

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

904 B



FROM: County Counsel/TLMA
Code Enforcement Department

SUBMITTAL DATE:
May 23, 2012

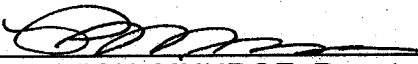
SUBJECT: Abatement of Public Nuisance [Accumulated Rubbish]
Case No. : CV10-02884 [GONZALEZ]
Subject Property: 49869 W. Carmen Avenue, Cabazon; APN: 519-424-001
District: 5/5

RECOMMENDED MOTION: Move that:

Departmental Concurrence

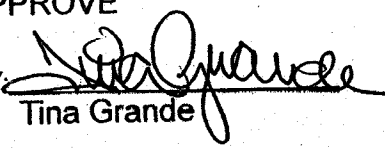
1. The accumulation of rubbish on the real property located at 49869 W. Carmen Avenue, Cabazon, Riverside County, California, APN: 519-424-001 be declared a public nuisance and a violation of Riverside County Ordinance No. 541 which does not permit the accumulation of rubbish on the property.
2. Gustavo B. Gonzalez and Lorna L. Gonzalez, the owners of the subject real property, be directed to abate the 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

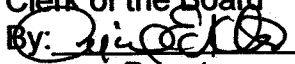
County Executive Office Signature

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: 5/5 Agenda Number:

9.3

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

Abatement of Public Nuisance
Case No.: CV 10-02884 [GONZALEZ]
49869 W. Carmen Avenue, Cabazon
APN#519-424-001
District 5/5
Page 2

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

4. The reasonable cost 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 Facts and Conclusions that the accumulation of rubbish on the real property is declared to be in violation of Riverside County Ordinance No. 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 real property by the Code Enforcement Officers on April 12, 2011. The inspection revealed the accumulation of rubbish on the subject property in violation of Riverside County Ordinance No. 541. The rubbish consisted of, but was not limited to: numerous tires, sofa, wood, plastics, scrap metal and other miscellaneous debris.

2. Subsequent inspections of the above-described real property on July 11, 2011, August 30, 2011, October 19, 2011, December 12, 2011 and April 16, 2012, revealed the property continues to be in violation of Riverside County Ordinance No. 541.

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

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

3 IN RE ABATEMENT OF PUBLIC NUISANCE) CASE NO. CV 10-02884
4 [ACCUMULATION OF RUBBISH]; APN: 519-)
5 424-001, 49869 CARMEN AVENUE, CABAZON,)
6 COUNTY OF RIVERSIDE, STATE OF)
7 CALIFORNIA; GUSTAVO B. GONZALEZ and)
8 LORNA L. GONZALEZ,)
9 OWNERS.) [R.C.O. No. 541]
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1 I, Jamison Cole, declare that the facts set forth below are personally known to me except to the
2 extent that certain information is based on information and belief which I believe to be true, and if called
3 as a witness, I could and would competently testify thereto under oath:

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

7 2. I am informed and believe and based thereon allege that on April 12, 2011, Officer
8 Heagstedt conducted an initial inspection of the real property described as 49869 W. Carmen Avenue,
9 Cabazon, Riverside County, California and further described as Assessor's Parcel Number 519-424-001
10 (hereinafter referred to as "THE PROPERTY"). A true and correct copy of a Thomas Brothers map
11 indicating the location of THE PROPERTY is attached hereto as Exhibit "A" and incorporated herein by
12 reference.

13 3. A review of County records and documents disclosed that THE PROPERTY is owned by
14 Gustavo B. Gonzalez and Lorna L. Gonzalez (hereinafter referred to as "OWNERS"). A certified copy of
15 the County Equalized Assessment Roll for the year 2011-2012 and a copy of the County Geographic
16 Information System ("GIS") report are attached hereto as Exhibit "B" and incorporated herein by
17 reference.

18 4. Based on the Lot Book Report from RZ Title Service on July 27, 2011 and updated on
19 April 10, 2012, it is determined that additional parties may potentially hold a legal interest in THE
20 PROPERTY, to wit: World Savings Bank, FSB, Golden West Savings Association Service, Co. and State
21

1 of California Franchise Tax Board. True and correct copies of the Lot Book Reports are attached hereto
2 as Exhibit "C" and incorporated herein by reference.

3 5. On April 12, 2011 Officer Heagstedt conducted an initial inspection of THE PROPERTY
4 with the permission of OWNER. He observed accumulated rubbish, which consisted of, but was not
5 limited to the following materials: numerous tires, sofa, wood, plastics, scrap metal and other
6 miscellaneous debris. Officer Heagstedt posted a Notice of Violation on THE PROPERTY.

7 6. As a result of the accumulation of rubbish, THE PROPERTY constituted a public nuisance
8 in violation of the provisions set forth in Riverside County Ordinance No. 541.

9 7. A site plan and photographs of THE PROPERTY are attached hereto and incorporated
10 herein by reference as Exhibit "D."

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

13 9. On April 20, 2011, Notices of Violation were mailed to OWNERS and on September 15,
14 2011, were mailed to OWNERS and INTERESTED PARTIES by certified mail, return receipt requested.

15 10. I am informed and believe and based thereon allege that on July 11, 2011, August 30,
16 2011, October 19, 2011, December 12, 2011, Officer Heagstedt conducted follow-up inspections of THE
17 PROPERTY from the road right of way. He observed that the accumulated rubbish remained on THE
18 PROPERTY in violation of RCO No. 541.

19 11. On April 16, 2012, I conducted a follow-up inspection on THE PROPERTY. From the
20 road right of way, I observed that the violation still exists.

21 12. Based upon my experience, knowledge and visual observations, it is my determination that
22 the conditions on THE PROPERTY are dangerous to the neighboring property owners and the general
23 public.

24 13. A Notice of Pendency of Administrative Proceedings regarding the accumulation of
25 rubbish was recorded in the Office of the Assessor, County Clerk & Recorder, County of Riverside, State
26 of California, on August 17, 2011, as Instrument Number 2011-0362987. A true and correct copy of the
27 notice is attached hereto and incorporated herein by reference as Exhibit "F."

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1 14. A "Notice to Correct County Ordinance Violations and Abate Public Nuisance" providing
2 notification of the Board of Supervisors' hearing was mailed to OWNERS and INTERESTED PARTIES
3 by U.S.P.S. and was posted on THE PROPERTY. True and correct copies of the notice and supporting
4 documentation are attached hereto as Exhibit "G" and incorporated herein by reference.

5 15. A recent inspection revealed that THE PROPERTY remains in violation.

6 16. Removal of the accumulation of rubbish on THE PROPERTY is required to bring THE
7 PROPERTY into compliance with Riverside County Ordinance No. 541 and the Health and Safety Code.
8 Under RCO No. 541, no amount of rubbish is allowed to accumulate on THE PROPERTY.

9 17. The Board of Supervisors is requested to issue an Order to Abate the Nuisance described
10 herein. Accordingly, the following findings and conclusions are recommended:

11 (a) the accumulation of rubbish on THE PROPERTY to be deemed and declared a
12 public nuisance;

13 (b) the OWNERS and person(s) in possession of THE PROPERTY be required to
14 remove all accumulated rubbish within ninety (90) days of the date of the posting and mailing of the
15 Board's Order to Abate Nuisance, in accordance with all Riverside County Ordinances, including but not
16 limited to the provisions of County Ordinance No. 541;

17 (c) in the event the rubbish is not removed and disposed of according to the above
18 referenced ninety (90) day time period in strict accordance with all Riverside County Ordinances,
19 including but not limited to Riverside County Ordinance No. 541, the rubbish may be abated by
20 representatives of the Riverside County Code Enforcement Department, a contractor or the Sheriff's
21 Department; and

22 ///

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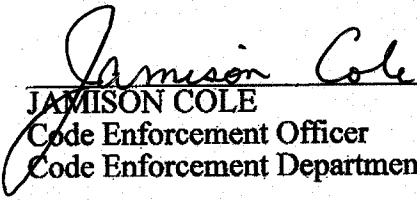
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(d) reasonable costs of abatement, after notice and opportunity for hearing, may be imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE PROPERTY pursuant to Government Code Section 25845 and Riverside County Ordinance Nos. 541 and 725.

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

Executed this 11th day of May, 2012, at San Jacinto California.



JAMISON COLE
Code Enforcement Officer
Code Enforcement Department

Exhibit “A”

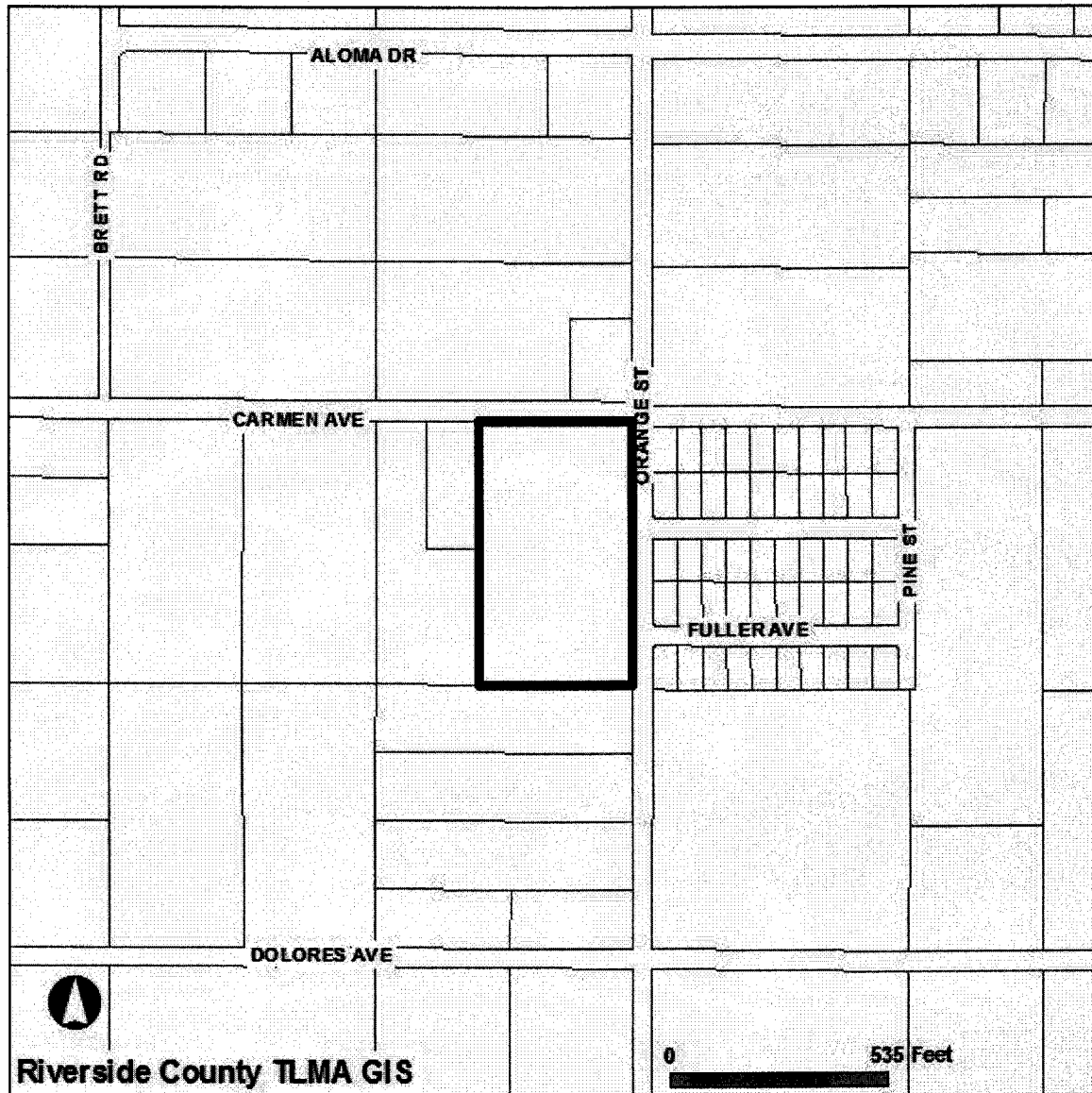
Exhibit “B”

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

Assessment #519424001-2		Parcel # 519424001-2	
Assessee:	GONZALEZ GUSTAVO B	Land	19,788
Assessee:	GONZALEZ LORNA L	Structure	46,181
Mail Address:	49869 W CARMEN AVE CABAZON CA 92230	Full Value	65,969
Real Property Use Code:	R1	Homeowners' Exemption	7,000
Base Year	2002	Total Net	58,969
Conveyance Number:	0514601		
Conveyance (mm/yy):	7/2004		
PUI:	R010012		
TRA:	55-046		
Taxability Code:	0-00		
ID Data:	Lot 105 MB 008/006 CABAZON RANCHO SUB 1		
Situs Address:	49869 W CARMEN AVE CABAZON CA 92230		



RIVERSIDE COUNTY GIS



Selected parcel(s):
519-424-001

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

519-424-001-2

OWNER NAME / ADDRESS

GUSTAVO B GONZALEZ
LORNA L GONZALEZ
49869 W CARMEN AVE
CABAZON, CA. 92230

MAILING ADDRESS

(SEE OWNER)
(SEE SITUS)

LEGAL DESCRIPTION

RECORDED BOOK/PAGE: MB 8/6
SUBDIVISION NAME: CABAZON RANCHO SUB 1
LOT/PARCEL: 105, BLOCK: NOT AVAILABLE
Por. TRACT NUMBER: NOT AVAILABLE

LOT SIZE

RECORDED LOT SIZE IS 5.49 ACRES

PROPERTY CHARACTERISTICS

CONCRETE BLOCK THROUGHOUT, 1044 SQFT., 1 BDRM/ 1 BATH, 1 STORY, ATTACHED GARAGE(312 SQ. FT), CONSTD 1953COMPOSITION, ROOF

THOMAS BROS. MAPS PAGE/GRID

PAGE: 723 GRID: C5

CITY BOUNDARY/SPHERE

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

MARCH JOINT POWERS AUTHORITY

NOT IN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY

INDIAN TRIBAL LAND

NOT IN A TRIBAL LAND

SUPERVISORIAL DISTRICT 2011 (ORD. 813)

MARION ASHLEY, DISTRICT 5

SUPERVISORIAL DISTRICT (2001 BOUNDARIES)

MARION ASHLEY, DISTRICT 5

TOWNSHIP/RANGE

T3SR2E SEC 17

ELEVATION RANGE

1740/1764 FEET

PREVIOUS APN

NO DATA AVAILABLE

PLANNING

LAND USE DESIGNATIONS

Zoning not consistent with the General Plan.
LDR

SANTA ROSA ESCARPMENT BOUNDARY

NOT IN THE SANTA ROSA ESCARPMENT BOUNDARY

AREA PLAN (RCIP)

THE PASS

GENERAL PLAN POLICY OVERLAYS

COMMUNITY CENTER

GENERAL PLAN POLICY AREAS

CABAZON POLICY AREA

ZONING CLASSIFICATIONS (ORD. 348)

W-2 (CZ 6293)

ZONING DISTRICTS AND ZONING AREAS

CABAZON 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: MCPA
SUBAREA NAME: CABAZON
AMENDMENT NUMBER: 0
ADOPTION DATE: JUL. 11, 1989
ACREAGE: 4690 ACRES

AIRPORT INFLUENCE AREAS

NOT IN AN AIRPORT INFLUENCE AREA

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)

NO DATA AVAILABLE

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)

WITHIN THE COACHELLA VALLEY MSHCP FEE AREA

WRMSHCP FEE AREA (ORD. 810)

NOT WITHIN THE WESTERN RIVERSIDE COUNTY MSHCP FEE AREA

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.PASS

DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)

THE PASS

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

NOT WITHIN AN SKR FEE AREA.

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
140A

TRANSPORTATION AGREEMENTS
NOT IN A TRANSPORTATION AGREEMENT

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

HYDROLOGY

FLOOD PLAIN REVIEW
WITHIN AREAS OF FLOODING SENSITIVITY. CONTACT THE FLOOD PLAIN MANAGEMENT SECTION AT (951) 955-1200 FOR INFORMATION

WATER DISTRICT
SGPWA

FLOOD CONTROL DISTRICT
RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

WATERSHED
WHITEWATER

GEOLOGIC

FAULT ZONE
NOT IN A FAULT ZONE

FAULTS
NOT WITHIN A 1/2 MILE OF A FAULT

LIQUEFACTION POTENTIAL
MODERATE

SUBSIDENCE
SUSCEPTIBLE

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

MISCELLANEOUS

SCHOOL DISTRICT
BANNING UNIFIED

COMMUNITIES
CABAZON

COUNTY SERVICE AREA
IN OR PARTIALLY WITHIN
CABAZON #85 -
STREET LIGHTING
PARK & RECREATION

LIGHTING (ORD. 655)
ZONE B, 38.31 MILES FROM MT. PALOMAR OBSERVATORY

2000 CENSUS TRACT
043806

FARMLAND
OTHER LANDS

- 055046
- BANNING LIBRARY DISTRICT
- BANNING UNIFIED SCHOOL
- CABAZON CO WTR IMP 1
- CABAZON COUNTY WATER
- COUNTY SERVICE AREA 85 *
- COUNTY STRUCTURE FIRE PROTECTION
- COUNTY WASTE RESOURCE MGMT DIST
- CSA 152
- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZONE 5
- GENERAL
- GENERAL PURPOSE
- INLAND EMPIRE JT(33,36)RES.
- MT SAN JACINTO JUNIOR COLLEGE
- RDV PROJECT NO3-1989
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- SAN GORGONIO PASS MEM HOSPITAL
- SAN GORGONIO PASS WTR AG DEBT SV
- SAN GORGONIO SERIES BOND A
- SUMMIT CEMETERY DISTRICT

SPECIAL NOTES

NO SPECIAL NOTES

CODE COMPLAINTS

Case #	Description	Start Date
CV064767	NEIGHBORHOOD ENFORCEMENT	Aug. 1, 2006
CV1002884	ABATEMENT	Apr. 9, 2010

BUILDING PERMITS

Case #	Description	Status
134482	ELEC. SAFETY	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017
BPL020677	ADD GAS TO SINGLE FAMILY DWELLING	EXPIRED
BPL040433	REPLACEMENT OF 1000 GLS SEPTIC SYSTEM	FINAL

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...Thu Apr 19 16:35:51 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: CV10-02884 / Brenda Peeler
 IN RE: GONZALEZ, GUSTAVO

Property Address: 49869 W. Carment Ave.
 Cabazon CA 92230

Order Number: **26631**

Order Date: 4/17/2012

Dated as of: 4/10/2012

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. : 519-424-001-2

Assessments:	Land Value:	\$19,788.00
	Improvement Value:	\$46,181.00
	Exemption Value:	\$7,000.00
	Total Value:	\$58,969.00

Property Taxes for the Fiscal Year	2011-2012
Total Annual Tax	\$1,039.10
Status: Paid through	06/30/2012

A Notice of Administrative Proceedings by the	County of Riverside Department of Code Enforcement
City of	Moreno Valley
County of	Riverside
Recorded	08/17/2011
Document No.	2011-0362987

A Notice of Administrative Proceedings by the	County of Riverside Department of Code Enforcement
City of	Riverside



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

Order Number: 26631
Reference: CV10-02884 / Bre

County of	Riverside
Recorded	12/08/2011
Document No.	2011-0543499
Abstract of Judgment Filed in the	Superior Court of California, County of Riverside
Case No.	SWM079141
Recorded	02/27/2012
Document No.	2012-0084154
Amount	\$1,669.00
Debtor	Gustavo Gonzales
Creditor	Superior Court of California, County of Riverside/Enhanced Collections Division
A Bankruptcy filed by	Gustavo Gonzalez
Social Security Number(s)	none shown
Date filed	01/06/2012
Case No.	10412

NO OTHER EXCEPTIONS

When recorded please mail to:
Riverside County Code Enforcement Department
(District 5 Office)
24318 Hemlock Avenue, Suite C-1, Moreno Valley, CA 92557
Mail Stop No. 5002

DOC # 2011-0362987
08/17/2011 03:27P Fee:NC
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry U. Ward
Assessor, County Clerk & Recorder



Sub
M

NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS

In the matter of the public nuisance or other code violation(s) on Property of)
Case No.: CV10-02884

Gustavo B. Gonzalez
Lorna L. Gonzalez)

And DOES I through X, owners

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 14 of Ordinance Number 725 of the County of Riverside, State of California, that administrative proceedings have been commenced with respect to the structure or land located upon the following described real property in the County of Riverside:

ADDRESS: 49869 W. Carmen Avenue, Cabazon, CA 92230

PARCEL #: 519-424-001

LEGAL DESCRIPTION: 5.49 ACRES IN POR LOT 105 MB 008/006 CABAZON RANCHO SUB 1

VIOLATIONS: Riverside County Ordinance No. 541, (RCC Title 8.120.010) described as accumulation of rubbish.

that such proceedings are based upon the noncompliance of such structure or land with the requirements of Ordinances (Riverside County Codes) listed above that every owner of said real property waives his right to hearing on such proceedings unless he makes a proper request in the form and within the time prescribed by the Code cited; and that failure to comply with the lawful orders of the Code Enforcement Director and/or authorized agents of the County of Riverside heretofore and hereafter issued relative to the above matter may result in demolition of the offending structure, abatement of the public nuisance or other available legal remedies and assessment of the costs, expenses, and administrative costs thereof to the property heretofore described as a tax and special assessment lien on such property; that any purchaser, his heirs, or assigns acquiring said property subsequent to the recording of the Notice with the County Recorder shall have such interest subject and subordinate to said tax and assessment lien.

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

COUNTY OF RIVERSIDE
DEPARTMENT OF CODE ENFORCEMENT

Dated: July 29, 2011

By: Mary Overholt
Mary Overholt, Code Enforcement Department

ACKNOWLEDGEMENT

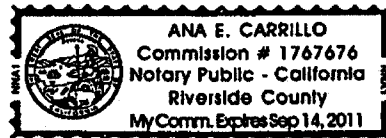
State of California)
County of Riverside)

On 07/29/11 before me, Ana E. Carrillo, Notary Public, personally appeared Mary Overholt who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

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



Public Record

County of Riverside
Code Enforcement: Administration
4080 Lemon St., 12th floor
Riverside, CA. 92501
ATTN: Melissa Robles

When recorded please mail to:
Mail Stop# 1012

DOC # 2011-0543499

12/08/2011 03:34P Fee:NC

Page 1 of 1

Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder



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

NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS

In the matter of the public nuisance or other code violation(s) on Property of)

Case No.: CV06-4767 & CV10-02885

C
517

Gustavo B. Gonzalez
Lorna L. Gonzalez

And DOES I through X, owners

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 14 of Ordinance Number 725 of the County of Riverside, State of California, that administrative proceedings have been commenced with respect to the structure or land located upon the following described real property in the County of Riverside:

ADDRESS: 49869 W. Carmen Ave, Cabazon CA 92230

PARCEL #: 519-424-001

LEGAL DESCRIPTION: 2.49 ACRES IN POR LOT 105 MB 008/006 CABAZON RANCHO SUB 1 FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS

VIOLATIONS: Riverside County Ordinance No. 457 (RCC Title 15.48.040)

that such proceedings are based upon the noncompliance of such structure or land with the requirements of Ordinances (Riverside County Codes) listed above that every owner of said real property waives his right to hearing on such proceedings unless he makes a proper request in the form and within the time prescribed by the Code cited; and that failure to comply with the lawful orders of the Code Enforcement Director and/or authorized agents of the County of Riverside heretofore and hereafter issued relative to the above matter may result in demolition of the offending structure, abatement of the public nuisance or other available legal remedies and assessment of the costs, expenses, and administrative costs thereof to the property heretofore described as a tax and special assessment lien on such property; that any purchaser, his heirs, or assigns acquiring said property subsequent to the recording of the Notice with the County Recorder shall have such interest subject and subordinate to said tax and assessment lien.

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

COUNTY OF RIVERSIDE
DEPARTMENT OF CODE ENFORCEMENT

Dated: 12/7/11

By: *Theresa L. Towner*
Theresa L. Towner
Code Enforcement Department

ACKNOWLEDGMENT

State of California)
County of Riverside) SS.

On 12-8-11 before me, Angela Renee Sarmiento, Notary Public, personally appeared Theresa L. Towner 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 of Notary)



Public Record



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number):
Recording requested by and return to:

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF RIVERSIDE
4100 MAIN ST, RIVERSIDE, CA 92501

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
4100 MAIN ST, RIVERSIDE, CA
STREET ADDRESS: PO BOX 1117
MAILING ADDRESS: RIVERSIDE, CA 92502
CITY AND ZIP CODE:
BRANCH NAME:

FOR RECORDERS'S USE ONLY



PLAINTIFF: SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

CASE NUMBER:
SWM079141

DEFENDANT: GUSTAVO GONZALEZ

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

GUSTAVO GONZALEZ
1073 VAL VERDE DR
HEMET CA 92543

b. Driver's license no.(last 4 digits) and state: 9366 CA Unknown.
c. Social Security no.(last 4 digits): ***-**-6571 Unknown.
d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):

2. Information on additional judgment debtors is shown on page 2.

4. Information on additional judgment creditors is shown on page 2.

3. Judgment creditor (name and address): SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE/ENHANCED COLLECTIONS DIVISION
PO BOX 1117, RIVERSIDE, CA 92502
Date: 12-16-11 T SAMANO (ECA)

5. Original abstract recorded in this county:

a. Date:
b. Instrument No.:

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
\$ 1669.00

10. An execution lien attachment lien is endorsed on the judgment as follows:

7. All judgment creditors and debtors are listed on this abstract.

a. Amount: \$ 1669.00

8. a. Judgment entered on (date): 09-15-10
b. Renewal entered on (date):

b. In favor of (name and address):

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
ENHANCED COLLECTIONS DIVISION
PO BOX 1117
RIVERSIDE, CA 92502

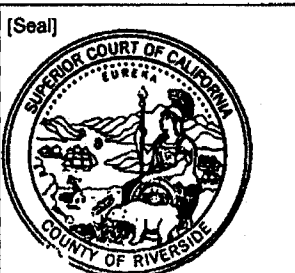
9. This judgment is an installment judgment.

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.



This abstract issued on (date):

12-16-11

Clerk, by *T Samano*, Deputy

PLAINTIFF: RIVERSIDE SUPERIOR COURT, COUNTY OF RIVERSIDE	CASE NUMBER: SWM079141
DEFENDANT: GUSTAVO GONZALEZ	

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

17. Name and last known address

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):

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):

18. Name and last known address

19. Name and last known address

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):

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):

20. Continued on Attachment 20.



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

Lot Book Report

Order Number: **24483**

Customer:

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

Order Date: 7/28/2011
Dated as of: 7/27/2011
County Name: Riverside

Attn: Brent Steele
Reference: CV10-02884/Jason Heagstedt
IN RE: GONZALEZ, GUSTAVO B.

FEE(s):
Report: \$120.00

Property Address: 49869 W. Carmen Avenue
Cabazon CA 92230

Assessor's Parcel No. : 519-424-001-2

Assessments:

Land Value:	\$19,641.00
Improvement Value:	\$45,837.00
Exemption Value:	\$7,000.00
Total Value:	\$58,478.00

Tax Information

Property Taxes for the Fiscal Year	2010-2011
Total Annual Tax	\$1,010.86
Status: Paid through	06/30/2011

Property Vesting

The last recorded document transferring title of said property

Dated	06/25/2004
Recorded	07/02/2004



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

Order Number: 24483

Reference: CV10-02884/Jaso

Document No.	2004-0514601
D.T.T.	\$0.00
Grantor	Frank L. Miranda, Dolores A. Miranda and Lorna L. Gonzalez, who acquired title as Lorna L. Gonzales
Grantee	Gustavo B. Gonzalez and Lorna L. Gonzalez, husband and wife as joint tenants

Deeds of Trust

Position No.	1st
A Deed of Trust Dated	08/30/2005
Recorded	09/09/2005
Document No.	2005-0745574
Amount	\$188,000.00
Trustor	Gustavo B. Gonzalez and Lorna L. Gonzalez, husband and wife
Trustee	Golden West Savings Association Service Co., a California Corporation
Beneficiary	World Savings Bank, FSB

Additional Information

Notice of Non-Compliance filed by	County of Riverside Code Enforcement Department
In the matter of the property of	Gustavo B. Gonzalez and Lorna L. Gonzalez
Case No.	CV06-4767 & CV10-02885
Recorded	05/27/2011
Document No.	2011-0236415
A Notice of State Tax Lien Recorded	02/07/2008
Document No.	2008-0064516
Amount	\$5,397.08
Account No.	1117528713
Certificate No.	08030775899
Debtor	Gustavo Gonzalez
Creditor: State of California,	Franchise Tax Board



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

Order Number: 24483
Reference: CV10-02884/Jaso

A Notice of State Tax Lien Recorded	08/18/2008
Document No.	2008-0453582
Amount	\$2,544.83
Account No.	1117528713
Certificate No.	08219245185
Debtor	Gustavo Gonzalez
Creditor: State of California,	Franchise Tax Board
A Certificate of County Tax Lien Recorded	03/23/2009
Document No	2009-0139517
Amount	\$370.98
Tax Year	1999
Account No.	189960
Debtor	Gustavo Gonzales
Creditor: Tax Collector of the County of	Riverside
Abstract of Support Judgment Filed in the	Superior Court of California, County of Riverside - Larson Justice Center (Indio Court)
Case No.	INK004089
Recorded	08/18/2009
Document No.	2009-0431026
Debtor	Gustavo Gonzalez
Creditor	Riverside County Department of Child Support Services
Abstract of Judgment Filed in the	Superior Court of California, County of Riverside - Riverside Civil
Case No.	RIC10003610
Recorded	06/10/2011
Document No.	2011-0259029
Amount	\$9,680.26
Debtor	Gustavo Gonzalez
Creditor	Somervale I Maintenance Corporation, Nonprofit Mutual Benefit Corporation
A Bankruptcy filed by	Gustavo Gonzalez
Social Security Number(s)	None Shown



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

Order Number: 24483

Reference: CV10-02884/Jaso

Date filed 10/16/2005

Case No. 24269DN

A Bankruptcy filed by Gustavo Gonzalez

Social Security Number(s) None Shown

Date filed 08/13/2009

Case No. 28645

Legal Description

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

LOT 105 OF CABAZON RANCHO SUBDIVISION NO. 1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 8, PAGE 6 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA EXCEPTING THE WEST 259 FEET.



Recording Requested By: ORANGE COAST TITLE

RECORDING REQUESTED BY:

AND WHEN RECORDED, MAIL TO: GUSTAVO B. GONZALEZ 49869 CARMEN AVENUE CABAZON, CA 92230

M
7-3-R025

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GRANT DEED

ASSESSOR'S PARCEL NO.: 519-424-001-2
TITLE ORDER NO.: 520314-7
ESCROW NO.: 14727-MF
TRA: 055

The undersigned Grantor(s) declare that the DOCUMENT TRANSFER TAX IS: NO-CONSIDERATION

___ computed on the full value of the interest of property conveyed, or

___ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.

10
T
KW

OR transfer is EXEMPT from tax for the following reason: INTERSPOUSAL TRANSFER/INTERFAMILY TRANSFER

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, FRANK L. MIRANDA, DOLORES A. MIRANDA AND LORNA L. GONZALEZ, WHO ACQUIRED TITLE AS LORNA L. GONAZALES

hereby GRANT(S) to GUSTAVO B. GONZALEZ AND LORNA L. GONZALEZ, HUSBAND AND WIFE AS JOINT TENANTS

all that real property situated in the ^{area} city of CABAZON, County of RIVERSIDE, State of CA, described as:

LOT 105 OF CABAZON RANCHO SUBDIVISION NO. 1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 8, PAGE 6 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA EXCEPTING THE WEST 259 FEET. EXCEPT THEREFROM AN UNDIVIDED ONE-HALF INTEREST OF ALL OIL, GAS, MINERAL AND OTHER HYDROCARBONS, AS RESERVED IN INSTRUMENTS OF RECORD.

Dated June 25, 2004

State of California San Bernardino County of

On JUN 26 2004, Before me

Albert J. Rodriguez

Personally appeared

Frank L. Miranda, Dolores A. Miranda, Lorna L. Gonzalez
Personally known to me (or provided 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/it 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.

Frank L. Miranda
FRANK L. MIRANDA

Dolores A. Miranda
DOLORES A. MIRANDA

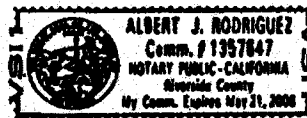
Lorna L. Gonzalez
LORNA L. GONZALEZ

WITNESS my hand and official seal

Signature

MAIL TAX STATEMENTS TO: SAME AS ABOVE

(This area for official notary seal)



2-100-524-515

Recording Requested
ORANGE COAST TITLE

RECORDING REQUESTED BY:
WORLD SAVINGS BANK

WHEN RECORDED MAIL TO:
WORLD SAVINGS BANK
FINAL DOCUMENTATION
CLOSING DEPARTMENT
P.O. BOX 659548
SAN ANTONIO, TX 78265-9548

LOAN NUMBER: 0040705378

NOTE AMOUNT: \$188,000.00

6598347

DOC # 2005-0745574

09/09/2005 08:00A Fee:81.00

Page 1 of 25

Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder



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DEED OF TRUST

THIS IS A FIRST DEED OF TRUST WHICH SECURES A NOTE WHICH CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE, FREQUENCY AND AMOUNT OF PAYMENTS AND PRINCIPAL BALANCE (INCLUDING FUTURE ADVANCES AND DEFERRED INTEREST). AT LENDER'S OPTION THE SECURED NOTE MAY BE RENEWED OR RENEGOTIATED. THE SECURED NOTE PROVIDES FOR MONTHLY PAYMENTS OF PRINCIPAL AND INTEREST.

T
KS

81

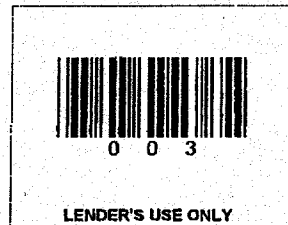
THE MAXIMUM AGGREGATE PRINCIPAL BALANCE SECURED BY THIS DEED OF TRUST IS \$235,000.00 WHICH IS 125% OF THE ORIGINAL PRINCIPAL NOTE AMOUNT.

I. DEFINITIONS OF WORDS USED IN THIS DEED OF TRUST

(A) Security Instrument. This Deed of Trust, which is dated August 30, 2005, will be called the "Security Instrument."

(B) Borrower. GUSTAVO B. GONZALEZ AND LORNA L. GONZALEZ, HUSBAND AND WIFE sometimes will be called "Borrower" and sometimes simply "I" or "me."

(C) Lender. WORLD SAVINGS BANK, FSB, ITS SUCCESSORS AND/OR ASSIGNEES, will be called "Lender." Lender is a FEDERAL SAVINGS BANK, which is organized and exists under the laws of the United States. Lender's address is 1901 Harrison Street, Oakland, CA 94612 .



SD001A (2004-03-2)
DEFERRED INTEREST

DEED OF TRUST-ADJUSTABLE
Page 1

CA

LENDER'S USE ONLY

Public Record

519-424-001-2 6598347-L

(D) **Note.** The note signed by Borrower and having the same date as this Security Instrument, including all extensions, renewals, substitutions and modifications thereof, will be called the "Note." The Note shows that I owe Lender the original principal amount of U.S. **\$188,000.00**, plus accrued and deferred interest and such other amounts as stated in the Note. I have promised to pay this debt in regularly scheduled periodic payments as provided in the Note and to pay the debt in full by **September 15, 2035** ("Maturity Date").

(E) **Property.** The property that is described below in Section III entitled "Description of the Property" will be called the "Property."

(F) **Sums Secured.** The amounts described below in Section II entitled "Borrower's Transfer of Rights in the Property" sometimes will be called the "Sums Secured."

(G) **Person.** Any person, organization, governmental authority or other party will be called "Person."

(H) **Trustor, Beneficiary, Trustee.** Borrower is the "Trustor," Lender is the "Beneficiary" and Golden West Savings Association Service Co., A California Corporation is the "Trustee."

II. BORROWER'S TRANSFER OF RIGHTS IN THE PROPERTY

I irrevocably grant and convey the Property to the Trustee, in trust for Lender, with a power of sale subject to the terms of this Security Instrument. This means that, by signing this Security Instrument, I am giving Lender and Trustee those rights that are stated in this Security Instrument and also those rights that the law gives to lenders who are beneficiaries of a deed of trust and to trustees of a deed of trust. I am giving Lender and Trustee these rights to protect Lender from possible losses that might result if I fail to:

(i) pay all amounts owed to Lender under the Note and all other notes secured by this Security Instrument, called the "Secured Notes," including future advances made by Lender and any changes to the Secured Notes made with the written consent of Lender;

(ii) pay, with interest, any amounts that Lender spends under Paragraphs 2 and 7 below to protect the value of the Property and Lender's rights in the Property; and

(iii) keep all of my other promises and agreements under this Security Instrument, the Secured Notes and any changes to the Secured Notes made with the written consent of Lender.

III. DESCRIPTION OF THE PROPERTY

I give Trustee rights in the Property described below:

(i) The Property which is located at **49869 CARMEN AVE, CABAZON, CA 92230-3832**. The legal description of the Property is attached as Exhibit "A" which is made a part of this Security Instrument. This Property is called the "Described Property."

(ii) All buildings and other improvements that are located on the Described Property;

(iii) All rights in other property that I have as owner of the Described Property. These rights are known as easements, rights and appurtenances attached to the Property;

(iv) All rents or royalties and other income from the Described Property;

(v) All mineral, oil and gas rights and profits, water rights and stock that are part of the Described Property;

(vi) All rights that I have in the land which lies in the streets or roads in front of, behind or next to, the Described Property;

(vii) All fixtures that are now or in the future will be on the Described Property or on the property described in subsection (ii) of this Section;

(viii) All of the rights and property described in subsections (ii) through (vii) of this Section that I acquire in the future;

(ix) All replacements of or additions to the property described in subsections (ii) through (viii) of this Section; and

(x) All of the amounts that I pay to Lender under Paragraph 2 below.

IV. BORROWER'S RIGHT TO GRANT A SECURITY INTEREST IN THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that: (i) I lawfully own the Property; (ii) I have the right to grant and convey the Property to Trustee; and (iii) there are no outstanding claims, charges, liens or encumbrances against the Property, except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself and the Trustee has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

COVENANTS

I promise and I agree with Lender as follows:

1. BORROWER'S PROMISE TO PAY

I will pay to Lender, on time, all principal and interest due under the Secured Notes and any prepayment and late charges due under the Secured Notes.

2. PAYMENTS FOR TAXES AND INSURANCE

(A) Borrower's Obligations

I will pay all amounts necessary to pay taxes and hazard insurance premiums on the Property as well as assessments, leasehold payments, ground rents or mortgage insurance premiums (if any).

(B) Escrow Accounts

Subject to applicable law, no escrow shall be required except upon written demand by Lender, in which case, I shall pay to Lender on the day payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes, penalties and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (e) yearly mortgage insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for an escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items 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 such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge me for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays me interest on the Funds and/or applicable law permits Lender to make such a charge. However, Lender may require me to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay me any interest or earnings on the Funds. Lender shall give to me, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to me for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify me in writing, and, in such case I shall pay to Lender the amount necessary to make up the deficiency or shortage. I shall make up the deficiency or shortage in accordance with the requirements of the Lender, at its sole discretion, in the manner and times prescribed by RESPA.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to me any Funds held by Lender. If, under Paragraph 28, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. APPLICATION OF BORROWER'S PAYMENTS

Unless applicable law requires otherwise, Lender will apply each of my payments under the Secured Notes and under Paragraphs 1 and 2 above in the following order and for the following purposes:

First, to pay prepayment charges due under the Secured Notes;

Second, to pay any advances due to Lender under this Security Instrument;

Third, to pay the amounts due to Lender under Paragraph 2 above;

Fourth, to pay interest due under the Secured Notes;

Fifth, to pay deferred interest due under the Secured Notes;

Sixth, to pay principal due under the Secured Notes;

Last, to pay late charges due under the Secured Notes.

4. BORROWER'S OBLIGATION TO PAY CHARGES, ASSESSMENTS AND CLAIMS

I will pay all taxes, assessments and any other charges and fines that may be imposed on the Property and that may be superior to this Security Instrument.

I will also make payments due under my lease if I am a tenant on the Property and I will pay ground rents (if any) due on the Property. I will pay these amounts either by making the payments to Lender that are described in Paragraph 2 above or by making the payments on time to the Person owed them.

Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a lien. I will promptly pay or satisfy all liens against the Property that may be superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior lien if: (A) I agree, in writing, to pay the obligation which gave rise to the superior lien and Lender approves in writing the way in which I agree to pay that obligation; or (B) in good faith, I argue or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior lien may not be enforced and no part of the Property must be given up; or (C) I secure from the holder of that other lien an agreement, approved in writing by Lender, that the lien of this Security Instrument is superior to the lien held by that Person. If Lender determines that any part of the Property is subject to a superior lien, Lender may give to me a notice identifying the superior lien. I will pay or satisfy the superior lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. BORROWER'S OBLIGATION TO MAINTAIN INSURANCE

At my sole cost and expense, I will obtain and maintain hazard insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies and other hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time required by Lender. I may choose the insurance company but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. All of these insurance policies and renewals of the policies must include what is known as a **Standard Mortgagee Clause** to protect Lender. The form of all policies and renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals. If Lender requires, I will promptly give Lender all receipts of paid premiums and renewal notices that I receive.

If I obtain earthquake insurance, any other hazard insurance, credit life and/or disability insurance, or any other insurance on or relating to the Property or the Secured Notes and which are not specifically required by Lender, I will name Lender as loss payee of any proceeds.

If there is a loss or damage to the Property, I will promptly notify the proper insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company is called "Proceeds." Any Proceeds received will be applied first to reimburse Lender for costs and expenses incurred in connection with obtaining the Proceeds, and then, at Lender's option and in the order and proportion as Lender may determine in its sole and absolute discretion, regardless of any impairment or lack of impairment of security, as follows: (A) to the extent allowed by applicable law, to the Sums Secured in a manner that Lender determines and/or (B) to the payment of costs and expenses of necessary repairs or to the restoration of the Property to a condition satisfactory to Lender, such application to be made in the manner and at the times as determined by Lender.

If I abandon the Property or if I do not answer, within 30 days, a notice from Lender or the insurance company stating that the insurance company has offered to settle a claim, Lender may collect the Proceeds. I will notify Lender immediately of any offer to settle a claim I receive from the insurance company. I will immediately deliver any Proceeds I receive from any insurer or other persons to Lender. Lender may use the Proceeds to repair or restore the Property or to pay the Sums Secured. The 30-day period will begin when the notice is given.

If any Proceeds are used to reduce the amount of the outstanding balance of the Sums Secured, that use will not delay the due date or change the amount of any of my regularly scheduled payments under the Secured Notes and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to delays or changes.

If Lender acquires the Property under Paragraph 28 below, all of my rights in the insurance policies will belong to Lender. Also, all of my rights in any Proceeds which are paid because of damage that occurred before the Property is acquired by Lender or sold will belong to Lender. However, Lender's rights in those Proceeds will not be greater than the total amount of the Sums Secured immediately before the Property is acquired by Lender or sold.

If I am required by Lender to pay premiums for mortgage insurance, I will pay the premiums until the requirement for mortgage insurance ends according to my written agreement with Lender or according to law.

6. BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FULFILL ANY LEASE OBLIGATIONS

I will keep the Property in good repair including, but not limited to, keeping the Property free from debris, mold, termites, dry rot and other damaging pests and infestations. I will not destroy or substantially change the Property and I will not allow the Property to deteriorate. I will keep and maintain the Property in compliance with any state or federal health and safety laws, and hazardous materials and hazardous waste laws. I will not use, generate, manufacture or store any hazardous materials or hazardous waste on, under or about the Property. I will indemnify, defend and hold harmless Lender and its employees, officers and directors and their successors from any claims, damages or costs for required or necessary repair or the removal of mold, termites, dry rot, other damaging pests and infestations and hazardous waste or any other hazardous materials claim. If I do not own but am a tenant on the Property, I will fulfill my obligations under my lease. I also agree that, if I acquire the fee title to the Property, my lease interest and the fee title will not merge unless Lender agrees to the merger in writing.

7. LENDER'S RIGHT TO PROTECT ITS RIGHTS IN THE PROPERTY

If: (A) I do not keep my promises and agreements made in this Security Instrument, or (B) someone, including me, begins a legal proceeding that may significantly affect Lender's rights in the Property (including but not limited to any manner of legal proceeding in bankruptcy, in probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever it deems reasonable or appropriate to protect the Lender's rights in the Property. Lender's actions may include, without limitation, appearing in court, paying reasonable attorneys' fees, purchasing insurance required under Paragraph 5, above (such insurance may cost more and provide less coverage than the insurance I might purchase), and entering on the Property to make repairs. Lender must give me notice before Lender may take any of these actions. Although Lender may take action under this Paragraph 7, Lender does not have to do so. Any action taken by Lender under this Paragraph 7, will not release me from my obligations under this Security Instrument.

I will pay to Lender any amounts which Lender advances under this Paragraph 7 with interest, at the interest rate in effect under the Secured Notes. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. Interest on each amount will begin to accrue on the date that the amount is advanced by Lender. However, Lender and I may agree in writing to terms that are different from those in this Paragraph 7. This Security Instrument will protect Lender in case I do not keep this promise to pay those amounts with interest.

8. LENDER'S RIGHT TO INSPECT THE PROPERTY

Lender, and others authorized by Lender, may enter upon and inspect the Property. They must do so in a reasonable manner and at reasonable times. Before or at the time an inspection is made, Lender must give me notice stating a reasonable purpose for the inspection.

9. AGREEMENTS ABOUT GOVERNMENTAL TAKING OF THE PROPERTY

I assign to Lender all my rights: (A) to proceeds of all awards or claims for damages resulting from condemnation, eminent domain or other governmental taking of all or any part of the Property; and (B) to proceeds from a sale of all or any part of the Property that is made to avoid condemnation, eminent domain or other governmental taking of the Property. All of those proceeds will be paid to Lender. If I receive any such proceeds, I will immediately deliver them to Lender.

If all of the Property is taken, the proceeds will be used to reduce the Sums Secured. If any of the proceeds remain after the Sums Secured have been paid in full, the remaining proceeds will be paid to me. Unless Lender and I agree otherwise in writing, if only a part of the Property is taken, Sums Secured will be reduced only by the amount of proceeds multiplied by the following fraction: (A) the total amount of the Sums Secured immediately before the taking, divided by (B) the fair market value of the Property immediately before the taking. The remainder of the proceeds will be paid to me.

If I abandon the Property or if I do not answer, within 30 days, a notice from Lender stating that a governmental authority has offered to make a payment or to settle a claim for damages, Lender has the authority to collect the proceeds and settle the claim. Lender may then use the proceeds to reduce the Sums Secured. The 30-day period will begin when the notice is given.

If any proceeds are used to reduce the amount of the outstanding principal of the Secured Notes, that use will not delay the due date or change the amount of any of my regularly scheduled payments under the Secured Notes and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to delays or changes.

10. CONTINUATION OF BORROWER'S OBLIGATIONS AND OF LENDER'S RIGHTS**(A) Borrower's Obligations**

Lender may allow a Person who takes over my rights and obligations subject to this Security Instrument to delay or to change the amount of the payments of principal and interest due under the Secured Notes or under this Security Instrument. Even if Lender does this, however, that Person and I will both still be fully obligated under the Secured Notes and under this Security Instrument.

Lender may allow those delays or changes for a Person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a Person for not fulfilling obligations under the Secured Notes or under this Security Instrument, even if Lender is requested to do so.

(B) Lender's Rights

Even if Lender does not exercise or enforce any of its rights under this Security Instrument or under the law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property, Lender will have the right under Paragraph 28 below to demand that I make immediate payment in full of the Sums Secured.

11. OBLIGATIONS OF BORROWER, CO-SIGNORS AND OF PERSONS TAKING OVER BORROWER'S RIGHTS OR OBLIGATIONS

Except as provided below, if more than one Person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument. Lender may enforce Lender's rights under this Security Instrument against each of us individually or against all of us together. This means that any one of us may be required to pay all of the Sums Secured.

Any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signor"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signor'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-signor's consent.

Any Person who takes over my rights or obligations under this Security Instrument will have all of my rights and will be obligated to keep all of my promises and agreements made in this Security Instrument. Similarly, any Person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in this Security Instrument.

12. MAXIMUM LOAN CHARGES

If the loan secured by this Security Instrument 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 permitted limits, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits 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 outstanding principal balance of the Secured Notes 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 under the Secured Notes.

13. LEGISLATION AFFECTING LENDER'S RIGHTS

If a change in applicable law would make any provision of the Secured Notes or this Security Instrument unenforceable, Lender may require that I make immediate payment in full of all Sums Secured by this Security Instrument.

14. NOTICES REQUIRED UNDER THIS SECURITY INSTRUMENT

Any notice that must be given to me under this Security Instrument will be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice will be addressed to me at **49869 CARMEN AVE, CABAZON, CA 92230-383**. A notice will be given to me at an alternative address if I give Lender notice of my alternative address. I may give notice to Lender of my alternative address in writing or by calling Lender's customer service telephone number provided on my billing statement. I may designate only one mailing address at a time for notification purposes. Except as permitted above for changes of address, any notice that must be given to Lender under this Security Instrument will be given by mailing it by first class mail to Lender's address stated in Section 1.(C) above entitled, "Definitions of Words Used In This Deed of Trust," unless Lender gives me notice of a different address. Any notice required by this Security Instrument is given when it is mailed or when it is delivered according to the requirements of this Paragraph 14 or of applicable law.

15. GOVERNING LAW; SEVERABILITY

This Security Instrument and the Secured Notes shall be governed by and construed under federal law and federal rules and regulations, including those for federally chartered savings institutions ("Federal Law") and, to the extent Federal Law does not apply, by the law of the jurisdiction in which the Property is located. In the event that any of the terms or provisions of this Security Instrument or the Secured Notes are interpreted or construed by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those provisions so construed or interpreted and shall not affect the remaining provisions of this Security Instrument or the Secured Notes.

16. BORROWER'S COPY

I acknowledge the receipt of one conformed copy of the Secured Notes and of this Security Instrument.

17. LENDER'S RIGHTS TO RENTAL PAYMENTS AND TO TAKE POSSESSION OF THE PROPERTY

If Lender requires immediate payment in full or if I abandon the Property, then Lender, Persons authorized by Lender, or a receiver appointed by a court at Lender's request may: (A) collect the rental payments, including overdue rental payments, directly from the tenants; (B) enter upon and take possession of the Property; (C) manage the Property; and (D) sign, cancel and change rental agreements and leases. If Lender notifies the tenants that Lender has the right to collect rental payments directly from them under this Paragraph 17, I agree that the tenants may make those rental payments to Lender without having to ask (i) Lender whether I have failed to keep my promises and agreements under this Security Instrument, or (ii) me for my permission to do so.

If Lender acts to have the Property sold after a Breach of Duty as defined in Paragraph 28, I understand and agree that: (A) my right to occupy the Property ceases at the time the Property is sold; (B) I shall have no right to occupy the Property after such sale without the written consent of the new owner of the Property; and (C) my wrongful and unlawful possession of the Property may subject me to monetary damages, including the loss of reasonable rent and the cost of eviction. All rental payments collected by

Lender or by a receiver, other than the rent paid by me under this Paragraph 17, will be used first to pay the costs of collecting rental payments and of managing the Property. If any part of the rental payments remains after those costs have been paid in full, the remaining part will be used to reduce the Sums Secured. The costs of managing the Property may include the receiver's fees, reasonable attorneys' fees and the costs of any necessary bonds.

18. INJURY TO PROPERTY; ASSIGNMENT OF RIGHTS

An assignment is a transfer of rights to another. I may have rights to bring legal action against persons, other than Lender, for injury or damage to the Property or in connection with the loan made to me by Lender and which arose or will arise before or after the date of this Security Instrument. These rights to bring legal action may include but are not limited to an action for breach of contract, fraud, concealment of a material fact, or for intentional or negligent acts. I assign these rights, and any and all proceeds arising from these rights, as permitted by applicable law, to Lender. Lender may, at its option, enforce these rights in its own name and may apply any proceeds resulting from this assignment to the Sum Secured and this Security Instrument after deducting any expenses, including attorneys' fees, incurred in enforcing these rights. At the request of Lender, I will sign any further assignments or other documents that may be necessary to enforce this assignment. I will notify Lender immediately if I believe I have the right to bring any such legal action against any persons, and will notify Lender immediately if I assert any claim or demand against or commence any legal action against any such person. If I receive any proceeds from any persons besides Lender in connection with any such claim, demand or legal action, I will immediately deliver such proceeds to Lender.

19. CLERICAL ERRORS

In the event Lender at any time discovers that this Security Instrument, the Secured Notes or any other document related to this loan, called collectively the "Loan Documents," contains an error which was caused by a clerical mistake, calculation error, computer error, printing error or similar error, I agree, upon notice from Lender, to execute such documentation as Lender deems necessary to correct any such error(s) and I also agree that I will not hold Lender responsible for any damage to me which may result from any such error.

20. LOST, STOLEN OR MUTILATED DOCUMENTS

If any of the Loan Documents are lost, stolen, mutilated or destroyed and Lender delivers to me an indemnification in my favor, signed by Lender, then I will sign and deliver to Lender a Loan Document identical in form and content which will have the effect of the original for all purposes.

21. WAIVER OF STATUTE OF LIMITATIONS

I will waive, within applicable law, the pleading of the statute of limitations as a defense to enforce this Security Instrument, including any obligations referred to in this Security Instrument or Secured Notes.

22. CAPTIONS

The captions and headings at the beginning of each paragraph of this Security Instrument are for reference only and will not be used in the interpretation of any provision of this Security Instrument.

23. MODIFICATION

This Security Instrument may be modified or amended only by an agreement in writing signed by Borrower and Lender.

24. CONDOMINIUM, COOPERATIVE AND PLANNED UNIT DEVELOPMENT OBLIGATIONS

If the Property is a unit in a condominium, cooperative or planned unit development, each of which shall be called the "Project," and I have an interest in the common elements of the Project, then Lender and I agree that:

(A) If an owners association or other entity, called "Owners Association," holds title to Property for the benefit or use of the Project and its members or shareholders, the Property also includes my interest in the Owners Association and the uses, proceeds and benefits of my interest.

(B) The following are called the "Constituent Documents:" (i) The declaration or any other document which created the Project; (ii) By-laws of the Owners Association; (iii) Code of regulations for the Project; (iv) Articles of incorporation, trust instrument or equivalent document which creates the Owners Association; (v) The Project's covenants, conditions and restrictions; (vi) Other equivalent documents.

I shall perform all of my obligations under the Constituent Documents, including my obligation to pay, when due, all dues and assessments. If I do not pay the dues and assessments when due, Lender may, at its option, pay them. I will pay to Lender any amounts which Lender advances under this Paragraph 24 according to the terms described in Paragraph 7 above.

(C) If the Owners Association maintains, with an insurance company reasonably acceptable to Lender, a **master or blanket** policy on the Project which is satisfactory to Lender and which provides insurance coverage on the terms, in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," and Lender is provided with evidence of such **master or blanket** policy, then: (i) Lender waives the provision in Paragraph 2(B) above for the payment to Lender of the estimated yearly premium installments for hazard insurance on the Property; and (ii) hazard insurance coverage on the Property as required by Paragraph 5 above is deemed to be satisfied to the extent that the required coverage is provided by the Owners Association policy. I shall give Lender prompt notice of any lapse in the required hazard insurance coverage. I shall provide a copy of such **master or blanket** policy to Lender annually.

In the event of a distribution of any hazard insurance proceeds, including without limitation any earthquake or special hazards insurance whether or not such coverage was required by Lender, in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to me are hereby assigned and shall be paid to Lender for application to the Sums Secured by this Security Instrument, with any excess paid to me. If I receive any such proceeds, I will immediately deliver them to Lender or otherwise apply them as set forth above.

I shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable to Lender in form, amount and extent of coverage.

(D) I shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of condemnation, eminent domain or other governmental taking; (ii) any amendment to any provision of Constituent Documents unless the provision is for the express benefit of Lender or of lenders generally; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the **master or blanket** hazard insurance policy and/or the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

25. FUTURE ADVANCES

At Borrower's request, Lender, at its option (but before release of this Security Instrument or the full reconveyance of the Property described in the Security Instrument) may lend future advances, with interest, to Borrower. Such future advances, with interest, will then be additional Sums Secured under this Security Instrument.

26. AGREEMENTS ABOUT LENDER'S RIGHTS IF THE PROPERTY IS SOLD OR TRANSFERRED

Acceleration of Payment of Sums Secured. Lender may, at its option, require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. Lender also may, at its option, require immediate payment in full if Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission. However, Lender shall not require immediate payment in full if this is prohibited by Federal Law in effect on the date of the Security Instrument.

If Lender exercises the option to require immediate payment in full, Lender will give me notice of acceleration. If I fail to pay all Sums Secured by this Security Instrument immediately, Lender may then or thereafter invoke any remedies permitted by this Security Instrument without further notice to or demand on me.

Exception to Acceleration of Payment of Sums Secured. If the sale or transfer of all or any part of the Property, or of a beneficial interest in Borrower, if Borrower is not a natural Person, is the first one to occur after the date of this Security Instrument, Lender will not exercise the option to accelerate payment in full of all Sums Secured and the loan may be assumed if:

- (i) Lender receives a completed written application from transferee to evaluate the creditworthiness of transferee as if a new loan were being made to the transferee by Lender;
- (ii) Lender approves the creditworthiness of the transferee in writing;
- (iii) transferee makes a cash downpayment sufficient to meet Lender's then current underwriting standards;
- (iv) an assumption fee, in an amount to be determined by Lender (but not to exceed 1% of the then outstanding balance of Principal and interest under the Secured Notes at the time of sale or transfer of the Property or of the interest in the Borrower) is paid to Lender; and
- (v) the transferee executes an assumption agreement which is satisfactory to Lender. Such assumption agreement may provide, if required by Lender, that the transferee open a deposit account with Lender or with a bank or other depository institution approved by Lender, to facilitate direct payments if direct payments are required in the Note.

The loan may be assumed under its then existing terms and conditions with one exception; the Lifetime Rate Cap may be changed. The Lifetime Rate Cap shall be changed to an interest rate which is the sum of the interest rate in effect on the date of a sale or transfer of the Property or beneficial interest in Borrower plus 5 percentage points, if that sum exceeds the Lifetime Rate Cap stated in the Secured Notes.

27. SUBSTITUTION OF TRUSTEE

I agree that Lender may at any time appoint a successor trustee and that Person shall become the Trustee under this Security Instrument as if originally named as Trustee.

28. RIGHTS OF THE LENDER IF THERE IS A BREACH OF DUTY

It will be called a "Breach of Duty" if (i) I do not pay the full amount of each regularly scheduled payment on the date it is due; or (ii) I fail to perform any of my promises or agreements under the Note or this Security Instrument; or (iii) any statement made in my application for this loan was materially false or misleading or if any statement in my application for this loan was materially false or misleading by reason of my omission of certain facts; or (iv) I have made any other statement to Lender in connection with this loan that is materially false or misleading. If there is a Breach of Duty by me, Lender may demand an immediate payment of all sums secured.

If there is a Breach of Duty by me, Lender may exercise the power of sale, take action to have the Property sold under applicable law, and invoke such other remedies as may be permitted under any applicable law.

Lender does not have to give me notice of a Breach of Duty. If Lender does not make a demand for full payment of the Sums Secured upon a Breach of Duty, Lender may make a demand for full payment of the Sums Secured upon any other Breach of Duty.

If there is a Breach of Duty, Lender may also take action to have a receiver appointed to collect rents from any tenants on the Property and to manage the Property. The action to appoint a receiver may be taken without prior notice to me and regardless of the value of the Property.

The sale of the Property may be postponed by or at the direction of Lender. If the Property is sold, I agree that it may be sold in one parcel. I also agree that Lender may add to the amount that I owe to Lender all legal fees, costs, allowances, and disbursements incurred as a result of the action to sell the Property.

Lender will apply the proceeds from the sale of the Property in the following order: (A) to all fees, expenses and costs incurred in connection with the sale, including but not limited to trustees' and attorneys' fees, if any; (B) to all Sums Secured by this Security Instrument; and (C) any excess to the Person or Persons legally entitled to it.

29. 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 Secured Notes to Trustee. Trustee shall reconvey the Property without warranty to Borrower. Lender may charge Borrower a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (including the Trustee) for services rendered and the charging of the fee is permitted, whether expressly or by lack of express prohibition, under applicable law. If the fee charged does not exceed any maximum fee set by applicable law, the fee is conclusively presumed to be reasonable.

30. STATEMENT OF OBLIGATION

Lender may collect a fee of \$60.00, or such greater maximum amount as may from time to time be allowed by law, for furnishing any statement of obligation with respect to this Security Instrument or the Secured Notes.

31. () QUICK QUALIFYING LOAN PROGRAM

I have qualified for this loan by making statements of fact which were relied upon by Lender to approve the loan rapidly. This loan is called a "Quick Qualifying Loan." I have stated and I confirm that: (A) I do not have any other Quick Qualifying Loans with Lender; (B) I have agreed to not further encumber the Property and do not intend to further encumber the Property for at least six months after the date of the Secured Notes and this Security Instrument; and (C) If I am purchasing the Property, all of the terms of the purchase agreement submitted to Lender are true and the entire down payment is cash from my own funds.

If any of the statements of fact that I have made are materially false or misleading, I will be in default under the Secured Notes and this Security Instrument. If I am in such default, Lender may, at its option, increase the interest rate and margin subject to the Lifetime Rate Cap stated in the Secured Notes.

32. (X) OWNER OCCUPANCY

Lender has relied upon statements of fact which I have made to qualify for this loan. I have stated and confirm that: (A) the Property is my personal and primary residence; (B) I will occupy the Property not later than 30 days after this Security Instrument is recorded; and (C) I will use the Property as my residence for at least 12 months from the date this Security Instrument is recorded.

If any of the statements of fact that I have made are materially false or misleading, I will be in default under the Secured Notes and this Security Instrument. If I am in such default, Lender may, at its option, increase the interest rate and margin, subject to the Lifetime Rate Cap stated in the Secured Notes.

(X) VALUE INDICATES THAT THE PARAGRAPH APPLIES.

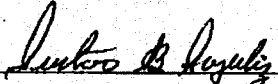
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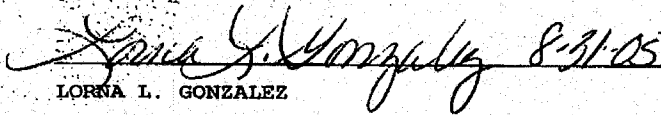
0040705378

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in this Security Instrument and in any rider(s) signed by me and recorded in proper official records.

(PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS BELOW)

BORROWER(S):

 8/31/05 (Seal)
GUSTAVO B. GONZALEZ

 8-31-05 (Seal)
LORNA L. GONZALEZ

ATTACH INDIVIDUAL NOTARY ACKNOWLEDGEMENT

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[AF1 (2004-03-1)]

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[AL1 (2004-03-1)]

Public Record

ACKNOWLEDGMENT

STATE OF California

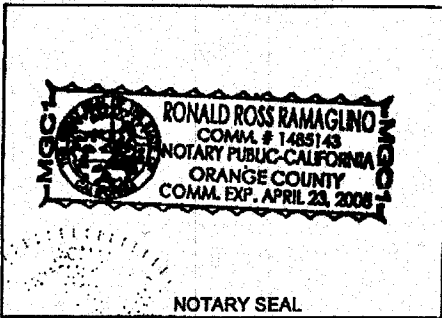
COUNTY OF Riverside

On 8/21/05 before me, Ronald Ross Ramaglino, PERSONALLY APPEARED
(DATE) NAME, TITLE OF OFFICER E.G. NOTARY PUBLIC

Gustavo B. Gonzalez

LORNA L. GONZALES
NAME(S) OF SIGNERS

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.

Ronald Ross Ramaglino
(SIGNATURE OF NOTARY)

MY COMMISSION EXPIRES ON: April 23, 2008

Description of Attached Document:

Title to Type of Document: _____

Document Date: _____ Number of Pages: _____

Signers Other Than Named Above: _____

"GENJURAT" 3/11/07 PM

Exhibit "A"

Lot 105 of Cabazon Rancho Subdivision No. 1, in the County of Riverside, State of California, as per Plat recorded in Book 8, Page 6 of Maps, records of Riverside County, California excepting the West 259 feet, except therefrom an undivided one-half interest of all oil, gas, mineral and other hydrocarbons, as reserved in instruments of record.

RIDER TO SECURITY INSTRUMENT
AND MODIFICATION TO NOTE
Fixed Rate Option Feature

DATE: August 30, 2005

LOAN NUMBER: 0040705378

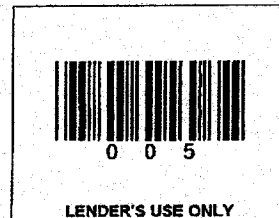
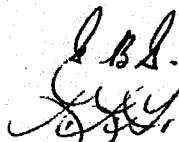
FOR VALUE RECEIVED, the undersigned (the "Borrower") agrees that the following provisions shall be incorporated into the Note and Security Instrument of even date herewith which were executed by the Borrower. The Security Instrument was executed by the Borrower and creates a lien in favor of **WORLD SAVINGS BANK, FSB, a FEDERAL SAVINGS BANK, ITS SUCCESSORS AND/OR ASSIGNEES** ("Lender").

This Rider to Security Instrument and Modification to Note ("Rider and Modification") is attached to the Security Instrument. To the extent that the provisions of this Rider and Modification are inconsistent with the provisions of the Note and the Security Instrument, the provisions of this Rider and Modification shall prevail and shall supersede any such inconsistent provisions in the Note and the Security Instrument. Except to the extent modified by this Rider and Modification and other rider(s) and modification(s), if any, the provisions of the Note and the Security Instrument shall remain in full force and effect. Any capitalized term not defined in this Rider and Modification shall have the meaning given to such term in the Note or the Security Instrument.

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CA



Public Record

0040705378

A. Conversion Option; Conversion Period

The Borrower has the right to convert the adjustable rate of interest under the Note to a fixed rate of interest (the "Conversion Option") at any time beginning on the first regularly scheduled payment due date following the date the Borrower could first prepay the loan in full without paying a prepayment charge under the terms of the Note, and continuing until the day immediately prior to the seventh anniversary of the Borrower's first regularly scheduled payment due date under the Note (the "Conversion Period"). Unless exercised by the Borrower during the Conversion Period, the Conversion Option will expire and the adjustable interest rate provisions in the Note will remain in full force and effect. Once the Borrower exercises the Conversion Option, the Note cannot later be converted back to an adjustable interest rate.

If the Borrower's loan is payable in biweekly installments, and if the Borrower exercises the Conversion Option, the Borrower's payment schedule under the Note will automatically convert to, monthly installments and the loan will be due in full on the non-accelerated Maturity Date stated in the Note.

B. Conditions to Exercising the Conversion Option

The Borrower can exercise the Conversion Option only if the Borrower has: (i) made all of the payments due under the Note and the Security Instrument prior to the exercise of the Conversion Option; (ii) made no more than two (2) payments under the Note more than 15 days after their regularly scheduled due dates during the 12-month period immediately preceding the exercise of the Conversion Option; and (iii) met all other terms and conditions of the Note and the Security Instrument.

C. Calculating the Fixed Rate

The fixed rate of interest that will apply upon the exercise of the Conversion Option (the "Conversion Rate") will be calculated by adding 0.550 percentage points to the then current Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments [expressed as a percentage] (the "FNMA Rate"). This calculation will be made at the time and in the manner described in paragraph D of this Modification and Rider. Any periodic interest rate change limitation in the Note will not apply to the fixed rate conversion, but in no event will the Conversion Rate be higher than the lifetime interest rate cap set forth in the Note.

The Borrower understands that the FNMA Rate fluctuates and that the fixed rates available during the Conversion Period may be substantially higher than the fixed rate available at the time the Borrower's loan is made. In the event the FNMA Rate is no longer quoted, the Lender will select an alternative rate source.

SD443B (2004-03-2) [B01 (2004-03-2)]
BROKERS COMPENSATION

Page 2

CA

Public Record

0040705378

The Borrower may ask for the then current FNMA Rate by calling the Lender's fixed rate conversion representatives at the toll-free customer service number given on the Borrower's monthly statement.

D. Exercising the Conversion Option

To exercise the Conversion Option, the Borrower will take and complete the following steps **before** the end of the Conversion Period.

1. Lock-in the Fixed Conversion Rate

The Borrower will first obtain a Conversion Rate from the Lender by calling the Lender's fixed rate conversion representatives at the toll-free customer service number given on the Borrower's most recent monthly statement. The Lender will calculate the Conversion Rate as of that day, using the last quoted FNMA Rate from the immediately preceding business day. The Conversion Rate will be binding on the Borrower and the Lender for fourteen (14) days (the "Exercise Period") following the Borrower's telephone confirmation of the desire to exercise the Conversion Option.

2. Notice to Convert; Conversion Fee

After the Borrower obtains the Conversion Rate in the manner set forth above, the Lender will furnish the Borrower with a written notice to convert (the "Conversion Notice"). The Borrower will sign the Conversion Notice and return it to the Lender along with a conversion fee of U.S. \$200.00 (the "Fee"). **Notwithstanding any notice provision to the contrary in the Note or the Security Instrument, the Conversion Option will be exercised only if the Conversion Notice and Fee are actually received at World Savings, Attn: Customer Service Administration, 4101 Wiseman Boulevard, Bldg. 106, San Antonio, Texas 78251, or at such other address as designated by the Lender in the Conversion Notice, prior to the end of the Exercise Period; otherwise, the Borrower must obtain a new Conversion Rate and start a new Exercise Period. The Borrower bears all risk of delivery, including, without limitation, the risks of non-delivery, misdelivery, loss or destruction.**

Notwithstanding anything to the contrary in this Rider and Modification, if the Borrower fails for any reason to exercise the Conversion Option in the manner described above after obtaining three (3) Conversion Rates and Exercise Periods, the Conversion Option will terminate and can no longer be exercised.

SD443C (2004-03-1)

Page 3

CA

Public Record

0040705378

E. New Monthly Payment Amount

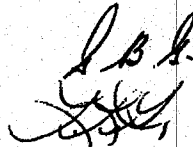
The Lender will calculate the Borrower's new monthly principal and interest payment after receiving the signed Conversion Notice and Fee during the Conversion Period. The Borrower's new monthly payment will be an amount sufficient to pay, in substantially equal payments by the Maturity Date, the unpaid principal balance of the Note (including any Deferred Interest) plus interest charged at the Conversion Rate. The payment change limitations in the Note do not apply to the fixed rate conversion.

If the Lender receives the Conversion Notice and Fee fifteen (15) days or more before the Borrower's next regularly scheduled payment due date, unpaid principal will accrue interest at the Conversion Rate beginning on the next regularly scheduled payment due date. If the Lender receives the Conversion Notice and Fee less than fifteen (15) days before the Borrower's next regularly scheduled payment due date, unpaid principal will accrue interest at the Conversion Rate beginning on the second following regularly scheduled payment due date. The date on which the Conversion Rate is first in effect is called the "Conversion Date." Interest will continue to accrue on unpaid principal in accordance with the adjustable interest rate provisions of the Note up to, but not including, the Conversion Date. The Borrower will continue to make monthly payments in accordance with the adjustable interest rate provisions of the Note through and including the payment that falls due on the Conversion Date. The Borrower's first fixed rate monthly payment will be due one month from the Conversion Date, and subsequent monthly payments will be due on the same day of each following month.

For example, if the Lender receives the Conversion Notice and fee on March 10, which is more than fifteen (15) days before the Borrower's next payment due April 1, the Conversion Rate will be charged beginning April 1 and the first fixed rate monthly payment will be due on May 1. The adjustable rate will be charged through March 31 and the Borrower pays the adjustable rate monthly payment due April 1. If the Conversion Notice and Fee were received March 20, which is less than 15 days before the Borrower's next payment due April 1, the Conversion Rate would be charged beginning on May 1 and the first fixed rate monthly payment would be due June 1. The adjustable rate would be charged through April 30 and the Borrower would pay the adjustable rate monthly payments due April 1 and May 1.

SD443D (2004-03-1)
MONTHLY

Page 4



CA

Public Record

0040705378

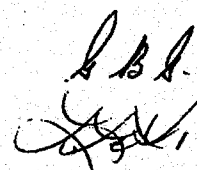
F. Loan Not Assumable and Due-On-Sale After Conversion to a Fixed Rate

Notwithstanding any provision to the contrary contained in the Note or the Security Instrument, if the Borrower exercises the Conversion Option, the Borrower's loan may not be assumed by any other person. If the Borrower sells or transfers all or part of the Property after exercising the Conversion Option, then the Lender may, at any time, require the Borrower to pay immediately and in full all amounts owing under the Note and the Security Instrument. If the Borrower's loan is otherwise assumable, a person who assumes the loan secured by the Security Instrument prior to the exercise of the Conversion Option also assumes the Conversion Option on the terms and conditions set forth in this Rider and Modification.

THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.

SD443E (2004-03-1)

Page 5

A handwritten signature in black ink, appearing to be 'S.B.L.' with a flourish underneath.

CA

Public Record

0040705378

IN WITNESS WHEREOF, the undersigned has executed this Rider and Modification on the _____
day of 8/31/2005.

(PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS BELOW)

Gustavo B. Gonzalez 8/31/05 (Seal)
GUSTAVO B. GONZALEZ

Lorna L. Gonzalez 8-31-05 (Seal)
LORNA L. GONZALEZ

Mailing Address: 49869 CARMEN AVE, CABAZON, CA 92230-383

ATTACH INDIVIDUAL NOTARY ACKNOWLEDGEMENT

A "MODIFICATION TO NOTE AND RIDER TO SECURITY INSTRUMENT" IS ATTACHED HERETO
AND RECORDED HERewith.

SD443 (2004-03-1)

[B02 (2004-03-1)]

Page 6

CA

Public Record

ACKNOWLEDGMENT

STATE OF California

COUNTY OF RIVERSIDE

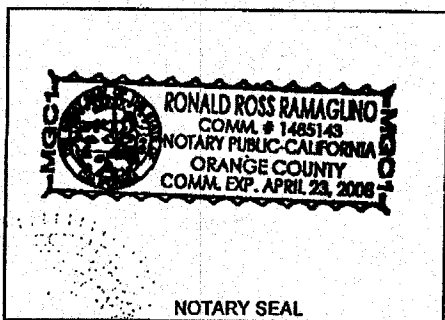
On 8/31/05 before me, Ronald Ross Ramagino, PERSONALLY APPEARED
(DATE) NAME, TITLE OF OFFICER E.G. NOTARY PUBLIC

GUSTAVO B GONZALEZ

LORNA L GONZALEZ

NAME(S) OF SIGNERS

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

Ronald Ross Ramagino
SIGNATURE OF NOTARY

MY COMMISSION EXPIRES ON: April 23, 2008

Description of Attached Document:

Title to Type of Document: _____

Document Date: _____ Number of Pages: _____

Signers Other Than Named Above: _____

"GENURAT" 3/11/07 PN

Exhibit "A"

Lot 105 of Cabazon Rancho Subdivision No. 1, in the County of Riverside, State of California, as per Plat recorded in Book 8, Page 6 of Maps, records of Riverside County, California excepting the West 259 feet, except therefrom an undivided one-half interest of all oil, gas, mineral and other hydrocarbons, as reserved in instruments of record.

When recorded please mail to:
Riverside County Code Enforcement Department
(District 5 Office)
24318 Hemlock Avenue, Suite C-1
Moreno Valley, CA 92557
Mail Stop No. 5002

DOC # 2011-0236415
05/27/2011 04:07P Fee:NC
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



M
026
026

NOTICE OF NONCOMPLIANCE

In the matter of the Property of) Case No. CV06-4767 & CV10-02885
Gustavo B. Gonzalez)
Lorna L. Gonzalez)

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No.457, (RCC Title 15.48.040) described as substandard mobile home and/or recreational vehicle (x3) & Riverside County Ordinance No. 520, (RCC Title 10.04) described as abandoned, wrecked, dismantled or inoperative vehicles or parts thereof. Such Proceedings are based upon the noncompliance of such real property, located at 49869 W. Carmen Avenue, Cabazon, CA, and more particularly described as Assessor's Parcel Number 519-424-001 and having a legal description of 5.49 ACRES IN POR LOT 105 MB 008/006 CABAZON RANCHO SUB 1, Records of Riverside County, with the requirements of Ordinance No. 457 (RCC Title 15.48.040).

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, 24318 Hemlock Avenue, Suite C-1, Moreno Valley, California, Attention Code Enforcement Officer Jason Heagstedt.

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 Mary Overholt
Mary Overholt
Code Enforcement Department

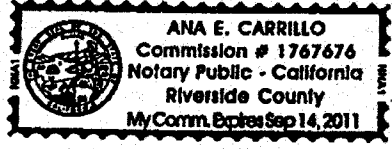
ACKNOWLEDGMENT

State of California)
County of Riverside)

On 05/13/11 before me, Ana E. Carrillo, Notary Public, personally appeared Mary Overholt, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

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



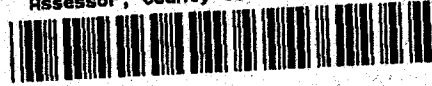
Recording Requested by

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section
PO BOX 2952
Sacramento CA 95812-2952

DOC # 2008-0064516
02/07/2008 08:00A Fee:NC
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



A 023



NOTICE OF STATE TAX LIEN

M
023

FILED WITH: RIVERSIDE

CERTIFICATE NUMBER: 08030775899

The Franchise Tax Board of the State of California hereby certifies that the following named taxpayer(s) is liable under parts 10 or 11 of Division 2 of the Revenue and Taxation Code to the State of California for amount due and required to be paid by said taxpayer as follows:

Name of Taxpayer(s) : GUSTAVO GONZALEZ

FTB Account Number : 1117528713

Social Security Number(s) : XXX-XX-6794

Last Known Address : 43640 ORINOCO LN
HEMET CA 92544-2790

For Taxable Years : 2005

TAX	PENALTY	INTEREST	COLLECTION FEES	PAYMENTS	ADJUSTMENTS	* TOTAL
\$4,792.00	\$1,866.75	\$564.33	\$291.00	\$0.00	\$-2,117.00	\$5,397.08

Further interest and fees will accrue at the rate prescribed by law until paid; that the Franchise Tax Board of the State of California complied with all of the provisions of parts 10 or 11 of Division 2 of the Revenue and Taxation Code of the State of California in computing, levying, determining and assessing the tax; the said amounts are due and payable and have not been paid. Said lien attaches to all property and rights to such property now owned or later acquired by the taxpayer.

IN WITNESS WHEREOF, the Franchise Tax Board of the State of California has duly authorized the undersigned to execute this Notice in its name.

DATED: 02/04/08

FRANCHISE TAX BOARD
of the State of California

Collection Bureau
Telephone Number: (916) 845-4350

By:

*Additional interest is accruing at the rate prescribed by law.

Authorized facsimile signature.

FTB 2030 V1 ARCS (REV 06-2007)

Public Record

Recording Requested by

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section
PO BOX 2952
Sacramento CA 95812-2952

DOC # 2008-0453582

08/18/2008 08:00A Fee:NC

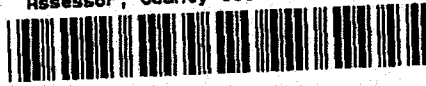
Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Hard

Assessor, County Clerk & Recorder



059 M 059



NOTICE OF STATE TAX LIEN

FILED WITH: RIVERSIDE

CERTIFICATE NUMBER: 08219245185

The Franchise Tax Board of the State of California hereby certifies that the following named taxpayer(s) is liable under parts 10 or 11 of Division 2 of the Revenue and Taxation Code to the State of California for amount due and required to be paid by said taxpayer as follows:

Name of Taxpayer(s) : GUSTAVO GONZALEZ

FTB Account Number : 1117528713

Social Security Number(s) : XXX-XX-6794

Last Known Address : 43640 ORINOCO LN
HEMET CA 92544-2790

For Taxable Years : 2006

TAX	PENALTY	INTEREST	COLLECTION FEES	PAYMENTS	ADJUSTMENTS	* TOTAL
\$3,230.00	\$1,092.00	\$179.83	\$135.00	\$0.00	\$-2,092.00	\$2,544.83

Further interest and fees will accrue at the rate prescribed by law until paid; that the Franchise Tax Board of the State of California complied with all of the provisions of parts 10 or 11 of Division 2 of the Revenue and Taxation Code of the State of California in computing, levying, determining and assessing the tax; the said amounts are due and payable and have not been paid. Said lien attaches to all property and rights to such property now owned or later acquired by the taxpayer.

IN WITNESS WHEREOF, the Franchise Tax Board of the State of California has duly authorized the undersigned to execute this Notice in its name.

DATED: 08/11/08

FRANCHISE TAX BOARD
of the State of California

Collection Bureau
Telephone Number: (916) 845-4350

By:

*Additional interest is accruing at the rate prescribed by law.

Authorized facsimile signature.

FTB 2030 V1 ARCS (REV 03-2008)

Public Record

DON KENT
TAX COLLECTOR
County Administrative Center
4080 Lemon St. - 4th Floor
Riverside, California

Mailing Address
P.O. Box 12005
Riverside, CA 92502-2205

DOC # 2009-0139517

03/23/2009 08:00A Fee:NC

Page 1 of 1

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



Handwritten initials
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(Space above this line for Recorder's use)

CERTIFICATE OF LIEN

(Filed for Record Pursuant to Section 2191.3 et seq., Revenue and Taxation Code)

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) §§

NO. **189960**

I, Don Kent, Tax Collector of the County of Riverside, State of California, do hereby certify that there is on record in my office unpaid delinquent unsecured property taxes, which were duly assessed, computed and levied for the fiscal year 1999, in compliance with the provisions of Division 1, Part 5, of the Revenue and Taxation Code, in the amounts stated herein, together with penalties levied pursuant to sections 2921.5 and 2922 of the Revenue and Taxation Code.

The person(s) shown below is (are) liable to said County for the unpaid amounts set forth below plus any other penalties and charges which may accrue pursuant to law.

NAME AND ADDRESS	TAX RATE AREA	ASSESSMENT NUMBER	TAX	PENALTY
GONZALES GUSTAVO 41700 CORPORATE WAY PALM DESERT CA 92260	018-113	000148156-5	\$370.98	\$37.09

From and after the time of filing this certificate of lien for record, the total amount required to be paid by the person or persons named constitutes a lien upon all personal property and real property now owned by said person or persons, or that may subsequently be acquired by them before the date on which this lien expires.

This lien has the force, effect and priority of a judgement lien for ten (10) years from the time of the recording of this instrument, unless sooner released or otherwise discharged.

This "CERTIFICATE OF LIEN" is herewith filed for record for the express purpose of extending that certain lien obtained under the original certificate recorded on November 4, 1999, Document #489179 of Official Records of Riverside County, California.

Dated March 5, 2009.

DON KENT, Tax Collector

By Debra Gomez, Deputy

Recorded without acknowledgement pursuant to the provisions of Section 27282 of the Government Code.

TC 119 (11/98)

Public Record

DOC # 2009-0431026
08/18/2009 08:00A Fee:NC
Page 1 of 2
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



PUBLIC RECORD

RECORDING REQUESTED BY

RIVERSIDE COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES

COUNTY CODE: 0606502

062 **M** 0
062

WHEN RECORDED MAIL TO

RIVERSIDE COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES
47950 ARABIA ST
INDIO CA 92201-6828

DOCUMENT TITLE

NOTICE OF SUPPORT JUDGMENT

NOTICE OF SUPPORT JUDGMENT
DCSS 0239 (09/01/05)

ABSTRACT OF SUPPORT JUDGMENT
(Code of Civil Procedure, §§874, 917.326, 706.190, Family Code § 4506)

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF CHILD SUPPORT SERVICES
Page 1 of 2

I2ENFCSS

Public Record

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): <input checked="" type="checkbox"/> Recording requested by and return to: JAMES P. FULLMER, CHIEF DEPUTY CHILD SUPPORT ATT RIVERSIDE COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES 47850 ARABIA ST INDIO CA 92201-6828 200000000434097 TELEPHONE NO. (866) 901-3212 <input type="checkbox"/> ATTORNEY FOR <input checked="" type="checkbox"/> JUDGMENT CREDITOR <input type="checkbox"/> ASSIGNEE OF RECORD		FOR RECORDER'S USE ONLY	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE STREET ADDRESS: 46200 OASIS ST MAILING ADDRESS: 46200 OASIS ST CITY AND ZIP CODE: INDIO 92201-5933 BRANCH NAME: LARSON JUSTICE CENTER (INDIO COURT)			
PETITIONER/PLAINTIFF: COUNTY OF RIVERSIDE RESPONDENT/DEFENDANT: GUSTAVO GONZALEZ			
ABSTRACT OF SUPPORT JUDGMENT		CASE NUMBER: INK004089	

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

a. Judgment debtor's

Name and last known address

GUSTAVO GONZALEZ
45410 GARDEN SQ
PALM DESERT CA 92260-4410

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

c. Social Security number: ██████████ 8646

d. Birthdate: 05/07/1960

unknown
 unknown
 unknown

FOR COURT USE ONLY

(This document is a notice under Family Code Section 4506. Court stamp not required.)

Any electronic signature affixed below has been officially adopted by the requesting governmental agency.

Date: 08/11/2009

JAMES P. FULLMER
 (TYPE OR PRINT NAME)


 (SIGNATURE OF APPLICANT OR ATTORNEY)

<p>2. I CERTIFY that the judgment entered in this action contains an order for payment of spousal, family, or child support.</p> <p>3. Judgment creditor (name): RIVERSIDE County Department of Child Support Services whose address appears on this form above the court's name.</p> <p>4. <input checked="" type="checkbox"/> The support is ordered to be paid to the following county officer (name and address): RIVERSIDE County Department of Child Support Services PO BOX 989067 WEST SACRAMENTO CA 95798-9067</p>	<p>5. Judgment debtor (full name as it appears in judgment): GUSTAVO GONZALEZ</p> <p>6. a. A judgment was entered on (date): 07/20/2009 b. Renewal was entered on (date): c. Renewal was entered on (date):</p> <p>7. <input type="checkbox"/> An execution lien is endorsed on the judgment as follows: a. Amount: \$ b. In favor of (name and address):</p> <p>8. A stay of enforcement has a. <input checked="" type="checkbox"/> not been ordered by the court. b. <input type="checkbox"/> been ordered by the court effective until (date):</p> <p>9. <input type="checkbox"/> This is an installment judgment.</p>
---	---

[See]

This document is a notice under Family Code Section 4506. No court seal required.

This abstract issued on (date): No date required under FC § 4506

This document is a notice under Family Code section 4506.
Clerk, by _____, Deputy

EJ-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number); Recording requested by and return to:

Michael R. Perry, Esq. (SBN 193819)
 The Perry Law Firm
 8105 Irvine Center Drive, Suite 900
 Irvine, CA 92618
 (949) 379-3141

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			2				2		
M	(A)	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
NOTICE SENT						T:	CTY	UNI	OS

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Riverside
 STREET ADDRESS: 4050 Main Street
 MAILING ADDRESS:
 CITY AND ZIP CODE: Riverside CA 92501
 BRANCH NAME: Riverside Civil

PLAINTIFF: Somervale I Maintenance Corporation
 DEFENDANT: Gustavo Gonzalez

CASE NUMBER:
 RIC10003610

M 065

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS Amended

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

Gustavo Gonzalez
 9229 Maywood Way
 Riverside, CA 92503

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): Gustavo Gonzalez
 9229 Maywood Way Riverside, CA 92503

2. Information on additional judgment debtors is shown on page 2.

3. Judgment creditor (name and address):
 See item 13 on next page

Date: May 17, 2011
 Michael R. Perry, Esq.

4. Information on additional judgment creditors is shown on page 2.

5. Original abstract recorded in this county:
 a. Date:
 b. Instrument No.:

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed: \$ 9,680.26

7. All judgment creditors and debtors are listed on this abstract.

8. a. Judgment entered on (date): SEP 23 2010
 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):

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



This abstract issued on (date):
MAY 31 2011

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 I. Sinacusa Deputy

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

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS

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

PLAINTIFF: Somervale I Maintenance Corporation	CASE NUMBER: RIC10003610
DEFENDANT: Gustavo Gonzalez	

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (name and address):

Somervale I Maintenance Corporation, a Nonprofit
Mutual Benefit Corporation
c/o The Perry Law Firm
8105 Irvine Center Drive, Suite 900, Irvine, CA 92618

14. Judgment creditor (name and address):

15. Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address

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):

17. Name and last known address

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):

18. Name and last known address

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):

19. Name and last known address

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):

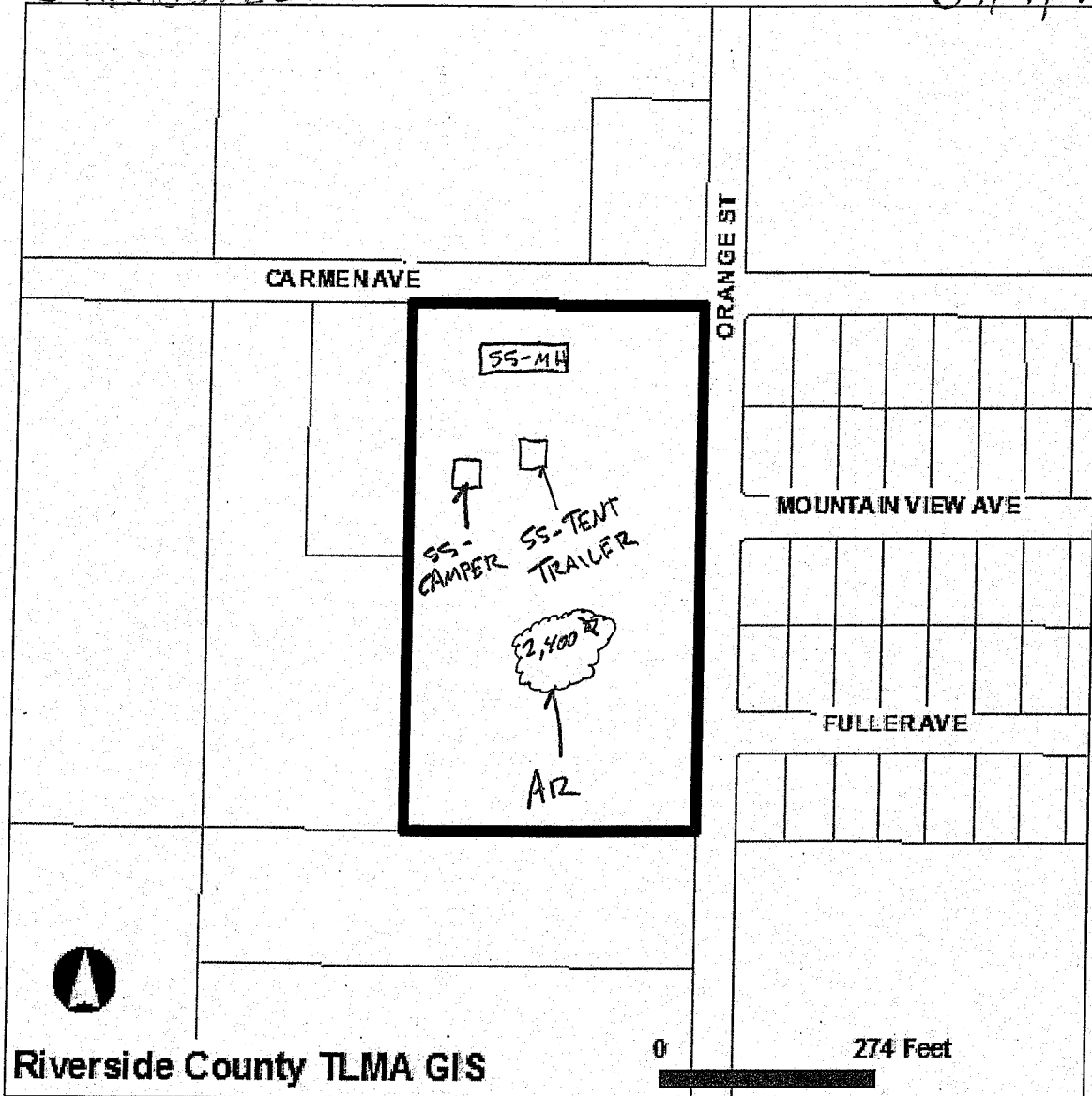
20. Continued on Attachment 20.

Exhibit “D”

SITE PLAN
RIVERSIDE COUNTY GIS

J. HEAGSTEDT

04/19/11



Riverside County TLMA GIS

Selected parcel(s):
519-424-001

IMPORTANT

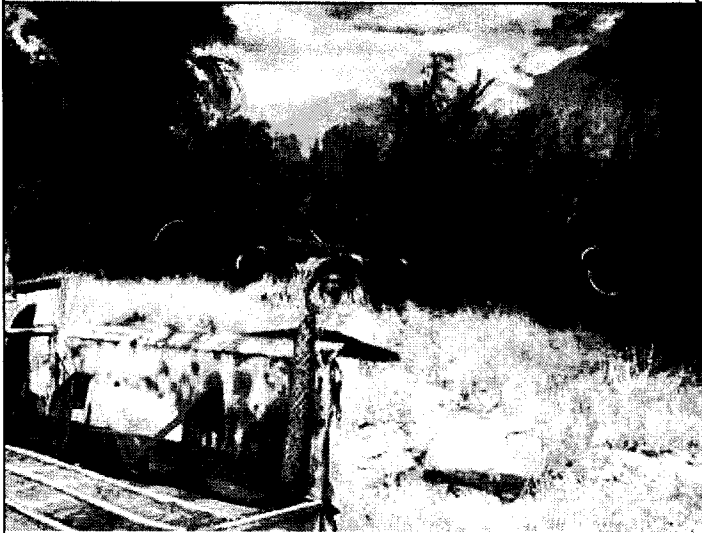
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REPORT PRINTED ON...Tue Apr 19 15:17:03 2011

Version 101221

Date: 5/27/2010

Photographs



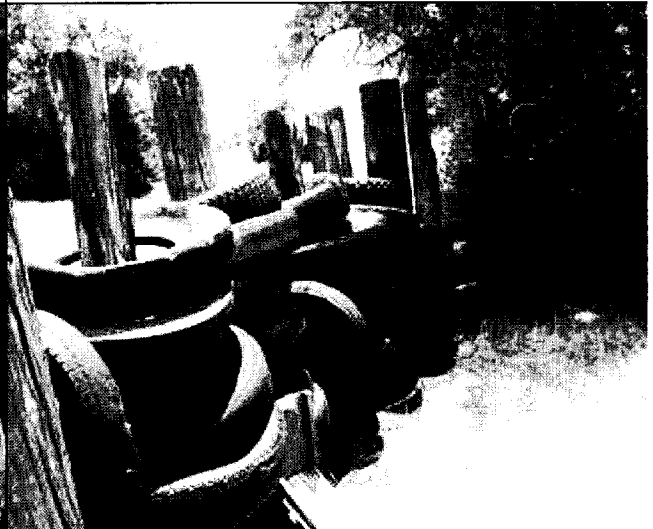
TIRES



TIRES ARE USED AS A CORRAL



IMG 4579.JPG



IMG 4580.JPG



IMG 4581.JPG



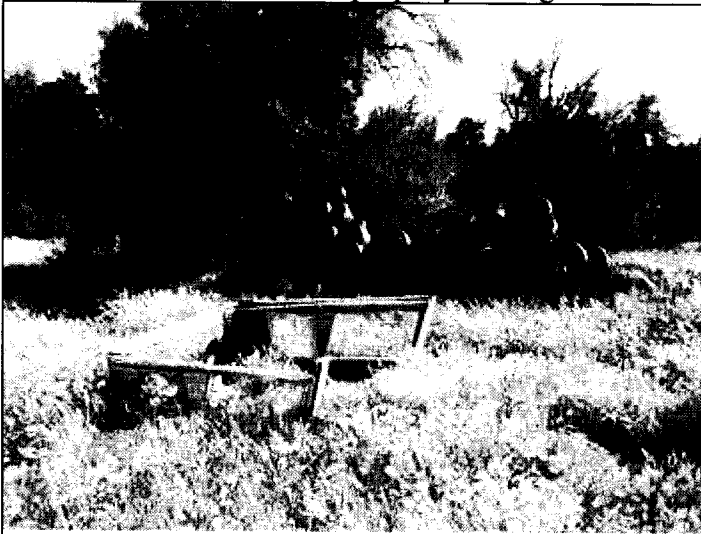
IMG 4582.JPG



Tires remain on the property. JHeagstedt



AR. JHeagstedt



AR. JHeagstedt



AR. JHeagstedt



AR. JHeagstedt



AR. JHeagstedt



AR. JHeagstedt



AR. JHeagstedt



AR. JHeagstedt



AR remains. JHeagstedt



AR remains. JHeagstedt



AR remains. JHeagstedt

DATE: 12/12/2011



AR remains. JHeagstedt

AR remains. JHeagstedt

Exhibit “E”



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

AFFIDAVIT OF POSTING OF NOTICES

April 20, 2011

RE CASE NO: CV10-02884

I, Jason Heagstedt, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 24318 Hemlock, Ave., Suite C-1, Moreno Valley, California 92557.

That on 04/12/11 at 9:30 am, I securely and conspicuously posted a Notice of Violation for RCC 8.120.010 Accumulated Rubbish at the property described as:

Property Address: 49869 W CARMEN AVE, CABAZON, CA

Assessor's Parcel Number: 519-424-001

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

Executed on April 20, 2011 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Jason Heagstedt, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

PROOF OF SERVICE

Case No. CV10-02884

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Jennifer Miller, 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 September 15, 2011, I served the following documents(s):

NOTICE RE: Notice of Violation (RCC 8.120.010)

Summary of Costs Notification

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

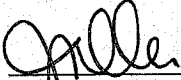
1. World Savings Bank Final Documentation Closing Department PO Box 659548, San Antonio, TX 78265
2. World Saving Bank, FSB, Its Successors and/or Assignees 1901 Harrison St, Oakland, CA 94612
3. World Saving, Attn: Customer Service Administration 4101 Wiseman Boulevard, Bldg. 106, San Antonio, CA 78251
4. Gustavo Gonzalez 43640 Orinoco Ln., Hemet, CA 92544
5. Gustavo Gonzalez 41700 Corporate Way, Palm Desert, CA 92260
6. Gustavo Gonzalez 45410 Garden Sq., Palm Desert, CA 92260
7. Somervale I Maintenance Corporation, a Nonprofit Mutual Benefit Corporation c/o The Perry Law Firm, 8105 Irvine Center Drive, Suite 900, Irvine, CA 92618
8. Gustavo Gonzalez 9229 Maywood Way, Riverside, CA 92503

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 September 15, 2011 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT


By: Jennifer Miller, Code Enforcement Aide



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

NOTICE OF VIOLATION

September 15, 2011

World Savings Bank Final Documentation Closing Department
PO Box 659548
San Antonio, TX 78265

RE CASE NO: CV10-02884 at 49869 W CARMEN AVE, in the community of CABAZON, California, Assessor's Parcel Number 519-424-001

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 49869 W CARMEN AVE, in the community of CABAZON California, Assessor's Parcel Number 519-424-001, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541), 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.

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.

COMPLIANCE MUST BE COMPLETED BY OCTOBER 15, 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: Jason Heagstedt, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

NOTICE OF VIOLATION

September 15, 2011

World Saving Bank, FSB, Its Successors and/or Assignees
1901 Harrison St
Oakland, CA 94612

RE CASE NO: CV10-02884 at 49869 W CARMEN AVE, in the community of CABAZON, California, Assessor's Parcel Number 519-424-001

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 49869 W CARMEN AVE, in the community of CABAZON California, Assessor's Parcel Number 519-424-001, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541), of the Riverside County Code.

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- 1) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.

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.

COMPLIANCE MUST BE COMPLETED BY OCTOBER 15, 2011. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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

CODE ENFORCEMENT DEPARTMENT

By: Jason Heagstedt, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

NOTICE OF VIOLATION

September 15, 2011

World Saving, Attn: Customer Service Administration
4101 Wiseman Boulevard, Bldg. 106
San Antonio, CA 78251

RE CASE NO: CV10-02884 at 49869 W CARMEN AVE, in the community of CABAZON, California, Assessor's Parcel Number 519-424-001

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 49869 W CARMEN AVE, in the community of CABAZON California, Assessor's Parcel Number 519-424-001, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541), of the Riverside County Code.

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COMPLIANCE MUST BE COMPLETED BY **OCTOBER 15, 2011**. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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CODE ENFORCEMENT DEPARTMENT

By: Jason Heagstedt, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

NOTICE OF VIOLATION

September 15, 2011

Gustavo Gonzalez
43640 Orinoco Ln.
Hemet, CA 92544

RE CASE NO: CV10-02884 at 49869 W CARMEN AVE, in the community of CABAZON, California, Assessor's Parcel Number 519-424-001

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 49869 W CARMEN AVE, in the community of CABAZON California, Assessor's Parcel Number 519-424-001, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541), of the Riverside County Code.

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CODE ENFORCEMENT DEPARTMENT

By: Jason Heagstedt, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

NOTICE OF VIOLATION

September 15, 2011

Gustavo Gonzalez
41700 Corporate Way
Palm Desert, CA 92260

RE CASE NO: CV10-02884 at 49869 W CARMEN AVE, in the community of CABAZON, California, Assessor's Parcel Number 519-424-001

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 49869 W CARMEN AVE, in the community of CABAZON California, Assessor's Parcel Number 519-424-001, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541), of the Riverside County Code.

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CODE ENFORCEMENT DEPARTMENT

By: Jason Heagstedt, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

NOTICE OF VIOLATION

September 15, 2011

Gustavo Gonzalez
45410 Garden Sq.
Palm Desert, CA 92260

RE CASE NO: CV10-02884 at 49869 W CARMEN AVE, in the community of CABAZON, California, Assessor's Parcel Number 519-424-001

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 49869 W CARMEN AVE, in the community of CABAZON California, Assessor's Parcel Number 519-424-001, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541), of the Riverside County Code.

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CODE ENFORCEMENT DEPARTMENT

By: Jason Heagstedt, Code Enforcement Officer



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Your item was delivered at 8:47 am on September 22, 2011 in OAKLAND, CA 94604. A proof of delivery record may be available through your local Post Office for a fee.

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Worlds Savings Bank, FSB Its Successors and / or Assignees 1901 Harrison Street Oakland, CA 94612 CV10-02884 / JH 519-424-001 (8)	
PS Form 3800, August 2006	
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Your item was delivered at 10:44 am on September 19, 2011 in SAN ANTONIO, TX 78245. A proof of delivery record may be available through your local Post Office for a fee.

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Worlds Savings
Attn: Customer Service Administration
4101 Wiseman Boulevard, Bldg 106
San Antonio, TX 78251
CV10-02884 / JH 519-424-001 (8)

PS Form 3800, August 2006 See Reverse for Instructions



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Label/Receipt Number: **7010 1670 0001 7243 6672**
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Your item was delivered at 12:05 pm on October 14, 2011 in MORENO VALLEY, CA 92557. A proof of delivery record may be available through your local Post Office for a fee.

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Gustavo Gonzalez
43640 Orinoco Lane
Hemet, CA 92544
CV10-02884 / JH 519-424-001 (8)

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Label/Receipt Number: **7010 1670 0001 7243 6689**
Status: **Delivered**

Your item was delivered at 2:50 pm on September 20, 2011 in MORENO VALLEY, CA 92557. A proof of delivery record may be available through your local Post Office for a fee.

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Gustavo Gonzalez
41700 Corporate Way
Palm Desert, CA 92260
CV10-02884 / JH 519-424-001 (8)

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Label/Receipt Number: **7010 1670 0001 7243 6696**
Status: **Delivered**

Your item was delivered at 11:06 am on September 17, 2011 in PALM DESERT, CA 92260. A proof of delivery record may be available through your local Post Office for a fee.

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Gustavo Gonzalez
45410 Garden Square
Palm Desert, CA 92260
CV10-02884 / JH 519-424-001 (8)

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Label/Receipt Number: **7010 1670 0001 7243 6702**
Status: **Delivered**

Your item was delivered at 1:53 pm on September 19, 2011 in IRVINE, CA 92618. A proof of delivery record may be available through your local Post Office for a fee.

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Somervale I Maintenance Corporation
Nonprofit Mutual Benefit Corporation
C/O The Perry Law Firm
8105 Irvine Center Drive, Suite 900
Irvine, CA 92618
CV10-02884 / JH 519-424-001 (8)

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Label/Receipt Number: **7010 1670 0001 7243 6719**
Status: **Delivered**

Your item was delivered at 10:03 am on September 24, 2011 in RIVERSIDE, CA 92503. A proof of delivery record may be available through your local Post Office for a fee.

Additional information for this item is stored in files offline.

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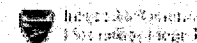
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Gustavo Gonzalez
9229 Maywood Way
Riverside, CA 92503
CV10-02884 / JH 519-424-001 (8)

PS Form 3800, August 2006 See Reverse for Instructions



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

PROOF OF SERVICE

Case No. CV10-02884

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Jennifer Miller, 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 April 20, 2011, I served the following document(s):

NOTICE RE: Notice of Violation (RCC 8.120.010)

Summary of Costs Notification

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


GUSTAVO B GONZALEZ / LORNA L GONZALEZ 49869 W CARMEN AVE, CABAZON, CA. 92230

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.

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 April 20, 2011 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT


By: Jennifer Miller, Code Enforcement Aide



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

NOTICE OF VIOLATION

April 20, 2011

GUSTAVO B GONZALEZ / LORNA L GONZALEZ
49869 W CARMEN AVE
CABAZON, CA. 92230

RE CASE NO: CV10-02884 at 49869 W CARMEN AVE, in the community of CABAZON, California, Assessor's Parcel Number 519-424-001

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 49869 W CARMEN AVE, in the community of CABAZON California, Assessor's Parcel Number 519-424-001, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541), 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.

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.

COMPLIANCE MUST BE COMPLETED BY May 20, 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: Jason Heagstedt, Code Enforcement Officer



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[Track & Confirm](#) [FAQs](#)

Track & Confirm

Search Results

Label/Receipt Number: **7008 1140 0002 4084 8696**
Status: **Delivered**

Your item was delivered at 12:18 pm on April 21, 2011 in CABAZON, CA 92230. A proof of delivery record may be available through your local Post Office for a fee.

Additional information for this item is stored in files offline.

Track & Confirm

Enter Label/Receipt Number.

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7008 1140 0002 4084 8696

Gustavo B. Gonzalez
 Lorna L. Gonzalez
 49869 W. Carmen Avenue
 Cabazon, CA 92230
 CV10-02884 / JH 519-424-001 (1)

PS Form 3800, August 2006 See Reverse for Instructions

Exhibit “F”

When recorded please mail to:
Riverside County Code Enforcement Department
(District 5 Office)
24318 Hemlock Avenue, Suite C-1, Moreno Valley, CA 92557
Mail Stop No. 5002

DOC # 2011-0352987
08/17/2011

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

COPY

NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS

In the matter of the public nuisance or other code violation(s) on Property of)

Case No.: CV10-02884

Gustavo B. Gonzalez
Lorna L. Gonzalez)

And DOES I through X, owners

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 14 of Ordinance Number 725 of the County of Riverside, State of California, that administrative proceedings have been commenced with respect to the structure or land located upon the following described real property in the County of Riverside:

ADDRESS: 49869 W. Carmen Avenue, Cabazon, CA 92230

PARCEL #: 519-424-001

LEGAL DESCRIPTION: 5.49 ACRES IN POR LOT 105 MB 008/006 CABAZON RANCHO SUB 1

VIOLATIONS: Riverside County Ordinance No. 541, (RCC Title 8.120.010) described as accumulation of rubbish.

that such proceedings are based upon the noncompliance of such structure or land with the requirements of Ordinances (Riverside County Codes) listed above that every owner of said real property waives his right to hearing on such proceedings unless he makes a proper request in the form and within the time prescribed by the Code cited; and that failure to comply with the lawful orders of the Code Enforcement Director and/or authorized agents of the County of Riverside heretofore and hereafter issued relative to the above matter may result in demolition of the offending structure, abatement of the public nuisance or other available legal remedies and assessment of the costs, expenses, and administrative costs thereof to the property heretofore described as a tax and special assessment lien on such property; that any purchaser, his heirs, or assigns acquiring said property subsequent to the recording of the Notice with the County Recorder shall have such interest subject and subordinate to said tax and assessment lien.

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

COUNTY OF RIVERSIDE
DEPARTMENT OF CODE ENFORCEMENT

By: Mary Overholt
Mary Overholt, Code Enforcement Department

Dated: July 29, 2011

ACKNOWLEDGEMENT

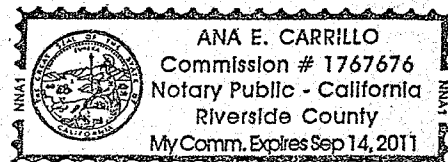
State of California)
County of Riverside)

On 07/29/11 before me, Ana E. Carrillo, Notary Public, personally appeared Mary Overholt who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

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





**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.: CV10-02884
APN: 519-424-001; GONZALEZ
Property: 49869 Carmen Ave., Cabazon

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 541 and 725 to consider the abatement of the accumulated rubbish located on the SUBJECT PROPERTY described as **49869 Carmen Ave., Cabazon, Riverside County, California**, and more particularly described as Assessor's Parcel Number 519-424-001.

YOU ARE HEREBY DIRECTED as owner of the SUBJECT PROPERTY, to appear at this hearing to show cause why the SUBJECT PROPERTY should not be condemned as a public nuisance and be abated by removing the accumulated rubbish 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: 49869 Carmen Avenue, Cabazon
Case No.: CV 10-02884; APN: 519-424-001; District 5/5

GUSTAVO B GONZALEZ
LORNA L GONZALEZ
49869 W CARMEN AVE
CABAZON CA 92230

WORLD SAVINGS BANK FSB
1901 HARRISON ST
OAKLAND CA 94612

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 2952
SACRAMENTO CA 95812-2952

EXHIBIT NO. _____

62

1 **PROOF OF SERVICE**

2 Case No. CV10-02884

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)**

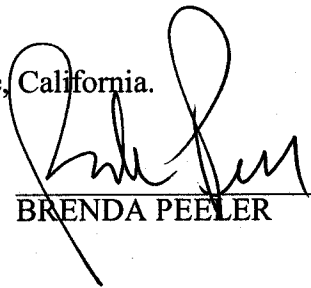
13 XX **BY FIRST CLASS MAIL.** I am "readily familiar" with the office's practice of collection
14 and processing correspondence for mailing. Under that practice it would be deposited with
15 the U.S. Postal Service on that same day with postage thereon fully prepaid at Riverside,
16 California, in the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

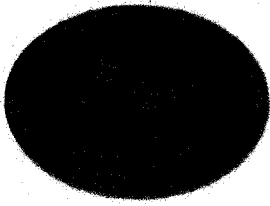
19 XX **STATE - I declare under penalty of perjury under the laws of the State of California that the
20 above is true and correct.**

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 EXHIBIT NO. 63
28



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

AFFIDAVIT OF POSTING OF NOTICES

May 11, 2012

RE CASE NO: CV1002884

I, Jamison Cole, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 581 South Grand Avenue, San Jacinto, California, 92582 .

That on 5/10/12 at 1:00 p.m., I securely and conspicuously posted Notice of Hearing at the property described as:

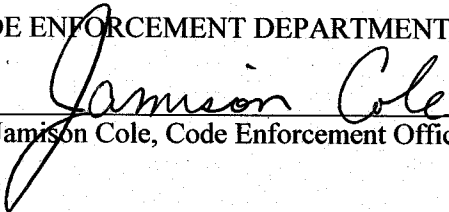
Property Address: 49869 W CARMEN AVE, CABAZON

Assessor's Parcel Number: 519-424-001

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

Executed on May 11, 2012 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT


By: Jamison Cole, Code Enforcement Officer