

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

426B



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

**SUBMITTAL DATE:**  
January 27, 2011

**SUBJECT:** Abatement of Public Nuisance [Grading Without a Permit]  
Case No: CV 08-10562 [ESTATE OF HELEN McDONALD]  
Subject Property: 19925 Terray Ct., Riverside; APN: 321-310-011  
District: 1

Departmental Concurrence

**RECOMMENDED MOTION:** Move that:

1. The grading without permits on the real property located at 19925 Terray Ct., Riverside, Riverside County, California, APN: 321-310-011 be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which prohibits grading of more than fifty (50) cubic yards without a grading permit.
2. That a five (5) year hold on the issuance of building permits and land use approvals be placed on the property.

*[Signature]*

(Continued)

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  
BY: *[Signature]*  
Jennifer L. Sargent

**County Executive Office Signature**

- Policy
- Policy
- Consent
- Consent

**MINUTES OF THE BOARD OF SUPERVISORS**

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

**Ayes:** Buster, Tavaglione, Stone, Benoit and Ashley  
**Nays:** None  
**Absent:** None  
**Date:** February 8, 2011  
**xc:** Co. Co., CED, Prop. Owner

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

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

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

9.2

Abatement of Public Nuisance

Case No. CV 08-10562 [ESTATE OF HELEN McDONALD]

19925 Terray Ct., Riverside

District One

Page 2

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

**BACKGROUND:**

1. An inspection was made of the subject property by the Code Enforcement Officer on December 10, 2008. The inspection revealed grading on the property that deviated from the natural topography in violation of Riverside County Ordinance No. 457 (RCC Title 15). The Officer estimated that approximately three hundred (300) cubic yards of dirt has been graded. A search of Riverside County records indicates that no permit for grading has been obtained.
2. Follow-up inspections on February 4, 2009, July 10, 2009, August 28, 2009, October 6, 2009, November 19, 2009, December 15, 2009, December 28, 2009, February 23, 2010, August 9, 2010 and January 20, 2011, revealed that the property continues to be in violation of Riverside County Ordinance No. 457.
3. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for grading without a permit.

**BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE**

IN RE ABATEMENT OF PUBLIC NUISANCE ) CASE NO. CV 08-10562  
[GRADING WITHOUT PERMITS] APN: 321- )  
310-011, 19925 TERRAY CT, RIVERSIDE, ) DECLARATION OF OFFICER  
COUNTY OF RIVERSIDE, STATE OF ) RON WELCH  
CALIFORNIA; ESTATE OF HELEN )  
MCDONALD (AND/OR HELEN MCDONALD), ) [R.C.O. Nos. 457 (RCC Title 15) and 725  
OWNER. ) (RCC Title 1) and Board of Supervisors Policy  
F-6]

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

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

2. On December 10, 2008, I conducted an initial inspection of the real property described as the 19925 Terray Ct., Riverside, Riverside County, California and further described as Assessor's Parcel Number 321-310-011 (hereinafter referred to as "THE PROPERTY"). A true and correct copy of a Thomas Brothers map indicating the location of THE PROPERTY is attached hereto as Exhibit "A" and incorporated herein by reference.

3. A review of County records and documents disclosed that THE PROPERTY is owned by the Estate of Helen McDonald (hereinafter referred to as "OWNER"). A certified copy of the County Equalized Assessment Roll for the year 2010-2011 and a copy of the County Geographic Information System ("GIS") report is attached hereto and incorporated herein by reference as Exhibit "B."

4. Although the County's records indicate that THE PROPERTY is owned by the Estate of Helen McDonald, the Lot Book Report indicates THE PROPERTY is owned by Helen McDonald.

5. Based upon the Lot Book Report issued by RZ Title Service on December 21, 2009 as updated on August 12, 2010, it is determined that other parties potentially hold a legal interest in THE PROPERTY, to-wit: Washington Mutual Bank FA, The Eviction Center, Rachel Stevens and Ken Scott

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

3 6. On December 10, 2008, I drove to THE PROPERTY to conduct an initial inspection.  
4 From the road right of way I observed what appeared to be a fill of about ten (10) feet with a 1/1 slope.  
5 The slope ran down the entire east side of THE PROPERTY and about two hundred (200) feet up the  
6 north property line. I determined that THE PROPERTY constituted a public nuisance in violation of the  
7 provisions set forth in Riverside County Ordinance (“RCO”) No 457, Section 4, Subdivision (J)(2), as  
8 codified in Riverside County Code (“RCC”) Title 15. I posted a Notice of Violation (RCO No. 457) to  
9 THE PROPERTY and took digital photographs.

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

12 8. On December 29, 2010, a Notice of Violation for Unapproved Grading was sent to the  
13 OWNER and INTERESTED PARTIES via certified mail, return receipt requested. The notice advised  
14 that the property owner was required to provide complete restoration or remediation to THE  
15 PROPERTY affected by the unapproved grading. The notice further advises that failure to bring THE  
16 PROPERTY into compliance will result in criminal, administrative, or civil action being brought against  
17 the owner including penalties, restoration, or remediation of the illegal grading by the County. In  
18 addition, the notice states RCO No. 457 allows for the Department of Building & Safety to place a five  
19 year flag on the issuance of building permits and land use approvals for property that has been graded  
20 without approval or permits.

21 9. On February 4, 2009 I conducted a follow-up inspection of THE PROPERTY. I  
22 observed that THE PROPERTY remained in violation of RCO No. 457. I observed that the pad had  
23 been extended out approximately thirty (30) feet to form a level extended pad to the east.

24 10. On March 10, 2009, I calculated the site by measurements previously taken. I determined  
25 that approximately three hundred (300) cubic yards of dirt had been moved. The drainage had been  
26 redirected down the east side of THE PROPERTY below the graded slope and on to the property below.  
27 There are large eroded craters in the slope. Arial photos show that the pad was extended from the  
28 dwelling to the east and to the north.

1           11.     On July 10, 2009, August 28, 2009, October 6, 2009, November 19, 2009, December 15,  
2 2009, December 28, 2009, February 23, 2010 and August 9, 2010, I conducted follow-up inspections of  
3 THE PROPERTY. I also checked the Land Management Systems (LMS) on each day prior to the  
4 follow-up inspection and determined that no permits had been acquired for the grading. I observed that  
5 THE PROPERTY remained in violation of RCO No. 457.

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

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

10          14.     Based upon my experience, knowledge and visual observations, it is my determination  
11 that the conditions on THE PROPERTY are dangerous to the neighboring property owners and the  
12 general public and is a public nuisance.

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

21          16.     A Notice of Non-Compliance was recorded in the Office of the County Recorder, County  
22 of Riverside, State of California, on May 28, 2010 as Instrument Number 2010-0246836, a true and  
23 correct copy of which is attached hereto and incorporated herein by reference as Exhibit "F".

24          17.     A review of County records revealed no application for an assessment permit or grading  
25 permit on file for THE PROPERTY.

26          18.     A subsequent inspection on January 20, 2011 revealed that THE PROPERTY remained  
27 in violation of RCO Nos. 457 (RCC Title 15) due to the grading without permits.

28          19.     On January 19, 2011, the second notice – "Notice to Correct County Ordinance

1 Violations and Abate Public Nuisance” providing notification of the Board of Supervisors’ hearing  
2 scheduled for February 8, 2011; as required by Riverside County Ordinance No. 725, was mailed to  
3 OWNERS and INTERESTED PARTIES by certified mail, return receipt requested and on January 20,  
4 2011 was posted on THE PROPERTY. True and correct copies of the notice, returned receipt cards,  
5 together with the proof of service, and the affidavit of posting of notices are attached hereto as Exhibit  
6 “G” and incorporated herein by reference.

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

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

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

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

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

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

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

24 (f) that reasonable costs of abatement, after notice and opportunity for hearing, shall  
25 be imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE

26 \\\\  
27 \\\\  
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1 PROPERTY pursuant to Government Code Section 25845 and Riverside County Ordinance Nos. 457  
2 and 725.

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

5 Executed this 20 day of January, 2011 at Perris, California.

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RON WELCH  
Code Enforcement Officer  
Code Enforcement Department



776

746

SEE 716 MAP

SEE 776



92518

92518

92504

92504

92510

92510

RIVERSIDE

ORFORD VILLAGE WEST

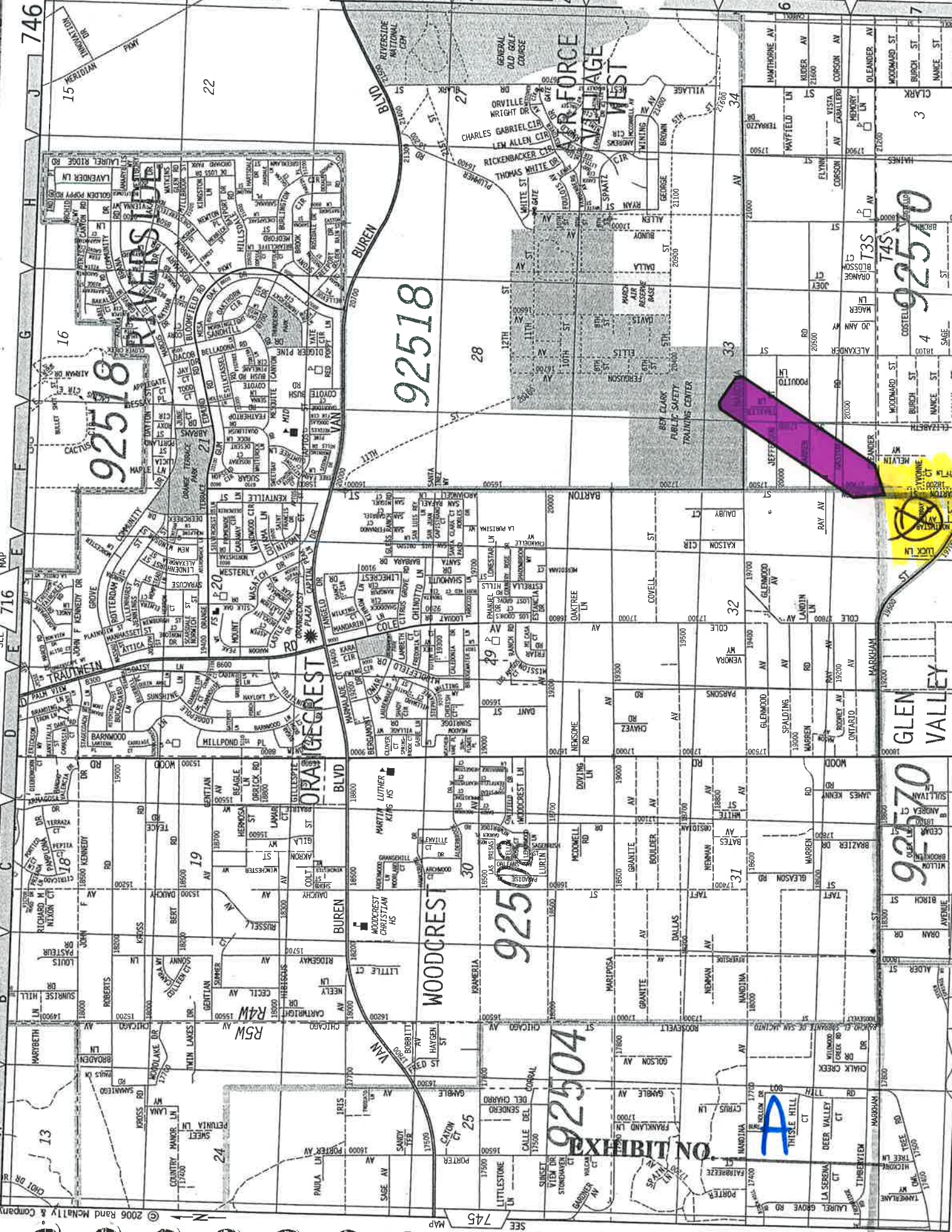
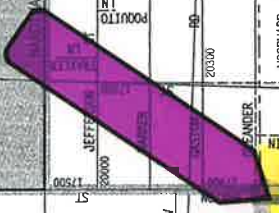
ORANGECREST

WOODCREST

GLEN VALLEY

THESE HILL

EXHIBIT NO.





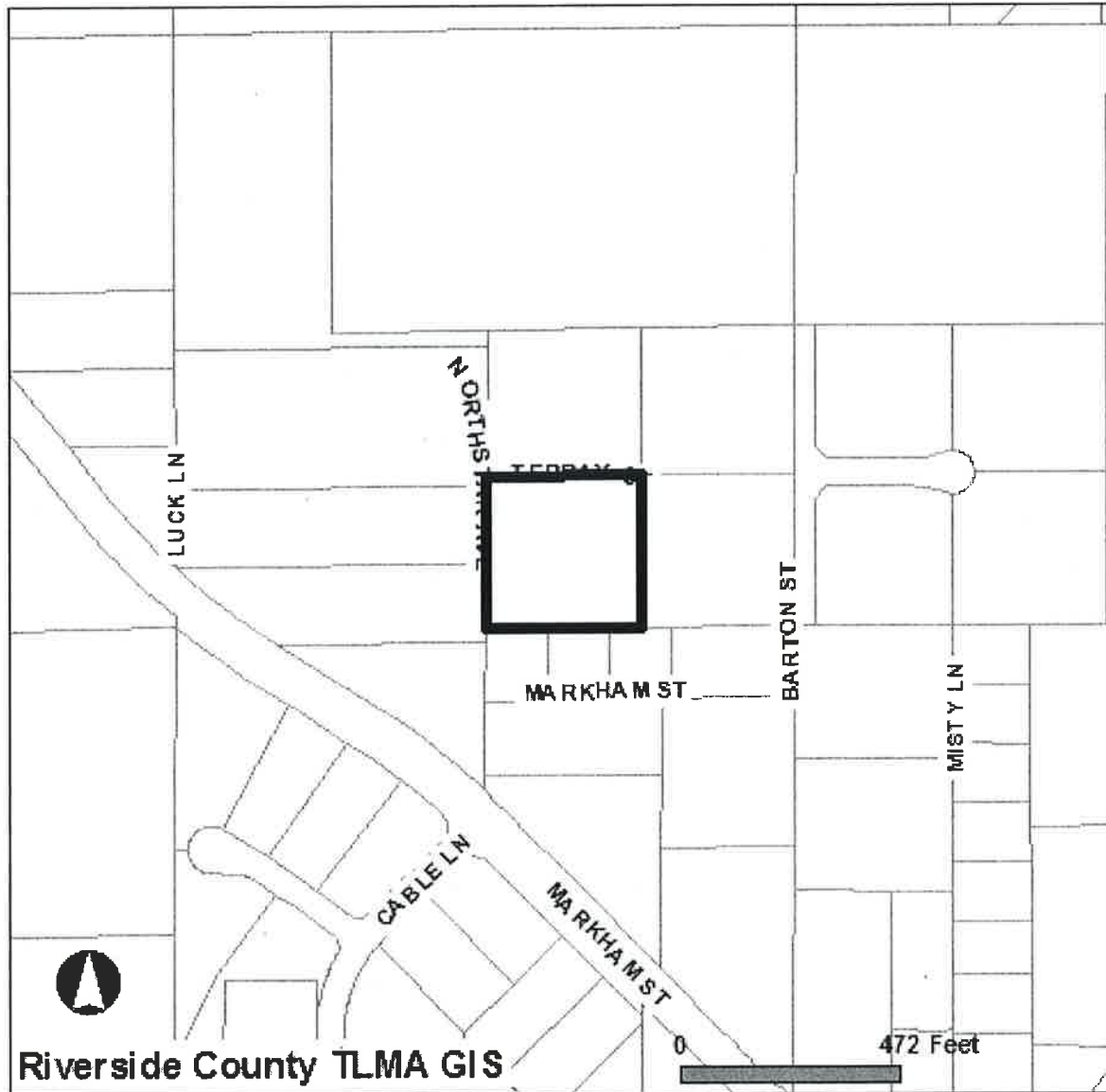
Assessment Roll For the 2010-2011 Tax Year as of January 1,2010

Assessment #321310011-4		Parcel # 321310011-4	
<b>Assessee:</b>	MCDONALD HELEN ESTATE OF	<b>Land</b>	37,847
<b>Mail Name:</b>	C/O SHEILA MEAD	<b>Structure</b>	108,504
<b>Mail Address:</b>	17985 PARSONS RD	<b>Full Value</b>	146,351
<b>City, State Zip:</b>	RIVERSIDE CA 92508	<b>Homeowners' Exemption</b>	7,000
<b>Real Property Use Code:</b>	R1	<b>Total Net</b>	139,351
<b>Base Year</b>	1997		
<b>Conveyance Number:</b>	0333564		
<b>Conveyance (mm/yy):</b>	5/2006		
<b>PUI:</b>	R010000		
<b>TRA:</b>	98-030		
<b>Taxability Code:</b>	0-00		
<b>ID Data:</b>	SEE ASSESSOR MAPS		
<b>Situs Address:</b>	19925 TERRAY CT RIVERSIDE CA 92508		

**View Parcel Map**

**EXHIBIT NO.**     B

RIVERSIDE COUNTY GIS



Selected parcel(s):  
321-310-011

**\*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**

321-310-011-4

**OWNER NAME / ADDRESS**

MCDONALD HELEN ESTATE OF  
19925 TERRAY CT  
RIVERSIDE, CA. 92508

**MAILING ADDRESS**

C/O SHEILA MEAD  
17985 PARSONS RD  
RIVERSIDE CA. 92508

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

B<sup>2</sup>

**LEGAL DESCRIPTION**

LEGAL DESCRIPTION IS NOT AVAILABLE

**LOT SIZE**

RECORDED LOT SIZE IS 2.43 ACRES

**PROPERTY CHARACTERISTICS**

WOOD FRAME, 1743 SQFT., 3 BDRM/ 1.75 BATH, 1 STORY, ATTACHED GARAGE(420 SQ. FT), CONST'D 1979TILE, ROOF, CENTRAL HEATING, CENTRAL COOLING

**THOMAS BROS. MAPS PAGE/GRID**

PAGE: 746 GRID: F7

**CITY BOUNDARY/SPHERE**

NOT WITHIN A CITY  
CITY SPHERE: RIVERSIDE  
ANNEXATION DATE: OCT. 26, 2006  
LAFCO CASE #: 2005-17-1,2&5  
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 5

**ELEVATION RANGE**

1772/1808 FEET

**PREVIOUS APN**

321-090-043

**PLANNING**

**LAND USE DESIGNATIONS**

Zoning not consistent with the General Plan.  
RC-VLDR

**AREA PLAN (RCIP)**

LAKE MATHEWS / WOODCREST

**GENERAL PLAN POLICY OVERLAYS**

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

**GENERAL PLAN POLICY AREAS**

NONE

**ZONING CLASSIFICATIONS (ORD. 348)**

R-R-1/2

**ZONING DISTRICTS AND ZONING AREAS**

MEAD VALLEY DISTRICT

**ZONING OVERLAYS**

NOT IN A ZONING OVERLAY

**SPECIFIC PLANS**

NOT WITHIN A SPECIFIC PLAN

**AGRICULTURAL PRESERVE**

NOT IN AN AGRICULTURAL PRESERVE

**REDEVELOPMENT AREAS**

NOT IN A REDEVELOPMENT AREA

**AIRPORT INFLUENCE AREAS**

NOT IN AN AIRPORT INFLUENCE AREA

**AIRPORT COMPATIBILITY ZONES**

NOT IN AN AIRPORT COMPATIBILITY ZONE

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## **ENVIRONMENTAL**

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**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)**  
Developed/Disturbed Land

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## **FIRE**

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

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

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## **DEVELOPMENT FEES**

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**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. NORTHWEST

**DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)**  
LAKE MATHEWS

**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

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## **TRANSPORTATION**

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

**ROAD BOOK PAGE**  
57

**TRANSPORTATION AGREEMENTS**  
NOT IN A TRANSPORTATION AGREEMENT

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

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## **HYDROLOGY**

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**FLOOD PLAIN REVIEW**

NOT REQUIRED.

**WATER DISTRICT**

EMWD

**FLOOD CONTROL DISTRICT**

RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

**WATERSHED**

SANTA ANA RIVER

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## **GEOLOGIC**

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**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.

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## **MISCELLANEOUS**

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**SCHOOL DISTRICT**

VAL VERDE UNIFIED

**COMMUNITIES**

GLEN VALLEY

**COUNTY SERVICE AREA**

IN OR PARTIALLY WITHIN  
MEAD VALLEY #117 -  
STREET LIGHTING

**LIGHTING (ORD. 655)**

ZONE B, 43.06 MILES FROM MT. PALOMAR OBSERVATORY

**2000 CENSUS TRACT**

042009

**FARMLAND**

URBAN-BUILT UP LAND

**TAX RATE AREAS**

098-030

- COUNTY FREE LIBRARY
- COUNTY SERVICES AREA 117
- COUNTY STRUCTURE FIRE PROTECTION
- COUNTY WASTE RESOURCE MGMT DIST
- CSA 152
- EASTERN MUNICIPAL WATER
- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZONE 2
- GENERAL
- GENERAL PURPOSE
- METRO WATER EAST 1301999
- PERRIS AREA ELEM SCHOOL FUND
- PERRIS JR HIGH AREA FUND
- PERRIS VALLEY CEMETERY
- RIV CO REG PARK & OPEN SPACE



- RIV. CO. OFFICE OF EDUCATION
- RIVERSIDE CITY COMMUNITY COLLEGE
- RIVERSIDE CORONA RESOURCE CONSER
- VAL VERDE UNIF
- WATER

**SPECIAL NOTES**

NO SPECIAL NOTES

**CODE COMPLAINTS**

Case #	Description	Start Date
CV0810562	ABATEMENT	Dec. 12, 2008

REPORT PRINTED ON...Mon Dec 06 15:44:17 2010  
Version 101124



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

## Updated Lot Book

**Customer:**  
 RIVERSIDE COUNTY TLMA-CODE INFORCEMENT

Order Number: **21968**

4080 Lemon Street  
 Riverside CA 92501

Order Date: 8/12/2010

Dated as of: 8/4/2010

Attn: Brent Steele  
 Reference: CV08-10562 / Jessica Morrison  
 IN RE: MCDONALD, HELEN

County Name: Riverside

FEE(s):  
 Report: \$60.00

Property Address: 19925 Terray Court  
 Perris CA 92508

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. : 321-310-011-4

Assessments:	Land Value:	\$37,938.00
	Improvement Value:	\$108,763.00
	Exemption Value:	\$7,000.00
	Total Value:	\$139,701.00

Property Taxes for the Fiscal Year	2009-2010
Total Annual Tax	\$1,533.68
Status: Paid through	06/30/2010

A Notice of Pending Action filed in the	Superior Court for the State of California County of Riverside
Case No.	RIC 409950
Recorded	01/22/2009
Document No.	2009-0031046
Plaintiff	Frank Matz, Harmony Matz
Defendant	Kenneth Mead, Sheila Mead

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



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

Order Number: 21968

Reference: CV08-10562 / Jes

Notice of Non-Compliance filed by

Riverside County Code Enforcement

In the matter of the property of

Helen McDonald

Case No.

CV08-10562

Recorded

05/28/2010

Document No.

2010-0246836

RECORDING REQUESTED BY  
 David N. Shaver, Esq.  
 Ferruzzo & Ferruzzo, LLP  
 3737 Birch Street, Ste. 400  
 Newport Beach, CA 92660

WHEN RECORDED MAIL TO  
 NAME FERRUZZO & FERRUZZO

MAILING ADDRESS 3737 Birch Street, #400

CITY, STATE NEWPORT BEACH, CA  
 ZIP CODE 92660

DOC # 2009-0031046

01/22/2009 08:00A Fee:36.00

Page 1 of 10

Recorded in Official Records  
 County of Riverside

Larry W. Ward  
 Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			10						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
							T:	CTY	UNI

TITLE(S)

30

M  
049

ORDER EXPUNGING NOTICE OF PENDING OF ACTION (LIS PENDENS).

Legal Solutions & Plus LS-201

Public Record

OCT 15 2008

1 **FERRUZZO & FERRUZZO, LLP**  
2 A Limited Liability Partnership,  
3 including Professional Corporations  
4 3737 Birch Street, Suite 400  
5 Newport Beach, California 92660  
6 Telephone (949) 608-6900  
7  
8 DAVID N. SHAVER, ESQ. (SBN 116217)  
9 ADAM K. OBEID, ESQ. (SBN 247188)  
10 Attorneys for Defendant SHEILA MEAD

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE  
NOV 12 2008  
*[Signature]*

CDH  
NOV 14 2008  
R

8 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
9 **COUNTY OF RIVERSIDE**

FERRUZZO & FERRUZZO, LLP  
3737 Birch Street, Suite 400  
Newport Beach, California 92660  
Telephone: (949) 608-6900

11 FRANK MATZ, HARMONY MATZ  
12 Plaintiff,  
13 v.  
14 KENNETH MEAD, SHEILA MEAD  
15 Defendants.

Case No. RIC 409950

**ORDER EXPUNGING NOTICE  
OF PENDING OF ACTION  
(LIS PENDENS).**

Complaint Filed: April 6, 2004  
Trial Date: None Set

19 The motion of Defendant SHEILA MEAD for an order to expunge the notice of pendency  
20 of action (Lis Pendens) filed against Defendant's real property was advanced by the Court and  
21 came on for hearing in Department 7 of this Court on October 14, 2008. Adam K. Obeid, Esq.,  
22 of Ferruzzo & Ferruzzo, LLP, appeared on behalf of Defendant Sheila Mead. Plaintiff Frank  
23 Matz personally appeared on behalf of Plaintiffs. Following discussion and argument by the  
24 parties on the record, and after the parties' stipulated upon the record to expunge the Lis  
25 Pendens, the Court ordered as follows:

26 **IT IS HEREBY ORDERED THAT** Defendant's Motion To Expunge Lis Pendens is  
27 **GRANTED.** The notice of pendency of action (Lis Pendens) recorded on July 1, 2004, in the  
28 office of the County Recorder of Riverside County, against the real property commonly referred

M674-7220929v1



1 to as 19925 Terray Court, Riverside, California is ordered expunged. A copy of the recorded  
2 Lis Pendens setting forth the applicable recording information, along with a physical description  
3 of the real property, is attached hereto as Exhibit "A."

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5 DATED: OCT 31 2008

  
6 JUDGE OF THE SUPERIOR COURT

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FERRUZZO & FERRUZZO, LLP  
3737 Birch Street, Suite 400,  
Newport Beach, California 92660  
Telephone: (949) 698-6900

M674.7Q220929v1

2  
ORDER TO EXPUNGE LIS PENDENS

Public Record

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Neighbor

0-124

DOC # 2004-0510692  
07/01/2004 05:00A Fee:20.00  
Page 1 of 7  
Recorded in Official Records  
County of Riverside  
Gary L. Orso  
Assessor, County Clerk & Recorder

Frank Matz and Harmony Matz  
19975 Terray Court  
Riverside, CA 92508  
(909) 776-1996



7/11/04

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF RIVERSIDE-RIVERSIDE BRANCH

34



Petitioner: FRANK MATZ  
HARMONY MATZ

CASE NO: RIC409950  
NOTICE OF LIS PENDENS

-and-

Respondent: JOHN McDONALD  
HELEN McDONALD  
Shelia mead

NOTICE IS GIVEN that the above action was commenced on June 30, 2004, and the action is now pending in the above court.

The above action alleges a real property claim affecting certain real property that is situated in Riverside County, California, more commonly described as 19925 Terray Court, Riverside, California, and fully described herein on the attached Exhibit "A", and "B".

Dated: June 30, 2004

BY:   
FRANK MATZ pro per

BY:   
HARMONY MATZ pro per

Order No. 4501996

2-15687

EXHIBIT K

**PARCEL 1:**

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 4 WEST, IN THE COUNTY OF INVERSIDEL, STATE OF CALIFORNIA, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT ONE-HALF OF ALL OIL, GAS AND MINERAL RIGHTS, AS RESERVED BY BURBANK GORDON GREEN, IN DEED RECORDED MARCH 19, 1964 IN BOOK 3642, PAGE 122, OFFICIAL RECORDS, WITHOUT THE RIGHT OF SURFACE ENTRY ABOVE A DEPTH OF 500.00 FEET, AS QUIETCLAIMED BY BURBANK GORDON GREEN, IN INSTRUMENT RECORDED APRIL 24, 1964 IN BOOK 3676, PAGE 206, OFFICIAL RECORDS

**PARCEL 2:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE EASTERLY 15.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE EASTERLY 15.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF OF THE NORTHERLY AND THE NORTHEASTERLY LINE OF MARKHAM ROAD

**PARCEL 3:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE WESTERLY 30.00 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

**PARCEL 4:**

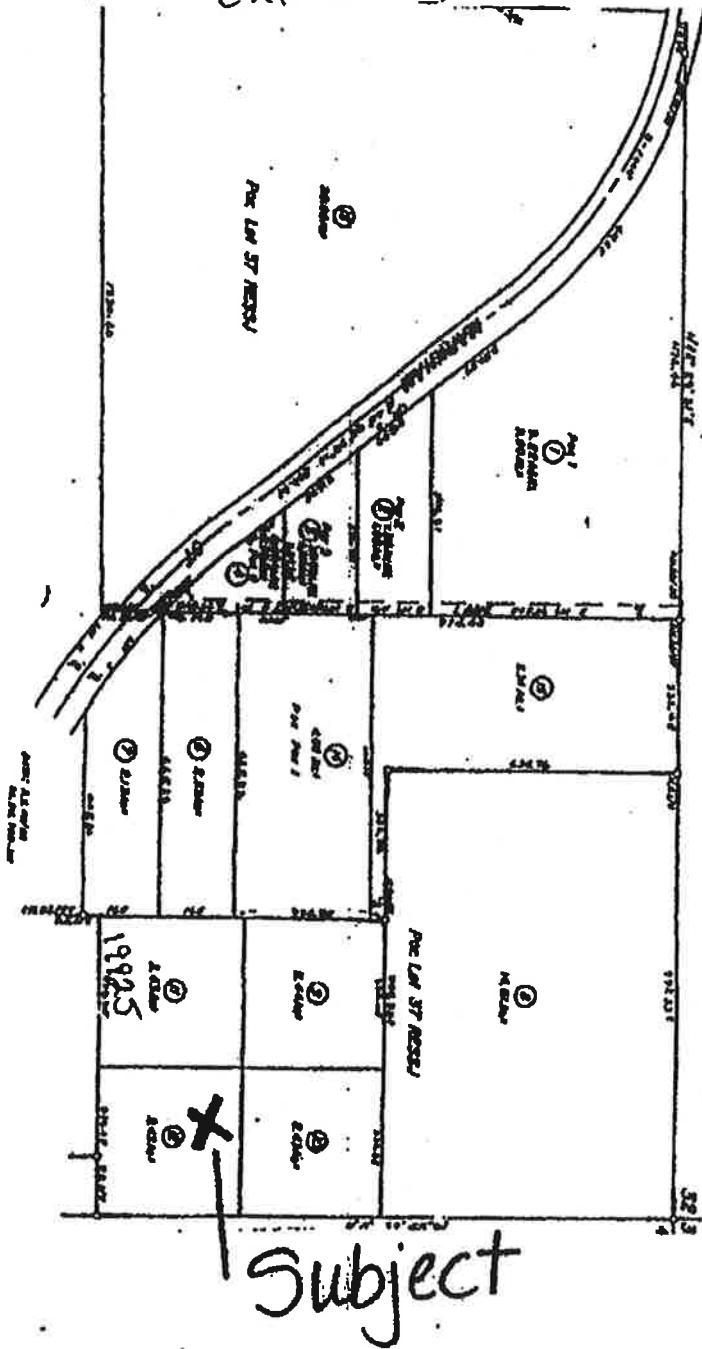
A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE WESTERLY 15.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING NORTHERLY OF THE NORTHEASTERLY LINE OF MARKHAM ROAD

**PARCEL 5:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OF THE WESTERLY 30.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF

CLTA Preliminary Report Form (Rev. 1-1-95)

EXHIBIT B



44 127

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FERRUZZO & FERRUZZO, LLP  
3737 Birch Street, Suite 400  
Newport Beach, California 92660  
Telephone: (949) 608-6990

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**PROOF OF SERVICE**

STATE OF CALIFORNIA )  
COUNTY OF ORANGE )ss.

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 3737 Birch, Suite 400, Newport Beach, California 92660.

On October 14, 2008, I served the foregoing document described as **ORDER EXPUNGING NOTICE OF PENDING OF ACTION (LIS PENDENS)** on all interested parties in said action by:

BY FACSIMILE TRANSMISSION From FAX No. (949)608-6994 or (949)608-6988 to the FAX number(s) listed below. The facsimile machine I used complied with Rule 2003(3) and no error was reported by the machine.

Fax Number(s): SEE ATTACHED SERVICE LIST

BY MAIL as follows:  
 placing  the original  a true copy thereof in a sealed envelope addressed as stated on the ATTACHED SERVICE LIST.

I deposited such envelope in the mail at Newport Beach, California. The envelope was mailed with postage thereon fully prepaid.

I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Newport Beach, California, in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.

BY OVERNIGHT DELIVERY: I deposited such an envelope in a box or other facility regularly maintained by the express service carrier, or delivered to an authorized courier or driver authorized by the express service carrier to receive documents in an envelope or package designated by the express service carrier with delivery fees paid or provided for, addressed to the person on whom it is to be served as indicated on the attached Service List, at the office address at last given by that person on any document filed in the case and served on the party making service.

BY PERSONAL SERVICE as follows: I delivered such envelope by hand to the offices of the addressee listed on the attached Service List.

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

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

Executed on October 14, 2008, at Newport Beach, California.

  
SYLVIA VILLASEÑOR

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**SERVICE LIST**  
Matz, et al. v. Mead, et al.  
RSC Case No. RIC409950

Frank Matz  
19975 Terray Court  
Riverside, CA 92508  
Home: (951)776-1996  
**Plaintiff, In Pro Per**

Harmony Matz  
19975 Terray Court  
Riverside, CA 92508  
Home: (951)776-1996  
**Plaintiff, In Pro Per**

**FERRUZZO & FERRUZZO, LLP**  
3737 Birch Street, Suite 400  
Newport Beach, California 92660  
Telephone: (949) 608-4900



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

the document to which this certificate is attached  
is certified to be a true and correct copy of the  
original on file and record in this office.  
Superior Court of California  
County of Riverside  
By \_\_\_\_\_  
Dated: \_\_\_\_\_

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

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

Each document to which this certificate is attached  
is certified to be a full, true and correct copy of the  
original on file and of record in my office.

Superior Court of California  
County of Riverside

By

Dated: 12/01/08



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

When recorded please mail to:  
Riverside County Code Enforcement  
Lake Elsinore District Office  
117 S. Langstaff Street  
Lake Elsinore, CA 92530  
Mail Stop # 5004



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NOTICE OF NONCOMPLIANCE for UNAPPROVED GRADING

In the matter of the Property of  
Helen McDonald

Case No. CV08-10562



NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 457 (RCC Title 15.12) described as grading without approval from the Department of Building and Safety. Such proceedings are based upon the noncompliance of such real property, located at 19925 Terray Court, Riverside, CA and more particularly described as Assessment Parcel No. 321-310-011 and having a legal description of 2.43 ACRES M/L IN POR NE 1/4 OF SEC 5 T4S R4W FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS with the requirements of Ordinance No.457, (RCC Title 15.12).

The owner has been advised to immediately correct the above-referenced violation to avoid further action by the County of Riverside, which may include remediation or restoration to abate the public nuisance or other remedies available to the department by a court of competent jurisdiction. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 117 S. Langstaff Street, Lake Elsinore, CA 92530, and Attention Code Enforcement Officer Ron Welch.

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

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

RIVERSIDE COUNTY CODE ENFORCEMENT

By Manuel A. Acuetto  
Code Enforcement Department

ACKNOWLEDGMENT

State of California )  
County of Riverside )

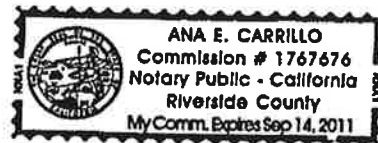
On 05/20/10 before me, Ana E. Carrillo, Notary Public, personally appeared Manuel A. Acuetto, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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





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

## Updated Lot Book

**Customer:**

RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT

4080 Lemon Street  
 Riverside CA 92501

Attn: Brent Steele  
 Reference: CV08-10562/Jessica Morrison  
 IN RE: 321-310-011

Property Address: 19925 Terray Court  
 Perris CA 92508

Order Number: **21078**

Order Date: 12/21/2009

Dated as of: 1/8/2009

County Name: Riverside

FEE(s):  
 Report: \$57.00

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. : 321-310-011

Assessments:	Land Value:	\$37,938.00
	Improvement Value:	\$108,763.00
	Exemption Value:	\$7,000.00
	Total Value:	\$139,701.00

Property Taxes for the Fiscal Year	2009-2010
First Installment	\$766.84
Penalty	\$0.00
Status	PAID (PAID THRU 01/31/2010)
Second Installment	\$766.84
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2010)

NO OTHER EXCEPTIONS





8826 Ocean View Ave. #H  
Whittier, CA 90605  
Tel # (562) 325-8351  
Fax # (714) 783-3038

## Lot Book Report

Order Number: **18504**

**Customer:**

RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT

4080 Lemon Street

Riverside

CA 92501

Attn: Brent Steele

Reference: CV08-10562

IN RE: MC DONALD, HELEN

Order Date: 12/12/2008

Dated as of: 12/15/2008

County Name: Riverside

FEE(s):

Report: \$120.00

Property Address: 19925 Terray Court

Riverside

CA 92508

Assessor's Parcel No. : 321-310-011-4

**Assessments:**

Land Value: \$37,195.00

Improvement Value: \$106,631.00

Exemption Value: \$7,000.00

Total Value: \$136,826.00

## Tax Information

Property Taxes for the Fiscal Year	2008-2009
First Installment	\$751.67
Penalty	\$75.15
Status	NOT PAID-DELINQUENT
Second Installment	\$751.67
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2009)



8826 Ocean View Ave. #H  
Whittier, CA 90605  
Tel # (562) 325-8351  
Fax # (714) 783-3038

Order Number: 18504  
Reference: CV08-10562

## Property Vesting

The last recorded document(s) transferring title of said property

Dated	05/20/1996
Recorded	07/01/1996
Document No.	245686
D.T.T.	\$130.35
Grantor	Federal National Mortgage Association, a United States corporation
Grantee	John McDonald and Helen McDonald, husband and wife as joint tenants

Affidavit - Death of	Joint Tenant
Dated	04/27/2006
Recorded	05/08/2006
Document No.	2006-0333564
Decedent	John McDonald
Property now vested as	Helen McDonald, a widow

## Deeds of Trust

Position No.	1st
A Deed of Trust Dated	11/04/2003
Recorded	11/19/2003
Document No.	2003-913421
Amount	\$165,000.00
Trustor	John McDonald and Helen McDonald, husband and wife as joint tenants
Trustee	California Reconveyance Company
Beneficiary	Washington Mutual Bank, FA, a federal association

Note: Document recorded with incorrect/incomplete legal description



8826 Ocean View Ave. #H  
Whittier, CA 90605  
Tel # (562) 325-8351  
Fax # (714) 783-3038

Order Number: 18504  
Reference: CV08-10562

## Additional Information

Notice of Non-Compliance filed by	County of Riverside Department of Building and Safety
In the matter of the property of	John McDonald and Helen McDonald
Case No.	CV02-4344
Recorded	01/31/2003
Document No.	2003-072181

Notice of Non-Compliance filed by	County of Riverside Department of Building and Safety
In the matter of the property of	John & Helen McDonald
Case No.	CV04-2802
Recorded	08/04/2004
Document No.	2004-0607119

Abstract of Judgment Filed in the	Superior Court of California, County of Riverside, Palm Springs Civil Division
Case No.	PSC 106943
Recorded	05/16/2000
Document No.	2000-184122
Amount	\$2,618.78
Debtor	Ken Scott and Helen Mac Donald
Creditor	Rachel Stevens

## Legal Description

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

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 4 WEST, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.



COMMONWEALTH LAND TITLE CO  
RWO No. 953230

RECORDING REQUESTED BY:  
COMMONWEALTH LAND TITLE COMPANY  
96.11093D 4501996-10

WHEN RECORDED MAIL THIS DEED AND,  
UNLESS OTHERWISE SHOWN BELOW,  
MAIL TAX STATEMENTS TO:

JOHN MCDONALD  
and HELEN MCDONALD  
19925 TERRAY COURT  
RIVERSIDE, CALIFORNIA 92508

SURVEY, P.S.  
Monument  
\$19,000

245686

RECEIVED FOR RECORD  
AT 2:00 O'CLOCK

JUL - 1 1996

Recorded in Official Records  
of Riverside County, California

Recorder  
Fees \$ 12

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APR: 321-310-011-4

GRANT DEED

TRA-098020

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The undersigned grantor(s) declare(s):  
Documentary transfer tax is \$130.35  
(XXX) Computed on full value of property conveyed, or  
( ) Computed on full value less liens and encumbrances remaining at time of sale.  
() Unincorporated area: ( ) City of \_\_\_\_\_, and

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

FEDERAL NATIONAL MORTGAGE ASSOCIATION, a United States Corporation

hereby GRANT(S) to

JOHN MCDONALD and HELEN MCDONALD, husband and wife as joint tenants

the real property in the City of RIVERSIDE, County of Riverside, State of California,  
described as:

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

Dated May 20, 1996

State of California  
County of Los Angeles S.S.

On MAY 19 1996  
before me, Yvonne Lopez

Donna Cabrera personally appeared  
DONNA CABRERA  
ASSISTANT VICE PRESIDENT

FEDERAL NATIONAL MORTGAGE ASSOCIATION  
a United States Corporation

BY Donna Cabrera  
Name/Title DONNA CABRERA  
ASSISTANT VICE PRESIDENT

BY \_\_\_\_\_  
Name/Title

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 \_\_\_\_\_

(This area for official notarial seal)

MAIL TAX STATEMENTS TO:



Order No. 4501996

**EXHIBIT 7**

**PARCEL 1:**

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 4 WEST, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT ONE-HALF OF ALL OIL, GAS AND MINERAL RIGHTS, AS RESERVED BY BURBANK GORDON GREEN, IN DEED RECORDED MARCH 19, 1964 IN BOOK 3642, PAGE 122, OFFICIAL RECORDS, WITHOUT THE RIGHT OF SURFACE ENTRY ABOVE A DEPTH OF 500.00 FEET, AS QUITCLAIMED BY BURBANK GORDON GREEN, IN INSTRUMENT RECORDED APRIL 24, 1964 IN BOOK 3676, PAGE 298, OFFICIAL RECORDS.

**PARCEL 2:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE EASTERLY 15.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE EASTERLY 15.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF OF THE NORTHERLY AND THE NORTHEASTERLY LINE OF MARKHAM ROAD.

**PARCEL 3:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE WESTERLY 30.00 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

**PARCEL 4:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE WESTERLY 15.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, LYING NORTHERLY OF THE NORTHEASTERLY LINE OF MARKHAM ROAD.

**PARCEL 5:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OF THE WESTERLY 20.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

CLTA Preliminary Report Form (Rev. 1/1/93)

Public Record

**RECORDING REQUESTED BY**

FERRUZZO & FERRUZZO, LLP  
3737 Birch Street, Suite 400  
Newport Beach, CA 92660

DOC # 2006-0333564

05/08/2006 08:00A Fee:13.00

Page 1 of 3

Recorded in Official Records

County of Riverside

Larry U. Ward

Assessor, County Clerk & Recorder



**MAIL TAX STATEMENTS TO  
AND WHEN RECORDED MAIL TO:**

Sheila Mead  
17985 Parsons Road  
Riverside, California 92508

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**AFFIDAVIT RE DEATH OF JOINT TENANT**

STATE OF CALIFORNIA ) ss  
COUNTY OF ORANGE )



SHEILA MEAD, being of legal age, and being first duly sworn, deposes and says:

That JOHN MCDONALD, the deceased, mentioned in the attached Certified Copy of Certificate of Death, is the same person as the JOHN MCDONALD named as one of the parties in that certain Grant Deed, executed by DONNA CABRERA, ASSISTANT VICE PRESIDENT, FEDERAL NATIONAL MORTGAGE ASSOCIATION to JOHN MCDONALD AND HELEN MCDONALD, husband and wife as joint tenants, recorded on July 1, 1996, as Document Number 245686 of Official Records in the Office of the County Recorder of Riverside County, California, to that certain property commonly known as 19925 Terray Court, Riverside, California, and legally described as follows: (APN: 321-310-011)

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

Dated: 4-27-06

Sheila Mead  
SHEILA MEAD

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss.

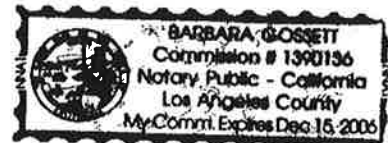
Subscribed and sworn to (or affirmed) before me, BARBARA GOSSETT, Notary Public on this 27th day of April, 2006 by SHEILA MEAD, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal

Signature: Barbara Gossett

MAIL TAX STATEMENTS AS DIRECTED ABOVE

M674.4\177060v1



Public Record



**EXHIBIT "1"**

PARCEL 1:

The southwest quarter of the southeast quarter of the northeast quarter of the northeast quarter of Section 5, Township 4 South, Range 4 West, in the County of Riverside, State of California, San Bernardino Meridian, according to the official plat thereof.

Except one-half of all oil, gas and mineral rights, as reserved by Burbank Gordon Green, in deed recorded March 19, 1964 in Book 3642, Page 122, Official Records, without the right of surface entry above a dept of 500.00 feet, as quitclaimed by Burbank Gordon Green, in instrument recorded April 24, 1964 in Book 3676, Page 298, Official Records.

PARCEL 2:

A non-exclusive easement for ingress and egress over the easterly 15.00 feet of the southwest quarter of the northeast quarter of the northeast quarter and the easterly 15.00 feet of the northwest quarter of the southeast quarter of the northeast quarter of Section 5, Township 4 South, Range 4 West, San Bernardino Meridian, according to the official plat thereof of the northerly and the northeasterly line of Markham road.

PARCEL 3:

A non-exclusive easement for ingress and egress over the westerly 30.00 feet of the southwest quarter of the southeast quarter of the northeast quarter of the northeast quarter of Section 5, Township 4 South, Range 4 West, San Bernardino Meridian, according to the official plat thereof.

PARCEL 4:

A non-exclusive easement for ingress and egress of the westerly 15.00 feet of the northeast quarter of the southeast quarter of the northeast quarter of Section 5, Township 4 South, Range 4 West, San Bernardino Meridian, according to the official plat thereof, lying northerly of the northeasterly line of Markham Road.

PARCEL 5:

A non-exclusive easement for ingress and egress of the westerly 20.00 feet of the southwest quarter of the northwest quarter of the northwest quarter of Section 5, Township 4 South, Range 4 West, San Bernardino Meridian, according to the official plat thereof.

Assessor's Parcel No. 321-310-011

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2006-0333564  
05/08/2006 08:00A  
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Public Record

**STATE OF CALIFORNIA**  
**CERTIFICATION OF VITAL RECORD**

**COUNTY of SAN BERNARDINO**

DEPARTMENT OF PUBLIC HEALTH  
351 MT. VIEW AVENUE, SAN BERNARDINO, CALIFORNIA 92415-0010

**CERTIFICATE OF DEATH**

STATE FILE NUMBER		USE BACK OR ONLY TWO (2) SQUARES, WRITE OUT OR ALTERATIONS (12-17-01-159)		LOCAL REGISTRATION NUMBER	
1. NAME OF DECEDENT - FIRST (Given)		2. MIDDLE		3. LAST (Family)	
JOHN		OLIVER		MC DONALD	
4. DATE OF BIRTH month/day		5. AGE Yrs		6. SEX	
06/25/1923		80		M	
7. DATE OF DEATH month/day		8. HOUR (24 Hour)		9. ICD-10 CODE	
01/21/2004		0248		M	
10. SOCIAL SECURITY NUMBER		11. EVER IN U.S. ARMED FORCES?		12. MARITAL STATUS (at Time of Death)	
466-18-7939		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK		MARRIED	
13. OCCUPATION - Highest Level (Last performed on job)		14. USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED		15. YEARS IN OCCUPATION	
6		TRUCK DRIVER		40	
16. USUAL RESIDENCE (Street and number or location)		17. KIND OF BUSINESS OR INDUSTRY (e.g., Grocery store, road construction, employment agency, etc.)		18. YEARS IN OCCUPATION	
17985 PARSONS ROAD		SAND, GRAVEL, ASPHALT TRANSPORTATION		40	
19. CITY		20. ZIP CODE		21. YEARS IN COUNTY	
RIVERSIDE		92508		29	
22. STATE OF BIRTH		23. STATE OF DEATH		24. STATE OF DEATH	
CALIFORNIA		CALIFORNIA		CALIFORNIA	
25. NAME OF SPOUSE OR PARTNER		26. STREET ADDRESS (Street and number or rural route number, city or town, state, ZIP)		27. DATE OF MARRIAGE	
HELEN MC DONALD / WIFE		17985 PARSONS ROAD RIVERSIDE, CA 92508		01/21/2004	
28. NAME OF FATHER - FIRST		29. MIDDLE		30. LAST ( Maiden Name)	
HELEN		CHRISTINE		POWERS	
31. NAME OF MOTHER - FIRST		32. MIDDLE		33. LAST	
HOMER		-		MC DONALD	
34. STATE OF BIRTH		35. STATE OF BIRTH		36. STATE OF BIRTH	
EUNICE		BROWLEY		ALABAMA	
37. DATE OF DEPOSITION		38. PLACE OF FINAL DEPOSITION		39. TYPE OF DEPOSITION	
01/23/2004		RIVERSIDE NATIONAL CEMETERY 22495 VAN BUREN BLVD., RIVERSIDE, CA 92518		CR/BU	
40. SIGNATURE OF REGISTRAR		41. SIGNATURE OF DECEASED		42. LICENSE NUMBER	
NEPTUNE SOCIETY RIVERSIDE		NOT ENBALMED		-	
43. NAME OF PLACE OF DEATH		44. CITY		45. COUNTY	
D.V.A. MEDICAL CENTER		Loma Linda		Loma Linda	
46. COUNTY		47. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number or location)		48. CITY	
San Bernardino		11201 Benton Street		Loma Linda	
49. CAUSE OF DEATH		50. IMMEDIATE CAUSE		51. UNDERLYING CAUSE	
Pneumonia		Chronic Ischemic Heart Disease		Dementia due to Alzheimer's Disease.	
52. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT HELD TO BE THE UNDERLYING CAUSE OTHER THAN 51		53. WAR OPERATION PERFORMED FOR ANY CONDITION IN ITEM 51? (If yes, list type of operation and date)		54. FEMALE PREVIOUS MARRIAGE	
CABG. --/--/1975.		<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK		<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK	
55. SIGNATURE AND TITLE OF CERTIFIER		56. LICENSE NUMBER		57. DATE	
Russell Hoxie M.D.		G67107		01/21/2004	
58. TYPE ATTENDING PHYSICIAN'S NAME, ADDRESS, ZIP CODE		59. MANNER OF DEATH		60. INQUIRED AT WORK?	
RUSSELL HOXIE, MD, 11201 Benton St., Loma Linda CA 92357		<input type="checkbox"/> Natural <input type="checkbox"/> Accidental <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Could not be determined		<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK	
61. PLACE OF INQUIRY (e.g., Home, construction site, wooded area, etc.)		62. DECEASED HOW INQUIRED (Events which resulted in inquiry)		63. LOCATION OF INQUIRY (Street and number, or location, and city, and ZIP)	
-		-		-	
64. SIGNATURE OF CORONER/DEPUTY CORONER		65. DATE		66. TYPE NAME, TITLE OF CORONER/DEPUTY CORONER	
-		-		-	
67. STATE REGISTRATION		68. COUNTY		69. FAX AUTH #	
9-28		-		5799884	

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05/08/2006 08:09A  
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CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA } SS DATE ISSUED 01/28/2004  
COUNTY OF SAN BERNARDINO

This is a true and exact reproduction of the document officially registered and placed on file in the VITAL RECORDS SECTION, SAN BERNARDINO DEPARTMENT OF PUBLIC HEALTH.

*Thomas J. Prendergast, M.D.*  
THOMAS J. PRENDERGAST, M.D.  
COUNTY HEALTH OFFICER  
REGISTRAR OF VITAL STATISTICS



\*001338371\*

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



Recording Requested by:  
Orange Coast Title

DOC # 2003-913421

11/19/2003 08:00A Fee:75.00

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Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION  
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Washington Mutual Bank  
c/o ACS Image Solutions  
12691 Pala Drive  
Ms156DPC#  
Garden Grove, CA 92841

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DTT:

DEED OF TRUST

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LW

Title of Document

0-330541-11

THIS AREA FOR  
RECORDER'S  
USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(\$3.00 Additional Recording Fee Applies)

STC-SCSD 996a (Rev 8/97)

Public Record

Recording Requested by:  
Orange Coast Title

AFTER RECORDING RETURN TO:  
Washington Mutual Bank, FA  
C/O ACS Image Solutions  
12691 Pala Drive MS156DPCA  
Garden Grove, California 92841

[Space Above This Line For Recording Data]

Orange Coast Title Co or-330541-11

## DEED OF TRUST

Loan Number: 0082103060

### 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 NOVEMBER 4, 2003, together with all Riders to this document.
- (B) "Borrower" is JOHN MCDONALD AND HELEN MCDONALD, HUSBAND AND WIFE AS JOINT TENANTS

Borrower is the trustor under this Security Instrument.

- (C) "Lender" is Washington Mutual Bank, FA, a federal association, Lender is a BANK organized and existing under the laws of UNITED STATES OF AMERICA. Lender's address is 400 East Main Street, Stockton, California 95290.

Lender is the beneficiary under this Security Instrument.

- (D) "Trustee" is CALIFORNIA RECONVEYANCE COMPANY

- (E) "Note" means the promissory note signed by Borrower and dated NOVEMBER 4, 2003. The Note states that Borrower owes Lender ONE HUNDRED SIXTY-FIVE THOUSAND AND 00/100

Dollars (U.S. \$ 165,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than DECEMBER 1, 2033.

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

- (G) "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.

CALIFORNIA  
32838 (05-01)

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Public Record

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

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

(I) "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.

(J) "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.

(K) "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.

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

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds, whether by way of judgment, settlement or otherwise, 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.

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

(O) "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.

(P) "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.

(Q) "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

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 RIVERSIDE County, California:

"LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF."



which currently has the address of 19925 TERRAY COURT  
[Street]

RIVERSIDE, California 92508 ("Property Address");  
[City] [Zip Code]

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

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

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

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

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

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

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

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

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



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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. Lender may purchase such insurance from or through any company acceptable to Lender including, without limitation, an affiliate of Lender, and Borrower acknowledges and agrees that Lender's affiliate may receive consideration for such purchase. 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.





Borrower hereby absolutely and irrevocably assigns to Lender all of Borrower's right, title and interest in and to all proceeds from any insurance policy (whether or not the insurance policy was required by Lender) that are due, paid or payable with respect to any damage to such property, regardless of whether the insurance policy is established before, on or after the date of this Security Instrument. By absolutely and irrevocably assigning to Lender all of Borrower's rights to receive any and all proceeds from any insurance policy, Borrower hereby waives, to the full extent allowed by law, all of Borrower's rights to receive any and all of such insurance proceeds.

Borrower hereby absolutely and irrevocably assigns to Lender all of Borrower's right, title and interest in and to (a) any and all claims, present and future, known or unknown, absolute or contingent, (b) any and all causes of action, (c) any and all judgments and settlements (whether through litigation, mediation, arbitration or otherwise), (d) any and all funds sought against or from any party or parties whatsoever, and (e) any and all funds received or receivable in connection with any damage to such property, resulting from any cause or causes whatsoever, including but not limited to, land subsidence, landslide, windstorm, earthquake, fire, flood or any other cause.

Borrower agrees to execute, acknowledge if requested, and deliver to Lender, and/or upon notice from Lender shall request any insurance agency or company that has issued any insurance policy to execute and deliver to Lender, any additional instruments or documents requested by Lender from time to time to evidence Borrower's absolute and irrevocable assignments set forth in this paragraph.

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

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

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

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, or remove or demolish any building thereon, 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 good condition and repair 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 in good and workmanlike manner if damaged to avoid further deterioration or damage. Lender shall, unless otherwise agreed in writing between Lender and Borrower, have the right to hold insurance or condemnation proceeds. 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. Lender does not make any warranty or representation regarding, and assumes no responsibility for, the work done on the Property, and Borrower shall not have any right to rely in any way on any inspection(s) by or for Lender or its agent. Borrower shall be solely responsible for determining that the work is done in a good, thorough, efficient and workmanlike manner in accordance with all applicable laws.

Borrower shall (a) appear in and defend any action or proceeding purporting to affect the security hereof, the Property or the rights or powers of Lender or Trustee; (b) at Lender's option, assign to Lender, to the extent of Lender's interest, any claims, demands, or causes of action of any kind, and any award, court judgement, or proceeds of settlement of any such claim, demand or cause of action of any kind which Borrower now has or may hereafter acquire arising out of or relating to any interest in the acquisition or ownership of the Property. Lender and Trustee shall not have any duty to prosecute any such claim, demand or cause of action. Without limiting the foregoing, any such claim, demand or cause of action arising out of or relating to any interest in the acquisition or ownership of the Property may include (i) any such injury or damage to the Property including without limit injury or damage to any structure or improvement situated thereon, (ii) or any claim or cause of action in favor of Borrower which arises out of the transaction financed in whole or in part by the making of the loan secured hereby, (iii) any claim or cause of action in favor of Borrower (except for bodily injury) which arises as a result of any negligent or improper construction, installation or repair of the Property including without limit, any surface or subsurface thereof, or of any building or structure thereon or (iv) any proceeds of insurance, whether or not required by Lender, payable as a result of any damage to or otherwise relating to the Property or any interest therein. Lender may apply, use or release such monies so received by it in the same manner as provided in Paragraph 5 for the proceeds of insurance.

**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 judgement, 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 judgement, 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.** This Security Instrument cannot be changed or modified except as otherwise provided herein or by agreement in writing signed by Borrower, or any Successor in Interest of Borrower and Lender. 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 Successor 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. No waiver by Lender of any right under this Security Instrument shall be effective unless in writing. Waiver by Lender of any right granted to Lender under this Security Instrument or of any provision of this Security Instrument as to any transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence.

**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. Borrower shall pay such other charges as Lender may deem reasonable for services rendered by Lender and furnished at the request of Borrower, any Successor in interest to Borrower or any agent of Borrower. 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 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 judgement 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,

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instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

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

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

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substance 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 Borrower or any successor in interest to Borrower files (or has filed against Borrower or any successor in interest to Borrower) a bankruptcy petition under Title 11 or any successor title of the United States Code which provides for the curing of prepetition default due on the Note, interest at a rate determined by the Court shall be paid to Lender on post-petition arrears.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of and 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 or the Trustee (whether or not the Trustee is affiliated with Lender) may charge such person or persons a reasonable fee for reconveying the Property, but only 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. Trustee may destroy the Note and the Security Instrument three (3) years after issuance of a full reconveyance or release (unless directed in such request to retain them).

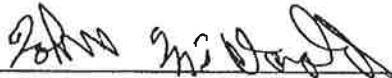




0082103060

**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.

  
\_\_\_\_\_  
JOHN MCDONALD

  
\_\_\_\_\_  
HELEN MCDONALD

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CALIFORNIA  
32838 (06-01)

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(Space Below This Line For Acknowledgement)

State of CALIFORNIA

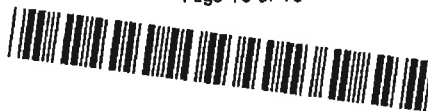
County of Los Angeles )  
 ) SS.

On November 8, 2003, before me, Irene Flores  
a Notary Public in and for the State of  
California, personally appeared John McDonald and  
Helen McDonald

~~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 Irene Flores  
Notary Public in and for the State of California



**ADJUSTABLE RATE RIDER  
(12-MTA Index - Payment and Rate Caps)**

Loan Number: 0082103060

THIS ADJUSTABLE RATE RIDER is made this 4th day of NOVEMBER, 2003, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Washington Mutual Bank, FA (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

19925 TERRAY COURT, RIVERSIDE, CALIFORNIA 92508

(Property Address)

THIS RIDER CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. MY MONTHLY PAYMENT INCREASES WILL HAVE LIMITS WHICH COULD RESULT IN THE PRINCIPAL AMOUNT I MUST REPAY BEING LARGER THAN THE AMOUNT I ORIGINALLY BORROWED, BUT NOT MORE THAN 125% OF THE ORIGINAL AMOUNT (OR \$ 206,250.00 ). MY INTEREST RATE CAN NEVER EXCEED THE LIMIT STATED IN THE NOTE AND RIDER. A BALLOON PAYMENT MAY BE DUE AT MATURITY.

**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**

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. Up until the first day of the calendar month that immediately precedes the first payment due date set forth in Section 3 of this Note, I will pay interest at a yearly rate of 4.052 %. Thereafter until the first Change Date (as defined in Section 4 of this Note) I will pay interest at a yearly rate of 1.250 %. The interest rate I will pay will thereafter change in accordance with Section 4 of the Note.

Section 4 of the Note provides for changes in the interest rate and monthly payment as follows:

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**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the 1st day of JANUARY, 2004, and on that day every month thereafter. Each such day is called a "Change Date".

**(B) The Index**

On each Change Date, my interest rate will be based on an Index. The "Index" is the Twelve-Month Average, determined as set forth below, of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (H.15)" (the "Monthly Yields"). The Twelve-Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12.

The most recent Index figure available as of the date 15 days before each Change Date is called the "Current Index".

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

**(C) Interest Rate Change**

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND 750/1000 percentage points 2.750 % ("Margin") to Current Index. The Note Holder will then round the result of this addition to the nearest one thousandth of one percentage point (0.001%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. In the event a new Index is selected, pursuant to paragraph 4(B), a new Margin will be determined. The new Margin will be the difference between the average of the old Index for the most recent three year period which ends on the last date the Index was available plus the Margin on the last date the old Index was available and the average of the new Index for the most recent three year period which ends on that date (or if not available for such three year period, for such time as it is available). The difference will be rounded to the next higher 1/8 of 1%.

**(D) Interest Rate Limit**

My interest rate will never be greater than 8.950 % ("Cap"), except that following any sale or transfer of the property which secures repayment of this Note after the first interest rate Change Date, the maximum interest rate will be the higher of the Cap or 5 percentage points greater than the interest rate in effect at the time of such sale or transfer.

**(E) Payment Change Dates**

Effective every year commencing JANUARY 1, 2005, and on the same date each twelfth month thereafter ("Payment Change Date"), the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the projected Principal balance I am expected to owe as of the Payment Change Date in full on the maturity date at the interest rate in effect

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45 days prior to the Payment Change Date in substantially equal payments. The result of this calculation is the new amount of my monthly payment, subject to Section 4(F) below, and I will make payments in the new amount until the next Payment Change Date unless my payments are changed earlier under Section 4(H) of the Note.

**(F) Monthly Payment Limitations**

Unless Section 4(H) and 4(I) below apply, the amount of my new monthly payment, beginning with a Payment Change Date, will be limited to 7 1/2% more or less than the amount I have been paying. This payment cap applies only to the Principal Payment and does not apply to any escrow payments Lender may require under the Security Instrument.

**(G) Changes in My Unpaid Principal Due to Negative Amortization or Accelerated Amortization**

Since my payment amount changes less frequently than the interest rate and since the monthly payment is subject to the payment limitations described in Section 4(F), my monthly payment could be less or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the maturity date in substantially equal payments. For each month that the monthly payment is less than the interest portion, the Note Holder will subtract the monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the current interest rate. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the excess towards a Principal reduction of the Note.

**(H) Limit on My Unpaid Principal; Increased Monthly Payment**

My unpaid Principal can never exceed a maximum amount equal to 125% of the principal amount originally borrowed. In the event my unpaid Principal would otherwise exceed that 125% limitation, I will begin paying a new monthly payment until the next Payment Change Date notwithstanding the 7 1/2% annual payment increase limitation. The new monthly payment will be an amount which would be sufficient to repay my then unpaid principal in full on the maturity date at my interest rate in effect the month prior to the payment due date in substantially equal payments.

**(I) Required Full Monthly Payment**

On the FIFTH anniversary of the due date of the first monthly payment, and on that same day every FIFTH year thereafter, the monthly payment will be adjusted without regard to the payment cap limitation in Section 4(F).

**(J) Notice of Changes**

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

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**(K) Failure to Make Adjustments**

If for any reason Note Holder fails to make an adjustment to the Interest rate or payment amount as described in this Note, regardless of any notice requirement, I agree that Note Holder may, upon discovery of such failure, then make the adjustment as if they had been made on time. I also agree not to hold Note Holder responsible for any damages to me which may result from Note Holder's failure to make the adjustment and to let the Note Holder, at its option, apply any excess monies which I may have paid to partial prepayment of unpaid "Principal."

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

Section 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 a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) 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 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; (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 Agreement or other obligations related to the Note or other loan document is acceptable to Lender, (c) Assuming party executes Assumption Agreement acceptable to Lender at its sole choice and discretion, which Agreement may include an increase to Cap as set forth below and (d) payment of Assumption Fee if requested by 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, and Lender may increase the maximum interest rate limit to the higher of the Cap or 5 percentage points greater than the interest rate in effect at the time of the transfer. Lender may also 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 has entered into a written assumption agreement with transferee and formally releases Borrower.

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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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider. Borrower agrees to execute any document necessary to reform this Agreement to accurately reflect the terms of the Agreement between Borrower and Beneficiary or if the original Note, Trust Deed or other document is lost, mutilated or destroyed.

  
\_\_\_\_\_  
JOHN MCDONALD

  
\_\_\_\_\_  
HELEN MCDONALD

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

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



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11/19/2003 08:00A  
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## Exhibit "A"

### Parcel 1:

The Southwest quarter of the Southeast quarter of the Northeast quarter of section 5, Township 4 south, range 4 west, in the County of Riverside, State of California, San Bernardino Meridian. According to the official plat thereof.

Except therefrom all oil, gas, minerals and other hydrocarbons, below a depth of 500 feet, without the right of surface entry, as reserved and/or granted in the document(s) recorded March 19, 1964, in book 3642, page(s) 122 and April 24, 1964, in book 3676, page(s) 298, Official Records.

### Parcel 2:

A non-exclusive easement for ingress and egress over the Easterly 15.00 feet of the Southwest quarter of the Northeast quarter of the Northeast quarter and the Easterly 15.00 feet of the Northwest quarter of the Southeast quarter of the Northeast quarter of section 5, Township 4 south, range 4 west, San Bernardino Meridian, according to the official plat thereof of the Northerly and the Northeasterly line of Markham Road.

### Parcel 3:

A non-exclusive easement for ingress and egress over the Westerly 30.00 feet of the Southwest quarter of the Southeast quarter of the Northeast quarter of the Northeast quarter of section 5, Township 4 south, range 4 west, San Bernardino Meridian, according to the official plat thereof.

### Parcel 4:

A non-exclusive easement for ingress and egress over the Westerly 15.00 feet of the Northeast quarter of the Southeast quarter of the Northeast quarter of section 5, Township 4 south, range 4 west, San Bernardino Meridian, according to the official plat thereof, lying Northerly of the Northeasterly line of Markham Road.

### Parcel 5:

A non-exclusive easement for ingress and egress over the Westerly 20.00 feet of the Southwest quarter of the Northwest quarter of the Northwest quarter of section 5, Township 4 south, range 4 west, San Bernardino Meridian, according to the official plat thereof.



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11/19/2003 08:08A  
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Under the provisions of Government Code 27361.7, I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: Irene Flores

Commission #: 1429421

County Where Bond is Filed: LA

State Where Bond is Filed: CA

Date Commission Expires: 7-8-07

Date: 11-19-03

Signature: Irene Flores



2003-313421  
11/19/2003 08:09A  
23 of 23

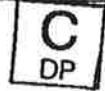
When recorded please mail to:  
Mail Stop# 1130

DOC # 2003-072181  
01/31/2003 08:00A Fee:NC  
Page 1 of 1  
Recorded in Official Records  
County of Riverside  
Gary L. Orso  
Assessor, County Clerk & Recorder



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**NOTICE OF NONCOMPLIANCE**



In the matter of the Property of )

Case No.: CV 02-4344

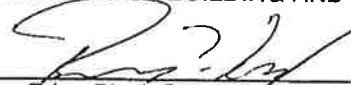
JOHN MCDONALD  
HELEN MCDONALD)

**NOTICE IS HEREBY GIVEN** to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 457, (RCC Title 15.12) described as GRADING WITHOUT PERMIT. Such proceedings are based upon the noncompliance of such real property, located at 19925 TERRAY CT., RIVERSIDE, Ca and more particularly described as Assessment Parcel No. 321-310-011 and having a legal description of SECTION 5, TOWNSHIP 4 SOUTH RANGE 4 WEST with the requirements of Ordinance No. 457, (RCC Title 15.12).

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

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

COUNTY OF RIVERSIDE  
DEPARTMENT OF BUILDING AND SAFETY

By   
Brian Black Supervisor  
Code Enforcement Division

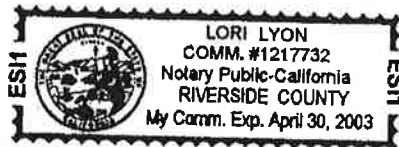
**ACKNOWLEDGMENT**

State of California )  
County of Riverside )

On 1/27/03 before me, Lori Lyon, Notary Public, personally appeared Brian Black, personally known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

**WITNESS** my hand and official seal.





Public Record

When recorded please mail to:  
Mail Stop# 5155

DOC # 2004-0607119

08/04/2004 08:00A Fee:NC

Page 1 of 2

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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**NOTICE OF NONCOMPLIANCE**

In the matter of the Property of

JOHN & HELEN MCDONALD

)

Case No.: CV04-2802

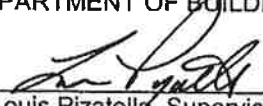
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**NOTICE IS HEREBY GIVEN** to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 457, Section 4, (RCC Title 15.12) described as GRADING WITHOUT PERMIT. Such proceedings are based upon the noncompliance of such real property, located at 19925 TERRAY COURT, RIVERSIDE, CA and more particularly described as Assessment Parcel No. 321-310-011 and having a legal description of 2.430 ACRES (NET), T4SR4W SEC 5, RECORDS OF RIVERSIDE COUNTY, with the requirements of Ordinance No. 457 (RCC Title 15.12).

The owner has been advised to immediately correct the above-referenced violations to avoid further action by the County of Riverside which may include demolition, removal, razing, etc., to abate the public nuisance. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Building and Safety Department, 39493 LOS ALAMOS ROAD, MURRIETA, CA 92563, Attention Code Enforcement Officer LORI LYON.

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

COUNTY OF RIVERSIDE  
DEPARTMENT OF BUILDING AND SAFETY

By   
Louis Pizatella, Supervising Code Enforcement Officer  
Code Enforcement Division

**ACKNOWLEDGMENT**

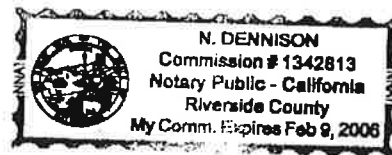
State of California )  
County of Riverside )

On 7-22-04 before me, Norena Dennison, Notary Public, personally appeared Louis Pizatella, personally known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

**WITNESS** my hand and official seal.



(Seal of Notary)





GARY L. ORSO  
COUNTY OF RIVERSIDE  
ASSESSOR-COUNTY CLERK-RECORDER

Recorder  
P.O. Box 751  
Riverside, CA 92502-0751  
(909) 486-7000

<http://riverside.asrclrec.com>

## NOTARY CLARITY

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

Name of Notary: N. DENNISON

Commission #: 1342813

Place of Execution: RIVERSIDE COUNTY

Date Commission Expires: FEB 9 2006

Date: AUG 02 2004

Signature: 

Print Name: PAM VASS

ACR 186P-AS4RE0 (Est. 05/2003)



2004-0607119  
08/04/2004 08:00A  
2 of 2

Public Record

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

THE EVICTION CENTER  
1061 N. Palm Canyon Drive  
Palm Springs, Ca. 92262

DOC # 2000-184122

05/15/2000 05:00A Fee:17.00

Page 1 of 3

Recorded in Official Records  
County of Riverside

Gary L. Orso  
Assessor, County Clerk & Recorder



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19

SPACE ABOVE FOR RECORDER'S USE ONLY

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ABSTRACT OF JUDGMENT

Title of Document

THIS AREA FOR  
RECORDER'S  
USE ONLY

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(\$3.00 Additional Recording Fee Applies)

(Rev. 06/07/99)

(Rev. 06/07/99)

Public Record

982(R)(1)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) <input checked="" type="checkbox"/> Recording requested by and return to: <b>RACHEL STEVENS</b> (760) 416-3737 1061 N. Palm Canyon Drive Palm Springs, Ca. 92262		TELEPHONE NO FOR RECORD - USE ONLY
<input type="checkbox"/> ATTORNEY FOR <input checked="" type="checkbox"/> JUDGMENT CREDITOR <input type="checkbox"/> ASSIGNEE OF RECORD		2886-104122 05/16/2000 08:08:00 2 of 3
NAME OF COURT: SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE STREET ADDRESS: 3255 E. Tahquitz Canyon Way MAILING ADDRESS: Palm Springs, Ca. 92262 CITY AND ZIP CODE: Palm Springs Civil Division		
PLAINTIFF: RACHEL STEVENS DEFENDANT: KEN SCOTT - HELENE MAC DONALD		
ABSTRACT OF JUDGMENT		CASE NUMBER PSC 106943 FOR COMPUTER USE

NOTIFICATION MAILED  
USA POSTAL SERVICE

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

a. Judgment debtor's  
 Name and last known address  
**KEN SCOTT**  
 11 Silver Spur Drive  
 Palm Desert, Ca. 92260

b. Driver's license No. and state:  Unknown  
 c. Social Security No.:  Unknown  
 d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): **KEN SCOTT**  
 11 Silver Spur Drive  
 Palm Desert, Ca. 92260

a.  Additional judgment debtors are shown on reverse.  
 Date: 5/5/00

**RACHEL STEVENS**  
 (TYPE OR PRINT NAME)

*Rachel Stevens*  
 SIGNATURE OF APPLICANT OR ATTORNEY

2. a.  I certify that the following is a true and correct abstract of the judgment entered in this action.  
 b.  A certified copy of the judgment is attached.  
 3. Judgment creditor (name): **RACHEL STEVENS**  
 whose address appears on this form above the court's name.  
 4. Judgment debtor (full name as it appears in judgment):  
**KEN SCOTT - HELENE MAC DONALD**

6. Total amount of judgment as entered or last renewed:  
 \$ 2,618.78  
 7.  An  execution  attachment lien is endorsed on the judgment as follows:  
 a. Amount: \$  
 b. In favor of (name and address):



5. a. Judgment entered on (date): 5/4/00  
 b. Renewal entered on (date):  
 c. Renewal entered on (date):  
 8. A stay of enforcement has  
 a.  not been ordered by the court  
 b.  been ordered by the court effective until (date):  
 9.  This judgment is an installment judgment.

This abstract issued on (date): MAY 08 2000

Clerk, by *[Signature]* Deputy

Form Adopted by Rule 982  
 Judicial Council of California  
 08/20/00 (Rev. January 1, 1999)

ABSTRACT OF JUDGMENT  
 (CIVIL)

Order of Preparation \$1,485,480,  
 674,700,190

ORIGINAL

PLAINTIFF: RACHEL STEVENS  
 DEFENDANT: KEN SCOTT - HELENE MAC DONALD

ORIGINAL  
 PSC 106943

NOTIFICATION MAILED  
 USA POSTAL SERVICE

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS

11. Name and last known address  
 HELENE MAC DONALD  
 11 Silver Spur Drive  
 Palm Desert, Ca. 92260  
 Driver's license No. & state:  Unknown  
 Social Security No.:  Unknown  
 Summons was personally served at or mailed to (address):  
 HELENE MAC DONALD  
 11 Silver Spur Drive  
 Palm Desert, Ca. 92260

14. Name and last known address  
 Driver's license No. & state:  Unknown  
 Social Security No.:  Unknown  
 Summons was personally served at or mailed to (address):

12. Name and last known address  
 Driver's license No. & state:  Unknown  
 Social Security No.:  Unknown  
 Summons was personally served at or mailed to (address):

15. Name and last known address  
 Driver's license No. & state:  Unknown  
 Social Security No.:  Unknown  
 Summons was personally served at or mailed to (address):

13. Name and last known address  
 Driver's license No. & state:  Unknown  
 Social Security No.:  Unknown  
 Summons was personally served at or mailed to (address):

16. Name and last known address  
 Driver's license No. & state:  Unknown  
 Social Security No.:  Unknown  
 Summons was personally served at or mailed to (address):

17. Name and last known address  
 Driver's license No. & state:  Unknown  
 Social Security No.:  Unknown  
 Summons was personally served at or mailed to (address):

18. Name and last known address  
 Driver's license No. & state:  Unknown  
 Social Security No.:  Unknown  
 Summons was personally served at or mailed to (address):

18 [ ] continued on attachment 18.

302 (Rev. 11/1991)

ABSTRACT OF JUDGMENT  
 (CIVIL)

Page two



2000-184122  
 05/16/2000 09:09A  
 3 of 3

**SITE PLAN: Case # CV-081( 52**

**OWNER(S):** MCDONALD HELEN ESTATE OF  
**SITE ADDRESS:** 19925 TERRAY CT, RIVERSIDE  
**ASSESSOR'S PARCEL:** 321-310-011  
**ACREAGE:** 2.430000

**NORTH ARROW:** ↑

2/4/09



**EXHIBIT NO.**     D



**PHOTOGRAPHIC EVIDENCE Case #CV0810562**



R Welch PHOTO # NOTES:



R Welch PHOTO # NOTES:

**EXHIBIT NO.**     D<sup>2</sup>





**PHOTOGRAPHIC EVIDENCE Case #CV0810562**



R Welch PHOTO # NOTES:

N/A

R Welch PHOTO # NOTES:

EXHIBIT NO.           D4



**PHOTOGRAPHIC EVIDENCE Case #CV0810562**



R Welch PHOTO # NOTES:



R Welch PHOTO # NOTES: Looking North on the East prop line

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

D<sup>5</sup>

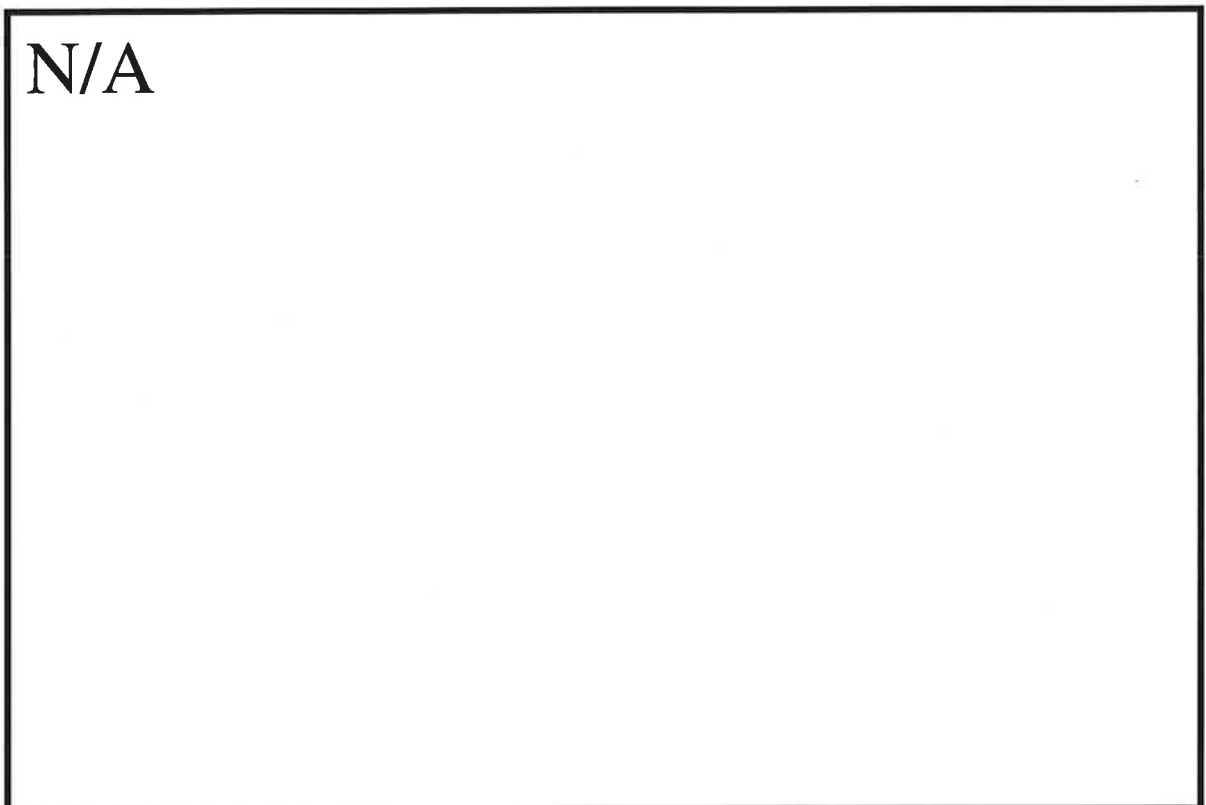




**PHOTOGRAPHIC EVIDENCE Case #CV0810562**



R Welch PHOTO # NOTES: Looking East on the north prop line



R Welch PHOTO # NOTES:

EXHIBIT NO.           D7



**PHOTOGRAPHIC EVIDENCE Case #CV0810562**



R Welch PHOTO # NOTES: Inspecting erosion on the 1/1 slope



R Welch PHOTO # NOTES: Looking west on the North prop line

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

D<sup>8</sup>









graded area - 12/15/2009

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



graded cite - 02/25/2010

EXHIBIT NO. D''



graded area 08-09-10.jpg - 08/09/2010

EXHIBIT NO. DR





COUNTY OF RIVERSIDE  
CODE ENFORCEMENT DEPARTMENT

NOTICE OF VIOLATION

TBA

CASE No.: CV [ ] - [ ] [ ] [ ] [ ]

THE PROPERTY AT: 19925 Terray Ct Perris APN#: 321-310-011

WAS INSPECTED BY OFFICER: R. Uehel ID#: 43 ON 12/10/08 AT 10:45 am/pm

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

<input type="radio"/> 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="radio"/> 17.252.030 (RCO 348)	<b>Unpermitted Outdoor Advertising Display</b> - Obtain a permit from the Planning Dept. or remove display.
<input type="radio"/> 8.28.030 (RCO 821)	<b>Unfenced Pool</b> - Install or provide adequate fencing to secure the pool.	<input type="radio"/> 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="radio"/> 8.120.010 (RCO 541)	<b>Accumulated Rubbish</b> - Remove all rubbish & dispose of in an approved legal landfill.	<input type="radio"/> 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="radio"/> 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="radio"/> 17. (RCO 348)	<b>Occupied RV/Trailer</b> - Cease occupancy & disconnect all utilities to RV/Trailer.
<input checked="" type="radio"/> 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="radio"/> 17. (RCO 348)	<b>Excessive Animals</b> - Remove or reduce the number of _____ to less than _____.
<input type="radio"/> 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="radio"/> 17. (RCO 348)	<b>Unpermitted Land Use:</b> _____ Cease all business activities. Obtain Planning Dept. approval prior to resuming business operations.
<input type="radio"/> 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="radio"/> 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="radio"/> 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="radio"/>	

COMMENTS: Extended house pad out to Property line on North & East sides of parcel

**IMPORTANT!** CORRECTION(S) MUST BE COMPLETED BY: 01-10-09. FAILURE TO COMPLY BY THIS DATE, MAY RESULT IN THE ISSUANCE OF AN ADMINISTRATIVE CITATION WITH FINES UP TO \$500.00 PER DAY, FOR EACH VIOLATION. YOU MAY BE CITED EACH DAY THAT THE VIOLATION(S) EXIST BEYOND THE CORRECTION DATE. IN ADDITION, OTHER ENFORCEMENT ACTION, PENALTIES AND THE IMPOSITION OF A LIEN ON THE PROPERTY FOR THE ABATEMENT AND ENFORCEMENT COSTS MAY RESULT IF COMPLIANCE IS NOT ACHIEVED BY THE CORRECTION DATE.

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

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



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

John Boyd  
DIRECTOR

## AFFIDAVIT OF POSTING OF NOTICES

**Case No.: CV0810562**

**I, Ron Welch , hereby declare:**

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

County of Riverside  
Code Enforcement Department  
19450 Clark st  
Perris, Ca. 92570

2. That on December 10, 2008 at **10:45am.**, I securely and conspicuously posted a **Notice Of Violation for Unapproved Grading** at the property described as:

**Property Address:19925 Terray ct, Riverside Ca. 92508**

**Assessor's Parcel Number:321-310-011**

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

Executed on Jan. 7 2009 at 9:30am, California.

**CODE ENFORCEMENT DEPARTMENT**

By:   
, Code Enforcement Officer

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



John Boyd  
DIRECTOR

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

**COPY**

**NOTICE OF VIOLATION  
For  
UNAPPROVED GRADING**

December 29, 2008

See Attached Notice List

Re: Case No.: CV08-10562

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 19925 Terray Court, Riverside, California, Assessor's Parcel Number 321-310-011, is in violation of Riverside County Ordinance 457 (RCC Title 15), relating to grading without approval by the Department of Building and Safety.

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

1. Providing complete restoration and remediation of the property affected by the unapproved grading.

**YOU MUST COMPLY WITH THIS NOTICE NO LATER THAN January 29, 2009. FAILURE TO COMPLY WILL RESULT IN CRIMINAL, ADMINISTRATIVE, OR CIVIL ACTION BEING BROUGHT AGAINST YOU INCLUDING PENALTIES, RESTORATION, OR REMEDIATION OF THE ILLEGAL GRADING BY THE COUNTY AND ALL COSTS INCURRED BY THE COUNTY MAY BE IMPOSED AS A SPECIAL ASSESSMENT AND/ OR LIEN AGAINST THE PROPERTY.**

**NOTICE IS HEREBY GIVEN that Ordinance 457.96 Section 4, Subdivision 3306.03 allows for the Department of Building and Safety to place a five year flag on the issuance of building permits and land use approvals for property that has been graded without approval or permits. Any property owner aggrieved by this decision will have the right to appeal to the County of Riverside Board of Supervisors.**

**FURTHER NOTICE IS HEREBY GIVEN** that a Notice of Non-Compliance will be recorded against the affected property.

**FURTHER NOTICE IS HEREBY GIVEN** that at the conclusion of this case you will receive a summary of administrative costs associated with the processing of this violation at an hourly rate of \$109.00 as determined by the County of Riverside Board of Supervisors. You will have the right to object to these charges by filing a request for hearing with the Department of Building and Safety within 10 days of the service of the summary of charges pursuant to Section 1.16.080 of Riverside County Code.

Ron Welch, Code Enforcement Officer

EXHIBIT NO.           E<sup>3</sup>



John Boyd  
DIRECTOR

CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE

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

DEPUTY DIRECTOR



NOTICE LIST / INTERESTED PARTIES

RE: Case No.: CV0810562  
APN No.: 321-310-011  
Address: 19925 Terray Ct Riverside, Ca.

1. Helen Mc Donald  
19925 Terray Ct  
Riverside, Ca. 92508
2. Helen Mc Donald  
11 Silver Spur Dr.  
Palm Desert, Ca. 92260
3. Washington Mutual Bank  
c/o ACS Image Solutions  
12691 Pala Dr.  
Ms156DPCA  
Garden Grove, Ca. 92841
4. Washington Mutual Bank, FA, a federal association  
400 East Main St.,  
Stockton, Ca. 95290
5. The Eviction  
1061 N. Palm Canyon Dr.  
Palm Springs, Ca. 92262
6. Ferruzzo & Ferruzzo, LLP  
3737 Birch St. Ste 400  
Newport Beach, Ca. 92660
7. Sheila Mead  
17985 Parsons Rd.  
Riverside. Ca. 92508

EXHIBIT NO. EA

8. Rachel Stevens  
1061 N. Palm Canyon Dr  
Palm Springs, Ca. 92262

9. Ken Scott  
11 Silver Spur Dr.  
Palm Desert, Ca. 92260

**COPY**

EXHIBIT NO. ES



**PROOF OF SERVICE BY MAIL**

**Case No: CV08-10562**

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 29th day of December, 2008 I served a copy of the papers to which this proof of service is attached, entitled:

- NOTICE OF VIOLATION FOR UNAPPROVED GRADING
- NOTICE LIST/INTERESTED PARTIES

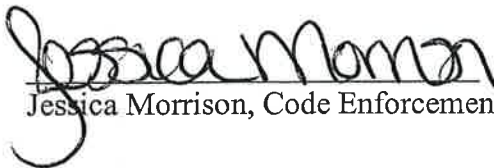
By depositing a copy thereof in an envelope for deposit in the United States Postal Service via Regular Mail & Certified Mail, return receipt requested, and addressed as follows:

SEE ATTACHED NOTICE LIST

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 29th of DECEMBER, 2008 at RIVERSIDE, CALIFORNIA.

  
Jessica Morrison, Code Enforcement Aide

Article #: 7008 0500 0001 9995 5279  
7008 0500 0001 9995 5255  
7008 0500 0001 9995 5231  
7008 0500 0001 9995 5217  
7008 0500 0001 9995 5194

7008 0500 0001 9995 5262  
7008 0500 0001 9995 5248  
7008 0500 0001 9995 5224  
7008 0500 0001 9995 5200

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

E6

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

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

Postmark  
Here

HELEN MCDONALD  
19925 TERRAY CT  
RIVERSIDE, CA 92508  
321-310-011 RW

PS Form 3800, August 2006

See Reverse for Instructions

6225 5666 1000 0050 9002



HELEN MCDONALD  
19925 TERRAY CT  
RIVERSIDE, CA 92508  
321-310-011 RW

County of Riverside  
Code Enforcement Department  
117 S. Langstaff  
Lake Elsinore, CA 92530

7008 0500 0001 9995 5279



FIRST CLASS



02 1/4  
0004277091  
MAILED FROM ZIP CODE 92504

\$05.320  
DEC 31 2008



*Handwritten:* 12/31/08  
RT 1-17

EXHIBIT NO. **EA**

7008 0500 0001 9995 5255

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
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**OFFICIAL USE**

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

WASHINGTON MUTAL BANK  
 C/O ACS IMAGE SOLUTIONS  
 12691 PALA DRIVE  
 MS156DPCA  
 GARDEN GROVE, CA 92841  
 321-310-011 RW

**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:

WASHINGTON MUTAL BANK  
 C/O ACS IMAGE SOLUTIONS  
 12691 PALA DRIVE  
 MS156DPCA  
 GARDEN GROVE, CA 92841  
 321-310-011 RW

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  Addressee  
*Trina Arilla*

B. Received by (Printed Name)  Date of Delivery  
*Trina Arilla* *2/2/09*

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

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

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Transfer from service label) 7008 0500 0001 9995 5255

EXHIBIT NO. E8

U.S. Postal Service™  
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For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

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

Postmark  
Here

THE EVICTION  
 1061 N. PALM CANYON DRIVE  
 PALM SPRINGS, CA 92262  
 321-310-011 RW

TE25 5666 T000 00

County of Riverside  
 Code Enforcement Department  
 117 S. Langstaff  
 Lake Elsinore, CA 92530



*Unknown*

THE EVICTION  
 1061 N. PALM CANYON DRIVE  
 PALM SPRINGS, CA 92262  
 321-310-011 RW



7008 0500 0001 9995 5231

FIRST CLASS



UNITED STATES POSTAGE  
 \$05.320  
 004277091  
 DEC 31 2009  
 MAILED FROM ZIP CODE 92504

*CP*

9226294419 0007  
 9253009719

NIXIE 923 SE 1 05 01/05/09  
 RETURN TO SENDER  
 ATTEMPTED - NOT KNOWN  
 UNABLE TO FORWARD  
 BC: 92530971917 \*0704-07776-30-43

EXHIBIT NO. *E9*









7000A 0500 0001 9995 5248

U.S. Postal Service <sup>TM</sup>  
**CERTIFIED MAIL <sup>TM</sup> RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

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

Postmark  
Here

WASHINGTON MUTAL BANK, FA, a federal association  
400 EAST MAIN STREET  
STOCKTON, CA 95290  
321-310-011 RW

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<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>	A. Signature <span style="float: right;"><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</span> <b>X</b>	
1. Article Addressed to:	B. Received by (Printed Name)	C. Date of Delivery
	<i>M. R.</i>	<i>1-5-09</i>
WASHINGTON MUTAL BANK, FA, a federal association 400 EAST MAIN STREET STOCKTON, CA 95290 321-310-011 RW	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
	<input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
2. Article Number (Transfer from service label)	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
	7008 0500 0001 9995 5248	

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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

*E<sup>B</sup>*



U.S. Postal Service™  
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For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

1 0001 9995 5224

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

Postmark  
Here

FERRUZZO & FERRUZZO, LLP  
 3737 BIRCH STREET, STE 400  
 NEWPORT BEACH, CA 92660  
 321-310-011 RW

PS Form 3800, August 2006

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<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>A. Signature <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p><i>[Signature]</i></p>	
	B. Received by (Printed Name)	C. Date of Delivery
	<i>JAD AULTON</i>	
1. Article Addressed to:	D. Is delivery address different from item 1? <input type="checkbox"/> Yes	
	If YES, enter delivery address below: <input type="checkbox"/> No	
	<p>FERRUZZO &amp; FERRUZZO, LLP                  3737 BIRCH STREET, STE 400                  NEWPORT BEACH, CA 92660                  321-310-011 RW</p>	
	<input type="checkbox"/> Registered <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D.	
2. Article Number <i>(Transfer from service label)</i>	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
	7008 0500 0001 9995 5224	

EXHIBIT NO.                      **E14**

7008 0500 0001 9995 5200

U.S. Postal Service <sup>TM</sup>  
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**OFFICIAL USE**

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

Postmark  
Here

KEN SCOTT  
11 SILVER SPUR DRIVE  
PALM DESERT, CA 92260  
321-310-011 RW

PS Form 3800, August 2006 See Reverse for Instructions



FIRST CLASS

7008 0500 0001 9995 5200

County of Riverside  
Code Enforcement Department  
117 S. Langstaff  
Lake Elsinore, CA 92530

**UNCONFIRMED**

~~KEN SCOTT  
11 SILVER SPUR DRIVE  
PALM DESERT, CA 92260  
321-310-011 RW~~

RECEIVED  
JAN 07 2009

**EIS**

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

9226015425 0030



When recorded please mail to:  
Riverside County Code Enforcement  
Lake Elsinore District Office  
117 S. Langstaff Street  
Lake Elsinore, CA 92530  
Mail Stop # 5004

S										COPY
			1							
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM	059
NCHGRC						T:	CTY	UNI		

**NOTICE OF NONCOMPLIANCE for UNAPPROVED GRADING**

In the matter of the Property of  
Helen McDonald

Case No. CV08-10562



**NOTICE IS HEREBY GIVEN** to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 457 (RCC Title 15.12) described as grading without approval from the Department of Building and Safety. Such proceedings are based upon the noncompliance of such real property, located at 19925 Terray Court, Riverside, CA and more particularly described as Assessment Parcel No. 321-310-011 and having a legal description of 2.43 ACRES M/L IN POR NE 1/4 OF SEC 5 T4S R4W FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS with the requirements of Ordinance No.457, (RCC Title 15.12).

The owner has been advised to immediately correct the above-referenced violation to avoid further action by the County of Riverside, which may include remediation or restoration to abate the public nuisance or other remedies available to the department by a court of competent jurisdiction. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 117 S. Langstaff Street, Lake Elsinore, CA 92530, and Attention Code Enforcement Officer Ron Welch.

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

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

RIVERSIDE COUNTY CODE ENFORCEMENT

By [Signature]  
Manuel A. Acueto  
Code Enforcement Department

**ACKNOWLEDGMENT**

State of California )  
County of Riverside )

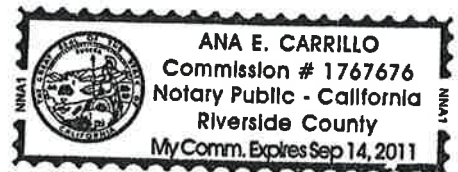
On 05/20/10 before me, Ana E. Carrillo, Notary Public, personally appeared Manuel A. Acueto, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she they executed the same in his/her their authorized 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.

Ana E. Carrillo

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

January 19, 2011

**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.: CV08-10562  
APN: 321-310-011; ESTATE OF HELEN MCDONALD  
Property: 19925 Terray Court, Riverside

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 457 (RCC Title 15) and 725 (RCC Title 1) to consider the abatement of the grading without permits located on the SUBJECT PROPERTY described as 19925 Terray Court, Riverside, Riverside County, California, and more particularly described as Assessor's Parcel Number 321-310-011.

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

SAID HEARING will be held on **Tuesday, February 8, 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 7:30 a.m. on the day of the hearing in Conference Room 2A located on the 1st floor in front of the Human Resources Office to discuss the case.**

PAMALA J. WALLS  
Riverside County Counsel

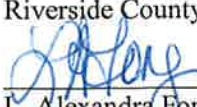
  
L. Alexandra Fong  
Deputy County Counsel

EXHIBIT NO. 6

# NOTICE LIST

Subject Property: 19925 Terray Ct., Riverside  
Case No.: CV 08-10562; APN: 321-310-011; District 1

THE ESTATE OF HELEN MCDONALD  
C/O SHEILA MEAD  
17985 PARSONS ROAD  
RIVERSIDE, CA 92508

THE ESTATE OF HELEN MCDONALD  
C/O SHEILA MEAD  
19925 TERRAY CT.  
RIVERSIDE, CA 92508

HELEN MCDONALD  
C/O SHEILA MEAD  
19925 TERRAY CT.  
RIVERSIDE, CA 92508

OCCUPANT  
19925 TERRAY CT.  
RIVERSIDE, CA 92508

FERRUZZO & FERRUZO, LP  
3737 BIRCH STREET, #400  
NEWPORT BEACH, CA 92660

WASHINGTON MUTUAL BANK  
C/O ACS IMAGE SOLUTIONS  
12691 PALA DRIVE MS156DPCA  
GARDEN GROVE, CA 92841

THE EVICTION CENTER  
1061 N. PALM CANYON DRIVE  
PALM SPRINGS, CA 92262

RACHEL STEVENS  
1061 N. PALM CANYON DRIVE  
PALM SPRINGS, CA 92262

KEN SCOTT  
11 SILVER SPUR DRIVE  
PALM DESERT, CA 92260

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

6<sup>2</sup>



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Track & Confirm    FAQs

# Track & Confirm

## Search Results

Label/Receipt Number: **7010 1670 0001 7232 6508**  
Service(s): **Certified Mail™**  
Status: **Notice Left**

We attempted to deliver your item at 10:56 am on January 20, 2011 in RIVERSIDE, CA 92508 and a notice was left. You may arrange redelivery by visiting [www.usps.com/redelivery](http://www.usps.com/redelivery) or calling 800-ASK-USPS, or may pick up the item at the Post Office indicated on the notice. If this item is unclaimed after 15 days then it will be returned to the sender. Information, if available, is updated periodically throughout the day. Please check again later.

### Track & Confirm

Enter Label/Receipt Number.

Go >

## Notification Options

### Track & Confirm by email

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

[Site Map](#)   [Customer Service](#)   [Forms](#)   [Gov't 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 6508

U.S. Postal Service™	
<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	\$ 1.44
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>

Mailed 1/19/11

Postmark Here

Sent To	
Street, or PO E	OCCUPANT
City, St	19925 TERRAY CT. RIVERSIDE, CA 92508

PS Form 3800, August 2006    See Reverse for Instructions

EXHIBIT NO. 63



# Track & Confirm

## Search Results

Label/Receipt Number: **7010 1670 0001 7232 6515**  
Service(s): **Certified Mail™**  
Status: **Notice Left**

We attempted to deliver your item at 10:56 am on January 20, 2011 in RIVERSIDE, CA 92508 and a notice was left. You may arrange redelivery by visiting [www.usps.com/redelivery](http://www.usps.com/redelivery) or calling 800-ASK-USPS, or may pick up the item at the Post Office indicated on the notice. If this item is unclaimed after 15 days then it will be returned to the sender. Information, if available, is updated periodically throughout the day. Please check again later.

### Track & Confirm

Enter Label/Receipt Number.

Go >

## Notification Options

### Track & Confirm by email

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

7010 1670 0001 7232 6515

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ .44	Mailed 1/19/11  Postmark Here
Certified Fee	2.87	
Return Receipt Fee (Endorsement Required)	2.30	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 5.51	

Sent: HELEN MCDONALD  
Street or PO: C/O SHEILA MEAD  
City: 19925 TERRAY CT  
RIVERSIDE CA 92508

PS Form 3800, August 2006 See Reverse for instructions

EXHIBIT NO. 64



# Track & Confirm

## Search Results

Label/Receipt Number: **7010 1670 0001 7232 6522**  
Service(s): **Certified Mail™**  
Status: **Notice Left**

We attempted to deliver your item at 10:56 am on January 20, 2011 in RIVERSIDE, CA 92508 and a notice was left. You may arrange redelivery by visiting [www.usps.com/redelivery](http://www.usps.com/redelivery) or calling 800-ASK-USPS, or may pick up the item at the Post Office indicated on the notice. If this item is unclaimed after 15 days then it will be returned to the sender. Information, if available, is updated periodically throughout the day. Please check again later.

### Track & Confirm

Enter Label/Receipt Number.

Go >

## Notification Options

### Track & Confirm by email

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

U.S. Postal Service™										
<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 1/19/11  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>									
<table border="1"> <tr> <td>Sent To</td> <td>THE ESTATE OF HELEN MCDONALD .....</td> </tr> <tr> <td>Street or PO</td> <td>C/O SHEILA MEAD .....</td> </tr> <tr> <td>City, S</td> <td>19925 TERRAY CT .....</td> </tr> <tr> <td></td> <td>RIVERSIDE CA 92508 .....</td> </tr> </table>			Sent To	THE ESTATE OF HELEN MCDONALD .....	Street or PO	C/O SHEILA MEAD .....	City, S	19925 TERRAY CT .....		RIVERSIDE CA 92508 .....
Sent To	THE ESTATE OF HELEN MCDONALD .....									
Street or PO	C/O SHEILA MEAD .....									
City, S	19925 TERRAY CT .....									
	RIVERSIDE CA 92508 .....									

7010 1670 0001 7232 6522

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

G<sup>S</sup>





# NOTICE LIST

Subject Property: 19925 Terray Ct., Riverside  
Case No.: CV 08-10562; APN: 321-310-011; District 1

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<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>A. Signature <b>X</b> <i>Kelly Woodhead</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Kelly Woodhead</i> C. Date of Delivery</p>
<p>1. Article Addressed to:</p> <p><b>FERRUZZO &amp; FERRUZO, LP</b> 3737 BIRCH STREET, #400 NEWPORT BEACH, CA 92660</p> <p><i>CV08-10562 (ESTATE of MILDRED) ABT 8</i></p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p><i>NEWPORT BEACH CA 92660</i> <i>JAN 21 2011</i></p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p><b>7010 1670 0001 7232 6492</b></p>
<p>PS Form 3811, February 2004</p>	<p>Domestic Return Receipt 102595-02-M-1540</p>

EXHIBIT NO. 67

# NOTICE LIST

Subject Property: 19925 Terray Ct., Riverside  
Case No.: CV 08-10562; APN: 321-310-011; District 1

Office of County Counsel  
3960 Orange Street, Suite 500  
Riverside, CA 92501

**CERTIFIED MAIL™**



7010 1670 0001 7232 6478



02 1P  
0003958246 JAN 19 2011  
MAILED FROM ZIP CODE 92501

**\$ 005.540**

*RT*

THE EVICTION CENTER  
1061 N PALM CANYON DRIVE  
PALM SPRINGS CA 92262

NIXIE 923 SE 1 00 01/21/11

RETURN TO SENDER  
ATTEMPTED - NOT KNOWN  
UNABLE TO FORWARD

BC: 92501964425 \*2504-06518-19-37

922604426 9250109644



Riverside, CA 92501



7010 1670 0001 7232 6461



02 1P  
0003958246 JAN 19 2011  
MAILED FROM ZIP CODE 92501

**\$ 005.540**

KEN SCOTT  
11 SILVER SPUR DRIVE  
PALM DESERT CA 92260

*60036*

RECEIVED  
JAN 19 2011  
MAIL ROOM  
RIVERSIDE, CA 92501

922604426 0030



EXHIBIT NO. *29*

# NOTICE LIST

Subject Property: 19925 Terray Ct., Riverside  
Case No.: CV 08-10562; APN: 321-310-011; District 1

Office of County Counsel  
3960 Orange Street, Suite 500  
Riverside, CA 92501

CERTIFIED MAIL



7010 1670 0001 7232 6485



UNITED STATES POSTAGE  
PITNEY BOWES  
02 1P  
0003958246 JAN 19 2011  
MAILED FROM ZIP CODE 92501  
\$ 005.540

WASHINGTON MUTUAL BANK  
C/O ACS IMAGE SOLUTIONS  
12691 PALA DRIVE MS156DPCA  
GARI

GARI

NIXIE

927 DE 1

00 01/21/11

RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

BC: 92501354425

\*0704-05014-19-45

92501354425

|||||

EXHIBIT NO

Riverside, CA 92501



7010 1670 0001 7232 6485



UNITED STATES POSTAGE  
PITNEY BOWES  
02 1P  
0003958246 JAN 19 2011  
MAILED FROM ZIP CODE 92501  
\$ 005.540

RACHEL STEVENS  
1061 N PALM CANYON DRIVE  
PALM SPRINGS CA 92262

NIXIE

929 SE 1

00 01/21/11

RETURN TO SENDER  
ATTEMPTED - NOT KNOWN  
UNABLE TO FORWARD

BC: 92501354425

\*2604-01058-19-38

92501354425

|||||

213

G9





**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

GLENN BAUDE  
Director

**AFFIDAVIT OF POSTING OF NOTICES**

January 27, 2011

RE CASE NO: CV0810562

I, Ron Welch, 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 1/20/11 at 9:35am, I securely and conspicuously posted \"Notice to Correct County Ordinance Violations and Abate Public Nuisance\" at the property described as:

**Property Address:** 19925 TERRAY CT, RIVERSIDE

**Assessor's Parcel Number:** 321-310-011

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

Executed on January 27, 2011 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

  
By: Ron Welch, Code Enforcement Officer

19450 CLARK STREET, PERRIS, CALIFORNIA 92570  
(951) 657-0122 • FAX (951) 943-1160

EXHIBIT NO. 6