

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

614B



FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
October 20, 2011

SUBJECT: Abatement of Public Nuisance [Excess Outside Storage & Accumulated Rubbish]
Case Nos.: CV10-03159 [TORRES]
Subject Property: 43823 D Street, Hemet; APN: 549-161-025
District: Three

RECOMMENDED MOTION: Move that:

1. The excess outside storage of materials and accumulation of rubbish on the real property located at 43823 D Street, Hemet, Riverside County, California, APN: 549-161-025 be declared a public nuisance and a violation of Riverside County Ordinance Nos. 348 and 541 (Riverside County Code Title 17 and 8).
2. The Estate of Ludim Torres, Decedent, the owner 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)

[Signature]
PATRICIA MUNROE, Deputy County Counsel
for PAMELA J. WALLS, County Counsel

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

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

C.E.O. RECOMMENDATION: APPROVE

BY: *Michael R. Shetler for Tina Grande*
Michael R. Shetler

County Executive Office Signature

- Policy
- Policy
- Consent
- Consent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, 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: November 1, 2011
xc: Co. Co., CED, Prop. Owner, Sheriff

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

Prev. Agn. Ref.: | **District:** 3 | **Agenda Number:**

9.2

Dept Recomm.:
Per Exec. Ofc.:

Departmental Concurrence

3. If the owner of the real property does not take the above described action within ninety (90) days of the date of the Board's Order to Abate, that representatives of the Code Enforcement Department, Sheriff's Department, and/or a contractor, upon consent 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 June 15, 2010.
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: green woody waste, plastic barrels, tools, parts, tires, materials, hardware, furniture, machinery and scrap wood.
3. Subsequent follow up inspections of the above-described real property on June 29, 2010, September 21, 2010, October 13, 2010, November 22, 2010, December 20, 2010, January 13, 2011 and October 4, 2011, revealed that the property continued to be in violation of Riverside County Ordinance Nos. 348 and 541.
4. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for the removal of excess outside storage and accumulated rubbish.

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

3 IN RE ABATEMENT OF PUBLIC NUISANCE) CASE NO. CV 10-03159
4 [EXCESS OUTSIDE STORAGE AND)
5 ACCUMULATED RUBBISH] APN: 549-161-025,) DECLARATION OF OFFICER
6 43823 D STREET, HEMET, COUNTY OF) ROY RYDER
7 RIVERSIDE, STATE OF CALIFORNIA; THE)
8 ESTATE OF LUDIM TORRES, DECEDENT,) [R.C.O. NO. 348, R.C.C. Title 17,
9 OWNER.) R.C.O. NO. 541, R.C.C. Title 8]
10)
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28)

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

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

14 2. Based on information and belief which I believe to be true, on June 15, 2010, Senior
15 Officer Michael Sanders conducted an initial inspection of the real property described as 43823 D Street,
16 Hemet, Riverside County, California and further described as Assessor's Parcel Number 549-161-025
17 (hereinafter referred to as "THE PROPERTY"). A true and correct copy of a Thomas Brothers map
18 indicating the location of THE PROPERTY is attached hereto as Exhibit "A."

19 3. A review of County records and documents disclosed that THE PROPERTY is owned by
20 The Estate of Ludim Torres, Decedent (hereinafter referred to as "OWNER"). A certified copy of the
21 County Equalized Assessment Roll for the year 2010-2011 and a copy of the report generated from the
22 County Geographic Information System ("GIS") is attached hereto and incorporated herein by reference
23 as Exhibit "B." THE PROPERTY is located within the R-R (Rural Residential) zone classification and
24 allows no outside storage on THE PROPERTY. THE PROPERTY is approximately .16 acres.

25 4. Based upon the Lot Book Reports issued by RZ Title Service on October 11, 2010 and
26 updated on March 31, 2011, it is determined that other parties potentially hold a legal interest in THE
27 PROPERTY to wit: Accredited Home Lenders, Inc., MTC Financial, Inc., dba Trustee Corps,
28 Wachovia Bank, NA and Lake Hemet Municipal Water District ("INTERESTED PARTIES"). True

1 and correct copy of portions of the Lot Book Reports which identify these INTERESTED PARTIES are
2 attached hereto as Exhibit "C" and are incorporated herein by reference.

3 5. Based on information and belief which I believe to be true, on June 15, 2010, Senior
4 Code Enforcement Officer Michael Sanders drove to THE PROPERTY to conduct an inspection. From
5 the road right of way, he observed THE PROPERTY in a condition which led him to believe THE
6 PROPERTY was vacant. THE PROPERTY was open and accessible. He observed a door to the
7 residence was wide open and the residence appeared to be abandoned. He observed accumulated
8 rubbish and excess outside storage on THE PROPERTY. Using the pacing method measurement, he
9 estimated the commingled accumulated rubbish and excess outside storage to be five hundred fifty four
10 (554) square feet which consisted of but not limited to: green woody waste, plastic barrels, tools, parts,
11 tires, materials, hardware, furniture, machinery and scrap wood.

12 6. As a result of the excess outside storage of materials and accumulated rubbish, THE
13 PROPERTY constituted a public nuisance in violation of the provisions set forth in Riverside County
14 Ordinance ("RCO") No. 348 as codified in Riverside County Code ("RCC") Title 17 and RCO No. 541,
15 as codified in RCC Title 8.

16 7. On June 15, 2010, a Notice of Violation for the excess outside storage of materials and
17 accumulated rubbish was posted on THE PROPERTY.

18 8. On June 16, 2010, a Notice of Violation was mailed to OWNER by certified mail with
19 return receipt requested.

20 9. OWNER was offered the opportunity to submit an application for assistance for a
21 Community Development Block Grant (CDBG) but failed to follow through with the process.

22 10. On September 21, 2010 and October 13, 2010, Senior Code Enforcement Officer Michael
23 Sanders conducted follow-up inspections of THE PROPERTY and found that the accumulation of
24 rubbish and excess outside storage remained.

25 11. On October 21, 2010, Notices of Violation were mailed via certified mail with return
26 receipt requested to INTERESTED PARTIES.

27 12. On November 22, 2010, December 20, 2010 and January 13, 2011, I went to THE
28 PROPERTY for follow-up inspections. From the road right of way, I observed that violations

1 remained.

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

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

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

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

13 17. A Notice of Non-Compliance was recorded in the Office of the County Recorder, County
14 of Riverside, State of California, on October 20, 2010, as Instrument Number 2010-0502737. A true and
15 correct copy of which is attached hereto and incorporated herein by reference as Exhibit "F."

16 18. On October 4, 2011, I conducted a follow-up inspection on THE PROPERTY.

17 19. "Notice to Correct County Ordinance Violations and Abate Public Nuisance" providing
18 notification of the Board of Supervisors' hearing, as required by Riverside County Ordinance No. 725,
19 was mailed to OWNER and INTERESTED PARTIES. True and correct copies of the notice, proof of
20 service, and the affidavit of posting of notices are attached hereto as Exhibit "G" and incorporated
21 herein by reference.

22 20. The removal of all outside storage of materials and the removal of accumulated rubbish
23 currently on THE PROPERTY is required to bring THE PROPERTY into compliance with Riverside
24 County Ordinance Nos. 348, 541 and the Health and Safety Code. Given the size of the parcel and the
25 zoning classification, no amount of outside storage is allowed on THE PROPERTY under RCO No.
26 348. Under RCO No. 541, no amount of rubbish is allowed to be accumulated on THE PROPERTY.


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

28 (a) the outside storage of materials and accumulated rubbish on THE

1 PROPERTY be deemed and declared a public nuisance; and
2 (b) the OWNER or whoever have possession or control of THE PROPERTY be
3 required to remove all outside storage of materials and accumulated rubbish on THE PROPERTY in
4 accordance with the provisions of RCO Nos. 348 and 541.
5 (c) that if the materials and rubbish are not removed and disposed of in strict
6 accordance with all Riverside County Ordinances, including but not limited to Riverside County
7 Ordinance Nos. 348 and 541, within ninety (90) days of the date of the Order to Abate Nuisance, the
8 outside storage of materials and accumulated rubbish may be abated and disposed of by representatives
9 of the Riverside County Code Enforcement Department, a contractor or Sheriff's Department.
10 (d) that reasonable costs of abatement, after notice and opportunity for hearing, shall
11 be imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE
12 PROPERTY pursuant to Government Code Section 25845 and Riverside County Ordinance Nos. 348
13 and 725.

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

16 Executed this 04th day of October, 2011, at Murder, California.

17 
18 _____
19 ROY RYDER
20 Code Enforcement Officer
21 Code Enforcement Department

22
23 L:\Code Enforcement\Abatements\2011\2010\CA 10-03159\348 & 541 Dec.DOC

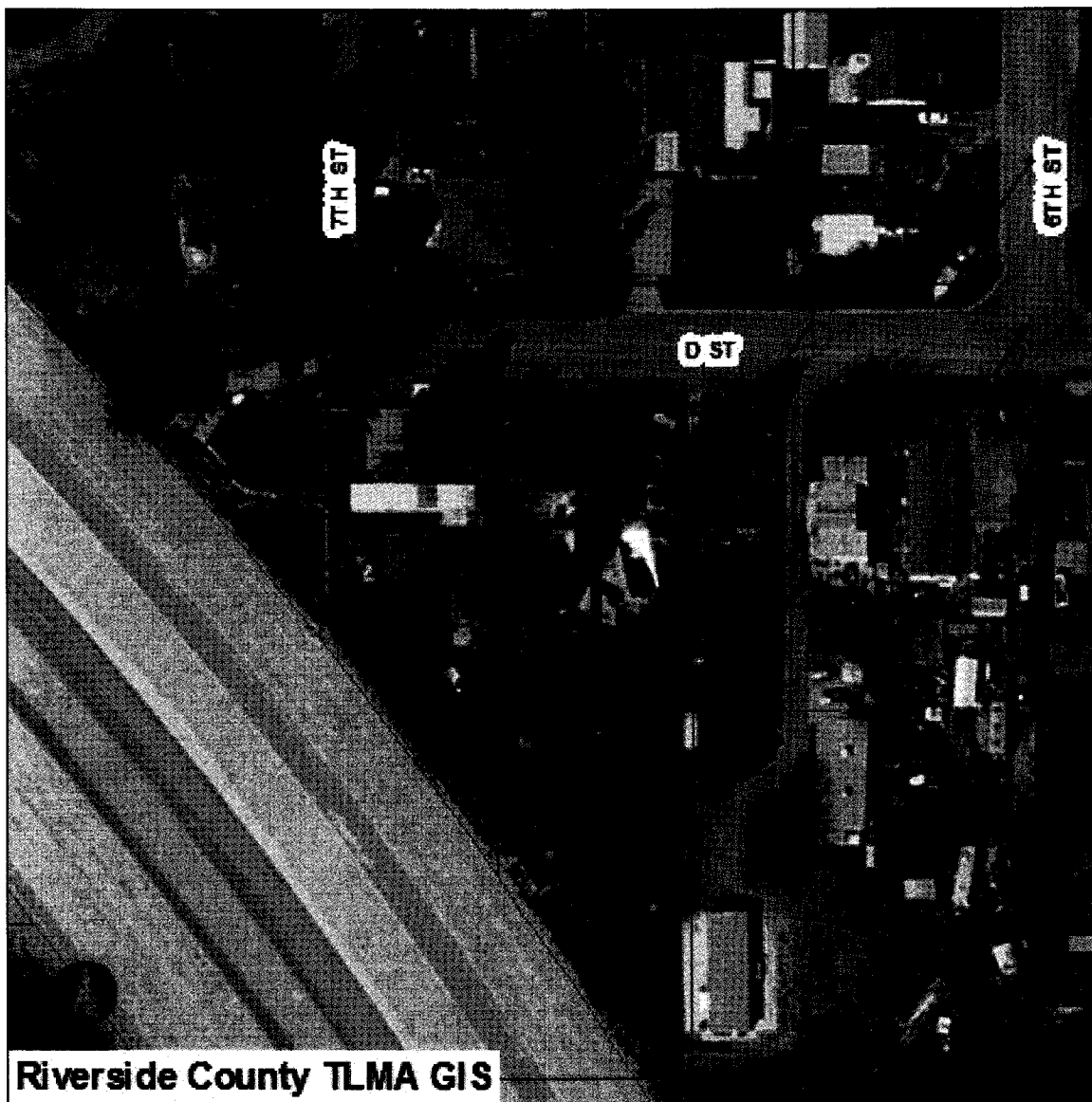
Assessment Roll For the 2010-2011 Tax Year as of January 1, 2010

Assessment #549161025-1		Parcel # 549161025-1	
Assessee:	TORRES LUDIM	Land	19,627
Mail Address:	43823 D ST HEMET CA 92544	Structure	45,827
Real Property Use Code:	R1	Full Value	65,454
Base Year	1983	Total Net	65,454
Conveyance Number:	0455794		
Conveyance (mm/yy):	6/2003		
TRA:	71-024		
Taxability Code:	0-00		
ID Data:	Lot 5 MB 005/285 TOWN OF FLORIDA		
Situs Address:	43823 D ST HEMET CA 92544		

View Parcel Map

EXHIBIT NO. B

RIVERSIDE COUNTY GIS



Selected parcel(s):
549-161-025

IMPORTANT

Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

STANDARD REPORT

APNs
549-161-025-1

OWNER NAME / ADDRESS
LUDIM TORRES
43823 D ST
HEMET, CA. 92544

MAILING ADDRESS
(SEE OWNER)
43823 D ST
HEMET CA.. 92544

EXHIBIT NO. B2

LEGAL DESCRIPTION

RECORDED BOOK/PAGE: MB 5/285 SD
SUBDIVISION NAME: TOWN OF FLORIDA
LOT/PARCEL: 5, BLOCK:
TRACT NUMBER: NOT AVAILABLE

LOT SIZE

RECORDED LOT SIZE IS 0.16 ACRES

PROPERTY CHARACTERISTICS

WOOD FRAME, 1251 SQFT., 2 BDRM/ 1 BATH, 1 STORY, CONST'D 1953 COMPOSITION, ROOF

THOMAS BROS. MAPS PAGE/GRID

PAGE: 812 GRID: A7

CITY BOUNDARY/SPHERE

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

MARCH JOINT POWERS AUTHORITY

NOT IN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY

INDIAN TRIBAL LAND

NOT IN A TRIBAL LAND

SUPERVISORIAL DISTRICT (ORD. 813)

JEFF STONE, DISTRICT 3

TOWNSHIP/RANGE

T5SR1E SEC 8

ELEVATION RANGE

1770 FEET

PREVIOUS APN

549-161-019

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

ZONING CLASSIFICATIONS (ORD. 348)

R-R

ZONING DISTRICTS AND ZONING AREAS

BAUTISTA AREA

ZONING OVERLAYS

NOT IN A ZONING OVERLAY

SPECIFIC PLANS

NOT WITHIN A SPECIFIC PLAN

AGRICULTURAL PRESERVE

NOT IN AN AGRICULTURAL PRESERVE

REDEVELOPMENT AREAS

NOT IN A REDEVELOPMENT AREA

AIRPORT INFLUENCE AREAS

NOT IN AN AIRPORT INFLUENCE AREA

NOT IN AN AIRPORT COMPATIBILITY ZONE

ENVIRONMENTAL

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

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

WRMSHCP (WESTERN RIVERSIDE COUNTY MULTI-SPECIES HABITAT CONSERVATION PLAN) CELL GROUP
U'

WRMSHCP CELL NUMBER
3613

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

VEGETATION (2005)
Developed/Disturbed Land

FIRE

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

FIRE RESPONSIBILITY AREA
NOT IN A FIRE RESPONSIBILITY AREA

DEVELOPMENT FEES

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

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

ROAD & BRIDGE DISTRICT
NOT IN A DISTRICT

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

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

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

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

DEVELOPMENT AGREEMENTS
NOT IN A DEVELOPMENT AGREEMENT AREA

TRANSPORTATION

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

ROAD BOOK PAGE
112B

TRANSPORTATION AGREEMENTS
NOT IN A TRANSPORTATION AGREEMENT

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

HYDROLOGY

FLOOD PLAIN REVIEW

THIS PARCEL MAY BE SUBJECT TO A FLOOD MANAGEMENT REVIEW. CONTACT THE FLOOD PLAIN MANAGEMENT SECTION AT (951) 955-1200.

WATER DISTRICT

EMWD

FLOOD CONTROL DISTRICT

RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

WATERSHED

SAN JACINTO VALLEY

GEOLOGIC

FAULT ZONE

NOT IN A FAULT ZONE

FAULTS

NOT WITHIN A 1/2 MILE OF A FAULT

LIQUEFACTION POTENTIAL

MODERATE

SUBSIDENCE

SUSCEPTIBLE

PALEONTOLOGICAL SENSITIVITY

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.

MISCELLANEOUS

SCHOOL DISTRICT

HEMET UNIFIED

COMMUNITIES

VALLE VISTA

COUNTY SERVICE AREA

NOT IN A COUNTY SERVICE AREA.

LIGHTING (ORD. 655)

ZONE B, 26.94 MILES FROM MT. PALOMAR OBSERVATORY

2000 CENSUS TRACT

043703

FARMLAND

URBAN-BUILT UP LAND

TAX RATE AREAS

071-024

- COUNTY FREE LIBRARY
- 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
- METRO WATER EAST 1301999
- MT SAN JACINTO JUNIOR COLLEGE
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION

- SAN JACINTO BASIN RESOURCE CONS
- SAN JACINTO VALLEY CEMETERY
- VALLEY HEALTH SYSTEM HOSP DIST
- VALLEY WIDE REC & PARK

SPECIAL NOTES

NO SPECIAL NOTES

CODE COMPLAINTS

Case #	Description	Start Date
CV0904692	VEHICLE ABATEMENT	Jun. 29, 2009
CV1003159	ABATEMENT	Apr. 20, 2010
CV1004860	ABATEMENT	Jun. 15, 2010
CV1004861	NEIGHBORHOOD ENFORCEMENT	Jun. 15, 2010

REPORT PRINTED ON... Mon Nov 01 14:44:51 2010
Version 100826



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: CV10-03159 / Brenda Peeler
 IN RE: TORRES, LUDIM

Property Address: Vacant Land

CA

Order Number: **23296**

Order Date: 3/31/2011

Dated as of: 3/23/2011

County Name: Riverside

FEE(s):
 Report: \$60.00

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

All exceptions are as follows:

Assessor's Parcel No. : 549-161-025-1

Assessments:	Land Value:	\$19,627.00
	Improvement Value:	\$45,827.00
	Exemption Value:	\$0.00
	Total Value:	\$65,454.00

Property Taxes for the Fiscal Year	2010-2011
First Installment	\$386.46
Penalty	\$38.62
Status	PAID (PAID THRU 01/31/2011)
Second Installment	\$386.46
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2011)

Notice of Non-Compliance filed by	County of Riverside Department of Code Enforcement
In the matter of the property of	Ludim Torres
Case No.	CV09-04692
Recorded	10/20/2010



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

Order Number: 23296
Reference: CV10-03159 / Bre

Document No.	2010-0502735
Notice of Non-Compliance filed by	County of Riverside Department of Code Enforcement
In the matter of the property of	Ludim Torres
Case No.	CV10-03159
Recorded	10/20/2010
Document No.	2010-0502737
Notice of Default Recorded	01/19/2011
Document No.	2011-0027215

NO OTHER EXCEPTIONS

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



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NOTICE OF NONCOMPLIANCE

In the matter of the Property of)
Ludim Torres)

Case No.: CV09-04692



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.520, (RCC Title 10.04) described as Vehicle Abatement. Such Proceedings are based upon the noncompliance of such real property, located at 43823 D Street, Hemet, CA, and more particularly described as Assessor's Parcel Number 549-161-025 and having a legal description of 0.16 Acres, MB 5/285 SD, LOT 5, Records of Riverside County, with the requirements of Ordinance No. 520 (RCC Title 10.04).

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 10/14/10 before me, Elizabeth B. Ross, Notary Public, personally appeared Hector Viray, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

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



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

DOC # 2010-0502737

10/20/2010 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records
 County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



S	R	U	PAG						
1			1						
M	A	L	485	426	PCOR	NCOR	SMF	NCHG	EXAM
XCHGCC					T:	CTY	UNI	039	Ø

NOTICE OF NONCOMPLIANCE

In the matter of the Property of)

Ludim Torres)

Case No.: CV10-03159



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 43823 D. Street, Hemet, CA, and more particularly described as Assessor's Parcel Number 549-161-025 and having a legal description of 0.16 Acres, MB 5/285 SD, LOT 5, 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.

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COUNTY OF RIVERSIDE
 DEPARTMENT OF CODE ENFORCEMENT

By: Hector Viray
 Hector Viray
 Code Enforcement Department

ACKNOWLEDGEMENT

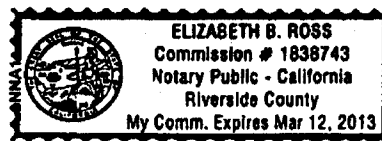
State of California)
 County of Riverside)

On 10/14/10 before me, Elizabeth B. Ross, Notary Public, personally appeared Hector Viray, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

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



APN: 549-161-025-1

Recording Requested By 304
LSI Title Company
and When Recorded Mail to:

DOC # 2011-0027215

01/19/2011 08:51A Fee:24.00

Page 1 of 3

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



MTC FINANCIAL Inc. dba Trustee Corps
17100 Gillette Ave
Irvine, CA 92614

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

Trustee Sale No: CA08000047-11-1 Title Order No: 110010065-CA-LPI

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST
IMPORTANT NOTICE**

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

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

This amount is \$5,291.14 as of January 17, 2011, and will increase until your account becomes current.

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

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

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

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

039
24-
T
039

ARCH BAY HOLDINGS, LLC - 2009B
c/o MTC FINANCIAL Inc. dba Trustee Corps
17100 Gillette Ave
Irvine, CA 92614
Phone: 949-252-8300 REF# CA08000047-11-1

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

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

NOTICE IS HEREBY GIVEN THAT:

MTC FINANCIAL Inc. dba Trustee Corps is the original Trustee, duly appointed Substituted Trustee, or acting as Agent for the Trustee or Beneficiary under a Deed of Trust dated as of June 13, 2007, executed by LUDIM TORRES, A WIDOW, as trustor, to secure obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC, as Beneficiary and ACCREDITED HOME LENDERS, INC. A CALIFORNIA CORPORATION as lender under Deed of Trust recorded June 26, 2007, as Instrument No. 2007-0413686 of the Official Records in the office of the Recorder of Riverside County, California, and is subject to the terms and conditions contained therein and that the payment has not been made of: THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON 10/01/2010 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST, ALONG WITH LATE CHARGES, PLUS FORECLOSURE COSTS AND LEGAL FEES.

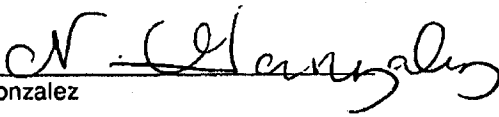
The Deed of Trust encumbers certain property more particularly described therein (the "Trust Property"), and that failed to pay payments which became due;

The Deed of Trust secures the payment of and the performance of certain obligations, including but not limited to, the obligations set forth in a promissory note(s) with a face amount of \$164,500.00, and that a breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the trustor has failed to perform obligations pursuant to or under the Note and/or the Deed of Trust, specifically: failed to pay payments which became due; and that by reason thereof, the present beneficiary under such Deed of Trust, has delivered to TRUSTEE CORPS said Trustee a Declaration and Demand for Sale, and has deposited with said duly appointed Trustee such Deed of Trust and all documents evidencing the obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the Trust Property to be sold to satisfy the obligations secured thereby.

The undersigned mortgagee, beneficiary or authorized agent for the mortgagee or beneficiary pursuant to California Civil Code § 2923.5(c) declares that the mortgagee, beneficiary or the mortgagee's or beneficiary's authorized agent has either contacted the borrower or tried with due diligence to contact the borrower as required by California Civil Code § 2923.5. Pursuant to the attached declaration incorporated herein and made a part hereof by this reference.

Date: January 17, 2011

MTC FINANCIAL Inc. dba Trustee Corps as Agent for the Beneficiary
By: LSI Title Agency, Inc., as Agent


By: Norma Gonzalez

TRUSTEE CORPS IS A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Declaration of Compliance Pursuant to California Civil Code § 2923.5
(Or Exception From) and Instructions to Trustee

Re: Notice of Default

Borrower(s): LUDIM TORRES
Property: 43823 D ST HEMET, CA 92544
Loan Servicer: Specialized Loan Servicing
Loan No: 1003259655

The undersigned beneficiary or authorized agent for the beneficiary hereby represents and declares as follows:

1. The beneficiary or beneficiary's authorized agent has contacted the borrower pursuant to, and has complied with, Civil Code § 2923.5(a)(2) (contact provision to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure"). State the date "contact" with the borrower(s) was accomplished pursuant to Civil Code § 2923.5(a)(2): / / .
2. The beneficiary or beneficiary's authorized agent has exercised due diligence to contact the borrower as required by California Civil Code § 2923.5(g) and, after waiting two weeks after the telephone call requirements of Civil Code § 2923.5(g)(2) were satisfied, the beneficiary or the beneficiary's authorized agent sent to the borrower(s), by certified mail, return receipt requested, the letter required by Civil Code § 2923.5(g)(3), which was mailed on: 11/16/2010 [State mailing date, not date on the letter].
3. The borrower has surrendered the secured property as evidenced by either a letter confirming the surrender or by delivery of the keys to the secured property to the beneficiary, the beneficiary's authorized agent or to the trustee. The surrender letter was received on / / [date]; the keys were received on: / / [date].
4. The beneficiary or beneficiary's authorized agent has evidence in its file, and reasonably believes, that the borrower has contracted with an organization, person, or entity whose primary business is advising people who have decided to leave their homes on how to extend the foreclosure process and to avoid their contractual obligations to beneficiaries.
5. The beneficiary or the beneficiary's authorized agent has verified information that, on or before the date of this declaration, the borrower(s) has filed for bankruptcy, and the proceedings have not been finalized. "Finalized" is not defined by § 2923.5(h)(3). For purposes of this Code section, trustee, foreclosure agent and/or their authorized agent define the term as either: (1) an order entered on the court's docket closing the file by the court; or (2) an order entered on the court's docket dismissing the bankruptcy case. If the beneficiary or the beneficiary's agent interprets "finalized" in another manner, please state the basis upon which the beneficiary believes that the bankruptcy has not been "finalized": _____
6. The provisions of California Civil Code § 2923.5 are not applicable to the above referenced loan due to one of the following: (1) The loan was not made from January 1, 2003 through December 31, 2007; (2) The loan is not secured by owner-occupied residential real property; (3) or the loan is a residential property but is not the residence of the borrower.

The undersigned instructs the trustee to proceed with a non-judicial foreclosure proceeding and authorizes the trustee, foreclosure agent and/or their authorized agent to sign the notice of default containing the declaration required pursuant to California Civil Code § 2923.5.

I certify under penalty of perjury under the laws of the State of California that to the best of my knowledge the above is true and correct.



Anthony Forsberg, Assistant Vice President
Specialized Loan Servicing LLC

January 5, 2011

Public Record



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

Lot Book Report

Order Number: **22836**

Customer:

RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT

4080 Lemon Street

Riverside

CA 92501

Attn: Brent Steele

Reference: CV10-03159/E. Ross

IN RE: TORRES, LUDIM

Order Date: 10/14/2010

Dated as of: 10/11/2010

County Name: Riverside

FEE(s):

Report: \$120.00

Property Address: 43823 D St.

Hemet

CA 92544

Assessor's Parcel No. : 549-161-025-1

Assessments:

Land Value:	\$19,627.00
Improvement Value:	\$45,827.00
Exemption Value:	\$0.00
Total Value:	\$65,454.00

Tax Information

Property Taxes for the Fiscal Year	2010-2011
First Installment	\$386.46
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 12/10/2010)
Second Installment	\$386.46
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2011)



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

Order Number: 22836
Reference: CV10-03159/E. R

Property Vesting

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

Dated	01/18/1983
Recorded	01/28/1983
Document No.	17778
D.T.T.	\$8.25
Grantor	Jerry Stephenson and Ellen Stephenson, husband and wife
Grantee	Oscar Torres and Ludim Torres, husband and wife as joint tenants

Affidavit - Death of	Joint Tenant/Spouse
Dated	06/05/2003
Recorded	06/20/2003
Document No.	2003-455794
Decedent	Oscar Torres
Property now vested as	Ludim Torres, a widow

Affects Property in Question and Other Property

Deeds of Trust

Position No.	2nd
A Deed of Trust Dated	06/13/2007
Recorded	06/26/2007
Document No.	2007-0413686
Amount	\$164,500.00
Trustor	Ludim Torres, a widow
Trustee	Stewart Title Guarranty
Beneficiary	Mortgage Electronic Registration Systems, Inc., acting as a nominee for Accredited Home Lenders Inc. a California Corporation



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

Order Number: 22836
Reference: CV10-03159/E. R

Assignment Dated	03/19/2009
Recorded	06/12/2009
Document No.	2009-0300276
Assigned to	Wachovia Bank, N.A.
Substitution of Trustee Recorded	06/12/2009
Document No.	2009-0300277
Trustee	Old Republic Default Management Services, a Division of Old Republic National Title Insurance Company

Additional Information

Document Type	Resolution
Document No.	2008-0488690
Recorded	09/04/2008
A Notice of Lien Recorded	07/02/2009
Document No.	2009-0340942
Amount	\$382.79
Owner	Ludim Torres
Claimant	Lake Hemet Municipal Water District

Legal Description

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

LOTS 4, 5, 8 AND 9 IN BLOCK 39 OF THE TOWN OF FLORIDA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 5, PAGE 285 OF MAPS, RECORDS OF SAN DIEGO COUNTY.

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

MAY 26 2009

SEC. 8 T.5S R.1E
POR. RAN. SAN JACINTO VIEJO

TRA 071-024
071-120
071-203

549-16
23-2

FLORIDA

TRA 071-024

AVENUE

SH-74

AVENUE

FAIRVIEW

STREET

STREET

STREET

7TH

STREET

6TH

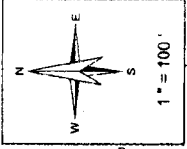
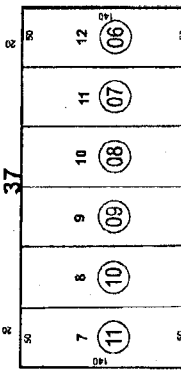
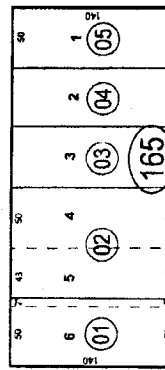
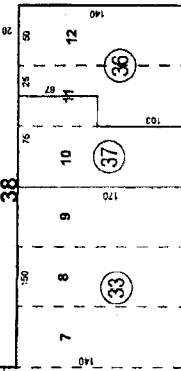
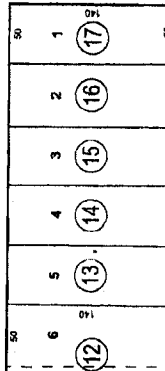
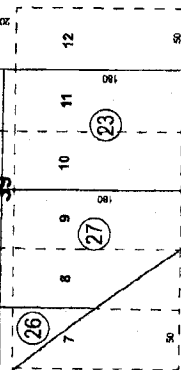
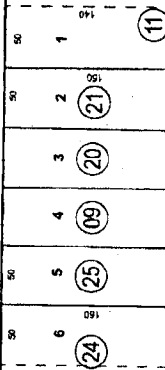
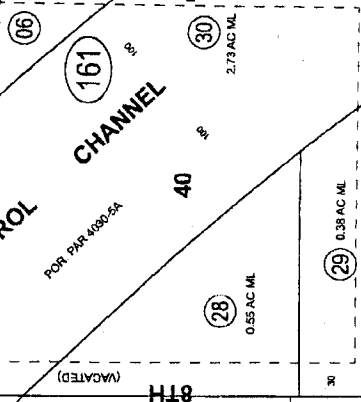
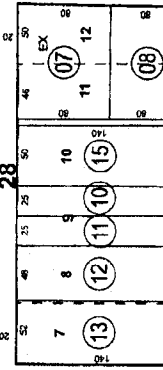
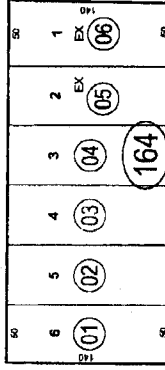
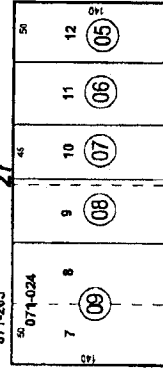
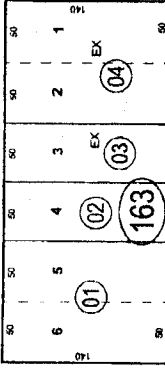
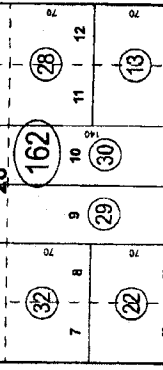
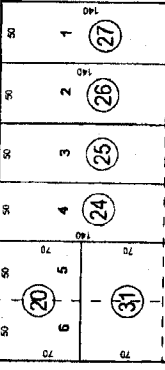
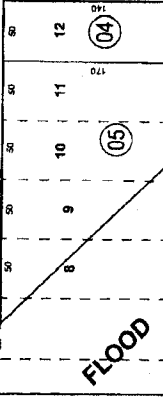
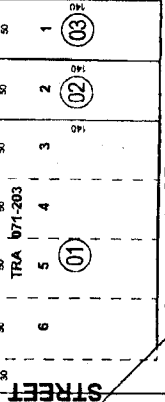
STREET

5TH

STREET

STREET

D



Date	Old Number	New Number
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01/15/03	164	164-02-15
01/15/03	164	164-03-15
01/15/03	164	164-04-15
01/15/03	164	164-05-15
01/15/03	164	164-06-15
01/15/03	164	164-07-15
01/15/03	164	164-08-15
01/15/03	164	164-09-15
01/15/03	164	164-10-15
01/15/03	164	164-11-15
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01/15/03	164	164-49-15
01/15/03	164	164-50-15

Pg 31	Pg 14	Pg 15
Pg 11		Pg 17
Pg 26	Pg 19	Pg 20

Date
RS 3152-59
LLA 1748

MBI 5 / 285 SD TOWN OF FLORIDA
April 2009



ASSESSOR'S MAP BK 549 PG 15
Riverside County, Calif
J Morgan

17778

RECORDING REQUESTED BY

AND UNLESS RECORDED MAIL THIS DEED AND UNLESS OTHERWISE SHOWN BELOW MAIL TAX STATEMENT TO:

Name: Mr. and Mrs. Oscar Torres
Street Address: 43823 "D" Street
City & State: Valle Vista, California

MAIL TAX STATEMENTS TO

Name: SAME AS ABOVE
Street Address: SAME AS ABOVE
City & State: SAME AS ABOVE

TITLE ORDER NO. _____ ESCROW NO. _____

RECEIVED FOR RECORD
AT 9:00 O'CLOCK A.M.
OF THE COUNTY OF
ORANGE COAST TITLE CO.

Book 1983, Page 17778

JAN 28 1983

Notary Public, State of Riverside County, California

William P. Rowley
Recorder

Fees \$



SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

- DOCUMENTARY TRANSFER TAX is \$ 8.25
 - 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 _____, AND

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

JERRY STEPHENSON and ELLEN STEPHENSON,
husband and wife
hereby GRANT(s) to OSCAR TORRES and LUDIM TORRES,
husband and wife as joint tenants

the following described real property in the
County of Riverside, State of California:

Lots 4, 5, 8 and 9 in Block 39 of the Town of Florida, as shown by map on file in
Book 5, page 285 of maps, San Diego County Records.

EXCEPTING therefrom that portion conveyed to Riverside County Flood Control and
Water Conservation District by Deed filed August 19, 1960 as Instrument No. 73247
of Official Records.

R-27415-2

Dated January 18, 1983

STATE OF CALIFORNIA } ss.
COUNTY OF Riverside

On January 27, 1983 before me, the
undersigned, a Notary Public in, and for said State, personally
appeared Jerry Stephenson &
Ellen Stephenson

_____ known to me to
be the person _____ whose name _____ subscribed
to the within instrument and acknowledged that _____
_____ executed the same.

WITNESS my hand and official seal.

Signature Sandra L. Shipley

Jerry Stephenson
Ellen Stephenson



STEWART TITLE-Riverside

DOC # 2003-455794

06/20/2003 08:00A Fee:19.00

Page 1 of 5

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:
LUDIM TORRES
43823 D Street
Hemet, CA 92544



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

A.P.N.: 549-161-025-1 TRA #:

Order No.: 517228265

Escrow No.: 15619-CT

AFFIDAVIT - DEATH OF JOINT TENANT/SPOUSE

19
T
MH

STATE OF CALIFORNIA,

COUNTY OF Riverside

}
} ss.

517-228265

Ludim Torres, of legal age, being first duly sworn, deposes and says:

That Oscar Torres, the decedent mentioned in the attached certified copy of Certificate of Death, is the same person as Oscar Torres named as one of the parties in that certain Grant Deed dated January 18, 1983 executed by Jerry Stephenson and Ellen Stephenson to Oscar Torres and Ludim Torres as joint tenants, recorded as Instrument No. 17778, on January 28, 1983, of Official Records of Riverside County, California, covering the following described property situated in the City of Hemet, County of Riverside, State of California:

Lots 4, 5, 8 and 9 in Block 39 of the Town of Florida, as shown by map on file in Book 5, page 285 of maps, San Diego County Records. Excepting therefrom that portion conveyed to Riverside County Flood Control and Water Conservation District by deed filed August 19, 1960 as Instrument No. 73247 of Official Records.

Ludim Torres
Ludim Torres

Document Date June 5, 2003

SUBSCRIBED AND SWORN TO before me this 12th day of June 2003

Signature [Signature]



(This area for official notarial seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside } SS.

On 6/12/03 Date

before me,

Melissa Marie Lellan
Name and Title of Officer (e.g., Jane Doe, Notary Public)

personally appeared Adam Torres

Name(s) of Signer(s)

personally known to me
 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.

Melissa Marie Lellan
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

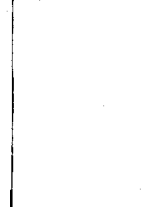
Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here



Government Code 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of notary: Melissa Marie McEllan

Commission No.: 1279817

Date Commission expires: 10-8-04

County: Riverside

By: 

Date: 6-20-03



2003-455794
06/20/2003 08:08A
4 of 5

CERTIFICATION

Under the provisions of Government Code 27361.7 I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

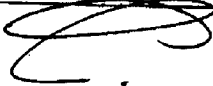
(Print or type the page number(s) and wording below):

Melissa Marie
McLellan
Ludim Torres

Date:

6-20-03

Signature:





2003-455794
06/20/2003 08:00A
5 of 5

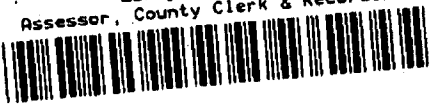
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**RECORDING REQUESTED BY:
COMMONWEALTH LAND TITLE COMPANY**

Recording Requested By:
**Accredited Home Lenders, Inc.
A California Corporation**
Return To:

**Accredited Home Lenders, Inc.
Attn: Post Closing Dept.
16550 West Bernardo Dr. Bldg 1
San Diego, CA 92127-1870**

DOC # 2007-0413686
06/26/2007 08:00A Fee:57.00
Page 1 of 17
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



Prepared By:
**Accredited Home Lenders, Inc.
A California Corporation
15253 Avenue Of Science Building 3
San Diego, CA 92128**

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DEED OF TRUST

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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 June 13, 2007 together with all Riders to this document.
- (B) "Borrower" is LUDIM TORRES, A WIDOW

Borrower's address is 43823 D STREET
HEMET, CA 92544

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Accredited Home Lenders, Inc.
A California Corporation

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

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

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VMP MORTGAGE FORMS - (800)521-7291

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Lender's address is **15253 Avenue Of Science Building 3**
San Diego, CA 92128

(D) "Trustee" is **STEWART TITLE GUARANTY**

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

(F) "Note" means the promissory note signed by Borrower and dated **June 13, 2007**

The Note states that Borrower owes Lender **one hundred sixty-four thousand five hundred and 00/100** Dollars (U.S. \$**164,500.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **July 1, 2037**

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

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

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

- | | | |
|--|---|---|
| <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] |

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

County of RIVERSIDE :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

See Legal Description Addendum Page Attached

Parcel ID Number: 549-161-025-1

which currently has the address of

43823 D STREET

[Street]

HEMET


[City], California 92544

[Zip Code]

("Property Address"):

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

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

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VMP-6A(CA) (0207)

Page 13 of 15

Initials 21

0705298155

Form 3005 1/01

Public Record

State of California
County of RIVERSIDE

} ss.

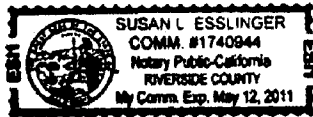
On June 13, 2007

before me, SUSAN L. ESSLINGER, Notary Public,
personally appeared

LUDIM TORRES

, ~~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.



Susan L. Esslinger (Seal)

LEGAL DESCRIPTION ADDENDUM

Borrower Name(s):
LUDIM TORRES

Lender:
Accredited Home Lenders, Inc.
A California Corporation
15253 Avenue Of Science Building 3
San Diego, CA 92128

Loan #: 0705298155

Property Address:
43823 D STREET
HEMET, CA 92544

Legal Description:

LOT 5 IN BLOCK 39 OF THE TOWN OF FLORIDA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 5 PAGE 285 OF MAPS, SAN DIEGO COUNTY RECORDS.

Initials **LT**

MIN # 100176107052981551
AHL 610101.UFF

TORRES
Page 1 of 1

Loan # 0705298155

Public Record

File No: 03730456

EXHIBIT "A"

All that certain real property situated in the County of Riverside , State of California, described as follows:

Lot 5 in Block 39 of The Town of Florida, In the County of Riverside, State of California, as shown by Map on File in Book 5 Page 285 of Maps, San Diego County Records.

Page 3

Public Record

5NA
RECORDING REQUESTED BY
UP
AND WHEN RECORDED MAIL TO

DOC # 2009-0300276
06/12/2009 08:00A Fee:12.00
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

HomEq Servicing
701 Corporate Center Drive
Raleigh, NC 27607



090131499

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Trustee Sale No. 09-20371 Loan No. 0326682556

IMPORTANT NOTICE

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

12 T 044

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to Wachovia Bank, NA all beneficial interest under that certain Deed of Trust dated 06/13/2007, executed by LUDIM TORRES, A WIDOW, as Trustor; to STEWART TITLE GUARANTY, as Trustee; and Recorded on 06/26/2007 UNDER DOC # 2007-0413686 of official records in the Office of the County Recorder of Riverside County, California.

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

DATE: ~~MAR 19 2009~~

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

Assistant Secretary

Joyce Nelson

STATE OF California

COUNTY OF Sacramento

On ~~MAR 19 2009~~ before me, ^{sc} S. Carbajal, J. Carbajal, a Notary Public in and for said county,

Joyce Nelson

personally appeared 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.

Notary Public in and for said County and State
S. Carbajal



#1673843
Sacramento county
EXP. JUNE 9, 2010

69A

DOC # 2009-0300277

06/12/2009 08:00A Fee: 12.00

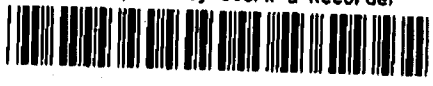
Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



RECORDING REQUESTED BY
LPO
AND WHEN RECORDED MAIL TO

Old Republic
Default Management Services
P.O. Box 250
Orange, CA 92856-8250

690131499

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Trustee Sale No. 09-20371 Loan No. 0326682556

SUBSTITUTION OF TRUSTEE

12

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044

WHEREAS, LUDIM TORRES, A WIDOW, was the original Trustor, STEWART TITLE GUARANTY, was the original Trustee, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., was the original Beneficiary under that certain Deed of Trust dated 06/13/2007, Recorded on 06/26/2007 UNDER DOC # 2007-0413686 of official records in the office of the Recorder of Riverside County, California, and

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

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

Now, THEREFORE, the undersigned Beneficiary hereby substitutes Old Republic Default Management Services, a Division of Old Republic National Title Insurance Company, Trustee of Said Deed of Trust.

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

DATE: MAR 19 2009

Wachovia Bank, NA BY, BARCLAYS CAPITAL REAL ESTATE INC., DBA HOMEQ SERVICING, ITS ATTORNEY-IN-FACT

Joyce Nelson

STATE OF California

COUNTY OF Sacramento

On MAR 19 2009 before me, S. Carbajal S. Carbajal, a Notary Public in and for said county,

Joyce Nelson

personally appeared _____ 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.

Notary Public in and for said County and State



Sacramento County

S. Carbajal

DOC # 2008-0488690

09/04/2008 08:00A Fee:NC

Page 1 of 119

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Alice Beasley
P.O. Box 1280
Riverside, CA 92502

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Space above this line for recorder's use only
 RESOLUTION 2008-295: A RESOLUTION OF THE COUNTY OF RIVERSIDE ORDERING THE
 CONFIRMATION OF SPECIAL ASSESSMENTS AND LIENS AGAINST PARCELS OF LAND FOR UNPAID
 AND DELINQUENT CHARGES FOR TRASH COLLECTION SERVICES

Title of Document



TRA: _____

DTT: _____

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

ACR 238P-AS4RE0 (Rev. 03/2008)

Public Record

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



9.1

9:30 a.m. being the time set for public hearing on Adoption of Resolution 2008-295 Ordering the Confirmation of Special Assessments and Liens Against Parcels of Land for Unpaid and Delinquent Charges for Trash Collection Services, the Chairman called the matter for hearing.

John Watkins, Community Health Agency/Environmental Health Deputy Director, presented the matter.

The following individuals spoke in opposition:

Alejandro Hernandez, Riverside
Theodore Gaines, Riverside
Vu Luyen, Perris
Joyce Jeffredo, Hemet
Patricia Pittman, Murrieta
Mike Luna, Riverside
Clinton Sutherland, Perris
Dee Hyding, Hemet

Since no one else present wished to speak on the matter, the Chairman declared the hearing closed.

Supervisor Buster feels we need the landowner to be notified on a more frequent basis that there's some kind of delinquency on these bills, and a better system for when there's a vacancy and their trash is not being collected so that the charges reflect that accurately. Also staff to come up with a protocol to give the homeowners what they need to have to show that there was a vacancy on their rental.

Supervisor Wilson stated that more responsibility is needed on the part of the waste haulers to notify Environmental Health of possible vacant properties.

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on July 29, 2008 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors

Dated: July 29, 2008
Nancy Romero, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

(seal)

By: [Signature] Deputy

xc: CHA/Environ. Health, Auditor, COB

AGENDA AND DOCUMENT TO WHICH THIS CERTIFICATE IS
9.1 ATTACHED IS OBLIGATED TO BE A FULL, TRUE AND
CORRECT COPY OF THE ORIGINAL ON FILE AND OF
RECORD IN MY OFFICE

Dated: 9/11/08
Nancy Romero
Clerk of the Board of Supervisors
County of Riverside, California
By: [Signature]

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



Supervisor Tavaglione feels that the landowners have the responsibility to structure their leases in a way that requires payment, and that we need to explore the idea that the trash haulers work out arrangements with special districts to handle collections on their behalf.

On motion of Supervisor Buster, seconded by Supervisor Tavaglione and duly carried, IT WAS ORDERED that the above matter is approved as recommended, adopting Resolution 2008-295; and,

IT WAS FURTHER ORDERED that staff is directed to come back with responses and recommendations concerning establishment of similar methods used by water and sewer districts for collection; notification to landowner on a more frequent basis that there's some kind of delinquency on these bills; a better system for when there's a vacancy and their trash is not being collected so that the charges reflect that accurately; and, staff to come up with a protocol to give the landlords on what they need to have to show that there was a vacancy on their rental, i.e. electrical being shut off.

Ayes: Buster, Tavaglione and Wilson
Nays: None
Absent: Ashley

(Supervisor Stone declared a potential Conflict of Interest and left the room before the Chairman declared the hearing open.)

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on July 29, 2008 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors

Dated: July 29, 2008
Nancy Romero, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

(seal)

By: [Signature] Deputy

AGENDA NO.
9.1

xc: CHA/Environ. Health, Auditor, COB

1 Board of Supervisors

County of Riverside

2 RESOLUTION NO. 2008-295

3
4 A RESOLUTION OF THE COUNTY OF RIVERSIDE ORDERING THE CONFIRMATION OF
5 SPECIAL ASSESSMENTS AND LIENS AGAINST PARCELS OF LAND FOR UNPAID AND
6 DELINQUENT CHARGES FOR TRASH COLLECTION SERVICES
7

8 WHEREAS, Riverside County Ordinance 745 has established the authority of the Board of
9 Supervisors to designate areas of the County as comprehensive collection areas in which waste collection
10 services are compulsory;

11 WHEREAS, Riverside County Resolution Nos. 04-298, 05-154, 06-063, 06-159 and 06-389 have
12 established a Tax Lien Guaranteed Comprehensive Collection area for the residential properties located
13 within portions of unincorporated communities within the First, Second, Third and Fifth Districts;

14 WHEREAS, certain parcels maintained unpaid and delinquent charges for waste collection services,
15 which will be paid by the County to the Waste Hauler upon the property owner's payment of the
16 assessment, from the fund entitled, "Payment of Property Owner's Delinquencies for Solid Waste
17 Collection Service," established under Section 14 of Ordinance 745;

18 WHEREAS, the charges placed upon the parcels is the cost of the service already provided by the
19 Waste Hauler and any applicable surcharges is not a charge based upon the value of the parcels; and

20 WHEREAS, pursuant to Section 9 of Ordinance No. 745 the Waste Hauler has sent individual
21 billing notices to the various parcel owners for the cost of service;

22 WHEREAS, such property owners have had the opportunity to appeal through the procedure
23 established in Section 10 of Ordinance 745;

24 WHEREAS the property owners have been notified pursuant to Ordinance 745; and

25 ///

Resolution 2008-295 - 1

07.29.08 9.1

1 WHEREAS, the billing for those parcels listed on the attached Exhibit "A" remains unpaid; now
2 therefore;

3 BE IT RESOLVED AND ORDERED that the Board of Supervisors of the County of Riverside,
4 State of California, in regular session assembled on July 29, 2008, that the list of parcels upon which the
5 unpaid trash collection fees for each parcel as shown on Exhibit "A" are hereby confirmed and that
6 henceforth, said delinquent charges shall constitute special assessments against the respective parcels of
7 land, and are liens on said lands in the amount of the respective assessments, as authorized by
8 Government Code section 25828. In addition, the surcharge as allowed by Riverside County Ordinance
9 640 shall take effect when the lien is applied to the property tax bill.

10 BE IT FURTHER RESOLVED AND ORDERED that a certified copy of this Resolution and the
11 attached Exhibit "A" shall be transmitted to the Auditor-Controller of Riverside County on or before
12 August 10, 2008, who shall enter the amounts of the respective assessments against the respective parcels
13 of land as they appear on the current assessment roll. Said assessments shall be collected at the same time
14 and in the same manner as ordinary municipal ad valorem taxes as provided by Section 13 of Ordinance
15 No. 745.

16 ROLL CALL:

17 Ayes: Buster, Tavaglione, Stone and Wilson
18 Nays: None
19 Absent: Ashley

20 FORM APPROVED COUNTY COUNSEL

21 BY: J. H. RA 6/5/08
DATE

22 The foregoing is certified to be a true copy of a resolution duly
23 adopted by said Board of Supervisors on the date therein set forth.

24 NANCY ROMERO, Clerk of said Board

25 The foregoing is certified to be a true copy of a
resolution duly adopted by said Board of Super-
visors on the date therein set forth.

NANCY ROMERO, Clerk of said Board

By: N. Williams Deputy

By: _____
Deputy

Resolution 2008-295 - 2

07.29.08 9.1

FORM APPROVED COUNTY COUNSEL
 BY: JIMMY H. BA 6/5/08
 DATE

Departmental Concurrence

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

704



FROM: Community Health Agency/Department of Environmental Health

SUBMITTAL DATE:
 June 17, 2008

SUBJECT: Public Hearing and Adoption of Resolution 2008-295 Confirming Special Assessments for Unpaid Trash Collection Fees.

RECOMMENDED MOTION:

1. That the Board receive this report in accordance with Section 12 of Ordinance 745;
2. That the Board set a public hearing for July 29, 2008 (Clerk to advertise), listing parcels upon which the unpaid trash collection fees will become a special assessment;
3. That following a public hearing, the Board adopt Resolution 2008-295 confirming special assessments for the amount incurred in unpaid trash collection fees.

BACKGROUND: Riverside County Ordinance 745 and Resolution Nos. 04-298, 05-154, 06-063, 06-159 and 06-389 establish a Tax Lien Guaranteed Comprehensive Collection area for the residential properties located within the unincorporated county, as authorized by Government Code section 25828. The franchise waste haulers mailed bills and statements of nonpayment to each owner of record in accordance with Section 9 of Riverside County Ordinance 745.
 (cont.)

Gary Root
 Gary Root, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	08/09

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

Debra Cournoyer
 Debra Cournoyer

County Executive Office Signature

Dept Recomm: Consent Policy
 Per Exec. Ofc: Consent Policy

MINUTES OF THE BOARD OF SUPERVISORS
 On motion of Supervisor Ashley, seconded by Supervisor Stone and duly carried,
IT WAS ORDERED that the above matter is approved as recommended and is set for public hearing Tuesday, July 29, 2008 at 9:30 a.m.
 Ayes: Buster, Stone and Ashley
 Nays: None
 Absent: Tavaglione, Wilson
 Date: June 24, 2008
 xc: CHA/Env. Health, COB(2)
 Nancy Romero
 Clerk of the Board
Nancy Romero
 Deputy

Prev. Agn. Ref.: | **District:** 1,2,3,5 | **Agenda Number:** **3.14**

The franchise waste haulers forwarded a list of properties with unpaid trash collection fees to the Department of Environmental Health (Department) for special assessment.

A list of parcels that are subject to fee assessment are provided on the attached Exhibit "A." Mailed notice of the public hearing will be sent to the subject property owners by the Department pursuant to Section 12 of Ordinance 745.

The delinquent trash collection fees and applicable surcharges shall be confirmed at a public hearing regarding the list of parcels upon which the cost will become a special assessment. This is the required final step to establish assessments and liens on those parcels where trash collection fees will be paid to the franchise waste haulers from the fund account "Payment of Property Owner's Delinquencies for Solid Waste Collection Service," upon the property owner's payment of the special assessment.

2 RESOLUTION NO. 2008-295

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4 A RESOLUTION OF THE COUNTY OF RIVERSIDE ORDERING THE CONFIRMATION OF
5 SPECIAL ASSESSMENTS AND LIENS AGAINST PARCELS OF LAND FOR UNPAID AND
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13 of land as they appear on the current assessment roll. Said assessments shall be collected at the same time
14 and in the same manner as ordinary municipal ad valorem taxes as provided by Section 13 of Ordinance
15 No. 745.

16
17
18
19
20 FORM APPROVED COUNTY COUNSEL
BY: J. H. RA 6/5/08
DATE

21
22
23
24
25

Resolution 2008-295 - 2

Copy of Riv Co Tax Roll 2007 copy to Recorder 9-08

549102006	1	PROPERTY OWNER	477.32
549102027	0	PROPERTY OWNER	150.58
549121021	3	PINON, JUSTIMIANO	318.60
549121025	7	SAUERWEIN, DANIEL W	187.32
549121027	9	PROPERTY OWNER	225.64
549121029	1	HSBC BANK USA	88.82
549121036	7	HEWITT MARIE L	146.74
549122019	5	PROPERTY OWNER	298.24
549123005	5	PROPERTY OWNER	201.78
549123022	0	STEPHAN & VIRGINIA MILLER	349.00
549141009	5	PROPERTY OWNER	77.86
549141017	2	LANE, MARGARET	466.20
549141019	4	NELLIE C DALY	246.80
549141020	4	ROBINS, TIMOTHY AND CHERYL L	318.60
549141021	5	ARVIZU, LUPE	273.92
549141026	0	MOREHEAD, JANE AND GREGORY	378.52
549141028	2	ORDANIEL ERNESTO	126.60
549144001	6	FIELDS ZADA L	378.52
549144004	9	HARVEY, DONALD AND ROSALIE	282.32
549144005	0	PROPERTY OWNER	497.72
549146016	6	CUEVAS SIXTO;	378.52
549151011	7	PROPERTY OWNER	153.38
549152024	2	PROPERTY OWNER	158.70
549152039	6	GELHAUS TRUST	191.46
549152044	0	SANCHEZ, ZOILA AND ORTIZ	318.60
549152045	1	SERRANO VICKIE	111.70
549152046	2	HUMMEL, JENA	500.22
549152063	7	MCCONNAUGHY THOMAS J	444.90
549152064	8	PROPERTY OWNER	255.90
549152069	3	ROMERO, REYNALDO AND LLIDIA	614.38
549152074	7	TOMPKINS, BERNICE L AND WAYNE	142.20
549152090	1	PROPERTY OWNER	153.10
549152092	3	3T PROPERTIES LLC	107.78
549153004	7	LASTIRI, HELADIO	179.76
549153012	4	WESTERN LAND CO	481.46
549161003	1	BRUCE HERWIG	587.52
549161012	9	THERESA JONES	76.44
549161025	1	PROPERTY OWNER	143.28
549163003	7	REAL ESTATE MANAGEMENT	319.52
549163008	2	PROPERTY OWNER	318.60
549163009	3	PROPERTY OWNER	265.66
549171008	7	FAJARDO CIRIA	257.76
549171011	9	DEDMAN, ALLISON	228.44
549172013	4	PROPERTY OWNER	181.94
549173006	1	MARIA GARCIA	429.86
549173011	5	TIMOTHY & TANGIE MILLER	327.14
549173022	5	PROPERTY OWNER	370.84
549173029	2	RAY, RUTH ANN	319.52
549173030	2	3T PROP, HERWIG BRUCE	360.02
549173043	4	PROPERTY OWNER	113.14
549180018	4	WORKMAN, BRENDA	366.98
549180034	8	LOZANO BALFRE;	257.76

Q:\DEH_ERM_LEA\Tax Lien\2008\WMI\Copy of Riv Co Tax Roll 2007 copy to Recorder 9-08

Please Record And Return To:
 Lake Hemet Municipal Water District
 P.O. Box 5039
 Hemet, CA 92544-0039

DOC # 2009-0340942

07/02/2009 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



**In the Matter of the Lien of
 Lake Hemet Municipal Water District
 Upon the Real Property of:**

NAME: TORRES, Ludim
ADDRESS 43823 D Street
CITY, STATE Hemet, CA 92544

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			1						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM 702
NCHG CC									

◆ STATEMENT OF LIEN ◆

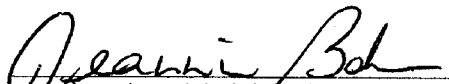
C
702

This is to certify, pursuant to Chapter 335 of Statutes of 1979-1980, that Lake Hemet Municipal Water District claims a lien upon all real property owned by the following named person within Riverside County, for delinquent charges, penalty and interest, in the amounts hereinafter set forth:

NAME: TORRES, Ludim
SERVICE ADDRESS: 43823 D Street
 Hemet, CA 92544

Amount of Delinquency: \$362.79
Late Penalty: \$ -0-
Processing fee \$ 20.00
Total: \$382.79

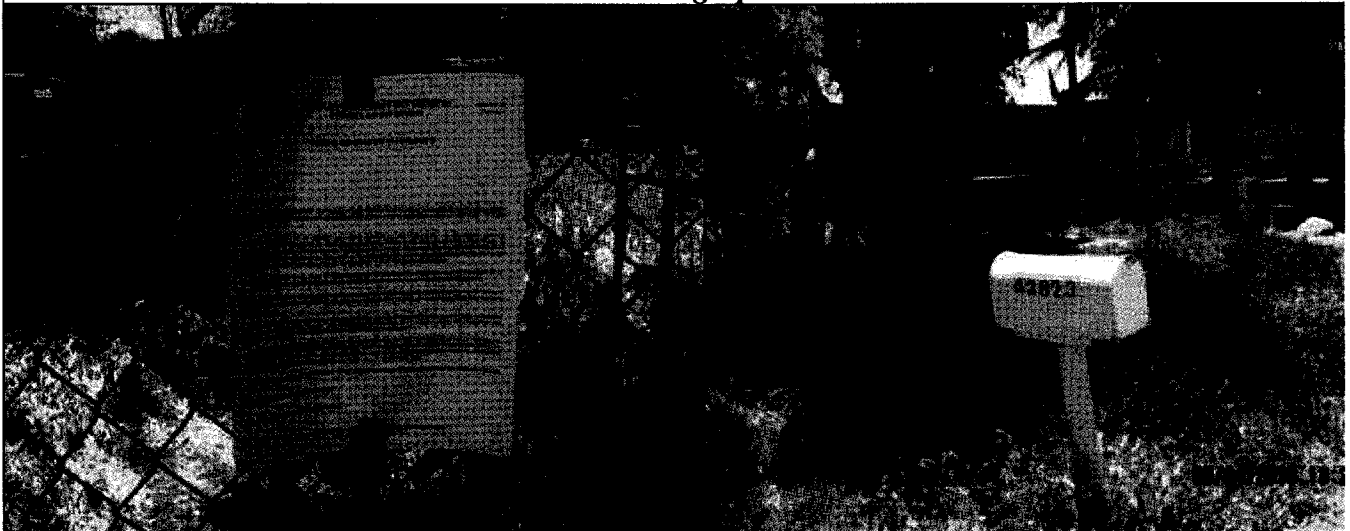
I certify that the foregoing is true and correct.


 Jeannie Baker, Administrative Assistant

Lake Hemet Municipal Water District

Document Date: July 1, 2009
Account No: 6-6-81-1

Photographs

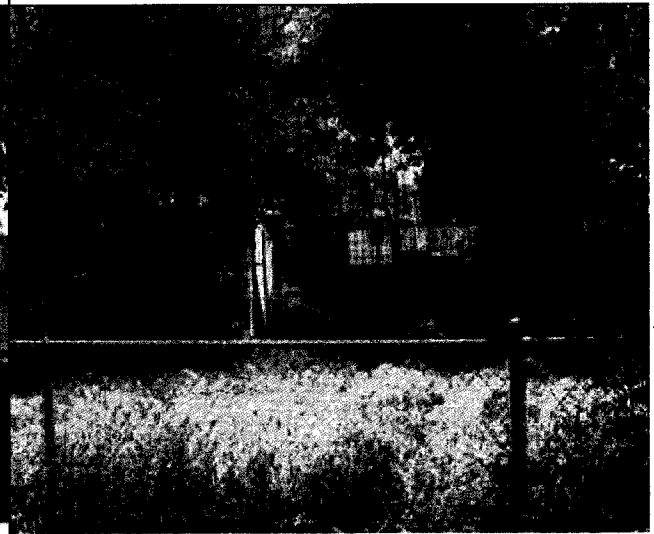


Posted NOI

Afrazier



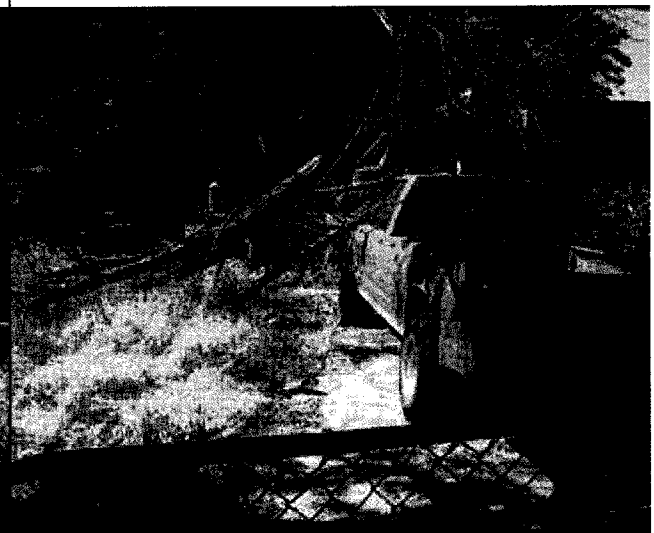
Afrazier



Afrazier

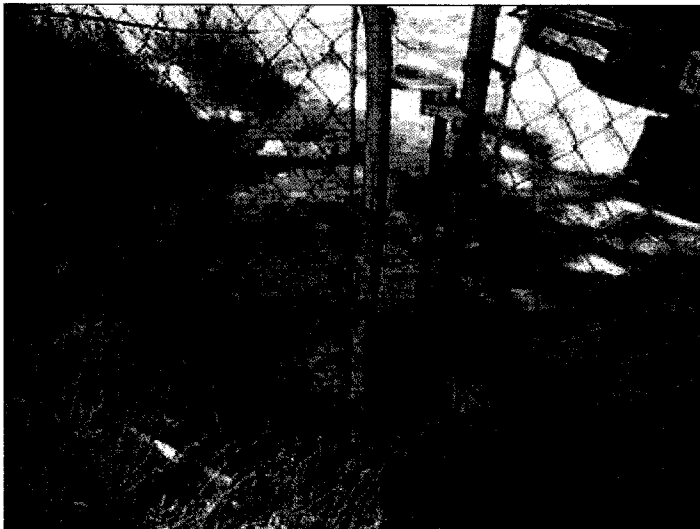


Afrazier



M Sanders 061510 - green woody waste

EXHIBIT NO. D²



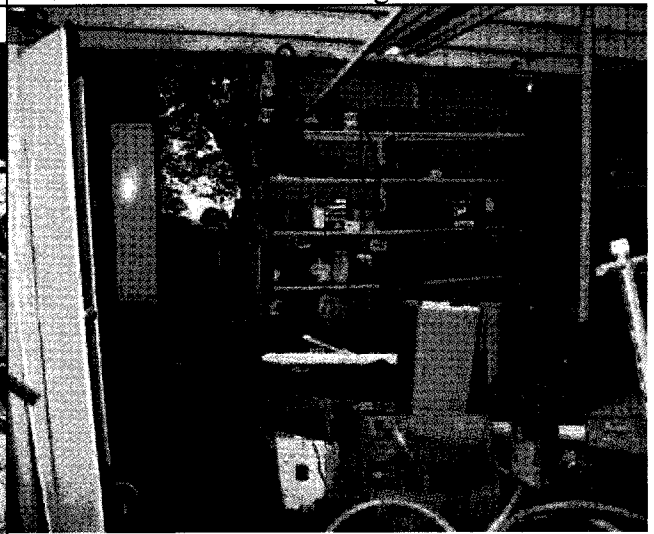
M Sanders 061510 - chained, but not locked, no sign prohibiting entry



M Sanders 061510 - geen woody waste and outs storage



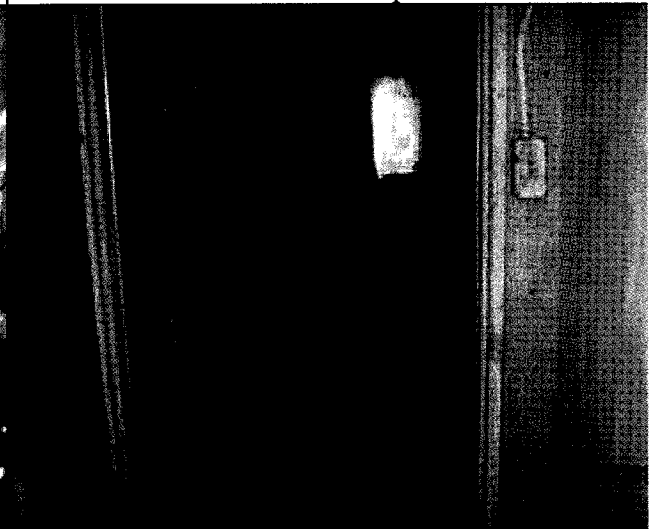
M Sanders 061510 - plastic barrels, tires and rubbish



M Sanders 061510 - tools, hardware and materi under carport

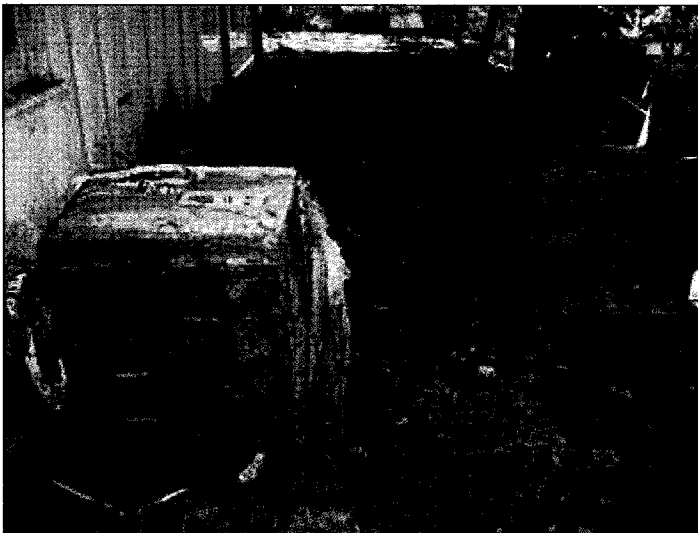


M Sanders 061510 - tools, hardware and materials under carport



M Sanders 061510 - Open side door to the reside indicating abandoned

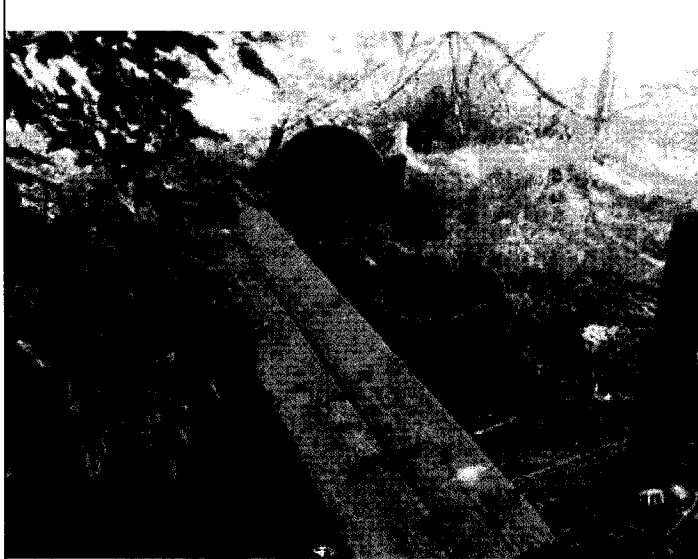
EXHIBIT NO. D3



M Sanders 061510 - rubbish



M Sanders 061510 - furniture and tools



M Sanders 061510 - tires and scrap wood



M Sanders 061510 - open walk through gate, no postings to prohibit entry



M Sanders 092110 - no progress



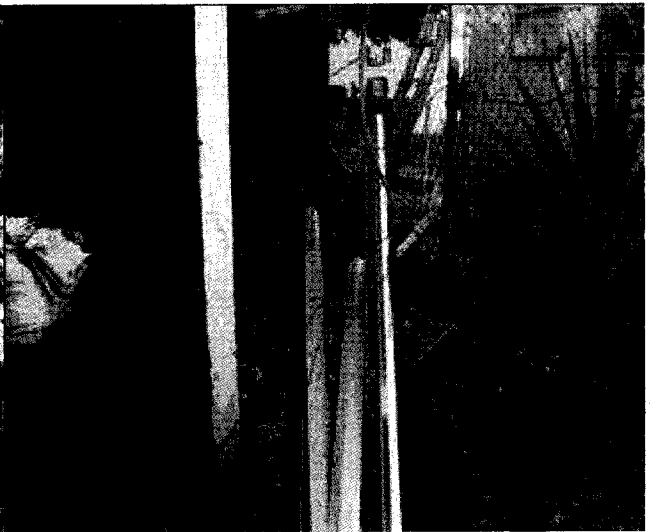
M Sanders 092110 - no progress

EXHIBIT NO.

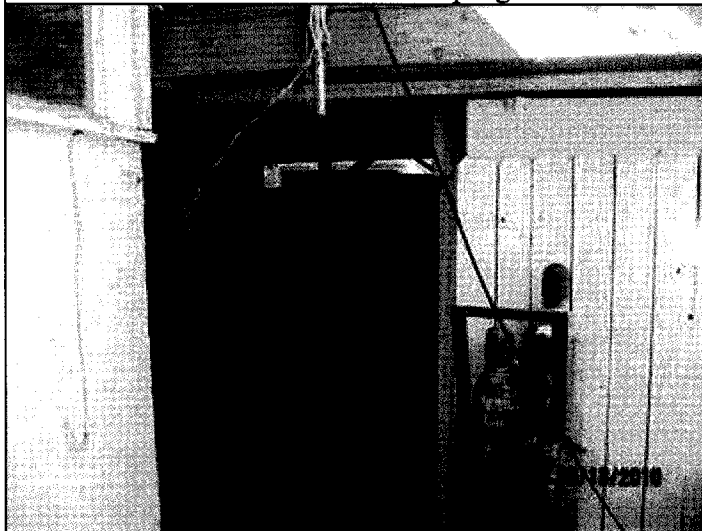
D4



M sanders 092110 - no progress



M Sanders 101310 - violation remains



M Sanders 101310 - violation remains



M Sanders 101310 - violation remains



M Sanders 101310 - violation remains



M Sanders 101310 - violation remains

EXHIBIT NO. DS



M Sanders 101310 - violation remains



M Sanders 101310 - violation remains



M Sanders 101310 - violation remains



M Sanders 101310 - violation remains



M Sanders 101310 - violation remains

EXHIBIT NO. D6

Photographs



Ryder - AR/EOS remians



Ryder - AR/EOS remians



Ryder - AR/EOS remians



Ryder - AR/EOS remians



Ryder - AR/EOS remians



Ryder - AR/EOS remians

EXHIBIT NO. D⁷



Ryder - AR/EOS remians

EXHIBIT NO. D8



COUNTY OF RIVERSIDE
CODE ENFORCEMENT DEPARTMENT

NOTICE OF VIOLATION

CASE No.: CV 10-03159

THE PROPERTY AT: 43823 D ST. HEMET APN#: 549-161-025

WAS INSPECTED BY OFFICER: M. SANDERS ID#: 13 ON 6/15/10 AT 0945 am/pm

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

Table with 2 columns listing violations such as Excessive Yard Sales, Unfenced Pool, Accumulated Rubbish, Unpermitted Construction, Unapproved Grading/Clearing, Substandard Structure, Unpermitted Mobile Home, Substandard Mobile Home/Trailer/RV, Unpermitted Outdoor Advertising Display, Prohibited Fencing, Excessive Outside Storage, Occupied RV/Trailer, Excessive Animals, and Unpermitted Land Use.

COMMENTS: NO OUTSIDE STORAGE ALLOWED PER ZONE (R-R) AND LOT SIZE

IMPORTANT! CORRECTION(S) MUST BE COMPLETED BY: 7/16/10 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.

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 AS DETERMINED BY THE BOARD OF SUPERVISORS.

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



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

AFFIDAVIT OF POSTING OF NOTICES

June 16, 2010

RE CASE NO: CV1003159

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 JUNE 15, 2010 at 9:45 AM, I securely and conspicuously posted NOTICE OF VIOLATION at the property described as:

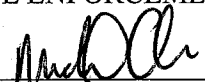
Property Address: 43823 D ST, HEMET

Assessor's Parcel Number: 549-161-025

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

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

CODE ENFORCEMENT DEPARTMENT



By: Michael Sanders, Sr. Code Enforcement Officer

EXHIBIT NO. E²



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

NOTICE OF VIOLATION

June 16, 2010

LUDIM TORRES
43823 D ST
HEMET, CA. 92544

RE CASE NO: CV1003159 at 43823 D ST, HEMET, California, Assessor's Parcel Number 549-161-025

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 43823 D ST, HEMET California, Assessor's Parcel Number 549-161-025, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541) , 17.12.040 (Ord. 348), of the Riverside County Code.

Said violation is described as:

- 1) 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.
- 2) 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.

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

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

COMPLIANCE MUST BE COMPLETED BY July 16, 2010. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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

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

CODE ENFORCEMENT DEPARTMENT

By: Michael Sanders, Sr. Code Enforcement Officer

EXHIBIT NO. _____

E3



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

NOTICE OF VIOLATION

June 16, 2010

Ludim Torres
40535 E Whittier Ave
Hemet, CA 92544

RE CASE NO: CV1003159 at 43823 D ST, HEMET, California, Assessor's Parcel Number 549-161-025

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CODE ENFORCEMENT DEPARTMENT

By: Michael Sanders, Sr. Code Enforcement Officer

EXHIBIT NO. EA



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

PROOF OF SERVICE

Case No. CV1003159

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 June 16, 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:

LUDIM TORRES 43823 D ST, HEMET, CA. 92544
Ludim Torres 40535 E Whittier Ave, Hemet, CA 92544

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

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

EXECUTED ON June 16, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

Elizabeth Ross
By: Elizabeth Ross, Code Enforcement Aide

EXHIBIT NO. ES

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

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

OFFICIAL USE

7007 1490 0003 4244 8421

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

Postmark
Here

Ludim Torres
40535 E Whittier Ave
Hemet, CA 92544
CV10-03159 APn: 549-161

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:

Ludim Torres
40535 E Whittier Ave
Hemet, CA 92544
CV10-03159 APn: 549-161

2. Article Number
(Transfer from service label)

7007 1490 0003 4244 8421

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery
6-18-10

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

REC'D JUN 21 2010

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

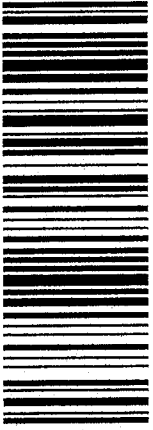
4. Restricted Delivery? (Extra Fee) Yes

EXHIBIT NO.

E6

COUNTY OF RIVERSIDE
 CODE ENFORCEMENT DEPT.
 39493 LOS ALAMOS RD.
 MURRIETA, CA 92563

CERTIFIED MAIL™



7007 1490 0003 4244 8414

REC'D JUL 08 2010

|||||
LUDIM TORRES
43823 D ST
HEMET, CA. 9

UNITED STATES POSTAGE

 PITNEY BOWES
\$ 05.54⁰⁰
 02 1A JUN 17 2010
 0004632914
 MAILED FROM ZIP CODE 92501

N/K
 6/18

NIXIE 929 DE 1 OO D7/06/10
 RETURN TO SENDER
 UNCLAIMED
 UNABLE TO FORWARD

BC: 92563503993 *0704-02811-17-42
 |||

92563503993

EXHIBIT NO.

E7

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

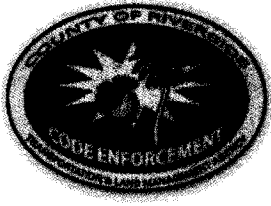
Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		

Postmark Here

LUDIM TORRES
43823 D ST
HEMET, CA. 92544
CV10-03159 APN: 549-161

PS Form 3800, August 2006

7007 1490 0003 4244 8414



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

NOTICE OF VIOLATION

October 21, 2010

Terry Bratten
Cindy Bratten
40535 Whittier Ave
Hemet, CA 92544

RE CASE NO: CV1003159 at 43823 D ST, HEMET, California, Assessor's Parcel Number 549-161-025

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 43823 D ST, HEMET California, Assessor's Parcel Number 549-161-025, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541) , 17.12.040 (Ord. 348), of the Riverside County Code.

Said violation is described as:

- 1) 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.
- 2) 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.

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

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

COMPLIANCE MUST BE COMPLETED BY November 19, 2010. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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

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

CODE ENFORCEMENT DEPARTMENT

By: Michael Sanders, Sr. Code Enforcement Officer

EXHIBIT NO. E⁸



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

NOTICE OF VIOLATION

October 21, 2010

Wachovia Bank, NA
301 S. College St.
Charlotte, NC 28288

RE CASE NO: CV1003159 at 43823 D ST, HEMET, California, Assessor's Parcel Number 549-161-025

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 43823 D ST, HEMET California, Assessor's Parcel Number 549-161-025, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541) , 17.12.040 (Ord. 348), of the Riverside County Code.

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- 1) 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.
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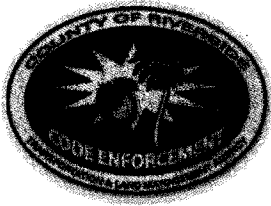
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CODE ENFORCEMENT DEPARTMENT

By: Michael Sanders, Sr. Code Enforcement Officer

EXHIBIT NO. EA



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

NOTICE OF VIOLATION

October 21, 2010

Wachovia Bank, NA
C/O Homeq Servicing
701 Corporate Center Dr
Raleigh, NC 27607

RE CASE NO: CV1003159 at 43823 D ST, HEMET, California, Assessor's Parcel Number 549-161-025

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 43823 D ST, HEMET California, Assessor's Parcel Number 549-161-025, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541) , 17.12.040 (Ord. 348), of the Riverside County Code.

Said violation is described as:

- 1) 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.
- 2) 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.

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

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COMPLIANCE MUST BE COMPLETED BY November 19, 2010. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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

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

CODE ENFORCEMENT DEPARTMENT

By: Michael Sanders, Sr. Code Enforcement Officer

EXHIBIT NO. EP



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

PROOF OF SERVICE

Case No. CV1003159

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 October 21, 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:

Terry Bratten Cindy Bratten 40535 Whittier Ave, Hemet, CA 92544
Wachovia Bank, NA 301 S. College St., Charlotte, NC 28288
Wachovia Bank, NA C/O Homeq Servicing 701 Corporate Center Dr, Raleigh, NC 27607

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

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

EXECUTED ON October 21, 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

7009 2820 0004 4457 1579

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

Postmark
Here

**Terry Bratten
 Cindy Bratten
 40535 Whittier Ave
 Hemet, CA 92544
 CV10-03159 APN: 549-161**

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:

REC'D OCT 25 2010

**Terry Bratten
 Cindy Bratten
 40535 Whittier Ave
 Hemet, CA 92544
 CV10-03159 APN: 549-161**

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
 X *Serena Lou Bratten* Agent Addressee
- B. Received by (Printed Name)
Serena Lou Bratten
- C. Date of Delivery
10/25/10
- D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

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

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number:
 (Transfer from service label)

7009 2820 0004 4457 1579

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

E12

EXHIBIT NO. _____

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

7009 2820 0004 4457 1586

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

Postmark
Here

Wachovia Bank, NA
301 S. College St.
Charlotte, NC 28288
CV10-03159 APN: 549-161

PS Form 3800, August 2006

See Reverse for Instructions

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. 	<p>A. Signature <input checked="" type="checkbox"/> Dolores MacGregor <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Milemarker Logistics <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <input type="checkbox"/> Date of Delivery OCT 25 2010</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p style="text-align: center;">REC'D OCT 27 2010</p> <p>Wachovia Bank, NA 301 S. College St. Charlotte, NC 28288 CV10-03159 APN: 549-161</p>	<p>Express Mail <input type="checkbox"/></p> <p>Return Receipt for Merchandise <input type="checkbox"/></p> <p>C.O.D. <input type="checkbox"/></p> <p>Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p>7009 2820 0004 4457 1586</p>
<p>PS Form 3811, August 2001</p>	<p>Domestic Return Receipt 102595-02-M-1540</p>

EXHIBIT NO. _____

EB

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

7009 2820 0004 4457 1593

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

Postmark
Here

Wachovia Bank, NA
C/O Homeq Servicing
701 Corporate Center Dr
Raleigh, NC 27607
CV10-03159 APN: 549.161

PS Form 3811, August 2001

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 OCT 28 2010

Wachovia Bank, NA
C/O Homeq Servicing
701 Corporate Center Dr
Raleigh, NC 27607
CV10-03159 APN: 549.161

COMPLETE THIS SECTION ON DELIVERY

A. Signature  Agent
 Addressee

B. Received by (Printed Name) Broadwater C. Date of Delivery 10/28/10

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

OCT 28 REC'D

USPS

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

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number

(Transfer from service label)

7009 2820 0004 4457 1593

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

EXHIBIT NO. E14



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

S	R	U	PAG										
1													
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM				
WCHGCC					T:	CTY	UNI	039					

NOTICE OF NONCOMPLIANCE

In the matter of the Property of)
Ludim Torres)

Case No.: CV10-03159



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 43823 D. Street, Hemet, CA, and more particularly described as Assessor's Parcel Number 549-161-025 and having a legal description of 0.16 Acres, MB 5/285 SD, LOT 5, 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 10/14/10 before me, Elizabeth B. Ross, Notary Public, personally appeared Hector Viray, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

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



EXHIBIT NO. F



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

Glenn Baude
Director

October 3, 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.: CV10-03159
APN: 549-161-025; TORRES
Property: 43823 D Street, Hemet

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 541 and 725 to consider the abatement of the accumulated rubbish and excess outside storage located on the SUBJECT PROPERTY described as **43823 D Street, Hemet, Riverside County, California**, and more particularly described as Assessor's Parcel Number 549-161-025.

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 accumulated rubbish and excess outside storage from the real property.

SAID HEARING will be held on **Tuesday, November 1, 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 Supervising Code Enforcement Officer, Brian Black at (951) 955-2004 prior to the hearing. Please meet Brian Black 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.

GLENN BAUDE
DIRECTOR

WARD KOMERS
Administrative Manager

4080 LEMON STREET, 12TH FLOOR, RIVERSIDE, CALIFORNIA 92501
(951) 955-2004 • FAX (951) 955-8680

EXHIBIT NO. _____

G

NOTICE LIST

Subject Property: 43823 D Street, Hemet
Case No.: CV 10-03159; APN: 549-161-025; District 3

THE ESTATE OF LUDIM TORRES DECEDENT
43823 D STREET
HEMET CA 92544

THE ESTATE OF LUDIM TORRES DECEDENT
40535 E WHITTIER AVE
HEMET CA 92544

ACCREDITED HOME LENDERS INC
16550 WEST BERNARDO DR BLDG 1
SAN DIEGO CA 92127-1870

MTC FINANCIAL INC
dba TRUSTEE CORPS
17100 GILLETTE AVENUE
IRVINE CA 92614

LAKE HEMET MUNICIPAL WATER DISTRICT
PO BOX 5039
HEMET CA 92544-0039

TERRY BRATTEN
CINDY BRATTEN
40535 WHITTIER AVE
HEMET CA 92544

WACHOVIA BANK NA
301 S COLLEGE ST
CHARLOTTE NC 28288

EXHIBIT NO. 6²

1 **PROOF OF SERVICE**

2 Case No. CV10-03159

3 STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

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

7 That on October 3, 2011, I served the following document(s):

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

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

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

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

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

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

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

23 EXECUTED ON October 3, 2011, at Riverside, California.

24 
25 _____
26 BRENDA PEELER
27
28

EXHIBIT NO. 6³



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

AFFIDAVIT OF POSTING OF NOTICES

October 4, 2011

RE CASE NO: CV1003159

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 10/04/2011 at 9:53 a.m., I securely and conspicuously posted Notice to Correct County Ordinance Violations and Abate Public Nuisance at the property described as:

Property Address: 43823 D ST, HEMET

Assessor's Parcel Number: 549-161-025

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

Executed on October 4, 2011 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

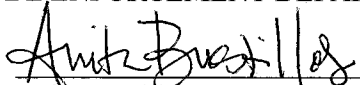

By: Anita Bustillos, Code Enforcement Technician

EXHIBIT NO. 64