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



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Departmental Concurrence

County Counsel

Code Enforcement Department

SUBMITTAL DATE: September 13, 2012

SUBJECT: Statement of Abatement Costs [Case No. CV09-02380]

Subject Property: 6558 Emmerdale Street, Mira Loma; MANUEL / BROADUS

APN: 152-534-011 District Two / Two

RECOMMENDED MOTION: Move that the Board of Supervisors:

- (1)assess the reasonable costs of abatement of a public nuisance (unmaintained landscaping) in the above-referenced matter to be one thousand, one hundred forty-five dollars (US \$1,145.00);
- (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.

PATRICIA MUNROE, Deputy County Counsel (Continued) for PAMELA J. WALLS, County Counsel In Current Year Budget: **Current F.Y. Total Cost:** \$ N/A N/A **FINANCIAL** N/A **Current F.Y. Net County Cost:** \$ N/A **Budget Adjustment:** DATA **Annual Net County Cost:** For Fiscal Year: N/A \$ N/A **SOURCE OF FUNDS: Positions To Be Deleted Per A-30** Requires 4/5 Vote C.E.O. RECOMMENDATION:

Policy Policy

Consent

Consent |

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Buster and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended with a revised amount of costs to \$500.

Ayes:

Buster, Tavaglione, Stone, Benoit and Ashley

Nays:

None

County Executive Office Signature

Absent:

Prev. Agn. Ref.:

None

Date:

September 25, 2012

XC:

Co. Co./CED

District: 2/2

Agenda Number:

Clerk of the Board

Kecia Harper-Ihem

Dep't Recomm.: Per Exec. Ofc.

ATTACHMENTS FILED

Statement of Abatement Costs [Case No. CV09-02380]
Subject Property: 6558 Emmerdale Street, Mira Loma; MANUEL / BROADUS

APN: 152-534-011 District Two / Two

Page 2

BACKGROUND: Government Code § 25845, Riverside County Ordinance Nos. 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.

Notices of Violation and Administrative Citations were issued. On or about July 13, 2011, the case was closed with the violation(s) remaining. Additionally, the City of Eastvale now has jurisdiction of code enforcement services with regard to the subject property. Accordingly, the County of Riverside Code Enforcement Department seeks to recover its costs associated with the handling of this matter to date, but does not waive its right to recover costs for future enforcement actions.

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 Nos. CV09-02380] Subject Property: 6558 Emmerdale Street, Mira Loma

APN: 152-534-011; MANUEL / BROADUS

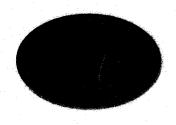
District Two / District Two

TABLE OF SUPPLEMENTAL DOCUMENTS FILED WITH THE CLERK OF THE BOARD

Hearing Date: SEPTEMBER 25, 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, May 24, 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
Notice of Hearing Re: Demand for Payment Statement of Abatement Costs Notice of Special Tax Assessment	Exhibit F
Request for Hearing	Exhibit G

EXHIBIT "A"



Juan C. Perez Interim Director

September 4, 2012

NOTICE OF HEARING RE: STATEMENT OF ABATEMENT COSTS

To: Owner(s) or Interested Parties (See Attached Proof of Service and Responsible Parties List) Subject Property: 6558 Emmerdale Street, Mira Loma Case No.: CV09-02380; MANUEL / BROADUS

APN: 152-534-011

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors on **Tuesday, September 25, 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 unmaintained landscaping located on your real property commonly described as 1 Parcel N/O 21070 Fox Road, Perris, Riverside County, California and more particularly described as Assessor's Parcel Number 322-030-005.

The total expense due, including all other fees and costs, for the abatement of the above-described dangerous or injurious condition is **one thousand**, **one hundred forty-five dollars (US \$1,145.00)**. A settlement in the amount of **five hundred dollars (US \$500.00)** has been tentatively reached between the property owner and the Department, subject to Board approval, and will be presented to the Board of Supervisors for consideration at the above-referenced hearing on September 4, 2012. If approved, the amount will be immediately due and payable upon receipt of the Board's order. In the event the total amount due is not paid, the Department may place a lien against your property and collect the amount due as a special tax assessment pursuant to the order.

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 checkin 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 C. PEREZ INTERIM DIRECTOR

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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

Date: 5/25/2012

152534011 MICHAEL J. MANUEL DARRICK L. BROADUS 6558 EMMERDALE ST. MIRA LOMA, CA 91752

Summary Statement of Abatement Costs

Date	Invoice Number & Amount	Amount	Balance
1/20/2008	Balance forward		0.00
ns/25/2012	CV0902380-	245.00	245.00
5/25/2012	INV #103983.	345.00	345.00
	CV0902380:A31899-		
7/28/2010	INV #A31899. A31899	100.00	445.00
	CV0902380:A41102-		
9/29/2010	INV #A41102. A41102	200.00	645.00
	CV0902380:A42200-		
1/13/2011	INV #A42200. A42200	500.00	1,145.0
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		Total Now Due	\$1,145.00

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.

Mat 5. Manle

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

152534011 MICHAEL J. MANUEL DARRICK L. BROADUS 6558 EMMERDALE ST. MIRA LOMA, CA 91752

Case Number

Date	Invoice #
5/25/2012	103983

Property Address

152534011 MICHAEL J. MANUEL DARRICK L. BROADU

DARRICK L. BROADUS 6558 EMMERDALE ST. MIRA LOMA, CA 91752

CV0902380	2	SOAC	
You are liable to the	e County	for the following	ng abate

District

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

Class

Date	Item	Description	Hours/Qty	Rate	Amount
7/28/2010	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.80
9/29/2010	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.80
1/13/2011	Officer Hours	Labor Charges - Officer Time	0.1	109.00	10.90
4/1/2011	Officer Hours	Labor Charges - Officer Time	0.1	109.00	10.90
5/25/2012	SOAC Preparation	Prepare Summary of Abatement Cost		65.00	65.00
		Subtotal Code Enforcement Costs			130.40
5/25/2012	Prepare Case for SOAC H	Prepare Case for Statement of Abatement Costs Hearing		125.55	125.55
	Attend SOAC Hearing	Attend Statement of Abatement Costs Hearing		69.75	69.75
		Subtotal County Counsel Costs			195.30
5/25/2012	DataQuick	Property Finder Reports & Transaction Report Subtotal Contractor Costs		19.30	19.30 19.30
		·			
			Subtot		\$345.00

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.

Subtotal	\$345.00
Payments/Credits	\$0.00
Total Now Due	\$345.00
Total Now Due	\$345.00

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 demands@rctlma.org

Administrative Citation

152534011 MICHAEL J. MANUEL DARRICK L. BROADUS 6558 EMMERDALE ST. MIRA LOMA, CA 91752

Citation Issue Date	Billing Date
7/28/2010	5/25/2012

Citation Number	District	Class
A31899	2	SOAC

Property Address

152534011

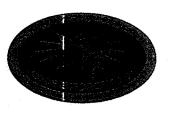
MICHAEL J. MANUEL

DARRICK L. BROADUS

6558 EMMERDALE ST.

MIRA LOMA, CA 91752

Item	Description	Hours/Qty	Rate	Amount
Administrative Citations	A31899CV0902380	1	100.00	100.00
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			Subtotal	\$100.00
			Payments/Cre	dits \$0.00
			Total	\$100.00



County of Riverside Code Enforcement Department

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

Administrative Citation

152534011 MICHAEL J. MANUEL DARRICK L. BROADUS 6558 EMMERDALE ST. MIRA LOMA, CA 91752

Citation Issue Date	Billing Date
9/29/2010	5/25/2012

Citation Number	District	Class
A41102	2	SOAC

Property Address

152534011

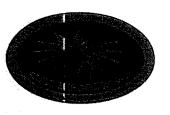
MICHAEL J. MANUEL

DARRICK L. BROADUS

6558 EMMERDALE ST.

MIRA LOMA, CA 91752

Item	Description	Hours/Qty	Rate	Amount
Administrative Citations	A41102CV0902380	1	200.00	200.00
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			Subtotal	\$200.00
			Payments/Cre	dits \$0.00
		- - -	Total	\$200.00



6558 EMMERDALE ST. MIRA LOMA, CA 91752

A42200

County of Riverside Code Enforcement Department

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

Administrative Citation 152534011 MICHAEL J. MANUEL DARRICK L. BROADUS

Citation Issue Date **Billing Date** 1/13/2011 5/25/2012

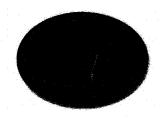
Citation Number	District	Class

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SOAC

Property Address 152534011 MICHAEL J. MANUEL DARRICK L. BROADUS 6558 EMMERDALE ST. MIRA LOMA, CA 91752

ltem	Description	Hours/Qty	Rate	Amount
Administrative Citations	A42200CV0902380	1	500.00	500.00
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			Subtotal	\$500.00
			Payments/Cred	dits \$0.00
			Total	\$500.00



Juan C. Perez Interim Director

RESPONSIBLE PARTIES

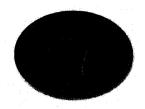
Case No. CV09-02380

September 4, 2012

MICHAEL J MANUEL / DARRICK L BROADUS 6558 EMMERDALE ST MIRA LOMA CA 91752

MERS PO Box 2026 Flint MI 48501-2026

PLAZA HOME MORTAGE INC 5090 SHOREHAM PLACE #206 SAN DIEGO CA 92122



Juan C. Perez Interim Director

PROOF OF SERVICE

Case No. CV09-02380

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

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

That on September 4, 2012, I served the following documents(s):

NOTICE OF HEARING RE STATEMENT OF ABATEMENT COSTS

RESPONSIBLE PARTIES LIST

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

MICHAEL J MANUEL / DARRICK L BROADUS 6558 EMMERDALE ST, MIRA LOMA, CA 91752 MERS PO Box 2026, Flint, MI 48501-2026 PLAZA HOME MORTAGE INC 5090 SHOREHAM PLACE #206, SAN DIEGO, CA 92122

- 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.

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

CODE ENFORCEMENT/DEPARTMENT

By: Brenda Peeler, Code Enforcement Aide



AFFIDAVIT OF POSTING OF NOTICES

September 6, 2012

RE CASE NO: CV0902380

I, Diana Parra, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 4080 Lemon Street, 2nd Floor, Riverside, California 92502-1592.

That on <u>09/05/12</u> at <u>11:54 a.m.</u>, I securely and conspicuously posted Notice Of Hearing Re: Statement Of Abatement Costs at the property described as:

Property Address: 6558 EMMERDALE ST, MIRA LOMA

Assessor's Parcel Number: 152-534-011

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

Executed on September 6, 2012 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Diana Parra, Code Enforcement Officer

EXHIBIT "B"

Back to Main Page

			General Inform	nation			
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8/30/2010	Responsible party entered	N Soriano					
8/31/2010	Notice sent	T FEES	Inserted during Extract Commit				
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10/7/2010	User Inquiry	A Ayala	rec'd correspondence from RP - emailed to The County for their direction.				
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1/10/2011	FTB Update Requested	M Niranjanan	Sent 01/10/11 Delivery Confirmation #794304017296				
2/4/2011	SSN Hit	H Akolawala	SSN HIT				
2/11/2011	FTB Update Requested	M Niranjanan	Sending to FTB (tracking #794416445021) for update due to TransCode 156 for cite #12572153				
1/2/2012	FTB Update Requested	M Niranjanan	Sent 01/04/12 Delivery Confirmation #01032012				

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11/3/2010	Citation Data Entered	S Choi	•		
11/3/2010	Responsible party entered	E Johnson	•		
11/4/2010	Notice sent	T FEES	Inserted during Extract Commit		
11/30/2010	Notice sent	T FEES	Inserted during Extract Commit		
1/6/2011	FTB Notice sent	T FEES	Inserted during Extract Commit for FTB Notice		
2/11/2011	Send FTB Update	M Niranjanan	Sending to FTB (tracking #794416445021) for update due to TransCode 156 for cite #12663252		
1/2/2012	FTB Update Requested	M Niranjanan	Sent 01/04/12 Delivery Confirmation #01032012		

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				General Inforr	nation				
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				Appeal Hist	ory				
Date		Туре		Descr	iption		- CP601 VI - 14 ATT-10 TO 10 A SECURE A SEC	A	\ppellant
Hearing 02/11/11 Request .							MICHAEL MANUEL 6558 EMMERDALE		

			MIRA LOMA, CA 91752
02/11/11	Hearing Request Denied	Hearing Denied	
02/11/11	Hearing Denied Letter Sent	Mail Date: 2/11/2011 ~	•

Responsible Party History						
Data						
Date	Name & Address					
02/09/11	MANUEL, MICHAEL J, 6558 EMMERDALE ST, EASTVALE, CA, 91752					

TO THE OWNER OF THE OWNER OWN	in faith of the designation of the faith of the designation of the des	Citati	ion History
Date	Transaction	Rep Name	Description
2/9/2011	New Citation Added	N Soriano	•
2/9/2011	Citation Data Entered	S Choi	•
2/9/2011	Responsible party entered	N Soriano	
2/11/2011	User Inquiry	T Markel	Per USPS track and confirm Detailed Results: Delivered, February 02, 2011, 9:18 am, NEWPORT BEACH, CA 92658 Out for Delivery, February 02, 2011, 9:12 am, NEWPORT BEACH, CA 92658 Sorting Complete, February 02, 2011, 9:02 am, NEWPORT BEACH, CA 92658 Arrival at Post Office, February 02, 2011, 7:01 am, NEWPORT BEACH, CA 92658 Processed through Sort Facility, February 02, 2011, 4:02 am, ANAHEIM, CA 92899 Processed through Sort Facility, February 01, 2011, 8:02 pm, CITY OF INDUSTRY, CA 91715 Acceptance, February 01, 2011, 2:58 pm, ONTARIO, CA 91761
2/11/2011	Hearing Request Received	T Markel	Hearing - Requestor: MICHAEL MANUEL
2/11/2011	Placed On Hold	T Markel	Hearing - Request Accepted.
2/11/2011	Hearing Request Denied	T Markel	Hearing Denied
2/11/2011	Hearing Denied Letter Sent	T Markel	Mail Date: 2/11/2011 ~
2/14/2011	Notice sent	T FEES	Inserted during Extract Commit
3/17/2011	Notice sent	TFEES	Inserted during Extract Commit
4/21/2011	FTB Notice sent	TFEES	Inserted during Extract Commit for FTB Notice
2/28/2012	SSN Requested	T FEES	Inserted during Extract Commit for SSN REQUEST

2/29/2012	SSN Hit	H Akolawala	SSN HIT
3/2/2012	Send FTB Update	M Niranjanan	Sending to FTB (tracking #20120302) for update due to TransCode 156 for cite #12922829
3/2/2012	FTB Update Requested	M Niranjanan	Sending to FTB (tracking #20120302) for update due to TransCode 156 for cite #12922829

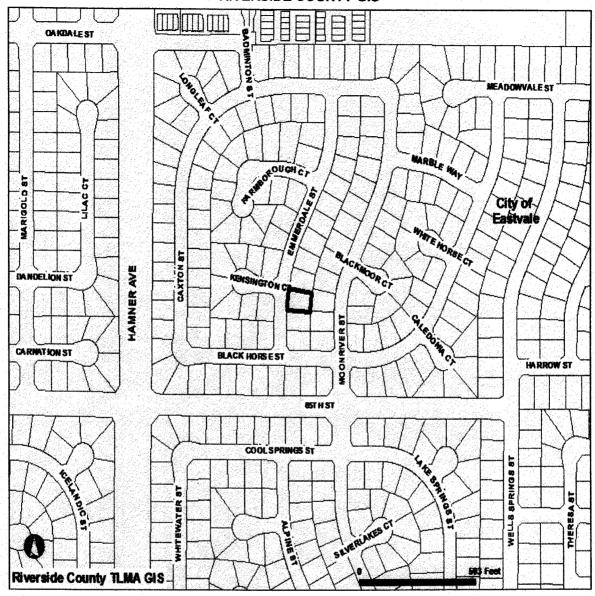
Home | FAQ

EXHIBIT "C"

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

Assessment #152534011	L-O	Parcel # 152534011-0			
Assessee:	MANUEL MICHAEL J	Land	110,828		
Assessee:	BROADUS DARRICK L	Structure	259,942		
Mail Address:	6558 EMMERDALE ST MIRA LOMA CA 91752	Full Value	370,770		
Real Property Use Code:	R1	Homeowners' Exemption	7,000		
Base Year	2011	Total Net	363,770		
Conveyance Number:	0172252				
Conveyance (mm/yy):	4/2010	View Parcel Map			
PUI:	R010010				
TRA:	27-009				
Taxability Code:	0-00				
ID Data:	Lot 88 MB 383/006 TR 31496-1				
Situs Address:	6558 EMMERDALE ST MIRA LOMA CA 91752				

RIVERSIDE COUNTY GIS



Selected parcel(s): 152-534-011

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

<u>APNs</u>

152-534-011-0

OWNER NAME / ADDRESS

MICHAEL J MANUEL DARRICK L BROADUS 6558 EMMERDALE ST MIRA LOMA, CA. 91752

MAILING ADDRESS

(SEE OWNER) (SEE SITUS)

LEGAL DESCRIPTION

RECORDED BOOK/PAGE: MB 383/6 SUBDIVISION NAME: TR 31496-1 LOT/PARCEL: 88, BLOCK: NOT AVAILABLE TRACT NUMBER: 31496

LOT SIZE

RECORDED LOT SIZE IS 0.17 ACRES

PROPERTY CHARACTERISTICS
WOOD FRAME, 3348 SQFT., 4 BDRM/ 3.5 BATH, 2 STORY, ATTACHED GARAGE(729 SQ. FT), CONSTD 2006SHAKE, ROOF, CENTRAL HEATING, CENTRAL COOLING

THOMAS BROS. MAPS PAGE/GRID

PAGE: 683 GRID: E6

CITY BOUNDARY/SPHERE

CITY OF EASTVALE **NOT WITHIN A CITY SPHERE** ANNEXATION DATE: NOT APPLICABLE LAFCO CASE #: NOT APPLICABLE PROPOSALS: NOT APPLICABLE

MARCH JOINT POWERS AUTHORITY

NOT IN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY

INDIAN TRIBAL LAND

NOT IN A TRIBAL LAND

SUPERVISORIAL DISTRICT 2011 (ORD. 813)

JOHN TAVAGLIONE, DISTRICT 2

SUPERVISORIAL DISTRICT (2001 BOUNDARIES)

JOHN TAVAGLIONE, DISTRICT 2

TOWNSHIP/RANGE

T2SR6W SEC 30

ELEVATION RANGE

648/648 FEET

PREVIOUS APN

152-010-020

PLANNING

LAND USE DESIGNATIONS

Consult with the city for land use information.

SANTA ROSA ESCARPMENT BOUNDARY
NOT IN THE SANTA ROSA ESCARPMENT BOUNDARY

AREA PLAN (RCIP) EASTVALE

GENERAL PLAN POLICY OVERLAYS

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

GENERAL PLAN POLICY AREAS

NONE

ZONING CLASSIFICATIONS (ORD. 348)

See the city for more information

ZONING DISTRICTS AND ZONING AREAS

PRADO-MIRA LOMA DISTRICT

ZONING OVERLAYS

IN OR PARTIALLY WITHIN THE EASTVALE NEIGHBORHOOD PRESERVATION OVERLAY

HISTORIC PRESERVATION DISTRICTS

NOT IN AN HISTORIC PRESERVATION DISTRICT

SPECIFIC PLANS

NOT WITHIN A SPECIFIC PLAN

NOT IN AN AGRICULTURAL PRESERVE

REDEVELOPMENT AREAS
NOT IN A REDEVELOPMENT AREA

AIRPORT INFLUENCE AREAS NOT IN AN AIRPORT INFLUENCE AREA

AIRPORT COMPATIBLITY ZONES
NOT IN AN AIRPORT COMPATIBILTY 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

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

VEGETATION (2005) AGRICULTURAL LAND

FIRE

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

FIRE RESPONSIBLITY AREA
NOT IN A FIRE RESPONSIBILITY AREA

DEVELOPMENT FEES

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

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

ROAD & BRIDGE DISTRICT MIRA LOMA E

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

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

DIF (DEVELOPMENT IMPACT FEE AREA ORD, 659)

SKR FEE AREA (STEPHEN'S KANGAROO RAT ORD. 663.10) NOT WITHIN AN SKR FEE AREA

<u>DEVELOPMENT AGREEMENTS</u>NOT IN A DEVELOPMENT AGREEMENT AREA

TRANSPORTATION

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

ROAD BOOK PAGE

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

WMWD

FLOOD CONTROL DISTRICT

RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

WATERSHED

SANTA ANA RIVER

GEOLOGIC

FAULT ZONE

NOT IN A FAULT ZONE

FAULTS

NOT WITHIN A 1/2 MILE OF A FAULT

LIQUEFACTION POTENTIAL

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

CORONA-NORCO UNIFIED

COMMUNITIES

EASTVALE

COUNTY SERVICE AREA

NOT IN A COUNTY SERVICE AREA.

LIGHTING (ORD, 655)

NOT APPLICABLE, 58.04 MILES FROM MT. PALOMAR OBSERVATORY

2000 CENSUS TRACT

040602

FARMLAND

URBAN-BUILT UP LAND

TAX RATE AREAS

INFORMATION NOT AVAILABLE

SPECIAL NOTES

NO SPECIAL NOTES

CODE COMPLAINTS

			<u> </u>
-	Case #	Description	Start Date
		A Solidaria	

NO CODE COMPLAINTS NOT APPLICABLE NOT APPLICABLE

REPORT PRINTED ON...Thu May 24 14:47:50 2012 Version 120405

C.O.R.E. - County of Riverside Enforcement

Request Log

View FAQs New Request New Code Enforcement Case Print Letters Reports Welcome Mark
[Sign Out, My Account, Help]

	View: All Requests & Code Enforcement	ent 🍇	Quick fi	Advanced Fin	Go d	Show:	Open Only Open & Closed
	W-0902380 Neighborhood	pic Enforceme DALE ST , I	<u>Status</u> nt Closed - F MIRA LOMA	<u>Date</u> <u>Entered</u> Field 04/01/2009 , APN 152-534-0	Expected Close 05/01/2011 11 (\$2003.6	Assigned To Lance, Jonathar	Request By
1	CV-0800054 Neighborhood	Enforceme	nt Closed	11/21/2008 , APN 152-534-01		Wapner.Nicole	(untonded)

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EXHIBIT "D"

MANUEL, MICHAEL J

Address

6558 EMMERDALE ST MIRA LOMA, CA 91752

Parcel/Tax ID 152-534-011

	THE STATE OF THE COMPA	, CA 91/32	152-534-011
: Ownership Information			
Primary Owner	MANUEL MACHINE		
Secondary Owner	MANUEL, MICHAEL J	Site Address	6558 EMMERDALE ST
Ownership Description	BROADUS, DARRICK L	Site City, St Zip	MIRA LOMA, CA 91752
Telephone Number	Joint Tenant	Mail Address	6558 EMMERDALE ST
Lot		Mail City, St Zip	MIRA LOMA, CA 91752
Housing Tract / Subdivision Name	88 31496-1 /	Census Tract	0406.02
Legal Description			
S believe bit the experience of the second s	.17 ACRES M/L IN LOT 8	8 MB 383/006 TR 31496-1	Malament, all water to properly regions to the process to the season of the season of
Property Details	200		
Use Code	Single family residence		
State	CA	County/Municipality	RIVERSIDE
RTSQ		Total Rooms	
Zoning		Bedrooms	4
Number Of Units		Bathrooms	4
Year Built	2006	Basement Square Feet	
# Of Stories	2	Parking	in Attached Garage
Lot Size	7,405	Parking Square Feet	729
Jsable Lot Size		View	. 25
Lot Depth		Pool	
Lot Width		Fireplace	Yes
Square Feet	3,348	HT/AC	Both
Square Ft 1st Fir		Cooling Detail	Central
Square Ft 2nd Fir		Heating Detail	Central
Square Ft 3rd Fir		Roof Type	Shake
Additions - Square Feet		Construction Quality	Sildre
Building Shape		Construction Type	
New Page Grid		Exterior	
Old Page Grid		Foundation	
ax information		· validation	
Assessor's Parcel Number/Tax ID	152-534-011	Assessor's Market Value	
Assessed Total	\$370,770	Tax Amount	\$7,603
and Total	\$110,828	Status/Yr Delinquent	Current
Improvement	\$259,942	Tax Rate Area	27009
Percent Improvement	70.10%	HomeOwners Exemption	Y
ale biformation	70.1076	nomeowners exemption	
ast Sale Date	A4F 20:0		10.70.00
	Apr 15, 2010	1st Loan Amount / Type	\$347,985 / FHA
Document Number Sale Value	0000172252	2nd Loan Amount	
	\$368,000 (Full)	Last Transaction W/O \$	
Cost / Square feet	\$110	Last Transaction W/O \$ Doc	
Title Company	LSI TITLE AGENCY		
Lender	PLAZA HOME MORTGAGE	INC	

Transaction 3 - Transfer

Signature Date

Multiple/Portion

Transaction Type

Deed In Lieu

Deed Type

Transaction Information

Buyer / Borrower

MANUEL, MICHAEL J

Recorded Date Title Company

Apr 15, 2010

LSI TITLE AGENCY

Ownership Transfer Information

Seller Transfer Value ING BK FSB \$368,000 (Full)

Document #

Loan Information

Loan Amount Document # 172253

Lender Name

0000172252

\$347,985

PLAZA HOME MORTGAGE INC

Loan Type

Interest Rate Type Seller Carry Back

Signature Date

Multiple/Portion

Grant Deed Or Deed Of Trust

Jan 08, 2010

Resale

Federal Housing Administration Adjustable Rate

iction 2 - Transfer

Transaction Information

Buyer / Borrower Recorded Date

ING BK FSB Nov 10, 2009

Title Company

Ownership Transfer Information

Seller **Transfer Value**

\$352,492

Document # Loan Information

Loan Amount

Document #

Lender Name

0000581044

0000581044

CAL-WESTERN RECONVEYANCE

Transaction Type Deed In Lieu

Deed Type

Loan Type

Interest Rate Type Seller Carry Back

Conventional

Trustees Deed Upon Sale

Resale

Oct 28, 2009

N

Transaction 1 - Transfer

Transaction Information

Buyer / Borrower Recorded Date

JONES, BLANCHE Feb 02, 2007

Title Company

FIDELITY NATIONAL TITLE

Ownership Transfer Information DPDG FUND X LLC

Seller **Transfer Value**

Document #

\$605,000

0000081337

Loan Amount \$483,900 Document #

81338

Lender Name Loan Information

Loan Information

ING BANK FSB

Loan Amount Document #

81339

\$120,950

J P MORGAN CHASE BANK

Transaction Type **Deed In Lieu**

Signature Date

Multiple/Portion

Deed Type

Loan Type

Loan Type

Seller Carry Back

Subdivision

Grant Deed Or Deed Of Trust

Dec 21, 2006

Conventional Adjustable Rate **Interest Rate Type**

Seller Carry Back

Conventional **Interest Rate Type**

Fixed N

Legend

Lender Name

Unusually large change in price

31 Multiple sales within a 30 day period

LSI Title Agency

1146 Recording Requested By: PLAZA HOME MORTGAGE, INC.

Return To: PLAZA HOME MORTGAGE, INC.

5090 SHOREHAM PLACE #206 SAN DIEGO, CA 92122

Prepared By: PLAZA HOME MORTGAGE, INC.

SAN DIEGO CANS2122

DOC # 2010-0172253 04/15/2010 06:00A Fee:51.00 Page 1 of 12 Recorded in Official Records

County of Riverside Larry U. Hard

County Clark & Recorder

Ş	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			D-			-			
M	Α	L	465	426	PCOR	NCOR	SMF	NCHG	V.Exx
					T:		CTY	UN	W

ESCROW NO.: 2483429

LOAN NO.: 2118912218

090812061

[Space Above This Line For Recording Data]

State of California

MIN: 100180800091377721 MERS Phone: 1-438-679-6377

APN: 152-534-011

DEED OF TRUST

FHA Case No. 0485828367703

APRIL 06, 2010



THIS DEED OF TRUST ("Security Instrument") is made on

The Trustor is

MICHAEL J. MANUEL, A SINGLE MAN AND DARRICK L. BROADUS II, A SINGLE MAN. BOTH AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

whose address is

6558 EMMERDALE STREET, MIRA LOMA, CA 91752-

("Borrower"). The trustee is

LSI TITLE AGENCY, INC.

("Trustee"). The beneficiary is Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nomince for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Plint, MI 48501-2026, tel. (888) 679-MERS.

PLAZA HOME MORTGAGE, INC.

("Lender") is organized and existing under the laws of

CALIFORNIA

, and

has an address of 5090 SHOREHAM PLACE #206, SAN DIEGO, CA 92122

Borrower owes Lender the principal sum of

(U.S. S 347.985.06

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on

FHA California Deed of Trust with MERS - 4/96 LENDER SUPPORT SYSTEMS, MC. MERSCAXOF (1207)

Amended 11/07

VMP-4N(CA) (0711)

Page 1 of 9

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in RIVERSIDE

County, California:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

PARCEL NO.: 152-534-011-0 which has the address of

6558 EMMERDALE STREET

EStreet I

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

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

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

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

- 1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
- 2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow ltems" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended

VMP-4N(CA) (0711)

Page 2 of 8

from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the

shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the

Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note:

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property.

Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these

payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condomnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate,

and at the option of Lender, shall be immediately due and payable.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument

prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance

with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at

its option, require immediate payment in full of all sums secured by this Security Instrument.

A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customany attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver.

Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in

modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right

made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located, 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic posticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due

and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would

prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender 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 paragraph 18, 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 mall capies 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.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. 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 and without charge to the person

or persons legally entitled to it. Such person or persons shall pay any recordation costs.

20. 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.

21. Request for Notices. Borrower	requests that copi	es of the notices of a	lefault and sale be sent t	o Borrower's			
address which is the Property Address. 22. Beneficiary Statement. Lender	may collect a fee.	not to exceed the m	aximum amount nermit	ted by law for			
furnishing Beneficiary statement as provid	led by Section 29	43 of the Civil Code	of California.	-			
23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together							
with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security							
Instrument. [Check applicable box(es)].			cor(s) were a part or or.	s security			
XX Adjustable Rate Rider	Condominium		Growing Equity I				
Graduated Payment Rider Other(s) [specify]	Plannico Cinii L	Development Rider	Rehabilitation Lo	an Kider			
				*			
The undersigned Borrower requests	that a conv of any	Notice of Default o	nd any Notice of Sale or	wher this			
Security Instrument be mailed to the Born	ower at the addres	s set forth above. A	copy of any Notice of D	efault and any			
Notice of Sale will be sent only to the add new request must be recorded.	ress contained in t	this recorded reques	i. If the Borrower's addr	ess changes, a			
BY SIGNING BELOW, Borrower a	ceante and garage	to the terms contain	ad in this Carmitu Incta				
rider(s) executed by Borrower and recorde		to nic icinis coman	co at this occurry near	ancie and in any			
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MICHAEL'J. MANUEL	-Borrower	DARRICK L. BRO	ADUS, II	-Bostower			
	(Seal)			(Scal)			
	-Borrower			-Barrower			
	(Seal)			(Seal)			
	-Вопочег			-Borrower			
	(Scal)			(Scal)			
	-Borrower			Borrower			

State of CALIFOLIA County of LOS ANCOLES		
On ADUL 07, 2010 before me,	NOTEGY PUBLIC . personally appears	:d

MICHAEL J. MANUEL, DARRICK L. BROADUS, #

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)-is/arc subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(les), 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.

Signimation Dollarge intamputles (Seat)

DARLENE FOREMAN COMM. #1790951 BOTANY PUBLIC - CALIFORNIA COMM. Expires February 8, 2572

REO PRELIMINARY REPORT - CALIFORNIA LEGAL DESCRIPTION

EXHIBIT "ONE"

PARCEL 1:

LOT 88 OF TRACT NO. 31496-1, AS SHOWN ON MAP RECORDED JUNE 14, 2005, IN BOOK 383, PAGES 5 THROUGH 12, INCLUSIVE, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM, ANY AND ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS RIGHTS AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, GEOTHERMAL STEAM AND OTHER MATERIAL RESOURCES AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE PROPERTY HEREINABOVE DESCRIBED (THE "PROPERTY"), TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR AND STORING IN AND REMOVING THE SAME FROM THE PROPERTY OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE CONVEYED HEREBY, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE PROPERTY, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE AND OPERATE ON, IN OR THROUGH THE SURFACE OR THE UPPER FIVE HUNDRED (500) FEET OF THE SUBSURFACE OF THE PROPERTY.

ALSO EXCEPTING THEREFROM, ANY AND ALL WATER, WATER RIGHTS OR INTEREST THEREIN APPURTENANT OR RELATING TO THE PROPERTY OR OWNED OR USED BY GRANTOR IN CONNECTION WITH OR WITH RESPECT TO THE PROPERTY (NO MATTER HOW ACQUIRED BY GRANTOR), WHETHER SUCH WATER, WATER RIGHTS OR INTERESTS THEREIN SHALL BE RIPARIAN, OVERLYING, APPROPRIATE, LITTORAL, PERCOLATING, PRESCRIPTIVE, ADJUDICATED, STATUTORY OR CONTRACTUAL, TOGETHER WITH THE RIGHT AND POWER TO EXPLORE, DRILL, REMOVE AND STORE THE SAME FROM OR IN THE PROPERTY OR TO DIVERT OR OTHERWISE UTILIZE SUCH WATER, WATER RIGHTS OR INTERESTS THEREIN ON ANY OTHER PROPERTY OWNED OR LEASED BY GRANTOR; BUT WITHOUT, HOWEVER ANY RIGHT TO ENTER UPON THE SURFACE OF THE PROPERTY IN THE EXERCISE OF SUCH RIGHTS.

PARCEL 2:

NONEXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT, DRAINAGE, ENCROACHMENT; SUPPORT, MAINTENANCE, REPAIRS, AND FOR OTHER PURPOSES, ALL AS DESCRIBED IN THE DECLARATION.

ADJUSTABLE RATE RIDER

LOAN NO.: 2110012218

FHA Case No. 0485828367703

MIN: 100109800001377721 MERS Phone: 1-868-679-6377

THIS ADJUSTABLE RATE RIDER is made this 6th day of APRIL, 2010, and is incorporated into and shall be deemed to amend and supplement the Mortgage. Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to PLAZA HOME MORTGAGE, INC.

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

6558 EMMERDALE STREET, MIRA LOMA, CA 91752-

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE 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: INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of JULY, 2015 , and on that day of each succeeding year. "Change Date" means each date on which the interest rate could change.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index Figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary. As used in this Rider, "Secretary means the Secretary of Housing and Urban Development or his or her designee." Lender will give Borrower notice of the new Index.

FHA Multistate ARM Rider VMP-591U (0809).00 Pa 4/05

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of TWO AND ONE QUARTER percentage point(s)

(2.250 %) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in paragraph (D) of this Rider, this rounded amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

The existing interest rate will never increase or decrease by more than ONE percentage point(s) (1.000 %) on any single Change Date. The interest rate will never be more than FIVE percentage points (5.000 %) higher or lower than the initial interest rate stated in Paragraph 2 of the Note.

(E) Calculation of Payment Change

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the Maturity Date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owned on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

(F) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time.

(G) Effective Date of Changes

A new interest rate calculated in accordance with paragraphs (C) and (D) of this Rider will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by paragraph (F) of this Rider. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with paragraph (E) of this Rider for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with paragraph (E) of this Rider decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower has the

option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obligation to return any excess payment with interest on demand is not assignable even if the Note is otherwise assigned before the demand for return is made.

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

Michael J. MANUEL	(Seal) -Borrower	DATTICK L BROADUS, R BOTTOWER
	(Seal)	(Seal)
	-Barrower	-Barrower
	(Seal)	(Seal)
	-Borrawer	-Borcowei
	(Seaf)	(Seal)
	-Banawer	-Borrowei
FHA Multistate ARM R VMP-591U (0809).00		3 of 3 4/05

DOC # 2010-0172252 04/15/2010 08:000 Fee:21.00 Page 1 of 3 Dec 7 Tax Paid 10Hm LSI Title Agency Recorded in Official Records County of Riverside RECORDING REQUESTED BY: Larry W. Hard Integrity Escrow County Clerk & Recorder Order No. 090812061 Escrow No. 2483429 Parcel No. 152-534-811-6. AND WHEN RECORDED MAIL TO: R u SIZE ĐA MISC LONG RED MICHAEL J MANUEL 6558 Emmerdale Street M A £ 426 6FCO Mira Loma, CA 91752 465 MCDE SMF NCHG CTY UNI TRA: 059-110. **GRANT DEED** MOU. 30 THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS S and CITY \$ computed on full value of property conveyed, or 061 computed on full value less liens or encumbrances remaining at the time of sale, unincorporated area: Mira Loma, and FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ... ING BANK, FSB MICHAEL J. MANUEL, A SINGLE MAN AND hereby GRANT(S) to DARRICK L. BROADUS II, A SINGLE MAN, BOTH AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP the following described real property in the County of Riverside, State of California: SEE EXHIBIT "ONE" ATTACHED HERETO AND MADE A PART HEREOF. Date January 8, 2010 ING BANK, FSB Keystone Asset Management, Inc. Thomas W. Driver as attorney in fact for Vice President ING Benk, FSB STATE OF Pennsylvania IS.S. COUNTY OF Montgomery , before me, Rachel L. Allmond On 01-14-10 a notary public, personally appeared Thomas w. Driver 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 h Signature 1 (Seal) NOTHINAL SEA BACHEL L ALLMOND **Hotory Publ** ANSDALE SORO, MONTGOMENY CHTY no Apr 10, 20134ail an Statement to: SAME AS ABOVE or Address Noted Below



LARRY W. WARD COUNTY OF REVERSIDE ASSESSOR-COUNTY CLERK-RECORDER

Recorder P.O. Box 751 Riverside, CA 92502-0751 (951) 485-7000

www.riversidenes.com

CERTIFICATION

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

(Print or type the page number(s) and wording below): .ATTACHED FOR CLARITY: RACHEL L ALLMOND Commonwealth Of Rennsylvania Notary Public / Koystone Asset Management Corporate Seal 1995 Pennsylvania Date: Signature:

ACR 601P-AS4RB0 (Rev. 09/2005)

Available in Alternate Formats

REO PRELIMINARY REPORT - CALIFORNIA LEGAL DESCRIPTION

EXHIBIT "ONE"

PARCEL 1:

LOT 88 OF TRACT NO. 31496-1, AS SHOWN ON MAP RECORDED JUNE 14, 2005, IN BOOK 383, PAGES 5 THROUGH 12, INCLUSIVE, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM, ANY AND ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS RIGHTS AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, GEOTHERMAL STEAM AND OTHER MATERIAL RESOURCES AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE PROPERTY HEREINABOVE DESCRIBED (THE "PROPERTY"), TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR AND STORING IN AND REMOVING THE SAME FROM THE PROPERTY OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE CONVEYED HEREBY, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE PROPERTY, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE AND OPERATE ON, IN OR THROUGH THE SURFACE OR THE UPPER FIVE HUNDRED (500) FEET OF THE SUBSURFACE OF THE PROPERTY.

ALSO EXCEPTING THEREFROM, ANY AND ALL WATER, WATER RIGHTS OR INTEREST THEREIN APPURTENANT OR RELATING TO THE PROPERTY OR OWNED OR USED BY GRANTOR IN CONNECTION WITH OR WITH RESPECT TO THE PROPERTY (NO MATTER HOW ACQUIRED BY GRANTOR), WHETHER SUCH WATER, WATER RIGHTS OR INTERESTS THEREIN SHALL BE RIPARIAN, OVERLYING, APPROPRIATE, LITTORAL, PERCOLATING, PRESCRIPTIVE, ADJUDICATED, STATUTORY OR CONTRACTUAL, TOGETHER WITH THE RIGHT AND POWER TO EXPLORE, DRILL, REDRILL, REMOVE AND STORE THE SAME FROM OR IN THE PROPERTY OR TO DIVERT OR OTHERWISE UTILIZE SUCH WATER, WATER RIGHTS OR INTERESTS THEREIN ON ANY OTHER PROPERTY OWNED OR LEASED BY GRANTOR; BUT WITHOUT, HOWEVER ANY RIGHT TO ENTER UPON THE SURFACE OF THE PROPERTY IN THE EXERCISE OF SUCH RIGHTS.

PARCEL 2:

NONEXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, USE, ENJOYMENT, DRAINAGE, ENCROACHMENT; SUPPORT, MAINTENANCE, REPAIRS, AND FOR OTHER PURPOSES, ALL AS DESCRIBED IN THE DECLARATION.

PRECOMEDIG REQUESTED BY PRIST AMERICAN TITLE INSURANCE COMPANY

RECORDING REQUESTED BY And When Recorded Mail To:

DOC # 2009-0525334 18/09/2009 08:000 Fee:15.00 Page 1 of 2 Recorded in Official Records County of Riverside Larry U. Hard Assesser, County Clerk & Recorder

Resesser, County Clerk & Recorder

CAL-WESTERN RECONVEYANCE CORPORATION
525 EAST MAIN STREET
P.O. BOX 22004
EL CAJON CA 92022-9004

1198945-08 *nosxr*

9

Trustee Sale No. 1198945-08

MERC LONG DA PAGE SIZE U R 777 PCOR NCOR MCHG SMF 465 426 Á CTY LIM

4016392-15

NOTICE OF TRUSTEE'S SALE

LOAN NO: XXXXX8218 REF: JONES, BLANCHE

APN: 152-534-011-0 TRA:059110 UNINS

T 025

IMPORTANT NOTICE TO PROPERTY OWNER:

YOU ARE IN DEFAULT UNDER A DEED OF TRUST, DATED January 26, 2007. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER

On October 28, 2009, at 9:00am, CAL-WESTERN RECONVEYANCE CORPORATION, as duly appointed trustee under and pursuant to Deed of Trust recorded February 02, 2007, as Inst. No. 2007-0081338 **, in book XX, page XX, of Official Records in the office of the County Recorder of RIVERSIDE County, State of CALIFORNIA executed by:

BLANCHE JONES, AN UNMARRIED WOMAN

WILL SELL AT PUBLIC AUCTION TO HIGHEST BIDDER FOR CASH, CASHIER'S CHECK DRAWN ON A STATE OR NATIONAL BANK, A CHECK DRAWN BY A STATE OR FEDERAL CREDIT UNION, OR A CHECK DRAWN BY A STATE OR FEDERAL SAVINGS AND LOAN ASSOCIATION, SAVINGS ASSOCIATION, OR SAVINGS BANK SPECIFIED IN SECTION 5102 OF THE FINANCIAL CODE AND AUTHORIZED TO DO BUSINESS IN THIS STATE:

AT THE SIXTH ST ENTRANCE TO THE CORONA CIVIC CENTER BUILDING 815 W. SIXTH STREET CORONA CALIFORNIA

all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County and State described as:

COMPLETELY DESCRIBED IN SAID DEED OF TRUST

*modification DOT re-recorded on 05-03-07 as instrument * 2007 - 0298216

NOS.DOC

Rev 07/06/09

Page 1 of 2

NOTICE OF TRUSTEE'S SALE

Trustee Sales No. 1198945-08

The street address and other common designation, if any, of the real property described above is purported to be:
6558 EMMERDALE STREET
MIRA LOMA CA 91752

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein.

Said sale will be held, but without covenant or warranty, express or implied, regarding title, possession, condition, or encumbrances, including fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to pay the remaining principal sums of the note(s) secured by said Deed of Trust. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is: \$530.073.94.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

The beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located.

Regarding the property that is the subject of this notice of sale, the "mortgage loan servicer" as defined in Civil Code § 2923.53(k)(3) declares that it has not obtained from the Commissioner a final or temporary order of exemption pursuant to Civil Code section 2923.53 that is current and valid on the date this notice of sale is recorded. The time frame for giving a notice of sale specified in Civil Code Section 2923.52 subdivision (a) does apply to this notice of sale.

FOR SALES INFORMATION: Mon – Fri 9:00am to 4:00pm (619)590-1221 CAL-WESTERN RECONVEYANCE CORPORATION 525 EAST MAIN STREET P.O. BOX 22004

By: First American, As Agent

Dated: October 05, 2009

EL CAJON CA 92022-9004

CAL-WESTERN RECONVEYANCE CORPORATION

By: Authorized Signature

JASON FRY ASST SEC

Recording Requested By
When Recorded Mail To

Cal-Western Reconveyance Corp. P.O. Box 22004 525 East Main Street El Cajon CA 92022-9004

/*1198945-08* *NODER* Trustee Sale No. 1198945-08

Loan No. XXXX9936 Ref: JONES, BLANCHE

DOC # 2009-0166376 84/86/2009 68:868 Fee: 15.88 Page 1 of 2 Recorded in Official Records County of Riverside Larry U. Ward Reseaser, County Clerk & Recorder

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NOTICE OF DEFAULT

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstantement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice). This amount is \$21,334.45 as of April 03, 2009, and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgage may insist that you do so in order to reinstate your account in good standing. In addition, the heneficiary or

appears on this notice). This amount is \$21,334.45 as of April 03, 2009, and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior lieus, property taxes, and hazard insurance premiums.

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

and (2).

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

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

ING BANK, FSB

C/O CAL-WESTERN RECONVEYANCE CORPORATION 525 EAST MAIN STREET P.O. BOX 22604 EL CAJON 9004 CA 92022-9004 (619)590-9200

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan.

Page 1 of 2

A 72 %

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN:

CAL-WESTERN RECONVEYANCE CORPORATION is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a deed of trust dated January 26, 2007 executed by

BLANCHE JONES, AN UNMARRIED WOMAN as trustor, to secure certain obligations in favor of

ING BANK, FSB as beneficiary

recorded as document 2007-0081338 on February 02, 2007 in book XX page XX official records in the office of County Recorder of RIVERSIDE County, California, describing land therein as:

COMPLETELY DESCRIBED IN SAID DEED OF TRUST

said obligations including a promissory note for the principal sum of \$483,900.00 that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

Failure to pay the monthly payment due September 1, 2008 of interest only and subsequent installments due thereafter; plus inte charges; together with all subsequent sums advanced by beneficiary pursuant to the terms and conditions of said deed of trust.

That by reason thereof the present beneficiary under such Deed of Trust has deposited with said trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

The mortgagee, beneficiary or authorized agent for the mortgagee or beneficiary pursuant to California Civil Code § 2923.5(b) declares that the mortgagee, beneficiary or the mortgagee's or beneficiary's authorized agent has either contacted the borrower or tried with due diligence to contact the borrower as required by California Civil Code 2923.5.

T.S. 1198945-08

Dated: April 03, 2009

CAL-WESTERN RECONVEYANCE CORPORATION

Signature By

Nodes.doc Page 2 of 2

Juan Heros Albarise Gout

09/05/2008 rev.

When recorded please mail to:
Code Enforcement Department
Attn: Rosalva Morales
13575 Magnolia Ave.
Corona, CA. 92879
Mail Stop# 5161

DOC # 2010-0498344
10/18/2010 08:00R Fee:NC
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorde

Ø

NOTICE OF NONCOMPLIANCE

In the matter of the Property of

MICHAEL J. MANUEL & DARRICK L. BROADOS

Case No.: CV09-02380

M 039

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.348.4318, (SECTION 19.503 (C)(1)) described as LANDSCAPING NOT MAINTAINED. Such Proceedings are based upon the noncompliance of such real property, located at 6558 EMMERDALE ST., MIRA LOMA, CA, and more particularly described as Assessor's Parcel Number 152-534-011 and having a legal description of LOT/PARCEL: 88, TR 314961, T2SR6W SEC 30, MB 383/6, Records of Riverside County, with the requirements of Ordinance No. 348.4318 (SECTION 19.503 (C)(1)).

The owner has been advised to immediately correct the above-referenced victor to avoid further action by the County of Riverside, which may include remediation or restoration to abate the public nuisance or other remedies available to the department by a court of competent jurisdiction. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 13575 Magnolia Ave. Corona, CA. 92879, Attention Code Enforcement Officer J. LANCE (951) 280-4100.

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 inclined in the taxable year affected by these proceedings.

COUNTY OF RIVERSIDE
DEPARTMENT OF CODE ENFORCEMENT

ву: <u>刀 ∑.</u>

Brian Bealer Code Enforcement Department

ACKNOWLEDGEMENT

State of California)
County of Riverside)

On <u>[0]10</u> before me, Rosalva H. Morales, Notary Public, personally appeared Brian Bealer 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(is), 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.

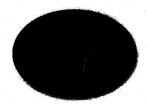
Commission # 1902709

Comm. Expires September 3, 2014



ROSALVA H. MORALES
Commission # 1902709
Notary Public - California
Riverside County
y Comm. Expires Sep 3, 2014

EXHIBIT "E"



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

July 3, 2012

MICHAEL J MANUEL / DARRICK L BROADUS 6558 EMMERDALE ST MIRA LOMA, CA 91752

Subject Property: 6558 EMMERDALE ST, MIRA LOMA

Case No(s): CV09-02380 APN No(s): 152-534-011

Dear Michael J Manuel / Darrick L Broadus:

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 Unpermitted Landuse located on your real property commonly described as 6558 EMMERDALE ST, MIRA LOMA, and more particularly described as Assessor's Parcel Number 152-534-011.

The total amount due for the DEPARTMENT'S actions concerning the above-described dangerous or injurious condition is **One Thousand One Hundred Forty Five Dollars and No Cents (\$1,145.00)**.

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) 955-1095.

Code Enforcement Department

Carol Lvnn Anderson

Administrative Services Officer



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

MICHAEL J MANUEL / DARRICK L BROADUS 6558 EMMERDALE ST MIRA LOMA, CA 91752

Subject Property: 6558 EMMERDALE ST, MIRA LOMA

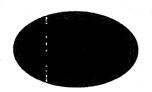
Case No(s): CV09-02380 APN No(s): 152-534-011

I,				, hereby	request a	i public ne	aring before the	Board of
Supervisor	rs	(Please PRINT	your name here)					
regarding	case num	ber(s)					•	•
			Supervisors s request) to					not be less than 10
Return Ma	ailing Addr	ess:						
		•						
Signed:			· · · · · · · · · · · · · · · · · · ·		-	Date:		
	(Plea	se SIGN your	name here)					
Print:								
	(Plea	ase PRINT you	r name here)		······································			
You may o	contact me	e at the follo	owing daytime	e phone nu	mber:			

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



COUNTY OF RIVERSIDE CODE ENFORCEMENT

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

Property Reference/Mailing Address

Date: 5/25/2012

152534011 MICHAEL J. MANUEL DARRICK L. BROADUS 6558 EMMERDALE ST. MIRA LOMA, CA 91752

Summary Statement of Abatement Costs

You are liable to the County for the following abatement costs: Date **Invoice Number & Amount Amount Balance** 11/20/2008 Balance forward 0.00 CV0902380-05/25/2012 INV #103983. 345.00 345.00 CV0902380:A31899-07/28/2010 INV #A31899. A31899 100.00 445.00 CV0902380:A41102-09/29/2010 INV #A41102, A41102 200.00 645.00 CV0902380:A42200-01/13/2011 INV #A42200, A42200 500.00 1.145.00 **Total Now Due** \$1,145.00

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.

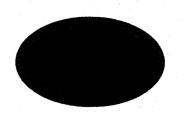
I affirm and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Mal 5. Manle

Code Enforcement Department

P.O. Box 1469, Riverside, CA 92502

Phone: (951) 955-2004 Fax: (951) 955-8680



Statement of Abatement Costs

152534011 MICHAEL J. MANUEL DARRICK L. BROADUS 6558 EMMERDALE ST. MIRA LOMA, CA 91752

Date	Invoice #
5/25/2012	103983

Property Address

152534011

MICHAEL J. MANUEL DARRICK L. BROADUS 6558 EMMERDALE ST. MIRA LOMA, CA 91752

Case Number	District	Class
CV0902380	2	SOAC

You are liable to the County for the following abatement

Date	Item	Description	Hours/Qty	Rate	Amount
7/28/2010	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.80
9/29/2010	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.80
1/13/2011	Officer Hours	Labor Charges - Officer Time	0.1	109.00	10.90
4/1/2011	Officer Hours	Labor Charges - Officer Time	0.1	109.00	10.90
5/25/2012	SOAC Preparation	Prepare Summary of Abatement Cost		65.00	65.00
		Subtotal Code Enforcement Costs			130.40
5/25/2012	Prepare Case for SOAC H	Prepare Case for Statement of Abatement Costs Hearing		125.55	125.55
	Attend SOAC Hearing	Attend Statement of Abatement Costs Hearing Subtotal County Counsel Costs		69.75	69.75 195.30
5/25/2012	DataQuick	Property Finder Reports & Transaction Report Subtotal Contractor Costs		19.30	19.30 19.30
	· ·				
***************************************		<u> </u>	Subtot		\$345.00

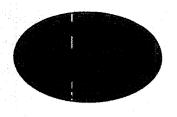
The total abatement costs must be paid to the County of Riverside, P.O. Box 1469, Riverside, CA 92502 within thirty (30) days. In the event said costs are not paid within thirty (30) days you will be liable for additional administrative costs, penalties, court fees or other collection costs incurred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

Payments/Credits \$0.00

Total Now Due \$345.00

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



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

Administrative Citation

152534011 MICHAEL J. MANUEL DARRICK L. BROADUS 6558 EMMERDALE ST. MIRA LOMA, CA 91752

Citation Issue Date	Billing Date
7/28/2010	5/25/2012

Citation Number	District	Class
A31899	2	SOAC

Property Address

152534011

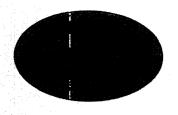
MICHAEL J. MANUEL

DARRICK L. BROADUS

6558 EMMERDALE ST.

MIRA LOMA, CA 91752

Item	Description	Hours/Qty	Rate	Amount
Administrative Citations	A31899CV0902380	1	100.00	100.00
			Subtotal	\$100.00
			Payments/Cre	edits \$0.00
			Total	\$100.00



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

152534011 MICHAEL J. MANUEL DARRICK L. BROADUS 6558 EMMERDALE ST. MIRA LOMA, CA 91752

Administrative Citation

-	Citation Issue Date	Billing Date
-	9/29/2010	5/25/2012

	Citation Number	District	Class		
	A41102	2	SOAC		

Property Address

152534011

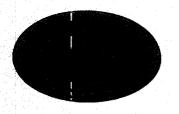
MICHAEL J. MANUEL

DARRICK L. BROADUS

6558 EMMERDALE ST.

MIRA LOMA, CA 91752

ltem	Description	Hours/Qty	Rate	Amount
Administrative Citations	A41102CV0902380	1	200.00	200.00
		e e		
			Subtotal	\$200.00
			Payments/Cre	
			Total	\$200.00



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

Administrative Citation

152534011 MICHAEL J. MANUEL DARRICK L. BROADUS 6558 EMMERDALE ST. MIRA LOMA, CA 91752

Citation Issue Date	Billing Date
1/13/2011	5/25/2012

 <u>. Jacobski site i fasti kanala k</u>			
Citation Number	District	Class	1
A42200	2	SOAC	

Property Address

152534011

MICHAEL J. MANUEL

DARRICK L. BROADUS
6558 EMMERDALE ST.

MIRA LOMA, CA 91752

Item	Description	Hours/Qty	Rate	Amount
Administrative Citations	A42200CV0902380	1	500.00	500.00
			Subtotal	\$500.00
			Payments/Cre	dits \$0.00
			Total	\$500.00



Juan C. Perez Interim Director

RESPONSIBLE PARTIES

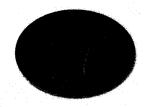
Case No. CV09-02380

July 3, 2012

MICHAEL J MANUEL / DARRICK L BROADUS 6558 EMMERDALE ST MIRA LOMA CA 91752

MERS PO Box 2026 Flint MI 48501-2026

PLAZA HOME MORTAGE INC 5090 SHOREHAM PLACE #206 SAN DIEGO CA 92122



Juan C. Perez Interim Director

PROOF OF SERVICE

Case No. CV09-02380

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, <u>Brenda Peeler</u>, 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 July 3, 2012, I served the following documents(s):

NOTICE OF HEARING RE DEMAND FOR PAYMENTSTATEMENT OF ABATEMENT COSTS NOTICE OF SPECIAL TAX ASSESSMENT

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

RESPONSIBLE PARTIES LIST

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

MICHAEL J MANUEL / DARRICK L BROADUS 6558 EMMERDALE ST, MIRA LOMA, CA 91752 MERS PO Box 2026, Flint, MI 48501-2026 PLAZA HOME MORTAGE INC 5090 SHOREHAM PLACE #206, SAN DIEGO, CA 92122

- 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 July 3, 2012, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By Brenda Peeler, Code Enforcement Aide



AFFIDAVIT OF POSTING OF NOTICES

July 6, 2012

RE CASE NO: CV0902380

I, Samantha Phillips, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 4080 Lemon Street, 12th Floor, Riverside, California 92501.

That on <u>07/05/2012</u> at <u>12:10pm</u>, I securely and conspicuously posted Demand for Payment Statement of Abatement Costs Notice of Special Tax Assessment. at the property described as:

Property Address: 6558 EMMERDALE ST, MIRA LOMA

Assessor's Parcel Number: 152-534-011

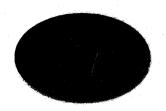
I declare under the penalty of perjury that the foregoing is true and correct.

Executed on July 6, 2012 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Samantha Phillips, Code Enforcement Officer

EXHIBIT "F"



Juan C. Perez Interim Director

July 24, 2012

NOTICE OF HEARING RE: DEMAND FOR PAYMENT STATEMENT OF ABATEMENT COSTS NOTICE OF SPECIAL TAX ASSESSMENT

To:

Owner(s) or Interested Parties (See Attached Proof of Service and Notice List) Subject Property: 6558 EMMERDALE ST, MIRA LOMA

Case No.: CV09-02380; MANUEL / BROADUS

APN: 152-534-011

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Administrative Hearing Officer on Monday, August 13, 2012, at 9:00 a.m., at 4080 Lemon Street, 12th Floor, Riverside, California. At such 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.

If you have any objections to the Demand for Payment previously sent to you, you must address your objections to the Administrative Hearing Officer at the hearing. If you have any questions about the Demand for Payment, please contact Administrative Services at (951) 955-1095. In the event the total amount due is not paid to the DEPARTMENT prior to the Hearing, the DEPARTMENT shall seek an order from the Administrative Hearing Officer 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 Administrative Hearing Officer for their final consideration and deliberation of this matter.

CAROL LYNN ANDERSON

Administrative Services Officer



Juan C. Perez Interim Director

RESPONSIBLE PARTIES

Case No. CV09-02380

July 24, 2012

MICHAEL J MANUEL / DARRICK L BROADUS 6558 EMMERDALE ST MIRA LOMA CA 91752

MERS PO Box 2026 Flint MI 48501-2026

PLAZA HOME MORTAGE INC 5090 SHOREHAM PLACE #206 SAN DIEGO CA 92122



Juan C. Perez Interim Director

PROOF OF SERVICE

Case No. CV09-02380

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, <u>Brenda Peeler</u>, 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 July 24, 2012, I served the following documents(s):

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

RESPONSIBLE PARTIES LIST

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

MICHAEL J MANUEL / DARRICK L BROADUS 6558 EMMERDALE ST, MIRA LOMA, CA 91752 MERS PO Box 2026, Flint, MI 48501-2026 PLAZA HOME MORTAGE INC 5090 SHOREHAM PLACE #206, SAN DIEGO, CA 92122

- 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 July 3, 2012, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Brenda Peeler, Code Enforcement Aide



AFFIDAVIT OF POSTING OF NOTICES

July 24, 2012

RE CASE NO: CV0902380

I, Diana Parra, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 4080 Lemon Street, 12th Floor, Riverside, California 92501.

That on <u>07/24/12</u> at <u>11:10 a.m.</u>, I securely and conspicuously posted Notice of Demand for Payment of Statement of Abatement Costs Notice of Special Tax Assessment at the property described as:

Property Address: 6558 EMMERDALE ST, MIRA LOMA

Assessor's Parcel Number: 152-534-011

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

Executed on July 24, 2012 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Diana Parra, Code Enforcement Officer

EXHIBIT "G"



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

MICHAEL J MANUEL / DARRICK L BROADUS
6558 EMMERDALE ST
MIRA LOMA, CA 91752

Subject Property: 6558 EMMERDALE ST, MIRA LOMA
Case No(s): CV09-02380
APN No(s): 152-534-011

I, MICHAEL J. MANUEL , hereby request a public hearing before the Board of Supervisors (Please PRINT your name here)
regarding case number(s) (NDD38D-A41102 , A4200,A31899)
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: NDSB Emmeddale St
Mila Loma, CA 91753

Signed: Market Sign your name here)

Date: July 9, 2013

CPlease Sign your name here)

int: My Chall 5. MANUEL (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