

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

202B



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

**SUBMITTAL DATE:**  
January 12, 2011

**SUBJECT:** Abatement of Public Nuisance [Substandard Structure]  
Case Nos. : CV 08-09033; WASHINGTON  
Subject Property: 22581 Martin Street, Perris; APN: 317-280-003; Washington District: 1

**RECOMMENDED MOTION:** Move that:

1. The substandard structure on the real property located at 22581 Martin Street, Perris, Riverside County, California, APN: 317-280-003 be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which does not permit substandard structures on the property.
2. Edie E. Washington, the owner of the subject real property or whoever has possession or control of the premises, be directed to abate the substandard structure on the property by removing the same from the real property within ninety (90) days.

(Continued)

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

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

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

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

APPROVE

County Executive Office Signature

BY: *Jennifer Sargo*

Jennifer Sargo

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Buster, Stone, Benoit and Ashley  
Nays: None  
Absent: Tavaglione  
Date: January 25, 2011  
xc: Co. Co., CED, Prop. Owner, Sheriff

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

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

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

9.1

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

Departmental Concurrence

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

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

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

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

**BACKGROUND:**

1. An inspection was made of the subject property by the Code Enforcement Officer on October 27, 2008. The inspection revealed a substandard structure (single family dwelling) on the subject property in violation of Riverside County Ordinance No. 457 (RCC Title 15). The substandard conditions of the structures included, but were not limited to, the following: hazardous plumbing; hazardous wiring; members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split, or buckle due to defective material or deterioration; dampness of habitable rooms; faulty weather protection; and extensive fire damage.

2. Follow-up inspections on January 13, 2009, March 31, 2009, June 18, 2009, July 30, 2009, October 6, 2009, February 26, 2010, March 30, 2010, May 4, 2010, June 1, 2010, August 3, 2010, September 10, 2010, October 5, 2010, October 19, 2010 and December 27, 2010, revealed that the property continues to be in violation of Riverside County Ordinance No. 457.

Abatement of Public Nuisance  
Case No. CV 08-09033; WASHINGTON  
22581 Martin Street, Perris  
District: 1  
Page 3

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

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

3 IN RE ABATEMENT OF PUBLIC NUISANCE ) CASE NO. CV 08-09033  
4 [SUBSTANDARD STRUCTURE]; APN: 317-280- )  
5 003, 22581 MARTIN STREET, PERRIS, ) DECLARATION OF OFFICER  
6 COUNTY OF RIVERSIDE, STATE OF ) JON KIRCHOFF  
7 CALIFORNIA; EDIE WASHINGTON, )  
8 OWNER. ) [R.C.O. No. 457, RCC Title 15]

9 I, Jon Kirchoff, declare:

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

16 2. On October 27, 2008, I conducted an initial inspection of the real property known as 22581  
17 Martin Street, Perris, in the unincorporated area of Riverside County, California, which is further  
18 described as Assessor's Parcel Number 317-280-003 (hereinafter described as "THE PROPERTY"). A  
19 true and correct copy of a Thomas Brothers map page indicating the approximate location of THE  
20 PROPERTY is attached hereto as Exhibit "A."

21 3. A review of County records and documents disclosed that THE PROPERTY was owned  
22 by Edie E. Washington at the time of the inspection referenced in paragraph 2 above (hereinafter referred  
23 to as "OWNER"). A certified copy of the County Equalized Assessment Roll for the year 2010-2011 and  
24 a report generated from the County Geographic Information System ("GIS") are attached hereto as  
25 Exhibit "B" and incorporated herein by reference.

26 4. Based on the Lot Book Report from RZ Title Service on July 29, 2010 and updated on  
27 October 29, 2010, it is determined that other parties potentially hold a legal interest in THE PROPERTY,  
28 to-wit: Executive Trustee Services, LLC, New Century Mortgage Corporation, and MERS  
("INTERESTED PARTIES"). True and correct copies of the Lot Book Reports are attached hereto and  
incorporated herein as Exhibit "C."

5. On October 27, 2008, I arrived at THE PROPERTY at the request of THE OWNER to

1 conduct an initial inspection. I entered and observed the following conditions which caused the single  
2 family dwelling to be substandard and THE PROPERTY to constitute a public nuisance in violation of  
3 the provisions set forth in Riverside County Ordinance 457, as codified in Riverside County Code Title  
4 15:

5 Single family dwelling:

- 6 1) Hazardous plumbing;
- 7 2) Hazardous wiring;
- 8 3) Members of ceilings, roofs, ceiling and roof supports or other horizontal members which  
9 sag, split, or buckle due to defective material or deterioration;
- 10 4) Dampness of habitable rooms;
- 11 5) Faulty weather protection;
- 12 6) Extensive fire damage.

13 6. A Notice of Violation, Notice of Defects and "Danger Do Not Enter" sign were posted on  
14 THE PROPERTY on October 27, 2008.

15 7. On November 13, 2008 a Notice of Violation and Notice of Defects were mailed to  
16 OWNER via certified mail, return receipt requested.

17 8. On January 13, 2009, I returned to THE PROPERTY, conduct a follow up inspection. I  
18 observed that THE PROPERTY remained in substandard condition. The front door and windows had  
19 been boarded but no improvements had been made.

20 9. Follow up inspections on March 31, 2009, June 18, 2009, July 30, 2009, October 6, 2009,  
21 February 26, 2010, March 30, 2010, May 4, 2010, June 1, 2010, August 3, 2010 and September 10, 2010  
22 revealed that the property continues to be in violation of Riverside County Ordinance No. 457 (RCC Title  
23 15).

24 10. On September 22, 2010, OWNER was provided an extension for thirty days to decide if  
25 she wanted to demolish or rehabilitate the house.

26 11. On September 30, 2010, a Notice of Violation and Notice of Defects for the dwelling were  
27 mailed to the INTERESTED PARTIES via certified mail, return receipt requested.

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

13. True and correct copies of each Notice issued in this matter and other documentation are

1 attached hereto as Exhibit "E" and incorporated herein by reference.

2 14. Follow up inspections on October 5, 2010 and October 19, 2010 revealed that THE  
3 PROPERTY remained unchanged and in violation of Riverside County Ordinance No. 457 (RCC Title  
4 15).

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

8 16. A follow-up inspection on December 27, 2010 showed THE PROPERTY remained in  
9 violation of Riverside County Ordinance No. 457 (RCC Title 15).

10 17. Furthermore, based on my observations of THE PROPERTY, I declare that the  
11 substandard conditions of THE PROPERTY constitute a public nuisance in violation of the provisions set  
12 forth in Riverside County Ordinance No. 457 (RCC Title 15).

13 18. A Notice of Noncompliance was recorded on June 21, 2010 as Document Number 2010-  
14 0284831 in the Office of the County Recorder, Riverside County, State of California. A true and correct  
15 copy of this notice is attached hereto as Exhibit "F" and incorporated herein by reference.

16 19. On December 23, 2010, the second notice, Notice to Correct County Ordinance Violations  
17 and Abate Public Nuisance, providing the notification of the Board of Supervisors' hearing was mailed to  
18 OWNER and INTERESTED PARTIES by certified mail, return receipt requested and was posted on THE  
19 PROPERTY on December 27, 2010. A true and correct copy of the notice, together with proof of service,  
20 returned receipt card and the Affidavit of Posting of Notice are attached as Exhibit "G" and incorporated  
21 herein by reference.

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

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

27 (a) the structure (single family dwelling) be condemned as a substandard building,  
28 public nuisance and attractive nuisance;

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

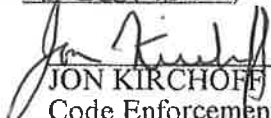
4 (c) the OWNER be ordered to ascertain the existence or non-existence of asbestos  
5 containing materials in said structure by survey and materials sample testing through the Industrial  
6 Hygiene Specialist of the County Health Department, Division of Special Services; and, prior to the  
7 abatement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

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

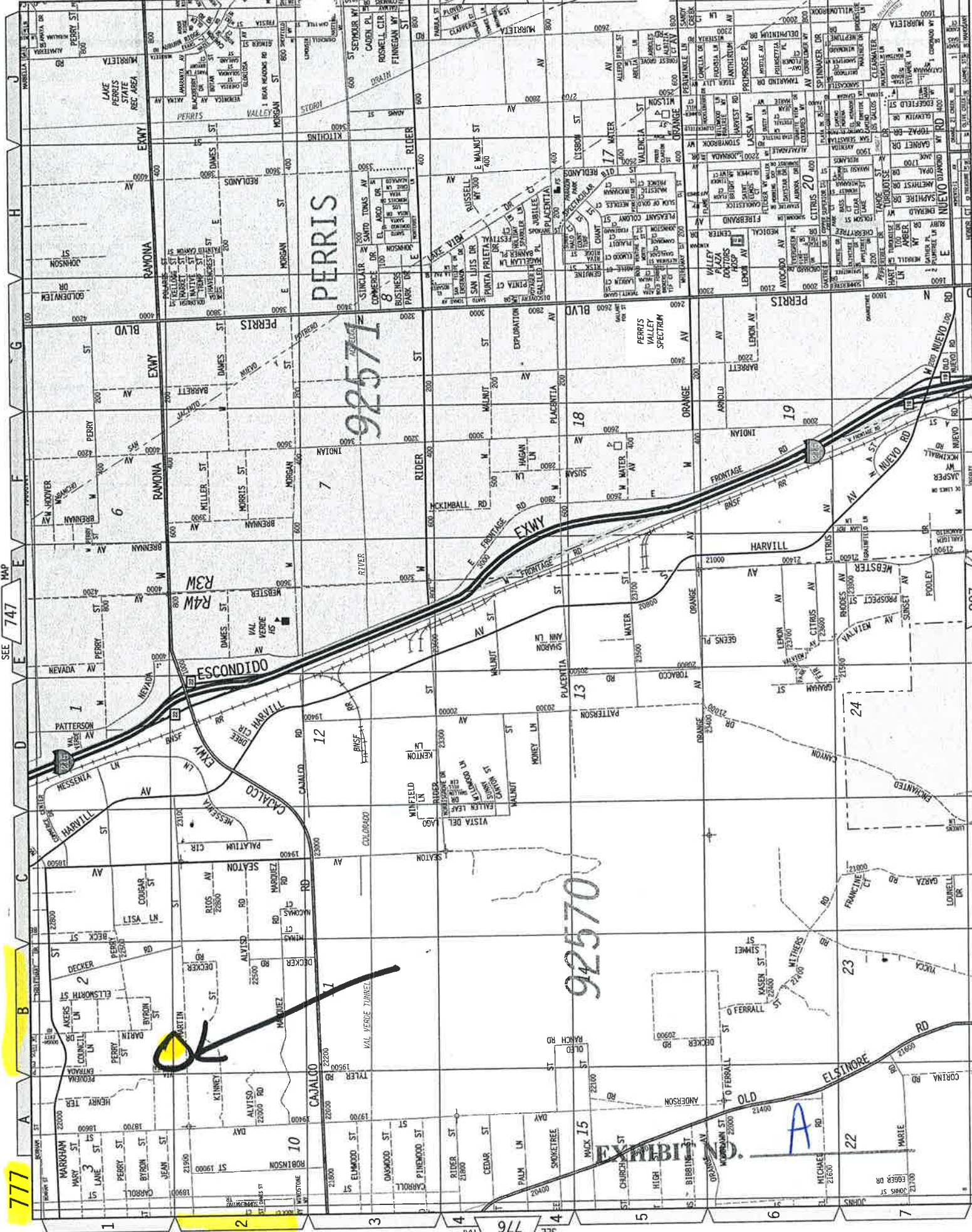
17 (e) that reasonable costs of abatement, after notice and opportunity for hearing, shall be  
18 imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE  
19 PROPERTY pursuant to Government Code Section 25845 and Riverside County Ordinance Nos. 457 and  
20 725 (RCC Titles 15 and 1).

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

23 Executed this 27<sup>th</sup> day of December, 2010, at Perris, California.

24   
25 JON KIRCHOFF  
26 Code Enforcement Officer  
Code Enforcement Department

27 L:\Code Enforcement\Abatements\2010\2008\CV08-09033\457 Dec.DOC



PERRIS

92571

92570

OR

A

EXHIBIT NO.

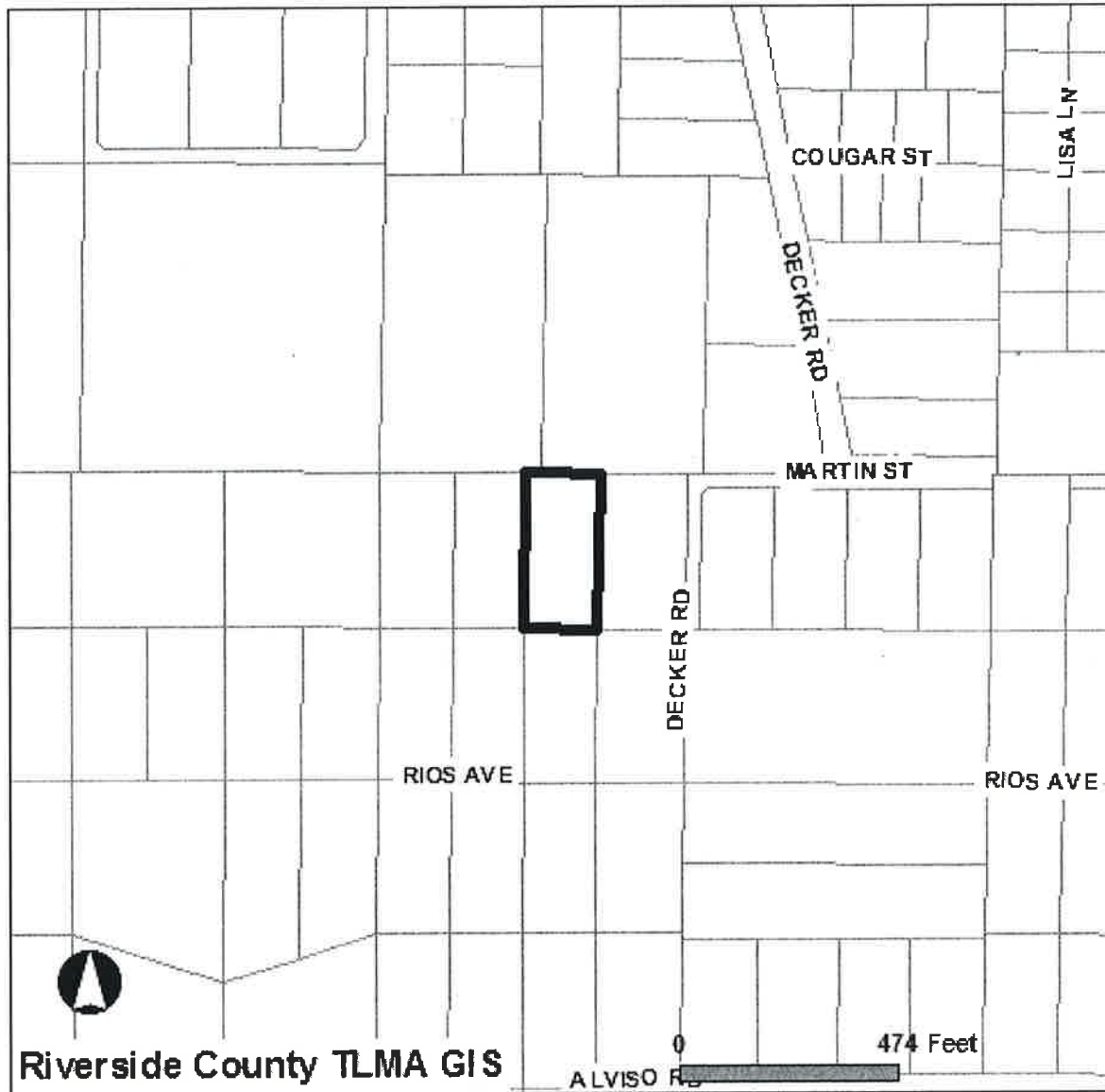


## Assessment Roll For the 2010-2011 Tax Year as of January 1,2010

Assessment #317280003-4		Parcel # 317280003-4	
<b>Assessee:</b>	WASHINGTON EDIE E	<b>Land</b>	13,642
<b>Mail Address:</b>	22581 MARTIN ST PERRIS CA 92570	<b>Structure</b>	118,516
<b>Real Property Use Code:</b>	R2	<b>Full Value</b>	132,158
<b>Base Year</b>	1984	<b>Homeowners' Exemption</b>	7,000
<b>Conveyance Number:</b>	0889129	<b>Total Net</b>	125,158
<b>Conveyance (mm/yy):</b>	10/2005		
<b>PUI:</b>	R040032	<a href="#">View Parcel Map</a>	
<b>TRA:</b>	98-112		
<b>Taxability Code:</b>	0-00		
<b>ID Data:</b>	Lot 148 RS 031/034		
<b>Situs Address:</b>	22581 MARTIN ST PERRIS CA 92570		

EXHIBIT NO.     B

RIVERSIDE COUNTY GIS



Selected parcel(s):  
317-280-003

**\*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**

317-280-003-4

**OWNER NAME / ADDRESS**

EDIE E WASHINGTON  
22581 MARTIN ST  
PERRIS, CA. 92570

**MAILING ADDRESS**

(SEE OWNER)  
22581 MARTIN ST  
PERRIS CA. 92570

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

B<sup>2</sup>

**LEGAL DESCRIPTION**

RECORDED BOOK/PAGE: RS 31/34  
SUBDIVISION NAME: NOT AVAILABLE  
LOT/PARCEL: 148, BLOCK: NOT AVAILABLE  
TRACT NUMBER: NOT AVAILABLE

**LOT SIZE**

RECORDED LOT SIZE IS 1.19 ACRES

**PROPERTY CHARACTERISTICS**

317-280-003  
WOOD FRAME, 1730 SQFT., 3 BDRM/ 1.75 BATH, 1 STORY, ATTACHED GARAGE(440 SQ. FT), CONST'D 1983COMPOSITION, ROOF, CENTRAL HEATING, CENTRAL COOLING

317-280-003  
WOOD FRAME, 640 SQFT., 1 BDRM/ 1 BATH, 1 STORY, CONST'D 1983COMPOSITION, ROOF, CENTRAL HEATING, CENTRAL COOLING

317-280-003  
WOOD FRAME, 810 SQFT., 1 BDRM/ 1 BATH, 1 STORY, CONST'D 1983COMPOSITION, ROOF, CENTRAL HEATING, CENTRAL COOLING

**THOMAS BROS. MAPS PAGE/GRID**

PAGE: 777 GRID: B2

**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)**

BOB BUSTER, DISTRICT 1

**TOWNSHIP/RANGE**

T4SR4W SEC 11

**ELEVATION RANGE**

1624/1632 FEET

**PREVIOUS APN**

317-040-003

---

**PLANNING**

---

**LAND USE DESIGNATIONS**

Zoning not consistent with the General Plan.  
RC-VLDR

**AREA PLAN (RCIP)**

MEAD VALLEY

**GENERAL PLAN POLICY OVERLAYS**

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

**GENERAL PLAN POLICY AREAS**

NONE

**ZONING CLASSIFICATIONS (ORD. 348)**

A-1-1 (CZ 6312)

**ZONING DISTRICTS AND ZONING AREAS**

NORTH PERRIS AREA

**ZONING OVERLAYS**

NOT IN A ZONING OVERLAY

**SPECIFIC PLANS**

NOT WITHIN A SPECIFIC PLAN

**AGRICULTURAL PRESERVE**  
NOT IN AN AGRICULTURAL PRESERVE

**REDEVELOPMENT AREAS**  
PROJECT AREA NAME: I-215 CORRIDOR  
SUBAREA NAME: MEAD VALLEY  
AMENDMENT NUMBER: 2  
ADOPTION DATE: JUL. 16, 2002  
ACREAGE: 3444 ACRES

**AIRPORT INFLUENCE AREAS**  
MARCH AIR RESERVE BASE

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

## **ENVIRONMENTAL**

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

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

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

**WRMSHCP CELL NUMBER**  
NOT IN A CELL

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

**VEGETATION (2005)**  
Coastal Sage Scrub  
Developed/Disturbed Land

## **FIRE**

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

**FIRE RESPONSIBILITY AREA**  
NOT IN A FIRE RESPONSIBILITY AREA

## **DEVELOPMENT FEES**

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

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

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

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

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

**DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)**  
MEAD VALLEY

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

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

---

## **TRANSPORTATION**

---

### **CIRCULATION ELEMENT ULTIMATE RIGHT-OF-WAY**

NOT IN A CIRCULATION ELEMENT RIGHT-OF-WAY

### **ROAD BOOK PAGE**

58

### **TRANSPORTATION AGREEMENTS**

NOT IN A TRANSPORTATION AGREEMENT

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

NOT IN A CETAP CORRIDOR.

---

## **HYDROLOGY**

---

### **FLOOD PLAIN REVIEW**

NOT REQUIRED.

### **WATER DISTRICT**

EMWD

### **FLOOD CONTROL DISTRICT**

RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

### **WATERSHED**

SAN JACINTO VALLEY

---

## **GEOLOGIC**

---

### **FAULT ZONE**

NOT IN A FAULT ZONE

### **FAULTS**

NOT WITHIN A 1/2 MILE OF A FAULT

### **LIQUEFACTION POTENTIAL**

NO POTENTIAL FOR LIQUEFACTION EXISTS

### **SUBSIDENCE**

NOT IN A SUBSIDENCE AREA

### **PALEONTOLOGICAL SENSITIVITY**

LOW POTENTIAL.

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

---

## **MISCELLANEOUS**

---

### **SCHOOL DISTRICT**

VAL VERDE UNIFIED

### **COMMUNITIES**

MEAD VALLEY

### **COUNTY SERVICE AREA**

NOT IN A COUNTY SERVICE AREA.

### **LIGHTING (ORD. 655)**

ZONE B, 40.88 MILES FROM MT. PALOMAR OBSERVATORY

### **2000 CENSUS TRACT**

042010

### **FARMLAND**

OTHER LANDS

### **TAX RATE AREAS**

098-112

- COUNTY FREE LIBRARY
- COUNTY STRUCTURE FIRE PROTECTION
- COUNTY WASTE RESOURCE MGMT DIST
- CSA 152
- EASTERN MUN WATER IMP DIST 13
- EASTERN MUN WATER IMP DIST A
- EASTERN MUNICIPAL WATER
- ERAF RDV
- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZONE 4
- GENERAL
- GENERAL PURPOSE
- METRO WATER EAST 1301999
- PERRIS AREA ELEM SCHOOL FUND
- PERRIS JR HIGH AREA FUND
- PERRIS VALLEY CEMETERY
- PROJ 5 MEAD VAL 03 ANX AB1290
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- RIVERSIDE CITY COMMUNITY COLLEGE
- SAN JACINTO BASIN RESOURCE CONS
- VAL VERDE UNIF

**SPECIAL NOTES**

NO SPECIAL NOTES

**CODE COMPLAINTS**

Case #	Description	Start Date
CV0809033	ABATEMENT	Oct. 27, 2008

REPORT PRINTED ON...Mon Nov 01 08:46:47 2010  
Version 100826



# INVOICE

**Order Number:** 22883 **Order Date:** 11/1/2010

**Customer Information:**

Acct No. 1044

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

Attn: Brent Steele  
REF: CV 08-09033/Brenda Peeler  
IN RE: WASHINGTON, EDIE E

Product and/or Service ordered for Property known as:  <b>22581 Martin Street</b> <b>Perris, CA 92570</b>	
<b>DESCRIPTION:</b> Updated Lot Book	<b>FEE:</b> \$60.00
<b>TOTAL DUE:</b>	<b>\$60.00</b>

**Payment due upon receipt. Please remit to:**

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

**EXHIBIT NO.**     C



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

## Updated Lot Book

**Customer:**

RIVERSIDE COUNTY TLMA-CODE INFORCEMENT

4080 Lemon Street  
 Riverside CA 92501

Attn: Brent Steele  
 Reference: CV 08-09033/Brenda Peeler  
 IN RE: WASHINGTON, EDIE E

Property Address: 22581 Martin Street  
 Perris CA 92570

Order Number: **22883**

Order Date: 11/1/2010  
 Dated as of: 10/29/2010

County Name: Riverside

FEE(s):  
 Report: \$60.00

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

All exceptions are as follows:

Assessor's Parcel No. : 317-280-003-4

Assessments:	Land Value:	\$13,642.00
	Improvement Value:	\$118,516.00
	Exemption Value:	\$7,000.00
	Total Value:	\$125,158.00

Property Taxes for the Fiscal Year	2010-2011
First Installment	\$671.15
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 12/10/2010)
Second Installment	\$671.15
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2011)

NO OTHER EXCEPTIONS





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

## Lot Book Report

Order Number: **21929**

**Customer:**

RIVERSIDE COUNTY TLMA-CODE INFORCEMENT

4080 Lemon Street

Riverside

CA 92501

Attn:

Brent Steele

Reference:

CV08-09033 / Jessica Morrison

IN RE:

WASHINGTON, EDIE E.

Order Date: 8/4/2010

Dated as of: 7/29/2010

County Name: Riverside

FEE(s):

Report: \$120.00

Property Address: 22581 Martin Street

Perris

CA 92570

Assessor's Parcel No. : 317-280-003-4

**Assessments:**

Land Value:	\$13,675.00
Improvement Value:	\$164,880.00
Exemption Value:	\$7,000.00
Total Value:	\$171,555.00

## Tax Information

Property Taxes for the Fiscal Year	2009-2010
Total Annual Tax	\$2,430.72
Status: Paid through	06/30/2010

**Supplemental Property Tax Assessment for the**

Fiscal Year	2007
Bill Number	052767358-3
First Installment	\$635.46
Penalty	\$63.55
Due Date	02/28/2009
Status	NOT PAID-DELINQUENT



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

Order Number: 21929

Reference: CV08-09033 / Jes

---

Second Installment	\$635.46
Penalty	\$94.55
Due Date	06/30/2009
Status	NOT PAID-DELINQUENT
Prior Delinquencies for tax defaulted year(s)	2007 (Supplemental Bill# 052767358-3)
Redemption Amount	\$1,497.12
If paid by	08/31/2010
Redemption Amount	
If paid by	

## Property Vesting

The last recorded document transferring title of said property

Dated	10/21/2005
Recorded	10/27/2005
Document No.	2005-0889129
D.T.T.	\$0.00
Grantor	Edie E. Washington, a single woman, who acquired title as Edie Elizabeth Washington
Grantee	Edie E. Washington, a single woman

## Deeds of Trust

Position No.	1st
A Deed of Trust Dated	01/25/2007
Recorded	01/31/2007
Document No.	2007-0075542
Amount	\$356,800.00
Trustor	Edie E. Washington, a single woman
Trustee	Landamerica Southland Title
Beneficiary	Mortgage Electronic Registration Systems, Inc., acting as a nominee for New Century Mortgage Corporation



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

Order Number: 21929  
Reference: CV08-09033 / Jes

---

Substitution of Trustee Recorded	05/23/2008
Document No.	2008-0281645
Trustee	Executive Trustee Services, LLC.

### Additional Information

Notice of Non-Compliance filed by	County of Riverside Code Enforcement Department
In the matter of the property of	Edie E. Washington
Case No.	CV04-3706
Recorded	06/29/2007
Document No.	2007-0425870

Notice of Non-Compliance filed by	County of Riverside Code Enforcement Department
In the matter of the property of	Edie Washington
Case No.	CV08-00869
Recorded	04/16/2008
Document No.	2008-0188567

Notice of Non-Compliance filed by	Riverside County Code Enforcement
In the matter of the property of	Edie Washington
Case No.	CV08-09033
Recorded	06/21/2010
Document No.	2010-0284831

A Bankruptcy filed by	Edie E. Washington
Social Security Number(s)	none shown
Date filed	06/17/2008
Case No.	PC17236

A Bankruptcy filed by	Edie E. Washington
Social Security Number(s)	none shown
Date filed	08/25/2008
Case No.	21650



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

Order Number: 21929

Reference: CV08-09033 / Jes

---

## Legal Description

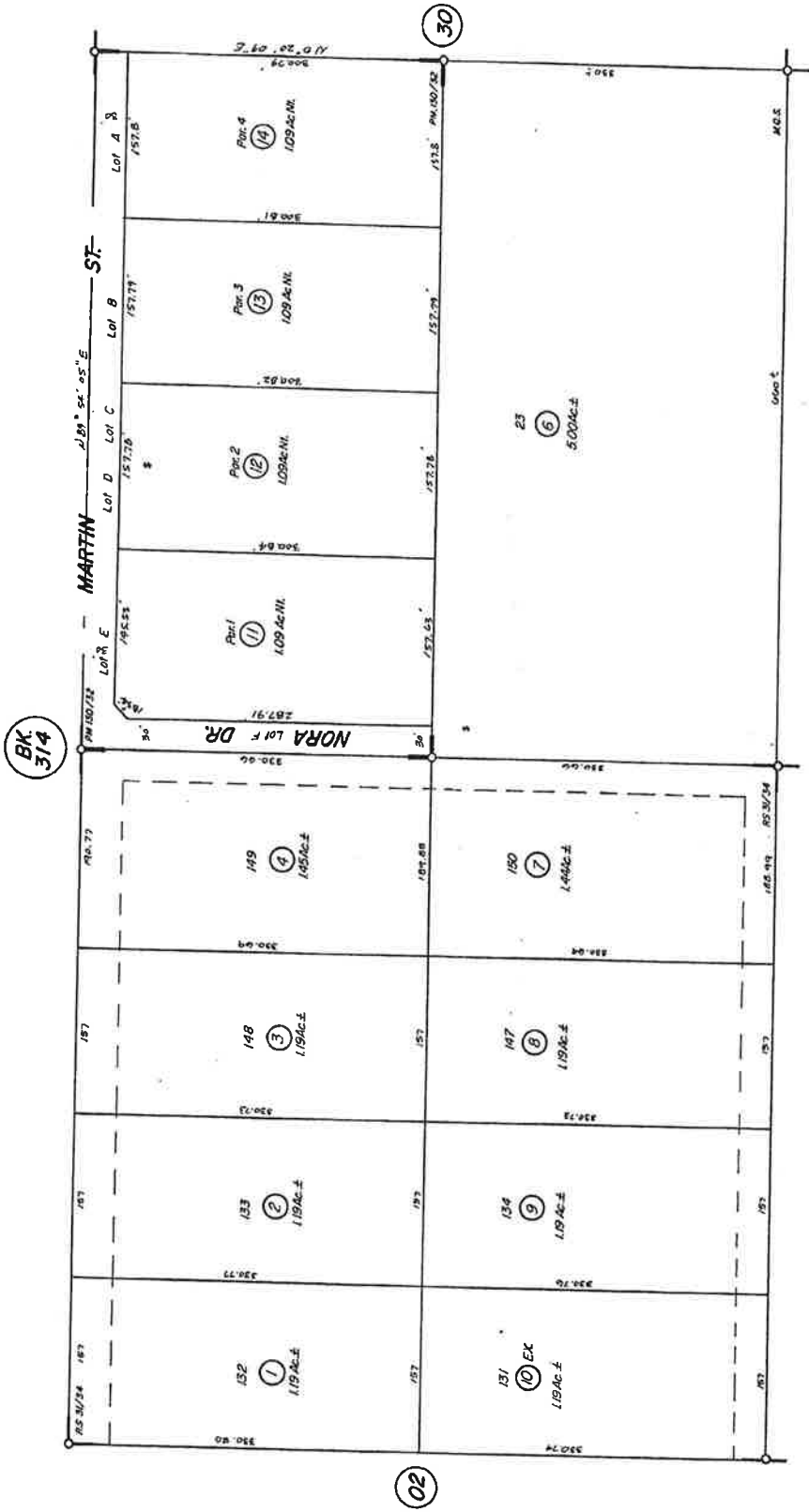
THE LAND REFERRED TO IN THIS REPORT IS LOCATED IN AND IS DESCRIBED AS FOLLOWS:

PARCEL 148 OF RECORDS OF SURVEY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 31, PAGE 35-36, INCLUSIVE OF MAPS, RECORDS OF SAID COUNTY.

317 - 04  
317 - 28

TRA 9821

Por. NE 1/4, SEC. II, T. 4S, R. 4W



DATE	OLD No.	NEW No.
7/28	5	2-18

M.B. 151746 S.D. Ms. Quimlor's Subdivision  
RS 31/34-36  
RIM. 130/32-33 Parcel Map 17416

ASSESSOR'S MAP BK 317, PG 28  
RIVERSIDE COUNTY CALIF.  
MP

AUG. 1979

STEWART TITLE-Riverside

RECORDING REQUESTED BY:  
Stewart Title Guaranty  
WHEN RECORDED MAIL TO

EDIE E. WASHINGTON  
22581 Martin Street  
Perris, California 92570

TITLE ORDER NO. 514296369  
ESCROW NO. 50134249NE  
APN. 317-280-003-4

DOC # 2005-0889129

10/27/2005 08:00A Fee:10.00

Page 1 of 2

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MSC
	1		2						
A	R	L	COPY	LONG	REFUND	NCHG	EXAM		

tra:098-112

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S): *NO Consideration*  
DOCUMENTARY TRANSFER TAX is: \$0.00 CITY TAX is: \$0.00  
Monument Preservation Fee is:  
 computed on full value of property conveyed, or  
 computed on full value less value of liens and encumbrances remaining at time of sale.  
 Unincorporated area:  City of Perris, and

10  
T  
LW

514296369

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
EDIE E. WASHINGTON, A SINGLE WOMAN, WHO ACQUIRED TITLE AS EDIE ELIZABETH WASHINGTON  
hereby GRANT(S) to EDIE E. WASHINGTON, A SINGLE WOMAN  
the following described real property in the City of Perris, County of Riverside, State of California:

FOR LEGAL DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Dated: October 21, 2005

*Edie E. Washington*  
EDIE E. WASHINGTON

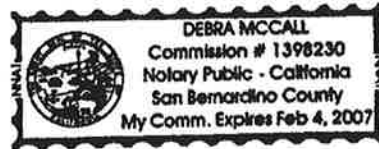
STATE OF CALIFORNIA

COUNTY OF *San Bernardino* } ss.

On *10/21/05*, before me, *Debra McCall*  
*Edie E. Washington* personally appeared

*Edie E. Washington*

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



WITNESS my hand and official seal.

Signature *Debra McCall*

(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

**EXHIBIT "A"**

Escrow Number: 50134249NE

**LEGAL DESCRIPTION**

Parcel 148, as shown by Map on file in Book 31, Page(s) 35-36, inclusive of Maps, Records of Riverside County, California.

**Southland Title Corporation**

67620153  
Recording Requested By:  
New Century Mortgage  
Corporation  
Return To:  
New Century Mortgage  
Corporation  
18400 Von Karman, Ste 1000  
Irvine, CA 92612

DOC # 2007-0075542  
01/31/2007 08:00A Fee:72.00  
Page 1 of 22  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



Prepared By:  
New Century Mortgage  
Corporation  
18400 Von Karman, Ste 1000  
Irvine, CA 92612

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			22		1				
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
									039

{Space Abu.

**DEED OF TRUST**

MIN100488910119692027

72-  
680  
L

67620153

**DEFINITIONS**

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

- (A) "Security Instrument" means this document, which is dated January 25, 2007 together with all Riders to this document.
- (B) "Borrower" is EDIE E. WASHINGTON, A Single Woman

Borrower's address is 22581 MARTIN STREET , Perris, CA 92570

. Borrower is the trustor under this Security Instrument.

(C) "Lender" is New Century Mortgage Corporation

Lender is a Corporation organized and existing under the laws of California

1011969202

CALIFORNIA-Single Family-Fannie Mae/Freddle Mac UNIFORM INSTRUMENT WITH MERS

Form 3005 1/ 01

VMP -6A(CA) (0207)

Page 1 of 15

Initials: edw

VMP MORTGAGE FORMS - (800)521-7201



Lender's address is 18400 Von Karman, Suite 1000, Irvine, CA 92612

(D) "Trustee" is LANDAMERICA SOUTHLAND TITLE

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

(F) "Note" means the promissory note signed by Borrower and dated January 25, 2007. The Note states that Borrower owes Lender THREE HUNDRED FIFTY-SIX THOUSAND EIGHT HUNDRED AND 00/100 Dollars (U.S. \$356,800.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 02/01/2037

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

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

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

- Adjustable Rate Rider
- Balloon Rider
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- 1-4 Family Rider
- Other(s) [specify] **Prepayment Rider, ARM Rider Addendum**

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

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

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

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

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

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

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

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

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

#### TRANSFER OF RIGHTS IN THE PROPERTY

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

County of Riverside :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]


See Legal Description Attached Hereto and Made a Part Hereof

Parcel ID Number: 317-280-003-4  
22581 MARTIN STREET  
Perris  
("Property Address"):

which currently has the address of  
[Street]  
[City], California 92570 [Zip Code]

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

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

 -6A(CA) (0207)

Page 3 of 15

Initials: cdw

1011969202

Form 3005 1/01

Public Record

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

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

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

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

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

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

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

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

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

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

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

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

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

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

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender



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

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

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

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

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

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

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

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

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

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

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

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

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

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

MP -6A(CA) (0207)

Page 11 of 15

Initials: *ecw*

1011969202

Form 3005 1/01

Public Record

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

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

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

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

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

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

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

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

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

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

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

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

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

Witnesses:

\_\_\_\_\_ Edie E. Washington (Seal)  
EDIE E. WASHINGTON -Borrower

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

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

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

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

State of California  
County of RIVERSIDE

On Jan 25, 2007

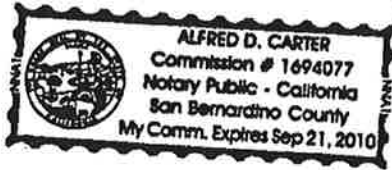
before me, Alfred D Carter, Notary Public <sup>4.D.C.</sup>  
personally appeared

EDDIE E WASHINGTON

(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.

Alfred D Carter (Seal)



ILLEGIBLE NOTARY SEAL DECLARATION  
GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE  
DOCUMENT WHICH THIS STATEMENT IS ATTACHED. READS AS FOLLOW:

NAME OF NOTARY: Alfred D. Carter

COUNTY WHERE BOND IS FILED: San Bernardino

DATE COMMISSION EXPIRES: Sep 21, 2010

PLACE OF EXECUTION OF THE DECLARATION: SAN BERNARDINO

DATE: 1-29-07

COMMISSION NUMBER: 1694077

SOUTHLAND TITLE



JEFF BECK  
TITLE ASSISTANT

MIN: 100488910119692027

## ADJUSTABLE RATE RIDER

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

THIS ADJUSTABLE RATE RIDER is made this 25th day of January, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to New Century Mortgage Corporation

("Lender") of the same date and covering the property described in the Security Instrument and located at: 22581 MARTIN STREET, Perris, CA 92570

[Property Address]

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

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

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.150%. The Note provides for changes in the interest rate and the monthly payments, as follows:

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may change on the first day of February, 2009, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

#### (B) The Index

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

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

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six And Five Hundredth(s) percentage points ( 6.050 %) to the Current Index. The Note Holder will then round the result of 1011969202

**MULTISTATE ADJUSTABLE RATE RIDER - LIBOR SIX-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL) - Single Family - Fannie Mae Uniform Instrument**

VMP-838R (0402) Form 3138, 1/01

Page 1 of 3 Initials: ellw

VMP Mortgage Solutions, Inc.

(800)521-7291



this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

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

The interest rate I am required to pay at the first Change Date will not be greater than 8.650% or less than 7.150%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One And One-half (1.500%) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 14.150%.

**(E) Effective Date of Changes**

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

**(F) Notice of Changes**

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

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

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

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

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

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

1011969202

VMP-838R (040 2)

Page 2 of 3

Initials: llw

Form 3138 1/01

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

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

Edie E. Washington (Seal) \_\_\_\_\_ (Seal)  
EDIE E. WASHINGTON -Borrower -Borrower

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

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

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

1011969202

VMP-83 8R (040 2)

Page 3 of 3

Form 3138 1/01

MIN: 100488910119692027

### PREPAYMENT RIDER ADJUSTABLE RATE LOAN

This Prepayment Rider is made this 25<sup>th</sup> day of January 2007, and is incorporated into and shall be deemed to amend and supplement the Promissory Note (the "Note") and Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure repayment of Borrower's Note to

New Century Mortgage Corporation (the "Lender").

To the extent that the provisions of this Prepayment Rider are inconsistent with the provisions of the Note and/or Security Instrument, the provisions of this rider shall prevail over and shall supersede any such inconsistent provisions of the Note and/or Security Instrument.

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

#### 5. BORROWERS RIGHT TO PREPAY

I have the right to make prepayments of principal any time before they are due. A payment of principal only is known as a "prepayment". When I make a prepayment, I will tell the Note Holder in writing I am doing so. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless: the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment.

If within 2 year(s) from the date of execution of the Security Instrument, I make a full prepayment or, in certain cases a partial prepayment, and the total of such prepayment(s) in any 12-month period exceeds TWENTY PERCENT (20%) of the original principal amount of this loan, I will pay a prepayment charge in an amount equal to the payment of six (6) months advance interest on the amount by which the total of my prepayment(s) within that 12-month period exceeds TWENTY PERCENT (20%) of the original principal amount of the loan.

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

Edie E. Washington  
EDIE E. WASHINGTON

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NCMC  
Prepay Rider - ARM (Multistate)  
RE-103 (080106)

Page 1 of 1

1011969202

**ADJUSTABLE RATE RIDER ADDENDUM**  
(Libor Index - Rate Caps)

This Adjustable Rate Rider Addendum is made this **25th** day of **January** **2007**, and is incorporated into and shall be deemed to amend and supplement the Promissory Note (the "Note") and Mortgage, Deed of Trust or Security Deed (the "Security Instrument") and Adjustable Rate Rider (the "Rider") of the same date given by the undersigned (the "Borrower") to secure repayment of Borrower's Note to **New Century Mortgage Corporation** (the "Lender").

Property securing repayment of the Note is described in the Security Instrument and located at:  
**22581 MARTIN STREET, Perris, CA 92570**  
(Property Address)

To the extent that the provisions of this Adjustable Rate Rider Addendum are inconsistent with the provisions of the Note and/or Security Instrument and/or Rider, the provisions of this Addendum shall prevail over and supersede any such inconsistent provisions of the Note and/or Security Instrument and/or Rider.

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

- 4. (D) LIMITS ON INTEREST RATE CHANGES  
The interest rate I am required to pay at the first change date will not be greater than **8.650 %** or less than **7.150 %**. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **One And One-half** percentage point(s) (**1.500 %**) from the rate of interest I have been paying for the preceding **6** months. My interest rate will never be greater than **14.150 %** or less than **7.150 %**.

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

*Edie E. Washington*  
 \_\_\_\_\_  
**EDIE E. WASHINGTON**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**EXHIBIT "A"**

Parcel 148 of Records of Survey, in the County of Riverside, State of California, as shown by Map on File in Book 31 Page(s) 35 and 36 of Parcel Maps, in the office of the County Recorder of said County.

RECORDING REQUESTED BY:

12CH

DOC # 2008-0281645

05/23/2008 08:00A Fee:12.00

Page 1 of 2

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

LSI TITLE AGENCY - FIS DEFAULT



Executive Trustee Services, LLC  
2255 North Ontario Street, Suite 400  
Burbank, California 91504-3120

(818) 260-1600

FK02213

TS NO : FD-133335-C

LOAN NO : 0326257185

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			2						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
						T:	CTY	UNI	039

**SUBSTITUTION OF TRUSTEE**

12 T 039

WHEREAS, EDIE E. WASHINGTON, a single woman was the original Trustor, LANDAMERICA SOUTHLAND TITLE was the original Trustee, and "MERS" MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR LENDER, NEW CENTURY MORTGAGE CORPORATION was the original Beneficiary under that certain Deed of Trust dated 1/25/2007 and recorded on 1/31/2007 as Instrument No. 2007-0075542, in Book , Page of Official Records of Riverside County, California; and

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

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

NOW, THEREFORE, the undersigned desires to substitute EXECUTIVE TRUSTEE SERVICES, LLC, as Trustee under said Deed of Trust.

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

Dated : 2/20/2008

MORTGAGE ELECTRONIC REGISTRATION SYSTEM, INC.

Noriko Colston Assistant Secretary

State of California } ss.  
County of Sacramento }

On 2/20/08 before me, K. Kessler Notary Public, personally appeared Noriko Colston who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature K. Kessler (Seal)



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

---

T.S. No. :FD-133335-C

Trustor :EDIE E. WASHINGTON, a single woman

**I, Heanna Petersen, TRUSTEE SALE OFFICER, declare:** That I am an officer, agent or employee of **ETS Services, LLC** whose business address is:

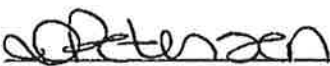
**2255 North Ontario Street, Suite 400 Burbank, California 91504-3120**

I am over the age of eighteen years; On 5/22/2008, by Certified and First Class mail, enclosed in a sealed envelope with postage fully prepaid, I deposited in the United States Mail, a copy of the attached Substitution of Trustee to the trustee of record under the Deed of Trust described in said Substitution, and;

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

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

Date: 5/22/2008



\_\_\_\_\_  
**Heanna Petersen, Trustee Sale Officer**

When recorded please mail to:  
5144

DOC # 2007-0425870  
06/29/2007 08:00A Fee:NC  
Page 1 of 1  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



030  
M  
030

**NOTICE OF NONCOMPLIANCE**

In the matter of the Property of  
EDIE E WASHINGTON

) Case No. CV04-3706

**NOTICE IS HEREBY GIVEN** to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No.457 SEC 2, (RCC Title 15.08) described as CONSTRUCTION WITHOUT PERMIT – SECOND UNIT. Such Proceedings are based upon the noncompliance of such real property, located at 22581 MARTIN STREET PERRIS, CA, and more particularly described as Assessor's Parcel Number 317-280-003 and having a legal description of 1.19 ACRES M/L IN PAR 148 RS 031/034, Records of Riverside County, with the requirements of Ordinance No. 457 SEC 2 (RCC Title 15.08).

The owner has been advised to immediately correct the above-referenced violations to avoid further action by the County of Riverside which may include demolition, removal, razing, etc., to abate the public nuisance. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 117 South Langstaff Street, Lake Elsinore, CA 92530, Attention Code Enforcement Officer Jeremy Wagner.

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

COUNTY OF RIVERSIDE  
CODE ENFORCEMENT DEPARTMENT

By   
Mark Slocum  
Code Enforcement Department

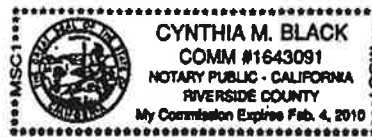
**ACKNOWLEDGMENT**

State of California )  
County of Riverside )

On 6/19/07 before me, Cynthia Black , Notary Public, personally appeared Mark Slocum, 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.







When recorded please mail to:  
5004

DOC # 2008-0188567

04/16/2008 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
NCHG CC						T:	CTY	UNI	053

053  
M

**NOTICE OF NONCOMPLIANCE**

In the matter of the Property of  
EDIE WASHINGTON

Case No. CV08-00869

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No.457, (RCC Title 15.08) described as CONSTRUCTION WITHOUT A PERMIT. Such Proceedings are based upon the noncompliance of such real property, located at 22581 MARTIN STREET, PERRIS, CA, and more particularly described as Assessor's Parcel Number 317-280-003 and having a legal description of 1.19 ACRES M/L IN PAR 148 RS 031/034, Records of Riverside County, with the requirements of Ordinance No. 457 (RCC Title 15.08).

The owner has been advised to immediately correct the above-referenced violations to avoid further action by the County of Riverside which may include demolition, removal, razing, etc., to abate the public nuisance. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 117 S. Langstaff Street, Lake Elsinore, CA 92530, and Attention Code Enforcement Officer J. KIRCHOFF.

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

COUNTY OF RIVERSIDE  
CODE ENFORCEMENT DEPARTMENT

By Britt Starkweather  
Britt Starkweather  
Code Enforcement Department

**ACKNOWLEDGMENT**

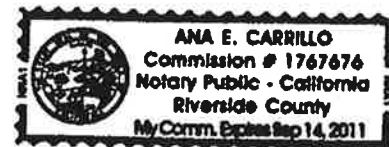
State of California )  
County of Riverside )

On 04/02/08 before me, Ana E. Carrillo, Notary Public, personally appeared Britt Starkweather, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/~~she~~ they executed the same in his/~~her~~ their authorized capacity(ies), and that by his/~~her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

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



When recorded please mail to:  
Riverside County Code Enforcement  
Mead Valley Office  
19450 Clark Street  
Perris, CA 92570  
Mail Stop # 5004

DOC # 2010-0284831  
06/21/2010 08:00A Fee:NC  
Page 1 of 1  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



006  
M  
006

**NOTICE OF NONCOMPLIANCE**


In the matter of the Property of )  
EDIE WASHINGTON ) Case No. CV08-09033

**NOTICE IS HEREBY GIVEN** to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No.457, (RCC Title 15.16.020) described as Substandard Structure. Such Proceedings are based upon the noncompliance of such real property, located at 22581 Martin Street, Perris, CA, and more particularly described as Assessor's Parcel Number 317-280-003 and having a legal description of 1.19 ACRES M/L IN PAR 148 RS 031/034, Records of Riverside County, with the requirements of Ordinance No. 457 (RCC Title 15.16.020).

The owner has been advised to immediately correct the above-referenced violations to avoid further action by the County of Riverside which may include demolition, removal, razing, etc., to abate the public nuisance. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, District 1/Mead Valley Office, 19450 Clark Street, Perris, CA 92570 and Attention Code Enforcement Officer J. Kirchoff.

**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.

**RIVERSIDE COUNTY CODE ENFORCEMENT**

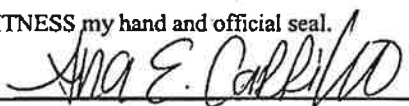
By   
Manuel A. Acueto  
Code Enforcement Department

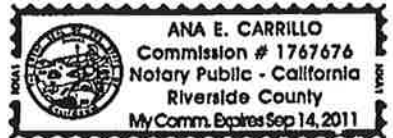
**ACKNOWLEDGMENT**

State of California )  
County of Riverside )

On 06/10/10 before me, Ana E. Carrillo, Notary Public, personally appeared Manuel A. Acueto, 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/she executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.  
  
Commission # 1767676 Comm. Expires Sep. 14, 2011

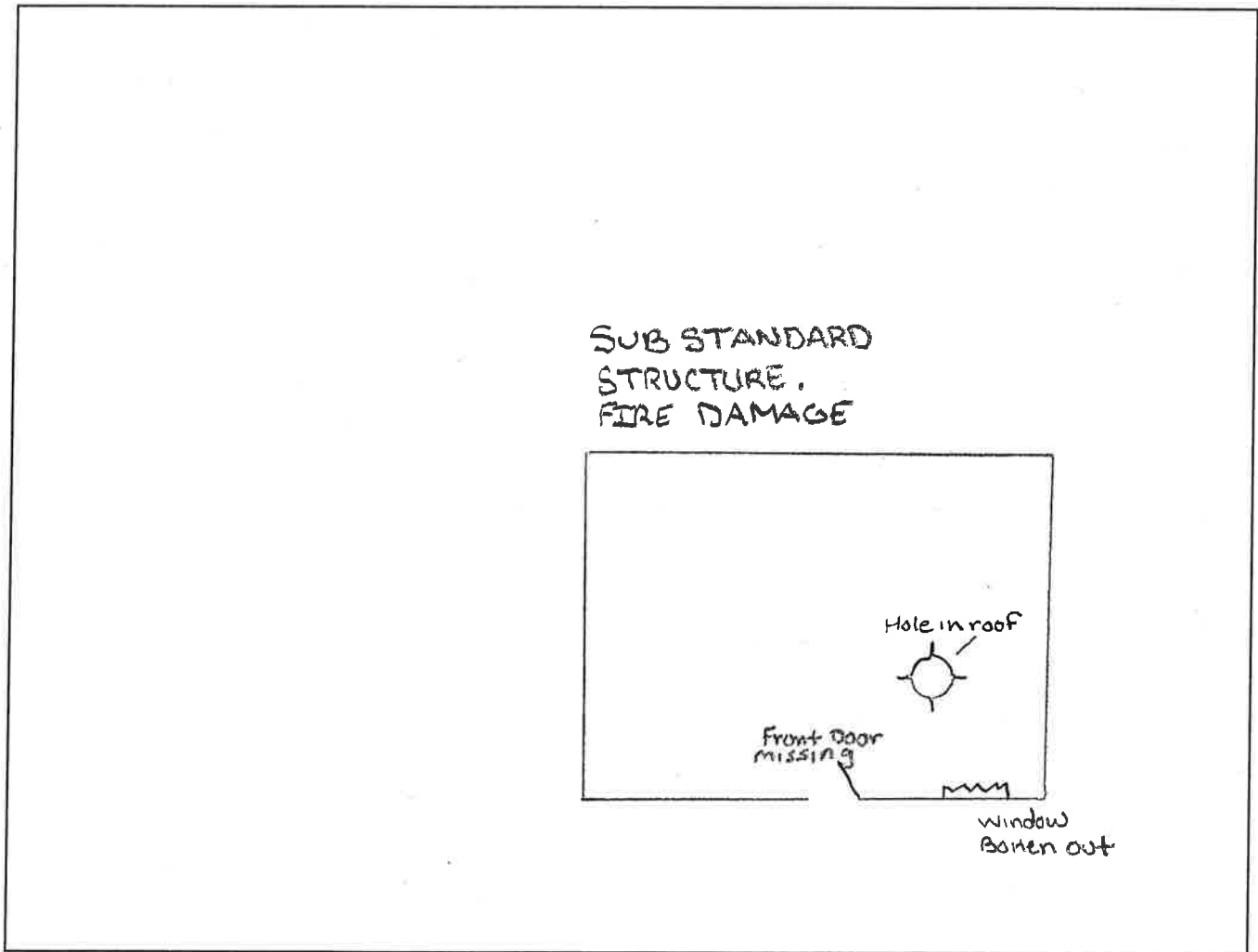


### SITE PLAN: Case # CV-0809033

OWNER(S): EDIE E WASHINGTON  
SITE ADDRESS: 22581 MARTIN ST, PERRIS  
ASSESSOR'S PARCEL: 317-280-003  
ACREAGE: 1.190000

NORTH ARROW: 

REAR PROPERTY LINE



FRONT PROPERTY LINE: 22581 MARTIN ST, PERRIS

PREPARED BY: J. Kirchoff DATE: 10-19-10

EXHIBIT NO. D

CV08-09033 Officer J. Kirchoff #109 10/27/08

Photo #1

A house fire created the substandard condition.



Photo #2

Defect # 4 on form, Hazardous plumbing



EXHIBIT NO.         D<sup>2</sup>

CV08-09033 Officer J. Kirchoff #109 10/27/08

Photo #3

Defect # 6 from form list, Hazardous wiring.



Photo #4

Defect # 11 from form list, defective or deteriorating roof.



EXHIBIT NO. 23

CV08-09033 Officer J. Kirchoff #109 10/27/08

Photo #5

Defects 12 and 13 from form list, dampness to habitable rooms and faulty weather protection (Broken windows).



EXHIBIT NO. 4

CV08-09033 Officer J. Kirchoff #109 10/27/08

Photo #7 Photo #8

Defect # 16, extensive fire damage.



EXHIBIT NO. 26





CV08-09033 Officer J. Kirchoff #109 01/13/09  
Photo #3 Photo #4

The windows have been boarded up the fire damage is still visible.



EXHIBIT NO. 7D

Code Enforcement Case: CV0809033

Printed on: 10/25/2010

*Photographs*



Roof has a hole in it from fire damaged. J. Kirchoff.10.19.10 006.jpg - 10/19/2010

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

D<sup>8</sup>



Windows are boarded but broken out along with the door. J. Kirchoff.10.19.10 004.jpg - 10/19/2010

EXHIBIT NO.           D9



Window is broken out and roof is sagging from fire damage. J. Kirchoff.10.19.10 005.jpg - 10/19/20

EXHIBIT NO. D<sup>10</sup>



**COUNTY OF RIVERSIDE  
CODE ENFORCEMENT DEPARTMENT**

**NOTICE OF VIOLATION**

CASE No.: CV 08-09033

THE PROPERTY AT: 22581 Martin Perris APN#: 317-280-003

WAS INSPECTED BY OFFICER: J. Kirchoff ID#: 109 ON 10-27-08 AT 0930 am/pm

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

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

COMMENTS: \_\_\_\_\_

**IMPORTANT!** CORRECTION(S) MUST BE COMPLETED BY: 11-27-08. FAILURE TO COMPLY BY THIS DATE, MAY RESULT IN THE ISSUANCE OF AN ADMINISTRATIVE CITATION WITH FINES UP TO \$500.00 PER DAY, FOR EACH VIOLATION. YOU MAY BE CITED EACH DAY THAT THE VIOLATION(S) EXIST BEYOND THE CORRECTION DATE. IN ADDITION, OTHER ENFORCEMENT ACTION, PENALTIES AND THE IMPOSITION OF A LIEN ON THE PROPERTY FOR THE ABATEMENT AND ENFORCEMENT COSTS MAY RESULT IF COMPLIANCE IS NOT ACHIEVED BY THE CORRECTION DATE.

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

SIGNATURE \_\_\_\_\_ PRINT NAME \_\_\_\_\_ DATE \_\_\_\_\_  PROPERTY OWNER  TENANT  
 CDL/CID# \_\_\_\_\_ D.O.B. \_\_\_\_\_ TEL. NO. \_\_\_\_\_  
 EXHIBIT NO. E

**POSTED**

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

UNIFORM HOUSING HEALTH & SAFETY  
CODE SECTIONS CODE SECTIONS

**SUBSTANDARD BUILDING CONDITIONS:**

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

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

Case No. CV08-09033 Address 22581 Martin Perris

Date 10-27-08 Officer J. Kirchoff # 109

EXHIBIT NO. E<sup>2</sup>



JAY E. ORR  
DIRECTOR

CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE

4080 LEMON STREET, 12TH FLOOR  
RIVERSIDE, CALIFORNIA 92501  
(951) 955-2004 • FAX (951) 955-2023

MICHAEL O'CONNOR  
DEPUTY DIRECTOR

BRIAN BLACK  
STEVE BLOOMQUIST  
JOHN BOYD  
JAMES P. MONROE  
DIVISION MANAGERS

## AFFIDAVIT OF POSTING OF NOTICES

Case No.: CV08-09033

I, J. Kirchoff, the undersigned, hereby declare:

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

County of Riverside  
Code Enforcement Department  
19450 Clark Street Perris, Ca. 92504

2. That on October 27<sup>th</sup>, 2008 at 0920 Hrs, I securely and conspicuously posted a Notice of Violation of RCC 15.16.020, Substandard Structure, Notice of Defects and Caution Do Not Enter Sign, at the property described as:

**Property Address: 22581 Martin Street. Perris, Ca. 92570**  
**Assessor's Parcel Number: 317-280-006**

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

Executed on October 27<sup>th</sup>, 2008 at Perris, California

CODE ENFORCEMENT DEPARTMENT

By: J. Kirchoff  
J. Kirchoff  
Code Enforcement Officer

EXHIBIT NO. E<sup>3</sup>



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

**COPY**

John Boyd  
DIRECTOR

NOVEMBER 13, 2008

EDIE E WASHINGTON  
22581 MARTIN STREET  
PERRIS, CA 92570

## NOTICE OF VIOLATION

Re: **Riverside County Abatement Case No.: CV08-09033**  
Subject Property: 22581 MARTIN STREET, PERRIS, CA; APN: 317-280-003

### TO ALL OWNERS AND INTERESTED PARTIES OF THE ABOVE DESCRIBED SUBJECT PROPERTY

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

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

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

**PLEASE BE ADVISED** that the costs already accrued in this case, including but not limited to, enforcement and investigation costs, are recoverable by the Department, as allowed under Riverside County Ordinance number 725. The Department may seek recovery of such costs from the property owner(s) which may result in a special assessment lien against the property. Additionally, should Code Enforcement abate the property, the costs associated therewith, as well as all abatement costs allowed under Riverside County Ordinance 725, will be sought from the property owner(s) and/or may result in a special assessment lien against the property.

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

CODE ENFORCEMENT DEPARTMENT

J. KIRCHOFF Code Enforcement Officer

Enclosure: Notice of Defects (1)

NOV.20 – Code Enforcement 10.07

EXHIBIT NO. EA



**PROOF OF SERVICE BY MAIL**

**Case No: CV08-09033**

I, the undersigned, say I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is 117 S. Langstaff Street, Lake Elsinore, CA 92530.

I am readily familiar with our department's practice for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence is deposited with the United States Postal Service on the same day in the ordinary course of business.

That on the 13th day of NOVEMBER, 2008 I served a copy of the papers to which this proof of service is attached, entitled:

- 
- NOTICE OF VIOLATION
- NOTICE OF DEFECTS

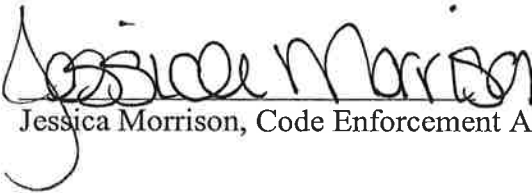
By depositing a copy thereof in an envelope for deposit in the United States Postal Service via Regular Mail & Certified Mail, return receipt requested, and addressed as follows:

EDIE E WASHINGTON  
22581 MARTIN STREET  
PERRIS, CA 92570  
CV08-09033 JK

The envelope was sealed and placed for collection and mailing at MEAD VALLEY, CALIFORNIA, on the same date following the ordinary business practices.

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

Executed this 13th of NOVEMBER, 2008 at RIVERSIDE, CALIFORNIA.

  
Jessica Morrison, Code Enforcement Aide

Article #: 7008 0500 0001 9995 9550

EXHIBIT NO.                      E<sup>5</sup>

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

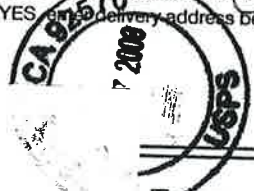
EDIE E WASHINGTON  
 22581 MARTIN STREET  
 PERRIS, CA 92570  
 CV08-09033 JK

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee

B. Received by (Printed Name)  C. Date of Delivery  
 Edie Washington

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



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

? (Extra Fee)  Yes

2. Article Number (Transfer from servc) 7008 0500 0001 9995 9550

22581 MARTIN STREET  
 PERRIS, CA 92570  
 CV08-09033 JK

August 2006 See Reverse for Instructions

EXHIBIT NO.         E



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

GLENN BAUDE  
Director

**NOTICE OF VIOLATION**

September 30, 2010

Executive Trustee Services, LLC, Loan #0326257185  
2255 North Ontario Street Suite 400  
Burbank, CA 92504

RE CASE NO: CV0809033 at 22581 MARTIN ST, PERRIS, California, Assessor's Parcel Number 317-280-003

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 22581 MARTIN ST, PERRIS California, Assessor's Parcel Number 317-280-003, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457), of the Riverside County Code.

**Said violation is described as:**

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

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

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

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

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

COMPLIANCE MUST BE COMPLETED BY October 30, 2010. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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

E7

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

CODE ENFORCEMENT DEPARTMENT

By: Jon Kirchoff, Code Enforcement Officer

EXHIBIT NO. ES

# RIVERSIDE COUNTY DEPARTMENT OF BUILDING AND SAFETY CODE ENFORCEMENT

## NOTICE OF DEFECTS

UNIFORM COUNTY OF CALIFORNIA DEPARTMENT OF BUILDING AND SAFETY  
CODE SECTIONS CODE SECTIONS  
**COPY**

**SUBSTANDARD BUILDING CONDITIONS:**

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

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

Case No. CV08-09033 Address 22581 Martin Perris

Date 10-27-08 Officer J. Kirchoff # 109 EXHIBIT NO. E9



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

GLENN BAUDE  
Director

**NOTICE OF VIOLATION**

September 30, 2010

67620153-NEW CENTURY MORTGAGE CORPORATION  
18400 VON KARMAN, SUITE 1000  
IRVINE, CA 92612

RE CASE NO: CV0809033 at 22581 MARTIN ST, PERRIS, California, Assessor's Parcel Number 317-280-003

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 22581 MARTIN ST, PERRIS California, Assessor's Parcel Number 317-280-003, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457), of the Riverside County Code.

**Said violation is described as:**

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

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

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

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

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

**COMPLIANCE MUST BE COMPLETED BY October 30, 2010. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.**

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

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

CODE ENFORCEMENT DEPARTMENT

By: Jon Kirchoff, Code Enforcement Officer

EXHIBIT NO. E11

**RIVERSIDE COUNTY DEPARTMENT OF BUILDING AND SAFETY  
CODE ENFORCEMENT**

**NOTICE OF DEFECTS**

UNIFORM CODE WITH A SAFETY  
**COPY**  
CODE SECTIONS CODE SECTIONS

**SUBSTANDARD BUILDING CONDITIONS:**

- |   |  |              |                |
|---|--|--------------|----------------|
| 1. <input type="checkbox"/>             | Lack of or improper water closet, lavatory, bathtub, shower or kitchen sink.....   | 1001(b)1,2,3 | 1792.3(a)1,2,3 |
|   | OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure                            |              |                |
| 2. <input type="checkbox"/>             | Lack of hot and cold running water to plumbing fixtures .....  | 1001(b)4,5   | 1792.3(a)4,5   |
|   | OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure                            |              |                |
| 3. <input type="checkbox"/>             | Lack of connection to required sewage system.....  | 1001(b)14    | 1792.3(a)14    |
|   | OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure                            |              |                |
| 4. <input checked="" type="checkbox"/>  | Hazardous plumbing.....  | 1001(f)      | 1792.3(e)      |
|   | OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure                 |              |                |
| 5. <input type="checkbox"/>             | Lack of required electrical lighting.....  | 1001(b)10    | 1792.3(a)10    |
|   | OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure                            |              |                |
| 6. <input checked="" type="checkbox"/>  | Hazardous Wiring.....  | 1001(e)      | 1792.3(d)      |
|   | OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure                 |              |                |
| 7. <input type="checkbox"/>             | Lack of adequate heating facilities.....   | 1001(o)6     | 1792.3(a)6     |
|   | OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure                            |              |                |
| 8. <input type="checkbox"/>             | Deteriorated or inadequate foundation.....   | 1001(c)1     | 1792.3(b)1     |
|   | OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure                            |              |                |
| 9. <input type="checkbox"/>             | Defective or deteriorated flooring or floor supports.....  | 1001(c)2     | 1792.3(b)2     |
|   | OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure                            |              |                |
| 10. <input type="checkbox"/>            | Members of walls, partitions or other vertical supports that split, lean, list or buckle<br>due to defective material or deterioration.....                            | 1001(c)4     | 1792.3(b)4     |
|   | OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure                            |              |                |
| 11. <input checked="" type="checkbox"/> | Members of ceilings, roofs, ceiling and roof supports or other horizontal members<br>which sag, split, or buckle due to defective material or deterioration.....       | 1001(c)6     | 1792.3(b)6     |
|   | OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure                 |              |                |
| 12. <input checked="" type="checkbox"/> | Dampness of habitable rooms.....   | 1001(b)11    | 1792.3(a)11    |
|   | OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure                 |              |                |
| 13. <input checked="" type="checkbox"/> | Faulty weather protection.....   | 1001(h)1-4   | 1792.3(g)1-4   |
|   | A. Deteriorated or ineffective weather proofing of exterior walls, roof or floors<br>including broken windows or doors, lack of paint or other approved wall covering. |              |                |
|   | OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure                            |              |                |
| 14. <input type="checkbox"/>            | General dilapidation or improper maintenance.....  | 1001(b)13    | 1792.3(a)13    |
|   | OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure                            |              |                |
| 15. <input type="checkbox"/>            | Fire hazard.....   | 1001(i)      | 1792.3(h)      |
|   | OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure                            |              |                |
| 16. <input checked="" type="checkbox"/> | Extensive fire damage.....   |              |                |
|   | OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure                 |              |                |
| 17. <input type="checkbox"/>            | Public and attractive nuisance - abandoned/vacant.....   |              |                |
|   | OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure                            |              |                |
| 18. <input type="checkbox"/>            | Improper occupancy.....  | 1001(n)      | 1792.3(n)      |
|   | OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure                            |              |                |
| 19. <input type="checkbox"/>            |  |              |                |
|   | OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure                            |              |                |
| 20. <input type="checkbox"/>            |  |              |                |
|   | OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure                            |              |                |

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

Case No. CV08-09033 Address 22581 Martin Perris

Date 10-27-08 Officer J. Kirchoff # 109

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

E12





**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

GLENN BAUDE  
Director

**PROOF OF SERVICE**

Case No. CV0809033

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

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

That on October 1, 2010, I served the following documents(s):

**NOTICE RE: NOTICE OF VIOLATION & NOTICE OF DEFECTS**

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


67620153-NEW CENTURY MORTGAGE CORPORATION 18400 VON KARMAN, SUITE 1000, IRVINE, CA 92612  
Executive Trustee Services, LLC, Loan #0326257185 2255 North Ontario Street Suite 400, Burbank, CA 92504

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

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

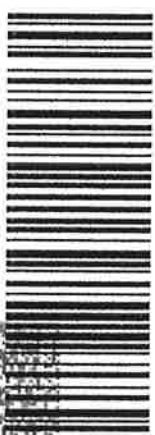
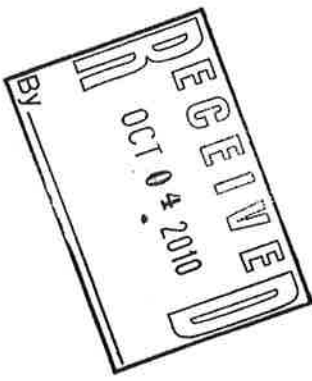
EXECUTED ON October 1, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

  
By: Jessica Morrison, Code Enforcement Aide

7009 2820 0001 4708 4857		
20 0001 4708 4840		
U.S. Postal Service™ <b>CERTIFIED MAIL™ RECEIPT</b> (Domestic Mail Only; No Insurance Coverage Provided)		
For delivery information visit our website at www.usps.com®		
<b>OFFICIAL USE</b>		
Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Executive Trustee Services, LLC, Loan #0326257185 2255 North Ontario Street Suite 400 Burbank, CA 92504 CV08-09033 JK 317		

RIVERSIDE COUNTY CODE ENFORCEMENT  
 DISTRICT 1 MEAD VALLEY  
 19450 CLARK STREET  
 PERRIS, CA 92570



7009 2820 0001 4708 4840

UNITED STATES POSTAGE  
 FIRST CLASS  
 PERMIT NO. 1000  
 PERRIS, CA  
 02 1A  
 0004832814  
 MAILED FROM ZIP CODE 92501  
 \$ 05.54  
 OCT 01 2010

67620153-NEW CENTURY MORTGAGE CORPORATION  
 18400 VON KARMAN, SUITE 1000  
 IRVINE, CA 92612  
 CV08-09033 JK 317

\*X 925 NDE 1 3021 06 10/01/10  
 FORWARD TIME EXP RTN TO SEND  
 NEW CENTURY MORTGAGE  
 PO BOX 57052  
 IRVINE CA 92619-7052

5123095749455

RETURN TO SENDER

**SENDER: COMPLETE THIS SECTION**

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

**COMPLETE THIS SECTION ON DELIVERY**

1. Article Addressed to:

A. Signature  X  Agent

B. Received by: *[Signature]* Printed Name  Address

C. Date of Delivery

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

Executive Trustee Services, LLC, Loan #0326257185  
 2255 North Ontario Street Suite 400  
 Burbank, CA 92504  
 CV08-09033 JK 317

4. Restricted Delivery? (Extra Fee)  Yes

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

2. Article Number 7009 2820 0001 4708 4840  
*(Transfer from self-addressed envelope)*

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

EXHIBIT NO.

When recorded please mail to:  
Riverside County Code Enforcement  
Mead Valley Office  
19450 Clark Street  
Perris, CA 92570  
Mail Stop # 5004

DOC # 2010-0284831  
06/21/2010 08:00A Fee:NC

Page 1 of 1  
Recorded in Official Records  
County of Riverside

Larry W. Ward  
Assessor, County Clerk & Recorder



006  
0



**NOTICE OF NONCOMPLIANCE**

In the matter of the Property of  
EDIE WASHINGTON )

Case No. CV08-09033 )

**NOTICE IS HEREBY GIVEN** to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No.457, (RCC Title 15.16.020) described as Substandard Structure. Such Proceedings are based upon the noncompliance of such real property, located at 22581 Martin Street, Perris, CA, and more particularly described as Assessor's Parcel Number 317-280-003 and having a legal description of 1.19 ACRES M/L IN PAR 148 RS 031/034, Records of Riverside County, with the requirements of Ordinance No. 457 (RCC Title 15.16.020).

The owner has been advised to immediately correct the above-referenced violations to avoid further action by the County of Riverside which may include demolition, removal, razing, etc., to abate the public nuisance. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, District 1/Mead Valley Office, 19450 Clark Street, Perris, CA 92570 and Attention Code Enforcement Officer J. Kirchoff.

**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.

**RIVERSIDE COUNTY CODE ENFORCEMENT**

By   
Manuel A. Acueto  
Code Enforcement Department

**ACKNOWLEDGMENT**

State of California )  
County of Riverside )

On 06/10/10 before me, Ana E. Carrillo, Notary Public, personally appeared Manuel A. Acueto, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

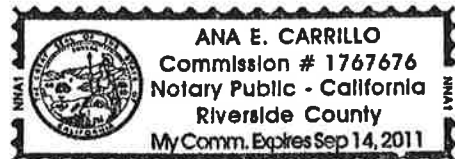
WITNESS my hand and official seal.

Commission # 1767676

Comm. Expires Sep. 14, 20

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

F



PAMELA J. WALLS  
County Counsel

OFFICE OF COUNTY COUNSEL  
COUNTY OF RIVERSIDE



KATHERINE A. LIND  
Assistant County Counsel

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

December 23, 2010

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

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

Case No.: CV08-09033  
APN: 317-280-003; WASHINGTON  
Property: 22581 Martin St., Perris

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 457 (RCC Title 15) and 725 (RCC Title 1) to consider the abatement of the substandard structure located on the SUBJECT PROPERTY described as 22581 Martin St., Perris, **Riverside County, California**, and more particularly described as Assessor's Parcel Number 317-280-003.

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

SAID HEARING will be held on **Tuesday, January 25, 2011**, at **9:30 a.m.** in the Board of Supervisors Room, County Administrative Center, 4080 Lemon Street, 1<sup>st</sup> Floor Annex, Riverside, California at which time and place pertinent evidence will be received and/or testimony from all concerned parties will be heard. Failure to appear on your behalf will result in the exclusion of your testimony, and facts as known to the Code Enforcement Department ("Department") will be presented to the Board of Supervisors for consideration and deliberation in this matter.

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

**You are encouraged to contact Supervising Code Enforcement Officer Manuel Acueto at (951) 657-0122 or the undersigned prior to the hearing. Please meet the undersigned and Brian Black, Supervising Code Enforcement Officer, at 8:30 a.m. on the day of the hearing in the lobby of the 1<sup>st</sup> floor annex in front of the Clerk of the Board's Office to discuss the case.**

PAMELA J. WALLS  
Riverside County Counsel

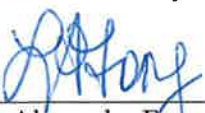
  
\_\_\_\_\_  
L. Alexandra Fong  
Deputy County Counsel

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

6

# NOTICE LIST

Subject Property: 22581 Martin Street, Perris  
Case No.: CV 08-09033; APN: 317-280-003; District 1

EDIE E. WASHINGTON  
22581 MARTIN STREET  
PERRIS, CA 92570

NEW CENTURY MORTGAGE CORPORATION  
18400 VON KARMAN, STE. 1000  
IRVINE, CA 92612

EXECUTIVE TRUSTEE SERVICES, LLC  
2255 NORTH ONTARIO ST., STE. 400  
BURBANK, CA 91504-3120

MERS  
P.O. BOX 2026  
FLINT, MI 48501-2026

7010 1670 0001 7232 5457

U.S. Postal Service <sup>TM</sup>	
CERTIFIED MAIL <sup>TM</sup> RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
OFFICIAL USE	
Postage	\$ .44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.54

Mailed 12/23/10

Postmark Here

Se or C	NEW CENTURY MORTGAGE CORPORATION 18400 VON KARMAN STE 1000 IRVINE CA 92612
---------------	--

PS Form 3800, August 2006 See Reverse for Instructions

EXHIBIT NO.         G<sup>2</sup>



Home | Help | Sign In

Track & Confirm    FAQs

# Track & Confirm

## Search Results

Label/Receipt Number: 7010 1670 0001 7232 5440  
Service(s): **Certified Mail™**  
Status: **Notice Left**

We attempted to deliver your item at 12:03 pm on December 24, 2010 in PERRIS, CA 92570 and a notice was left. Information, if available, is updated periodically throughout the day. Please check again later.

Detailed Results:

- **Notice Left, December 24, 2010, 12:03 pm, PERRIS, CA 92570**
- **Arrival at Unit, December 24, 2010, 7:35 am, PERRIS, CA 92570**

## Notification Options

### Track & Confirm by email

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

## Track & Confirm

Enter Label/Receipt Number.

[Go >](#)

Site Map    Customer Service    Forms    Govt Services    Careers    Privacy Policy    Terms of Use    Business Customer Gateway

Copyright© 2010 USPS. All Rights Reserved.    No FEAR Act EEO Data    FOIA

7010 1670 0001 7232 5440

<b>U.S. Postal Service™</b>		
<b>CERTIFIED MAIL™ RECEIPT</b>		
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>		
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>		
<b>OFFICIAL USE</b>		
Postage	\$ .44	Mailed 12/23/10  Postmark Here
Certified Fee	2.80	
Return Receipt Fee (Endorsement Required)	2.30	
Restricted Delivery Fee (Endorsement Required)		
<b>Total Postage &amp; Fees</b>	<b>\$ 5.54</b>	
<b>Sent To</b>		
Street, Ap or PO Bo:	EDIE E WASHINGTON	
City, State	22581 MARTIN STREET PERRIS CA 92570	
PS Form 3800, August 2006		See Reverse for Instructions

EXHIBIT NO. 63

# NOTICE LIST

Subject Property: 22581 Martin Street, Perris  
Case No.: CV 08-09033; APN: 317-280-003; District 1

EDIE E. WASHINGTON  
22581 MARTIN STREET  
PERRIS, CA 92570

NEW CENTURY MORTGAGE CORPORATION  
18400 VON KARMAN, STE. 1000  
IRVINE, CA 92612

EXECUTIVE TRUSTEE SERVICES, LLC  
2255 NORTH ONTARIO ST., STE. 400  
BURBANK, CA 91504-3120

MERS  
P.O. BOX 2026  
FLINT, MI 48501-2026

<p>2. Article Number (Transfer from service label)</p> <p style="font-size: 2em; color: blue;">W 08-09033 (Washington) ABT 4</p> <p>PS Form 3811, February 2004</p>	<p>EXECUTIVE TRUSTEE SERVICES LLC 2255 NORTH ONTARIO ST STE 400 BURBANK CA 91504-3120</p>	<p><b>SENDER: COMPLETE THIS SECTION</b></p> <ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul> <p>1. Article Addressed to:</p>
<p>Domestic Return Receipt</p> <p>7010 1670 0001 7232 5464</p> <p>102595-02-M-1540</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail    <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered    <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail    <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee)    <input type="checkbox"/> Yes</p>	<p><b>COMPLETE THIS SECTION ON DELIVERY</b></p> <p>A. Signature    <input type="checkbox"/> Agent</p> <p style="font-size: 1.5em; color: red;">X <i>Parvinder Singh</i></p> <p>B. Received by (Printed Name)    <input type="checkbox"/> Addressee</p> <p style="font-size: 1.5em; color: red;"><i>Parvinder Singh</i></p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1?    <input type="checkbox"/> Yes</p> <p>If YES, enter delivery address below:    <input type="checkbox"/> No</p>

<p><b>SENDER: COMPLETE THIS SECTION</b></p> <ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul> <p>1. Article Addressed to:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>MERS PO BOX 2026 FLINT MI 48501-2026</p> </div>	<p><b>COMPLETE THIS SECTION ON DELIVERY</b></p> <p>A. Signature    <input type="checkbox"/> Agent</p> <p style="font-size: 1.5em; color: blue;">X <i>Parvinder Singh</i></p> <p>B. Received by (Printed Name)    <input type="checkbox"/> Addressee</p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1?    <input type="checkbox"/> Yes</p> <p>If YES, enter delivery address below:    <input type="checkbox"/> No</p> <p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail    <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered    <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail    <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee)    <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p> <p style="font-size: 2em; color: blue;">W 08-09033 (Washington) ABT 4</p> <p>PS Form 3811, February 2004</p>	<p>7010 1670 0001 7232 5433</p> <p>Domestic Return Receipt</p> <p>102595-02-M-1540</p>

EXHIBIT NO. G4

1 **PROOF OF SERVICE**

2 Case No. CV08-09033

3 STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

4 I, Brenda Peeler, declare that I am a citizen of the United States and am employed in the County of  
5 Riverside, over the age of 18 years and not a party to the within action or proceeding; that my  
6 business address is 3960 Orange Street, Suite 500, Riverside, California 92501.

7 That on December 23, 2010, I served the following document(s):

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

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

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

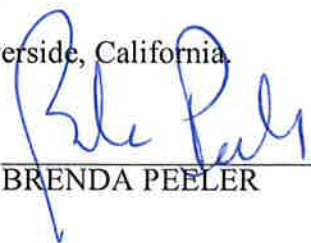
13 XX **BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED.** I am "readily familiar"  
14 with the office's practice of collection and processing correspondence for mailing. Under  
15 that practice it would be deposited with the U.S. Postal Service on that same day with  
16 postage thereon fully prepaid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

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

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

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

23 EXECUTED ON December 23, 2010, at Riverside, California.

24   
25 \_\_\_\_\_  
26 BRENDA PEELER

27 **EXHIBIT NO.** 65





**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

GLENN BAUDE  
Director

**AFFIDAVIT OF POSTING OF NOTICES**

December 27, 2010

RE CASE NO: CV0809033

I, Jon Kirchoff, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 19450 Clark Street, Perris, California 92570 .

That on 12/27/2010 at 0835 hours, I securely and conspicuously posted the notice of abatement hearing for the violation of RCC 15.16.020, substandard structure at the property described as:

**Property Address:** 22581 MARTIN ST, PERRIS

**Assessor's Parcel Number:** 317-280-003

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

Executed on December 27, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT


  
By: Jon Kirchoff, Code Enforcement Officer

EXHIBIT NO. 66