

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

127A



FROM: Don Kent, Treasurer/Tax Collector

SUBMITTAL DATE:
AUG 08 2012

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 182, Item 204.
Last assessed to: Thomas E. Patrick, Trustee of his Revocable Living Trust.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve the claim from Nationwide Asset Recovery Services, agent for Jennifer L. Patrick, Successor Trustee of The Thomas E. Patrick Revocable Living Trust AKA The Patrick Family Trust for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 517250023-1;

(Continued on Page 2)

BACKGROUND: (Continued on page two)


Don Kent, Treasurer-Tax Collector

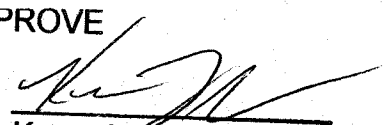
FINANCIAL DATA	Current F.Y. Total Cost:	\$ 3,614.53	In Current Year Budget:	NO
	Current F.Y. Net County Cost:	\$ 0.00	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ 0.00	For Fiscal Year:	2012-13

SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

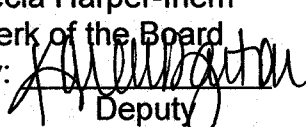
BY: 
Karen L. Johnson

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: September 25, 2012
xc: Treasurer, Auditor

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

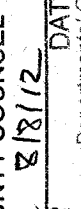
Prev. Agn. Ref.:

District: 5/5

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

9.22

FORM APPROVED COUNTY COUNSEL
BY:  DALE A. GARDNER
DATE: 8/18/12
Departmental Concurrence

Consent ☐ Policy ☒
Consent ☐ Policy ☒

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

BOARD OF SUPERVISORS

Form 11:

Page 2

RECOMMENDED MOTION: (continued)

- 2) Authorize and direct the Auditor-Controller to issue a warrant to Nationwide Asset Recovery Services, agent for Jennifer L. Patrick, Successor Trustee of The Thomas E. Patrick Revocable Living Trust AKA The Patrick Family Trust in the amount of \$3,614.53, no sooner than ninety days from the date of this order, unless pursuant to the California Revenue and Taxation Code Section 4675, an appeal has been filed in Superior Court.

BACKGROUND: (Continued)

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, the Tax Collector conducted the March 16, 2009 public auction sale. The deed conveying title to the purchasers at the auction was recorded May 5, 2009. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on June 4, 2009, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

The Treasurer-Tax Collector has received one claim for excess proceeds:

- 1) Claim from Nationwide Asset Recovery Services, agent for Jennifer L. Patrick, Successor Trustee of The Thomas E. Patrick Revocable Living Trust AKA The Patrick Family Trust based on an Authorization for Agent to Collect Excess Proceeds dated March 28, 2009 and January 29, 2011, a Grant Deed recorded June 30, 1993 as Instrument No. 250833, The Thomas E. Patrick Revocable Living Trust AKA The Patrick Family Trust and the death certificate of Thomas E. Patrick.

Pursuant to Section 4675 (a) & (c) & (f) of the California Revenue and Taxation Code, it is the recommendation of this office that Nationwide Asset Recovery Services, agent for Jennifer L. Patrick, Successor Trustee of The Thomas E. Patrick Revocable Living Trust AKA The Patrick Family Trust be awarded excess proceeds in the amount of \$3,614.53. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion.

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: 182 Item: 204 Assessment No.: 517-250-023-1

Assessee(s): Thomas E. Patrick

Situs: None

Date Sold: March 16, 2009

Date Deed to Purchaser Recorded: May 5, 2009

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of **\$4,145.00** (approx.) 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. 63093 (Book 35, Pages 50, 51 and 52) recorded on 6/30/1993. 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.

Owner by Deed

Documents Attached: Copy of the Deed

If the property is held in Joint Tenancy, the tax sale process has severed this Joint Tenancy, and all Joint Tenants 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 March, 2009 at Van Nuys CA
County, State

Thomas E. Patrick
Signature of Claimant

X
Signature of Claimant

Thomas E. Patrick

19211 Haynes St. #5
Reseda, CA 91335-5853

(310) 570-6206

SCO 8-21 (1-99)

MICHAEL BERGER REQUESTED BY
Law Offices of Michael Berger
18260 Ventura Blvd., Suite 200
Sherman Oaks, CA 91403-5507
AND WHEN RECORDED MAIL THE DEED AND UNLESS
OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

Name [Mr. Thomas Patrick
Address [17552 Index Street
Granada Hills, CA 91344

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

JUN 30 1993

Notary Public
L. J. [Signature]
Notary Public
No. 12345

This Order No. _____ Escrow No. _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$ -0-

☐ Computed on full value of property conveyed, or

☐ Computed on full value less value of liens or encumbrances remaining at time of sale, and

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

THOMAS E. PATRICK, a single man

hereby GRANT(S) to THOMAS ^{E.}PATRICK, Trustee of his REVOCABLE LIVING TRUST

the following described real property in the Palm Springs
County of Riverside State of California:

Lot No. 598 San Geronimo Pass #7, as shown by map on file in
Book 36, Pages 65, 66, 67, of Maps, Riverside County Records.

Lot 23, of West Palm Springs Village, Unit No. 1, as shown
by Map on file in Book 35, Pages 50, 51 and 52 of Maps,
Riverside County Records..

***THIS CONVEYANCE TRANSFERS THE GRANTOR'S INTEREST
INTO HIS REVOCABLE LIVING TRUST, R & T 1911***

Dated

6/18/93

THOMAS E. PATRICK

STATE OF CALIFORNIA

COUNTY OF Los Angeles

On June 18, 1993 before me,

personally appeared THOMAS E. PATRICK

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

[Signature]



(This area for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

Index Street, Granada Hills, CA 91344

5000777
63093

THE THOMAS E. PATRICK REVOCABLE LIVING TRUSTA.K.A.THE PATRICK FAMILY TRUSTARTICLE FIRSTFACTS AND DECLARATIONS1. Name.

For convenience, this Trust shall be known as "THE THOMAS E. PATRICK REVOCABLE LIVING TRUST", a.k.a., "THE PATRICK FAMILY TRUST".

2. Trustor.

The Trustor is THOMAS E. PATRICK.

3. Original Trustee.

The Trustees is, THOMAS E. PATRICK.

A. Successor Trustee.

Upon the death, resignation or inability of THOMAS E. PATRICK, to serve as Trustee of the Trust set forth herein, then ROBERT FALLER, shall serve as sole Trustee. If, for any reason, ROBERT FALLER shall become unwilling or unable to serve as a Successor Trustee, then ~~FIRST INTERSTATE BANK~~ *Jeanette Patrick* shall serve as the sole Successor Trustee, in his place instead.

B. Resignation of Trustee.

The Trustee, original or Successor, may resign by giving written notice to the Trustor or to the adult beneficiaries and by conveying the Trust to their successor or successors. If no Successor Trustee is named, then the Trustee last serving may

appoint a Successor Trustee, or if no Successor is named, then the resignation shall be effective upon appointment by a Court of competent jurisdiction of a Successor Trustee.

C. Compensation of Trustee.

Trustees shall be entitled to reasonable compensation for their ordinary services hereunder, for any extraordinary services performed by them and for all services in connection with the termination of the Trust in whole or in part.

D. Use of "Trustees".

Hereinafter, the original and Successor Trustee shall be referred to in the plural form.

E. Powers of Successor Trustee.

Successor Trustees shall have the same rights, powers discretions and immunities as the original Trustees.

F. No Bond.

No bond or other security shall be required of the Trustees named herein or of any Successor Trustees for the faithful performance of their duties in any State or jurisdiction.

4. Trust Estate.

THOMAS E. PATRICK, called the "Trustor", or the "Trustee", depending on the context, declares that he sets aside and holds in Trust the property described in Schedule "A", attached to this instrument.

A. Property to Retain Its Character.

All property now or hereafter conveyed or transferred to the Trustees, to be held by the Trustee pursuant to

this Trust, which was separate property at the time of such a conveyance or transfer, shall remain, respectively, the separate property of the Trustor.

ARTICLE SECOND

ADMINISTRATIVE PROVISIONS

1. If a Beneficiary is no Longer an Eligible Beneficiary.

Whenever the right of any beneficiary to payments from the net income or principal of any Trust provided for in this Declaration shall terminate, either by reason of death or other cause, any accrued net income from such Trust undistributed by the Trustees on the date of such termination shall be held, administered, and distributed by the Trustees in the same manner as if such income had accrued and been received by the Trustees after the date such beneficiary's right to receive payments from such Trust terminated.

2. Accounting by Trustees.

The Trustees shall periodically, at least annually, prepare and deliver to the Trustor, or the then income beneficiary mentioned in the Declaration, an accounting in writing of the Trustees' administration of the Trusts provided for in this Declaration. Written approval of any such accounting signed by the Trustor or beneficiary shall constitute an absolute release of the Trustees from any and all liability for any matters stated in such accounting. Such approval and release shall be binding not only on the Trustor or beneficiary who signed it, but on the

administrators, executors, successors and assigns of each Trustor or beneficiary.

3. Distributions in Kind.

On any division of the assets of the Trust Estate into Trusts or separate shares and on any final or partial distribution of the assets of the Trust Estate or any Trust or separate share provided for in this Declaration, the Trustees in their absolute discretion, may divide and distribute such assets in kind, may divide or distribute undivided interests in such assets, or may sell all or any part of such assets and make division or distribution in cash or partly in cash and partly in kind. The decision of the Trustees either prior to, or on any division or distribution of such assets, as to what constitutes a proper division of such assets of the Trust Estate or any Trust provided for in this Declaration, shall be binding on all persons in any manner interested in any Trust provided for in this Declaration.

4. "Issue", "Children", "Grandchildren", Defined.

The terms "Trustor's child", and "child of Trustor", singularly, and "Trustor's children", and "children of the Trustor", collectively, shall mean a person lawfully adopted by Trustor during the person's minority and a child born to Trustor before or after the date of the execution of this instrument. The terms, "Trustor's grandchild", and "grandchild of Trustor", singularly, and "Trustor's grandchildren", and "grandchildren of Trustor", collectively, shall mean the children of Trustor's children. The terms "child", "children", and "issue", shall mean

all of a person's legitimate children or issue, and children or issue lawfully adopted during their minority before or after this instrument is signed.

5. California Law Governs.

This Declaration of Trust and the validity of, construction of, and all rights under the Trusts provided for in this Declaration shall be governed by the laws of the State of California.

6. Severability Clause.

Should any provision of this Declaration be or become invalid or unenforceable, the remaining provisions of this Declaration shall be and continue to be fully effective.

7. "Trusts" Defined.

The terms "Trusts", "Trust", or "any Trust provided for in this Declaration" shall, as used in this Declaration, mean not only the specifically named Trusts established herein, but any share or partial share of those Trusts set aside for the benefit of any beneficiary.

8. Perpetuities Savings Clause.

Unless sooner terminated as otherwise provided in this Declaration, all of the Trusts provided for in this Declaration shall terminate twenty-one (21) years after the date of death of the last to die of the group composed of the Trustor, Trustor's issue and any person named in this Declaration of Trust, living at the date of the Trustor's death. All principal and undistributed income of any Trust so terminated shall be

distributed to the then income beneficiaries of that Trust in the proportions in which they are, at the time of termination, entitled to receive the income. However, if the rights to income are not then fixed by the terms of the Trust, distribution under this provision shall be made in equal shares to those beneficiaries who are then entitled or authorized to receive income payments.

9. Actions by One Co-Trustee.

If Co-Trustees are serving, any Co-Trustee acting alone may (i) sign checks, make withdrawals, enter a safe-deposit box, buy and sell through a brokerage account, unless a signature card for a bank account, savings and loan account, brokerage account, or safe-deposit box, specifically requires otherwise, and (ii) engage in all acts necessary to facilitate the Trust's purchase or sale, or both, of real property, including, without limitation, signing deposit receipts, escrow instructions, loan documents, and grant deeds.

10. Incidents of Ownership.

Where any Trust established by this document contains an insurance policy on the life of a Trustee, that Trustee shall be precluded from making any decision or having any "incident of ownership", as that phrase is defined in Internal Revenue Code Section 2042(2), and the Regulations promulgated by the Internal Revenue Service in connection with said section, with respect to that policy. Any decision in respect of said policy shall be made by the Co-Trustee, if any, or if there is no Co-Trustee, by the Successor Trustee.

11. Titles.

Titles of articles and paragraphs in this Trust Agreement are used for convenience of reference only. Any conflict between such titles and the text shall be resolved in favor of the text.

12. No Contest Clause.

If any beneficiary under this Trust Agreement, in any manner, directly or indirectly, contests or attacks this Trust, any of its provisions, or any provision of Trustor's Will, then such beneficiary shall thereby absolutely forfeit any and all beneficial interest which such beneficiary might otherwise have under this Trust instrument and the interest of such beneficiary shall thereafter be distributed as if such beneficiary was deceased.

13. "Survive".

The term "survive", shall mean to survive the party indicated by sixty (60) days.

14. Disclaimers.

At any time, or from to time, after the date of the creation herein of an interest in property which may, or does benefit a person, or of the grant to a person under this instrument of a power affecting property, such person entitled to the interest, or granted the power, shall have the right to disclaim such interest or power, or portion thereof, to which such person would otherwise be entitled under the terms and provisions of this Declaration. However, such disclaimer must be made in writing, and

in accordance with applicable State laws and Internal Revenue Code Section 2518, or its successor provision. In the event of such disclaimer, the disclaimant shall be deemed to have predeceased the date of the event with respect to which the disclaimant's rights hereunder would have matured, relating to the disclaimed interest or power or portions thereof, created or granted under this Declaration.

15. Exculpation of Trustee.

No Trustee shall be liable for any mistake or error of judgment in the administration of this Trust, unless resulting from that Trustee's own bad faith or gross negligence, so long as that Trustee continues to discharge the duties of a Trustee and exercise the powers of a Trustee in a fiduciary capacity primarily in the interest of the beneficiary hereunder.

16. Mandatory Resignation of Individual Trustee.

Any individual Trustee shall be deemed to have automatically resigned, without further act on the Trustee's part, immediately upon receipt by the first Successor Trustee of an acknowledged, written instrument executed by two licensed physicians. The physicians must represent in the written instrument that they are certified by a recognized Medical Special Board, that they have examined the Trustee, and that the physicians have concluded from such examination that by reason of accident, physical or mental illness, progressive or intermittent physical or mental deterioration, or other similar cause, the Trustee has become unable prudently to exercise the powers as a Trustee in the

best interest of the beneficiaries of the Trust. The expenses of any such examination shall be paid out of the Trust Estate.

17. Additions to Trust.

Other property acceptable to the Trustees may be added to the Trust by any person, including, without limitation, proceeds of insurance as and when received, the proceeds of a pension, profit sharing or retirement plan, and any property added under the Will of any person. Unless otherwise specified in this instrument or in any other instrument of transfer, any addition to any share which shall have been subdivided into multiple shares shall augment proportionately the share into which such share shall have been divided.

A. Additions to Distributed Shares.

Any addition to a share which at such time shall have been wholly distributed shall be distributed to the beneficiary thereof or if the beneficiary shall not be then living, to the beneficiary's then living issue, upon the principle of representation. Any addition to a share which at such time shall have been partially distributed shall augment proportionately the distributed and undistributed portions of such share.

B. Powers of Appointment.

Any addition to a share over which a power of appointment has been exercised shall be held in a separate share or distributed as if the power had not been exercised, unless the instrument exercising such power shall specify the manner in which a subsequent addition to such share shall be distributed.

18. Notices Re: Birth, Marriage, Death, Etc.

Until the Trustees shall receive written notice of any birth, marriage, death or other event upon which the right to payments may depend, they shall incur no liability to persons whose interest may have been affected by that event for disbursements made in good faith.

19. "Education" Defined.

The term "education" shall include but not be limited to private primary and secondary schooling, vocational training, study at an institution of higher learning, and graduate and professional education, if profitably pursued in the discretion of the Trustees, and shall encompass not only tuition, but also costs incidental to education such as, without limitation, books, travel, suitable clothing, reasonable allowance, room and board.

ARTICLE THIRD

POWERS OF TRUSTEES

In General. The Trustees, whether one or more than one, are hereinafter referred to in the plural number. In extension and not in limitation of the powers given to the Trustees by law or by other provisions of this instrument, the Trustees shall have the

following powers with respect to the Trust, separate shares, and separate Trusts established under this instrument, as well as with respect to the property subject to the Trust, separate shares, and separate Trusts, in each case to be exercised from time to time, in their sole discretion and without Order of Court, and without the necessity of giving notice to any beneficiary:

1. Businesses.

To continue for such time as in their absolute discretion they deem it advisable to so do, to hold, retain, manage and/or operate at the risk of the Trust Estate, and not at the risk of the Trustees, any property or business received by the Trustees hereunder, whether or not of the character permitted by law for the investment of Trust funds, the profits and losses therefrom to inure to or be chargeable wholly to the Trust Estate and not to the Trustees. However, if the instrument incorporating this instrument provides for a marital deduction, unproductive property shall not be held as an asset of the Trust for more than a reasonable time during the lifetime of the spouse for whom the marital deduction is provided without the consent of the spouse.

2. Real Property.


To manage, control, sell, convey, exchange, partition, divide, subdivide, improve, repair; to grant options and to sell upon deferred payments; to lease for terms within or extending beyond the duration of this Trust for any purpose, including exploration for and removal of gas, oil and other minerals; to enter into community oil leases, to create

restrictions, easements and other servitudes; to raze or move existing buildings, and to erect new buildings, from or upon any Trust real property; and to make ordinary or extraordinary repairs, alterations or additions to any buildings over which the Trustees have or may have management; at the discretion of the Trustees, to maintain fire and other insurance covering improvements on real property and indemnity insurance with respect to any liability in connection with the operation of said Trust Estate or the properties thereof, all of such insurance to be in such amounts and with such companies as the Trustees may elect.

3. Insurance.

To carry out such insurance of such kinds and in such amounts and with such companies as the Trustees may deem advisable, at the expense of the Trust Estate.

4. Claims.

To compromise, arbitrate or otherwise ~~adjudicate~~  claims, in favor or against the Trust, to institute, compromise and defend actions and proceedings.

5. Advances.

To advance funds to this Trust for any Trust purpose, such advances with interest at current bank rates to be a first lien on and to be repaid out of principal or income; to reimburse themselves from principal or income for any loss or expense incurred by reason of their fiduciary ownership or holding of any property in this Trust.

6. Investments.

To invest and reinvest the Trust funds, and to purchase or acquire therewith every kind of property, real, personal or mixed, and every kind of investment, permitted by law for the investment of Trust funds, specifically including, but not by way of limitation, real property, second mortgages, partnership interests, corporate obligations of every kind, stock, whether preferred or common (including stock of a corporate Trustee), or in a common trust fund (including any common trust fund under management of a corporate Trustee).

7. Partnerships.

To become partners, either general or limited, or both.

8. Indebtedness.

To borrow money for any Trust purpose upon terms and conditions as the Trustees may deem proper and to obligate the Trust Estate for repayment; to loan money to any person, including a deceased Trustor's estate at a fair market value interest rate; to encumber the Trust Estate or any of its property by mortgage, deed of trust, pledge or otherwise, using such procedure to consummate the transaction as the Trustees may deem advisable; to borrow money and to encumber or hypothecate Trust property by mortgage, deed of trust, pledge or otherwise; to borrow money on behalf of one Trust from any other Trust created hereunder; and in connection with any power retained by the Trustor, the Trustee is empowered to execute and deliver evidences of the guarantee of this

Trust, or of the pledge of the property of her Trust, and to mortgage, pledge, hypothecate or otherwise encumber all or any part of the property of this Trust to secure payment of such guarantee.

9. Guaranty.

To guaranty any loan or agreement which in the Trustee's sole judgment, benefits the Trust Estate or any Trust beneficiary.

10. Securities.

To have, respecting securities, all the rights, powers and privileges of owners, including the power to vote, by proxy or otherwise, to pay assessments and other sums deemed by the Trustees necessary for the protection of the Trust Estate; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations, and in connection therewith to deposit securities with and transfer title to any protective or other committee under such terms as the Trustee may deem advisable; to exercise or sell stock subscription or conversion rights; to accept and retain as an investment any securities or other property received through the exercise of any of the foregoing powers, regardless of any limitation elsewhere in this instrument relative to investments by the Trustee.

11. Principal and Income.

To, except as otherwise specifically provided herein, determine all matters with respect to what is principal and income of the Trust Estate and the apportionment and allocation of receipts and expenses between these accounts under the provisions

of the California Principal and Income Law from time to time existing. Any such matter not provided for either in this instrument or in the Principal and Income Law shall be determined by the Trustee's discretion.

12. Advisors.

To employ accountants, brokers, agents, attorneys, ~~and other persons as provided in this section,~~ and depositories and/or custodians of Trust property. No person or firm employed in any such capacity, however, shall be required to oversee or supervise the activities of the Trustees or to inquire into any Trustee's powers, authority or discretions. Each person or firm so employed may rely implicitly upon the written instructions of the Trustee with respect to the property and business of the Trust, including instructions given by the Trustee to deal directly with such investment counsel as may be employed by the Trustee, in making investments and reinvestments, and in the ~~continuous supervision of Trust investments. In no event shall any~~ any Trustee in which such person or firm may also have participated.

13. Distributions in Kind.

To, when dividing or distributing any Trust income or principal, make such payment, division or distribution wholly or partly in kind, by allotting and transferring specific securities or other personal or real property or undivided interests therein as a part of the whole of any one or more shares or payments, at

current values; the Trustee's determination as to the current value of property so paid, divided or distributed in kind to be final.

14. Investment Counsel.

To employ independent and disinterested investment counsel for the purpose of advising them with respect to the management of the Trust Estate, the investment thereof, and the sale and purchase of stocks, bonds or other securities or properties constituting the corpus of the Trust Estate. The term "independent and disinterested investment counsel" shall mean counsel who is not personally or financially interested in the purchase or sale of the securities or property in the Trust Estate but is paid a compensation or fee for advice and service. The Trustee shall pay the fees of any such investment counsel as an expense of the administration of the Trust and shall charge the same against income or principal, or both, in such proportions as the Trustee deems proper. Neither the Trustee nor such investment counsel shall be under any liability to any beneficiary or other person interested in the Trust which shall be asserted on the ground that compliance by the Trustee with the recommendations of

discretion, may make payments directly to a minor if in the Trustee's judgment, the minor is of sufficient age and maturity to spend the money properly.

ARTICLE FOURTH

ADMINISTRATION OF THE TRUST DURING THE

LIFE OF THE TRUSTOR

1. The Trustor's Powers.

While the Trustor is living, the Trustor shall have the following powers:

A. During the life of the Trustor, the Trustees shall, at least quarterly, unless otherwise directed by the Trustor in writing, pay to or apply for the benefit of the Trustor, all of the net income from the Trust Estate.

B. Add or Remove Trust Property.

The Trustor shall have the absolute right to add to the Trust property at any time. The Trustor shall also have the absolute right to remove his property, in whole or in part, from the Trust at any time. Both of these rights shall be exercised in writing.

C. Amend and Revoke the Trust.

The Trustor shall have the absolute right to amend or revoke this Trust, in whole or in part, at any time. Any amendment or revocation must be in writing and delivered to the Trustees.

This right to amend or revoke is personal to the Trustor and may not be exercised by the legal representative of the

Trustor. After the death of the Trustor, this Agreement shall not be subject to amendment or revocation.

2. Disability of the Trustor.

The Trustor shall be deemed disabled during any period when, in the opinion of two licensed physicians, the Trustor is incapacitated or disabled because of illness, age or any other cause, which results in the Trustor's inability to effectively manage the Trustor's property or financial affairs.

The Trustor shall also be deemed to be disabled for purposes of this Agreement, upon the determination of a Court of competent jurisdiction that the Trustor is incompetent, incapacitated or otherwise legally unable to effectively manage the Trustor's property or financial affairs.

A. Distribution During Trustor's Disability.

The Trustees shall provide as much of the principal and net income of the disabled Trustor's estate as is necessary or advisable, in the Trustees' sole and absolute discretion, for the health, support, maintenance, and general welfare of the disabled Trustor.

B. Dependents of the Trustor.

During any period of time that the Trustor is disabled, the Trustees shall distribute the principal and net income of the Trust in such amounts as, in the sole and absolute discretion of the Trustees, shall be necessary for the education, health, maintenance and support of those persons deemed by the Trustees to be dependent on the Trustor.

In making distribution to the dependents of the Trustor, the Trustees shall, at all times, give primary consideration to the needs of the Trustor.

The Trustees, in their sole and absolute discretion, may make distributions to one or more dependents to the complete exclusion of other dependents, in equal or unequal shares, as their respective needs require. When making such distributions, the Trustees may consider other income and resources available to such dependents.

A distribution made to a dependent shall not be charged against the ultimate share of such dependent which may be distributable under any provision of this Agreement.

3. Undistributed Net Income.

Any net income which is not distributed under this Article shall be accumulated and added to principal.

ARTICLE FIFTH

DISTRIBUTIONS AFTER DEATH OF TRUSTOR

1. Payment of Expenses - Death, Last Illness.

On the death of the Trustor, the Trustees shall pay, either from the income or principal of the Trust Estate, the expenses of the Trustor's last illness, funeral, burial, and any inheritance, estate or death taxes that may be due by reason of the Trustor's death, unless the Trustees, in the Trustees' absolute discretion, determines that other adequate provisions have been made for the payment of such expenses and taxes, or that sufficient

assets exist outside the Trust Estate to pay said expenses and taxes.

2. Specific Gift.

On the death of the Trustor, the Trustees shall distribute, free of Trust, to LUVUOIS EARL PATRICK, the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS, (\$150,000.00), without interest. If LUVUOIS EARL PATRICK is not alive on the date of the Trustor's death, then this gift shall lapse.

3. Distribution of Balance of Trust Estate.

Upon the death of the Trustor, the remainder of the Trust Estate, including any accrued and undistributed net income, and any additions to the Trust Estate shall be held, administered and distributed, for the benefit of the Trustor's daughter, JENNIFER LEIGH PATRICK, as follows:

A. Up until the time JENNIFER LEIGH PATRICK reaches the age of twenty-five (25), the Trustees shall pay to or apply for the benefit of JENNIFER LEIGH PATRICK, as much of the net income and principal of the Trust, as the Trustees, in the Trustees' discretion, deems necessary for her proper support, care, maintenance and education, after taking into consideration to the extent the Trustees deem advisable, any other income or resources of the child known to the Trustees.

B. When JENNIFER LEIGH PATRICK reaches the age of twenty-five (25), the Trustees shall pay to her, fifty percent (50%) of the net income of the child's Trust, quarter-annually or at more frequent intervals. When JENNIFER LEIGH PATRICK reaches

the age of twenty-eight (28), the Trustee shall pay to her, the entire net income of her Trust, quarter-annually or at more frequent intervals. If the Trustees deem the income at any of these times, to be insufficient, the Trustees shall also pay to or apply for the benefit of the child, as much of the principal of the child's Trust, as the Trustees, in their discretion, deem necessary for the child's proper support, care, maintenance and education, after taking into consideration to the extent the Trustees deem advisable, any income or other resources of the child, outside the child's Trust, known to the Trustees.

C. When JENNIFER LEIGH PATRICK attains the age of twenty-eight (28), the Trustees shall distribute to the child, one-third of the principal of the child's Trust as then constituted; when the child attains the age of thirty-two (32), the Trustees shall distribute to the child, one-third of the principal of the child's Trust as then constituted; when the child attains age thirty-five, the Trustees shall distribute to the child, the undistributed balance of her Trust. If the child has already attained age twenty-eight (28), thirty-two (32), or thirty-five (35), at the time of the Trustor's death, then the Trustees shall distribute to the child her respective share of the Trust Estate, free of Trust.

D. If JENNIFER LEIGH PATRICK should die before becoming entitled to receive distribution of her entire Trust, the Trustees shall distribute the balance of the child's Trust as follows:

1) To or for the benefit of such one or more persons or entities, including the child's estate, on the terms and conditions, either outright or in Trust, as the child may appoint by a written instrument, specifically referring to and exercising this general testamentary power of appointment. Any unappointed balance of the Trust Estate, shall be distributed as follows:

2) If the child leaves descendants who are then living, the balance of the child's Trust shall be distributed to those descendants, free of Trust, by right of representation.

3) If the child leaves no descendants who are then living, the balance of the child's Trust, shall then be distributed as follows:

a) Fifty percent (50%) thereof, to LUVUOIS EARL PATRICK, provided he is alive on the date of the child's death, and if not, then this gift shall lapse.

b) Five percent (5%) thereof, to THE SALVATION ARMY.

c) Ten percent (10%) thereof, to RONALD DUNCAN, provided he is alive on the date of the child's death, and if not, then this gift shall lapse.

d) Five percent (5%) thereof, to TIM DUNN, provided he is alive on the date of the child's death, and if not, then this gift shall lapse.

e) Ten percent (10%) thereof, to JOE HARRIS, provided he is alive on the date of the child's death, and if not, then this gift shall lapse.

f) Five percent (5%) thereof, to BILL TREMBLEY, provided he is alive on the date of the child's death, and if not, then this gift shall lapse.

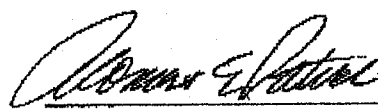
g) Five percent (5%) thereof, to VICKY ENGLAND, provided she is alive on the date of the child's death, and if not, then this gift shall lapse.

h) Five percent (5%) thereof, to JOSHUA KAY, provided he is alive on the date of the child's death, and if not, then this gift shall lapse.

i) Five percent (5%) thereof, to ROBERT FALLER, provided he is alive on the date of the child's death, and if not, then this gift shall lapse.

If any of the above-listed beneficiaries are not alive on the date of the child's death, then their lapsed share shall be proportionately redistributed to the remaining beneficiaries who are alive on the date of the child's death.

IN WITNESS WHEREOF, the Trustor and the Trustee has executed this Declaration Agreement on this 26th day of April, 1993, in the County of Los Angeles, State of California.

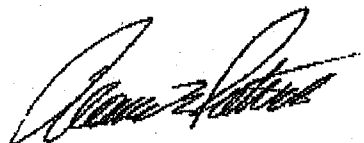

THOMAS E. PATRICK,
Trustor/Trustee

ASSIGNMENT

THE PATRICK FAMILY TRUST

I, THOMAS E. PATRICK, hereby assign to the Trustees of
 THE THOMAS E. PATRICK REVOCABLE LIVING TRUST, u/d/t/
4/26/, 1993, all right, title and interest in and to
 all automobiles, jewelry, household goods, furniture, furnishings,
 appliances, clothing, and all other personal property whatsoever.
 Such property is to be owned by the Trust regardless of any other
 title designation whatsoever.

DATED: 4/26/93

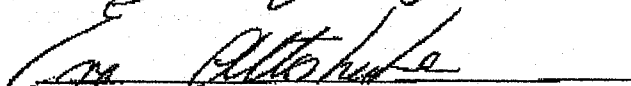


THOMAS E. PATRICK,
 Trustor/Trustee

WITNESSES:



MICHAEL J. BERGER



EVA ALTSHULE

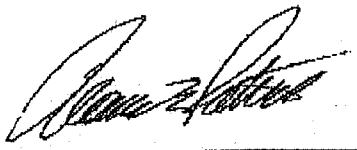
ACCEPTED BY:



THOMAS E. PATRICK, Trustor/Trustee

ASSIGNMENTTHE PATRICK FAMILY TRUST

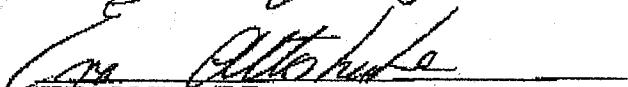
I, THOMAS E. PATRICK, hereby assign to the Trustees of
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4/26/, 1993, all right, title and interest in and to
all automobiles, jewelry, household goods, furniture, furnishings,
appliances, clothing, and all other personal property whatsoever.
Such property is to be owned by the Trust regardless of any other
title designation whatsoever.

DATED: 4/26/93

THOMAS E. PATRICK,
Trustor/Trustee

WITNESSES:



MICHAEL J. BERGER

EVA ALTSHULE

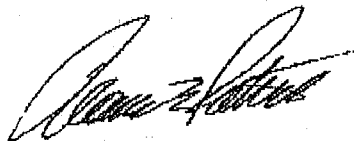
ACCEPTED BY:



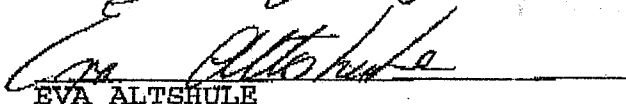
THOMAS E. PATRICK, Trustor/Trustee

ASSIGNMENTTHE PATRICK FAMILY TRUST

I, THOMAS E. PATRICK, hereby assign to the Trustees of
THE THOMAS E. PATRICK REVOCABLE LIVING TRUST, u/d/t/
4/26/, 1993, all right, title and interest in and to
all automobiles, jewelry, household goods, furniture, furnishings,
appliances, clothing, and all other personal property whatsoever.
Such property is to be owned by the Trust regardless of any other
title designation whatsoever.

DATED: 4/26/93THOMAS E. PATRICK,
Trustor/Trustee

WITNESSES:


MICHAEL J. BERGER
EVA ALTSHULE

ACCEPTED BY:


THOMAS E. PATRICK, Trustor/Trustee

TRUST DECLARATION

I, Thomas E. Patrick, am the sole Trustor and Trustee of the Thomas E. Patrick Revocable Living Trust and retain sole power of administration of the Trust. I have not assigned or withdrawn the power delegated to me by this instrument and I retain full control as of this date.

Thomas E. Patrick
Thomas E. Patrick

8/1/09
Date

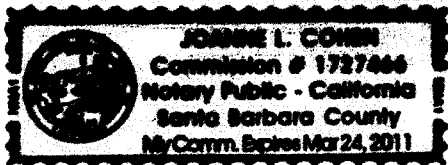
State of California

County of Santa Barbara

On Aug 1, 2009, before me, JOANNE L COHEN, personally appeared Thomas E. Patrick 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 State of California that the foregoing paragraph is true and correct.

WITNESS my hand and Official Seal



Joanne L Cohen
Notary Public

AUTHORIZATION FOR AGENT 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 applicant's claim 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(we), the undersigned, do hereby make **NATIONWIDE ASSET RECOVERY SERVICES** my(our) agent to apply for and collect the excess proceeds which you are holding and to which I(we) am(are) entitled from the sale of assessment number **517-250-023-1** sold at public auction on **March 16, 2009**. I(we) understand that I(we) AM(ARE) NOT SELLING MY(OUR) RIGHT TO THE REFUND, but merely naming an agent for collection purposes for my(our) convenience.

I(we) also understand that the total amount of excess proceeds available for refund is \$4,145.00 (approx.), and that I(we) have a right to file a claim for this refund on my(our) own, without the help of an agent. For valuable consideration received my(our) agent is appointed to act on my(our) behalf.

Thomas E. Patrick

Thomas E. Patrick

STATE OF CALIFORNIA)
COUNTY OF VENTURA)

19211 Haynes St. #5

Reseda, CA 91335-5853

(310) 570-6206

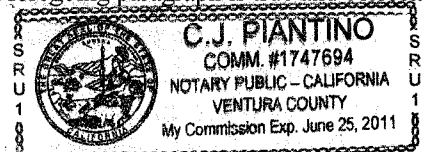
On MARCH 28, 2009, before me, C.J. PIANTINO, Notary Public, personally appeared **Thomas E. Patrick** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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 State of California that the foregoing paragraph is true and correct.

WITNESS my hand and Official Seal

C.J. Piantino

(Signature of Notary)



I, the undersigned, certify under penalty of perjury that I have disclosed to the above party of interest, pursuant to Section 4675 of the California Revenue and Taxation Code, the full amount of excess proceeds available and ADVISED HIM OF HIS RIGHTS TO FILE A CLAIM ON HIS OWN, WITHOUT THE HELP OF AN AGENT.

Randall D. Witte

(Signature of Agent)

Randall D. Witte

NATIONWIDE ASSET RECOVERY SERVICES

17100 Bear Valley Rd. B-201

Victorville, CA 92395

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

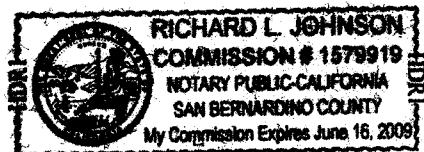
On 4/14/2009, before me, Richard L. Johnson, Notary Public, personally appeared, Randall D. Witte, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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 State of California that the foregoing paragraph is true and correct.

WITNESS my hand and Official Seal



Richard L. Johnson

(Signature of Notary)



STATE OF CALIFORNIA CERTIFICATION OF VITAL RECORD

SANTA BARBARA COUNTY PUBLIC HEALTH DEPARTMENT

STATE FILE NUMBER		CERTIFICATE OF DEATH <small>STATE OF CALIFORNIA USE BLACK INK ONLY / NO ERASURES, WHITEOUTS OR ALTERATIONS VOIDNESS VOID</small>		3200942002099 LOCAL REGISTRATION NUMBER	
DECEASED'S PERSONAL DATA	1. NAME OF DECEASED — FIRST (Given) THOMAS		2. MIDDLE E.		3. LAST (Family) PATRICK
	AKA: ALSO KNOWN AS — Include full AKA (FIRST, MIDDLE, LAST)		4. DATE OF BIRTH: mm/dd/yyyy 08/02/1945		5. AGE Yrs. 64
	9. BIRTH STATE/FOREIGN COUNTRY CA		10. SOCIAL SECURITY NUMBER [REDACTED]		11. EVER IN U.S. ARMED FORCES? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK
	12. MARITAL STATUS (at Time of Death) DIVORCED		7. DATE OF DEATH: mm/dd/yyyy 09/22/2009		8. HOUR (24 Hours) 2231
USUAL RESIDENCE	13. EDUCATION — Highest Level/Degree (see worksheet on back) SOME COLLEGE		14/15. WAS DECEASED HISPANIC/LATINO (AVISPANISH)? (If yes, see worksheet on back) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		16. DECEASED'S RACE — Up to 3 races may be listed (see worksheet on back) WHITE
	17. USUAL OCCUPATION — Type of work for most of life. DO NOT USE RETIRED VICE PRESIDENT		18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.) BANKING		19. YEARS IN OCCUPATION 20
	20. DECEASED'S RESIDENCE (Street and number or location) 312 ELLWOOD BEACH DR. #44				
	21. CITY GOLETA		22. COUNTY/PROVINCE SANTA BARBARA	23. ZIP CODE 93117	24. YEARS IN COUNTY 1
SPOUSE AND PARENT INFORMATION	26. INFORMANT'S NAME, RELATIONSHIP JENNIFER PATRICK, DAUGHTER		27. INFORMANT'S MAILING ADDRESS (Street and number or rural route number, city or town, state, ZIP) 19211 HAYNES ST. #5, RESEDA, CA 91335		
	28. NAME OF SURVIVING SPOUSE — FIRST LUIVOIS		29. MIDDLE PATRICK		30. LAST (Maiden Name) CARLSON
	31. NAME OF FATHER — FIRST ESTHER		32. MIDDLE PATRICK		33. LAST (Maiden Name) CARLSON
	34. BIRTH STATE CA		35. BIRTH STATE OR		
FUNERAL DIRECTOR/LOCAL REGISTRAR	38. DISPOSITION DATE: mm/dd/yyyy 10/01/2009		40. PLACE OF FINAL DISPOSITION SCATTER AT SEA OFF THE COAST OF SANTA BARBARA COUNTY		
	41. TYPE OF DISPOSITION(S) CR/SEA		42. SIGNATURE OF EMBALMER NOT EMBALMED		43. LICENSE NUMBER -
	44. NAME OF FUNERAL ESTABLISHMENT MCDERMOTT-CROCKETT MORTUARY		45. LICENSE NUMBER FD 383	46. SIGNATURE OF LOCAL REGISTRAR PETER LEE HASLER, MD	
	47. DATE: mm/dd/yyyy 09/30/2009				
PLACE OF DEATH	101. PLACE OF DEATH GOLETA VALLEY COTTAGE HOSPITAL		102. IF HOSPITAL, SPECIFY ONE <input checked="" type="checkbox"/> IP <input type="checkbox"/> ER/OP <input type="checkbox"/> DOR		103. IF OTHER THAN HOSPITAL, SPECIFY ONE <input type="checkbox"/> Hospice <input type="checkbox"/> Nursing Home <input type="checkbox"/> Home <input type="checkbox"/> Other
	104. COUNTY SANTA BARBARA		105. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number or location) 351 S PATTERSON AVENUE		106. CITY SANTA BARBARA
	107. CAUSE OF DEATH CARDIORESPIRATORY ARREST		108. TIME INTERVAL BETWEEN ONSET AND DEATH IMMED		109. DEATH REPORTED TO CORONER? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	110. MYOCARDIAL INFARCTION, ETIOLOGY UNKNOWN 48 HRS		111. AUTOPSY PERFORMED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		112. USED IN DETERMINING CAUSE? <input type="checkbox"/> YES <input type="checkbox"/> NO
CAUSE OF DEATH	113. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107 ANOXIC BRAIN INJURY, VENTRICULAR FIBRILLATION		114. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date.) NO		
	115. SIGNATURE AND TITLE OF CERTIFIER TODD ALLEN FEARER, M.D.		116. LICENSE NUMBER G54961		117. DATE: mm/dd/yyyy 09/20/2009
	118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE TODD ALLEN FEARER, M.D. 1214 COAST VILLAGE RD STE 5, SANTA BARBARA, CA 93108				
	119. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED. <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Could not be determined		120. INJURED AT WORK? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK		
CORONER'S USE ONLY	121. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)		122. INJURY DATE: mm/dd/yyyy		
	123. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)		124. LOCATION OF INJURY (Street and number, or location, and city, and ZIP)		
	125. SIGNATURE OF CORONER / DEPUTY CORONER		126. DATE: mm/dd/yyyy		127. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER
	128. SIGNATURE OF CORONER / DEPUTY CORONER		129. DATE: mm/dd/yyyy		130. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER
<div style="display: flex; justify-content: space-between;"> <div>  <p>* 000317634 *</p> </div> <div> <p>STATE: A B C D E</p> </div> <div>  <p>010001001318686</p> </div> <div> <p>FAX AUTH. #</p> </div> <div> <p>CENSUS TRACT</p> </div> </div>					

CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA } SS

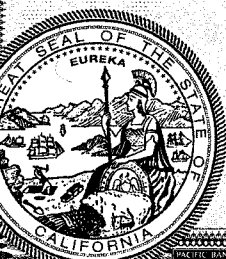
DATE ISSUED

OCT 02 2009

This is a true and exact reproduction of the document officially registered and placed on file in the office of the Registrar, Public Health Department, County of Santa Barbara, California.

HEALTH OFFICER
PUBLIC HEALTH DEPARTMENT
COUNTY OF SANTA BARBARA, CALIFORNIA

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar.



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: Amended Claim for Excess Proceeds

TC: **TC 182** Item: **204** Assessment No.: **517-250-023-1**

Assessee(s): **Thomas E. Patrick, Trustee of his Revocable Living Trust Dated April 26, 1993**

Situs:

Date Sold: **March 16, 2009**

Date Deed to Purchaser Recorded: **5/5/2009**

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of **\$4,145.00** (approx.) 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. **Book 35, Pages 50, 51 and 52** recorded on **6/30/1993**. 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.

Thomas E. Patrick, Trustee of his Revocable Living Trust dated April 26, 1993 - Owner by Deed,
Jennifer L. Patrick - Daughter and Successor Trustee

Documents Attached: Thomas E. Patrick's Death Certificate, Copy of Jennifer L. Patrick's Birth Certificate, Successor Trustee Declaration, Resignation of Trustee.

If the property is held in Joint Tenancy, the tax sale process has severed this Joint Tenancy, and all Joint Tenants 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 January, 2011 at Los Angeles, Ca.
County State

Jennifer L. Patrick
Signature of Claimant

Jennifer L. Patrick

908 S. Catalina Ave., Unit B
Redondo Beach, CA 90277

(310) 570-6206

SCO 8-21 (1-99)

TO WHOM IT MAY CONCERN

This is to certify that I, the undersigned, ROBERT FALLER, of 21241 Ventura Boulevard, Suite 148, Woodland Hills, CA 91364-2108, hereby decline to serve as Successor Trustee of The Thomas E. Patrick Revocable Living Trust dated April 26, 1993, also known as The Patrick Family Trust.

Signed this 8 day of JULY, 2010 at Woodland Hills, California.


ROBERT FALLER

STATE OF CALIFORNIA)

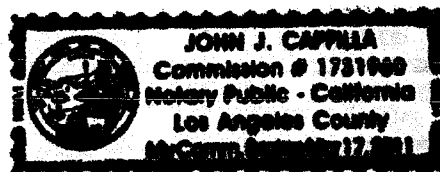
COUNTY OF LOS ANGELES)

On JULY 8th, 2010, before me, JOHN J. CAPPIA Notary Public, personally appeared ROBERT FALLER, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.


Notary Public



SUCCESSOR TRUSTEE DECLARATION

I, Jennifer L. Patrick, am the sole Successor Trustee of the Thomas E. Patrick ~~Revocable~~ Living Trust Dated April 26, 1993 and retain sole power of administration of the Trust. I have not assigned or withdrawn the power delegated to me by this instrument and I retain full control as of this date.

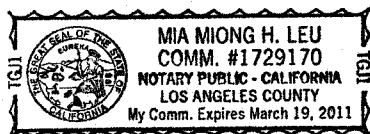
Jennifer L. Patrick
Jennifer L. Patrick

1/29/11
Date

On January 29, 2011, before me, personally appeared Jennifer L. Patrick 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 State of California that the foregoing paragraph is true and correct.

WITNESS my hand and Official Seal



Mia Miong H. Leu
Notary public in and for the
State of California
County of Los Angeles

COUNTY OF LOS ANGELES • REGISTRAR-RECORDER/COUNTY CLERK

CERTIFICATE OF LIVE BIRTH

0190-096228

STATE BIRTH CERTIFICATE NUMBER		STATE OF CALIFORNIA-DEPARTMENT OF HEALTH		LOCAL REGISTRATION DISTRICT AND CERTIFICATE NUMBER	
1. NAME OF CHILD—FIRST NAME Jennifer		2. MIDDLE NAME Lolgh		3. LAST NAME Patrick	
4. SEX Female	5. THIS BIRTH SINGLE, TWIN OR TRIPLET? Single	6. IF TWIN OR TRIPLET, THIS CHILD BORN 1ST, 2ND, 3RD?	7. DATE OF BIRTH—MONTH, DAY, YEAR November 2, 1976	8. HOUR 1-21 P.	
9. PLACE OF BIRTH—NAME OF HOSPITAL VALLEY PRESBYTERIAN HOSPITAL			10. STREET ADDRESS (STREET AND NUMBER OR LOCATION) 15107 VANOWEN STREET		11. INSIDE CITY, CORPORATE LIMITS (SPECIFY ZONE OR NO.) 95
12. CITY OR TOWN VAN NUYS			13. COUNTY LOS ANGELES		
14. MAIDEN NAME OF MOTHER—FIRST NAME Vivienne			15. MIDDLE NAME Loring		16. LAST NAME (MOTHER'S SURNAME) England
17. BIRTHPLACE (STATE OR FOREIGN COUNTRY) Massachusetts					
18. AGE OF MOTHER (AT TIME OF THIS BIRTH) 29		19. SOCIAL SECURITY NUMBER OF MOTHER	20. COLOR OR RACE OF MOTHER White	21. RESIDENCE OF MOTHER—STREET ADDRESS (STREET AND NUMBER OR LOCATION) 17540 Doric St.	
22. RESIDENCE OF MOTHER—CITY OR TOWN (Granada Hills) Los Angeles			23. RESIDENCE OF MOTHER—COUNTY Los Angeles		24. RESIDENCE OF MOTHER—STATE California
25. NAME OF FATHER—FIRST NAME Thomas		26. MIDDLE NAME Earl		27. LAST NAME Patrick	
28. BIRTHPLACE (STATE OR FOREIGN COUNTRY) California					
29. AGE OF FATHER (AT TIME OF THIS BIRTH) 31		30. SOCIAL SECURITY NUMBER OF FATHER	31. COLOR OR RACE OF FATHER White		
INFORMANT'S CERTIFICATION I HEREBY CERTIFY THAT I HAVE REVIEWED THE ABOVE, STATED INCORRECTLY, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.		32. PARENT OR OTHER INFORMANT—SIGNATURE (IF OTHER THAN PARENT, SPECIFY) <i>Thomas Earl Patrick</i>		33. DATE REVIEWED AND SIGNED BY INFORMANT 11-4-76	
ATTENDANT'S CERTIFICATION I HEREBY CERTIFY THAT I ATTENDED THIS BIRTH AND THAT THE CHILD WAS BORN ALIVE AT THE HOUR, DATE AND PLACE STATED ABOVE.		34. ONLY SIGN FOR OTHER PARENT AND ATTENDANT THIS BIRTH—SIGNATURE—DEGREE OR TITLE <i>Dr. J. S. Sander W.</i>		35. DATE SIGNED BY PHYSICIAN OR ATTENDANT 11/2/76	
LOCAL REGISTRAR		36. ADDRESS 15243 Vanowen St. Van Nuys, California		37. PHYSICIAN'S CALIFORNIA LICENSE NUMBER G-7937	
		38. LOCAL REGISTRAR'S SIGNATURE <i>Connie B. McCormack</i>		39. DATE RECEIVED FOR RECORD—MONTH, DAY, YEAR NOV 5 1976	

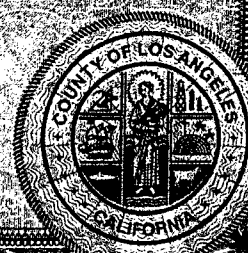
This is to certify that this document is a true copy of the official record filed with the Registrar-Recorder/County Clerk.

SEP 07 2004



CONNIE B. McCORMACK
Registrar-Recorder/County Clerk

This copy not valid unless prepared on engraved border displaying Seal and Signature of the Registrar-Recorder County Clerk.



AUTHORIZATION FOR AGENT 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 applicant's claim 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(we), the undersigned, do hereby make **NATIONWIDE ASSET RECOVERY SERVICES** my(our) agent to apply for and collect the excess proceeds which you are holding and to which I(we) am(are) entitled from the sale of assessment number **517-250-023-1** sold at public auction on **March 16, 2009**. I(we) understand that I(we) AM(ARE) NOT SELLING MY(OUR) RIGHT TO THE REFUND, but merely naming an agent for collection purposes for my(our) convenience.

I(we) also understand that the total amount of excess proceeds available for refund is \$4,145.00 (approx.) , and that I(we) have a right to file a claim for this refund on my(our) own, without the help of an agent. For valuable consideration received my(our) agent is appointed to act on my(our) behalf.

Jennifer L. Patrick
Jennifer L. Patrick

STATE OF California)
COUNTY OF Los Angeles)

908 S. Catalina Ave., Unit B
Redondo Beach, CA 90277
(310) 570-6206

On January 29, 2011, before me, MIA MIONG H. LEU **NOTARY PUBLIC**, personally appeared Jennifer L. Patrick 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 State of California that the foregoing paragraph is true and correct.
WITNESS my hand and Official Seal

Mia Miong H. Leu
(Signature of Notary)



I, the undersigned, certify under penalty of perjury that I have disclosed to the above party of interest, pursuant to Section 4675 of the California Revenue and Taxation Code, the full amount of excess proceeds available and ADVISED HIM OF HIS RIGHTS TO FILE A CLAIM ON HIS OWN, WITHOUT THE HELP OF AN AGENT.

Randall D. Witte
(Signature of Agent)

Randall D. Witte
NATIONWIDE ASSET RECOVERY SERVICES
17100 Bear Valley Rd. B-201
Victorville, CA 92395

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

On 02/09/2011, before me, Richard L. Johnson, Notary Public, personally appeared, Randall D. Witte, 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 State of California that the foregoing paragraph is true and correct.
WITNESS my hand and Official Seal

[Signature]
(Signature of Notary)

ACKNOWLEDGMENT

State of California }
County of San Bernardino }

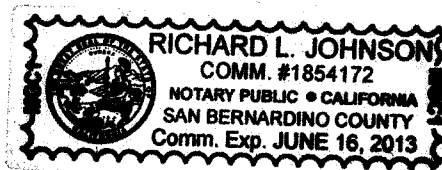
On 02/09/2011 before me, Richard L. Johnson
(here insert name and title of the officer)
personally appeared Randall D. Witte

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)

Document Notarized: Authorization for Agent to Collect Excess Proceeds



NATIONWIDE ASSET RECOVERY LLC.

www.nationwideassetrecovery.com

17100 Bear Valley Rd. B-201
Victorville, CA 92395

Phone: (760) 963-9434

Fax: (760) 243-1539

Toll Free FAX: (877) 541-6920

July 20, 2009

Riverside Treasurer-Tax Collector
Attn: Excess Proceeds Department
PO Box 12005
Riverside, CA 92502-2205

RE: Excess Proceeds Claim for Thomas E. Patrick and Nationwide Asset Recovery Services,

AP# 517-250-023-1

To Whom It May Concern:

This Office represents Thomas E. Patrick and Nationwide Asset Recovery Services in their claim for excess proceeds from the sale of property sold at public auction on March 16, 2009. Please contact this office if additional information is required in the processing of their claim.

Please return original documents (if any) to our client. Thank you.

Sincerely,

Randall D. Witte
Claim Manager



NATIONWIDE ASSET RECOVERY LLC.

www.nationwideassetrecovery.com

17100 Bear Valley Rd. B-201
Victorville, CA 92395

Phone: (760) 963-9434

Fax: (760) 243-1539

Toll Free FAX: (877) 541-6920

August 17, 2009

Riverside Treasurer-Tax Collector
Attn: Excess Proceeds Department
PO Box 12005
Riverside, CA 92502-2205

TC179 Item 204

RE: Excess Proceeds Claim for Thomas E. Patrick and Nationwide Asset Recovery Services,

AP# 517-250-023-1

To Whom It May Concern:

Please find enclosed the following additional outstanding documents for Thomas E. Patrick and Nationwide Asset Recovery Services in their claim for excess proceeds from the sale of property sold at public auction on March 16, 2009:

- Trust Declaration

Please contact this office if additional information is required in the processing of their claim.

Sincerely,

Randall D. Witte
Claim Manager



NATIONWIDE ASSET RECOVERY SERVICES

www.nationwideassetrecoveryservices.com

17100 Bear Valley Rd. B-201
Victorville, CA 92395

Phone: (760) 963-9434

Fax: (760) 243-1539

Toll Free FAX: (877) 541-6920

February 10, 2011

Riverside Treasurer-Tax Collector
Attn: Excess Proceeds Department
PO Box 12005
Riverside, CA 92502-2205

RE: Excess Proceeds Claim for Jennifer L. Patrick (Successor Trustee & Heir to the Estate of Thomas E. Patrick) and Nationwide Asset Recovery Services,

TC: 182
Item # 204
AP# 517-250-023-1

To Whom It May Concern:

Our Claimant, Thomas E. Patrick, died on 09/22/2009. Please find enclosed the following documents for Jennifer L. Patrick and Nationwide Asset Recovery Services in their claim for excess proceeds from the sale of property sold at public auction on March 16, 2009 (substitute for Thomas E. Patrick's Claim that you have on file).

- Claim Form
- Agent Authorization
- Successor Trustee Declaration for Jennifer L. Patrick
- Resignation of Robert Faller as Successor Trustee
- Certified Death Certificate for Thomas E. Patrick
- Copy of Jennifer L. Patrick's Birth Certificate
- Copy of Jennifer L. Patrick's ID

Please refer to the copy of the Trust in your existing file if needed. Please contact this office if additional information is required in the processing of their claim.

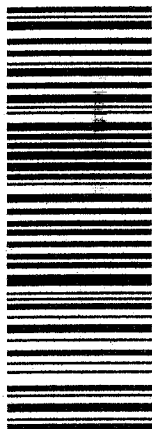
Sincerely,

RDW

Randall D. Witte
Claim Manager

Nationwide Asset Recovery Svs.
Attn: Randall D. Witte
17100 Bear Valley Rd. B-201
Victorville, CA 92395

CERTIFIED MAIL™



7007 2680 0000 5648 5215



U.S. POSTAGE
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TREASURER-TAX COLLECTOR

Riverside Treasurer-Tax Collector
Attn: Excess Proceeds Department
PO Box 12005
Riverside, CA 92502-2205

FEB 14 2011

RECEIVED

92502-2205-2200

