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



FROM: Don Kent, Treasurer/Tax Collector

SUBMITTAL DATE:
AUG 0 7 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 NO In Current Year Budget: Current F.Y. Total Cost: \$ 21,551.30 **FINANCIAL** N/A \$ 0.00 **Budget Adjustment: Current F.Y. Net County Cost: DATA** \$ 0.00 2012-13 For Fiscal Year: **Annual Net County Cost:** Positions To Be SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale **Deleted Per A-30** Requires 4/5 Vote C.E.O. RECOMMENDATION: **APPROVE**

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

Karen L

Johnson

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: Date:

None

xc:

September 25, 2012 Treasurer, Auditor

Prev. Agn. Ref.:

District: 3/3

Agenda Number:

9.23

Kecia Harper-Ihem

Clerk of the Board

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

Policy

Consent

Policy

M

ATTACHMENTS FILED

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 \$21,551,30 from the sale of the above mentioned property owner(s) [check in one box] at the time Recorder's Document No.2001-117528; recorded I/We are the rightful claimants by virtue of the attached hereto each item of documentation supporting the claim	of the sale of the property as is evidenced by Riverside County on 3/22/2001. A copy of this document is attached hereto. assignment of interest. I/We have listed below and attached
NOTE: YOUR CLAIM WILL NOT BE CONSIDERED L	
Disolution of Marria	e-CASE#SWD 000235
(Hilighted Section Per Which Shows I'm e	-taining to home)
have to sign the claim unless the claimant submits proof claimant may only receive his or her respective portion of I/We affirm under penalty of perjury that the foregoing is	
Signature of Claimant	Signature of Claimant
DAvio R McClure Print Name 913 Virginia Beach Blvo#59	Print Name
Street Address Virginia Beach VA 23451	Street Address
City, State, Zip	City, State, Zip
757- 408-0927 Phone Number	Phone Number SCO 8-21 (1-99)

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

\$ 21,551.30

June 4, 2009

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 <u>most applicants will be able to fill it out without help</u>. 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

117-170(Rev. 5-03)

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL THIS DEED AND TAX STATEMENTS TO:

DAVID McCLURE and CONSTANCE

ADDRESS MCCHOKE

CITY 4 43481 DESSIE WAY

STATE 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# 07/12/

DOC # 2001-117528 03/22/2001 08:008 Fee: 26.00

93/22/2001 08:000 Fee: 26.00
Page 1 of 1 Doc T Tax Paid
Recorded in Official Records
County of Riverside
Gary L. Orso

Assessor, County Clerk & Recorder



96

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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 CALLEORNIA, 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

STATE OF CALIFORNIA NANGE

on 2-19-1001 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.

MAIL TAY STATE

RONALD J. DUMESNIL
Commission # 1207997
Notary Public - California
Orange County
My Comm. Equires Feb 10, 2003

MAIL TAX STATEMENTS AS DIRECTED ABOVE

First Car

SSSI 270A REV. 7/94

40117107-40

	/	l form
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name	me, state ber number, and address):	T GOPY FOR COURT USE ONLY
I noace r. tremind		TO SOUTH OUT ONLY
LAW OFFICE OF JOYCE E.	FLEMING	
41877 Enterprise Circl	e North	
Suite 120 Temecula, CA 92590		
TELEPHONE NO. (200) 200	CD C1	
TELEPHONE NO.: (909) 296- ATTORNEY FOR (Name): Petitioner	6/61 FAXNO.: (909) 296-6	762 一月 1 1 1 1 1 1 1 1 1 1
SUPERIOR COURT OF CALIFORNI		P L SUIST OF CALIFORNIA
SUPERIOR COURT OF CALIFORNI STREET ADDRESS: 30755-D Auld	A, COUNTY OF RIVERSIDE	SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE
MAILING ADDRESS: 30755-D' Auld	Road	GGG.
CITY AND ZIP CODE: Temecula, CA	ROAD	APR 05 2004
BRANCH NAME: SOUTHWEST JUS	92390	AFR 00 200.
DETITIONED DAVIED D	DIICE CENTER	
PETITIONER: DAVID R. McCL	JURE	
		Charles of the Control of the Contro
RESPONDENT: CONSTANCE D.	McCLURE	
NOTICE OF EN	ITRY OF JUDGMENT	CASE NUMBER:
	- CODOMENT	SWD 000235
You are notified that the following judgment	ent was entered on (data)	
1. X Dissolution of Marriage	MAR 1 8 200	14 ¹
2. Dissolution of Marriage –	Otation	
3 Dissolution of Marriage	— Status Only	
4. Legal Separation	 Reserving Jurisdiction Over Termination of 	Marital Status
5. Nullity		
6 Percent Oblider and		
6. Parent-Child Relationship	ORIG	INAL/COPY MAILED HANDED
7. Judgment on Reserved Is 8. Other (specify):	ssues	
		-1 -1 $4/$
o. L Other (specify).	TO-	Chand 17/ Sma
o Other (specify).	TO:_	Client 17/ Am
	TO:_	Client 171 Amy
Date:	TO:_	Client 17/ 2/mg
00 to 1988	TO:_	PAM POWELL
AS 4. N. 8.	Clark by	PAM POWELL
00 to 1988	TO:_ Clerk, by	PAM POWELL , Deputy
Date:		, Deputy
Date: - NOTICE TO AT Under the provisions of Code of Civil Br	TTORNEY OF RECORD OR PARTY WIT	, Deputy
Date: - NOTICE TO AT Under the provisions of Code of Civil Br	TTORNEY OF RECORD OR PARTY WIT	, Deputy
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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):	FL-180
Joyce E. Fleming	FOR COURT USE ONLY
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	SUPERIOR COURT OF CALIFORNIA
SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE	COUNTY OF RIVERSIDE
STREET ADDRESS: 30755-D Auld Road	
MAILING ADDRESS: 30755-D. Auld Road	MAR 1 8 2004
CITY AND ZIP CODE: Temecula, CA 92590	
BRANCH NAME: SOUTHWEST JUSTICE CENTER	
MARRIAGE OF	
PETITIONER: DAVID R. McCLURE	
DECDONDENT, CONCERNOR D. M. CT. T.	
RESPONDENT: CONSTANCE D. McCLURE	
JUDGMENT	CASE NUMBER:
X Dissolution Legal separation Nullity	
Status only	SWD 00235
Reserving jurisdiction over termination of marital status	5WD 00233
JUGGMent on reserved issues	
Date marital status ends: MAR 1 8 2004	
1 This judgment	
The restriction and an arrangement of ideal contract restraining orders	odifies existing restraining orders.
of attachmen	nt. They expire on (date):
0. 711	
2. This proceeding was heard as follows: X Default or uncontested By declaration to Contested	Inder Fam. Code. 8 2336
Contested	
a. Date: Mar 1 & 2004 Dept. 5/0 Room.:	
b. Judicial officer (name):	ennedy, Commissioner
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):	, , , , , , , , , , , , , , , , , , , ,
The court acquired jurisdiction of the respondent on (date): 09/25/02	
X Respondent was served with process.	
Respondent appeared.	
THE COURT ORDERS, GOOD CAUSE APPEARING:	
a. X. Judgment of dissolution is entered. Marital status is terminated and the parties persons	are restared to the status of war-size!
•	are restored to the status of unimamed
(1) on the following date (specify): MAR 1 8 2004	
(2) on a date to be determined on noticed motion of either party or on stipulation	otion
b Judgment of legal separation is entered.	ation.
C. Judgment of nullity is entered. The parties are declared to the	
c. Judgment of nullity is entered. The parties are declared to be unmarried persons of	on the ground of (specify):
d. This independ we	
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. This judgment contains providing for the state of	except as provided below.
- The recent contains provisions for child support or family support. Both partice in	yet complete and file with the
orma support successfully rount floring re-1919 within 10 days of the date of this i	udament. The parents must notify the
observed any only of the information supmitted within 10 days of the change by file	ng an undated form. The form Al-4-
or and responsibilities—Health Cale Costs and Reimburgement Procedures	and Information Sheet on Changing a
Child Support Order (form FL-192) is attached.	

Form Adopted for Mandatory Use Judicial Council of California FL-180 [Rev. January 1, 2004]

JUDGMENT (Family Law) Legal Solutions Q Plus

Family Code, §§ 2024, 2340, 2343, 2346

Page 1 of 2

MARRIAGE OF (Last name, first name of parties	es): In re Marr	iage of McMCL	URL, CASE NUMBER:	
			SWD 00235	
4. i. X A marital settlement agreement	between the parties	is attached.		
j A written stipulation for judgmen	t between the parties	s is attached		
k Child custody and visitation is or	dered as set forth in	the attached		
(1) marital settlement agre	ement, stipulation fo	r ludament, or other w	ritten agreement.	
(2) Child Custody and Visit	tation Order Attachm	ent (form FL-341).	•	
(3) Stipulation and Order for	or Custody and/or Vi	sitation of Children (fo	rm FL-355).	
(4) other (specify):				
I Child support is ordered as set fo	orth in the attached			
(1) marital settlement agree		·ludament or other w	ritton agraament	
(2) Child Support Information	on and Order Attach	nent (form El. 242)	nten agreement.	
(3) Stipulation to Establish	or Modify Child Supr	nent (lonn' 1:542). Port and Order (form F	I -350)	
(4) other (specify):	, 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	est and order from the	L 000).	
777				
m. X Spousal support is ordered as set	forth in the attached		•	
(1) x marital settlement agree	ment, stipulation for	judgment, or other wr	itten agreement.	
(2) Spousal or Family Supp (3) other (specify):	ort Order Attachmen	t (form FL-343).	•	
(b) outer (specify).	• 1			
NOTICE: It is the goal of this as provided for in Family Cofactors considered by the co	ode section 4320. Th urt as a basis for mo	ne failure to make rea	sonable good faith effo	ecome self-supporting rts may be one of the
n. X Property division is ordered as set	forth in attached			
(1) X marital settlement agreen (2) Property Order Attachme	nent, stipulation for j	udgment, or other writ ı FL-345)	ten agreement.	
(3) other (specify):				
o. Parentage is established for children p. Other (specify):	an of this relationship	born prior to the man	riage.	
				•
Each attachment to this judgment is incorporate provisions.	ed into this judgmer	nt, and the parties are	e ordered to comply wit	h each attachment's
Jurisdiction is reserved to make other orders ned	cessary to carry out t	his ludament		
Date:	bootaly to barry bat t	nis judgment.		
			JUDICIAL OFFICER	
5. Number of pages attached: 9	· .		OWS LAST ATTACHMENT	
	NOTIC	CE		
Dissolution or legal separation may automa retirement benefit plan power of attorney	atically cancel the	rights of a spouse	e under the other s	pouse's will, trust,

Diss 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.

5.

JOYCE E. FLEMING, ESQ. LAW OFFICE OF JOYCE E. FLEMING 41877 Enterprise Circle North Suite 120 3 Temecula, California 92590 (909) 296-6761 FAX: (909) 296-6762 5 Attorney for Petitioner 6 8 SUPERIOR COURT FOR THE STATE OF CALIFORNIA 9 COUNTY OF RIVERSIDE, SOUTHWEST JUSTICE CENTER 10 In Re Marriage of: 11 Case No. SWD 00235 Petitioner: DAVID R. McCLURE STIPULATION FOR and JUDGMENT Respondent: CONSTANCE D. McCLURE 14 15 16 The parties have entered into this agreement and make it effective as of the date of execution. 17 The parties to this agreement are: (a) CONSTANCE D. McCLURE, hereinafter referred to as 18 "Wife" and (b) DAVID R. McCLURE, hereinafter referred to as 19 20 "Husband". The parties hereby mutually agree as follows: 21 STATISTICAL 22 The parties were married on April 5, 1986, and separated on March 1, 2002, a marriage of 15 years, 11 months 23 duration. 24 25 В. The parties have no minor children, 26 C. Wife's Social Security Number is and Husband's Social Security Number is 27 / / / 28

ADDENDUM TO JUDGMENT AND MARITAL SETTLEMENT AGREEMENT PAGE 1

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Irreconcilable differences have arisen between the parties and these differences have led to an irremediable breakdown The parties have agreed to live free from any

- There is currently on file in the Superior Court of Riverside County, Case No. SWD 000235, a proceeding for dissolution
- PURPOSES OF THIS AGREEMENT: The purposes of this
- settle all property interest and rights that each party may have with respect to the other; and
- settle the obligations of each party for the support of the other and their minor children; and
- relinquish any and all past, present or future claims that each may have against the property or the estate of the other and his or her executors, administrators, representatives, successors and assigns, except as otherwise provided herein.
- SPOUSAL SUPPORT: The parties knowingly intelligently waive, now and forever the right to request and receive spousal support from the other party with the full knowledge and understanding that by waiving spousal support at this time, they will not be able to go back into any court and request support in the future.

PROPERTY AND DEBT PROVISIONS:

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

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

hereby waive service of Final Declaration of Disclosure from the other party. Each party understands that by agreeing to this waiver, they may be affecting their ability to have the judgment set aside as provided by law. The authority to execute this waiver is not intending, in and of itself, to affect the law regarding the fiduciary obligation owed by the parties, the parties' rights with respect to setting aside a judgment, or any other rights or responsibilities of the parties as provided by law. This waiver is knowingly, intelligently, and voluntarily entered into by each of the parties.

- 6. BANKRUPTCY PROCEEDINGS: If either party elects to file bankruptcy proceedings, the court will retain jurisdiction over the distribution of assets and liabilities set forth herein.
- 7. <u>DIVISION OF OMITTED COMMUNITY PROPERTY</u>: The Court in the parties dissolution will reserve jurisdiction to divide equally between the parties any liabilities omitted from division under this agreement that would have been their community

- 8. TAX RETURNS: The parties will file separate federal and state income tax returns for the year 2003 and will file separately in every year thereafter.
- 9. RETIREMENT BENEFITS: The parties waive any right and/or entitlement he/she may have toward's the other's retirement/employment benefits, if any.
- they will not at any time hereafter contract any debts, charges or liabilities whatsoever for which the property or estate of the other shall or may become liable or answerable; that they will, at all times hereafter, keep the other party free and harmless from any and all debts and liabilities which may have been heretofore or hereinafter incurred by him or her except as herein provided.
- as provided elsewhere in this agreement, any and all property acquired by either Husband or Wife from and after July 3, 2002, shall be the sole and separate property of the one so acquiring same and each of the parties respectively grants to the other all such future acquisition of property as the sole and separate property of the one acquiring same.
- 12. <u>COOPERATION</u>: The parties shall, on demand of the other, execute and deliver any instrument, furnish any information

- and obligations between them, including all aspects of their marital rights and obligations. Except as otherwise provided herein, each of the parties releases the other from all liabilities, debts and other obligations of any kind, whether previously or hereafter incurred, including personal obligations and encumbrances on the other's property, except that neither this release nor any provision of this agreement shall affect the right of either party to collect or recover attorneys' fees or costs for enforcing or modifying the rights under this agreement.
- agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them, an oral agreement to the extent that the parties execute it, or an in court oral agreement made into an order by a court of competent jurisdiction.
- 15. <u>STIPULATION AND WAIVERS</u>: The parties hereto stipulate that this cause may be tried as an uncontested matter by a Commissioner sitting as a Temporary Judge. The parties waive their rights to Notice of Trial, Statement of Decision, and Conclusions of Law, Motions for a new trial, and their right to appeal. The parties hereto agree that the terms of this

Dated	•	
Tar Cell	e	

OFFICIAL SEAL MARK BACA NCTARY PUBLIC - State of Anzona APACHE COUNTY My Comm. Expires Oct. 31, 2007 JUDGE OF THE SUPERIOR COURT

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Olgned before an in 1976, 6ay
of Fok song 200 by Jan of 2 Millio

Notary Public Mass

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

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

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

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Dated:

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WITNESS my hand and official seal.

Sarah Torres

DAVID R. McCLURE Petitioner

ACKNOWLEDGMENT

State of California		ier
County of RIVERSIDE SS.		0,341
on 2/14/04 before me, SARAH TORRES	(here insert nam	(e)
Notary Public, personally appeared CONSTANCE		
		- TORR 13
		HAZ Sicional
personally known to me (or proved to me on the basis of satisfactory ame(x) is/ere subscribed to the within instrument and acknowledged to ame in his/her/their authorized capacity(les), and that by his/her/their	o me all that he/she/they executed the	e A

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

(affix seal

ated:		

Lori Kennedy, Commissioner

JUDGE OF THE SUPERIOR COURT

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2.4

	FL-17
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): JOYCE E. Fleming	FOR COURT USE ONLY
LAW OFFICE OF JOYCE E. FLEMING	
41877 Enterprise Circle North	·
Suite 120	
Temecula, CA 92590 TELEPHONE NO.: (909) 296-6761 FAX NO.: (909) 2	006 6760
ATTORNEY FOR (Name): Petitioner FAX No.: (909) 2	296-6762
SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE	
STREET ADDRESS: 30755-D AULD ROAD	SIMERICAL DURING CALIFORNIA
MAILING ADDRESS: 30755-D. AULD ROAD	TO THE PARTY OF PARENCES
CITY AND ZIP CODE: MURRIETA, CA 92563	10 C
BRANCH NAME: FAMILY LAW BRANCH	MAR 0.9 2000
MARRIAGE OF	
PETITIONER: DAVID R. McCLURE	
	The second secon
RESPONDENT: CONSTANCE D. MCCLURE	
DECLARATION FOR DEFAULT OR UNCONTESTED	CASE NUMBER:
X DISSOLUTION or LEGAL SEPARATION	SWD 000235
(NOTE: Items 1 through 16 apply to both dissolution and legal separation proceeding	inge)
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 I	hefore the court unless I am ordered by the court to
do so.	boloto the court amoss t am ordered by the court to
3. All the information in the X 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. X The parties have agreed that the matter may proceed as an uncontested	d matter without notice, and the agreement is
attached or it is incorporated in the attached marital settlement agreeme	ent or stipulated judgment.
5. MARITAL SETTLEMENT AGREEMENT (Check a or b)	
a. X The parties have entered into an AGREEMENT or X STIF	PULATED JUDGMENT regarding their property and
marital rights, including support, the original of which is or has been sub-	mitted to the court. I request the court to approve
the agreement. OR	
b There is NO AGREEMENT or STIPULATED JUDGMENT, and the follow	ring 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 commu	unity debts to be disposed of by the court.
(2) The community and quasi-community assets and debts are list	ted on the attached completed current <i>Property</i>
Declaration (form FL-160), which includes an estimate of the value distributed to each party. The division in the proposed Judgme	alue of the assets and debts that I propose to be
division of the property and debts, or if there is a negative estat	to the debte are sesigned fairly and equitably
6. DECLARATION OF DISCLOSURE (Check a, b, or c)	te, the debts are assigned famy and equitably.
a. X 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).	
Declaration of Disclosure (form FL -140) with the court. I hereby waive rec	d have filed a proof of service of the preliminary
· · · · · · · · · · · · · · · · ·	
This matter is proceeding as an uncontested action. Service of the final L waived by both parties. A waiver provision executed by both parties under settlement agreement or proposed judgment, or other contests at the latest agreement or proposed judgment.	
solution agreement of proposed judgment, of other separate stipulation	7 .
CHILD CUSTODY should be ordered as set forth in the proposed Judgment	t (Family Law) (form FL-180).
3 CHILD VISITATION should be ordered as set forth in the proposed Judgmer	nt (Family Law) (form FL-180)
 SPOUSAL AND FAMILY SUPPORT If a support order or attorney fees are request 	ted, submit a completed Income and Expense
Declaration (form FL-150), unless a current form is on file. Include your best estim	nate of the other party's income.
(Check at least one of the following): a. X 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	o to (name):
c. Spousal support should be ordered as set forth in the proposed <i>Judgment</i>	e to (name). t (Family I aw) (form FL-180)
d. Family support should be ordered as set forth in the proposed Judgment (i	(Family Law) (form FL-180)
	Page 1 of 2

PETITIONER: DAVID R. McCLURE	CASE NUMBER:
RESPONDENT: CONSTANCE D. McCLURE	SWD 000235
in the proposed order. b. To the best of my knowledge the other party is is not received. 12. Petitioner Respondent is presently receiving public assistance an local child support agency at the address set forth in the proposed judgment 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: \$	iblic assistance for the child or children listed iving public assistance. d all support should be made payable to the
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 f	or the following reasons (specify):
	ndent's earning ability. The facts in support of their marriage should be ordered as set forth in g parentage is attached. (Family Law) (form FL-180). If the marriage and there is no possibility of savin
STATEMENTS IN THIS BOX APPLY ONLY TO DISSOLUTIO	NO 54 40.4h
18. Petitioner and/or the Respondent has been a resident of this county for at least the at least six months continuously and immediately preceding the date of the filing or at least six months.	ree months and of the State of California for f the petition.
19. I ask that the court grant the request for a judgment for dissolution of marriage bas the court make the orders set forth in the proposed Judgment (Family Law) (form I	sed upon irreconcilable differences and that FL-180) submitted with this declaration.
20. This declaration is for the termination of marital status only. I ask the court determination is not requested in this declaration.	to reserve jurisdiction over all issues whose
21. Petitioner Respondent requests restoration of his/her former name (Family Law) (form FL-180).	e as set forth in the proposed <i>Judgment</i>
THIS STATEMENT APPLIES ONLY TO LEGAL SE 22. I ask that the court grant the request for a judgment for legal separation based upon court make the orders set forth in the proposed <i>Judgment (Family Law)</i> (form FL-18 I UNDERSTAND THAT A JUDGMENT OF LEGAL SEPARATION DOES NOT TERMINATE A	n irreconcilable differences and that the 80) submitted with this declaration.
3. Other (specify):	
declare under penalty of perjury under the laws of the State of California that the forego	ing is true and correct.
AVID R. McCLURE	K. McCu
(TYPE OR PRINT NAME)	(SIGNATURE OF DECLARANT)

•		
#	ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address):	FL-
	l boyce E. Fleming	FOR COURT USE ONLY
	LAW OFFICE OF JOYCE F. FLEMING	
į	418// Enterprise Circle North	
.	Suite 120	
j	Temecula, CA 92590	
l	TELEPHONE NO.: (909) 296-6761 FAYNO (909) 20	6-6762 FILE U
. [ATTORNEY FOR (Name): Petitioner	T AND COURT OF CALIFORNIA
	SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSID	SUPERIOR COURT OF SIVERSIDE COUNTY OF RIVERSIDE
1	STREET ADDRESS: 30755-D AULD ROAD	_
		MAR 18 2004
-	TO THE MONTH	MAK 18 200.
	CITY AND ZIP CODE: MURRIETA, CA 92563	
·	BRANCH NAME: FAMILY LAW BRANCH	
. [PETITIONER: DAVID R. MCCLURE	
1	RESPONDENT: CONSTANCE D. McCLURE	
-		
	APPEARANCE, STIPULATIONS, AND WAIVE	CASE NUMBER:
٠ ــــ	TOTAL OLATIONS, AND WAIVE	SWD 000235
1.	Respondent makes a general appearance.	
2.	X Respondent has previously made a general appearance.	
3.		
٠.	The state of the s	States of America and waives all rights under the Soldiers and
	to t	feet this proceeding
4. 5.	A The parties stipulate that this cause may be tried as an uncent	acts of marathan
5.	The parties waive their rights to notice of trial, findings of fact a	nd conclusions of law, motion for new trial, and the right
	. The first arms	
6.	the maker may be area by a commissioner siming as a famous	any judge
7.	A crimulation for independent agreement has been entered into between	the nextice
8.	A stipulation for judgment will be submitted to the court at the u	the parties.
9.	X None of these stipulations or waivers shall apply unless the	icontested proceeding.
	X None of these stipulations or waivers shall apply unless the coufor judgment.	rt approves the written settlement agreement or stipulation
10.	, O	
10.	Walver of Right	s Re: Establishment of Parental Relationship
4.4	A CHARLES TO SECURITION OF THE	
11.	Other (specify):	
12.	Total number of boxes checked: _6	
	<u> </u>	
Date	3-8-04	
DAV	ID R. McCLURE	TTO D MODI
	(TYPE OR PRINT NAME)	Vanit R / /) Clure
		(SIGNATURE OF PETITIONER)
Date:	3-8-04	^
0017		1/ 0/1 0- 0 111.
CON.	STANCE D. McCLURE	Constance IV K Called
	(TYPE OR PRINT NAME)	(SIGNATURE OF RESPONDENT)
Dato	3-8-04	(districted field official)
vale,		
Jova	ce E. Fleming	X. 4 19
	(TYPE OR PRINT NAME)	However Henry
Der	사람들은 사람들이 되었다. 그 사람들이 되었다면 보고 있는데 보고 있다. 	() (SIGNATURE OF ATTORNEY FOR PETITIONER)
Date:		
	A Service to the Contract program of the Contract prog	
	(TYPE OR PRINT NAME)	(SIGNATURE OF ATTORNEY FOR RESPONDENT)
		· · · · · · · · · · · · · · · · · · ·

Page 1 of 1

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 appreicate 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]

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:

* L . * 6 .

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]

Sent: Friday, January 27, 2012 8:02 AM

To: Taylor, Desiree

Subject: Re: Assessment update #549223016-4

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Victoria And David McClure

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Sent: Tuesday, January 3, 2012 3:45 PM Subject: RE: Assessment update #549223016-4

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Thank you,

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

From: msvictoria49@yahoo.com]

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

To: Taylor, Desiree

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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 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

Phrothe copyof the backpage with

951-955, 3990 Descree

4/2/12

Deserie

Here are The payes we recent

from the courts. There are 13 pages

inculding this one,

Valena 2/8-1310

	•		FL-140
TTORNEY OR PARTY WITHOUT ATTORNEY (Name, Stee But not	ther; and address;	FOR COURT	JOS ONLY
Joyce E. Fleming			
LAW OFFICE OF JOYCE E. FLEM	ing		
41877 Enterprise Circle Nort	:D	- 5	= (75)
Suite 120			ュレ
Temecula, CA 92590 TELEPHONE NO. (909) 296-6761	PAKNO: (909) 296-		CALIFORNIA
Tropagy For Charge Petitioner		SUPERIOR COURT OF RIVE	RSIDE
UPERIOR COURT OF CALIFORNIA, COUNTY OF	RIVERSIDE	3	
STREET ADDRESS: 30755-D Auld Road		MAR 18 2	004
MAILING ADDRESS: 30755-D Auld Road		Abut - 2	i
CHYANDZIP CODE Temecula, CA 92590) ·	an on the second	m 1
BRANCH NAME: SOUTHWEST JUSTICE	CENTER	PAM POW	- Carlon
MARRIAGE OF		with the same of t	A PARTICULAR PROPERTY AND A PARTY AND A PA
PETITIONER: DAVID R. MCCLURE			.].
		i	
RESPONDENT: CONSTANCE D. MCCL	<u>URB</u>	***************************************	
JUDGW	ient	CASE NUMBER:	
parations,		lity	1
	print mathematical printing transfer (North Second	SWD 00235	ļ
Status only Reserving jurisdiction over	remination of merital status		
Judgment on reserved light	A		
Date marital status ends: XAR I B	7004		
DOM THE LOT GARAGE START			intern controls
	sonal conduct restraining orders	modifies existing reelies of attachment. They expire on (da	
The restraining orders are contained	on page(s)	of amagament. They exters on (no	red.
This proceeding was heard as follows: X	Default or uncontested By	declaration under Fam. Code, § 2	33 6
Contested .	, 		·······································
a. Date: HAR 1 8 2001 Dept.:	5/0 Room.:	idge Lori Kerinedy, Commi	Benna
b. Judicial officer (name):	Temporary ju	idge LON NOTHING	
c. Petitioner present in court	- Manilo Pro	BOILE star december farmossess.	
d. Respondent present in court	Aftorney pre	sent in court (name):	
e. Claimant present in court (name):	;	Attorney present in or	Mist (usuma):
f. Other (specify name):			
. The court acquired jurisdiction of the respon	ncient on (date): 09/25/02		
X Respondent was served with process			
Respondent appeared.			
Leefice wat it shhaman.			
. THE COURT ORDERS, GOOD CAUSE AF	Pearing:		
a. X Judgment of dissolution is entere	ed. Marital status is terminated a	ind the parties are restored to the	status of unmarried
persons	MAR 1 8 2004)		
(1) on the following date (s	MOOCHY):		
(2) on a date to be determ	ined on noticed motion of either p	arty or on stipulation.	
() talana		-	
b. Judgment of legal separation is a	ff folgre lighted in the control of	arriad narrons on the ground of /s	pecify):
c. Judgment of nullity is entered. T	ve heuset sue necisien in he riui	arried persons on the ground of (s	ਸ਼ਵਾਵਾ ਰ ਾ
d. This judgment will be entered no	nc pro tunic as of (date):		
6 Judgment on reserved lesties.		_	
strange Strangeride	former name is restored (specify)		ari hairau
g. Jurisdiction is reserved over all o	ther latiues, and all present order	s remain in effect except as provide	ns court. A file with the nacet =
n. This judgment contains provision	e for child support or family supp	or. Bloth parties must complete and	e i men anu min em a acti villiris terior atrica
Child Command Comm. Description Com	on Manya El .4041 MARSH 10 MAYK 0		Balland Balander Lawrence A. A. A.
and the state of t		The Comment of Indian Abdenso is	Military Critics activated a procession
of Rights and Responsibilities—I	Health Care Costs and Reimburse	ment Procedures and Information	The particular and second and the second
Child Support Order (form Ft19	and the second s		Family College
Form Adopted for Mandatory Use	JUDOMENT	Legal	23/3, 23
Judicial Council of Colifornia	(Family Law)	Somigne	
Ft160 (Rinv. Jacuney 1, 2004)	• •	√€ 1.31′1 2	

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MARIRIAGE OF (Last name, first name of pa	in re Marriage of McMCL	SWD 00235
• .	•	SWD 00233
i. X A merital settlement agreeme	the business the marking is estanticed	
	ent between the parties is stached.	
ic Child custody and vialisation is	ordered as set form in the attached	and the re-movie movies and the
[minutesing]	greement, adpulation for judgment, or other v	Million dingamone
(2) Child Custody and V	Asitation Order Attachment (form FL-341). er for Custody and/or Visitation of Children (f	inm FI -355)
morning .	H. LOX CORRODA SHICKER APPRICATION OF CHIRACUS (A	
(4) other (specify):		
I. Child support is ordered as so	of forth in the attached	•
PINTON BE & AND A ALL AND ALL	greement, stipulation for judgment, or other	written agreement.
	metion and Order Attechment (form FL-342).	
	lish or Modify Child Support And Order (forth	
	Hall Of Model Culto arthrost and Com figure	
(4) other (specify):		
m. X Spousel support is ordered a	s set forth in the attached	
	igreement, stipulation for judgment, or other	written agreement.
	Support Order Attachment (form FL-343).	
(3) other (specify):	•	
NOTICE: It is the gost	of this state that each party will make reason	nable good faith efforts to become self-supporting
as provided for in Fam	illy Code section 4320. The failure to make	reasonable good faith afforts may be one of the
factors considered by t	he court as a basis for modifying or terminati	ing spousal support.
n. X Property division is ordered a	as set forth in attached	
(1) X marital settlement r	agreement, stipulation for judgment, or other	written agreement.
	schment 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):		
gravitation and the second sec		
		and the same and t
ach attachment to this judgment is inc rovisions.	orporated into this judgment, and the parae	es are ordered to comply with each strachmen
	ters necessary to carry out this judgment.	
ete:		
	[22]	JUDICIAL OFFICER
Number of pages attached:	determinant, the second of the	RE FOLLOWS LAST ATTACHMENT
	NOTICE	
retirement benefit plan, power of all rights to any property owited in joint promise are benefitiers of the other to	tomey, pay-on-death bank account, transcent, transcent, transcent aims thing. It pouses his insurance policy. You should be policies, retrainent benefit plans, a	spouse under the other spouse's will, trunsfer-on-death vehicle registration, survivors t does not automatically cancel the rights of id review these matiers, as well as any creating credit reports, to determine whether the
A debt or obligation may be assigned	i to one party as part of the dissolution of the able to collect from the other party.	of property and debts, but if that party does
bith mis dent of obligations' mis credition is	the he termed if shift manner founds printed	or spoussi support is ordered.
Au eminde sesignment mil grupussica	lly be issued if child support, family support,	The second section is a second section of the second
Any party required to pay support must	pay interest on overdue simounts at the Tags	Page:

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

Attorney for Petitioner

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

In Re Marriage of:

Case No. SWD 00235

Petitioner: DAVID

DAVID R. MCCLURE

and

STIPULATION FOR JUDGMENT

Respondent: CONSTANCE D. McCLURE

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

R

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

STATISTICAL

- B. The parties have no minor children,
- C. Wife's Social Security Number is _____; and

27 Husband's Social Security Number is

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ADDITION TO JUDGMENT AND MARITAL SETTLEMENT AGRESMENT PAGE 1

- E. There is currently on file in the Superior Court of Riverside County, Case No. SWD 000235, a proceeding for dissolution of marriage between the parties.
- 1. PURPOSES OF THIS AGRESMENT: The purposes of this agreement are to:
- (a) settle all property interest and rights that each party may have with respect to the other; and
- (b) settle the obligations of each party for the support of the other and their minor children; and
- (c) relinquish any and all past, present or future claims that each may have against the property or the estate of the other and his or her executors, administrators, representatives, successors and assigns, except as otherwise provided herein.
- 2. **SPOURAL SUPPORT**: The parties knowingly and intelligently waive, now and forever the right to request and receive spousal support from the other party with the full knowledge and understanding that by waiving spousal support at this time, they will not be able to go back into any court and request support in the future.

3. PROPERTY AND DEET PROVISIONS:

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

ADDEMOUM TO JUDGMENT AND MARITAL SETTLEMENT AGREEMENT PAGE 2

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- hereby waive service of Final Declaration of Disclosure from the other party. Each party understands that by agreeing to this waiver, they may be affecting their ability to have the judgment set aside as provided by law. The authority to execute this waiver is not intending, in and of itself, to affect the law regarding the fiduciary obligation owed by the parties, the parties' rights with respect to setting aside a judgment, or any other rights or responsibilities of the parties as provided by law. This waiver is knowingly, intelligently, and voluntarily entered into by each of the parties.
 - 6. BANKEUPTCY PROCEEDINGS: If either party elects to file bankruptcy proceedings, the court will retain jurisdiction over the distribution of assets and liabilities set forth herein.
 - 7. **DIVISION OF OMITTED COMMUNITY PROPERTY**: The Court in the parties dissolution will reserve jurisdiction to divide equally between the parties any liabilities omitted from division under this agreement that would have been their community

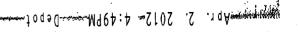
ADDENDUM TO JUDGMENT AND MARITAL SETTIMENT AGREEMENT PAGE 3

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

- and obligations between them, including all aspects of their marital rights and obligations. Except as otherwise provided therein, each of the parties releases the other from all liabilities, debts and other obligations of any kind, whether previously or hereafter incurred, including personal obligations and encumbrances on the other's property, except that neither this release nor any provision of this agreement shall affect the right of either party to collect or recover attorneys' fees or costs for enforcing or modifying the rights under this agreement.
- agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them, an oral agreement to the extent that the parties execute it, or an in court oral agreement made into an order by a court of competent jurisdiction.
- stipulate that this cause may be tried as an uncontested matter by a Commissioner sitting as a Temporary Judge. The parties waive their rights to Notice of Trial, Statement of Decision, and Conclusions of Law, Motions for a new trial, and their right to appeal. The parties hereto agree that the terms of this

ADDENDOM TO JUDGMENT AND MARITAL SETTLEMENT AGREEMENT PAGE 5



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Dated:____

JUDGE OF THE SUPERIOR COURT

OFFICIAL SEAL MARK BACA
NOTARY PUBLIC - State of Afficians
APACHE COUNTY
My Commit, Expires Oct. 31, 2007

Signed before the on this 5 th day of February 100 y by facility Wellie Metary Public Made B

AND THE PROPERTY OF THE PROPER

ADDENDUM TO JUDGMENT AND MARITAL SETTLEMENT AGREEMENT PAGE 7

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stipulation and waiver may be incorporated into the final Judgment of Dissolution of Marriage to be obtained in this matter and that 2 3 the parties shall each be bound by the terms hereof. OTHER ORDERS: Each of the parties shall execute forthwith all documents necessary to carry out the terms of this 5 agreement, and upon failure so to do within 10 days, the Court may, 6 7 upon appropriate motion, appoint the County Clerk as commissioner to execute said documents. Further, each party shall provide to the other any and all documents related to any property assumed or transferred to the other in this dissolution. 10 77 The orders forth herein shall effective immediately and shall be enforceable until such time as the formal 12 13 Judgment of Dissolution of Marriage has been entered. 14 15 Dated: DAVID R. McCLURE 16 Petitioner **ACKNOWLEDGMENT** ıer State of California RIVERSIDE SARAH 2NO. personally known to me (or proved to me on the balls of satisfactory evidence) to be the bers named) is/ess subscribed to the within instrument and administrational to me all that he/she/they exame in we/her/their authorized capacityles), and that by the their sangtures on the instrum some in his/her/their authorized capacity(les), and that by his/her/their agnorance)s on if zon(b), or the entity upon behalf of which the person(s) dated, executed the instrument. WITNESS my hand and official seal. Sarah Torros

MAR 1 8 2004 Dated: OF THE SUPERIOR COURT المراجعة المراجعة المناطقة المراجعة المراجعة المراجعة المراجعة المراجعة المراجعة المراجعة المراجعة المراجعة ال ADDENDUM TO JUDGMENT AND MARITAL SETTLEMENT AGREEMENT

-No. 3147---P. 12-

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Each document to which this continues is attached as distributed to be a full, true and correct copy of the wighted on file and of the promover office.

Superior Court of County of Briversin

DEPUT:

Detail:

Certification must be in red to be a

Apr. 2. 2012 4:50PM Depot

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 lienholder(s), X 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.

27th day of June as, 2009 at Kenn

Signature of Claimant

Constance McClure

12697 Hiett 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.

the same of the sa	
Constance McClure	
STATE OF <u>California</u>)	12697 Hiett Ave
COUNTY OF KOM	McFarland, CA 93250
	(951) 260-6300
on July 27,2009, before me, Alm	na Alicia Guillen
personally appeared <u>Constance McClure</u> who proved to me on the is/are subscribed to the within instrument and acknowledged to me th capacity(ies), and that by his/her/their signature(s) on the instrument acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of State of Constant acted.	hat he/she/they executed the same in his/her/their authorized the person(s), or the entity upon behalf of which the person(s)
WITNESS my hand and Official Seal (Signature of Notary) Afma Alicia Ouiller **********************************	ALMA AEICIA GUILLEN COMM. #1713#78 NOTARY PUBLIC - CALIFORNIA NE GROWLEN, DESIGNA AL MENO PORTAL FIRE DESIGNA AL M
I, the undersigned, certify under penalty of perjury that I have a 4675 of the California Revenue and Taxation Code, the full am HIS MIGHTS TO FILE A CLAIM ON HIS OWN, WITHOUT	nount of excess proceeds available and ADVISED HIM OF
(Signature of Agent)	NATIONWIDE ASSET RECOVERY SERVICES 17100 Bear Valley Rd. B-201
STATE OF CALIFORNIA) COUNTY OF <u>SAN BERNARDINO</u>)	Victorville, CA 92395
On 915 2009, before me, Richard L. Johnson, Notarme on the basis of satisfactory evidence to be the person(s) whose naracknowledged to me that he/she/they executed the same in his/her/the on the instrument the person(s), or the entity upon behalf of which the I certify under PENALTY OF PERJURY under the laws of State of WITNESS my hand and Official Seal	eir authorized capacity(ies), and that by his/her/their signature(s) e person(s) acted, executed the instrument.
(Signature of Notary)	COMM. #1854172 NOTARY PUBLIC & CALIFORNIA OF SAN BERNARDINO COUNTY Comm. Exp. JUNE 16, 2013

DAVID HCCLURE and CONSTANCE MCCLURE MC		93/2 Fage Recor	2/2001 08: Lef I Di ded in Off Sunty of A	:00% Pan:20 pa Y Tax Pi Ficial Regi Fiveralda	iid Irda	
Title Order No. 4012989-22 Kserow No. 14976-T Assessor's Parcel No. 549-223-016-4 Date Harch 14, 2001		S U Mar	GOPT	PCOR WCC	0	1
TRA # 07/12/	GRANT DE	ED			<u> </u>	
The undersigned declares that is computed on the full value property is located in an unincor	of the int porated area	erest or	brober	rty con	veyed, 1	rhe
FOR A VALUABLE CONSIDERATION.	receipt o	of which i				
PEGGY FRANCIS PETTISONN, a property	married w	OMAN As I	ber so	ie and	separa	14.0
does hereby GRANT to						
DAVID MCCLURE and CONSTANCE M	octura, hu	sband and	wife	as joir	it tenan	at s
the following described real pof California:	property i	n the Cour	ity of	RIVERS	IDE, Sta	it e
LOT 5 OF TRACT NO. 6970-1, CALIFORNIA, AS PER MAP RECORDER THE OFFICE OF THE COUNTY RECORDER	D IN BOOK	84, PAGES	RIVEF 25, 26	E 27 O	STATE F Maps,	OF LN
10 1 04	4				•	*
PEGGY FRANCES PETTIJOHN	ej sk	anning transport to	Migraeland and Michigan a			
			 -			
						
STATE OF CALIFORNIA NANGE	}ss.					
Z - 161-2021	Public	FOR	HOTARY SEA	L OR STAMP		
on before me, a Notary it and for said State, personally appeared PRANCIS PETTIJOHN, passensity Known to proved to me on the basis of satisfa evidence; to be the purson whose na subscribed to the within instrument exhausted the same acknowledged to me that the executed the shor authorized capacity, and that by her Sign in the instrument the person, or the entibetal or which the person acted, executed the same than the	mr (or ictory me is t and	a	RONAL Commis Notay P	D.A. DUMENA MORE & 12076	7 (

Tould Ji Mail, TAX STATEMENTS AS DIRECTED ABOVE

SSSIPMA PEV 784

tige Cartification of the State of the State

JOYCE E. FLEMING, ESQ. LAW OFFICE OF JOYCE E. FLEMING 41877 Enterprise Circle North Suite 120 Temecula, California 92590 (909) 296-6761 FAX: (909) 296-6762 5 Attorney for Petitioner 6 7 SUPERIOR COURT FOR THE STATE OF CALIFORNIA 8 9 COUNTY OF RIVERSIDE, SOUTHWEST JUSTICE CENTER 10 11 In Re Marriage of: Case No. SWD 00235 12 Petitioner: DAVID R. McCLURE STIPULATION FOR 13 and JUDGMENT Respondent: CONSTANCE D. McCLURE 14 15 The parties have entered into this agreement and make it 16 effective as of the date of execution. The parties to this 17 agreement are: (a) CONSTANCE D. McCLURE, hereinafter referred to as 18 "Wife" and (b) DAVID R. McCLURE, hereinafter referred to as 19 "Husband". The parties hereby mutually agree as follows: 20 21 STATISTICAL 22 A. The parties were married on April 5, 1986, and separated on March 1, 2002, a marriage of 15 years, 11 months 23 24 duration. 25 В. The parties have no minor children, 26 Wife's Social Security Number is Husband's Social Security Number is 27 "是其是大學"。 医多氏疗法检验 现代的 28

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- D. Irreconcilable differences have arisen between the parties and these differences have led to an irremediable breakdown of the marriage. The parties have agreed to live free from any interference by the other.
- There is currently on file in the Superior Court of E. Riverside County, Case No. SWD 000235, a proceeding for dissolution of marriage between the parties.
- 1. PURPOSES OF THIS AGREEMENT: The purposes of this agreement are to:
- settle all property interest and rights that (a) each party may have with respect to the other; and
- settle the obligations of each party for the support of the other and their minor children; and
- relinquish any and all past, present or future claims that each may have against the property or the estate of the other and his or her executors, administrators, representatives, successors and assigns, except as otherwise provided herein.
- The parties knowingly SPOUSAL SUPPORT: intelligently waive, now and forever the right to request and receive spousal support from the other party with the full knowledge and understanding that by waiving spousal support at this time, they will not be able to go back into any court and request support in the future.

PROPERTY AND DEBT PROVISIONS:

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

- 4. FAMILY RESIDENCE: The parties are the owners in joint tenancy of the residence and real property located at 43481 Dessie Way, Hemet, California 92544. Husband shall immediately execute an interspousal transfer deed conveying all of his right, title and interest in the property to Wife. There will be no equalization payment at this time but should the residence be sold at any time, the proceeds from said sale shall be shared equally between the parties with the appropriate credits to Wife for maintaining said property.
- hereby waive service of Final Declaration of Disclosure from the other party. Each party understands that by agreeing to this waiver, they may be affecting their ability to have the judgment set aside as provided by law. The authority to execute this waiver is not intending, in and of itself, to affect the law regarding the fiduciary obligation owed by the parties, the parties' rights with respect to setting aside a judgment, or any other rights or responsibilities of the parties as provided by law. This waiver is knowingly, intelligently, and voluntarily entered into by each of the parties.
- 6. BANKRUPTCY PROCEEDINGS: If either party elects to file bankruptcy proceedings, the court will retain jurisdiction over the distribution of assets and liabilities set forth herein.
- 7. <u>DIVISION OF OMITTED COMMUNITY PROPERTY</u>: The Court in the parties' dissolution will reserve jurisdiction to divide equally between the parties any liabilities omitted from division under this agreement that would have been their community

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

- 9. **RETIREMENT BENEFITS**: The parties waive any right and/or entitlement he/she may have toward's the other's retirement/employment benefits, if any.
- 10. HOLD HARMLESS: Husband and Wife each agree that they will not at any time hereafter contract any debts, charges or liabilities whatsoever for which the property or estate of the other shall or may become liable or answerable; that they will, at all times hereafter, keep the other party free and harmless from any and all debts and liabilities which may have been heretofore or hereinafter incurred by him or her except as herein provided.
- as provided elsewhere in this agreement, any and all property acquired by either Husband or Wife from and after July 3, 2002, shall be the sole and separate property of the one so acquiring same and each of the parties respectively grants to the other all such future acquisition of property as the sole and separate property of the one acquiring same.
- 12. <u>COOPERATION</u>: The parties shall, on demand of the other, execute and deliver any instrument, furnish any information

- and obligations between them, including all aspects of their marital rights and obligations. Except as otherwise provided herein, each of the parties releases the other from all liabilities, debts and other obligations of any kind, whether previously or hereafter incurred, including personal obligations and encumbrances on the other's property, except that neither this release nor any provision of this agreement shall affect the right of either party to collect or recover attorneys' fees or costs for enforcing or modifying the rights under this agreement.
- 14. MODIFICATION BY SUBSEQUENT AGREEMENT: This agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them, an oral agreement to the extent that the parties execute it, or an in court oral agreement made into an order by a court of competent jurisdiction.
- stipulate that this cause may be tried as an uncontested matter by a Commissioner sitting as a Temporary Judge. The parties waive their rights to Notice of Trial, Statement of Decision, and Conclusions of Law, Motions for a new trial, and their right to appeal. The parties hereto agree that the terms of this

stipulation and waiver may be incorporated into the final Judgment 1 of Dissolution of Marriage to be obtained in this matter and that 2 the parties shall each be bound by the terms hereof. 3 Each of the parties shall execute 16. OTHER ORDERS: forthwith all documents necessary to carry out the terms of this 5 agreement, and upon failure so to do within 10 days, the Court may, upon appropriate motion, appoint the County Clerk commissioner to execute said documents. Further, each party shall 8 provide to the other any and all documents related to any property assumed or transferred to the other in this dissolution. 10 shall effective herein forth The orders 11 set immediately and shall be enforceable until such time as the formal 12 Judgment of Dissolution of Marriage has been entered. 13 14 Dated: DAVID R. McCLURE Petitioner **ACKNOWLEDGMENT** ıer State of California RIVERSIDE SARAH TORRES 2/14/04 before me,__ (here insert name) Notary Public, personally appeared <u>CONSTANCE</u>) personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(*) whose name(0) is/ere 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(x) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.

Sarah Tassas

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

Manufactured Home

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- 17	~~	~ I N			7 207	4
		21 I	V().		C592	IJ

Manufacturer ID/Name REDMAN	Trade Name KIRKWOOD	Model	DOM 00/00/1975	DFS 04/07/1976	RY	Exp. Date
Serial Number \$1262956X \$1262956U	Label/insignia Number 182111 182112	Weight Length 54' 54'	Width SF 12' 12'	SCC SCC E		Jse Type SFD LPT
				Issued May 07, 2	negroup (A)	otal Fees Paid \$107.00

Addressee

DAVID MCCLURE 43481 DESSIE WAY HEMET, CA 92544

Registered Owner(s)

DAVID MCCLURE
GONSTANCE MCCLURE
Joint Tenants with Right of Survivorship

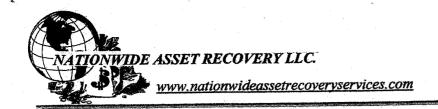
43481 DESSIE WAY HEMET, CA 92544

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.



Phone: (760) 963-9434 Fax: (760)243-1539 Toll Free FAX: (877) 541-6920

Riverside Treasurer-Tax Collector Attn: Excess Proceeds Department PO Box 12005 Riverside, CA 92502-2205 September 76, 2000

RECEIVED

SEP 29 MID: 13

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

AP# 549-223-016

To Whom It May Concern:

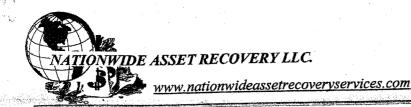
This Office represents Constance McClure and Nationwide Asset Recovery Services in their claim for excess proceeds from the sale of property sold at public auction on March 16, 2009. Please contact this office if additional information is required in the processing of their claim.

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

Sincerely,

Randall D. Witte

Claim Manager



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

TURR LITEM REA

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





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

mr. mecha was supposed to do interspectable bransfer and never did. He was also supposed to help with any moitinence 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 where abouts.

Sincerly Constance D'Mcalure

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]

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]

Sent: Friday, January 27, 2012 8:02 AM

To: Taylor, Desiree

Subject: Re: Assessment update #549223016-4

Desiree,

We really appreicate 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 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 Lon Hunt Kennedy

1 Certified copy

11 Document Pages

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95/2955, 3990 Descree

4/2/12

Deserie

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from the courts. There are 13 pages

inculded their one.

Valena 408-1310

		FL-180
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Steen But minimum,	nd sources;	POR COURT USE ONLY
Joyce E. Fleming		
LAW OFFICE OF JOYCE E. FLEMING		
41877 Enterprise Circle North Suite 120		
Temecula, CA 92590		STOR I STORMA
TELEPHONE NO.: (909) 296-6761	FAXNO: (909) 296-1	54 SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE
ATTORNEY FOR (Name): Petitioner		COURTY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF R.	EVERSIDE	MAR 18 2004
STREET ADDRESS: 30755-D Auld Road		MAR 18 200
MAILING ADDRESS: 30755-D Auld Road ony and zipcope: Temecula, CA 92590		A AMPLE
BRANCH NAME: SOUTHWEST JUSTICE CE	NTER	PAM POWELL
MARRIAGE OF		
PETITIONER: DAVID R. McCLURE		
RESPONDENT: CONSTANCE D. MCCLURE		
JUDGMEN	Ť ,	CASE NUMBER:
X Dissolution Leg	al separation Nulli	
Status only		SWD 00235
Reserving jurisdiction over term	ination of marital status	
Judgment on reserved lesure		
Date marital status ands: NAR 1 8		A STATE OF THE PARTY OF THE PAR
	l conduct restraining orders	modifies existing restraining orders. If attachment. They expire on (data):
The restraining orders are contained on pr	900(z)	of activities and
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2. This proceeding was heard as follows: X De	fault or uncontested by a	SCISISFUL CLEAR LESS. COURT & TARRE
Comested B. Date: HAR 1 8 2001 Dept.: 5	/O Room.:	ge Lori Kerinedy, Commissioner
	Temporary luck	de Lori Kennedy, Communication
b. Judicial officer (name): c. Petitioner present in court	Attorney prese	nt in court (name):
d. Respondent present in court	Afterney prese	int 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 responden	on (date): 09/25/02	
X Respondent was served with process.		
Respondent appeared.		
4. THE COURT ORDERS, GOOD CAUSE APPEA		d the another one represent in the status of unmarried
	ABRIER STRILLS IS CONTINUED OF THE	d the parties are restored to the status of unmarried
persons (1) on the following date (specific	MAR 1 8 2004	
July stand	y)- on noticed motion of either part	ty or on stipulation.
The state of the s		y
b. Judgment of legal separation is entered	ru. Lythas are rherdered to he simmen	ried persons on the ground of (specify):
c. Judgment of nullity is entered. The pa	REGO ONG CAPISH ON WY DO MINISH	करमान क्रमानमात्रक करते जाना क्र णा प्रथमित पार ६८४० हुए। स्ट्र
[answering	town as of Makel.	
d. This judgment will be entered numb pr	THIS OF CHEEN,	
e. Judgment on reserved issues. f. Wife's Husband's forms	ir name is restored (specify):	
The state of the same of the s	arrive and all respected prefers or	emain in effect except as provided below.
procedured many and a second of the Company of the Second	minted in contract our friends for Chillist Chillist Chill	bown drama musi comparent and my with the years of the
and the same of th	MAA EE GESTA AAAANNA TEE PARKAS IST IST	THE PROPERTY OF TRAINING AND
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of Rights and Responsibilities—Healti	Care Costs and resimbursame	ent Procedures and Information Sheet on Changing a
Child Support Order (form FL-192) is a	The Part of the Pa	Farib Code
Form Adodled for Mandalary Use	JUDOMENT	Schriftens
Judicial Council of Collection F1,-180 (Flav. January 1, 2004)	(Family Law)	Ca Pais

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		The state of the s	
	OF (Last name, first name of parties): In re Marris	age of MCMCLURE CASE MUNICIPAL	•
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	A markel settlement agreement between the parties is		
	A written stipulation for judgment between the parties i		
k. [(Child custody and visitation is ordered as set forth in th	ie ettached	
	(1) market settlement agreement, ethpulation for	udgment, or other written agreement.	
	(2) Child Custody and Visitation Order Attachme	nt (form FL-341).	
	(3) Stipulation and Order for Custody and/or Visi	tation of Children (form FL-355).	
	(4) other (specify):		
	Parameter and the angle		
1.	Child support is ordered as set forth in the attached		
	(1) marital settlement agreement, stipulation for	jurkoment, or other written agreement.	
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	(4) other (specify):		
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	Spousal support is ordered as set forth in the attached		
	(1) X market settlement agreement, stipulation for	judgment, or other written agreement.	
	(2) Spousal or Family Support Order Attachmen	t (form FL-343).	
	(3) other (specify):		
o	(1) X marital settlement agreement, stipulation for (2) Property Order Attachment to Judgment (for (3) other (specify): Parentage is astablished for children of this relationshi Other (specify): ment to this judgment is incorporated into this judgment.	in FL-345) ip born prior to the marriage. ent, and the parties are ordered to co	amply with each susciment
jurisdiction b	s reserved to make other orders necessary to carry ou	t tris juagment.	
Date:			
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.1 d Assessmenting

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

Attorney for Petitioner

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

In Re Marriage of:

Case No. SWD 00235

12 Petitioner:

DAVID R. McCLURE

and

STIPULATION FOR JUDGMENT

Respondent: CONSTANCE D. McCLURE

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

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STATISTICAL

- A. The parties were married on April 5, 1986, and separated on March 1, 2002, a marriage of 15 years, 11 months duration.
 - B. The parties have no minor children,
 - C. Wife's Social Security Number is ______; and

27 Husband's Social Security Number is

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ADDENDUM TO JUDGMENT AND MARITAL SETTLEMENT AGRESMENT PAGE 1

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- E. There is currently on file in the Superior Court of Riverside County, Case No. SWD 000235, a proceeding for dissolution of marriage between the parties.
- 1. **PURPOSES OF THIS AGRESMENT**: The purposes of this agreement are to:
- (a) settle all property interest and rights that each party may have with respect to the other; and
- (b) settle the obligations of each party for the support of the other and their minor children; and
- (c) relinquish any and all past, present or future claims that each may have against the property or the estate of the other and his or her executors, administrators, representatives, successors and assigns, except as otherwise provided herein.
- 2. **spougal support**: The parties knowingly and intelligently waive, now and forever the right to request and receive spousal support from the other party with the full knowledge and understanding that by waiving spousal support at this time, they will not be able to go back into any court and request support in the future.

3. PROPERTY AND DEET PROVISIONS:

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

ADDENDUM TO JUDGMENT AND MARITAL SETTIEMENT AGREEMENT PAGE 2

- hereby waive service of Final Declaration of Disclosure from the other party. Each party understands that by agreeing to this waiver, they may be affecting their ability to have the judgment set aside as provided by law. The authority to execute this waiver is not intending, in and of itself, to affect the law regarding the fiduciary obligation owed by the parties, the parties' rights with respect to setting aside a judgment, or any other rights or responsibilities of the parties as provided by law. This waiver is knowingly, intelligently, and voluntarily entered into by each of the parties.
- 6. BANKRUPTCY PROCEEDINGS: If either party elects to file bankruptcy proceedings, the court will retain jurisdiction over the distribution of assets and liabilities set forth herein.
- 7. <u>DIVISION OF OWITTED COMMUNITY PROPERTY</u>: The Court in the parties' dissolution will reserve jurisdiction to divide equally between the parties any liabilities omitted from division under this agreement that would have been their community

ADDERDUM TO JUDGMENT AND MARITAL SETTIMENT AGREEMENT PAGE 3

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

- federal and state income tax returns for the year 2003 and will file separately in every year thereafter.
- 9. RETIREMENT BENEFITS: The parties waive any right and/or entitlement he/she may have toward's the other's retirement/employment benefits, if any.
- they will not at any time hereafter contract any debts, incharges or liabilities whatsoever for which the property or estate of the other shall or may become liable or answerable; that they will, at all times hereafter, keep the other party free and harmless from any and all debts and liabilities which may have been heretofore or hereinafter incurred by him or her except as herein provided.
- as provided elsewhere in this agreement, any and all property acquired by either Husband or Wife from and after July 3, 2002, shall be the sole and separate property of the one so acquiring same and each of the parties respectively grants to the other all such future acquisition of property as the sole and separate property of the one acquiring same.
- 12. <u>cooperation</u>: The parties shall, on demand of the other, execute and deliver any instrument, furnish any information

ADDENDUM TO JUDGMENT AND MARITAL SETTLEMENT AGREEMENT PAGE 4

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

- and obligations between them, including all aspects of their marital rights and obligations. Except as otherwise provided therein, each of the parties releases the other from all liabilities, debts and other obligations of any kind, whether previously or hereafter incurred, including personal obligations and encumbrances on the other's property, except that neither this release nor any provision of this agreement shall affect the right of either party to collect or recover attorneys' fees or costs for enforcing or modifying the rights under this agreement.
- agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them, an oral agreement to the extent that the parties execute it, or an in court oral agreement made into an order by a court of competent jurisdiction.
- stipulate that this cause may be tried as an uncontested matter by a Commissioner sitting as a Temporary Judge. The parties waive their rights to Notice of Trial, Statement of Decision, and Conclusions of Law, Motions for a new trial, and their right to appeal. The parties hereto agree that the terms of this

ADDENDUM TO JUDGMENT AND MARITAL SETTLEMENT AGREEMENT PAGE 5

б

stipulation and waiver may be incorporated into the final Judgment of Dissolution of Marriage to be obtained in this matter and that the parties shall each be bound by the terms hereof. 16. OTHER ORDERS: Each of the parties shall execute forthwith all documents necessary to carry out the terms of this agreement, and upon failure so to do within 10 days, the Court may, upon appropriate motion, appoint the County Clerk as commissioner to execute said documents. Further, each party shall provide to the other any and all documents related to any property assumed or transferred to the other in this dissolution. forth herein shall be effective orders set immediately and shall be enforceable until such time as the formal Judgment of Dissolution of Marriage has been entered. DAVID R. MCCLURE Petitioner Attorney for Fetationer Dated: CONSTANCE D. MCCLURE Respondent (NOTARY ACKNOWLEDGMENTS ATTACHED HERETO.) - ORDER -

ADDENDUM TO JUNGMENT AND MARITAL SETTLEMENT AGREDMENT
PAGE 6

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Dated:

JUDGE OF THE SUPERIOR COURT

OFFICIAL SEAL MARK BACA MARK PUBLIC - State of Articina APACHE COUNTY My COINTI, Expired Oct. 31, 2007

Signed before the on this The day, of February 200 Y by Social Polices
Notary Public Manual A

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addendum to judgment and marital settlement agressment page 7

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

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

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Dated:_

DAVID R. McCLURE Petitioner

ACKNOWI FISCMENT

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CONTRACTOR SECONDARY CONTRACTOR SECONDARY CONTRACTOR CO 418 1 8 mil MAR I 8 2004 Dated: THE SUPERIOR COURT ADDENDUM TO JUDGMENT AND MARITAL SETTLEMENT AGREEMENT

-No. 3147--P. 12-

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