

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

905B



FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
May 23, 2012

SUBJECT: Abatement of Public Nuisance [Excess Outside Storage & Accumulated Rubbish]
Case Nos.: CV 06-2129 [HILLS]
Subject Property: 20415 Mural Street, Perris; APN: 319-112-010
District: 1/1

RECOMMENDED MOTION: Move that:

Departmental Concurrence

1. The excess outside storage of materials and accumulation of rubbish on the real property located at 20415 Mural Street, Perris, Riverside County, California, APN: 319-112-010 be declared a public nuisance and a violation of Riverside County Ordinance Nos. 348 and 541.
2. Wilbert W. Hills and Sandra C. Hills, the owners of the subject real property, be directed to abate the excess outside storage and accumulation of rubbish on the property by removing the same from the real property within ninety (90) days.

(Continued)

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
Tina Grande

County Executive Office Signature

- Consent
- Policy
- Consent
- Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: June 5, 2012
xc: Co. Co./CED, Sheriff

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Prev. Agn. Ref.: _____ District: 1/1 Agenda Number:

9.2

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

Abatement of Public Nuisance
Case No.: CV06-2129 [HILLS]
Address: 20415 Mural Street, Perris
APN #319-112-010
District: 1/1
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3. If the owners of the real property do not take the above described action within ninety (90) days of the date of the Board's Order to Abate, that representatives of the Code Enforcement Department, Sheriff's Department, and/or a contractor, upon consent or receipt of a Court Order authorizing entry onto the real property when necessary under applicable law, may abate the excess outside storage and accumulation of rubbish by removing and disposing of the same from the real property.
4. The reasonable costs of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Riverside County Ordinance No. 725.
5. County Counsel be directed to prepare the necessary Findings of Fact and Conclusions that the excess outside storage of materials and accumulation of rubbish on the real property is declared to be in violation of Riverside County Ordinance Nos. 348 and 541, and a public nuisance, and further, to prepare an Order to Abate for approval by the Board.

BACKGROUND:

1. An initial inspection was made of the subject property by the Code Enforcement Officer on April 18, 2007.
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: plastics, papers, dead/dried vegetation, metal, wood, household trash, refrigerators, pallets, chairs, appliances, windows, toys, aluminum parts, a broken swing set, a camper, 50 gallon drums and miscellaneous household items.
3. Subsequent follow up inspections of the above-described real property on July 30, 2007, August 28, 2007, September 25, 2008, April 26, 2011, May 16, 2011, July 19, 2011 and April 14, 2012 revealed that the property continued to be in violation of Riverside County Ordinance Nos. 348 and 541.

Abatement of Public Nuisance
Case No.:CV06-2129 [HILLS]
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APN #319-112-010
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4. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for the removal of excess outside storage and accumulated rubbish.

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**BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE**

IN RE ABATEMENT OF PUBLIC NUISANCE) CASE NO. CV 06-2129
[EXCESS OUTSIDE STORAGE AND)
ACCUMULATED RUBBISH] APN: 319-112-010,) DECLARATION OF CODE
20415 MURAL STREET, PERRIS, COUNTY OF) ENFORCEMENT OFFICER
RIVERSIDE, STATE OF CALIFORNIA;) CYNTHIA BLACK
WILBERT W. HILLS AND SANDRA C. HILLS,)
OWNERS.) R.C.O. Nos. 348 and 541

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

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

13 2. I am informed and believe and based thereon allege that on April 18, 2007, Officer Jones
14 conducted an initial inspection of the real property described as 20415 Mural Street, Perris, Riverside
15 County, California and further described as Assessor's Parcel Number 319-112-010 (hereinafter referred
16 to as "THE PROPERTY"). A true and correct copy of a Thomas Brothers map indicating the location
17 of THE PROPERTY is attached hereto as Exhibit "A."

18 3. A review of County records and documents disclosed that THE PROPERTY is owned by
19 Wilbert W. Hills and Sandra C. Hills (hereinafter referred to as "OWNERS"). A certified copy of the
20 County Equalized Assessment Roll for the year 2011-2012 and a copy of the report generated from the
21 County Geographic Information System ("GIS") is attached hereto and incorporated herein by reference
22 as Exhibit "B." THE PROPERTY is located within the R-R- ½ (Rural Residential with at least one-
23 half acre) zone classification. This zone classification allows outside storage on an improved parcel
24 with the amount of storage to be one hundred (100) square feet for properties that are a minimum of
25 one-half acre in size. THE PROPERTY is approximately .44 acres.

26 4. Based upon the Lot Book Reports issued by RZ Title Service on April 21, 2011 and
27 updated on August 1, 2011 and April 13, 2012, it is determined that other parties may potentially hold a
28 legal interest in THE PROPERTY, to wit: Mortgage Electronic Registration Systems, Financial Title

1 and First Mountain Bank (hereinafter collectively referred to as "INTERESTED PARTIES"). True and
2 correct copies of the Lot Book Reports are attached hereto as Exhibit "C" and are incorporated herein by
3 reference.

4 5. I am informed and believe and thereon allege that on April 18, 2007, Officer Jones drove
5 to THE PROPERTY to conduct an inspection. At THE PROPERTY, Officer Jones made contact with
6 Mr. Hills who gave him permission to inspect. Officer Jones observed excess outside storage and
7 accumulated rubbish on THE PROPERTY and visually estimated the amount as seven thousand four
8 hundred (7,400) square feet consisting of but not limited to: plastics, papers, dead/dried vegetation,
9 metal, wood, household trash, refrigerators, pallets, chairs, appliances, windows, toys, aluminum parts, a
10 broken swing set, a camper, 50 gallon drums and miscellaneous household items.

11 6. As a result of the excess outside storage of materials and accumulated rubbish, THE
12 PROPERTY constituted a public nuisance in violation of the provisions set forth in Riverside County
13 Ordinance ("RCO") Nos. 348 and 541 and Officer Jones posted a Notice of Violation.

14 7. On May 11, 2011, Notices of Violation were mailed to the OWNERS and INTERESTED
15 PARTIES by certified mail with return receipt requested.

16 8. I am informed and believe and thereon allege that on July 30, 2007, August 28, 2007,
17 September 25, 2008, July 19, 2011 and April 14, 2012, Code Enforcement Officers conducted follow-up
18 inspections of THE PROPERTY. During each inspection, minimal progress had been made and THE
19 PROPERTY remained in violation.

20 9. On April 26, 2011 and May 16, 2011, I conducted a follow-up inspection from the road
21 right of way and observed THE PROPERTY remained in violation of RCO 348 and 541.

22 10. A site plan and photographs depicting the condition of THE PROPERTY during the
23 above referenced inspections are attached hereto as Exhibit "D" and are incorporated herein by
24 reference.

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

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1 12. Based upon my experience, knowledge and visual observations, it is my determination
2 that the conditions on THE PROPERTY are dangerous to the neighboring property owner and the
3 general public.

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

7 14. A Notice of Non-Compliance was recorded in the Office of the County Recorder, County
8 of Riverside, State of California, on May 11, 2011 as Instrument Number 2011-0208727, a true and
9 correct copy of which is attached hereto and incorporated herein by reference as Exhibit "F."

10 15. A recent inspection revealed that the excess outside storage and accumulated rubbish
11 remained on THE PROPERTY in violation of RCO 348 and 541.

12 16. A "Notice to Correct County Ordinance Violations and Abate Public Nuisance"
13 providing notification of the Board of Supervisors' hearing as required by Riverside County Ordinance
14 No. 725 was mailed to OWNERS and INTERESTED PARTIES by U.S.P.S. and was posted on THE
15 PROPERTY. True and correct copies of the notice, together with the proof of service, and the affidavit
16 of posting of notices are attached hereto as Exhibit "G" and incorporated herein by reference.

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

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

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

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

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

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

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

13 Executed this 17th day of May, 2012 at Perris, California.


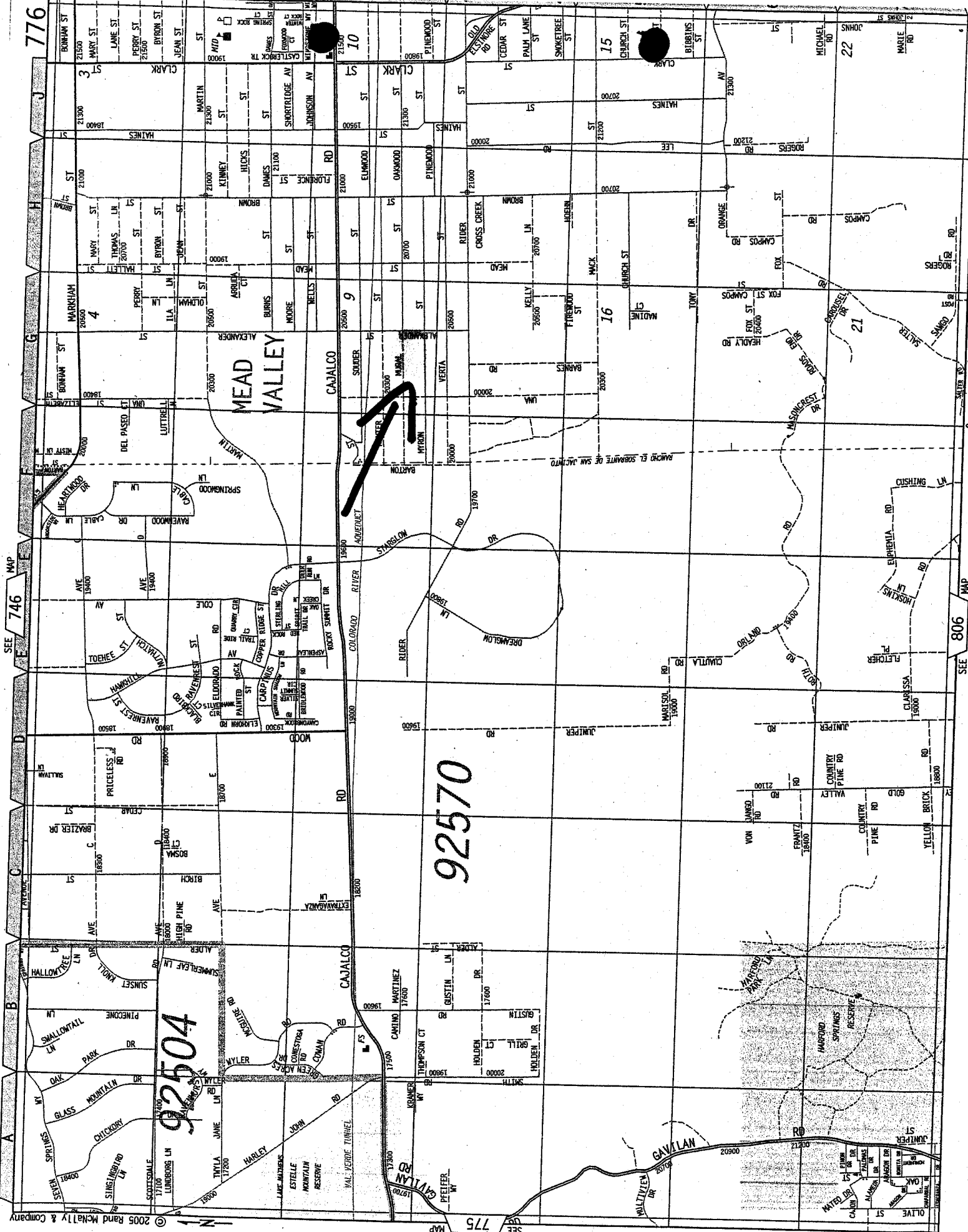
14 
15 _____
16 CYNTHIA BLACK
17 Senior Code Enforcement Officer
18 Code Enforcement Department
19
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27

Exhibit “A”



92570

92504



MEAD VALLEY

CAJALCO

CAVALAN

776

SEE MAP 746

SEE MAP 806

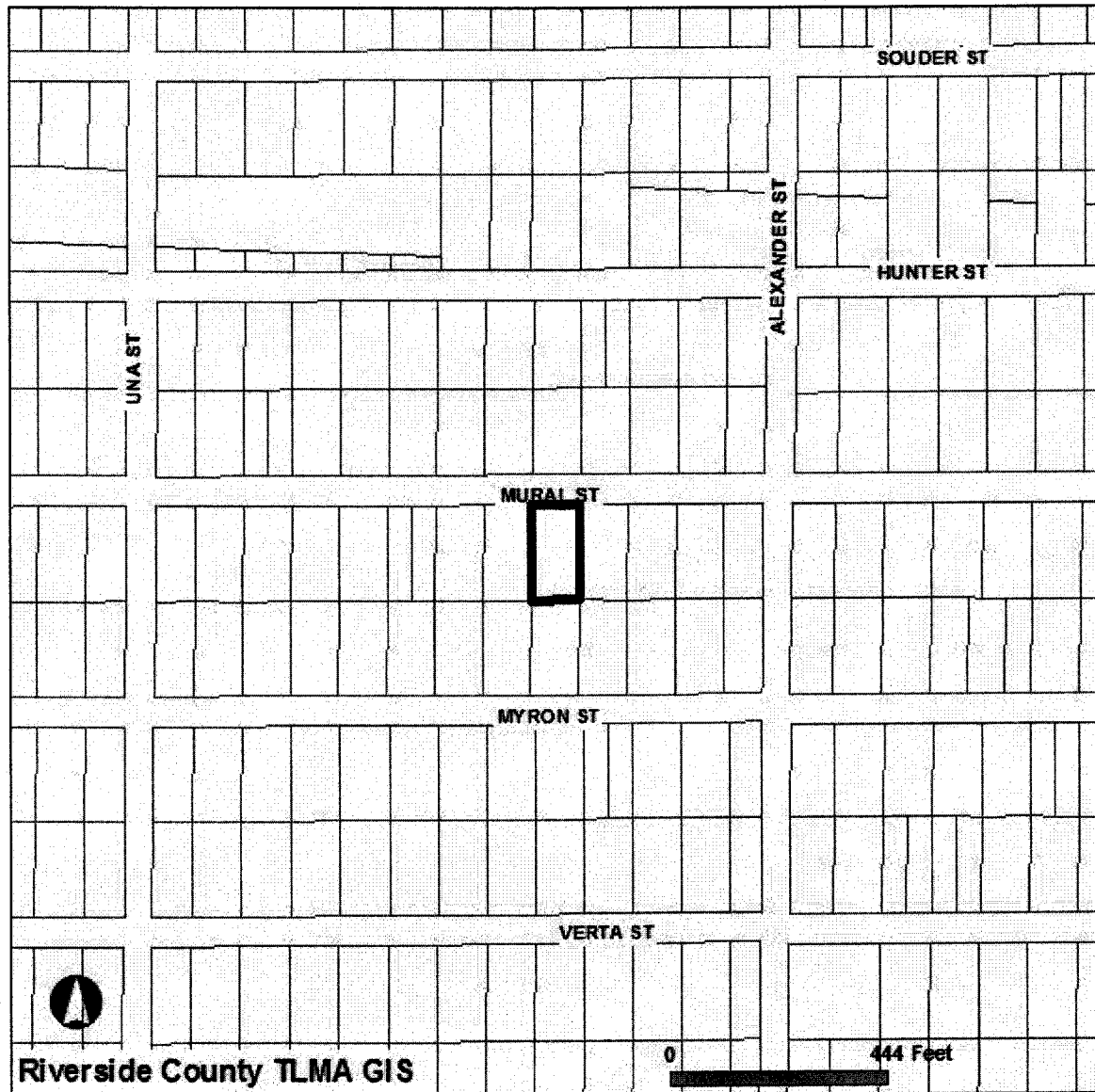
Exhibit “B”

Assessment Roll For the 2011-2012 Tax Year as of January 1,2011

Assessment #319112010-4		Parcel # 319112010-4	
Assessee:	HILLS WILBERT W	Land	24,973
Assessee:	HILLS SANDRA C	Structure	94,942
Mail Address:	20415 MURAL ST PERRIS CA 92570	Full Value	119,915
Real Property Use Code:	R1	Homeowners' Exemption	7,000
Base Year	1982	Total Net	112,915
Conveyance Number:	0217331		
Conveyance (mm/yy):	6/1989		
PUI:	R010012		
TRA:	98-110		
Taxability Code:	0-00		
ID Data:	Lot 168 MB 014/070 UPTON ACRES 5		
Situs Address:	20415 MURAL ST PERRIS CA 92570		

View Parcel Map

RIVERSIDE COUNTY GIS



Selected parcel(s):
319-112-010

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 WITH PERMITS REPORT

APNs

319-112-010-4

OWNER NAME / ADDRESS

WILBERT W HILLS
SANDRA C HILLS
20415 MURAL ST
PERRIS, CA. 92570

MAILING ADDRESS

(SEE OWNER)
(SEE SITUS)

LEGAL DESCRIPTION

RECORDED BOOK/PAGE: MB 14/70
SUBDIVISION NAME: UPTON ACRES 5
LOT/PARCEL: 168, BLOCK: NOT AVAILABLE
TRACT NUMBER: NOT AVAILABLE

LOT SIZE

RECORDED LOT SIZE IS 0.44 ACRES

PROPERTY CHARACTERISTICS

WOOD FRAME, 1277 SQFT., 3 BDRM/ 2 BATH, 1 STORY, ATTACHED GARAGE(400 SQ. FT), CONST'D 1979COMPOSITION, ROOF, CENTRAL HEATING, CENTRAL COOLING

THOMAS BROS. MAPS PAGE/GRID

PAGE: 776 GRID: G3

CITY BOUNDARY/SPHERE

NOT WITHIN A CITY
CITY SPHERE: PERRIS
ANNEXATION DATE: NOT APPLICABLE
LAFCO CASE #: NOT APPLICABLE
PROPOSALS: NOT APPLICABLE

MARCH JOINT POWERS AUTHORITY

NOT IN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY

INDIAN TRIBAL LAND

NOT IN A TRIBAL LAND

SUPERVISORIAL DISTRICT 2011 (ORD. 813)

BOB BUSTER, DISTRICT 1

SUPERVISORIAL DISTRICT (2001 BOUNDARIES)

BOB BUSTER, DISTRICT 1

TOWNSHIP/RANGE

T4SR4W SEC 9

ELEVATION RANGE

1656/1656 FEET

PREVIOUS APN

NO DATA AVAILABLE

PLANNING

LAND USE DESIGNATIONS

Zoning not consistent with the General Plan.
RC-LDR

SANTA ROSA ESCARPMENT BOUNDARY

NOT IN THE SANTA ROSA ESCARPMENT BOUNDARY

AREA PLAN (RCIP)

MEAD VALLEY

GENERAL PLAN POLICY OVERLAYS

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

GENERAL PLAN POLICY AREAS

NONE

ZONING CLASSIFICATIONS (ORD. 348)

R-R-1/2 (CZ 6312)

ZONING DISTRICTS AND ZONING AREAS

MEAD VALLEY DISTRICT

ZONING OVERLAYS

NOT IN A ZONING OVERLAY

HISTORIC PRESERVATION DISTRICTS

NOT IN AN HISTORIC PRESERVATION DISTRICT

SPECIFIC PLANS

NOT WITHIN A SPECIFIC PLAN

AGRICULTURAL PRESERVE

NOT IN AN AGRICULTURAL PRESERVE

REDEVELOPMENT AREAS

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

AIRPORT INFLUENCE AREAS

MARCH AIR RESERVE BASE

AIRPORT COMPATIBILITY ZONES

NOT IN AN AIRPORT COMPATIBILITY ZONE

ENVIRONMENTAL

CVMSHCP (COACHELLA VALLEY MULTI-SPECIES HABITAT CONSERVATION PLAN) CONSERVATION AREA

NOT IN A CONSERVATION AREA

CVMSHCP FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREAS

NOT IN A FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREA

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

NOT IN A CELL GROUP

WRMSHCP CELL NUMBER

NOT IN A CELL

HANS/ERP (HABITAT ACQUISITION AND NEGOTIATION STRATEGY/EXPEDITED REVIEW PROCESS)

NONE

VEGETATION (2005)

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. NORTHWEST

DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)

MEAD VALLEY

SKR FEE AREA (STEPHEN'S KANGAROO RAT ORD. 663.10)

IN OR PARTIALLY WITHIN AN SKR FEE AREA. SEE MAP FOR MORE INFORMATION.

DEVELOPMENT AGREEMENTS

NOT IN A DEVELOPMENT AGREEMENT AREA

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

ROAD BOOK PAGE
58B

TRANSPORTATION AGREEMENTS
NOT IN A TRANSPORTATION AGREEMENT

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

HYDROLOGY

FLOOD PLAIN REVIEW
NOT REQUIRED

WATER DISTRICT
EMWD

FLOOD CONTROL DISTRICT
RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

WATERSHED
SANTA ANA RIVER

GEOLOGIC

FAULT ZONE
NOT IN A FAULT ZONE

FAULTS
NOT WITHIN A 1/2 MILE OF A FAULT

LIQUEFACTION POTENTIAL
LOW

SUBSIDENCE
SUSCEPTIBLE

PALEONTOLOGICAL SENSITIVITY
HIGH SENSITIVITY (HIGH A).
BASED ON GEOLOGIC FORMATIONS OR MAPPABLE ROCK UNITS THAT ARE ROCKS THAT CONTAIN FOSSILIZED BODY ELEMENTS, AND
TRACE FOSSILS SUCH AS TRACKS, NESTS AND EGGS. THESE FOSSILS OCCUR ON OR BELOW THE SURFACE.

MISCELLANEOUS

SCHOOL DISTRICT
VAL VERDE UNIFIED

COMMUNITIES
MEAD VALLEY

COUNTY SERVICE AREA
IN OR PARTIALLY WITHIN
MEAD VALLEY #117 -
STREET LIGHTING

LIGHTING (ORD. 655)
ZONE B, 41.56 MILES FROM MT. PALOMAR OBSERVATORY

2000 CENSUS TRACT
042904

FARMLAND
URBAN-BUILT UP LAND

TAX RATE AREAS

- 098110
- COUNTY FREE LIBRARY
- COUNTY SERVICES AREA 117
- COUNTY STRUCTURE FIRE PROTECTION
- COUNTY WASTE RESOURCE MGMT DIST
- CSA 152
- EASTERN MUNICIPAL WATER
- ERAF RDV
- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZONE 4
- GENERAL
- GENERAL PURPOSE
- METRO WATER EAST 1301999
- PERRIS AREA ELEM SCHOOL FUND
- PERRIS JR HIGH AREA FUND
- PERRIS VALLEY CEMETERY
- PROJ 5 MEAD VAL 03 ANX AB1290
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- RIVERSIDE CITY COMMUNITY COLLEGE
- SAN JACINTO BASIN RESOURCE CONS
- VAL VERDE UNIF
- WATER

SPECIAL NOTES

NO SPECIAL NOTES

CODE COMPLAINTS

Case #	Description	Start Date
CV062129	ABATEMENT	Apr. 11, 2006

BUILDING PERMITS

Case #	Description	Status
414521	REPLACE WATER HEATER	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017
BXX991705	SCREEN ROOM ICBO#3190P	FINAL
BZ332527	PLANCHECK DWLG & ATT GAR	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017
BZ340246	DWELLING AND ATTACHED GARAGE	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017

ENVIRONMENTAL HEALTH PERMITS

Case #	Description	Status
NO ENVIRONMENTAL PERMITS	NOT APPLICABLE	NOT APPLICABLE

PLANNING PERMITS

Case #	Description	Status
NO PLANNING PERMITS	NOT APPLICABLE	NOT APPLICABLE

REPORT PRINTED ON...Mon Apr 16 09:36:19 2012
Version 120118

Exhibit “C”



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

Updated Lot Book

Customer:

RIVERSIDE COUNTY TLMA-CODE INFORCEMENT

4080 Lemon Street
 Riverside CA 92501

Attn: Brent Steele
 Reference: CV06-2129 / Brenda Peeler
 IN RE: HILLS, WILBERT

Property Address: 20415 Mural Street
 Perris CA

Order Number: **26634**

Order Date: 4/23/2012

Dated as of: 4/13/2012

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. : 319-112-010-4

Assessments:	Land Value:	\$24,973.00
	Improvement Value:	\$94,942.00
	Exemption Value:	\$7,000.00
	Total Value:	\$112,915.00

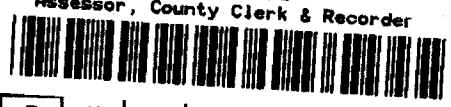
Property Taxes for the Fiscal Year	2011-2012
Total Annual Tax	\$1,209.98
Status: Paid through	06/30/2012

Document Type	Release of Notice of Noncompliance
Document No.	2012-0021548
Recorded	01/18/2012

NO OTHER EXCEPTIONS

County of Riverside
 Code Enforcement: Administration
 4080 Lemon St., 12th floor
 Riverside, CA. 92501
 ATTN: Veronica Hernandez
 When recorded please mail to:
 Mail Stop# 1012

DOC # 2012-0021548
 01/18/2012 03:39P Fee:13.00
 Page 1 of 1
 Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder



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RELEASE OF NOTICE OF NONCOMPLIANCE

NOTICE IS HEREBY GIVEN THAT THE PROPERTY DESCRIBED AS:



APN: 319-112-010
 OWNER OF RECORD: Wilbert & Sandra Hills
 SITUS ADDRESS: 20415 Mural Street, Perris, CA
 LEGAL DESCRIPTION: LOT 168 MB 014/070 UPTON ACRES 5

Case No. CV06-2128 Instrument Number 2007-0566922

The NOTICE OF NONCOMPLIANCE recorded against the above-mentioned property is hereby fully released by the County of Riverside.

COUNTY OF RIVERSIDE
 DEPARTMENT OF CODE ENFORCEMENT

BY: Carol Lynn Anderson
 Carol Lynn Anderson
 Code Enforcement Administration

ACKNOWLEDGMENT

State of California)
 County of Riverside) SS

On 1-18-12 before me, Angela Renee Sarmiento, Notary Public, personally appeared Carol Lynn Anderson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Angela Renee Sarmiento (Seal)





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

Lot Book Report

Order Number: **23556**

Customer:

RIVERSIDE COUNTY TLMA-CODE INFORCEMENT
4080 Lemon Street
Riverside CA 92501

Order Date: 4/27/2011
Dated as of: 4/21/2011
County Name: Riverside

Attn: Brent Steele
Reference: CV06-2129/Jessica Morrison
IN RE: HILLS, WILBERT W

FEE(s):
Report: \$120.00

Property Address: 20415 Mural Street
Perris CA 92570

Assessor's Parcel No. : 319-112-010-4

Assessments:

Land Value:	\$24,788.00
Improvement Value:	\$94,234.00
Exemption Value:	\$7,000.00
Total Value:	\$112,022.00

Tax Information

Property Taxes for the Fiscal Year	2010-2011
Total Annual Tax	\$1,200.42
Status: Paid through	PAID (PAID THRU 06/30/2011)

Property Vesting

The last recorded document transferring title of said property

Dated	05/21/1981
Recorded	07/27/1981



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

Order Number: 23556
Reference: CV06-2129/Jessic

Document No.	141403
D.T.T.	\$79.75
Grantor	Charles Smith and Joyce E. Smith, husband and wife
Grantee	Wilbert W. Hills, a married man as his sole and separate property

Deeds of Trust

Position No.	1st
A Deed of Trust Dated	03/07/2006
Recorded	03/15/2006
Document No.	2006-0183407
Amount	\$212,000.00
Trustor	Wilbert W Hills and Sandra C Hills, husband and wife as joint tenants
Trustee	Financial Title
Beneficiary	Ameriwest Financial Inc.
Assignment Dated	03/07/2006
Recorded	03/22/2006
Document No.	2006-0202510
Assigned to	Mortgage Electronic Registration Systems Inc.

Additional Information

Notice of Non-Compliance filed by	County of Riverside Code Enforcement Department
In the matter of the property of	Wilbert & Sandra Hills
Case No.	CV06-2128
Recorded	09/05/2007
Document No.	2007-0566922
Abstract of Judgment Filed in the	Superior Court of California, County of Orange - Probate Division
Case No.	A 180 688



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

Order Number: 23556
Reference: CV06-2129/Jessic

Recorded	01/22/2002
Document No.	2002-036511
Amount	\$288,445.45
Debtor	Sandra Hill
Creditor	Benla C. Bennett, Successor Trustee

Abstract of Judgment Filed in the	Superior Court of California, County of San Bernardino - Rancho Cucamonga District
Case No.	CIVRS804593
Recorded	06/03/2009
Document No.	2009-0280789
Amount	\$751,849.53
Debtor	Sandra Hills; et al
Creditor	First Mountain Bank, a California Corporation

Legal Description

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

LOT 168 OF UPTON ACRES NO. 5, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 14, PAGE 70 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

1

141403

RECORDING REQUESTED BY
 CHICAGO TITLE INSURANCE COMPANY

AND WHEN RECORDED MAIL TO

NAME Wilbert W. & Sandra C. Hills,
 ADDRESS 24015 Mural St.
 CITY & STATE Perris, Calif. 92370

RECEIVED FOR RECORD
 AT 9:00 O'CLOCK A.M.
 JUL 27 1981
 CHICAGO TITLE INS. CO.
 Book 1981, Page 141403
 Recorded in Official Records
 of Riverside County, California
 D.D.S. Sullivan Recorder
 FEES \$

MAIL TAX STATEMENTS TO

NAME Grantee as shown above
 ADDRESS
 CITY & STATE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Documentary transfer tax \$79.75
 Computed on full value of property conveyed, or
 Computed on full value less liens & encumbrances
 remaining thereon at time of sale.

Signature of declarant or agent determining tax - firm name
 Unincorporated area City of

Escrow No. 3034
 Title Order No. 64254-03

Grant Deed

APN 319-112-010-4

THIS FORM FURNISHED BY TITLE COMPANY OF RIVERSIDE COUNTY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
 CHARLES SMITH AND JOYCE E. SMITH, husband and wife

hereby GRANT(S) to
 WILBERT W. HILLS, a married man as his sole and separate property.

the following described real property in the UNINCORPORATED AREA OF THE
 county of Riverside state of California:

Lot 168 of UPTON ACRES NO. 5, as per map recorded in Book 14, page 70 of Maps,
 in the office of the County Recorder of said County.

Dated May 21, 1981

STATE OF CALIFORNIA }
 COUNTY OF Riverside } SS.
 On May 22, 1981 before me, the under-
 signed, a Notary Public in and for said County and State, personally
 appeared Charles Smith and Joyce E. Smith

Charles Smith
 CHARLES SMITH

Joyce E. Smith
 JOYCE E. SMITH

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

Marilyn Neal
 Signature of Notary
 Marilyn Neal
 Name (Typed or Printed) of Notary

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
 MARILYN NEAL
 NOTARY PUBLIC
 RIVERSIDE CO., CALIF.
 My commission expires 7-31-84

FORM 72-13

MAIL TAX STATEMENTS AS DIRECTED ABOVE

END RECORDED DOCUMENT DONALD D. SULLIVAN, COUNTY RECORDER

Public Record

8

Recording Requested By:
AMERIWEST FINANCIAL, INC.

DOC # 2006-0183407
03/15/2006 08:00A Fee:51.00

Page 1 of 15
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

And After Recording Return To:
AMERIWEST FINANCIAL, INC.
3780 ROSIN CT. STE 240
SACRAMENTO, CALIFORNIA 95834
Loan Number: 0203124508



RECORDED AT THE REQUEST
OF FINANCIAL TITLE COMPANY

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
	✓		15		1				
									✓
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

10001880-658-512
[Space Above This]

DEED OF TRUST

51
T
MH

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 MARCH 7, 2006, together with all Riders to this document.
- (B) "Borrower" is WILBERT W HILLS AND SANDRA C HILLS HUSBAND AND WIFE AS JOINT TENANTS

Borrower is the trustor under this Security Instrument.
(C) "Lender" is AMERIWEST FINANCIAL, INC.

Lender is a CORPORATION organized
and existing under the laws of CALIFORNIA
Lender's address is 3780 ROSIN CT. STE 240, SACRAMENTO, CALIFORNIA 95834

Lender is the beneficiary under this Security Instrument.
(D) "Trustee" is FINANCIAL TITLE
775 BAYWOOD DR., STE 101, PETALUMA, CALIFORNIA 94954

(E) "Note" means the promissory note signed by Borrower and dated MARCH 7, 2006
The Note states that Borrower owes Lender TWO HUNDRED TWELVE THOUSAND AND 00/100
Dollars (U.S. \$ 212,000.00)
plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than APRIL 1, 2036

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

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

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

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY of RIVERSIDE :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N.: 319-112-010-4

which currently has the address of 20415 MURAL STREET

PERRIS

[City]

[Street]
California 92570 ("Property Address")
[Zip Code]

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

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

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

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

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

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

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

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

be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

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

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

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

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

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

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the

Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement

is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

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

other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Wilbert W. Hills (Seal)
WILBERT W HILLS -Borrower

Sandra C. Hills (Seal)
SANDRA C HILLS -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

Witness:

Witness:

[Space Below This Line For Acknowledgment]

State of California

County of RIVERSIDE

On 3.8.06

)
) ss.
)

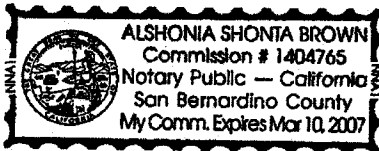
Notary Public

before me, Alshonia Shonta Brown

personally appeared WILBERT W HILLS, SANDRA C HILLS

~~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.



NOTARY SEAL

NOTARY SIGNATURE

Alshonia Shonta Brown
(Typed Name of Notary)

Page No. 2
Order No. 10001880-658-SH1

EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to in this Report is described as follows:

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

Lot 168, as shown on the Map entitled, "Upton Acres of #5", filed for record in Book 14 of Maps, Page 70.

APN: 319-112-010-4
ARB: None

DOC # 2006-0202510

03/22/2006 08:00A Fee:12.00

Page 1 of 2

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



When Recorded Mail To:

Ameriwest Financial
ATTN: Fred Mazzocchi
3780 Rosin Ct. STE 240
Sacramento, CA 95834

Order No.

Escrow No. 10001880-658

Loan No. 0203028329

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Corporation Assignment of Deed of Trust

FOR VALUE RECEIVED, the undersigned hereby grants, assigns, and transfers to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC ITS SUCCESSORS AND/OR ASSIGNS, PO BOX 2026, FLINT, MI 48501-2026

all beneficial interest under that certain Deed of Trust dated MARCH 7, 2006 executed by WILBERT W HILLS AND SANDRA C HILLS HUSBAND AND WIFE AS JOINT TENANTS

Trustor, to FINANCIAL TITLE

Trustee, and recorded as Instrument No. 0183407 on 3/15/06 of Official Records in the County Recorder's office of RIVERSIDE CALIFORNIA

County,

describing land there in as:

See exhibit A attached hereto and made a part hereof.

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

SS.

AMERIWEST FINANCIAL, INC

On MARCH 13, 2006 before me, ALFRED JOHN MAZZOCCHI JR Notary Public personally appeared BRIAN STEPHENSON, VP DIRECT LENDING

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

WITNESS my hand and official seal.

Signature *Alfred John Mazzocchi Jr.*

(This area for official notarial seal)

DOCUMT: DOCUMT.VTX 04/07/2004

MDN: 100010402031245081 MERS Phone: 1-888-679-6377



Public Record

10001880 -658 -SH1

Legal Description

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

Lot 168, as shown on the Map entitled, "Upton Acres of #5", filed for record in Book 14 of Maps, Page 70.

319-112-010-4

When recorded please mail to:
5144

DOC # 2007-0566922

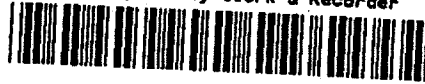
09/05/2007 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



NOTICE OF NONCOMPLIANCE

M
030

In the matter of the Property of
WILBERT & SANDRA HILLS

) Case No. CV06-2128

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 541, 348, (RCC Title 8.120.010, 17.16.010) described as ACCUMULATED RUBBISH, EXCESSIVE OUTSIDE STORAGE. Such Proceedings are based upon the noncompliance of such real property, located at 20415 MURAL STREET PERRIS, CA, and more particularly described as Assessor's Parcel Number 319-112-010 and having a legal description of LOT 168 MB 014/070 UPTON ACRES 5, Records of Riverside County, with the requirements of Ordinance No. 541, 348 (RCC Title 8.120.010, 17.16.010).

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

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

COUNTY OF RIVERSIDE
CODE ENFORCEMENT DEPARTMENT

By [Signature]
Mark Slocum
Code Enforcement Department

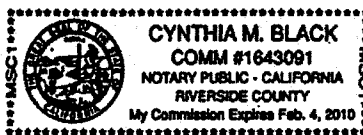
ACKNOWLEDGMENT

State of California)
County of Riverside)

On 8/9/07 before me, Cynthia Black, Notary Public, personally appeared Mark Slocum, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]



Public Record

DOC # 2002-036511

01/22/2002 08:08A Fee:14.00

Page 1 of 2

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder

Recording requested by: Bennett M. Sigmond
as Attorney for Assignee of Record

Mail back to: Bennett M. Sigmond
Cage Williams Abelman & Layden P.C.
1433 Seventeenth Street
Denver, Colorado 80202



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Abstract of Judgment

Public Record

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): <input checked="" type="checkbox"/> Recording requested by and return to: Bennett M. Sigmond Cage Williams Abelman & Layden, P.C. 1433 Seventeenth Street, #300 Denver, Colorado 80202		TELEPHONE NO.: (303) 295-0202	FOR RECORDER'S USE ONLY
<input checked="" type="checkbox"/> ATTORNEY FOR <input type="checkbox"/> JUDGMENT CREDITOR <input checked="" type="checkbox"/> ASSIGNEE OF RECORD			
NAME OF COURT: Orange County Superior Court STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: 700 Civic Center Drive West CITY AND ZIP CODE: Santa Ana, California 92702-1994 BRANCH NAME: Probate Division			
PLAINTIFF: In re: Lillie Family Trust U/A dated August 8, 1989 DEFENDANT:		CASE NUMBER: A 180 688	
ABSTRACT OF JUDGMENT			

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

a. Judgment debtor's

Name and last known address

Sandra Hill
23952 Windsong Street, #2-F
Aliso Viejo, CA 92656

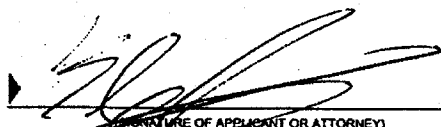
b. Driver's license No. and state: Unknown

c. Social Security No.: **567-56-9315** Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):

Sandra Hill
3440-A, Calle Azul
Laguna Woods, CA 92653

e. Additional judgment debtors are shown on reverse.
 Date: **December 4, 2001**
 ...**Bennett M. Sigmond**.....
 (TYPE OR PRINT NAME)



 (NAME OF APPLICANT OR ATTORNEY)

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

b. A certified copy of the judgment is attached.

3. Judgment creditor (name):
Benla C. Bennett, Successor Trustee →
 whose address appears on this form above the court's name.

4. Judgment debtor (full name as it appears in judgment):
SANDRA HILL

5. a. Judgment entered on (date): **June 17, 1998**

b. Renewal entered on (date):

c. Renewal entered on (date):

This abstract issued on (date): **DEC 14 2001**


6. Total amount of judgment as entered or last renewed:
\$288,445.45

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

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

9. This judgment is an installment judgment.

ALAN S. LATER, EXECUTIVE CLERK

Clerk, by  Deputy

Form Adopted by Rule 962 Judicial Council of California 962(a)(1) (Rev. January 1, 1991)

ABSTRACT OF JUDGMENT (CIVIL)

WEST GROUP Official Publisher Code of Civ. Procedure, §§ 486.480, 674, 700.190

2862-836511
 01/22/2002 08:00A
 2 of 2

R

DOC # 2009-0280789
06/03/2009 08:00A Fee:28.00
Page 1 of 4
Recorded in Official Records
County of Riverside
Larry U. Ward
Assessor, County Clerk & Recorder

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

Prenovost, Normandin, Bergh
& Dawe

AND WHEN RECORDED MAIL TO:

Prenovost, Normandin, Bergh
& Dawe
2122 N. Broadway, Suite 200
Santa Ana, CA 92706-2614
Steven L. Bergh, Esq.



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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M	(A)	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
NOTICE SENT									043

Space above this line for recorder's use only

TRA:
DTT:

ABSTRACT OF JUDGMENT

(29) 043

Title of Document

THIS AREA FOR
RECORDER'S
USE ONLY

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

ACR 238P-AS4RE0 (Rev. 07/2006)

Public Record

EJ-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number): [File No. 7890-009]
Recording requested by and return to: Steven L. Bergh, Esq.
Steven L. Bergh, SBN 110211
PRENOVOST, NORMANDIN, BERGH & DAWE
A Professional Corporation
2122 North Broadway, Suite 200
Santa Ana, CA 92706-2614
(714) 547-2444

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO
STREET ADDRESS: 8303 N. Haven Avenue
MAILING ADDRESS:
CITY AND ZIP CODE: Rancho Cucamonga, CA 91730
BRANCH NAME: RANCHO CUCAMONGA DISTRICT

FOR RECORDER'S USE ONLY

PLAINTIFF: FIRST MOUNTAIN BANK, a California corporation
DEFENDANT: CALIFORNIA EMPIRE BANCORP, INC., a California corporation, et al.

CASE NUMBER:
CIVRS804593

ABSTRACT OF JUDGMENT—CIVIL Amended
AND SMALL CLAIMS

FOR COURT USE ONLY

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:
- a. Judgment debtor's
Name and last known address
California Empire Bancorp, Inc.,
a California Corporation
6026 Los Altos
Rancho Cucamonga, CA 91734
- b. Driver's license no. [last 4 digits] and state: Unknown
- c. Social security no. [last 4 digits]: Unknown
- d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): Roderick Clignett, agent for service
6026 Los Altos, Rancho Cucamonga, CA 91739

2. Information on additional judgment debtors is shown on page 2.
3. Judgment creditor (name and address):
FIRST MOUNTAIN BANK, a California corporation
4. Information on additional judgment creditors is shown on page 2.
5. Original abstract recorded in this county:
a. Date:
b. Instrument No.:

Date: May 15, 2009

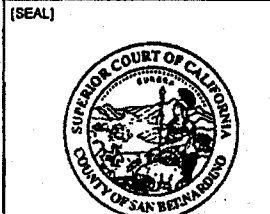
STEVEN L. BERGH

(TYPE OR PRINT NAME)

Steven L. Bergh

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
\$ 751,849.53
7. All judgment creditors and debtors are listed on this abstract.
8. a. Judgment entered on (date): January 16, 2009
b. Renewal entered on (date):
9. This judgment is an installment judgment.
10. An execution lien attachment lien is endorsed on the judgment as follows:
a. Amount: \$
b. In favor of (name and address):



This abstract issued on (date):

MAY 20 2009

11. A stay of enforcement has
a. not been ordered by the court.
b. been ordered by the court effective until (date):
12. a. I certify that this is a true and correct abstract of the judgment entered in this action.
b. A certified copy of the judgment is attached.
- Clerk, by *J. W. Huban*, Deputy

Form Adopted for Mandatory Use
Judicial Council of California
EJ-001 [Rev. January 1, 2008]

ABSTRACT OF JUDGMENT—CIVIL
AND SMALL CLAIMS

Legal
Solutions
& Plus

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

Public Record

PLAINTIFF: FIRST MOUNTAIN BANK, a California corporation	CASE NUMBER:
DEFENDANT: CALIFORNIA EMPIRE BANCORP, INC., a California corporation, et al.	CIVRS804593

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (name and address):
14. Judgment creditor (name and address):

15. Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address

California Empire Financial Group, Inc.,
a California Corporation
6026 Los Altos
Rancho Cucamonga, CA 91734

Driver's license no. [last 4 digits]
and state: Unknown

Social security no. [last 4 digits]: Unknown

Summons was personally served at or mailed to (address):
Roderick Clignett, Agent for Service
6026 Los Altos
Rancho Cucamonga, CA 91374

17. Name and last known address

Roderick Clignett, an individual
6026 Los Altos
Rancho Cucamonga, CA 91374

Driver's license no. [last 4 digits]
and state: CA 2134 Unknown

Social security no. [last 4 digits]: 7925 Unknown

Summons was personally served at or mailed to (address):
Roderick Clignett, an individual and husband
6026 Los Altos
Rancho Cucamonga, CA 91374

18. Name and last known address

Darolyn Clignett, an individual
6026 Los Altos
Rancho Cucamonga, CA 91734

Driver's license no. [last 4 digits]
and state: Unknown

Social security no. [last 4 digits]: 7746 Unknown

Summons was personally served at or mailed to (address):
Darolyn Clignett, an individual and wife
5739 Mayberry
Alta Loma, CA 91737

19. Name and last known address

Lester T. Hills, an individual
9808 Alder Ridge Place
Rancho Cucamonga, CA 91739

Driver's license no. [last 4 digits]
and state: Unknown

Social security no. [last 4 digits]: 6732 Unknown

Summons was personally served at or mailed to (address):
M. Stephen Cho, Esq./Cho & De La Cerra, Attorney for
Barton Plaza Office Complex, 10535 Foothill Blvd.,
Ste. 460, Rancho Cucamonga, CA 91730

20. Continued on Attachment 20.

SHORT TITLE: FIRST MOUNTAIN BANK v. CALIFORNIA EMPIRE
BANCORP, INC.

CASE NUMBER:
CIVRS804593

1 ATTACHMENT 20:

2 20. Name and last known address:

3 Sandra Hills, an individual

4 9808 Alder Ridge Place

5 Rancho Cucamonga, CA 91739

6 Driver's License No. and State: Unknown

7 Social Security No.: 1089

8 Summons was personally served at or mailed to:

9 M. Stephen Cho, Esq./Cho & De La Cerra, Attorney for

10 Barton Plaza Office Complex, 10535 Foothill Blvd., Suite 460

11 Rancho Cucamonga, CA 91730

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(Required for verified pleading) The items on this page stated on information and belief (specify item numbers, not line numbers):

27

This page may be used with any Judicial Council form or any other paper filed with this court.

Page 3

Form Approved by the
Judicial Council of California
MC-020 (New January 1, 1987)
Optional Form

ADDITIONAL PAGE
Attach to Judicial Council Form or Other Court Paper

Legal
Solutions
& Plus

CRC 201, 501

Public Record



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: CV06-2129 / Brenda Peeler
 IN RE: HILLS, WILBERT W.

Property Address: 20415 Mural Street
 Perris CA 92570

Order Number: **24487**

Order Date: 8/1/2011
 Dated as of: 7/27/2011
 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. : 319-112-010-4

Assessments:	Land Value:	\$24,788.00
	Improvement Value:	\$94,234.00
	Exemption Value:	\$7,000.00
	Total Value:	\$112,022.00

Notice of Non-Compliance filed by	Riverside County Code Enforcement
In the matter of the property of	Wilbert W Hills / Sandra Hills
Case No.	CV06-2129
Recorded	05/11/2011
Document No.	2011-0208727

NO OTHER EXCEPTIONS

When recorded please mail to:
 Riverside County Code Enforcement
 District 1 Mead Valley Office
 19450 Clark Street
 Perris, CA 92570
 Mail Stop # 5004

DOC # 2011-0208727

05/11/2011 02:38P Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Hard

Assessor, County Clerk & Recorder



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

NOTICE OF NONCOMPLIANCE



In the matter of the Property of
 WILBERT W HILLS / SANDRA HILLS

Case No. CV06-2129

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No.348, (RCC Title 17.16.010) described as EXCESSIVE OUTSIDE STORAGE & Riverside County Ordinance No. 541, (RCC Title 8.120.010) described as ACCUMULATED RUBBISH. Such proceedings are based upon the noncompliance of such real property, located at 20415 MURAL STREET, PERRIS, CA, and more particularly described as Assessor's Parcel Number 319-112-010 and having a legal description of LOT 168 MB 014/070 UPTON ACRES 5, Records of Riverside County, with the requirements of Ordinance No. 348 & Ordinance No. 541 (RCC Title 17.16.010 & RCC Title 8.120.010).

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

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

RIVERSIDE COUNTY CODE ENFORCEMENT

By Manuel A. Acuefo
 Manuel A. Acuefo
 Code Enforcement Department

ACKNOWLEDGEMENT

State of California)
 County of Riverside)

On 4/27/11 before me, Jessica Morrison, Notary Public, personally appeared Manuel A. Acuefo, 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.

Jessica Morrison
 Commission # 1904280 . Comm. Expires Sep. 17, 2014



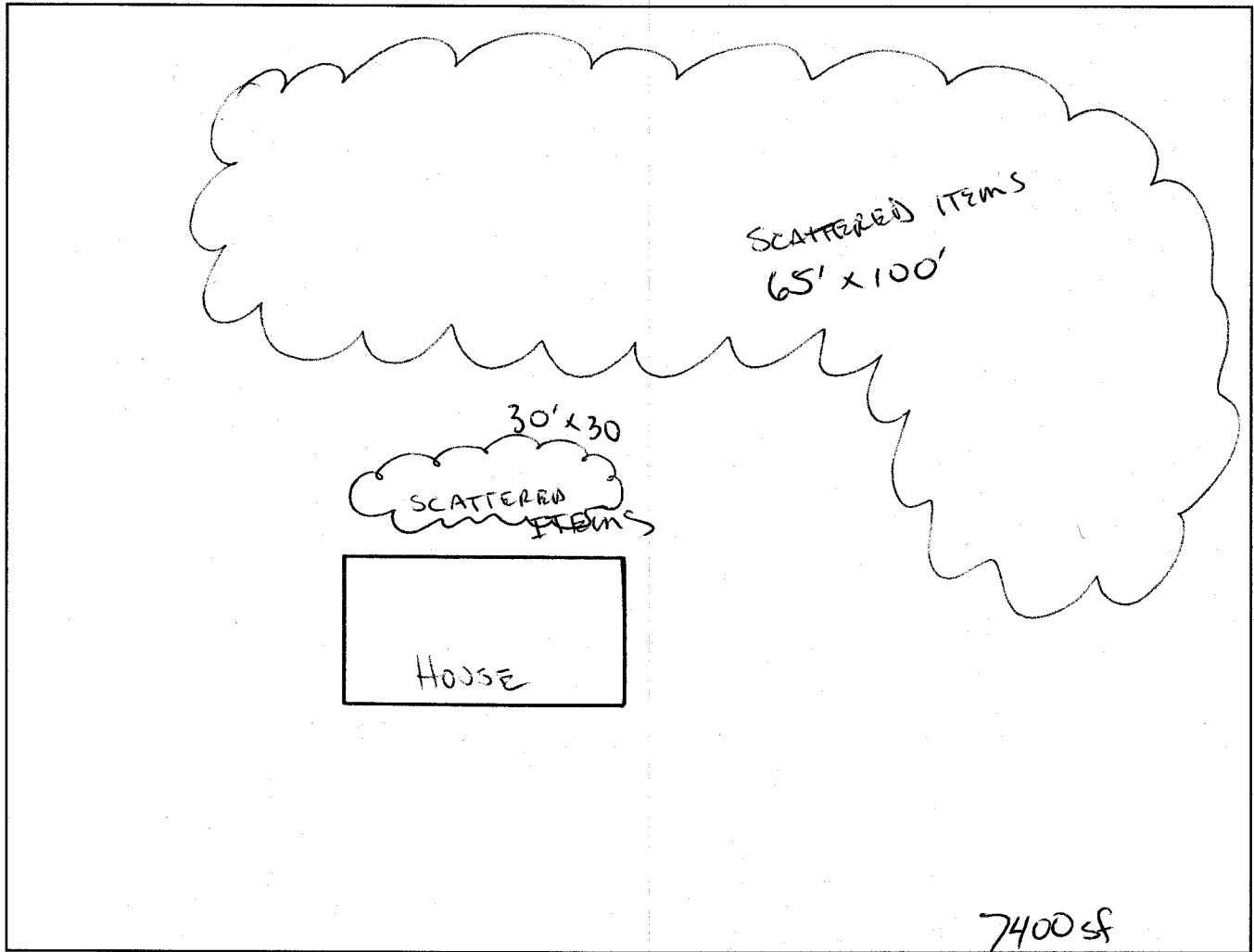
Exhibit “D”

SITE PLAN: Case # CV-062129

OWNER(S): WILBERT W HILLS / SANDRA C HILLS
SITE ADDRESS: 20415 MURAL ST, PERRIS
ASSESSOR'S PARCEL: 319-112-010
ACREAGE: 0.439999


NORTH ARROW: 

REAR PROPERTY LINE



FRONT PROPERTY LINE: 20415 MURAL ST, PERRIS

PREPARED BY: C Black DATE: 5-16-11

 = ACCUMULATED RUBBISH / EXCESSIVE OUTDOOR STORAGE

CV06-2129

04/18/07

Officer M. Jones #65

Photo #1

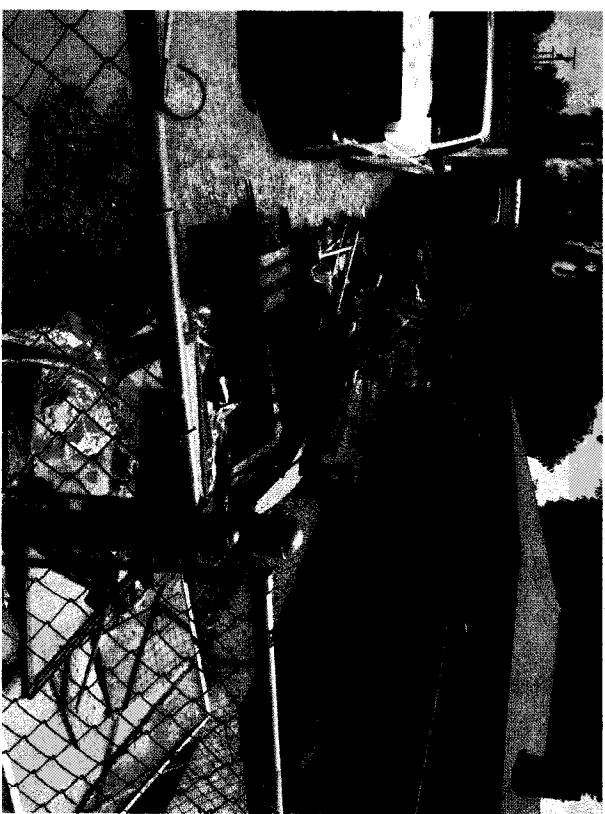


Photo #2



CV06-2129

04/18/07

Officer M. Jones #65

Photo #3



Photo #4



CV06-2129

04/18/07

Officer M. Jones #65

Photo #5

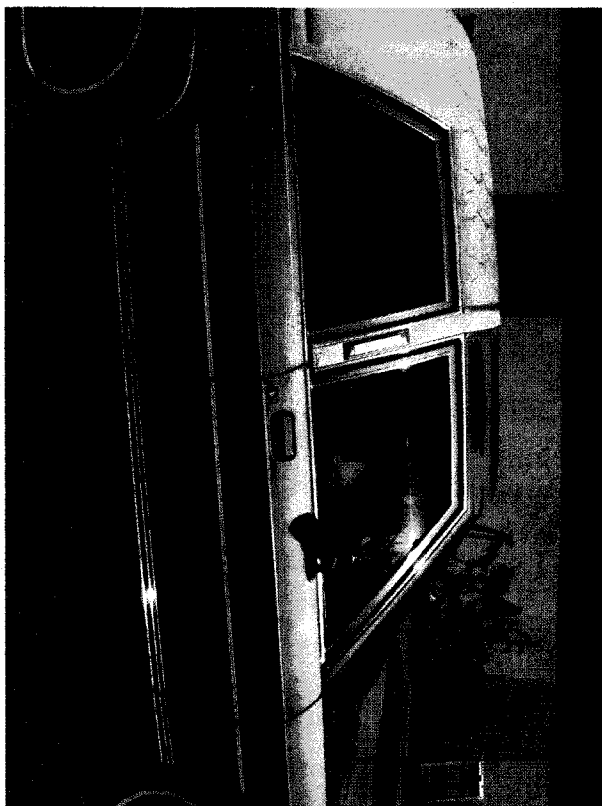
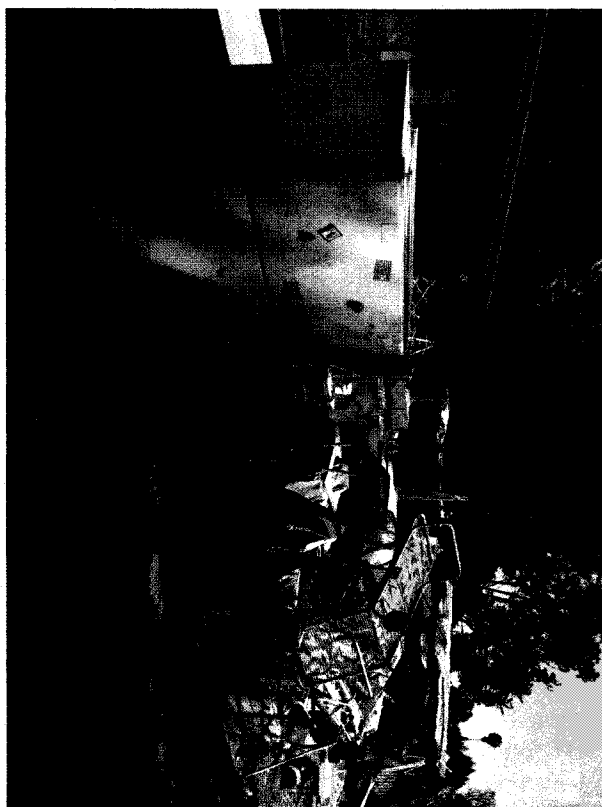


Photo #6



CV06-2129

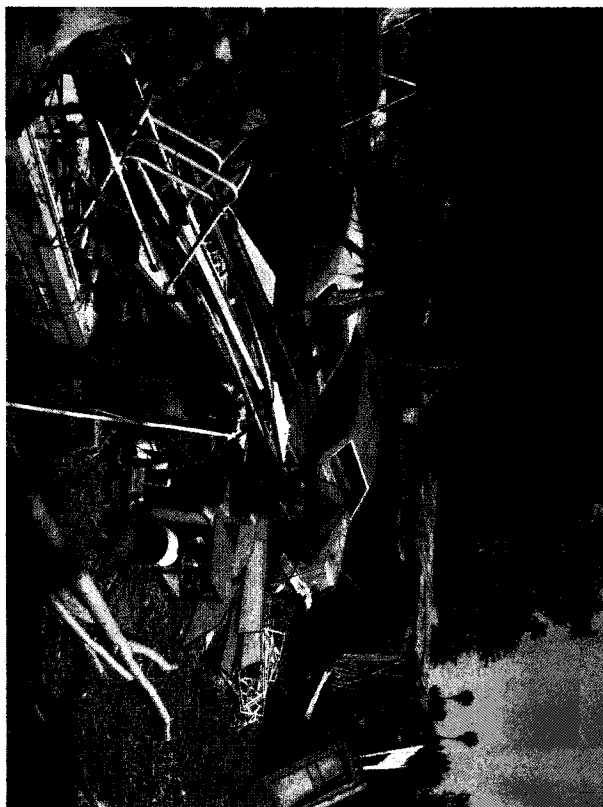
04/18/07

Officer M. Jones #65

Photo #7



Photo #8



CV06-2129

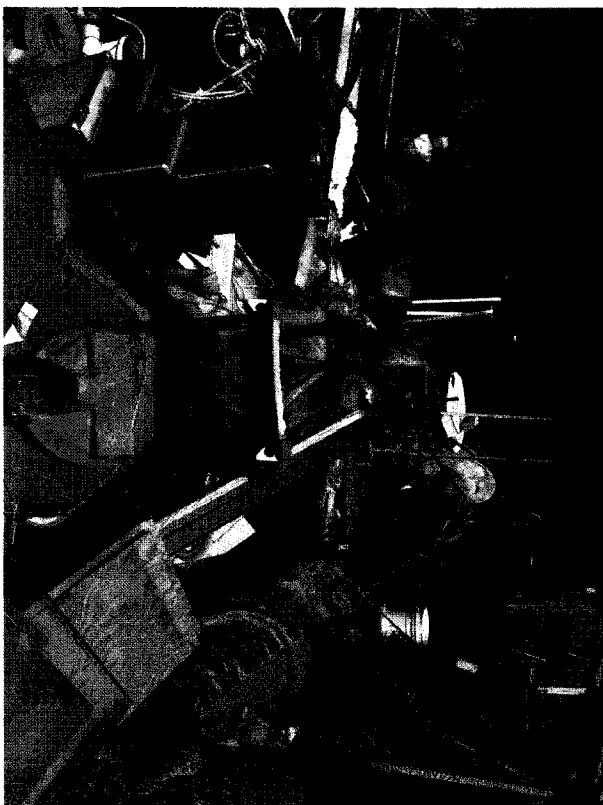
04/18/07

Officer M. Jones #65

Photo #9



Photo #10



CV06-2129

04/18/07

Officer M. Jones #65

Photo #11

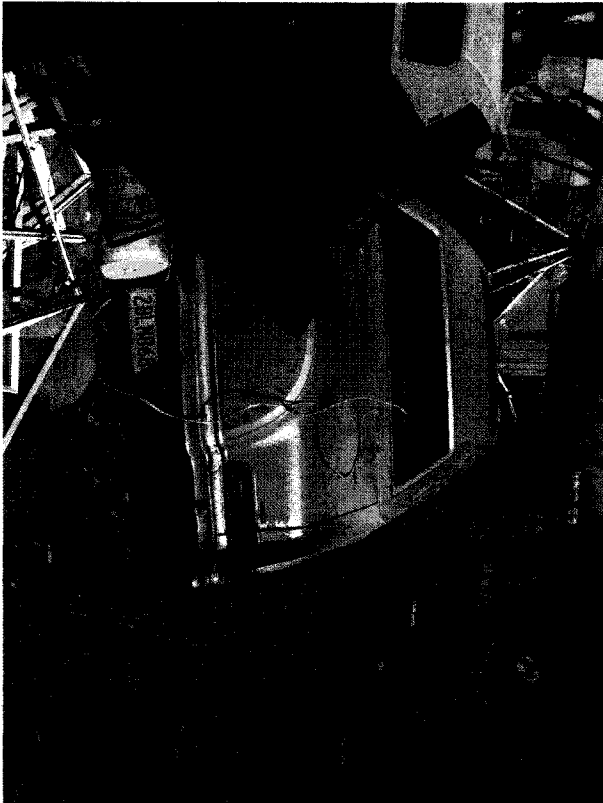


Photo #12



CV06-2129

04/18/07

Officer M. Jones #65

Photo #13

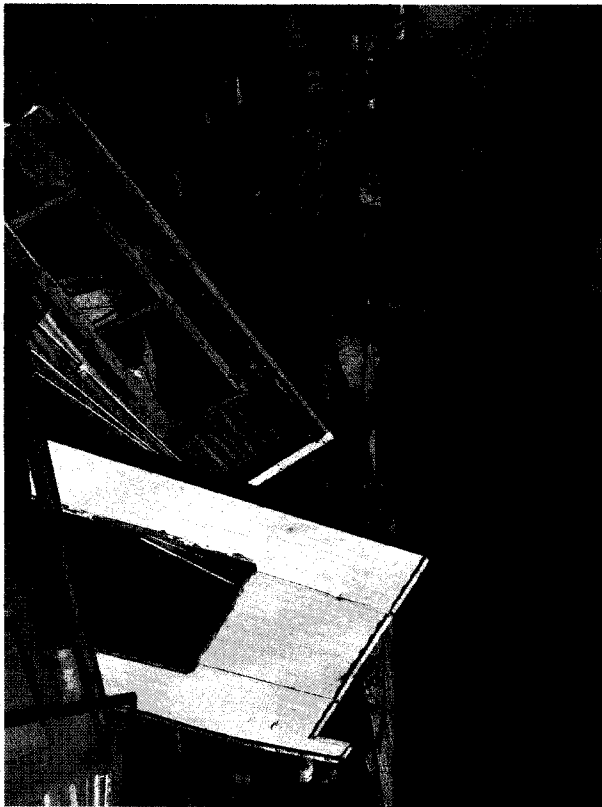
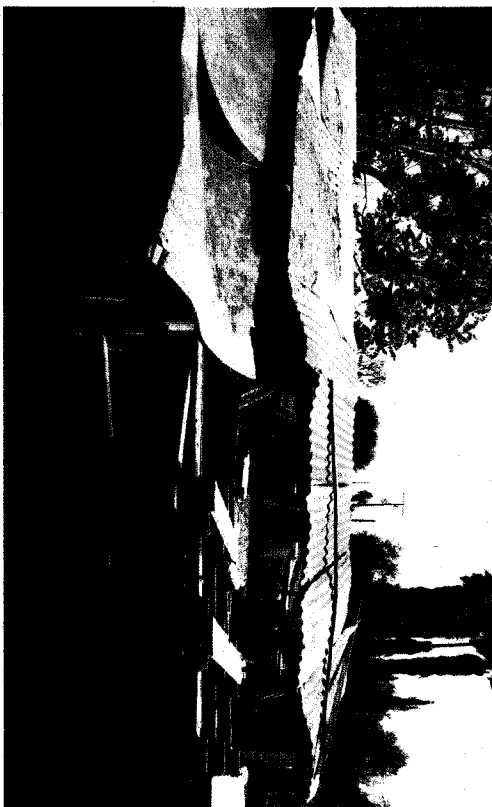


Photo #14



CV06-2129

04/18/07

Officer M. Jones #65

Photo #15

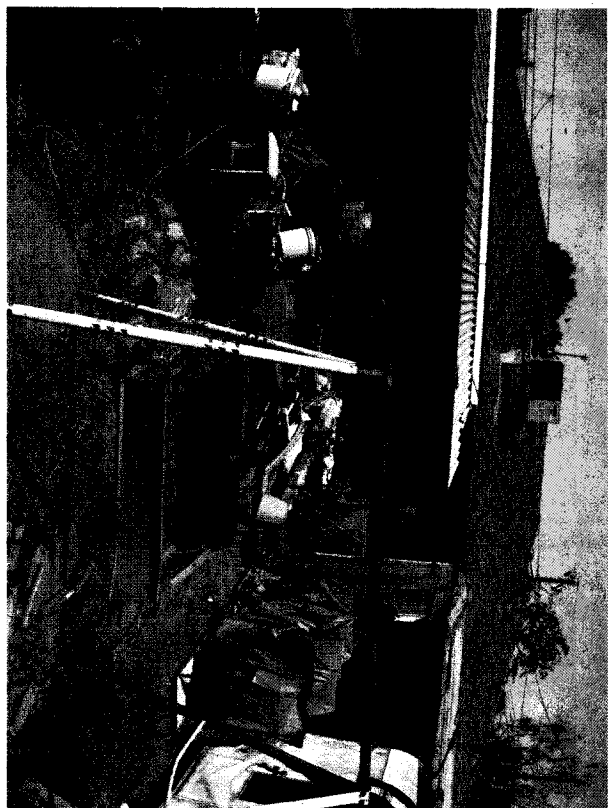


Photo #16



CV06-2129

04/18/07

Officer M. Jones #65

Photo #17



Photo #18



CV06-2129

04/18/07

Officer M. Jones #65

Photo #19

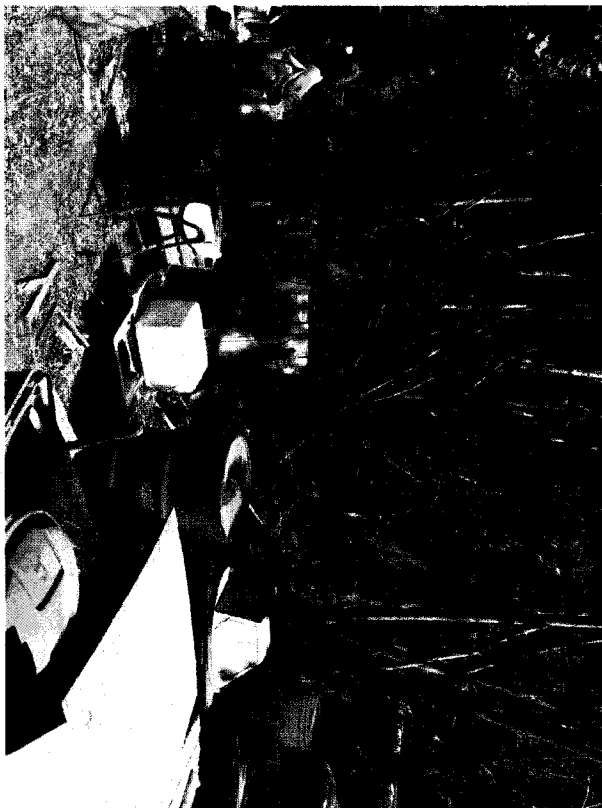


Photo #20



Code Enforcement Case: CV062129

Printed on: 05/31/2011

Photographs



Photo #1 - AR/EOS remains - 04/26/2011



Photo #2 - AR/EOS remains - 04/26/2011



Photo #3 - AR/EOS remains - 04/26/2011



Photo #4 - AR/EOS remains - 04/26/2011



Photo #1 - AR/EOS remains - 05/16/2011



Photo #2 - AR/EO remains - 05/16/2011



Photo #3 - AR/EOS remains - 05/16/2011



Photo #4 - AR/EOS remains - 05/16/2011

Code Enforcement Case: CV062129

Printed on: 07/26/2011

Photographs



from open adj. parcel-a/r & eos remain at rear yd; by SCervantes - 07/19/2011



from open adj. parcel-a/r & eos remain at rear yd; by SCervantes - 07/19/2011



from r/ow, acc. rubbish & eos remains; by SCervantes - 07/19/2011

Exhibit “E”

COUNTY OF RIVERSIDE
DEPARTMENT OF BUILDING & SAFETY
CODE ENFORCEMENT DIVISION
NOTICE OF VIOLATION

CVOG
CASE NO.: 2129 APN 319-112-010

THE PROPERTY AT 20415 MURAL ST. PERRIS
WAS INSPECTED AT 255 am/pm ON 4-18-07
BY M. JONES #165

(Name of Inspector or Investigator/ Badge No.)

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

CODE RCC SECTION 8.120.010 / 17.16.010
#1 ACCUMULATED RUBBISH / EXCESSIVE #2
OUTSIDE STORAGE

YOU ARE DIRECTED TO COMPLY WITH THIS NOTICE BY

#1. REMOVE ALL RUBBISH & DISPOSE OF IT IN A
LEGAL LANDFILL #2 REMOVE OR REDUCE
ALL OUTSIDE STORAGE TO 100 SQ FT

IMMEDIATELY. A FOLLOW-UP INVESTIGATION WILL BE CONDUCTED
ON OR ABOUT 5-18-07. FAILURE TO COMPLY BY THIS DATE
COULD RESULT IN THE ISSUANCE OF AN ADMINISTRATIVE
CITATION, AND THE IMPOSITION OF A LIEN ON THE PROPERTY FOR
THE ABATEMENT AND ENFORCEMENT COSTS.

PENALTY FOR FAILURE TO COMPLY

A FINE MAY BE ASSESSED AT THE RATE OF:

\$100 FOR EACH VIOLATION ON THE FIRST OFFENSE

\$200 FOR EACH VIOLATION ON THE SECOND OFFENSE

\$500 FOR EACH VIOLATION ON THE THIRD OFFENSE

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS
CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS
ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN
HOURLY RATE OF \$ 109.00 AS DETERMINED BY THE BOARD OF
SUPERVISORS. YOU WILL HAVE THE RIGHT TO OBJECT TO THESE
CHARGES BY FILING A REQUEST FOR HEARING WITH THE
DEPARTMENT OF BUILDING & SAFETY WITHIN TEN (10) DAYS OF
SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION
C. OF RIVERSIDE COUNTY CODE 1.16.080

M. Jones #165
SIGNATURE - INSPECTOR OR INVESTIGATOR

OFFICE LOCATIONS: (See Reverse Side)

RECEIVED BY:

POSTED

DATE: 4-18-07



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

John Boyd
DIRECTOR

AFFIDAVIT OF POSTING OF NOTICES

Case No.: CV06-2129

I, Matt Jones, hereby declare:

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

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

2. That on **April 18, 2007 at 2:55 p.m.**, I securely and conspicuously posted a **“Notice of Violation”** at the property described as:

Property Address: 20415 Mural St, Perris

Assessor's Parcel Number: 319-112-010

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

Executed on April 18, 2007 at Lake Elsinore, California.

CODE ENFORCEMENT DEPARTMENT

By: _____
Matt Jones #65, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

NOTICE OF VIOLATION

May 11, 2011

WILBERT W HILLS / SANDRA C HILLS
20415 MURAL ST
PERRIS, CA. 92570

RE CASE NO: CV062129 at 20415 MURAL ST, in the community of PERRIS, California, Assessor's Parcel Number 319-112-010

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 20415 MURAL ST, in the community of PERRIS California, Assessor's Parcel Number 319-112-010, 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 allowed

COMPLIANCE MUST BE COMPLETED BY June 10, 2011. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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

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

CODE ENFORCEMENT DEPARTMENT

By: Sara Cervantes, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

NOTICE OF VIOLATION

May 11, 2011

AMERIWEST FINANCIAL, INC
ATTN: FRED MAZZOCCHI
3780 ROSIN CT, STE 240
SACRAMENTO, CA 95834

RE CASE NO: CV062129 at 20415 MURAL ST, in the community of PERRIS, California, Assessor's Parcel Number 319-112-010

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 20415 MURAL ST, in the community of PERRIS California, Assessor's Parcel Number 319-112-010, 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 allowed

COMPLIANCE MUST BE COMPLETED BY June 10, 2011. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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

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

CODE ENFORCEMENT DEPARTMENT

By: Sara Cervantes, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

PROOF OF SERVICE

Case No. CV062129

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

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

That on May 11, 2011, 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:

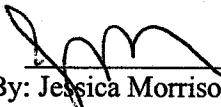
WILBERT W HILLS / SANDRA C HILLS 20415 MURAL ST, PERRIS, CA. 92570
AMERIWEST FINANCIAL, INC ATTN: FRED MAZZOCCHI 3780 ROSIN CT, STE 240, SACRAMENTO, CA 95834

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 May 11, 2011 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT


By: Jessica Morrison, Code Enforcement Aide

U.S. Postal Service		CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>			
For delivery information visit our website at www.usps.com			
OFFICIAL USE			
Postage	\$		Postmark Here
Certified Fee			
Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			
WILBERT W HILLS / SANDRA C HILLS 20415 MURAL ST PERRIS, CA. 92570 CV06-2129 CB 319			

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:

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Sandra C. Hills*

- Agent
 Addressee

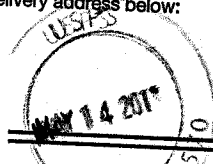
B. Received by (Printed Name)

SANDRA HILLS

C. Date of Delivery

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

**WILBERT W HILLS / SANDRA C HILLS
20415 MURAL ST
PERRIS, CA. 92570
CV06-2129 CB 319**



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

2. Article Number

(Transfer from service label)

7010 1060 0000 4540 8798

4. Restricted Delivery? (Extra Fee)

Yes

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

[English](#)

[Customer Service](#)

[USPS Mobile](#)

[Register / Sign In](#)



[Search USPS.com or Track Packages](#)

[Quick Tools](#)

[Ship a Package](#)

[Send Mail](#)

[Manage Your Mail](#)

[Shop](#)

[Business Solutions](#)

Track & Confirm

You entered: 7010106000045408781

Status: Delivered

Your item was delivered at 9:28 am on June 24, 2011 in PERRIS, CA 92570. Additional information for this item is stored in files offline.

You may request that the additional information be retrieved from the archives, and that we send you an e-mail when this retrieval is complete. Requests to retrieve additional information are generally processed within four hours. This information will remain online for 30 days.

I would like to receive notification on this request



Find Another Item

What's your label (or receipt) number?



LEGAL

- [Privacy Policy >](#)
- [Terms of Use >](#)
- [FOIA >](#)
- [No FEAR Act EEO Data >](#)

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**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

AFFIDAVIT OF POSTING OF NOTICES

May 16, 2011

RE CASE NO: CV062129

I, Cynthia Black, hereby declare:

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

That on 5/16/2011 at 3:40 p.m., I securely and conspicuously posted Notice of Violation at the property described as:

Property Address: 20415 MURAL ST, PERRIS

Assessor's Parcel Number: 319-112-010

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

Executed on May 16, 2011 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Cynthia Black, Senior Enforcement Officer

Exhibit “F”

When recorded please mail to:
Riverside County Code Enforcement
District 1 Mead Valley Office
19450 Clark Street
Perris, CA 92570
Mail Stop # 5004

DOC # 2011-0208727
05/11/2011

Customer Copy Label
The paper to which this label is
affixed has not been compared
with the recorded document
Larry W Ward
County of Riverside
Assessor, County Clerk & Recorder

NOTICE OF NONCOMPLIANCE

In the matter of the Property of
WILBERT W HILLS / SANDRA HILLS)
Case No. CV06-2129)

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No.348, (RCC Title 17.16.010) described as EXCESSIVE OUTSIDE STORAGE & Riverside County Ordinance No. 541, (RCC Title 8.120.010) described as ACCUMULATED RUBBISH. Such proceedings are based upon the noncompliance of such real property, located at 20415 MURAL STREET, PERRIS, CA, and more particularly described as Assessor's Parcel Number 319-112-010 and having a legal description of LOT 168 MB 014/070 UPTON ACRES 5, Records of Riverside County, with the requirements of Ordinance No. 348 & Ordinance No. 541 (RCC Title 17.16.010 & RCC Title 8.120.010).

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

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

RIVERSIDE COUNTY CODE ENFORCEMENT

By [Signature]
Manuel A. Acueto
Code Enforcement Department

ACKNOWLEDGEMENT

State of California)
County of Riverside)

On 4/27/11 before me, Jessica Morrison, Notary Public, personally appeared Manuel A. Acueto, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

[Signature]





**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

Glenn Baude
Director

May 8, 2012

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

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

Case No.: CV06-2129
APN: 319-112-010; HILLS
Property: 20415 Mural Street, Perris

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 348, 541 and 725 to consider the abatement of the excess outside storage and accumulated rubbish located on the SUBJECT PROPERTY described as **20415 Mural Street, Perris, Riverside County, California**, and more particularly described as Assessor's Parcel Number 319-112-010.

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 excess outside storage and accumulated rubbish from the real property.

SAID HEARING will be held on **Tuesday, June 5, 2012, 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.

We encourage you to contact Code Enforcement at (951) 955-2004 upon receipt of this Notice to discuss the case and attempt to reach a resolution prior to the hearing. If you plan to attend the hearing, please check-in with Code Enforcement staff at 8:30 a.m. on the day of the hearing in the lobby of the first floor annex in front of the Clerk of the Board's Office.

GLENN BAUDE
DIRECTOR

Carol Lynn Anderson
Administrative Services Officer

NOTICE LIST

Subject Property: 20415 Mural Street, Perris
Case No.: CV 06-2129; APN: 319-112-010; District 1/1

WILBERT W HILLS
SANDRA C HILLS
20415 MURAL STREET
PERRIS CA 92570

FINANCIAL TITLE
775 BAYWOOD DR
SUITE 101
PETALUMA CA 94954

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS
PO BOX 2026
FLINT MI 48501

FIRST MOUNTAIN BANK
C/O STEVEN L BERGH ESQ
2122 N BROADWAY SUITE 200
SANTA ANA CA 92706

EXHIBIT NO. _____

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1 **PROOF OF SERVICE**

2 Case No. CV06-2129

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 May 8, 2012, 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)**

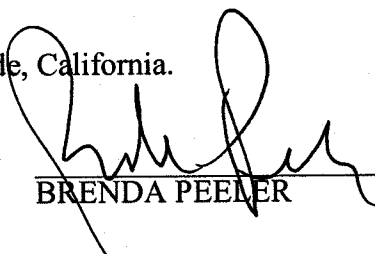
13 XX **BY FIRST CLASS MAIL.** I am "readily familiar" with the office's practice of collection
14 and processing correspondence for mailing. Under that practice it would be deposited with
15 the U.S. Postal Service on that same day with postage thereon fully prepaid at Riverside,
16 California, in the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

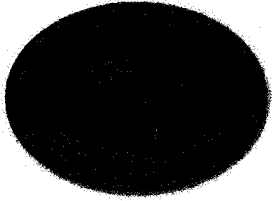
19 XX **STATE - I declare under penalty of perjury under the laws of the State of California that the
20 above is true and correct.**

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 May 8, 2012, 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

May 9, 2012

RE CASE NO: CV062129

I, Patricia (Tricia) Silva, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 17650 Cajalco Road, Perris, California 92570 .

That on 05/09/12 at 10:59 AM, I securely and conspicuously posted Notice to Correct County Ordinance Violations and Abate Public Nuisance at the property described as:

Property Address: 20415 MURAL ST, PERRIS

Assessor's Parcel Number: 319-112-010

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

Executed on May 9, 2012 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

Tricia Silva

By: Patricia (Tricia) Silva, Code Enforcement Technician

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