

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

305 B



FROM: County Counsel
Code Enforcement Department

SUBMITTAL DATE:
October 3, 2012

SUBJECT: Statement of Abatement Costs [Case No. CV08-05556]
Subject Property: 30700 Pace Lane, Desert Hot Springs; THORP
APN: 750-160-049
District Four / Four

RECOMMENDED MOTION: Move that the Board of Supervisors:

- (1) assess the reasonable costs of abatement of a public nuisance (land use without permit) in the above-referenced matter to be **seven hundred thirty dollars and thirty cents (US \$730.30)**;
- (2) assess the costs of abatement against the above-described subject property;
- (3) authorize the recordation of a notice of abatement lien;
- (4) authorize the abatement costs to be added to the tax roll as a special assessment; and
- (5) authorize and direct the Code Enforcement Department to take any reasonable actions to collect the amount owed.

PATRICIA MUNROE, Deputy County Counsel
for PAMELA J. WALLS, County Counsel

FINANCIAL DATA	Current F.Y. Total Cost:	\$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ N/A	For Fiscal Year:	N/A

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

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended with a revised amount of costs to \$575.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: October 16, 2012
xc: Co. Co./CED

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: | District: 4 / 4 | Agenda Number:

9.7

Departmental Concurrence

Consent
 Policy
 Consent
 Policy

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

Statement of Abatement Costs [Case No. CV08-05556]
Subject Property: 30700 Pace Lane, Desert Hot Springs; THORP
APN: 750-160-049
District Four / Four
Page 2

BACKGROUND: Government Code § 25845, Riverside County Ordinance Nos. 348 and 725 authorize the recovery of abatement costs in public nuisance cases, the recordation of a notice of abatement lien and inclusion of abatement costs on the tax roll as a special assessment upon approval of the Board of Supervisors.

Notices of Violation and Administrative Citations were issued. Subsequently, the property was brought into compliance.

The Notice of Hearing re Statement of Abatement Costs has been posted on the property and mailed to the property owner and all interested parties, as required by law. Copies of all relevant notices issued in this matter together with proof of service and posting have been separately filed with the Clerk of the Board and are made a part of the record herein, pursuant to Riverside County Ordinance 725.

**SUBMITTAL TO THE BOARD OF SUPERVISORS
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FROM: County Counsel
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SUBJECT: Statement of Abatement Costs [Case No. CV08-05556]
Subject Property: 30700 Pace Lane, Desert Hot Springs; THORP
APN: 750-160-049
District Four / District Four

**TABLE OF SUPPLEMENTAL DOCUMENTS
FILED WITH THE CLERK OF THE BOARD**

Hearing Date: OCTOBER 16, 2012

Notice of Hearing Re: Statement of Abatement Costs (including Proof(s) of Service and Affidavit(s) of Posting	Exhibit A
Summary Statement of Abatement Costs and Statement of Abatement Costs with Supporting Documents	Exhibit B
Assessment-Roll For The Year 11/12 And Geographic Information System, Aug. 23, 2012	Exhibit C
Lot Book Report and/or DataQuick.....	Exhibit D
Demand for Payment Statement of Abatement Costs Notice of Special Tax Assessment	Exhibit E
Request for Hearing.....	Exhibit F

EXHIBIT “A”



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

Juan C. Perez
Interim Director

September 24, 2012

**NOTICE OF HEARING RE:
STATEMENT OF ABATEMENT COSTS**

To: Owner(s) or Interested Parties
(See Attached Proof of Service
and Responsible Parties List)

Subject Property: 30700 Pace Lane, Desert Hot Springs
Case No.: CV08-05556; THORP
APN: 750-160-049

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors on **Tuesday, October 16, 2012, at 9:30 a.m.** in the Board of Supervisors Room, 4080 Lemon Street, 1st Floor Annex, Riverside, California, at which time and place pertinent testimony will be heard regarding the expenses incurred by the County of Riverside, Code Enforcement Department ("Department") for the above-referenced abatement case. Said abatement case involved unpermitted land use – storage yard located on your real property commonly described as 30700 Pace Lane, Desert Hot Springs, Riverside County, California and more particularly described as Assessor's Parcel Number 750-160-049.

The total expense due, including all other fees and costs, for the abatement of the above-described dangerous or injurious condition is **seven hundred thirty dollars and thirty cents (US \$730.30)**. This amount is immediately due and payable. If you have any objections to the Statement of Abatement Costs attached hereto, you must address your objections to the Board of Supervisors at the hearing. If you have any questions about the attached Statement of Abatement Costs, please contact Carol Lynn Anderson at (951) 955-2004. In the event the total amount due is not paid to the Department prior to the Board Hearing, the DEPARTMENT shall seek an order from the Board of Supervisors to place a lien against your property and collect the amount due as a special tax assessment.

Failure to appear at the hearing will result in the exclusion of your testimony. Facts as known to the Department will be presented to the Board of Supervisors for their final consideration and deliberation of this matter.

We encourage you to contact Code Enforcement at (951) 955-2004 upon receipt of this Notice to discuss the case and attempt to reach a resolution prior to the hearing. If you plan to attend the hearing, please check-in with Code Enforcement staff at 8:30 a.m. on the day of the hearing in the lobby of the first floor annex in front of the Clerk of the Board's Office.

JUAN C. PEREZ
INTERIM DIRECTOR


CAROL LYNN ANDERSON

Administrative Services Officer

Enclosure: Statement of Abatement Costs



COUNTY OF RIVERSIDE CODE ENFORCEMENT

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

Property Reference/Mailing Address
750160049 DAVID R THORP 31075 AVENIDA DEL VERMO CATHEDRAL CITY, CA 92234

Date: 8/23/2012

Summary Statement of Abatement Costs

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

Date	Invoice Number & Amount	Amount	Balance
08/23/2012	CV0805556- INV #105175. Orig. Amount \$530.30.	530.30	530.30
01/12/2009	CV0805556:A27308- INV #11601. Orig. Amount \$200.00. A27308	200.00	730.30
		Total Now Due	\$730.30

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

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

Code Enforcement Department

**County of Riverside
Code Enforcement Department**

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



Statement of Abatement Costs

750160049
DAVID R THORP
31075 AVENIDA DEL VERMO
CATHEDRAL CITY, CA 92234

Date	Invoice #
8/23/2012	105175

Property Address

750160049
DAVID R THORP
30700 PACE LN
DESERT HOT SPRINGS, CA 92241

Case Number	District	Class
CV0805556	4	SOAC

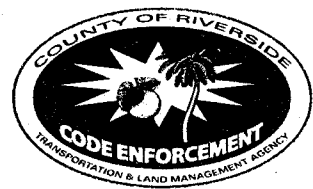
You are liable to the County for the following abatement costs:

Date	Item	Description	Hours/Qty	Rate	Amount
8/7/2008	Officer Hours	Labor Charges - Officer Time	1	109.00	109.00
8/18/2008	Officer Hours	Labor Charges - Officer Time	0.5	109.00	54.50
11/18/2008	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.80
1/12/2009	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.70
6/23/2009	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.70
8/23/2012	SOAC Preparation	Prepare Summary of Abatement Cost		65.00	65.00
		Subtotal Code Enforcement Costs			315.70
8/23/2012	Prepare Case for SOAC H... Attend SOAC Hearing	Prepare Case for Statement of Abatement Costs Hearing Attend Statement of Abatement Costs Hearing		125.55 69.75	125.55 69.75
		Subtotal County Counsel Costs			195.30
8/23/2012	DataQuick	Property Finder Reports & Transaction Report		19.30	19.30
		Subtotal Contractor Costs			19.30
				Subtotal	\$530.30
				Payments/Credits	\$0.00
				Total Now Due	\$530.30

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

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

Code Enforcement Department



County of Riverside Code Enforcement Department

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

Administrative Citation

750160049
 DAVID R THORP
 31075 AVENIDA DEL VERMO
 CATHEDRAL CITY, CA 92234

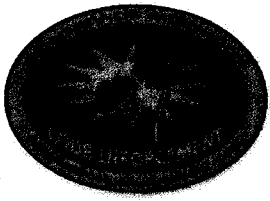
Citation Issue Date	Billing Date
1/12/2009	8/23/2012

Property Address
750160049 DAVID R THORP 30700 PACE LN DESERT HOT SPRINGS, CA 92241

Citation Number	District	Class
A27308	4	SOAC

Item	Description	Hours/Qty	Rate	Amount
Administrative Citations	CV0805556:A27308	1	200.00	200.00

Subtotal	\$200.00
Payments/Credits	\$0.00
Total	\$200.00



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

RESPONSIBLE PARTIES

September 24, 2012

OWNER

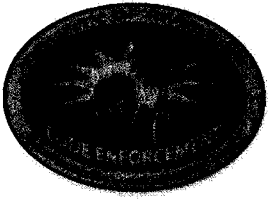
DAVID R THORP
31075 AVENIDA DEL VERMO
CATHEDRAL CITY, CA 92234

OCCUPANT

30700 PACE LN
DSRT HOT SPG, CA 92241

FIELDSTONE MORTGAGE COMPANY
11000 BROKEN LAND PARKWAY #600
COLUMBIA, MD 21044

FIELDSTONE MORTGAGE COMPANY
2 EXECUTIVE CIRCLE, SUITE 250-LA
IRVINE, CA 92614



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

PROOF OF SERVICE

Case No. CV08-05556

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

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

That on September 24, 2012, I served the following document(s):

Notice of Hearing Re: Statement of Abatement Costs

Responsible Parties List

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

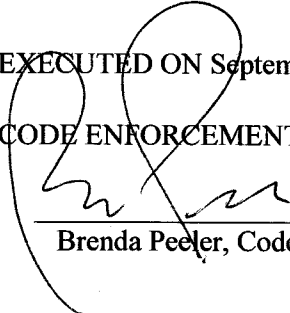
DAVID R THORP 31075 AVENIDA DEL VERMO, CATHEDRAL CITY, CA 92234
OCCUPANT 30700 PACE LN, DSRT HOT SPG, CA 92241
FIELDSTONE MORTGAGE COMPANY 11000 BROKEN LAND PARKWAY #600, COLUMBIA, MD 21044
FIELDSTONE MORTGAGE COMPANY 2 EXECUTIVE CIRCLE, SUITE 250-LA, IRVINE, CA 92614

XX **By First Class Mail.** I am readily familiar with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service with postage thereon fully prepaid in the County of Riverside, California, in the ordinary course of business.

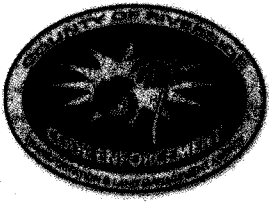
XX **STATE.** I declare under the penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED ON September 24, 2012, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT



Brenda Peeler, Code Enforcement Aide



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

AFFIDAVIT OF POSTING OF NOTICES

September 25, 2012

RE CASE NO: CV0805556

I, Rusty Hannah, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 38686 El Cerrito Road, Suite 200, Palm Desert, California 92211 .

That on 09/25/2012 at 11:30 am, I securely and conspicuously posted a Notice of Hearing RE: Statement of abatement costs at the property described as:

Property Address: 30700 PACE LN, DSRT HOT SPG

Assessor's Parcel Number: 750-160-049

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

Executed on September 25, 2012 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT



By: Rusty Hannah, Code Enforcement Officer

EXHIBIT “B”

[Back to Main Page](#)

General Information				
Citation	A27308	Date	01/12/09	
Amt Owing this Citation:	\$200.00	This Person:	\$200.00	
Issuing Agency:	Riverside County Administrative	Dept:	Code Enforcement	
Status:	OPEN: Noticed (sent to FTB)			
Number:	1 of 1			
<th>Responsible Party Information</th>				Responsible Party Information
Name:	THORPE, DAVID W			
Address:	30700 PACE LANE			
City/State/Zip:	INDIO HILLS, CA 92241			

Citation Information			
Location:	DIS#4 30700 PACE LANE INDIO HI	Case:	CV0805556
		Badge #:	29
Comments:			

Violation Information		
Code	Description	Amount
17.136.020	Unpermitted Equip Storage yard	200.00

Fee History

Payment History

Notice History				
Number	Notice Date	Due Date	Description	Amount
6874914	02/17/09	.	1st Notice Sent	200.00
7045111	04/21/09	.	2nd Notice Sent	200.00
7140217	05/29/09	.	3rd Notice Sent	200.00

Appeal History

Responsible Party History	
Date	Name & Address
01/29/09	THORPE, DAVID W, 30700 PACE LANE, INDIO HILLS, CA, 92241

Citation History

Date	Transaction	Rep Name	Description
1/29/2009	New Citation Added	M Espinoza	.
1/29/2009	Citation Data Entered	R Beard	.
1/29/2009	Responsible party entered	M Espinoza	.
2/13/2009	Notice sent	T FEES	Inserted during Extract Commit
4/20/2009	Notice sent	T FEES	Inserted during Extract Commit
5/28/2009	FTB Notice sent	T FEES	Inserted during Extract Commit for FTB Notice
11/23/2009	SSN Requested	H Akolawala	Inserted during Extract Commit for SSN REQUEST
11/30/2009	SSN Hit	M Niranjanan	SSN HIT
12/1/2009	FTB Update Requested	M Niranjanan	Sent 12/1/2009 Delivery Confirmation #1
1/10/2011	FTB Update Requested	M Niranjanan	Sent 01/10/11 Delivery Confirmation #794304017296
1/2/2012	FTB Update Requested	M Niranjanan	Sent 01/04/12 Delivery Confirmation #01032012

Home | FAQ

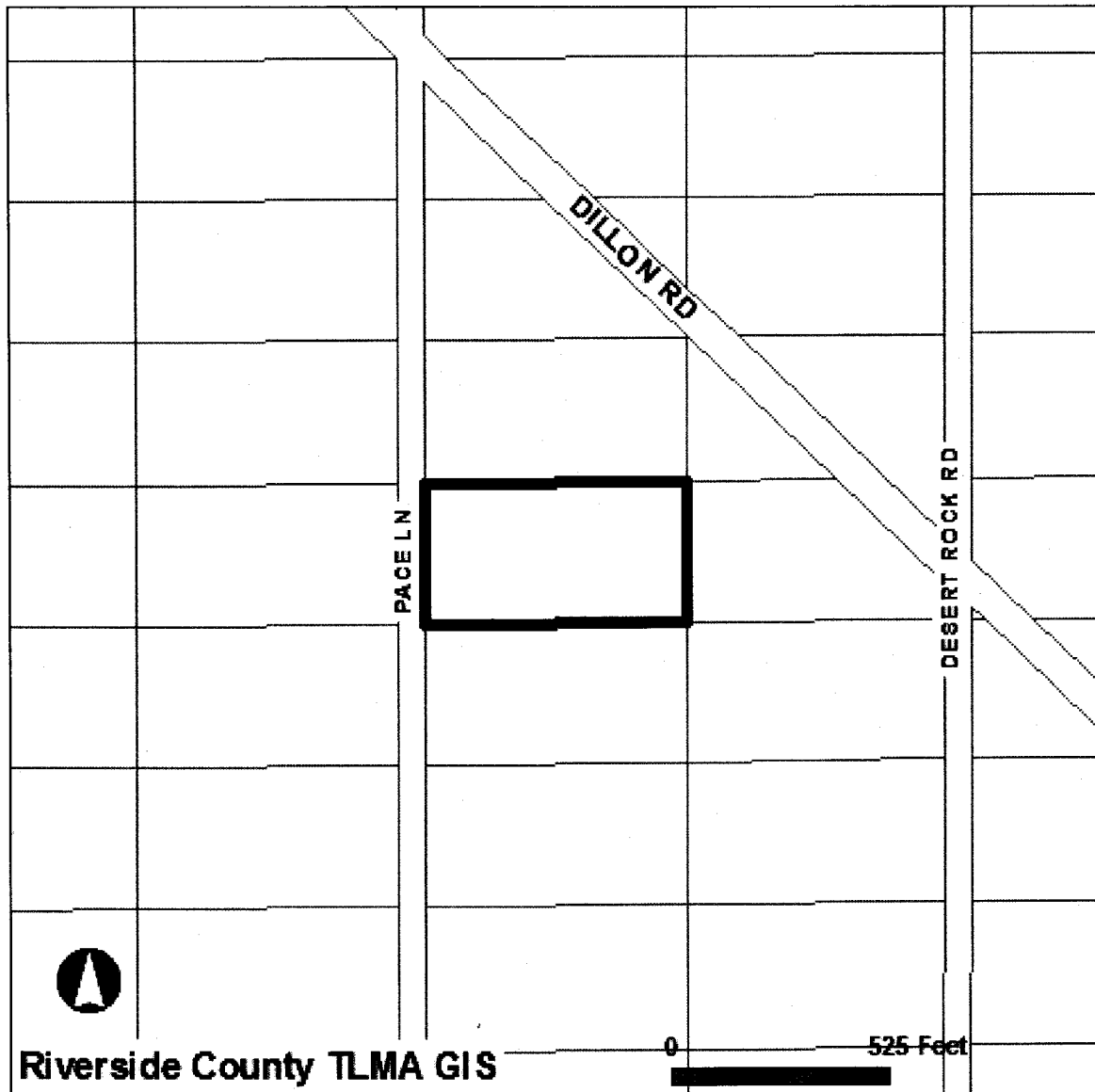
EXHIBIT “C”

Assessment Roll For the 2012-2013 Tax Year as of January 1,2012

Assessment #750160049-2		Parcel # 750160049-2	
Assessee:	THORP DAVID R	Land	14,537
Mail Address:	31075 AVENIDA DEL VERMO	Structure	17,770
City, State Zip:	CATHEDRAL CITY CA 92234	Full Value	32,307
Real Property Use Code:	R1	Total Net	32,307
Base Year	1986		
Conveyance Number:	0773558		
Conveyance (mm/yy):	9/2005		
PUI:	R010000		
TRA:	75-046		
Taxability Code:	0-00		
ID Data:	Lot 45 RS 027/046		
Situs Address:	30700 PACE LN DSRT HOT SPG CA 92241		

[View Parcel Map](#)

RIVERSIDE COUNTY GIS



Riverside County TLMA GIS

Selected parcel(s):
750-160-049

IMPORTANT

Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

STANDARD REPORT

APNs

750-160-049-2

OWNER NAME / ADDRESS

DAVID R THORP
30700 PACE LN
DSRT HOT SPG, CA. 92241

MAILING ADDRESS

(SEE OWNER)
31075 AVENIDA DEL VERMO
CATHEDRAL CITY CA. 92234

LEGAL DESCRIPTION

RECORDED BOOK/PAGE: RS 27/46
SUBDIVISION NAME: NOT AVAILABLE
LOT/PARCEL: 45, BLOCK: NOT AVAILABLE
TRACT NUMBER: NOT AVAILABLE

LOT SIZE

RECORDED LOT SIZE IS 4.76 ACRES

PROPERTY CHARACTERISTICS

NO PROPERTY DESCRIPTION AVAILABLE

THOMAS BROS. MAPS PAGE/GRID

PAGE 5290

CITY BOUNDARY/SPHERE

NOT WITHIN A CITY
NOT WITHIN A CITY SPHERE
ANNEXATION DATE: NOT APPLICABLE
NO LAFCO CASE # AVAILABLE
NO PROPOSALS

MARCH JOINT POWERS AUTHORITY

NOT IN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY

INDIAN TRIBAL LAND

NOT IN A TRIBAL LAND

SUPERVISORIAL DISTRICT 2011 (ORD. 813)

JOHN BENOIT, DISTRICT 4

SUPERVISORIAL DISTRICT (2001 BOUNDARIES)

ROY WILSON, DISTRICT 4

TOWNSHIP/RANGE

T4SR7E SEC 14

ELEVATION RANGE

1116/1128 FEET

PREVIOUS APN

747-175-006

PLANNING

LAND USE DESIGNATIONS

RR

SANTA ROSA ESCARPMENT BOUNDARY

NOT IN THE SANTA ROSA ESCARPMENT BOUNDARY

AREA PLAN (RCIP)

WESTERN COACHELLA VALLEY

GENERAL PLAN POLICY OVERLAYS

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

GENERAL PLAN POLICY AREAS

NONE

ZONING CLASSIFICATIONS (ORD. 348)

W-2-10

ZONING DISTRICTS AND ZONING AREAS

CHUCKAWALLA AREA

ZONING OVERLAYS

NOT IN A ZONING OVERLAY

HISTORIC PRESERVATION DISTRICTS

NOT IN AN HISTORIC PRESERVATION DISTRICT

SPECIFIC PLANS

NOT WITHIN A SPECIFIC PLAN

NOT IN AN AGRICULTURAL PRESERVE

REDEVELOPMENT AREAS
NOT IN A REDEVELOPMENT AREA

AIRPORT INFLUENCE AREAS
NOT IN AN AIRPORT INFLUENCE AREA

AIRPORT COMPATIBILITY ZONES
NOT IN AN AIRPORT COMPATIBILITY ZONE

ENVIRONMENTAL

CVMSHCP (COACHELLA VALLEY MULTI-SPECIES HABITAT CONSERVATION PLAN) CONSERVATION AREA
NOT IN A CONSERVATION AREA

CVMSHCP FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREAS
NOT IN A FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREA

WRMSHCP (WESTERN RIVERSIDE COUNTY MULTI-SPECIES HABITAT CONSERVATION PLAN) CELL GROUP
NOT IN A CELL GROUP

WRMSHCP CELL NUMBER
NOT IN A CELL

HANS/ERP (HABITAT ACQUISITION AND NEGOTIATION STRATEGY/EXPEDITED REVIEW PROCESS)
NONE

VEGETATION (2005)
NO DATA AVAILABLE

FIRE

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

FIRE RESPONSIBILITY AREA
NOT IN A FIRE RESPONSIBILITY AREA

DEVELOPMENT FEES

CVMSHCP FEE AREA (ORD. 875)
WITHIN THE COACHELLA VALLEY MSHCP FEE AREA

WRMSHCP FEE AREA (ORD. 810)
NOT WITHIN THE WESTERN RIVERSIDE COUNTY MSHCP FEE AREA

ROAD & BRIDGE DISTRICT
NOT IN A DISTRICT

EASTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 673)
IN OR PARTIALLY WITHIN A TUMF FEE AREA. SEE MAP FOR MORE INFORMATION.
In EAST

WESTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 824)
NOT WITHIN THE WESTERN TUMF FEE AREA

DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)
WESTERN COACHELLA VALLEY

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

DEVELOPMENT AGREEMENTS
NOT IN A DEVELOPMENT AGREEMENT AREA

TRANSPORTATION

CIRCULATION ELEMENT ULTIMATE RIGHT-OF-WAY

NOT IN A CIRCULATION ELEMENT RIGHT-OF-WAY

ROAD BOOK PAGE

205

TRANSPORTATION AGREEMENTS

NOT IN A TRANSPORTATION AGREEMENT

CETAP (COMMUNITY AND ENVIRONMENTAL TRANSPORTATION ACCEPTABILITY PROCESS) CORRIDORS

NOT IN A CETAP CORRIDOR.

HYDROLOGY

FLOOD PLAIN REVIEW

WITHIN AREAS OF FLOODING SENSITIVITY. CONTACT THE COACHELLA VALLEY WATER DISTRICT AT (760) 398-2651 FOR INFORMATION

WATER DISTRICT

CVWD

FLOOD CONTROL DISTRICT

NOT IN A FLOOD DISTRICT

WATERSHED

WHITEWATER

GEOLOGIC

FAULT ZONE

NOT IN A FAULT ZONE

FAULTS

WITHIN A 1/2 MILE OF
INDIO HILLS FAULT
SAN ANDREAS FAULT
SAN ANDREAS FAULTS
CONTACT THE COUNTY'S CHIEF ENGINEERING GEOLOGIST AT (951)955-6863.

LIQUEFACTION POTENTIAL

MODERATE

SUBSIDENCE

SUSCEPTIBLE

PALEONTOLOGICAL SENSITIVITY

LOW POTENTIAL.
FOLLOWING A LITERATURE SEARCH, RECORDS CHECK AND A FIELD SURVEY, AREAS MAY BE DETERMINED BY A QUALIFIED VERTEBRATE PALEONTOLOGIST AS HAVING LOW POTENTIAL FOR CONTAINING SIGNIFICANT PALEONTOLOGICAL RESOURCES SUBJECT TO ADVERSE IMPACTS.

MISCELLANEOUS

SCHOOL DISTRICT

DESERT SANDS UNIFIED

COMMUNITIES

INDIO HILLS

COUNTY SERVICE AREA

IN OR PARTIALLY WITHIN
INDIO HILLS #105 -
STREET LIGHTING
PARK & RECREATION
ROAD MAINTAINANCE
FLOOD CONTROL
POLICE

LIGHTING (ORD. 655)

NOT APPLICABLE, 49.19 MILES FROM MT. PALOMAR OBSERVATORY

2000 CENSUS TRACT

045206

EXHIBIT “D”

Owner
THORP,DAVID R

Address
30700 PACE LN DESERT HOT SPRINGS , CA 92241

Parcel/Tax ID
750-160-049

Property Profile

Ownership Information

Primary Owner	THORP,DAVID R	Site Address	30700 PACE LN
Secondary Owner		Site City, St Zip	DESERT HOT SPRINGS, CA 92241
Ownership Description	Single Man	Mail Address	31075 AVENIDA DEL VERMO
Telephone Number		Mail City, St Zip	CATHEDRAL CITY, CA 92234
Lot	45	Census Tract	0452.06
Housing Tract / Subdivision Name			
Legal Description	4.76 ACRES M/L IN PAR 45 RS 027/046		

Property Details

Use Code	Single family residence		
State	CA	County/Municipality	RIVERSIDE
RTSQ		Total Rooms	
Zoning	W210	Bedrooms	
Number Of Units	1	Bathrooms	
Year Built		Basement Square Feet	
# Of Stories		Parking	
Lot Size	207,346	Parking Square Feet	
Usable Lot Size		View	
Lot Depth		Pool	
Lot Width		Fireplace	
Square Feet		HT/AC	
Square Ft 1st Flr		Cooling Detail	
Square Ft 2nd Flr		Heating Detail	
Square Ft 3rd Flr		Roof Type	
Additions - Square Feet		Construction Quality	
Building Shape	Other	Construction Type	Other
New Page Grid	390D7	Exterior	
Old Page Grid		Foundation	

Tax Information

Assessor's Parcel Number/Tax ID	750-160-049	Assessor's Market Value	
Assessed Total	\$31,674	Tax Amount	\$523
Land Total	\$14,252	Status/Yr Delinquent	Current
Improvement	\$17,422	Tax Rate Area	75046
Percent Improvement	55.00%	HomeOwners Exemption	N

Sale Information

Last Sale Date	May 14, 1992	1st Loan Amount / Type	\$150,000 / Conventional
Document Number	0000176107	2nd Loan Amount	
Sale Value	\$225,000 (Full)	Last Transaction W/O \$	Oct 25, 2005
Cost / Square foot		Last Transaction W/O \$ Doc	0000880566
Title Company	COMMONWEALTH LAND TITLE		
Lender	SELLER		

Owner
THORP,DAVID R

Address
30700 PACE LN DESERT HOT SPRINGS , CA 92241

Parcel/Tax ID
750-160-049

Transaction History

Transaction 4 - Finance

Transaction Information

Buyer / Borrower THORP,DAVID R
Recorded Date Jul 02, 2007
Title Company NEW CENTURY TITLE

Signature Date Jun 14, 2007
Multiple/Portion

Loan Information

Loan Amount \$202,000
Document # 432194

Loan Type Conventional
Interest Rate Type Adjustable Rate
Seller Carry Back N

Lender Name FIELDSTONE MORTGAGE CO

Transaction 3 - Transfer

Transaction Information

Buyer / Borrower THORP,DAVID R
Recorded Date Oct 25, 2005
Title Company ALLIANCE TITLE

Signature Date Oct 17, 2005
Multiple/Portion

Ownership Transfer Information

Seller THORP,DAVID R
Transfer Value

Transaction Type Refi
Deed In Lieu N
Deed Type Quitclaim Deed Of Trust

Document # 0000880566

Loan Information

Loan Amount \$150,001
Document # 880567

Loan Type Conventional
Interest Rate Type Adjustable Rate
Seller Carry Back N

Lender Name RESMAE MORTGAGE CORP

Transaction 2 - Transfer

Transaction Information

Buyer / Borrower THORP,DAVID R
Recorded Date Sep 20, 2005
Title Company

Signature Date
Multiple/Portion

Ownership Transfer Information

Seller THORP FAMILY TRUST
Transfer Value

Transaction Type Resale
Deed In Lieu N
Deed Type Quitclaim Deed Of Trust

Document # 0000773558

Loan Information

Loan Amount
Document # 0000773558

Loan Type Conventional
Interest Rate Type
Seller Carry Back N

Lender Name

Transaction 1 - Transfer

Transaction Information

Buyer / Borrower FELTROP,LELAND G
Recorded Date May 14, 1992
Title Company COMMONWEALTH LAND TITLE

Signature Date
Multiple/Portion

Ownership Transfer Information

Seller THORP,STANLEY B
Transfer Value \$225,000 (Full)

Transaction Type Resale
Deed In Lieu N
Deed Type

Document # 0000176107


Loan Information

Loan Amount \$150,000
Document # 0000176107

Loan Type Conventional
Interest Rate Type Fixed
Seller Carry Back N

Lender Name SELLER

Legend

 Unusually large change in price

 Multiple sales within a 30 day period

Loan No. 4703557278

NEW CENTURY TITLE (GLENDALE)

Recording Requested By:

5272442-RC
750-160-049-2
Return To:

Fieldstone Mortgage Company
11000 BROKEN LAND PARKWAY,
SUITE 600
COLUMBIA, MD 21044

DOC # 2007-0432194

07/02/2007 08:00A Fee: 132.00

Page 1 of 21

Recorded in Official Records
County of Riverside

Larry U. Ward

Assessor, County Clerk & Recorder



Prepared By:

MARY MILLER

Fieldstone Mortgage Company
2 Executive Circle, Suite
250-LA, Irvine, CA 92614

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DEED OF TRUST

MIN100052647035572786

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DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated June 14, 2007

together with all Riders to this document.

(B) "Borrower" is DAVID R. THORP, A SINGLE MAN

Borrower's address is 30760 PACE LANE, DESERT HOT SPRINGS AREA, RIVERSIDE COUNTY, CA 92241

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Fieldstone Mortgage Company

Lender is a Corporation

organized and existing under the laws of Maryland

4703557278

CALIFORNIA - Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3005 1/01

2007 - GA(CA) 02071

Page 1 of 16

Printed

VMP MORTGAGE FORMS - 19001621-7291

Lender's address is 11000 BROKEN LAND PARKWAY, SUITE 600
COLUMBIA, MD 21044
(D) "Trustee" is ROB V. BUDHKA

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated June 14, 2007

The Note states that Borrower owes Lender two hundred two thousand and 00/100

Dollars

(U.S. \$202,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 1, 2037

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input checked="" type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input checked="" type="checkbox"/> Other(s) [specify] legal description

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

County of Riverside

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

See Attached Addendum 1

Parcel ID Number: 750-160-049

which currently has the address of

30700 FACE LANE, DESERT HOT SPRINGS AREA

[Street]

RIVERSIDE COUNTY

[City], California 92241

[Zip Code]

("Property Address"):

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances

of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be

in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender

to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

24. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

25. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

_____ (Seal)
DAVID R. THORP -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

State of California
County of Riverside

On June 15, 2007

DAVID R. THORP

} ss.
before me, DONNA DIFRANCESCO, Notary Public,
personally appeared

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

WITNESS my hand and official seal.



Donna DiFrancesco (Seal)
Notary Public

Addendum 1: Long Legal Description

PLEASE ATTACH LEGAL DESCRIPTION PRIOR TO CLOSING

Legal Description:

EXHIBIT "A"

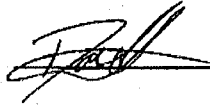
The South half of the Northwest Quarter of the Southwest Quarter of the Northeast Quarter of Section 14, Township 4 South, Range 7 East, San Bernardino Base and Meridian, in the County of Riverside, State of California, according to United States Government Survey, thereof. Said property is shown as Parcel 45 on map on file in book 27, page 46 of Records of Survey, Records of Riverside County, California.

BALLOON RIDER

This is a **BALLOON LOAN**. The term of the loan is 40/30 years. This means that while your monthly payment amount is amortized in accordance with a 40 year loan term, the loan is payable in full in **THIRTY (30)** years from the date the loan is made. As a result, you will be required to repay the entire remaining principal balance, together with accrued interest, late charges, if any, and all advancements made by the lender under the terms of this loan in **THIRTY (30)** years from the date on which the loan is made.

The lender has no obligation to refinance this loan at the end of its term. Therefore, you may be required to repay the loan out of other assets you may own, or you may have to find another lender willing to refinance the loan.

Assuming this lender or another lender refinances this loan at maturity, you will probably be charged interest at market rate prevailing at that time which may be considerably higher or lower than the interest rate paid on this loan. You may also have to pay some or all of the closing costs normally associated with the new mortgage loan even if you obtain refinancing from the same lender.



DAVID R. THORP

ADJUSTABLE RATE RIDER

(LIBOR Six-Month Index (As Published In *The Wall Street Journal*) - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 14th day of June, 2007 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Firststone Mortgage Company

("Lender") of the same date and covering the property described in the Security Instrument and located at: 30700 PACE LANE, DESERT HOT SPRINGS AREA, RIVERSIDE COUNTY, CA 92241

[Property Address]

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

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 10.425%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of July, 2009 and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding five and one-half percentage points (5.500%) to the Current Index. The Note Holder will then round the result of 4703557278

MULTISTATE ADJUSTABLE RATE RIDER - LIBOR SIX-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL) - Single Family - Fannie Mae Uniform Instrument

MS-R38R (0402) Form 3138 1/01

Page 1 of 3 Initials *[Signature]*

VMP Mortgage Solutions, Inc.

(800)521-7291

this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 13.425 % or less than 10.425 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one

percentage points (1.000 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 16.425 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

My interest rate will never be less than 10.425%. The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

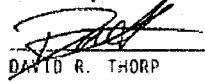
If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

 _____ (Seal) _____ (Seal)
DAVID R. THORP -Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

4703557278

Recording Requested By
When Recorded Mail To

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

DOC # 2007-0014836
01/08/2007 08:00A Fee: 12.00
Page 1 of 2
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



Trustee Sale No. 1094482-08

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			2		1				
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM 010

Spac

Loan No. XXXX9676 Ref: THORP, DAVID

NOTICE OF DEFAULT

12 T
010

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice). This amount is \$4,368.80 as of January 05, 2007, and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

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

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

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

**DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR THE
REGISTERED HOLDERS OF RESMAE ASSET-BACKED PASS-THROUGH *
C/O OCWEN LOAN SERVICING, LLC
1675 PALM BEACH LAKES BLVD
WEST PALM BEACH FL 33401**

(800)310-9229

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

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

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN:

CAL-WESTERN RECONVEYANCE CORPORATION is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary

under a deed of trust dated October 14, 2005 executed by

DAVID R THORP, A SINGLE MAN

as trustor, to secure certain obligations in favor of

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC AS NOMINEE FOR
RESMAE MORTGAGE CORPORATION** as beneficiary

recorded as document 2005-0880567 on October 25, 2005 in book XX page XX official records in the office of County Recorder of RIVERSIDE County, California, describing land therein as:

COMPLETELY DESCRIBED IN SAID DEED OF TRUST *CERTIFICATES, SERIES 2006-1

said obligations including a promissory note for the principal sum of \$150,001.00 that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

Failure to pay the monthly payment due September 1, 2006 of principal and interest and subsequent installments due thereafter; together with all subsequent sums advanced by beneficiary pursuant to the terms and conditions of said deed of trust.

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

T.S. 1094482-08

Dated: January 05, 2007

CAL-WESTERN RECONVEYANCE CORPORATION

Signature By _____

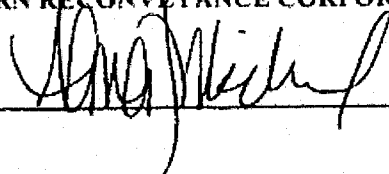


EXHIBIT “E”



County of Riverside Code Enforcement Department

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

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

August 30, 2012

DAVID R THORP
31075 AVENIDA DEL VERMO
CATHEDRAL CITY, CA 92234

Subject Property: 30700 PACE LN, DSRT HOT SPG
Case No(s): CV08-05556
APN No(s): 750-160-049

Dear David R Thorp:

NOTICE IS HEREBY GIVEN that the County of Riverside Code Enforcement Department ("DEPARTMENT") incurred expenses during our efforts to abate the code violation(s) on the Subject Property. Said abatement case involved Unpermitted Land Use located on your real property commonly described as 30700 PACE LN, DSRT HOT SPG, and more particularly described as Assessor's Parcel Number 750-160-049.

The total amount due for the DEPARTMENT'S actions concerning the above-described dangerous or injurious condition is **Seven Hundred Thirty Dollars and Thirty Cents (\$730.30)**.

You have thirty (30) days from the date of this letter to pay the DEPARTMENT at the above address the total amount due on the enclosed "Summary Statement of Abatement Costs" or a special tax assessment and abatement lien will be recorded upon the subject property. Payment must be made in the form of cashier's check or money order, made payable to the County of Riverside. Please note the property APN on the memo line of the check.

YOU HAVE A RIGHT TO A HEARING ON THIS MATTER BEFORE THE RIVERSIDE COUNTY BOARD OF SUPERVISORS OR AN ADMINISTRATIVE HEARING OFFICER. You have the right to contest the abatement costs and special assessment against the subject property. If you choose to exercise your right to a public hearing before the Board of Supervisors, please complete the enclosed "Board of Supervisors Request for Public Hearing" form and return it to the Code Enforcement Department within twenty (20) days of the date of this letter.

In the event you do not request a public hearing before the Board of Supervisors, a public hearing before an Administrative Hearing Officer shall be scheduled and held for a final determination of this matter and authority to place a lien against the Subject Property and adding the amount due as a special tax assessment on the County tax rolls.

If you have any questions regarding this notice, please contact us at (951) 955-1095.

Code Enforcement Department

Carol Lynn Anderson
Administrative Services Officer



CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

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

DAVID R THORP
31075 AVENIDA DEL VERMO
CATHEDRAL CITY, CA 92234

Subject Property: 30700 PACE LN, DSRT HOT SPG
Case No(s): CV08-05556
APN No(s): 750-160-049

I, _____, hereby request a public hearing before the Board of
Supervisors (Please PRINT your name here)

regarding case number(s) _____.

I request notice of the Board of Supervisors hearing date, time, and location (which shall not be less than 10 days from the submission of this request) to be mailed to me at the following address:

Return Mailing Address: _____

Signed: _____ Date: _____
(Please SIGN your name here)

Print: _____
(Please PRINT your name here)

You may contact me at the following daytime phone number: _____

IMPORTANT

Keep a copy of this form and mail the original to:
Riverside County Code Enforcement Department
P.O. BOX 1469
Riverside, CA 92502-1469



COUNTY OF RIVERSIDE CODE ENFORCEMENT

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

Property Reference/Mailing Address
750160049 DAVID R THORP 31075 AVENIDA DEL VERMO CATHEDRAL CITY, CA 92234

Date: 8/23/2012

Summary Statement of Abatement Costs

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

Date	Invoice Number & Amount	Amount	Balance
08/23/2012	CV0805556- INV #105175. Orig. Amount \$530.30.	530.30	530.30
01/12/2009	CV0805556:A27308- INV #11601. Orig. Amount \$200.00. A27308	200.00	730.30
		Total Now Due	\$730.30

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

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

Code Enforcement Department

**County of Riverside
Code Enforcement Department**

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



Statement of Abatement Costs

750160049
DAVID R THORP
31075 AVENIDA DEL VERMO
CATHEDRAL CITY, CA 92234

Date	Invoice #
8/23/2012	105175

Property Address
750160049 DAVID R THORP 30700 PACE LN DESERT HOT SPRINGS, CA 92241

Case Number	District	Class
CV0805556	4	SOAC

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

Date	Item	Description	Hours/Qty	Rate	Amount
8/7/2008	Officer Hours	Labor Charges - Officer Time	1	109.00	109.00
8/18/2008	Officer Hours	Labor Charges - Officer Time	0.5	109.00	54.50
11/18/2008	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.80
1/12/2009	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.70
6/23/2009	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.70
8/23/2012	SOAC Preparation	Prepare Summary of Abatement Cost		65.00	65.00
		Subtotal Code Enforcement Costs			315.70
8/23/2012	Prepare Case for SOAC H... Attend SOAC Hearing	Prepare Case for Statement of Abatement Costs Hearing Attend Statement of Abatement Costs Hearing		125.55 69.75	125.55 69.75
		Subtotal County Counsel Costs			195.30
8/23/2012	DataQuick	Property Finder Reports & Transaction Report		19.30	19.30
		Subtotal Contractor Costs			19.30
Subtotal					\$530.30

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

Payments/Credits	\$0.00
Total Now Due	\$530.30

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

[Signature]
Code Enforcement Department



County of Riverside Code Enforcement Department

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

Administrative Citation

750160049
 DAVID R THORP
 31075 AVENIDA DEL VERMO
 CATHEDRAL CITY, CA 92234

Citation Issue Date	Billing Date
1/12/2009	8/23/2012

Property Address
750160049 DAVID R THORP 30700 PACE LN DESERT HOT SPRINGS, CA 92241

Citation Number	District	Class
A27308	4	SOAC

Item	Description	Hours/Qty	Rate	Amount
Administrative Citations	CV0805556:A27308	1	200.00	200.00

Subtotal	\$200.00
Payments/Credits	\$0.00
Total	\$200.00



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

RESPONSIBLE PARTIES

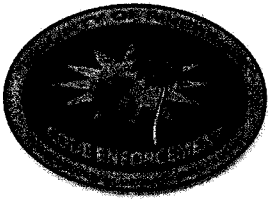
August 30, 2012

OWNER
DAVID R THORP
31075 AVENIDA DEL VERMO
CATHEDRAL CITY, CA 92234

OCCUPANT
30700 PACE LN
DSRT HOT SPG, CA 92241

FIELDSTONE MORTGAGE COMPANY
11000 BROKEN LAND PARKWAY #600
COLUMBIA, MD 21044

FIELDSTONE MORTGAGE COMPANY
2 EXECUTIVE CIRCLE, SUITE 250-LA
IRVINE, CA 92614



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

PROOF OF SERVICE

Case No. CV08-05556

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

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

That on August 30, 2012, I served the following documents(s):

**Notice of Hearing Re: Demand for Payment Statement of Abatement Costs Notice of
Special Tax Assessment**

Request for Public Hearing on Statement of Abatement Costs and Special Tax Assessment

Invoices

Notice List

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

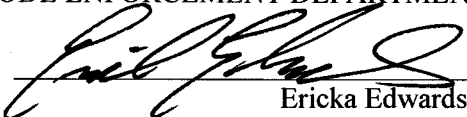
DAVID R THORP 31075 AVENIDA DEL VERMO, CATHEDRAL CITY, CA 92234
OCCUPANT 30700 PACE LN, DSRT HOT SPG, CA 92241
FIELDSTONE MORTGAGE COMPANY 11000 BROKEN LAND PARKWAY #600, COLUMBIA, MD 21044
FIELDSTONE MORTGAGE COMPANY 2 EXECUTIVE CIRCLE, SUITE 250-LA, IRVINE, CA 92614

XX **By First Class Mail.** I am readily familiar with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service with postage thereon fully prepaid in the County of Riverside, California, in the ordinary course of business.

XX **STATE.** I declare under the penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED ON August 30, 2012, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT



Ericka Edwards, OAIH



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

AFFIDAVIT OF POSTING OF NOTICES

August 31, 2012

RE CASE NO: CV0805556

I, Hector Herrera, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 38686 El Cerrito Road, Suite 200, Palm Desert, California 92211 .

That on 08/31/2012 at 9:40 am, I securely and conspicuously posted Demand for payment, statement of abatement cost, notice of special tax assessment. at the property described as:

Property Address: 30700 PACE LN, DSRT HOT SPG

Assessor's Parcel Number: 750-160-049

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

Executed on August 31, 2012 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

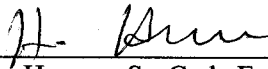

By: Hector Herrera, Sr. Code Enforcement Officer

EXHIBIT “F”



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

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

DAVID R THORP
31075 AVENIDA DEL VERMO
CATHEDRAL CITY, CA 92234

Subject Property: 30700 PACE LN, DSRT HOT SPG
Case No(s): CV08-05556
APN No(s): 750-160-049

I, DAVID R. THORP, hereby request a public hearing before the Board of
Supervisors (Please PRINT your name here)

regarding case number(s) CV08-05556 INV# 105175 INV# 11601

I request notice of the Board of Supervisors hearing date, time, and location (which shall not be less than 10 days from the submission of this request) to be mailed to me at the following address:

Return Mailing Address: 30-700 Pace Ln
Indio Hills CA 92201

Signed: [Signature]
(Please SIGN your name here)

Date: 8-31-12

Print: DAVID THORP
(Please PRINT your name here)

You may contact me at the following daytime phone number: 760-250-2783

IMPORTANT

Keep a copy of this form and mail the original to:
Riverside County Code Enforcement Department
P.O. BOX 1469
Riverside, CA 92502-1469

RECEIVED SEP 10 2012
Scanned Sat