

of Article IX shall cause the Partnership to be dissolved, liquidated or terminated.

SECTION 11.2. Exclusive Causes. The following and only the following events shall cause the Partnership to be dissolved, liquidated and terminated:

(a) The expiration of the specific term ending as of the 31st day of December, 2015;

(b) The sale, condemnation or other disposition of all or substantially all of the Property; provided, however, that if all or substantially all of the Property is sold in a sale to which the installment method applies pursuant to the provisions of Section 453 of the Code, at the option of the Managing Partner the Partnership shall not be dissolved, liquidated or terminated until all payments thereunder have been received by the Partnership;

(c) The election of both Partners;

~~(d) The election of the Non-Defaulting Partner (as defined in Section 11.7(a)) within ninety (90) days after the occurrence of an Event of Default (as defined in Section 11.7(b)), and~~



(e) At the election of either party, upon the failure of the Partners to agree upon a Project Plan within six (6) months where the development of the Land has become limited (as provided in Section 2.2(b)) to the Reduced Site.

SECTION 11.3. Liquidation. In all cases of dissolution of the Partnership, the business of the Partnership may be continued to the extent necessary to allow an orderly winding up of its affairs, including the liquidation and termination of the Partnership pursuant to the provisions of this Section and Section 11.4, as promptly as practicable thereafter, and each of the following shall be accomplished:

(a) The Liquidating Partner (as defined in Section 11.4) shall cause to be prepared a statement setting forth the assets and liabilities of the Partnership as of the date of dissolution, a copy of which statement shall be furnished to all of the Partners.

(b) The property and assets of the Partnership shall be liquidated by the Liquidating Partner as promptly as possible, but in an orderly, businesslike and commercially reasonable manner. The Liquidating Partner may, in the exercise of its business judgment and if commercially reasonable, determine not to sell all or any portion of the property and assets of the Partnership, in which event such property and assets shall be distributed in kind pursuant to subsection (d) of this Section.

(c) Any gain or loss realized by the Partnership upon the sale of its property and assets shall be allocated to the Partners in the manner set forth in Section 5.1(a). To the extent that an asset is to be distributed in kind, such asset shall be deemed to have been sold at fair market value on the date of distribution, the gain or loss deemed recognized upon such deemed sale shall be allocated in accordance with Article V and the amount of the distribution shall be considered to be the fair market value of the asset above. If the Partners cannot agree upon such fair market value, the same shall be determined by appraisal as provided in Section 8.1.

(d) The proceeds of sale and all other assets of the Partnership shall be applied and distributed as follows and in the following order of priority:

(i) To the payment of the debts and liabilities of the Partnership (including advances and loans by the Partners) and the expenses of liquidation;

(ii) To the setting up of any reserves which the Liquidating Partner shall determine to be reasonably necessary for contingent, unliquidated or unforeseen liabilities or obligations of the Partnership or the Partners arising out of or in connection with the Partnership. Such reserves may, in the discretion of the Liquidating Partner, be held by the Liquidating Partner or paid over to a bank or title company selected by it, in either case to be held by the Liquidating Partner or such bank or title company as escrow holder or liquidating trustee for the purposes of disbursing such reserves to satisfy the liabilities and obligations described above. Such reserves shall be held for such period as the General Partner shall deem advisable, and upon the expiration of such period, any remaining balance shall be distributed as provided in clause (iii) of this subsection;

(iii) The balance, if any, to the Partners, in accordance with the priorities and amounts set forth in Section 4.1.

(e) Notwithstanding any contrary provisions of this Section 11.3, if the dissolution is due to an election under Section 11.2(e), the Reduced Site shall be distributed to AWLC in liquidation of its interest in the Partnership and in reduction of its capital account, in return for the reimbursement by AWLC of the Partnership's carrying costs incurred with respect to the Reduced Site. The remaining assets of the Partnership (including said reimbursement) and the Partners shall be subject to the remaining provisions of this Article XI.

SECTION 11.4. Liquidating Partner. (a) The term "Liquidating Partner" shall mean the Managing Partner.

(b) The Liquidating Partner is hereby irrevocably appointed as the true and lawful attorney in the name, place and stead of each of the Partners, such appointment being coupled with an interest, to make, execute, sign, acknowledge and file with respect to the Partnership all papers which shall be necessary or desirable to effect the dissolution, liquidation and termination of the Partnership in accordance with the provisions of this Article. Without limiting the foregoing, the Liquidating Partner shall, upon the final dissolution of the Partnership, file an appropriate certificate to such effect in the proper governmental office or offices under the Partnership Act as then in effect. Notwithstanding the foregoing, each Partner, upon the request of the Liquidating Partner, shall promptly execute, acknowledge and deliver all such documents, certificates and other instruments as the Liquidating Partner shall reasonably request to effectuate the proper dissolution, liquidation and termination of the Partnership, including the winding up of the business of the Partnership.

SECTION 11.5. Termination of Partnership. The Partnership shall be terminated upon (a) completion of any dissolution and liquidation thereof pursuant to the provisions of this Article, and (b) preparation, execution, acknowledgment, filing, recordation, publication, delivery and/or cancellation of any instruments, documents or statements if and as required by the Partnership Act or the Laws.

SECTION 11.6 Negative Capital Accounts. Prior to any distribution of the proceeds of liquidation of the

Partnership under the provisions of Section 5.1, any Partner whose capital account reflects a negative balance (after taking into account all allocations and distributions otherwise provided for herein) shall be required to contribute to the Partnership an aggregate amount equal to the lesser of the total amount of such negative balance or the amount of the positive balance (if any) reflected in the capital account of the other Partner.

ARTICLE XII

MISCELLANEOUS

SECTION 12.1. Indemnities. (a) The Partners shall be indemnified and held harmless by the Partnership from and against any and all claims, demands, liabilities, costs, damages, expenses and causes of action of any nature whatsoever arising out of or incidental to any act performed or omitted to be performed by any one or more of the Partners in connection with the business of the Partnership; provided, however, that, such act or omission was taken in good faith, was reasonably believed by the applicable Partners to be in the best interests of the Partnership and within the scope of authority granted to such Partners under this Agreement, and did not constitute fraud, bad faith, willful misconduct or gross negligence on behalf of such Partners; and, provided, further, that an indemnity under this Section shall be paid solely out of and to the extent of Partnership assets and shall not be a personal obligation of any Partner. All judgments against the Partnership and the Partners, or any one or more thereof, wherein such Partner (or Partners) is entitled to indemnification, must first be satisfied from Partnership assets before the Partners shall be responsible for these obligations.

(b) The Partnership and the other Partners shall be indemnified and held harmless by each Partner from and against any and all claims, demands, liabilities, costs, damages, expenses and causes of action of any nature whatsoever arising out of or incidental to any act performed by a Partner which is not performed in good faith or is not reasonably believed by such Partner to be in the best interests of the Partnership and within the scope of authority conferred upon such Partner under this Agreement, or which arises out of the fraud, bad faith, willful misconduct or gross negligence of such Partner.

(c) The benefits and burdens of this Section, as to any Partner, shall survive the withdrawal of such Partner from the Partnership (whether by sale or other transfer of such Partner's Partnership Interest or otherwise) with respect to acts or omissions prior to such withdrawal.

SECTION 12.2. Notices. Any and all notices, demands, consents, approvals, requests or other communications which any of the parties to this Agreement may desire or be required to give hereunder (collectively, "Notices") shall be in writing and shall be either (a) given by U.S. registered or certified mail, return receipt requested, with postage prepaid or (b) sent by telex or by personal delivery by a nationally recognized courier service (e.g., Federal Express) for next day delivery, addressed as follows:

if to the Partnership and/or the Managing Partner, or either of them, to:

Mr. Thomas M. Coleman
Coleman Company
CPC Financial Corporation
Suite 250
1001 Tower Way
Bakersfield, CA 93329

if to AWLC, to:

Mr. Dean A. Gay
American West Lands Company
P. O. Box 524
Bakersfield, CA 93301

Any Partner may designate another addressee (and/or change its address) for Notices hereunder by a Notice given pursuant to this Section. A Notice sent in compliance with the provisions of this Section shall be deemed delivered when actually received by the party to whom sent.

SECTION 12.3. Entire Agreement. This Agreement, including all Exhibits attached hereto, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter hereof and no changes in, additions to or modifications of this Agreement shall be valid unless set forth in an agreement in writing signed by all of the Partners.

SECTION 12.4. Section Headings. The section headings used in this Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

SECTION 12.5. Gender. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so indicates or requires.

SECTION 12.6. Parties in Interest. Except as expressly provided to the contrary herein, this Agreement shall be binding upon and enure to the benefit of each of the parties hereto and their successors and their assigns.

SECTION 12.7. Further Assurances. Each of the parties hereto does hereby covenant and agree on behalf of itself, its successors and its assigns, without further consideration, to prepare, execute, acknowledge, file, record, publish and deliver such other instruments, documents and statements, and to take such other action, as may be required by law or necessary to effectively carry out the purposes of this Agreement.

SECTION 12.8. Legal Action and Fees. In the event of any controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the nonprevailing party its reasonable expenses, including attorneys fees.

SECTION 12.9. Severability. Any provisions of this Agreement which may be prohibited by law or otherwise held invalid shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate or otherwise render ineffective the remaining provisions of this Agreement.

SECTION 12.10. Governing Law. This Agreement, including its existence, validity, construction and operating effect, and the rights of each of the parties hereto, shall be governed by and construed in accordance with the laws of the State of California.

SECTION 12.11. References and Inclusions. All Exhibits annexed or attached hereto are expressly made a part of this Agreement. All references herein to numbered

Articles or Sections and to lettered Exhibits are references to the Articles and Sections of this Agreement and the Exhibits annexed to and made a part of this Agreement, unless expressly otherwise designated herein. The terms "include", "including" and similar terms shall be construed as if followed by the phrase "without being limited to."

SECTION 12.12. Extension Not a Waiver. No delay or omission in the exercise of any power, remedy or right herein provided or otherwise available to a Partner or the Partnership shall impair or affect the right of such Partner or the Partnership thereafter to exercise the same. Any extension of time or other indulgence granted to a Partner hereunder shall not otherwise alter or affect any power, remedy or right of any other Partner or of the Partnership, or the obligations of the Partner to whom such extension or indulgence is granted.

SECTION 12.13. Construction. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Partnership.

SECTION 12.14. Consents. Any consent or approval to any act or matter required under this Agreement must be in writing and shall apply only with respect to the particular act or matter to which such consent or approval is given, and shall not relieve any Partner from the obligation to obtain the consent or approval, as applicable,

wherever required under this Agreement to any other act or matter.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on and as of the day and year first above written.

THOMAS M. COLEMAN,
General Partner

Thomas M. Coleman

AMERICAN WEST LANDS COMPANY,
General Partner

By:

W. C. Gray Pres

W. C. Gray Secy.

[Notaries]

Declaration of Amount Due and Owing

The undersigned declares the following to be true and correct:

1. I, Thomas Coleman, General Partner for Columbus and Chester, A California General Partnership declare that we are the beneficiary of a Note which is evidenced by recordation of a Deed of Trust recorded as an official document in Riverside County California on August 25, 1994 as document number 331531.
2. The abovementioned Note and Deed of Trust were assigned to us by way of court action. Evidence of such assignment is provided in the "Order Approving Settlement" has been recorded in Riverside County as official document 2006-0880067 and is hereby attached.
3. The debtor is California Capital Fund, INC
4. The Initial lien amount was \$300,000.00; of which we are entitled to 100%
5. The principle amount due and owing on the date of the tax sale was \$300,000.00;
6. The undersigned is entitled to 100% of the full amount due and owing, plus interest.
7. As of July 5, 2012, the principle amount of \$300,000.00 is still due and owing and no payments have ever been received.

The undersigned declares 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.

Date 7/10/12



Mr. Thomas Coleman, General Partner
Columbus and Chester, A California General Partnership
351 S Hitchcock Way, Ste B170
Santa Barbara, CA 93105

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: Paul McDonnell, Treasurer and Tax Collector

Re: Claim for Excess Proceeds

TC 179 Item 250 Assessment No.: 812161029-0

Assessee: OLDHAM, ERNEST TR

Situs: NONE

Date Sold: March 17, 2008

Date Deed to Purchaser Recorded: May 12, 2008

Final Date to Submit Claim: May 12, 2009

RECEIVED
2008 OCT -8 AM 10:42
RIVERSIDE COUNTY
TREAS - TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 300,000 from the sale of the above mentioned real property. I/We were the ☒ lienholder(s), ☐ property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2006.880067; recorded on Aug 25, 1994. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tentants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 14th day of September, 2008 at Santa Barbara, CA
County, State



Signature of Claimant

Signature of Claimant

Thomas M. Coleman,
Print Name Chester & Columbus

Print Name

1206 Coast Village Cir, #6
Street Address

Street Address

Santa Barbara CA 93108
City, State, Zip

City, State, Zip

805-695-0903
Phone Number

Phone Number

County Administrative Center- 4th Floor
4080 Lemon Street, P.O. Box 12005
Riverside, CA 92502-2205
(951) 955-3900 (760) 863-8900
(951) 955-3990 - Fax

E-mail: ttc@co.riverside.ca.us
www.countytreasurer.org



**COUNTY OF RIVERSIDE
TREASURER AND TAX COLLECTOR**

Palm Springs Office
997 E Tahquitz Canyon Way, Suite A
Palm Springs, CA 92262

JUL 16 2008

Temecula Office
40935 County Center Drive, Suite C
Temecula, CA 92591

June 9, 2008

CALIFORNIA CAPITAL FUND INC, COLUMBUS AND CHESTER, ETC., ET AL
RONALD D. DESSY, ESQ., DESSY AND DESSY
CASE NO. F040652
1301 L STREET
BAKERSFIELD, CA 93301

JUN 11 2008

LAW OFFICE OF
RONALD D. DESSY

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 812161029-0 Item: 250
Situs Address: None
Assessee: Oldham, Ernest Tr
Date Sold: March 17, 2008
Date Deed to Purchaser Recorded: May 12, 2008
Final Date to Submit Claim: May 12, 2009

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to call upon our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3842.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

PAUL MCDONNELL
TREASURER-TAX COLLECTOR

By

Desiree Taylor

Deputy

RECORDING REQUESTED BY
COMMONWEALTH LAND TITLE
TITLE FINANCIAL SERVICES

WHEN RECORDED MAIL TO

BANKERS FINANCIAL GROUP
318 CHESTER AVE.
HACKENSACK, CA 91301

TRM Order No. 194403-1

RECEIVED FOR RECORD
AT 8:00 OCT 1994

AUG 25 1994

331531

RECORDED: INDEX FOR SPECIAL NOTICE

DEED OF TRUST

Loan No. 00685

This Deed of Trust, made this 17th day of August, 1994, among the Trustor,
CALIFORNIA CAPITAL FUND, INC.

, acting the Trustor,

(herein "Borrower"),

TITLE FINANCIAL SERVICES, a California corporation (herein "Trustee"), and the Beneficiary,
CAPITAL INVESTMENT FUND, INC.

(herein "Lender").

GRANT IN TRUST

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the county of RIVERSIDE

SEE ADDENDUM "A" ATTACHED AND MADE A PART HEREOF.

which has the address of 918 ACRES, JOHNSA PLANTATIONS,

(herein "Property Address")

TOGETHER with all the improvements now or hereafter erected on the property, and all cements, rights, appurtenances, roads (subject however to the rights and authorities given hereto by Lender to collect and apply such taxes), royalties, mineral, oil and gas rights and profits, water, and water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust and all of the foregoing, together with said property (or the landholdings if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property";

THIS DEED OF TRUST IS MADE TO SECURE TO LENDER:

(a) the repayment of the indebtedness evidenced by Borrower's note (herein "Note") dated August 17, 1994, in the principal sum of U.S. \$ 200,000.00, with payment of interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; the performance of the covenants and agreements of Borrower herein contained; and (b) repayment of any future advances, with interest thereon, made to the Borrower by Lender pursuant to paragraph 19 hereof (herein "Future Advances"); and in addition (c) this Deed of Trust shall provide the same security on behalf of the Lender, to cover extensions, modifications or renewals, including without limitation, extensions, modifications or renewals of the Note at a different rate of interest; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered except for mortgages of record, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to exceptions of record.

UNIFORM COVENANTS, BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

1. **Payments of Principal and Interest.** Borrower shall promptly pay, when due, the principal and/or interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal and/or interest on any Future Advances secured by the Deed of Trust.

2. **Funds for Taxes and Insurance (Impounds).** Subject to applicable law, and if required by the Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attach prior to the Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law prohibits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such an agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under Paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 1 hereof, if applicable, then to interest payable on the Note, and then to principal of the Note, and then to interest and principal on any Future Advances.

4. **Prior Mortgage and Deed of Trust Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid, at least 10 days before delinquency, all taxes, assessments and other charges, fees and impositions attributable to the Property which may attach prior to the Deed of Trust, and household payments or ground rents, if any.

5. **Hazard Insurance.** Borrower agrees to provide, maintain and deliver to Lender fire insurance satisfactory and with loss payable to Lender. The amount collected under any fire or other insurance policy may be applied by Lender upon any indebtedness secured hereby and in such order as Lender may determine, or at option of Lender the entire amount so collected or any part thereof may be disbursed to the Borrower. Such application or release shall not constitute or waive any Default or Notice of Default hereunder or invalidate any act done pursuant to such notice.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of a loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply their insurance proceeds at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects Lender's interest in the Property, including but not limited to proceedings by the Lender to obtain relief from stay in any bankruptcy proceeding which would prohibit Lender enforcing its rights under the Deed of Trust, then Lender, at Lender's option, may make such appearance, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, including but not limited to payment of delinquent taxes and assessments, insurance premiums due, and delinquent amounts owed to prior lien holders, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts as are disbursed by Lender shall be payable, upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable on the Note. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in conjunction with any condemnation or other taking of the Property, or part thereof, or for easement in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

10. **Borrower Not Released.** At any time or from time to time, without liability therefore and without notice upon written request of

UNIFORM COVENANTS, BORROWER AND LENDER COVENANT AND ACKNOWLEDGE AS FOLLOWS:

1. **Payments of Principal and Interest.** Borrower shall promptly pay, when due, the principal of and/or interest on the indebtedness evidenced by the Note, promissory and late charges as provided in the Note, and the principal of and/or interest on any Future Advances secured by the Deed of Trust.

2. **Funds for Taxes and Insurance (Impounds).** Subject to applicable law, and if required by the Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attach priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premiums on insurances for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, plus reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution (the depository or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution)). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under Paragraph 18 hereof the Property is sold as the Property is otherwise required by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, if applicable, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. **Prior Mortgage and Deed of Trust; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid, at least 10 days before delinquency, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attach priority over this Deed of Trust, and unpaid payments or ground rents, if any.

5. **Hazard Insurance.** Borrower agrees to provide, maintain and deliver to Lender fire insurance satisfactory and with loss payable to Lender. The amount collected under any fire or other insurance policy may be applied by Lender upon any indebtedness secured hereby and in such order as Lender may determine, or at option of Lender the entire amount so collected or any part thereof may be assigned to the Borrower. Such application or release shall not cure or waive any Default or Notice of Default hereunder or invalidate any act done pursuant to such notice.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of a loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if and made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is sent by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply their insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. **Preservation and Maintenance of Property; Leasehold; Condominium Planned Unit Development.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and all such documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects Lender's interest in the Property, including but not limited to proceedings by the Lender to obtain relief from stay in any bankruptcy proceeding which would prohibit Lender enforcing its rights under the Deed of Trust, then Lender, at Lender's option, may make such appearance, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making a loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, including but not limited to payment of delinquent taxes and assessments, insurance premiums due, and delinquent amounts owed to prior lien holders, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts as are disbursed by Lender shall be payable, upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable on the Note. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may enter or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in conjunction with any condemnation or other taking of the Property, or part thereof, or for redemptions in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

10. **Borrower Not Released.** At any time or from time to time, without liability therefore and without notice upon written request of Lender and presentation of this Deed and said Note by endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plan thereof; join in a limiting or encumbrance thereon or join in any covenants agreement or any agreement subordinating the lien or charge thereof. Trustee may, but shall be under no obligation or duty to, appear in or defend any action or proceeding purporting to affect said property or the title thereto, or purporting to effect the security hereof at the rights or powers of Lender or Trustee.

11. **Waiver by Lender Not a Waiver.** Any appearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other fees or charges by Lender shall not be a waiver of Lender's rights according to the priority of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound. Joint and Several Liability. Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18 hereof. All covenants and agreements of Borrower shall be joint and several.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower or the Property at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender, in care of Lender's Servicing Agent ("Agent").

Bakers Financial Group
318 Chester Ave.
Bakersfield, CA 93301

or to such other address as Lender or Agent may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. This Deed of Trust shall be governed by the Laws of the State of California. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to the extent the provisions of this Deed of Trust are declared to be severable.

16. Lender's Right to Repurchase the Loanable Fund. Lender, in its discretion, may, at any time, and from time to time, repurchase all or any part of the Property or an interest therein, including (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) or as a result of devise, descent, or by operation of law upon the death of a joint tenant, the Lender may, at its option declare the Note and any other obligations secured by this Deed of Trust, together with accrued interest thereon, immediately due and payable, in full. No waiver or the Lender's right to acceleration shall be effective unless it is in writing.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

BORROWER AND LENDER FURTHER COVENANT AND AGREE AS FOLLOWS:

17. Assignment of Rent; Appointment of Receiver; Lender in Possession. As additional security hereunder, and with regard to the adequacy of any security for the indebtedness hereby secured, Borrower hereby assigns to Lender the rent of the Property, provided that Borrower shall, prior to acceleration under paragraph 14 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 14 hereof or abandonment of the Property, Lender, in person, by Agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on the receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be held to account only for those rents actually received.

18. Upon default by Borrower in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Lender may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written Notice of Default and declaration to cause to be sold said property, which notice Trustee shall cause to be filed for record. Trustee shall be entitled to rely upon the correctness of such notice. Lender also shall deposit with Trustee this Deed, said Note and all documents and disbursements secured hereby.

After the lapse of such time as then may be required by law following the recording of said Notice of Default and Notice of Sale having been given as then required by law, Trustee, without demand on Trustor, shall offer said property at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which said property, if consisting of several lots or parcels, shall be sold), in public auction to the highest bidder for cash in lawful money of the United States, payable immediately. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property to sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or demands be conclusive proof of the truthfulness thereof. Any person including Trustor, Trustee, or Beneficiary who hereinafter defaults, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, and then repaid, with accrued interest at the rate provided in the Note; all other sums then secured thereby; and the remainder, if any, to the person or persons legally entitled thereto.

19. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such advances with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

20. Reconveyance. Upon written request of Lender stating that all sums secured hereby have been paid, and upon surrender of the Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance or of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." The Trustee may destroy said Note, this Deed or Trust (and any other documents related thereto) upon the first to occur of the following: 3 years after issuance of a full reconveyance; or, recordation of the Note and Deed of Trust in a form or medium which permits their reproduction for 3 years following issuance of a full reconveyance.

21. Substitution of Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint successor trustee to any Trustee appointed hereunder. Without compromise of all the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

22. Request for Notices. Borrower requests that copies of the notice of sale and notice of default be sent to Borrower's address which is the Property Address.

23. Statement of Obligation. Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligations as provided by Section 2943 of the Civil Code of California.

MISCELLANEOUS PROVISIONS

24. Construction or Home Improvement Loan. If the loan secured by this Deed of Trust is a construction or home improvement loan, Borrower is required to perform according to the terms and conditions of each agreement contained in any building, home improvement or similar agreement between the Borrower and Lender.

25. Acceptance by Lender of Partial Payment After Notice of Default. By accepting partial payment (payments which do not satisfy a default or delinquency in full) of any sums secured by this Deed of Trust after a Notice of Default has been recorded, or by accepting the performance of any obligation required by this Deed of Trust, or by making any payment or sum made to the loan secured by this Deed of Trust, whether or not such payments are made pursuant to a court order, the Lender does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to make any such prompt payment or to perform any such act. No exercise of any right or remedy of the Lender or Trustee under this Deed of Trust shall constitute a waiver of any other right or remedy contained in this Deed of Trust or provided by law.

**REQUEST FOR SPECIAL NOTICE OF DEFAULT AND FORECLOSURE
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender care of Lender's Servicing Agent, at its address set forth on page one of this Deed of Trust, of any default under the superior encumbrances and of any sale or other foreclosure action.

IN WITNESS WHEREOF, BORROWER HAS EXECUTED THIS DEED OF TRUST

Borrower CALIFORNIA CANYON, INC.

Borrower

Borrower Max J. Gradowicz, President

Borrower

State of California
County of Kern

On August 17, 1994

before me, Robin White

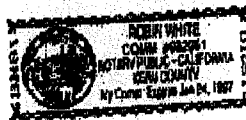
, personally appeared

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

WITNESS my hand and official seal.

Signature

Robin White



(Seal)

REQUEST FOR FULL RECONVEYANCE

TITLE FINANCIAL SERVICES, TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereto, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Dated _____

Signature of Beneficiary (the "LENDER")

Signature of Beneficiary (the "LENDER")

Signature of Beneficiary (the "LENDER")

When recorded, mail to: BANKERS FINANCIAL GROUP, INC. CENTER AVE. BAKERSFIELD, CA 93301

Att: _____

219345

ADDENDUM "A"

PARCEL 1:

THE WEST HALF OF SECTION 16 AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 22 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT ALL OIL AND GAS, OR GAS, OIL, SHALE, COAL, PHOSPHATE, SODIUM, GOLD, SILVER AND ALL OTHER MINERAL DEPOSITS CONTAINED IN SAID LANDS, AND FURTHER EXCEPTING THE RIGHT TO DRILL FOR AND EXTRACT SUCH DEPOSITS OF OIL AND GAS, AND TO PROSPECT FOR, MINE AND REMOVE SUCH DEPOSITS OF OTHER MINERALS FROM SAID LANDS AND TO OCCUPY AND USE AS MUCH OF THE SURFACE OF SAID LANDS AS MAY BE REQUIRED THEREFOR AS RESERVED TO THE STATE OF CALIFORNIA IN PATENT RECORDED JULY 1, 1969 AS INSTRUMENT NO. 66727, OFFICIAL RECORDS.

PARCEL 2:

THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 22 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 3:

AN EASEMENT 20.00 FEET IN WIDTH FOR INGRESS, EGRESS AND UTILITY PURPOSES ALONG THE NORTHERLY BOUNDARY LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 22 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL 4:

THE SOUTHEAST QUARTER OF SECTION 27 LYING NORTHERLY OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD AS IT NOW EXISTS, TOWNSHIP 5 SOUTH, RANGE 22 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT ALL OIL, GAS, HYDROCARBON SUBSTANCES AND MINERALS LYING IN OR UNDER SAID LAND.

PARCEL 5:

THE NORTHWEST QUARTER OF SECTION 28, LYING SOUTHERLY OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD AS IT NOW EXISTS, TOWNSHIP 5 SOUTH, RANGE 22 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

219345

PARCEL 6:

THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 22 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT A STRIP OF LAND WITH A WIDTH OF 100.00 FEET LYING 50.00 FEET ON EACH SIDE OF THE CENTER LINE OF THE MAIN TRACK OF THE CALIFORNIA SOUTHERN RAILROAD (NOW ATCHISON, TOPEKA AND SANTA FE RAILROAD) AS ACQUIRED BY DECREE RECORDED IN BOOK 29, PAGE 501, OF JUDGMENT RECORDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 7:

THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 22 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 35:

THENCE SOUTH 100.00 FEET;

THENCE WEST 100.00 FEET;

THENCE NORTH 100.00 FEET;

THENCE EAST 100.00 FEET TO THE POINT OF BEGINNING.

PARCEL 8:

A NON-EXCLUSIVE EASEMENT FOR ROAD PURPOSES FOR INGRESS AND EGRESS OVER THE SOUTHERLY 30.00 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 22 EAST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

1 RONALD D. DESSY, ESQ., SBN 96398
 2 DESSY & DESSY
 3 1301 "L" Street
 4 Bakersfield, California 93301
 5 (661) 322-3863

FILED
 KERN COUNTY

JUN 14 2004

TERRE MCNALLY CLERK
 BY: *[Signature]*

6 Attorneys for Lien Holder

7
 8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF KERN
 9 METROPOLITAN DIVISION

10
 11 ERNIE OLDHAM, etc.

CASE NO.: 243461 SPC

12 Plaintiff,

ORDER APPROVING SETTLEMENT

13 vs.

14 CALIFORNIA CAPITAL FUND, INC.,
 15 etc., et al.

16 Defendants,

17 COLUMBUS AND CHESTER, a general
 18 partnership

19 Lien Holder.

20
 21 Pursuant to the Appellate Opinion in this case, the Stipulation Re Settlement providing for
 22 this court to modify the prior settlement, and good cause appearing:

23 THIS COURT FINDS:

- 24 A. The settlement previously approved by this court, but disapproved on appeal,
 25 involved the reconveyance of a deed of trust ("Reconveyance") which constituted
 26 a lien against real property in Riverside County, California, owned by Ernest
 27 Oldham, trustee for the investors of Capital Investment Fund, Inc. II ("Trust").
 28 B. Columbus and Chester, a general partnership (Lien Holder) has a lien against any

ORDER APPROVING SETTLEMENT

1 Oldham v. Gradowitz, et al., KCSC Case No. 243461-SPC

2 recovery in this action by Plaintiff, Ernie Oldham ("Lien").

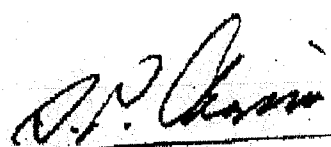
- 3 C. There is insufficient evidence to prove that the Trust existed, that the Trust had
4 valid claims to the property benefitted by the Reconveyance, or that it would be
5 equitable to deprive Lien Holder of the interest encompassed by the
6 Reconveyance, even if the Trust existed. Further, the evidence shows that Capital
7 Investment Fund, Inc. was a suspended corporation at the time the Reconveyance.
8 D. It is equitable within the meaning of California Code of Civil Procedure, Section
9 708.440 (b) to approve the settlement, only if there is no Reconveyance, and the
10 Deed of Trust is assigned to Lien Holder, but without recourse against the
11 Defendants for any timely asserted third party equitable lien claims against said
12 Deed of Trust.

13
14 **IT IS HEREBY ORDERED AS FOLLOWS:**

- 15
16 1. The entire beneficial interest of California Capital Fund, Inc under the Deed of
17 Trust recorded on August 25, 1994, as Instrument No.331531, in Riverside County,
18 California, in favor of Capital Investment Fund, Inc, is hereby assigned to
19 Columbus and Chester, a general partnership, subject to any prior third party
20 equitable lien claims that may be timely asserted in the future.
21 2. In the event that the Defendants are unable to produce the original Deed of the
22 Trust and the original related note, the Defendants shall take all actions necessary
23 to accommodate all reasonably related requests of any entity coordinating a non-
24 judicial foreclosure, in connection with any lost documents related to the
25 enforcement of the rights under the Deed of Trust, except posting a related bond.
26 3. This action is dismissed ~~with prejudice~~ ^{WITHOUT} subject to the right of any party to vacate
27 the dismissal, in connection with obtaining any further orders to enforce the terms
28 of this Stipulation. The prevailing party in any enforcement action shall be entitled

1 Oldham v. Gradowitz, et al., KCSC Case No. 243461-SPC
2 to attorney fees.

3
4 DATED: 6/14/04


5 Sidney P. Chapin
6 Judge of the Superior Court
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- 1 -
ORDER APPROVING SETTLEMENT



SUPERIOR COURT, STATE OF CALIFORNIA
COUNTY OF KERN, METROPOLITAN DIVISION
THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE AND
CORRECT COPY OF THE ORIGINAL DOCUMENT ON
FILE IN THE OFFICE OF THE CLERK OF THIS COURT.

DATED: 9/8/05
BY: TERRY McNALLY DEPUTY



UNITED
PACIFIC
ASSETS, LLC

Sunday, February 22, 2009

Riverside County Treasurer
Att: Excess Proceeds Processing
P.O. Box 12005
Riverside, CA 92502-2205

Re: Withdrawal of Claim

To whom this may concern:

For reasons that are known to United Pacific Assets, LLC and our Client Columbus and Chester, our office submits to you the attached document "Withdrawal - Claim for Excess Proceeds from Tax Defaulted Property"

Columbus and Chester has hired our firm to process a new claim for excess proceeds (included in this package) and wishes to withdrawal its previous claim.

Please provide our office copies of all claims submitted on this parcel.

Regards,

Paul D. Tunison
President

1722 H Street
Modesto, Ca 95354
T 866.505.4107
F 866.608.0547

info@corpasset.com
www.simpleproceeds.com



Call the Better
Business Bureau at
1.800.948.4880 to
verify our perfect
record.

Withdrawal- Claim for Excess Proceeds from Tax Defaulted Property

I, **Thomas Coleman**, an individual and in my capacity to and for Columbus and Chester, hereby withdrawal my/our claim for excess proceeds located in the county of Riverside, California on Assessors Parcel Number: 812-161-029 sold at Riverside County Tax Auction on or about 3/17/2008.

Date: _____

Signature: _____

Name: Mr. Thomas Coleman, General Partner
Columbus and Chester, A California General Partnership
269 Las Entradas Dr
Santa Barbara, Ca 93108-2668

State of California

County of Santa Barbara

On 1-15-09 before me, Noelle E. Gambill, personally
appeared Thomas Coleman

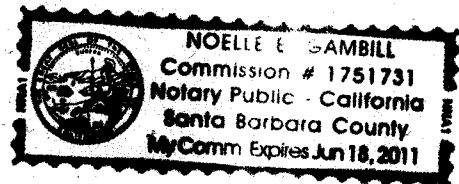
_____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the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

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

WITNESS my hand and official seal.

Signature _____

(Seal)



CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: Paul McDonnell, Treasurer and Tax Collector

Re: Claim for Excess Proceeds

TC 179 Item 250 Assessment No.: 812161029-0

Assessee: OLDHAM, ERNEST TR

Situs: NONE

Date Sold: March 17, 2008

Date Deed to Purchaser Recorded: May 12, 2008

Final Date to Submit Claim: May 12, 2009

RECEIVED
2008 SEP 18 PM 4:54
RIVERSIDE COUNTY
TREAS - TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of all ~~\$ all excess proceeds~~ from the sale of the above mentioned real property. I/We were the ☐ lienholder(s), ☒ property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2008-2128112; recorded on 03/17/2008. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

- 1- Certified Copy of Quit Claim Deeds attached.
- 2- Notarized Statement Giving Rights To Collect Claim on behalf of ADAD LLC
- 3- Articles of Organization for ADAD, LLC

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tentants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 9th day of September, 2008 at Los Angeles, California
County, State

Emma Hilario

Signature of Claimant

Andre Deloje

Signature of Claimant

Emma Hilario
Print Name

2325 Tricking Creek Dr
Street Address

La Verne, CA 91750
City, State, Zip

213-709-3069
Phone Number

Andre Deloje for ADAD LLC
Print Name

2118 Wilshire Blvd #1142
Street Address

SAINTA MONICA, CA 90403
City, State, Zip

(310) 459-7658 / (310) 619-4843
Phone Number

INSTRUCTIONS FOR FILING CLAIM

(See Claim Form on Reverse Side)

The California Revenue and Taxation Code, Section 4675, states in part (paraphrased):

For the purposes of this article, parties of interest and their order of priority are:

(a) First, lienholders of record prior to the recordation of the tax deed to the purchaser in the order of their priority; and

(b) Then, any person with title of record to all or any portion of the property prior to the recordation of the tax deed to the purchaser.

If you consider yourself to be a party of interest in the sale of tax defaulted property as defined above, please fill out the reverse of this form stating how you have determined your status as a party of interest. If you need help in filling out the form, please contact our office by telephone, mail, or in person--our telephone number is (951) 955-3842. You must attach copies of documents to support your claim as follows:

1. In case (a), attach a copy of your trust deed or other evidence of lien or security interest, along with a statement under penalty of perjury setting forth the original amount of the lien or interest, the total amount of payments received reducing the original amount of the lien or interest, and the amount still due and payable as of the date of the sale of the tax defaulted property by the Tax Collector.

2. In case (b), attach copies of any other documents (e.g., deed, death certificate, will, court order, etc.) supporting your claim.

PLEASE NOTE: We cannot, by law, begin processing of claims until one year has passed from the date of the deed to the purchaser. In order to receive consideration by the Riverside County Board of Supervisors, claims must be filed **ON OR BEFORE THE EXPIRATION OF ONE YEAR** following the date of the recording of the deed to the purchaser. Please see the "Date Deed to Purchaser Recorded" appearing on the attached notice (Form 117-170). The Tax Collector will submit a recommendation to the Board of Supervisors as to what disposition should be made on your claim. Following the Board's review, the claim will either be approved or denied. The Clerk of the Board of Supervisors will notify you of the action taken by the Board. Should the claim be approved, the Auditor-Controller will issue a County warrant in payment. By law, the Auditor cannot issue you a warrant in payment of the approved claim until 90 days following the action taken by the Board.

MAIL COMPLETED FORMS TO:

Paul McDonnell, Treasurer-Tax Collector
Post Office Box 12005
Riverside, CA 92502-2205

Attention: Tax Enforcement Unit

RECORDING REQUESTED BY

DOC # 2008-0127473

03/14/2008 08:00A Fee:17.00

Page 1 of 1 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



AND WHEN RECORDED MAIL DOCUMENT AND
TAX STATEMENT TO:

NAME **EMMA HILARIO & ADAD LLC**

STREET ADDRESS **2118 WILSHIRE BLVD. # 1142**

CITY, STATE & ZIP CODE **Santa Monica, CA 90403**

TITLE ORDER NO. **250**

ESCROW NO. _____

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

QUITCLAIM DEED

TRA: **085-000**

APN: **812-161-029-0**

The undersigned grantor(s) declare(s)

DOCUMENTARY TRANSFER TAX \$ **27.50**

☒ computed on full value of property conveyed, or

☐ computed on full value less liens and encumbrances remaining at time of sale.

☒ Unincorporated Area City of _____

26
C
026

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, I (We) **ERNEST OLDHAM AN**

AN UNMARRIED MAN

(NAME OF GRANTOR(S))

hereby remise, release and quitclaim to **EMMA HILARIO & ADAD LLC AN ARKANSAS LIMITED LIABILITY CO. EACH AS TO AN UNDIVIDED 1/2 INTEREST AS TENANTS IN COMMON**

(NAME OF GRANTEE(S))

the following described real property in the City of **Unincorporated** County of **RIVERSIDE**
State of **California**

(Insert Legal Description)

353.24 ACRES M/L IN POR OF SEC 16 T5S R22E for total description see assessors maps

APN # 812-161-029

DATED: **03/13/2008**

Ernest Oldham
ERNEST OLDHAM

STATE OF CALIFORNIA
COUNTY OF **KERN**

On **March 13, 2008** before me, **ROBERT P. WHEATON, NOTARY PUBLIC**, personally appeared

(here insert name and title of the officer)

ERNEST OLDHAM

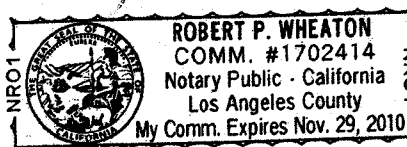
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Signature **Robert P. Wheaton** (SEAL)

MAIL TAX STATEMENT AS DIRECTED ABOVE



RECORDING REQUESTED BY

AND WHEN RECORDED MAIL DOCUMENT AND
TAX STATEMENT TO:

NAME Emma Hilario & ADAD LLC

STREET ADDRESS 2118 Wilshire Blvd. # 1142

CITY, STATE & ZIP CODE Santa Monica, CA 90403

TITLE ORDER NO. 250

ESCROW NO.

DOC # 2008-0128112

03/17/2008 08:00A Fee:17.00

Page 1 of 1 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

QUITCLAIM DEED

TRA: 085-000

APN: 812-161-029-0

The undersigned grantor(s) declare(s)

DOCUMENTARY TRANSFER TAX \$ 2750

- ☒ computed on full value of property conveyed, or
☐ computed on full value less liens and encumbrances remaining at time of sale.
☒ Unincorporated Area City of

C
026

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, I (We)

ERNEST OLDHAM, TRUSTEE, FOR INVESTORS OF CAPITAL INVESTMENT FUND INC, II

(NAME OF GRANTOR(S))

hereby remise, release and quitclaim to EMMA HILARIO & ADAD LLC AN ARKANSAS LIMITED LIABILITY
CO. EACH AS TO AN UNDIVIDED 1/2 INTEREST AS TENANTS IN COMMON

(NAME OF GRANTEE(S))

the following described real property in the City of
State of CALIFORNIA

UNINCORPORATED County of RIVERSIDE

(Insert Legal Description)

353.24 ACRES M/L IN POR OF SEC 35S R2E for total description see assessors maps

APN # 812-161-029

DATED: 03/14/2008

STATE OF CALIFORNIA
COUNTY OF

Kern

On March 14, 2008 before me, Maria Robles, Notary Public, personally appeared
(here insert name and title of the officer)

ERNEST OLDHAM

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

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

WITNESS my hand and official seal.

Signature Maria Robles (SEAL)



MAIL TAX STATEMENT AS DIRECTED ABOVE

ADAD LLC

ADAD LLC
2118 Wilshire Blvd. # 1142
Santa Monica, CA 90403

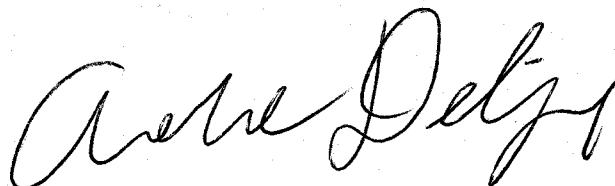
(310) 459-7658

September 10, 2008

Riverside County Tax Collector
RE: Tax Auction Overage Proceeds.

Resolution

It is hereby resolved to have Andre Deloje, sole and only member of ADAD LLC, to apply for the overage proceeds owed to ADAD LLC by The Riverside County Tax Collector on Parcel 812-161-029-0 sold in the March 17, 2008 tax sale as TC 179 item # 00250.

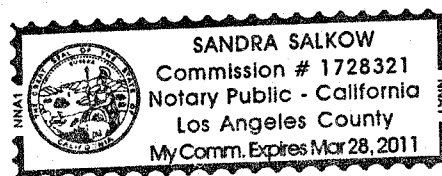


Andre Deloje, member, CFO, Secretary

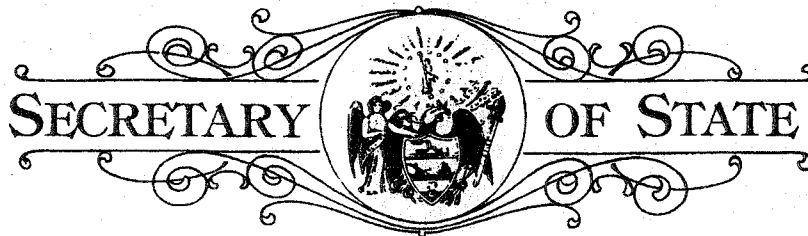
State of California, County of Los Angeles
Subscribed and sworn to (or affirmed) before me
on this 10 day of Sept, 2008

by Andre Deloje proved to
me on the basis of satisfactory evidence to be
the person who appeared before me.

Sandra Salkow, Notary Public



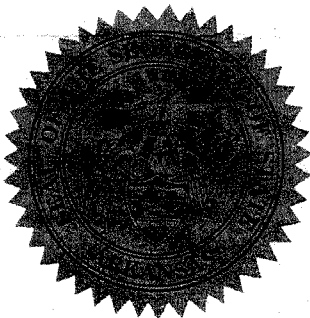
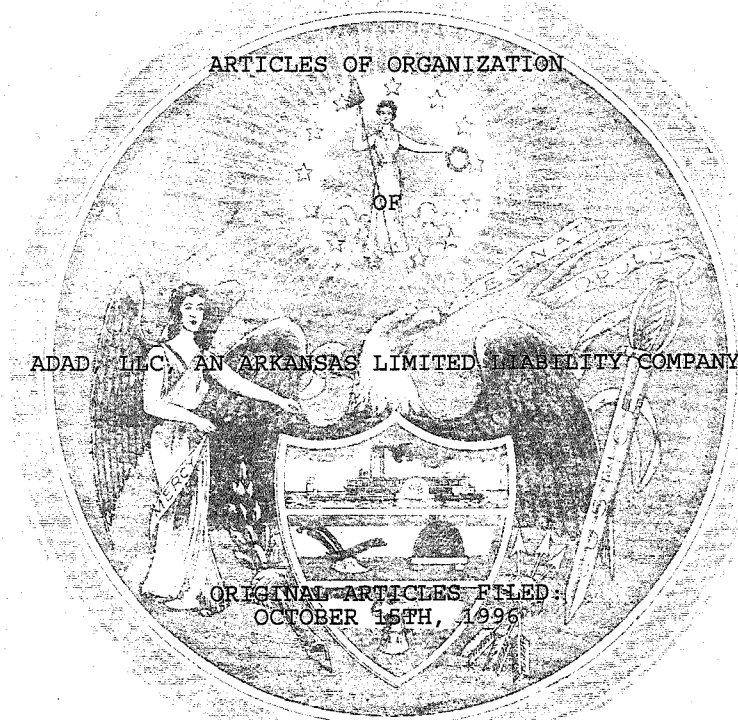
STATE OF ARKANSAS



Sharon Priest
Secretary of State

To All to Whom These Presents Shall Come, Greetings:

I, Sharon Priest, Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of



In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 15TH *day of* OCTOBER *19*96

Sharon Priest

Secretary of State

Instructions: File in **DUPLICATE** with the Secretary of State, State Capitol, Little Rock, Arkansas 72201-1094.
A copy will be returned after filing has been completed.

PLEASE TYPE OR CLEARLY PRINT IN INK

FILED
CORPORATIONS DIVISION

State of Arkansas - Office of Secretary of State

ARTICLES OF ORGANIZATION

THOMAS C. PRIEST
SECRETARY OF STATE
STATE OF ARKANSAS

The undersigned authorized manager or member or person forming this Limited Liability Company under the Small Business Entity Tax Pass Through Act, Act 1003 of 1993, adopt the following Articles of Organization of such Limited Liability Company:

First: The Name of the Limited Liability Company is:

ADAD, LLC, AN ARKANSAS LIMITED LIABILITY COMPANY

Must contain the words "Limited Liability Company," "Limited Company," or the abbreviation "L.L.C.," "L.C.," "LLC," or "LC." The word "Limited" may be abbreviated as "Ltd.," and the word "Company" may be abbreviated as "Co." Companies which perform PROFESSIONAL SERVICE MUST additionally contain the words "Professional Limited Liability Company," "Professional Limited Company," or the abbreviations "P.L.L.C.," "P.L.C.," "PLLC," or "PLC." The word "Limited" may be abbreviated as "Ltd." and the word "Company" may be abbreviated as "Co."

Second: Address of registered office of the Limited Liability Company which may be, but need not be, the place of business shall be:

c/o THE CORPORATION COMPANY

417 Spring Street

Little Rock, Arkansas 72201

Third: The name of the registered agent and the business residence or mailing address of said agent shall be:

THE CORPORATION COMPANY

417 Spring Street

Little Rock, Arkansas 72201

(a) Acknowledgment and acceptance of appointment **MUST** be signed. I hereby acknowledge and accept the appointment of registered agent for and on behalf of the above named Limited Liability Company.

THE CORPORATION COMPANY

Please sign here

Thomas C. Totaro, Asst. Vice-President

Fourth: The latest date (month, day, year) upon which this Limited Liability Company is to dissolve:

December 31, 2026

Fifth: IF THE MANAGEMENT OF THIS COMPANY IS VESTED IN A MANAGER OR MANAGERS, A STATEMENT TO THAT EFFECT MUST BE INCLUDED IN THE SPACE PROVIDED OR BY ATTACHMENT:

Management will be vested in members

PLEASE TYPE OR PRINT CLEARLY IN INK THE NAME OF THE PERSON (S) AUTHORIZED TO EXECUTE THIS DOCUMENT.

ANDRE DELOJE, MEMBER

Signature of authorized manager, member, or person forming this Company:

Filing Fee \$50.00

(ARK. LIC 3281 - 6/8/93)

Andre DeLoje

LL-01

State of California



SECRETARY OF STATE CERTIFICATE OF REGISTRATION

I, **BILL JONES**, Secretary of State of the State of California, hereby certify:

That on the 29th day of October, 1996,

ADAD, LLC

complied with the requirements of California law in effect on that date for the purpose of registering to transact intrastate business in the State of California; and further purports to be a limited liability company organized and existing under the laws of

THE STATE OF ARKANSAS

as ADAD, LLC, A ARKANSAS LIMITED LIABILITY COMPANY

and that as of said date said limited liability company became and now is duly registered and authorized to transact intrastate business in the State of California,
SUBJECT, HOWEVER, TO:

- (a) any licensing requirements otherwise imposed by the laws of this State and
- (b) that subject limited liability company shall transact all intrastate business within this State under the above name elected by it.



IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this
29th day of October, 1996.

Bill Jones

Secretary of State

Recording Requested By:

When recorded mail document to:

NAME EMMA HILARIO

ADDRESS 225 S. LAKE AVE #300

PASADENA

CITY CALIFORNIA, 91101

STATE & ZIP

APN NO.



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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Above Space for Recorder's Use Only

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

Whereas, EMMA HILARIO AND ADAD LLC AN ARKANSAS LIMITED LIABILITY was the Original

Trustor, AMERICAN TRUST DEED SERVICES, the original

Trustee, and ERNEST OLDHAM TRUST OR ENO TRUST

Original beneficiary, under that certain Deed of Trust dated MARCH 13, 2008

and recorded MARCH 14, 2008 as Instrument No. 2008-0127474

Book N/A Page N/A, Official Records of the County of RIVERSIDE

State if California and

WHEREAS, the undersigned present beneficiary desires to substitute a new Trustee under said Deed of Trust in place and instead of AMERICAN TRUST DEED SERVICES

Now therefore, the undersigned hereby substitutes himself/herself/themselves as Trustee under said Deed of Trust and does hereby reconvey, without warranty, to the person or persons legally entitled hereto, the Estate now held by him thereunder. Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular numbers includes the plural.

The undersigned hereby accepts said appointment as trustee under the above deed of trust, and as successor trustee, and pursuant to the request of said owner and holder and in accordance with the provisions of said deed of trust, does hereby RECONVEY WITHOUT WARRANTY, TO THE PERSONS LEGALLY ENTITLED THERETO, all the estate now held by it under said deed of trust.

Ernest Oldham for Ernest Oldham Trust
 BENEFICIARY / NEW TRUSTEE OR ENO TRUST
 ERNEST OLDHAM FOR ERNEST OLDHAM TRUST OR ENO TRUST
 ERNEST

Dated: 4-5-2010

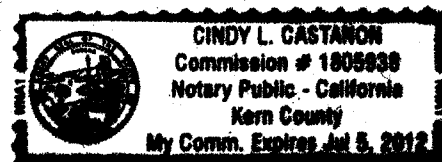
STATE OF CALIFORNIA
COUNTY OF Kern } ss.

ON April 5, 2010 before me, Cindy L. Castanon a Notary Public, personally appeared Ernest Oldham who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

NOTARY SEAL

WITNESS my hand and official seal.

Signature *Cindy L. Castanon*C
061

44

AGREEMENT AND RELEASE AND
Addendum to Real Estate Sales Contract Executed
By Ernest Oldham, Emma Hilario and ADAD LLC
Regarding the Transfer of Apn #'s 812-161-028 & 812-161-029

This Agreement and Release (the "**Agreement**"), is entered into as of April 5, 2010 (the "**Effective Date**"), by and between: 1) Ernest Oldham, individually and Ernest Oldham, on behalf of Ernest Oldham Trustee for Investors of Capital Investment Fund Inc. II, collectively (**Transferor**); and 2) Emma Hilario, Andre Deloje and ADAD LLC collectively (**Transferee**).

Recitals

- A. On March 13, 2008 Transferor and Transferee executed the "REAL ESTATE SALES CONTRACT" (attached herewith) **wherein Transferor sold and Transferee bought** Riverside County Tax Assessor's Parcel Numbers 812-161-028 and 812-161-029 (hereinafter "The Property" which was scheduled to go to Tax Auction on March 17, 2008.
- B. TRANSFEROR AND TRANSFEE DESIRE, SUBJECT TO THIS "AGREEMENT" and Addendum TO RATIFY, add to, and CONSUMATE, the "REAL ESTATE SALES CONTRACT".
- C. The March 13, 2008, deeds transferring the property executed by Transferor, and recorded March 14, 2008, did not correctly reflect the way Transferor held title to the property, as "Ernest Oldham Trustee for Investors of Capital Investment Fund Inc. II".
- D. Transferee purchased, on March 14, 2008, cashiers checks for Assessment Number 812161029-0 in the amounts of \$699.25, \$635.69 and \$14,122.95; and for Assessment Number 812161028-9 in the amounts of \$237.23, \$215.67 & 5,067.35; but did not pay them at the Tax Collectors office, upon discovering that the deeds just recorded did not reflect Transferor title AS "Ernest Oldham Trustee for Investors of Capital Investment Fund Inc. II".
- E. On March 14, 2008 pursuant to paragraph 11 of "REAL ESTATE SALES CONTRACT", Transferor, executed a deed, correctly transferring title, to Transferee, from "Ernest Oldham Trustee for Investors of Capital Investment Fund Inc. II"; which was recorded March 17, 2008 at 8:00am.
- F. Transferee was not allowed, by the Riverside County Tax Collector, to pay the taxes on March 17, 2008, prior to being auctioned off and "The Property" was sold at tax auction.
- G. In April 1, 2008 and May 9, 2008, upon requests from Global Discoveries, Transferor sold assignments, respectively, as: 1) Ernest Oldham; and 2) Ernest Oldham Trustee for Investors of Capital Investment Fund Inc. II; to collect overage proceeds regarding the tax auction.
- H. Transferee filed claims for overage proceeds from the tax sale of "The Property" in September 2008.
- I. In October 31, 2008, at the request of Global Discovery's attorney, C. Daniel Carroll of McCann & Carroll, Transferor and Christopher Oldham (Ernest Oldham's son), signed declarations alleging improper conduct from Transferee and that Transferor would have not sold the property to Transferee absent Transferee's conduct.

Deed of Trust, or a notarized Affidavit of Loss, if such note and Deed of Trust has been lost, stolen, destroyed or otherwise cannot be located, (ii) An executed Substitution of Trustee and Full Reconveyance by "Transferor" of Deed of Trust recorded 3/14/2008 as Doc # 2008-0127474, (iii) a fully executed counterpart copy of this Agreement, and (iv) a read and acknowledged copy of this agreement by Christopher Oldham.

2. **Representations and Warranties of "Transferor"**. Ernest Oldham and Ernest Oldham Trustee for Investors of Capital Investment Fund Inc. II, collectively ("Transferor"), hereby represents and warrants to Emma Hilario, Andre Deloje and ADAD LLC collectively ("Transferee") as follows:

- (a) **Title to "The Property"**. On March 14, 2008, Transferor conveyed by deed Riverside County Tax Assessor's Parcel Numbers 812-161-028 and 812-161-029 ("The Property"). "Transferor", herewith ratifies and affirms said conveyance and warrants Title to "The Property" to "Transferee" as of March 14, 2008.
- (b) **Execution and Delivery**. The execution and delivery of this Agreement will constitute a valid and binding obligation of "Transferor", enforceable against him in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally and except as may be limited by equitable principles.
- (c) **No rights in or to "The Property" or overage proceeds**. "Transferor" represents warrants and agrees that, from and after, March 14, 2008, the conveyance Date of "The Property", he shall neither have: an interest in, nor any rights whatsoever to acquire any interest in "The Property", including but not limited to overage proceeds from the Riverside County Tax Collector.
- (d) **Indemnification**. "Transferor" represents, warrants and covenants that he shall indemnify and hold harmless "Transferee", its employees, officers, directors and agents from any and all losses which arise directly or indirectly as a result of a breach of the representations, warranties and covenants set forth in this Agreement.
- (e) **Independent Investigation**. "Transferor", acknowledges, agrees, represents and warrants that (i) he has had ample opportunity to ask questions of and receive answers from "Transferee" concerning the transactions herein contemplated, including, without limitation, receipt of the Settlement Amount in respect of the overage proceeds from the Riverside County Tax Sale, and the releases granted hereby and hereunder, and all such questions have been answered to "Transferor's" satisfaction; (ii) he has conducted an independent investigation regarding the proposed disbursement of overage proceeds by the Riverside County Tax Collector, in making his determination to proceed with the transactions contemplated by this agreement, "Transferor" has relied solely on the results of such investigation; (iii) "Transferor" has otherwise received all information and data with respect to the Claims for Overage Proceeds which he or his representatives including Global Discoveries LTD and/or attorney C. Daniel Carroll have requested and have deemed relevant in connection with an evaluation of the merits and risks of accepting the Settlement Amount, and he does not desire any further information or data with Respect to the Claims for

to be filed, or otherwise voluntarily participate in the filing, investigation, and/or prosecution of any such charges, complaints, petitions or accusatory pleadings in any court or with any governmental agency.

3. **RELEASE OF CLAIMS**

(a) **Release of Claims by "Transferor"**. Notwithstanding the provisions of Section 1542 of the Civil Code of California, "Transferor" (Ernest Oldham and Ernest Oldham Trustee for Investors of Capital Investment Fund Inc. II, collectively), for himself and each of his heirs, executors, successors, agents, attorneys, representatives, and assigns (collectively, the "**Transferor Releasors**") hereby forever releases and discharges "Transferee" (Emma Hilario, Andre Deloje and ADAD LLC collectively), and each of its predecessors, successors, and past and present managers, directors, officers, general partners, limited partners, employees, members, agents and representatives (collectively "**Transferee Released Parties**") from any and all claims, demands, causes of action, obligations, contracts, agreements, debts and liabilities whatsoever, whether known or unknown, suspected or unsuspected, both at law and in equity, that the Transferor Releasor now has, has ever had or may hereafter have against any of the Transferee Released Parties arising contemporaneously with or prior to the Effective Date or on account of or arising out of the "REAL ESTATE SALES CONTRACT" of March 13, 2008, the underlying purchase and sale, the Riverside 2008 Tax Sale and the claims for overage proceeds by "Transferee" and/or any matter, cause or event occurring contemporaneously with or prior to the Effective Date (the "Transferor Released Claims"). Each Transferor Releasor hereby irrevocably agrees to refrain from directly or indirectly asserting any claim or demand or commencing (or causing to be commenced) any suit, action or proceeding of any kind, in any court or before any tribunal, against any Transferee Released Party based upon any Transferor Released Claim. Without limiting any of the terms hereof, each Transferor Releasor shall indemnify and hold harmless each Transferee Released Party from and against all loss, liability, claims, damage and expense (including costs of defense and reasonable attorneys' fees), whether or not involving third party claims, arising directly or indirectly from or in connection with the assertion by or on behalf of any Transferor Releasor of any claim or other matter purported to be released pursuant to this Agreement.

(b) **Full Waiver**. In furtherance of the intentions set forth herein, the Transferor Releasor hereby agrees that all rights under Section 1542 of the Civil Code of the State of California are hereby waived, and "Transferor" being aware of the said section 1542 hereby expressly waives and relinquishes any right or benefit which "Transferor" has or may have thereunder as well as under any other statute or common law principle with a similar effect as such relates to this mutual release. Section 1542 provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT

adequate remedy at law for any breach of his obligations hereunder, that any such breach may result in irreparable harm to "Transferee", and therefore, that upon any such breach or any threat thereof, "Transferee" shall be entitled to seek appropriate equitable relief, without the requirement to post bond, in addition to whatever remedies it might have at law. "Transferor" represents and warrants that he will notify "Transferee" in writing immediately upon becoming aware of the occurrence of any such unauthorized release or other breach of which it is aware, and shall indemnify "Transferee" for losses sustained as a result thereof.

5. MISCELLANEOUS

- (a) **Notices.** All notices, requests, demands and other communications that required or may be given under this Agreement must be in writing and will be deemed to have been duly given (i) when received, if personally delivered, (ii) the day after it is sent, if sent for next day delivery to a domestic address by a nationally recognized overnight delivery service (e.g., Federal Express), and (iii) three (3) days following the date of deposit in the U.S. mails, if sent by certified or registered U.S. mail, return receipt requested. In each case, such notice must be addressed to the parties at the addresses set forth on the signature page hereto, or to such changed address as a party provides to the other pursuant to this Section 5(a).
- (b) **Advice of Counsel.** "Transferor" acknowledges his understanding that he has been advised to consult with an attorney prior to executing this Agreement (and by his execution hereof acknowledges that he has so consulted with an attorney of his choice or has knowingly and voluntarily waived such consultation).
- (c) **Governing Law; Severability.** This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding that body of law relating to conflict of laws.
- (d) **Severability.** The finding by an arbitrator or a court of competent jurisdiction of the unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid or illegal. Such arbitrator or court shall have the authority to modify or replace the invalid or unenforceable term or provision with a valid and enforceable term or provision which most accurately represents the parties' intention with respect to the invalid or unenforceable term or provision. In the event that an arbitrator or court of competent jurisdiction determines that any portion of this Agreement is in violation of any statute or public policy and cannot modify or replace the invalid or unenforceable term or provision with a valid and enforceable term or provision which most accurately represents the parties intention with respect to the invalid or unenforceable term or provision, then only the portions of this Agreement which violate such statute or public policy shall be stricken, and all portions of this Agreement which do not violate any statute or public policy shall continue in full force and effect. Furthermore, any court order

- (i) **Entire Agreement; Modification.** This Agreement and the Recitals and Exhibits hereto constitutes the entire agreement between and among the parties hereto with respect to the subject matter hereof, and supersedes in their entirety all prior negotiations and agreements with respect to such subject matter, whether written or oral. This Agreement may not be altered or amended except by an instrument in writing executed by the parties hereto or their authorized representatives.
- (j) **Assignment.** Except as otherwise herein expressly provided for, neither this Agreement nor any rights hereunder may be assigned by "Transferor" without the prior written consent of "Transferee".
- (k) **Further Assurances.** The parties shall execute such additional documents and instruments and take such further action as may be reasonably necessary in order to implement the terms and provisions of this Agreement and to perfect the transfer or creation of interests contemplated herein.
- (l) **Construction.** The parties acknowledge that each party and such party's counsel have reviewed and revised, or have had an opportunity to review revise, this Agreement. This Agreement is to be interpreted without regard to the drafter. Therefore, if an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any party because of the authorship of any provision of this Agreement.
- (m) **Telecopy Execution and Delivery.** A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by facsimile or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties agree to execute and deliver an original of this Agreement as well as any facsimile, telecopy, or other reproduction hereof.
- (n) **No Admissions.** This Agreement shall not in any way be construed as an admission by "Transferee" or any Transferee Released Party that it has acted wrongfully with respect to "Transferor" or any other person, that "Transferor" has acted wrongfully, or that "Transferor" has any rights whatsoever against "Transferee" or any "Transferee" Released Party. "Transferee" specifically disclaims any liability to "Transferor" or any wrongful acts against "Transferor" or any other person, on the part of itself, its employees, agents and all Transferee Released Parties. Rather, "Transferee" and "Transferor" have entered into this Agreement in order to lend greater certainty to the existing state of affairs in exchange for the promises and considerations herein contained.
- (o) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all such counterparts together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

REAL ESTATE SALES CONTRACT

Identification of Parties

1. This contract is made on the date last written below, between ADAD LLC and EMMA HILARIO each as to an undivided $\frac{1}{2}$ interest as tenants in common, at 2118 Wilshire Blvd. # 1142, Santa Monica CA 90403, Ph (310) 459-7658, fax (310) 459-0774 hereinafter referred to as "Transferee";

and ERNEST OLDHAM at 5712 Rexroth Ave. Bakersfield, CA 93306-3737, PH.# (661) 872-8537 hereinafter referred to as "Transferor".

Recitals

2. Transferor owns the real property; Assessor's Parcel No's. 812-161-028 & 812-161-029. Transferor discloses: (1) that the property is tax defaulted and scheduled for tax auction on March 17, 2008 for the minimum bid of \$5790 & \$15,727 respectively (2) that there is or maybe a Judgment lien of unknown amount on the subject properties.

3. Transferor desires to sell the Property to Transferee and Transferee desires to purchase the Property.

4. The recitals set forth above are hereby incorporated by this reference and are made a part of this contract.

5. Transferor and Transferee agree that due to the unknown liens on the properties, this contract is deemed to be fair and equitable.

Consideration

6. In consideration of the mutual promises set forth below in the body of this contract, Transferor and Transferee agree as follows:

Obligation of Transferee

7. In consideration of the warranties and obligations to be performed by Transferor under this contract, Transferee will pay \$5000.00 in exchange for Quit Claim Deeds on the subject properties from the Transferor to the Transferee. In addition, Transferee shall pay the amount of \$20,000.00 made payable to Ernest Oldham Trust or ENO Trust (hereinafter "the Note") when the properties sell or in two (2) years, whichever comes first. A Deed of Trust for the \$20,000.00 note shall also be executed by the parties. Transferee shall record the Note and the Deed of Trust at the same time. Transferee shall be responsible for the unpaid taxes on the properties.

8. The property is sold by Transferor to Transferee in "As Is" condition.

Warranty

10. Transferor represents and warrants that he has not sold, assigned, transferred or in any way encumbered the property subsequent to acquiring it.

ENO

Successors and Assigns

18. Transferee may assign his rights and duties under this contract subject to the written consent of Transferor. This contract shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Transferor and Transferee.

Counterparts

19. This contract may be executed in counterparts, and or by facsimile, each of which shall be an original, but all of which shall constitute one and the same instrument.

Dated: 3-13-08

Ernest Oldham
ERNEST OLDHAM

Dated: 3/13/2008

Andre Deloje, member
ADAD LLC by Andre Deloje, member

Dated: 3/14/2008

Emma Hilario
EMMA HILARIO

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Release effective as of the date first written above.

TRANSFEROR

ERNEST OLDHAM
Date signed _____, 2010
Address: 5712 Rexroth Ave.
Bakersfield, CA 93906

TRANSFEROR

Ernest Oldham Trustee for Investors
of Capital Investment Fund Inc. II
BY ERNEST OLDHAM
Date signed _____, 2010
Address: 5712 Rexroth Ave.
Bakersfield, CA 93906

WITNESS

Read and Acknowledged

Christopher Oldham
Date signed 4/9, 2010
Address: 415 W 5th Ave #6203
ESCONDIDO CA 92025

TRANSFeree

EMMA HILARIO
Date signed _____, 2010
Address: 225 S. Lake Ave #300
Pasadena, CA 91101

TRANSFeree

ADAD LLC by Andre Deloje,
member
Date signed _____, 2010
Address: 2118 Wilshire blvd. #1142
Santa Monica, CA 90403

TRANSFeree

Andre Deloje,
Date signed _____, 2010
Address: 2118 Wilshire blvd. #1142
Santa Monica, CA 90403

This Deed of Trust is for the purpose of securing: 1. Payment of the indebtedness in the principal sum of \$ 20,000.00 evidenced by that certain promissory note of even date herewith made by Trustor, or any one of them, payable to Beneficiary or order, and any extension or renewal thereof, which promissory note is substantially in the following form; 2. Performance of each agreement of Trustor contained or incorporated herein by reference; 3. Payment of such sums as may be advanced by Beneficiary or Trustee to protect the security in accordance with the terms of this Deed of Trust, plus interest thereon at the rate set forth in said promissory note; and 4. Payment of such further sums as may be advanced by Beneficiary when evidenced by another promissory note (or promissory notes) reciting it is so secured.

PROMISSORY INSTALLMENT NOTE-INTEREST EXTRA, SECURED BY DEED OF TRUST

\$ 20,000.00 BAKERSFIELD CALIFORNIA MARCH 13, 2008
(City) (State) (Date)

In installments as herein stated, for value received, the undersigned maker(s) promise(s) to pay to

ERNEST OLDHAM TRUST OR ENO TRUST

at 5712 REXROTH AVE, BAKERSFIELD CA. 93306-3737 or order

the sum of TWENTY THOUSAND (\$20,000.00) DOLLARS,

with interest from MARCH 13, 2008 on the unpaid principal at the rate of

0% percent per annum, payable MARCH 13, 2010

and continuing until said interest has been fully paid; and principal payable in installments of NONE

Dollars or more on the N/A day of each N/A month,

beginning on the N/A day of N/A and continuing until said principal has been fully paid.

Payments shall be credited first to interest then due, and the remainder applied to principal. Should default be made in payment of installment of principal or interest when due, the whole sum of principal and accrued interest shall become immediately due, without notice, at the option of the holder of this note. Interest after maturity will accrue at the rate indicated above. Principal and interest are payable in lawful money of the United States. Each maker will be jointly and severally liable, and consents to the acceptance of security or substituted security for this note, and waives presentment, demand and protest and the right to assert any statute of limitations. A married person who signs this note agrees that recourse may be had against his/her separate property for any obligation contained herein. If any action be instituted on this note, the undersigned promise(s) to pay such sum as the Court may fix as attorney's fees. This Note is secured by a Deed of Trust of even date herewith.

Emma Hilario

EMMA HILARIO

ADAD LLC BY ANDRE DELOJE ITS AUTHORIZED

SIGNER

To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep the property in good condition and repair; not to remove, substantially alter or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting the property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire and, if required by Beneficiary, other insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to the extent permitted by law, to pay all costs and expenses, including the cost of evidence of title and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust or enforce the rights of Beneficiary or Trustee hereunder.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting the property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on the property or any part thereof, which appear to be prior or superior hereto; and all costs, fees and expenses of this Trust to the extent permitted by law.

(5) Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation to do so, and without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary

CASHIER'S CHECK

00600
Office AU # 11-24
1210(8)

Purchaser: LAW OFFICE OF EMMA HILARIO
Purchaser Account: 0290027879
Operator I.D.: cu022438

PAY TO THE ORDER OF ***ERNEST OLDHAM***

Twenty thousand dollars and no cents

WELLS FARGO BANK, N.A.
333 S GRAND AVE
LOS ANGELES, CA 90071
FOR INQUIRIES CALL (480) 394-3122

NOTICE TO PURCHASER - IF THIS INSTRUMENT IS LOST,
STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION
AND REISSUANCE, AS A CONDITION TO CANCELLATION AND
REISSUANCE, WELLS FARGO BANK MAY IMPOSE A FEE AND
REQUIRE AN INDEMNITY AGREEMENT AND BOND.

Purchaser Copy

FB004 MJ203 09761205

00600
Office AU # 11-24
1210(8)

Operator I.D.: cu022438

PAY TO THE ORDER OF ***ERNEST OLDHAM***

Twenty thousand dollars and no cents

WELLS FARGO BANK, N.A.
333 S GRAND AVE
LOS ANGELES, CA 90071
FOR INQUIRIES CALL (480) 394-3122

CASHIER'S CHECK

00600
Office AU # 11-24
1210(8)

Operator I.D.: cu022438

April 09, 2010

\$20,000.00

VOID IF OVER US \$ 20,000.00

WELLS FARGO BANK, N.A.
333 S GRAND AVE
LOS ANGELES, CA 90071
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 20,000.00

AUTHORIZED SIGNATURE

⑈0060008168⑈ ⑆121000248⑆4861 505295⑈

SERIAL #: 0060008168

ACCOUNT#: 4861-505295

April 09, 2010

\$20,000.00

VOID IF OVER US \$ 20,000.00

NON-NEGOTIABLE

0060008168

Security Features included. Details on Back.

I have received the %

Ernest Oldham

4-9-10

CLAIM SUMMARY

To: Riverside County Treasurer and Tax Collector

Assessors Parcel Number: 812-161-029-0
Last Assessee: OLDHAM ERNEST
Sale Date: 3/17/2008
Tax Sale Number: TC179
Item Number: 250
Deadline Date: 5/12/2009

Dear Treasurer/Tax Collector:

1. Claimant(s): Global Discoveries, Ltd.

The following proof of claim(s) for excess proceeds and documents are attached:

1. Deed to Ernest Oldham, Trustee, for Investors of Capital Investment Fund Inc. II
2. Assignment of Excess Proceeds signed by Ernest Oldham, Trustee for Investors of Capital Investment Fund, Inc. II
3. Assignment of Excess Proceeds signed by Ernest Oldham, an individual
4. Declaration of Ernest Oldham
5. Declaration of Christopher Oldham
6. Claim form(s) signed by Global Discoveries
7. Photo ID for Assignor: Ernest Oldham

Upon approval, claimant(s) request that the Treasurer and Tax Collector issue its warrant(s) as follows:

- One warrant in the amount of \$188,784.11+/- or 100% of the claimant's share of the excess proceeds made payable to Global Discoveries, Ltd. and mailed to P.O. Box 1748, Modesto, California 95353-1748.

Please address questions regarding the attached claim(s) to Jed Byerly, Chief Operating Officer, at (209) 593-3913, or e-mail to jed@globaldiscoveries.com.

The Client(s) and the staff of Global Discoveries, Ltd., thank you in advance for your timely review and approval of the attached claim(s).

RECEIVED
2009 MAY 12 PM 3:19
RIVERSIDE COUNTY
TREAS - TAX COLLECTOR



11/23/2002 08:00R Fee:10.00

Page 1 of 2

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



RECORDING REQUESTED BY:

CALIFORNIA CAPITAL FUND, INC.

When Recorded Mail Document
and Tax Statement To: ✓ERNEST OLDHAM
5712 REXROTH AVE.
BAKERSFIELD, CA. 93306

Escrow No.

Title Order No. ✓ TRA 100

APN: 812-161-028

812-161-029

M	S	U	PAGE	SIZE	DA	POOR	NOODR	IMP	MISC
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A	R	L				COPY	LONG	REFUND	NOCHG

GRANT DEED

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$ -0- City tax \$

[] computed on full value of property conveyed, or

[XX] computed on full value less value of liens or encumbrances remaining at time of sale,

[X] Unincorporated Area City of

COUNTY OF RIVERSIDE

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

CALIFORNIA CAPITAL FUND, INC.

hereby GRANT(S) to

ERNEST OLDHAM, TRUSTEE, FOR INVESTORS OF CAPITAL INVESTMENT FUND INC, II

the following described real property in the City of UNINCORPORATED AREA

County of RIVERSIDE

State of California:

SEE EXHIBIT "A" HERTO FOR COMPLETE LEGAL DESCRIPTION

DATED: August 17, 1999

STATE OF CALIFORNIA

COUNTY OF Kern

ON 8/17/99 before me,

Stacy Gillies personally appeared

Kent Gradowitz

CALIFORNIA CAPITAL FUND, INC.

BY: K/G

KENT GRADOWITZ, VICE PRESIDENT

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

Witness my hand and official seal.

Signature

MAIL TAX STATEMENT AS DIRECTED ABOVE

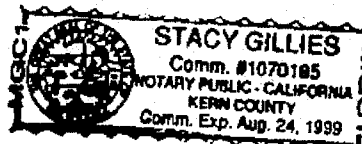


EXHIBIT "A"

LEGAL DESCRIPTION:

PARCEL 1:

THE WEST HALF OF SECTION 16 AND THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 22 EAST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN ON THE OFFICIAL UNITED STATES PLAT OF SURVEY OF SAID TOWNSHIP APPROVED OCTOBER 6, 1856.

EXCEPTING THEREFROM ALL OIL, GAS, SHALE, COAL, PHOSPHATE, SODIUM, GOLD, SILVER AND ALL OTHER MINERAL DEPOSITS CONTAINED IN SAID LAND AND FURTHER EXCEPTING THE RIGHT TO DRILL FOR AND EXTRACT SUCH DEPOSITS OF OIL AND GAS AND TO PROSPECT FOR, MINE AND REMOVE SUCH DEPOSITS OF OTHER MINERALS FROM SAID LAND AND TO OCCUPY AND USE SO MUCH OF THE SURFACE OF SAID LANDS AS MAY BE REQUIRED THEREFORE AS RESERVED IN PATENT RECORDED JULY 1, 1969 AS INSTRUMENT NO. 66727, RIVERSIDE COUNTY RECORDS, UPON COMPLIANCE WITH THE CONDITIONS AND SUBJECT TO THE PROVISIONS AND LIMITATIONS OF CHAPTER 5, PART I, DIVISION 6 OF THE PUBLIC RESOURCE CODE AND FURTHER RESERVING IN THE PEOPLE THE ABSOLUTE RIGHT TO FISH THEREUPON AS PROVIDED BY IN SECTION 25 OF ARTICLE I OF THE CONSTITUTION OF THE STATE OF CALIFORNIA.

PARCEL 2:

THAT CERTAIN PROPERTY SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 5 SOUTH, RANGE 22 EAST, SAN BERNARDINO BASE AND MERIDIAN;

EXCEPT THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER;

ALSO EXCEPT THAT PORTION LYING NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF MIDLAND ROAD AS CONVEYED TO THE COUNTY OF RIVERSIDE BY DOCUMENT RECORDED MAY 3, 1938 IN BOOK 373, PAGE 85 OF OFFICIAL RECORDS.



2002-035157
11/23/2002 00:00:00
2 of 2

ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the assignor as a "party of interest" must be provided at the time this document is filed with the Treasurer-Tax Collector. PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS.

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby assign to GLOBAL DISCOVERIES, LTD. my right to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 812-161-029-0, Tax Sale Number , Item 250 sold at public auction on 3/17/2008. I understand that the total of excess proceeds available for refund is \$ 189,273.00+/-, and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VALUABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning. 4-15-08

Ernest Oldham
(Signature of Party of Interest/Assignor) (Date)

Ernest Oldham, Trustee for Investors of Capital Investment Fund, Inc. II
(Name Printed)

✓ Tax ID/SS# [REDACTED]

5712 Rexroth Avenue
(Address)

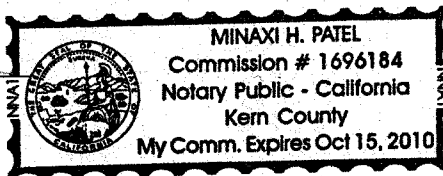
Bakersfield, CA 93306
(City/State/Zip)

STATE OF CALIFORNIA)
COUNTY OF Kern) ss.

661-872-8537
(Area Code/Telephone Number)

On 15 April 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Ernest Oldham who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
[Signature]
(Signature of Notary)



(This area for official seal)

I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest (assignor), pursuant to Section 4675 of the California Revenue and Taxation Code, all facts of which I am aware relating to the value of the right he is assigning, that I have disclosed to him the full amount of excess proceeds available, and that I HAVE ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN WITHOUT ASSIGNING THAT RIGHT.

[Signature]
(Signature of Assignee)

Jed Byerly, Chief Operating Officer
(Name Printed)

Tax ID/SS# [REDACTED]

Global Discoveries, Ltd.
(Address)

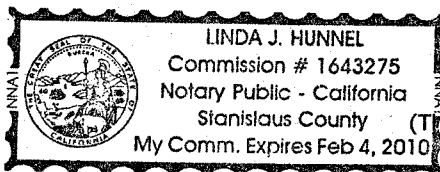
STATE OF CALIFORNIA)
COUNTY OF Stanislaus) ss.

P.O. Box 1748
Modesto, California 95353-1748
(City/State/Zip)

Phone: (209) 593-3913

On May 12 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared ***Jed Byerly*** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
[Signature]
(Signature of Notary)



(This area for official seal)

ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the assignor as a "party of interest" must be provided at the time this document is filed with the Treasurer-Tax Collector. PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS.

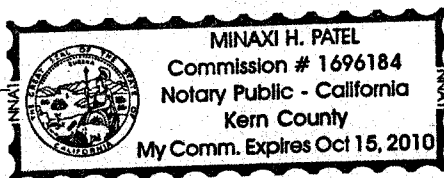
As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby assign to GLOBAL DISCOVERIES, LTD. my right to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 812-161-029-0, Tax Sale Number, Item 250 sold at public auction on 3/17/2008. I understand that the total of excess proceeds available for refund is \$ 189,273.00+/-, and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VALUABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning.

✓ Ernest Oldham Ernest Oldham (Signature of Party of Interest/Assignor) (Date) 4-15-08 (Name Printed)
 ✓ Tax ID/SS# [REDACTED] 5712 Rexroth Avenue (Address)
 Bakersfield, CA 93306 (City/State/Zip)

STATE OF CALIFORNIA) ss. 661-872-8537
 COUNTY OF Kern) (Area Code/Telephone Number)

On 15th April 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Ernest Oldham who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
[Signature]
 (Signature of Notary)



(This area for official seal)

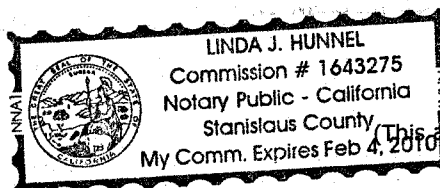
I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest (assignor), pursuant to Section 4675 of the California Revenue and Taxation Code, all facts of which I am aware relating to the value of the right he is assigning, that I have disclosed to him the full amount of excess proceeds available, and that I HAVE ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN WITHOUT ASSIGNING THAT RIGHT.

[Signature] (Signature of Assignee)
 Tax ID/SS# [REDACTED]
Jed Byerly, Chief Operating Officer (Name Printed)
Global Discoveries, Ltd. (Address)

STATE OF CALIFORNIA) ss. P.O. Box 1748
 COUNTY OF Stanislaus) Modesto, California 95353-1748 (City/State/Zip)
 Phone: (209) 593-3913

On May 12, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared ***Jed Byerly*** 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. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
[Signature]
 (Signature of Notary)



(This area for official seal)

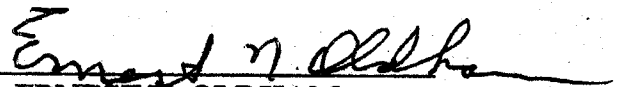
7. Based upon the representations of Mr. Deloje and my inability to pay the past due real property taxes, and after discussing the matter with my son Christopher, I agreed to sell the Subject Property to Mr. Deloje on the terms which he offered.

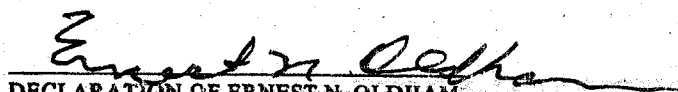
8. On or about March 13, 2008, I signed a Real Estate Sales Contract ["the Contract"] to sell the Subject Property to Mr. Deloje for the sum of \$25,000, payable \$5,000 in cash and \$20,000 in the form of a Promissory Note secured by a Deed of Trust recorded against the Subject Property. A true and correct copy of that contract is attached hereto as Exhibit "A" and incorporated herein by reference. At that same time, I signed separate Deeds conveying the Subject Property to Mr. Deloje and his company, ADAD, LLC. After signing the Contract, I received the sum of \$5,000 from Mr. Deloje.

9. At the time that I signed the Agreement with Mr. Deloje, I did not know of excess proceeds or my right to recover excess proceeds from the tax sale from the County.

10. Had I known of my rights to claim the excess proceeds from the tax sale from the County, Oldham would not have sold the Subject Property to Mr. Deloje.

I declare under penalty of perjury that the foregoing is true and correct.
Executed on October 31, 2008 at Kern County, California.

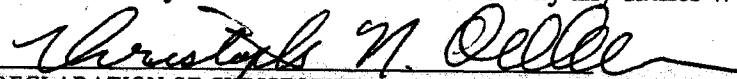

ERNEST N. OLDHAM


DECLARATION OF ERNEST N. OLDHAM
Page 2 of 2

DECLARATION OF CHRISTOPHER OLDHAM

I, CHRISTOPHER OLDHAM, do hereby declare:

1. I am over the age of eighteen (18) years and a resident of San Diego County, California. The facts set forth in this Declaration are true of my own personal knowledge. If called to testify as a witness in this matter, I could, and would, testify truthfully and competently to the facts set forth herein.
2. The real property which is the subject of this Declaration is identified as Riverside County Tax Assessor's Parcel Numbers 812-161-028-0 and 812-161-029-0 [hereinafter "the Subject Property"].
3. At all times between June 14, 2004 and March 17, 2008, my father, Ernest N. Oldham, was the owner of the Subject Property. My father acquired the Subject Property through a settlement with California Capital Fund, Inc, Max Gradowitz, et al, in San Diego County Superior Court Case No. 243461SPC.
4. On or about March 13, 2008, my father was contacted by a person named Andre Deloje ["Mr. Deloje"] who represented to him that the Subject Property was about to be sold by Riverside County at its tax sale, and that if the property was sold by the County my father would lose the Subject Property and receive nothing. Mr. Deloje represented to my father that he would purchase the Subject Property from my father for the sum of \$25,000, payable \$5,000 in cash and \$20,000 in the form of a Promissory Note secured by a Deed of Trust recorded against the Subject Property. Mr. Deloje told my father that if he acquired the Subject Property he intended to pay the past due real property taxes to the County.
5. My father and his friend, Julie FERGUSON, telephoned me immediately after this conversation with Mr. Deloje, related the details to me, and asked me to speak with Mr. Deloje to better understand the facts.
6. On or about March 13, 2008, Mr. Deloje called me and affirmed the above representations to me in a telephone conversation. Mr. Deloje never mentioned the term "excess proceeds" during his conversation with me. Mr. Deloje led me to believe that if the real property taxes were not paid and the Subject Property was sold at the County's tax sale there was no way my father would receive anything.


DECLARATION OF CHRISTOPHER OLDHAM
Page 1 of 2

7. Based upon the representations of Mr. Deloje and my father's inability to pay the past due real property taxes, I advised my father to sell the Subject Property to Mr. Deloje on the terms which he offered.

8. At the time that my father signed the Agreement with Mr. Deloje, I did not know of excess proceeds or my right to recover excess proceeds from the tax sale from the County.

9. Had I known of my father's rights to claim the excess proceeds from the tax sale from the County, I would not have advised my father to sell the Subject Property to Mr. Deloje on the terms which he offered, and we would have waited to claim the excess proceeds from the County.

I declare under penalty of perjury that the foregoing is true and correct.
Executed on October 31, 2008 at San Diego County, California.


CHRISTOPHER OLDHAM

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 812-161-029-0

Tax Sale Number: TC179

Item Number: 250

Date of Sale: 3/17/2008

The undersigned claimant, Global Discoveries, Ltd., claims \$188,784.11+/- or 100% of the claimant's share of the actual amount of excess proceeds from the sale of the property referenced above.

Global Discoveries, Ltd., claims its status as a party of interest pursuant to Section 4675 of the California Revenue and Taxation Code based upon the attached documentation:

Please refer to Claim Summary and attached Documents

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

Executed this 12TH day of May, 2009 at Modesto, California.

By: [Signature]
Jed Byerly, Chief Operating Officer
Global Discoveries, Ltd. Tax ID # 77-0558969
P.O. Box 1748
Modesto, CA 95353-1748
(209) 593-3913

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of California)

County of Stanislaus)

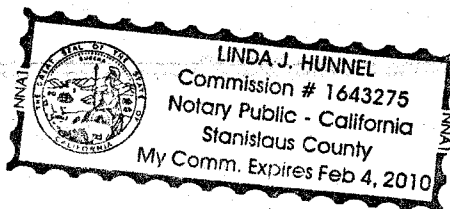
On May 12, 2009 before me, Linda J Hunnel Notary Public personally appeared
(Date) (here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

[Signature] (seal)
Signature of Notary Public



DRIVER LICENSE

CLASS: C

EXPIRES 05-02-09



ERNEST NEAL OLDHAM
5712 REXROTH
BAKERSFIELD CA 93306

SEX: M HAIR: GRY
HT: 5-09 WT: 160

EYES: GRY
DOB: 05-02-24

RSTR: CORR LENS

Ernest N Oldham

04/01/2004 529 33 FD/09

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DL TULATED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: Paul McDonnell, Treasurer and Tax Collector

Re: Claim for Excess Proceeds

TC 179 Item 250 Assessment No.: 812161029-0

Assessee: OLDHAM, ERNEST TR

Situs: NONE

Date Sold: March 17, 2008

Date Deed to Purchaser Recorded: May 12, 2008

Final Date to Submit Claim: May 12, 2009

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 20,000 from the sale of the above mentioned real property. I/We were the ☒ lienholder(s), ☐ property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2008-0127474, recorded on 03/14/2008. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

deed of trust and assignment of rents with promissory installment note on pg 2

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tentants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 28th day of november, 2008 at Bakersfield, California
County, State

Ernest Oldham
Signature of Claimant

Ernest Oldham Tr.

Print Name

5712 Rexroth ave.

Street Address

Bakersfield, CA 93306-3737

City, State, Zip

Phone Number

Signature of Claimant

Print Name

Street Address

City, State, Zip

Phone Number

DOC # 2008-0127474

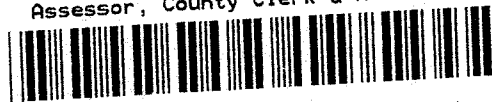
03/14/2008 08:00A Fee:28.00

Page 1 of 5

Recorded in Official Records
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



RECORDING REQUESTED BY

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

NAME **ERNEST OLDHAM TRUST OR**
STREET **ENO TRUST**
ADDRESS **5712 REXROTH AVE**
CITY **BAKERSFIELD, CA**
STATE **93306-3737**
ZIP

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026

DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 13 day of MARCH, 2008
between EMMA HILARIO AND ADAD LLC AN ARKANSAS LIMITED LIABILITY CO.

whose address is 2118 WILSHIRE BLVD. # 1142, SANTA MONICA CA 90403 (City) (State) (Zip)
herein called Trustor,

AMERICAN TRUST DEED SERVICES, herein called Trustee, and

ERNEST OLDHAM TRUST OR ENO TRUST, herein called Beneficiary.

Trustor irrevocably grants, transfers and assigns to Trustee, in trust, with power of sale, all that real property in the City of UNINCORPORATED, County of RIVERSIDE, State of CALIFORNIA, described as:

473.24 ACRES M/L IN POR OF SEC 16 T5S R22E for total description see assessors
maps APN #'S 812-161-028 AND 812-161-029

TOGETHER with all rights, privileges, title and interest which Trustor now has or may hereafter acquire in or to said property, including, without limitation, the rents, issues and profits thereof, and with the appurtenances and all buildings and improvements now or hereafter placed thereon, it being understood and agreed that all classes of property, attached or unattached, used in connection therewith shall be deemed fixtures and subject to the property above described;

SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary hereinbelow to collect and apply such rents, issues and profits;

(For purposes of this instrument all of the foregoing described property, property rights and interests shall be referred to as "the property.")

MAIL TAX STATEMENT TO:

SAME AS ABOVE

Trustee being authorized to enter upon the property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(6) To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the terms of this Deed of Trust, with interest from date of expenditure at the rate set forth in the aforesaid promissory note.

(7) That any award of damages in connection with any condemnation for public use or injury to said property or any part hereof is hereby assigned and shall be paid to beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(8) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(9) That at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said promissory note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of the property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(10) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said promissory note to Trustee for cancellation and retention and upon repayment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(11) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during continuance of these Trusts, to collect the rents, issues and profits of the property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in his own name sue for or otherwise collect such rents issues and profits, including those past due and unpaid, and apply the same less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of the property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(12) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the property, which notice Trustee shall cause to be filed for record. Beneficiary shall also deposit with Trustee this Deed of Trust, said promissory note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust to the extent permitted by law, including the cost of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate set forth in the aforesaid promissory note; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

Immediately after such sale, Trustor shall surrender possession of the property to the purchaser, in the event possession has not previously been surrendered by Trustor, and upon failure to vacate the property, Trustor shall pay to the purchaser the reasonable rental value of the property, and/or at purchaser's option, may be dispossessed in accordance with the law applicable to tenant's holding over.

(13) That Trustor, or if the property shall have been transferred, the then record owner, together with Beneficiary, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged by each and recorded in the office of the recorder of the county or counties where the property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded, the name and address of the new Trustee, and such other matters as may be required by law. If notice of default shall have been recorded, this

power of substitution cannot be exercised until after the costs, fees, and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt thereof upon such instrument of substitution. The procedure herein provided for substitution of Trustees shall be exclusive of all other provisions for substitution, statutory or otherwise, to the extent permitted by law.

(14) That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the promissory note secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural, and all obligations of each Trustor hereunder are joint and several.

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

(16) Without affecting the liability of Trustee or of any other party now or hereafter bound by the terms hereof for any obligation secured hereby, Beneficiary may, from time to time and with or without notice as he shall determine, release any person now or hereafter liable for the performance of such obligation, extend the time for payment or performance, accept additional security, and alter, substitute or release any security.

(17) Trustee or Beneficiary may enter upon and inspect the premises at any reasonable time.

(18) No remedy hereby given to Beneficiary or Trustee is exclusive of any other remedy hereunder or under any present or future law. No delay on the part of Trustee or Beneficiary in enforcing their respective rights or remedies hereunder shall constitute a waiver thereof.

(19) Trustor waives the right to assert at any time any statute of limitations as a bar to any action brought to enforce any obligation hereby secured.

(20) Should Trustor, without Beneficiary's written consent, voluntarily sell, transfer or convey his interest in the property or any part thereof, or if by operation of law, it be sold, transferred or conveyed, then Beneficiary may, at its option, declare all sums secured hereby immediately due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent of future or successive transactions.

(21) The invalidity or unenforceability of any provision herein shall not affect the validity and enforceability of any other provision.

Each undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder shall be mailed to him at the address hereinabove set forth.

Emma Hilario

EMMA HILARIO

STATE OF _____

COUNTY OF _____

On _____ before me, _____ (NAME/TITLE, i.e. "JANE DOE, NOTARY PUBLIC")

personally appeared _____

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

WITNESS my hand and official seal.

SEE ATTACHED
NOTARIAL
CERTIFICATE

(SIGNATURE)

(SEAL)

Andre DeLoje, member
ADAD LLC BY ANDRE DELOJE ITS AUTHORIZED
SIGNER

RIGHT THUMBPRINT (Optional)

TOP OF THUMB HERE



RIGHT THUMBPRINT (Optional)

TOP OF THUMB HERE



CAPACITY CLAIMED BY SIGNER(S)
☐ INDIVIDUAL(S)
☐ CORPORATE

OFFICERS

☐ PARTNER(S) (TITLES)
☐ LIMITED
☐ GENERAL

☐ ATTORNEY IN FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES)):

State of California)
County of Kern)

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

On March 14, 2008 before me, Robert P. Wheaton, Notary Public
(here insert name and title of the officer)

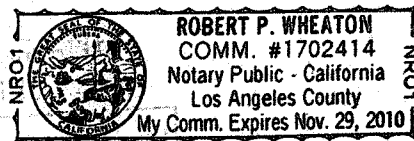
personally appeared Andre Deloje and Emma Hilario

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

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

WITNESS my hand and official seal.

Signature Robert P. Wheaton



(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document

intended for the purpose of Deed of Trust and Assignment of Rents
containing 4 pages, and dated March 13, 2008

The signer(s) capacity or authority is/are as:

- ☒ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)

☒ Other: Member

representing: ADAD, LLC

Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # 25 Entry # 1-2

Notary contact: Robert P. Wheaton

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: Paul McDonnell, Treasurer and Tax Collector

Re: Claim for Excess Proceeds

TC 179 Item 250 Assessment No.: 812161029-0

Assessee: OLDHAM, ERNEST TR

Situs: NONE

Date Sold: March 17, 2008

Date Deed to Purchaser Recorded: May 12, 2008

Final Date to Submit Claim: May 12, 2009

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 6,571.97 from the sale of the above mentioned real property. I/We were the ☒ lienholder(s), ☐ property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. _____; recorded on _____. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

I paid the delinquent taxes in the amt of \$5,413.60 plus the 2001 2002 1st Installment of \$1,158.37 totaling \$6,571.97.

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tentants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 1st day of July, 2008 at Bakersfield, CA. 93309

County, State

Signature of Claimant

Signature of Claimant

Max J. Gradowitz

Print Name

MARTA GRADOWITZ

Print Name

7408 Las Cruces Ave

Street Address

Same

Street Address

Bakersfield, CA. 93309

City, State, Zip

Same

City, State, Zip

661-342-4057

Phone Number

Same

Phone Number

MAX J GRADOWITZ
MARTA GRADOWITZ
7408 LAS CRUCES (661) 834-1635
BAKERSFIELD, CA 93309

Master
Relationship/Account: 6006
Date 2-25-01
18-66/1220
2556

Pay to the Order of County of Riverside - Juv Collecta \$6,571.97

By Howard Frio Kunkel Deputy Sheriff 097 Dollars ☒ Security Features
Not Included
Details on Back

Bank of America
Marktplane Plaza
9000 Ming Ave
Bakersfield CA
661 633 5380



For [Redacted] Paul Stewart NP