

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

126A



FROM: Don Kent, Treasurer/Tax Collector

SUBMITTAL DATE:

AUG 07 2012

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 182, Item 239.
Last assessed to: David R. McClure and Constance McClure, husband and wife as joint tenants.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve the claim from David R. McClure, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 549223016-4;
- 2) Approve the claim from Nationwide Asset Recovery Services, agent for Constance McClure, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 549223016-4;

(Continued on Page 2)

BACKGROUND: (Continued on page two)


Don Kent, Treasurer-Tax Collector

FINANCIAL DATA

Current F.Y. Total Cost: \$ 21,551.30
Current F.Y. Net County Cost: \$ 0.00
Annual Net County Cost: \$ 0.00

In Current Year Budget: NO
Budget Adjustment: N/A
For Fiscal Year: 2012-13

SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale

Positions To Be Deleted Per A-30 ☐
Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

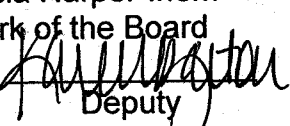
BY: 
Karen L. Johnson

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: 3/3

Agenda Number:

9.23

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY:  DALE A. GARDNER
DATE: 8/17/12

Departmental Concurrence

Consent ☐ Policy ☒
Consent ☐ Policy ☒

Dep't Recomm.:

Per Exec. Ofc.:

BOARD OF SUPERVISORS

Form 11:

Page 2

RECOMMENDED MOTION: (Continued)

- 3) Authorize and direct the Auditor-Controller to issue warrants to David R. McClure in the amount of \$10,775.65 and Nationwide Asset Recovery Services, agent for Constance McClure in the amount of \$10,775.65, 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 two claims for excess proceeds:

- 1) Claim from David R. McClure based on a Grant Deed recorded March 22, 2001 as Instrument No. 2001-117528 and the Judgment of Dissolution of Marriage filed March 18, 2004.
- 2) Claim from Nationwide Asset Recovery Services, agent for Constance McClure based on an Authorization for Agent to Collect Excess Proceeds dated July 27, 2009; a Grant Deed recorded March 22, 2001 as Instrument No. 2001-117528 and the Judgment of Dissolution of Marriage filed March 18, 2004.

Pursuant to Section 4675 (a) & (c) of the California Revenue and Taxation Code, it is the recommendation of this office that David R. McClure be awarded excess proceeds in the amount of \$10,775.65 and Nationwide Asset Recovery Services, agent for Constance McClure be awarded excess proceeds in the amount of \$10,775.65. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

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

To: Don Kent, Treasurer and Tax Collector

Re: Claim for Excess Proceeds

TC 182 Item 239 Assessment No.: 549223016-4

Assessee: MCCLURE, DAVID & CONSTANCE

Situs: 43481 DESSIE WAY HEMET

Date Sold: March 16, 2009

Date Deed to Purchaser Recorded: May 5, 2009

Final Date to Submit Claim: May 5, 2010

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 21,551.30 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. 2001-117528; recorded on 3/22/2001. 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.

GRANT Deed - Doc# 2001-117528
Disolution of Marriage - CASE #SWD 000235
(Highlighted section pertaining to home)
(Which shows I'm entitled to 50%)

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 27 day of August, 2009 at Virginia Beach VA 23451
County, State

David R. McClure

Signature of Claimant

Signature of Claimant

DAVID R. McClure

Print Name

Print Name

913 Virginia Beach Blvd #59

Street Address

Street Address

Virginia Beach VA 23451

City, State, Zip

City, State, Zip

757-408-0927

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

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

June 4, 2009

21,551.30

DAVID R MCCLURE
913 VIRGINIA BEACH BLVD TRLR 59
VIRGINIA BEACH, VA 23451-5625

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 549223016-4 Item: 239
Situs Address: 43481 Dessie Way Hemet
Assessee: McClure, David & Constance
Date Sold: March 16, 2009
Date Deed to Purchaser Recorded: May 5, 2009
Final Date to Submit Claim: May 5, 2010

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,

DON KENT
TREASURER-TAX COLLECTOR

By Desiree Taylor
Deputy



AND WHEN RECORDED MAIL THIS DEED AND TAX STATEMENTS TO:

NAME DAVID McCLURE and CONSTANCE
ADDRESS McCLURE
CITY & STATE 43481 DESSIE WAY
HEMET, CA. 92544

Title Order No. 4012989-22

Escrow No. 14976-T

Assessor's Parcel No. 549-223-016-4

Date March 14, 2001

TRA # 071121

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GRANT DEED

The undersigned declares that the documentary transfer tax is \$26.40 and is computed on the full value of the interest or property conveyed. The property is located in an unincorporated area..

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, PEGGY FRANCIS PETTIJOHN, a married woman as her sole and separate property

does hereby GRANT to

DAVID McCLURE and CONSTANCE McCLURE, husband and wife as joint tenants the following described real property in the County of RIVERSIDE, State of California:

LOT 5 OF TRACT NO. 6970-1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 84, PAGES 25, 26 & 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Peggy Frances Pettijohn
PEGGY FRANCIS PETTIJOHN

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS.

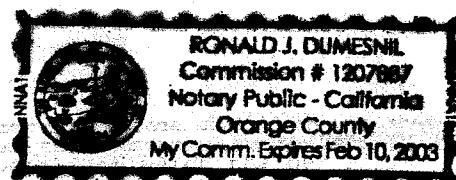
On 3-19-2001 before me, a Notary Public in and for said State, personally appeared PEGGY FRANCIS PETTIJOHN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal..

Signature

Ronald J. Dumesnil

FOR NOTARY SEAL OR STAMP



CLIENT COPY

FL-190

FOR COURT USE ONLY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address):

Joyce E. Fleming

LAW OFFICE OF JOYCE E. FLEMING

41877 Enterprise Circle North

Suite 120

Temecula, CA 92590

TELEPHONE NO.: (909) 296-6761

FAX NO.: (909) 296-6762

ATTORNEY FOR (Name): Petitioner

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

APR 05 2004

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

STREET ADDRESS: 30755-D Auld Road

MAILING ADDRESS: 30755-D Auld Road

CITY AND ZIP CODE: Temecula, CA 92590

BRANCH NAME: SOUTHWEST JUSTICE CENTER

PETITIONER: DAVID R. McCLURE

RESPONDENT: CONSTANCE D. McCLURE

NOTICE OF ENTRY OF JUDGMENT

CASE NUMBER:

SWD 000235

You are notified that the following judgment was entered on (date):

MAR 18 2004

1. ☒ Dissolution of Marriage
2. ☐ Dissolution of Marriage — Status Only
3. ☐ Dissolution of Marriage — Reserving Jurisdiction Over Termination of Marital Status
4. ☐ Legal Separation
5. ☐ Nullity
6. ☐ Parent-Child Relationship
7. ☐ Judgment on Reserved Issues
8. ☐ Other (specify):

ORIGINAL / COPY MAILED / HANDED

TO: client 4/7/ smf
104

Date:

PAM POWELL

Clerk, by _____, Deputy

— NOTICE TO ATTORNEY OF RECORD OR PARTY WITHOUT ATTORNEY —

Under the provisions of Code of Civil Procedure section 1952, if no appeal is filed the court may order the exhibits destroyed or otherwise disposed of after 60 days from the expiration of the appeal time.

STATEMENTS IN THIS BOX APPLY ONLY TO JUDGMENTS OF DISSOLUTION

Effective date of termination of marital status (specify):

MAR 18 2004

WARNING: NEITHER PARTY MAY REMARRY UNTIL THE EFFECTIVE DATE OF THE TERMINATION OF MARITAL STATUS AS SHOWN IN THIS BOX.

CLERK'S CERTIFICATE OF MAILING

I certify that I am not a party to this cause and that a true copy of the Notice of Entry of Judgment was mailed first class, postage fully prepaid, in a sealed envelope addressed as shown below, and that the notice was mailed

at (place): Murrieta

on (date):

APR 5 2004

Date:

APR 05 2004

, California,

PAM POWELL

Clerk, by _____, Deputy

DAVID R. McCLURE

c/o JOYCE E. FLEMING

41877 Enterprise Circle North

Suite 120

Temecula, CA 92590

CONSTANCE D. McCLURE

43481 Hessie

Hemet, California 92544

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Joyce E. Fleming LAW OFFICE OF JOYCE E. FLEMING 41877 Enterprise Circle North Suite 120 Temecula, CA 92590 TELEPHONE NO.: (909) 296-6761 FAX NO.: (909) 296-6762 ATTORNEY FOR (Name): Petitioner		FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE MAR 18 2004
SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE STREET ADDRESS: 30755-D Auld Road MAILING ADDRESS: 30755-D Auld Road CITY AND ZIP CODE: Temecula, CA 92590 BRANCH NAME: SOUTHWEST JUSTICE CENTER		
MARRIAGE OF PETITIONER: DAVID R. McCLURE RESPONDENT: CONSTANCE D. McCLURE		
JUDGMENT <input checked="" type="checkbox"/> Dissolution <input type="checkbox"/> Legal separation <input type="checkbox"/> Nullity <input type="checkbox"/> Status only <input type="checkbox"/> Reserving jurisdiction over termination of marital status <input type="checkbox"/> Judgment on reserved issues Date marital status ends: <u>MAR 18 2004</u>		CASE NUMBER: SWD 00235

- ☐ This judgment ☐ contains personal conduct restraining orders. The restraining orders are contained on page(s) ☐ modifies existing restraining orders of attachment. They expire on (date):
- This proceeding was heard as follows: ☒ Default or uncontested ☐ By declaration under Fam. Code, § 2336
☐ Contested
 a. Date: MAR 18 2004 Dept.: 8101 Room.:
 b. Judicial officer (name):
 c. ☒ Temporary judge Lori Kennedy, Commissioner
 d. ☐ Attorney present in court (name):
 e. ☐ Attorney present in court (name):
 f. ☐ Attorney present in court (name):
- The court acquired jurisdiction of the respondent on (date): 09/25/02
☒ Respondent was served with process.
☐ Respondent appeared.
- THE COURT ORDERS, GOOD CAUSE APPEARING:**
 a. ☒ Judgment of dissolution is entered. Marital status is terminated and the parties are restored to the status of unmarried persons
 (1) ☐ on the following date (specify): MAR 18 2004
 (2) ☐ on a date to be determined on noticed motion of either party or on stipulation.
 b. ☐ Judgment of legal separation is entered.
 c. ☐ Judgment of nullity is entered. The parties are declared to be unmarried persons on the ground of (specify):

 d. ☐ This judgment will be entered nunc pro tunc as of (date):
 e. ☐ Judgment on reserved issues.
 f. ☐ Wife's ☐ Husband's former name is restored (specify):
 g. ☐ Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below.
 h. ☐ This judgment contains provisions for child support or family support. Both parties must complete and file with the court a *Child Support Case Registry Form* (form FL-191) within 10 days of the date of this judgment. The parents must notify the court of any change in the information submitted within 10 days of the change by filing an updated form. The form *Notice of Rights and Responsibilities—Health Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order* (form FL-192) is attached.

4. i. ☒ A marital settlement agreement between the parties is attached.
- j. ☐ A written stipulation for judgment between the parties is attached.
- k. ☐ Child custody and visitation is ordered as set forth in the attached
- (1) ☐ marital settlement agreement, stipulation for judgment, or other written agreement.
 - (2) ☐ *Child Custody and Visitation Order Attachment* (form FL-341).
 - (3) ☐ *Stipulation and Order for Custody and/or Visitation of Children* (form FL-355).
 - (4) ☐ other (specify):
- l. ☐ Child support is ordered as set forth in the attached
- (1) ☐ marital settlement agreement, stipulation for judgment, or other written agreement.
 - (2) ☐ *Child Support Information and Order Attachment* (form FL-342).
 - (3) ☐ *Stipulation to Establish or Modify Child Support and Order* (form FL-350).
 - (4) ☐ other (specify):
- m. ☒ Spousal support is ordered as set forth in the attached
- (1) ☒ marital settlement agreement, stipulation for judgment, or other written agreement.
 - (2) ☐ *Spousal or Family Support Order Attachment* (form FL-343).
 - (3) ☐ other (specify):
- ☐ **NOTICE:** It is the goal of this state that each party will make reasonable good faith efforts to become self-supporting as provided for in Family Code section 4320. The failure to make reasonable good faith efforts may be one of the factors considered by the court as a basis for modifying or terminating spousal support.
- n. ☒ Property division is ordered as set forth in attached
- (1) ☒ marital settlement agreement, stipulation for judgment, or other written agreement.
 - (2) ☐ *Property Order Attachment to Judgment* (form FL-345)
 - (3) ☐ other (specify):
- o. ☐ Parentage is established for children of this relationship born prior to the marriage.
- p. ☐ Other (specify):

Each attachment to this judgment is incorporated into this judgment, and the parties are ordered to comply with each attachment's provisions.

Jurisdiction is reserved to make other orders necessary to carry out this judgment.

Date:

5. Number of pages attached: 9

JUDICIAL OFFICER

☒ SIGNATURE FOLLOWS LAST ATTACHMENT

NOTICE

Dissolution or legal separation may automatically cancel the rights of a spouse under the other spouse's will, trust, retirement benefit plan, power of attorney, pay-on-death bank account, transfer-on-death vehicle registration, survivorship rights to any property owned in joint tenancy, and any other similar thing. It does not automatically cancel the rights of a spouse as beneficiary of the other spouse's life insurance policy. You should review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement benefit plans, and credit reports, to determine whether they should be changed or whether you should take any other actions.

A debt or obligation may be assigned to one party as part of the dissolution of property and debts, but if that party does not pay the debt or obligation, the creditor may be able to collect from the other party.

An earnings assignment will automatically be issued if child support, family support, or spousal support is ordered.

Any party required to pay support must pay interest on overdue amounts at the "legal rate," which is currently 10 percent.

1 JOYCE E. FLEMING, ESQ.
LAW OFFICE OF JOYCE E. FLEMING
2 41877 Enterprise Circle North
Suite 120
3 Temecula, California 92590
(909) 296-6761 FAX: (909) 296-6762
4

5 Attorney for Petitioner
6
7

8 SUPERIOR COURT FOR THE STATE OF CALIFORNIA
9 COUNTY OF RIVERSIDE, SOUTHWEST JUSTICE CENTER
10

11 In Re Marriage of:) Case No. SWD 00235
12 Petitioner: DAVID R. McCLURE)
13 and) STIPULATION FOR
JUDGMENT
14 Respondent: CONSTANCE D. McCLURE)
15)
16)

17 The parties have entered into this agreement and make it
18 effective as of the date of execution. The parties to this
19 agreement are: (a) CONSTANCE D. McCLURE, hereinafter referred to as
20 "Wife" and (b) DAVID R. McCLURE, hereinafter referred to as
"Husband". The parties hereby mutually agree as follows:

21 STATISTICAL

22 A. The parties were married on April 5, 1986, and
23 separated on March 1, 2002, a marriage of 15 years, 11 months
24 duration.

25 B. The parties have no minor children,

26 C. Wife's Social Security Number is _____; and
27 Husband's Social Security Number is [REDACTED]

28 / / /

1 D. Irreconcilable differences have arisen between the
2 parties and these differences have led to an irremediable breakdown
3 of the marriage. The parties have agreed to live free from any
4 interference by the other.

5 E. There is currently on file in the Superior Court of
6 Riverside County, Case No. SWD 000235, a proceeding for dissolution
7 of marriage between the parties.

8 1. PURPOSES OF THIS AGREEMENT: The purposes of this
9 agreement are to:

10 (a) settle all property interest and rights that
11 each party may have with respect to the other; and

12 (b) settle the obligations of each party for the
13 support of the other and their minor children; and

14 (c) relinquish any and all past, present or future
15 claims that each may have against the property or the estate of the
16 other and his or her executors, administrators, representatives,
17 successors and assigns, except as otherwise provided herein.

18 2. SPOUSAL SUPPORT: The parties knowingly and
19 intelligently waive, now and forever the right to request and
20 receive spousal support from the other party with the full
21 knowledge and understanding that by waiving spousal support at this
22 time, they will not be able to go back into any court and request
23 support in the future.

24 3. PROPERTY AND DEBT PROVISIONS:

25 The parties have divided all of the community property
26 and assets and there are none to be disposed of by way of this
27 Agreement. Each party shall keep the personal property now in their
28 possession.

1
2 4. FAMILY RESIDENCE: The parties are the owners in
3 joint tenancy of the residence and real property located at 43481
4 Dessie Way, Hemet, California 92544. Husband shall immediately
5 execute an interspousal transfer deed conveying all of his right,
6 title and interest in the property to Wife. There will be no
7 equalization payment at this time but should the residence be sold
8 at any time, the proceeds from said sale shall be shared equally
9 between the parties with the appropriate credits to Wife for
10 maintaining said property. (She Did not maintain)

11 5. WAIVER OF FINAL DISCLOSURE DECLARATION: The parties
12 hereby waive service of Final Declaration of Disclosure from the
13 other party. Each party understands that by agreeing to this
14 waiver, they may be affecting their ability to have the judgment
15 set aside as provided by law. The authority to execute this waiver
16 is not intending, in and of itself, to affect the law regarding the
17 fiduciary obligation owed by the parties, the parties' rights with
18 respect to setting aside a judgment, or any other rights or
19 responsibilities of the parties as provided by law. This waiver is
20 knowingly, intelligently, and voluntarily entered into by each of
21 the parties.

22 6. BANKRUPTCY PROCEEDINGS: If either party elects to
23 file bankruptcy proceedings, the court will retain jurisdiction
24 over the distribution of assets and liabilities set forth herein.

25 7. DIVISION OF OMITTED COMMUNITY PROPERTY: The Court
26 in the parties' dissolution will reserve jurisdiction to divide
27 equally between the parties any liabilities omitted from division
28 under this agreement that would have been their community

1 liabilities as of the effective date of the agreement. Any after-
2 discovered assets shall be liquidated in a mutually agreed upon
3 manner, with each party receiving 50% of the proceeds therefrom.
4 This provision shall not be deemed to impair the availability in a
5 court of competent jurisdiction of any other remedy arising from
6 the omission of such property.

7 8. TAX RETURNS: The parties will file separate
8 federal and state income tax returns for the year 2003 and will
9 file separately in every year thereafter.

10 9. RETIREMENT BENEFITS: The parties waive any right
11 and/or entitlement he/she may have toward's the other's
12 retirement/employment benefits, if any.

13 10. HOLD HARMLESS: Husband and Wife each agree that
14 they will not at any time hereafter contract any debts, charges or
15 liabilities whatsoever for which the property or estate of the
16 other shall or may become liable or answerable; that they will, at
17 all times hereafter, keep the other party free and harmless from
18 any and all debts and liabilities which may have been heretofore or
19 hereinafter incurred by him or her except as herein provided.

20 11. SEPARATE PROPERTY: The parties agree that, except
21 as provided elsewhere in this agreement, any and all property
22 acquired by either Husband or Wife from and after July 3, 2002,
23 shall be the sole and separate property of the one so acquiring
24 same and each of the parties respectively grants to the other all
25 such future acquisition of property as the sole and separate
26 property of the one acquiring same.

27 12. COOPERATION: The parties shall, on demand of the
28 other, execute and deliver any instrument, furnish any information

1 or perform any other acts reasonably necessary to carry out the
2 provisions of this agreement without undue delay or expense.
3 Either party who fails to comply with this paragraph shall
4 reimburse the other for any expense, including attorneys' fees and
5 court costs, that, as a result of this failure, becomes reasonably
6 necessary to carry out this agreement.

7 13. INTENT: The parties intend to settle all rights
8 and obligations between them, including all aspects of their
9 marital rights and obligations. Except as otherwise provided
10 herein, each of the parties releases the other from all
11 liabilities, debts and other obligations of any kind, whether
12 previously or hereafter incurred, including personal obligations
13 and encumbrances on the other's property, except that neither this
14 release nor any provision of this agreement shall affect the right
15 of either party to collect or recover attorneys' fees or costs for
16 enforcing or modifying the rights under this agreement.

17 14. MODIFICATION BY SUBSEQUENT AGREEMENT: This
18 agreement may be modified by subsequent agreement of the parties
19 only by an instrument in writing signed by both of them, an oral
20 agreement to the extent that the parties execute it, or an in court
21 oral agreement made into an order by a court of competent
22 jurisdiction.

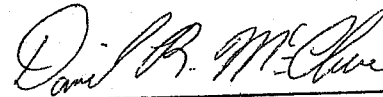
23 15. STIPULATION AND WAIVERS: The parties hereto
24 stipulate that this cause may be tried as an uncontested matter by
25 a Commissioner sitting as a Temporary Judge. The parties waive
26 their rights to Notice of Trial, Statement of Decision, and
27 Conclusions of Law, Motions for a new trial, and their right to
28 appeal. The parties hereto agree that the terms of this

1 stipulation and waiver may be incorporated into the final Judgment
2 of Dissolution of Marriage to be obtained in this matter and that
3 the parties shall each be bound by the terms hereof.

4 16. OTHER ORDERS: Each of the parties shall execute
5 forthwith all documents necessary to carry out the terms of this
6 agreement, and upon failure so to do within 10 days, the Court may,
7 upon appropriate motion, appoint the County Clerk as its
8 commissioner to execute said documents. Further, each party shall
9 provide to the other any and all documents related to any property
10 assumed or transferred to the other in this dissolution.

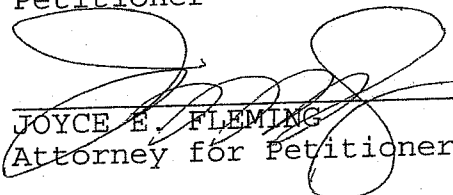
11 The orders set forth herein shall be effective
12 immediately and shall be enforceable until such time as the formal
13 Judgment of Dissolution of Marriage has been entered.

14
15 Dated: 2-5-04



DAVID R. MCCLURE
Petitioner

16
17 Dated: 3-8-04



JOYCE E. FLEMING
Attorney for Petitioner

18
19
20 Dated: _____

CONSTANCE D. MCCLURE
Respondent

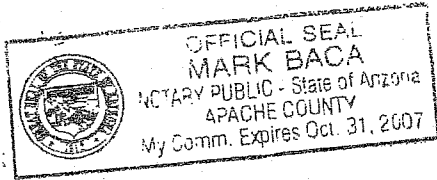
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23 (NOTARY ACKNOWLEDGMENTS ATTACHED HERETO.)

24
25 - ORDER -

26 IT IS SO ORDERED:

1 Dated: _____

JUDGE OF THE SUPERIOR COURT



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Signed before me on this 5th day
of Feb 2007 by James E. Miller
Notary Public Mark B.

1 stipulation and waiver may be incorporated into the final Judgment
2 of Dissolution of Marriage to be obtained in this matter and that
3 the parties shall each be bound by the terms hereof.

4 16. OTHER ORDERS: Each of the parties shall execute
5 forthwith all documents necessary to carry out the terms of this
6 agreement, and upon failure so to do within 10 days, the Court may,
7 upon appropriate motion, appoint the County Clerk as its
8 commissioner to execute said documents. Further, each party shall
9 provide to the other any and all documents related to any property
10 assumed or transferred to the other in this dissolution.

11 The orders set forth herein shall be effective
12 immediately and shall be enforceable until such time as the formal
13 Judgment of Dissolution of Marriage has been entered.

14
15 Dated: _____

DAVID R. McCLURE
Petitioner

ACKNOWLEDGMENT

State of California }
County of RIVERSIDE } ss.
On 2/4/04 before me, SARAH TORRES (here insert name)
Notary Public, personally appeared CONSTANCE D. McCLURE

_____ per
clm

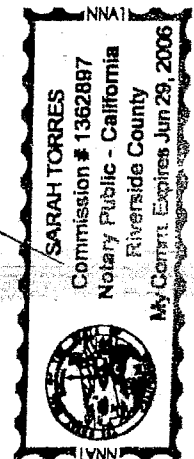
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(x) whose
name(s) is/are subscribed to the within instrument and acknowledged to me all that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on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

WITNESS my hand and official seal.

Signature Sarah Torres

(affix seal)

MENT



1 Dated: _____

Lori Kennedy, Commissioner

JUDGE OF THE SUPERIOR COURT

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Joyce E. Fleming
LAW OFFICE OF JOYCE E. FLEMING
41877 Enterprise Circle North
Suite 120
Temecula, CA 92590

TELEPHONE NO.: (909) 296-6761

FAX NO.: (909) 296-6762

ATTORNEY FOR (Name): Petitioner

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

STREET ADDRESS: 30755-D AULD ROAD

MAILING ADDRESS: 30755-D AULD ROAD

CITY AND ZIP CODE: MURRIETA, CA 92563

BRANCH NAME: FAMILY LAW BRANCH

MARRIAGE OF

PETITIONER: DAVID R. MCCLURE

RESPONDENT: CONSTANCE D. MCCLURE

DECLARATION FOR DEFAULT OR UNCONTESTED

☒ DISSOLUTION or ☐ LEGAL SEPARATION

CASE NUMBER:

SWD 000235

(NOTE: Items 1 through 16 apply to both dissolution and legal separation proceedings.)

1. I declare that if I appeared in court and were sworn, I would testify to the truth of the facts in this declaration.
2. I agree that my case will be proven by this declaration and that I will not appear before the court unless I am ordered by the court to do so.
3. All the information in the ☒ Petition ☐ Response is true and correct.
4. DEFAULT OR UNCONTESTED (Check a or b)
 - a. ☐ The default of the respondent was entered or is being requested, and I am not seeking any relief not requested in the petition. OR
 - b. ☒ The parties have agreed that the matter may proceed as an uncontested matter without notice, and the agreement is attached or it is incorporated in the attached marital settlement agreement or stipulated judgment.
5. MARITAL SETTLEMENT AGREEMENT (Check a or b)
 - a. ☒ The parties have entered into an ☐ AGREEMENT or ☒ STIPULATED JUDGMENT regarding their property and marital rights, including support, the original of which is or has been submitted to the court. I request the court to approve the agreement. OR
 - b. ☐ There is NO AGREEMENT or STIPULATED JUDGMENT, and the following statements are true (check at least one, including item (2) if a community estate exists):
 - (1) ☐ There are no community or quasi-community assets or community debts to be disposed of by the court.
 - (2) ☐ The community and quasi-community assets and debts are listed on the attached **completed** current *Property Declaration* (form FL-160), which includes an estimate of the value of the assets and debts that I propose to be distributed to each party. The division in the proposed *Judgment (Family Law)* (form FL-180) is a fair and equal division of the property and debts, or if there is a negative estate, the debts are assigned fairly and equitably.
6. DECLARATION OF DISCLOSURE (Check a, b, or c)
 - a. ☒ Both the petitioner and respondent have filed, or are filing concurrently, a *Declaration Regarding Service of Declaration of Disclosure and Income and Expense Declaration* (form FL-141).
 - b. ☐ This matter is proceeding by default. I am the Petitioner in this action and have filed a proof of service of the preliminary *Declaration of Disclosure* (form FL-140) with the court. I hereby waive receipt of the final *Declaration of Disclosure* (form FL-140) from the respondent.
 - c. ☐ This matter is proceeding as an uncontested action. Service of the final *Declaration of Disclosure* (form FL-140) is mutually waived by both parties. A waiver provision executed by both parties under penalty of perjury is contained in the marital settlement agreement or proposed judgment, or other separate stipulation.
7. ☐ CHILD CUSTODY should be ordered as set forth in the proposed *Judgment (Family Law)* (form FL-180).
8. ☐ CHILD VISITATION should be ordered as set forth in the proposed *Judgment (Family Law)* (form FL-180).
9. SPOUSAL AND FAMILY SUPPORT If a support order or attorney fees are requested, submit a **completed** *Income and Expense Declaration* (form FL-150), unless a current form is on file. Include your best estimate of the other party's income. (Check at least one of the following):
 - a. ☒ I knowingly give up forever any right to receive spousal support.
 - b. ☐ I ask the court to reserve jurisdiction to award spousal support in the future to (name):
 - c. ☐ Spousal support should be ordered as set forth in the proposed *Judgment (Family Law)* (form FL-180).
 - d. ☐ Family support should be ordered as set forth in the proposed *Judgment (Family Law)* (form FL-180).

DECLARATION FOR DEFAULT OR UNCONTESTED
DISSOLUTION OR LEGAL SEPARATION
(Family Law)

Legal
Solutions
& Plus

PETITIONER: DAVID R. McCLURE

CASE NUMBER:

SWD 000235

RESPONDENT: CONSTANCE D. McCLURE

10. ☐ CHILD SUPPORT should be ordered as set forth in the proposed *Judgment (Family Law)* (form FL-180).
11. a. I ☐ am receiving ☐ am not receiving ☐ intend to apply for public assistance for the child or children listed in the proposed order.
- b. To the best of my knowledge the other party ☐ is ☐ is not receiving public assistance.
12. ☐ Petitioner ☐ Respondent is presently receiving public assistance and all support should be made payable to the local child support agency at the address set forth in the proposed judgment. A representative of the local child support agency has signed the proposed judgment.
13. If there are minor children, check and complete item a and item b or c:
- a. My gross (before taxes) monthly income is as follows: \$
- b. ☐ The estimated gross monthly income of the other party is as follows: \$
- c. ☐ I have no knowledge of the estimated monthly income of the other party for the following reasons (*specify*):
- d. ☐ I request that this order be based on ☐ Petitioner's ☐ Respondent's earning ability. The facts in support of my estimate of earning ability are (*specify*):
☐ Continued in Attachment 13d.
14. ☐ PARENTAGE of the children of the Petitioner and Respondent born prior to their marriage should be ordered as set forth in the proposed *Judgment (Family Law)* (form FL-180). A declaration regarding parentage is attached.
15. ☐ ATTORNEY FEES should be ordered as set forth in the proposed *Judgment (Family Law)* (form FL-180).
16. There are irreconcilable differences that have led to the irremediable breakdown of the marriage and there is no possibility of saving the marriage through counseling or other means.
17. This declaration may be reviewed by a commissioner sitting as a temporary judge who may determine whether to grant this request or require my appearance under Family Code section 2336.

STATEMENTS IN THIS BOX APPLY ONLY TO DISSOLUTIONS — items 18 through 21

18. Petitioner and/or the Respondent has been a resident of this county for at least three months and of the State of California for at least six months continuously and immediately preceding the date of the filing of the petition.
19. I ask that the court grant the request for a judgment for dissolution of marriage based upon irreconcilable differences and that the court make the orders set forth in the proposed *Judgment (Family Law)* (form FL-180) submitted with this declaration.
20. ☐ This declaration is for the termination of **marital status only**. I ask the court to reserve jurisdiction over all issues whose determination is not requested in this declaration.
21. ☐ Petitioner ☐ Respondent requests restoration of his/her former name as set forth in the proposed *Judgment (Family Law)* (form FL-180).

THIS STATEMENT APPLIES ONLY TO LEGAL SEPARATIONS

22. I ask that the court grant the request for a judgment for legal separation based upon irreconcilable differences and that the court make the orders set forth in the proposed *Judgment (Family Law)* (form FL-180) submitted with this declaration.

I UNDERSTAND THAT A JUDGMENT OF LEGAL SEPARATION DOES NOT TERMINATE A MARRIAGE AND I AM STILL MARRIED.

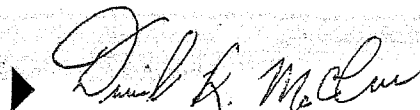
23. ☐ Other (*specify*):

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

Date: 02-05-04

DAVID R. McCLURE

(TYPE OR PRINT NAME)



(SIGNATURE OF DECLARANT)

**DECLARATION FOR DEFAULT OR UNCONTESTED
DISSOLUTION OR LEGAL SEPARATION
(Family Law)**

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): Joyce E. Fleming LAW OFFICE OF JOYCE E. FLEMING 41877 Enterprise Circle North Suite 120 Temecula, CA 92590 TELEPHONE NO.: (909) 296-6761 FAX NO.: (909) 296-6762 ATTORNEY FOR (Name): Petitioner		FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE MAR 18 2004 <hr/>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE STREET ADDRESS: 30755-D AULD ROAD MAILING ADDRESS: 30755-D AULD ROAD CITY AND ZIP CODE: MURRIETA, CA 92563 BRANCH NAME: FAMILY LAW BRANCH		
PETITIONER: DAVID R. McCLURE RESPONDENT: CONSTANCE D. McCLURE		
APPEARANCE, STIPULATIONS, AND WAIVERS		
		CASE NUMBER: SWD 000235

1. ☐ Respondent makes a general appearance.
2. ☒ Respondent has previously made a general appearance.
3. ☐ Respondent is a member of the military services of the United States of America and waives all rights under the Soldiers and Sailors Civil Relief Act of 1940, as amended, and does not contest this proceeding.
4. ☒ The parties stipulate that this cause may be tried as an uncontested matter.
5. ☒ The parties waive their rights to notice of trial, findings of fact and conclusions of law, motion for new trial, and the right to appeal.
6. ☒ This matter may be tried by a commissioner sitting as a temporary judge.
7. ☒ A written settlement agreement has been entered into between the parties.
8. ☐ A stipulation for judgment will be submitted to the court at the uncontested proceeding.
9. ☒ None of these stipulations or waivers shall apply unless the court approves the written settlement agreement or stipulation for judgment.
10. ☐ Both parties have executed an *Advisement and Waiver of Rights Re: Establishment of Parental Relationship* (form FL-235).
11. ☐ Other (specify):

12. Total number of boxes checked: 6

Date: 3-8-04

DAVID R. McCLURE

(TYPE OR PRINT NAME)

Date: 3-8-04

CONSTANCE D. McCLURE

(TYPE OR PRINT NAME)

Date: 3-8-04

Joyce E. Fleming

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

David R. McClure
(SIGNATURE OF PETITIONER)

Constance D. McClure
(SIGNATURE OF RESPONDENT)

Joyce E. Fleming
(SIGNATURE OF ATTORNEY FOR PETITIONER)

(SIGNATURE OF ATTORNEY FOR RESPONDENT)

Taylor, Desiree

From: Taylor, Desiree
Sent: Thursday, March 22, 2012 10:56 AM
To: 'msvictoria49@yahoo.com'
Cc: Potenciano, Adrian
Subject: RE: Assessment update #549223016-4

David,

You are correct in that it still has to go to County counsel and then be approved by them and the Board and then it will be an additional 90 days until the warrant was cut. We recently had reviewed your file and after reviewing it I tried to call the phone number listed on the claim but it is telling me that your number has been disconnected. The issue on this file is that I have one document from the courts from your ex wife saying that she is entitled to the whole property. Then I have another document from you stating that you are entitled to half of the proceeds and an attachment (the notarized copy) from the document showing that everything goes to her is attached but you had attached it to your documents. I am going to need the final dissolution documents from the court before I can send this to County Counsel. We legally cannot release any funds until this matter is resolved.

Thank you,

Desiree' D. Taylor
County of Riverside
Treasurer-Tax Collector
(951) 955-3859

-----Original Message-----

From: msvictoria49@yahoo.com [<mailto:msvictoria49@yahoo.com>]
Sent: Thursday, March 22, 2012 10:12 AM
To: Taylor, Desiree
Subject: Re: Assessment update #549223016-4

Hello Desiree,

It has been over 3 years since you sold the property. Has it not gone to the County Counsel's office yet?

Or been approved by him yet?

Or gone before the Board of Supervisors for approval?

The way we understand the paperwork that after the 2 above steps you still don't issue the warrant for 90 more days.

This there not a time limit that CA has to pay someone?

thank you,

David McClure

From: "Taylor, Desiree" <DDTaylor@co.riverside.ca.us>
To: msvictoria49@yahoo.com
Sent: Monday, January 30, 2012 6:32 PM
Subject: RE: Assessment update #549223016-4

Hello Victoria,

I have placed a copy of your request in the file and so each time we make an update you will know about it. If you have any further questions please let me know.

Thank you,

Desiree' D. Taylor
County of Riverside
Treasurer-Tax Collector
(951) 955-3859

-----Original Message-----

From: msvictoria49@yahoo.com [<mailto:msvictoria49@yahoo.com>]
Sent: Friday, January 27, 2012 8:02 AM
To: Taylor, Desiree
Subject: Re: Assessment update #549223016-4

Desiree,
We really appreciate all your help with this and was hoping that you could keep us up to date as to when each step is completed and passed on to the next step.
Thank you,
Victoria And David McClure

From: "Taylor, Desiree" <DDTaylor@co.riverside.ca.us>
To: msvictoria49@yahoo.com
Sent: Tuesday, January 3, 2012 3:45 PM
Subject: RE: Assessment update #549223016-4

Victoria,

As you know Susan that was working the excess proceeds is no longer in our unit. We have a new employee starting today and so I went ahead and pulled the file. Since we are in the process of getting out our mailing for our upcoming sale we should be able to get the file over to our County Counsel's office by the end of the month. Once he approves it we can place it before the Board of Supervisors for approval and then the warrant can be issued. If you have any further questions please let me know.

Thank you,

Desiree' D. Taylor
County of Riverside
Treasurer-Tax Collector
(951) 955-3859

-----Original Message-----

From: msvictoria49@yahoo.com [<mailto:msvictoria49@yahoo.com>]
Sent: Wednesday, December 28, 2011 9:41 AM
To: Taylor, Desiree
Subject: Assessment update #549223016-4

Good morning Desiree,
I have found the assessment number for David McClure. 549223016-4 The property was sold over 32 months ago.
David really needs an update as to where in the process is claim is please.
We know you are very busy but if you would please let us know ASAP what is happening with this that would be greatly appreciated.

Thank you for all your help.
Victoria Brown & David R McClure
757-408-1310

Potenciano, Adrian

From: Taylor, Desiree
Sent: Monday, January 30, 2012 3:32 PM
To: Potenciano, Adrian
Subject: FW: Assessment update #549223016-4
Attachments: TEXT.htm; Mime.822

Adrian,

This is one of the files that we pulled that will need to be worked right away. Can you please place this email in the file so that we can update them at each step?

Thank you,

Desiree' D. Taylor
County of Riverside
Treasurer-Tax Collector
(951) 955-3859

-----Original Message-----

From: msvictoria49@yahoo.com [<mailto:msvictoria49@yahoo.com>]
Sent: Friday, January 27, 2012 8:02 AM
To: Taylor, Desiree
Subject: Re: Assessment update #549223016-4

Desiree,

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Victoria And David McClure

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Sent: Tuesday, January 3, 2012 3:45 PM
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Thank you,

Desiree' D. Taylor
County of Riverside
Treasurer-Tax Collector
(951) 955-3859

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Sent: Wednesday, December 28, 2011 9:41 AM

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Subject: Assessment update #549223016-4

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We know you are very busy but if you would please let us know ASAP what is happening with this that would be greatly appreciated.

Thank you for all your help.

Victoria Brown & David R McClure

757-408-1310

ORDER NUMBER: 120860007

CASE: SWD000235

victoria l brown

913 virginia beach blvd #59

virginia beach, VA 23451

Order Amount \$23.50

Documents in Order

Judgment for Dissolution by Declaration filed by DAVID R MCCLURE; Judge Commissioner Lori Hunt Kennedy

1 Certified copy

11 Document Pages

Plus the copy of the back page with
Stamp on it

95L 955 3990

Desire

4/2/12

Deserie

Here are the pages we received
from the courts. There are 13 pages
including this one.

Valencia 408-1310

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Joyce E. Fleming LAW OFFICE OF JOYCE E. FLEMING 41877 Enterprise Circle North Suite 120 Temecula, CA 92590 TELEPHONE NO.: (909) 296-6761 FAX NO.: (909) 296-6762 ATTORNEY FOR (Name): Petitioner		FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE MAR 18 2004 PAM POWELL
SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE STREET ADDRESS: 30755-D Auld Road MAILING ADDRESS: 30755-D Auld Road CITY AND ZIP CODE: Temecula, CA 92590 BRANCH NAME: SOUTHWEST JUSTICE CENTER		
MARRIAGE OF PETITIONER: DAVID R. McCLURE RESPONDENT: CONSTANCE D. McCLURE		
JUDGMENT <input checked="" type="checkbox"/> Dissolution <input type="checkbox"/> Legal separation <input type="checkbox"/> Nullity <input type="checkbox"/> Status only <input type="checkbox"/> Reserving jurisdiction over termination of marital status <input type="checkbox"/> Judgment on reserved issues Date marital status ends: MAR 18 2004		CASE NUMBER: SWD 00235

1. ☐ This judgment ☐ contains personal conduct restraining orders ☐ modifies existing restraining orders. The restraining orders are contained on page(s) of attachment. They expire on (date):
2. This proceeding was heard as follows: ☒ Default or uncontested ☐ By declaration under Fam. Code, § 2336
☐ Contested
 a. Date: **MAR 18 2004** Dept.: **5101** Room.:
 b. Judicial officer (name): ☒ Temporary judge **Lori Kennedy, Commissioner**
 c. ☐ Petitioner present in court ☐ Attorney present in court (name):
 d. ☐ Respondent present in court ☐ Attorney present in court (name):
 e. ☐ Claimant present in court (name): ☐ Attorney present in court (name):
 f. ☐ Other (specify name):
3. The court acquired jurisdiction of the respondent on (date): **09/25/02**
☒ Respondent was served with process.
☐ Respondent appeared.
4. THE COURT ORDERS, GOOD CAUSE APPEARING:
 a. ☒ Judgment of dissolution is entered. Marital status is terminated and the parties are restored to the status of unmarried persons **MAR 18 2004**
 (1) ☒ on the following date (specify):
 (2) ☐ on a date to be determined on noticed motion of either party or on stipulation.
 b. ☐ Judgment of legal separation is entered.
 c. ☐ Judgment of nullity is entered. The parties are declared to be unmarried persons on the ground of (specify):

 d. ☐ This judgment will be entered nunc pro tunc as of (date):
 e. ☐ Judgment on reserved issues.
 f. ☐ Wife's ☐ Husband's former name is restored (specify):
 g. ☐ Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below.
 h. ☐ This judgment contains provisions for child support or family support. Both parties must complete and file with the court a **Child Support Case Registry Form (form FL-101)** within 10 days of the date of this judgment. The parents must notify the court of any change in the information submitted within 10 days of the change by filing an updated form. The form **Notice of Rights and Responsibilities—Health Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order (form FL-192)** is attached.

MARRIAGE OF (Last name, first name of parties): In re Marriage of McMCLURE CASE NUMBER:
SWD 00235

4. i. ☒ A marital settlement agreement between the parties is attached.
j. ☐ A written stipulation for judgment between the parties is attached.
k. ☐ Child custody and visitation is ordered as set forth in the attached
(1) ☐ marital settlement agreement, stipulation for judgment, or other written agreement.
(2) ☐ Child Custody and Visitation Order Attachment (form FL-341).
(3) ☐ Stipulation and Order for Custody and/or Visitation of Children (form FL-355).
(4) ☐ other (specify):

l. ☐ Child support is ordered as set forth in the attached
(1) ☐ marital settlement agreement, stipulation for judgment, or other written agreement.
(2) ☐ Child Support Information and Order Attachment (form FL-342).
(3) ☐ Stipulation to Establish or Modify Child Support and Order (form FL-350).
(4) ☐ other (specify):

m. ☒ Spousal support is ordered as set forth in the attached
(1) ☒ marital settlement agreement, stipulation for judgment, or other written agreement.
(2) ☐ Spousal or Family Support Order Attachment (form FL-343).
(3) ☐ other (specify):

☐ NOTICE: It is the goal of this state that each party will make reasonable good faith efforts to become self-supporting as provided for in Family Code section 4320. The failure to make reasonable good faith efforts may be one of the factors considered by the court as a basis for modifying or terminating spousal support.

n. ☒ Property division is ordered as set forth in attached
(1) ☒ marital settlement agreement, stipulation for judgment, or other written agreement.
(2) ☐ Property Order Attachment to Judgment (form FL-345)
(3) ☐ other (specify):

o. ☐ Parentage is established for children of this relationship born prior to the marriage.
p. ☐ Other (specify):

Each attachment to this judgment is incorporated into this judgment, and the parties are ordered to comply with each attachment's provisions.

Jurisdiction is reserved to make other orders necessary to carry out this judgment.

Date:

JUDICIAL OFFICER

5. Number of pages attached: 9

☒ SIGNATURE FOLLOWS LAST ATTACHMENT

NOTICE

Dissolution or legal separation may automatically cancel the rights of a spouse under the other spouse's will, trust, retirement benefit plan, power of attorney, pay-on-death bank account, transfer-on-death vehicle registration, survivorship rights to any property owned in joint tenancy, and any other similar thing. It does not automatically cancel the rights of a spouse as beneficiary of the other spouse's life insurance policy. You should review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement benefit plans, and credit reports, to determine whether they should be changed or whether you should take any other actions.

A debt or obligation may be assigned to one party as part of the dissolution of property and debts, but if that party does not pay the debt or obligation, the creditor may be able to collect from the other party.

An earnings assignment will automatically be issued if child support, family support, or spousal support is ordered.

Any party required to pay support must pay interest on overdue amounts at the "legal rate," which is currently 10 percent.

1 JOYCE E. FLEMING, ESQ.
2 LAW OFFICE OF JOYCE E. FLEMING
3 41877 Enterprise Circle North
4 Suite 120
5 Temecula, California 92590
6 (909) 296-6761 FAX: (909) 296-6762

7
8 Attorney for Petitioner

9 SUPERIOR COURT FOR THE STATE OF CALIFORNIA
10 COUNTY OF RIVERSIDE, SOUTHWEST JUSTICE CENTER

11 In Re Marriage of:) Case No. SWD 00235
12)
13 Petitioner: DAVID R. MCCLURE)
14 and) STIPULATION FOR
15 Respondent: CONSTANCE D. MCCLURE) JUDGMENT
16)

17 The parties have entered into this agreement and make it
18 effective as of the date of execution. The parties to this
19 agreement are: (a) CONSTANCE D. MCCLURE, hereinafter referred to as
20 "Wife" and (b) DAVID R. MCCLURE, hereinafter referred to as
21 "Husband". The parties hereby mutually agree as follows:

22 STATISTICAL

23 A. The parties were married on April 5, 1986, and
24 separated on March 1, 2002, a marriage of 15 years, 11 months
25 duration.

26 B. The parties have no minor children,

27 C. Wife's Social Security Number is _____; and
28 Husband's Social Security Number is [REDACTED]

///

1 D. Irreconcilable differences have arisen between the
2 parties and these differences have led to an irremediable breakdown
3 of the marriage. The parties have agreed to live free from any
4 interference by the other.

5 E. There is currently on file in the Superior Court of
6 Riverside County, Case No. SWD 000235, a proceeding for dissolution
7 of marriage between the parties.

8 1. PURPOSES OF THIS AGREEMENT: The purposes of this
9 agreement are to:

10 (a) settle all property interest and rights that
11 each party may have with respect to the other; and

12 (b) settle the obligations of each party for the
13 support of the other and their minor children; and

14 (c) relinquish any and all past, present or future
15 claims that each may have against the property or the estate of the
16 other and his or her executors, administrators, representatives,
17 successors and assigns, except as otherwise provided herein.

18 2. SPOUSAL SUPPORT: The parties knowingly and
19 intelligently waive, now and forever the right to request and
20 receive spousal support from the other party with the full
21 knowledge and understanding that by waiving spousal support at this
22 time, they will not be able to go back into any court and request
23 support in the future.

24 3. PROPERTY AND DEBT PROVISIONS:

25 The parties have divided all of the community property
26 and assets and there are none to be disposed of by way of this
27 Agreement. Each party shall keep the personal property now in their
28 possession.

1
2 4. FAMILY RESIDENCE: The parties are the owners in
3 joint tenancy of the residence and real property located at 43481
4 Dessie Way, Hemet, California 92544. Husband shall immediately
5 execute an interspousal transfer deed conveying all of his right,
6 title and interest in the property to Wife. There will be no
7 equalization payment at this time but should the residence be sold
8 at any time, the proceeds from said sale shall be shared equally
9 between the parties with the appropriate credits to Wife for
10 maintaining said property.

11 5. WAIVER OF FINAL DISCLOSURE DECLARATION: The parties
12 hereby waive service of Final Declaration of Disclosure from the
13 other party. Each party understands that by agreeing to this
14 waiver, they may be affecting their ability to have the judgment
15 set aside as provided by law. The authority to execute this waiver
16 is not intending, in and of itself, to affect the law regarding the
17 fiduciary obligation owed by the parties, the parties' rights with
18 respect to setting aside a judgment, or any other rights or
19 responsibilities of the parties as provided by law. This waiver is
20 knowingly, intelligently, and voluntarily entered into by each of
21 the parties.

22 6. BANKRUPTCY PROCEEDINGS: If either party elects to
23 file bankruptcy proceedings, the court will retain jurisdiction
24 over the distribution of assets and liabilities set forth herein.

25 7. DIVISION OF OMITTED COMMUNITY PROPERTY: The Court
26 in the parties' dissolution will reserve jurisdiction to divide
27 equally between the parties any liabilities omitted from division
28 under this agreement that would have been their community

1 or perform any other acts reasonably necessary to carry out the
2 provisions of this agreement without undue delay or expense.
3 Either party who fails to comply with this paragraph shall
4 reimburse the other for any expense, including attorneys' fees and
5 court costs, that, as a result of this failure, becomes reasonably
6 necessary to carry out this agreement.

7 13. INTENT: The parties intend to settle all rights
8 and obligations between them, including all aspects of their
9 marital rights and obligations. Except as otherwise provided
10 herein, each of the parties releases the other from all
11 liabilities, debts and other obligations of any kind, whether
12 previously or hereafter incurred, including personal obligations
13 and encumbrances on the other's property, except that neither this
14 release nor any provision of this agreement shall affect the right
15 of either party to collect or recover attorneys' fees or costs for
16 enforcing or modifying the rights under this agreement.

17 14. MODIFICATION BY SUBSEQUENT AGREEMENT: This
18 agreement may be modified by subsequent agreement of the parties
19 only by an instrument in writing signed by both of them, an oral
20 agreement to the extent that the parties execute it, or an in court
21 oral agreement made into an order by a court of competent
22 jurisdiction.

23 15. STIPULATION AND WAIVERS: The parties hereto
24 stipulate that this cause may be tried as an uncontested matter by
25 a Commissioner sitting as a Temporary Judge. The parties waive
26 their rights to Notice of Trial, Statement of Decision, and
27 Conclusions of Law, Motions for a new trial, and their right to
28 appeal. The parties hereto agree that the terms of this

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Dated: _____

JUDGE OF THE SUPERIOR COURT



State of Arizona County of Apache
Signed before me on this 5th day
of February, 2007, by David L. Melise
Notary Public Mark B.



1 stipulation and waiver may be incorporated into the final Judgment
2 of Dissolution of Marriage to be obtained in this matter and that
3 the parties shall each be bound by the terms hereof.

4 16. OTHER ORDERS: Each of the parties shall execute
5 forthwith all documents necessary to carry out the terms of this
6 agreement, and upon failure so to do within 10 days, the Court may,
7 upon appropriate motion, appoint the County Clerk as its
8 commissioner to execute said documents. Further, each party shall
9 provide to the other any and all documents related to any property
10 assumed or transferred to the other in this dissolution.

11 The orders set forth herein shall be effective
12 immediately and shall be enforceable until such time as the formal
13 Judgment of Dissolution of Marriage has been entered.

14
15 Dated: _____

DAVID R. McCLURE
Petitioner

ACKNOWLEDGMENT

State of California

County of RIVERSIDE

on 2/14/04 before me, SARAH TORRES (here insert name)

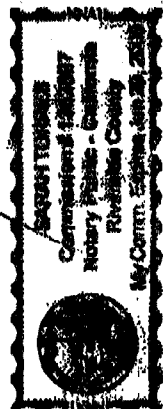
Notary Public, personally appeared CONSTANCE D. McCLURE

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 all 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 per-
son(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Sarah Torres



Copy of Page 6 with

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MAR 18 2004
MAR 18 2004

Dated: _____

[Signature]
JUDGE OF THE SUPERIOR COURT

RETURN ONLY

Copy of Page 7 with Judge

THIS MUST BE ATTACHED TO BE A
"CERTIFIED COPY"

Each document to which this certificate is attached
is certified to be a full, true and correct copy of the
original on file and of record in my office.

Superior Court of California
County of Riverside

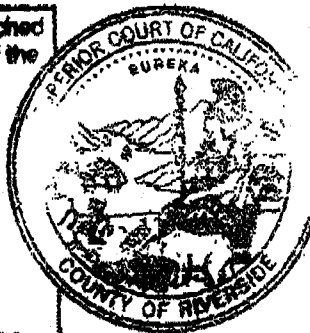
By

DEPUTY

Dated

3-27-12

Certification must be in red to be a
"CERTIFIED COPY"



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: TC 182 Item: 239 Assessment No.: 549-223-016

Assessee(s): David & Constance McClure

Situs: 43481 Dessie Way, Hemet, CA 92544-1923

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 **\$22,081.00** (approx.) from the sale of the above mentioned real property. I/We were the ¹ 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.

Owner by Deed

Documents Attached: Copy of the Deed; ID; etc.

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 27th day of July ~~June~~ 2009 at Kern California
County, State

Constance McClure

Signature of Claimant

Constance McClure

12697 Hiatt Ave
McFarland, CA 93250

(951) 260-6300

SCO 8-21 (1-99)

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 **549-223-016** 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 \$22,081.00 (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.

Constance McClure
Constance McClure

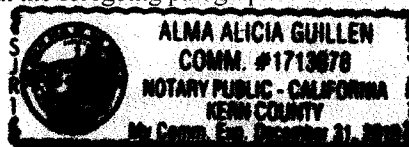
STATE OF California)
COUNTY OF Kern)

12697 Hiatt Ave
McFarland, CA 93250
(951) 260-6300

On July 27, 2009, before me, Alma Alicia Guillen,
personally appeared Constance McClure 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

Alma Alicia Guillen
(Signature of Notary) Alma Alicia Guillen



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)

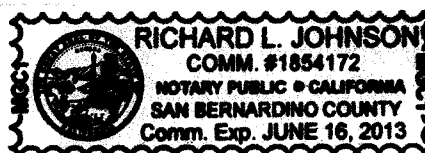
Randall D. Witte
NATIONWIDE ASSET RECOVERY SERVICES
17100 Bear Valley Rd. B-201
Victorville, CA 92395

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO)

On 9/15/2009, 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)



RECORDING REQUIRED BY

DOC # 2001-117528

03/22/2001 08:08Z Fee: \$0.00
Page 1 of 1 Doc Tax Paid
Recorded in Official Records
County of Riverside

Gary L. Oram
Assessor, County Clerk & Recorder



NAME DAVID McCLURE and CONSTANCE
McCLURE
ADDRESS 43481 DESSIE WAY
CITY STATE HEMET, CA. 92544

Title Order No. 4012989-22
Kserow No. 14976-T
Assessor's Parcel No. 549-223-016-4
Date March 14, 2001

LI	SI	LI	PAGE	SEE	OR	PCOR	NOCCOR	REF	DATE

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DL

GRANT DEED

The undersigned declares that the documentary transfer tax is \$26.40 and is computed on the full value of the interest or property conveyed. The property is located in an unincorporated area.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, PEGGY FRANCIS PETTIJOHN, a married woman as her sole and separate property

does hereby GRANT to

DAVID McCLURE and CONSTANCE McCLURE, husband and wife as joint tenants the following described real property in the County of RIVERSIDE, State of California:

LOT 5 OF TRACT NO. 6978-1, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 84, PAGES 25, 26 & 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Peggy Francis Pettijohn
PEGGY FRANCIS PETTIJOHN

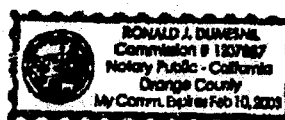
STATE OF CALIFORNIA
COUNTY OF ORANGE } ss.

On 3-14-2001 before me, a Notary Public in and for said State, personally appeared PEGGY FRANCIS PETTIJOHN, personally known to me (or 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Ronald J. Dumesnil*

FOR NOTARY SEAL OR STAMP



MAIL TAX STATEMENTS AS DIRECTED ABOVE

CS11700A PEV 784

1 JOYCE E. FLEMING, ESQ.
2 LAW OFFICE OF JOYCE E. FLEMING
3 41877 Enterprise Circle North
Suite 120
4 Temecula, California 92590
(909) 296-6761 FAX: (909) 296-6762

5 Attorney for Petitioner
6
7

8 SUPERIOR COURT FOR THE STATE OF CALIFORNIA
9 COUNTY OF RIVERSIDE, SOUTHWEST JUSTICE CENTER
10

11 In Re Marriage of:) Case No. SWD 00235
12)
12 Petitioner: DAVID R. McCLURE)
13)
13 and) STIPULATION FOR
14) JUDGMENT
14 Respondent: CONSTANCE D. McCLURE)
15)
15 _____)

16 The parties have entered into this agreement and make it
17 effective as of the date of execution. The parties to this
18 agreement are: (a) CONSTANCE D. McCLURE, hereinafter referred to as
19 "Wife" and (b) DAVID R. McCLURE, hereinafter referred to as
20 "Husband". The parties hereby mutually agree as follows:

21 STATISTICAL

22 A. The parties were married on April 5, 1986, and
23 separated on March 1, 2002, a marriage of 15 years, 11 months
24 duration.

25 B. The parties have no minor children,

26 C. Wife's Social Security Number is _____; and
27 Husband's Social Security Number is [REDACTED]

28 / / /

1 D. Irreconcilable differences have arisen between the
2 parties and these differences have led to an irremediable breakdown
3 of the marriage. The parties have agreed to live free from any
4 interference by the other.

5 E. There is currently on file in the Superior Court of
6 Riverside County, Case No. SWD 000235, a proceeding for dissolution
7 of marriage between the parties.

8 1. PURPOSES OF THIS AGREEMENT: The purposes of this
9 agreement are to:

10 (a) settle all property interest and rights that
11 each party may have with respect to the other; and

12 (b) settle the obligations of each party for the
13 support of the other and their minor children; and

14 (c) relinquish any and all past, present or future
15 claims that each may have against the property or the estate of the
16 other and his or her executors, administrators, representatives,
17 successors and assigns, except as otherwise provided herein.

18 2. SPOUSAL SUPPORT: The parties knowingly and
19 intelligently waive, now and forever the right to request and
20 receive spousal support from the other party with the full
21 knowledge and understanding that by waiving spousal support at this
22 time, they will not be able to go back into any court and request
23 support in the future.

24 3. PROPERTY AND DEBT PROVISIONS:

25 The parties have divided all of the community property
26 and assets and there are none to be disposed of by way of this
27 Agreement. Each party shall keep the personal property now in their
28 possession.

1
2 4. FAMILY RESIDENCE: The parties are the owners in
3 joint tenancy of the residence and real property located at 43481
4 Dessie Way, Hemet, California 92544. Husband shall immediately
5 execute an interspousal transfer deed conveying all of his right,
6 title and interest in the property to Wife. There will be no
7 equalization payment at this time but should the residence be sold
8 at any time, the proceeds from said sale shall be shared equally
9 between the parties with the appropriate credits to Wife for
10 maintaining said property.

11 5. WAIVER OF FINAL DISCLOSURE DECLARATION: The parties
12 hereby waive service of Final Declaration of Disclosure from the
13 other party. Each party understands that by agreeing to this
14 waiver, they may be affecting their ability to have the judgment
15 set aside as provided by law. The authority to execute this waiver
16 is not intending, in and of itself, to affect the law regarding the
17 fiduciary obligation owed by the parties, the parties' rights with
18 respect to setting aside a judgment, or any other rights or
19 responsibilities of the parties as provided by law. This waiver is
20 knowingly, intelligently, and voluntarily entered into by each of
21 the parties.

22 6. BANKRUPTCY PROCEEDINGS: If either party elects to
23 file bankruptcy proceedings, the court will retain jurisdiction
24 over the distribution of assets and liabilities set forth herein.

25 7. DIVISION OF OMITTED COMMUNITY PROPERTY: The Court
26 in the parties' dissolution will reserve jurisdiction to divide
27 equally between the parties any liabilities omitted from division
28 under this agreement that would have been their community

1 liabilities as of the effective date of the agreement. Any after-
2 discovered assets shall be liquidated in a mutually agreed upon
3 manner, with each party receiving 50% of the proceeds therefrom.
4 This provision shall not be deemed to impair the availability in a
5 court of competent jurisdiction of any other remedy arising from
6 the omission of such property.

7 8. TAX RETURNS: The parties will file separate
8 federal and state income tax returns for the year 2003 and will
9 file separately in every year thereafter.

10 9. RETIREMENT BENEFITS: The parties waive any right
11 and/or entitlement he/she may have toward's the other's
12 retirement/employment benefits, if any.

13 10. HOLD HARMLESS: Husband and Wife each agree that
14 they will not at any time hereafter contract any debts, charges or
15 liabilities whatsoever for which the property or estate of the
16 other shall or may become liable or answerable; that they will, at
17 all times hereafter, keep the other party free and harmless from
18 any and all debts and liabilities which may have been heretofore or
19 hereinafter incurred by him or her except as herein provided.

20 11. SEPARATE PROPERTY: The parties agree that, except
21 as provided elsewhere in this agreement, any and all property
22 acquired by either Husband or Wife from and after July 3, 2002,
23 shall be the sole and separate property of the one so acquiring
24 same and each of the parties respectively grants to the other all
25 such future acquisition of property as the sole and separate
26 property of the one acquiring same.

27 12. COOPERATION: The parties shall, on demand of the
28 other, execute and deliver any instrument, furnish any information

1 or perform any other acts reasonably necessary to carry out the
2 provisions of this agreement without undue delay or expense.
3 Either party who fails to comply with this paragraph shall
4 reimburse the other for any expense, including attorneys' fees and
5 court costs, that, as a result of this failure, becomes reasonably
6 necessary to carry out this agreement.

7 13. INTENT: The parties intend to settle all rights
8 and obligations between them, including all aspects of their
9 marital rights and obligations. Except as otherwise provided
10 herein, each of the parties releases the other from all
11 liabilities, debts and other obligations of any kind, whether
12 previously or hereafter incurred, including personal obligations
13 and encumbrances on the other's property, except that neither this
14 release nor any provision of this agreement shall affect the right
15 of either party to collect or recover attorneys' fees or costs for
16 enforcing or modifying the rights under this agreement.

17 14. MODIFICATION BY SUBSEQUENT AGREEMENT: This
18 agreement may be modified by subsequent agreement of the parties
19 only by an instrument in writing signed by both of them, an oral
20 agreement to the extent that the parties execute it, or an in court
21 oral agreement made into an order by a court of competent
22 jurisdiction.

23 15. STIPULATION AND WAIVERS: The parties hereto
24 stipulate that this cause may be tried as an uncontested matter by
25 a Commissioner sitting as a Temporary Judge. The parties waive
26 their rights to Notice of Trial, Statement of Decision, and
27 Conclusions of Law, Motions for a new trial, and their right to
28 appeal. The parties hereto agree that the terms of this

1 stipulation and waiver may be incorporated into the final Judgment
2 of Dissolution of Marriage to be obtained in this matter and that
3 the parties shall each be bound by the terms hereof.

4 16. OTHER ORDERS: Each of the parties shall execute
5 forthwith all documents necessary to carry out the terms of this
6 agreement, and upon failure so to do within 10 days, the Court may,
7 upon appropriate motion, appoint the County Clerk as its
8 commissioner to execute said documents. Further, each party shall
9 provide to the other any and all documents related to any property
10 assumed or transferred to the other in this dissolution.

11 The orders set forth herein shall be effective
12 immediately and shall be enforceable until such time as the formal
13 Judgment of Dissolution of Marriage has been entered.

14
15 Dated: _____

DAVID R. McCLURE
Petitioner

16
ACKNOWLEDGMENT

ier

[Signature]

State of California

County of RIVERSIDE } ss.

On 2/14/04 before me, SARAH TORRES (here insert name)

Notary Public, personally appeared CONSTANCE D. McCLURE

0.)

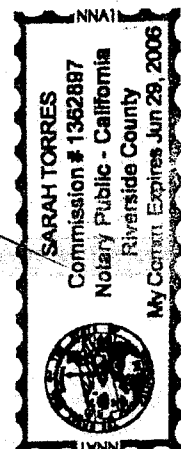
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the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

WITNESS my hand and official seal.

Signature Sarah Torres

(affix seal)

MENT



**STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
CERTIFICATE OF TITLE**

Manufactured Home

Decal No: LBC5926

Manufacturer ID/Name		Trade Name		Model		DOM	DFS	RY	Exp. Date		
REDMAN		KIRKWOOD				00/00/1975	04/07/1976				
Serial Number		Label/Insignia Number		Weight	Length	Width	SPC	SCC	Exempt	Use	Type
S1262956X		182111			54'	12'		33		SFD	LPT
S1262956U		182112			54'	12'					
								Issued		Total Fees Paid	
								May 07, 2001		\$107.00	

Addressee

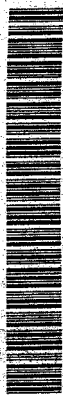
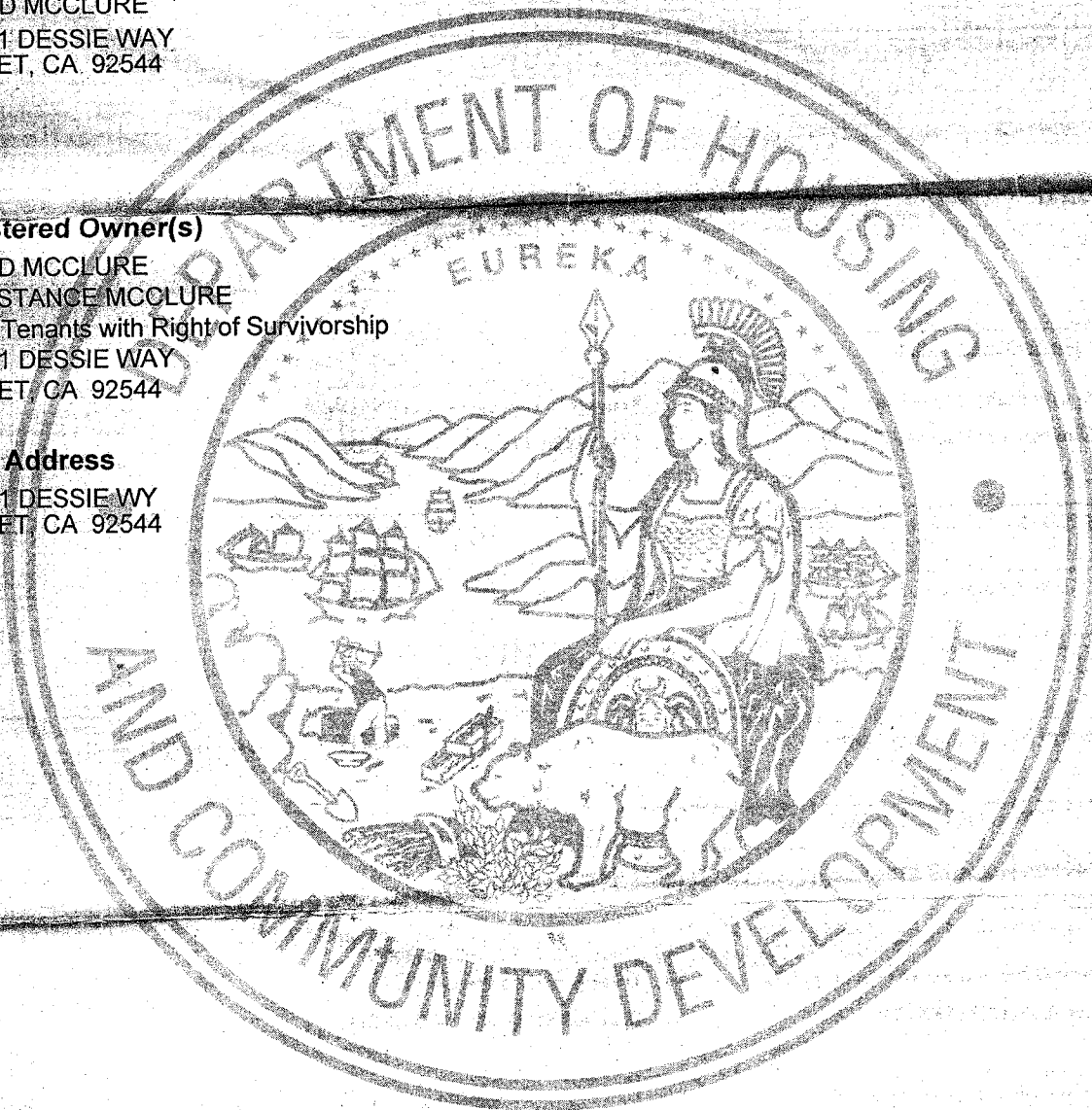
DAVID MCCLURE
43481 DESSIE WAY
HEMET, CA 92544

Registered Owner(s)

DAVID MCCLURE
CONSTANCE MCCLURE
Joint Tenants with Right of Survivorship
43481 DESSIE WAY
HEMET, CA 92544

Situs Address

43481 DESSIE WY
HEMET, CA 92544



IMPORTANT

THE OWNER INFORMATION SHOWN ABOVE MAY NOT REFLECT ALL LIENS RECORDED WITH THE
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT.
THE CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.



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

September 29, 2009

RECEIVED
2009 SEP 29 AM 10:13
RIVERSIDE COUNTY
TREAS - TAX COLLECTOR

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

RE: Excess Proceeds Claim for Constance McClure and Nationwide Asset Recovery Services,

AP# 549-223-016

To Whom It May Concern:

This Office represents Constance McClure 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.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

October 11, 2009

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

TC182 ITEM 23A

RE: Excess Proceeds Claim for Constance McClure and Nationwide Asset Recovery Services,

AP# 549-223-016

To Whom It May Concern:

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

- Copy of the Driver's Licence and SS Card
- Letter of Explanation on why she should get 100% of the Excess Proceeds

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

Sincerely,

Randall D. Witte
Claim Manager

CALIFORNIA
EXPIRES 10-02-10
CLASS: C
DRIVER LICENSE
CONSTANCE DOLORES MCCLURE
43481 DESSIE MAY
HENEF CA 92544
SEX: F HAIR: BRN EYES: BRN
HT: 5-03 WT: 135 DOB: 10-02-51
Constance McClure
09/30/2005 635 18 FD/10

SOCIAL SECURITY
THIS NUMBER HAS BEEN ESTABLISHED FOR
CONSTANCE DOLORES MCCLURE
Constance DoLores McClure
SIGNATURE

Sept. 13, 2009

Nationwide Asset Recovery LLC
17100 Bear Valley Rd. B-201
Victorville, Ca
Atten: Randall D Witte

Mr. Mcaluso was supposed to do interspousal transfer and never did. He was also supposed to help with any maintenance that I had done on the home. He also said he would help me pay half the taxes and never did. Up to this point I do not know of his whereabouts.

Sincerely
Constance D Mcaluso

Taylor, Desiree

From: Taylor, Desiree
Sent: Thursday, March 22, 2012 10:56 AM
To: 'msvictoria49@yahoo.com'
Cc: Potenciano, Adrian
Subject: RE: Assessment update #549223016-4

David,

You are correct in that it still has to go to County counsel and then be approved by them and the Board and then it will be an additional 90 days until the warrant was cut. We recently had reviewed your file and after reviewing it I tried to call the phone number listed on the claim but it is telling me that your number has been disconnected. The issue on this file is that I have one document from the courts from your ex wife saying that she is entitled to the whole property. Then I have another document from you stating that you are entitled to half of the proceeds and an attachment (the notarized copy) from the document showing that everything goes to her is attached but you had attached it to your documents. I am going to need the final dissolution documents from the court before I can send this to County Counsel. We legally cannot release any funds until this matter is resolved.

Thank you,

Desiree' D. Taylor
County of Riverside
Treasurer-Tax Collector
(951) 955-3859

-----Original Message-----

From: msvictoria49@yahoo.com [<mailto:msvictoria49@yahoo.com>]
Sent: Thursday, March 22, 2012 10:12 AM
To: Taylor, Desiree
Subject: Re: Assessment update #549223016-4

Hello Desiree,
It has been over 3 years since you sold the property. Has it not gone to the County Counsel's office yet?
Or been approved by him yet?
Or gone before the Board of Supervisors for approval?
The way we understand the paperwork that after the 2 above steps you still don't issue the warrant for 90 more days.
This there not a time limit that CA has to pay someone?
thank you,
David McClure

From: "Taylor, Desiree" <DDTaylor@co.riverside.ca.us>
To: msvictoria49@yahoo.com
Sent: Monday, January 30, 2012 6:32 PM
Subject: RE: Assessment update #549223016-4

Hello Victoria,

I have placed a copy of your request in the file and so each time we make an update you will know about it. If you have any further questions please let me know.

Thank you,

Desiree' D. Taylor
County of Riverside
Treasurer-Tax Collector
(951) 955-3859

-----Original Message-----

From: msvictoria49@yahoo.com [mailto:msvictoria49@yahoo.com]
Sent: Friday, January 27, 2012 8:02 AM
To: Taylor, Desiree
Subject: Re: Assessment update #549223016-4

Desiree,

We really appreciate all your help with this and was hoping that you could keep us up to date as to when each step is completed and passed on to the next step.

Thank you,

Victoria And David McClure

From: "Taylor, Desiree" <DDTaylor@co.riverside.ca.us>
To: msvictoria49@yahoo.com
Sent: Tuesday, January 3, 2012 3:45 PM
Subject: RE: Assessment update #549223016-4

Victoria,

As you know Susan that was working the excess proceeds is no longer in our unit. We have a new employee starting today and so I went ahead and pulled the file. Since we are in the process of getting out our mailing for our upcoming sale we should be able to get the file over to our County Counsel's office by the end of the month. Once he approves it we can place it before the Board of Supervisors for approval and then the warrant can be issued. If you have any further questions please let me know.

Thank you,

Desiree' D. Taylor
County of Riverside
Treasurer-Tax Collector
(951) 955-3859

-----Original Message-----

From: msvictoria49@yahoo.com [mailto:msvictoria49@yahoo.com]
Sent: Wednesday, December 28, 2011 9:41 AM
To: Taylor, Desiree
Subject: Assessment update #549223016-4

Good morning Desiree,

I have found the assessment number for David McClure. 549223016-4 The property was sold over 32 months ago.

David really needs an update as to where in the process is claim is please.

We know you are very busy but if you would please let us know ASAP what is happening with this that would be greatly appreciated.

Thank you for all your help.
Victoria Brown & David R McClure
757-408-1310

Potenciano, Adrian

From: Taylor, Desiree
Sent: Monday, January 30, 2012 3:32 PM
To: Potenciano, Adrian
Subject: FW: Assessment update #549223016-4
Attachments: TEXT.htm; Mime.822

Adrian,

This is one of the files that we pulled that will need to be worked right away. Can you please place this email in the file so that we can update them at each step?

Thank you,

Desiree' D. Taylor
County of Riverside
Treasurer-Tax Collector
(951) 955-3859

-----Original Message-----

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Thank you,

Desiree' D. Taylor
County of Riverside
Treasurer-Tax Collector
(951) 955-3859

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We know you are very busy but if you would please let us know ASAP what is happening with this that would be greatly appreciated.

Thank you for all your help.

Victoria Brown & David R McClure

757-408-1310

ORDER NUMBER: 120860007

CASE: SWD000235

Victoria I brown

913 virginia beach blvd #59

virginia beach, VA 23451

Order Amount: \$23.50

Documents in Order

Judgment for Dissolution by Declaration filed by DAVID R MCCLURE; Judge Commissioner Lori Hunt Kennedy

1 Certified copy

11 Document Pages

Plus the copy of the back page with
Stamp on it

951-955-3990

Deserie

4/2/12

Deserie

Here are the pages we received
from the courts. There are 13 pages
including this one.

Victoria I brown
757 408-1310

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Joyce E. Fleming LAW OFFICE OF JOYCE E. FLEMING 41877 Enterprise Circle North Suite 120 Temecula, CA 92590 TELEPHONE NO.: (909) 296-6761 FAX NO.: (909) 296-6762 ATTORNEY FOR (Name): Petitioner		FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE MAR 18 2004 PAM POWELL
SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE STREET ADDRESS: 30755-D Auld Road MAILING ADDRESS: 30755-D Auld Road CITY AND ZIP CODE: Temecula, CA 92590 BRANCH NAME: SOUTHWEST JUSTICE CENTER		
MARRIAGE OF PETITIONER: DAVID R. McCLURE RESPONDENT: CONSTANCE D. McCLURE		
JUDGMENT <input checked="" type="checkbox"/> Dissolution <input type="checkbox"/> Legal separation <input type="checkbox"/> Nullity <input type="checkbox"/> Status only <input type="checkbox"/> Reserving jurisdiction over termination of marital status <input type="checkbox"/> Judgment on reserved issues Date marital status ends: MAR 18 2004		CASE NUMBER: SWD 00235

1. ☐ This judgment ☐ contains personal conduct restraining orders. ☐ modifies existing restraining orders. The restraining orders are contained on page(s) of attachment. They expire on (date):
2. This proceeding was heard as follows: ☒ Default or uncontested ☐ By declaration under Fam. Code, § 2336
☐ Contested
 a. Date: MAR 18 2004 Dept: 5/01 Room: ☒ Temporary Judge Lori Kennedy, Commissioner
 b. Judicial officer (name): ☐ Attorney present in court (name):
 c. ☐ Petitioner present in court ☐ Attorney present in court (name):
 d. ☐ Respondent present in court ☐ Attorney present in court (name):
 e. ☐ Claimant present in court (name):
 f. ☐ Other (specify name):
3. The court acquired jurisdiction of the respondent on (date): 09/25/02
☒ Respondent was served with process.
☐ Respondent appeared.
4. THE COURT ORDERS, GOOD CAUSE APPEARING:
 a. ☒ Judgment of dissolution is entered. Marital status is terminated and the parties are restored to the status of unmarried persons on the following date (specify): MAR 18 2004
 (1) ☒ on the following date (specify):
 (2) ☐ on a date to be determined on noticed motion of either party or on stipulation.
 b. ☐ Judgment of legal separation is entered.
 c. ☐ Judgment of nullity is entered. The parties are declared to be unmarried persons on the ground of (specify):
 d. ☐ This judgment will be entered nunc pro tunc as of (date):
 e. ☐ Judgment on reserved issues.
 f. ☐ Wife's ☐ Husband's former name is restored (specify):
 g. ☐ Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below.
 h. ☐ This judgment contains provisions for child support or family support. Both parties must complete and file with the court a Child Support Case Registry Form (form FL-181) within 10 days of the date of this judgment. The parties must notify the court of any change in the information submitted within 10 days of the change by filing an updated form. The form Notice of Rights and Responsibilities—Health Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order (form FL-182) is attached.

MARRIAGE OF (Last name, first name of parties): In re Marriage of McMCLURE

CASE NUMBER:
SWD 00235

4. i. ☒ A marital settlement agreement between the parties is attached.
j. ☐ A written stipulation for judgment between the parties is attached.
k. ☐ Child custody and visitation is ordered as set forth in the attached
(1) ☐ marital settlement agreement, stipulation for judgment, or other written agreement.
(2) ☐ Child Custody and Visitation Order Attachment (form FL-341).
(3) ☐ Stipulation and Order for Custody and/or Visitation of Children (form FL-355).
(4) ☐ other (specify):

l. ☐ Child support is ordered as set forth in the attached
(1) ☐ marital settlement agreement, stipulation for judgment, or other written agreement.
(2) ☐ Child Support Information and Order Attachment (form FL-342).
(3) ☐ Stipulation to Establish or Modify Child Support and Order (form FL-350).
(4) ☐ other (specify):

m. ☒ Spousal support is ordered as set forth in the attached
(1) ☒ marital settlement agreement, stipulation for judgment, or other written agreement.
(2) ☐ Spousal or Family Support Order Attachment (form FL-343).
(3) ☐ other (specify):

☐ NOTICE: It is the goal of this state that each party will make reasonable good faith efforts to become self-supporting as provided for in Family Code section 4320. The failure to make reasonable good faith efforts may be one of the factors considered by the court as a basis for modifying or terminating spousal support.

n. ☒ Property division is ordered as set forth in attached
(1) ☒ marital settlement agreement, stipulation for judgment, or other written agreement.
(2) ☐ Property Order Attachment to Judgment (form FL-345)
(3) ☐ other (specify):

o. ☐ Parentage is established for children of this relationship born prior to the marriage.
p. ☐ Other (specify):

Each attachment to this judgment is incorporated into this judgment, and the parties are ordered to comply with each attachment's provisions.

Jurisdiction is reserved to make other orders necessary to carry out this judgment.

Date:

JUDICIAL OFFICER

5. Number of pages attached: 9

☒ SIGNATURE FOLLOWS LAST ATTACHMENT

NOTICE

Dissolution or legal separation may automatically cancel the rights of a spouse under the other spouse's will, trust, retirement benefit plan, power of attorney, pay-on-death bank account, transfer-on-death vehicle registration, survivorship rights to any property owned in joint tenancy, and any other similar thing. It does not automatically cancel the rights of a spouse as beneficiary of the other spouse's life insurance policy. You should review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement benefit plans, and credit reports, to determine whether they should be changed or whether you should take any other actions.

A debt or obligation may be assigned to one party as part of the dissolution of property and debts, but if that party does not pay the debt or obligation, the creditor may be able to collect from the other party.

An earnings assignment will automatically be issued if child support, family support, or spousal support is ordered.

Any party required to pay support must pay interest on overdue amounts at the "legal rate," which is currently 10 percent.

1 JOYCE E. FLEMING, ESQ.
2 LAW OFFICE OF JOYCE E. FLEMING
3 41877 Enterprise Circle North
4 Suite 120
5 Temecula, California 92590
6 (909) 296-6761 FAX: (909) 296-6762

7 Attorney for Petitioner

8 SUPERIOR COURT FOR THE STATE OF CALIFORNIA
9 COUNTY OF RIVERSIDE, SOUTHWEST JUSTICE CENTER

10
11 In Re Marriage of:) Case No. SWD 00235
12)
13 Petitioner: DAVID R. McCLURE)
14) STIPULATION FOR
15 and) JUDGMENT
16 Respondent: CONSTANCE D. McCLURE)
17)
18)

19 The parties have entered into this agreement and make it
20 effective as of the date of execution. The parties to this
21 agreement are: (a) CONSTANCE D. McCLURE, hereinafter referred to as
22 "Wife" and (b) DAVID R. McCLURE, hereinafter referred to as
23 "Husband". The parties hereby mutually agree as follows:

24 STATISTICAL

25 A. The parties were married on April 5, 1986, and
26 separated on March 1, 2002, a marriage of 15 years, 11 months
27 duration.

28 B. The parties have no minor children,

29 C. Wife's Social Security Number is _____; and
30 Husband's Social Security Number is _____

31 / / /

1 D. Irreconcilable differences have arisen between the
2 parties and these differences have led to an irremediable breakdown
3 of the marriage. The parties have agreed to live free from any
4 interference by the other.

5 E. There is currently on file in the Superior Court of
6 Riverside County, Case No. SWD 000235, a proceeding for dissolution
7 of marriage between the parties.

8 1. PURPOSES OF THIS AGREEMENT: The purposes of this
9 agreement are to:

10 (a) settle all property interest and rights that
11 each party may have with respect to the other; and

12 (b) settle the obligations of each party for the
13 support of the other and their minor children; and

14 (c) relinquish any and all past, present or future
15 claims that each may have against the property or the estate of the
16 other and his or her executors, administrators, representatives,
17 successors and assigns, except as otherwise provided herein.

18 2. SPOUSAL SUPPORT: The parties knowingly and
19 intelligently waive, now and forever the right to request and
20 receive spousal support from the other party with the full
21 knowledge and understanding that by waiving spousal support at this
22 time, they will not be able to go back into any court and request
23 support in the future.

24 3. PROPERTY AND DEBT PROVISIONS:

25 The parties have divided all of the community property
26 and assets and there are none to be disposed of by way of this
27 Agreement. Each party shall keep the personal property now in their
28 possession.

1
2 4. FAMILY RESIDENCE: The parties are the owners in
3 joint tenancy of the residence and real property located at 43481
4 Dessie Way, Hemet, California 92544. Husband shall immediately
5 execute an interspousal transfer deed conveying all of his right,
6 title and interest in the property to Wife. There will be no
7 equalization payment at this time but should the residence be sold
8 at any time, the proceeds from said sale shall be shared equally
9 between the parties with the appropriate credits to Wife for
10 maintaining said property.

11 5. WAIVER OF FINAL DISCLOSURE DECLARATION: The parties
12 hereby waive service of Final Declaration of Disclosure from the
13 other party. Each party understands that by agreeing to this
14 waiver, they may be affecting their ability to have the judgment
15 set aside as provided by law. The authority to execute this waiver
16 is not intending, in and of itself, to affect the law regarding the
17 fiduciary obligation owed by the parties, the parties' rights with
18 respect to setting aside a judgment, or any other rights or
19 responsibilities of the parties as provided by law. This waiver is
20 knowingly, intelligently, and voluntarily entered into by each of
21 the parties.

22 6. BANKRUPTCY PROCEEDINGS: If either party elects to
23 file bankruptcy proceedings, the court will retain jurisdiction
24 over the distribution of assets and liabilities set forth herein.

25 7. DIVISION OF OMITTED COMMUNITY PROPERTY: The Court
26 in the parties' dissolution will reserve jurisdiction to divide
27 equally between the parties any liabilities omitted from division
28 under this agreement that would have been their community

1 liabilities as of the effective date of the agreement. Any after-
2 discovered assets shall be liquidated in a mutually agreed upon
3 manner, with each party receiving 50% of the proceeds therefrom.
4 This provision shall not be deemed to impair the availability in a
5 court of competent jurisdiction of any other remedy arising from
6 the omission of such property.

7 8. TAX RETURNS: The parties will file separate
8 federal and state income tax returns for the year 2003 and will
9 file separately in every year thereafter.

10 9. RETIREMENT BENEFITS: The parties waive any right
11 and/or entitlement he/she may have toward's the other's
12 retirement/employment benefits, if any.

13 10. HOLD HARMLESS: Husband and Wife each agree that
14 they will not at any time hereafter contract any debts, charges or
15 liabilities whatsoever for which the property or estate of the
16 other shall or may become liable or answerable; that they will, at
17 all times hereafter, keep the other party free and harmless from
18 any and all debts and liabilities which may have been heretofore or
19 hereinafter incurred by him or her except as herein provided.

20 11. SEPARATE PROPERTY: The parties agree that, except
21 as provided elsewhere in this agreement, any and all property
22 acquired by either Husband or Wife from and after July 3, 2002,
23 shall be the sole and separate property of the one so acquiring
24 same and each of the parties respectively grants to the other all
25 such future acquisition of property as the sole and separate
26 property of the one acquiring same.

27 12. COOPERATION: The parties shall, on demand of the
28 other, execute and deliver any instrument, furnish any information

1 or perform any other acts reasonably necessary to carry out the
2 provisions of this agreement without undue delay or expense.
3 Either party who fails to comply with this paragraph shall
4 reimburse the other for any expense, including attorneys' fees and
5 court costs, that, as a result of this failure, becomes reasonably
6 necessary to carry out this agreement.

7 13. INTENT: The parties intend to settle all rights
8 and obligations between them, including all aspects of their
9 marital rights and obligations. Except as otherwise provided
10 herein, each of the parties releases the other from all
11 liabilities, debts and other obligations of any kind, whether
12 previously or hereafter incurred, including personal obligations
13 and encumbrances on the other's property, except that neither this
14 release nor any provision of this agreement shall affect the right
15 of either party to collect or recover attorneys' fees or costs for
16 enforcing or modifying the rights under this agreement.

17 14. MODIFICATION BY SUBSEQUENT AGREEMENT: This
18 agreement may be modified by subsequent agreement of the parties
19 only by an instrument in writing signed by both of them, an oral
20 agreement to the extent that the parties execute it, or an in court
21 oral agreement made into an order by a court of competent
22 jurisdiction.

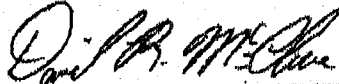
23 15. STIPULATION AND WAIVERS: The parties hereto
24 stipulate that this cause may be tried as an uncontested matter by
25 a Commissioner sitting as a Temporary Judge. The parties waive
26 their rights to Notice of Trial, Statement of Decision, and
27 Conclusions of Law, Motions for a new trial, and their right to
28 appeal. The parties hereto agree that the terms of this

1 stipulation and waiver may be incorporated into the final Judgment
2 of Dissolution of Marriage to be obtained in this matter and that
3 the parties shall each be bound by the terms hereof.

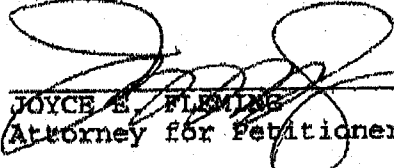
4 16. OTHER ORDERS: Each of the parties shall execute
5 forthwith all documents necessary to carry out the terms of this
6 agreement, and upon failure so to do within 10 days, the Court may,
7 upon appropriate motion, appoint the County Clerk as its
8 commissioner to execute said documents. Further, each party shall
9 provide to the other any and all documents related to any property
10 assumed or transferred to the other in this dissolution.

11 The orders set forth herein shall be effective
12 immediately and shall be enforceable until such time as the formal
13 Judgment of Dissolution of Marriage has been entered.

14
15 Dated: 2-5-04


DAVID R. McCLURE
Petitioner

16
17 Dated: 3-8-04


JOYCE E. FLEMING
Attorney for Petitioner

18
19
20 Dated: _____

CONSTANCE D. McCLURE
Respondent

21
22
23 (NOTARY ACKNOWLEDGMENTS ATTACHED HERETO.)

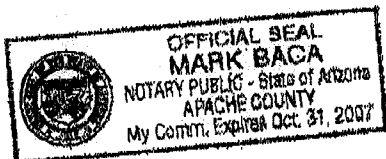
24
25 - ORDER -

26 IT IS SO ORDERED;

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Dated: _____

JUDGE OF THE SUPERIOR COURT



State of Arizona County of Apache
Signed before me on this 5th day
of February, 2007, by David L. White
Notary Public Mark B.

1 stipulation and waiver may be incorporated into the final Judgment
2 of Dissolution of Marriage to be obtained in this matter and that
3 the parties shall each be bound by the terms hereof.

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14
15 Dated: _____

DAVID R. McCLURE
Petitioner

ACKNOWLEDGMENT

State of California

County of RIVERSIDE

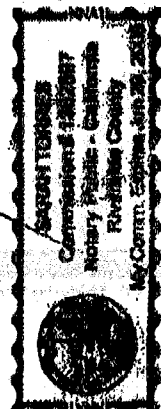
on 2/14/04 before me, SARAH TORRES (here insert name)

Notary Public, personally appeared CONSTANCE D. McCLURE

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 per-
son(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Sarah Torres



Copy of Page 6 with

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Dated: _____

MAR 18 2004

[Signature]
JUDGE OF THE SUPERIOR COURT

EXHIBIT ONLY

Copy of Page 7 with [unclear]

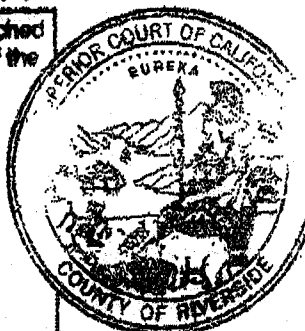
This must be initialed to be a
"CERTIFIED COPY"

Each document to which this certificate is attached
is certified to be a full, true and correct copy of the
original on file and of the same in my office.

Superior Court of California
County of Riverside

By *[Signature]*
DEPUTY

Dated: 3-27-12



Certification must be in red to be a
"CERTIFIED COPY"