

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

1048



FROM: County Counsel
Code Enforcement Department

SUBMITTAL DATE:
May 31, 2012

SUBJECT: Statement of Abatement Costs [Case No. CV08-01236]
Subject Property: 37000 Buck Road, Temecula; REYES
APN: 942-100-041
District Three / District Three

RECOMMENDED MOTION: Move that the Board of Supervisors:

- 1) assess the reasonable costs of abatement of a public nuisance (construction without permits and unpermitted land use) in the above-referenced matter to be **one thousand, two hundred seventy-one dollars and fifty cents (US \$1,271.50)**;
- (2) assess the costs of abatement against the above-described subject property;
- (3) authorize the recordation of a notice of abatement lien;
- (4) authorize the abatement costs to be added to the tax roll as a special assessment; and
- (5) authorize and direct the Code Enforcement Department to take any reasonable actions to collect the amount owed.

BACKGROUND: Government Code § 25845, Riverside County Ordinance Nos. 457, 348 and 725 authorize the recovery of abatement costs in public nuisance cases, the recordation of a notice of abatement lien and inclusion of abatement costs on the tax roll as a special assessment upon approval of the Board of Supervisors.

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

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended with a revised amount of costs to \$950.00.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: June 12, 2012
xc: Co. Co./CED

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

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

9.5

Departmental Concurrence

Consent
 Policy
 Consent
 Policy

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

Statement of Abatement Costs [Case No. CV08-01236]
Subject Property: 37000 Buck Road, Temecula; REYES
APN: 942-100-041
District Three / District Three
Page 2

Notices of Violation were issued. Subsequently, the property was brought into compliance.

The Notice of Hearing re Statement of Abatement Costs has been posted on the property and mailed to the property owner and all interested parties, as required by law. Copies of all relevant notices issued in this matter together with proof of service and posting have been separately filed with the Clerk of the Board and are made a part of the record herein, pursuant to Riverside County Ordinance 725.

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

FROM: County Counsel
Code Enforcement Department
SUBJECT: Statement of Abatement Costs [Case No. CV08-01236]
Subject Property: 37000 Buck Road, Temecula; REYES
APN: 942-100-041
District Three / District Three

**TABLE OF SUPPLEMENTAL DOCUMENTS
FILED WITH THE CLERK OF THE BOARD**

Hearing Date: JUNE 12, 2012

Notice of Hearing Re: Statement of Abatement Costs (including Proof(s) of Service and Affidavit(s) of Posting	Exhibit A
Summary Statement of Abatement Costs and Statement of Abatement Costs with Supporting Documents	Exhibit B
Assessment-Roll For The Year 11/12 And Geographic Information System, March 12, 2012	Exhibit C
Lot Book Report and/or DataQuick	Exhibit D
Demand for Payment Statement of Abatement Costs Notice of Special Tax Assessment	Exhibit E
Request for Hearing	Exhibit F

95 JUN 12 2012

EXHIBIT “A”

JUN 12 2012



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

Juan Perez
Interim Director

May 21, 2012

**NOTICE OF HEARING RE:
STATEMENT OF ABATEMENT COSTS**

To: Owner(s) or Interested Parties
(See Attached Proof of Service
and Notice List)

Subject Property: 37000 Buck Road, Temecula
Case No.: CV08-01236; REYES
APN: 942-100-041

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors on **Tuesday, June 12, 2012, at 9:30 a.m.** in the Board of Supervisors Room, 4080 Lemon Street, 1st Floor Annex, Riverside, California, at which time and place pertinent testimony will be heard regarding the expenses incurred by the County of Riverside, Code Enforcement Department ("Department") for the above-referenced abatement case. Said abatement case involved unpermitted land use and construction without permits located on your real property commonly described as 37000 Buck Road, Temecula, Riverside County, California and more particularly described as Assessor's Parcel Number 942-100-041.

The total expense due, including all other fees and costs, for the abatement of the above-described dangerous or injurious condition is **one thousand, two hundred seventy-one dollars and fifty cents (US \$1,271.50)**. This amount is immediately due and payable. If you have any objections to the Statement of Abatement Costs attached hereto, you must address your objections to the Board of Supervisors at the hearing. If you have any questions about the attached Statement of Abatement Costs, please contact Carol Lynn Anderson at (951) 955-2004. In the event the total amount due is not paid to the Department prior to the Board Hearing, the DEPARTMENT shall seek an order from the Board of Supervisors to place a lien against your property and collect the amount due as a special tax assessment.

Failure to appear at the hearing will result in the exclusion of your testimony. Facts as known to the Department will be presented to the Board of Supervisors for their final consideration and deliberation of this matter.

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.

JUAN PEREZ
INTERIM DIRECTOR

CAROL LYNN ANDERSON
Administrative Services Officer
Enclosure: Statement of Abatement Costs



COUNTY OF RIVERSIDE CODE ENFORCEMENT

P.O. Box 1469, Riverside, CA 92502
Phone: 951-955-2004 Fax: 951-955-8680

Property Reference/Mailing Address
942-100-041-1 JUAN C REYES LAURA E REYES 37000 BUCK RD TEMECULA, CA. 92591

Date: 3/12/2012

Summary Statement of Abatement Costs

You are liable to the County for the following abatement costs:

Date	Invoice Number & Amount	Amount	Balance
12/31/2000	Balance forward		0.00
03/12/2012	CV0801236- INV #103537.	1,271.50	1,271.50
		Total Now Due	\$1,271.50

The total abatement costs must be paid to the County of Riverside, P.O. Box 1469, Riverside, CA 92502 within thirty (30) days. In the event said costs are not paid within thirty (30) days you will be liable for additional administrative costs, penalties, court fees, or other collection costs incurred in the collection of these abatement costs.

I affirm and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Code Enforcement Department

**County of Riverside
Code Enforcement Department**

P.O. Box 1469, Riverside, CA 92502
Phone: (951) 955-2004 Fax: (951) 955-8680



Statement of Abatement Costs

942-100-041-1
JUAN C REYES
LAURA E REYES
37000 BUCK RD
TEMECULA, CA. 92591

Date	Invoice #
3/12/2012	103537

Property Address
942-100-041-1 JUAN C REYES LAURA E REYES 37000 BUCK RD TEMECULA, CA 92591

Case Number	District	Class
CV0801236	3	SOAC

You are liable to the County for the following abatement costs:

Date	Item	Description	Hours/Qty	Rate	Amount
3/22/2008	Officer Hours	Labor Charges - Officer Time	0.4	109.00	43.60
4/15/2008	Officer Hours	Labor Charges - Officer Time	1	109.00	109.00
4/28/2008	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.70
11/17/2009	Officer Hours	Labor Charges - Officer Time	0.1	109.00	10.90
11/25/2009	Officer Hours	Labor Charges - Officer Time	0.9	109.00	98.10
12/8/2009	Officer Hours	Labor Charges - Officer Time	3.9	109.00	425.10
3/3/2010	Officer Hours	Labor Charges - Officer Time	1.4	109.00	152.60
3/16/2010	Officer Hours	Labor Charges - Officer Time	1.1	109.00	119.90
3/12/2012	SOAC Preparation	Prepare Summary of Abatement Cost		65.00	65.00
		Subtotal Code Enforcement Costs			1,056.90
3/12/2012	Prepare Case for SOE He...			125.55	125.55
	Attend SOE Hearing			69.75	69.75
		Subtotal County Counsel Costs			195.30
3/12/2012	DataQuick	Property Finder Reports & Transaction Report		19.30	19.30
		Subtotal Contractor Costs			19.30
				Subtotal	\$1,271.50

The total abatement costs must be paid to the County of Riverside, P.O. Box 1469, Riverside, CA 92502 within thirty (30) days. In the event said costs are not paid within thirty (30) days you will be liable for additional administrative costs, penalties, court fees or other collection costs incurred in the collection of these abatement costs.

Payments/Credits	\$0.00
Total Now Due	\$1,271.50

I affirm and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.


Code Enforcement Department



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JUAN PEREZ
Interim Director

**RESPONSIBLE PARTIES
CV08-01236**

May 21, 2012

OWNER

JUAN C REYES / LAURA E REYES
37000 BUCK RD
TEMECULA CA 92591

OWNER

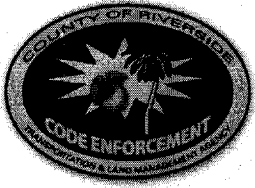
JUAN C REYES / LAURA E REYES
7835 BAYSINGER ST
DOWNEY CA 90241

BENEFICIARY

MERS P O BOX 2026
FLINT MI 48501-2026

BENEFICIARY

COUNTRYWIDE HOME LOANS
4500 PARK GRANADA
CALABASAS CA 91302-9125



**CODE ENFORCEMENT
DEPARTMENT
COUNTY OF RIVERSIDE**

JUAN PEREZ
Interim Director

PROOF OF SERVICE

Case No. CV08-01236

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

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

That on May 21, 2012, I served the following documents(s):

NOTICE OF HEARING RE: STATEMENT OF ABATEMENT COSTS

SUMMARY STATEMENT OF ABATEMENT COSTS

STATEMENT OF ABATEMENT COSTS

NOTICE LIST

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

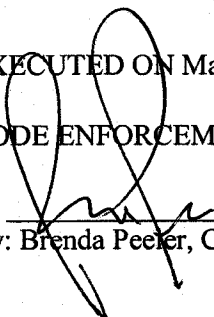
JUAN C REYES / LAURA E REYES, 37000 BUCK RD, TEMECULA, CA 92591
JUAN C REYES / LAURA E REYES, 7835 BAYSINGER ST, DOWNEY, CA 90241
MERS P O BOX 2026, FLINT, MI 48501-2026
COUNTRYWIDE HOME LOANS 4500 PARK GRANADA, CALABASAS, CA 91302-9125

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

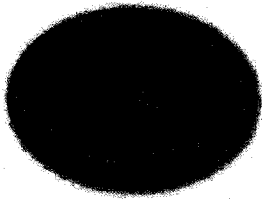
XX STATE. I declare under the penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED ON May 21, 2012, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: _____
Brenda Peeler, Code Enforcement Aide

3960 ORANGE STREET, SUITE 500, RIVERSIDE CA 92501-3674
(951) 955-6300 • FAX (951) 955-6363



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

AFFIDAVIT OF POSTING OF NOTICES

May 22, 2012

RE CASE NO: CV0801236

I, Anita Bustillos, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 37600 Sky Canyon Drive, Suite G, French Valley, California 92563 .

That on 05/22/2012 at 9:30 a.m., I securely and conspicuously posted Notice of Hearing Re: Statement of Abatement Costs at the property described as:

Property Address: 37000 BUCK RD, TEMECULA

Assessor's Parcel Number: 942-100-041

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

Executed on May 22, 2012 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT


By: Anita Bustillos, Code Enforcement Technician

EXHIBIT “B”



COUNTY OF RIVERSIDE CODE ENFORCEMENT

P.O. Box 1469, Riverside, CA 92502
Phone: 951-955-2004 Fax: 951-955-8680

Property Reference/Mailing Address
942-100-041-1 JUAN C REYES LAURA E REYES 37000 BUCK RD TEMECULA, CA. 92591

Date: 3/12/2012

Summary Statement of Abatement Costs

You are liable to the County for the following abatement costs:

Date	Invoice Number & Amount	Amount	Balance
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03/12/2012	CV0801236- INV #103537.	1,271.50	1,271.50
		Total Now Due	\$1,271.50

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I affirm and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Rashe
Code Enforcement Department

EXHIBIT NO. B

**County of Riverside
Code Enforcement Department**

P.O. Box 1469, Riverside, CA 92502
Phone: (951) 955-2004 Fax: (951) 955-8680



Statement of Abatement Costs

942-100-041-1
JUAN C REYES
LAURA E REYES
37000 BUCK RD
TEMECULA, CA. 92591

Date	Invoice #
3/12/2012	103537

Property Address
942-100-041-1 JUAN C REYES LAURA E REYES 37000 BUCK RD TEMECULA, CA 92591

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		Subtotal Contractor Costs			19.30
				Subtotal	\$1,271.50

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Payments/Credits	\$0.00
Total Now Due	\$1,271.50

I affirm and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

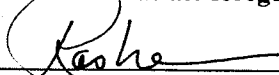

Code Enforcement Department

EXHIBIT NO. B2

EXHIBIT “C”

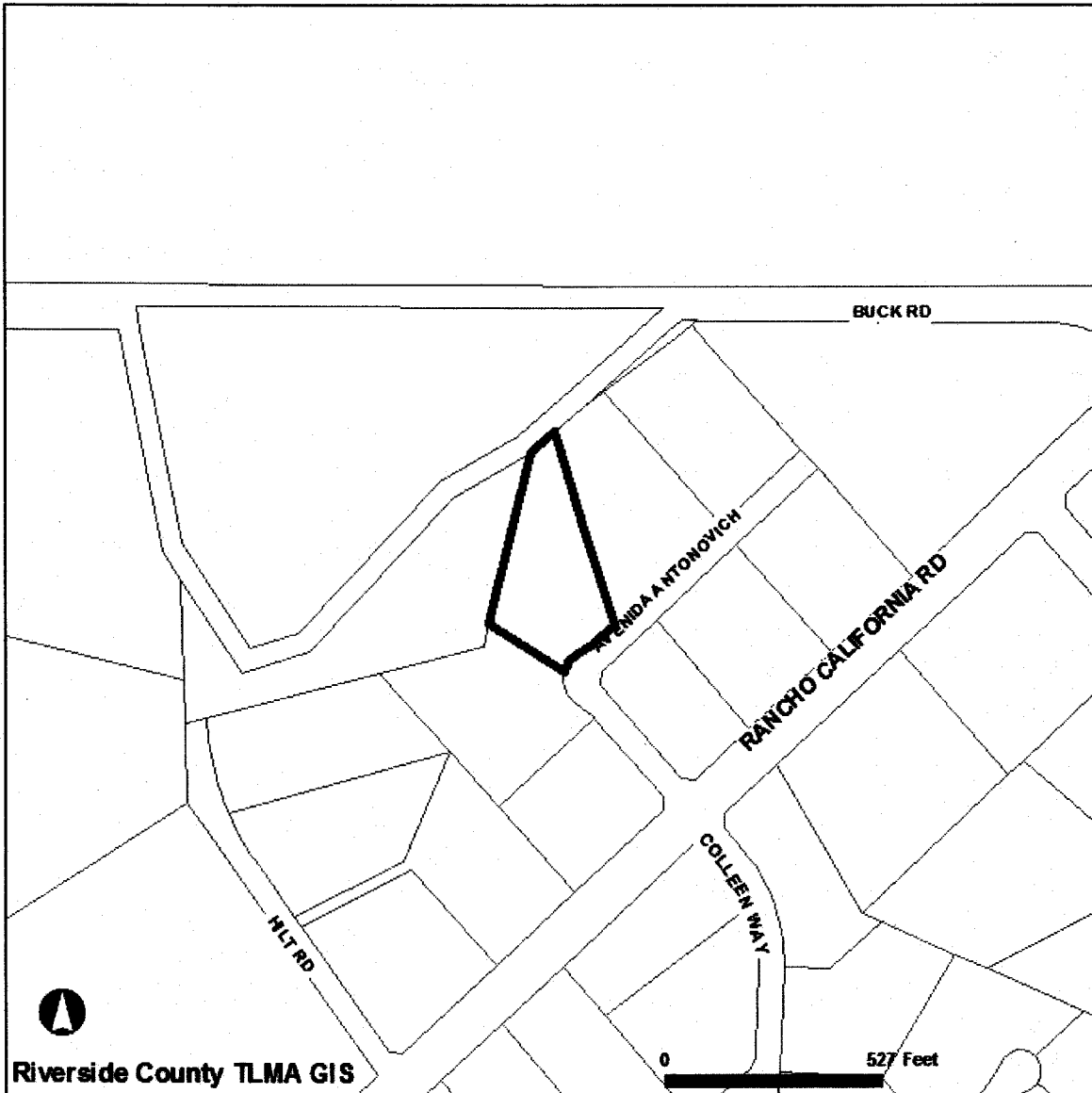
Assessment Roll For the 2011-2012 Tax Year as of January 1,2011

Assessment #942100041-1		Parcel # 942100041-1	
Assessee:	REYES JUAN C	Land	162,000
Assessee:	REYES LAURA E	Structure	148,000
Mail Address:	37000 BUCK RD TEMECULA CA 92591	Full Value	310,000
Real Property Use Code:	R1	Homeowners' Exemption	7,000
Base Year	2006	Total Net	303,000
Conveyance Number:	0156654		
Conveyance (mm/yy):	2/2005		
PUI:	R010012		
TRA:	94-147		
Taxability Code:	0-00		
ID Data:	Lot 1 PM 047/068 PM 10432		
Situs Address:	37000 BUCK RD TEMECULA CA 92591		



EXHIBIT NO. C

RIVERSIDE COUNTY GIS



Selected parcel(s):
942-100-041

IMPORTANT

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

STANDARD REPORT

APNs

942-100-041-1

OWNER NAME / ADDRESS

JUAN C REYES
LAURA E REYES
37000 BUCK RD
TEMECULA, CA. 92591

MAILING ADDRESS

(SEE OWNER)
(SEE SITUS)

EXHIBIT NO. C2

LEGAL DESCRIPTION

RECORDED BOOK/PAGE: PM 47/68
SUBDIVISION NAME: PM 10432
LOT/PARCEL: 1, BLOCK: NOT AVAILABLE
Por. TRACT NUMBER: NOT AVAILABLE

LOT SIZE

RECORDED LOT SIZE IS 2.35 ACRES

PROPERTY CHARACTERISTICS

WOOD FRAME, 1248 SQFT., 1 BDRM/ 1.75 BATH, 2 STORY, ATTACHED GARAGE(480 SQ. FT), CONST'D 1988COMPOSITION, ROOF, CENTRAL HEATING, CENTRAL COOLING, POOL

THOMAS BROS. MAPS PAGE/GRID

PAGE: 930 GRID: C6

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)

JEFF STONE, DISTRICT 3

SUPERVISORIAL DISTRICT (2001 BOUNDARIES)

JEFF STONE, DISTRICT 3

TOWNSHIP/RANGE

T7SR2W SEC 24

ELEVATION RANGE

1472/1504 FEET

PREVIOUS APN

942-100-031

PLANNING

LAND USE DESIGNATIONS

Zoning not consistent with the General Plan.
AG

SANTA ROSA ESCARPMENT BOUNDARY

NOT IN THE SANTA ROSA ESCARPMENT BOUNDARY

AREA PLAN (RCIP)

SOUTHWEST AREA

GENERAL PLAN POLICY OVERLAYS

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

GENERAL PLAN POLICY AREAS

CITRUS VINEYARD RURAL POLICY AREA

ZONING CLASSIFICATIONS (ORD. 348)

CV (CZ 5487)

ZONING DISTRICTS AND ZONING AREAS

RANCHO CALIFORNIA AREA

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

NOT IN A REDEVELOPMENT AREA

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)

DEVELOPED/DISTURBED LAND

GRASSLAND

RIPARIAN SCRUB, WOODLAND, FOREST

FIRE

HIGH FIRE AREA (ORD. 787)

NOT IN A HIGH FIRE AREA

FIRE RESPONSIBILITY AREA

STATE RESPONSIBILITY AREA

DEVELOPMENT FEES

CVMSHCP FEE AREA (ORD. 875)

NOT WITHIN THE COACHELLA VALLEY MSHCP FEE AREA

WRMSHCP FEE AREA (ORD. 810)

IN OR PARTIALLY WITHIN THE WESTERN RIVERSIDE MSHCP FEE AREA. SEE MAP FOR MORE INFORMATION.

ROAD & BRIDGE DISTRICT

NOT IN A DISTRICT

EASTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 673)

NOT WITHIN THE EASTERN TUMF FEE AREA

WESTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 824)

IN OR PARTIALLY WITHIN A TUMF FEE AREA. SEE MAP FOR MORE INFORMATION. SOUTHWEST

DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)

SOUTHWEST AREA

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

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

DEVELOPMENT AGREEMENTS

NOT IN A DEVELOPMENT AGREEMENT AREA

CIRCULATION ELEMENT ULTIMATE RIGHT-OF-WAY
NOT IN A CIRCULATION ELEMENT RIGHT-OF-WAY**ROAD BOOK PAGE**
129**TRANSPORTATION AGREEMENTS**
NOT IN A TRANSPORTATION AGREEMENT**CETAP (COMMUNITY AND ENVIRONMENTAL TRANSPORTATION ACCEPTABILITY PROCESS) CORRIDORS**
NOT IN A CETAP CORRIDOR.

HYDROLOGY

FLOOD PLAIN REVIEW
NOT REQUIRED**WATER DISTRICT**
EMWD**FLOOD CONTROL DISTRICT**
RIVERSIDE COUNTY FLOOD CONTROL DISTRICT**WATERSHED**
SANTA MARGARITA

GEOLOGIC

FAULT ZONE
NOT IN A FAULT ZONE**FAULTS**
WITHIN A 1/2 MILE OF
BUCK MESA FAULT
COUNTY FAULTS
CONTACT THE COUNTY'S CHIEF ENGINEERING GEOLOGIST AT (951)955-6863.**LIQUEFACTION POTENTIAL**
MODERATE**SUBSIDENCE**
SUSCEPTIBLE**PALEONTOLOGICAL SENSITIVITY**
HIGH SENSITIVITY (HIGH A).
BASED ON GEOLOGIC FORMATIONS OR MAPPABLE ROCK UNITS THAT ARE ROCKS THAT CONTAIN FOSSILIZED BODY ELEMENTS, AND
TRACE FOSSILS SUCH AS TRACKS, NESTS AND EGGS. THESE FOSSILS OCCUR ON OR BELOW THE SURFACE.

MISCELLANEOUS

SCHOOL DISTRICT
TEMECULA VALLEY UNIFIED**COMMUNITIES**
RANCHO CALIFORNIA**COUNTY SERVICE AREA**
IN OR PARTIALLY WITHIN
WINE COUNTRY #149 -
ROAD MAINTAINANCE**LIGHTING (ORD. 655)**
ZONE B, 16.89 MILES FROM MT. PALOMAR OBSERVATORY**2000 CENSUS TRACT**
043203**FARMLAND**
OTHER LANDS

094147

- COUNTY FREE LIBRARY
- COUNTY STRUCTURE FIRE PROTECTION
- COUNTY WASTE RESOURCE MGMT DIST
- CSA 149
- CSA 152
- EASTERN MUN WATER IMP DIST B
- EASTERN MUNICIPAL WATER
- ELS MURRIETA ANZA RESOURCE CONS
- ELSINORE AREA ELEM SCHOOL FUND
- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZONE 7
- GENERAL
- GENERAL PURPOSE
- METRO WATER EAST 1301999
- MT SAN JACINTO JUNIOR COLLEGE
- RANCHO CAL WTR R DIV DEBT SV
- RANCHO CALIF JT WATER
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- TEMECULA PUBLIC CEMETERY
- TEMECULA UNIFIED
- TEMECULA UNIFIED B & I

SPECIAL NOTES

NO SPECIAL NOTES

CODE COMPLAINTS

Case #	Description	Start Date
NO CODE COMPLAINTS	NOT APPLICABLE	NOT APPLICABLE

REPORT PRINTED ON...Mon Mar 12 09:15:14 2012
Version 120118

EXHIBIT “D”

Owner
REYES, JUAN C & LAURA E

Address
37000 BUCK RD TEMECULA, CA 92592

Parcel/Tax ID
942-100-041

Ownership Information

Primary Owner	REYES, JUAN C & LAURA E	Site Address	37000 BUCK RD
Secondary Owner		Site City, St Zip	TEMECULA, CA 92592
Ownership Description	Joint Tenant	Mail Address	37000 BUCK RD
Telephone Number		Mail City, St Zip	TEMECULA, CA 92592
Lot	1	Census Tract	0432.03
Housing Tract / Subdivision Name			
Legal Description	2.35 ACRES M/L IN POR PAR 1 PM 047/068 PM 10432		

Property Details

Use Code	Single family residence	County/Municipality	RIVERSIDE
State	CA	Total Rooms	
RTSQ		Bedrooms	1
Zoning		Bathrooms	2
Number Of Units	1	Basement Square Feet	
Year Built	1988	Parking	1 in Attached Garage
# Of Stories	2	Parking Square Feet	480
Lot Size	102,366	View	
Usable Lot Size		Pool	Yes
Lot Depth		Fireplace	Yes
Lot Width		HT/AC	Both
Square Feet	1,248	Cooling Detail	Central
Square Ft 1st Flr		Heating Detail	Central
Square Ft 2nd Flr		Roof Type	Comp Shingle
Square Ft 3rd Flr		Construction Quality	
Additions - Square Feet		Construction Type	
Building Shape		Exterior	
New Page Grid	929H4	Foundation	
Old Page Grid			

Tax Information

Assessor's Parcel Number/Tax ID	942-100-041	Assessor's Market Value	
Assessed Total	\$310,000	Tax Amount	\$3,829
Land Total	\$162,000	Status/Yr Delinquent	Current
Improvement	\$148,000	Tax Rate Area	94147
Percent Improvement	47.74%	HomeOwners Exemption	Y

Sale Information

Last Sale Date	Feb 28, 2005	1st Loan Amount / Type	\$650,000 / Conventional
Document Number	0000156654	2nd Loan Amount	\$106,000
Sale Value	\$840,000 (Full)	Last Transaction W/O \$	
Cost / Square feet	\$673	Last Transaction W/O \$ Doc	
Title Company	NEW CENTURY TITLE		
Lender	COUNTRYWIDE HOME LOANS INC		

Owner
REYES,JUAN C & LAURA E

Address
37000 BUCK RD TEMECULA , CA 92592

Parcel/Tax ID
942-100-041

Transaction 19 - Transfer

Transaction Information

Buyer / Borrower REYES,JUAN C & LAURA E
Recorded Date Feb 28, 2005
Title Company NEW CENTURY TITLE

Signature Date Jan 24, 2005
Multiple/Portion

Ownership Transfer Information

Seller SCANE FAMILY TRUST
Transfer Value \$840,000 (Full)
Document # 0000156654

Transaction Type Resale
Deed Type Grant Deed Or Deed Of Trust

Loan Information

Loan Amount \$650,000
Document # 156655

Loan Type Conventional
Interest Rate Type Adjustable Rate
Seller Carry Back N

Lender Name COUNTRYWIDE HOME LOANS INC

Loan Information

Loan Amount \$106,000
Document # 156656

Loan Type Conventional
Interest Rate Type Adjustable Rate
Seller Carry Back N

Lender Name COUNTRYWIDE HOME LOANS INC

Transaction 18 - Transfer

Transaction Information

Buyer / Borrower SCANE,TR
Recorded Date Feb 04, 2004
Title Company

Signature Date
Multiple/Portion

Ownership Transfer Information

Seller SCANE,ALLEN R & GAYLE L
Transfer Value
Document # 0000079699

Transaction Type Resale
Deed Type Quitclaim Deed Of Trust

Loan Information

Loan Amount
Document # 0000079699

Loan Type Conventional
Interest Rate Type
Seller Carry Back N

Lender Name

Transaction 17 - Transfer

Transaction Information

Buyer / Borrower SCANE,ALLAN R & GAYLE L
Recorded Date Mar 26, 2003
Title Company FIRST AMERICAN TITLE

Signature Date
Multiple/Portion

Ownership Transfer Information

Seller SCANE,TR
Transfer Value
Document # 0000209243

Transaction Type Refi
Deed Type Quitclaim Deed Of Trust

Loan Information

Loan Amount \$244,000
Document # 209244

Loan Type Conventional
Interest Rate Type Fixed
Seller Carry Back N

Lender Name BSM FINANCIAL LP

Transaction 16 - Transfer

Transaction Information

Buyer / Borrower SCANE,ALLAN R ETAL
Recorded Date Mar 07, 2002
Title Company

Signature Date
Multiple/Portion

Ownership Transfer Information

Seller SCANE,ALLAN R ETAL
Transfer Value
Document # 0000118203

Transaction Type Resale
Deed Type Quitclaim Deed Of Trust

Loan Information

Loan Amount
Document # 0000118203

Loan Type
Interest Rate Type
Seller Carry Back

Lender Name

Owner
REYES, JUAN C & LAURA E

Address
37000 BUCK RD TEMECULA, CA 92592

Parcel/Tax ID
942-100-041

Transaction 15 - Transfer

Transaction Information

Buyer / Borrower SCANE, ALLAN R ETUX
Recorded Date Feb 28, 2002
Title Company

Signature Date
Multiple/Portion

Ownership Transfer Information

Seller SCANE, ALLAN R ETAL
Transfer Value
Document # 0000104092

Transaction Type Resale
Deed Type Quitclaim Deed Of Trust

Loan Information

Loan Amount
Document # 0000104092

Loan Type
Interest Rate Type
Seller Carry Back

Lender Name

Transaction 14 - Finance

Transaction Information

Buyer / Borrower SCANE, ALLAN R & GAYLE L
Recorded Date Feb 28, 2002
Title Company FIRST AMERICAN TITLE

Signature Date
Multiple/Portion

Loan Information

Loan Amount \$240,000
Document # 0000104093

Loan Type Conventional
Interest Rate Type Fixed
Seller Carry Back N

Lender Name IRWIN MORTGAGE CORP

Transaction 13 - Transfer

Transaction Information

Buyer / Borrower SCANE, ALLAN R ETAL
Recorded Date Feb 28, 2001
Title Company FIRST AMERICAN TITLE

Signature Date
Multiple/Portion

Ownership Transfer Information

Seller SCANE, ALLAN R ETUX
Transfer Value
Document # 0000080588

Transaction Type Resale
Deed Type Quitclaim Deed Of Trust

Loan Information

Loan Amount
Document # 0000080588

Loan Type Conventional
Interest Rate Type
Seller Carry Back N

Lender Name

Transaction 12 - Finance

Transaction Information

Buyer / Borrower SCANE, ALLAN R & GAYLE L
Recorded Date Feb 28, 2001
Title Company FIRST AMERICAN TITLE

Signature Date
Multiple/Portion

Loan Information

Loan Amount \$217,500
Document # 0000080587

Loan Type Conventional
Interest Rate Type Adjustable Rate
Seller Carry Back N

Lender Name DOWNEY S & L (WHOLESALE)

Transaction 11 - Transfer

Transaction Information

Buyer / Borrower SCANE, ALLAN R ETUX
Recorded Date Feb 28, 2001
Title Company FIRST AMERICAN TITLE

Signature Date
Multiple/Portion

Ownership Transfer Information

Seller SCANE, ALLAN R ETAL
Transfer Value
Document # 0000080586

Transaction Type Resale
Deed Type Quitclaim Deed Of Trust

Loan Information

Loan Amount
Document # 0000080586

Loan Type Conventional
Interest Rate Type
Seller Carry Back N

Lender Name

Owner
REYES, JUAN C & LAURA E

Address
37000 BUCK RD TEMECULA, CA 92592

Parcel/Tax ID
942-100-041

Transaction 10 - Assignment

Transaction Information

Buyer / Borrower Alln R & Gayle L Scane
Recorded Date Sep 04, 1998
Document Number 378786
Assigned Lender GMAC MORTGAGE CORP

Original Loan Information

Loan Amount	\$162,000	Loan Type	Other
Document #		Interest Rate	Fixed
Recorded Date	Jan 01, 1900		
Lender Name	WELLS FARGO BANK		

Transaction 9 - Finance

Transaction Information

Buyer / Borrower SCANE TRUST
Recorded Date Jul 29, 1998
Title Company AMERICAN TITLE

Signature Date
Multiple/Portion

Loan Information

Loan Amount	\$22,000	Loan Type	Conventional
Document #	0000313885	Interest Rate Type	Fixed
		Seller Carry Back	N
Lender Name	HOME SAVINGS OF AMERICA		

Transaction 8 - Assignment

Transaction Information

Buyer / Borrower Allan R & Gayle L Scane
Recorded Date Apr 02, 1998
Document Number 125106
Assigned Lender WELLS FARGO BANK

Original Loan Information

Loan Amount	\$162,000	Loan Type	Other
Document #		Interest Rate	Fixed
Recorded Date	Jan 01, 1900		
Lender Name	HEADLANDS MORTGAGE		

Transaction 7 - Transfer

Transaction Information

Buyer / Borrower SCANE, ALLAN R ETAL
Recorded Date Jan 26, 1998
Title Company UNKNOWN

Signature Date
Multiple/Portion

Ownership Transfer Information

Seller SCANE, ALLAN R ETUX

Transfer Value		Transaction Type	Resale
Document #	0000026026	Deed Type	Quitclaim Deed Of Trust

Loan Information

Loan Amount		Loan Type	Conventional
Document #	0000026026	Interest Rate Type	
		Seller Carry Back	N
Lender Name			

Transaction 6 - Transfer

Transaction Information

Buyer / Borrower SCANE, ALLAN R ETUX
Recorded Date Oct 15, 1997
Title Company CONTINENTAL LAWYERS TITLE

Signature Date
Multiple/Portion

Ownership Transfer Information

Seller SCANE, ALLAN R ETAL

Transfer Value		Transaction Type	Resale
Document #	0000375008	Deed Type	Quitclaim Deed Of Trust

Loan Information

Loan Amount		Loan Type	Conventional
Document #	0000375008	Interest Rate Type	
		Seller Carry Back	N
Lender Name			

Owner
REYES, JUAN C & LAURA E

Address
37000 BUCK RD TEMECULA, CA 92592

Parcel/Tax ID
942-100-041

Transaction 5 - Finance

Transaction Information

Buyer / Borrower SCANE, ALLAN R & GAYLE L
Recorded Date Oct 15, 1997
Title Company LAWYERS TITLE

Signature Date
Multiple/Portion

Loan Information

Loan Amount \$162,000
Document # 0000373865

Loan Type Conventional
Interest Rate Type Fixed
Seller Carry Back N

Lender Name HEADLANDS MORTGAGE

Transaction 4 - Finance

Transaction Information

Buyer / Borrower SCANE, ALLAN R & GAYLE L
Recorded Date Jul 03, 1995
Title Company

Signature Date
Multiple/Portion

Loan Information

Loan Amount \$25,486
Document # 0000215200

Loan Type Conventional
Interest Rate Type Fixed
Seller Carry Back N

Lender Name ZEBELL MARKETING INC

Transaction 3 - Transfer

Transaction Information

Buyer / Borrower SCANE, ALLAN R ETAL
Recorded Date Feb 14, 1995
Title Company UNKNOWN

Signature Date
Multiple/Portion

Ownership Transfer Information

Seller SCANE, ALLAN R ETUX
Transfer Value
Document # 0000044805

Transaction Type Resale
Deed Type Quitclaim Deed Of Trust

Loan Information

Loan Amount
Document # 0000044805

Loan Type Conventional
Interest Rate Type
Seller Carry Back N

Lender Name

Transaction 2 - Transfer

Transaction Information

Buyer / Borrower SCANE, ALLAN R & GAYLE L
Recorded Date Dec 21, 1994
Title Company ORANGE COAST TITLE

Signature Date
Multiple/Portion

Ownership Transfer Information

Seller SANCHEZ, CHARLES L & MARY J
Transfer Value \$165,000 (Full)
Document # 0000473184

Transaction Type Resale
Deed Type

Loan Information

Loan Amount \$132,000
Document # 0000473184

Loan Type Conventional
Interest Rate Type Adjustable Rate
Seller Carry Back N

Lender Name HOME SAVINGS OF AMERICA

Transaction 1 - Transfer

Transaction Information

Buyer / Borrower SANCHEZ CHARLES
Recorded Date Jan 01, 1990
Title Company CONTINENTAL LAND TITLE

Signature Date
Multiple/Portion

Ownership Transfer Information

Seller SANCHEZ CHARLES
Transfer Value
Document # 0000037465

Transaction Type Refi
Deed Type Quitclaim Deed Of Trust

Loan Information

Loan Amount \$125,000
Document # 0000037465

Loan Type Conventional
Interest Rate Type
Seller Carry Back N

Lender Name NORTH COUNTY BANK

Legend

Ⓢ Unusually large change in price

31 Multiple sales within a 30 day period

When recorded please mail to:
Mail Stop 5155

DOC # 2008-0193474

04/18/2008 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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UNOFFICIAL COPY

NOTICE OF NONCOMPLIANCE

In the matter of the Property of

Case No. CV08-01236

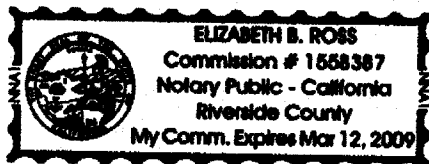
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062

Juan C. Reyes
Laura E. Reyes

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 348, Sec. 14.72, (RCC Title 17.136.020) described as Land Use Without Planning Approval- wedding facility and Riverside County Ordinance No. 457, Sec. 4 (RCC Title 15.08) described as Construction Without Permit- retaining wall, shed conversion, electrical, and bridge. Such proceedings are based upon the noncompliance of such real property, located at 37000 Buck Road, Temecula, CA, and more particularly described as Assessor's Parcel Number 942-100-041 and having a legal description of 2.35 ACRES M/L IN POR PAR 1 PM 047/068 PM 10432, Records of Riverside County, with the requirements of Ordinance No. 348, Sec. 14.72, (RCC Title 17.136.020) and Riverside County Ordinance No. 457, Sec. 4 (RCC Title 15.08) described as Construction Without Permit- retaining wall, shed conversion, electrical, and bridge.

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, 39493 Los Alamos Road, Murietta, CA 92563; Attention Code Enforcement Officer Angela Frazier, (951) 600-6140.

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



COUNTY OF RIVERSIDE
DEPARTMENT OF CODE ENFORCEMENT

By Mark Slocum
Mark Slocum
Code Enforcement Department

ACKNOWLEDGMENT

State of California)
County of Riverside)

On 04/09/08 before me, Elizabeth B. Ross, Notary Public, personally appeared Mark Slocum, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Elizabeth B. Ross

EXHIBIT NO. D7

NEW CENTURY TITLE COMPANY

2352484-LS

Recording Requested By:
D. User

DOC # 2005-0156656

02/28/2005 06:00A Fee:58.00

Page 1 of 15

Recorded in Official Records
County of Riverside

Larry U. Ward

Assessor, County Clerk & Recorder



After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.

MS SV-79 DOCUMENT PROCESSING

P.O. Box 10423

Van Nuys, CA 91410-0423

Prepared By:
CINDY REYES

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58 | T
SG

DEED OF TRUST AND ASSIGNMENT OF RENTS

MIN 1000157-0004683450-9

This Deed of Trust secures an obligation which calls for payment of interest at a variable interest rate.
THIS DEED OF TRUST is made this 23rd day of FEBRUARY, 2005 between
JUAN C REYES, AND LAURA E REYES, HUSBAND AND WIFE AS JOINT TENANTS

oA

whose address is,
7835 BAYSINGER STREET, DOWNEY, CA 90241

herein called "Trustor,"
"CTC REAL ESTATE SERVICES"

115 N. LAKE AVE. PO BOX 7137 PASADENA, CA 91109-
herein called "Trustee," and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS")
a Delaware corporation with an address of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
MERS is the "Beneficiary" under this Deed of Trust and is acting solely as a nominee for
COUNTRYWIDE HOME LOANS, INC.

3/29

("Lender" or "you") and its successors and assigns, with an address of
4500 Park Granada, Calabasas, CA 91302-1613

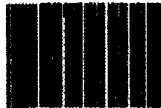
3/29

Trustor irrevocably grants, transfers and assigns to Trustee, in trust and with power of sale, all of the real
property in the City or Town of TEMECULA, County of
RIVERSIDE, State of California, having the street address of
37000 BUCK RD, TEMECULA, CA 92592-9125

• MERS HELOC - CA Deed of Trust
1D988-CA (02/04)(c)

Page 1 of 10

Initials: JCR
LE



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* 0 9 0 5 6 0 0 3 0 0 0 0 0 1 D 9 8 8 *

EXHIBIT NO. D⁸

and more specifically described as:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number: 9421000411 together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property."

TRUSTOR UNDERSTANDS and agrees that MERS is a separate corporation acting solely as nominee for Lender and Lender's successors and assigns, and holds only legal title to the interests granted by Trustor in this Deed of Trust, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing or canceling this Deed of Trust.

1. THIS DEED OF TRUST SECURES:

a. All of the obligations of Trustor in favor of Lender or order under the terms of a revolving credit agreement dated FEBRUARY 23, 2005, herein called Agreement. The Agreement provides, among other things, for the payment of all sums advanced by Lender from time to time pursuant to the Agreement and for the payment of interest. The maximum principal obligation under the Agreement to be secured by this Deed of Trust at any one time is ONE HUNDRED SIX THOUSAND and 00/100 Dollars (\$ 106,000.00) unless Lender, with Trustor's written consent, hereafter increases this amount. Advances made by Lender to protect the security of this Deed of Trust or to preserve the Property shall not be subject to the limitation of the preceding sentence.

The security of this Deed of Trust shall not be affected by the extension, renewal or modification from time to time of the obligations, instruments or agreements described above.

b. Payment of any and all obligations and liabilities, whatsoever, whether primary, secondary, direct, indirect, fixed or contingent, whether now or hereafter due from Trustor (or any successor in interest to Trustor) whether created directly or acquired by assignment if the document evidencing such obligation or liability or any other writing signed by Trustor (or any successor in interest to Trustor) specifically provides that said obligation or liability is secured by this Deed of Trust.

(3) Pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior and superior hereto.

(4) In exercising any such powers, pay necessary expenses, employ counsel and pay his or her reasonable fees.

f. To pay immediately and without demand all sums so expended by Lender or Trustee, with interest from date of expenditure at the maximum rate allowed by law in effect at the date hereof or at the option of Lender, such sums may be added to the principal balance of any indebtedness secured hereby and shall bear the highest rate of interest as any such indebtedness.

g. To pay for any statement provided for by the law in effect on the date hereof regarding the obligation secured hereby in the amount demanded by the Lender but not to exceed the maximum allowed by law at the time the statement is demanded.

3. IT IS FURTHER AGREED THAT:

a. Any award of damages in connection with any condemnation for public use of or injury to the Property or any part thereof is hereby assigned and shall be paid to Lender who may apply or release such monies received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

b. By accepting payment of any sum secured hereby after its due date, or after the filing of notice of default and of election to sell, Lender shall not waive its right to require prompt payment when due of all other sums so secured, or to declare default for failure so to pay, or to proceed with the sale under any such notice of default and of election to sell, for any unpaid balance of said indebtedness. If Lender holds any additional security for any obligation secured hereby, it may enforce the sale thereof at its option, either before, contemporaneously with, or after the sale is made hereunder, and on any default of Trustor, Lender may, at its option, offset against any indebtedness owing by it to Trustor, the whole or any part of the indebtedness secured hereby.

c. Without affecting the liability of any person, including, without limitation, Trustor, for the payment of any indebtedness secured hereby, or the lien of this Deed of Trust on the remainder of the Property for the full amount of any indebtedness unpaid, Lender and Trustee are respectively empowered as follows:

(1) Lender may from time to time and without notice (a) release any person liable for the payment of any of the indebtedness, (b) extend the time or otherwise alter the terms of payment of any of the indebtedness, (c) accept additional security therefor of any kind, including Deeds of Trust or mortgages, (d) alter, substitute or release any of the Property securing the indebtedness.

(2) Trustee may, at any time, and from time to time, upon the written request of Lender (a) consent to the making of any map or plat of the Property, (b) join in granting any easement or creating any restriction thereon, (c) join in any subordination or other agreement affecting this Deed of Trust or the lien or charge thereof or, (d) reconvey, without any warranty, all or any part of the Property.


Initials: 

EXHIBIT NO. D¹¹

d. Upon (a) written request of Lender or (b) performance of all obligations of the Trustor hereunder and under each and every note, guarantee, Agreement or other writing evidencing the indebtedness secured hereby, and upon surrender of this Deed of Trust to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The recital in such reconveyance of any matters of facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such reconveyance, Trustee may destroy said note, guarantee, Agreement or other evidence of indebtedness and this Deed of Trust (unless directed in such request to retain them).

e. Trustor hereby gives to and confers upon Lender the right, power and authority during the continuance of these trusts to collect the rents, issues and profits of the Property and of any personal property located thereon, and hereby absolutely and unconditionally assigns all such rents, issues and profits to Lender; provided, however, that Lender hereby consents to the collection and retention of such rents, issues and profits as they accrue and become payable only if Trustor is not, at such time, in default with respect to payment of any indebtedness secured hereby or in the performance of any agreement hereunder. Upon any such default, Lender may at any time, without notice, either in person, by agent, or by a receiver to be appointed by a court, without regard to the adequacy of any security for the indebtedness hereby secured and without limiting the generality of Section 2.e.(1), above, enter upon and take possession of the Property or any part thereof, and in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Lender may determine; also perform such acts of repair, nurturing, cultivation, irrigation, weeding, fertilizing, fumigation, spraying, pruning or protection, as may be necessary or proper to conserve the value of the Property or any trees, planting or crops growing thereon; also lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate; also prepare for harvest, sever, remove, and sell any crops that may be growing upon the premises, and apply the net proceeds thereof to the indebtedness secured hereby. The entering upon and taking possession of the Property and performance or failure to perform any of the acts described in the preceding sentence, the collection of or failure to collect such rents, issues and profits, and the application thereof as aforesaid, shall not waive or cure any default or notice of default hereunder, or invalidate any act done pursuant to such notice and shall not constitute or otherwise result in any assumption by or liability of Lender for maintenance, depreciation, misuse or risk of loss other than for damage or loss to the Property due to Lender's gross negligence or intentional torts. Trustor also assigns to Trustee, as further security for the performance of the obligations secured hereby, all prepaid rents and all monies which may have been or may hereafter be deposited with said Trustor by any lessee of the premises herein described, to secure the payment of any rent, and upon default in the performance of any of the provisions hereof, Trustor agrees to deliver such rents and deposits to the Trustee.

f. Upon default by Trustor in the performance of any payment or other obligation secured hereby or in the performance of any agreement hereunder, or if, whether voluntarily or involuntarily, there is a sale or transfer of all or any part of (i) the Property or an interest therein, or (ii) a beneficial interest in Trustor and Trustor is not a natural person, or if Trustor ceases to use the Property as Trustor's primary residence, Lender may declare all sums secured hereby immediately due without notice or demand and no waiver of this right shall be effective unless in writing and signed by Lender.

[Handwritten initials]
Z.R.

g. Waiver of a right granted to Lender hereunder as to one transaction or occurrence shall not be deemed to be a waiver of the right as to any subsequent transaction or occurrence. Lender may rescind any notice before Trustee's sale by executing a notice of rescission and recording the same. The recordation of such notice shall constitute also a cancellation of any prior declaration of default and demand for sale, and of any acceleration of maturity of indebtedness affected by any prior declaration or notice of default. The exercise by Lender of the right of rescission shall not constitute a waiver of any default then existing or subsequently occurring, nor impair the right of the Lender to execute other declarations of default and demand for sale, or notices of default and of election to cause the Property to be sold, nor otherwise affect the note or deed of trust, or any of the rights, obligations or remedies of the Lender or Trustee hereunder.

h. At least three months or any lesser period required by law having elapsed between the recordation of the notice of default and the date of sale, Trustee, having first given notice of sale as then required by law, shall sell the Property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as the Trustee may determine, at public auction to the highest bidder for cash, in lawful money of the United States of America, payable at the time of sale except as otherwise permitted by law. Trustee may postpone sale of all or any portion of the Property by public announcement at the time of sale, and from time to time thereafter may postpone the sale by public announcement, all as permitted by law. Trustee shall deliver to the purchaser its deed conveying the Property so sold, but without any covenant or warranty, expressed or implied. The recital in any such deed of any matters or facts, stated either specifically or in general terms, or as conclusions of law or fact, shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Lender, may purchase at the sale. After deducting all costs, fees and expenses of Trustee and of this trust, including costs of evidence of title in connection with the sale, the Trustee shall apply the proceeds of this sale to the payment of all sums then secured hereby, in such order and manner as may be required by the Lender; the remainder, if any, to be paid to the person or persons legally entitled thereto. If Lender shall elect to bring suit to foreclose this Deed of Trust in the manner and subject to the provisions, rights and remedies relating to the foreclosure of a mortgage, Lender shall be entitled to reasonable attorney's fees and litigation costs.

i. Lender, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Lender and duly acknowledged and recorded in the office of the recorder of the county or counties where said Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Lender hereunder, the book and page where this Deed of Trust is recorded and the name and address of the new trustee.

j. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Lender shall mean the owner and holder, including, without limitation, pledgees, of the note, guarantee, Agreement, or other evidence of indebtedness secured hereby, whether or not named as Lender herein. In this Deed of Trust, whenever the context so requires, the singular number includes the plural.

k. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Lender or Trustee shall be a party unless brought by Trustee.

l. If Trustor or any successor in interest to Trustor sells, transfers or encumbers any interest in the Property, whether voluntarily or involuntarily, or if a beneficial interest in Trustor is sold or transferred, voluntarily or involuntarily, and Trustor is not a natural person: (a) the transferor and the transferee shall each immediately give written notice of said transfer to the Lender, at its address designated on the first page of this Deed of Trust; (b) if this Deed of Trust secures Trustor's obligation under an Agreement as defined herein, all credit extended by Lender under the Agreement, whether before or after the Property is transferred, shall be secured under this Deed of Trust as if no transfer had occurred except for credit extended by Lender more than five days after it has received the written notices required by this paragraph.

m. The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permitted by law.

4. WITH REGARD TO ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES, TRUSTOR AGREES:

a. As used in this Paragraph 4:

(1) "Environmental Law" means all federal, state and local law concerning the public health, safety or welfare, environment or a Hazardous Substance, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601 et seq., Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq., Toxic Substances Control Act, 15 U.S.C. Sec. 2601 et seq., Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq., Clean Water Act and Water Quality Act of 1987, 33 U.S.C. Sec. 1251 et seq., Safe Drinking Water Act, 41 U.S.C. Sec. 300f et seq., Clean Air Act, 42 U.S.C. Sec. 7901 et seq., Carpenter-Presley-Tanner Hazardous Account Act, Cal.Health & Safety Code Sec. 25300 et seq., Hazardous Waste Control Law, Cal.Health & Safety Code Sec. 25100 et seq., Porter-Cologne Water Quality Control Act, Cal.Water Code Sec. 1300 et seq., Hazardous Waste Disposal Land Use Law, Cal.Health & Safety Code Sec. 25220 et seq., Safe Drinking Water and Toxic Enforcement Act of 1986, Cal.Health & Safety Code Sec. 25249.5 et seq., Hazardous Substances Underground Storage Tank Law, Cal.Health & Safety Code Sec. 25280 et seq., Air Resources Law, Cal.Health & Safety Code Sec. 3900 et seq., Hazardous Materials Release Response Plans and Inventory, Cal.Health & Safety Code Sec. 25500 et seq., and Toxic Pits Cleanup Act of 1984, Cal.Health & Safety Code Sec. 25208 et seq.

(2) "Hazardous Substance" means any substance which has characteristics of ignitability, corrosivity, toxicity, reactivity or radioactivity or other characteristics which render it dangerous or potentially dangerous to public health, safety or welfare or the environment, including without limitation, (i) petroleum or any fraction or other byproduct thereof, (ii) asbestos, (iii) lead, (iv) cyanide, (v) polychlorinated biphenyls, (vi) urea formaldehyde and (vii) anything defined as a "hazardous material," "toxic substance," "hazardous substance," "hazardous waste" or "waste" under any Environmental Law, including without limitation, "hazardous substance" as defined in Cal.Health & Safety Code Sec. 25316 and "waste" and "hazardous substance" as defined in Cal.Water Code Sec. 13050(d) and Sec. 13050(p)(1), respectively. The term is intended by Trustor and Lender to be interpreted in its most comprehensive and cumulative sense.

Initials: *JLK*
JH

b. Trustor represents and warrants that except as disclosed to and acknowledged in writing by Lender before the date of this Deed of Trust:

(1) No Hazardous Substance has been located, used, manufactured, generated, treated, handled, stored, spilled, disposed of, discharged or released by any person on, under or about the Property.

(2) Trustor has no knowledge of or reason to believe that there is any pending or threatened investigation, assessment, claim, demand, action or proceeding of any kind relating to (i) any alleged or actual Hazardous Substance located under or about the Property or (ii) alleged or actual violation or noncompliance by Trustor or any tenant of Trustor with regard to any Environmental Law involving the Property.

(3) Neither Trustor nor any tenant of Trustor is required by any Environmental Law to obtain or maintain any permit, license, financial responsibility certificate or other approval as a condition to its business operations or in connection with its use, development or maintenance of the Property.

c. Trustor represents and warrants that Trustor and every tenant of Trustor have been, are and will remain in full compliance with any Environmental Law applicable to its business operations and its use, development or maintenance of the Property.

d. Trustor agrees to permit, or cause any tenant of Trustor to permit, Lender to enter and inspect the Property at any reasonable time for purposes of determining, as Lender deems necessary or desirable: (i) the existence, location and nature of any Hazardous Substance on, under or about the Property, (ii) the existence, location, nature, magnitude and spread of any Hazardous Substance that has been spilled, disposed of, discharged or released on, under or about the Property or (iii) whether or not Trustor and any tenant of Trustor are in compliance with applicable Environmental Law. If Trustor or its tenant fails to comply fully with the terms hereof, Lender may obtain affirmative injunctive relief therefor.

e. Trustor agrees to indemnify and hold Lender and its successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including, without limitation, all costs of litigation and attorneys' fees, which Lender and its successors and assigns may directly or indirectly sustain or suffer as a consequence of any inaccuracy or breach of any representation, warranty or promise made in this Deed of Trust in connection with any Hazardous Substance or Environmental Law. Notwithstanding any of the language in this Deed of Trust to the contrary, this indemnity covers claims asserted after all the indebtedness secured by this Deed of Trust has been paid and discharged, whether or not this Deed of Trust has also been reconveyed to Trustor. The only exclusions hereto may relate to claims arising out of the affirmative acts of Lender or of a third party after Trustor's interest in the Property has terminated.



f. The provisions of this Paragraph 4 shall not be affected by the acquisition by Lender or its successors or assigns of any ownership or other interest in the Property beyond Lender's security interest in the Property created under this Deed of Trust, whether or not such acquisition is pursuant to the foreclosure of this Deed of Trust or a merger of the interest of the Lender or its successors and assigns in the Property.

5. **ADDITIONAL PROVISIONS:**

a. The execution of this Deed of Trust by any person who has no present interest in the Property shall not be deemed to indicate that such an interest presently exists. Rather, execution of this Deed of Trust by such a person shall constitute such person's agreement that if such person hereafter acquires an interest in the Property, such interest shall be subject to the interest granted hereunder.

b. The execution of this Deed of Trust by any person who has a present interest in the Property shall not in itself be deemed to indicate that such person is liable to Lender for any obligation described in Section 1., above. Any personal liability of such person to Lender shall be determined on an independent basis (such as execution of the document or documents evidencing the obligation described in Section 1., above). Execution of this Deed of Trust by any such person shall nevertheless indicate that such person's interest in the Property shall be subject to the interest granted hereunder.

JCH
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D16

The undersigned Trustors request that a copy of any notice of default, and of any notice of sale hereunder, be mailed to their respective addresses set forth below.

By signing below, Trustor agrees to all the terms and conditions of this Deed of Trust.

Mailing Address For Notices

Juan C. Reyes

JUAN C. REYES

7835 BAYSINGER STREET
DOWNEY, CA 90241

Laura E. Reyes

LAURA E. REYES

7835 BAYSINGER STREET
DOWNEY, CA 90241

State of California

County of Orange

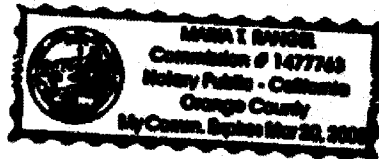
On 2/23/2005, before me The undersigned M.R.
personally appeared

Juan C. Reyes And Laura E. Reyes
M.R.

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

WITNESS my hand and official seal.

[Signature]



GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: Maria T. Rangel

COMMISSION NO: 1477763

PLACE OF EXECUTION: Orange

DATE COMMISSION EXPIRES: 3-20-2008

MANUFACTURER/VENDER NO: NNAI

SIGNATURE: Waly DATE: 2-25-04

EXHIBIT NO. D18

**MODIFICATION OF HOME EQUITY CREDIT LINE
AGREEMENT AND DISCLOSURE STATEMENT
AND SECURITY INSTRUMENT**

WHEN RECORDED MAIL TO:
COUNTRYWIDE HOME LOANS, INC.
MSN SV-79 / DOCUMENT CONTROL DEPT.
P.O. BOX 10266
VAN NUYS, CALIFORNIA 91410-0266

SPACE ABOVE FOR RECORDERS USE
PARCEL ID #: 9421000411
By: CINDY REYES

DOC ID #: 0009056003082037
ESCROW/CLOSING #: 25050217BD

THIS MODIFICATION OF HOME EQUITY CREDIT LINE AGREEMENT AND DISCLOSURE STATEMENT AND SECURITY INSTRUMENT (this "Modification") is made as of the 23rd day of February 2005, by and between JUAN C REYES, AND LAURA E REYES, HUSBAND AND WIFE AS JOINT TENANTS

• HELOC-Credit Line Modification
1U9801US (10/01)

Page 1 of 3

Initials: *JCR*
LER



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* 0 9 0 5 6 0 0 3 0 0 0 0 0 1 U 9 8 0 *

EXHIBIT NO. DA

3/29

("Borrower(s)") and
COUNTRYWIDE HOME LOANS, INC.
4500 Park Granada, Calabasas, CA 91302-1613

("Lender"), with reference to the following facts:

A. Borrower(s) executed and delivered to Lender that certain Home Equity Credit Line Agreement and Disclosure Statement (the "Agreement") dated February 23rd, 2005, evidencing a loan (the "Loan") in the principal amount of \$ 106,000.00, or so much thereof as may be advanced and readvanced from time to time under the Agreement. The Agreement is secured by the real property described in Exhibit A attached hereto (the "Property") pursuant to that certain Mortgage, Deed of Trust, Open End Mortgage or Deed to Secure Debt (the "Security Instrument") executed by Borrower(s) and recorded in the Official Records of RIVERSIDE County, CALIFORNIA on , as

Capitalized terms used herein without definition shall have the meanings set forth in the Agreement and Security Instrument.

B. Pursuant to the request of Borrower(s), Lender has agreed to make the following modifications to the Agreement and Security Instrument (check all applicable boxes):

- an increase in our Credit Limit to \$
- an increase in the Margin to %.

In consideration of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Modification. The Agreement and Security Instrument are modified as follows (check all applicable boxes):

- The Credit Limit set forth in paragraph 4 of the Agreement or maximum principal amount of the Loan is \$
- The Margin as set forth in paragraph 5(D) of the Agreement is 1.000 %.

2. Representations of Borrower(s). Borrower(s) represent(s) to Lender that (1) except for the Security Instrument and any prior liens identified in the Security Instrument, there are no other liens, encumbrances or claims against the Property and (2) there has been no increase, amendment or modification of any prior security instrument identified in the Security Instrument.

3. Effect of Modification. Except as stated herein, the Agreement and Security Instrument are not altered, amended or modified and remain in full force and effect. None of Lender's rights thereunder are or shall be deemed to be prejudiced by reason of this Modification. Except as provided herein, this Modification shall not affect the lien or charge of the Security Instrument upon the Property.

4. Joint and Several Liability. The liability of Borrowers under this Modification is joint and several.

Initials: *[Signature]*
[Signature]

DOC ID # 0009056003082037

This Modification has been signed by Lender and Borrower(s) as of the date first above written.

Lender:

By: _____

Name: _____

Title: _____

WITNESS:

Juan Carlos Reyes 2/23/05 (SEAL)
Borrower: JUAN C REYES

Laura E Reyes 2.23.05 (SEAL)
Borrower: LAURA E REYES

Borrower: _____ (SEAL)

Borrower: _____ (SEAL)

• HELOC - Credit Line Modification
1U9803US (10/01)

EXHIBIT NO. _____

D21

EXHIBIT "A"

PARCEL 1 OF PARCEL MAP 10432, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 47, PAGE 68 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

**BEGINNING AT THE MOST EASTERLY CORNER OF SAID PARCEL 1;
THENCE SOUTH 47°41'15" WEST, ON THE SOUTHEASTERLY LINE OF SAID PARCEL 1, 80.00 FEET;
THENCE NORTH 17°21'51" WEST, 233.91 FEET TO A POINT IN THE NORTHEASTERLY LINE OF SAID PARCEL 1;
THENCE SOUTH 34°03'26" EAST, ON THE NORTHEASTERLY LINE OF SAID PARCEL 1, 128.72 FEET TO AN ANGLE POINT IN SAID NORTHEASTERLY LINE;
THENCE SOUTH 42°18'58" EAST, ON SAID NORTHEASTERLY LINE, 84.78 FEET TO THE POINT OF BEGINNING.**

PARCEL 2:

THAT PORTION OF PARCEL 1, PARCEL MAP 10566, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 72, PAGE 69 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

**BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL 1;
THENCE NORTH 53°48'01" EAST ON THE NORTHWESTERLY LINE OF SAID PARCEL 1, 66.63 FEET;
THENCE SOUTH 16°09'59" EAST, 243.17 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF SAID PARCEL 1;
THENCE NORTH 34°03'26" WEST, ON SAID SOUTHWESTERLY LINE OF SAID PARCEL 1, 231.39 FEET TO THE POINT OF BEGINNING.**

RECORDING REQUESTED BY:
 New Century Title Company - Riverside Title
 ORDER NO.: 2352484
 ESCROW NO.: 25050217-BD

AND WHEN RECORDED MAIL TO:
 Juan Carlos Reyes
 Laura Reyes
 37000 Buck Road
 Temecula, CA 92591

DOC # 2005-0156654
 02/28/2005 08:00 Fee:33.00
 Page 1 of 3 Doc T Tax Paid
 Recorded in Official Records
 County of Riverside
 Larry M. Ward
 Assessor, County Clerk & Recorder



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CA

A.P.N. 942-100-041-1
 TRA-013

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) that documentary transfer tax is \$ 924.00 (County) \$.00 (City)
 (X) computed on full value of property conveyed, or
 () computed on full value less liens or encumbrances remaining at time of sale
 (X) City of Temecula

33 T SG

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Allan Roy Scane and Gayle Lynne Scane, Trustees of the Scane Family Trust Dated September 18, 1988 hereby GRANT(S) to Juan C. Reyes and Laura E. Reyes, husband and wife as joint tenants the following described real property in the City of Temecula, County of Riverside, State of California:

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

Dated: January 24, 2005
 STATE OF CALIFORNIA
 COUNTY OF Riverside
 On January 28, 2005 before me Lisa M. Meredith

Personally appeared Allan Roy Scane and Gayle Lynne Scane

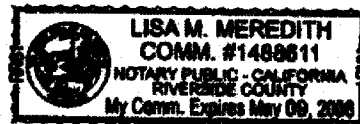
Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the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

WITNESS my hand and official seal.

Signature Lisa M. Meredith

Allan Roy Scane
 Allan Roy Scane, Trustee

Gayle Lynne Scane
 Gayle Lynne Scane, Trustee



(This area for official notary seal)

Grant Deed - Individual (290) 10-04

MAIL TAX STATEMENTS AS DIRECTED ABOVE

EXHIBIT NO. D23

GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY: Lisa M. Meredith

COMMISSION NO: 1488611

PLACE OF EXECUTION: Riverside

DATE COMMISSION EXPIRES: 5-9-2008

MANUFACTURER/VENDER NO: RRS1

SIGNATURE: Wlay DATE: 2-25-05

EXHIBIT NO. D24

EXHIBIT "A"

PARCEL 1 OF PARCEL MAP 10432, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 47, PAGE 68 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID PARCEL 1;
THENCE SOUTH 47°41'16" WEST, ON THE SOUTHEASTERLY LINE OF SAID PARCEL 1, 80.00 FEET;
THENCE NORTH 17°21'51" WEST, 233.91 FEET TO A POINT IN THE NORTHEASTERLY LINE OF SAID PARCEL 1;
THENCE SOUTH 34°03'26" EAST, ON THE NORTHEASTERLY LINE OF SAID PARCEL 1, 128.72 FEET TO AN ANGLE POINT IN SAID NORTHEASTERLY LINE;
THENCE SOUTH 42°18'58" EAST, ON SAID NORTHEASTERLY LINE, 84.78 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PORTION OF PARCEL 1, PARCEL MAP 10566, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 72, PAGE 69 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL 1;
THENCE NORTH 53°48'01" EAST ON THE NORTHWESTERLY LINE OF SAID PARCEL 1, 66.63 FEET;
THENCE SOUTH 18°09'59" EAST, 243.17 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF SAID PARCEL 1;
THENCE NORTH 34°03'28" WEST, ON SAID SOUTHWESTERLY LINE OF SAID PARCEL 1, 231.39 FEET TO THE POINT OF BEGINNING.

EXHIBIT NO. D25

NEW CENTURY TITLE COMPANY

2352484-LS

Recording Requested By:
D. User

DOC # 2005-0156655

02/26/2005 08:00A Fee:78.00
Page 1 of 24

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



After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.

MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

Prepared By:
CINDY REYES

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25050217BD

0009056002202005

[Escrow/Closing #]

[Doc ID #]

78 T
SG

DEED OF TRUST

MIN 1000157-0004683451-7

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated FEBRUARY 23, 2005, together with all Riders to this document.

(B) "Borrower" is

JUAN C REYES, AND LAURA E REYES, HUSBAND AND WIFE AS JOINT TENANTS

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

Page 1 of 16

Initials:

SA(CA) (0207) CHL (00/02)(d) VMP MORTGAGE FORMS - (800)521-7201
CON/WA

Form 3006 1/01

J.C.R.
L.E.R.



D26

EXHIBIT NO. _____

Borrower's address is
7835 BAYSINGER STREET, DOWNEY, CA 90241
Borrower is the trustor under this Security Instrument.

(C) "Lender" is
COUNTRYWIDE HOME LOANS, INC.
Lender is a CORPORATION
organized and existing under the laws of NEW YORK

Lender's address is
4500 Park Granada, Calabasas, CA 91302-1613

(D) "Trustee" is
"CTC REAL ESTATE SERVICES"
115 N. LAKE AVE. PO BOX 7137, PASADENA, CA 91109

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

(F) "Note" means the promissory note signed by Borrower and dated FEBRUARY 23, 2005 .The Note states that Borrower owes Lender SIX HUNDRED FIFTY THOUSAND and 00/100

Dollars (U.S. \$ 650,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MARCH 01, 2035

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

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

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

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

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

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

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

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

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

L.S.K.

D27

conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY of RIVERSIDE :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

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

Parcel ID Number: 9421000411

which currently has the address of

37000 BUCK RD, TEMECULA

[Street/City]

California 92592-9125 ("Property Address"):

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including,

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

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

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

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

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

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

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

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

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

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

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of

Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

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

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

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

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

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

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

JCH L.E.R.
Form 3006 1/01

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

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

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

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

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

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

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

J.H. L.E.R.
Form 3005 1/01

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

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

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

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

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in

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compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

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

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

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

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

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

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

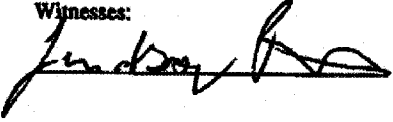
23. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without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

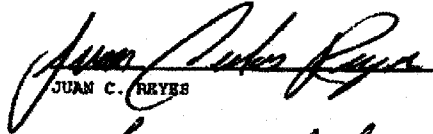
24. **Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall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

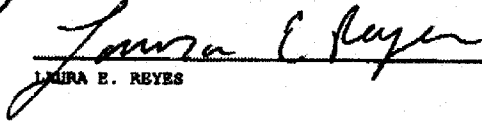
25. **Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

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

Witnesses:



 (Seal)
JUAN C. REYES -Borrower

 (Seal)
LAURA E. REYES -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

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State of California

County of ~~RIVERSIDE~~ LOS ANGELES

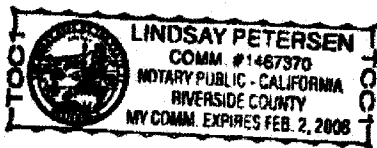
On February 24, 2005 before me, Lindsay Petersen

JUAN C. REYES and LAURA G. REYES personally appeared

(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.

Lindsay Petersen (Seal)



Initials: *JCR LGR*
Form 3005 1/01

EXHIBIT NO. DAI

GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED
READS AS FOLLOWS:

NAME OF NOTARY: Lindsay Petersen

COMMISSION NO: 1467370

PLACE OF EXECUTION: Riverside

DATE COMMISSION EXPIRES: 2-2-2008

MANUFACTURER/VENDER NO: TCC1

SIGNATURE: Waly DATE: 2-25-05

EXHIBIT NO. D 42

Prepared by: CINDY REYES

COUNTRYWIDE HOME LOANS, INC.

DATE: 02/23/2005
CASE #:
DOC ID #: 0009056002202005
BORROWER: JUAN C. REYES
PROPERTY ADDRESS: 37000 BUCK RD
TEMECULA, CA 92592-9125

Branch #: 0000049
41269 MARGARITA ROAD #C-102
TEMECULA, CA 92591
Phone: (951) 587-3200
Br Fax No.: (951) 296-1658

LEGAL DESCRIPTION EXHIBIT A

FHA/VA/CONV
• Legal Description Exhibit A
1C404-XX (04/03)(d)



* 2 3 9 9 1 *



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EXHIBIT NO. _____

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EXHIBIT "A"

PARCEL 1 OF PARCEL MAP 10432, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 47, PAGE 68 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID PARCEL 1;
THENCE SOUTH 47°41'15" WEST, ON THE SOUTHEASTERLY LINE OF SAID PARCEL 1, 80.00 FEET;
THENCE NORTH 17°21'51" WEST, 233.91 FEET TO A POINT IN THE NORTHEASTERLY LINE OF SAID PARCEL 1;
THENCE SOUTH 34°03'26" EAST, ON THE NORTHEASTERLY LINE OF SAID PARCEL 1, 128.72 FEET TO AN ANGLE POINT IN SAID NORTHEASTERLY LINE;
THENCE SOUTH 42°18'58" EAST, ON SAID NORTHEASTERLY LINE, 84.78 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PORTION OF PARCEL 1, PARCEL MAP 10566, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 72, PAGE 69 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL 1;
THENCE NORTH 53°48'01" EAST ON THE NORTHWESTERLY LINE OF SAID PARCEL 1, 66.63 FEET;
THENCE SOUTH 18°09'59" EAST, 243.17 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF SAID PARCEL 1;
THENCE NORTH 34°03'26" WEST, ON SAID SOUTHWESTERLY LINE OF SAID PARCEL 1, 231.39 FEET TO THE POINT OF BEGINNING.

EXHIBIT NO. D⁴⁴

Assessor's Parcel Number:

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.

MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423
Prepared By:
CINDY REYES

Recording Requested By:

[Space Above This Line For Recording Data]

FIXED/ADJUSTABLE RATE RIDER

(LIBOR One-Year Index (As Published In The Wall Street Journal) - Rate Caps)

25050217BD 0009056002202005
[Escrow/Closing #] [Doc ID #]

CONV
• MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family
INTEREST ONLY
1U796-XX (06/04)(d)

Page 1 of 5

Initials: *JKL L.P.R.*



EXHIBIT NO. *D45*

DOC ID #: 0009056002202005

THIS FIXED/ADJUSTABLE RATE RIDER is made this TWENTY-THIRD day of FEBRUARY, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to COUNTRYWIDE HOME LOANS, INC.

("Lender") of the same date and covering the property described in the Security Instrument and located at:

37000 BUCK RD
TEMECULA, CA 92592-9125

[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 5.625%. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of MARCH, 2010, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index".

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO & ONE-QUARTER percentage points (2.250%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

CONV

* MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family INTEREST ONLY

1U796-XX (08/04)

Page 2 of 5

Initials: *JL LER*

D46

EXHIBIT NO. _____

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.625 % or less than 2.250 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 10.625 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

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

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

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

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

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

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

CONV

• MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family INTEREST ONLY 1U796-XX (08/04)

Initials: *JLR L.E.R.*

INSTRUMENT NO. D⁴⁷

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

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

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

CONV
MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family
INTEREST ONLY
1U796-XX (08/04)


Initials: *JCR* *Z.E.R.*

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DOC ID #: 0009056002202005

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.



JUAN C. REYES (Seal)
-Borrower



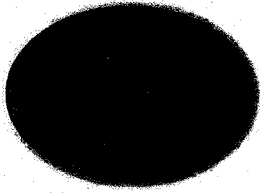
LAURA E. REYES (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

CONV
MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family
INTEREST ONLY
1U796-XX (06/04)

EXHIBIT “E”



County of Riverside Code Enforcement Department

P.O. Box 1469, Riverside, CA 92502
Phone: (951) 955-2004 Fax: (951) 955-8680

DEMAND FOR PAYMENT STATEMENT OF ABATEMENT COSTS NOTICE OF SPECIAL TAX ASSESSMENT

April 4, 2012

JUAN C REYES / LAURA E REYES
37000 BUCK RD
TEMECULA, CA 92591

Subject Property: 37000 BUCK RD, TEMECULA
Case No(s): CV08-01236
APN No(s): 942-100-041

Dear Juan C Reyes / Laura E Reyes:

NOTICE IS HEREBY GIVEN that the County of Riverside Code Enforcement Department ("DEPARTMENT") incurred expenses during our efforts to abate the code violation(s) on the Subject Property. Said abatement case involved Construction Without Permit (CWP) located on your real property commonly described as 37000 BUCK RD, TEMECULA, and more particularly described as Assessor's Parcel Number 942-100-041.

The total amount due for the DEPARTMENT'S actions concerning the above-described dangerous or injurious condition is **One Thousand Two Hundred Seventy-One Dollars and Fifty Cents (\$1,271.50)**.

You have thirty (30) days from the date of this letter to pay the DEPARTMENT at the above address the total amount due on the enclosed "Summary Statement of Abatement Costs" or a special tax assessment and abatement lien will be recorded upon the subject property. Payment must be made in the form of cashier's check or money order, made payable to the County of Riverside. Please note the property APN on the memo line of the check.

YOU HAVE A RIGHT TO A HEARING ON THIS MATTER BEFORE THE RIVERSIDE COUNTY BOARD OF SUPERVISORS OR AN ADMINISTRATIVE HEARING OFFICER. You have the right to contest the abatement costs and special assessment against the subject property. If you choose to exercise your right to a public hearing before the Board of Supervisors, please complete the enclosed "Board of Supervisors Request for Public Hearing" form and return it to the Code Enforcement Department within twenty (20) days of the date of this letter.

In the event you do not request a public hearing before the Board of Supervisors, a public hearing before an Administrative Hearing Officer shall be scheduled and held for a final determination of this matter and authority to place a lien against the Subject Property and adding the amount due as a special tax assessment on the County tax rolls.

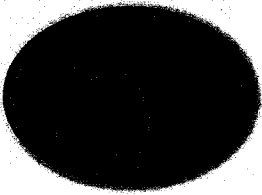
If you have any questions regarding this notice, please contact us at (951) 955-2004.

Code Enforcement Department

Carol Lynn Anderson
Administrative Services Officer

EXHIBIT NO. _____

E



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

**BOARD OF SUPERVISORS
REQUEST FOR PUBLIC HEARING
ON STATEMENT OF ABATEMENT COSTS
AND SPECIAL TAX ASSESSMENT**

JUAN C REYES / LAURA E REYES
37000 BUCK RD
TEMECULA, CA 92591

Subject Property: 37000 BUCK RD, TEMECULA
Case No(s): CV08-01236
APN No(s): 942-100-041

I, _____, hereby request a public hearing before the Board of
Supervisors (Please PRINT your name here)

regarding case number(s) _____.

I request notice of the Board of Supervisors hearing date, time, and location (which shall not be less than 10
days from the submission of this request) to be mailed to me at the following address:

Return Mailing Address: _____

Signed: _____
(Please SIGN your name here)

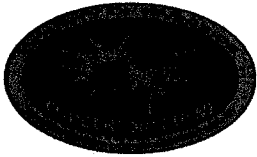
Date: _____

Print: _____
(Please PRINT your name here)

You may contact me at the following daytime phone number: _____

IMPORTANT
Keep a copy of this form and mail the original to:
Riverside County Code Enforcement Department
P.O. BOX 1469
Riverside, CA 92502-1469

EXHIBIT NO. E²



COUNTY OF RIVERSIDE CODE ENFORCEMENT

P.O. Box 1469, Riverside, CA 92502
Phone: 951-955-2004 Fax: 951-955-8680

Property Reference/Mailing Address
942-100-041-1 JUAN C REYES LAURA E REYES 37000 BUCK RD TEMECULA, CA. 92591

Date: 3/12/2012

Summary Statement of Abatement Costs

You are liable to the County for the following abatement costs:

Date	Invoice Number & Amount	Amount	Balance
12/31/2000	Balance forward		0.00
03/12/2012	CV0801236- INV #103537.	1,271.50	1,271.50
		Total Now Due	\$1,271.50

The total abatement costs must be paid to the County of Riverside, P.O. Box 1469, Riverside, CA 92502 within thirty (30) days. In the event said costs are not paid within thirty (30) days you will be liable for additional administrative costs, penalties, court fees, or other collection costs incurred in the collection of these abatement costs.

I affirm and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

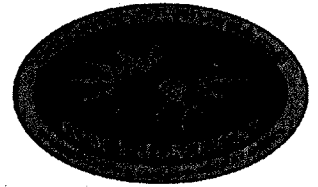
Rash

Code Enforcement Department

EXHIBIT NO. E³

**County of Riverside
Code Enforcement Department**

P.O. Box 1469, Riverside, CA 92502
Phone: (951) 955-2004 Fax: (951) 955-8680



Statement of Abatement Costs

942-100-041-1
JUAN C REYES
LAURA E REYES
37000 BUCK RD
TEMECULA, CA. 92591

Date	Invoice #
3/12/2012	103537

Property Address
942-100-041-1 JUAN C REYES LAURA E REYES 37000 BUCK RD TEMECULA, CA 92591

Case Number	District	Class
CV0801236	3	SOAC

You are liable to the County for the following abatement costs:

Date	Item	Description	Hours/Qty	Rate	Amount
3/22/2008	Officer Hours	Labor Charges - Officer Time	0.4	109.00	43.60
4/15/2008	Officer Hours	Labor Charges - Officer Time	1	109.00	109.00
4/28/2008	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.70
11/17/2009	Officer Hours	Labor Charges - Officer Time	0.1	109.00	10.90
11/25/2009	Officer Hours	Labor Charges - Officer Time	0.9	109.00	98.10
12/8/2009	Officer Hours	Labor Charges - Officer Time	3.9	109.00	425.10
3/3/2010	Officer Hours	Labor Charges - Officer Time	1.4	109.00	152.60
3/16/2010	Officer Hours	Labor Charges - Officer Time	1.1	109.00	119.90
3/12/2012	SOAC Preparation	Prepare Summary of Abatement Cost		65.00	65.00
		Subtotal Code Enforcement Costs			1,056.90
3/12/2012	Prepare Case for SOE He...			125.55	125.55
	Attend SOE Hearing			69.75	69.75
		Subtotal County Counsel Costs			195.30
3/12/2012	DataQuick	Property Finder Reports & Transaction Report		19.30	19.30
		Subtotal Contractor Costs			19.30
				Subtotal	\$1,271.50

The total abatement costs must be paid to the County of Riverside, P.O. Box 1469, Riverside, CA 92502 within thirty (30) days. In the event said costs are not paid within thirty (30) days you will be liable for additional administrative costs, penalties, court fees or other collection costs incurred in the collection of these abatement costs.

Payments/Credits	\$0.00
Total Now Due	\$1,271.50

I affirm and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

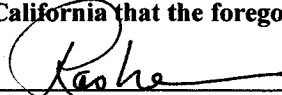
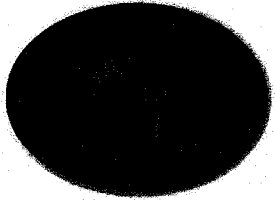

Code Enforcement Department

EXHIBIT NO. E⁴



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

**GLENN BAUDE
Director**

RESPONSIBLE PARTIES

April 4, 2012

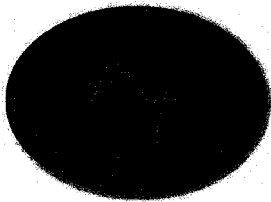
OWNER
JUAN C REYES / LAURA E REYES
37000 BUCK RD
TEMECULA, CA 92591

JUAN C REYES / LAURA E REYES
7835 BAYSINGER ST
DOWNEY, CA 90241

MERS
P O BOX 2026
FLINT, MI 48501-2026

COUNTRYWIDE HOME LOANS
4500 PARK GRANADA
CALABASAS, CA 91302-9125

E5



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

PROOF OF SERVICE

Case No. CV0801236

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Tamara Greaves, 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 4, 2012, I served the following documents(s):

**Notice of Hearing Re: Demand for Payment Statement of Abatement Costs
Notice of Special Tax Assessment**

**Request for Public Hearing on Statement of Abatement Costs
and Special Tax Assessment**

Notice List

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

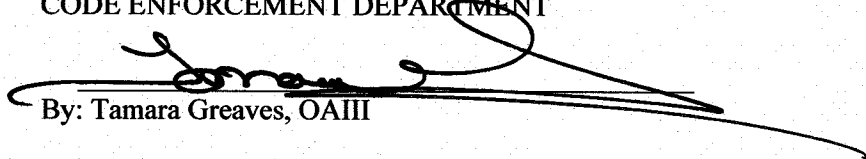
- JUAN C REYES / LAURA E REYES 37000 BUCK RD, TEMECULA, CA 92591
- JUAN C REYES / LAURA E REYES 7835 BAYSINGER ST, DOWNEY, CA 90241
- MERS P O BOX 2026, FLINT, MI 48501-2026
- COUNTRYWIDE HOME LOANS 4500 PARK GRANADA, CALABASAS, CA 91302-9125

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 April 4, 2012, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT



By: Tamara Greaves, OAI

E6

EXHIBIT “F”



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

**BOARD OF SUPERVISORS
REQUEST FOR PUBLIC HEARING
ON STATEMENT OF ABATEMENT COSTS
AND SPECIAL TAX ASSESSMENT**

JUAN C REYES / LAURA E REYES
37000 BUCK RD
TEMECULA, CA 92591

Subject Property: 37000 BUCK RD, TEMECULA
Case No(s): CV08-01236
APN No(s): 942-100-041

I, Juan C. & Laura Reyes, hereby request a public hearing before the Board of Supervisors (Please PRINT your name here)

regarding case number(s) CV0801236

I request notice of the Board of Supervisors hearing date, time, and location (which shall not be less than 10 days from the submission of this request) to be mailed to me at the following address:

Return Mailing Address: 37000 Buck Rd.
Temecula, CA 92592

Signed: Juan Carlos Reyes Date: 4.24.12
(Please SIGN your name here)

Print: JUAN carlos Reyes Laura E Reyes
(Please PRINT your name here)

You may contact me at the following daytime phone number: (562) 445-5252

IMPORTANT
Keep a copy of this form and mail the original to:
Riverside County Code Enforcement Department
P.O. BOX 1469
Riverside, CA 92502-1469

EXHIBIT NO. F

RECEIVED APR 24 2012