot Springs, Riverside County, California and further described as Assessor's
20 Parcel Number 750-170-032 (hereinafter referred to as "THE PROPERTY"). A true and correct copy of
21 a Thomas Brothers map indicating the location of THE PROPERTY is attached hereto as Exhibit "A."

22 3. A review of County records and documents disclosed that THE PROPERTY is owned by
23 Victor M. Benitez and Cynthia P. Benitez (hereinafter referred to as "OWNERS"). A certified copy of
24 the County Equalized Assessment Roll for the year 2009-2010 and a copy of the report generated from
25 the County Geographic Information System ("GIS") are attached hereto and incorporated herein by
26 reference as Exhibit "B." THE PROPERTY is 4.29 acres in size and is located within the W-2
27 (Controlled Development) zone classification. This zone classification allows outside storage on an
28 improved parcel with the amount of storage to be two hundred (200) square feet for properties that are a
29 minimum of one acre in size.

30 4. Based upon the Lot Book Report issued by RZ Title Service on December 7, 2009, as
31 updated on October 14, 2010, it is determined that other parties potentially hold a legal interest in
32 THE PROPERTY, to-wit: Recontrust Co., NA., BAC Home Loans Servicing, LP, and GCFS, Inc.

JAN 11 2011 9.11

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

3 5. I am informed and believe and thereon allege that on October 6, 2009, Code Enforcement
4 Officer Adam Hermanson drove to THE PROPERTY to conduct an inspection. Officer Hermanson
5 observed excess outside storage and accumulated rubbish on THE PROPERTY. During this inspection
6 Officer Viray determined the amount of outside storage of materials and accumulated rubbish to be four
7 thousand five hundred (4,500) square feet. The outside storage of materials and accumulated rubbish
8 were intermingled and consisted of but was not limited to: household trash, tires, furniture, appliances,
9 scrap wood, plastic, and miscellaneous trash and debris.

10 7. As a result of the excess outside storage of materials and accumulated rubbish, THE
11 PROPERTY constituted a public nuisance in violation of the provisions set forth in Riverside County
12 Ordinance ("RCO") No. 348 as codified in Riverside County Code ("RCC") Chapter 17.144 and RCO
13 No. 541, as codified in RCC Chapter 8.120.

14 8. On October 6, 2009, Notices of Violation for the excess outside storage of materials and
15 accumulated rubbish were posted on THE PROPERTY.

16 9. On October 8, 2009, Notices of Violation were mailed to OWNERS by certified mail
17 with return receipt requested.

18 10. I am informed and believe and thereon allege that on November 16, 2009, December 18,
19 2009, February 2, 2010, March 25, 2010, and April 27, 2010, Code Enforcement Officer Adam
20 Hermanson conducted follow-up inspections. Officer Hermanson observed that THE PROPERTY
21 remained in violation of RCO 348 (RCC Chapter 17.144) and 541 (RCC Chapter 8.120).

22 11. On August 18, 2010, October 7, 2010, and November 5, 2010, I conducted follow-up
23 inspections on THE PROPERTY that revealed the excess outside storage and accumulated rubbish
24 remained on THE PROPERTY in violation of RCO 348 (RCC Chapter 17.144) and 541 (RCC Chapter
25 8.120). During each inspection, I observed no reduction in the amount of rubbish or storage on THE
26 PROPERTY.

27 12. On August 20, 2010, Notices of Violation were mailed to OWNERS and
28 INTERESTED PARTIES by certified mail with return receipt requested. On October 8, 2010 and

1 October 20, 2010, Notices of Violation were mailed to OWNERS by certified mail, return receipt
2 requested.

3 13. A site plan and photographs depicting the condition of THE PROPERTY during the
4 above referenced inspections are attached hereto as Exhibit "D" and are incorporated herein by
5 reference.

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

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

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

14 17. A Notice of Non-Compliance was recorded in the Office of the County Recorder, County
15 of Riverside, State of California, on December 3, 2009, as Instrument Number 2009-0622647, a true
16 and correct copy of which is attached hereto and incorporated herein by reference as Exhibit "F".

17 18. On December 16, 2010, I conducted a follow-up inspection on THE PROPERTY that
18 revealed the excess outside storage and accumulated rubbish remained on THE PROPERTY in violation
19 of RCO 348 (RCC Chapter 17.144) and 541 (RCC Chapter 8.120).

20 19. On December 14, 2010, the second notice – "Notice to Correct County Ordinance
21 Violations and Abate Public Nuisance" providing notification of the Board of Supervisors' hearing
22 scheduled for January 11, 2011, as required by Riverside County Ordinance No. 725, was mailed to
23 OWNERS and INTERESTED PARTIES by certified mail, return receipt requested and on December
24 16, 2010, was posted on THE PROPERTY. True and correct copies of the notice, returned receipt
25 cards, together with the proof of service, and the affidavit of posting of notices are attached hereto as
26 Exhibit "G" and incorporated herein by reference.

27 20. The removal of all outside storage of materials and the removal of accumulated rubbish
28 currently on THE PROPERTY is required to bring THE PROPERTY into compliance with Riverside

1 County Ordinance Nos. 348, 541 and the Health and Safety Code. Given the size of the parcel and the
2 zoning classification, no amount of outside storage is allowed on THE PROPERTY under RCO No.
3 348. Under RCO No. 541, no amount of rubbish is allowed to be accumulated on THE PROPERTY.

4 21. Accordingly, the following findings and conclusions are recommended:

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


7 (b) the OWNERS or whoever have possession or control of THE PROPERTY be
8 required to remove all outside storage of materials and accumulated rubbish on THE PROPERTY in
9 accordance with the provisions of RCO Nos. 348 and 541.

10 (c) that if the materials and rubbish are not removed and disposed of in strict
11 accordance with all Riverside County Ordinances, including but not limited to Riverside County
12 Ordinance Nos. 348 and 541, within ninety (90) days of the date of the Order to Abate Nuisance, the
13 outside storage of materials and accumulated rubbish shall be abated and disposed of by representatives
14 of the Riverside County Code Enforcement Department, a contractor or the Sheriff's Department upon
15 receipt of an owner's consent or a Court Order when necessary under applicable law.

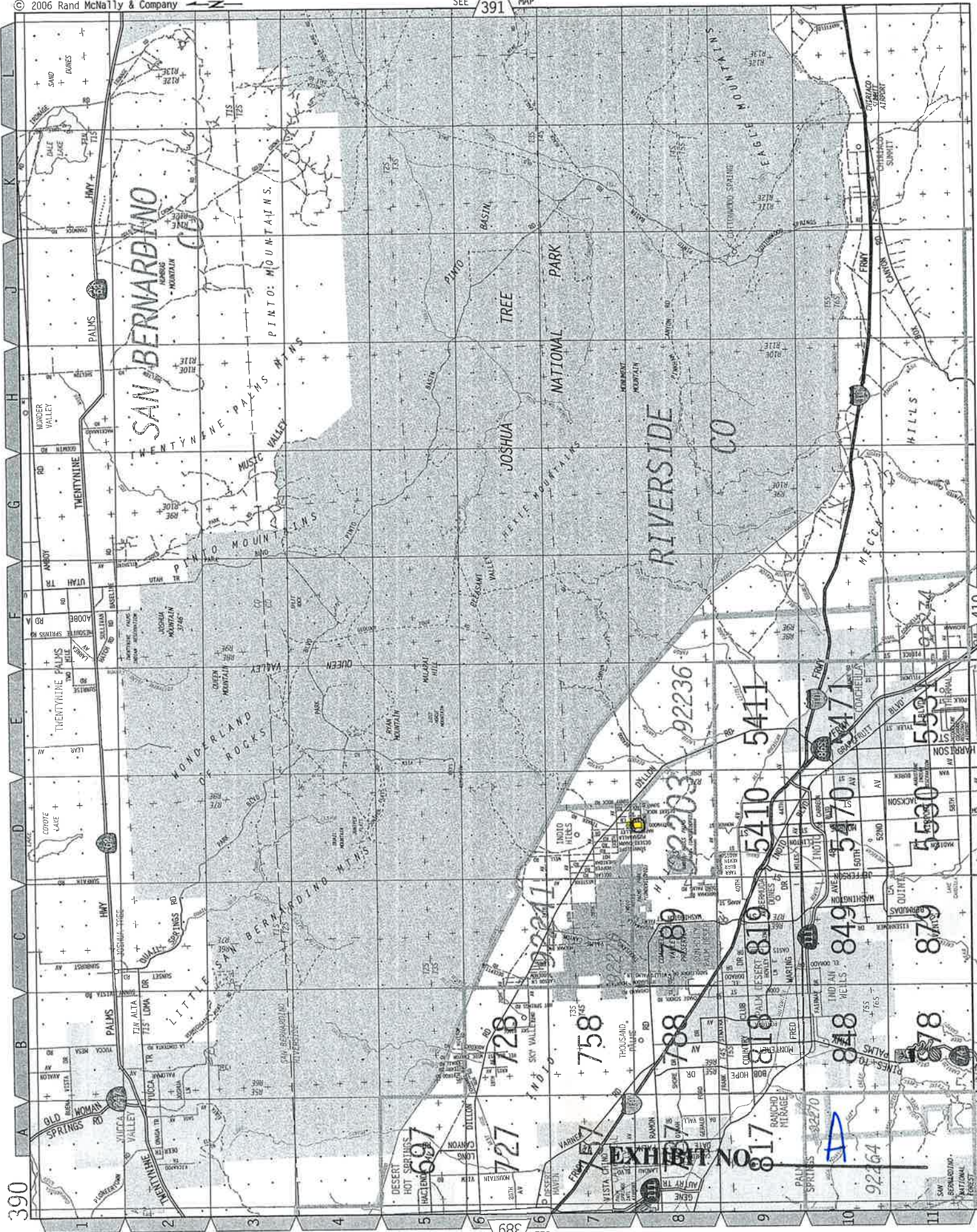
16 (d) that reasonable costs of abatement, after notice and opportunity for hearing, shall
17 be imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE
18 PROPERTY pursuant to Government Code Section 25845 and Riverside County Ordinance Nos. 348
19 and 725.

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

22 Executed this 16th day of Dec, 2010 at Indio Hills, California.

23
24 
25 RUSTY HANNAH
26 Code Enforcement Officer
27 Code Enforcement Department

28 L:\Code Enforcement\Abatements\2010\2009\CV09-10816\348 & 541 Dec.DOC



390

RIVERSIDE CO.

SEE 389 MAP

410

EXHIBIT NO. 80

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

Assessment #750170032-7		Parcel # 750170032-7	
Assessee:	BENITEZ VICTOR M	Land	26,016
Assessee:	BENITEZ CYNTHIA P	Structure	62,058
Mail Address:	31980 NORTHWOOD RD DSRT HOT SPG CA 92240	Full Value	88,074
Real Property Use Code:	R1	Total Net	88,074
Base Year	1996		
Conveyance Number:	0172706		
Conveyance (mm/yy):	1/2001		
PUI:	R010012		
TRA:	75-046		
Taxability Code:	0-00		
ID Data:	Lot 123 RS 027/046		
Situs Address:	31980 NORTHWOOD RD DSRT HOT SPG CA 92240		

View Parcel Map

EXHIBIT NO. B

RIVERSIDE COUNTY GIS



Selected parcel(s):
750-170-032

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

750-170-032-7

OWNER NAME / ADDRESS

VICTOR M BENITEZ
CYNTHIA BENITEZ
31980 NORTHWOOD RD
DSRT HOT SPG, CA. 92240

MAILING ADDRESS

(SEE OWNER)
31980 NORTHWOOD RD
DSRT HOT SPG CA.. 92240

EXHIBIT NO. _____

B²

LEGAL DESCRIPTION

RECORDED BOOK/PAGE: RS 27/46
SUBDIVISION NAME: NOT AVAILABLE
LOT/PARCEL: 123, BLOCK: NOT AVAILABLE
TRACT NUMBER: NOT AVAILABLE

LOT SIZE

RECORDED LOT SIZE IS 4.29 ACRES

PROPERTY CHARACTERISTICS

NO PROPERTY DESCRIPTION AVAILABLE

THOMAS BROS. MAPS PAGE/GRID

PAGE 5350

CITY BOUNDARY/SPHERE

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

MARCH JOINT POWERS AUTHORITY

NOT IN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY

INDIAN TRIBAL LAND

NOT IN A TRIBAL LAND

SUPERVISORIAL DISTRICT (ORD. 813)

JOHN BENOIT, DISTRICT 4

TOWNSHIP/RANGE

T4SR7E SEC 14

ELEVATION RANGE

1004/1024 FEET

PREVIOUS APN

747-184-014

PLANNING

LAND USE DESIGNATIONS

Zoning not consistent with the General Plan.
RR

AREA PLAN (RCIP)

WESTERN COACHELLA VALLEY

GENERAL PLAN POLICY OVERLAYS

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

GENERAL PLAN POLICY AREAS

NONE

ZONING CLASSIFICATIONS (ORD. 348)

W-2-10

ZONING DISTRICTS AND ZONING AREAS

CHUCKAWALLA AREA

ZONING OVERLAYS

NOT IN A ZONING OVERLAY

SPECIFIC PLANS

NOT WITHIN A SPECIFIC PLAN

AGRICULTURAL PRESERVE

NOT IN AN AGRICULTURAL PRESERVE

REDEVELOPMENT AREAS

NOT IN A REDEVELOPMENT AREA

AIRPORT INFLUENCE AREAS

NOT IN AN AIRPORT INFLUENCE AREA

AIRPORT COMPATIBILITY ZONES
NOT IN AN AIRPORT COMPATIBILITY ZONE

ENVIRONMENTAL

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

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

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

WRMSHCP CELL NUMBER
NOT IN A CELL

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

VEGETATION (2005)
NO DATA AVAILABLE

FIRE

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

FIRE RESPONSIBILITY AREA
NOT IN A FIRE RESPONSIBILITY AREA

DEVELOPMENT FEES

CVMSHCP FEE AREA (ORD. 875)
WITHIN THE COACHELLA VALLEY MSHCP FEE AREA

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

ROAD & BRIDGE DISTRICT
NOT IN A DISTRICT

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

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

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

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

DEVELOPMENT AGREEMENTS
NOT IN A DEVELOPMENT AGREEMENT AREA

TRANSPORTATION

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

ROAD BOOK PAGE
205

TRANSPORTATION AGREEMENTS
NOT IN A TRANSPORTATION AGREEMENT

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

HYDROLOGY

FLOOD PLAIN REVIEW

FLOOD PLAIN MANAGEMENT REVIEW IS REQUIRED. CONTACT THE FLOOD PLAIN MANAGEMENT SECTION AT (951) 955-1200 FOR INFORMATION.

WATER DISTRICT

CVWD

FLOOD CONTROL DISTRICT

NOT IN A FLOOD DISTRICT

WATERSHED

WHITEWATER

GEOLOGIC

FAULT ZONE

NOT IN A FAULT ZONE

FAULTS

WITHIN A 1/2 MILE OF
INDIO HILLS FAULT
SAN ANDREAS FAULT
SAN ANDREAS FAULTS
CONTACT THE COUNTY'S CHIEF ENGINEERING GEOLOGIST AT (951)955-6863.

LIQUEFACTION POTENTIAL

MODERATE

SUBSIDENCE

SUSCEPTIBLE

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

DESERT SANDS UNIFIED

COMMUNITIES

INDIO HILLS

COUNTY SERVICE AREA

IN OR PARTIALLY WITHIN
INDIO HILLS #105 -
STREET LIGHTING
PARK & RECREATION
ROAD MAINTAINANCE
FLOOD CONTROL

LIGHTING (ORD. 655)

NOT APPLICABLE, 48.60 MILES FROM MT. PALOMAR OBSERVATORY

2000 CENSUS TRACT

045206

FARMLAND

OTHER LANDS

TAX RATE AREAS

075-046
• CITRUS PEST CONTROL 2
• COACHELLA VAL JT BLO HIGH
• COACHELLA VALLEY PUBLIC CEMETERY

- COACHELLA VALLEY REC AND PARK
- COACHELLA VALLEY RESOURCE CONSER
- COACHELLA VALLEY WATER DISTRICT
- COUNTY FREE LIBRARY
- COUNTY SERVICE AREA 105 *
- COUNTY STRUCTURE FIRE PROTECTION
- COUNTY WASTE RESOURCE MGMT DIST
- CSA 152
- CV MOSQ & VECTOR CONTROL
- CVWD IMP DIST 18
- DESERT COMMUNITY COLLEGE
- DESERT SANDS UNIFIED SCHOOL
- GENERAL
- GENERAL PURPOSE
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- SUPERVISORIAL ROAD DISTRICT 4

SPECIAL NOTES

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

CODE COMPLAINTS

Case #	Description	Start Date
CV0910816	ABATEMENT	Oct. 1, 2009
CV1008847	VEHICLE ABATEMENT	Oct. 25, 2010

REPORT PRINTED ON...Wed Nov 17 13:20:14 2010
Version 101026



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

RHannah

Updated Lot Book

Customer:
 RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT

Order Number: **22838**

4080 Lemon Street
 Riverside CA 92501

Order Date: 10/14/2010
 Dated as of: 10/11/2010

Attn: Brent Steele
 Reference: CV09-10816/Marlena Hernandez
 IN RE: BENITEZ VICTOR M

County Name: Riverside

FEE(s):
 Report: \$60.00

Property Address: 31980 Northwood Road
 Desert Hot Springs CA 92240

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

All exceptions are as follows:

Assessor's Parcel No. : 750-170-032-7

Assessments:	Land Value:	\$26,016.00
	Improvement Value:	\$62,058.00
	Exemption Value:	\$0.00
	Total Value:	\$88,074.00

Property Taxes for the Fiscal Year	2010-2011
First Installment	\$614.23
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 12/10/2010)
Second Installment	\$614.23
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2011)
Substitution of Trustee Recorded	12/23/2009
Document No.	2009-0656898
Trustee	Shaun Donovan, Secretary of Housing and Urban Development by C&L Service Corporation and /or Morris-Griffin Corporation



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

Order Number: 22838
Reference: CV09-10816/Marl

A Release Recorded:	12/23/2009
Document No.	2009-0656899
of a Deed of Trust Recorded	06/12/2000
Document No.	2000-222083
Abstract of Support Judgment Filed in the	Superior Court of California, County of Orange - Lamoreaux Justice Center
Case No.	01D002690
Recorded	07/21/2010
Document No.	2010-0341181
Debtor	Cynthia Benitez
Creditor	Orange County Department of Child Support Services

NO OTHER EXCEPTIONS

DOC # 2009-0656898
 12/23/2009 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:
 C&L SERVICE/MORRIS-GRIFFIN



When Recorded Return To:
 Current Trustor:
 RELEASE DEPARTMENT
 C&L SVC/MORRIS GRIFFIN CORP
 2488 E 81ST ST STE 700
 TULSA, OK 74137

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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M	A	L							
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SUBSTITUTION OF TRUSTEE

SECRETARY OF HOUSING & URBAN DEVELOPMENT #:046907482 "BENITEZ" Riverside, California
 Prepared By: Yolanda Blake, CLS/MGC 2488 E 81ST ST STE 700, TULSA, OK 74137 1-918-551-5300

12 M
002

WHEREAS, the undersigned is the present Beneficiary under the Deed of Trust described below as follows:
 Original Trustor : VICTOR M. BENITEZ AND CYNTHIA P. BENITEZ, HUSBAND AND WIFE AS JOINT TENANTS
 Original Beneficiary: SECRETARY OF HOUSING AND URBAN DEVELOPMENT Dated: 05/16/2000 Recorded:
 06/12/2000 in Book/Reel/Liber: N/A Page/Folio: N/A as Instrument No.: 2000-222083 in the County of Riverside and
 State of California.

AND WHEREAS, the undersigned desires to substitute a different Trustee for the purpose of reconveying said Deed
 of TRUST; NOW THEREFORE the undersigned hereby substitutes SHAUN DONOVAN, SECRETARY OF
 HOUSING AND URBAN DEVELOPMENT BY C&L SERVICE CORPORATION AND/OR MORRIS-GRIFFIN
 CORPORATION, ATTORNEY IN FACT as Trustee under said Deed of Trust.

On December 16th, 2009
 Shaun Donovan, Secretary of Housing and Urban Development By: C & L Service Corporation and/or Morris-Griffin
 Corporation, Attorney in Fact POA: 07/08/2008 in Book/Reel/Liber: N/A Page/Folio: N/A as Instrument No.:
 2008-0373054

Monique Ivy
 MONIQUE IVY, Assistant Secretary, Morris -
 Griffin Corporation

STATE OF Oklahoma
 COUNTY OF Tulsa

Before me, a Notary Public in and for said county and State, on this 16th of December, 2009 personally appeared
 MONIQUE IVY, Assistant Secretary, Morris - Griffin Corporation to me known to be the identical person(s) who
 executed the within and foregoing instrument, and acknowledged to me that he/she/they executed the same as
 his/her/their free and voluntary act and deed for the uses and purposes therein set forth..

WITNESS my hand and official seal,

Yolanda Blake
 YOLANDA BLAKE
 Notary Expires: 09/02/2011 #03011344



(This area for notarial seal)

*YB*YBMGCT*12/16/2009 03:41:00 PM* MGCOT1MGCOT000000000000000000000034067* CARNER-046907482 CASTATE_TRUST_SUB *YB*YBMGCT*

DOC # 2009-0656899
 12/23/2009 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:
 C&L SERVICE/MORRIS-GRIFFIN



When Recorded Return To:
 Current Trustor:
 RELEASE DEPARTMENT
 C&L SVC/MORRIS GRIFFIN CORP
 2488 E 81ST ST STE 700
 TULSA, OK 74137

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



FULL RECONVEYANCE

SECRETARY OF HOUSING & URBAN DEVELOPMENT #:046907482 "BENITEZ" Riverside, California
 Prepared By: Yolanda Blake, CLS/MGC 2488 E 81ST ST STE 700, TULSA, OK 74137 1-918-551-5300

12



SHAUN DONOVAN, SECRETARY OF HOUSING AND URBAN DEVELOPMENT BY C&L SERVICE CORPORATION AND/OR MORRIS-GRIFFIN CORPORATION, ATTORNEY IN FACT as present Trustee for the Deed of Trust executed by VICTOR M. BENITEZ AND CYNTHIA P. BENITEZ, HUSBAND AND WIFE AS JOINT TENANTS as Trustor(s), Dated: 05/16/2000 Recorded: 06/12/2000 in Book/Reel/Liber: N/A Page/Folio: N/A as Instrument No.: 2000-222083 of official Records in the office of the County Recorder of Riverside, California having been requested in writing, by the holder of the obligations secured by said Deed of Trust, to reconvey the estate granted to trustee under said Deed of Trust, does hereby reconvey to the person or persons legally entitled thereto, without warranty, all the estate, title and interest acquired by Trustee under said Deed of Trust.

IN WITNESS WHEREOF, SHAUN DONOVAN, SECRETARY OF HOUSING AND URBAN DEVELOPMENT BY C&L SERVICE CORPORATION AND/OR MORRIS-GRIFFIN CORPORATION, ATTORNEY IN FACT as the Trustee has caused its corporate name to be affixed by a duly authorized officer on the date shown in the acknowledgment certificate below:

On December 16th, 2009

By: SHAUN DONOVAN, SECRETARY OF HOUSING AND URBAN DEVELOPMENT BY C&L SERVICE CORPORATION AND/OR MORRIS-GRIFFIN CORPORATION, ATTORNEY IN FACT as Trustee

Monique Ivy
 MONIQUE IVY, ASSISTANT SECRETARY, MORRIS-GRIFFIN CORPORATION

STATE OF Oklahoma
 COUNTY OF Tulsa

Before me, a Notary Public in and for said county and State, on this 16th of December, 2009 personally appeared MONIQUE IVY, ASSISTANT SECRETARY, MORRIS-GRIFFIN CORPORATION to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth..

WITNESS my hand and official seal,

Yolanda Blake
 YOLANDA BLAKE
 Notary Expires: 09/02/2011 #03011344



(This area for notarial seal)

~Y8~YBMGCT*12/16/2009 03:41:00 PM* MGC01MGC0000000000000000034067* CARIVER* 046907482 CASTATE_TRUST_REL ~Y8~YBMGCT*

DOC # 2010-0341181

07/21/2010 08:00A Fee:NC

Page 1 of 2

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			2						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
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RECORDING REQUESTED BY

ORANGE COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES

COUNTY CODE: 0605900

Q



WHEN RECORDED MAIL TO

ORANGE COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES

PO BOX 22099

SANTA ANA CA 92702-2099

DOCUMENT TITLE

NOTICE OF SUPPORT JUDGMENT

NOTICE OF SUPPORT JUDGMENT
DCSS 0239 (09/01/05)

ABSTRACT OF SUPPORT JUDGMENT
(Code of Civil Procedure, §§674, 697.320, 700.190, Family Code § 4506)

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

ENF 1

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): <input checked="" type="checkbox"/> Recording requested by and return to: STEVEN ELDRED, DIRECTOR ORANGE COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES 1055 N MAIN ST SANTA ANA CA 92701-3639 TELEPHONE NO.:(866) 901-3212 <input type="checkbox"/> ATTORNEY FOR <input type="checkbox"/> JUDGMENT CREDITOR <input checked="" type="checkbox"/> ASSIGNEE OF RECORD	FOR RECORDER'S USE ONLY CASE NUMBER: 01D002690
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 341 THE CITY DR S MAILING ADDRESS: PO BOX 14169 CITY AND ZIP CODE: ORANGE 92863-1569 BRANCH NAME: LAMOREAUX JUSTICE CENTER	
PETITIONER/PLAINTIFF: JUAN PABLO BENITEZ RESPONDENT/DEFENDANT: CYNTHIA BENITEZ	
ABSTRACT OF SUPPORT JUDGMENT	

1. The <input type="checkbox"/> judgment creditor <input checked="" type="checkbox"/> assignee of record applies for an abstract of a support judgment and represents the following: a. Judgment debtor's Name and last known address CYNTHIA BENITEZ 3183 NEW HAMPSHIRE DR CORONA CA 92881-8312 b. Driver's license No. and state: B5440057 CALIFORNIA <input type="checkbox"/> unknown c. Social Security number: XXX-XX-2394 <input type="checkbox"/> unknown d. Birthdate: 12/24/1977 <input type="checkbox"/> unknown	FOR COURT USE ONLY (This document is a notice under Family Code Section 4506. Court stamp not required.) Any electronic signature affixed below has been officially adopted by the requesting governmental agency.
---	---

Date: 07/15/2010

STEVEN ELDRED
(TYPE OR PRINT NAME)


(SIGNATURE OF APPLICANT OR ATTORNEY)

2. I CERTIFY that the judgment entered in this action contains an order for payment of spousal, family, or child support. 3. Judgment creditor (name): ORANGE County Department of Child Support Services whose address appears on this form above the court's name. 4. <input checked="" type="checkbox"/> The support is ordered to be paid to the following county officer (name and address): ORANGE County Department of Child Support Services PO BOX 989067 WEST SACRAMENTO CA 95798-9067	5. Judgment debtor (full name as it appears in judgment): CYNTHIA BENITEZ 6. a. A judgment was entered on (date): 04/19/2002 b. Renewal was entered on (date): c. Renewal was entered on (date): 7. <input type="checkbox"/> An execution lien is endorsed on the judgment as follows: a. Amount: \$ b. In favor of (name and address): 8. A stay of enforcement has a. <input checked="" type="checkbox"/> not been ordered by the court. b. <input type="checkbox"/> been ordered by the court effective until (date): 9. <input type="checkbox"/> This is an installment judgment.
--	--

[Seal]

This document is a notice under Family Code Section 4506. No court seal required.

This abstract issued on (date): No date required under FC § 4506

This document is a notice under Family Code section 4506.
 Clerk, by No signature required. Deputy



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

Lot Book Report

Order Number: **20577**

Customer:

RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT

4080 Lemon Street

Riverside

CA 92501

Attn: Brent Steele

Reference: CV09-10816/Lupe T. Alatorre

IN RE: BENITEZ, VICTOR M.

Order Date: 12/7/2009

Dated as of: 12/18/2009

County Name: Riverside

FEE(s):

Report: \$114.00

Property Address: 31980 Northwood Road

Desert Hot Springs

CA 92240

Assessor's Parcel No. : 750-170-032-7

Assessments:

Land Value:	\$26,079.00
Improvement Value:	\$62,206.00
Exemption Value:	\$0.00
Total Value:	\$88,285.00

Tax Information

Property Taxes for the Fiscal Year	2009-2010
First Installment	\$599.54
Penalty	\$59.94
Status	NOT PAID-DELINQUENT
Second Installment	\$599.54
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2010)



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

Order Number: 20577

Reference: CV09-10816/Lupe

Property Vesting

The last recorded document transferring title of said property

Dated	10/25/1994
Recorded	03/31/1995
Document No.	100332
D.T.T.	\$63.80
Grantor	Russell True and Jimmie True, husband and wife as joint tenants
Grantee	Victor M. Benitez and Cynthia P. Benitez, husband and wife as joint tenants

Deeds of Trust

Position No.	1st
A Deed of Trust Dated	03/15/1995
Recorded	03/31/1995
Document No.	100333
Amount	\$58,333.00
Trustor	Victor M. Benitez and Cynthia P. Benitez, husband and wife as joint tenants
Trustee	Orange Coast Title Company, a California Corporation
Beneficiary	Pacific Crest Mortgage Corporation, a California Corporation

Assignment Dated	03/09/1995
Recorded	08/02/1995
Document No.	251704
Assigned to	Fleet Real Estate Funding Corp.

Assignment Dated	04/02/2001
Recorded	10/01/2001
Document No.	2001-475954



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

Order Number: 20577
Reference: CV09-10816/Lupe

Assigned to	Mortgage Electronic Registration Systems, Inc., a Delaware Corporation
Notice of Default Recorded	10/14/2009
Document No.	2009-0530730
Assignment Dated	10/09/2009
Recorded	11/30/2009
Document No.	2009-0614773
Assigned to	Bac Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP
Position No.	2nd
A Deed of Trust Dated	05/16/2000
Recorded	06/12/2000
Document No.	2000-222083
Amount	\$6,449.33
Trustor	Victor M. Benitez and Cynthia P. Benites, husband and wife as joint tenants
Trustee	Fleet Mortgage Corporation
Beneficiary	Secretary of Housing and Urban Development

Additional Information

A Declaration of Homestead executed by	Victor M. Benitez and Cyntia P. Benitez
Recorded	08/03/1995
Document No	253019
Notice of Non-Compliance filed by	County of Riverside Department of Building and Safety
In the matter of the property of	Victor M. Benitez and Cynthia P. Benitez
Case No.	CV061717
Recorded	10/16/2006
Document No.	2006-0759068
Notice of Non-Compliance filed by	County of Riverside Department of Building and Safety
In the matter of the property of	Victor M. Benitez and Cynthia P. Benitez



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

Order Number: 20577
Reference: CV09-10816/Lupe

Case No.	CV056629
Recorded	10/16/2006
Document No.	2006-0759069
Notice of Non-Compliance filed by	County of Riverside Department of Code Enforcement
In the matter of the property of	Victor M Benitez and Cynthia Benitez
Case No.	CV09-10816
Recorded	12/03/2009
Document No.	2009-0622647
Abstract of Support Judgment Filed in the	Superior Court of California, County of Orange
Case No.	97FL07361
Recorded	11/08/2000
Document No.	2000-446345
Debtor	Victor M Benitez
Creditor	Orange County District Attorney
Abstract of Support Judgment Filed in the	Superior Court of California, County of Los Angeles - Central Civil West
Case No.	BY0633875
Recorded	03/11/2003
Document No.	2003-172225
Debtor	Victor Manuel Benitez
Creditor	County of Los Angeles
Abstract of Judgment Filed in the	Superior Court of California, County of Riverside - Indio Court, Larson Justice Center
Case No.	INC037327
Recorded	01/23/2004
Document No.	2004-0050813
Amount	\$7,636.80
Debtor	Cynthia Benitez aka Cynthia Ponce aka Cynthia Baca
Creditor	GCFS, Inc., a California corporation

Legal Description

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



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

Order Number: 20577

Reference: CV09-10816/Lupe

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN.

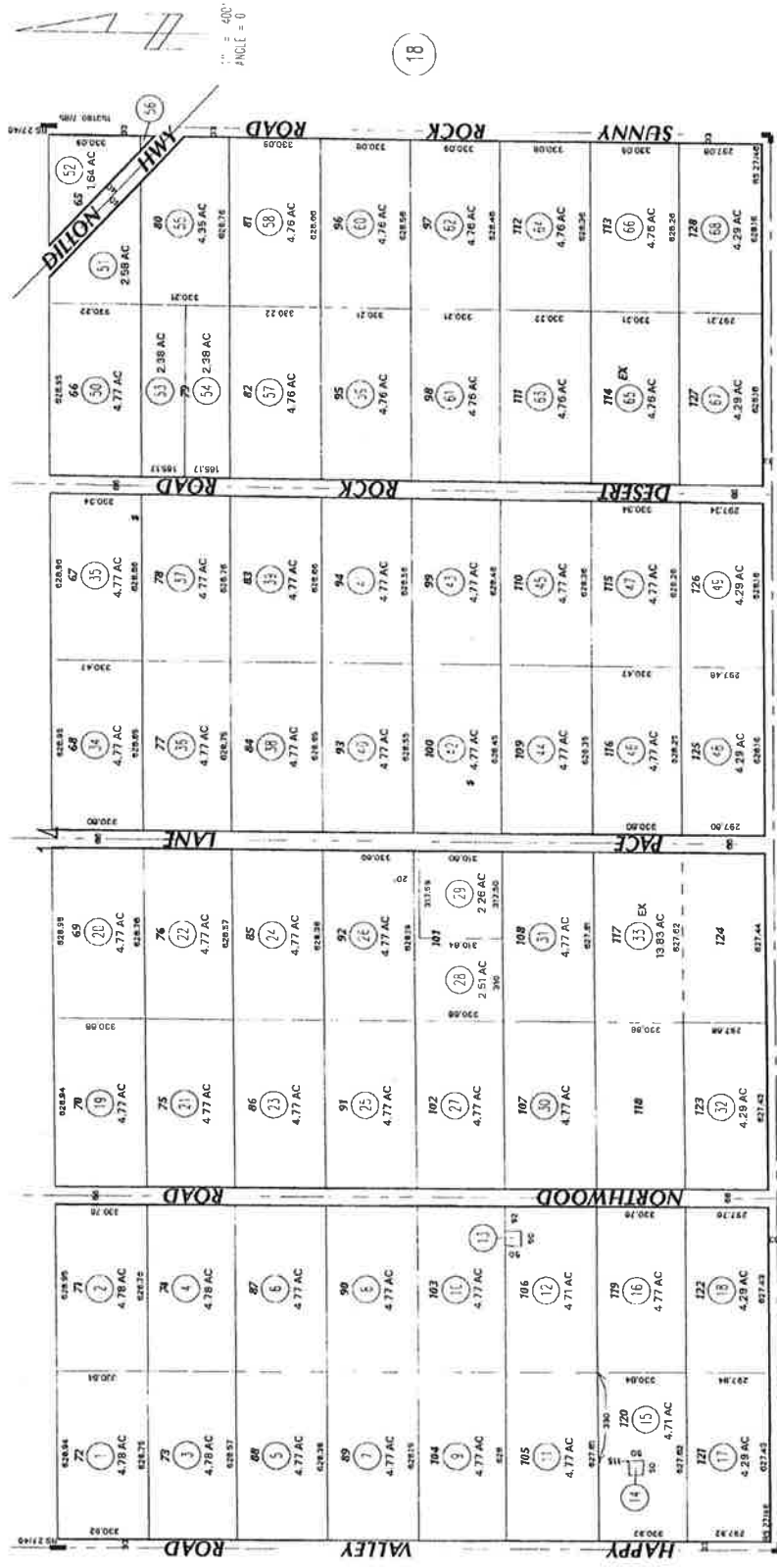
SAID PROPERTY IS ALSO SHOWN AS PARCEL 123 OF RECORD OF SURVEY ON FILE IN BOOK 27, PAGE 46 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

"THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PAPER MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES."

POR. SEC 14 T. 4S., R. 7E

T. R. A. 075-046

750-17
747-18



16

15

18

22

DATA G.L.O. 05 12/30-52

ASSESSOR'S MAP 04750 PG. 17
Riverstone County, Calif.

RS 27/46 RECORD OF SURVEY

Jul 2007

ORANGE COAST TITLE COMPANY

Order No. R-140211-1
Escrow No. 10-31547
Loan No.

WHEN RECORDED MAIL TO:
VICTOR M. BENITEZ AND
CYNTHIA P. BENITEZ
31980 NORTHWOOD ROAD
DESERT HOT SPRINGS, CA. 92240

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

100332
RECEIVED FOR RECORD
AT 2:00 O'CLOCK

MAR 31 1995

Recorder in Limited Plenary
of Riverside County, California
Recorder

Fee \$ 91.08

MAIL TAX STATEMENTS TO:

VICTOR M. BENITEZ AND
CYNTHIA P. BENITEZ
31980 NORTHWOOD ROAD
DESERT HOT SPRINGS, CA. 92240

SPACE ABOVE THIS LINE FOR RECORDER'S USE
DOCUMENTARY TRANSFER TAX \$ 63.80
* Computed on the consideration or value of property conveyed OR
* Computed on the consideration of value less liens or
encumbrances remaining at time of sale

UNDISBURSED
Signature of Declarant or Agent determining tax-Firm Name

APN: 747-184-014

TRA: 075046

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Russell True and Jimmie True, husband and wife as joint tenants

hereby GRANT(S) to **VICTOR M. BENITEZ AND CYNTHIA P. BENITEZ,
HUSBAND AND WIFE AS JOINT TENANTS**

the real property in the City of **UNINCORPORATED AREA**
County of **Riverside**

State of California, described as

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF MARKED EXHIBIT "A"

Dated October 25, 1994

STATE OF CALIFORNIA)
COUNTY OF Riverside) ss.

On November 2, 1994 before me,

Brenda S. DeLeon, a Notary Public
personally appeared Russell True and Jimmie True

Russell True
Russell True
Jimmie True
Jimmie True

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 acted, executed the instrument

WITNESS my hand and official seal

Signature Brenda S. DeLeon



(The area for official notarial seal)

100332
3 31 95
100332
CS
SECTION
TITLE

R 140211-1

Order No. R-140211-1

EXHIBIT "A"

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

The South half of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 14, Township 4 South, Range 7 East, San Bernardino Base and Meridian.

Said property is also shown as Parcel 123 of Record of Survey on file in Book 27, Page 46 of Records of Survey, Records of Riverside County, California.

Excepting therefrom all oil, gas, and other mineral deposits, together with the right to prospect for, mine and remove the same, as reserved in the Patent from the United States of America, recorded February 5, 1985 as Instrument No. 24159 of Official Records of Riverside County, California.

COMMUNITY 3 31 95
DE
ICS : VISION
TITLE

RANGE COAST TITLE COMPANY

WHEN RECORDED MAIL TO:
PACIFIC CREST MORTGAGE CORPORATION
68100 RAMON ROAD SUITE C-8
CATHEDRAL CITY, CA 92234
LMB 294-2127

100333
RECEIVED FOR RECORD
AT 2:00 O'CLOCK

MAR 31 1995

Recorder to Official Records
of Riverside County, California

Recorder
Foot U

(Space Above This Line For Recording Data)

State of California

DEED OF TRUST

FHA Case No.
046-9074827-703

2/16
100

THIS DEED OF TRUST ("Security Instrument") is made on **March 9, 1995**. The
Trustor is **VICTOR M. DEMITEE AND CYNTHIA P. DEMITEE, HUSBAND AND WIFE**
AS JOINT TENANTS

("Borrower").

The trustee is
ORANGE COAST TITLE COMPANY, A CALIFORNIA CORPORATION

("Trustee").

The beneficiary is
PACIFIC CREST MORTGAGE CORPORATION, A CALIFORNIA CORPORATION
which is organized and existing under the laws of **THE STATE OF CALIFORNIA**
and whose address is **68100 RAMON ROAD SUITE C-8**
CATHEDRAL CITY, CA 92234

("Lender").

Borrower owes Lender the principal sum of
FIFTY EIGHT THOUSAND THREE HUNDRED THIRTY THREE AND NO/100
Dollars (U.S. \$ **58,333.00**)

This debt is evidenced by Borrower's note
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
paid earlier, due and payable on **April 1, 2025**. This Security Instrument secures to Lender:

- (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b)
- the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument;
- and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in **RIVERSIDE** County, California:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

WHICH HAS THE PROPERTY ADDRESS OF:
ADDRESS: **11980 NORTHWOOD ROAD**
CITY: **DESERT HOT SPRINGS**
STATE: **CALIFORNIA**
ZIP: **92240**

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

Initials **V.M.D. C.P.D.**
FHA California Deed of Trust 691

(Page 1 of 6)

100333
3 31 95

RECORDS SECTION
TITLE

Loan No: 294-2137
Borrower: BENITZ

EXHIBIT "A"
(Legal Description)

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN. SAID PROPERTY IS ALSO SHOWN AS PARCEL 123 OF RECORD OF SURVEY ON FILE IN BOOK 27, PAGE 46 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. EXCEPTING THEREFROM ALL OIL, GAS, AND OTHER MINERAL DEPOSITS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME, AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA, RECORDED FEBRUARY 5, 1965 AS INSTRUMENT NO. 24159 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

COMM

3 31 95

1000

CS VISITOR

FOR TITLE

1-33333333

3 31 95

1 13:00

ICS - WISDOM

10:11 22

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate herby 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.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments of ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for items (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary (or any year in which such premium would have been required if the Lender still held the Security Instrument), each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.

4. Fire, Flood and other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

Initials X M T R C P B
FHA California Deed of Trust 6/91

(Page 2 of 6)

COMM

3 31 95

M:ROG CS:V:SIDR

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Applications; Leaseholds. 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 the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place or condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, required immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument

Initials VMB CPB
FHA California Deed of Trust 4/91

(Page 3 of 6)

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prior to or on the due date of the next monthly payment, or
(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Note Without Credit Approval.** Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclosure if not paid. This does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option and notwithstanding anything in paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

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

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9. b. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by

Initials **Y M O E C B**
FHA California Dept of Trust 6/91

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STAMP

first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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

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

16. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

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

17. **Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, 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. 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.

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

19. **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

Inhibit VMRCP6
PMA California Deed of Trust 491

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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.

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

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

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

- Condominium Rider
- Adjustable Rate Rider
- Growing Equity Rider
- Planned Unit Development Rider
- Graduated Payment Rider
- Other (Specify)

BY SIGNING HEREON, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.
Witness:

Victor M. Bonitez
VICTOR M. BONITEZ

Cynthia P. Bonitez
CYNTHIA P. BONITEZ

State of California, County of Riverside) SS:
On March 11, 1995 before me, the undersigned, a Notary Public in and for said State,
personally appeared Victor M. Bonitez And Cynthia P. Bonitez

~~personally appearing~~ (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.
(This area for official notarial seal)



Signature Brenda S. DeLoon

Brenda S. DeLoon
Name (typed or printer)

My commission expires: Oct. 26, 1998

REQUEST FOR REINDEMPANCE

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 the 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 therein.

251704

RECEIVED FOR RECORD
AT 2:00 O'CLOCK

AUG - 2 1995

Recorded in Office Records
of Riverside County, California
Recorder
Fee \$ 9

RECORDING REQUESTED BY

ORANGE COAST TITLE COMPANY

AND WHEN RECORDED MAIL TO

Name PACIFIC CREST MORTGAGE CORPORATION
Address 68100 RAMON ROAD SUITE C-8
CATHEDRAL CITY, CA 92234
Phone 294-2137

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTE: - After having been recorded, This Assignment should be kept
with the note and Deed of Trust hereby assigned.

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to
FLEET REAL ESTATE FUNDING CORP
all beneficial interest under that certain Deed of Trust dated March 9, 1995 executed by
VICTOR M. BENITEZ AND CYNTHIA P. BENITEZ, HUSBAND AND WIFE
AS JOINT TENANTS

to
ORANGE COAST TITLE COMPANY, A CALIFORNIA CORPORATION

and recorded MARCH 31, 1995, in book Page of
Instrument # 100333
in the Office of the County Recorder of RIVERSIDE
County, CA

AS DESCRIBED ON DEED OF TRUST AND REFERRED TO HEREIN

55-1704

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THIS MIC
1995 BY
INSTRUMENT NO
MICROFILMED : 1/15/96

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TOGETHER with the note or notes therein described and secured thereby, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Deed of Trust including the right to have reconveyed, in whole or in part the real property described therein.

DATED this 15TH day of MARCH, 1995
PACIFIC CREST MORTGAGE CORPORATION, A CALIFORNIA CORPORATION



BY: *Kathleen Hartman*
KATHLEEN HARTMAN-ASST. VICE-PRESIDENT

State of California)
County of RIVERSIDE) SS:
On 3-15-95 before me CANDY SIMON
the undersigned, a Notary Public in and for said State, personally appeared KATHLEEN HARTMAN

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.
(Reserved for official seal)



Signature *Candy Simon*
CANDY SIMON
Name (typed or printed)

55-1-035

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UNION TITLE

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

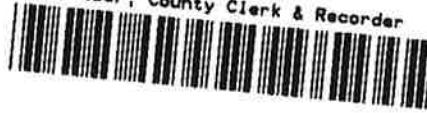
American Document Services
11112 Katella Ave
Suite 2000
Orange Ca 92667

DOC # 2001-475954

10/01/2001 08:00A Fee:17.00
Page 1 of 2

Recorded in Official Records
County of Riverside

Gary L. Orso
Assessor, County Clerk & Recorder



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Assignment of Security Instrument / Deed of
Trust / Mortgage
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)

STC-SCSD 899c (Rev 8/97)

W R O N O B L I T A T I O N

Public Record

ASSIGNMENT OF SECURITY INSTRUMENT/DEED OF TRUST/MORTGAGE

For value received, FLEET MORTGAGE CORP., a South Carolina Corporation, a Corporation duly organized and existing under and by virtue of the laws of the state of South Carolina, located at: 2210 Enterprise Drive, Florence, South Carolina 29501, does hereby transfer and assign unto
Mortgage Electronic Registration Systems, Inc., a Delaware Corporation

Grantee located at, G4318 Miller Road, Flint, MI 48507 its successors and or assigns forever, that certain security instrument/deed of trust/mortgage and note thereby secured, made and executed by VICTOR M BENITEZ AND CYNTHIA P BENITEZ, to PACIFIC CREST MORTGAGE CORPORATION for \$58,333 dated the 9TH day of MARCH, 1995, and duly recorded in book at page , document 100333 in the office of the Clerk of Court for RIVERSIDE County, State of CALIFORNIA **RECORDED: 3/31/95**

ADDRESS: 31980 NORTHWOOD RD, DESERT HOT SPRINGS, CA 92240

LEGAL DESCRIPTION: ~~(see attached)~~

In witness whereof, FLEET MORTGAGE CORP., has caused this instrument to be duly executed and Delivered this 2nd day of April, 2001.

IN THE PRESENCE OF:

Tracy Hicks
Tracy Hicks
Helen Jeffery
Helen Jeffery

FLEET MORTGAGE CORP.
Formerly Known As Fleet Real Estate Funding Corp.
Joyce L Walters
Joyce L Walters
Vice President
ATTEST
Beth Bristow
Beth Bristow
Assistant Secretary

473951 0053855022
102565603 BENITEZ
MIN#10001570004005399 XRF0552-006-0494



CA



STATE OF South Carolina
COUNTY OF FLORENCE

Personally appeared before me Tracy Hicks who being duly sworn says that she saw FLEET MORTGAGE CORP., a South Carolina Corporation, by Joyce L Walters its Vice President, who resides at: 1378 Chandler Circle, Florence, SC 29505, sign, seal and Beth Bristow its Assistant Secretary, who resides at 910 Coleman Circle, Mullins, SC 29574 sign, seal and execute as its act and deed deliver the foregoing assignment for the uses and purposes therein mentioned and that she with Helen Jeffery witnessed the execution and delivery thereof by the order of the board of directors for the said corporation.

Sworn to and subscribed before me this 2nd day of April, 2001

Willet Bines
Willet Bines Notary Public of South Carolina
My Commission Expires: 7-6-2009
South Carolina, County, Florence



Prepared by: FLEET MORTGAGE CORP.

FMC Loan Number: 53855022/B39
CM

Record & Return to:
American Document Services
1111 E. Katelia Ave., Suite 200
Orange, CA 92867
VRU #1-888-679-6377



2801-475954
18/01/2001 08:00H
2 of 2

Public Record

LANDSAFE TITLE

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

RECONTRUST COMPANY
1800 Tapo Canyon Rd., CA6-914-01-94
SIMI VALLEY, CA 93063

DOC # 2009-0530730
10/14/2009 08:00A Fee:15.00
Page 1 of 2
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

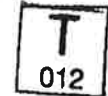


Attn: Maricela Sandoval
TS No. 09-0149856
Title Order No. 09-8-450635

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NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

15



IMPORTANT NOTICE

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

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

This amount is \$3,543.86, as of 10/09/2009 and will increase until your account becomes current.

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

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

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

TS No. 09-0149856

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP
C/O BAC Home Loans Servicing, LP
400 COUNTRYWIDE WAY SV-35
SIMI VALLEY, CA 93065
FORECLOSURE DEPARTMENT (800) 669-6650

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan.

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember,

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

NOTICE IS HEREBY GIVEN THAT: RECONTRUST COMPANY, N.A., is acting as an agent for the Beneficiary under a Deed of Trust dated 03/09/1995, executed by VICTOR M. BENITEZ AND CYNTIA P. BENITEZ, HUSBAND AND WIFE AS JOINT TENANTS as Trustor, to secure certain obligations in favor of PACIFIC CREST MORTGAGE CORPORATION, A CALIFORNIA CORPORATION as beneficiary recorded 03/31/1995, as Instrument No. 100333 (or Book __, Page __) of Official Records in the Office of the County Recorder of Riverside County, California.

Said obligation including ONE NOTE FOR THE ORIGINAL sum of \$ 58,333.00.

That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of: FAILURE TO PAY THE INSTALLMENT OF PRINCIPAL, INTEREST AND IMPOUNDS WHICH BECAME DUE ON 06/01/2009 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL, INTEREST AND IMPOUNDS, TOGETHER WITH ALL LATE CHARGES, PLUS ADVANCES MADE AND COSTS INCURRED BY THE BENEFICIARY, INCLUDING FORECLOSURE FEES AND COSTS AND/OR ATTORNEYS' FEES. IN ADDITION, THE ENTIRE PRINCIPAL AMOUNT WILL BECOME DUE ON 04/01/2025 AS A RESULT OF THE MATURITY OF THE OBLIGATION ON THAT DATE.

That by reason thereof, the present beneficiary under such deed of trust has executed and delivered to RECONTRUST COMPANY, N.A. such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

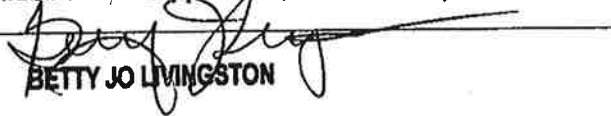
If required by the provisions of Section 2923.5 of the California Civil Code, the declaration from the mortgagee, beneficiary or authorized agent is attached to the Notice of Default duly recorded with the appropriate County Recorder's office.

Dated: October 09, 2009

RECONTRUST COMPANY, N.A., as agent for the Beneficiary

By LandSafe Title Corporation, as its Attorney in Fact

By


BETTY JO LIVINGSTON

[Page 2 of 2]

Form nod (09/01)

Public Record

9

LANDSLAPE TITLE
RECORDING REQUESTED BY:
RECONTRUST COMPANY
AND WHEN RECORDED MAIL DOCUMENT
AND TAX STATEMENTS TO:
RECONTRUST COMPANY
1800 Tapo Canyon Rd., CA6-914-01-94
SIMI VALLEY, CA 93063

ATTN: Maricela Sandoval
TS No. 09-0149856

09-8-450635

DOC # 2009-0614773
11/30/2009 08:00A Fee:24.00
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



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SUBSTITUTION OF TRUSTEE AND ASSIGNMENT OF DEED OF TRUST

The undersigned MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., (hereinafter referred to as Beneficiary) is the Beneficiary of that certain Deed of Trust dated 03/09/1995, executed by VICTOR M. BENITEZ AND CYNTHIA P. BENITEZ, HUSBAND AND WIFE AS JOINT TENANTS, Trustor, to ORANGE COAST TITLE COMPANY, A CALIFORNIA CORPORATION, as Trustee, and recorded as Instrument No. 100333 on 03/31/1995, of Official Records in the County Recorder's Office of RIVERSIDE County, California. NOW THEREFORE, Beneficiary hereby substitutes RECONTRUST COMPANY, N.A., WHOSE ADDRESS IS: 1800 Tapo Canyon Rd., CA6-914-01-94, SIMI VALLEY, CA 93063, as Trustee under said Deed of Trust herein referred to, in the place and stead of and with all rights, title, powers, and interest of the former trustee described above.

24



FOR VALUE RECEIVED, the undersigned hereby grants, assigns, conveys and transfers to BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP all beneficial interest under that certain Deed of Trust described above. Said described land: "As more fully described in the above referenced Deed of Trust." Together with the note or notes therein described or referred to, the money due and to become due thereon with the interest, and all rights accrued or to accrue under said Deed of Trust.

DATED: October 09, 2009

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

State of: CA

) BY:

Abraham Bartamian

County of: Ventura

)

Abraham Bartamian, Assistant Secretary

OCT 16 2009

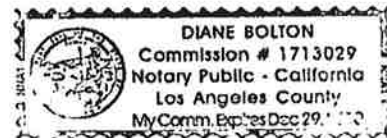
On Abraham Bartamian before me, Diane Bolton, notary public, personally appeared

Abraham Bartamian, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to 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 *Diane Bolton* (Seal)
Notary Public's Signature



Diane Bolton

#1713029

Form subasgnmt (01/09)

Exp. Dec. 29, 2010

Public Record

Mail to:
First American

DOC # 2000-222083

04/12/2000 08:00A Fee:28.00

Page 1 of 7

Recorded in Official Records

County of Riverside

Gary L. Orse

Assessor, County Clerk & Recorder



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			7						
A	R	L	COPY	LONG	REFUND	HOW	EXAM		JB

THIS INSTRUMENT FILED FOR RECORD BY
FIRST AMERICAN TITLE INSURANCE COMPANY AS AN
ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS
TO ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE.

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SUBORDINATE DEED OF TRUST

FHA CASE NO
046-9074827-703

THIS SUBORDINATE DEED OF TRUST ("Security Instrument") is made on May 16, 2000. The Grantor is Victor M. Bealtes and Cyathia P. Bealtes, husband and wife as joint tenants ("Borrower"). The trustee is Fleet Mortgage Corporation ("Trustee"). The beneficiary is the Secretary of Housing and Urban Development and its successors and assigns, whose address is U.S. Dept. of HUD, c/o Clayton National, 4 Corporate Drive, Shelton, CT 06484 ("Lender"). Borrower owes Lender the principal sum of Six Thousand, Four Hundred Forty-nine and 33/100 Dollars (U.S. \$6,449.33). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on April 1, 2025. The Original Mortgage, dated March 9, 1995 was recorded in Instrument No. 100333 in the County Records of Riverside, California, on March 31, 1995. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably warrants, grants and conveys to the Trustee, in trust, with power of sale, the following described property located in Riverside County, California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Tax ID# 747-184-014-0

Which has the address of (Street, City) 31980 Northwood Road, Desert Hot Springs, CA 92240 (Zip Code)
("Property Address");

FHA Subordinate Deed of Trust

Page 1

YALB
C.P.S.

THIS MICROFILM COPYRIGHTED
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INSURANCE COMPANY
MICROGRAPHICS DIVISION

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THIS MICROFILM COPYRIGHTED
1987 BY SECURITY UNION TITLE
INSURANCE COMPANY
MICROGRAPHICS DIVISION

RIVERSIDE

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

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

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

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal.** Borrower shall pay when due the principal of the debt evidenced by the Note.
2. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
3. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.
4. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to: U.S. Dept. of HUD, c/o Clayton National, 4 Corporate Drive, Shelton, CT 06484 or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
5. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note, which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

2680-222083
06-12-2000 10:00 AM
2 of 2

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

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

7. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. 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 assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 7 of the Subordinate Note, the Secretary may invoke the non-judicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph or applicable law.

8. Release. Upon payment of all sums secured by this Security Instrument, Lender or Trustee shall release this Security Instrument without charge to Borrower and mark the Note "paid" and return the Note to Borrower. Borrower shall pay any recordation costs.

9. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

10. Possession of the Property. Borrower shall have possession of the Property until Lender has given Borrower notice of default pursuant to paragraph 18 of this Security Instrument.

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INSURANCE COMPANY

RIVERSIDE



2000-222083
06 12 2000 00 000
3 of 7

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

Witnesses

[Signature] (Seal)
Witness Signature

Victor M. Benitez
Victor M. Benitez - Borrower

LANVA DOBBINS
Printed Name of Witness

Cynthia P. Benitez
Cynthia P. Benitez - Borrower

[Signature] (Seal)
Witness Signature

Kimberly Barry
Printed Name of Witness



STATE OF California)
)
COUNTY OF Riverside) ss:

On the 25 Day of May in the year 2000 before me, the undersigned, personally appeared Victor M. Benitez and Cynthia P. Benitez, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), that by his / her / their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Indio, State of California.

[Signature]
Notary Public

NUMERICAL

6 12 00

THIS SECURITY INSTRUMENT
SENT BY SECURITY TO THE
RECORDS COMPANY
MICROFILMED DIVISION

2000-222083
06/12/2000 09 09A
4 of 7

NUMEROUS

6 12 00

THIS MICROFILM COPYRIGHTED
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INSURANCE COMPANY
MICROFILM DIVISION

RIVERSIDE

EXHIBIT "A"

(Legal Description)

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 7 EAST, SAN BERNARDINO BASE AND MERIDIAN. SAID PROPERTY IS ALSO SHOWN AS PARCEL 123 OF RECORD OF SURVEY ON FILE IN BOOK 27, PAGE 46 OF RECORDS OF SURVEY, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. EXCEPTING THEREFROM ALL OIL, GAS, AND OTHER MINERAL DEPOSITS, TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE THE SAME, AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA, RECORDED FEBRUARY 5, 1985 AS INSTRUMENT NO. 24159 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.



2000-222083
06/12/2000 00:00:00
5 of 7

STATE OF California Effective Date: May 16, 2000
 Borrower(s): Victor M. Benitez
 COUNTY OF Riverside Cynthia P. Benitez
 Property Address: 31980 Northwood Road
 FMG Loan No 53855022 Desert Hot Springs, CA
92240

Exhibit

COMPLIANCE AGREEMENT

The undersigned Borrower(s), in consideration of the Subordinate Note and Subordinate Mortgage or Deed of Trust offered by *Fleet Mortgage Corp.*, its successors and/or assigns ("Lender") in the amount of \$6,449.33, in connection with reinstating the delinquent loan secured by a Deed of Trust/Mortgage dated March 9, 1995 agrees to fully cooperate with any reasonable requests made by Lender, or its agent, to correct typographical errors in the Promissory Note and Subordinate Mortgage or Deed of Trust enabling Lender to sell, convey, guarantee or obtain insurance for any investor or institution, including but not limited to, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Department of Veterans Affairs, or any municipal bonding authority, to ensure enforceability of the Promissory Note and Subordinate Mortgage or Deed of Trust. These requests may include, but are not limited to, all changes, corrections, re-execution or modification of any document related to such loan, as may be required.

The undersigned will comply with all requests within thirty (30) days from the date they are made by Lender or its agent. If Borrower(s) fails to meet its obligations, Borrower(s) acknowledge liability for all costs including, but not limited to, actual expenses, legal fees, court costs, and marketing expenses incurred by Lender to enforce its rights under the Promissory Note and Subordinate Mortgage or Deed of Trust.



Victor M. Benitez
 Victor M. Benitez, Borrower

Cynthia P. Benitez
 Cynthia P. Benitez, Borrower

STATE OF California)
) ss.
 COUNTY OF Riverside)

On the 25 day of MAY in the year 2000, before me, the undersigned, personally appeared Victor M. Benitez and Cynthia P. Benitez, personally known to me - OR - proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), that by his / her / their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of INDIO, State of California.

R. Diaz
 Notary Public

RECORD & RETURN TO: Fleet Mortgage Corporation, Fleet Counseling Services
 Settlement/Quality Assurance
 2210 Enterprise Drive, SC/FL/2577
 Florence, SC 29501



NUMBERED 6 12 00
 THIS MICROFILM COPYRIGHTED 1987 BY SECURITY UNION TITLE INSURANCE COMPANY MICROGRAPHICS DIVISION

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Ramon Carlos Diaz
Commission #: 1246502
Place of Execution: Riverside
Date Commission Expires: Dec 30, 2003
Date: 6/20/00
Signature: [Signature]



2000-222083
06/12/2000 00:00
7 of 7

RV:2000 00222083

0 12 00

ENCLOSURE

UNMCD-9

8 3 95

ORIGINAL COPIES RETURNED TO SECURITY UNIT TITLE MICROFILMS DIVISION

RECORDING REQUESTED BY
M/M BENITEZ
AND WHEN RECORDED MAIL TO
Name MR. & MRS. BENITEZ
Street 31980 NORTHWOOD ROAD
Address DESERT HOT SPRINGS, CA.
City, State 92241
Zip Code
FILE NO. 95 100332

253019
RECEIVED FOR RECORD
AT 8:00 OCLOCK

AUG 03 1995

Recorder
Notary
Page 1

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Homestead Declaration
HUSBAND AND WIFE AS DECLARED OWNERS

We, VICTOR M. BENITEZ and CYNTHIA P. BENITEZ
do hereby certify and declare as follows:

We are married to each other. We hereby claim as a homestead and make ourselves declared homesteaded owners of the premises located in the City of DESERT HOT SPRINGS/AREA
County of RIVERSIDE, State of California, commonly known as 31980 NORTHWOOD ROAD, DESERT HOT SPRINGS, CA.
and more particularly described as follows:

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 7 EAST, SAN BERNARDINO MERIDIAN, AS SHOWN IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

We are the declared homestead owners of the above declared homestead. We own fee title interest in the above declared homestead:

The above declared homestead is our principal dwelling, and we are currently residing on that declared homestead.
 with dependents. declared owner(s) are over 65 years of age. declared owner(s) are disabled.

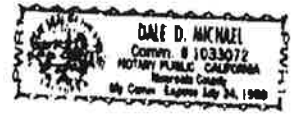
The facts stated in this Declaration are true as of our personal knowledge.

Dated: MAY 27, 1995
[Signature]
VICTOR M. BENITEZ
[Signature]
CYNTHIA P. BENITEZ

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE

JUNE 28 1995 before me, DALE D. MICHAEL (here insert name and title of the person(s) personally known to me)
personally appeared CYNTHIA P. BENITEZ AND VICTOR M. BENITEZ (here insert name and title of the person(s) whose name(s) is/are subscribed to be within instrument and knowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that he/she/their signature(s) on the instrument is/are his/hers/their own, or the only upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature [Signature] (Seal)



TCP-4



PURPOSE ACKNOWLEDGMENT

State of California }
County of RIVERSIDE } SS.
On JUNE 28 1995 before me, DALE D. MICHAEL
personally appeared CYNTHIA PONCE BENITEZ

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 name 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.

Dale D. Michael
NOTARY PUBLIC

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
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

DESCRIPTION OF ATTACHED DOCUMENT

Homestead de claracion
TITLE OR TYPE OF DOCUMENT

1
NUMBER OF PAGES

5/27/95
DATE OF DOCUMENT

SIGNER IN REPRESENTING:
NAME OF PERSON(S) OR ENTITY(ES)

OTHER

APA 194

VALI BY BERRA, 800-362-3369

1995-02-26

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CLERK OF COURT
1995 RE SECURITY UNION TITLE
LAND RECORDS DIVISION

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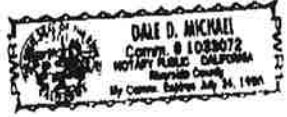
NOTARY PUBLIC

NOTARY PUBLIC

AL-PURPOSE ACKNOWLEDGMENT

State of California }
County of RIVERSIDE } SS.
On JUNE 29 1995 before me, DALE D. MICHAEL
personally appeared VICTOR MANUEL BENITEZ BARRA

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.

Dale D. Michael
NOTARY PUBLIC

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
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

DESCRIPTION OF ATTACHED DOCUMENT

Home Stead Declaration
TITLE OR TYPE OF DOCUMENT

1
NUMBER OF PAGES

6/27/95
DATE OF DOCUMENT

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

OTHER

VALLEY-SIERRA, 800-342-5169

When recorded please mail to:
Mail Stop# 4029

DOC # 2006-0759068

10/16/2006 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

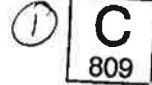
Larry W. Ward

Assessor, County Clerk & Recorder



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NOTICE OF NONCOMPLIANCE



In the matter of the Property of)
Victor M. Benitez)
Cynthia P. Benitez)

Case No. CV061717

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 348 (RCC Title 17.144.010) described as Unpermitted Property Use – Storage of (1) Container. Such proceedings are based upon the noncompliance of such real property, located at 31980 Northwood Rd., Indio Hills/Desert Hot Springs, CA and more particularly described as Assessment Parcel No. 750-170-032 and having a legal description of 4.29 acres, more or less, in PAR 123, Record of Survey Book 27, Page 46 Section 14 T4S, R7E, with the requirements of Ordinance No. 348 (RCC Title 17.144.010).

The owner has been advised to immediately correct the above-referenced violations to avoid further action by the County of Riverside which may include demolition, removal, razing, etc., to abate the public nuisance. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Building and Safety Department 82675 Highway 111, Room 209, Indio, CA 92201, Attention Hector Herrera, Code Enforcement Officer.

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 BUILDING AND SAFETY

By *Dave Lawless*
Dave Lawless, Supervising Code Enforcement Officer
Code Enforcement Division

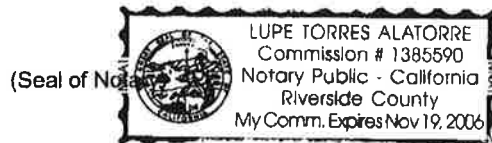
ACKNOWLEDGMENT

State of California)
County of Riverside)

On 10-16-06 before me, Lupe Torres Alatorre, Notary Public, personally appeared Dave Lawless, personally known to me 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.

Lupe Torres Alatorre



Public Record

When recorded please mail to:
Mail Stop# 4029

DOC # 2006-0759069

10/16/2006 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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NOTICE OF NONCOMPLIANCE



In the matter of the Property of)
Victor M. Benitez)
Cynthia P. Benitez)

Case No. CV056629

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 541 (RCC Title 8.120) described as Accumulated Rubbish. Such proceedings are based upon the noncompliance of such real property, located at 31980 Northwood Rd., Indio Hills/Desert Hot Springs, CA and more particularly described as Assessment Parcel No. 750-170-032 and having a legal description of 4.29 acres, more or less, in PAR 123, Record of Survey Book 27, Page 46 Section 14 T4S, R7E, with the requirements of Ordinance No. 541 (RCC Title 8.120).

The owner has been advised to immediately correct the above-referenced violations to avoid further action by the County of Riverside which may include demolition, removal, razing, etc., to abate the public nuisance. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Building and Safety Department 82675 Highway 111, Room 209, Indio, CA 92201, Attention Hector Herrera, Code Enforcement Officer.

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 BUILDING AND SAFETY

By *Dave Lawless*
Dave Lawless, Supervising Code Enforcement Officer
Code Enforcement Division

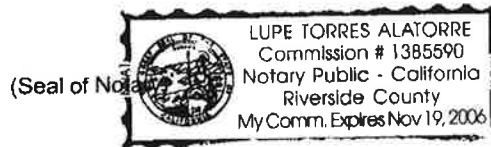
ACKNOWLEDGMENT

State of California)
County of Riverside)

On 10-16-06 before me, Lupe Torres Alatorre, Notary Public, personally appeared Dave Lawless, personally known to me 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.

Lupe Torres Alatorre



Public Record

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

DOC # 2009-0622647
 12/03/2009 08:00A Fee:NC
 Page 1 of 1
 Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder



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NOTICE OF NONCOMPLIANCE

In the matter of the Property of
 Victor M Benitez
 Cynthia Benitez

Case No.: CV09-10816

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 541 & 348, (RCC Title 8.120 & 17.144.010) described as Accumulated Rubbish & Excessive Outside Storage. Such Proceedings are based upon the noncompliance of such real property, located at 31980 Northwood Rd, Desert Hot Springs, CA, and more particularly described as Assessor's Parcel Number 750-170-032 and having a legal description of 4.29 ACRES M/L IN PAR 123 RS 027/046 of Sec 14 T4SR7E, Records of Riverside County, with the requirements of Ordinance No. 541 & 348 (RCC Title 8.120 & 17.144.010).

The owner has been advised to immediately correct the above-referenced violation to avoid further action by the County of Riverside, which may include remediation or restoration to abate the public nuisance or other remedies available to the department by a court of competent jurisdiction. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 31290 Plantation Dr., Thousand Palms, CA 92276, Attention Code Enforcement Officer Adam Hermanson (760) 343-4150.

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

COUNTY OF RIVERSIDE
 DEPARTMENT OF CODE ENFORCEMENT
 By: [Signature]
 Dave Lawless
 Code Enforcement Division

ACKNOWLEDGEMENT

State of California)
 County of Riverside)

On 12/2/09 before me, Marlena Hernandez, Notary Public, personally appeared Dave Lawless who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal,
[Signature]
 Commission # 1866835 Comm. Expires Oct 24, 2013



PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:
Orange County District Attorney
Family Support Division

AND WHEN RECORDED MAIL TO:

Orange County District Attorney
Family Support Division
P.O. Box 22089
Santa Ana, CA 92702-2089

D.A. File # 40-51-03

DOC # 2000-446345

11/88/2898 65:000 Fee:WC

Page 1 of 2

Recorded in Official Records
County of Riverside

Gary L. Grae
Recorder, County Clerk & Recorder



THIS SPACE FOR RECORDER'S USE ONLY

TITLE: ABSTRACT OF SUPPORT JUDGMENT

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INSURANCE COMPANY
MICROGRAPHICS DIVISION

RIVERSIDE

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SD

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

GOVERNMENTAL AGENCY (see parts to West. & Intl. Code, §§ 11476.1 and 11476.2):
 Recording requested by and return to:

TONY RACKAUCKAS DISTRICT ATTORNEY State Bar # 51374 TELEPHONE NO.: (714) 841-7600
 BY: **BRUCE M. PATTERSON**, Assistant District Attorney FAX: (714) 841-7401
 Family Support Division DA # 40-51-03
 901 Civic Center Dr. West, Suite 150, P.O. Box 22099
 Santa Ana, California 92702-2099

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE
 STREET ADDRESS: 341 The City Drive
 MAILING ADDRESS: Post Office Box 14170
 CITY AND ZIP CODE: Orange 92683-1670
 BRANCH NAME:

PETITIONER/PLAINTIFF: COUNTY OF ORANGE
 RESPONDENT/DEFENDANT: VICTOR M BENITEZ

ABSTRACT OF SUPPORT JUDGMENT CASE NUMBER: 97FL07361
 FOR COURT USE ONLY

1. The judgment creditor assignee of record applies for an abstract of a support judgment and represents the following:
 a. Judgment debtor's Name and last known address
 VICTOR M BENITEZ
 1111 WAKEHAM AVE
 SANTA ANA, CA 92705
 b. Driver's license No. and state:
 c. Social Security: 626-24-7045
 d. Birthdate: 10/08/85
 unknown
 unknown
 unknown

Date: October 11, 2000 DAVID LANE
 (TYPE OR PRINT NAME) (SIGNATURE OF APPLICANT OR ATTORNEY)

2. I CERTIFY that the judgment entered in this action contains an order for payment of spousal, family, or child support.

3. Judgment creditor (name): ORANGE COUNTY DISTRICT ATTORNEY whose address appears on this form above the court's name.

4. The support is ordered to be paid to the following county officer (name and address):
 Office of the District Attorney
 Family Support Division
 P.O. Box 448
 Santa Ana, CA 92702-0448

5. Judgment debtor (full name as it appears in judgment): VICTOR M BENITEZ

6. a. A judgment was entered on (date): OCT 23 2000
 b. Renewal was entered on (date):
 c. Renewal was entered on (date):

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

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

9. This is an installment judgment.
 ALAN SLATER, EXEC. OFFICER/CLERK
 Clerk, by: O. Cruz, Deputy
 O. Cruz



This abstract issued on (date): OCT 23 2000

27-2077-55
 11 8 00
 THIS RECORD IS COPYRIGHTED 1997 BY SECURITY UNION TITLE INSURANCE COMPANY MICROFILM/FICHE DIVISION
 RIVERSIDE

REQUESTED BY AND MAIL TO:

County of Los Angeles
CHILD SUPPORT SERVICES DEPARTMENT
5770 SOUTH EASTERN AVENUE
COMMERCE, CA 90040-0000

INDEX AS JUDGMENT ONLY

SC No: BY0633875
FSR No: 22F240
County Recorder I.D.: 33

No fee per Gov.C. 6103.9 - Fam.C. 4202

DOC # 2003-172225

03/11/2003 08:00A Fee:NC

Page 1 of 2

Recorded in Official Records
County of Riverside

Gary L. Orso
Assessor, County Clerk & Recorder



THIS SPACE FOR RECORDER'S USE ONLY



ABSTRACT OF SUPPORT JUDGMENT

Title of Document

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

DA106REV01.00

Public Record

ATTORNEY OR PARTY WITHOUT AND ATTORNEY (Name and Address) Recording requested by and return to: LORI A. CRUZ, Chief Attorney CHILD SUPPORT SERVICES DEPARTMENT 5770 SOUTH EASTERN AVENUE COMMERCE, CALIFORNIA 90040 Attorney pursuant to Family Code §17400 and §17406	TELEPHONE AND FAX NOS.: (800) 615-8858 (323) 725-1043 016.430.211 22F240	FOR RECORDER'S USE ONLY
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2003-172225
 03/11/2003 08:00A
 2 of 2

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
 STREET ADDRESS: 600 S. COMMONWEALTH
 MAILING ADDRESS: 600 S. COMMONWEALTH
 CITY AND ZIP CODE: LOS ANGELES, CALIFORNIA 90005
 BRANCH NAME: CENTRAL CIVIL WEST

PLAINTIFF : COUNTY OF LOS ANGELES

 DEFENDANT : VICTOR MANUEL BENITEZ
 ELVIA L JUAREZ

ABSTRACT OF SUPPORT JUDGMENT

CASE NUMBER:
BY0633875

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

a. Judgment debtor's

Name and last known address VICTOR MANUEL BENITEZ 4071 W 4TH ST #12 LOS ANGELES, CA 90020	
--	--

b. Driver's License No. and State: C4717299 CA
 c. Social Security number: 618-44-8899
 d. Birthdate: MARCH 19, 1964


Unknown
 Unknown
 Unknown

FOR COURT USE ONLY

Date: 01/28/2003

by LORI A. CRUZ, CHIEF ATTORNEY

(TYPE OR PRINT NAME)


 Chief Attorney

2. I CERTIFY that the judgment entered in this action contains an order for payment of spousal, family, or child support.

3. Judgment creditor (name):
County of Los Angeles
whose address appears on this form above the court's name.

4. The support is ordered to be paid to the following county officer (name and address):
COURT TRUSTEE
P.O. BOX 513544
LOS ANGELES, CALIFORNIA 90051-1544

5. Judgment debtor (full name as it appears in judgment):
VICTOR MANUEL BENITEZ

6. a. A judgment was entered on (date): 01/27/2003
 b. Renewal was entered on (date):
 c. Renewal was entered on (date):

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



This abstract issued on
(date) FEB 04 2003

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

9. This is an installment judgment.
 JOHN A. CLARKE, Executive Officer/
 Clerk, by Kathleen Fischer Deputy

Form Adopted by Rule 1285.80
Judicial Council of California
1285.80 (Rev. July 1, 1989)

ABSTRACT OF SUPPORT JUDGMENT
(Family Law)

CCP 488.480, 674
897.320, 700.190

DOC # 2004-0050813

01/23/2004 08:00A Fee:18.00

Page 1 of 3

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY
MICHAEL W. ROBERTS



WHEN RECORDED MAIL TO

NAME LAW OFFICE OF
MICHAEL W. ROBERTS #36996
MAILING 4301 SECONDWIND WAY
ADDRESS P.O. BOX 3410

CITY, STATE PASO ROBLES, CA
ZIP CODE 93447-3410

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23

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

M

ABSTRACT OF JUDGMENT
GCFS, INC., vs BENITEZ
Case No. INC037327

Legal Solutions & Plus LS-201

Public Record

EJ-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and address) TEL NO.:

Recording requested by and return to: 805-237-0312

MICHAEL W. ROBERTS BAR NO 36996
 LAW OFFICE OF MICHAEL W. ROBERTS
 4301 SECONDWIND WAY, SUITE 110
 P.O. BOX 3410
 PASO ROBLES, CA 93447-3410

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
 STREET ADDRESS: 46200 OASIS STREET
 MAILING ADDRESS:
 CITY AND ZIP CODE: INDIO, CA 92201-5961
 BRANCH NAME: INDIO COURT, LARSON JUSTICE CENTER

FOR RECORDER'S USE ONLY

PLAINTIFF: GCFS, INC., a California corporation

DEFENDANT: CYNTHIA BENITEZ aka CYNTHIA PONCE aka CYNTHIA BACA ; VICTOR M. BENITEZ aka VICTOR M. BACA

ABSTRACT OF JUDGMENT Amended

CASE NUMBER: INC037327

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

CYNTHIA BENITEZ aka CYNTHIA PONCE
 aka CYNTHIA BACA
 31980 NORTHWOOD ROAD
 DESERT HOT SPRINGS, CA 92241

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

c. Social security No.: 600-74-9549 Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):
 CYNTHIA BENITZ aka CYNTHIA PONCE aka CYNTHIA BACA
 31980 NORTHWOOD ROAD, DESERT HOT SPRINGS, CA 92241

e. Original abstract recorded in this county:
 (1) Date:
 (2) Instrument No.:

f. Information on additional judgment debtors is shown on page two.

FOR COURT USE ONLY

Date: 12-24-03

MICHAEL W. ROBERTS

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

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

b. A certified copy of the judgment is attached.

3. Judgment creditor (name and address):
 GCFS, INC., a California corporation
 4301 SECONDWIND WAY, STE 100, PASO ROBLES, CA 93447

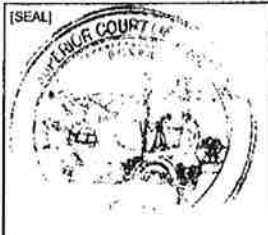
4. Judgment debtor (full name as it appears in judgment):
 CYNTHIA BENITZ aka CYNTHIA PONCE
 aka CYNTHIA BACA
 VICTOR M. BENITZ aka VICTOR M. BACA

5. a. Judgment entered on (date): 12-17-03

b. Renewal entered on (date):

6. Total amount of judgment as entered or last renewed:
 \$ 7,636.80

7. An execution lien attachment lien is endorsed on the judgment as follows:
 a. Amount: \$ 0.00
 b. In favor of (name and address):



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

9. This judgment is an installment judgment.

This abstract issued on (date):

JAN 08 2004

Clerk, by Deputy

Form Adopted for Mandatory Use
Judicial Council of California
EJ-001 [Rev. January 1, 2003]

**ABSTRACT OF JUDGMENT
(CIVIL)**

Legal Solutions & Plus

Page 1 of 2
Code of Civil Procedure, §§ 488.480,
674, 700.190

Public Record

PLAINTIFF: GCFS, INC., a California corporation	CASE NUMBER:
DEFENDANT: CYNTHIA BENITEZ aka CYNTHIA PONCE aka CYNTHIA BACA ; VICTOR M. BENITEZ aka VICTOR M. BACA	INC037327

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS

10. Name and last known address
 VICTOR M. BENINTZ aka VICTOR M. BACA
 31980 NORTHWOOD ROAD
 DESERT HOT SPRINGS, CA 92241

Driver's license No. & state: Unknown
 Social security No.: 613-14-7770 Unknown
 Summons was personally served at or mailed to (address):
 VICTOR M. BENINTZ aka VICTOR M. BACA
 31980 NORTHWOOD ROAD
 DESERT HOT SPRINGS, CA 92241

14. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

11. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

15. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

12. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

16. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

13. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

17. Name and last known address

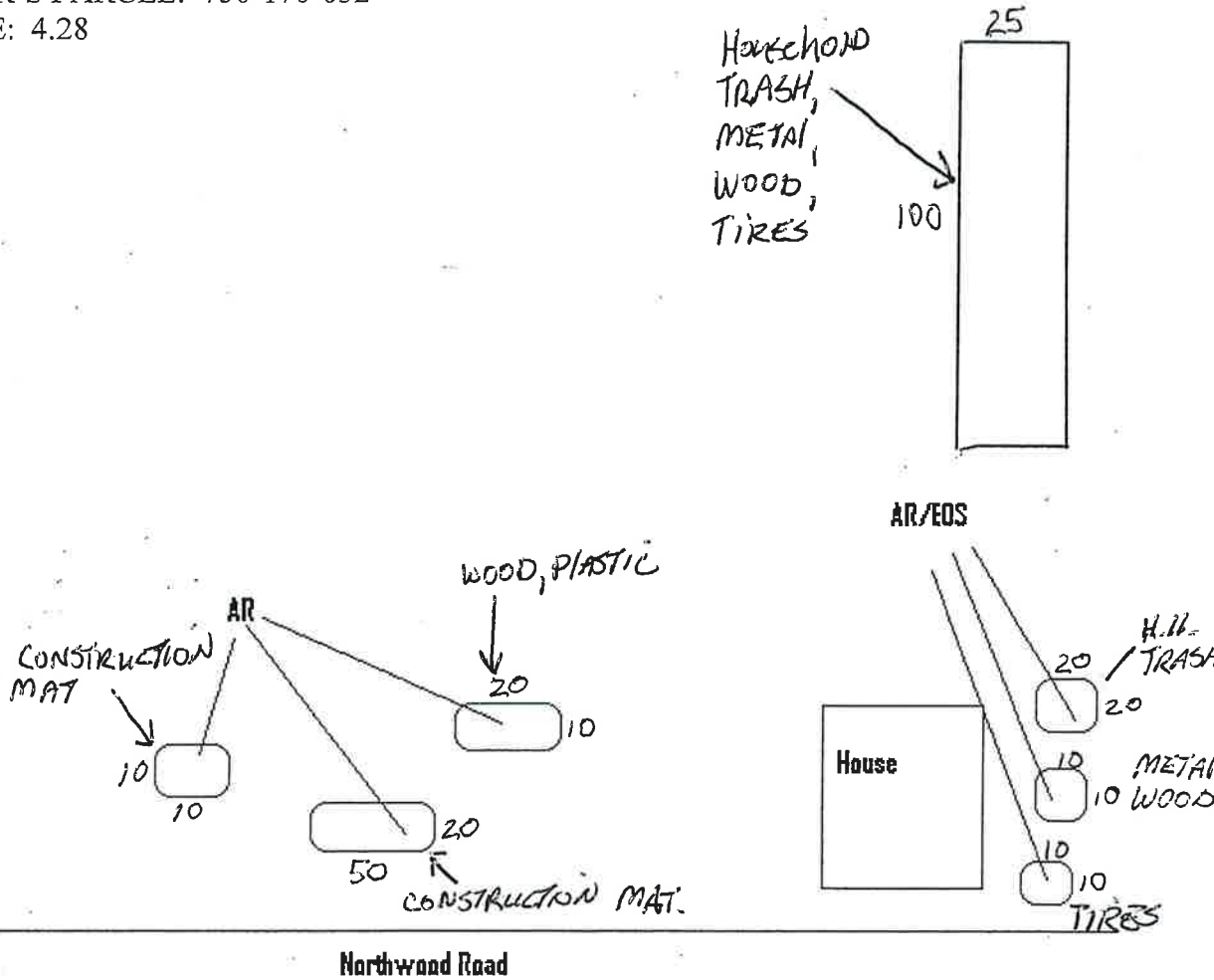
Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

18. Continued on Attachment 18.



SITE PLAN: CV09-10816

OWNER(S): Victor and Cynthia Benitez
ADDRESS: 31980 Northwood RD
ASSESSOR'S PARCEL: 750-170-032
ACREAGE: 4.28



PREPARED BY: Adam Hermanson
SIGNED: *Adam Hermanson*

DATE: 10/07/09

EXHIBIT NO. D

CV 0910816



Initial Insp

BY HERMANSON

EXHIBIT NO. D²

CV 0910816

Page 10



INITIAL INSP

BY HERMANSON

EXHIBIT NO. D³

CV 0710816

10/06/2009



INITIAL Insp

BY HRAMANSON

EXHIBIT NO. D⁴

CV 0910816

09/10/09



INITIAL Insp.

BY HERMANSON

EXHIBIT NO. D⁵

CV 0910816

Page 1 of 1



INITIAL Insp.

By HERMANSON

EXHIBIT NO. D⁶

CV 0910816



INITIAL Insp.

BY HERMANSON

EXHIBIT NO. D7

CV 0910816

~~Page 1 of 1~~



INITIAL Insp

BY HERMANSON

EXHIBIT NO. _____

D⁸



AR ON PROPERTY



EXHIBIT NO. _____

D⁹

RUSTY HAWMAN



AR ON PROPERTY



EXHIBIT NO. D¹⁰

RUSTY HANNAN



AR ON PROPERTY



EXHIBIT NO. D

RUSTY HANNAN



AR ON PROPERTY



EXHIBIT NO. _____

D12

RUSTY HANNATV



AR ON PROPLRTY



EXHIBIT NO. _____

D^B

Rusty KAVAN



AR ON PROPERTY



EXHIBIT NO. _____

D14

RUSTY NANAAN

OVERALL OF PROPERTY



AIR

EXHIBIT NO. _____

D⁵

RUSTY HANNAW