

FORM APPROVED COUNTY COUNSEL
 BY: PATRICIA MUNROE
 4/30/13
 DATE

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

605 B



FROM: TLMA – Code Enforcement Department

SUBMITTAL DATE:
 May 9, 2013

SUBJECT: Abatement of Public Nuisance [Excess Outside Storage & Accumulated Rubbish]
 Case No.: CV09-05820 [WARD]
 Subject Property: 27854 Calle De Leon, Romoland; APN: 327-062-012
 District: 5/5

RECOMMENDED MOTION: Move that:

1. The excess outside storage of materials and accumulation of rubbish on the real property located at 27854 Calle De Leon, Romoland, Riverside County, California, APN: 327-062-012 be declared a public nuisance and a violation of Riverside County Ordinance Nos. 348 and 541.
2. Richard Ward, the owner of the subject real property, be directed to abate the excess outside storage and accumulation of rubbish on the property by removing the same from the real property within ninety (90) days.

Departmental Concurrence

(Continued)

Tracey Fowner
 TRACEY FOWNER, Division Manager for
 JUAN PEREZ, TLMA Director

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"/>

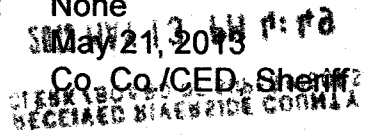
C.E.O. RECOMMENDATION: APPROVE
 BY: *Tina Grande*
 Tina Grande
 County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: May 21, 2013
 xc: Co. Co./CED, Sheriff

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



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

Abatement of Public Nuisance
Case No. : CV09-05820 [Ward]
Address: 27854 Calle De Leon, Romoland
APN# 327-062-012
District: 5/5
Page 2

3. If the owner of the real property does not take the above described action within ninety (90) days of the date of the Board's Order to Abate, that representatives of the Code Enforcement Department, Sheriff's Department, and/or a contractor, upon consent or receipt of a Court Order authorizing entry onto the real property when necessary under applicable law, may abate the excess outside storage and accumulation of rubbish by removing and disposing of the same from the real property.

4. The reasonable costs of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Riverside County Ordinance No. 725.

5. County Counsel be directed to prepare the necessary Findings of Fact and Conclusions that the excess outside storage of material and accumulation of rubbish on the real property is declared to be in violation of Riverside County Ordinance Nos. 348 and 541, and a public nuisance, and further, to prepare an Order to Abate for approval by the Board.

BACKGROUND:

1. An initial Inspection was made on the subject property by Code Enforcement Officer Edward Torres on July 16, 2010.

2. The inspection revealed excess outside storage of material and an accumulation of rubbish on the subject property in violation of Riverside County Ordinance Nos. 348 and 541. The items included but were not limited to: scrap metal, tires, fencing and building materials, shipping containers, boxes, crates, dismantled bicycles, pallets and asphalt.

3. Subsequent follow up inspections of the above-described real property were conducted on January 4, 2011, February 4, 2011, June 11, 2011, June 24, 2011, September 9, 2011, November 29, 2011, July 9, 2012, August 29, 2012, January 8, 2013, and January 16, 2013, revealed that the property continued to be in violation of Riverside County Ordinance Nos. 348 and 541.

4. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for the removal of excess outside storage and accumulated rubbish.

**BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE**

IN RE ABATEMENT OF PUBLIC NUISANCE) CASE NO. CV 09-05820
[EXCESS OUTSIDE STORAGE AND)
ACCUMULATED RUBBISH]; APN: 327-062-012,) DECLARATION OF CODE
27854 CALLE DE LEON, ROMOLAND,) ENFORCEMENT OFFICER
COUNTY OF RIVERSIDE, STATE OF) EDWARD TORRES
CALIFORNIA; RICHARD WARD, OWNER.)
_____) [RCO Nos. 348 & 541]

I, Edward Torres, declare that the facts set forth below are personally known to me except to the extent that certain information is based on information and belief which I believe to be true, and if called as a witness, I could and would competently testify thereof under oath:

1. I am currently employed by the Riverside County Code Enforcement Department as a Code Enforcement Officer. My current official duties as a Code Enforcement Officer include inspecting property for violations and enforcement of the provisions of Riverside County Ordinances.

2. On July 16, 2010, I conducted an initial inspection of the real property described as 27854 Calle De Leon, Romoland, Riverside County, California and further described as Assessor's Parcel Number 327-062-012 (hereinafter described as "THE PROPERTY"). A true and correct copy of a Thomas Brothers map page indicating the location of THE PROPERTY is attached hereto and incorporated herein by reference as Exhibit "A."

3. A review of County records and documents disclosed that THE PROPERTY is owned by Richard Ward (hereinafter referred to as "OWNER"). A certified copy of the County Equalized Assessment Roll for 2012-2013 tax year and a copy of the report generated from the County Geographic Information System ("GIS") is attached hereto and incorporated herein by reference as Exhibit "B." The property is approximately 1.07 acres in size and is located within the R-R (Rural Residential) zone classification. The zone allows for outside storage of material up to two hundred (200) square feet and a height of three (3) feet on improved parcels that are in excess of one acre in size.

4. Based on the Lot Book Report from RZ Title Service dated June 20, 2011, and updated on February 8, 2013, it is determined that other parties may potentially hold a legal interest in THE PROPERTY, to wit: Chapel Funding Corporation, Recontrust Company, Deutsche Bank National Trust

1 Company C/O BAC Homes Loans Servicing, Ticor Title Company, (hereinafter referred to as
2 ("INTERESTED PARTIES"). True and correct copies of the Lot Book Reports are attached hereto and
3 incorporated herein by reference as Exhibit "C."

4 5. On July 16, 2010, I arrived at THE PROPERTY to conduct an initial inspection pursuant
5 to an inspection warrant. At THE PROPERTY, I met Mr. Ward who opened the gate to allow access onto
6 THE PROPERTY. I entered and observed excess outside storage and accumulated rubbish on THE
7 PROPERTY. The outside storage of materials and accumulated rubbish were intermingled and consisted
8 of but was not limited to: scrap metal, tires, fencing and building materials, shipping containers, boxes,
9 crates, dismantled bicycles, pallets and asphalt. I measured the area and determined the excess outside
10 storage and accumulated rubbish to be approximately 7884 square feet.

11 6. As a result of the excess outside storage of materials and accumulated rubbish, THE
12 PROPERTY constituted a public nuisance in violation of the provisions set forth in Riverside County
13 Ordinance ("RCO") Nos. 348 and 541. On July 16, 2010, June 24, 2011, and July 9, 2012, a Notice of
14 Violation for the excess outside storage of materials and accumulated rubbish was posted on THE
15 PROPERTY.

16 7. On July 19, 2010, and June 27, 2011, a Notice of Violation was mailed to OWNER. On
17 July 12, 2012, Notice of Violations was mailed to OWNER and INTERESTED PARTIES by certified
18 mail with return receipts requested.

19 8. True and correct copies of each Notice issued in this matter and other supporting
20 documentation are attached hereto and incorporated herein by reference as Exhibit "D."

21 9. A site plan and photographs depicting the conditions of THE PROPERTY are attached
22 hereto and incorporated herein by reference as Exhibit "E."

23 10. On January 4, 2011, February 4, 2011, June 11, 2011, June 24, 2011, September 9, 2011,
24 November 29, 2011, July 9, 2012, August 29, 2012, January 8, 2013, and January 16, 2013, I conducted
25 follow up inspections and observed that THE PROPERTY remained unchanged and in violation of RCO
26 Nos. 348 and 541.

27 ///

28 ///

1 11. Based upon my experience, knowledge and visual observations, it is my determination that
2 the conditions on THE PROPERTY are dangerous to the neighboring property owners and the general
3 public.

4 12. Furthermore, a recent inspection showed THE PROPERTY remained in violation of RCO
5 Nos. 348 and 541.

6 13. I am informed and believe and based upon said information and belief allege that the
7 OWNER and INTERESTED PARTIES do not have legal authority or permission to store or accumulate
8 the above described materials on THE PROPERTY.

9 14. A Notice of Pendency of Administrative Proceeding was recorded in the Office of the
10 County Recorder, County of Riverside, State of California, on July 20, 2011, as Instrument Number 2011-
11 031743, a true and correct copy of which is attached hereto and incorporated herein by reference as
12 Exhibit "F."

13 15. A "Notice to Correct County Ordinance Violations and Abate Public Nuisance" providing
14 notification of the Board of Supervisors' hearing as required by RCO No. 725 was mailed to OWNER
15 and INTERESTED PARTIES by U.S.P.S. and was posted on THE PROPERTY. True and correct copies
16 of the notice, together with the proof of service, and the affidavit of posting of notices are attached hereto
17 and incorporated herein by reference as Exhibit "G."

18 16. The removal of all accumulated rubbish and all excess outside storage of materials
19 currently on THE PROPERTY in excess of two hundred (200) square feet on THE PROPERTY is
20 required to bring THE PROPERTY into compliance with RCO Nos. 348, 541 and the Health and Safety
21 Code.

22 17. Accordingly, the following findings and conclusions are recommended:

23 (a) the outside storage in excess of two hundred (200) square feet on THE PROPERTY
24 be deemed and declared a public nuisance; and

25 (b) the OWNER or whoever has possession or control of THE PROPERTY, be
26 required to remove all rubbish on THE PROPERTY in strict accordance with the provisions of RCO Nos.
27 348 and 541.

28 (c) that if the material and rubbish are not removed and disposed of in strict accordance

1 with all Riverside County Ordinances, including but not limited to RCO Nos. 348 and 541, within ninety
2 (90) days of the date of the Order to Abate Nuisance, the outside storage of material and accumulated
3 rubbish may be abated and disposed of by representatives of the Riverside County Code Enforcement
4 Department, a contractor or the Sheriff's Department upon receipt of an owner's consent or a Court Order
5 when necessary under applicable law.

6 (d) that reasonable costs of abatement, after notice and opportunity for hearing, shall be
7 imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE
8 PROPERTY pursuant to Government Code Section 25845 and RCO Nos. 348 and 725.

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

11 Executed this 8th day of MAY, 2013, at RIVERSIDE COUNTY, California.



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14 **EDWARD TORRES**
15 Code Enforcement Officer
16 Code Enforcement Department
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Exhibit A

808

778

807

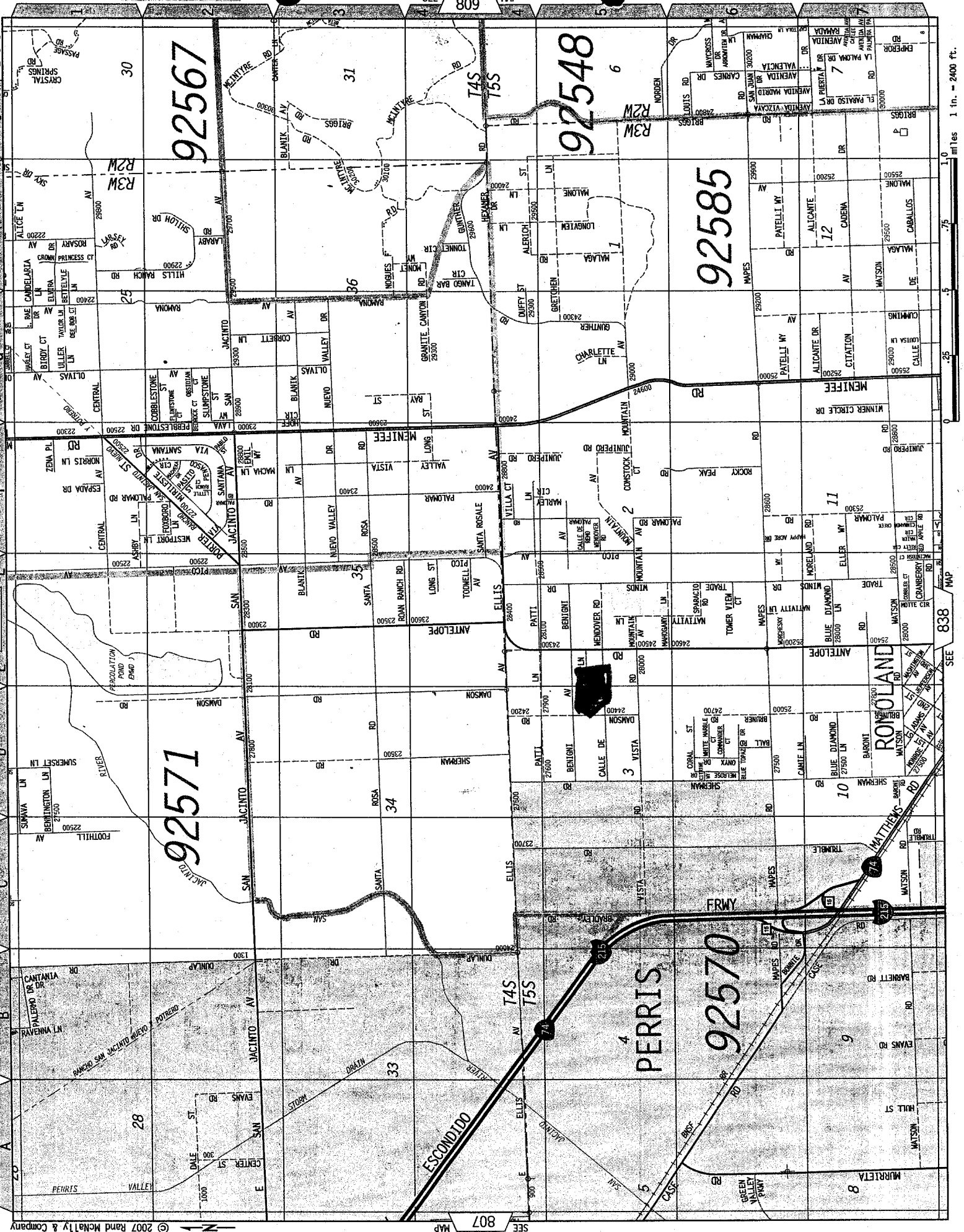


Exhibit B

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

Assessment #327062012-1		Parcel # 327062012-1	
Assessee:	WARD RICHARD	Land	73,227
Mail Address:	27854 CALLE DE LEON ROMOLAND CA 92585	Structure	161,111
Real Property Use Code:	R1	Full Value	234,338
Base Year	1991	Total Net	234,338
Conveyance Number:	0018995		
Conveyance (mm/yy):	1/2005		
PUI:	R010012		
TRA:	89-004		
Taxability Code:	0-00		
ID Data:	Lot 4 PM 150/045 PM 22067		
Situs Address:	27854 CALLE DE LEON ROMOLAND CA 92585		

View Parcel Map

RIVERSIDE COUNTY GIS



Selected parcel(s):
327-062-012

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

327-062-012-1

OWNER NAME / ADDRESS

RICHARD WARD
27854 CALLE DE LEON
ROMOLAND, CA. 92585

MAILING ADDRESS

(SEE OWNER)
(SEE SITUS)

LEGAL DESCRIPTION

RECORDED BOOK/PAGE: PM 150/45
SUBDIVISION NAME: PM 22067
LOT/PARCEL: 4, BLOCK: NOT AVAILABLE
TRACT NUMBER: NOT AVAILABLE

LOT SIZE

RECORDED LOT SIZE IS 1.07 ACRES

PROPERTY CHARACTERISTICS

WOOD FRAME, 2010 SQFT., 3 BDRM/ 1.75 BATH, 1 STORY, ATTACHED GARAGE(630 SQ. FT), CONST'D 1990TILE, ROOF, CENTRAL HEATING, CENTRAL COOLING

THOMAS BROS. MAPS PAGE/GRID

PAGE: 808 GRID: D5, E5

CITY BOUNDARY/SPHERE

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

MARCH JOINT POWERS AUTHORITY

NOT IN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY

INDIAN TRIBAL LAND

NOT IN A TRIBAL LAND

SUPERVISORIAL DISTRICT 2011 (ORD. 813)

MARION ASHLEY, DISTRICT 5

SUPERVISORIAL DISTRICT (2001 BOUNDARIES)

MARION ASHLEY, DISTRICT 5

TOWNSHIP/RANGE

T5SR3W SEC 3

ELEVATION RANGE

ELEVATION NOT AVAILABLE

PREVIOUS APN

327-060-098

PLANNING

LAND USE DESIGNATIONS

VLDR

SANTA ROSA ESCARPMENT BOUNDARY

NOT IN THE SANTA ROSA ESCARPMENT BOUNDARY

AREA PLAN (RCIP)

HARVEST VALLEY / WINCHESTER

GENERAL PLAN POLICY OVERLAYS

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

GENERAL PLAN POLICY AREAS

NONE

ZONING CLASSIFICATIONS (ORD. 348)

R-R

ZONING DISTRICTS AND ZONING AREAS

ROMOLAND AREA

ZONING OVERLAYS

NOT IN A ZONING OVERLAY

HISTORIC PRESERVATION DISTRICTS

NOT IN AN HISTORIC PRESERVATION DISTRICT

SPECIFIC PLANS

NOT WITHIN A SPECIFIC PLAN

NOT IN AN AGRICULTURAL PRESERVE

REDEVELOPMENT AREAS
NOT IN A REDEVELOPMENT AREA

AIRPORT INFLUENCE AREAS
MARCH AIR RESERVE BASE

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. CENTRAL

DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)
HIGHWAY 74/79 CORRIDOR

SKR FEE AREA (STEPHEN'S KANGAROO RAT ORD. 663.10)
IN OR PARTIALLY WITHIN AN SKR FEE AREA. SEE MAP FOR MORE INFORMATION.

DEVELOPMENT AGREEMENTS
NOT IN A DEVELOPMENT AGREEMENT AREA

TRANSPORTATION

CIRCULATION ELEMENT ULTIMATE RIGHT-OF-WAY
NOT IN A CIRCULATION ELEMENT RIGHT-OF-WAY

64

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**
EMWD**FLOOD CONTROL DISTRICT**
RIVERSIDE COUNTY FLOOD CONTROL DISTRICT**WATERSHED**
SAN JACINTO VALLEY

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 B).
SENSITIVITY EQUIVALENT TO HIGH A, BUT IS BASED ON THE OCCURRENCE OF FOSSILS AT A SPECIFIED DEPTH BELOW THE SURFACE.
THE CATEGORY HIGH B INDICATES THAT FOSSILS ARE LIKELY TO BE ENCOUNTERED AT OR BELOW FOUR FEET OF DEPTH, AND MAY BE IMPACTED DURING EXCAVATION BY CONSTRUCTION ACTIVITIES.

MISCELLANEOUS

SCHOOL DISTRICT
ROMOLAND & PERRIS UNION HIGH**COMMUNITIES**
NOT IN A COMMUNITY**COUNTY SERVICE AREA**
IN OR PARTIALLY WITHIN
LAKEVIEW/NUEVO/ROMOLAND/HOMELAND #146 -
STREET LIGHTING
LIBRARY**LIGHTING (ORD. 655)**
ZONE B, 33.44 MILES FROM MT. PALOMAR OBSERVATORY**2000 CENSUS TRACT**
042718**FARMLAND**
URBAN-BUILT UP LAND**TAX RATE AREAS**
089004
•COUNTY FREE LIBRARY
•COUNTY STRUCTURE FIRE PROTECTION
•COUNTY WASTE RESOURCE MGMT DIST
•CSA 146

- CSA 152
- EASTERN MUN WATER IMP DIST 13
- EASTERN MUN WATER IMP DIST A
- EASTERN MUNICIPAL WATER
- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZONE 4
- GENERAL
- GENERAL PURPOSE
- METRO WATER EAST 1301999
- MT SAN JACINTO JUNIOR COLLEGE
- PERRIS AREA ELEM SCHOOL FUND
- PERRIS JR HIGH AREA FUND
- PERRIS UNION HIGH SCHOOL
- PERRIS VALLEY CEMETERY
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- ROMOLAND SCHOOL
- SAN JACINTO BASIN RESOURCE CONS
- VALLEY HEALTH SYSTEM HOSP DIST

SPECIAL NOTES

NO SPECIAL NOTES

CODE COMPLAINTS

Case #	Description	Start Date
CV0905820	ABATEMENT	Aug. 10, 2009

BUILDING PERMITS

Case #	Description	Status
BFE030032	POLE BARN	PAID
BFE030033	POLE BARN	PAID

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 Aug 30 15:03:01 2012
Version 120712

Exhibit C



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

Updated Lot Book

Customer:

RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT

4080 Lemon Street
 Riverside CA 92501

Attn: Brent Steele
 Reference: CV09-05820 / Ed Torres
 IN RE: WARD, RICHARD

Property Address: 27854 Calle De Leon
 Romoland CA 92585

Order Number: **28130**

Order Date: 2/19/2013
 Dated as of: 2/8/2013

County Name: Riverside

FEE(s):
 Report: \$60.00

RZ Title Reporting Service hereby reports, as disclosed by the Official Records of the Recorder of said County as of the date shown above, that subsequent to the date of the original report that (i) No document in the chain of title to said land has been recorded purporting to convey the fee title to said land, and (ii) No encumbrances affecting said land have been recorded nor has a homestead been executed on said land, and (iii) No encumbrances affecting said land on the date of the original report have been released or reconveyed.

All exceptions are as follows:

Assessor's Parcel No. : 327-062-012-1

Assessments:	Land Value:	\$73,227.00
	Improvement Value:	\$161,111.00
	Exemption Value:	\$0.00
	Total Value:	\$234,338.00

Property Taxes for the Fiscal Year	2012-2013
First Installment	\$1,227.59
Penalty	\$0.00
Status	PAID (PAID THRU 01/31/2013)
Second Installment	\$1,227.59
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2013)

Notice of Rescission of Declaration of Default

Document No.	2011-0357581
Recorded	08/15/2011



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

Order Number: 28130
Reference: CV09-05820 / Ed

Assignment Dated 08/24/2011
Recorded 09/12/2011
Document No. 2011-0404012
Assigned to Deutsche Bank National Trust Company as Trustee for
the Certificaholders of The Ixis Real Estate Capital Trust
2005-HE1, Mortgage Pass-Through Certificates, Series
2005-HE1

A Notice of Administrative Proceedings by the County of Riverside Department of Code Enforcement
City of Moreno Valley
County of Riverside
Recorded 07/20/2011
Document No. 2011-0317243

A Notice of State Tax Lien Recorded 02/27/2012
Document No. 2012-0085214
Amount \$3,062.95
Account No. 1112125268
Certificate No. 12031334087
Debtor Richard Ward
Creditor: State of California, Franchise Tax Board

NO OTHER EXCEPTIONS

LANDSAFE TITLE

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

RICHARD WARD
27854 CALLE DE LEON
ROMOLAND, CA 92585

DOC # 2011-0357581
08/15/2011 11:16A Fee:18.00
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



TS No. 11-0047894
Title Order No. 11-0038927

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM 012
						T:	CTY	UNI	

NOTICE OF RESCISSION OF DECLARATION OF DEFAULT AND DEMAND FOR SALE AND OF NOTICE OF DEFAULT AND ELECTION TO SELL

T
012
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NOTICE IS HEREBY GIVEN: That RECONTRUST COMPANY, N.A., is acting as an agent for the Beneficiary under a DEED OF TRUST dated 12/23/2004, executed by RICHARD WARD, AN UNMARRIED MAN, as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, recorded 01/06/2005 as Instrument No. 2005-0015446 in Book N/A Page N/A, of Official Records in the Office of the Recorder of Riverside County, California describing land therein as more fully described on the above referenced deed of trust.

Said obligations including one note for the sum of \$150,000.00.

Whereas, the current beneficiary under that certain Deed of Trust hereinabove described, heretofore delivered to the Trustee thereunder written Declaration of Default and Demand for Sale; and Whereas notice was heretofore given of the breach of obligations for which said Deed of Trust is security, and of election to cause to be sold the property therein described; and Whereas a Notice of Default and Election to Sell was recorded on 06/08/2011 in the office of the Recorder of Riverside County, California, Instrument No. 2011-0252429, in Book 0, Page 0, of Official Records.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that the current Trustee, does hereby rescind, cancel and withdraw said Declaration of Default and Demand for Sale and said Notice of Default and Election to Sell; it being understood, however, that this rescission shall not in any manner be construed as waiving or affecting any breach or default--past, present or future--under said Deed of Trust, or as impairing any right or remedy thereunder, but is, and shall be deemed to be, only an election, without prejudice, not to cause a sale to be made pursuant to said Declaration and Notice, and shall no way jeopardize or impair any right, remedy or privilege secured to the Beneficiary and/or the Trustee, under said Deed of Trust, nor modify nor alter in any respect any of the terms, covenants, conditions or obligations thereof, and said Deed of Trust and all obligations secured thereby are hereby reinstated and shall be and remain in force and effect the same as if said Declaration of Default and Demand for Sale and Notice of Default and Election to Sell had not been made and given.

RECONTRUST COMPANY, N.A., AS AGENT FOR THE BENEFICIARY

Dated: August 11, 2011

By:

George L. Guzman

, Authorized Signer

AUG 11 2011

Form rescind_2011.5.0_05/2011

Public Record

DOC # 2011-0404012
09/12/2011 02:32 PM Fees: \$18.00
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

Recording Requested By:
Bank of America
Prepared By: Michael Tarkington
450 E. Boundary St.
Chapin, SC 29036
888-603-9011
When recorded mail to:
CoreLogic
450 E. Boundary St.
Attn: Release Dept.
Chapin, SC 29036



DocID# 5746849099110122

Property Address:
27854 Calle De Leon
Romoland, CA 92585-9677

CAO-ADT 15169494

8/16/2011

This space for Recorder's use

MIN #: 1000534-0000003305-6

MERS Phone #: 888-679-6377

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 3300 S.W. 34th Avenue, Suite 101 Ocala, FL 34474 does hereby grant, sell, assign, transfer and convey unto DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE IXIS REAL ESTATE CAPITAL TRUST 2005-HE1, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-HE1 whose address is 1761 E ST ANDREW PL, SANTA ANA, CA 92705 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: MERS, INC., AS NOMINEE FOR CHAPEL MORTGAGE CORPORATION
Original Borrower(s): RICHARD WARD, AN UNMARRIED MAN
Original Trustee: TICOR TITLE COMPANY
Date of Deed of Trust: 12/23/2004
Original Loan Amount: \$150,000.00

Recorded in Riverside County, CA on: 1/6/2005, book N/A, page N/A and instrument number 2005-0015446 .

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on

8/24/11

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

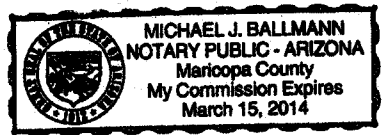
By: Lorena Malaquias
Lorena Malaquias, Assistant Secretary

State of Arizona
County of Maricopa

On 8-24-11, before me, Michael J. Ballmann, Notary Public, personally appeared Lorena Malaquias of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and 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 the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last written.

Michael J. Ballmann
Notary Public: Michael J. Ballmann
My Commission Expires: 3/15/14



When recorded please mail to:
Riverside County Code Enforcement Department
(District 5 Office)
24318 Hemlock Avenue, Suite C-1, Moreno Valley, CA 92557
Mail Stop No. 5002

DOC # 2011-0317243

07/20/2011 10:40A Fee:NC

Page 1 of 1

Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder



051
M
051
6

NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS

In the matter of the public nuisance or other code violation(s) on Property of)

Case No.: CV09-05818, CV09-05820 & CV10-05902

Richard Ward

And DOES I through X, owners

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 14 of Ordinance Number 725 of the County of Riverside, State of California, that administrative proceedings have been commenced with respect to the structure or land located upon the following described real property in the County of Riverside:

ADDRESS: 27854 Calle De Leon, Romoland, CA 92585

PARCEL #: 327-062-012

LEGAL DESCRIPTION: 1.07 ACRES NET IN PAR 4 PM 150/045 PM 22067

VIOLATIONS: Riverside County Ordinance No. 520, (RCC Title 10.04) described as vehicle abatement - abandoned, wrecked, dismantled or inoperable vehicles and parts thereof, Riverside County Ordinance No. 541, (RCC Title 8.120.010) described as accumulation of rubbish, Riverside County Ordinance No. 348, (RCC Title 17.16.010) described as excessive outside storage & Riverside County Ordinance No. 457, (RCC Title 15.08.010) described as construction without the required permit(s) - shed & telephone pole with electricity.

that such proceedings are based upon the noncompliance of such structure or land with the requirements of Ordinances (Riverside County Codes) listed above that every owner of said real property waives his right to hearing on such proceedings unless he makes a proper request in the form and within the time prescribed by the Code cited; and that failure to comply with the lawful orders of the Code Enforcement Director and/or authorized agents of the County of Riverside heretofore and hereafter issued relative to the above matter may result in demolition of the offending structure, abatement of the public nuisance or other available legal remedies and assessment of the costs, expenses, and administrative costs thereof to the property heretofore described as a tax and special assessment lien on such property; that any purchaser, his heirs, or assigns acquiring said property subsequent to the recording of the Notice with the County Recorder shall have such interest subject and subordinate to said tax and assessment lien.

Notice is Further Given in accordance with §17274 and §24436.5 of the California Revenue and Taxation Code, that a tax deduction may not be allowed for interest, taxes, depreciation or amortization paid or incurred in the taxable year affected by these proceedings.

COUNTY OF RIVERSIDE
DEPARTMENT OF CODE ENFORCEMENT

Dated: June 29, 2011

By: *Mary Overholt*
Mary Overholt, Code Enforcement Department

ACKNOWLEDGEMENT

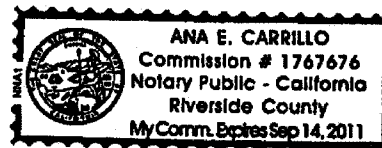
State of California)
County of Riverside)

On 06/29/11 before me, Ana E. Carrillo, Notary Public, personally appeared Mary Overholt who 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.

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

WITNESS my hand and official seal

Ana E. Carrillo
Commission # 1767676 Comm. Expires Sep. 14, 2011



Public Record

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 # 2012-0085214

02/27/2012 02:57P Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry H. Hard

Assessor, County Clerk & Recorder



Notice of State Tax Lien

Filed With: RIVERSIDE

Certificate Number:

12031334087

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) : RICHARD WARD

FTB Account Number : 1112125268

Social Security Number(s) : XXX-XX-3504

Last Known Address : 27854 CALLE DE LEON
: SUN CITY CA 92585-9677

For Taxable Years : 2008

Total Lien Amount * : \$3,062.95

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: 02/03/12

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)



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

Lot Book Report

Order Number: **24417**

Customer:

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

Order Date: 6/27/2011
Dated as of: 6/20/2011
County Name: Riverside

Attn: Brent Steele
Reference: CV09-05820 / Edward Torres
IN RE: WARD, RICHARD

FEE(s):
Report: \$120.00

Property Address: 27854 Calle De Leon
Romoland CA 92585

Assessor's Parcel No. : 327-062-012-1

Assessments:

Land Value:	\$71,256.00
Improvement Value:	\$156,772.00
Exemption Value:	\$0.00
Total Value:	\$228,028.00

Tax Information

Property Taxes for the Fiscal Year	2010-2011
Total Annual Tax	\$2,383.24
Status: Paid through	PAID (PAID THRU 06/30/2011)

Property Vesting

The last recorded document transferring title of said property

Dated	12/27/2004
Recorded	01/07/2005



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

Order Number: 24417

Reference: CV09-05820 / Ed

Document No.	2005-0018995
D.T.T.	\$0.00
Grantor	Richard Ward and Suzan Ward, husband and wife as joint tenants
Grantee	Richard Ward, an unmarried man

Deeds of Trust

Position No.	1st
A Deed of Trust Dated	12/23/2004
Recorded	01/06/2005
Document No.	2005-0015446
Amount	\$150,000.00
Trustor	Richard Ward, an unmarried man
Trustee	Ticor Title Company
Beneficiary	Mortgage Electronic Registration Systems, Inc., acting as a nominee for Chapel Mortgage Corporation
Notice of Default Recorded	06/08/2011
Document No.	2011-0252429
Substitution of Trustee Recorded	06/13/2011
Document No.	2011-0259413
Trustee	Recontrust Company, N.A.
Assignment Dated	06/06/2011
Recorded	06/13/2011
Document No.	2011-0259414
Assigned to	Deutsche Bank National Trust Company as Trustee for the Holders of Ixis Real Estate Capital Trust 2005-HE1, Mortgage Pass-Through Certificates, Series 2005-HE1

Additional Information

Notice of Non-Compliance filed by

County of Riverside Code Enforcement Department



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

Order Number: 24417

Reference: CV09-05820 / Ed

In the matter of the property of	Richard Ward
Case No.	CV09-05820
Recorded	07/29/2010
Document No.	2010-0355711
Notice of Non-Compliance filed by	County of Riverside Code Enforcement Department
In the matter of the property of	Richard Ward
Case No.	CV09-05818
Recorded	07/29/2010
Document No.	2010-0355712
Abstract of Support Judgment Filed in the	Superior Court of California, County of San Diego - Central Court
Case No.	DF127005
Recorded	06/18/2002
Document No.	2002-331969
Debtor	Richard Ward
Creditor	County of San Diego
Abstract of Support Judgment Filed in the	Superior Court of California, County of Los Angeles - Central Civil West
Case No.	BY0524248
Recorded	12/24/2003
Document No.	2003-1004344
Debtor	Richard Lee Ward
Creditor	County of Los Angeles
Abstract of Support Judgment Filed in the	Superior Court of California, County of Orange - Lamoreaux Justice Center
Case No.	97P004185
Recorded	09/14/2007
Document No.	2007-0583613
Debtor	Richard L. Ward
Creditor	County of Orange
Abstract of Support Judgment Filed in the	Superior Court of California, County of Riverside - Family Law Court
Case No.	RIK002098



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

Order Number: 24417
Reference: CV09-05820 / Ed

Recorded	09/22/2008
Document No.	2008-0516686
Debtor	Richard L Ward III
Creditor	Riverside County Department of Child Support Services
Abstract of Support Judgment Filed in the	Superior Court of California, County of Riverside - Family Law Court
Case No.	RID179042
Recorded	10/31/2008
Document No.	2008-0579772
Debtor	Richard A Ward
Creditor	Riverside County Department of Child Support Services

Legal Description

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

PARCEL 4 OF PARCEL MAP NO. 22067, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAPS ON FILE IN BOOK 150, PAGES 45 AND 46 OF PARCEL MAPS, RECORDER IN THE COUNTY RECORDER OF SAID COUNTY.

327-06
22-2E

T.R.A. 268-024

E1/2 NE1/4 SEC 3 T5S R3W

THIS MAP IS FOR
ASSESSMENT PURPOSES ONLY



MB 14/65-65 ROMOLA FARMS NO 6A
 PM 11/6/60 PARCEL MAP 16949
 PM 133/29-30 20835
 PM 134/23-24 20738
 PM 134/84-85 20930
 PM 147/1-2 22068
 PM 150/45-46 22057
 PM 176/50-51 26231

PM 92/47-48 PARCEL MAP 16909
 PM 93/25 16787
 PM 95/5 16694
 PM 95/44 16588
 PM 100/1 17010
 PM 102/85 16639
 PM 103/100 16686
 PM 103/22 17002

ASSESSOR'S MAP BK. 327 PG. 06 RAA
 Riverside County, Cal if.

REV FEB 1993
 JULY 1971

PARCEL NO.	ACRES	REV. DATE
1	1.03	11/6/60
2	1.03	11/6/60
3	1.03	11/6/60
4	1.03	11/6/60
5	1.03	11/6/60
6	1.03	11/6/60
7	1.03	11/6/60
8	1.03	11/6/60
9	1.03	11/6/60
10	1.03	11/6/60
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30	1.03	11/6/60
31	1.03	11/6/60
32	1.03	11/6/60
33	1.03	11/6/60

10006

DOC # 2005-0018995

01/07/2005 08:00A Fee:30.00

Page 1 of 2

Recorded in Official Records
County of Riverside

RECORDING REQUESTED BY:

Ticor Title Company
Escrow No. 10006761-AP
Title Order No. 02225637

When Recorded Mail Document
and Tax Statement To:

Richard Ward
27854 Calle De Leon
Sun City, Ca 92585

Assessor, County Clerk & Recorder



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
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A	R	L				COPY	LONG	REFUND	NCHG

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 327-062-012-1

TRA: 089

GRANT DEED

30



The undersigned grantor(s) declare(s)

Documentary transfer tax is \$ 0 City Transfer Tax is \$

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- Unincorporated Area City of Romoland

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Richard Ward and Suzan Ward, husband and wife as joint tenants

hereby GRANT(S) to Richard Ward, an unmarried man

the following described real property in the City of Romoland,
County of Riverside, State of California:

PARCEL 4 OF PARCEL MAP #22067 AS SHOWN BY MAPS ON FILE IN BOOK 150 PAGES 45 AND 46 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

DATED: December 27, 2004

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE
ON 12-28-2004 before me,

R. D. MAYFIELD, Notary Public personally appeared
SUZAN WARD & RICHARD WARD

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

Witness my hand and official seal.

Signature _____

Suzan Ward
Suzan Ward

Richard Ward
Richard Ward



MAIL TAX STATEMENTS AS DIRECTED ABOVE

FD-213 (Rev 7/96)

GRANT DEED

Public Record

RECORDER
P.O. BOX 751
RIVERSIDE, CA 92502-0751
(909) 486-7000

GARY L. ORSO
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK RECORDER

NOTARY CLARITY

UNDER THE PROVISION OF GOVERNMENT CODE 27361.7, I CERTIFY
UNDER THE PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE
DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS
FOLLOWS:

NAME OF NOTARY: R.P. Mayfield

COMMISSION #: 1417035

PLACE OF EXECUTION: Riverside

DATE COMMISSION EXPIRES: 6.1.07

DATE: 1.7.05

SIGNATURE: A. Palomarez

PRINT NAME: April Palomarez

Glenn M. Perrell Atty @ law

Recording Requested By:
CHAPEL MORTGAGE CORPORATION

Assessor, County Clerk & Recorder



And After Recording Return To:
CHAPEL FUNDING CORPORATION ATTN: ~~SHIPPING DEPT.~~
26521 RANCHO PARKWAY SOUTH STE #200
LAKE FOREST, CALIFORNIA 92630
Loan Number: 230182

* shipping DEPT.

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A	R	L				COPY	LONG	REFUND	NCHG

[Space Above This Line for Recording Date]

DEED OF TRUST

66



MIN: 1000534-0000003305-6

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated DECEMBER 23, 2004, together with all Riders to this document.

(B) "Borrower" is RICHARD WARD, ~~AN UNMARRIED MAN / AN UNMARRIED MAN / AN UNMARRIED MAN / AN UNMARRIED MAN / AN UNMARRIED MAN~~ *PROPERITY* an unmarried man

Borrower is the trustor under this Security Instrument.

(C) "Lender" is CHAPEL MORTGAGE CORPORATION

Lender is a NEW JERSEY CORPORATION organized and existing under the laws of NEW JERSEY
Lender's address is 26521 RANCHO PARKWAY SOUTH, SUITE 200, LAKE FOREST, CALIFORNIA 92630

(D) "Trustee" is TICOR TITLE COMPANY
2851 CAMINO DEL RIO SOUTH, 3RD FLOOR, SAN DIEGO, CALIFORNIA 92108

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

(F) "Note" means the promissory note signed by Borrower and dated DECEMBER 23, 2004
The Note states that Borrower owes Lender ONE HUNDRED FIFTY THOUSAND AND 00/100 Dollars (U.S. \$ 150,000.00) plus interest.

Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JANUARY 1, 2035

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

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

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

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

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction] COUNTY of RIVERSIDE [Name of Recording Jurisdiction]

PARCEL 4 OF PARCEL MAP NO. 22067, IN THE COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 150, PAGES 45
AND 46, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA
A.P.N. #: 327-062-012-1

which currently has the address of 27854 CALLE DE LEON

[Street]

ROMOLAND
[City]

, California 92585
[Zip Code]

("Property Address"):

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not

obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender

shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These

agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender

specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

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

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

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

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

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note

and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The

notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

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

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

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

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

Richard Ward (Seal)
RICHARD WARD -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Witness:

Witness:

State of California)
) ss.
County of RIVERSIDE)

On 12-27-2004 before me, George R. Ryan
personally appeared RICHARD WARD

~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)
I have 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.



NOTARY SEAL

George R. Ryan

NOTARY SIGNATURE
George R. Ryan

(Typed Name of Notary)

RECORDER
P.O. BOX 751
RIVERSIDE, CA 92502-0751
(909) 486-7000

GARY L. ORSO
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK RECORDER

NOTARY CLARITY

UNDER THE PROVISION OF GOVERNMENT CODE 27361.7, I CERTIFY
UNDER THE PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE
DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS
FOLLOWS:

NAME OF NOTARY: George R. Ryan

COMMISSION #: 1342226

PLACE OF EXECUTION: San Diego

DATE COMMISSION EXPIRES: 2/2/06

DATE: 1/6/05

SIGNATURE: S. Espinoza

PRINT NAME: S. Espinoza

ACR 186P-AS4RE0(EST. 05/2003)

PREPAYMENT RIDER

Loan Number: 230182

Date: DECEMBER 23, 2004

Borrower(s): RICHARD WARD

THIS PREPAYMENT RIDER (the "Rider") is made this 23rd day of DECEMBER, 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure repayment of Borrower's promissory note (the "Note") in favor of CHAPEL MORTGAGE CORPORATION

("Lender"). The Security Instrument encumbers the Property more specifically described in the Security Instrument and located at

27854 CALLE DE LEON, ROMOLAND, CALIFORNIA 92585

[Property Address]

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

A. PREPAYMENT CHARGE

The Note provides for the payment of a prepayment charge as follows:

5 . BORROWER'S RIGHT TO PREPAY; PREPAYMENT CHARGE

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.


The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under the Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes.

If the Note contains provisions for a variable interest rate, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

If within TWENTY-FOUR (24) months from the date the Security Instrument is executed I make a full Prepayment or one or more partial Prepayments, and the total of all such Prepayments in any 12-month period exceeds TWENTY percent (20.000 %) of the original principal amount of the loan, I will pay a Prepayment charge in an amount equal to SIX (6) months' advance interest on the amount by which the total of my Prepayments within any 12-month period exceeds TWENTY percent (20.000 %) of the original principal amount of the loan.

If the Note contains provisions for a variable interest rate, and the purpose of the loan is to finance the purchase or construction of real property containing four or fewer residential units or on which four or fewer residential units are to be constructed, then I may prepay the loan in whole or in part without a Prepayment charge within 90 days of notification of any increase in the rate of interest.

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

 (Seal)
RICHARD WARD -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

MIN: 1000534-0000003305-6

Loan Number: 230182

ADJUSTABLE RATE RIDER
(LIBOR Six-Month Index (As Posted By Fannie Mae) - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 23rd day of DECEMBER, 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to CHAPEL MORTGAGE CORPORATION, A NEW JERSEY CORPORATION ("Lender") of the same date and covering the property described in the Security Instrument and located at:

27854 CALLE DE LEON, ROMOLAND, CALIFORNIA 92585
[Property Address]

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.500 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of JANUARY, 2007, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market based on quotations of major banks, as posted by Fannie Mae through electronic transmission or by telephone or both through electronic transmission and by telephone. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, or is no longer posted either through electronic transmission or by telephone, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding SIX AND 500/1000 percentage points (6.500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one

MULTISTATE ADJUSTABLE RATE RIDER--LIBOR SIX-MONTH INDEX
(AS POSTED BY FANNIE MAE)--Single Family
Fannie Mae MODIFIED INSTRUMENT
Form 3136 1/01

DocMagic eForms 800-649-1362
www.docmagic.com

Page 1 of 3

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

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.500 % or less than 6.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE AND 000/1000 percentage points (1.000 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 12.500 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

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

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

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

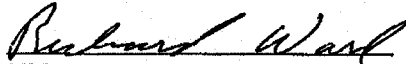
If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this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

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee

to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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

 (Seal)
RICHARD WARD -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Landsafe Default Inc.

DOC # 2011-0252429
06/08/2011 12:45P Fee:27.00
Page 1 of 4
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:
RECONTRUST COMPANY
1800 Tapo Canyon Rd., CA6-914-01-94
SIMI VALLEY, CA 93063



Attn: Sheryl Dela Cruz
TS No. 11-0047894
Title Order No. 11-0038927

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NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

27
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IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION,

and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$13,422.83, as of 06/06/2011 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

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

TS No. 11-0047894

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

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

**DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR THE
HOLDERS OF IXIS REAL ESTATE CAPITAL TRUST 2005-HE1, MORTGAGE
PASS-THROUGH CERTIFICATES, SERIES 2005-HE1
C/O BAC Home Loans Servicing, LP
400 National way
SIMI VALLEY, CA 93065
FORECLOSURE DEPARTMENT (800) 669-6650**

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

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember,

**YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT
ACTION.**

NOTICE IS HEREBY GIVEN THAT: RECONTRUST COMPANY, N.A., is acting as an agent for the Beneficiary under a Deed of Trust dated 12/23/2004, executed by RICHARD WARD, AN UNMARRIED MAN as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as beneficiary recorded 01/06/2005, as Instrument No. 2005-0015446 (or Book __, Page __) of Official Records in the Office of the County Recorder of Riverside County, California.

Said obligation including ONE NOTE FOR THE ORIGINAL sum of \$ 150,000.00.

That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of: FAILURE TO PAY THE INSTALLMENT OF PRINCIPAL, INTEREST AND IMPOUNDS WHICH BECAME DUE ON 10/01/2010 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL, INTEREST AND IMPOUNDS, TOGETHER WITH ALL LATE CHARGES, PLUS ADVANCES MADE AND COSTS INCURRED BY THE BENEFICIARY, INCLUDING FORECLOSURE FEES AND COSTS AND/OR ATTORNEYS' FEES. IN ADDITION, THE ENTIRE PRINCIPAL AMOUNT WILL BECOME DUE ON 01/01/2035 AS A RESULT OF THE MATURITY OF THE OBLIGATION ON THAT DATE.

TS No. 11-0047894

That by reason thereof, the present beneficiary under such deed of trust has executed and delivered to RECONTRUST COMPANY, N.A. such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

If required by the provisions of Section 2923.5 of the California Civil Code, the declaration from the mortgagee, beneficiary or authorized agent is attached to the Notice of Default duly recorded with the appropriate County Recorder's office.

Dated: June 06, 2011

RECONTRUST COMPANY, N.A., as agent for the Beneficiary

Authorized Signer

MARTHA CASILLAS

NS
JUN 06 2011

Form nodorig_2011.3.0_03/2011



Notice Date: April 12, 2011

11-0047894

Richard Ward
27854 Calle De Leon
Romoland, CA 92585

Property Address:
27854 Calle DE Leon
Romoland, CA 92585

CALIFORNIA DECLARATION

I, Joe Lerma, Mortgage Servicing Specialist II of BAC Home Loans Servicing, LP, declare under penalty of perjury, under the laws of the State of California, that the following is true and correct:

Bank of America Home Loans

- has contacted the borrower to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure,
- tried with due diligence to contact the borrower in accordance with California Civil Code Section 2923.5, or
- verified that the borrower has surrendered the property.
- has evidence and reasonably believes that the borrower has contracted with an organization, person, or entity whose primary business is advising people who have decided to leave their homes on how to extend the foreclosure process and to avoid their contractual obligations to beneficiaries.
- has confirmed that the borrower(s) filed for bankruptcy and the proceedings have not been finalized to wit, there is no order on the court's docket closing or dismissing the bankruptcy case.
- The provisions of California Civil Code §2923.5 do not apply because State Reason.

4-12-11 FT Worth, TX
Date and Place
Joe Lerma
Name of Signor

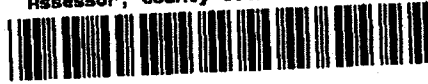
CA-DECLARATIONS 8538/8506 8/27/2008

Landsafe Default Inc.

RECORDING REQUESTED BY:
RECONTRUST COMPANY

AND WHEN RECORDED MAIL DOCUMENT
AND TAX STATEMENTS TO:
RECONTRUST COMPANY
1800 Tapo Canyon Rd., CA6-914-01-94
SIMI VALLEY, CA 93063

DOC # 2011-0259413
06/13/2011 08:05A Fee:18.00
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



ATTN: Sheryl Dela Cruz
TS No. 11-0047894

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11-0038927

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBSTITUTION OF TRUSTEE

WHEREAS, RICHARD WARD, AN UNMARRIED MAN was the original Trustor, TICOR TITLE COMPANY was the original Trustee, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. was the original Beneficiary under that certain Deed of Trust dated 12/23/2004 recorded on 01/06/2005 as Instrument No. 2005-0015446 in Book _____ Page _____ of Official Records of Riverside County, California;

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WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in place and instead of said original Trustee, or Successor Trustee, thereunder, in the manner in said Deed of Trust provided,

NOW THEREFORE, the undersigned hereby substitutes RECONTRUST COMPANY, N.A., WHOSE ADDRESS IS: 1800 Tapo Canyon Rd., CA6-914-01-94 SIMI VALLEY, CA 93063, as Trustee under said Deed of Trust.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

DATED: June 06, 2011

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

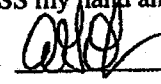
State of: CALIFORNIA
County of: VENTURA

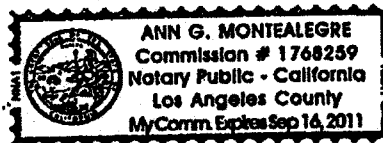
BY:  JUN 07 2011
T. SEVILLANO, ASSISTANT VICE PRESIDENT

On JUN 07 2011 before me, ANN G. MONTEALEGRE, notary public, personally appeared T. Sevillano, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)
ANN G. MONTEALEGRE



Form sub (01/09)

Landsafe Default Inc.

RECORDING REQUESTED BY:
 RECONTRUST COMPANY
 AND WHEN RECORDED MAIL DOCUMENT
 AND TAX STATEMENTS TO:
 RECONTRUST COMPANY
 1800 Tapo Canyon Rd., CA6-914-01-94
 SIMI VALLEY, CA 93063

DOC # 2011-0259414
 06/13/2011 08:05A Fee:18.00
 Page 1 of 1
 Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder



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TS No. 11-0047894

11-0038907

CORPORATION ASSIGNMENT OF DEED OF TRUST/MORTGAGE

FOR VALUE RECEIVED, THE UNDERSIGNED HEREBY GRANTS, ASSIGNS AND TRANSFER TO:

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR THE HOLDERS OF IXIS REAL ESTATE CAPITAL TRUST 2005-HE1, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-HE1

ALL BENEFICIAL INTEREST UNDER THAT CERTAIN DEED OF TRUST DATED 12/23/2004, EXECUTED BY: RICHARD WARD, AN UNMARRIED MAN, TRUSTOR: TO TICOR TITLE COMPANY, TRUSTEE AND RECORDED AS INSTRUMENT NO. 2005-0015446 ON 01/06/2005, OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE OF RIVERSIDE COUNTY, IN THE STATE OF CALIFORNIA.

DESCRIBING THE LAND THEREIN: AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST

TOGETHER WITH THE NOTE OR NOTES THEREIN DESCRIBED OR REFERRED TO, THE MONEY DUE AND TO BECOME DUE THEREON WITH INTEREST, AND ALL RIGHTS ACCRUED OR TO ACCRUE UNDER SAID DEED OF TRUST/MORTGAGE.

DATED: June 06, 2011

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

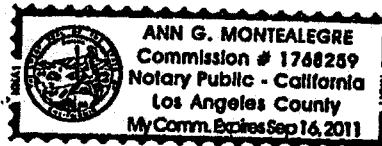
T
042

State of: CALIFORNIA
 County of: VENTURA

BY: [Signature] JUN 07 2011
 T. SEVILLANO, ASSISTANT VICE PRESIDENT

On JUN 07 2011 before me, ANN G. MONTEALEGRE, notary public, personally appeared T. SEVILLANO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.



Signature [Signature] (Seal)
 ANN G. MONTEALEGRE

Form assignmt (01/09)

When recorded please mail to:
 Riverside County Code Enforcement Department
 (District 5 Office)
 24318 Hemlock Avenue, Suite C-1
 Moreno Valley, CA 92557
 Mail Stop No. 5002

DOC # 2010-0355711
 07/29/2010 08:00A Fee:NC
 Page 1 of 1
 Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder



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NOTICE OF NONCOMPLIANCE

M
030

In the matter of the Property of
 Richard Ward

Case No.: CV09-05820

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 541, (RCC Title 8.120.010) described as Accumulated Rubbish & Riverside County Ordinance No. 348, (RCC Title 17.16.010) described as Excessive outside storage. Such Proceedings are based upon the noncompliance of such real property, located at 27854 Calle De Leon, Romoland, CA, and more particularly described as Assessor's Parcel Number 327-062-012 and having a legal description of 1.07 ACRES NET IN PAR 4 PM 150/045 PM 22067, Records of Riverside County, with the requirements of Ordinance No. 541 & 348 (RCC Title 8.120.010 & 17.16.010).

The owner has been advised to immediately correct the above-referenced violation to avoid further action by the County of Riverside, which may include remediation or restoration to abate the public nuisance or other remedies available to the department by a court of competent jurisdiction. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 24318 Hemlock Avenue, Suite C-1, Moreno Valley, California 92557, Attention Code Enforcement Officer Edward Torres 951-485-5840.

NOTICE IS FURTHER GIVEN in accordance with §17274 and §24436.5 of the California Revenue and Taxation Code, that a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the taxable year affected by these proceedings.

COUNTY OF RIVERSIDE
 CODE ENFORCEMENT DEPARTMENT

By Mary Overholt
 Mary Overholt
 Code Enforcement Department

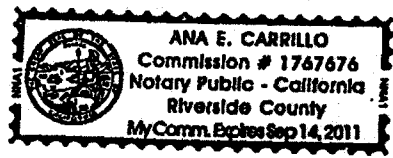
ACKNOWLEDGMENT

State of California)
 County of Riverside)

On 07/20/10 before me, Ana E. Carrillo, Notary Public, personally appeared Mary Overholt, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.
Ana E. Carrillo
 Commission # 176766 Comm. Expires Sep. 14, 2011



When recorded please mail to:
 Riverside County Code Enforcement Department
 (District 5 Office)
 24318 Hemlock Avenue, Suite C-1
 Moreno Valley, CA 92557
 Mail Stop No. 5002

DOC # 2010-0355712
 07/29/2010 08:00A Fee:NC
 Page 1 of 1
 Recorded in Official Records
 County of Riverside
 Larry U. Ward
 Assessor, County Clerk & Recorder



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NCHS CC						T:	CTY	UNI	030

NOTICE OF NONCOMPLIANCE



In the matter of the Property of
 Richard Ward)

Case No.: CV09-05818)

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No. 520, (RCC Title 10.04) described as Vehicle Abatement (inoperative, dismantled, wrecked vehicles). Such Proceedings are based upon the noncompliance of such real property, located at 27854 Calle De Leon, Romoland, CA, and more particularly described as Assessor's Parcel Number 327-062-012 and having a legal description of 1.07 ACRES NET IN PAR 4 PM 150/045 PM 22067, Records of Riverside County, with the requirements of Ordinance No. 520 (RCC Title 10.04).

The owner has been advised to immediately correct the above-referenced violation to avoid further action by the County of Riverside, which may include remediation or restoration to abate the public nuisance or other remedies available to the department by a court of competent jurisdiction. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 24318 Hemlock Avenue, Suite C-1, Moreno Valley, California 92557, Attention Code Enforcement Officer Edward Torres 951-485-5840.

NOTICE IS FURTHER GIVEN in accordance with §17274 and §24436.5 of the California Revenue and Taxation Code, that a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the taxable year affected by these proceedings.

COUNTY OF RIVERSIDE
 CODE ENFORCEMENT DEPARTMENT

By Mary Overholt
 Mary Overholt
 Code Enforcement Department

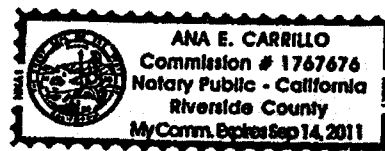
ACKNOWLEDGMENT

State of California)
 County of Riverside)

On 07/20/10 before me, Ana E. Carrillo, Notary Public, personally appeared Mary Overholt, who 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.

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

WITNESS my hand and official seal.
Ana E. Carrillo
 Commission # 1767676 Comm. Expires Sep. 14, 2011



REQUESTED BY AND MAIL TO:

County of San Diego
DEPARTMENT OF CHILD SUPPORT SERVICES
P.O. BOX 122031
SAN DIEGO, CA 92112-2031

INDEX AS JUDGMENT ONLY

SC No.: DF127005
FSO No.: 2KF437
County Recorder I.D.: 33
No fee per Gov.C. 8103.9 - Fam.C. 4202

DOC # 2002-331969

08/18/2002 08:00A Fee:NC
Page 1 of 2
Recorded in Official Records
County of Riverside
Gary L. Orso
Assessor, County Clerk & Recorder



THIS SPACE FOR RECORDER'S USE ONLY


ABSTRACT OF SUPPORT JUDGMENT

Title of Document

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

DA186REV01.00

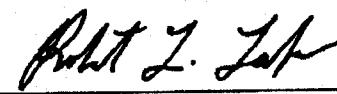
Public Record

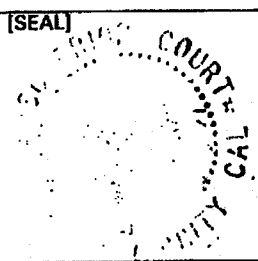
ATTORNEY OR PARTY WITHOUT AND ATTORNEY (Name and Address) <input checked="" type="checkbox"/> Recording requested by and return to: ROBERT L. LAFER, Chief Legal Counsel DEPARTMENT OF CHILD SUPPORT SERVICES P.O. BOX 122031 SAN DIEGO, CALIFORNIA 92112-2031 <small>Attorney pursuant to W&I Code §§11475.1 and 11478.2</small>	TELEPHONE NUMBER/FAX (619) 236-7600 (619) 685-6610 603.789.760 2KF437	FOR RECORDER'S USE ONLY 2002-331969 06/18/2002 08:08F 2 of 2
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 220 W. BROADWAY MAILING ADDRESS: 220 W. BROADWAY CITY AND ZIP CODE: SAN DIEGO, CALIFORNIA 92112-4104 BRANCH NAME: CENTRAL COURT		
PETITIONER : County of San Diego RESPONDENT : RICHARD WARD		

ABSTRACT OF SUPPORT JUDGMENT	CASE NUMBER: DF127005				
1. The <input checked="" type="checkbox"/> judgment creditor <input type="checkbox"/> assignee of record applies for an abstract of a support judgment and represents the following a. Judgment debtor's	FOR COURT USE ONLY				
<table border="0"> <tr> <td style="border: 1px solid black; padding: 2px;"> Name and last known address RICHARD WARD 24860 CORLEY CT MORENO VALLEY, CA 92553- </td> <td style="border: 1px solid black; width: 40px; height: 20px;"></td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;"> b. Driver's License No. and State: A4711602 CA c. Social Security number: 570-45-3325 d. Birthdate: JANUARY 12, 1972 </td> <td> <input type="checkbox"/> Unknown <input type="checkbox"/> Unknown <input type="checkbox"/> Unknown </td> </tr> </table>	Name and last known address RICHARD WARD 24860 CORLEY CT MORENO VALLEY, CA 92553-		b. Driver's License No. and State: A4711602 CA c. Social Security number: 570-45-3325 d. Birthdate: JANUARY 12, 1972	<input type="checkbox"/> Unknown <input type="checkbox"/> Unknown <input type="checkbox"/> Unknown	
Name and last known address RICHARD WARD 24860 CORLEY CT MORENO VALLEY, CA 92553-					
b. Driver's License No. and State: A4711602 CA c. Social Security number: 570-45-3325 d. Birthdate: JANUARY 12, 1972	<input type="checkbox"/> Unknown <input type="checkbox"/> Unknown <input type="checkbox"/> Unknown				

Date: 05/23/2002

by ROBERT L. LAFER, Chief Legal Counsel
TYPE OR PRINT NAME


 Chief Legal Counsel

2. I CERTIFY that the judgment entered in this action contains an order for payment of spousal, family, or child support.	5. Judgment debtor (full name as it appears in judgment): RICHARD WARD
3. Judgment creditor (name): County of San Diego whose address appears on this form above the court's name	6. a. A judgment was entered on (date): 06/12/2000 <i>all</i> b. Renewal was entered (date): c. Renewal was entered (date):
4. <input checked="" type="checkbox"/> The support is ordered to be paid to the following county officer (name and address): COUNTY OF SAN DIEGO P.O. BOX 122808 SAN DIEGO, CALIFORNIA 92112-0000	7. <input type="checkbox"/> An execution lien is endorsed on the judgment as follows: a. Amount: \$ b. In favor of (name and address):
<div style="border: 1px solid black; padding: 5px; width: fit-content;"> [SEAL]  </div>	8. A stay of enforcement has a. <input checked="" type="checkbox"/> not been ordered by the court. b. <input type="checkbox"/> been ordered by the court effective until (date):
	9. <input checked="" type="checkbox"/> This is an installment judgment STEPHEN THUNBERG, Clerk of the Court Clerk, by <u>Cecilia Hernandez</u> , Deputy

This abstract issued on
 (date): **MAY 28 2002**

REQUESTED BY AND MAIL TO:

County of Los Angeles
CHILD SUPPORT SERVICES DEPARTMENT
5770 SOUTH EASTERN AVENUE
COMMERCE, CA 90040-0000

DOC # 2003-1004344

12/24/2003 08:00R Fee:NC

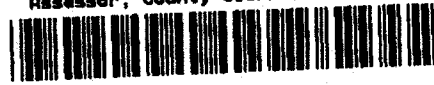
Page 1 of 2

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



INDEX AS JUDGMENT ONLY

SC No: BY0524248

FSR No: 22P668

County Recorder I.D.: 33

No fee per Gov.C. 6103.9 - Fam.C. 4202

THIS SPACE FOR RECORDER'S USE ONLY



ABSTRACT OF SUPPORT JUDGMENT

Title of Document

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

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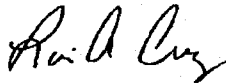
Public Record

ATTORNEY OR PARTY WITHOUT AND ATTORNEY (Name and Address) <input checked="" type="checkbox"/> Recording requested by and return to: LORI A. CRUZ, Chief Attorney CHILD SUPPORT SERVICES DEPARTMENT 5770 SOUTH EASTERN AVENUE COMMERCE, CALIFORNIA 90040 <small>Attorney pursuant to Family Code §17400 and §17406</small>	TELEPHONE AND FAX NOS.: (800) 615-8858 (323) 725-1043 019.210.470 22P668	FOR RECORDER'S USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 600 S. COMMONWEALTH MAILING ADDRESS: 600 S. COMMONWEALTH CITY AND ZIP CODE: LOS ANGELES, CALIFORNIA 90005 BRANCH NAME: CENTRAL CIVIL WEST		
PLAINTIFF : COUNTY OF LOS ANGELES DEFENDANT : RICHARD LEE WARD TASHONNI D VANBUREN		
ABSTRACT OF SUPPORT JUDGMENT		CASE NUMBER: BY0524248

1. The <input type="checkbox"/> judgment creditor <input checked="" type="checkbox"/> assignee of record applies for an abstract of a support judgment and represents the following: a. Judgment debtor's <table border="0"> <tr> <td style="border: 1px solid black; padding: 2px;">Name and last known address</td> <td style="border: 1px solid black; width: 40px;"></td> </tr> <tr> <td style="padding: 2px;">RICHARD LEE WARD 24860 COURLEY CT MORENO VALLEY, CA 92553</td> <td style="border: 1px solid black;"></td> </tr> <tr> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black;"></td> </tr> </table> b. Driver's License No. and State: A4711602 CA c. Social Security number: 570-45-3325 d. Birthdate: JANUARY 12, 1972	Name and last known address		RICHARD LEE WARD 24860 COURLEY CT MORENO VALLEY, CA 92553				FOR COURT USE ONLY <input type="checkbox"/> Unknown <input type="checkbox"/> Unknown <input type="checkbox"/> Unknown
Name and last known address							
RICHARD LEE WARD 24860 COURLEY CT MORENO VALLEY, CA 92553							

Date: 10/30/2003

by LORI A. CRUZ, CHIEF ATTORNEY
(TYPE OR PRINT NAME)


 Chief 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): County of Los Angeles whose address appears on this form above the court's name. 4. <input checked="" type="checkbox"/> The support is ordered to be paid to the following county officer (name and address): COURT TRUSTEE P.O. BOX 513544 LOS ANGELES, CALIFORNIA 90051-1544	5. Judgment debtor (full name as it appears in judgment): RICHARD LEE WARD 6. a. A judgment was entered on (date): 10/24/2003 b. Renewal was entered on (date): c. Renewal was entered on (date): 7. <input type="checkbox"/> 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. <input checked="" type="checkbox"/> not been ordered by the court. b. <input type="checkbox"/> been ordered by the court effective until (date): 9. <input checked="" type="checkbox"/> This is an installment judgment. JOHN A. CLARKE, Executive Officer Clerk, by <u>V. P. Shesh</u> , Deputy
--	--



This abstract issued on
 (date) **DEC 05 2003**

Form Adopted by Rule 1285.80
 Judicial Council of California
 1285.80 (Rev. July 1, 1989)

ABSTRACT OF SUPPORT JUDGMENT
 (Family Law)

CCP 488.480, 674
 697.320, 700.190

DOC # 2007-0583613

09/14/2007 08:00A Fee:NC

Page 1 of 2

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



RECORDING REQUESTED BY

COUNTY OF ORANGE

COUNTY CODE: 33

WHEN RECORDED MAIL TO

O.C. DEPT. OF CHILD SUPPORT SERVICES

P.O. BOX 22099

SANTA ANA, CALIFORNIA 92702-2099

023



NOTICE OF SUPPORT JUDGMENT

NOTICE OF SUPPORT JUDGMENT
DCSS 0239 (08/01/06)

STATE OF CALIFORNIA-HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF CHILD SUPPORT SERVICES

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

Public Record

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): <input checked="" type="checkbox"/> Recording requested by and return to: JAN C. STURLA, Director O.C. DEPT. OF CHILD SUPPORT SERVICES P.O. BOX 22099 SANTA ANA, CALIFORNIA 92702-2099 304.297.027 TELEPHONE NO.: (714)541-7600 2KF258 <input type="checkbox"/> ATTORNEY FOR <input type="checkbox"/> JUDGMENT CREDITOR <input checked="" type="checkbox"/> ASSIGNEE OF RECORD	FOR RECORDER'S USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 341 THE CITY DRIVE MAILING ADDRESS: 341 THE CITY DRIVE CITY AND ZIP CODE: ORANGE, CALIFORNIA 92863-1570 BRANCH NAME: LAMOREAUX JUSTICE CENTER	
PETITIONER/PLAINTIFF: MICHELLE R. VANDERHYDE RESPONDENT/DEFENDANT: RICHARD L. WARD	
ABSTRACT OF SUPPORT JUDGMENT	CASE NUMBER: 97P004185

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
RICHARD L WARD
24188 RIMVIEW RD
MORENO VALLEY, CA 92557-3012 | <input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/> |
|---|--|
- b Driver's license No. and state: unknown
 c. Social Security number: 557-27-9727 unknown
 d. Birthdate: AUGUST 22, 1970 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: 09/08/2007

JAN C. STURLA, DIRECTOR
 (TYPE OR PRINT NAME)

Jan C. Sturla
 (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):
 County of Orange
 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):
 STATE DISBURSEMENT UNIT
 P.O. BOX 989067
 WEST SACRAMENTO, CALIFORNIA 95798-9067
5. Judgment debtor (full name as it appears in judgment):
 RICHARD L WARD
6. a. A judgment was entered on (date): 09/01/1997
 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):

[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.

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

DOC # 2008-0516686

09/22/2008 08:00A Fee:NC

Page 1 of 2

Recorded in Official Records

County of Riverside

Larry W. Ward

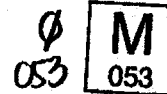
Assessor, County Clerk & Recorder



RECORDING REQUESTED BY

RIVERSIDE COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES

COUNTY CODE: 0606500



WHEN RECORDED MAIL TO

RIVERSIDE COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES

2041 IOWA AVE

RIVERSIDE CA 92507-2414

DOCUMENT TITLE

NOTICE OF SUPPORT JUDGMENT

NOTICE OF SUPPORT JUDGMENT
DCSS 0239 (06/01/05)

ABSTRACT OF SUPPORT JUDGMENT
(Code of Civil Procedure, §§674, 687.326, 706.198, Family Code § 4500)

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

R5ENFCSS

Public Record

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): <input checked="" type="checkbox"/> Recording requested by and return to: JAMES P. FULLMER, CHIEF DEPUTY CHILD SUPPORT ATT RIVERSIDE COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES 2041 IOWA AVE RIVERSIDE CA 92507-2414 TELEPHONE NO.: (951) 955-4100 <input type="checkbox"/> ATTORNEY FOR <input checked="" type="checkbox"/> JUDGMENT CREDITOR <input type="checkbox"/> ASSIGNEE OF RECORD	FOR RECORDER'S USE ONLY CASE NUMBER: <p style="text-align: center;">RIK002098</p>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE STREET ADDRESS: 4175 MAIN ST MAILING ADDRESS: PO BOX 431 CITY AND ZIP CODE: RIVERSIDE 92502-0431 BRANCH NAME: FAMILY LAW COURT	
PETITIONER/PLAINTIFF: COUNTY OF RIVERSIDE RESPONDENT/DEFENDANT: RICHARD L WARD III	
ABSTRACT OF SUPPORT JUDGMENT	

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
- RICHARD L WARD III
 24250 DRACAEA AVE APT 112
 MORENO VALLEY CA 92553-2818
- b. Driver's license No. and state: A4711602 CALIFORNIA
- c. Social Security number: 570-45-3325
- d. Birthdate: 01/12/1972
- 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: 09/12/2008

JAMES P. FULLMER
(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):
 RIVERSIDE 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):
 RIVERSIDE County Department of Child Support Services
 PO BOX 989067
 WEST SACRAMENTO CA 95798-9067

5. Judgment debtor (full name as it appears in judgment):
 RICHARD L WARD III
6. a. A judgment was entered on (date): 09/04/2008
 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

R5ENFCSS

DOC # 2008-0579772

10/31/2008 08:00A Fee:NC

Page 1 of 2

Recorded in Official Records

County of Riverside

Larry W. Ward

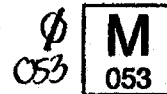
Assessor, County Clerk & Recorder



RECORDING REQUESTED BY

RIVERSIDE COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES

COUNTY CODE: 0606500



WHEN RECORDED MAIL TO

RIVERSIDE COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES

2041 IOWA AVE

RIVERSIDE CA 92507-2414

DOCUMENT TITLE

NOTICE OF SUPPORT JUDGMENT

NOTICE OF SUPPORT JUDGMENT
DCSS 0239 (06/01/06)

ABSTRACT OF SUPPORT JUDGMENT
(Code of Civil Procedure, §§674, 687.325, 700.100, Family Code § 4500)

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

R5ENFCSS

Public Record

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): <input checked="" type="checkbox"/> Recording requested by and return to: JAMES P. FULLMER, CHIEF DEPUTY CHILD SUPPORT ATT RIVERSIDE COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES 2041 IOWA AVE RIVERSIDE CA 92507-2414</p> <p>TELEPHONE NO.:(951) 955-4100</p> <p><input type="checkbox"/> ATTORNEY FOR <input type="checkbox"/> JUDGMENT CREDITOR <input checked="" type="checkbox"/> ASSIGNEE OF RECORD</p>	<p style="text-align: center;">FOR RECORDER'S USE ONLY</p> <p style="text-align: right;">0850400661-01</p>
<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE STREET ADDRESS: 4175 MAIN ST MAILING ADDRESS: PO BOX 431 CITY AND ZIP CODE: RIVERSIDE 92502-0431 BRANCH NAME: FAMILY LAW COURT</p>	
<p>PETITIONER/PLAINTIFF: RICHARD A. WARD RESPONDENT/DEFENDANT: SUZAN M. WARD</p>	
<p style="text-align: center;">ABSTRACT OF SUPPORT JUDGMENT</p>	
<p>1. The <input type="checkbox"/> judgment creditor <input checked="" type="checkbox"/> assignee of record applies for an abstract of a support judgment and represents the following:</p> <p>a. Judgment debtor's</p> <p style="padding-left: 40px;">Name and last known address</p> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>RICHARD A. WARD 27854 CALLE DE LEON ROMOLAND CA 92585</p> </div> <p>b. Driver's license No. and state: P0207871 CALIFORNIA c. Social Security number: 567-74-3504 d. Birthdate: 07/29/1947</p> <p style="text-align: right;"> <input type="checkbox"/> unknown <input type="checkbox"/> unknown <input type="checkbox"/> unknown </p>	<p style="text-align: center;">FOR COURT USE ONLY</p> <p style="text-align: center;">(This document is a notice under Family Code Section 4506. Court stamp not required.)</p> <p style="text-align: center;">Any electronic signature affixed below has been officially adopted by the requesting governmental agency.</p>

Date: 10/21/2008

JAMES P. FULLMER
(TYPE OR PRINT NAME)


 (SIGNATURE OF APPLICANT OR ATTORNEY)

<p>2. I CERTIFY that the judgment entered in this action contains an order for payment of spousal, family, or child support.</p> <p>3. Judgment creditor (name): RIVERSIDE County Department of Child Support Services whose address appears on this form above the court's name.</p> <p>4. <input checked="" type="checkbox"/> The support is ordered to be paid to the following county officer (name and address): RIVERSIDE County Department of Child Support Services PO BOX 989067 WEST SACRAMENTO CA 95798-9067</p>	<p>5. Judgment debtor (full name as it appears in judgment): RICHARD A. WARD</p> <p>6. a. A judgment was entered on (date): 10/21/1999 b. Renewal was entered on (date): c. Renewal was entered on (date):</p> <p>7. <input type="checkbox"/> An execution lien is endorsed on the judgment as follows: a. Amount: \$ b. In favor of (name and address):</p> <p>8. A stay of enforcement has a. <input checked="" type="checkbox"/> not been ordered by the court. b. <input type="checkbox"/> been ordered by the court effective until (date):</p> <p>9. <input type="checkbox"/> This is an installment judgment.</p>
<div style="border: 1px solid black; padding: 5px;"> <p>[Seal]</p> <p>This document is a notice under Family Code Section 4506. No court seal required.</p> </div>	<div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>This abstract issued on (date): No date required under FC § 4506</p> </div> <p style="text-align: right;">This document is a notice under Family Code section 4506. Clerk, by _____, Deputy</p>

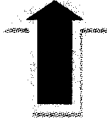
R5ENFCSS

Exhibit D

Code Enforcement Department
County Of Riverside
San Jacinto/District 5 Office
581 S. Grand Ave
San Jacinto, CA 92582
(951) 791-3900 FAX (951) 791-3910

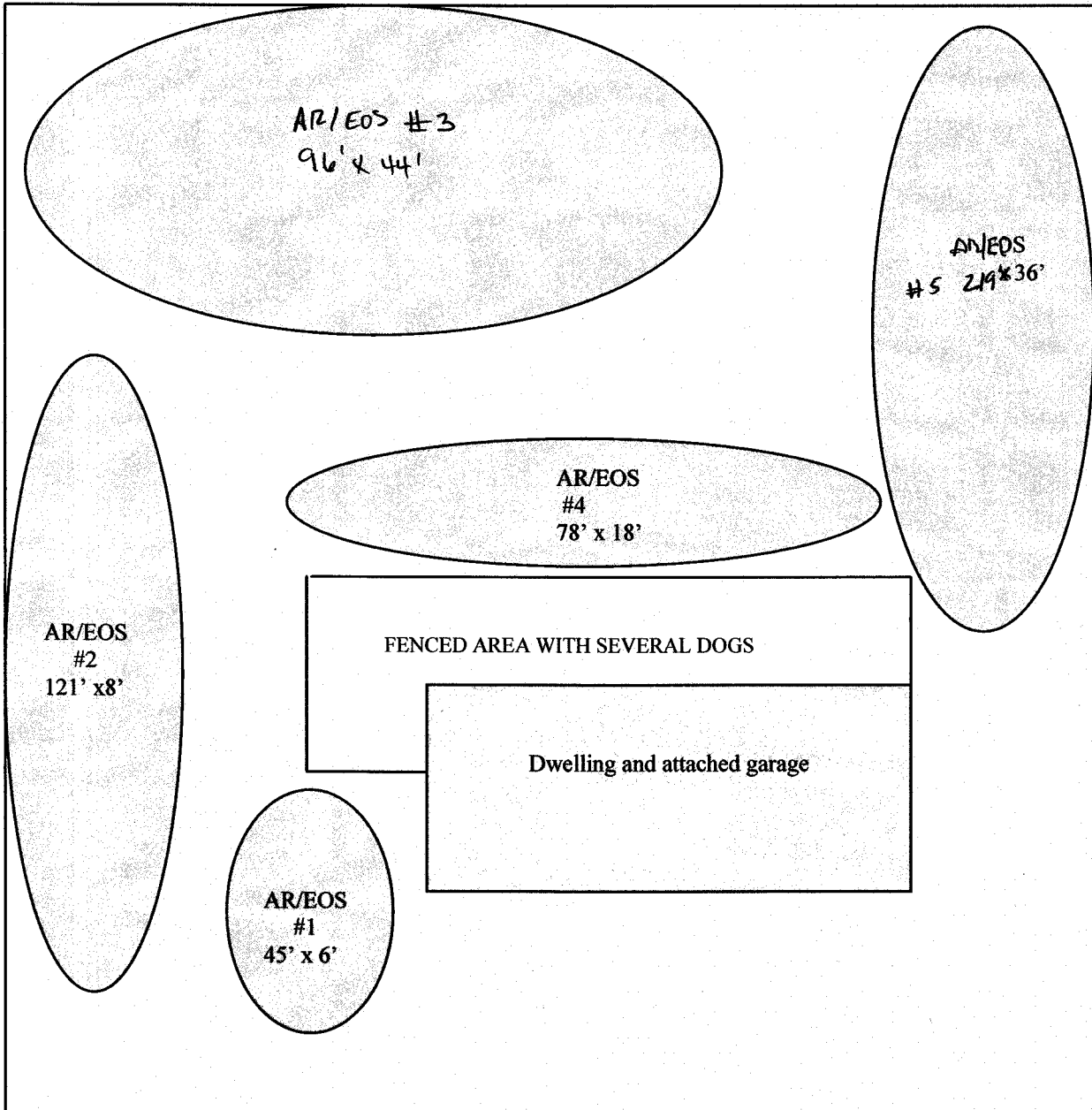
CASES#: CV09-05820 PROPERTY SITUS: 27854 Calle De Leon, Romoland
A.P.N. : 327-062-012 DRAWN ON (date) 08/30/2012 DRAWN BY: E. Torres

Provide North Arrow



NORTH PROPERTY LINE

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SOUTH PROPERTY LINE

SIT.05 – Code Enforcement 10.07

Calle De Leon

NOT TO SCALE

Code Enforcement Case: CV0905820

Printed on: 08/30/2012

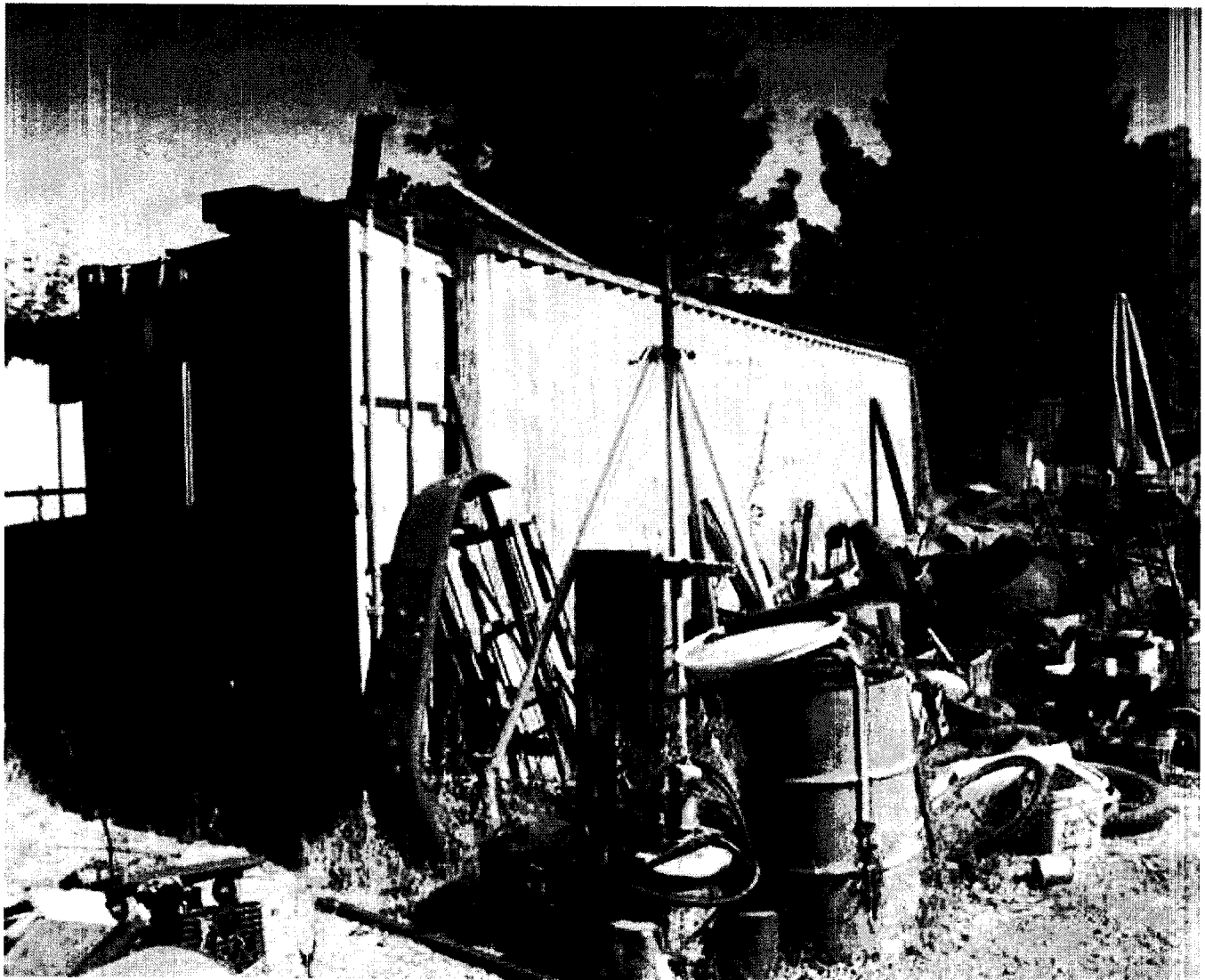
Photographs



*E. Torres; EOS and possible rubbish in rear yard - 05/06/2010



*E. Torres; material stock piled in front of property - 06/23/2010



*07-16-10 E. Torres; AR/EOS - 07/16/2010



*07-16-10 E. Torres; AR/EOS - 07/16/2010



*E. Torres; AR/EOS - 02/04/2011



*E. Torres; AR/EOS rear yard, some progress - 06/24/2011



*E. Torres; AR/EOS in rear yard, some progress - 09/09/2011



*E. Torres; AR/EOS in rear yard - 07/09/2012



E. Torres; AR/EOS in rear yard - 01/16/2013

Exhibit E



COUNTY OF RIVERSIDE CODE ENFORCEMENT DEPARTMENT

NOTICE OF VIOLATION

CASE No.: CV 09-05820

THE PROPERTY AT: 27854 CALLE DE LEON, POMONA APN#: 327-062-012

WAS INSPECTED BY OFFICER: E. TORRES ID#: 52 ON 07-16-10 AT 0930 am pm

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

<input type="checkbox"/>	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="checkbox"/>	17.252.030 (RCO 348)	Unpermitted Outdoor Advertising Display - Obtain a permit from the Planning Dept. or remove display.
<input type="checkbox"/>	8.28.030 (RCO 821)	Unfenced Pool - Install or provide adequate fencing to secure the pool.	<input type="checkbox"/>	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 checked="" type="checkbox"/>	8.120.010 (RCO 541)	Accumulated Rubbish - Remove all rubbish & dispose of in an approved legal landfill.	<input type="checkbox"/>	17. _____ (RCO 348)	Excessive Outside Storage: Storage of Unpermitted Mobile Home(s) Not Allowed - Remove unpermitted mobile home(s) from the property.
<input type="checkbox"/>	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="checkbox"/>	17. _____ (RCO 348)	Occupied RV/Trailer - Cease occupancy & disconnect all utilities to RV/Trailer.
<input type="checkbox"/>	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 type="checkbox"/>	17. _____ (RCO 348)	Excessive Animals - Remove or reduce the number of _____ to less than _____.
<input type="checkbox"/>	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 type="checkbox"/>	17. _____ (RCO 348)	Unpermitted Land Use: _____ Cease all business activities. Obtain Planning Dept. approval prior to resuming business operations.
<input type="checkbox"/>	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="checkbox"/>	17. <u>16.010</u> (RCO 348)	Excessive Outside Storage - Remove or reduce all outside storage to less than <u>200</u> square feet at the rear of the property.
<input type="checkbox"/>	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="checkbox"/>		
			<input type="checkbox"/>		

COMMENTS: _____

IMPORTANT! CORRECTION(S) MUST BE COMPLETED BY: 8-16-10. 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 \$ 109.60 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

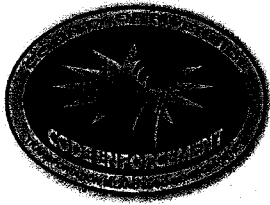
PROPERTY OWNER TENANT

CDL/CID#

D.O.B.

TEL. NO.





**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

AFFIDAVIT OF POSTING OF NOTICES

July 16, 2010

RE CASE NO: CV0905820

I, Edward Torres, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 24318 Hemlock, Ave., Suite C-1, Moreno Valley, California 92557 .

That on 07/16/2010 at 1000 hours, I securely and conspicuously posted a Notice of Violation for RCC 17.16.010- Excessive Outside Storage and RCC 8.120.010-Accumulated Rubbish at the property described as:

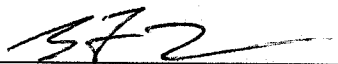
Property Address: 27854 CALLE DE LEON, ROMOLAND

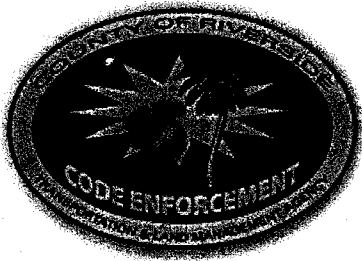
Assessor's Parcel Number: 327-062-012

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

Executed on July 16, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT


By: Edward Torres, Code Enforcement Officer



COUNTY OF RIVERSIDE
CODE ENFORCEMENT DEPARTMENT

NOTICE OF VIOLATION

CASE No.: CV 09-05820

THE PROPERTY AT: 27854 CALLE DE LEON, ROMOLANS APN#: 327-062-012

WAS INSPECTED BY OFFICER: E. TORRES / M. BOWLES ID#: 52 ON 6-24-2011 AT 0940 am/pm

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

Table with 2 columns: Code (RCO) and Description of Violation. Includes items like Excessive Yard Sales, Unfenced Pool, Accumulated Rubbish, Unpermitted Construction, Unapproved Grading/Clearing, Substandard Structure, Unpermitted Mobile Home, Substandard Mobile Home/Trailer/RV, Unpermitted Outdoor Advertising Display, Prohibited Fencing, Excessive Outside Storage, Occupied RV/Trailer, Excessive Animals, and Unpermitted Land Use.

COMMENTS:

IMPORTANT! CORRECTION(S) MUST BE COMPLETED BY: 7-24-2011. 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.

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.

Signature and Date lines for Property Owner and Tenant. Includes fields for CDL/CID#, D.O.B., and TEL. NO. Also includes a 'POSTED' stamp.



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

AFFIDAVIT OF POSTING OF NOTICES

June 24, 2011

RE CASE NO: CV0905820

I, Edward Torres, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 24318 Hemlock, Ave., Suite C-1, Moreno Valley, California 92557 .

That on 06/24/2011 at 1016 hours, I securely and conspicuously posted Notice of Violation for RCC 8.120.010 (RCO 541) – Accumulated Rubbish and RCC 17.16.010 (RCO 348) – Excessive outside Storage at the property described as:

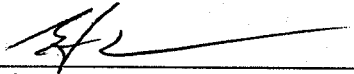
Property Address: 27854 CALLE DE LEON, ROMOLAND

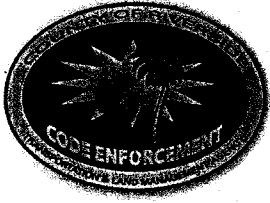
Assessor's Parcel Number: 327-062-012

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

Executed on June 24, 2011 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT


By: Edward Torres, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

FIELD NOTICE OF VIOLATION

July 9, 2012

RICHARD WARD
27854 CALLE DE LEON
ROMOLAND, CA. 92585

RE CASE NO: CV0905820 at 27854 CALLE DE LEON, in the community of ROMOLAND, California, Assessor's Parcel Number 327-062-012

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 27854 CALLE DE LEON, in the community of ROMOLAND California, Assessor's Parcel Number 327-062-012, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541) , 17.12.040 (Ord. 348), of the Riverside County Code.

Said violation is described as:

- 1) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.
- 2) 17.12.040 (Ord. 348) - All outdoor storage is required to conform to the standards provided in the permitted uses for the size and type of property.

YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:

- 1) Remove all rubbish and dispose of it in an approved, legal landfill.
- 2) Remove or reduce all outside storage to 200 square feet per RCC 17.16.010 (RCO 348)

COMPLIANCE MUST BE COMPLETED BY August 8, 2012. 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 TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.

Service By: Posted Property Owner Tenant
Signed: _____ Print: _____ Date: _____
(Please SIGN your name here) (Please PRINT your name here)

CDL/CID#: _____ DOB: _____ Daytime Phone #: _____

CODE ENFORCEMENT DEPARTMENT



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

AFFIDAVIT OF POSTING OF NOTICES

July 10, 2012

RE CASE NO: CV0905820

I, Edward Torres, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is 581 South Grand Avenue, San Jacinto, California, 92582 .

That on 07/09/2012 at 1155 HOURS, I securely and conspicuously posted Field Notice of Violation for RCC 8.120.010 (RCO 541); Accumulated Rubbish and RCC 17.16.010 (RCO 348); Excessive Outside Storage at the property described as:

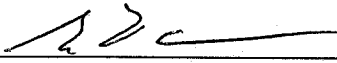
Property Address: 27854 CALLE DE LEON, ROMOLAND

Assessor's Parcel Number: 327-062-012

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

Executed on July 10, 2012 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT


By: Edward Torres, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

NOTICE OF VIOLATION

July 19, 2010

RICHARD WARD
27854 CALLE DE LEON
ROMOLAND, CA. 92585

RE CASE NO: CV0905820 at 27854 CALLE DE LEON, ROMOLAND, California, Assessor's Parcel Number 327-062-012

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 27854 CALLE DE LEON, ROMOLAND California, Assessor's Parcel Number 327-062-012, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541), 17.12.040 (Ord. 348), of the Riverside County Code.

Said violation is described as:

- 1) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.
- 2) 17.12.040 (Ord. 348) - All outdoor storage is required to conform to the standards provided in the permitted uses for the size and type of property.

YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:

- 1) Remove all rubbish and dispose of it in an approved, legal landfill.
- 2) Remove or reduce all outside storage to 200 square feet per RCC 17.16.010

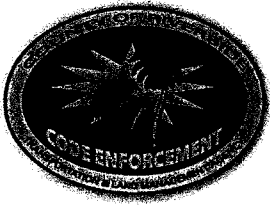
COMPLIANCE MUST BE COMPLETED BY August 19, 2010. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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 TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.

CODE ENFORCEMENT DEPARTMENT

By: Edward Torres, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

JOHN BOYD
Director

PROOF OF SERVICE

Case No. CV0905820

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Melissa Robles, 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 July 19, 2010, I served the following documents(s):

NOTICE RE: Notice of Violation (RCC 8.120.010 & 17.16.010)

by placing a true copy thereof enclosed in a sealed envelope(s) by **CERTIFIED MAIL, RETURN RECEIPT REQUESTED** addressed as follows:

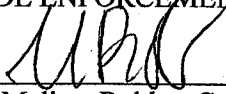
RICHARD WARD 27854 CALLE DE LEON, ROMOLAND, CA. 92585

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 July 19, 2010 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT


By: Melissa Robles, Code Enforcement Aide

7008 1140 0002 8622 6878

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

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)		

Richard Ward
27854 Calle De Leon
Romoland, CA. 92585
CV09-05820 / ET 327-062-012

PS Form 3800, August 2006 See Reverse for Instructions

24318 HEMLOCK AVE., SUITE C-1,
(951) 485-5840

SENDER: COMPLETE THIS SECTION

- 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.

Article Addressed to:

Richard Ward
27854 Calle De Leon
Romoland, CA. 92585
CV09-05820 / ET 327-062-012

COMPLETE THIS SECTION ON DELIVERY

A. Signature
x *Richard Ward* Agent Addressee

B. Received by (Printed Name) C. Date of Delivery
Richard Ward. *6/22/10*

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

REC'D JUL 23 2010

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label)

7008 1140 0002 8622 6878



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

NOTICE OF VIOLATION

June 27, 2011

RICHARD WARD
27854 CALLE DE LEON
ROMOLAND, CA. 92585

RE CASE NO: CV09-05820 at 27854 CALLE DE LEON, in the community of ROMOLAND, California, Assessor's Parcel Number 327-062-012

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 27854 CALLE DE LEON, in the community of ROMOLAND California, Assessor's Parcel Number 327-062-012, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541), 17.12.040 (Ord. 348), of the Riverside County Code.

Said violation is described as:

- 1) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.
- 2) 17.12.040 (Ord. 348) - All outdoor storage is required to conform to the standards provided in the permitted uses for the size and type of property.

YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:

- 1) Remove all rubbish and dispose of it in an approved, legal landfill.
- 2) Remove or reduce all outside storage to 200 square feet per RCC 17.16.010 (RCO 348)

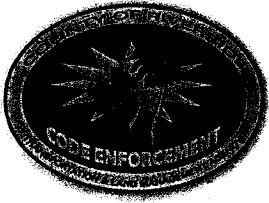
COMPLIANCE MUST BE COMPLETED BY JULY 27, 2011. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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 TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.

CODE ENFORCEMENT DEPARTMENT

By: Edward Torres, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

PROOF OF SERVICE

Case No. CV09-05820

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Jennifer 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 at the footer of this notice.

That on June 27, 2011, I served the following document(s):

NOTICE RE: Notice of Violation (RCC 8.120.010 & RCC 17.16.010)

Summary of Costs Notification

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

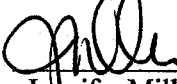
RICHARD WARD 27854 CALLE DE LEON, ROMOLAND, CA. 92585

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 June 27, 2011 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT



By: Jennifer Miller, Code Enforcement Aide



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

NOTICE OF VIOLATION

July 12, 2012

RICHARD WARD
27854 CALLE DE LEON
ROMOLAND, CA. 92585

RE CASE NO: CV0905820 at 27854 CALLE DE LEON, in the community of ROMOLAND, California, Assessor's Parcel Number 327-062-012

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 27854 CALLE DE LEON, in the community of ROMOLAND California, Assessor's Parcel Number 327-062-012, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541), 17.12.040 (Ord. 348), of the Riverside County Code.

Said violation is described as:

- 1) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.
- 2) 17.12.040 (Ord. 348) - All outdoor storage is required to conform to the standards provided in the permitted uses for the size and type of property.

YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:

- 1) Remove all rubbish and dispose of it in an approved, legal landfill.
- 2) Remove or reduce all outside storage to 200 square feet per RCC 17.16.010 (RCO 348)

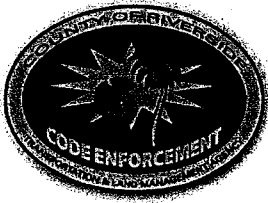
COMPLIANCE MUST BE COMPLETED BY July 27, 2012. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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 TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.

CODE ENFORCEMENT DEPARTMENT

By: Edward Torres, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

NOTICE OF VIOLATION

July 12, 2012

CHAPEL FUNDING CORPORATION
26521 RANCHO PARKWAY SOUTH STE #200
LAKE FOREST, CA 92630

RE CASE NO: CV0905820 at 27854 CALLE DE LEON, in the community of ROMOLAND, California, Assessor's Parcel Number 327-062-012

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 27854 CALLE DE LEON, in the community of ROMOLAND California, Assessor's Parcel Number 327-062-012, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541), 17.12.040 (Ord. 348), of the Riverside County Code.

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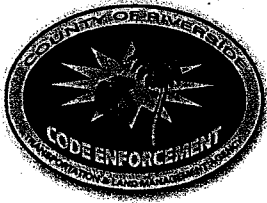
COMPLIANCE MUST BE COMPLETED BY July 27, 2012. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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CODE ENFORCEMENT DEPARTMENT

By: Edward Torres, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

NOTICE OF VIOLATION

July 12, 2012

RECONTRUST COMPANY
1800 TAPO CANYON RD
CA6-914-01-094 ATTN: SHERYL DELA CRUZ TS11-0047894
SIMI VALLEY, CA 93063

RE CASE NO: CV0905820 at 27854 CALLE DE LEON, in the community of ROMOLAND, California, Assessor's Parcel Number 327-062-012

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 27854 CALLE DE LEON, in the community of ROMOLAND California, Assessor's Parcel Number 327-062-012, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541), 17.12.040 (Ord. 348), of the Riverside County Code.

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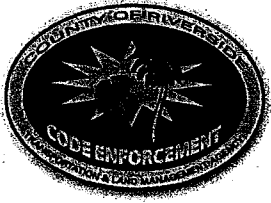
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CODE ENFORCEMENT DEPARTMENT

By: Edward Torres, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

NOTICE OF VIOLATION

July 12, 2012

DEUTSCHE BANK NATIONAL TRUST COMPANY
C/O BAC HOME LOANS SERVICING, LP
400 NATIONAL WAY
SIMI VALLEY, CA 93065

RE CASE NO: CV0905820 at 27854 CALLE DE LEON, in the community of ROMOLAND, California, Assessor's Parcel Number 327-062-012

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 27854 CALLE DE LEON, in the community of ROMOLAND California, Assessor's Parcel Number 327-062-012, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541), 17.12.040 (Ord. 348), of the Riverside County Code.

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- 1) Remove all rubbish and dispose of it in an approved, legal landfill.
- 2) Remove or reduce all outside storage to 200 square feet per RCC 17.16.010 (RCO 348)

COMPLIANCE MUST BE COMPLETED BY July 27, 2012. 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.

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CODE ENFORCEMENT DEPARTMENT

By: Edward Torres, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

NOTICE OF VIOLATION

July 12, 2012

TICOR TITLE COMPANY
2851 CAMINO DEL RIO SOUTH,
3RD FLOOR,
SAN DIEGO, CA 92108

RE CASE NO: CV0905820 at 27854 CALLE DE LEON, in the community of ROMOLAND, California, Assessor's Parcel Number 327-062-012

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 27854 CALLE DE LEON, in the community of ROMOLAND California, Assessor's Parcel Number 327-062-012, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541) , 17.12.040 (Ord. 348), of the Riverside County Code.

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CODE ENFORCEMENT DEPARTMENT

By: Edward Torres, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

PROOF OF SERVICE

Case No. CV0905820

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Amanda Ricks, 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 July 12, 2012, I served the following documents(s):

NOTICE RE: Notice of Violation

by placing a true copy thereof enclosed in a sealed envelope(s) by **CERTIFIED MAIL, RETURN RECEIPT REQUESTED** addressed as follows:

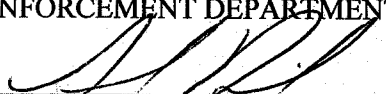
- RICHARD WARD 27854 CALLE DE LEON, ROMOLAND, CA. 92585
- CHAPEL FUNDING CORPORATION 26521 RANCHO PARKWAY SOUTH STE #200, LAKE FOREST, CA 92630
- RECONTRUST COMPANY 1800 TAPO CANYON RD CA6-914-01-094 ATTN: SHERYL DELA CRUZ TS11-0047894, SIMI VALLEY, CA 93063
- DEUTSCHE BANK NATIONAL TRUST COMPANY C/O BAC HOME LOANS SERVICING, LP 400 NATIONAL WAY, SIMI VALLEY, CA 93065
- TICOR TITLE COMPANY 2851 CAMINO DEL RIO SOUTH, 3RD FLOOR,, SAN DIEGO, CA 92108

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 July 12, 2012, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT


By: Amanda Ricks, Code Enforcement Aide

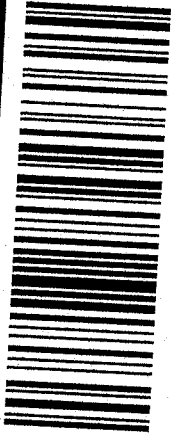
County of Riverside

Code Enforcement Department
581 S. Grand Ave
San Jacinto, CA 92582

RETURN RECEIPT REQUESTED

RETURN RECEIPT REQUESTED

CERTIFIED MAIL™



7007 1490 0003 4242 4074



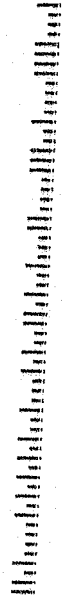
02 1R \$05.75°
0002004339 JUL 12 2012
MAILED FROM ZIP CODE 92501

REC'D JUL 18 2012

CHAPEL FUNDING CORPORATION
26521 RANCHO PARKWAY SOUTH STE #200
LAKE FOREST, CA 92531
CV09-05820/ET 327

917 5E1 00 07/15/12
RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD
BC: 92582383181 *2704-06359-12-39

925823831



SENDER: COMPLETE THIS SECTION

- 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.

1. Article Addressed to:


2818
TICOR TITLE COMPANY
2818 CAMINO DEL RIO SOUTH,
3RD FLOOR, 500
SAN DIEGO, CA 92108 CV09-05820 / ET 327

2. Article Number
(Transfer from service label)

7007 1490 0003 4242 4104

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Audrey Romero Agent Addressee

B. Received by (Printed Name)

C. Date of Delivery

7/16/12

D. Is delivery address different from item 1? Yes
if YES, enter delivery address below: No

3. Service Type

- Certified Mail Express Mail
- Registered Return Receipt for Merchandise
- Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

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. 	A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee X Nelson Hernandez
1. Article Addressed to:	B. Received by (Printed Name) C. Date of Delivery
RECONTRUS COMPANY 1800 TAPO CANYON RD CA6-914-01-09 ATTN: SHERYL DELA CRUZ TS11-0047894 SIMI VALLEY, CA 93063 CV09-05820 / ET 327	D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below: <div style="text-align: center; border: 1px solid black; border-radius: 50%; padding: 10px; width: fit-content; margin: 10px auto;"> SIMI VALLEY CA JUL 17 2012 </div>
	Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.
2. Article Number (Transfer from service label)	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes
PS Form 3811, February 2004	7007 1490 0003 4242 4081 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- 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.

1. Article Addressed to:

RICHARD WARD
27854 CALLE DE LEON
ROMOLAND, CA. 92585
CV09-05820 / ET 327

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *R. Ward* Agent Addressee

B. Received by (Printed Name): *RICHARD WARD* C. Date of Delivery *7/13/12*

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label)

7007 1490 0003 4242 4067

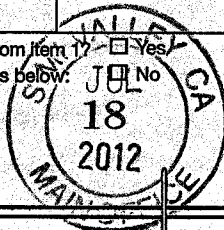
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY		
<ul style="list-style-type: none"> ■ Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature Nelson Hernando <div style="float: right;"> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee </div>		
	B. Received by (Printed Name) Nelson Hernando	C. Date of Delivery <div style="text-align: center;">  </div>	
	D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:		
	1. Article Addressed to RECD JUL 23 2012 DEUTSCHE BANK NATIONAL TRUST COMPANY C/O BAC HOME LOANS SERVICING, LP 400 NATIONAL WAY SIMI VALLEY, CA 93065 CV09-05820 / ET 327		
Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.			
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes			
2. Article Number (Transfer from service label)	7007 1490 0003 4242 4098		
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540			

Exhibit F

When recorded please mail to:
Riverside County Code Enforcement Department
(District 5 Office)
24318 Hemlock Avenue, Suite C-1, Moreno Valley, CA 92557
Mail Stop No. 5002

DOC # 2011-0317243
07/20/2011 10:40A Fee:NC
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



051
M
051
f

NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS

In the matter of the public nuisance or other code violation(s) on Property of)
Richard Ward)

Case No.: CV09-05818, CV09-05820 & CV10-05902

And DOES I through X, owners

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 14 of Ordinance Number 725 of the County of Riverside, State of California, that administrative proceedings have been commenced with respect to the structure or land located upon the following described real property in the County of Riverside:

ADDRESS: 27854 Calle De Leon, Romoland, CA 92585

PARCEL #: 327-062-012

LEGAL DESCRIPTION: 1.07 ACRES NET IN PAR 4 PM 150/045 PM 22067

VIOLATIONS: Riverside County Ordinance No. 520, (RCC Title 10.04) described as vehicle abatement - abandoned, wrecked, dismantled or inoperable vehicles and parts thereof, Riverside County Ordinance No. 541, (RCC Title 8.120.010) described as accumulation of rubbish, Riverside County Ordinance No. 348, (RCC Title 17.16.010) described as excessive outside storage & Riverside County Ordinance No. 457, (RCC Title 15.08.010) described as construction without the required permit(s) - shed & telephone pole with electricity.

that such proceedings are based upon the noncompliance of such structure or land with the requirements of Ordinances (Riverside County Codes) listed above that every owner of said real property waives his right to hearing on such proceedings unless he makes a proper request in the form and within the time prescribed by the Code cited; and that failure to comply with the lawful orders of the Code Enforcement Director and/or authorized agents of the County of Riverside heretofore and hereafter issued relative to the above matter may result in demolition of the offending structure, abatement of the public nuisance or other available legal remedies and assessment of the costs, expenses, and administrative costs thereof to the property heretofore described as a tax and special assessment lien on such property; that any purchaser, his heirs, or assigns acquiring said property subsequent to the recording of the Notice with the County Recorder shall have such interest subject and subordinate to said tax and assessment lien.

Notice is Further Given in accordance with §17274 and §24436.5 of the California Revenue and Taxation Code, that a tax deduction may not be allowed for interest, taxes, depreciation or amortization paid or incurred in the taxable year affected by these proceedings.

COUNTY OF RIVERSIDE
DEPARTMENT OF CODE ENFORCEMENT

By: Mary Overholt
Mary Overholt, Code Enforcement Department

Dated: June 29, 2011

ACKNOWLEDGEMENT

State of California)
County of Riverside)

On 06/29/11 before me, Ana E. Carrillo, Notary Public, personally appeared Mary Overholt who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal
Ana E. Carrillo
Commission # 1767676 Comm. Expires Sep. 14, 2011

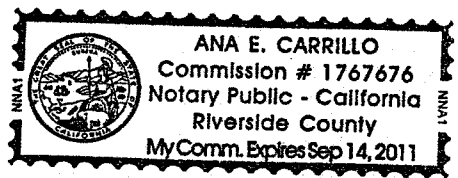
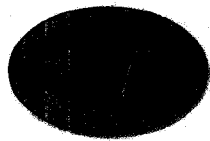


Exhibit G



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

Juan C. Perez
Interim Director

April 23, 2013

**NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS AND
ABATE PUBLIC NUISANCE**

TO: Owners and Interested Parties
(See Attached Proof of Service
and Responsible Parties List)

Case No.: CV09-05820
APN: 327-062-012 WARD
Property: 27854 CALLE DE LEON, ROMOLAND

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 348, 541 and 725 to consider the abatement of the excess outside storage and accumulation of rubbish located on the SUBJECT PROPERTY described as **27854 CALLE DE LEON, ROMOLAND, Riverside County, California**, and more particularly described as Assessor's Parcel Number 327-062-012.

YOU ARE HEREBY DIRECTED as owner of the SUBJECT PROPERTY, to appear at this hearing to show cause why the SUBJECT PROPERTY should not be condemned as a public nuisance and be abated by removing the excessive outside storage and accumulation of rubbish from the real property.

SAID HEARING will be held on **Tuesday, May 21, 2013, at 9:30 a.m.** in the Board of Supervisors Room, County Administrative Center, 4080 Lemon Street, 1st Floor Annex, Riverside, California at which time and place pertinent evidence will be received and/or testimony from all concerned parties will be heard. Failure to appear on your behalf will result in the exclusion of your testimony, and facts as known to the Code Enforcement Department ("Department") will be presented to the Board of Supervisors for consideration and deliberation in this matter.

Please be advised that the costs already accrued in this case, including but not limited to, enforcement and investigation costs, are recoverable by the Department, as allowed under Riverside County Ordinance No. 725. The Department may seek recovery of such costs from the property owner(s) which may result in a special assessment lien against the SUBJECT PROPERTY. Additionally, should the Department abate the property, the costs associated therewith, as well as all abatement costs allowed under Riverside County Ordinance No. 725 (RCC Title 1), will be sought from the property owner(s) and/or may result in a special assessment lien against the property.

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

MARY OVERHOLT
Supervising Code Enforcement Officer

RESPONSIBLE PARTIES LIST

Subject Property: 27854 Calle De Leon, Romoland
Case No.: CV09-05820; APN: 327-062-012; District 5/5

RICHARD WARD
27854 CALLE DE LEON
ROMOLAND, CA 92585

CHAPEL FUNDING CORPORATION
26521 RANCHO PARKWAY SOUTH STE #200
LAKE FOREST, CA 92630

RECONTRUST COMPANY
1800 TAPO CANYON RD CA6-914-01-094
ATTN: SHERYL DELA CRUZ TX11-0047894
SIMI VALLEY, CA 93063

DEUTSCHE BANK NATIONAL TRUST COMPANY
C/O BAC HOMES LOANS SERVICING,
LP 400 NATIONAL WAY
SIMI VALLEY, CA 93065

TICOR TITLE COMPANY
2851 CAMINO DEL RIO SOUTH, 3RD FLOOR
SAN DIEGO, CA 92108

PROOF OF SERVICE
Case No. CV09-05820

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Stacy Baumgartner, 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 April 23, 2013, I served the following document(s):

- **NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS AND ABATE PUBLIC NUISANCE**
- **RESPONSIBLE PARTIES / NOTICE LIST**
- **PROOF OF SERVICE**

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

OWNERS OR INTERESTED PARTIES
(SEE NOTICE LIST ATTACHED TO NOTICE OF HEARING)

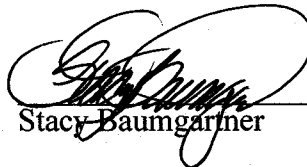
XX **BY FIRST CLASS MAIL.** I am "readily familiar" with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Riverside, California, in the ordinary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

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

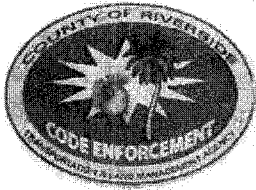
XX **STATE - I declare under penalty of perjury under the laws of the State of California that the above is true and correct.**

— **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 April 23, 2013, at Riverside, California.



Stacy Baumgartner



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

AFFIDAVIT OF POSTING OF NOTICES

April 29, 2013

RE CASE NO: CV0905820

I, Edward Torres, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is:
581 South Grand Avenue
San Jacinto, California, 92582
Mail Stop #5002.

That on 04/29/2013 at 1020 hours, I securely and conspicuously posted Notice to Correct County Ordinance Violations and Abate Public Nuisance at the property described as:


Property Address: 27854 CALLE DE LEON, ROMOLAND

Assessor's Parcel Number: 327-062-012

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

Executed on April 29, 2013 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT


By: Edward Torres, Code Enforcement Officer

CHAPTER 2

[Division 7, General Business Regulations—Part 1, Licensing for Revenue and Regulation—Chapter 2, Licensing by Counties; Added Stats 1941 ch 61 § 1.]

Section
16100.

Licensing authority

16100.5.

Cafe musicians' exemption

16101.

Peddlers' licenses

16102.

Veterans' exemption

16103.

Wholesale salesmen's exemption

16104.

Sheep licenses

Collateral References:

Witkin Summary (9th ed) Constitutional Law §§ 792 et seq., 877 et seq., Taxation § 264.

Cal Jur 3d Business and Occupation Licenses §§ 15 et seq.

Cal Digest of Official Reports 3d Series, Business and Occupational Licenses §§ 2 et seq.

Am Jur 2d Licenses and Permits §§ 14, 15.

Annotations:

Validity of statutes or ordinances requiring sex-oriented businesses to obtain operating licenses. 8 ALR4th 130.

§ 16100. Licensing authority

The boards of supervisors, in their respective counties, may in the exercise of their police powers, and for the purpose of regulation, as herein provided, and not otherwise, license any kind of business not prohibited by law, transacted and carried on within the limits of their respective jurisdictions, including all shows, exhibitions, and lawful games, and may fix the rate of license fee and provide for its collection by suit or otherwise.

Added Stats 1941 ch 61 § 1.

Historical Derivation:

Former Pol C § 4041.14 1st part, as added by Stats 1929 ch 755 § 15 p 1457, amended Stats 1935 ch 138 § 2 p 488.

Submitted by Richa

5/21/13 Item
(date)

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§ 16102. Vete
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**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: RICHARD WARD

Address: 27859 CALLE DE LEON
(only if follow-up mail response requested)

City: ROMANA **Zip:** 92585

Phone #: 951 616-0902

Date: 5-21 **Agenda #** 9-2

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support **Oppose** **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

Support **Oppose** **Neutral**

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.

require a regulatory license or impose a regulatory license fee with respect to cafe musicians.

"Cafe musician," for the purposes of this section, means any person playing a musical instrument in any place or establishment where food or alcoholic beverages are sold, offered for sale or given away, who is an employee, or independent contractor, of such place or establishment. "Cafe musician" does not include an owner, manager, or operator of such place or establishment.

Added Stats 1969 ch 969 § 2.

Cross References:

Comparable exemption: B & P C § 16000.5.

§ 16101. Peddlers' licenses

The boards of supervisors in their respective counties may for the purpose of revenue license individuals acting as hawkers, itinerant peddlers or itinerant vendors, other than merchants having a fixed place of business in the county, their employees, and farmers selling farm products produced by them.

Added Stats 1941 ch 61 § 1.

Historical Derivation:

Former Pol C § 4041.14, as added by Stats 1929 ch 755 § 15 p 1457, amended by Stats 1935 ch 138 § 2 p 488.

Collateral References:

Cal Jur 3d Business and Occupation Licenses § 17, Itinerant Merchants § 3.

Law Review Articles:

State license tax on itinerant vendors. 2 Cal LR 232.

Attorney General's Opinions:

Right of boards of supervisors to license individuals acting as hawkers, itinerant peddlers or itinerant vendors. 3 Ops Atty Gen 196.

Inapplicability of county ordinance seeking to regulate and license certain businesses, to operations of district agricultural association, or to operations on property of that association, lessees, licensees, concessionaires, etc. 31 Ops Atty Gen 46.

Annotations:

Validity of municipal ordinance prohibiting house-to-house soliciting and peddling without invitation. 35 ALR2d 355.

NOTES OF DECISIONS

The general policy of the state is opposed to the raising of revenue by the collection of direct taxes as a condition precedent to the conduct of business. *Cooper v Michael* (1967, 3rd Dist) 257 Cal App 2d 176, 64 Cal Rptr 842.

§ 16102. Veterans' exemption

Every soldier, sailor or marine of the United States who has received an honorable discharge or a release from active duty under honorable

conditions from such service may hawk, peddle and vend any goods, wares or merchandise owned by him, except spirituous, malt, vinous or other intoxicating liquor, without payment of any license, tax or fee whatsoever, whether municipal, county or State, and the board of supervisors shall issue to such soldier, sailor or marine, without cost, a license therefor.

Added Stats 1941 ch 61 § 1. Amended Stats 1941 ch 646 § 2.

Historical Derivation:

Former Pol C § 4041.14 1st prov as added Stats 1929 ch 755 § 15 p 1457, amended Stats 1935 ch 138 § 2 p 488.

Cross References:

Fee exemption for disabled veteran peddlers licensees: B & P C § 16001.

Collateral References:

Witkin Summary (9th) Taxation § 264.

Cal Jur 3d Business and Occupation Licenses § 39, Itinerant Merchants § 2.

Am Jur 2d Licenses and Permits § 40, Peddlers, Solicitors, and Transient Dealers § 5.

Forms:

Am Jur Pl & Pr Forms (Rev ed) Veterans and Veterans' Laws Forms 31-33, 41, 42.

Attorney General's Opinions:

Statutory exemption to discharged veterans from county license tax for vending of wares as not extending to fee imposed on persons engaged in business of painting or producing signs. 3 Ops Atty Gen 195.

Applicability of section only to counties. 14 Ops Atty Gen 226.

NOTES OF DECISIONS

Under Bus. & Prof. Code, § 16102, exempting honorably discharged veterans from license fees for hawking, peddling and vending, an honorably discharged veteran operating a nut vending business from both a vehicle and fixed stand, was exempt from license fees. The terms "hawk, peddle and vend" in § 16102 are not limited to itinerant sales. The Legislature's failure to take any action with respect to § 16102 since 1941 did not amount to an adoption of a 1944 Attorney General's opinion that the term "vend" could not be interpreted as authorizing one to carry on a regular business in an established or fixed place of business without paying for the license necessary for the conduct of such operation. *Brooks v County of Santa Clara* (1987, 6th Dist) 191 Cal App 3d 750, 236 Cal Rptr 509.

Under Bus. & Prof. Code, § 16102, exempting honorably discharged veterans from license fees

for hawking, peddling, and vending, a veteran operating a nut vending business was exempt from fees imposed by a county under Health & Saf. Code, § 510, authorizing recovery of the expenses of a county health officer by imposition of fees, so long as he otherwise met the requirements of § 16102. *Brooks v County of Santa Clara* (1987, 6th Dist) 191 Cal App 3d 750, 236 Cal Rptr 509.

Under Bus. & Prof. Code, § 16102, exempting honorably discharged veterans from license fees for hawking, peddling and vending, an honorably discharged veteran operating a nut vending business by sales through his son and daughter and possibly through other agents as well, was exempt from license fees. Section 16102 places no limitation whatsoever on the manner in which the veteran may "hawk, peddle and vend" his inventory. *Brooks v County of Santa Clara* (1987, 6th Dist) 191 Cal App 3d 750, 236 Cal Rptr 509.

§ 16103. Wholesale salesmen's exemption

No license fee may be collected from, nor any penalty for the nonpayment thereof enforced against, any commercial traveler whose