

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



SUBMITTAL DATE:
February 14 2013

404 B

FROM: County Counsel
Code Enforcement Department

SUBJECT: Statement of Abatement Costs [Case No. CV0801048]
Subject Property: 5240 RUTILE ST, RIVERSIDE; DIAZ
APN: 167-171-015
District 2/2

RECOMMENDED MOTION: Move that the Board of Supervisors:

- (1) assess the reasonable costs of abatement of a public nuisance (unpermitted land use and excessive outside storage) in the above-referenced matter to be **five hundred eighty six dollars and seventy cents (US \$586.70)**;
- (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.

Greg Flannery

GREG FLANNERY, Division Manager for
JUAN PEREZ, Interim Code Enforcement Director

(Continued)

| | | | | |
|-----------------------|-------------------------------|--------|-------------------------|-----|
| 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*

Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended with a revised amount of costs to \$400.

Ayes: Jeffries, Tavaglione, Benoit and Ashley
Nays: None
Absent: Stone
Date: February 26, 2013
xc: Co. Co./CED

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: | **District:** 2/2 | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

9-1

FORM APPROVED COUNTY COUNSEL
BY: *Patricia Munroe* 1/21/13
DATE
PATRICIA MUNROE
Departmental Concurrence

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

Statement of Abatement Costs [Case No. CV0801048]
Subject Property: 5240 RUTILE ST, RIVERSIDE; DIAZ
APN: 167-171-015
District: 2/2
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 owner brought the property into compliance. Riverside County Code Enforcement seeks to recover its fees and costs and does not waive its right to recover future costs associated with the handling of this matter.

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.

**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

Juan C. Perez
Interim Director

January 28, 2013

**RESCHEDULED 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: 5240 RUTILE ST, RIVERSIDE
Case No.: CV0801048; DIAZ
APN: 167-171-015

NOTICE IS HEREBY GIVEN that a hearing that was to be held before the Riverside County Board of Supervisors on **Tuesday, February 5, 2013, at 9:30 a.m.** in the Board of Supervisors Room, 4080 Lemon Street, 1st Floor Annex, Riverside, California, **has been rescheduled to Tuesday, February 26, 2013, at 9:30 a.m.** 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 Use without Riverside County Planning Department approval, Excessive outside storage located on your real property commonly described as 5240 RUTILE ST, RIVERSIDE, Riverside County, California and more particularly described as Assessor's Parcel Number 167-171-015.

The total expense due, including all other fees and costs, for the abatement of the above-described dangerous or injurious condition is **Five Hundred Eighty Six Dollars and Seventy Cents, (US \$586.70)**. 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 Senior Officer Michelle Cervantes 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


HECTOR VIRAY

Supervising Code Enforcement 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

Date: 10/17/2012

167171015
JESUS APOLONIO DIAZ
ELVA GUADALUPE DIAZ
5240 RUTILE ST
RIVERSIDE, CA 92509

Summary Statement of Abatement Costs

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

| Date | Invoice Number & Amount | Amount | Balance |
|----------------------|---|--------|-----------------|
| 10/17/2012 | CV0801048- INV #105356. Orig. Amount \$486.70. | 486.70 | 486.70 |
| 08/06/2009 | CV0801048:A28917- INV #4241. Orig. Amount \$100.00. A28917 | 100.00 | 586.70 |
| Total Now Due | | | \$586.70 |

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.

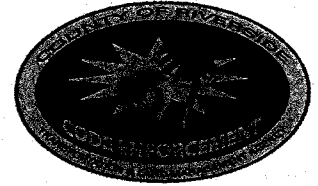
I affirm and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.



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

167171015
JESUS APOLONIO DIAZ
ELVA GUADALUPE DIAZ
5240 RUTILE ST
RIVERSIDE, CA 92509

| Date | Invoice # |
|------------|-----------|
| 10/17/2012 | 105356 |

| |
|--|
| Property Address |
| 167171015 JESUS APOLONIO DIAZ ELVA GUADALUPE DIAZ 5240 RUTILE ST RIVERSIDE, CA 92509 |

| Case Number | District | Class |
|-------------|----------|-------|
| CV0801048 | 2 | SOAC |


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

| Date | Item | Description | Hours/Qty | Rate | Amount |
|------------|----------------------------|---|-----------|-----------------|-----------------|
| 1/23/2009 | Officer Hours | Labor Charges - Officer Time | 1 | 109.00 | 109.00 |
| 8/6/2009 | Officer Hours | Labor Charges - Officer Time | 0.6 | 109.00 | 65.40 |
| 5/24/2010 | Officer Hours | Labor Charges - Officer Time | 0.3 | 109.00 | 32.70 |
| 10/17/2012 | SOAC Preparation | Prepare Summary of Abatement Cost | | 65.00 | 65.00 |
| | | Subtotal Code Enforcement Costs | | | 272.10 |
| 10/17/2012 | Prepare Case for SOAC H... | Prepare Case for Statement of Abatement Costs Hearing | | 125.55 | 125.55 |
| | Attend SOAC Hearing | Attend Statement of Abatement Costs Hearing | | 69.75 | 69.75 |
| | | Subtotal County Counsel Costs | | | 195.30 |
| 10/17/2012 | DataQuick | Property Finder Reports & Transaction Report | | 19.30 | 19.30 |
| | | Subtotal Contractor Costs | | | 19.30 |
| | | | | Subtotal | \$486.70 |

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 | \$486.70 |

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

PROOF OF SERVICE

Case No. CV0801048

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Dean Deines, 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 4080 Lemon Street, 12th Floor, Riverside, California 92501.

That on January 28, 2013, I served the following document(s):

RESCHEDULED NOTICE OF HEARING RE: STATEMENT OF ABATEMENT COSTS

SUMMARY STATEMENT OF ABATEMENT COSTS

STATEMENT OF ABATEMENT COSTS

RESPONSIBLE OR INTERESTED PARTIES LIST

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

**OWNERS OR INTERESTED PARTIES
(SEE RESPONSIBLE OR INTERESTED PARTIES LIST)**

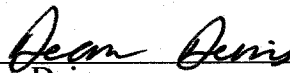
BY FIRST CLASS MAIL. I am "readily familiar" with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Riverside, California, in the ordinary course of business.

BY PERSONAL SERVICE: I caused to be delivered such envelope(s) by hand to the offices of the addressee(s).

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

FEDERAL - I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

EXECUTED ON January 28, 2013, 2012, at Riverside, California.



Dean Deines
Code Enforcement Aide

**STATEMENT OF ABATEMENT COSTS
ADMINISTRATIVE OFFICER
HEARING PACKET**

HEARING DATE: February 26, 2013

Statement of Abatement Costs
5240 RUTILE ST, RIVERSIDE
APN: 167-171-015
Case No.: CV0801048

DISTRICT 2/2

AGENDA ITEM NO.

EXHIBIT "A"

**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

Juan C. Perez
Interim Director

January 8, 2013

**RESCHEDULED 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: 5240 RUTILE ST, RIVERSIDE
Case No.: CV0801048; DIAZ
APN: 167-171-015

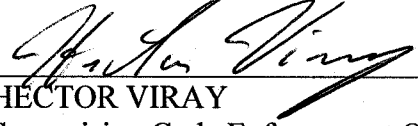
NOTICE IS HEREBY GIVEN that a hearing that was to be held before the Riverside County Board of Supervisors on **Tuesday, January 15, 2013, at 9:30 a.m.** in the Board of Supervisors Room, 4080 Lemon Street, 1st Floor Annex, Riverside, California, **has been rescheduled to Tuesday, February 5, 2013, at 9:30 a.m.** 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 Use without Riverside County Planning Department approval, Excessive outside storage located on your real property commonly described as 5240 RUTILE ST, RIVERSIDE, Riverside County, California and more particularly described as Assessor's Parcel Number 167-171-015.

The total expense due, including all other fees and costs, for the abatement of the above-described dangerous or injurious condition is Five Hundred Eighty Six Dollars and Seventy Cents, **(US \$586.70)**. 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 Senior Officer Michelle Cervantes 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


HECTOR VIRAY

Supervising Code Enforcement Officer
Enclosure: Statement of Abatement Costs

RESPONSIBLE PARTIES LIST

Subject Property: 5240 RUTILE ST, RIVERSIDE; Case No.: CV0801048
APN: 167-171-015; District 2

OWNER

JESUS APOLONIO DIAZ / ELVA GUADALUPE DIAZ
5240 RUTILE ST
RIVERSIDE, CA. 92509

BENEFICIARY

Downey Savings and Loan Association, FA
3501 Jamboree Road
Newport Beach, CA 92658

PROOF OF SERVICE

Case No. CV0801048

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Dean Deines, 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 4080 Lemon Street, 12th Floor, Riverside, California 92501.

That on January 8, 2013, I served the following document(s):

RESCHEDULED NOTICE OF HEARING RE: STATEMENT OF ABATEMENT COSTS

SUMMARY STATEMENT OF ABATEMENT COSTS

STATEMENT OF ABATEMENT COSTS

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**OWNERS OR INTERESTED PARTIES
(SEE RESPONSIBLE OR INTERESTED PARTIES LIST)**


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

___ **FEDERAL - I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.**

EXECUTED ON January 8, 2013, 2012, at Riverside, California.



Dean Deines
Code Enforcement Aide

**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

Juan C. Perez
Interim Director

December 3, 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: 5240 Rutile Street, Riverside
Case No.: CV08-01048; DIAZ
APN: 167-171-015

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors on **Tuesday, January 15, 2013, 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 land use violation - auto repair business and excessive outside storage located on your real property commonly described as 5240 Rutile Street, Riverside, Riverside County, California and more particularly described as Assessor's Parcel Number 167-171-015.

The total expense due, including all other fees and costs, for the abatement of the above-described dangerous or injurious condition is **five hundred eighty-six dollars and seventy cents, (US \$586.70)**. 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 Senior Officer Michelle Cervantes 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.

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JUAN C. PEREZ
INTERIM DIRECTOR


HECTOR VIRAY

Supervising Code Enforcement 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 |
| 167171015 JESUS APOLONIO DIAZ ELVA GUADALUPE DIAZ 5240 RUTILE ST RIVERSIDE, CA 92509 |

Date: 10/17/2012

Summary Statement of Abatement Costs

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| Date | Invoice Number & Amount | Amount | Balance |
|------------|---|----------------------|-----------------|
| 10/17/2012 | CV0801048- INV #105356. Orig. Amount \$486.70. | 486.70 | 486.70 |
| 08/06/2009 | CV0801048:A28917- INV #4241. Orig. Amount \$100.00. A28917 | 100.00 | 586.70 |
| | | Total Now Due | \$586.70 |

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

167171015
JESUS APOLONIO DIAZ
ELVA GUADALUPE DIAZ
5240 RUTILE ST
RIVERSIDE, CA 92509

| Date | Invoice # |
|------------|-----------|
| 10/17/2012 | 105356 |

| |
|--|
| Property Address |
| 167171015 JESUS APOLONIO DIAZ ELVA GUADALUPE DIAZ 5240 RUTILE ST RIVERSIDE, CA 92509 |

| Case Number | District | Class |
|-------------|----------|-------|
| CV0801048 | 2 | SOAC |

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

| Date | Item | Description | Hours/Qty | Rate | Amount |
|------------|---|--|-----------|-----------------|-----------------|
| 1/23/2009 | Officer Hours | Labor Charges - Officer Time | 1 | 109.00 | 109.00 |
| 8/6/2009 | Officer Hours | Labor Charges - Officer Time | 0.6 | 109.00 | 65.40 |
| 5/24/2010 | Officer Hours | Labor Charges - Officer Time | 0.3 | 109.00 | 32.70 |
| 10/17/2012 | SOAC Preparation | Prepare Summary of Abatement Cost | | 65.00 | 65.00 |
| | | Subtotal Code Enforcement Costs | | | 272.10 |
| 10/17/2012 | 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 |
| 10/17/2012 | DataQuick | Property Finder Reports & Transaction Report | | 19.30 | 19.30 |
| | | Subtotal Contractor Costs | | | 19.30 |
| | | | | Subtotal | \$486.70 |

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 | \$486.70 |

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

167171015
 JESUS APOLONIO DIAZ
 ELVA GUADALUPE DIAZ
 5240 RUTILE ST
 RIVERSIDE, CA 92509

| Citation Issue Date | Billing Date |
|---------------------|--------------|
| 8/6/2009 | 10/17/2012 |

| Property Address |
|--|
| 167171015 JESUS APOLONIO DIAZ ELVA GUADALUPE DIAZ 5240 RUTILE ST RIVERSIDE, CA 92509 |

| Citation Number | District | Class |
|-----------------|----------|-------|
| A28917 | 2 | SOAC |

| Item | Description | Hours/Qty | Rate | Amount |
|--------------------------|------------------|-----------|--------|--------|
| Administrative Citations | CV0801048:A28917 | 1 | 100.00 | 100.00 |

| | |
|-------------------------|----------|
| Subtotal | \$100.00 |
| Payments/Credits | \$0.00 |
| Total | \$100.00 |

RESPONSIBLE OR INTERESTED PARTIES LIST

Subject Property: 5240 Rutile Street, Riverside; Case No.: CV08-01048

APN: 167-171-015; District 2 / 2

December 3, 2012

JESUS APOLONIO DIAZ
ELVA GUADALUPE DIAZ
5240 RUTILE STREET
RIVERSIDE, CA 92509

PROOF OF SERVICE
Case No. CV08-01048

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Jennifer L. Miller, 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 4080 Lemon Street, 12th Floor, Riverside, California 92501.

That on December 3, 2012, I served the following document(s):

NOTICE OF HEARING RE: STATEMENT OF ABATEMENT COSTS

SUMMARY STATEMENT OF ABATEMENT COSTS

STATEMENT OF ABATEMENT COSTS

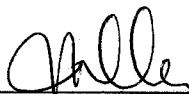
RESPONSIBLE OR INTERESTED PARTIES LIST

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

**OWNERS OR INTERESTED PARTIES
(SEE RESPONSIBLE OR INTERESTED PARTIES LIST)**

- 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 on that same day with postage thereon fully prepaid at Riverside, California, in the ordinary course of business.
- BY PERSONAL SERVICE:** I caused to be delivered such envelope(s) by hand to the offices of the addressee(s).
- STATE - I declare under penalty of perjury under the laws of the State of California that the above is true and correct.**
- FEDERAL - I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.**

EXECUTED ON December 3, 2012, at Riverside, California.



JENNIFER L. MILLER
Code Enforcement Aide



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

AFFIDAVIT OF POSTING OF NOTICES

December 4, 2012

RE CASE NO: CV0801048

I, Diana Parra, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 4080 Lemon Street, 2nd Floor, Riverside, California 92502-1592 .

That on 12/03/12 at 12:15 p.m., I securely and conspicuously posted Notice of Hearing Re: Statement of Abatement Costs at the property described as:

Property Address: 5240 RUTILE ST, RIVERSIDE

Assessor's Parcel Number: 167-171-015

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

Executed on December 4, 2012 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

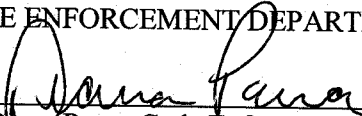

By: Diana Parra, Code Enforcement Officer

EXHIBIT “B”



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

167171015
JESUS APOLONIO DIAZ
ELVA GUADALUPE DIAZ
5240 RUTILE ST
RIVERSIDE, CA 92509

| Citation Issue Date | Billing Date |
|---------------------|--------------|
| 8/6/2009 | 10/17/2012 |

| Citation Number | District | Class |
|-----------------|----------|-------|
| A28917 | 2 | SOAC |

| |
|--|
| Property Address |
| 167171015 JESUS APOLONIO DIAZ ELVA GUADALUPE DIAZ 5240 RUTILE ST RIVERSIDE, CA 92509 |

| Item | Description | Hours/Qty | Rate | Amount |
|--------------------------|------------------|-----------|-------------------------|----------|
| Administrative Citations | CV0801048:A28917 | 1 | 100.00 | 100.00 |
| | | | Subtotal | \$100.00 |
| | | | Payments/Credits | \$0.00 |
| | | | Total | \$100.00 |



INVOICE

| | |
|----------------------------|-------------------------------|
| Order Number: 28077 | Order Date: 12/18/2012 |
|----------------------------|-------------------------------|

Customer Information: **Acct No.** 1044

RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT
4080 Lemon Street
Riverside, CA 92501

Attn: Brent Steele
REF: CV08-01048 / Dean V. Deines Jr.
IN RE: DIAZ, JESUS APOLONIO; DIAZ, ELVA G

| | |
|---|-----------------|
| Product and/or Service ordered for Property known as: | |
| 5240 Rutile Street Jurapa, CA 92509 | |
| DESCRIPTION: | FEE: |
| Lot Book Report | \$120.00 |
| TOTAL DUE: | \$120.00 |

Payment due upon receipt. Please remit to: RZ Title Services, Inc.
P.O. Box 1193
Whittier, CA 90609



County of Riverside Code Enforcement Department

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

167171015
JESUS APOLONIO DIAZ
ELVA GUADALUPE DIAZ
5240 RUTILE ST
RIVERSIDE, CA 92509

Administrative Citation

| Citation Issue Date | Billing Date |
|---------------------|--------------|
| 8/6/2009 | 10/17/2012 |

| Citation Number | District | Class |
|-----------------|----------|-------|
| A28917 | 2 | SOAC |

| |
|--|
| Property Address |
| 167171015 JESUS APOLONIO DIAZ ELVA GUADALUPE DIAZ 5240 RUTILE ST RIVERSIDE, CA 92509 |

| Item | Description | Hours/Qty | Rate | Amount |
|--------------------------|------------------|-----------|--------|--------|
| Administrative Citations | CV0801048:A28917 | 1 | 100.00 | 100.00 |

| | |
|-------------------------|----------|
| Subtotal | \$100.00 |
| Payments/Credits | \$0.00 |
| Total | \$100.00 |



COUNTY OF RIVERSIDE CODE ENFORCEMENT DEPARTMENT

NOTICE OF VIOLATION

CASE No.: CV 08-01048

THE PROPERTY AT: 5240 RUTILE ST. RIVERSIDE CA.

APN#: 167-171-015

WAS INSPECTED BY OFFICER: BRIAN MOONE

ID#: 81

ON 1-23-09 AT 1:56 am pm

AND FOUND TO BE IN VIOLATION OF RIVERSIDE COUNTY CODE(S) AS FOLLOWS:

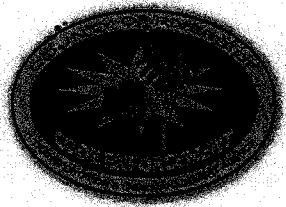
| | | | | | |
|-----------------------|------------------------------|--|----------------------------------|---------------------------------|--|
| <input type="radio"/> | 5.28.040 (RCO 593) | Excessive Yard Sales - Cease yard sale. Limit of 3 yard sale events, not over 3 consecutive days, per year. | <input type="radio"/> | 17.252.030 (RCO 348) | Unpermitted Outdoor Advertising Display - Obtain a permit from the Planning Dept. or remove display. |
| <input type="radio"/> | 8.28.030 (RCO 821) | Unfenced Pool - Install or provide adequate fencing to secure the pool. | <input type="radio"/> | 17.172.205 (RCO 348) | Prohibited Fencing - Remove fence. Fences shall not be constructed of garage doors, tires, pallets or other materials not typically used for the construction of fences. |
| <input type="radio"/> | 8.120.010 (RCO 541) | Accumulated Rubbish - Remove all rubbish & dispose of in an approved legal landfill. | <input type="radio"/> | 17. _____ (RCO 348) | Excessive Outside Storage: Storage of Unpermitted Mobile Home(s) Not Allowed - Remove unpermitted mobile home(s) from the property. |
| <input type="radio"/> | 15.08.010 (RCO 457) | Unpermitted Construction - Cease construction. Obtain the appropriate permits from the Bldg. & Safety and Planning Departments or demolish the | <input type="radio"/> | 17. _____ (RCO 348) | Occupied RV/Trailer - Cease occupancy & disconnect all utilities to RV/Trailer. |
| <input type="radio"/> | 15.12.020(J)(2) (RCO 457) | Unapproved Grading/Clearing - Cease grading/clearing/stockpiling/importing fill. Obtain a Restoration Assessment from the Dept. of Building & Safety. Perform complete restoration and remediation of the property affected by the unapproved grading in accordance with the Restoration Assessment. | <input checked="" type="radio"/> | 17. <u>120.010</u> (RCO 348) | Excessive Animals - Remove or reduce the number of <u>Rabbits</u> to less than <u>0</u> |
| <input type="radio"/> | 15.16.020 (RCO 457) | Substandard Structure - Obtain a permit from the Bldg. & Safety Dept. to rehabilitate per Notice of Defects or demolish the structure. | <input checked="" type="radio"/> | 17. <u>130.010</u> (RCO 348) | Unpermitted Land Use: <u>AUTO REPAIR</u> Cease all business activities. Obtain Planning Dept. approval prior to resuming business operations. |
| <input type="radio"/> | 15.48.010 (RCO 457) | Unpermitted Mobile Home - Vacate mobile home. Obtain the appropriate permits from the Planning Dept. & Dept. of Bldg. & Safety prior to occupancy or remove Mobile Home. | <input checked="" type="radio"/> | 17. <u>120.010</u> (RCO 348) | Excessive Outside Storage - Remove or reduce all outside storage to less than <u>0</u> square feet at the rear of the property. |
| <input type="radio"/> | 15.48.040 (RCO 457) | Substandard Mobile Home/Trailer/RV - Obtain a permit from the Bldg. & Safety Dept. to rehabilitate per Notice of Defects and Title 25 or demolish the Mobile Home/Trailer/RV. | <input type="radio"/> | | |

COMMENTS: REMOVE ALL EXCESSIVE OUTSIDE STORAGE AND DISCONTINUE AUTO REPAIR BUSINESS

IMPORTANT! CORRECTION(S) MUST BE COMPLETED BY: 2-25-09. FAILURE TO COMPLY BY THIS DATE, MAY RESULT IN THE ISSUANCE OF AN ADMINISTRATIVE CITATION WITH FINES UP TO \$500.00 PER DAY, FOR EACH VIOLATION. YOU MAY BE CITED EACH DAY THAT THE VIOLATION(S) EXIST BEYOND THE CORRECTION DATE. IN ADDITION, OTHER ENFORCEMENT ACTION, PENALTIES AND THE IMPOSITION OF A LIEN ON THE PROPERTY FOR THE ABATEMENT AND ENFORCEMENT COSTS MAY RESULT IF COMPLIANCE IS NOT ACHIEVED BY THE CORRECTION DATE.

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$ 107 AS DETERMINED BY THE BOARD OF SUPERVISORS. YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO RIVERSIDE COUNTY ORDINANCE 725 AND RIVERSIDE COUNTY CODE 1.16.

| | | | |
|-----------|------------|----------|---|
| SIGNATURE | PRINT NAME | DATE | <input type="radio"/> PROPERTY OWNER <input type="radio"/> TENANT |
| CDL/CID# | D.O.B. | TEL. NO. | <input checked="" type="checkbox"/> POSTED |



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

5317 MISSION BLVD.
RIVERSIDE, CA 92509
(951)275-8739 FAX (951)275-8791

JOHN BOYD
Director

NOTICE OF VIOLATION

February 3, 2009

Jesus Apolonio Diaz
Elva Guadalupe Diaz
5240 Rutile Street
Riverside, CA 92509

Re: Case No.: CV08-01048

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 5240 Rutile Street, Riverside, California, Assessor's Parcel Number 167-171-015, is in violation of Riverside County Code Section(s) 17.120.010, an Ordinance of the County of Riverside providing for land use planning and zoning regulations and related functions. **Such violation(s) are described as:**

1. Excessive Outdoor Storage
2. Excessive Animals- Roosters
3. Use without Riverside County Planning Department Approval-Auto Repair Business.

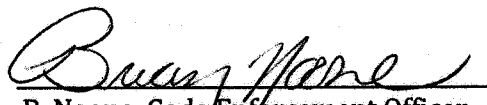
YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of Riverside County Code by:

1. Remove all Excessive Outdoor Storage out of public view.
2. Remove all Roosters.
3. Discontinue use. Riverside County Planning Department approval and completed conditions are necessary prior to conducting this use. Contact the Planning Department at 951-955-3200 for further information.

COMPLIANCE MUST BE COMPLETED BY March 6, 2009. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

NOTICE IS HEREBY GIVEN that at the conclusion of this case you will receive a Summary of Administrative Costs associated with the processing of such violation(s), at an hourly rate of **\$109.00** as determined by the Board of Supervisors.

You will have the right to object to these charges by filing a request for hearing with the Department of Code Enforcement within 10 days of service of the Summary of Administrative Costs, pursuant to section 1.16.080 of Riverside County Code.


B. Noone, Code Enforcement Officer

PROOF OF SERVICE BY MAIL
Case No. CV08-01048

I, the undersigned, say 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 P.O. Box 1592, Riverside, CA 92502-1592

I am readily familiar with our department's practice for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence is deposited with the United States Postal Service on the same day in the ordinary course of business.

That on the 3rd day of February, 2009 I served a copy of the papers to which this proof of service is attached, entitled:

Notice of Violation (RCC.17.120.010)

EOS & EA-Roosters & Auto Repair Shop w/out approval

by depositing a copy thereof in an envelope for deposit in the United States Postal Service via Certified Mail, return receipt requested, and addressed as follows:

Jesus Apolonio Diaz
Elva Guadalupe Diaz
5240 Rutile Street
Riverside, CA 92509

The envelope was sealed and placed for collection and mailing at RIVERSIDE, CALIFORNIA, on the same date following the ordinary business practices.

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

Executed this 3rd of February, 2009 at RIVERSIDE, CALIFORNIA.

A Sarmiento

Angela Sarmiento, Code Enforcement Aide

Article Number: MAILED CERTIFIED MAIL.
70081140000271883994

MAILINGS

Subject Property: 5240 Rutile Street, Riverside
Case No.: CV08-01040; APN: 167-171-015; District 2

7008 1140 0002 7188 3994

| | |
|--|--|
| U.S. Postal Service | |
| CERTIFIED MAIL RECEIPT | |
| <i>(Domestic Mail Only; No Insurance Coverage Provided)</i> | |
| For delivery information visit our website at www.usps.com | |
| OFFICIAL USE | |
| Postage \$ | Postmark Here |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage & I | <p>Jesus Apolonio Diaz Elva Guadalupe Diaz 5240 Rutile Street Riverside, CA 92509 CV08-01048*167*BN</p> |
| <p>Sent To</p> <p>Street, Apt. No., or PO Box No.</p> <p>City, State, ZIP+4</p> | |
| PS Form 3800, August 2006 See Reverse for Instructions | |

| SENDER: COMPLETE THIS SECTION | COMPLETE THIS SECTION ON DELIVERY |
|--|--|
| <ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. | <p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p><i>x Elva G Diaz</i></p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p><i>Elva G Diaz</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No</p> <p style="text-align: center; font-size: 2em;">REC'D FEB 06 2009</p> |
| <p>1. Article Addressed to:</p> <p style="text-align: center;">Jesus Apolonio Diaz Elva Guadalupe Diaz 5240 Rutile Street Riverside, CA 92509 CV08-01048*167*BN</p> | <p>3. Service Type USPS</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> |
| <p>2. Article Number <i>(Transfer from service label)</i></p> | <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p> |
| 7008 1140 0002 7188 3994 | |
| PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540 | |

COUNTY OF RIVERSIDE

Building and Safety Department
Code Enforcement Division

AFFIDAVIT OF POSTING OF NOTICES

Case No.: CV08-01048

I, the undersigned, hereby declare:

1. I am employed by the Riverside County Department of Building and Safety Code Enforcement Division; that my business address is:

County of Riverside
Building & Safety Department
Code Enforcement Division
Jurupa District Office
5317 Mission Blvd
Riverside Ca. 92509-4612

2. That on January 23, 2009, at 1:56 PM, I securely and conspicuously posted a Notice of Violation for RCC. 17.120.010 (Unpermitted Land Use-Auto Repair Business, Excessive outside Storage and Excessive Animals-Rooster), at the property described as:

Property Address: 5240 Rutile St. Riverside Ca. 92509
Assessor's Parcel Number: 181-071-028

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


Executed on January 28, 2009, at Riverside, California.

BUILDING & SAFETY DEPARTMENT

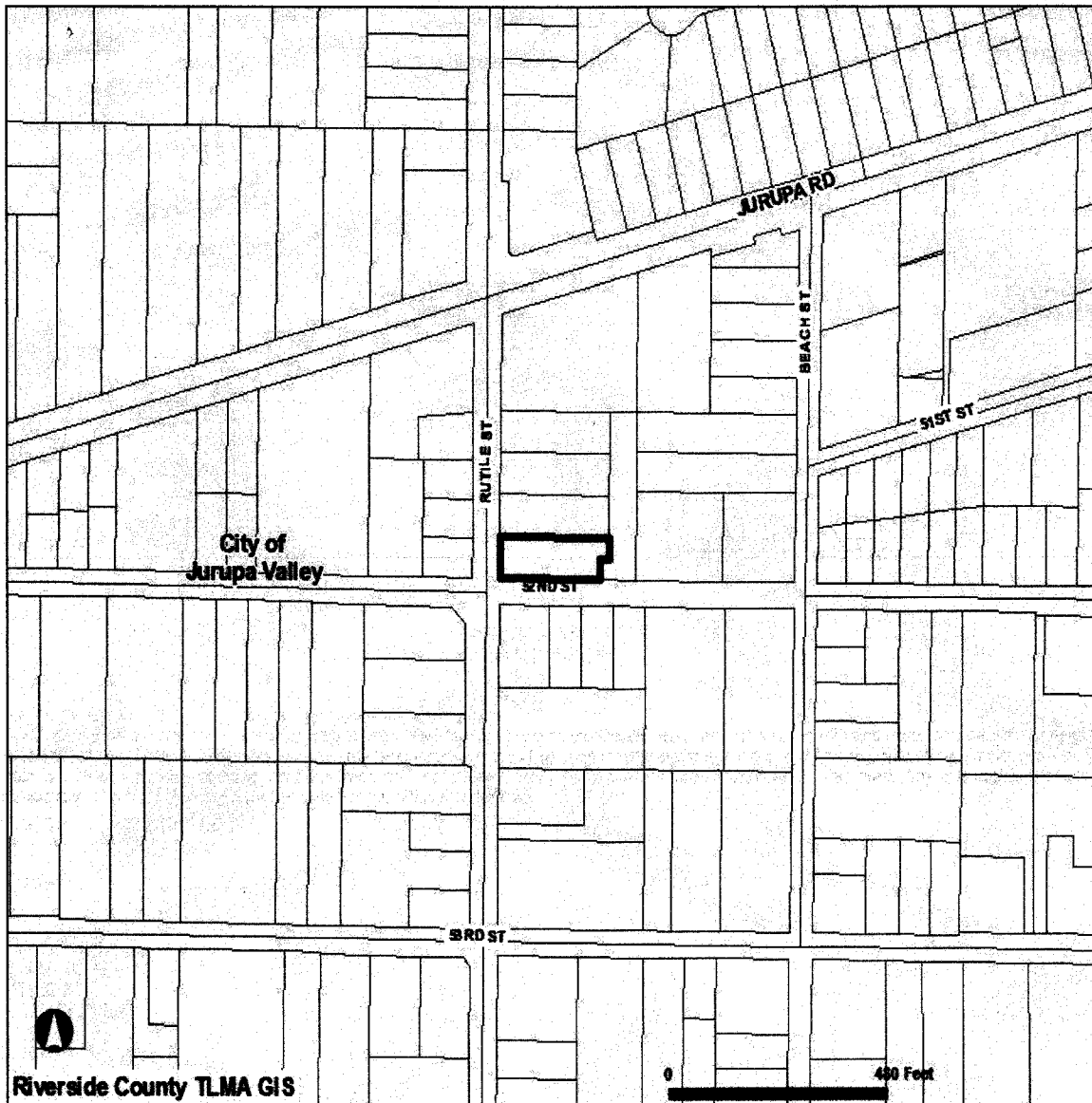
By: Brian Noone
Brian Noone, Code Enforcement Officer

EXHIBIT “C”

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

| Assessment #167171015-1 | | Parcel # 167171015-1 | |
|--------------------------------|--------------------------------------|--|--------|
| Assessee: | DIAZ JESUS APOLONIO | Land | 34,283 |
| Assessee: | DIAZ ELVA GUADALUPE | Structure | 63,677 |
| Mail Address: | 5240 RUTILE ST RIVERSIDE CA 92509 | Full Value | 97,960 |
| Real Property Use Code: | R1 | Total Net | 97,960 |
| Base Year | 1999 | | |
| Conveyance Number: | 0519000 |  | |
| Conveyance (mm/yy): | 11/1998 | | |
| TRA: | 28-115 | | |
| Taxability Code: | 0-00 | | |
| ID Data: | Lot 4 MB 015/025 SPARRLAND UNIT 3 | | |
| Situs Address: | 5240 RUTILE ST RIVERSIDE CA 92509 | | |

RIVERSIDE COUNTY GIS



Selected parcel(s):
167-171-015

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 WITH PERMITS REPORT**APNs**

167-171-015-1

OWNER NAME / ADDRESS

JESUS APOLONIO DIAZ
ELVA GUADALUPE DIAZ
5240 RUTILE ST
RIVERSIDE, CA. 92509

MAILING ADDRESS

(SEE OWNER)
(SEE SITUS)

LEGAL DESCRIPTION

RECORDED BOOK/PAGE: MB 15/25
SUBDIVISION NAME: SPARRLAND UNIT 3
LOT/PARCEL: 4, BLOCK: P
Por. TRACT NUMBER: NOT AVAILABLE

LOT SIZE

RECORDED LOT SIZE IS 0.47 ACRES

PROPERTY CHARACTERISTICS

WOOD FRAME, 816 SQFT., 3 BDRM/ 1 BATH, 1 STORY, ATTACHED GARAGE(336 SQ. FT), CONST'D 1971 COMPOSITION, ROOF

THOMAS BROS. MAPS PAGE/GRID

PAGE: 684 GRID: B3, C3

CITY BOUNDARY/SPHERE

CITY OF JURUPA VALLEY
NOT WITHIN A CITY SPHERE
ANNEXATION DATE: NOT APPLICABLE
LAFCO CASE #: NOT APPLICABLE
PROPOSALS: NOT APPLICABLE

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 TAVAGLIONE, DISTRICT 2

SUPERVISORIAL DISTRICT (2001 BOUNDARIES)

JOHN TAVAGLIONE, DISTRICT 2

TOWNSHIP/RANGE

T2SR6W SEC 15

ELEVATION RANGE

736/744 FEET

PREVIOUS APN

073-101-552

PLANNING

LAND USE DESIGNATIONS

Consult with the city for land use information.

SANTA ROSA ESCARPMENT BOUNDARY

NOT IN THE SANTA ROSA ESCARPMENT BOUNDARY

AREA PLAN (RCIP)

JURUPA

COMMUNITY ADVISORY COUNCILS

NOT IN A COMMUNITY ADVISORY COUNCIL AREA

GENERAL PLAN POLICY OVERLAYS

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

GENERAL PLAN POLICY AREAS

PROTECTED EQUESTRIAN SPHERE POLICY AREA

ZONING CLASSIFICATIONS (ORD. 348)

See the city for more information

ZONING DISTRICTS AND ZONING AREAS

GLEN AVON DISTRICT

ZONING OVERLAYS

NOT IN A ZONING OVERLAY

HISTORIC PRESERVATION DISTRICTS

NOT IN AN HISTORIC PRESERVATION DISTRICT

NOT WITHIN A SPECIFIC PLAN

AGRICULTURAL PRESERVE

NOT IN AN AGRICULTURAL PRESERVE

REDEVELOPMENT AREAS

PROJECT AREA NAME: JVPA

SUBAREA NAME: JURUPA VALLEY AMENDMENT AREA

AMENDMENT NUMBER: 0

ADOPTION DATE: JUL. 9, 1996

ACREAGE: 10692 ACRES

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)

DEVELOPED/DISTURBED LAND

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)

NOT WITHIN THE COACHELLA VALLEY MSHCP FEE AREA

WRMSHCP FEE AREA (ORD. 810)

IN OR PARTIALLY WITHIN THE WESTERN RIVERSIDE MSHCP FEE AREA. SEE MAP FOR MORE INFORMATION.

ROAD & BRIDGE DISTRICT

NOT IN A DISTRICT

EASTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 673)

NOT WITHIN THE EASTERN TUMF FEE AREA

WESTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 824)

IN OR PARTIALLY WITHIN A TUMF FEE AREA. SEE MAP FOR MORE INFORMATION. NORTHWEST

DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)

JURUPA

SKR FEE AREA (STEPHEN'S KANGAROO RAT ORD. 663.10)

NOT WITHIN AN SKR FEE AREA.

DEVELOPMENT AGREEMENTS

NOT IN A DEVELOPMENT AGREEMENT AREA

CIRCULATION ELEMENT ULTIMATE RIGHT-OF-WAY
NOT IN A CIRCULATION ELEMENT RIGHT-OF-WAY**ROAD BOOK PAGE**
9C**TRANSPORTATION AGREEMENTS**
NOT IN A TRANSPORTATION AGREEMENT**CETAP (COMMUNITY AND ENVIRONMENTAL TRANSPORTATION ACCEPTABILITY PROCESS) CORRIDORS**
NOT IN A CETAP CORRIDOR.

HYDROLOGY

FLOOD PLAIN REVIEW
NOT REQUIRED**WATER DISTRICT**
WMWD**FLOOD CONTROL DISTRICT**
RIVERSIDE COUNTY FLOOD CONTROL DISTRICT**WATERSHED**
SANTA ANA RIVER

GEOLOGIC

FAULT ZONE
NOT IN A FAULT ZONE**FAULTS**
NOT WITHIN A 1/2 MILE OF A FAULT**LIQUEFACTION POTENTIAL**
LOW**SUBSIDENCE**
SUSCEPTIBLE**PALEONTOLOGICAL SENSITIVITY**

HIGH SENSITIVITY (HIGH A).
BASED ON GEOLOGIC FORMATIONS OR MAPPABLE ROCK UNITS THAT ARE ROCKS THAT CONTAIN FOSSILIZED BODY ELEMENTS, AND
TRACE FOSSILS SUCH AS TRACKS, NESTS AND EGGS. THESE FOSSILS OCCUR ON OR BELOW THE SURFACE.

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
JURUPA UNIFIED**COMMUNITIES**
NOT IN A COMMUNITY**COUNTY SERVICE AREA**
NOT IN A COUNTY SERVICE AREA.**LIGHTING (ORD. 655)**
NOT APPLICABLE, 56.99 MILES FROM MT. PALOMAR OBSERVATORY**2000 CENSUS TRACT**
040403**FARMLAND**

URBAN-BUILT UP LAND

TAX RATE AREAS

- 099100
- COUNTY FREE LIBRARY
- COUNTY STRUCTURE FIRE PROTECTION
- COUNTY WASTE RESOURCE MGMT DIST
- CSA 152
- ERAF RDV
- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZN 1
- FLOOD CONTROL ZONE 1
- GENERAL
- GENERAL PURPOSE
- INLAND EMPIRE JT(33,36)RES.
- JURUPA AREA REC & PARK
- JURUPA COMMUNITY SERVICES
- JURUPA CSD #1
- JURUPA UNIFIED SCHOOL
- JURUPA VALLEY RDV AMEND AB1290
- METRO WATER WEST
- N.W. MOSQUITO & VECTOR CONT DIST
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- RIVERSIDE CITY COMMUNITY COLLEGE
- WESTERN MUNICIPAL WATER

SPECIAL NOTES

Mira Loma Warehouse/Distribution Center policy area PLEASE CONTACT THE PLANNING DEPARTMENT AT 951-955-3200.

CODE COMPLAINTS

| Case # | Description | Start Date |
|--------------------|----------------|----------------|
| NO CODE COMPLAINTS | NOT APPLICABLE | NOT APPLICABLE |

BUILDING PERMITS

| Case # | Description | Status |
|----------|---|--|
| 405439 | REROOF - RESIDENTIAL | CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017 |
| BZ195329 | STATE-APPROVED, PRE-FAB DWELLING & ATTACHED GAR | CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017 |

ENVIRONMENTAL HEALTH PERMITS

| Case # | Description | Status |
|--------------------------|----------------|----------------|
| NO ENVIRONMENTAL PERMITS | NOT APPLICABLE | NOT APPLICABLE |

PLANNING PERMITS

| Case # | Description | Status |
|---------------------|----------------|----------------|
| NO PLANNING PERMITS | NOT APPLICABLE | NOT APPLICABLE |

REPORT PRINTED ON...Thu Nov 29 14:26:29 2012
Version 121101

EXHIBIT “D”



P.O. Box 1193
Whittier, CA 90609
Tel # (562) 325-8351
Fax # (714) 783-3038

Lot Book Report

Order Number: **28077**

Customer:

RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT
4080 Lemon Street
Riverside CA 92501

Order Date: 12/18/2012
Dated as of: 12/7/2012
County Name: Riverside

Attn: Brent Steele
Reference: CV08-01048 / Dean V. Deines Jr.
IN RE: DIAZ, JESUS APOLONIO; DIAZ, ELVA G

FEE(s):
Report: \$120.00

Property Address: 5240 Rutile Street
Jurapa CA 92509

Assessor's Parcel No. : 167-171-015-1

Assessments:

| | |
|--------------------|-------------|
| Land Value: | \$34,283.00 |
| Improvement Value: | \$63,677.00 |
| Exemption Value: | \$0.00 |
| Total Value: | \$97,960.00 |

Tax Information

| | |
|------------------------------------|-------------------------------------|
| Property Taxes for the Fiscal Year | 2012-2013 |
| First Installment | \$537.31 |
| Penalty | \$0.00 |
| Status | PAID |
| Second Installment | \$537.31 |
| Penalty | \$0.00 |
| Status | OPEN NOT-PAID (Due date 04/10/2013) |



P.O. Box 1193
Whittier, CA 90609
Tel # (562) 325-8351
Fax # (714) 783-3038

Order Number: 28077

Reference: CV08-01048 / Dea

Property Vesting

The last recorded document transferring title of said property

| | |
|--------------|--|
| Dated | 10/07/1998 |
| Recorded | 11/30/1998 |
| Document No. | 519000 |
| D.T.T. | \$86.35 |
| Grantor | Janice Kay Thesken, a married woman, as her sole and separate property, who acquired title as Janice Kay Headley |
| Grantee | Jesus Apolonio Diaz, a single man and Elva Guadalupe Diaz, a single woman, as joint tenants |

Deeds of Trust

| | |
|-----------------------|---|
| Position No. | 1st |
| A Deed of Trust Dated | 11/24/1998 |
| Recorded | 11/30/1998 |
| Document No. | 519002 |
| Amount | \$74,575.00 |
| Trustor | Jesus Apolonio Diaz, a single man and Elva Guadalupe Diaz, a single woman |
| Trustee | DSL Service Company, a California Corporation |
| Beneficiary | Downey Savings and Loan Association, F.A. |
| Assignment Dated | 12/01/2004 |
| Recorded | 01/12/2005 |
| Document No. | 2005-0031948 |
| Assigned to | Mortgage Electronic Registration Systems, Inc., a Delaware corporation, as nominee for Central Mortgage Company |



P.O. Box 1193
Whittier, CA 90609
Tel # (562) 325-8351
Fax # (714) 783-3038

Order Number: 28077
Reference: CV08-01048 / Dea

Additional Information

Abstract of Judgment Filed in the Superior Court of California, County of Riverside - Indio
Limited Civil
Case No. INC033409
Recorded 06/18/2003
Document No. 2003-446631
Amount \$1,168.68
Debtor Jesus Romero aka Jesus Diaz aka Jesus Cortez
Creditor Capital One

Abstract of Judgment Filed in the Superior Court of California, County of Riverside - Indio
Case No. INS 063333
Recorded 04/15/2005
Document No. 2005-0298769
Amount \$1,343.10
Debtor Anarbol Diaz and Jesus Diaz
Creditor Valley Creditors Service

Abstract of Judgment Filed in the Superior Court of California, County of Riverside - Indio
Case No. INS069148
Recorded 03/23/2006
Document No. 2006-0208808
Amount \$5,060.00
Debtor Jesus Diaz
Creditor Coachella Valley Collection Service

Abstract of Judgment Filed in the Superior Court of California, County of Riverside - Indio
Court District - Limited Civil
Case No. INC067429
Recorded 06/03/2009
Document No. 2009-0279965
Amount \$1,486.28
Debtor Jesus Diaz



P.O. Box 1193
Whittier, CA 90609
Tel # (562) 325-8351
Fax # (714) 783-3038

Order Number: 28077
Reference: CV08-01048 / Dea

| | |
|---|--|
| Creditor | Capital One Bank |
| Abstract of Support Judgment Filed in the | Superior Court of California, County of San Diego - Central Division (Family) |
| Case No. | D423159 |
| Recorded | 12/14/2009 |
| Document No. | 2009-0641738 |
| Debtor | Jesus Diaz |
| Creditor | San Diego County Department of Child Support Services |
| Abstract of Support Judgment Filed in the | Superior Court California, County of Riverside - Lamoreaux Justice Center |
| Case No. | 09D007115 |
| Recorded | 03/03/2010 |
| Document No. | 2010-0097946 |
| Debtor | Jesus Diaz |
| Creditor | Orange County Department of Child Support Services |
| A Notice of State Tax Lien Recorded | 06/06/2012 |
| Document No. | 2012-0261449 |
| Amount | \$1,749.74 |
| Account No. | 1214386025 |
| Certificate No. | 12138644730 |
| Debtor | Jesus Diaz |
| Creditor: State of California, | Franchise Tax Board |
| A Bankruptcy filed by | Jesus Diaz |
| Social Security Number(s) | Not Shown |
| Date filed | 12/07/2010 |
| Case No. | 49357 |
| A Bankruptcy filed by | Jesus Diaz |
| Social Security Number(s) | Not Shown |
| Date filed | 12/15/2010 |
| Case No. | 50271 |
| A Bankruptcy filed by | Jesus Diaz |



P.O. Box 1193
Whittier, CA 90609
Tel # (562) 325-8351
Fax # (714) 783-3038

Order Number: 28077
Reference: CV08-01048 / Dea

| | |
|---------------------------|------------|
| Social Security Number(s) | Not Shown |
| Date filed | 01/12/2011 |
| Case No. | 11017 |
| | |
| A Bankruptcy filed by | Jesus Diaz |
| Social Security Number(s) | Not Shown |
| Date filed | 01/28/2011 |
| Case No. | 12891 |
| | |
| A Bankruptcy filed by | Jesus Diaz |
| Social Security Number(s) | Not Shown |
| Date filed | 05/25/2011 |
| Case No. | 27161 |
| | |
| A Bankruptcy filed by | Jesus Diaz |
| Social Security Number(s) | Not Shown |
| Date filed | 07/27/2011 |
| Case No. | 34129 |
| | |
| A Bankruptcy filed by | Elva Diaz |
| Social Security Number(s) | Not Shown |
| Date filed | 07/20/2004 |
| Case No. | 18503 |

Legal Description

THE LAND REFERRED TO IN THIS REPORT IS LOCATED IN AND IS DESCRIBED AS FOLLOWS:

THE SOUTHERLY 80 FEET OF LOT 4 IN BLOCK 16 OF SPARRLAND UNIT NO. 3, AS SHOWN BY MAP ON FILE IN BOOK 15 PAGE 25 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THE EASTERLY 60 FEET THEREOF;

ALSO EXCEPTING THEREFROM THE WESTERLY 20 FEET OF THE 40 FEET OF THE EASTERLY 80 FEET OF SAID LAND.

519000

Recording Requested By
First American Title Company

519000

RECEIVED FOR RECORD
AT 8:00 AM

NOV 30 1998

AND WHEN RECORDED, MAIL TO:

SURVEYORS
Monument Fund

PAID
Doc. Transfer Tax
Riv. Co. Recorder

Recorded in Office Records
of Riverside County, California
Recorder
Page 9

T
SF

Jesus Apolonio Diaz
5240 Rutile Street
Riverside, CA 92509

TCD 099-100

THIS SPACE FOR RECORDERS USE ONLY

ASSESSOR'S PARCEL NO.: 167-171-015

The undersigned Grantor(s) declare(s) that the DOCUMENT TRANSFER TAX IS:

TITLE ORDER NO.: 2115556

\$ 86.35 County \$ City

ESCROW NO.: 2231-8A

computed on the full value of the interest of property conveyed, or
 computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale
 OR transfer is EXEMPT from tax for the following reason:

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Janice Kay Thesken, A Married Woman, As Her Sole And Separate Property, who acquired title as Janice Kay Headley hereby GRANT(S) to Jesus Apolonio Diaz, A Single Man and Elva Guadalupe Diaz, A Single Woman, As Joint Tenants all that real property situated in the unincorporated area of Riverside County of RIVERSIDE, State of California, described as: The Southerly 80 Feet of Lot 4 in Block 16 of Sparmland Unit No. 3, as shown by Map on file in Book 15, Page 25 of Maps, records of Riverside County, California. ***FOR COMPLETE LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF***

Dated October 07, 1998

Janice Kay Thesken
Janice Kay Thesken

STATE OF CALIFORNIA Nevada)
COUNTY OF Clark) ss.

On October 12, 1998, before me *Katrina Switalski*, Notary Public, personally appeared *Janice Kay Thesken*
KAY

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.

KATRINA SWITALSKI
Notary Public - Nevada
My appl. exp. Mar. 1 2000
No. 86-25774

Signature *Katrina Switalski*

(This area for official notary seal)

MAIL TAX STATEMENTS TO:

Jesus Apolonio Diaz-5240 Rutile Street, Riverside, CA 92509

NAME

ADDRESS

CITY, STATE & ZIP

RECORDERS DIVISION
914 Normal Boulevard, Suite 200
Riverside, CA 92509

11 30 98

RIVERSIDE

Public Record

EXHIBIT A

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THE SOUTHERLY 80 FEET OF LOT 4 IN BLOCK 16 OF SPARRLAND UNIT NO. 3, AS SHOWN BY MAP ON FILE IN BOOK 15 PAGE 25 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA,

EXCEPTING THEREFROM THE EASTERLY 60 FEET THEREOF,

ALSO EXCEPTING THEREFROM THE WESTERLY 20 FEET OF THE 40 FEET OF THE EASTERLY 60 FEET OF SAID LAND.

Recording Requested By

First American Title Company
RECORDING REQUESTED BY
DOWNEY SAVINGS AND LOAN ASSOCIATION, F.A.

AND WHEN RECORDED MAIL TO:
DOWNEY SAVINGS AND LOAN ASSOCIATION, F.A.
P.O. BOX 8080
3801 JAMBORRE ROAD
NEWPORT BEACH, CA 92656-8080

519002

RECEIVED FOR RECORD
AT 8:00 AM

NOV 30 1998

Recorded in Office of Recorder
of Riverside County, California

Recorder
Fee \$ 30

519002

1 30 98

1111 N. A. BENTLEY
5010 Newmarket Boulevard, Suite 200
San Diego, CA 92121

RIVERSIDE

DEED OF TRUST

T
SF

Loan No. 9022259182
Title Order No. 2115559
Escrow No. 2231-SA
APH

THIS DEED OF TRUST ("Security Instrument") is made on **November 24, 1998**. The trustor is
JESUS APOLONIO DIAZ, A Single Man and ELVA GUADALUPE DIAZ, A Single Woman

("Borrower"). The trustee is **DSL SERVICE COMPANY, A CALIFORNIA CORPORATION**

("Trustee"). The beneficiary is **DOWNEY SAVINGS AND LOAN ASSOCIATION, F.A.**

which is organized and existing under the laws of **CALIFORNIA**, and whose
address is **3801 JAMBORRE ROAD, NEWPORT BEACH, CA 92660**

("Lender"). Borrower owes Lender the principal sum of
Seventy-Four Thousand, Five Hundred Seventy-Five and No/100

Dollars (U.S. \$ **74,575.00**)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly
payments, with the full debt, if not paid earlier, due and payable on **January 1, 2029**. This Security

Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of
this Security Instrument; and (c) 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 **RIVERSIDE** County, California:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

which has the address of **8240 RUTILE STREET** **RIVERSIDE** (Street, City),
California **92509** (Zip Code) ("Property Address");

CALIFORNIA - Single Family - FNMA/PHLMC
UNIFORM INSTRUMENT Form 3008 9/90
Amended 12/93
Page 1 of 8

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VMP MORTGAGE FORMS - (609)881-7201

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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 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 and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may 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 such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may 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, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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Initials: JAD EGP
Form 8805 8/00

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5. Hazard or 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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty 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. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. 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.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, 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 approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the 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 condemnor offers to make an award or 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 proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **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 any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument 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 charges shall be reduced by the amount necessary to reduce the charges 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 under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 delivered or mailed 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.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) 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; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may 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 in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, 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.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. **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 paragraph 17 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 paragraph 21, 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

902259162

Page 5 of 6

initials: JAD EGD
Form 9088 9/90

Public Record

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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.

22. 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. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a 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.

23. 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.

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

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

26. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(es))

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (specify)
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

Rider to Promissory Note and Security Instrument

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

Witnesses:

Jesus Apolonio Diaz (Seal)
JESUS APOLONIO DIAZ -Borrower

(Seal)
-Borrower

Elva Guadalupe Diaz (Seal)
ELVA GUADALUPE DIAZ -Borrower

State of California }
County of Riverside } ss.

On November 25, 1998 before me, Sandra E. Ali, Notary Public personally appeared

*** JESUS APOLONIO DIAZ and ELVA GUADALUPE DIAZ ***

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

Sandra E. Ali (Seal)



EXHIBIT A

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THE SOUTHERLY 80 FEET OF LOT 4 IN BLOCK 16 OF SPARRLAND UNIT NO. 3, AS SHOWN BY MAP ON FILE IN BOOK 15 PAGE 25 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THE EASTERLY 60 FEET THEREOF;

ALSO EXCEPTING THEREFROM THE WESTERLY 20 FEET OF THE 40 FEET OF THE EASTERLY 80 FEET OF SAID LAND.



802289162

LEGAL DESCRIPTION

1008 FD 5076 LLB 98008

RIDER TO PROMISSORY NOTE AND SECURITY INSTRUMENT

Loan Number: 9022258162

Date: November 24, 1998

Property Address: 5240 RUTILE STREET, RIVERSIDE, CA 92508

FOR VALUE RECEIVED, the undersigned (collectively, the Borrower) agrees that the following shall be incorporated into that certain deed of trust of even date herewith and any riders thereto (collectively, the Security Instrument) executed by Borrower, as trustor, in favor of Downey Savings and Loan Association, F.A. (the Lender) as beneficiary, and also into that certain promissory note and any riders thereto (collectively, the Note) of even date herewith executed by Borrower in favor of Lender. The Lender or anyone who takes the Note by transfer and who is entitled to receive payments under the Note is referred to in the Note as the Note Holder. To the extent that the provisions of this Rider to Promissory Note and Security Instrument (the Rider) are inconsistent with the provisions of the Security Instrument and/or the Note, the provisions of this Rider shall prevail and shall supersede any such inconsistent provisions of the Security Instrument and/or the Note. The performance of the provisions of this Rider shall be secured by the Security Instrument.

If the Federal Home Loan Mortgage Corporation (FHLMC), the Federal National Mortgage Association (FNMA) or any other investor buys all or some of Lender's rights under the Security Instrument and the Note, the provisions and agreements contained in this Rider, may, at the investor's discretion, no longer have any force or effect. If thereafter the FHLMC or FNMA or any other investor should retransfer the Security Instrument and Note to the Lender or Lender's successor in interest, the provisions and agreements in this Rider shall thereupon be restated without the need for any additional writing or document.

1. LATE CHARGES and ACCRUED INTEREST.

In the event any installment is not received by the Note Holder within fifteen (15) days after its due date, Borrower shall pay to the Note Holder a late charge in an amount equal to **Six** percent (**6.0000** %) of the installment due that is applicable to the payment of principal and interest, or \$5.00, whichever is greater. If the fifteen day period ends on a weekend or a holiday, such period is extended to the next business day. Borrower acknowledges that it would be difficult and impractical to fix Note Holders actual damages arising out of any late payment and that the foregoing late payment charge is a reasonable estimate of the same and shall be presumed to be the actual amount. The provisions of this paragraph shall not limit the Note Holders right, under the Security Instrument or otherwise, to compel prompt performance under the Note. Upon default, accrued and unpaid interest shall further bear interest at the then applicable interest rate until paid.

2. INTEREST ON PAST DUE SUMS.

Should any sum due hereunder, including accumulated interest, not be paid in accordance with the terms of the Note, the sums not paid shall bear interest at the same rate as the principal, or to the maximum rate allowed by law, whichever is less.

3. ACCELERATION; REMEDIES.

If any monthly installment, including late charges, under the Note or notes secured hereby is not paid when due, or if Borrower should be in default under any provision of this Security Instrument, or if Borrower is in default under any other deed of trust or other instrument secured by the Property, all sums secured by this Security Instrument and accrued interest thereon shall at once become due and payable at the option of Lender without prior notice and regardless of any prior forbearance. In such event, Lender at its option, may then or thereafter deliver to the Trustee a written declaration of default and demand for sale and shall cause to be filed of record a written notice of default and of election to cause to be sold the Property. Lender shall also deposit with the Trustee this Security Instrument

Page 1 of 2

10107-1.09 10/1998 rev 3065

Public Record

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and any notes and all documents evidencing expenditures secured thereby. After the lapse of such time as then may be required by law following recordation of such notice of default, and notice of sale having been given as then required by law, the Trustee, without demand on Borrower, shall sell the Property at the time and place specified by such Trustee in such notice of sale, or at the time to which such notice of sale has been duly postponed, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale, except that Lender may offset its bid to the extent of the amount owing to it under the Note and this Security Instrument, including the Trustee's fee and expenses. The Trustee may sell the Property as a whole or in separate parcels if there is more than one parcel, subject to such rights as Borrower may have by law to direct the manner or order of sale, or by such other manner of sale which is authorized by law. The Trustee may postpone the time of sale of all or any portion of the Property by public declaration made by the Trustee at the time and place last appointed for sale. The Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recital in such deed of any matters of fact shall be conclusive proof of the truthfulness thereof.

Any person, including Borrower, the Trustee or Lender may purchase at such sale. After deducting all costs, fees and expenses of the Trustee, and of this Security Instrument, including costs of evidence of title in connection with such sale, the Trustee first shall apply the proceeds of sale to payment of all sums expended under the terms of this Security Instrument not then repaid, with accrued interest at the rate then payable under the Note or Notes secured thereby, and then to payment of all other sums secured thereby and, if thereafter there be any proceeds remaining, shall distribute them to the person or persons legally entitled thereto.

4. HAZARD OR PROPERTY INSURANCE.

Unless Lender and Borrower otherwise agree in writing, any insurance proceeds shall be applied first to reimburse Lender for costs and expenses incurred in connection with obtaining any such insurance proceeds, and then, at Lender's option, in such order and proportion as it may determine in its sole and absolute discretion, and regardless of any impairment of security or lack thereof: (i) to the sums secured by this Security Instrument, whether or not then due, and to such components thereof as Lender may determine in its sole and absolute discretion; and/or (ii) to Borrower to pay the costs and expenses of necessary repairs or restoration of the Property to a condition satisfactory to Lender. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, the Lender may collect the insurance proceeds. Lender may, in its sole and absolute discretion, and regardless of any impairment of security or lack thereof, use the proceeds to repair or restore the Property or to pay the sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

If Borrower obtains earthquake insurance, and other hazard insurance, or any other insurance on the Property and such insurance is not specifically required by Lender, then such insurance shall (i) name Lender as loss payee thereunder and (ii) be subject to the provisions of this paragraph 3 hereof with respect to insurance proceeds.

Lender may charge a reasonable fee for the cost of determining whether the building or mobile home securing a loan is located in an area having special flood hazards, subject to applicable law.

002258162

If the terms of this Rider conflict with any of the terms of the Security Instrument, the terms of the Rider shall be controlling.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Rider to Promissory Note and Security Instrument.

Jesus Apolonio Diaz (Seal)
JESUS APOLONIO DIAZ -Borrower

____ (Seal)
-Borrower

Elva Guadalupe Diaz (Seal)
ELVA GUADALUPE DIAZ -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

[RECORDING REQUESTED BY]
NATIONWIDE TITLE CLEARING
[AND WHEN RECORDED MAIL TO]
Nationwide Title Clearing
2100 Alt. 19 North
Palm Harbor, FL 34683

Assessor, County Clerk & Recorder



DSL#: 9022259162
Inv#: 1669648959
Pool#: FNMA 252256



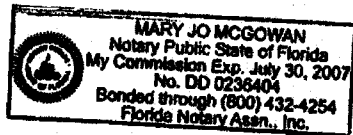
CORPORATE ASSIGNMENT OF DEED OF TRUST FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **DOWNEY SAVINGS & LOAN ASSOCIATION, F.A. ,A CALIFORNIA CORPORATION,** WHOSE ADDRESS IS 3501 JAMBOREE RD. 3RD FLOOR N. TOWER , NEWPORT BEACH, CA 92660 , ASSIGNOR, by these presents does convey, grant, sell, assign, transfer and set over the described deed of trust together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ,A DELAWARE CORPORATION, ITS SUCCESSORS OR ASSIGNS, AS NOMINEE FOR CENTRAL MORTGAGE COMPANY, AN ARKANSAS CORPORATION, C/O P.O. BOX 2026 , FLINT, MI 48501-2026 , (ASSIGNEE),** Said Deed made by **JESUS APOLONIO DIAZ AND ELVA GUADALUPE DIAZ** and recorded on 11/30/1998 as Inst# 519002 in Book page in the office of the RIVERSIDE County Recorder, CA.

Dated: 12/01/2004
DOWNEY SAVINGS & LOAN ASSOCIATION, F.A.

By: _____
ELSA MCKINNON VICE PRESIDENT

STATE OF FLORIDA COUNTY OF PINELLAS
On 12/01/2004 before me, MARY JO MCGOWAN , Notary Public, personally appeared ELSA MCKINNON , personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the same.
WITNESS MY hand and official seal.

MARY JO MCGOWAN Notary Public



My Commission expires: 07/30/2007
Prep by: V. Escalante/NTC,2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

DSL# 2226279
TM225312 MIN 100202690222591622 MERS PHONE 1-888-679-MERS

DOC # 2003-446631

08/18/2003 08:00A Fee:18.00

Page 1 of 3

Recorded in Official Records
County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

✓ Estanos
2325 Clayton Rd
Concord, Ca
94520

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Abstract of Judgment

Title of Document

THIS AREA FOR RECORDER'S USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

STC-SCSD 996a (Rev. 4/2000)

Public Record

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and address): TEL NO.:

Recording requested by and return to: 800-364-9919

ESKANOS & ADLER, PC. SB 37452/83936
 IRWIN J. ESKANOS/DONALD R. STEBBINS
 JEFF DANIEL/JEROME M. YALON 201253/84204
 2325 CLAYTON ROAD, CONCORD, CA 94520
 File No. 022910-3

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
 STREET ADDRESS: 46200 OASIS STREET
 MAILING ADDRESS:
 CITY AND ZIP CODE: INDIO CA 92201
 BRANCH NAME: INDIO LIMITED CIVIL

FOR RECORDER'S USE ONLY

PLAINTIFF: CAPITAL ONE
 DEFENDANT: JESUS ROMERO AKA , et al.,

ABSTRACT OF JUDGMENT Amended

CASE NUMBER:
 INC033409

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:

FOR COURT USE ONLY

a. Judgment debtor's

Name and last known address
 JESUS ROMERO AKA
 JESUS DIAZ AKA
 JESUS CORTEZ
 83591 MANZANITA AVE
 INDIO CA 92203

NOTIFICATION MAILED
 U.S. POSTAL SERVICE

b. Driver's license No. and state: Unknown
 c. Social security No.: 550436603 Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): JESUS ROMERO AKA
 83591 MANZANITA AVE
 INDIO CA 92203

e. Original abstract recorded in this county:
 (1) Date:
 (2) Instrument No.:

f. Information on additional judgment debtors is shown on page two.

Date: 05/14/03 IRWIN J. ESKANOS/JEFF DANIEL
 DONALD R. STEBBINS/JEROME M. YALON, JR.

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

2. a. I certify that the following is a true and correct abstract of the judgment entered in this action.

6. Total amount of judgment as entered or last renewed:
 \$ 1,168.68

b. A certified copy of the judgment is attached.

7. An execution lien attachment lien is endorsed on the judgment as follows:

3. Judgment creditor (name and address):
 CAPITAL ONE

a. Amount: \$
 b. In favor of (name and address):

c/o 2325 Clayton Road, Concord, Ca 94520

4. Judgment debtor (full name as it appears in judgment):

JESUS ROMERO AKA JESUS DIAZ AKA
 JESUS CORTEZ



5. a. Judgment entered on (date): 04/23/03

b. Renewal entered on (date):

This abstract issued on (date):

MAY 21 2003

8. A stay of enforcement has

a. not been ordered by the court.
 b. been ordered by the court effective until (date):

9. This judgment is an installment judgment.

Clerk, by [Signature], Deputy

Form Adopted for Mandatory Use
 Judicial Council of California
 EJ-001 [Rev. January 1, 2003]

ABSTRACT OF JUDGMENT
 (CIVIL)

American LegalNet, Inc.
 www.USCourtForms.com

Page 1 of 2
 Code of Civil Procedure, §§ 488.480,
 674, 700.190



2003-446631
 06/18/2003 08:09A
 2 of 3

Public Record

| | |
|------------------------------|--------------|
| PLAINTIFF: DEFENDANT: | CASE NUMBER: |
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INFORMATION ON ADDITIONAL JUDGMENT DEBTORS

10. Name and last known address _____

 Driver's license No. & state: Unknown
 Social Security No.: Unknown
 Summons was personally served at or mailed to (address):

14. Name and last known address _____

 Driver's license No. & state: Unknown
 Social Security No.: Unknown
 Summons was personally served at or mailed to (address):

11. Name and last known address _____

 Driver's license No. & state: Unknown
 Social Security No.: Unknown
 Summons was personally served at or mailed to (address):

15. Name and last known address _____

 Driver's license No. & state: Unknown
 Social Security No.: Unknown
 Summons was personally served at or mailed to (address):

12. Name and last known address _____

 Driver's license No. & state: Unknown
 Social Security No.: Unknown
 Summons was personally served at or mailed to (address):

16. Name and last known address _____

 Driver's license No. & state: Unknown
 Social Security No.: Unknown
 Summons was personally served at or mailed to (address):

13. Name and last known address _____

 Driver's license No. & state: Unknown
 Social Security No.: Unknown
 Summons was personally served at or mailed to (address):

17. Name and last known address _____

 Driver's license No. & state: Unknown
 Social Security No.: Unknown
 Summons was personally served at or mailed to (address):

18. Continued on attachment 18.



2003-446631
 06/18/2003 08:00A
 3 of 3



EJ-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and address): TEL NO.
 Recording requested by and return to: 760-568-9408
CRAIG E. ZUNDEL, ESQ. SBN# 103401
 A PROFESSIONAL LAW CORPORATION
 74399 HWY 111, STE. M
 PALM DESERT, CA 92260

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
 STREET ADDRESS: 46200 OASIS STREET
 MAILING ADDRESS: SAME
 CITY AND ZIP CODE: INDIO, CA 92201
 BRANCH NAME: INDIO

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PLAINTIFF: BILL PODELL ASSIGNED TO VALLEY CREDITORS SERVICE

DEFENDANT: ANARBOL DIAZ AND JESUS DIAZ

M
MG

ABSTRACT OF JUDGMENT Amended

CASE NUMBER:
INS 063333

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address

ANARBOL DIAZ
52-461 NELSON STREET
COACHELLA, CA 92236

b. Driver's license No. and state:

c. Social security No.: 512-60-6408

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):

Unknown

Unknown

e. Original abstract recorded in this county:

(1) Date:

(2) Instrument No.:

Date:

CRAIG E. ZUNDEL, ESQ.

(TYPE OR PRINT NAME)

f. Information on additional judgment debtors is shown on page two.

FOR COURT USE ONLY

(SIGNATURE OF APPLICANT OR ATTORNEY)

2. a. I certify that the following is a true and correct abstract of the judgment entered in this action.

b. A certified copy of the judgment is attached.

3. Judgment creditor (name and address):

VALLEY CREDITORS SERVICE
PO BOX 1518 PALM DESERT, CA 92261

4. Judgment debtor (full name as it appears in judgment):

ANARBOL DIAZ
AND
JESUS DIAZ

6. Total amount of judgment as entered or last renewed:
\$ 1343.10

7. An execution lien attachment lien is endorsed on the judgment as follows:

a. Amount: \$ 0.00

b. In favor of (name and address):

5. a. Judgment entered on (date): 12-16-98

b. Renewal entered on (date):

This abstract issued on (date):

FEB 24 2005

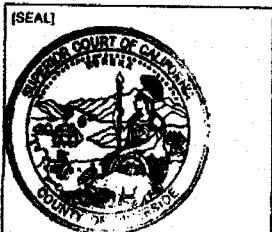
8. A stay of enforcement has

a. not been ordered by the court.

b. been ordered by the court effective until (date):

9. This judgment is an installment judgment.

Clerk, by *Dr. Medhurst* Deputy



Form Adopted for Mandatory Use
Judicial Council of California
EJ-001 (Rev. January 1, 2003)

ABSTRACT OF JUDGMENT
(CIVIL)

Legal
Solutions
& Plus

Page 1 of 2
Code of Civil Procedure, §§ 488.480,
674, 700.190

| | |
|---|-----------------------------------|
| PLAINTIFF: BILL PODELL ASSIGNED TO VALLEY CREDITORS SERVICE DEFENDANT: ANARBOL DIAZ AND JESUS DIAZ | CASE NUMBER: INS 063333 |
|---|-----------------------------------|

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS

10. Name and last known address

JESUS DIAZ
 52461 NELSON AVENUE
 COACHELLA, CA 92236

Driver's license No. & state: Unknown
 Social security No.: 624-01-5955 Unknown
 Summons was personally served at or mailed (address):

14. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed (address):

11. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed (address):

15. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed (address):

12. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed (address):

16. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed (address):

13. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed (address):

17. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed (address):

18. Continued on Attachment 18.

**ABSTRACT OF JUDGMENT
(CIVIL)**

| | |
|---|---|
| <p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): CRAIG E. ZUNDEL, ESQ. SBN# 103401 A PROFESSIONAL LAW CORPORATION 74399 HWY 111, STE. M PALM DESERT, CA 92260</p> <p>TELEPHONE NO: 760-568-9408 FAX NO. (Optional):</p> <p>E-MAIL ADDRESS (Optional):</p> <p>ATTORNEY FOR (Name): VALLEY CREDITORS SERVICE</p> | <p style="text-align: center;">FOR COURT USE ONLY</p> |
| <p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE</p> <p>STREET ADDRESS: 46200 OASIS STREET MAILING ADDRESS: SAME CITY AND ZIP CODE: INDIO, CA 92201 BRANCH NAME: INDIO</p> | |
| <p>PETITIONER/PLAINTIFF: BILL PODELL ASSIGNED TO VALLEY CREDITORS SERVICE RESPONDENT/DEFENDANT: ANARBOL DIAZ AND JESUS DIAZ</p> | |
| <p>PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL</p> | <p>CASE NUMBER: INS 063333</p> |

(Do not use this Proof of Service to show service of a Summons and Complaint.)

1. I am over 18 years of age and a party to this action. I am a resident of or employed in the county where the mailing took place.
 2. My residence or business address is: PO BOX 1518
PALM DESERT, CA 92261
 3. On (date): 3-2-05 I mailed from (city and state): BERMUDA DUNES, CA the following documents (specify):
ABSTRACT OF JUDGMENT
- The documents are listed in the attachment to Proof of Service by First-Class Mail—Civil (Documents Served) (form POS-030(D)).
4. I served the documents by enclosing them in an envelope (check one):
 - a. depositing the sealed envelope with the United States Postal Service with the postage fully prepaid.
 - b. placing the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
 5. The envelope was addressed and mailed as follows:
 - a. Name of person served: ANARBOL AND JESUS DIAZ
 - b. Address of person served: 52-461 NELSON STREET
COACHELLA, CA 92236
- The name and address of each person to whom I mailed the documents is listed in the attachment to Proof of Service by First-Class Mail—Civil (Persons Served) (POS-030(P)).

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

Date: 3-2-05

AIMEE DE LA CRUZ
 (TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)

Aimee De la Cruz
 (SIGNATURE OF PERSON COMPLETING THIS FORM)

Form Approved for Optional Use
 Judicial Council of California
 POS-030 (New January 1, 2006)

PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL
 (Proof of Service)

Legal
 Solutions
 & Plus

Code of Civil Procedure, §§ 1013, 1013a

Public Record

RECORDING REQUESTED BY
COACHELLA VALLEY COLLECTION SERVICE

DOC # 2006-0208808
03/23/2006 08:00A Fee:18.00

Page 1 of 3
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



WHEN RECORDED MAIL TO
NAME COACHELLA VALLEY COLLECTION SERVICE

MAILING 44825 SAN PABLO
ADDRESS PO BOX 928

CITY, STATE PALM DESERT, CA
ZIP CODE 92261-0928

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TITLE(S)

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ABSTRACT OF JUDGMENT- JESUS DIAZ - INS069148

Legal Solutions & Plus LS-201

Public Record

EJ-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number)
Recording requested by and return to:

COACHELLA VALLEY COLLECTION SERVICE
44825 SAN PABLO
PO BOX 928
PALM DESERT, CA 92261-0928
(760) 346-7458

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
STREET ADDRESS: 46200 Oasis St.
MAILING ADDRESS: 46200 Oasis St.
CITY AND ZIP CODE: Indio, CA 92201
BRANCH NAME: INDIO

FOR RECORDER'S USE ONLY

PLAINTIFF: MARIA BEATRIZ AYON; BERNARDINO AYON MARTINEZ
DEFENDANT: JESUS DIAZ

CASE NUMBER:
INS069148

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS Amended

FOR COURT USE ONLY

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address

JESUS DIAZ
52461 NELSON AVENUE
COACHELLA, CA 92236

b. Driver's license No. and state: Unknown

c. Social security No.: 624-01-5955 Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): JESUS DIAZ
82227 HIGHWAY 111, #D-10
INDIO, CA 92201

2. Information on additional judgment debtors is shown on page 2.

4. Information on additional judgment creditors is shown on page 2.

3. Judgment creditor (name and address):

COACHELLA VALLEY COLLECTION SERVICE
44825 SAN PABLO, PALM DESERT, CA 92260

5. Original abstract recorded in this county:

a. Date:

b. Instrument No.:

Date: MARCH 2, 2006

ARMANDO FERNANDEZ, Mgr.
(TYPE OR PRINT NAME)

SIGNATURE OF APPLICANT OR ATTORNEY

6. Total amount of judgment as entered or last renewed:
\$ 5,060.00

10. An execution lien attachment lien is endorsed on the judgment as follows:

a. Amount: \$ 0.00

b. In favor of (name and address):

7. All judgment creditors and debtors are listed on this abstract.

8. a. Judgment entered on (date): 04/03/03

b. Renewal entered on (date):

9. This judgment is an installment judgment.

11. A stay of enforcement has

a. not been ordered by the court.

b. been ordered by the court effective until (date):

12. a. I certify that this is a true and correct abstract of the judgment entered in this action.

b. A certified copy of the judgment is attached.

Clerk, by



This abstract issued on (date):
MAR 08 2006

Form Adopted for Mandatory Use
Judicial Council of California
EJ-001 (Rev. January 1, 2006)

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS

Legal Solutions Co. Plus

Page 1 of 2
Code of Civil Procedure, §§ 488.480, 674, 700.190

Public Record

| | |
|---|---------------------------|
| PLAINTIFF: MARIA BEATRIZ AYON; BERNARDINO AYON MARTINEZ DEFENDANT: JESUS DIAZ | CASE NUMBER: INS069148 |
|---|---------------------------|

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (name and address):

14. Judgment creditor (name and address):

15. Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address

17. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

18. Name and last known address

19. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

20. Name and last known address

21. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

22. Continued on Attachment 22.

RECORDING REQUESTED BY

CIR LAW OFFICES, LLP

WHEN RECORDED MAIL TO

NAME LAVINNA ECTOR

MAILING CIR LAW OFFICES, LLP
ADDRESS 8665 GIBBS DR., STE 150

CITY, STATE SAN DIEGO, CA
ZIP CODE 92123

DOC # 2009-0279965

06/03/2009 08:00A Fee:20.00

Page 1 of 3

Recorded in Official Records

County of Riverside

Larry W. Hard

Assessor, County Clerk & Recorder



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TITLE(S)

21

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042

ABSTRACT OF JUDGMENT

Legal Solutions & Plus LS-201

Public Record

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number):
 Recording requested by and return to: (800) - 496-8909
 CHRISTOPHER BEYER, Bar #: 213264
 CIR LAW OFFICE, LLP
 8665 GIBBS DR SUITE 150
 SAN DIEGO CA 92123 File No.: 336977-7
 ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
 STREET ADDRESS: 46200 OASIS STREET, RM. B15
 MAILING ADDRESS:
 CITY AND ZIP CODE: INDIO CA 92201-5961
 BRANCH NAME: COUNTY OF RIVERSIDE, INDIO COURT DISTRICT - LIMITED CIVIL

FOR RECORDER'S USE ONLY

PLAINTIFF: CAPITAL ONE BANK
 DEFENDANT: JESUS DIAZ

CASE NUMBER:
 INC067429

ABSTRACT OF JUDGMENT—CIVIL Amended
AND SMALL CLAIMS

FOR COURT USE ONLY

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:
- a. Judgment debtor's
 Name and last known address
 [JESUS DIAZ
 83576 MANZANITA AVE
 INDIO CA 922032642]
- b. Driver's license No. and state: Unknown
 c. Social Security No.: 9451 Unknown
 d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): JESUS DIAZ, 83576 MANZANITA AVE
 INDIO CA 922032642

2. Information on additional judgment debtors is shown on page 2.

4. Information on additional judgment creditors is shown on page 2.

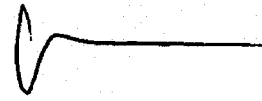
3. Judgement creditor (name and address):
 CAPITAL ONE BANK
 C/O CIR LAW OFFICE, LLP
 8665 GIBBS DR SUITE 150
 SAN DIEGO CA 92123

5. Original abstract recorded in this county:
 a. Date:
 b. Instrument No.:

Date: 04/21/09

CHRISTOPHER BEYER

(TYPE OR PRINT NAME)



(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
 \$ 1,486.28

10. An execution attachment lien is endorsed on the judgment as follows:
 a. Amount: \$
 b. In favor of (name and address):

7. All judgment creditors and debtors are listed on this abstract.

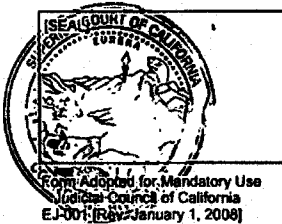
8. a. Judgment entered on (date): 11/26/07

b. Renewal entered on (date):

9. This judgment is an installment judgment.

11. A stay of enforcement has
 a. not been ordered by the court.
 b. been ordered by the court effective until (date):

12. a. I certify that the following is a true and correct abstract of judgment entered in this action.
 b. A certified copy of the judgment is attached.



This abstract issued on (date):

MAY 04 2009

Clerk, by _____, Deputy

**ABSTRACT OF JUDGMENT—(CIVIL)
 AND SMALL CLAIMS**

| | |
|-----------------------------|--------------|
| PLAINTIFF: CAPITAL ONE BANK | CASE NUMBER: |
| DEFENDANT: JESUS DIAZ | INC067429 |

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment Creditor (name and address):
14. Judgment Creditor (name and address):

15. Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address

17. Name and last known address

Driver's license No. & state: Unknown
 Social Security No.: Unknown
 Summons was personally served at or mailed to (address):

Driver's license No. & state: Unknown
 Social Security No.: Unknown
 Summons was personally served at or mailed to (address):

18. Name and last known address

19. Name and last known address

Driver's license No. & state: Unknown
 Social Security No.: Unknown
 Summons was personally served at or mailed to (address):

Driver's license No. & state: Unknown
 Social Security No.: Unknown
 Summons was personally served at or mailed to (address):

20. Continued on attachment 20

DOC # 2009-0641738

12/14/2009 08:00A Fee:NC

Page 1 of 2

Recorded in Official Records
County of Riverside

Larry U. Ward

Assessor, County Clerk & Recorder



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| PUBLIC RECORD | | | | | | | | CTY | UNI |

RECORDING REQUESTED BY

SAN DIEGO COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES

COUNTY CODE: 0607300



WHEN RECORDED MAIL TO

SAN DIEGO COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES

PO BOX 122031

SAN DIEGO CA 92112-2031

DOCUMENT TITLE

NOTICE OF SUPPORT JUDGMENT

NOTICE OF SUPPORT JUDGMENT
DCSS 0239 (09/01/05)

ABSTRACT OF SUPPORT JUDGMENT
(Code of Civil Procedure, §§674, 697.320, 700.190, Family Code § 4506)

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF CHILD SUPPORT SERVICE
Page 1 of 2

CM2 POST O

Public Record

| | | |
|---|--|--------------------------------|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): <input checked="" type="checkbox"/> Recording requested by and return to: ROBERT L. LAFER, CHIEF LEGAL COUNSEL SAN DIEGO COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES 220 W BROADWAY STE 8002 SAN DIEGO CA 92101-3888 TELEPHONE NO. (866) 901-3212 200000000304589 | | FOR RECORDER'S USE ONLY |
| <input type="checkbox"/> ATTORNEY FOR <input type="checkbox"/> JUDGMENT CREDITOR <input checked="" type="checkbox"/> ASSIGNEE OF RECORD | | |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 220 W BROADWAY RM 4005 MAILING ADDRESS: 220 W BROADWAY RM 4005 CITY AND ZIP CODE: SAN DIEGO 92101-3888 BRANCH NAME: CENTRAL DIVISION (FAMILY) | | |
| PETITIONER/PLAINTIFF: DIAZ, JESUS RESPONDENT/DEFENDANT: DIAZ, ROSA MARIA | | |
| ABSTRACT OF SUPPORT JUDGMENT | | CASE NUMBER: D423159 |

1. The judgment creditor assignee of record applies for an abstract of a support judgment and represents the following:
- a. Judgment debtor's
- | | |
|---|-----------------------------|
| DIAZ, JESUS 340 S 37TH ST SAN DIEGO CA 92113-1746 | Name and last known address |
|---|-----------------------------|
- b. Driver's license No. and state: C2818676 CALIFORNIA
- c. Social Security number: ██████████8199
- d. Birthdate: 06/25/1965

unknown
 unknown
 unknown

FOR COURT USE ONLY

(This document is a notice under Family Code Section 4506. Court stamp not required.)

Any electronic signature affixed below has been officially adopted by the requesting governmental agency.

Date: 12/04/2009

ROBERT L. LAFER
 (TYPE OR PRINT NAME)

▶ 
 (SIGNATURE OF APPLICANT OR ATTORNEY)

2. I CERTIFY that the judgment entered in this action contains an order for payment of spousal, family, or child support.
3. Judgment creditor (name):
 SAN DIEGO County Department of Child Support Services whose address appears on this form above the court's name.
4. The support is ordered to be paid to the following county officer (name and address):
 SAN DIEGO County Department of Child Support Services
 PO BOX 989067
 WEST SACRAMENTO CA 95798-9067
5. Judgment debtor (full name as it appears in judgment):
 DIAZ, JESUS
6. a. A judgment was entered on (date): 04/29/1999
 b. Renewal was entered on (date):
 c. Renewal was entered on (date):
7. An execution lien is endorsed on the judgment as follows:
 a. Amount: \$
 b. In favor of (name and address):
8. A stay of enforcement has
 a. not been ordered by the court.
 b. been ordered by the court effective until (date):
9. This is an installment judgment.

[Seal]

This document is a notice under Family Code Section 4506. No court seal required.

This abstract issued on (date): No date required under FC § 4506

This document is a notice under Family Code section 4506.
 Clerk, by No signature required. Deputy

CM2 POST O

DOC # 2010-0097946
03/03/2010 08:00A Fee:NC
Page 1 of 2
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



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RECORDING REQUESTED BY

ORANGE COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES

COUNTY CODE: 0605900

WHEN RECORDED MAIL TO

ORANGE COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES
PO BOX 22099
SANTA ANA CA 92702-2099

DOCUMENT TITLE

NOTICE OF SUPPORT JUDGMENT

NOTICE OF SUPPORT JUDGMENT
DCSS 0239 (09/01/05)

ABSTRACT OF SUPPORT JUDGMENT
(Code of Civil Procedure, §§674, 697.320, 700.190, Family Code § 4506)

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF CHILD SUPPORT SERVICE
Page 1 of 2

ENF 2

Public Record

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|--|---------------------------------------|
| <p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): <input checked="" type="checkbox"/> Recording requested by and return to: STEVEN ELDRED, DIRECTOR ORANGE COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES 1055 N MAIN ST SANTA ANA CA 92701-3639 TELEPHONE NO.:(866) 901-3212 200000000645279</p> <p><input type="checkbox"/> ATTORNEY FOR <input type="checkbox"/> JUDGMENT CREDITOR <input checked="" type="checkbox"/> ASSIGNEE OF RECORD</p> | <p>FOR RECORDER'S USE ONLY</p> |
| <p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 341 THE CITY DR S MAILING ADDRESS: PO BOX 14169 CITY AND ZIP CODE: ORANGE 92863-1569 BRANCH NAME: LAMOREAUX JUSTICE CENTER</p> | |
| <p>PETITIONER/PLAINTIFF: CARMEEN TORRES RESPONDENT/DEFENDANT: JESUS DIAZ</p> | |
| <p style="text-align: center;">ABSTRACT OF SUPPORT JUDGMENT</p> | |
| <p>CASE NUMBER: 09D007115</p> | |

1. The judgment creditor assignee of record applies for an abstract of a support judgment and represents the following:

a. Judgment debtor's
 Name and last known address

 JESUS DIAZ
 2414 N TUSTIN AVE APT F3
 SANTA ANA CA 92705-1633

b. Driver's license No. and state: B4130576 CALIFORNIA unknown
 c. Social Security number: XXX-XX-8926 unknown
 d. Birthdate: 10/20/1977 unknown

FOR COURT USE ONLY

(This document is a notice under Family Code Section 4506. Court stamp not required.)

Any electronic signature affixed below has been officially adopted by the requesting governmental agency.

Date: 02/24/2010

 STEVEN ELDRED
 (TYPE OR PRINT NAME)

▶ 
 (SIGNATURE OF APPLICANT OR ATTORNEY)

2. I CERTIFY that the judgment entered in this action contains an order for payment of spousal, family, or child support.

3. Judgment creditor (name):
 ORANGE County Department of Child Support Services whose address appears on this form above the court's name.

4. The support is ordered to be paid to the following county officer (name and address):
 ORANGE County Department of Child Support Services
 PO BOX 989067
 WEST SACRAMENTO CA 95798-9067

5. Judgment debtor (full name as it appears in judgment):
 JESUS DIAZ

6. a. A judgment was entered on (date): 08/18/2009
 b. Renewal was entered on (date):
 c. Renewal was entered on (date):

7. An execution lien is endorsed on the judgment as follows:
 a. Amount: \$
 b. In favor of (name and address):

8. A stay of enforcement has
 a. not been ordered by the court.
 b. been ordered by the court effective until (date):

9. This is an installment judgment.

[Seal]

This document is a notice under Family Code Section 4506. No court seal required.

This abstract issued on (date): No date required under FC § 4506

This document is a notice under Family Code section 4506.
 Clerk, by _____, Deputy

Recording Requested by

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section
PO BOX 2952
Sacramento CA 95812-2952

DOC # 2012-0261449

06/06/2012 04:19P Fee:NC

Page 1 of 1

Recorded in Official Records
County of Riverside

Larry M. Hard
Assessor, County Clerk & Recorder



Notice of State Tax Lien



Filed With: RIVERSIDE

Certificate Number: 12138644730

The Franchise Tax Board of the State of California hereby certifies that the following named taxpayer(s) is liable under parts 10 or 11 of Division 2 of the Revenue and Taxation Code to the State of California for amount due and required to be paid by said taxpayer(s) as follows:

Name of Taxpayer(s) : JESUS DIAZ

FTB Account Number : 1214386025

Social Security Number(s) : XXX-XX-3288

Last Known Address : 2348 VERSAILLES ST
: SAN JACINTO CA 92583-5795

For Taxable Years : 2009,2008

Total Lien Amount * : \$1,749.74

Further interest and fees will accrue at the rate prescribed by law until paid; that the Franchise Tax Board of the State of California complied with all of the provisions of parts 10 or 11 of Division 2 of the Revenue and Taxation Code of the State of California in computing, levying, determining and assessing the tax; the said amounts are due and payable and have not been paid. Said lien attaches to all property and rights to such property now owned or later acquired by the taxpayer.

IN WITNESS WHEREOF, the Franchise Tax Board of the State of California has duly authorized the undersigned to execute this Notice in its name.

Dated: 05/22/12

FRANCHISE TAX BOARD
of the State of California

Collection Bureau
Telephone Number: (916) 845-4350

By:

Authorized facsimile signature.

*Additional interest is accruing at the rate prescribed by law.

FTB 2930 V1 ARCS (REV 03-2011)

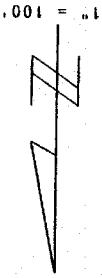
Public Record

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

POR SEC 15 T2S R6W
 POR TRACT JURUPA RANCHO

T. R. A. 099-014

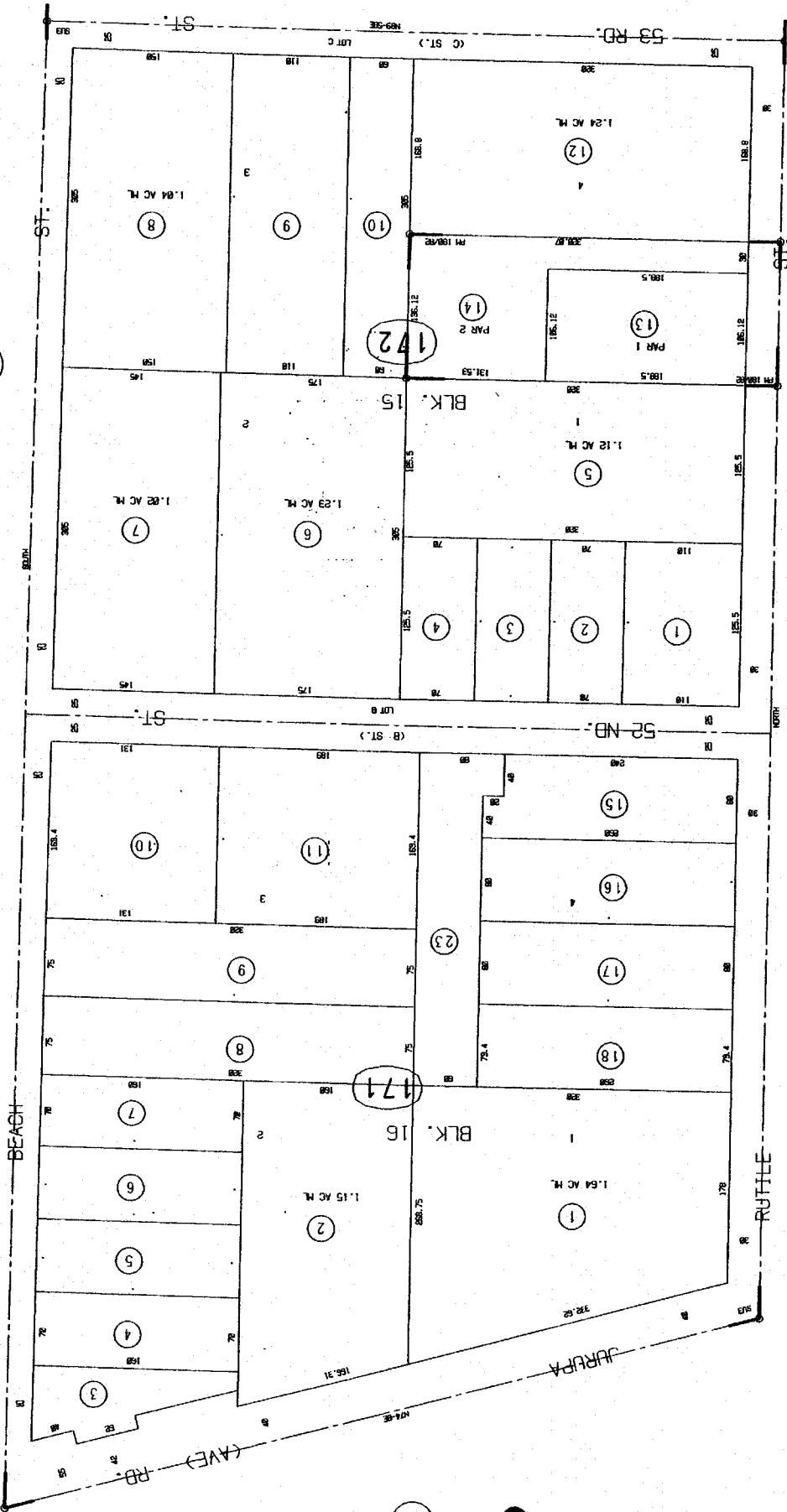
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| 8/75 | 17-18 |
| 10/75 | 17-18-22 |
| 9/29 | 17-11 |
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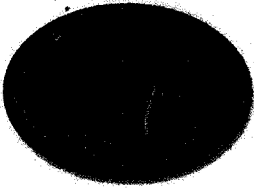
PM 180/82-83 PARCEL MAP NO. 2535B-1
 MB 15/25 SPARLAND UNIT NO. 3

ASSESSOR'S MAP BK. 167 PG. 17
 Riverside County, Calif. *RJK*

JAN 1975
 REV. SEP 1993

46

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

November 21, 2012

JESUS APOLONIO DIAZ / ELVA GUADALUPE DIAZ
5240 RUTILE ST
RIVERSIDE, CA. 92509

Subject Property: 5240 RUTILE ST, RIVERSIDE
Case No(s): CV08-01048
APN No(s): 167-171-015

Dear Jesus Apolonio Diaz / Elva Guadalupe Diaz:

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 Use without Riverside County Planning Department approval, Excessive outside storage located on your real property commonly described as 5240 RUTILE ST, RIVERSIDE, and more particularly described as Assessor's Parcel Number 167-171-015.

The total amount due for the DEPARTMENT'S actions concerning the above-described dangerous or injurious condition is **Five Hundred Eighty Six Dollars and Seventy Cents (\$586.70)**.

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.

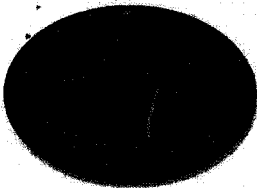
YOU HAVE A RIGHT TO A HEARING ON THIS MATTER BEFORE THE RIVERSIDE COUNTY BOARD OF SUPERVISORS OR AN ADMINISTRATIVE HEARING OFFICER. You have the right to contest the abatement costs and special assessment against the subject property. If you choose to exercise your right to a public hearing before the 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 Senior Officer Regina Keyes at (951) 955-2004.

Code Enforcement Department

Hector Viray
Supervising Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

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

JESUS APOLONIO DIAZ / ELVA GUADALUPE DIAZ
5240 RUTILE ST
RIVERSIDE, CA. 92509

Subject Property: 5240 RUTILE ST, RIVERSIDE
Case No(s): CV08-01048
APN No(s): 167-171-015

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

Date: 10/17/2012

| |
|--|
| Property Reference/Mailing Address |
| 167171015 JESUS APOLONIO DIAZ ELVA GUADALUPE DIAZ 5240 RUTILE ST RIVERSIDE, CA 92509 |

Summary Statement of Abatement Costs

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

| Date | Invoice Number & Amount | Amount | Balance |
|------------|---|----------------------|-----------------|
| 10/17/2012 | CV0801048- INV #105356. Orig. Amount \$486.70. | 486.70 | 486.70 |
| 08/06/2009 | CV0801048:A28917- INV #4241. Orig. Amount \$100.00. A28917 | 100.00 | 586.70 |
| | | Total Now Due | \$586.70 |

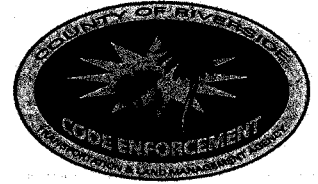
The total abatement costs must be paid to the County of Riverside, P.O. Box 1469, Riverside, CA 92502 within thirty (30) days. In the event said costs are not paid within thirty (30) days you will be liable for additional administrative costs, penalties, court fees, or other collection costs incurred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

167171015
JESUS APOLONIO DIAZ
ELVA GUADALUPE DIAZ
5240 RUTILE ST
RIVERSIDE, CA 92509

| Date | Invoice # |
|------------|-----------|
| 10/17/2012 | 105356 |

| |
|--|
| Property Address |
| 167171015 JESUS APOLONIO DIAZ ELVA GUADALUPE DIAZ 5240 RUTILE ST RIVERSIDE, CA 92509 |

| Case Number | District | Class |
|-------------|----------|-------|
| CV0801048 | 2 | SOAC |

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

| Date | Item | Description | Hours/Qty | Rate | Amount |
|------------|---|--|-----------|-----------------|-----------------|
| 1/23/2009 | Officer Hours | Labor Charges - Officer Time | 1 | 109.00 | 109.00 |
| 8/6/2009 | Officer Hours | Labor Charges - Officer Time | 0.6 | 109.00 | 65.40 |
| 5/24/2010 | Officer Hours | Labor Charges - Officer Time | 0.3 | 109.00 | 32.70 |
| 10/17/2012 | SOAC Preparation | Prepare Summary of Abatement Cost | | 65.00 | 65.00 |
| | | Subtotal Code Enforcement Costs | | | 272.10 |
| 10/17/2012 | 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 |
| 10/17/2012 | DataQuick | Property Finder Reports & Transaction Report | | 19.30 | 19.30 |
| | | Subtotal Contractor Costs | | | 19.30 |

Subtotal \$486.70

Payments/Credits \$0.00

Total Now Due \$486.70

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

167171015
JESUS APOLONIO DIAZ
ELVA GUADALUPE DIAZ
5240 RUTILE ST
RIVERSIDE, CA 92509

Administrative Citation

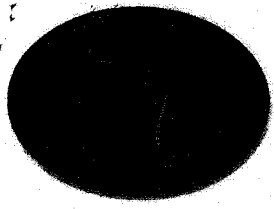
| Citation Issue Date | Billing Date |
|---------------------|--------------|
| 8/6/2009 | 10/17/2012 |

| Citation Number | District | Class |
|-----------------|----------|-------|
| A28917 | 2 | SOAC |

| |
|--|
| <p style="text-align: center; margin: 0;">Property Address</p> <p style="margin: 0;">167171015 JESUS APOLONIO DIAZ ELVA GUADALUPE DIAZ 5240 RUTILE ST RIVERSIDE, CA 92509</p> |
|--|

| Item | Description | Hours/Qty | Rate | Amount |
|--------------------------|------------------|-----------|--------|--------|
| Administrative Citations | CV0801048:A28917 | 1 | 100.00 | 100.00 |

| | | |
|--|-------------------------|----------|
| | Subtotal | \$100.00 |
| | Payments/Credits | \$0.00 |
| | Total | \$100.00 |

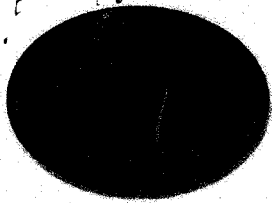


**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

RESPONSIBLE PARTIES

November 21, 2012

JESUS APOLONIO DIAZ / ELVA GUADALUPE DIAZ
5240 RUTILE ST
RIVERSIDE, CA. 92509



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

PROOF OF SERVICE

Case No. CV0801048

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Dean Deines, 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 November 21, 2012, I served the following documents(s):

**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:

JESUS APOLONIO DIAZ / ELVA GUADALUPE DIAZ 5240 RUTILE ST, RIVERSIDE, CA. 92509

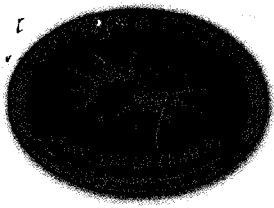
XX **By First Class Mail.** I am readily familiar with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service with postage thereon fully prepaid in the County of Riverside, California, in the ordinary course 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 November 21, 2012, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

Dean Deines
By: Dean Deines, Code Enforcement Aide



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

AFFIDAVIT OF POSTING OF NOTICES

November 27, 2012

RE CASE NO: CV0801048

I, Diana Parra, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 4080 Lemon Street, 2nd Floor, Riverside, California 92502-1592 .

That on 11/26/12 at 12:51 p.m., I securely and conspicuously posted 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 at the property described as:

Property Address: 5240 RUTILE ST, RIVERSIDE

Assessor's Parcel Number: 167-171-015

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

Executed on November 27, 2012 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

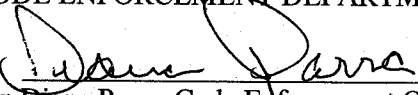
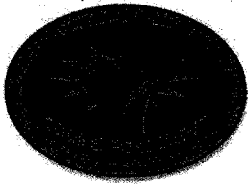

By: Diana Parra, Code Enforcement Officer

EXHIBIT "F"



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

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

JESUS APOLONIO DIAZ / ELVA GUADALUPE DIAZ
5240 RUTILE ST
RIVERSIDE, CA. 92509

Subject Property: 5240 RUTILE ST, RIVERSIDE
Case No(s): CV08-01048
APN No(s): 167-171-015

I, Elva Guadalupe Diaz (Dominguez), hereby request a public hearing before the Board of Supervisors (Please PRINT your name here)

regarding case number(s) CV08-01048

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: 5240 Rutile St
Riverside ca 92509

Signed: Elva Guadalupe Diaz (Dominguez) Date: 11/29/12
(Please SIGN your name here)

Print: Elva Guadalupe Diaz (Dominguez)
(Please PRINT your name here)

You may contact me at the following daytime phone number: (951) 741-8832

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 NOV 29 2012
Spurred Sab