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

910B



FROM: TLMA - Code Enforcement Department

June 11, 2013

SUBJECT: Abatement of Public Nuisance [Excess Outside Storage & Accumulated Rubbish]

Case No.: CV12-06001 [ELLIOTT]

Subject Property: 26583 Cortrite Ave., Hemet; APN: 458-290-004

District: 3/3

RECOMMENDED MOTION: Move that:

- 1. The excess outside storage of materials and accumulation of rubbish on the real property located at 26583 Cortrite Ave., Hemet, Riverside County, California, APN: 458-290-004 be declared a public nuisance and a violation of Riverside County Ordinance Nos. 348 and 541.
- 2. Owen Elliott, 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.

Ma Ma

		Muy St		
(Continued)		TRACEYTOWN	NER, Division Ma	nager for
		JUAN PEREZ,	TLMA Director	
FINANCIAL	Current F.Y. Total Cost:	\$ N/A	In Current Year Bud	get: N/A
FINANCIAL	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment	: N/A
DATA	Annual Net County Cost:	\$ N/A	For Fiscal Year:	N/A
SOURCE OF	FUNDS:			Positions To Be Deleted Per A-30
				Requires 4/5 Vote
C.E.O. RECO	OMMENDATION:	APPROVE		
		BY NO	Drawle	
County Exec	cutive Office Signature	Tina Gr	ande()	

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Tavaglione, Stone, Benoit and Ashley

Nays:

None

Absent: Sal None 18 by Sara June 25, 2013 Date:

XC:

reconceptions

Kecia Harper-Ihem

Deputy

Jep't Recomm.: Exec. Ofc.

Policy

Policy

V

Consent

Prev. Agn. Ref.:

District: 3/3

Agenda Number:

Abatement of Public Nuisance Case No.: CV12-06001 [Elliott]

Address: 26583 Cortrite Ave., Hemet

APN# 458-290-004

District: 3/3 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 Senior Code Enforcement Officer Michael Sanders on November 13, 2012.
- 2. A later inspection revealed the 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: clothes, household items, trinkets, boxes, tubs, bins, cardboard, carpet, furniture, books, wood, plastic and rubbish.
- 3. Subsequent follow up inspections of the above-described real property on November 16, 2012, November 21, 2012, November 27, 2012, December 12, 2012, January 2, 2013 and February 26, 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
[EXCESS OUTSIDE STORAGE AND
ACCUMULATED RUBBISH]; APN: 458-290-004,)
26583 CORTRITE AVE., HEMET, COUNTY OF PRIVERSIDE, STATE OF CALIFORNIA; OWEN ELLIOTT, OWNER.

CASE NO. CV 12-06001
DECLARATION OF SENIOR
CODE ENFORCEMENT OFFICER
MICHAEL SANDERS

[RCO Nos. 348 & 541]

- I, Michael Sanders, 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 Senior Code Enforcement Officer. My current official duties as a Senior Code Enforcement Officer include inspecting property for violations and enforcement of the provisions of Riverside County Ordinances.
- 2. On November 13, 2012, I conducted an initial inspection of the real property described as 26583 Cortrite Ave., Hemet, Riverside County, California and further described as Assessor's Parcel Number 458-290-004 (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 Owen Elliott (hereinafter referred to as "OWNER"). A certified copy of the County Equalized Assessment Roll for the year 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 0.47 acres in size and is located within the R-R (Rural Residential) zone. This zone classification and lot size does not allow any excess outside storage or rubbish on THE PROPERTY.
- 4. Based on the Lot Book Report from RZ Title Service dated February 8, 2013, it is determined that other parties may potentially hold a legal interest in THE PROPERTY, to wit: Northwest

Trustee Services, Incorporated, Bank of America, N.A., and Reverse Mortgage Solutions, Inc., NDEx West, LLC and Secretary of Housing and Urban Development (hereinafter referred to as "INTERESTED PARTIES"). Widow Carma Elliott also resides on THE PROPERTY. True and correct copies of the Lot Book Reports are attached hereto and incorporated herein by reference as Exhibit "C."

- 5. On November 13, 2012, I arrived at THE PROPERTY to conduct an initial inspection pursuant to a citizen complaint. I met with Carma Elliott, widow to deceased property owner who granted permission to inspect THE PROPERTY. I entered and observed excess outside storage and accumulated rubbish on THE PROPERTY.
- 6. On November 27, 2012, I returned to THE PROPERTY and was given permission by Carma Elliott to identify and measure the excess outside storage and accumulated rubbish. The outside storage of materials and accumulated rubbish were intermingled and consisted of but was not limited to: clothes, household items, trinkets, tubs, bins, cardboard, carpet, furniture, books, wood, plastic, and rubbish. I measured the area and determined the excess outside storage and accumulated rubbish to be approximately 3,332 square feet.
- 7. As a result of the excess outside storage of materials and accumulated rubbish, THE PROPERTY constituted a public nuisance in violation of the provisions set forth in Riverside County Ordinance ("RCO") Nos. 348 and 541. On November 13, 2012, a Notice of Violation for the excess outside storage of materials and accumulated rubbish was personally served to Carma Elliott.
- 8. On November 29, 2012, a Notice of Violations was mailed to OWNER and INTERESTED PARTIES by certified mail with return receipts requested.
- 9. True and correct copies of each Notice issued in this matter and other supporting documentation are attached here to and incorporated herein by reference as Exhibit "D."
- 10. A site plan and photographs depicting the conditions of THE PROPERTY are attached hereto and incorporated herein by reference as Exhibit "E."
- 11. On November 16, 2012, November 21, 2012, November 27, 2012, December 12, 2012, January 2, 2013 and February 26, 2013, I conducted follow up inspections and observed that THE PROPERTY remained unchanged and in violation of RCO Nos. 348 and 541.
 - 12. Based upon my experience, knowledge and visual observations, it is my determination that

the conditions on THE PROPERTY are dangerous to the neighboring property owners and the general public.

- 13. Furthermore, a recent inspection showed THE PROPERTY remained in violation of RCO Nos. 348 and 541.
- 14. I am informed and believe and based upon said information and belief allege that the OWNER and INTERESTED PARTIES do not have legal authority or permission to store or accumulate the above described materials on THE PROPERTY.
- 15. A Notice of Pendency of Administrative Proceeding was recorded in the Office of the County Recorder, County of Riverside, State of California, on December 27, 2012, as Instrument Number 2012-0631136, a true and correct copy of which is attached hereto and incorporated herein by reference as Exhibit "F."
- 16. A "Notice to Correct County Ordinance Violations and Abate Public Nuisance" providing notification of the Board of Supervisors' hearing as required by RCO No. 725 was mailed to OWNER and INTERESTED PARTIES by U.S.P.S. and was posted on THE PROPERTY. True and correct copies of the notice, together with the proof of service, and the affidavit of posting of notices are attached hereto and incorporated herein by reference as Exhibit "G."
- 17. The removal of all outside storage of materials and accumulated rubbish currently on THE PROPERTY is required to bring THE PROPERTY into compliance with RCO Nos. 348, 541 and the Health and Safety Code. Given the size of the parcel and the zone classification, no amount of outside storage or rubbish is allowed to be stored on THE PROPERTY under RCO Nos. 348 and 541.
 - 18. Accordingly, the following findings and conclusions are recommended:
- (a) the outside storage of materials and accumulated rubbish on THE PROPERTY be deemed and declared a public nuisance; and
- (b) the OWNER or whoever has possession or control of THE PROPERTY be required to remove all outside storage of materials and accumulated rubbish on THE PROPERTY in accordance with the provisions of RCO Nos. 348 and 541.
- (c) that if the materials and rubbish are not removed and disposed of in strict accordance with all Riverside County Ordinances, including but not limited to RCO Nos. 348 and 541,

1	$oldsymbol{i}$
1	within ninety (90) days of the date of the Order to Abate Nuisance, the outside storage of materials and
2	accumulated rubbish may be abated and disposed of by representatives of the Riverside County Code
3	Enforcement Department, a contractor or the Sheriff's Department upon receipt of an owner's consent or
4	a Court Order when necessary under applicable law.
5	(d) that reasonable costs of abatement, after notice and opportunity for hearing, shall be
6	imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE
7	PROPERTY pursuant to Government Code Section 25845 and RCO Nos. 348 and 725.
8	I declare under penalty of perjury under the laws of the State of California that the
9	foregoing is true and correct.
10	Executed this 23 day of MAY, 2013, at MURLIETA, California.
11	
12	mud Ch
13	MICHAEL SANDERS Senior Code Enforcement Officer
14	Code Enforcement Department
15	
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28	

Exhibit A

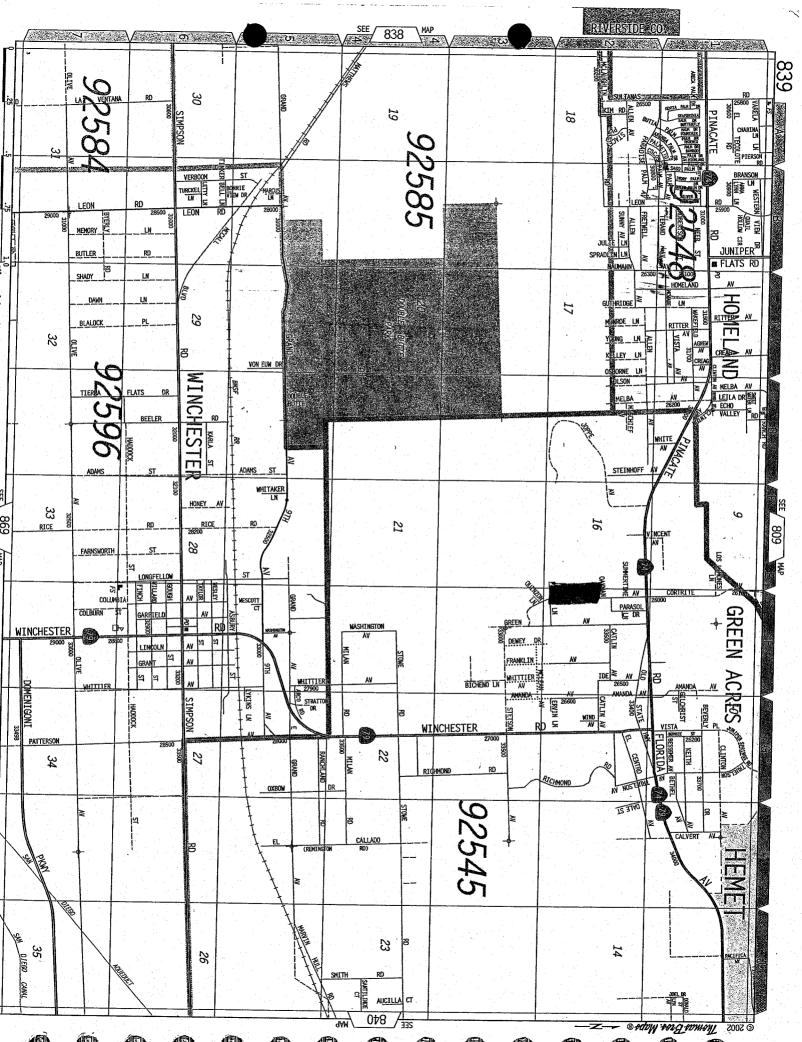


Exhibit B

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

Assessment #458290004	-6	Parcel # 458290004-6	
Assessee:	ELLIOTT OWEN	Land	14,000
Mail Address:	26583 CORTRITE AVE	Structure	31,000
City, State Zip:	HEMET CA 92545	Full Value	45,000
Real Property Use Code:	MF	Homeowners' Exemption	7,000
Base Year	2006	Total Net	38,000
Conveyance Number:	0453702		•
Conveyance (mm/yy):	8/2008		
PUI:	M020012	View Parcel Map	
TRA:	89-050		
Taxability Code:	0-00		
Assessment Description:	BARRINGTON,FLEETWOOD 1980		
ID Data:	Lot 29 MB 013/041 PERRIS VALLEY AC		
Situs Address:	26583 CORTRITE AVE HEMET CA 92545		

CV1206001



Selected parcel(s): 458-290-004

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

<u>APNs</u> 458-290-004-6

OWNER NAME / ADDRESS

OWEN ELLIOTT 26583 CORTRITE AVE HEMET, CA. 92545

MAILING ADDRESS (SEE OWNER)

(SEE OWNER) 26583 CORTRITE AVE HEMET CA. 92545



RECORDED BOOK/PAGE: MB 13/41 SUBDIVISION NAME: PERRIS VALLEY AC LOT/PARCEL: 29, BLOCK: P , Por.TRACT NUMBER: NOT AVAILABLE

LOT SIZE

RECORDED LOT SIZE IS 0.47 ACRES

PROPERTY CHARACTERISTICS

WOOD FRAME, 1152 SQFT., 2 BDRM/ 2 BATH, 1 STORY, CONST'D 1980COMPOSITION, ROOF, CENTRAL HEATING, CENTRAL COOLING

THOMAS BROS. MAPS PAGE/GRID

PAGE: 839 GRID: E2, F2

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)

JEFF STONE, DISTRICT 3

SUPERVISORIAL DISTRICT (2001 BOUNDARIES)

JEFF STONE, DISTRICT 3

TOWNSHIP/RANGE

T5SR2W SEC 16

ELEVATION RANGE

1592/1596 FEET

PREVIOUS APN

458-060-052

PLANNING

LAND USE DESIGNATIONS

SANTA ROSA ESCARPMENT BOUNDARY

NOT IN THE SANTA ROSA ESCARPMENT BOUNDARY

AREA PLAN (RCIP)
HARVEST VALLEY / WINCHESTER

COMMUNITY ADVISORY COUNCILS

WINCHESTER (MAC)

GENERAL PLAN POLICY OVERLAYS

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

GENERAL PLAN POLICY AREAS

GREEN ACRES POLICY AREA HIGHWAY 79 POLICY AREA

ZONING CLASSIFICATIONS (ORD. 348)

ZONING DISTRICTS AND ZONING AREAS

HOMELAND AREA

ZONING OVERLAYS

NOT IN A ZONING OVERLAY

HISTORIC PRESERVATION DISTRICTS

NOT IN AN HISTORIC PRESERVATION DISTRICT

NOT WITHIN A SPECIFIC PLAN

AGRICULTURAL PRESERVE NOT IN AN AGRICULTURAL PRESERVE

REDEVELOPMENT AREAS PROJECT AREA NAME: MCPA SUBAREA NAME: HOMELAND/GREEN ACRES **AMENDMENT NUMBER: 1** ADOPTION DATE: MAY, 11, 1999

ACREAGE: 1260 ACRES

AIRPORT INFLUENCE AREAS NOT IN AN AIRPORT INFLUENCE AREA

AIRPORT COMPATIBLITY ZONES NOT IN AN AIRPORT COMPATIBILTY 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)

VEGETATION (2005) DEVELOPED/DISTURBED LAND

FIRE

HIGH FIRE AREA (ORD. 787)

IN HIGH FIRE AREA - Grading And Building Permit Applications Require Fire Dept Clearance Prior To Permit Issuance.

FIRE RESPONSIBLITY AREA STATE 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. SAN JACINTO

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

ROAD BOOK PAGE

104A

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

GREEN ACRES

COUNTY SERVICE AREA

IN OR PARTIALLY WITHIN HOMELAND #80 -STREET LIGHTING

LIGHTING (ORD. 655)

ZONE B, 29.08 MILES FROM MT. PALOMAR OBSERVATORY

2000 CENSUS TRACT

042723

FARMLAND

URBAN-BUILT UP LAND

089050

- **•COUNTY FREE LIBRARY**
- •COUNTY SERVICE AREA 80 *
 •COUNTY STRUCTURE FIRE PROTECTION
- **•COUNTY WASTE RESOURCE MGMT DIST**
- •CSA 146
- •CSA 140
 •CSA 152
 •EASTERN MUN WATER IMP DIST 2
 •EASTERN MUNICIPAL WATER
- •ERAF RDV
- •FLOOD CONTROL ADMINISTRATION
- •FLOOD CONTROL ZONE 4
- •GENERAL
- •GENERAL PURPOSE
- •METRO WATER EAST 1301999
- **•MT SAN JACINTO JUNIOR COLLEGE**
- *MT SAN JACINTO JUNIOR COLLEGE
 PERRIS AREA ELEM SCHOOL FUND
 PERRIS JR HIGH AREA FUND
 PERRIS UNION HIGH SCHOOL
 PERRIS VALLEY CEMETERY

- •PROJECT 3-HOMELAND 2000 AB1290
- •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
CV1206001	ABATEMENT	Nov. 13, 2012

BUILDING PERMITS

Case #	Description	Status
124276	MOBILE HOME INSTALLATION	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017
124279	MH SITE PREP - REPLACEMENT	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017
126896	MH SITE PREP	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017
271759	RELOCATE 2 AWNS&1 PORCH TO MH	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017
326905	DEMO SEPTIC/CONNECT TO SEWER	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017
BMR080687	PERMANENT FOUNDATION TO EXISTING MOBILE HOME	FINAL
BXX064200	RETAINING WALL - COUNTY STANDARD	FINAL
BXX064201	NOT AVAILABLE	VOID
BZ202142	TRAILER HOOKUP	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017
BZ331139	AWNING TO M/H	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017

ENVIRONMENTAL HEALTH PERMITS

Case #	Description	Status
NO ENVIRONMENTAL PERMITS		NOT APPLICABLE

PLANNING PERMITS

Case #	Description	Status
NO PLANNING PERMITS	NOT APPLICABLE	NOT APPLICABLE

REPORT PRINTED ON...Thu Dec 13 10:15:08 2012 Version 121101

Exhibit C



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

Lot Book Report

Order Number

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

County Name: Riverside

Report: \$120.00

FEE(s):

28129

Customer:

RIVERSIDE COUNTY TLMA-CODE INFORCEMENT

4080 Lemon Street

Riverside

CA 92501

Attn:

Brent Steele

Reference:

CV12-06001 / Michael Sanders

IN RE:

ELLIOTT, OWEN

Property Address: 26583 Cortrite Avenue

Hemet

CA 92545

Assessor's Parcel No.: 458-290-004-6

Assessments:

Land Value:

\$14,000.00

Improvement Value:

\$31,000.00

Exemption Value:

\$7,000.00

Total Value:

\$38,000.00

Tax Information

Property Taxes for the Fiscal Year

2012-2013

First Installment

\$395.19

Penalty

\$0.00

Status

PAID (PAID THRU 01/31/2013)

Second Installment

\$395.19

Penalty

\$0.00

Status

OPEN NOT-PAID (DUE DATE 04/10/2013)



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

Order Number: 28129

Reference: CV12-06001 / Mic

Property Vesting

The last recorded document transferring title of said

property

Dated 08/11/2008

Recorded 08/18/2008

Document No. 2008-0453702

D.T.T. \$0.00

Grantor Owen Elliott, a widower

Grantee Owen Elliott, a married man as his sole and separate

property

Deeds of Trust

Position No. 1st

A Line of Credit Deed of Trust Dated 08/12/2008

Recorded 08/18/2008

Document No. 2008-0453704

Amount \$172,500.00

Trustor Owen Elliott, a married man as his sole and separate

property

Trustee Northwest Trustee Services, Inc.

Beneficiary Bank of American, N.A., a National Banking Association

Assignment Dated 03/27/2012

Recorded 08/10/2012

Document No. 2012-0381799

Assigned to Reverse Mortgage Solutions, Inc.

Notice of Default Recorded 10/05/2012

Document No. 2012-0478802

Substitution of Trustee Recorded 10/16/2012

Document No. 2012-0493729



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

Order Number: 28129

Reference: CV12-06001 / Mic

Trustee NDEx West, L.L.C.

Notice of Trustee's Sale Recorded 01/09/2013

Document No. 2013-0013802

Date of Sale 02/01/2013

Position No. 2nd

A Line of Credit Deed of Trust Dated 08/12/2008

Recorded 08/18/2008

Document No. 2008-0453705

Amount \$172,500.00

Trustor Owen Elliott, a married man as his sole and separate

property

Trustee Senior Official with responsibility for Single Family

Mortgage Insurance Programs in the Department of

Housing and Urban Development

Beneficiary Secretary of Housing and Urban Development

Additional Information

Document Type Notice of Manufactured Home

Document No. 2008-0434069

Recorded 08/07/2008

A Notice of Administrative Proceedings by the County of Riverside Department of Code Enforcement

City of Murrieta

County of Riverside

Recorded 12/27/2012

Document No. 2012-0631136

Legal Description

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

THE WESTERLY 120.00 FEET OF THE EASTERLY 240.00 FEET OF LOT 29 IN BLOCK 3 OF PERRIS VALLEY ACRES, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13 PAGES 41, 42 AND 43 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Southland Title Corporation
Southland Title Corporation
Southland Title
Main tey Statements to:
AND WHEN RECORDED MAIL TO:

Mr. Owen Elliott P.O. Box 2177 Homeland, CA 92548 DOC # 2008-0453702 08/18/2008 08:000 Fee:45.00

Page 1 of 3
Recorded in Official Records
County of Riverside
Larry W. Ward

Assessor, County Clerk & Recorder

00

S R U PAGE SIZE DA MISC LONG RFD COPY

M A L 465 426 PCOR NCOP (SMF) NCHG EXAM

T: CTY UNI

Escrow No.: 3278-TTC

TRA 069-050

Title Order No.: 68621091

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS SNONE

[X] 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 [X] City of Hemet AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Owen Elliott, a widower

hereby GRANT(s) to:

Owen Elliott, a married man as his sole and separate property

the real property in the City of Hemet, County of Riverside, State of California, described as: LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF Also Known as: 26583 Cortrite Avenue, Hemet, CA 92545 AP#: 458-290-004-6

DATED August 11, 2008
STATE OF CAMPORNIA
COUNTY OF KILLY SICL

On AUGUST DO F
before Me, Taylor & Chardlas Nittang Public,
A Notary Public Irland for said State personally appeared
ONLY FILLS FI

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (stare subscribed to the within instrument and acknowledged to me that he stell 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.

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

Commission # 1742967
Notary Public - California
Riverside County
MyComm. BetmsApr 30, 2011

17429697 Exp apr 30,2011

Signature (Seal)
MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:

Public Record

ILLEGIBLE NOTARY SEAL DECLARATION GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT WHICH THIS STATEMENT IS ATTACHED, READS AS FOLLOW:

COUNTY WHERE BOND IS FILED:
PLACE OF EXECUTION OF THE DECLARATION: SAN BERNARDINO DATE: 17/12/11
DATE: 8/13/U F
17/1261.7
COMMISSION NUMBER: 174346 /
SOUTHLAND TITLE
LUCIA ORNELAS TITLE ASSISTANT

Public Record

Order: Non-Order Search Doc: RV:2008 00453702

File No: 68621091

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 1:

The Westerly 120.00 Feet of the Easterly 240.00 Feet of Lot 29 in Block 3 of Perris Valley Acres, in the County of Riverside, State of California, as shown by map on file in Book 13 pages 41. 42 and 43 inclusive of maps, in the Office of the County Recorder of said County.

Parcel 2:

A non-exclusive easement for ingress and egress, road and public utility purposes over and across the Southerly 50.00 feet of the Easterly 480.00 Feet of Lot 29 in Block 3 of Perris Valley Acres County of Riverside State of California, as shown by Map on File in Book 13, Pages 41, 42 and 43 inclusive of Maps, in the Office of the County Recorder of said County.

Except that portion thereof lying within Parcel 1 above

Except any mobile home or manufactured housing unit and appurtenances, if any, located on said land.

Public Record

Order: Non-Order Search Doc: RV:2008 00453702

Southland Title Corporation

When Recorded Mail To: BANK OF AMERICA, N.A. 11120 NE 33RD PLACE, SUITE 200 BELLEVUE, WA 98004

Prepared By: Bank of America, N.A. 11120 NE 33rd Place, Suite 200 Bellevue, WA 98004 DOC # 2008-0453704 08/18/2008 08:00A Fee: 47.00

Page 1 of 13
Recorded in Official Records
County of Riverside
Larry W. Ward



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State of California

FHA Case Number:048-4774233-952 Application Number:4533679 Loan Servicing Number:68241000476199

ADJUSTABLE RATE HOME EQUITY CONVERSION DEED OF TRUST THIS DEED OF TRUST SECURES A REVERSE MORTGAGE LOAN

THIS DEED OF TRUST ("Security Instrument") is made on August 12, 2008 ("Date"). The trustor is: Owen Elliott, A Married Man As his sole and separate property whose address is: 26583 Cortrite Avenue Hemet , CA 92545 ("Borrower"). The trustee is: Northwest Trustee Services, Inc, 3535 Factoria Blvd SE #220 Bellevue, WA 98009 ("Trustee"). The beneficiary is: BANK OF AMERICA, N.A., A NATIONAL BANKING ASSOCIATION which is organized and existing under the laws of THE UNITED STATES, and whose address is: 100 North Tryon Street, Charlotte, NC 28255 ("Lender"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at a rate subject to adjustment, and all renewals, extensions and modifications of the Note, up to a maximum principal amount of ONE HUNDRED SEVENTY TWO THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (U.S. \$172,500.00); (b) the payment of all other sums, with interest, advanced under paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including amounts described in (a), (b), and (c) above, if not paid earlier, is due and payable on March 21, 2078. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in RIVERSIDE County, California:

Legal description attached hereto as Exhibit A and by this reference made a part hereof. APN #458-290-004-6

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(1)

which has the address of: 26583 Cortrite Avenue Hemet, CA 92545 ("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered. 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

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

- Payment of Principal and Interest. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.
- Payment of Property Charges. Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.
- Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in

force shall pass to the purchaser.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

- 6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.
- 7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation, or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary

on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

- 8. Fees. Lender may collect fees and charges authorized by the Secretary.
- 9. Grounds for Acceleration of Debt.
 - (a) Due and Payable. Lender may require immediate payment-in-full of all sums secured by this Security Instrument if:
 - A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
 - (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate, (or retaining a beneficial interest in a trust with such an interest in the Property).
 - (b) Due and Payable with Secretary Approval, Lender may require immediate payment-in-full of all sums secured by this Security Instrument, upon approval of the Secretary, if:
 - (i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or
 - (ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
 - (iii) An obligation of the Borrower under this Security Instrument is not performed.
 - (c) Notice to Lender. Borrower shall notify Lender whenever any of the events listed in this Paragraph 9 (a)(ii) and (b) occur.
 - (d) Notice to Secretary and Borrower. Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under Paragraph 9 (a)(ii) and (b). Lender shall not have the right to commence foreclosure until Borrower has had 30 days after notice to either:
 - (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
 - (ii) Pay the balance in full; or
 - (iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or
 - (iv) Provide the Lender with a deed-in-lieu of foreclosure.
 - (e) Trusts. Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a

Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

- (f) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within 8 MONTHS from the date hereof, Lender may, at its option, require immediate payment-in-full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 8 MONTHS from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.
- 10. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.
- 11. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment-in-full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment-in-full. Foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment-in-full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (lii) reinstatement will adversely affect the priority of the Security Instrument.

12. Lien Status.

(a) Modification. Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 13(a) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

- (b) Tax Deferral Programs. Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.
- (c) Prior Liens. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one more of the actions set forth above within 10 days of the giving of notice.

13. Relationship to Second Security Instrument.

- (a) Second Security Instrument. In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and a Second Security Instrument on the Property.
- (b) Relationship of First and Second Security Instruments. Payments made by the Secretary shall not be included in the debt under the Note unless:
 - (i) This Security Instrument is assigned to the Secretary; or
 - (ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the Note.

- (c) Effect on Borrower. Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:
 - (i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 19 to Lender or a receiver of the Property, until the Secretary has required payment-in-full of all outstanding principal and accrued interest under the Second Note; or
 - (ii) Be obligated to pay interest or shared appreciation under the Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note.
- (d) No Duty of the Secretary. The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 13.

- 14. Forbearance by Lender Not a Walver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 15. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.
- 16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.
- 17. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- 18. Borrower's Copy. Borrower shall be given one conformed copy of the Note and this Security Instrument.

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

19. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

20. Foreclosure Procedure. If Lender requires immediate payment-in-full under Paragraph 9, Lender may invoke the power of sale and any other remedies provided in this Paragraph 20, including, but not limited to, reasonable attorney's fees and costs of title evidence.

Lender may bring sult in any court of competent jurisdiction to foreclose the lien of this Security Instrument judicially and/or obtain judgment on the Note which it secures. Any election by Lender to Invoke the power of sale provisions of this Paragraph 20 shall not be considered a final and binding election of remedies that would preclude such a judicial foreclosure, until conclusion of the sale of the Property by the Trustee as described in this Paragraph 20.

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.

- 21. Lien Priority. The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.
- 22. Adjustable Rate Feature. Under the Note, the initial stated interest rate of 3.73% which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board in Statistical Release H.15 (519) ("Index") plus a margin. If the Index is no longer available, Lender will use as a new Index any index prescribed by the Secretary, Lender will give Borrower notice of the new Index.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on the first day of November 2008, and on [] that day of each

Mortgage :	Cadence	inc. 🗣	0327	02/0

succeeding year the [X] first day of each succeeding month ("Change Date") until the loan is repaid in full.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index. The sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

[] Annually Adjusting Variable Rate Feature. The Calculated Interest Rate cannot be more than 2.0% higher or lower than the Existing Interest Rate, nor can it be more than 5.0% higher or lower than the Initial Interest Rate.

[X] Monthly Adjusting Variable Rate Feature. The Calculated Interest Rate will never increase above Thirteen and 73/100's percent (13.73%).

The Calculated Interest Rate will be adjusted if necessary to comply with these rate limitation(s) and will be in effect until the next Change Date. At any Change Date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

- 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 and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.
- 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. Request for Notices. Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.
- 26. 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.
- 27. Obligatory Loan Advances. Lender's responsibility to make Loan Advances under the terms of the Loan Agreement, including Loan Advances of principal to Borrower as well as Loan Advances of interest, MIP, Servicing Fees, and other charges shall be obligatory.

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28.	recordedtogether with this Security Insincorporated into and shall amend and	If one or more riders are executed by Borrower and strument, the covenants of each such rider shall be supplement the covenants and agreements of this are a part of this Security Instrument. [Check applicable
	[] Condominium Rider	[] Planned Unit Development Rider
	[] Shared Appreciation Rider	[] Other

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(10)

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to him at the address of the Borrower set forth above. A copy of any Notice of Default and any Notice of sale will be sent only to the address contained in this recorded request. If the Borrower's address changes, a new request must be recorded.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any older(s) executed by Borrower and recorded with it. Space Below This Line For Acknowledgment State of California County Kivers before Me. The Chandler Wham Public personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)(s) are subscribed to the within instrument and acknowledged to me that negative/they executed the same in his/her/their authorized capacity(jee), and that byhis/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 sea Signature \ NOTARY MUST PRINT OR TYPE This must be printed or typed in a manner that is photographically reproducible (GC27201.5) Name of the notary: 1044 p.apr.36,2011 County of notary's principle place of business: Notary's phone number: <u>Q51-5</u> Notary's registration number: Commission expiration date : (11)

Public Record

Order: Non-Order Search Doc: RV:2008 00453704

ILLEGIBLE NOTARY SEAL DECLARATION GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT WHICH THIS STATEMENT IS ATTACHED. READS AS FOLLOW:

NAME OF NOTARY: Tauler F. Chaneller	
COUNTY WHERE BOND IS FILED: NIVERS (ELL	
DATE COMMISSION EXPIRES: 4 30 U	
PLACE OF EXECUTION OF THE DECLARATION: SAN BERNARDINO	
COMMISSION NUMBER: 1742947	
SOUTHLAND TITLE LUCIA/ORNELAS TITLE ASSISTANT	

File No: 68621091

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 1:

The Westerly 120.00 Feet of the Easterly 240.00 Feet of Lot 29 in Block 3 of Perris Valley Acres, in the County of Riverside, State of California, as shown by map on file in Book 13 pages 41. 42 and 43 inclusive of maps, in the Office of the County Recorder of said County.

Parcel 2:

Order: Non-Order Search Doc: RV:2008 00453704

A non-exclusive easement for ingress and egress, road and public utility purposes over and across the Southerly 50.00 feet of the Easterly 480.00 Feet of Lot 29 in Block 3 of Perris Valley Acres County of Riverside State of California, as shown by Map on File in Book 13, Pages 41, 42 and 43 inclusive of Maps, in the Office of the County Recorder of sald County.

Except that portion thereof lying within Parcel 1 above

Except any mobile home or manufactured housing unit and appurtenances, if any, located on said land.

Public Record

20120191200233

Recording Requested By:
Bank of America
Prepared By: Diana De Avila
450 E. Boundary St.
Chapin, SC 29036
888-603-9011
When recorded mail to:
Reverse Mortgage Solutions, Inc.
2727 Spring Creek Drive
Spring, TX 77373

DocID#

3766824100047619912232

Property Address:

26583 CORTRITE AVENUE

HEMET, CA 92545

CA0-ADT 18001045

3/27/2012

DOC # 2012-0381799

08/10/2012 04:08 PM Fees: \$18.00

Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward

Assessor, County Clerk & Recorder

This document was electronically submitted to the County of Riverside for recording Receipted by: MABRERA

This space for Recorder's use

120191212

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 190 QUEEN ANNE, NORTH SUITE 100 SEATTLE, WA 98109 does hereby grant, sell, assign, transfer and convey unto REVERSE MORTGAGE SOLUTIONS, INC., whose address is 2727 SPRING CREEK DRIVE, SPRING, TX 77373 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:

BANK OF AMERICA, N.A., A NATIONAL BANKING ASSOCIATION

Original Borrower(s):

OWEN ELLIOTT, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

Original Trustee:

NORTHWEST TRUSTEE SERVICES, INC.

Date of Deed of Trust:

8/12/2008

Original Loan Amount: \$172,500.00

Recorded in Riverside County, CA on: 8/18/2008, book N/A, page N/A and instrument number 2008-0453704

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on MAR 2 7 2012

BANK OF AMERICA, N.A.

President

State of California County of Ventura

__ MAR 2 7 2012

_ before me,

Navid Paktan

, Notary Public, personally appeared

, 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.

Notary Public:

Navid Paktan

My Commission Expires:

NAVID PAKTAN
Commission # 1837714
Notary Public - California
Santa Clara County
My Comm. Expires Mar 11, 201

.

Public Record

Order: Non-Order Search Doc: RV:2012 00381799

Recording requested by: LSI Title Company

When Recorded Mail To: NDEx West, L.L.C. 15000 Surveyor Boulevard, Suite 500 Addison, Texas 75001-9013

APN #: 458-290-004-6
Property Address:
26583 CORTRITE AVENUE
HEMET, CALIFORNIA 92545



DFF20120191200233

DOC # 2012-0478802

10/05/2012 04:49 PM Fees: \$24.00 Page 1 of 3 Recorded in Official Records County of Riverside Larry W. Ward Assessor, County Clerk & Recorder

This document was electronically submitted to the County of Riverside for recording
Receipted by: AGONZALEZ

Space above this line for Recorder's use only

Trustee Sale No.: 20120191200233

Title Order No.: 120191212

IMPORTANT NOTICE NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

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 \$97,330.61 as of 10/04/2012 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 of 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).

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

FCUS_NoticeOfDefault.rpt - Record - (10/17/2011) - Ver-33

Page 1 of 3

Public Record

Order: Non-Order Search Doc: RV:2012 00478802

IMPORTANT NOTICE NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

Trustee Sale No.: 20120191200233

Title Order No.: 120191212

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:

REVERSE MORTGAGE SOLUTIONS, INC c/o NDEX WEST, LLC 15000 Surveyor Boulevard, Suite 500 Addison, Texas 75001-9013 (866) 795-1852

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: NDEX WEST, LLC is the original Trustee, duly appointed Substituted Trustee, or acting as Agent for the Trustee or Beneficiary under a Deed of Trust dated 08/12/2008, executed by OWEN ELLIOTT, as Trustor, to secure obligations in favor of BANK OF AMERICA, N.A., A NATIONAL BANKING ASSOCIATION, as Beneficiary Recorded on 08/18/2008 as Instrument No. 2008-0453704 of official records in the Office of the Recorder of RIVERSIDE County, California, as more fully described on said Deed of Trust. Including a Note(s)/ Unconditional Guaranty which had a principal amount of \$172,500.00 that the beneficial interest under said Deed of Trust and the obligations secured thereby are presently held by the Beneficiary; that a breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the payment has not been made of:

THE FAILURE TO PAY THE ENTIRE UNPAID PRINCIPAL BALANCE PLUS ACCRUED INTEREST THEREON WHICH BECAME IMMEDIATELY DUE AND PAYABLE WHEN BORROWER DIED AND THE PROPERTY CEASED TO BE THE PRINCIPAL RESIDENCE OF ANY SURVIVING BORROWER.

NOTHING IN THIS NOTICE SHALL BE CONSTRUED AS A WAIVER OF ANY FEES OWING TO THE BENEFICIARY UNDER THE DEED OF TRUST, PURSUANT TO THE TERMS OF THE LOAN DOCUMENTS.

FCUS_NoticeOfDefault.rpt - Record - (10/17/2011) - Ver-33

Page 2 of 3

DOC # 2012-0478802 Page 2 of 3 10/05/2012 04:49 PM

Public Record

IMPORTANT NOTICE NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

Trustee Sale No.: 20120191200233

Title Order No.: 120191212

That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said agent, a written Declaration of Default and Demand for same, and has deposited with said agent 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.

DATED: 10/04/2012

NDEX WEST, LLC as Agent for Beneficiary

By:

Rachel Silverman

FCUS_NoticeOfDefault.rpt - Record - (10/17/2011) - Ver-33

Page 3 of 3

DOC # 2012-0478802 Page 3 of 3 10/05/2012 04:49 PM

Public Record

Order: Non-Order Search Doc: RV:2012 00478802

Recording requested by: LSI Title Company

When Recorded Mail To: NDEx West, L.L.C. 15000 Surveyor Boulevard, Suite 500 Addison, Texas 75001-9013

APN #: 458-290-004-6
Property Address:
26583 CORTRITE AVENUE
HEMET, CALIFORNIA 92545

SUB2012019120 0233 DOC # 2012-0493729

10/16/2012 01:43 PM Fees: \$24.00 Page 1 of 3 Recorded in Official Records County of Riverside Larry W. Ward Assessor, County Clerk & Recorder

This document was electronically submitted to the County of Riverside for recording Receipted by: YSEGURA

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Trustee Sale No.: 20120191200233 Title Order No.: 120191212

SUBSTITUTION OF TRUSTEE

WHEREAS, OWEN ELLIOTT was the original Trustor, NORTHWEST TRUSTEE SERVICES, INC was the original Trustee, and BANK OF AMERICA, N.A., A NATIONAL BANKING ASSOCIATION was the original Beneficiary Recorded on 08/18/2008 as Instrument No. 2008-0453704 of official records in the Office of the Recorder of Riverside County, California, as more fully described on said Deed of Trust.; and 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 prior Trustee.

NOW, THEREFORE, the undersigned hereby substitutes, NDEx West, L.L.C., WHOSE ADDRESS IS: 15000 Surveyor Boulevard, Suite 500, Addison, Texas 75001-9013, 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: HIGH 21, 2010 State of TEXAS County of HARRIS TO THE COUNTY OF THE COUNTY O	REVERSE MORTGAGE SOLUTIONS, IN MULIDA PLANY, ASSI. &	
on August 21, 2012 before me, personally appeared Mulhate before me, whose name(s) is/are subscribed to the within instrument an authorized capacity(ies), and that by his/her/their signature(sperson(s) acted, executed the instrument.		, Notary Public, wn to me to be the person(s) recuted the same in his/her/their entity upon behalf of which the
WITNESS my hand and official seal) Signature: My commission expires: 9 9 0	RENEE SIEGEL Notary Public, State of Texas My Commission Explies September 09, 2012	

FCUS_SubstituteOfTrustee_M.rpt - 08/12/2010 - Ver 15

Page 1 of 1

NDEx West, L.L.C 15000 Surveyor Boulevard, Suite 500 Addison, Texas 75001-9013

Telephone: (866) 795-1852 Telecopier: (972) 661-7800 DOC # 2012-0493729 Page 2 of 3 10/16/2012 01:43 PM

DECLARATION OF MAILING Cal. Civ. Code § 2934a; Cal. Code of Civ. Pro. § 2015.5

TRUSTEE'S SALE NUMBER:

20120191200233

I, Ric Juarez, the undersigned, a United States Citizen declare that:

I am an employee, over the age of eighteen years, of

NDEx West, L.L.C.,

whose business address is:

15000 Surveyor Boulevard, Suite 500, Addison, Texas 75001-9013

A copy of the attached Substitution of Trustee has been mailed in the manner provided in California Civil Code § 2924b to the trustee then of record and to all persons to whom a copy of the notice of default is required to be mailed in compliance with all requirements of California Civil Code § 2934a.

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

NDEx West, L.L.C.,

(Declaranti

Ric Juarez

OCT 1 1 2012

DATED

SBC20120191200233

ILLEGIBLE NOTARY SEAL DECLARATION

statement is attached reads as follows: Name of Notary		
Notary Identification Number	-	
Vender Identification Number		
State County Where Bond Is Filed	S	
Date Commission Exp September	09,2012	
DATE: 10 , 16, 12	TCS, AS AGEN	T LOA
DATE	Signatu	re
GOVERNMENT C	CODE 27361.7	
I CERTIFY UNDER PENALTY OF PERJURY THAT ORIGINAL MATERIAL CONTAINED IN THE DOCU	THIS MATERIAL IS A	TRUE COPY OF THE
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Public Record

Order: Non-Order Search Doc: RV:2012 00493729

Recording requested by: LSI Title Company

When Recorded Mail To: NDEx West, L.L.C. 15000 Surveyor Boulevard, Suite 500 Addison, Texas 75001-9013 (866) 795-1852

APN #: 458-290-004-6
Property Address:
26583 CORTRITE AVENUE
HEMET, CALIFORNIA 92545



DOC # 2013-0013802

01/09/2013 01:25 PM Fees: \$21.00 Page 1 of 2 Recorded in Official Records County of Riverside Larry W. Ward Assessor, County Clerk & Recorder

This document was electronically submitted to the County of Riverside for recording Receipted by: CGORDON

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Trustee Sale No.: 20120191200233

Title Order No.: 120191212

FHA/VA/PMI No.:

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST, DATED 08/12/2008. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

NDEX WEST, LLC, as duly appointed Trustee under and pursuant to Deed of Trust Recorded on 08/18/2008 as Instrument No. 2008-0453704 of official records in the office of the County Recorder of RIVERSIDE County, State of CALIFORNIA.

EXECUTED BY: OWEN ELLIOTT,

WILL SELL AT PUBLIC AUCTION TO HIGHEST BIDDER FOR CASH, CASHIER'S CHECK/CASH EQUIVALENT or other form of payment authorized by 2924h(b), (payable at time of sale in lawful money of the United States).

DATE OF SALE: PLACE OF SALE: 02/01/2013

TIME OF SALE:

9:00 AM

AT THE FRONT STEPS TO THE ENTRANCE OF THE FORMER CORONA POLICE

DEPARTMENT, AT 849 W. SIXTH STREET CORONA, CA..

STREET ADDRESS and other common designation, if any, of the real property described above is purported to be:

26583 CORTRITE AVENUE, HEMET, CALIFORNIA 92545

APN#:

458-290-004-6

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, under the terms of said Deed of Trust, fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$98,362.74. The beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located.

NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property.

FCUS_NoticeOfTrusteeSale.rpt - Record - 03/06/012 - Ver-31

Page 1 of 2

Public Record

Trustee Sale No.: 20120191200233

Title Order No.: 120191212

FHA/VA/PMI No.:

NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call 714-573-1965 for information regarding the trustee's sale or visit this Internet Web site www.priorityposting.com for information regarding the sale of this property, using the file number assigned to this case 20120191200233. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale.

FOR TRUSTEE SALE INFORMATION PLEASE CALL: PRIORITY POSTING & PUBLISHING, INC. 17501 IRVINE BLVD., SUITE ONE

TUSTIN-CA 92780

714-573-1965 www.priorityposmeg.com NDEX West, L.L.C. MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

BY: Ric Juarez

NDE

Dated: 12/31/2012

FCUS_NoticeOfTrusteeSale.rpt - Record - 03/06/012 - Ver-31

Page 2 of 2

Southland Title Corporation

When Recorded Mail To: BANK OF AMERICA, N.A. 11120 NE 33RD PLACE, SUITE 200 BELLEVUE, WA 98004

BELLEVUE, WA 98004

DOC # 2008-0453705 08/18/2008 08:00R Fee:47.00 Page 1 of 13 Recorded in Official Records County of Riverside Larry W. Ward Assessor, County Clerk & Recorder

Prepared By: Bank of America, N.A. 11120 NE 33rd Place, Suite 200 Bellevue, WA 98004

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State of California

FHA Case Number:048-4774233-952 Application Number:4533679 Loan Servicing Number:68241000476199



ADJUSTABLE RATE HOME EQUITY CONVERSION SECOND DEED OF TRUST THIS DEED OF TRUST SECURES A REVERSE MORTGAGE LOAN

THIS DEED OF TRUST ("Security Instrument" or "Second Security Instrument") is made on August 12, 2008 ("Date"). The trustor is Owen Elliott, A Married Man As his sole and separate property whose address is 26583 Cortrite Avenue Hemet, CA 92545 ("Borrower"). The trustee is Senior Official with responsibility for Single Family Mortgage Insurance Programs in the Department of Housing and Urban Development Field Office with jurisdiction over the property described below, or a designee of that Official ("Trustee"). The beneficiary is the Secretary of Housing and Urban Development, whose address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender" or "Secretary"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Second Note, with interest at a rate subject to adjustment, and all renewals, extensions and modifications of the Second Note, up to a maximum principal amount of ONE HUNDRED SEVENTY TWO THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS Dollars (U.S.\$ 172,500.00); (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Second Note. The full debt, including amounts described in (a), (b), and (c) above, if not paid earlier, is due and payable on March 21, 2078. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described properly located in RIVERSIDE County, California:

Legal description attached hereto as Exhibit A and by this reference made a part hereof. APN

Mortgage Cadence Inc © 0328 (03/06)

(1)

#458-290-004-6

which has the address of: 26583 Cortrite Avenue Hemet, CA 92545 ("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is only encumbered by a First Security Instrument given by Borrower and dated the same date as this Security Instrument ("First Security Instrument"). 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:

- Payment of Principal and Interest. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Second Note.
- 2. Payment of Property Charges. Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement. Lender may require Borrower to pay specified property charges directly to the party owed payment even though Lender pays other property charges as provided in this Paragraph.
- 3. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender, instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under the Second Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Second Note and this Security Instrument shall be paid to the entity legally entitled thereto.

Mortgage Cadence Inc ● 0328 (03/06)

(2)

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument and Borrower (or at least one Borrower, if initially more than one person are Borrowers) and shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

Mortgage Cadence Inc © 0328 (03/06)

- 7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under the Second Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Second Note and this Security Instrument shall be paid to the entity legally entitled thereto.
- 8. Fees. Lender may collect fees and charges authorized by the Secretary for the Home Equity Conversion Mortgage Insurance Program.
- 9. Grounds for Acceleration of Debt.
 - (a) Due and Payable. Lender may require payment-in-full of all sums secured by this Security Instrument if:
 - A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
 - (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate, (or retaining a beneficial interest in a trust with such an interest in the Property); or
 - (iii) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or
 - (iv) For a period of longer than twelve (12) consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
 - (v) An obligation of the Borrower under this Security Instrument is not performed.
 - (b) Notice to Lender. Borrower shall notify the Lender whenever any of the events listed in Paragraph 9(a)(ii)-(v) occur.
 - (c) Notice to Borrower. Lender shall notify Borrower whenever the loan becomes due and payable under Paragraph 9(a)(ii)-(v). Lender shall not have the right to commence foreclosure until Borrower has had 30 days after notice to either:
 - Correct the matter which resulted in the Security Instrument coming due and payable;
 or
 - (ii) Pay the balance in full; or
 - (iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or
 - (iv) Provide the Lender with a deed-in-lieu of foreclosure.

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- (d) Trusts. Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.
- 10. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed.
- 11. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment-in-full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment-in-full. Foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment-in-full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding. (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

12. Lien Status.

- Modification. Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the property is not encumbered by any liens (except the First Security Instrument described in Paragraph 13(a), this Second Security Instrument and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances. Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.
- (b) Tax Deferral Programs. Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.
- (c) Prior Liens. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends

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against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

- 13. Relationship to First Security Instrument.
 - (a) Second Security Instrument. In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and this Second Security Instrument. Borrower also has executed a First Note and First Security Instrument.
 - (b) Relationship of First and Second Security Instruments. Payments made by the Secretary shall not be included in the debt under the First Note unless:
 - (i) The First Security Instrument is assigned to the Secretary; or
 - (ii) The Secretary accepts reimbursement by the holder of the First Note for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments but excluding late charges paid by the Secretary, shall be included in the debt under the First Note.

- (c) Effect on Borrower. Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:
 - (i) Be required to pay amounts owed under the First Note, or pay any rents and revenues of the Property under Paragraph 19 to the holder of the First Note or a receiver of the Property, until the Secretary has required payment-in-full of all outstanding principal and accrued interest under the Second Note; or
 - (ii) Be obligated to pay interest or shared appreciation under the First Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the First Note.
- (d) No Duty of the Secretary. The Secretary has no duty to the holder of the First Note to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though the holder of the First Note may be unable to collect amounts owed under the First Note because of restrictions in this Paragraph 13.
- (e) Restrictions on Enforcement. Notwithstanding anything else in this Security Instrument, the Borrower shall not be obligated to comply with the covenants hereof, and Paragraph 19 shall have no force and effect, whenever there is no outstanding balance under the Second Note.
- 14. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or

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(6)

remedy shall not be a waiver of or preclude the exercise of any right or remedy.

- 15. Successors and Assigns Bound; Joint and Several Liability. Borrower may not assign any rights or obligations under this Security Instrument or the Second Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.
- Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to the Secretary shall be given by first class mail to the HUD Field Office with jurisdiction over the Property or any other address designated by the Secretary. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.
- 17. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Second Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Second Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Second Note are declared to be severable.
- 18. Borrower's Copy. Borrower shall be given one conformed copy of the Second Note and this Security Instrument.

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

19. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not a assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19, except as provided in the First Security Instrument.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

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20. Foreclosure Procedure. If Lender requires immediate payment-in-full under Paragraph 9, Lender may invoke the power of sale and any other remedies provided in this Paragraph 20, including, but not limited to, reasonable attorney's fees and costs of title evidence.

Lender may bring sult in any court of competent jurisdiction to foreclose the lien of this Security Instrument judicially and/or obtain judgment on the Note which it secures. Any election by Lender to invoke the power of sale provisions of this Paragraph 20 shall not be considered a final and binding election of remedies that would preclude such a judicial foreclosure, until conclusion of the sale of the Property by the Trustee as described in this Paragraph 20.

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.

- 21. Lien Priority. The full amount secured by this Security Instrument shall have lien priority subordinate only to the full amount secured by the First Security Instrument.
- 22. Adjustable Rate Feature. Under the Second Note, the initial stated interest rate of 3.73% which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board in Statistical Release H.15 (519) ("Index") plus a margin. If the Index is no longer available, Lender will use as a new Index any index prescribed by the Secretary. Lender will give Borrower notice of the new Index.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on the first day of **November 2008**, and on [] that day of each succeeding year [X] the first day of each succeeding month ("Change Date") until the loan is repaid in full.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate

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will be calculated by adding a margin to the Current Index. The sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

- Annually Adjusting Variable Rate Feature. The Calculated Interest Rate cannot be more than 2.0% higher or lower than the Existing Interest Rate, nor can it be more than 5.0% higher or lower than the Initial Interest Rate.
- [x] Monthly Adjusting Variable Rate Feature. The Calculated Interest Rate will never increase above Thirteen and 73/100's percent (13.73%).

The Calculated Interest Rate will be adjusted if necessary to comply with these rate limitation(s) and will be in effect until the next Change Date. At any Change Date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

- 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 and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.
- 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. Request for Notices. Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.
- 26. 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.
- 27. Obligatory Loan Advances. Lender's responsibility to make Loan Advances under the terms of the Loan Agreement, including Loan Advances of principal to Borrower as well as Loan Advances of interest, MIP, Servicing Fees, and other charges shall be obligatory.

Mortgage Cadence Inc € 0328 (03/06)

(9)

28. Riders to this Security Instrument. If one or more riders are executed by Borrower and record together with this Security Instrument, the covenants of each such rider shall be incorporated if and shall amend and supplement the covenants and agreements of this Security Instrument at the rider(s) were a part of this Security Instrument. [Check applicable box(es).]	nto
F. 3. Condeminium Didas	
[] Condominium Rider [] Planned Unit Development Rider [] Shared Appreciation Rider [] Other	
[] Otto	
The undersigned Borrower requests that a copy of any Notice of Default and any Notice of S under this Security Instrument be mailed to him at the address of the Borrower set forth abo A copy of any Notice of Default and any Notice of sale will be sent only to the address contain in this recorded request. If the Borrower's address changes, a new request must be recorded.	ve. ned
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained	l in
this Security Instrument and in any rider(s) executed by Borrower and recorded with it.	
Borrowers:	
$\Omega = \Omega / \mathbb{Z} / \mathbb{Z}$	
Charles IVI 1941	
Owen Elliott	
Onon Shore	
Mortgage Cadence Inc © 0328 (03/06) (10)	

Order: Non-Order Search Doc: RV:2008 00453705

Space Below This Line For Acknowledgment	
State of California County Liver Side	
On Law 12th 2018 before Me, Rujer F. Chrandler, Noten personally appeared Owen Elliatt	
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)(s/a/e subscribed to the within instrument and acknowledged to me that he she/they executed the same in his/he/r/their authorized capacity(ies), and that byhis/he/r/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)	71
This must be printed or typed in a manner that is photographically reproducible (GC27201.5) Name of the notary: 10ulor f. Unandler	
Notary's principle place of business: LIVEr side Notary's phone number: 45)-551-2253 Notary's registration number: 1742967 Commission expiration date: 49(30) 2011	

Mortgage Cadence Inc © 0328 (03/06)

(11)

Public Record

ILLEGIBLE NOTARY SEAL DECLARATION GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT WHICH THIS STATEMENT IS ATTACHED. READS AS FOLLOW:

To a T Obsailer
NAME OF NOTARY: Tayler F. Chandler
COUNTY WHERE BOND IS FILED: MI VERSILL
DATE COMMISSION EXPIRES: 4/30/11
PLACE OF EXECUTION OF THE DECLARATION: SAN BERNARDINO
DATE: 813/08
COMMISSION NUMBER: 1742907
SOUTHLAND TITLE
LUCIA ORNELAS TITLE ASSISTANT

File No: 68621091

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Parcel 1:

The Westerly 120.00 Feet of the Easterly 240.00 Feet of Lot 29 in Block 3 of Perris Valley Acres, in the County of Riverside, State of California, as shown by map on file in Book 13 pages 41. 42 and 43 Inclusive of maps, in the Office of the County Recorder of said County.

Parcel 2:

A non-exclusive easement for ingress and egress, road and public utility purposes over and across the Southerly 50.00 feet of the Easterly 480.00 Feet of Lot 29 in Block 3 of Perris Valley Acres County of Riverside State of California, as shown by Map on File in Book 13, Pages 41, 42 and 43 inclusive of Maps, in the Office of the County Recorder of said County.

Except that portion thereof lying within Parcel 1 above

Except any mobile home or manufactured housing unit and appurtenances, if any, located on said land.

Public Record

Order: Non-Order Search Doc: RV:2008 00453705

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

STREET ADDRESS P.O. BOX BUS CITY, STATE WILDOWS (A sand ZIP)

DOC # 2008-0434069 08/07/2008 08:000 Fee:12.00 Page 1 of 2 Recorded in Official Records County of Riverside Larry W. Hard Assessor, County Clerk & Recorder



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NOTICE OF MANUFACTURED HOME (MOBILEHOME) OR COMMERCIAL MODULAR INSTALLATION ON A FOUNDATION SYSTEM

Recording of this document at the request of the enforcement agency indicated is in accordance with California Health and Safety Code Section 18551(a). This document is evidence that the enforcement agency has issued a certificate of occupancy for installation of the unit described hereon, upon the real property described with certainty below, as of the date of recording. When recorded, this document shall be indexed by the county recorder to the named owner of the real property and shall be deemed to give constructive notice as to its contents to all persons thereafter dealing with the real property.

-	and Marci Fillet			Riverside County Building & Safety
REAL PROPE	RTY OWNER	5		ENFORCEMENT AGENCY ISSUING PERMIT and CERTIFICATE OF OCCUPANCY
26583	Cortrite Avenue			enforcement agency issuing permit and certificate of occupancy 4080 Lemon Street, 2nd Floor
MAILING ADD Hemet	RESS , Riverside, CA.	92548		MALING ADDRESS Riverside, Riverside, CA. 92501
SAME	COUNTY	STATE	ZP	BUROSO 687 GOD-6100
INSTALLATIO	N MAILING ADDRESS, IF DIFFER	NT		BUILDING PERMIT NO. TELEPHONE NUMBER
CITY SAME	COUNTY	STATE	ZIP	SIGNATURE OF ENFORCEMENT AGENCY OFFICIAL DATE NONE:
UNIT OWNER	(If also property owner, write "SAM	Eγ		DEALER NAME (if not a dealer sale, writs "NONE")
MAILING ADD	RESS	<u> </u>		DEALER LICENSE NO.
CITY	COUNTY	STATE	ZIP	
UNIT DES	SCRIPTION			
FLEET	WOOD		1980	BARRINGTON
MANUFACTU	RER'S NAME		DATE OF MANUFACTU	
CAFL2	<u>AA10091123, CAFL</u>	2BA10092123	48' X 2	4' 184418. 184419
_	90-004		LENGTH X WIDTH LBH6582	inskaniaalabel number(s) N/A
ASSESSOR'S	PARCEL NUMBER		HCD REGISTRATION D	ECAL NUMBER MCO NUMBER
	RTYLEGAL DESCRIPTION hat real propert	y attached i	n the uninc	orporated areas of Riverside County,
State	of California,	described as	Parcel 1.	The westerly 120.00 feet of the Easterly
240.00	0 feet of lot 29	in Block 3	of Perris V	alley Acres, County of Riverside, State
of Ca.	lifornia as show	n by map on	file in Boo	k 13 pages 41, 42, and 43 of Maps, in
	ffice of the Cou			
		-		

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HCD FORM 433(A) Rev 3/2006

WHITE—County Recorder CANARY—HCD PINK—Applicant GOLDENROD—Building Dept.

Public Record

MANUFACTURED HOME (MOBILEHOME) OR COMMERCIAL MODULAR INSTALLATION ON A FOUNDATION SYSTEM

HCD FORM 433(A) Rev 3/2006

The original and three (3) copies of this form are to be completed with all available information at the time a building permit is issued for the installation of a manufactured home (mobilehome) or a commercial modular on a foundation system pursuant to Section 18551(a) of the Health and Safety Code. In addition, the enforcement agency may obtain a title search printout from the Department of Housing and Community Development's (HCD) Registration and Titling Program. The information on the title search should be compared to the information shown on the surrendered HCD Certificate of Title or DMV pink slip(s) and registration card(s). This will ensure that the most recent ownership and registration documents have been submitted to the enforcement agency and that the registered owner owns the manufactured home, mobilehome, or commercial modular free of any liens or encumbrances. Where the title search indicates a recorded legal owner or junior lienholder, or both, evidence should be provided to the enforcement agency that the legal owner or junior lienholder, or both, have been paid in full or that the legal owner or junior lienholder consent to the attachment of the unit upon the satisfaction of their liens by the registered owner. For information on establishing a requestor account for obtaining title search printouts on-line, please call (916) 323-9229 or via the internet: http://www.hcd.ca.gov/codes/rt/.

After the installation has been approved, and on the same day the certificate of occupancy has been issued, the enforcement agency shall record this form (completed in full) with the county recorder's office.

Upon recordation, the enforcement agency shall transmit a recorded copy of this form, a copy of the certificate of occupancy, fees collected in the amount of \$11 per transportable section, and (if unit currently titled as personal property) all applicable titles, certificates, license plates or decals to:

Department of Housing and Community Development Division of Codes and Standards Manufactured Housing Section Post Office Box 31 Sacramento, CA 95812-0031 Call (916) 445-3338 for general information or questions.



2008-0434069 66/67/2668 66:69A

Public Record

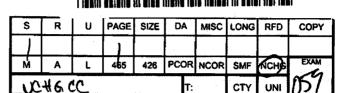
Order: Non-Order Search Doc: RV:2008 00434069

When recorded please mail to:
Riverside County Code Enforcement Department
(District 3 French Valley Office)
37600 Sky Canyon Dr. Ste G #507, Murrieta, CA 92563
Mail Stop No. 5155

DOC # 2012-0631136 12/27/2012 11:22A Fee:NC Page 1 of 1

Recorded in Official Records County of Riverside Larry W. Ward

Assessor, County Clerk & Recorder



NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS

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

ELLIOTT, OWEN

And DOES I through X, owners

Case No.: CV12-06001

M

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: 26583 CORTRITE AVE HEMET, CA 92545

PARCEL#: 458-290-004

LEGAL DESCRIPTION: 0.47 ACRES M/L IN POR LOT 29 BLK 3 MB 013/041 PERRIS VALLEY AC

VIOLATIONS: RCO 348-RCC Title 17.12.040-Excessive Outside Storage RCO 541-RCC Title 8.120.010-Accumulated Rubbish

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 <u>California Revenue and Taxation Code</u>, 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

Date: December 19, 2012

Brian Black, Code Enforcement Department

ACKNOWLEDGEMENT

State of California)
County of Riverside)

On 2/20/2012 before me, Elizabeth B. Ross, Notary Public, personally appeared Brian Black 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 scal.

Compission # 1838743 Comm. Expires March 12, 2013

ELIZABETH B. ROSS
Commission # 1838743
Notary Public - California
Riverside County
My Comm. Expires Mar 12, 201:

Public Record

Order: Non-Order Search Doc: RV:2012 00631136

Exhibit D



FIELD NOTICE OF VIOLATION

November 13, 2012

OWEN ELLIOTT 26583 CORTRITE AVE HEMET, CA 92545

RE CASE NO: CV1206001 at 26583 CORTRITE AVE, in the community of HEMET, California, Assessor's Parcel Number 458-290-004

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 26583 CORTRITE AVE, in the community of HEMET California, Assessor's Parcel Number 458-290-004, is in violation of Section(s) RCC Section No. 5.28.040 (Ord. 593), 8.120.010 (Ord. 541), 17.12.040 (Ord. 348), of the Riverside County Code.

Said violation is described as:

1) 5.28.040 (Ord. 593) - Limit of three (3) yard sale events, not over 3 consecutive days, per year.

Control of Augustical Augustical Control of Control of

2) 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.

3) 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) Allowed three yard sales per year. 1st yard sale verified on 11/13/12. Cease yard sales after allotted use.
- 2) Remove all rubbish and dispose of it in an approved, legal landfill.
- 3) Remove or reduce all outside storage to zero. None allowed based on zone and lot size.

COMPLIANCE MUST BE COMPLETED BY November 28, 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 Signed The Property Owner	Print: ARMENIO Date: 11-13-12
(Please SIGN your name here)	(Please PRINT your name here)
CDL/CID#:	DOB: 4-1-58 Daytime Phone #: 2/5/- 367-6/1/

CODE ENFORCEMENT DEPARTMENT



PROOF OF PERSONAL SERVICE

Case No.: CV1206001

I, Michael Sanders, the undersigned, hereby declare:

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

County of Riverside
Code Enforcement Department
37600 Sky Canyon Dr., Ste. G # 507
Murrieta, CA. 92563

2. That on November 13, 2012, at 11:16 AM, I served the following document a Field Notice of Violation, by placing a true copy thereof in the hand of Carma Elliot, identified by CDL at the following address:

Property Address: 26583 Cortrite Ave., Hernet, CA 92544

Assessor's Parcel Number: 458-290-004

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

Executed on April 16, 2013, at Murrieta, California.

CODE ENFORCEMENT DEPARTMENT

Michael Sanders

Senior Code Enforcement Officer



NOTICE OF VIOLATION

November 28, 2012

OWEN ELLIOTT 26583 CORTRITE AVE HEMET, CA 92545

RE CASE NO: CV1206001 at 26583 CORTRITE AVE, in the community of HEMET, California, Assessor's Parcel Number 458-290-004

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 26583 CORTRITE AVE, in the community of HEMET California, Assessor's Parcel Number 458-290-004, is in violation of Section(s) RCC Section No. 5.28.040 (Ord. 593), 8.120.010 (Ord. 541), 17.12.040 (Ord. 348), of the Riverside County Code.

Said violation is described as:

- 1) 5.28.040 (Ord. 593) Limit of three (3) yard sale events, not over 3 consecutive days, per year.
- 2) 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.
- 3) 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) Allowed three yard sales per year. 1st yard sale verified on 11/13/12. Cease yard sales after allotted use.
- 2) Remove all rubbish and dispose of it in an approved, legal landfill.
- 3) Remove or reduce all outside storage to zero. None allowed based on zone and lot size.

COMPLIANCE MUST BE COMPLETED BY December 13, 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 \$119.00 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



NOTICE OF VIOLATION

November 28, 2012

CARMA ELLIOTT 26583 CORTRITE AVE HEMET, CA 92545

RE CASE NO: CV1206001 at 26583 CORTRITE AVE, in the community of HEMET, California, Assessor's Parcel Number 458-290-004

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 26583 CORTRITE AVE, in the community of HEMET California, Assessor's Parcel Number 458-290-004, is in violation of Section(s) RCC Section No. 5.28.040 (Ord. 593), 8.120.010 (Ord. 541), 17.12.040 (Ord. 348), of the Riverside County Code.

Said violation is described as:

- 1) 5.28.040 (Ord. 593) Limit of three (3) yard sale events, not over 3 consecutive days, per year.
- 2) 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.
- 3) 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:

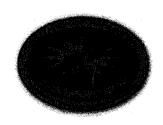
- 1) Allowed three yard sales per year. 1st yard sale verified on 11/13/12. Cease yard sales after allotted use.
- 2) Remove all rubbish and dispose of it in an approved, legal landfill.
- 3) Remove or reduce all outside storage to zero. None allowed based on zone and lot size.

COMPLIANCE MUST BE COMPLETED BY December 13, 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 \$119.00 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



NOTICE OF VIOLATION

November 28, 2012

Reverse Mortgage Solutions, Inc C/O NDEx West LLC 15000 Surveyor Blvd., Ste. 500 Addison, TX 75001-9013

RE CASE NO: CV1206001 at 26583 CORTRITE AVE, in the community of HEMET, California, Assessor's Parcel Number 458-290-004

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 26583 CORTRITE AVE, in the community of HEMET California, Assessor's Parcel Number 458-290-004, is in violation of Section(s) RCC Section No. 5.28.040 (Ord. 593), 8.120.010 (Ord. 541), 17.12.040 (Ord. 348), of the Riverside County Code.

Said violation is described as:

- 1) 5.28.040 (Ord. 593) Limit of three (3) yard sale events, not over 3 consecutive days, per year.
- 2) 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.
- 3) 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) Allowed three yard sales per year. 1st yard sale verified on 11/13/12. Cease yard sales after allotted use.
- 2) Remove all rubbish and dispose of it in an approved, legal landfill.
- 3) Remove or reduce all outside storage to zero. None allowed based on zone and lot size.

COMPLIANCE MUST BE COMPLETED BY December 13, 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 \$119.00 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



NOTICE OF VIOLATION

November 28, 2012

Owen Elliott PO Box 2177 Homeland, CA 92548

RE CASE NO: CV1206001 at 26583 CORTRITE AVE, in the community of HEMET, California, Assessor's Parcel Number 458-290-004

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 26583 CORTRITE AVE, in the community of HEMET California, Assessor's Parcel Number 458-290-004, is in violation of Section(s) RCC Section No. 5.28.040 (Ord. 593), 8.120.010 (Ord. 541), 17.12.040 (Ord. 348), of the Riverside County Code.

Said violation is described as:

- 1) 5.28.040 (Ord. 593) Limit of three (3) yard sale events, not over 3 consecutive days, per year.
- 2) 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.
- 3) 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) Allowed three yard sales per year. 1st yard sale verified on 11/13/12. Cease yard sales after allotted use.
- 2) Remove all rubbish and dispose of it in an approved, legal landfill.
- 3) Remove or reduce all outside storage to zero. None allowed based on zone and lot size.

COMPLIANCE MUST BE COMPLETED BY December 13, 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 \$119.00 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



PROOF OF SERVICE

Case No. CV1206001

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

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

That on November 29, 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:

OWEN ELLIOTT 26583 CORTRITE AVE, HEMET, CA 92545
OCCUPANT 26583 CORTRITE AVE, HEMET, CA 92545
Reverse Mortgage Solutions, Inc C/O NDEx West LLC 15000 Surveyor Blvd., Ste. 500, Addison, TX 75001-9013
Owen Elliott PO Box 2177, Homeland, CA 92548

- XX By First Class Mail. I am readily familiar with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service with postage thereon fully prepaid in the County of Riverside, California, in the ordinary course of business.
- XX STATE. I declare under the penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED ON November 29, 2012, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Elizabeth Ross, Code Enforcement Aide

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided) 4990 Certified Fee 2000 Postmark¹ Return Receipt Fee (Endorsement Required) Here Restricted Delivery Fee (Endorsement Required) 1060 OWEN ELLIOTT 26583 CORTRITE AVE 7010 **HEMET**, CA 92545 CV12-06001 APn: 458-290 See Reverse for Instructions

A. Signature X Joseph Kinz	Agent
B. Received by (Printed Name) D. Is delivery address different from item	Addressee C. Date of Delivery 11-30-13
If YES, enter delivery address below	r: 🗆 No
Mail Express Ma G Return Recu	il eipt for Merchandis
	D. Is delivery address different from item if YES, enter delivery address below DEC 10 4 1 2 2 Mail Express Mail Return Reco

U.S. Postal Service Mail Color Receipt (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

Postage \$

Certified Fee (Endorsement Required)

Restricted Delivery Fee (Endorsement Required)

CARMA ELLIOTT

26583 CORTRITE AVE

HEMET, CA 92545

CV12-06001 aPN: 458-290

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
 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 X OSP 1 2 W Agent B. Received by (Pinted Name) C. Date of Deliver D. Is delivery address different from item 1? Yes
1. Article Addressed to:	If YES, enter delivery address below: No
CARMA ELLIOTT 26583 CORTRITE AVE HEMET, CA 92545 CV12-06001 aPN: 458-290	Mail
	4. Restricted Delivery? (Extra Fee) ☐ Yes
2. Article Number 7 11 1 (Transfer from service label)	0470 0003 0133 1025

U.S. Postal Service™ CERTIFIED MAIL RECEIPT 1018 (Domestic Mail Only; No Insurance Coverage Provided) 0133 6000 Certified Fee Postmark Return Receipt Fee (Endorsement Required) Here 0470 Restricted Delivery Fee (Endorsement Required) Reverse Mortgage Solutions, Inc C/O NDEx West LLC 15000 Surveyor Blvd., Ste. 500 Addison, TX 75001-9013 CV12-06001 APN: 458-290 PS Form 3800, August 2006

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.	177 -50
item 4 if Restricted Delivery is desired. Print your name and address on the reverse can return the card to you.	E Addressee
Attach this card to the back of the malipiece,	B. Received by (Printed Name) PETE NANTIRUS D. Is delivery address different from item?
1. Article Addressed to: Reverse Mortgage Solutions, Inc. C/O NDEx West LLC	If YES, enter delivery address below: USFS
15000 Surveyor Blvd., Ste. 500 Addison, TX 75001-9013 CV12-06001 APN: 458-290	Mail
	4. Restricted Delivery? (Extra Fee) ☐ Yes
2. Article Number 7011 047	70 0003 0133 1018

PS Form 3811, February 2004

U.S. Postal Service™ CERTIFIED MAILT RECEIPT 0554 (Domestic Mail Only; No Insurance Coverage Provided) 0.13 \$ Postage Certified Fee Postmark Return Receipt Fee (Endorsement Required) Here Restricted Delivery Fee 0470 Owen Elliott PO Box 2177 Homeland, CA 92548 CV12-06001 APN: 458-290

PS Form 3800, August 2006

See Reverse for Instructions

English

Customer

USPS Mobile

Register / Sign In

Service



Search USPS.com or Track Packag

Quick Tools

Ship a Package

Send Mail

Manage Your Mail

Shop

Business Solutions

Track & Confirm

GET EMAIL UPDATES

PRINT DETAILS

YOUR LABEL NUMBER	SERVICE	STATUS OF YOUR ITEM	DATE & TIME	LOCATION	FEATURES
70110470000301330554		Processed through USPS Sort Facility	January 01, 2013, 11:34 pm	MORENO VALLEY, CA 92553	Certified Mail™
		Processed through USPS Sort Facility	January 01, 2013, 6:33 pm	SAN BERNARDINO, CA 9240	3
		Processed through USPS Sort Facility	December 31, 2012, 8:12 pm	SAN BERNARDINO, CA 9240	3
		Notice Left	December 03, 2012, 1:36	HEMET, CA 92545	
			pm	Land the state of	
		Processed through USPS Sort Facility	December 02, 2012, 10:54 pm	MORENO VALLEY, CA 92553	
		Processed through USPS Sort Facility	December 01, 2012, 3:56 pm	SAN BERNARDINO, CA 9240	13
		Processed through USPS Sort Facility	November 30, 2012, 2:56 pm	SAN BERNARDINO, CA 9240	13
		Depart USPS Sort Facility	November 30, 2012	SAN BERNARDINO, CA 9240	3
		Processed through USPS Sort Facility	November 29, 2012, 9:06 pm	SAN BERNARDINO, CA 9240	13

Check on Another Item

What's your label (or receipt) number?

Find

LEGAL

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Terms of Use >
FOIA >
No FEAR Act EEO Data >

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Buy Stamps & Shop >
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Site Index >

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Postal Inspectors >
Inspector General >
Postal Explorer >

Copyright@ 2013 USPS. All Rights Reserved.

SITE PLAN: Case # CV-1206001

OWNER(S): OWEN ELLIOTT

SITE ADDRESS: 26583 CORTRITE AVE, HEMET

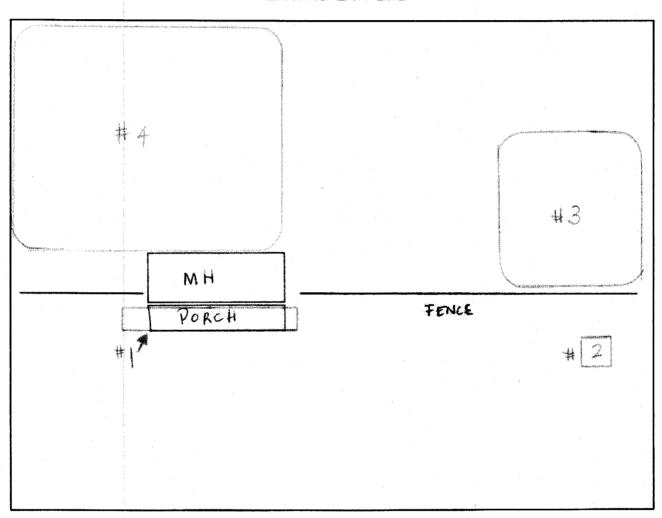
ASSESSOR'S PARCEL: 458-290-004

ACREAGE: 0.47

NORTH ARROW:

1

REAR PROPERTY LINE



FRONT PROPERTY LINE: 26583 CORTRITE AVE, HEMET

PREPARED BY: M. SANDERS DATE: 11/28/12



M Sanders 112712 - co-mingled AR & EOS, area # 4 - 11/28/2012



M Sanders 112712 - co-mingled AR & EOS, area # 3 - 11/28/2012



M Sanders 112712 - co-mingled AR & EOS, area # 3 - 11/28/2012

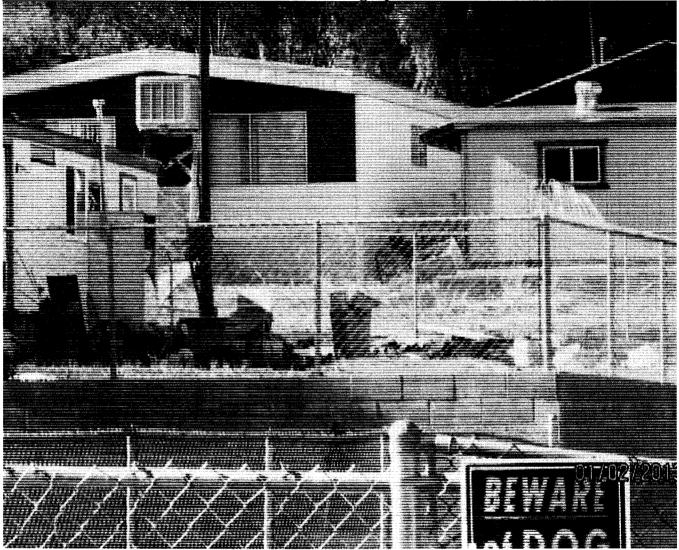


M Sanders 121212 - - 12/12/2012

Code Enforcement Case: CV1206001

Printed on: 01/02/2013

Photographs



M Sanders 010213 - area # 4 - 01/02/2013

Exhibit F

When recorded please mail to: Riverside County Code Enforcement Department (District 3 French Valley Office) 37600 Sky Canyon Dr. Ste G #507, Murrieta, CA 92563 Mail Stop No. 5155

DOC # 2012-0631136 12/27/2012 11:22A Fee:NC Page 1 of 1

corded in Official Records County of Riverside Larry W. Ward

County Clerk & Recorder



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NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS

)

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

ELLIOTT, OWEN

Case No.: CV12-06001

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: 26583 CORTRITE AVE HEMET, CA 92545

PARCEL#: 458-290-004

LEGAL DESCRIPTION: 0.47 ACRES M/L IN POR LOT 29 BLK 3 MB 013/041 PERRIS VALLEY AC

VIOLATIONS: RCO 348-RCC Title 17.12.040-Excessive Outside Storage RCO 541-RCC Title 8.120.010-Accumulated Rubbish

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

Date: December 19, 2012

Brian Black, Code Enforcement Department

ACKNOWLEDGEMENT

State of California) County of Riverside)

On 12/20/2012 before me, Elizabeth B. Ross, Notary Public, personally appeared Brian Black who proved to me on the basis of satisfactory evidence to be the person(e) whose name(e) 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(e) on the instrument the person(e), 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.

Commission # 1838743 Comm. Expires March 12, 2013



ELIZABETH B. ROSS Commission # 1838743 Notary Public - Galifornia Riverside County My Comm. Expires Mar 12, 2013

Exhibit G



CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

May 14, 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 Nos.: CV12-06001

APN: 458-290-004

Property: 26583 CORTRITE AVE., HEMET

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 accumulated rubbish located on the SUBJECT PROPERTY described as 26583 CORTRITE AVE., HEMET, Riverside County, California, and more particularly described as Assessor's Parcel Number 458-290-004.

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 violation from the real property.

SAID HEARING will be held on **Tuesday June 25, 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, 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.

MARXOVERHOLT

Supervising Code Enforcement Officer

RESPONSIBLE PARTIES LIST

Subject Property: 26583 Cortrite Ave., Hemet Case No.: CV12-06001; APN: 458-290-004; District 3/3

OWEN ELLIOTT 26583 CORTRITE AVE. HEMET, CA 92545

CARMA ELLIOTT 26583 CORTRITE HEMET, CA 92545

BANK OF AMERICA, N.A. 11120 NE 33RD PLACE, SUITE 200 BELLEVUE, WA 98004

NORTHWEST TRUSTEE SERVICES, INC. 3535 FACTORIA BLVD SE #200 BELLEVUE, EA 98009

REVERSE MORTGAGE SOLUTIONS, INC 2727 SPRING CREEK DR SPRING, TX 77373

SECRETARY OF HOUSING AND URBAN DEVELOPMENT 451 SEVENTH STREET, SW WASHINGTON, DC 20410

PROOF OF SERVICE

T

1.0

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Angela Sarmiento, the undersigned, 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 May 14, 2013, I served the following document(s):

NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS AND ABATE PUBLIC NUISANCE

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

OWNERS OR INTERESTED PARTIES (SEE ATTACHED NOTICE LIST)

- BY FIRST CLASS MAIL. I am "readily familiar" with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Riverside, California, in the ordinary course of business.
 - BY PERSONAL SERVICE: I caused to be delivered such envelope(s) by hand to the offices of the addressee(s).
- 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 May 14, 2013, at Riverside, California.

ANGELA SARMIENTO



CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

May 14, 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 Nos.: CV12-06001 APN: 458-290-004

Property: 26583 CORTRITE AVE., HEMET

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 accumulated rubbish located on the SUBJECT PROPERTY described as 26583 CORTRITE AVE., HEMET, Riverside County, California, and more particularly described as Assessor's Parcel Number 458-290-004.

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 accumulated rubbish from the real property.

SAID HEARING will be held on **Tuesday June 25, 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, 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.

MARY OVERHOLT

Supervising Code Enforcement Officer

RESPONSIBLE PARTIES LIST

Subject Property: 26583 Cortrite Ave., Hemet Case No.: CV12-06001; APN: 458-290-004; District 3/3

OWEN ELLIOTT 26583 CORTRITE AVE. HEMET, CA 92545

CARMA ELLIOTT 26583 CORTRITE HEMET, CA 92545

BANK OF AMERICA, N.A. 11120 NE 33RD PLACE, SUITE 200 BELLEVUE, WA 98004

NORTHWEST TRUSTEE SERVICES, INC. 3535 FACTORIA BLVD SE #200 BELLEVUE, EA 98009

REVERSE MORTGAGE SOLUTIONS, INC 2727 SPRING CREEK DR SPRING, TX 77373

SECRETARY OF HOUSING AND URBAN DEVELOPMENT 451 SEVENTH STREET, SW WASHINGTON, DC 20410

NDEX WEST, LLC 15000 SURVEYOR BLVD. SUITE 500 ADDISON, TX 75001-9013

PROOF OF SERVICE 1 2 STATE OF CALIFORNIA. COUNTY OF RIVERSIDE 3 I. Angela Sarmiento, the undersigned, 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 4 proceeding; that my business address is 4080 Lemon Street, 12th Floor, Riverside, California 92501. 5 That on May 14, 2013, I served the following document(s): 6 NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS AND ABATE 7 PUBLIC NUISANCE 8 by placing a true copy thereof enclosed in a sealed envelope(s) addressed as follows: **OWNERS OR INTERESTED PARTIES** 9 (SEE ATTACHED NOTICE LIST) 10 BY FIRST CLASS MAIL. I am "readily familiar" with the office's practice of collection XXand processing correspondence for mailing. Under that practice it would be deposited with 11 the U.S. Postal Service on that same day with postage thereon fully prepaid at Riverside, California, in the ordinary course of business. 12 BY PERSONAL SERVICE: I caused to be delivered such envelope(s) by hand to the offices 13 of the addressee(s). 14 STATE - I declare under penalty of perjury under the laws of the State of California that the XX15 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 16 whose direction the service was made. 17 EXECUTED ON May 14, 2013, at Riverside, California. 18 Soment 19 20 21 23 24 25

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