

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

912B



FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
June 2, 2011

SUBJECT: Abatement of Public Nuisance [Excess Outside Storage & Accumulated Rubbish]
Case Nos.: CV 09-04701 (MERRILL)
Subject Property: 43422 Dessie Way, Hemet, APN: 549-223-008
District: Three

RECOMMENDED MOTION: Move that:

1. The excess outside storage of materials and accumulation of rubbish on the real property located at 43422 Dessie Way, Hemet, Riverside County, California, APN: 549-223-008 be declared a public nuisance and a violation of Riverside County Ordinance Nos. 348 and 541 (Riverside County Code Titles 17 and 8).
2. Ernest L. Merrill and Mary R. Merrill, Trustees of the Ernest L. Merrill and Mary R. Merrill Family Trust dated September 1, 2005, the owners of the subject real property, be directed to abate the excess outside storage and accumulation of rubbish on the property by removing the same from the real property within ninety (90) days.

(Continued)

Raymond M. Mistica
RAYMOND M. MISTICA, Deputy County Counsel
for PAMELA J. WALLS, County Counsel

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

SOURCE OF FUNDS:

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

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: *Tina Grande*
Tina Grande

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Ashley 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: June 14, 2011
xc: Co. Co., CED, Prop. Owner, Sheriff

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

Prev. Agn. Ref.:

District: 3

Agenda Number:

9.4

Departmental Concurrence

Dep't Recomm.: ☐ Consent ☒ Policy

Per Exec. Ofc.: ☐ Consent ☒ Policy

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

BACKGROUND:

1. An initial inspection was made of the subject property by the Code Enforcement Officer on August 18, 2009.
2. The inspection revealed the excess outside storage of materials and an accumulation of rubbish on the subject property in violation of Riverside County Ordinance Nos. 348 and 541. The items included but were not limited to: construction materials, scrap wood, doors, windows, pipes, wire mesh, hand tools, auto parts, bicycle parts, boxes, crates, plastic bins, recyclables, fabric, clothes, an engine hoist and other assorted household wares.
3. Subsequent follow up inspections of the above-described real property on October 9, 2009, October 16, 2009, April 19, 2010, May 25, 2010, July 13, 2010, November 3, 2010, January 5, 2011, March 15, 2011, March 23, 2011, and June 1, 2011, revealed that the property continued to be in violation of Riverside County Ordinance Nos. 348 and 541.

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4. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for the removal of excess outside storage and accumulated rubbish.

**BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE**

IN RE ABATEMENT OF PUBLIC NUISANCE) [EXCESS OUTSIDE STORAGE AND) ACCUMULATED RUBBISH] APN: 549-223-008,) 43422 DESSIE WAY, HEMET, COUNTY OF) RIVERSIDE, STATE OF CALIFORNIA;) ERNEST L. MERRILL AND MARY R.) MERRILL, TRUSTEES OF THE ERNEST L.) MERRILL AND MARY R. MERRILL FAMILY) TRUST DATED SEPTEMBER 1, 2005,) OWNERS.)	CASE NO. CV 09-04701 DECLARATION OF OFFICER MICHAEL SANDERS [R.C.O. NO. 348, R.C.C. Title 17, R.C.O. NO. 541, R.C.C. Title 8]
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I, Michael Sanders, 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 which 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 Senior Code Enforcement Officer. My current official duties as a Senior Code Enforcement Officer include inspecting property for violations and enforcement of the provisions of Riverside County Ordinances.

2. I am informed and believe and thereon allege that on August 18, 2009, Code Enforcement Officer Frazier conducted an initial inspection of the real property described as 43422 Dessie Way, Hemet, Riverside County, California and further described as Assessor's Parcel Number 549-223-008 (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."

3. A review of County records and documents disclosed that THE PROPERTY is owned by Ernest L. Merrill and Mary R. Merrill, Trustees of the Ernest L. Merrill and Mary R. Merrill Family Trust Dated September 1, 2005, (hereinafter referred to as "OWNERS"). A certified copy of the County Equalized Assessment Roll for the year 2010-2011 and a copy of the report generated from the County Geographic Information System ("GIS") is attached hereto and incorporated herein by reference as Exhibit "B." THE PROPERTY is located within the R-T (Mobilehome Subdivisions and Mobilehome Park Zones) zone classification which does not allow for any amount of outside storage. Accumulated rubbish is not allowed in any zone.

1 4. Based upon the Lot Book Reports issued by RZ Title Service on November 4, 2010 and
2 updated on March 23, 2011, it is determined that other parties may potentially holds a legal interest in
3 THE PROPERTY, to wit: Wells Fargo Home Mortgage and Carmel Financial Corporation (hereinafter
4 referred to as "INTERESTED PARTIES"). True and correct copies of the Lot Book Reports are
5 attached hereto as Exhibit "C" and are incorporated herein by reference.

6 5. I am informed and believe and thereon allege that on August 18, 2009, Code
7 Enforcement Officer Frazier conducted an inspection of THE PROPERTY from the road right of way.
8 Officer Frazier observed accumulated rubbish on THE PROPERTY and posted a Notice of Violation.

9 6. As a result of the accumulated rubbish, THE PROPERTY constituted a public nuisance
10 in violation of the provisions set forth in Riverside County Ordinance ("RCO") No. 541, as codified in
11 RCC Title 8.

12 7. On August 19, 2009, Notice of Violation was mailed to the OWNERS by certified mail
13 with return receipt requested.

14 8. I am informed and believe and thereon allege that on October 9, 2009, October 16, 2009,
15 April 19, 2010, and May 25, 2010, Officer Frazier conducted follow-up inspections of THE
16 PROPERTY with the permission of OWNER, Mrs. Merrill and/or her son, Mr. Ron Merrill. During
17 each inspection THE PROPERTY remained unchanged and in violation of RCO No. 541.

18 9. On July 13, 2010, I conducted an inspection of THE PROPERTY from the road right of
19 way and observed that THE PROPERTY remained unchanged.

20 10. I am informed and believe and based thereon allege that on November 3, 2010 and
21 January 5, 2011, Code Enforcement Officer Ryder conducted follow up inspections from the road right
22 of way. During the January 5, 2011 inspection, Officer Ryder observed a large amount of rubbish and
23 outside storage had been removed, however, THE PROPERTY remained in violation of RCO Nos. 348
24 and 541.

25 11. On November 24, 2010, a Notice of Violation for excess outside storage of materials in
26 violation of RCO No. 348 as codified in Riverside County Code ("RCC") Title 17 and accumulated
27 rubbish in violation of RCO No. 541, as codified in RCC Title 8 was mailed to OWNERS and
28 INTERESTED PARTIES by certified mail, return receipt requested.

1 12. On March 23, 2011, a Field Notice of Violation for the excess outside storage of
2 materials and accumulated rubbish was mailed to OWNERS by certified mail, return receipt requested
3 and was posted on THE PROPERTY.

4 13. On March 15, 2011 and March 23, 2011, I conducted follow-up inspections on THE
5 PROPERTY that revealed the excess outside storage and accumulated rubbish remained on THE
6 PROPERTY in violation of RCO 348 (RCC Title 17) and 541 (RCC Title 8). During the March 15,
7 2011 inspection, I was granted permission to inspect THE PROPERTY by OWNER and quantified the
8 amount and type of accumulated rubbish and excess outside storage of materials. Using the pacing
9 method, I measured approximately eight hundred sixty-five (865) square feet of intermingled items. The
10 outside storage of materials and accumulated rubbish were intermingled and consisted of but was not
11 limited to: construction materials, scrap wood, doors, windows, pipes, wire mesh, hand tools, auto parts,
12 bicycle parts, boxes, crates, plastic bins, recyclables, fabric, clothes, an engine hoist and other assorted
13 household wares.

14 14. A site plan and photographs depicting the condition of THE PROPERTY during the
15 above referenced inspections are attached hereto as Exhibit "D" and are incorporated herein by
16 reference.

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

19 16. Based upon my experience, knowledge and visual observations, it is my determination
20 that the conditions on THE PROPERTY are dangerous to the neighboring property owner and the
21 general public.

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

25 18. A Notice of Non-Compliance was recorded in the Office of the County Recorder, County
26 of Riverside, State of California, on March 30, 2011 as Instrument Number 2011-0138904, a true and
27 correct copy of which is attached hereto and incorporated herein by reference as Exhibit "F".

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1 19. On June 1, 2011, I conducted a follow-up inspection on THE PROPERTY that revealed
2 the excess outside storage and accumulated rubbish remained on THE PROPERTY in violation of RCO
3 348 (RCC Title 17) and 541 (RCC Title 8).

4 20. On May 31, 2011, the second notice – “Notice to Correct County Ordinance Violations
5 and Abate Public Nuisance” providing notification of the Board of Supervisors’ hearing scheduled for
6 June 14, 2011, as required by Riverside County Ordinance No. 725, was mailed to OWNERS and
7 INTERESTED PARTIES by certified mail, return receipt requested and on June 1, 2011, was posted on
8 THE PROPERTY. True and correct copies of the notice, returned receipt cards, together with the proof
9 of service, and the affidavit of posting of notices are attached hereto as Exhibit “G” and incorporated
10 herein by reference.

11 21. The removal of all outside storage of materials and the removal of accumulated rubbish
12 currently on THE PROPERTY is required to bring THE PROPERTY into compliance with Riverside
13 County Ordinance Nos. 348, 541 and the Health and Safety Code. Given the size of the parcel and the
14 zoning classification, no amount of outside storage is allowed on THE PROPERTY under RCO No.
15 348. Under RCO No. 541, no amount of rubbish is allowed to be accumulated on THE PROPERTY.

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

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

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


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

28 (d) that reasonable costs of abatement, after notice and opportunity for hearing,

1 shall be imposed as a lien on THE PROPERTY, which may be collected as a special assessment against
2 THE PROPERTY pursuant to Government Code Section 25845 and Riverside County Ordinance Nos.
3 348 and 725.

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

6 Executed this 2 day of JUNE, 2011 at Murrieta, California.

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8 
9 MICHAEL SANDERS
10 Senior Code Enforcement Officer
11 Code Enforcement Department
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SEE 810 MAP

EXHIBIT NO.

1 in. - 2400 ft.

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

Assessment #549223008-7		Parcel # 549223008-7	
Assessee:	MERRILL ERNEST L	Land	30,965
Assessee:	MERRILL MARY R	Structure	20,786
Mail Address:	43422 DESSIE WAY HEMET CA 92544	Full Value	51,751
Real Property Use Code:	MO	Disabled Veterans' Exemption	51,751
Base Year	1999	Total Net	0
Conveyance Number:	0749728		
Conveyance (mm/yy):	9/2005		
PUI:	M030012		
TRA:	71-121		
Taxability Code:	0-00		
Assessment Description:	1973 WESTERN		
ID Data:	Lot 30 MB 074/042 TR 4460- 1		
Situs Address:	43422 DESSIE WAY HEMET CA 92544		

[View Parcel Map](#)EXHIBIT NO. B

RIVERSIDE COUNTY GIS



Selected parcel(s):
549-223-008

"IMPORTANT"

This information is made available through the Riverside County Geographic Information System. The information is for reference purposes only. It is intended to be used as base level information only and is not intended to replace any recorded documents or other public records. Contact appropriate County Department or Agency if necessary. Reference to recorded documents and public records may be necessary and is advisable.

FULL REPORT

APN(s):

549-223-008-7

OWNER NAME / ADDRESS:

- 549-223-008
ERNEST L MERRILL
MARY MERRILL
43422 DESSIE WAY
HEMET, CA. 92544

MAIL TO NAME/ADDRESS:

- 549-223-008
- (SEE OWNER)
- 43422 DESSIE WAY
- HEMET CA. 92544

APN CAME FROM:

- 549-223-008

EXHIBIT NO. B²

- CAME FROM: NO DATA AVAILABLE

LOT SIZE: - 549-223-008
- RECORDED LOT SIZE IS: 0.16 ACRES
MAPPED LOT SIZE IS APPROX.: 0.168 ACRES

PROPERTY CHARACTERISTICS: - 1. 549-223-008
- WOOD FRAME, 1440 SQFT., 2 BDRM/ 2 BATH, 1 STORY, CONST'D 1974, COMPOSITION ROOF, CENTRAL HEATING, CENTRAL COOLING,

ELEVATION (APPROXIMATE): - 1702 FEET

LEGAL DESCRIPTION: - APN: 549223008
- RECORDED BOOK/PAGE: MB 74/42
- SUBDIVISION NAME: TR 4460
- LOT/PARCEL: 30, BLOCK: NOT AVAILABLE
- TRACT NUMBER: 4460

BASE YEAR ASSESSMENT: - 549-223-008
- BASE YEAR: 1999

TOWNSHIP/RANGE: - T5SR1E SEC 5

CEMETERY DISTRICTS: - SAN JACINTO CEMETERY DISTRICT

CITY BOUNDARY/SPHERE: - CITY: NOT WITHIN A CITY
- CITY SPHERE: HEMET
- ANNEXATION DATE: NO DATE AVAILABLE
- LAFCO CASE #: 2006-24-3
- PROPOSALS: NONE

COMMUNITY: - IN OR PARTIALLY WITHIN VALLE VISTA. SEE MAP FOR MORE INFORMATION.

2001 SUPERVISORIAL DISTRICT: - JEFF STONE, DISTRICT 3
as established by County Ordinance 813, August 14, 2001

AREA PLAN: - SAN JACINTO VALLEY

COACHELLA VALLEY MULTI-SPECIES HABITAT CONSERVATION PLAN FEE AREA: - NOT WITHIN THE COACHELLA VALLEY MSHCP FEE AREA

COACHELLA VALLEY MULTI-SPECIES HABITAT CONSERVATION PLAN - CONSERVATION AREA: - NOT IN A CONSERVATION AREA

WESTERN RIVERSIDE MULTI-SPECIES HABITAT CONSERVATION PLAN FEE AREA: - IN OR PARTIALLY WITHIN THE WESTERN RIVERSIDE MSHCP FEE AREA. SEE MAP FOR MORE INFORMATION.

WESTERN RIVERSIDE COUNTY MSHCP AREA PLAN: - SAN JACINTO VALLEY

WESTERN RIVERSIDE COUNTY MSHCP CELL GROUP: - T

WESTERN RIVERSIDE COUNTY MSHCP CELL NUMBER: - 3414

IMPORTANT NOTICE: On October 7, 2003, the County of Riverside adopted a new General Plan. The General Plan provides new land use designations for all parcels in the unincorporated area of Riverside County. For any parcel, the General Plan may provide for a different type of land use than is provided for under existing zoning. During the next one to two years, the County will undertake a program to review all the zoning in the unincorporated area, and where necessary, change the zoning, following advertised public hearings, to conform to the County's new General Plan. Until then, please be advised that there may be a difference between the zoning and General Plan designations on any parcel. This may result in, at a minimum, the need to change the zoning before desired development may proceed. For further information, please contact the Riverside County Planning Department offices in Riverside at (951) 955-3200, in Murrieta at (951) 600-6170, or in Indio at (760) 863-8277.

LANDUSE DESIGNATION:

Click [here](#) for landuse descriptions.

- MDR

• CHECK MAP TO CONFIRM LANDUSE DESIGNATION

• FOR MORE INFORMATION ABOUT LANDUSE DESIGNATIONS, CALL THE COUNTY'S PLANNING DEPARTMENT AT 951-955-3200.

ZONING CLASSIFICATION(S) ORD. 348:

Click [here](#) for zoning classifications.

- R-T

- CHECK MAP TO CONFIRM ZONING CLASSIFICATIONS
- FOR MORE INFORMATION ABOUT ZONING CLASSIFICATIONS, CALL THE COUNTY'S PLANNING DEPARTMENT AT 951-955-3200.

ZONING DISTRICT/AREA:

- VALLE VISTA DIST

OUTDOOR BILLBOARDS:

- BILLBOARDS NOT PERMITTED BY ZONING

SPECIFIC PLAN:

- NOT WITHIN A SPECIFIC PLAN

NOTE: Non-mapped Policy Area issues may exist on this parcel. Please contact the Planning Department at (951)955-3200 for more information.

MAPPED POLICY AREAS:

- NONE

GENERAL PLAN POLICY OVERLAY:

- NOT IN A GENERAL PLAN POLICY OVERLAY AREA

DEVELOPMENT AGREEMENT #:

- NOT IN A DEVELOPMENT AGREEMENT AREA

REDEVELOPMENT AREAS:

- NOT IN A REDEVELOPMENT AREA

AGRICULTURE PRESERVE:

- NOT IN AN AGRICULTURE PRESERVE

AIRPORT INFLUENCE AREAS:

- NOT IN AN AIRPORT INFLUENCE AREA

AIRPORT COMPATIBILITY ZONES:

- NOT IN AN AIRPORT COMPATIBILITY ZONE

Planning Case Map information may not be complete, current, or up-to-date for this area. Please contact the Planning Department if more information is needed.

PLANNING CASE(S):

- NO PLANNING CASES DESCRIPTION: NOT APPLICABLE
APPLIED DATE: NOT APPLICABLE STATUS: NOT APPLICABLE

DEV. IMP. FEE AREA ORD. 659:

- SAN JACINTO VALLEY

2000 CENSUS TRACT:

- 043703

1990 FARMLAND DESIGNATION:

- URBAN-BUILT UP LAND

2000 CENSUS DESIGNATION:

- CENSUS DESIGNATION REPORT IS NOT AVAILABLE

INDIAN TRIBAL LANDS:

- NOT IN A TRIBAL LAND

SCHOOL DISTRICT:

- HEMET UNIFIED

ROAD & BRIDGE DISTRICT:

- NOT IN A DISTRICT

ROADBOOK PAGE:

- 107A

* BOUNDARIES ARE APPROXIMATIONS. USE FOR REFERENCE ONLY. SURVEY INFORMATION MUST BE CONSULTED OR PREPARED TO ACCURATELY DETERMINE ANY RIGHT-OF-WAY BOUNDARY.

CETAP CORRIDORS:

- NOT IN A CETAP CORRIDOR.

CIRCULATION ELEMENT ULTIMATE RIGHT-OF-WAY ROADS:

- IN OR PARTIALLY WITHIN A CIRCULATION ELEMENT RIGHT-OF-WAY. SEE MAP FOR MORE INFORMATION. CONTACT THE TRANSPORTATION DEPT. PERMITS SECTION AT (951) 955-6790 FOR INFORMATION REGARDING THIS PARCEL IF IT IS IN AN UNINCORPORATED AREA.

EAST T.U.M.F. ORD. 673:

- NOT WITHIN THE EASTERN TUMF FEE AREA

WEST T.U.M.F. ORD. 824:

- IN OR PARTIALLY WITHIN THESE FEE AREAS. SEE MAP FOR MORE INFORMATION.
- SAN JACINTO

WATER DISTRICT:

- EASTERN MUNICIPAL WATER DISTRICT (EMWD)

FLOOD CONTROL DISTRICT:

- RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

FLOOD PLAIN REVIEW:

- NOT REQUIRED.

WATERSHED: - SAN JACINTO VALLEY

VEGETATION: - RESIDENTIAL/URBAN/EXOTIC

SKR FEE AREA ORD. 663.10: - IN OR PARTIALLY WITHIN A FEE AREA. SEE MAP FOR MORE INFORMATION.

HANS/ERP PROJECT: - NONE

FAULT ZONE: - NOT IN A FAULT ZONE

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

LIQUEFACTION POTENTIAL: - HIGH

SUBSIDENCE: - SUSCEPTIBLE

HIGH FIRE AREA ORD. 787: - NOT IN A HIGH FIRE AREA

STATE RESPONSIBILITY AREAS: - NOT IN A STATE RESPONSIBILITY AREA

LIGHTING ORD. 655: - ZONE B, 28.04 MILES.

COUNTY SERVICE AREA: - IN OR PARTIALLY WITHIN
VALLE VISTA #91 -
NO INFORMATION AVAILABLE

BUILDING PERMIT(S):
-BAR040424 DESCRIPTION: ENCLOSE PATIO CVR INTO SUN ROOM ADD'T (10' X 30')
APPLIED DATE: 06/28/2004 STATUS AS OF 06/29/2009: VOID
-BZ247805 DESCRIPTION: (2) AWNINGS TO MOBILE HOME
APPLIED DATE: 01/07/2004 STATUS AS OF 06/29/2009: FINAL

CODE COMPLAINTS:
-CV013656 OCCUPIED RECREATION VEHICLE
APPLIED DATE: Nov. 21, 2001 STATUS: COMPLETED

ENVIRON. HEALTH CASE(S): - NO ENVIRONMENTAL CASES

TAX RATE AREAS:
- 071-121
• COUNTY FREE LIBRARY
• COUNTY SERVICE AREA 91 *
• COUNTY STRUCTURE FIRE PROTECTION
• COUNTY WASTE RESOURCE MGMT DIST
• CSA 152
• EASTERN MUN WTR IMP DIST 17
• EASTERN MUNICIPAL WATER
• FLOOD CONTROL ADMINISTRATION
• FLOOD CONTROL ZONE 4
• GENERAL
• GENERAL PURPOSE
• HEMET UNIFIED SCHOOL
• LAKE HEMET MUNICIPAL WATER
• LAKE HEMET MUNICIPAL WTR IMP U-2
• METRO WATER EAST 1301999
• MT SAN JACINTO JUNIOR COLLEGE
• RIV CO REG PARK & OPEN SPACE
• RIV. CO. OFFICE OF EDUCATION
• SAN JACINTO BASIN RESOURCE CONS
• SAN JACINTO VALLEY CEMETERY
• VALLEY HEALTH SYSTEM HOSP DIST
• VALLEY WIDE REC & PARK

SURFACE MINES: - NO SURFACE MINES

PALEONTOLOGICAL SENSITIVITY: - HIGH SENSITIVITY (HIGH B).
SENSITIVITY EQUIVALENT TO HIGH A, BUT IS BASED ON THE OCCURRENCE OF FOSSILS AT

A SPECIFIED DEPTH BELOW THE SURFACE. THE CATEGORY HIGH B INDICATES THAT FOSSILS ARE LIKELY TO BE ENCOUNTERED AT OR BELOW FOUR FEET OF DEPTH, AND MAY BE IMPACTED DURING EXCAVATION BY CONSTRUCTION ACTIVITIES.

- UNDETERMINED POTENTIAL.

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

COMMUNITY FACILITY DISTRICTS:

- NAME: NOT IN A COMMUNITY FACILITY DISTRICT
- DISTRICT NUMBER: NOT AVAILABLE

THOMAS BROS. MAPS PAGE/GRID:

- PAGE 811- GRID J5

SPECIAL NOTES:

- NO SPECIAL NOTES

REPORT PRINTED ON...Mon Jun 29 10:52:35 2009

RIVERSIDE COUNTY GIS***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.

APNs

549-223-008-7

OWNER NAME / ADDRESS

ERNEST L MERRILL
MARY MERRILL
43422 DESSIE WAY
HEMET, CA. 92544

MAILING ADDRESS

(SEE OWNER)
(SEE SITUS)

LEGAL DESCRIPTION

RECORDED BOOK/PAGE: MB 74/42
SUBDIVISION NAME: TR 4460-1
LOT/PARCEL: 30, BLOCK: NOT AVAILABLE
TRACT NUMBER: NOT AVAILABLE

LOT SIZE

RECORDED LOT SIZE IS 0.16 ACRES

PROPERTY CHARACTERISTICS

WOOD FRAME, 1440 SQFT., 2 BDRM/ 2 BATH, 1 STORY, CONST'D 1974 COMPOSITION, ROOF, CENTRAL HEATING, CENTRAL COOLING

THOMAS BROS. MAPS PAGE/GRID

PAGE: 811 GRID: J5

CITY BOUNDARY/SPHERE

NOT WITHIN A CITY
CITY SPHERE: HEMET
NO ANNEXATION DATE AVAILABLE
LAFCO CASE #: 2006-24-3
NO PROPOSALS

MARCH JOINT POWERS AUTHORITY

NOT IN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY

INDIAN TRIBAL LAND

NOT IN A TRIBAL LAND

SUPERVISORIAL DISTRICT (ORD. 813)

JEFF STONE, DISTRICT 3

TOWNSHIP/RANGE

T5SR1E SEC 5

ELEVATION RANGE

1702 FEET

PREVIOUS APN

NO DATA AVAILABLE

PLANNING

LAND USE DESIGNATIONS

Zoning not consistent with the General Plan.
MDR

AREA PLAN (RCIP)

SAN JACINTO VALLEY

GENERAL PLAN POLICY OVERLAYS

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

GENERAL PLAN POLICY AREAS

NONE



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: CV09-04701 / Brenda Peeler
IN RE: MERRIL, ERNEST L.

Order Number: **23294**

Order Date: 3/31/2011

Dated as of: 3/23/2011

County Name: Riverside

FEE(s):
Report: \$60.00

Property Address: 43422 Dessie Way
Hemet

CA 92544

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. : 549-223-008-7

Assessments:	Land Value:	\$30,965.00
	Improvement Value:	\$20,786.00
	Exemption Value:	\$51,751.00
	Total Value:	\$0.00

Property Taxes for the Fiscal Year	2010-2011
First Installment	\$44.84
Penalty	\$0.00
Status	PAID (PAID THRU 01/31/2011)
Second Installment	\$44.84
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2011)

NO OTHER EXCEPTIONS

EXHIBIT NO. C



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

Order Number: 22889
Reference: CV09-04701/E.Ro

Property Vesting

The last recorded document transferring title of said property

Dated	09/01/2005
Recorded	09/12/2005
Document No.	2005-0749728
D.T.T.	\$0.00
Grantor	Ernest L. Merrill and Mary R. Merrill, husband and wife
Grantee	Ernest L. Merrill and Mary R. Merrill, Trustees of the Ernest L. Merrill and Mary R. Merrill family Trust dated September 1st, 2005

Deeds of Trust

Position No.	1st
A Deed of Trust Dated	04/04/2003
Recorded	04/14/2003
Document No.	2003-260997
Amount	\$66,400.00
Trustor	Ernest L. Merrill and Mary R. Merrill, husband and wife, as joint tenants
Trustee	Fidelity National Title Insurance Company
Beneficiary	Wells Fargo Home Mortgage, Inc.

Additional Information

A U.C.C. Financing Statement Recorded	05/26/2009
Document No.	2009-0264035
Executed by	Mary Merrill
In favor of	Carmel Financial Corp.



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

Order Number: 22889

Reference: CV09-04701/E.Ro

Legal Description

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

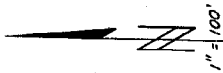
LOT 30 OF TRACT NO. 4460-1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 74, PAGES 42 THROUGH 45, INCLUSIVE OF MAPS, RECORDS OF SAID COUNTY RECORDER.

549-02

549-22

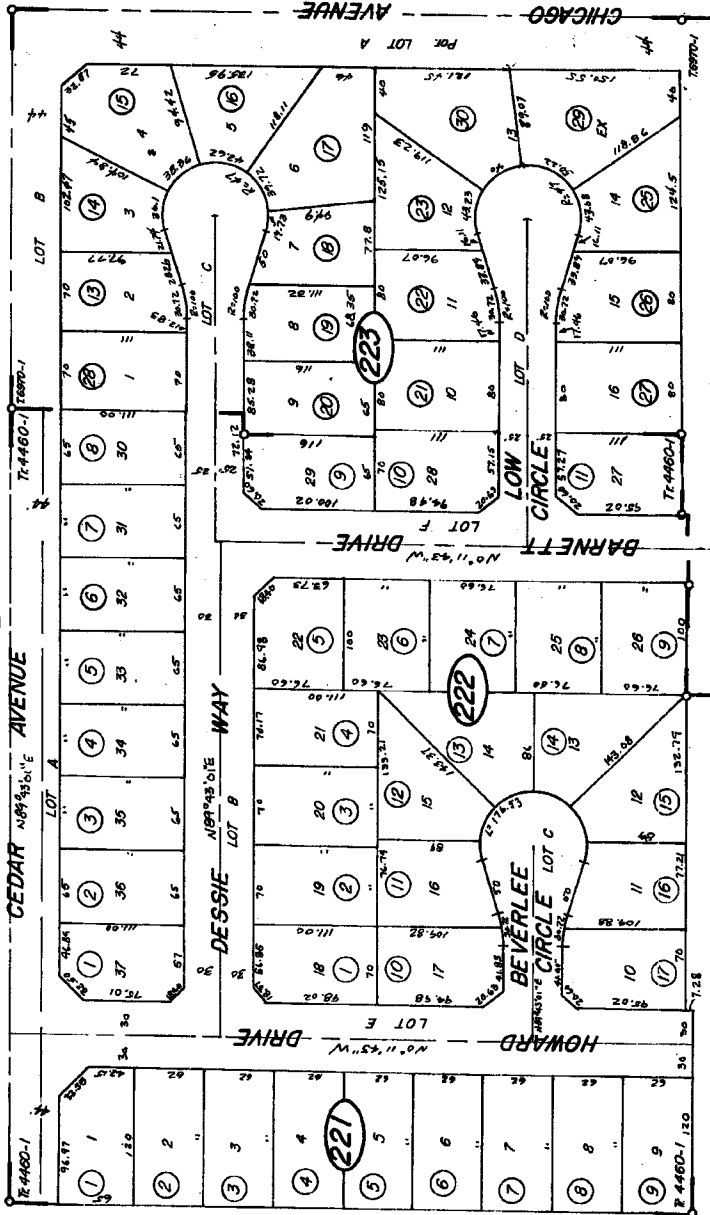
T.C.A. 7107
71121

POR RO SAN JACINTO VIEJO
(POR SEC. 5, T5S-RIE)



1" = 100'

02



03

BK
551

DATE: M. B. 6/30/80

23

TRACT 4460-1 MB. 74/42-45
MB. 84/25-27 Tract No. 6970-1

DATE	OLD NO.	NEW NO.
8/7/80	12	250-007
8/7/80	250-007	250-008
7/7/80	250-008	250-009
7/7/80	250-009	250-010
7/7/80	250-010	250-011
7/7/80	250-011	250-012
7/7/80	250-012	250-013
7/7/80	250-013	250-014
7/7/80	250-014	250-015
7/7/80	250-015	250-016
7/7/80	250-016	250-017
7/7/80	250-017	250-018
7/7/80	250-018	250-019
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7/7/80	250-022	250-023
7/7/80	250-023	250-024
7/7/80	250-024	250-025
7/7/80	250-025	250-026
7/7/80	250-026	250-027
7/7/80	250-027	250-028
7/7/80	250-028	250-029
7/7/80	250-029	250-030

ASSESSOR'S MAP BK 549 PG 22
RIVERSIDE COUNTY, CALIF
JK

JAN 1973

IOC # 2005-0749728

09/12/2005 08:00A Fee:7.00

Page 1 of 1

Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder

RECORDING REQUESTED BY
THE UNDERSIGNED

WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO



NAME ERNEST L. MERRILL, TRUSTEE
MARY R. MERRILL, TRUSTEE
ADDRESS 43422 DESSIE WAY
CITY HEMET, CA 92544
STATE & ZIP

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

GRANT DEED

TITLE ORDER NO.

ESCROW NO.

APN NO. 549-223-008



THE UNDERSIGNED GRANTOR(s) DECLARE(s)

DOCUMENTARY TRANSFER TAX is \$ -0- TRANSFER TO GRANTOR'S TRUST

CITY TAX \$

computed on full value of property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale,

Unincorporated area: City of HEMET, and

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

ERNEST L. MERRILL AND MARY R. MERRILL, Husband and wife

hereby GRANT(s) to: **ERNEST L. MERRILL AND MARY R. MERRILL,
TRUSTEES OF THE ERNEST L. MERRILL AND MARY R.
MERRILL FAMILY TRUST DATED SEPTEMBER 1ST, 2005**

all that real property situated in the City of HEMET, County of Riverside State of California:

Lot 30 of Tract No. 4460-1, as shown by Map on file in Book 74, Pag(s) 42 through 45, inclusive of Maps, Records of Riverside County, California.

Dated: SEPTEMBER 1ST, 2005

ERNEST L. MERRILL
Mary R. Merrill
ERNEST L. MERRILL
MARY R. MERRILL

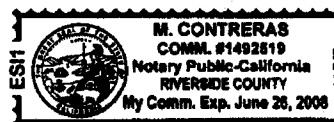
STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

}
S.S.

On SEPTEMBER 1ST, 2005 before me,
M. CONTRERAS, personally appeared **ERNEST L. MERRILL**
and MARY R. MERRILL, 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 M. Contreras



Recording Requested By
CHICAGO TITLE COMPANY

Recording Requested By:

WELLS FARGO HOME MORTGAGE, INC.
2701 WELLS FARGO WAY
MINNEAPOLIS, MN 55408-

Return To:
WELLS FARGO HOME MORTGAGE, INC.
FINAL DOCUMENTS X4701-022
3601 MINNESOTA DRIVE
BLOOMINGTON, MN 55435-5284

Prepared By:

GRACE CASSIAN
WELLS FARGO HOME MORTGAGE,
2701 WELLS FARGO WAY
MINNEAPOLIS, MN 55408-

DOC # 2003-260997

04/14/2003 08:00A Fee: \$3.00

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Recorded in Official Records
County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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[Space reserved for recording office use]

DEED OF TRUST

0127399467



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DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated **APRIL 4, 2003** together with all Riders to this document.

(B) "Borrower" is
ERNEST L. MERRILL AND MARY R. MERRILL, HUSBAND AND WIFE, AS
JOINT TENANTS

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **WELLS FARGO HOME MORTGAGE, INC.**

Lender is a **Corporation**

organized and existing under the laws of **THE STATE OF CALIFORNIA**

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

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Initials: *ELM*
THRM

FORM 3006 1/01

SCA01 Rev 11/09/00

Public Record

Lender's address is
P. O. BOX 5137, DES MOINES, IA 50306-5137

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is FIDELITY NATIONAL TITLE INSURANCE COMPANY

(E) "Note" means the promissory note signed by Borrower and dated APRIL 4, 2003

The Note states that Borrower owes Lender SIXTY-SIX THOUSAND FOUR HUNDRED
AND NO/100 Dollars

(U.S. \$ 66,400.00) plus interest. Borrower has promised to pay this debt in regular
Periodic Payments and to pay the debt in full not later than MAY 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.

(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 type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment 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 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

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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 the

County
[Type of Recording Jurisdiction]

of

RIVERSIDE
[Name of Recording Jurisdiction]

LEGAL DESCRIPTION IS ATTACHED HERETO AS SCHEDULE "A" AND MADE A PART HEREOF.

Parcel ID Number:
43422 DESSIE WAY
HEMET
("Property Address"):

which currently has the address of

[City] , California 92544 [Street]
[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 seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances 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.

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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.

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

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

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be

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required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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



or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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

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

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

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either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

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

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by



this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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

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

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

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly



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

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

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

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

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

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

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



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

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

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

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

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or



before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

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

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

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



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

Witnesses:

Ernest L. Merrill (Seal)
ERNEST L. MERRILL Borrower

Mary R. Merrill (Seal)
MARY R. MERRILL Borrower

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Initials:

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FORM 3006 1/01



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17 of 19

Public Record

State of California,

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County of *RIVERSIDE*

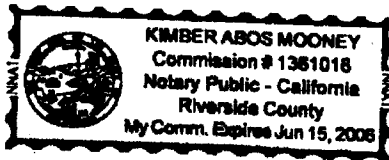
On *4-9-2003* before me, *KIMBER ABOS MOONEY "NOTARY"*

personally appeared

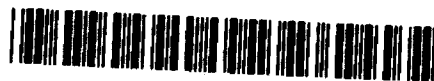
ERNEST L. MERRILL AND MARY R. MERRILL, HUSBAND AND WIFE, AS
JOINT TENANTS

(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.



Kimber Abos Mooney (Seal)



LEGAL DESCRIPTION EXHIBIT

LOT 30 OF TRACT NO. 4460-1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN
BY MAP ON FILE IN BOOK 74, PAGE(S) 42 THROUGH 45, INCLUSIVE OF MAPS, RECORDS OF
RIVERSIDE COUNTY, CALIFORNIA.

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Public Record

DOC # 2009-0264035

05/26/2009 08:00A Fee:22.00

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Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



Recording Requested By:

UCC DIRECT SERVICES
P.O. Box 29071
Glendale, CA 91209

Return to:

UCC DIRECT SERVICES
P.O. Box 29071
Glendale, CA 91209

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DOCUMENT TITLE(S)
UCC FINANCING STATEMENT Original(UCC-1) Filing

THIS Original(UCC-1) Filing FIXTURE FILING IS BEING RECORDED WITH Riverside COUNTY

M.
042:

Order No: 18698845

Public Record

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Phone: (800) 331-3282 Fax: (818) 662-4141				
B. SEND ACKNOWLEDGEMENT TO: (Name and Address) 18490 CARMEL FINANCI				
CT Lien Solutions		18698845		
P.O. Box 29071		CALI		
Glendale, CA 91209-9071		FIXTURE		
File with: CC CA Riverside, CA				
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY				
1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names				
1a. ORGANIZATION'S NAME				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
Merrill		Mary		
1c. MAILING ADDRESS 43422 Dessie Way		CITY Hemet	STATE CA	POSTAL CODE 92544
1d. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION
				1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (2a or 2b) - do not abbreviate or combine names				
2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
2d. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
				2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only <u>one</u> secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME Carmel Financial Corp				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 101 E Carmel Dr #200		CITY Carmel	STATE IN	POSTAL CODE 46032
				COUNTRY USA
4. This FINANCING STATEMENT covers the following collateral:				

Whole House Water Treatment System/Reverse Osmosis Model: ERO 550 Creditor intends and does hereby take a personal property security interest in the above described personal property. To the extent this security interest acts as a lien on any real property of the debtor herein, or is in any way inconsistent with the California Business and Professions Code section 17577.5, creditor hereby waives said interest in said real property.

5. ALTERNATIVE DESIGNATION [if applicable] <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAIOLR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING				
6. [X] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [if applicable] <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2		
8. OPTIONAL FILER REFERENCE DATA				
18698845		CPMV		CFC

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by CT Lien Solutions, P.O. Box 29071,
Glendale, CA 91209-9071 Tel (800) 331-3282

Public Record

FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME

Merrill

FIRST NAME

Mary

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS

18698845-CA-65

18490 CARMEL FINANCI

File with: CC CA Riverside, CAFC

CPMV

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. SEE INSTRUCTION

ADD'L INFO RE
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral or is filed as a ☒ fixture filing.

16. Additional collateral description:

14. Description of real estate:

Description: 43422 Dessie Way Hemet, CA 92544
County: RIVERSIDE Lot 30 MB 074/042 TR 4460 Parcel
Number: 549223008-7 *****MERRILL ERNEST L &
MERRILL MARY R ***** Ernest deceased 12/19/05
Whole House Water Treatment System/Reverse Osmosis
Model: ERO 550 Creditor intends and does hereby take a
personal property security interest in the above described
personal property. To the extent this security interest acts
as a lien on any real property of the debtor herein, or is in
any way inconsistent with the California Business and
Professions Code section 17577.5, creditor hereby waives
said interest in said real property.

15. Name and address of a RECORD OWNER of above-described real estate
(if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction -- effective 30 years

☐ Filed in connection with a Public-Finance Transaction -- effective 30 years

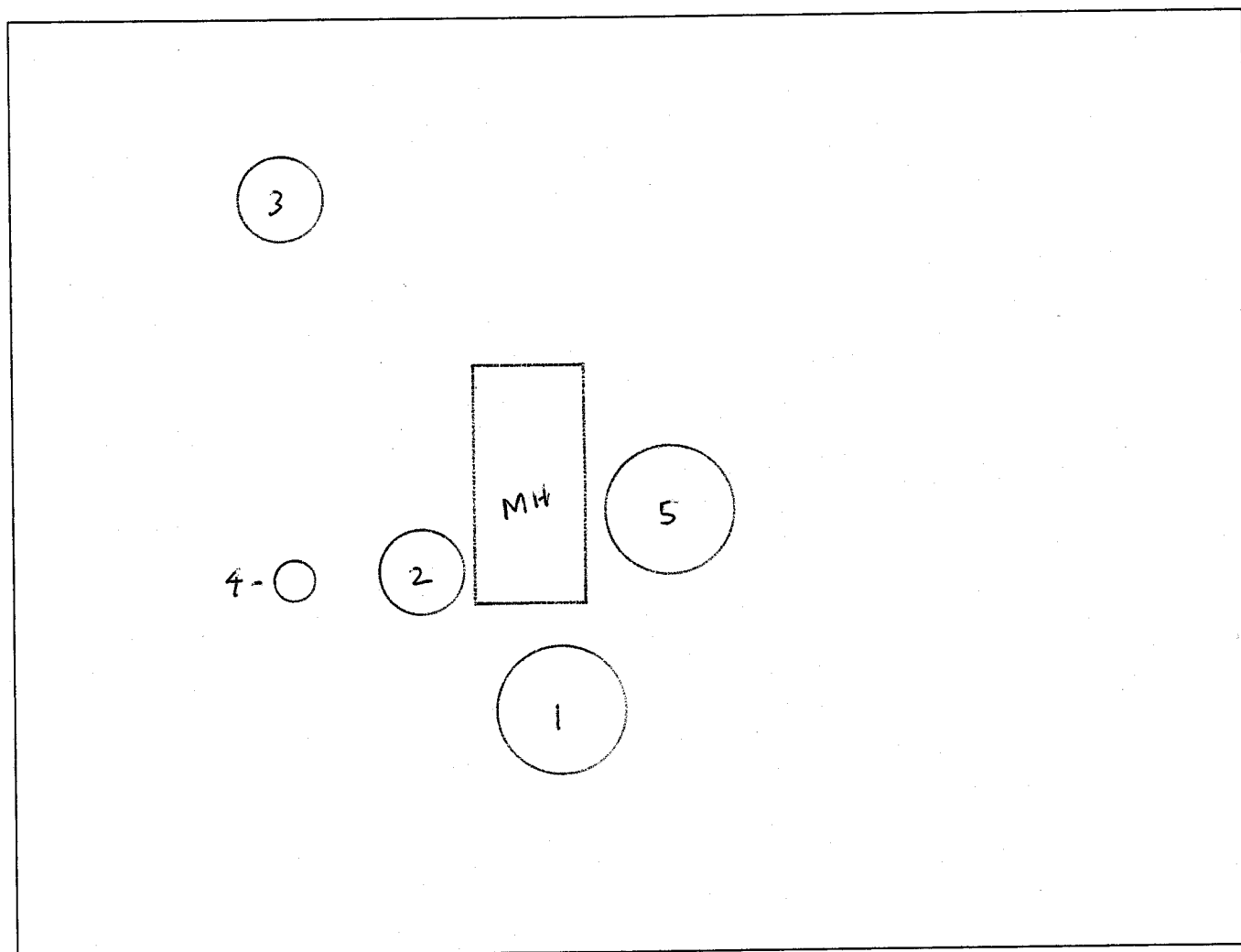
FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

Prepared by CT Lien Solutions, P.O. Box 29071
Glendale, CA 91208-9071 Tel (800) 331-3282

Public Record

SITE PLAN: Case # CV-0904701**OWNER(S):** ERNEST L MERRILL / MARY R MERRILL**SITE ADDRESS:** 43422 DESSIE WAY, HEMET**ASSESSOR'S PARCEL:** 549-223-008**ACREAGE:** 0.159999**NORTH ARROW:** 

REAR PROPERTY LINE



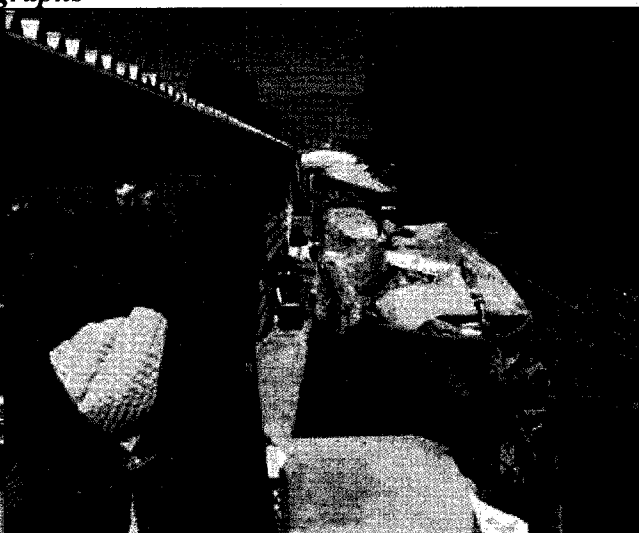
FRONT PROPERTY LINE: 43422 DESSIE WAY, HEMET

PREPARED BY: M. SANDERS **DATE:** 3/24/11**EXHIBIT NO.** D

Photographs



Front view of dwelling



Side yard



At the rear of the grey vehicle



Afrazier/ overview of the dwelling.

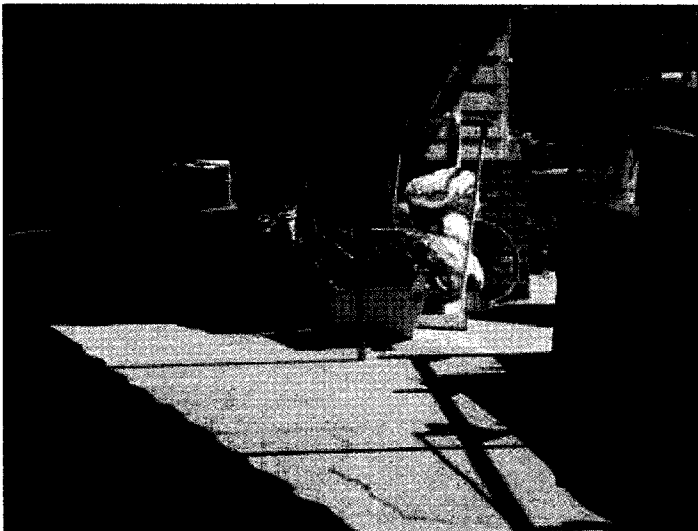


Afrazier/ photo of the front yard.

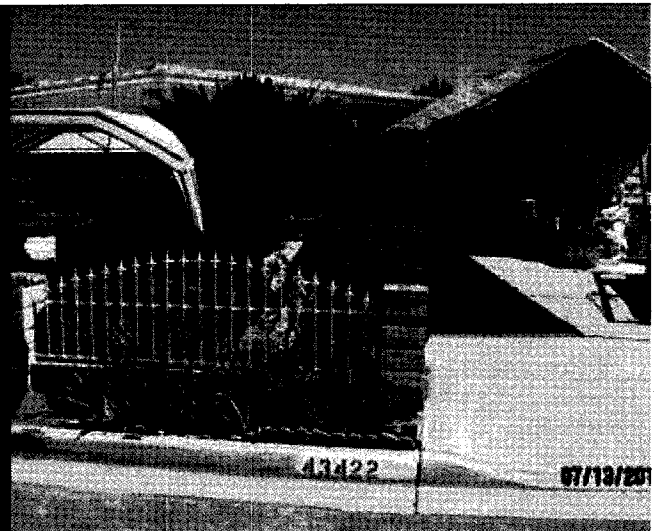


AFrazier

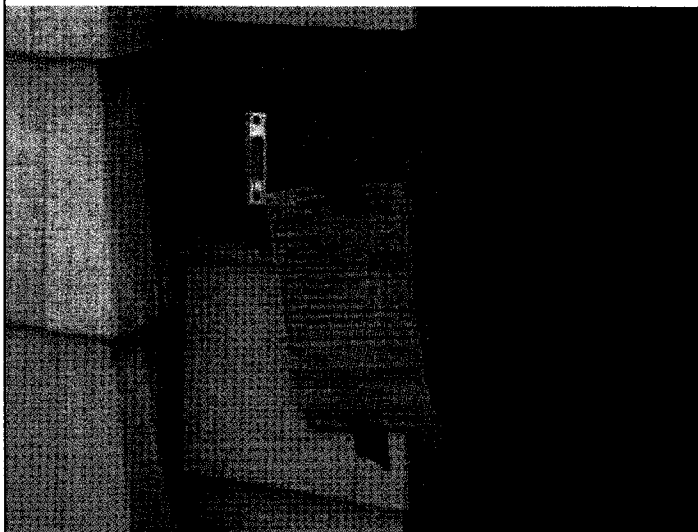
EXHIBIT NO. D²



M Sanders 071310 - rubbish and storage near car port



M Sanders 071310 - overview of residence



M Sanders 071310 - posted citation



M Sanders 071310 - rubbish along east side of t
property



Ryder - AR remains

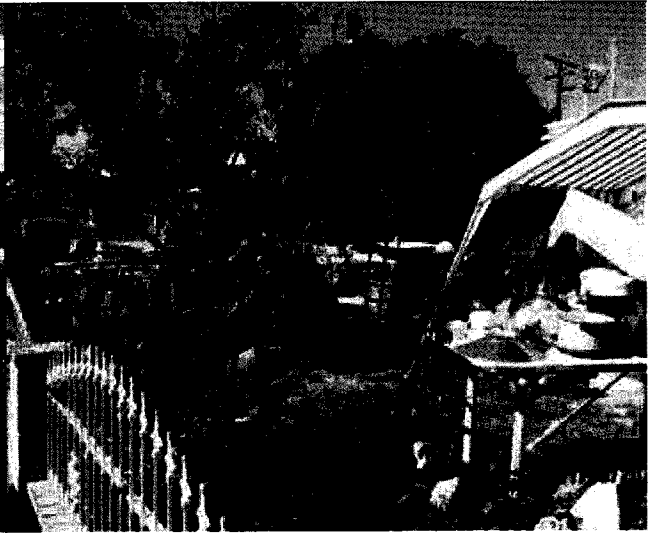


Ryder - AR remains

EXHIBIT NO. D³



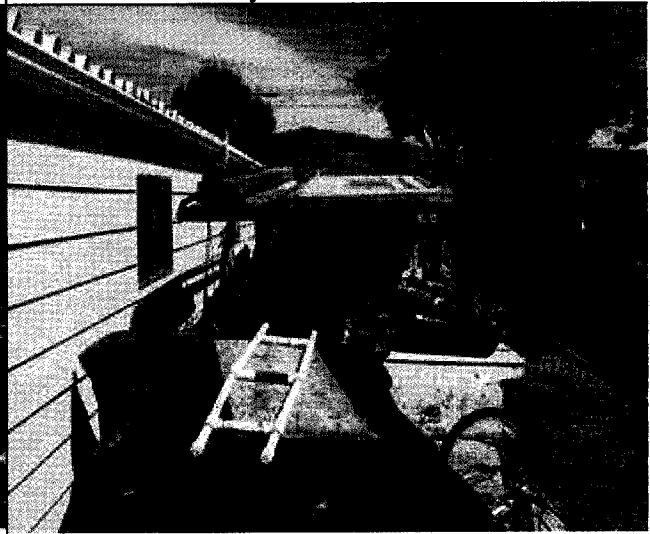
Ryder - AR remains



Ryder - AR remains



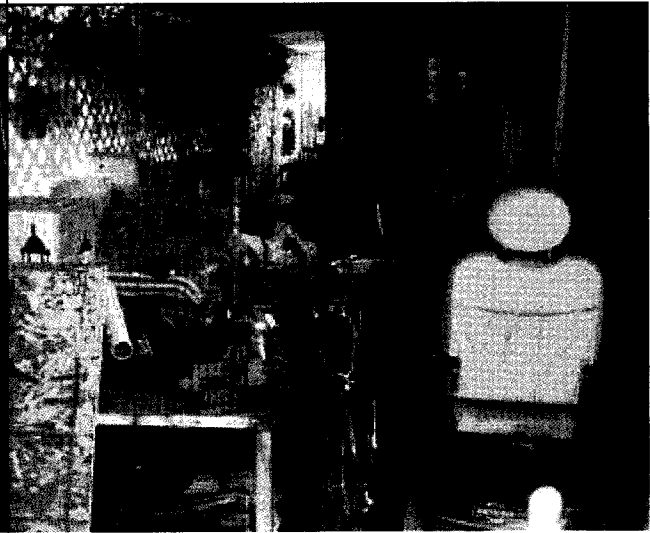
Ryder - AR remains



M Sanders 031511 - area # 5

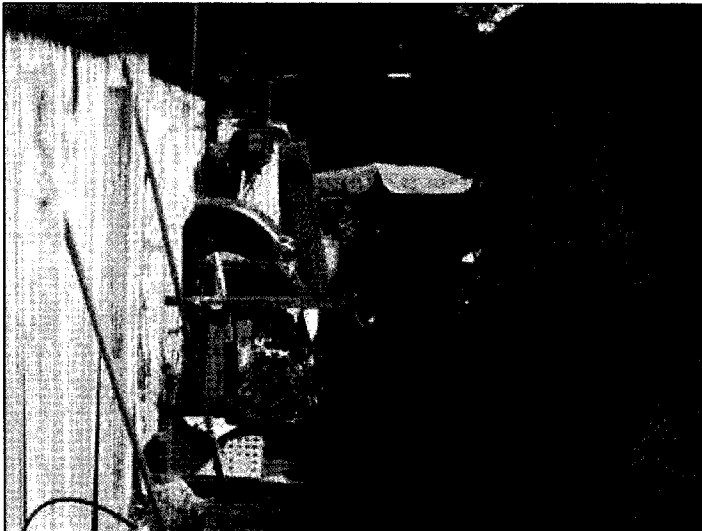


M Sanders 031511 - area # 1



M Sanders 031511 - area # 2

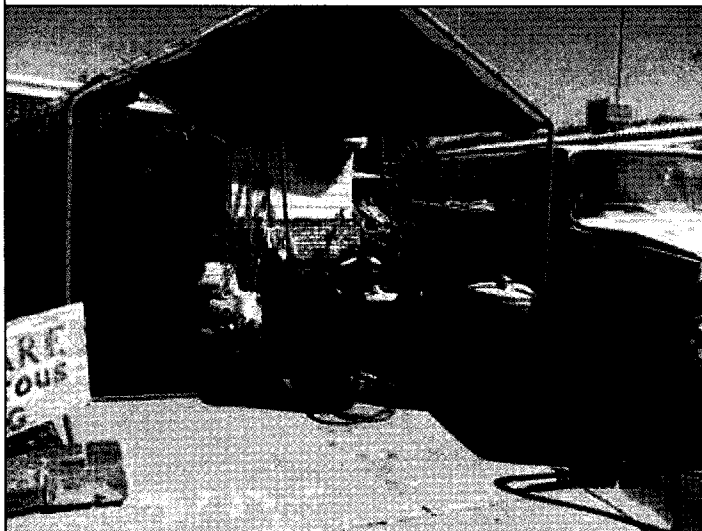
EXHIBIT NO. D4



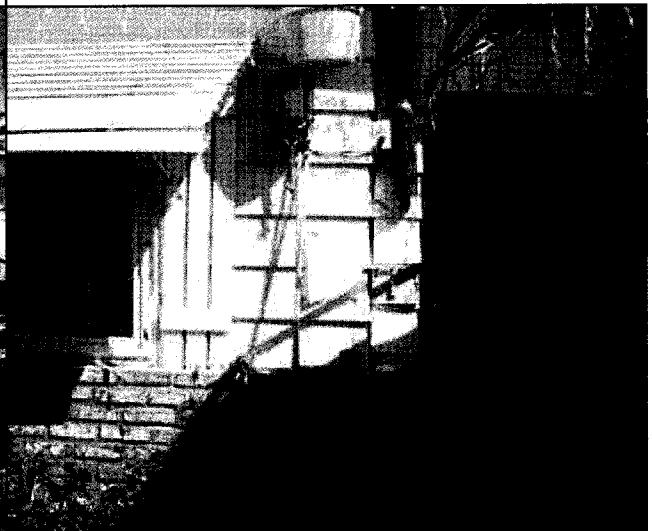
M Sanders 031511 - area # 3



M Sanders 031511 - area # 4



M Sanders 032311 - ongoing violation



M Sanders 032311 - re-posted NOV with AR & I

EXHIBIT NO. D⁵



COUNTY OF RIVERSIDE CODE ENFORCEMENT DEPARTMENT

NOTICE OF VIOLATION

CASE No.: CV 09-04701THE PROPERTY AT: 43422 DESIRE WAY APN#: 549-223-008WAS INSPECTED BY OFFICER: FRAZIER, A ID#: 78 ON 0818 AT 1145 am/pm

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

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

COMMENTS: _____

IMPORTANT! CORRECTION(S) MUST BE COMPLETED BY: 9/18/09. 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 AS DETERMINED BY THE BOARD OF SUPERVISORS. YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO RIVERSIDE COUNTY ORDINANCE 725 AND RIVERSIDE COUNTY CODE 1.16.

SIGNATURE

PRINT NAME

DATE

☐ PROPERTY OWNER ☐ TENANT

CDL/CID#

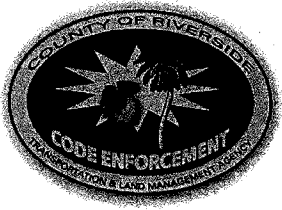
D.O.B.

TEL. NO.
EXHIBIT NO. E☒ POSTED

WHITE: VIOLATOR

GREEN: CASE FILE

YELLOW: POSTING



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

AFFIDAVIT OF POSTING OF NOTICES

Case No: CV 09 04701

I, Angela Frazier, the undersigned, hereby declare:

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

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

That on **08/18/2009 at 1145 hours**, I securely and conspicuously posted **Field Notice of Violation for RCC 8.120.010 Accumulated Rubbish** the property described as:

Property Address: 43422 Dessie Way

Assessor's Parcel Number: 549-223-008

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

Executed on **August 18, 2009 at** Murrieta, California.

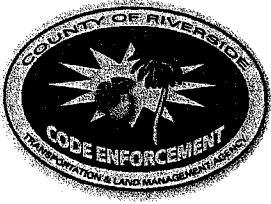
CODE ENFORCEMENT DEPARTMENT

By: _____

Angela Frazier, Code Enforcement Officer, II

EXHIBIT NO. _____

E²



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

NOTICE OF VIOLATION

August 19, 2009

Ernest L Merrill
Mary Merrill
43422 Dessie Way
Hemet, CA 92544

RE CASE NO.: CV09-04701

NOTICE IS HEREBY GIVEN that properties owned or controlled by you described as 43422 Dessie Way, Hemet, California, Assessor's Parcel Number 549-223-008, are in violation of Riverside County Code Chapter 8.120 and constitutes a public nuisance. The subject properties are dangerous or injurious to the public because of the unauthorized accumulation of rubbish, trash and/or debris, specifically including but not limited to the following: **VEGETATION WASTE, APPLIANCES, FURNITURE, HOUSEHOLD WASTE, ETC.**

AS OWNER OF RECORD, you are required to abate the public nuisance by removal of all rubbish, trash, or debris from the subject properties within thirty (30) days of the date of this notice. ANY OTHER PARTY WITH INTEREST IN THE SUBJECT PROPERTY may thereafter abate the public nuisance within (15) days after expiration of the thirty (30) day period.

NOTICE IS HEREBY GIVEN THAT YOUR FAILURE TO COMPLY TO THIS NOTICE WILL RESULT IN FURTHER CIVIL, CRIMINAL OR ADMINISTRATIVE PROCEEDINGS FOR THE ABATEMENT OF THE PUBLIC NUISANCE AND COULD RESULT IN THE IMPOSITION OF A LIEN ON THE SUBJECT PROPERTIES FOR COSTS, INCLUDING ATTORNEYS' FEES, RELATED TO THE ENFORCEMENT OF THE ORDINANCES AND ABATEMENT OF THE VIOLATIVE CONDITIONS. A "NOTICE OF NONCOMPLIANCE" HAS BEEN RECORDED AGAINST THE SUBJECT PROPERTIES.

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

NOTICE IS ADDITIONALLY GIVEN that in accordance with § § 17274 and 24426.5 of the Revenue and Tax Code, a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the taxable year affected by these proceedings.

CODE ENFORCEMENT DEPARTMENT

A. Frazier FOR:

A. Frazier, Code Enforcement Officer

EXHIBIT NO. E³

PROOF OF SERVICE BY MAIL
Case No. CV09-04701

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 39493 Los Alamos Road, Murrieta, CA 92563.

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 19th day of August 2009, I served a copy of the papers to which this proof of service is attached, entitled:

NOTICE OF VIOLATION
RCC 8.120.010

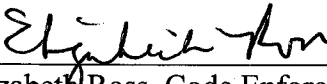
by depositing a copy thereof in an envelope for deposit in the United States Postal Service via Certified Mail, return receipt requested, and addressed as follows:

Ernest L Merrill
Mary Merrill
43422 Dessie Way
Hemet, CA 92544

The envelope was sealed and placed for collection and mailing at MURRIETA, 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 19th of August, 2009 at MURRIETA, CALIFORNIA.



Elizabeth Ross, Code Enforcement Aide

Article Number: 70062760000005793213

EXHIBIT NO. E⁴

7006 2760 0000 0579 3213

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

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

OFFICIAL USE

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

Postmark
Here

**Ernest L Merrill
 Mary Merrill
 43422 Dessie Way
 Hemet, CA 92544
 CV0904701 APN: 549**

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

**Ernest L Merrill
 Mary Merrill
 43422 Dessie Way
 Hemet, CA 92544
 CV0904701 APN: 549**

2. Article Number
 (Transfer from service label)

7006 2760 0000 0579 3213

PS Form 3811, August 2001 Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]*

B. Received by (Printed Name) *Mary Ann Hodge*

C. Date of Delivery *AUG 24 2009*

D. Is delivery address different from item 1? ☐ Yes ☒ No

If YES, enter delivery address below:

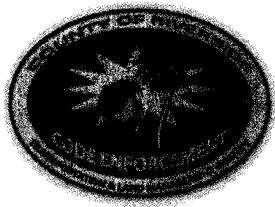
☐ Agent ☒ Addressee

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

4. Restricted Delivery? (Extra Fee) ☐ Yes ☒ No

102595-02-M-1540

EXHIBIT NO. ES



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

NOTICE OF VIOLATION

November 24, 2010

Wells Fargo Home Mortgage
3601 Minnesota Dr
Bloomington, MN 55435

RE CASE NO: CV0904701 at 43422 DESSIE WAY, in the community of HEMET, California, Assessor's Parcel Number 549-223-008

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 43422 DESSIE WAY, in the community of HEMET California, Assessor's Parcel Number 549-223-008, is in violation of Section(s) RCC Section No. 17.12.040 (Ord. 348) , 8.120.010 (Ord. 541), of the Riverside County Code.

Said violation is described as:

- 1) 17.12.040 (Ord. 348) - All outdoor storage is required to conform to the standards provided in the permitted uses for the size and type of property.
- 2) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.

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

- 1) Remove or reduce all outside storage to zero.
- 2) Remove all rubbish and dispose of it in an approved, legal landfill.

COMPLIANCE MUST BE COMPLETED BY December 22, 2010. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

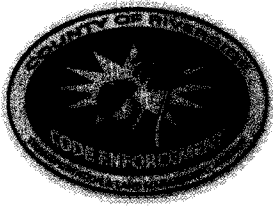
NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$109.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

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

CODE ENFORCEMENT DEPARTMENT

By: R Ryder, Code Enforcement Officer

EXHIBIT NO. E6



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

NOTICE OF VIOLATION

November 24, 2010

Fidelity National Title Insurance Company
601 Riverside Avenue
Jacksonville, FL 32204

RE CASE NO: CV0904701 at 43422 DESSIE WAY, in the community of HEMET, California, Assessor's Parcel Number 549-223-008

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 43422 DESSIE WAY, in the community of HEMET California, Assessor's Parcel Number 549-223-008, is in violation of Section(s) RCC Section No. 17.12.040 (Ord. 348) , 8.120.010 (Ord. 541), of the Riverside County Code.

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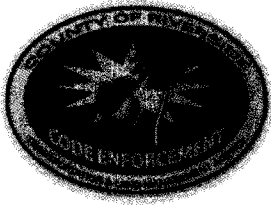
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YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.

CODE ENFORCEMENT DEPARTMENT

By: R Ryder, Code Enforcement Officer

EXHIBIT NO. E⁷



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

NOTICE OF VIOLATION

November 24, 2010

ERNEST L MERRILL / MARY R MERRILL
43422 DESSIE WAY
HEMET, CA. 92544

RE CASE NO: CV0904701 at 43422 DESSIE WAY, in the community of HEMET, California, Assessor's Parcel Number 549-223-008

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 43422 DESSIE WAY, in the community of HEMET California, Assessor's Parcel Number 549-223-008, is in violation of Section(s) RCC Section No. 17.12.040 (Ord. 348) , 8.120.010 (Ord. 541), of the Riverside County Code.

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- 2) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.

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

- 1) Remove or reduce all outside storage to zero.
- 2) Remove all rubbish and dispose of it in an approved, legal landfill.

COMPLIANCE MUST BE COMPLETED BY December 22, 2010. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

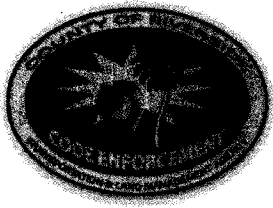
NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$109.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

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

CODE ENFORCEMENT DEPARTMENT

By: R Ryder, Code Enforcement Officer

EXHIBIT NO. E8



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

NOTICE OF VIOLATION

November 24, 2010

Occupant
43422 DESSIE WAY
HEMET, CA 92544

RE CASE NO: CV0904701 at 43422 DESSIE WAY, in the community of HEMET, California, Assessor's Parcel Number 549-223-008

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 43422 DESSIE WAY, in the community of HEMET California, Assessor's Parcel Number 549-223-008, is in violation of Section(s) RCC Section No. 17.12.040 (Ord. 348) , 8.120.010 (Ord. 541), of the Riverside County Code.

Said violation is described as:

- 1) 17.12.040 (Ord. 348) - All outdoor storage is required to conform to the standards provided in the permitted uses for the size and type of property.
- 2) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.

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

- 1) Remove or reduce all outside storage to zero.
- 2) Remove all rubbish and dispose of it in an approved, legal landfill.

COMPLIANCE MUST BE COMPLETED BY December 22, 2010. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

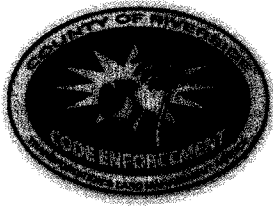
NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$109.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

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

CODE ENFORCEMENT DEPARTMENT

By: R Ryder, Code Enforcement Officer

EXHIBIT NO. E9



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

NOTICE OF VIOLATION

November 24, 2010

Wells Fargo Home Mortgage
2017 Well Fargo Way
Minneapolis, MN 55409

RE CASE NO: CV0904701 at 43422 DESSIE WAY, in the community of HEMET, California, Assessor's Parcel Number 549-223-008

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 43422 DESSIE WAY, in the community of HEMET California, Assessor's Parcel Number 549-223-008, is in violation of Section(s) RCC Section No. 17.12.040 (Ord. 348), 8.120.010 (Ord. 541), of the Riverside County Code.

Said violation is described as:

- 1) 17.12.040 (Ord. 348) - All outdoor storage is required to conform to the standards provided in the permitted uses for the size and type of property.
- 2) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.

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

- 1) Remove or reduce all outside storage to zero.
- 2) Remove all rubbish and dispose of it in an approved, legal landfill.

COMPLIANCE MUST BE COMPLETED BY December 22, 2010. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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

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

CODE ENFORCEMENT DEPARTMENT

By: R Ryder, Code Enforcement Officer

EXHIBIT NO. E¹⁰



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

PROOF OF SERVICE

Case No. CV0904701

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

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

That on November 24, 2010, I served the following documents(s):

NOTICE RE: Notice of Violation

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

ERNEST L MERRILL / MARY R MERRILL 43422 DESSIE WAY, HEMET, CA. 92544
OCCUPANT 43422 DESSIE WAY, HEMET, CA 92544
Wells Fargo Home Mortgage 2017 Well Fargo Way, Minneapolis, MN 55409
Wells Fargo Home Mortgage 3601 Minnesota Dr, Bloomington, MN 55435
Fidelity National Title Insurance Company 601 Riverside Avenue, Jacksonville, FL 32204

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

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

EXECUTED ON November 24, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

Elizabeth Ross
By: Elizabeth Ross, Code Enforcement Aide

EXHIBIT NO. E11

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

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

Postmark
Here

ERNEST L MERRILL / MARY R MERRILL
43422 DESSIE WAY
HEMET, CA. 92544
Cv09-04701 APN: 549

PS Form 3800, August 2005

See Reverse for Instructions

EXHIBIT NO.

E¹²

[Home](#) | [Help](#) | [Sign In](#)[Track & Confirm](#)[FAQs](#)

Track & Confirm

Search Results

Label/Receipt Number: 7009 2250 0001 9042 0289
Status: **Delivered**

Your item was delivered at 4:52 pm on November 30, 2010 in HEMET, CA 92544. A proof of delivery record may be available through your local Post Office for a fee.

Additional information for this item is stored in files offline.

Track & Confirm

Enter Label/Receipt Number.

[Go >](#)

[Restore Offline Details >](#) [?](#)

[Return to USPS.com Home >](#)

[Site Map](#)[Customer Service](#)[Forms](#)[Gov't Services](#)[Careers](#)[Privacy Policy](#)[Terms of Use](#)[Business Customer Gateway](#)

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No FEAR Act EEO Data

FOIA

USPS is an Equal Opportunity Employer
Minority/Disabled

USPS is an Equal Opportunity Employer
Minority/Disabled

EXHIBIT NO. _____

E^B

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

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

OFFICIAL USE

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

Postmark
Here

Occupant
43422 DESSIE WAY
HEMET, CA 92544
Cv09-04701 APN: 549

PS Form 3800, August 2006

See Reverse for Instructions

7009 2250 0001 9042 0296

EXHIBIT NO.

E^H

[Home](#) | [Help](#) | [Sign In](#)[Track & Confirm](#)[FAQs](#)

Track & Confirm

Search Results

Label/Receipt Number: 7009 2250 0001 9042 0296
Status: **Delivered**

Your item was delivered at 4:52 pm on November 30, 2010 in HEMET, CA 92544. A proof of delivery record may be available through your local Post Office for a fee.

Additional information for this item is stored in files offline.

Track & Confirm

Enter Label/Receipt Number.

[Go >](#)

[Restore Offline Details >](#) [?](#)

[Return to USPS.com Home >](#)

[Site Map](#)[Customer Service](#)[Forms](#)[Gov't Services](#)[Careers](#)[Privacy Policy](#)[Terms of Use](#)[Business Customer Gateway](#)

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No FEAR Act EEO Data

FOIA

United States Postal Service
Privacy Policy

United States Postal Service
Privacy Policy

EXHIBIT NO. _____

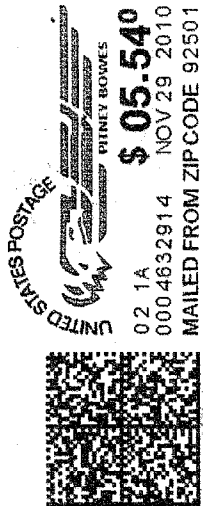
E15

COUNTY OF RIVERSIDE
CODE ENFORCEMENT DEPARTMENT
39494 LOS ALAMOS RD, SUITE A
MURRIETA, CA 92563

CERTIFIED MAIL™



7009 2250 0001 9042 0319



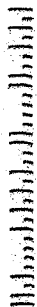
REC'D DEC 23 2010

Wells Fargo Home Mortgage
3601 Minnesota Dr
Bloomington, MN 5

NIXIE 553 4E 1 05 12/19/10
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 92563

*2904-07592-29-42



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

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

OFFICIAL USE

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

Postmark
Here

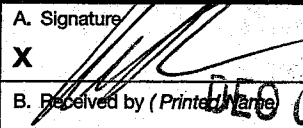
Wells Fargo Home Mortgage
3601 Minnesota Dr
Bloomington, MN 55435
Cv09-04701 aPN: 549

PS Form 3800, August 2000

EXHIBIT NO. E16

7009 2250 0001 9042 0302

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	Postmark Here
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Wells Fargo Home Mortgage 2017 Well Fargo Way Minneapolis, MN 55409 Cv09-04701 APN: 549	
PS Form 3800, August 2006	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none">■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.■ Print your name and address on the reverse so that we can return the card to you.■ Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee
1. Article Addressed to: REC'D DEC 06 2010	B. Received by (Printed Name) DEG 02 2010 C. Date of Delivery
2. Article Number (Transfer from service label) 7009 2250 0001 9042 0302	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
Wells Fargo Home Mortgage 2017 Well Fargo Way Minneapolis, MN 55409 Cv09-04701 APN: 549	Mail <input type="checkbox"/> Express Mail d <input type="checkbox"/> Return Receipt for Merchandise Mail <input type="checkbox"/> C.O.D.
3. Article Number (Transfer from service label)	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes

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

EXHIBIT NO. E17

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

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

OFFICIAL USE

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

Fidelity National Title Insurance Company
 601 Riverside Avenue
 Jacksonville, FL 32204
 Cv09-04701 APN: 549

PS Form 3800, August 2006

See Reverse for Instructions

7009 2250 0001 9042 0326

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

REC'D DEC 10 2010

Fidelity National Title Insurance Company
 601 Riverside Avenue
 Jacksonville, FL 32204
 Cv09-04701 APN: 549

COMPLETE THIS SECTION ON DELIVERY

A. Signature Bernadette L. [Signature] ☐ Agent ☒ Addressee

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

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

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
 (Transfer from service label)

7009 2250 0001 9042 0326

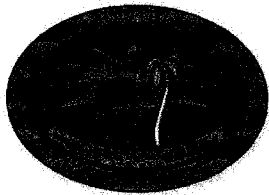
PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

EXHIBIT NO.

E18



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

FIELD NOTICE OF VIOLATION

March 23, 2011

ERNEST L MERRILL / MARY R MERRILL
43422 DESSIE WAY
HEMET, CA. 92544

RE CASE NO: CV0904701 at 43422 DESSIE WAY, in the community of HEMET, California, Assessor's Parcel Number 549-223-008

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 43422 DESSIE WAY, in the community of HEMET California, Assessor's Parcel Number 549-223-008, is in violation of Section(s) RCC Section No. 17.12.040 (Ord. 348) , 8.120.010 (Ord. 541), of the Riverside County Code.

Said violation is described as:

- 1) 17.12.040 (Ord. 348) - All outdoor storage is required to conform to the standards provided in the permitted uses for the size and type of property.
- 2) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.

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

- 1) Remove or reduce all outside storage to zero.
- 2) Remove all rubbish and dispose of it in an approved, legal landfill.

COMPLIANCE MUST BE COMPLETED BY April 22, 2011. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$119.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

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

Service _____ By: Y Posted _____ Property _____ Owner _____ Tenant _____
Signed: _____ Print: _____ Date: _____
(Please SIGN your name here) (Please PRINT your name here)
CDL/CID#: _____ DOB: _____ Daytime Phone #: _____

CODE ENFORCEMENT DEPARTMENT
By: Michael Sanders, Sr. Code Enforcement Officer

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

EXHIBIT NO. ER

**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

AFFIDAVIT OF POSTING OF NOTICES

March 23, 2011

RE CASE NO: CV0904701

I, Michael Sanders, hereby declare:

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

That on March 23, 2011 at 10:42 AM, I securely and conspicuously posted Notice of Violation at the property described as:

Property Address: 43422 DESSIE WAY, HEMET

Assessor's Parcel Number: 549-223-008

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

Executed on March 23, 2011 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

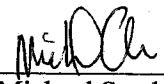

By: Michael Sanders, Sr. Code Enforcement Officer

EXHIBIT NO. E²⁰

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

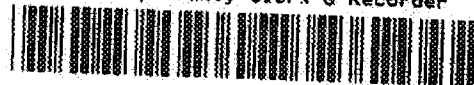
DOC # 2011-0138904

03/30/2011 08:00A Fee: NC

Page 1 of 1

Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder

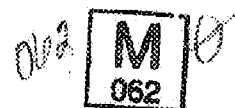


NOTICE OF NONCOMPLIANCE

In the matter of the Property of

Ernest L. Merrill
Mary R. Merrill

Case No.: CV09-04701



NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 541, (RCC Title 8.120.010) described as Accumulated Rubbish. Riverside County Ordinance No. 348, (RCC Title 17.12.040) described as Excessive Outside Storage. Such Proceedings are based upon the noncompliance of such real property, located at 43422 Dessie Way, Hemet, CA, and more particularly described as Assessor's Parcel Number 549-223-008 and having a legal description of 0.16 Acres, MB 74/42, TR 4460-1, LOT 30, Records of Riverside County, with the requirements of Ordinance No. 541 (RCC Title 8.120.010), Ordinance No. 348 (RCC Title 17.12.040).

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

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

COUNTY OF RIVERSIDE
DEPARTMENT OF CODE ENFORCEMENT

By:

Hector Viray
Hector Viray
Code Enforcement Department

ACKNOWLEDGEMENT

State of California)
County of Riverside)

On 03/27/11 before me, Elizabeth B. Ross, Notary Public, personally appeared Hector Viray, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Elizabeth B. Ross
Commission #1838743 Comm. Expires March 12, 2013

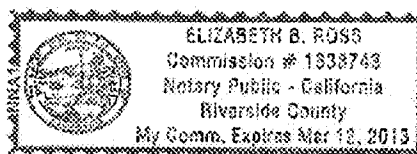


EXHIBIT NO. E-21

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

May 31, 2011

NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS
AND
ABATE PUBLIC NUISANCE

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

Case No.: CV09-04701
APN: 549-223-008; MERRILL
Property: 43422 Dessie Way, Hemet

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 348 and 541 (RCC Titles 17 & 8) and 725 (RCC Title 1) to consider the abatement of the excessive outside storage and accumulated rubbish located on the SUBJECT PROPERTY described as 43422 Dessie Way, Hemet, **Riverside County, California**, and more particularly described as Assessor's Parcel Number 549-223-008.

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

SAID HEARING will be held on **Tuesday, June 14, 2011, at 9:30 a.m.** in the Board of Supervisors Room, County Administrative Center, 4080 Lemon Street, 1st Floor Annex, Riverside, California at which time and place pertinent evidence will be received and/or testimony from all concerned parties will be heard. Failure to appear on your behalf will result in the exclusion of your testimony, and facts as known to the Code Enforcement Department ("Department") will be presented to the Board of Supervisors for consideration and deliberation in this matter.

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

You are encouraged to contact Supervising Code Enforcement Officer Hector Viray at (951) 600-6140 or the undersigned prior to the hearing. Please meet the undersigned and Brian Black, Supervising Code Enforcement Officer, at 8:30 a.m. on the day of the hearing in the lobby of the 1st floor annex in front of the Clerk of the Board's Office to discuss the case.

PAMELA J. WALLS
Riverside County Counsel

Raymond M. Martin for
L. Alexandra Fong
Deputy County Counsel

EXHIBIT NO. 6

NOTICE LIST

Subject Property: 43422 Dessie Way, Hemet; Case No.: CV09-04701;
APN: 549-223-008; District 3

ERNEST L. MERRILL, TRUSTEE
MARY R. MERRILL, TRUSTEE
43422 DESSIE WAY
HEMET, CA 92544

WELLS FARGO HOME MORTGAGE
PO BOX 5137
DES MOINES, IA 50306-5137

CARMEL FINANCIAL CORP
101 E. CARMEL DR. #200
CARMEL, IN 46032

EXHIBIT NO. _____

6²

1 **PROOF OF SERVICE**

2 Case No. CV09-04701

3 STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

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

6 That on May 31, 2011, I served the following document(s):

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

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

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

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

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

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

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

19 EXECUTED ON May 31, 2011, at Riverside, California.

20 
21 BRENDA PEELER

22
23
24
25
26
27
28 **EXHIBIT NO.** 6³



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

AFFIDAVIT OF POSTING OF NOTICES

June 1, 2011

RE CASE NO: CV0904701

I, Anita Bustillos, hereby declare:

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

That on 6/01/2011 at 10:36 a.m., I securely and conspicuously posted Notice to Correct County Ordinance Violations and Abate Public Nuisance at the property described as:

Property Address: 43422 DESSIE WAY, HEMET

Assessor's Parcel Number: 549-223-008

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

Executed on June 1, 2011 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Anita Bustillos, Code Enforcement Technician

EXHIBIT NO. 6⁴



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

Lot Book Report

Order Number: **22889**

Customer:

RIVERSIDE COUNTY TLMA-CODE INFORCEMENT

4080 Lemon Street

Riverside

CA 92501

Attn: Brent Steele

Reference: CV09-04701/E.Ross

IN RE: MERRIL, ERNEST L

Order Date: 11/3/2010

Dated as of: 11/4/2010

County Name: Riverside

FEE(s):

Report: \$120.00

Property Address: 43422 Dessie Way

Hemet

CA 92544

Assessor's Parcel No. : 549-223-008-7

Assessments:

Land Value:	\$30,965.00
Improvement Value:	\$20,786.00
Exemption Value:	\$51,751.00
Total Value:	\$0.00

Tax Information

Property Taxes for the Fiscal Year	2010-2011
First Installment	\$44.84
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 12/10/2010)
Second Installment	\$44.84
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2011)