

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

284 A



FROM: Don Kent, Treasurer/Tax Collector

SUBMITTAL DATE:

OCT 07 2013

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 192, Item 397.
Last assessed To: Marco Lezama, a single man. District 1/1 [\$28,902.36]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Barbara Roberts for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 365091009-7;

(continued on page two)

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the March 20, 2012 public auction sale. The deed conveying title to the purchasers at the auction was recorded May 11, 2012. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on June 6, 2012, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

(continued on page two)

Don Kent
Treasurer-Tax Collector

FORM APPROVED COUNTY COUNSEL
BY Maria A. Gardner 10/7/13 DATE
DALE A. GARDNER Departmental Concurrence

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 28,902.36	\$	\$ 28,902.36	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale	Budget Adjustment: NO
	For Fiscal Year: 13/14

C.E.O. RECOMMENDATION:

APPROVE

BY:
Karen L. Johnson

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: October 22, 2013
xc: Treasurer, Auditor

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

OCT 12 12 3:18

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: | District: 1/1 | Agenda Number:

9-6

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

FORM 11: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 192, Item 397.

Last Assessed To: Marco Lezama, a single man.

DATE: OCT 07 2013

PAGE: Page 2 of 2

RECOMMENDED MOTION:

2. Deny the claim from Robert Weekes, agent for Bernabe Garcia and Sarai Ramirez;
3. Authorize and direct the Auditor-Controller to issue a warrant to Barbara Roberts in the amount of \$28,902.36, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

BACKGROUND:

Summary (continued)

The Treasurer-Tax Collector has received two claims for excess proceeds:

1. Claim from Barbara Roberts based on a Short Form Deed of Trust and Assignment of Rents recorded June 14, 2005 as Instrument No. 2005-0470282, a Short Form Deed of Trust and Assignment of Rents recorded July 3, 2006 as Instrument No. 2006-0483315 and an Installment Promissory Note dated May 22, 2006.
2. Claim from Robert Weekes, agent for Bernabe Garcia and Sarai Ramirez based on an Authorization for Agent to Collect Excess Proceeds both dated February 21, 2013 and a Grant Deed recorded May 23, 2006 as Instrument No. 2006-0372411.

Pursuant to Section 4675 (a) & (c) & (e) of the California Revenue and Taxation Code, it is the recommendation of this office that Barbara Roberts be awarded excess proceeds in the amount of \$28,902.36. Since the amount claimed by Barbara Roberts exceeds the amount of excess proceeds available there are no funds available for consideration for the claim from Robert Weekes, agent for Bernabe Garcia and Sarai Ramirez. Supporting documentation has been provided. The Tax Collector requests approval of the above recommend motion. Notice of this recommendation was sent to the claimants by certified mail.

Impact on Citizens and Businesses

Excess proceeds are being released to the beneficiary on the deed of trust.

ATTACHMENTS (if needed, in this order):

Copies of Excess Proceeds Claim forms and supporting documentation are attached.

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 192 Item 397 Assessment No.: 365091009-7

Assessee: GARCIA, BERNABE & RAMIREZ, SARAI & LEZAMA, MARCO ANTONIO

Situs: 32513 LAKEVIEW TER LAKE ELSINORE

Date Sold: March 20, 2012

Date Deed to Purchaser Recorded: May 11, 2012

Final Date to Submit Claim: May 13, 2013

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 29,300.61 from the sale of the above mentioned real property. I/We were the lienholder(s), property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2006-0483315, recorded on 07/03/2006. A copy of this document is attached here to. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 28 day of Feb., 2013 at Riverside, Ca.
County, State

Barbara Roberts
Signature of Claimant

Signature of Claimant

Barbara Roberts
Print Name

Print Name

P.O. Box 69
Street Address

Street Address

Sun City, Ca. 92586
City, State, Zip

City, State, Zip

951-200815
Phone Number

Phone Number

STEWART TITLE-Riverside

Escrow No. 09-4091-LT
Title Order No. 507288130
Parcel No. 365-091-009-7/ TRA#065

DOC # 2005-0470282

05/14/2005 08:00A Fee:25.00

Page 1 of 4

Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder



WHEN RECORDED MAIL TO:

Barbara Roberts
596 Opal Avenue
Hemet, CA 92543

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A	R	L				COPY	LONG	REFUND	NCHG

Parcel No. 365-091-009-7/ TRA#065

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS (DUE ON SALE)

25

This Deed of Trust, made June 8, 2005, between

Trustor: **Thomas R. Alling, a married man as his sole and separate property**
whose address is 32513 Lakeview Terrace, Lake Elsinore, CA 92530

Trustee: **National Title Insurance, a New York corporation**



Beneficiary: **Barbara Roberts, a widow**

Witnesseth: That Trustor **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE**, that property in the County of Riverside, State of California, described as:

Lot 9 in Block G of Sedco Townsite Tract, as shown by Map on file in Book 13 Pages 31 Through 34, Inclusive of Maps, Records of Riverside County, California:

If the trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the beneficiary being first had and obtained, beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

This is a First Purchase Money Deed of Trust.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary by Paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of **\$103,000.00**, executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

INITIALS

507288130

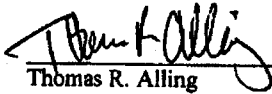
To protect the security of this Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14) inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County October 18, 1961, and in all counties October 23, 1961, in the book and the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, vis.:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	435	684	Kings	792	833	Placer	895	301	Sierra	29	335
Alpine	1	250	Lake	362	39	Plumas	151	5	Siskiyou	468	181
Amador	104	348	Lassen	171	471	Riverside	3005	523	Solano	1105	182
Butte	1145	1	Los Angeles	T2055	899	Sacramento	4331	62	Sonoma	1851	689
Calaveras	145	152	Madera	810	170	San Benito	271	383	Stanislaus	1715	456
Colusa	298	617	Marin	1508	339	San Bernardino	5567	61	Sutter	572	297
Contra Costa	3978	47	Mariposa	77	292	San Francisco	A332	905	Tehama	401	289
Del Norte	78	414	Mendocino	579	530	San Joaquin	2470	311	Trinity	93	366
El Dorado	568	456	Merced	1547	538	San Luis Obispo	1151	12	Tulare	2294	275
Fresno	4626	572	Modoc	184	851	San Mateo	4078	420	Tuolumne	135	47
Glenn	422	184	Mono	52	429	Santa Barbara	1878	860	Ventura	2062	386
Humbolt	657	527	Monterey	2194	538	Santa Clara	5336	341	Yolo	653	245
Imperial	1091	501	Napa	639	86	Santa Cruz	1431	494	Yuba	334	486
Inyo	147	598	Nevada	305	320	Shasta	684	528			
Kern	3427	60	Orange	5889	611	San Diego	Series 2, Book 1961, Page 183887				

which provisions, identical in all counties, (printed on the attached unrecorded pages) are hereby adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that Trustor will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Signature of Trustor(s)


 Thomas R. Alling

STATE OF CALIFORNIA,
 COUNTY OF Riverside

ON 6-13-05, before me, the undersigned notary public, personally appeared

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

Witness my hand and official seal.

Signature 

(This area for official notary seal)



DO NOT RECORD

The following is a copy of provisions (1) to (14), inclusive, of the fictitious deed of trust, recorded in each county in California, as stated in the foregoing Deed of Trust and by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

To Protect the Security of This Deed of Trust, Trustor Agrees:

- (1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
- (2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.
- (4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.
Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
- (5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.
- (6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- (7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare fault for failure so to pay.
- (8) That any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secure hereby, Trustee may reconvey only part of said property; consent to the making of any map or plot thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- (9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).
- (10) That as additional security, trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

INITIALS 

DO NOT RECORD

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, whether as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time-to-time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof of all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time-to-time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrator, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

INITIALS

(Handwritten initials)

REQUEST FOR FULL RECONVEYANCE

To National Title Insurance, Trustee, 16766 Bernardo Center Drive #107, San Diego, Ca. 92128

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Dated: _____

By: _____

By: _____

Please mail Reconveyance to: _____

Do not lose or destroy this Deed of Trust or the Note which it secures. Both original documents must be delivered to the Trustee for cancellation before reconveyance will be made.

STATE OF CALIFORNIA,
COUNTY OF _____

ON _____, before me, the undersigned notary public, personally appeared

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

Witness my hand and official seal.

Signature _____



(This area for official notary seal)

DEED

EXHIBIT A

RECORDING REQUESTED BY

DOC # 2006-0483315

07/03/2006 08:00A Fee:22.00

Page 1 of 3

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO:

NAME: Barbara Roberts
STREET ADDRESS: 596 Opal Avenue
CITY, STATE & ZIP CODE: Hemet, Ca. 92543
TITLE ORDER NO. ESCROW NO.



Table with columns: M, S, U, PAGE, SIZE, DA, FLOOR, NOCOR, SMF, MISC. and A, R, L, COPY, LONG, REFUND, WCHG, EXAM. Includes handwritten numbers and 'MA' stamp.

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS (With Future Borrowing Clause)

incorporating by reference certain provisions of a fictitious deed of trust of record

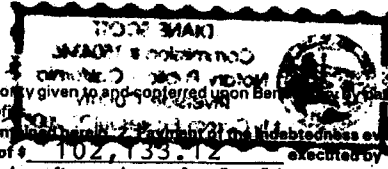
This Deed of Trust, Made this 14th day of May, 2006, between

Marco Lezama, an unmarried man as his sole and separate herein called TRUSTOR, whose address is 23514 Taft Ct., Murrieta, Ca. 92562 property, (Number and Street) (City) (State) (Zip)

National Title Insurance, a New York corporation herein called TRUSTEE, and Barbara J. Roberts, Trustee of the Barbara Roberts herein called BENEFICIARY. Revocable Trust,

WITNESSETH: That TRUSTOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Riverside County, California, described as:

Lot 9 in Block G of Sedco Townsite Tract, as shown by Map on file in Book 13 Pages 31 Through 34, Inclusive of Maps, Records of Riverside County, California.



TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits...

To protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded June 1, 1953, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

Table listing counties and book/page numbers for referenced documents. Columns include COUNTY, BOOK, and PAGE.

(which provisions, identical in all counties, are printed on pages 3 & 4 hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Signature of Trustor: Marco Lezama

MAIL TAX STATEMENTS TO: BARBARA ROBERTS, 596 OPAL AVENUE, HEMET, CA. 92543

WOLCOTT'S FORM 822 - rev. 4-94b (price class 2C) SHORT FORM DEED OF TRUST

Before you use this form, fill in all blanks, and make whatever changes are appropriate and necessary to your particular transaction. Consult a lawyer if you doubt the form's fitness for your purpose and use. Wolcott's makes no representation or warranty, express or implied, with respect to the merchantability or fitness of this form for an intended use or purpose.

©1994 WOLCOTT'S FORMS, INC.

State of CALIFORNIA
County of RIVERSIDE

On 5.22.06 before me, DIANE SCOTT
(DATE) (NAME/TITLE OF OFFICER-I.E. "JANE DOE, NOTARY PUBLIC")
personally appeared MARCO LEZAMA
(NAME(S) OF SIGNER(S))

personally known to me -OR-

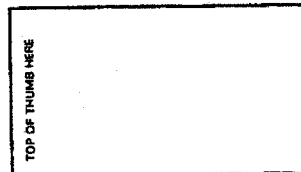
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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



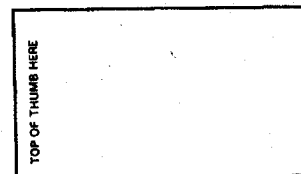
Witness my hand and official seal.

Diane Scott
(SIGNATURE OF NOTARY)

RIGHT THUMBPRINT (Optional)



RIGHT THUMBPRINT (Optional)



CAPACITY CLAIMED BY SIGNER(S)

- INDIVIDUAL(S)
 CORPORATE OFFICERS (TITLES)
 PARTNER(S) LIMITED GENERAL
 ATTORNEY IN FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))



LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000

<http://riverside.asrc1krec.com>

CERTIFICATION

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

(Print or type the page number(s) and wording below):

*Authority given to and conferred upon Beneficiary
by paragraph*

*Contained herein. 2. Payment of the indebtedness
evidenced*

*and the ~~state~~ note secured hereby that
provisions (1)*

Date:

Signature:

Print Name:

INSTALLMENT PROMISSORY NOTE

\$102,133.12

Date: May 14, 2006

For value received, the undersigned Marco Lezama (the "Borrower"), at 23514 Taft Ct., Murrieta, California 92562, promises to pay to the order of Barbara Roberts, Trustee of the Barbara Roberts Revocable Trust, (the "Lender"), at 596 Opal Avenue, Hemet, California 92543, (or at such other place as the Lender may designate in writing) the sum of \$102,133.12 with interest from May 14, 2006, on the unpaid principal at the rate of 7.00% per annum.

The unpaid principal and accrued interest shall be payable in monthly installments of \$685.27 beginning on May 14, 2006, and continuing until December 14, 2009, (the "Due Date"), at which time the remaining unpaid principal and interest shall either be paid in full, or else the interest rate shall be increased to the rate of 8.00% per annum, until paid in full.

All payments on this Note shall be applied first in payment of accrued interest and any remainder in payment of principal.

The Borrower promises to pay a late charge of 6% of the monthly payment, or \$5.00, whichever is greater, for each installment that remains unpaid more than 10 day(s) after its Due Date.

If any payment obligation under this Note is not paid when due, the remaining unpaid principal balance and any accrued interest shall become due immediately at the option of the Lender.

The Borrower reserves the right to prepay this Note (in whole or in part) prior to the Due Date with no prepayment penalty.

If any payment obligation under this Note is not paid when due, the Borrower promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.)

This Note is secured by a Deed of Trust, dated May 22, 2006.

If any of the following events of default occur, this Note and any other obligations of the Borrower to the Lender, shall become due immediately, without demand or notice:

- 1) the failure of the Borrower to pay the principal and any accrued interest in full on or before the Due Date;
- 2) the death of the Borrower or Lender;
- 3) the filing of bankruptcy proceedings involving the Borrower as a debtor;

Part 4. Financing Statement

Concurrently with the execution of this Security Agreement, Borrower will sign a financing statement and other documents that Lender reasonably requests to protect Lender's security interest in the Secured Property.

Part 5. Use and Care of the Secured Property

Until the promissory note is fully paid, Borrower agrees to:

- A. Keep the Secured Property on the Borrower's premises.
- B. Maintain the Secured Property in good repair.
- C. Notify Lender of intended sale.
- D. Pay all taxes on the Secured Property as taxes become due.
- E. Insure the Secured Property against normal risks, with an insurance policy that names Borrower and Lender as beneficiaries as their interests appear.
- F. Deliver to Lender a copy of the insurance policy insuring the Secured Property and provide annual proof to the Lender that Borrower has paid the premiums on the policy.
- G. Allow Lender to inspect the Secured Property at any reasonable time.

Part 6. Borrower's Default

If Borrower is more than 20 days late in making any payment required by the promissory note or if Borrower fails to correct any violations of Part 5 of this Security Agreement within 30 days of receiving written notice from Lender, Borrower will be in default.

Part 7. Lender's Rights

If Borrower is in default, Lender may exercise the remedies legally available to Lender.

Lender may, for example:

- A. Remove the Secured Property from the place where it is then located.
- B. Require Borrower to make the Secured Property available to Lender at a place designated by Lender that is reasonably convenient to Borrower and Lender.

- 4) the application for the appointment of a receiver for the Borrower;
- 5) the making of a general assignment for the benefit of the Borrower's creditors;
- 6) the insolvency of the Borrower;
- 7) a misrepresentation by the Borrower to the Lender for the purpose of obtaining or extending credit.

In addition, the Borrower shall be in default if there is a sale, transfer, assignment, or any other disposition of any assets pledged as security for the payment of this Note, or if there is a default in any security agreement which secures this Note.

If any one or more of the provisions of this Note are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

All payments of principal and interest on this Note shall be paid in the legal currency of the United States. The Borrower waives presentment for payment, protest, and notice of protest and nonpayment of this Note.

No renewal or extension of this Note, delay in enforcing any right of the Lender under this Note, or assignment by Lender of this Note shall affect the liability or the obligations of the Borrower. All rights of the Lender under this Note are cumulative and may be exercised concurrently or consecutively at the Lender's option.

This Note shall be construed in accordance with the laws of the State of California.

Signed this ^{22nd} ~~15th~~ day of MAY, 2006, at CANYON LAKE,
CALIFORNIA.

Borrower:
Marco Lezama

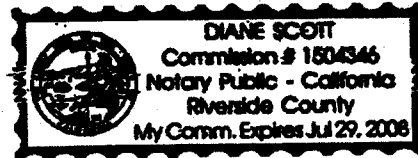
By: 
Marco Lezama

State of California
County of Riverside

On May 22, 2006, before me, Diane Scott, Notary, personally appeared , Marco Lezama, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or entity upon behalf of which the person acted executed the instrument.

Witness my hand and official seal.

Diane Scott
Diane Scott, Notary



**DECLARATION OF BARBARA ROBERTS REGARDING THE LAST MORTGAGE
PAYMENT PAID BY DEFENDANTS AND OUTSTANDING BALANCE STILL OWED
ON MORTGAGE**

I, Barbara Roberts, declare as follows:

1. I am the Plaintiff in case number RIC 1213610, in the Riverside Superior Court action and I have personal knowledge of each fact stated in this declaration.
2. If called to testify I could do so competently about each and every fact stated herein.
3. I am the owner of a note secured by a Deed of Trust regarding real property located at 32513 Lakeview Terrace, Lake Elsinore, CA, wherein I sold the home and it was subsequently sold a few times thereafter without my written consent, wherein the note clearly states my written permission is to be obtained prior to any sale of the property.
4. According to the personal ledger that I kept with me at all times, the last payment I received from Bernabe Garcia regarding the mortgage on real property located at 32513 Lakeview Terrace, Lake Elsinore, CA was in March of 2011.
5. According to the personal ledger that I kept with me at all times, the outstanding loan balance after the Mr. Garcia made the March 2011 payment was \$96,650.33.
6. A true and accurate copy of the personal ledger that I kept is attached hereto as Exhibit A, for your reference.

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

DATED: May 30, 2013



Barbara Roberts

EXHIBIT A

Loan Calculator

Name: BARBARA ROBERTS

Assumptions:

Loan amount \$ [REDACTED]
 Payment amount \$ 685.27
 Number of payments per year 12
 Payments will be made at the End of Period
 Interest rate 7.000%
 Interest is compounded

7.000%
Monthly

Results:

To pay a loan of \$102,133.12, at an effective annual rate of 7.229%, and making 12 payments each year of \$685.27, it will take 29.17 years.

The total payments on the loan will be \$239,834.48 with interest payments of \$137,701.36.

Amortization Schedule		Loan Amount	\$102,133.12	Interest	7.000%	
		Regular Payment	<u>\$685.27</u>	Number of Years	29.17	
Payment Number	Month	Remaining Balance	Interest	Interest To Date	Principal	Principal To Date
5-2005	1 paid	May 102,043.63	595.78	595.78	89.49	89.49
	2 paid	Jun 101,953.61	595.25	1,191.03	90.02	179.51
	3 paid	Jul 101,863.07	594.73	1,785.76	90.54	270.05
	4 paid	Aug 101,772.00	594.20	2,379.96	91.07	361.12
	5 paid	Sep 101,680.40	593.67	2,973.63	91.60	452.72
	6 paid	Oct 101,588.27	593.14	3,566.77	92.13	544.85
	7 paid	Nov 101,495.60	592.60	4,159.37	92.67	637.52
	8 paid	Dec 101,402.39	592.06	4,751.43	93.21	730.73
Total Year	<u>2006</u>	Interest	4,751.43	Principal	730.73	
	9	Jan 101,308.63	591.51	5,342.94	93.76	824.49
	10	Feb 101,214.33	590.97	5,933.91	94.30	918.79
	11	Mar 101,119.48	590.42	6,524.33	94.85	1,013.64
	12	Apr 101,024.07	589.86	7,114.19	95.41	1,109.05
	13	May 100,928.11	589.31	7,703.50	95.96	1,205.01
	14	Jun 100,831.59	588.75	8,292.25	96.52	1,301.53
	15	Jul 100,734.50	588.18	8,880.43	97.09	1,398.62
	16	Aug 100,636.85	587.62	9,468.05	97.65	1,496.27
	17	Sep 100,538.63	587.05	10,055.10	98.22	1,594.49
	18	Oct 100,439.84	586.48	10,641.58	98.79	1,693.28
	19	Nov 100,340.47	585.90	11,227.48	99.37	1,792.65
	20	Dec 100,240.52	585.32	11,812.80	99.95	1,892.60
Total Year	<u>2007</u>	Interest	7,061.37	Principal	1,161.87	
	21	Jan 100,139.99	584.74	12,397.54	100.53	1,993.13

Prepared By:

SCOTT BUSINESS SERVICE
 31702 RAILROAD CANYON ROAD
 CANYON LAKE CA 92587
 Tel: (951) 244-0116 Fax: (951) 244-4298

05-18-2006

Loan Calculator

Name: BARBARA ROBERTS

Assumptions:

Loan amount \$ XXXXXXXXXX
 Payment amount \$ 685.27
 Number of payments per year 12
 Payments will be made at the End of Period
 Interest rate 8.000%
 Interest is compounded Monthly

Results:

To pay a loan of \$97,658.73, at an effective annual rate of 8.300% and making 12 payments each year of \$685.27, it will take **37.59 years**.

The total payments on the loan will be \$309,113.34 with interest payments of \$211,454.61.

Amortization Schedule		Loan Amount	\$97,658.73	Interest	8.000%	
		Regular Payment	\$685.27	Number of Years	37.59	
Payment Number	Month	Remaining Balance	Interest	Interest To Date	Principal	Principal To Date
1	Jan	97,624.52	651.06	651.06	34.21	34.21
2	Feb	97,590.08	650.83	1,301.89	34.44	68.65
3	Mar	97,555.41	650.60	1,952.49	34.67	103.32
4	Apr	97,520.51	650.37	2,602.86	34.90	138.22
5	May	97,485.38	650.14	3,253.00	35.13	173.35
6	Jun	97,450.01	649.90	3,902.90	35.37	208.72
7	Jul	97,414.41	649.67	4,552.57	35.60	244.32
8	Aug	97,378.57	649.43	5,202.00	35.84	280.16
9	Sep	97,342.49	649.19	5,851.19	36.08	316.24
10	Oct	97,306.17	648.95	6,500.14	36.32	352.56
11	Nov	97,269.61	648.71	7,148.85	36.56	389.12
12	Dec	97,232.80	648.46	7,797.31	36.81	425.93
Total Year	2010	Interest	7,797.31	Principal	425.93	
13	Jan	97,195.75	648.22	8,445.53	37.05	462.98
14	Feb	97,158.45	647.97	9,093.50	37.30	500.28
15	Mar	97,120.90	647.72	9,741.22	37.55	537.83
16	Apr	97,083.10	647.47	10,388.69	37.80	575.63
17	May	97,045.05	647.22	11,035.91	38.05	613.68
18	Jun	97,006.75	646.97	11,682.88	38.30	651.98
19	Jul	96,968.19	646.71	12,329.59	38.56	690.54
20	Aug	96,929.37	646.45	12,976.04	38.82	729.36
21	Sep	96,890.30	646.20	13,622.24	39.07	768.43
22	Oct	96,850.97	645.94	14,268.18	39.33	807.76
23	Nov	96,811.37	645.67	14,913.85	39.60	847.36
24	Dec	96,771.51	645.41	15,559.26	39.86	887.22

Prepared By:

SCOTT BUSINESS SERVICE
31702 RAILROAD CANYON ROAD
CANYON LAKE CA 92587
 Tel: (951) 244-0116 Fax: (951) 244-4298

05-22-2006

Loan Calculator

Payment Number	Month	Remaining Balance	Interest	Interest To Date	Principal	Principal To Date
Total Year	2011	Interest	7,761.95	Principal	461.29	
25	Jan ✓	96,731.38	645.14	16,204.40	40.13	927.35
26	Feb ✓	96,690.99	644.88	16,849.28	40.39	967.74
27	Mar ✓	96,650.33	644.61	17,493.89	40.66	1,008.40
28	Apr	96,609.40	644.34	18,138.23	40.93	1,049.33
29	May	96,568.19	644.06	18,782.29	41.21	1,090.54
30	Jun	96,526.71	643.79	19,426.08	41.48	1,132.02
31	Jul	96,484.95	643.51	20,069.59	41.76	1,173.78
32	Aug	96,442.91	643.23	20,712.82	42.04	1,215.82
33	Sep	96,400.59	642.95	21,355.77	42.32	1,258.14
34	Oct	96,357.99	642.67	21,998.44	42.60	1,300.74
35	Nov	96,315.11	642.39	22,640.83	42.88	1,343.62
36	Dec	96,271.94	642.10	23,282.93	43.17	1,386.79
Total Year	2012	Interest	7,723.67	Principal	499.57	
37	Jan	96,228.48	641.81	23,924.74	43.46	1,430.25
38	Feb	96,184.73	641.52	24,566.26	43.75	1,474.00
39	Mar	96,140.69	641.23	25,207.49	44.04	1,518.04
40	Apr	96,096.36	640.94	25,848.43	44.33	1,562.37
41	May	96,051.73	640.64	26,489.07	44.63	1,607.00
42	Jun	96,006.80	640.34	27,129.41	44.93	1,651.93
43	Jul	95,961.58	640.05	27,769.46	45.22	1,697.15
44	Aug	95,916.05	639.74	28,409.20	45.53	1,742.68
45	Sep	95,870.22	639.44	29,048.64	45.83	1,788.51
46	Oct	95,824.08	639.13	29,687.77	46.14	1,834.65
47	Nov	95,777.64	638.83	30,326.60	46.44	1,881.09
48	Dec	95,730.89	638.52	30,965.12	46.75	1,927.84
Total Year	2013	Interest	7,682.19	Principal	541.05	
49	Jan	95,683.83	638.21	31,603.33	47.06	1,974.90
50	Feb	95,636.45	637.89	32,241.22	47.38	2,022.28
51	Mar	95,588.76	637.58	32,878.80	47.69	2,069.97
52	Apr	95,540.75	637.26	33,516.06	48.01	2,117.98
53	May	95,492.42	636.94	34,153.00	48.33	2,166.31
54	Jun	95,443.77	636.62	34,789.62	48.65	2,214.96
55	Jul	95,394.79	636.29	35,425.91	48.98	2,263.94
56	Aug	95,345.49	635.97	36,061.88	49.30	2,313.24
57	Sep	95,295.86	635.64	36,697.52	49.63	2,362.87
58	Oct	95,245.90	635.31	37,332.83	49.96	2,412.83
59	Nov	95,195.60	634.97	37,967.80	50.30	2,463.13
60	Dec	95,144.97	634.64	38,602.44	50.63	2,513.76
Total Year	2014	Interest	7,637.32	Principal	585.92	
61	Jan	95,094.00	634.30	39,236.74	50.97	2,564.73
62	Feb	95,042.69	633.96	39,870.70	51.31	2,616.04
63	Mar	94,991.04	633.62	40,504.32	51.65	2,667.69
64	Apr	94,939.04	633.27	41,137.59	52.00	2,719.69
65	May	94,886.70	632.93	41,770.52	52.34	2,772.03

Prepared By:

SCOTT BUSINESS SERVICE
31702 RAILROADCANYON ROAD
CANYON LAKE CA 92587
 Tel: (951) 244-0116 Fax: (951) 244-4298

05-22-2006

Loan Calculator

Payment Number	Month	Remaining Balance	Interest	Interest To Date	Principal	Principal To Date
66	Jun	94,834.01	632.58	42,403.10	52.69	2,824.72
67	Jul	94,780.97	632.23	43,035.33	53.04	2,877.76
68	Aug	94,727.57	631.87	43,667.20	53.40	2,931.16
69	Sep	94,673.82	631.52	44,298.72	53.75	2,984.91
70	Oct	94,619.71	631.16	44,929.88	54.11	3,039.02
71	Nov	94,565.24	630.80	45,560.68	54.47	3,093.49
72	Dec	94,510.40	630.43	46,191.11	54.84	3,148.33
Total Year	2015	Interest	7,588.67	Principal	634.57	
73	Jan	94,455.20	630.07	46,821.18	55.20	3,203.53
74	Feb	94,399.63	629.70	47,450.88	55.57	3,259.10
75	Mar	94,343.69	629.33	48,080.21	55.94	3,315.04
76	Apr	94,287.38	628.96	48,709.17	56.31	3,371.35
77	May	94,230.69	628.58	49,337.75	56.69	3,428.04
78	Jun	94,173.62	628.20	49,965.95	57.07	3,485.11
79	Jul	94,116.17	627.82	50,593.77	57.45	3,542.56
80	Aug	94,058.34	627.44	51,221.21	57.83	3,600.39
81	Sep	94,000.13	627.06	51,848.27	58.21	3,658.60
82	Oct	93,941.53	626.67	52,474.94	58.60	3,717.20
83	Nov	93,882.54	626.28	53,101.22	58.99	3,776.19
84	Dec	93,823.15	625.88	53,727.10	59.39	3,835.58
Total Year	2016	Interest	7,535.99	Principal	687.25	
85	Jan	93,763.37	625.49	54,352.59	59.78	3,895.36
86	Feb	93,703.19	625.09	54,977.68	60.18	3,955.54
87	Mar	93,642.61	624.69	55,602.37	60.58	4,016.12
88	Apr	93,581.62	624.28	56,226.65	60.99	4,077.11
89	May	93,520.23	623.88	56,850.53	61.39	4,138.50
90	Jun	93,458.43	623.47	57,474.00	61.80	4,200.30
91	Jul	93,396.22	623.06	58,097.06	62.21	4,262.51
92	Aug	93,333.59	622.64	58,719.70	62.63	4,325.14
93	Sep	93,270.54	622.22	59,341.92	63.05	4,388.19
94	Oct	93,207.07	621.80	59,963.72	63.47	4,451.66
95	Nov	93,143.18	621.38	60,585.10	63.89	4,515.55
96	Dec	93,078.86	620.95	61,206.05	64.32	4,579.87
Total Year	2017	Interest	7,478.95	Principal	744.29	
97	Jan	93,014.12	620.53	61,826.58	64.74	4,644.61
98	Feb	92,948.94	620.09	62,446.67	65.18	4,709.79
99	Mar	92,883.33	619.66	63,066.33	65.61	4,775.40
100	Apr	92,817.28	619.22	63,685.55	66.05	4,841.45
101	May	92,750.79	618.78	64,304.33	66.49	4,907.94
102	Jun	92,683.86	618.34	64,922.67	66.93	4,974.87
103	Jul	92,616.48	617.89	65,540.56	67.38	5,042.25
104	Aug	92,548.65	617.44	66,158.00	67.83	5,110.08
105	Sep	92,480.37	616.99	66,774.99	68.28	5,178.36
106	Oct	92,411.64	616.54	67,391.53	68.73	5,247.09
107	Nov	92,342.45	616.08	68,007.61	69.19	5,316.28
108	Dec	92,272.80	615.62	68,623.23	69.65	5,385.93
Total Year	2018	Interest	7,417.18	Principal	806.06	

Prepared By:

SCOTT BUSINESS SERVICE
31702 RAILROAD CANYON ROAD
CANYON LAKE CA 92587
Tel: (951) 244-0116 Fax: (951) 244-4298

05-22-2006

Loan Calculator

Payment Number	Month	Remaining Balance	Interest	Interest To Date	Principal	Principal To Date
109	Jan	92,202.68	615.15	69,238.38	70.12	5,456.05
110	Feb	92,132.09	614.68	69,853.06	70.59	5,526.64
111	Mar	92,061.03	614.21	70,467.27	71.06	5,597.70
112	Apr	91,989.50	613.74	71,081.01	71.53	5,669.23
113	May	91,917.49	613.26	71,694.27	72.01	5,741.24
114	Jun	91,845.00	612.78	72,307.05	72.49	5,813.73
115	Jul	91,772.03	612.30	72,919.35	72.97	5,886.70
116	Aug	91,698.57	611.81	73,531.16	73.46	5,960.16
117	Sep	91,624.62	611.32	74,142.48	73.95	6,034.11
118	Oct	91,550.18	610.83	74,753.31	74.44	6,108.55
119	Nov	91,475.24	610.33	75,363.64	74.94	6,183.49
120	Dec	91,399.80	609.83	75,973.47	75.44	6,258.93
Total Year		2019	Interest	7,350.24	Principal	873.00
121	Jan	91,323.86	609.33	76,582.80	75.94	6,334.87
122	Feb	91,247.42	608.83	77,191.63	76.44	6,411.31
123	Mar	91,170.47	608.32	77,799.95	76.95	6,488.26
124	Apr	91,093.00	607.80	78,407.75	77.47	6,565.73
125	May	91,015.02	607.29	79,015.04	77.98	6,643.71
126	Jun	90,936.52	606.77	79,621.81	78.50	6,722.21
127	Jul	90,857.49	606.24	80,228.05	79.03	6,801.24
128	Aug	90,777.94	605.72	80,833.77	79.55	6,880.79
129	Sep	90,697.86	605.19	81,438.96	80.08	6,960.87
130	Oct	90,617.24	604.65	82,043.61	80.62	7,041.49
131	Nov	90,536.08	604.11	82,647.72	81.16	7,122.65
132	Dec	90,454.38	603.57	83,251.29	81.70	7,204.35
Total Year		2020	Interest	7,277.82	Principal	945.42
133	Jan	90,372.14	603.03	83,854.32	82.24	7,286.59
134	Feb	90,289.35	602.48	84,456.80	82.79	7,369.38
135	Mar	90,206.01	601.93	85,058.73	83.34	7,452.72
136	Apr	90,122.11	601.37	85,660.10	83.90	7,536.62
137	May	90,037.65	600.81	86,260.91	84.46	7,621.08
138	Jun	89,952.63	600.25	86,861.16	85.02	7,706.10
139	Jul	89,867.04	599.68	87,460.84	85.59	7,791.69
140	Aug	89,780.88	599.11	88,059.95	86.16	7,877.85
141	Sep	89,694.15	598.54	88,658.49	86.73	7,964.58
142	Oct	89,606.84	597.96	89,256.45	87.31	8,051.89
143	Nov	89,518.95	597.38	89,853.83	87.89	8,139.78
144	Dec	89,430.47	596.79	90,450.62	88.48	8,228.26
Total Year		2021	Interest	7,199.33	Principal	1,023.91
145	Jan	89,341.40	596.20	91,046.82	89.07	8,317.33
146	Feb	89,251.74	595.61	91,642.43	89.66	8,406.99
147	Mar	89,161.48	595.01	92,237.44	90.26	8,497.25
148	Apr	89,070.62	594.41	92,831.85	90.86	8,588.11
149	May	88,979.15	593.80	93,425.65	91.47	8,679.58
150	Jun	88,887.07	593.19	94,018.84	92.08	8,771.66
151	Jul	88,794.38	592.58	94,611.42	92.69	8,864.35
152	Aug	88,701.07	591.96	95,203.38	93.31	8,957.66

Prepared By:

SCOTT BUSINESS SERVICE
31702 RAILROAD CANYON ROAD
CANYON LAKE CA 92587
Tel: (951) 244-0116 Fax: (951) 244-4298

05-22-2006

Loan Calculator

Payment Number	Month	Remaining Balance	Interest	Interest To Date	Principal	Principal To Date
153	Sep	88,607.14	591.34	95,794.72	93.93	9,051.59
154	Oct	88,512.58	590.71	96,385.43	94.56	9,146.15
155	Nov	88,417.39	590.08	96,975.51	95.19	9,241.34
156	Dec	88,321.57	589.45	97,564.96	95.82	9,337.16
Total Year	2022	Interest	7,114.34	Principal	1,108.90	
157	Jan	88,225.11	588.81	98,153.77	96.46	9,433.62
158	Feb	88,128.01	588.17	98,741.94	97.10	9,530.72
159	Mar	88,030.26	587.52	99,329.46	97.75	9,628.47
160	Apr	87,931.86	586.87	99,916.33	98.40	9,726.87
161	May	87,832.80	586.21	100,502.54	99.06	9,825.93
162	Jun	87,733.08	585.55	101,088.09	99.72	9,925.65
163	Jul	87,632.70	584.89	101,672.98	100.38	10,026.03
164	Aug	87,531.65	584.22	102,257.20	101.05	10,127.08
165	Sep	87,429.92	583.54	102,840.74	101.73	10,228.81
166	Oct	87,327.52	582.87	103,423.61	102.40	10,331.21
167	Nov	87,224.43	582.18	104,005.79	103.09	10,434.30
168	Dec	87,120.66	581.50	104,587.29	103.77	10,538.07
Total Year	2023	Interest	7,022.33	Principal	1,200.91	
169	Jan	87,016.19	580.80	105,168.09	104.47	10,642.54
170	Feb	86,911.03	580.11	105,748.20	105.16	10,747.70
171	Mar	86,805.17	579.41	106,327.61	105.86	10,853.56
172	Apr	86,698.60	578.70	106,906.31	106.57	10,960.13
173	May	86,591.32	577.99	107,484.30	107.28	11,067.41
174	Jun	86,483.33	577.28	108,061.58	107.99	11,175.40
175	Jul	86,374.62	576.56	108,638.14	108.71	11,284.11
176	Aug	86,265.18	575.83	109,213.97	109.44	11,393.55
177	Sep	86,155.01	575.10	109,789.07	110.17	11,503.72
178	Oct	86,044.11	574.37	110,363.44	110.90	11,614.62
179	Nov	85,932.47	573.63	110,937.07	111.64	11,726.26
180	Dec	85,820.08	572.88	111,509.95	112.39	11,838.65
Total Year	2024	Interest	6,922.66	Principal	1,300.58	
181	Jan	85,706.94	572.13	112,082.08	113.14	11,951.79
182	Feb	85,593.05	571.38	112,653.46	113.89	12,065.68
183	Mar	85,478.40	570.62	113,224.08	114.65	12,180.33
184	Apr	85,362.99	569.86	113,793.94	115.41	12,295.74
185	May	85,246.81	569.09	114,363.03	116.18	12,411.92
186	Jun	85,129.85	568.31	114,931.34	116.96	12,528.88
187	Jul	85,012.11	567.53	115,498.87	117.74	12,646.62
188	Aug	84,893.59	566.75	116,065.62	118.52	12,765.14
189	Sep	84,774.28	565.96	116,631.58	119.31	12,884.45
190	Oct	84,654.17	565.16	117,196.74	120.11	13,004.56
191	Nov	84,533.26	564.36	117,761.10	120.91	13,125.47
192	Dec	84,411.55	563.56	118,324.66	121.71	13,247.18
Total Year	2025	Interest	6,814.71	Principal	1,408.53	
193	Jan	84,289.02	562.74	118,887.40	122.53	13,369.71

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05-22-2006

Loan Calculator

Payment Number	Month	Remaining Balance	Interest	Interest To Date	Principal	Principal To Date
194	Feb	84,165.68	561.93	119,449.33	123.34	13,493.05
195	Mar	84,041.51	561.10	120,010.43	124.17	13,617.22
196	Apr	83,916.52	560.28	120,570.71	124.99	13,742.21
197	May	83,790.69	559.44	121,130.15	125.83	13,868.04
198	Jun	83,664.02	558.60	121,688.75	126.67	13,994.71
199	Jul	83,536.51	557.76	122,246.51	127.51	14,122.22
200	Aug	83,408.15	556.91	122,803.42	128.36	14,250.58
201	Sep	83,278.93	556.05	123,359.47	129.22	14,379.80
202	Oct	83,148.85	555.19	123,914.66	130.08	14,509.88
203	Nov	83,017.91	554.33	124,468.99	130.94	14,640.82
204	Dec	82,886.09	553.45	125,022.44	131.82	14,772.64
Total Year	2026	Interest	6,697.78	Principal	1,525.46	
205	Jan	82,753.39	552.57	125,575.01	132.70	14,905.34
206	Feb	82,619.81	551.69	126,126.70	133.58	15,038.92
207	Mar	82,485.34	550.80	126,677.50	134.47	15,173.39
208	Apr	82,349.97	549.90	127,227.40	135.37	15,308.76
209	May	82,213.70	549.00	127,776.40	136.27	15,445.03
210	Jun	82,076.52	548.09	128,324.49	137.18	15,582.21
211	Jul	81,938.43	547.18	128,871.67	138.09	15,720.30
212	Aug	81,799.42	546.26	129,417.93	139.01	15,859.31
213	Sep	81,659.48	545.33	129,963.26	139.94	15,999.25
214	Oct	81,518.61	544.40	130,507.66	140.87	16,140.12
215	Nov	81,376.80	543.46	131,051.12	141.81	16,281.93
216	Dec	81,234.04	542.51	131,593.63	142.76	16,424.69
Total Year	2027	Interest	6,571.19	Principal	1,652.05	
217	Jan	81,090.33	541.56	132,135.19	143.71	16,568.40
218	Feb	80,945.66	540.60	132,675.79	144.67	16,713.07
219	Mar	80,800.03	539.64	133,215.43	145.63	16,858.70
220	Apr	80,653.43	538.67	133,754.10	146.60	17,005.30
221	May	80,505.85	537.69	134,291.79	147.58	17,152.88
222	Jun	80,357.29	536.71	134,828.50	148.56	17,301.44
223	Jul	80,207.74	535.72	135,364.22	149.55	17,450.99
224	Aug	80,057.19	534.72	135,898.94	150.55	17,601.54
225	Sep	79,905.63	533.71	136,432.65	151.56	17,753.10
226	Oct	79,753.06	532.70	136,965.35	152.57	17,905.67
227	Nov	79,599.48	531.69	137,497.04	153.58	18,059.25
228	Dec	79,444.87	530.66	138,027.70	154.61	18,213.86
Total Year	2028	Interest	6,434.07	Principal	1,789.17	
229	Jan	79,289.23	529.63	138,557.33	155.64	18,369.50
230	Feb	79,132.55	528.59	139,085.92	156.68	18,526.18
231	Mar	78,974.83	527.55	139,613.47	157.72	18,683.90
232	Apr	78,816.06	526.50	140,139.97	158.77	18,842.67
233	May	78,656.23	525.44	140,665.41	159.83	19,002.50
234	Jun	78,495.33	524.37	141,189.78	160.90	19,163.40
235	Jul	78,333.36	523.30	141,713.08	161.97	19,325.37
236	Aug	78,170.31	522.22	142,235.30	163.05	19,488.42
237	Sep	78,006.18	521.14	142,756.44	164.13	19,652.55

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05-22-2006

Loan Calculator

Payment Number	Month	Remaining Balance	Interest	Interest To Date	Principal	Principal To Date
238	Oct	77,840.95	520.04	143,276.48	165.23	19,817.78
239	Nov	77,674.62	518.94	143,795.42	166.33	19,984.11
240	Dec	77,507.18	517.83	144,313.25	167.44	20,151.55
Total Year	2029	Interest	6,285.55	Principal	1,937.69	
241	Jan	77,338.62	516.71	144,829.96	168.56	20,320.11
242	Feb	77,168.94	515.59	145,345.55	169.68	20,489.79
243	Mar	76,998.13	514.46	145,860.01	170.81	20,660.60
244	Apr	76,826.18	513.32	146,373.33	171.95	20,832.55
245	May	76,653.08	512.17	146,885.50	173.10	21,005.65
246	Jun	76,478.83	511.02	147,396.52	174.25	21,179.90
247	Jul	76,303.42	509.86	147,906.38	175.41	21,355.31
248	Aug	76,126.84	508.69	148,415.07	176.58	21,531.89
249	Sep	75,949.08	507.51	148,922.58	177.76	21,709.65
250	Oct	75,770.14	506.33	149,428.91	178.94	21,888.59
251	Nov	75,590.00	505.13	149,934.04	180.14	22,068.73
252	Dec	75,408.66	503.93	150,437.97	181.34	22,250.07
Total Year	2030	Interest	6,124.72	Principal	2,098.52	
253	Jan	75,226.11	502.72	150,940.69	182.55	22,432.62
254	Feb	75,042.35	501.51	151,442.20	183.76	22,616.38
255	Mar	74,857.36	500.28	151,942.48	184.99	22,801.37
256	Apr	74,671.14	499.05	152,441.53	186.22	22,987.59
257	May	74,483.68	497.81	152,939.34	187.46	23,175.05
258	Jun	74,294.97	496.56	153,435.90	188.71	23,363.76
259	Jul	74,105.00	495.30	153,931.20	189.97	23,553.73
260	Aug	73,913.76	494.03	154,425.23	191.24	23,744.97
261	Sep	73,721.25	492.76	154,917.99	192.51	23,937.48
262	Oct	73,527.45	491.47	155,409.46	193.80	24,131.28
263	Nov	73,332.36	490.18	155,899.64	195.09	24,326.37
264	Dec	73,135.97	488.88	156,388.52	196.39	24,522.76
Total Year	2031	Interest	5,950.55	Principal	2,272.69	
265	Jan	72,938.27	487.57	156,876.09	197.70	24,720.46
266	Feb	72,739.26	486.26	157,362.35	199.01	24,919.47
267	Mar	72,538.92	484.93	157,847.28	200.34	25,119.81
268	Apr	72,337.24	483.59	158,330.87	201.68	25,321.49
269	May	72,134.22	482.25	158,813.12	203.02	25,524.51
270	Jun	71,929.84	480.89	159,294.01	204.38	25,728.89
271	Jul	71,724.10	479.53	159,773.54	205.74	25,934.63
272	Aug	71,516.99	478.16	160,251.70	207.11	26,141.74
273	Sep	71,308.50	476.78	160,728.48	208.49	26,350.23
274	Oct	71,098.62	475.39	161,203.87	209.88	26,560.11
275	Nov	70,887.34	473.99	161,677.86	211.28	26,771.39
276	Dec	70,674.65	472.58	162,150.44	212.69	26,984.08
Total Year	2032	Interest	5,761.92	Principal	2,461.32	
277	Jan	70,460.54	471.16	162,621.60	214.11	27,198.19
278	Feb	70,245.01	469.74	163,091.34	215.53	27,413.72

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05-22-2006

Loan Calculator

Payment Number	Month	Remaining Balance	Interest	Interest To Date	Principal	Principal To Date
279	Mar	70,028.04	468.30	163,559.64	216.97	27,630.69
280	Apr	69,809.62	466.85	164,026.49	218.42	27,849.11
281	May	69,589.75	465.40	164,491.89	219.87	28,068.98
282	Jun	69,368.41	463.93	164,955.82	221.34	28,290.32
283	Jul	69,145.60	462.46	165,418.28	222.81	28,513.13
284	Aug	68,921.30	460.97	165,879.25	224.30	28,737.43
285	Sep	68,695.51	459.48	166,338.73	225.79	28,963.22
286	Oct	68,468.21	457.97	166,796.70	227.30	29,190.52
287	Nov	68,239.39	456.45	167,253.15	228.82	29,419.34
288	Dec	68,009.05	454.93	167,708.08	230.34	29,649.68
Total Year	2033	Interest	5,557.64	Principal	2,665.60	
289	Jan	67,777.17	453.39	168,161.47	231.88	29,881.56
290	Feb	67,543.75	451.85	168,613.32	233.42	30,114.98
291	Mar	67,308.77	450.29	169,063.61	234.98	30,349.96
292	Apr	67,072.23	448.73	169,512.34	236.54	30,586.50
293	May	66,834.11	447.15	169,959.49	238.12	30,824.62
294	Jun	66,594.40	445.56	170,405.05	239.71	31,064.33
295	Jul	66,353.09	443.96	170,849.01	241.31	31,305.64
296	Aug	66,110.17	442.35	171,291.36	242.92	31,548.56
297	Sep	65,865.63	440.73	171,732.09	244.54	31,793.10
298	Oct	65,619.46	439.10	172,171.19	246.17	32,039.27
299	Nov	65,371.65	437.46	172,608.65	247.81	32,287.08
300	Dec	65,122.19	435.81	173,044.46	249.46	32,536.54
Total Year	2034	Interest	5,336.38	Principal	2,886.86	
301	Jan	64,871.07	434.15	173,478.61	251.12	32,787.66
302	Feb	64,618.27	432.47	173,911.08	252.80	33,040.46
303	Mar	64,363.79	430.79	174,341.87	254.48	33,294.94
304	Apr	64,107.61	429.09	174,770.96	256.18	33,551.12
305	May	63,849.72	427.38	175,198.34	257.89	33,809.01
306	Jun	63,590.11	425.66	175,624.00	259.61	34,068.62
307	Jul	63,328.77	423.93	176,047.93	261.34	34,329.96
308	Aug	63,065.69	422.19	176,470.12	263.08	34,593.04
309	Sep	62,800.86	420.44	176,890.56	264.83	34,857.87
310	Oct	62,534.26	418.67	177,309.23	266.60	35,124.47
311	Nov	62,265.89	416.90	177,726.13	268.37	35,392.84
312	Dec	61,995.73	415.11	178,141.24	270.16	35,663.00
Total Year	2035	Interest	5,096.78	Principal	3,126.46	
313	Jan	61,723.76	413.30	178,554.54	271.97	35,934.97
314	Feb	61,449.98	411.49	178,966.03	273.78	36,208.75
315	Mar	61,174.38	409.67	179,375.70	275.60	36,484.35
316	Apr	60,896.94	407.83	179,783.53	277.44	36,761.79
317	May	60,617.65	405.98	180,189.51	279.29	37,041.08
318	Jun	60,336.50	404.12	180,593.63	281.15	37,322.23
319	Jul	60,053.47	402.24	180,995.87	283.03	37,605.26
320	Aug	59,768.56	400.36	181,396.23	284.91	37,890.17
321	Sep	59,481.75	398.46	181,794.69	286.81	38,176.98
322	Oct	59,193.02	396.54	182,191.23	288.73	38,465.71

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05-22-2006

Loan Calculator

Payment Number	Month	Remaining Balance	Interest	Interest To Date	Principal	Principal To Date
323	Nov	58,902.37	394.62	182,585.85	290.65	38,756.36
324	Dec	58,609.78	392.68	182,978.53	292.59	39,048.95
Total Year	2036	Interest	4,837.29	Principal	3,385.95	
325	Jan	58,315.24	390.73	183,369.26	294.54	39,343.49
326	Feb	58,018.74	388.77	183,758.03	296.50	39,639.99
327	Mar	57,720.26	386.79	184,144.82	298.48	39,938.47
328	Apr	57,419.79	384.80	184,529.62	300.47	40,238.94
329	May	57,117.32	382.80	184,912.42	302.47	40,541.41
330	Jun	56,812.83	380.78	185,293.20	304.49	40,845.90
331	Jul	56,506.31	378.75	185,671.95	306.52	41,152.42
332	Aug	56,197.75	376.71	186,048.66	308.56	41,460.98
333	Sep	55,887.13	374.65	186,423.31	310.62	41,771.60
334	Oct	55,574.44	372.58	186,795.89	312.69	42,084.29
335	Nov	55,259.67	370.50	187,166.39	314.77	42,399.06
336	Dec	54,942.80	368.40	187,534.79	316.87	42,715.93
Total Year	2037	Interest	4,556.26	Principal	3,666.98	
337	Jan	54,623.82	366.29	187,901.08	318.98	43,034.91
338	Feb	54,302.71	364.16	188,265.24	321.11	43,356.02
339	Mar	53,979.46	362.02	188,627.26	323.25	43,679.27
340	Apr	53,654.05	359.86	188,987.12	325.41	44,004.68
341	May	53,326.47	357.69	189,344.81	327.58	44,332.26
342	Jun	52,996.71	355.51	189,700.32	329.76	44,662.02
343	Jul	52,664.75	353.31	190,053.63	331.96	44,993.98
344	Aug	52,330.58	351.10	190,404.73	334.17	45,328.15
345	Sep	51,994.18	348.87	190,753.60	336.40	45,664.55
346	Oct	51,655.54	346.63	191,100.23	338.64	46,003.19
347	Nov	51,314.64	344.37	191,444.60	340.90	46,344.09
348	Dec	50,971.47	342.10	191,786.70	343.17	46,687.26
Total Year	2038	Interest	4,251.91	Principal	3,971.33	
349	Jan	50,626.01	339.81	192,126.51	345.46	47,032.72
350	Feb	50,278.25	337.51	192,464.02	347.76	47,380.48
351	Mar	49,928.17	335.19	192,799.21	350.08	47,730.56
352	Apr	49,575.75	332.85	193,132.06	352.42	48,082.98
353	May	49,220.98	330.50	193,462.56	354.77	48,437.75
354	Jun	48,863.85	328.14	193,790.70	357.13	48,794.88
355	Jul	48,504.34	325.76	194,116.46	359.51	49,154.39
356	Aug	48,142.43	323.36	194,439.82	361.91	49,516.30
357	Sep	47,778.11	320.95	194,760.77	364.32	49,880.62
358	Oct	47,411.36	318.52	195,079.29	366.75	50,247.37
359	Nov	47,042.17	316.08	195,395.37	369.19	50,616.56
360	Dec	46,670.51	313.61	195,708.98	371.66	50,988.22
Total Year	2039	Interest	3,922.28	Principal	4,300.96	
361	Jan	46,296.38	311.14	196,020.12	374.13	51,362.35
362	Feb	45,919.75	308.64	196,328.76	376.63	51,738.98
363	Mar	45,540.61	306.13	196,634.89	379.14	52,118.12

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05-22-2006

Loan Calculator

Payment Number	Month	Remaining Balance	Interest	Interest To Date	Principal	Principal To Date
364	Apr	45,158.94	303.60	196,938.49	381.67	52,499.79
365	May	44,774.73	301.06	197,239.55	384.21	52,884.00
366	Jun	44,387.96	298.50	197,538.05	386.77	53,270.77
367	Jul	43,998.61	295.92	197,833.97	389.35	53,660.12
368	Aug	43,606.66	293.32	198,127.29	391.95	54,052.07
369	Sep	43,212.10	290.71	198,418.00	394.56	54,446.63
370	Oct	42,814.91	288.08	198,706.08	397.19	54,843.82
371	Nov	42,415.07	285.43	198,991.51	399.84	55,243.66
372	Dec	42,012.57	282.77	199,274.28	402.50	55,646.16
Total Year	2040	Interest	3,565.30	Principal	4,657.94	
373	Jan	41,607.38	280.08	199,554.36	405.19	56,051.35
374	Feb	41,199.49	277.38	199,831.74	407.89	56,459.24
375	Mar	40,788.88	274.66	200,106.40	410.61	56,869.85
376	Apr	40,375.54	271.93	200,378.33	413.34	57,283.19
377	May	39,959.44	269.17	200,647.50	416.10	57,699.29
378	Jun	39,540.57	266.40	200,913.90	418.87	58,118.16
379	Jul	39,118.90	263.60	201,177.50	421.67	58,539.83
380	Aug	38,694.42	260.79	201,438.29	424.48	58,964.31
381	Sep	38,267.11	257.96	201,696.25	427.31	59,391.62
382	Oct	37,836.95	255.11	201,951.36	430.16	59,821.78
383	Nov	37,403.93	252.25	202,203.61	433.02	60,254.80
384	Dec	36,968.02	249.36	202,452.97	435.91	60,690.71
Total Year	2041	Interest	3,178.69	Principal	5,044.55	
385	Jan	36,529.20	246.45	202,699.42	438.82	61,129.53
386	Feb	36,087.46	243.53	202,942.95	441.74	61,571.27
387	Mar	35,642.77	240.58	203,183.53	444.69	62,015.96
388	Apr	35,195.12	237.62	203,421.15	447.65	62,463.61
389	May	34,744.48	234.63	203,655.78	450.64	62,914.25
390	Jun	34,290.84	231.63	203,887.41	453.64	63,367.89
391	Jul	33,834.18	228.61	204,116.02	456.66	63,824.55
392	Aug	33,374.47	225.56	204,341.58	459.71	64,284.26
393	Sep	32,911.70	222.50	204,564.08	462.77	64,747.03
394	Oct	32,445.84	219.41	204,783.49	465.86	65,212.89
395	Nov	31,976.88	216.31	204,999.80	468.96	65,681.85
396	Dec	31,504.79	213.18	205,212.98	472.09	66,153.94
Total Year	2042	Interest	2,760.01	Principal	5,463.23	
397	Jan	31,029.55	210.03	205,423.01	475.24	66,629.18
398	Feb	30,551.14	206.86	205,629.87	478.41	67,107.59
399	Mar	30,069.54	203.67	205,833.54	481.60	67,589.19
400	Apr	29,584.73	200.46	206,034.00	484.81	68,074.00
401	May	29,096.69	197.23	206,231.23	488.04	68,562.04
402	Jun	28,605.40	193.98	206,425.21	491.29	69,053.33
403	Jul	28,110.83	190.70	206,615.91	494.57	69,547.90
404	Aug	27,612.97	187.41	206,803.32	497.86	70,045.76
405	Sep	27,111.79	184.09	206,987.41	501.18	70,546.94
406	Oct	26,607.27	180.75	207,168.16	504.52	71,051.46
407	Nov	26,099.38	177.38	207,345.54	507.89	71,559.35

Prepared By:

SCOTT BUSINESS SERVICE
31702 RAILROADCANYON ROAD
CANYON LAKE CA 92587
Tel: (951) 244-0116 Fax: (951) 244-4298

05-22-2006

Loan Calculator

Payment Number	Month	Remaining Balance	Interest	Interest To Date	Principal	Principal To Date
408	Dec	25,588.11	174.00	207,519.54	511.27	72,070.62
Total Year	2043	Interest	2,306.56	Principal	5,916.68	
409	Jan	25,073.43	170.59	207,690.13	514.68	72,585.30
410	Feb	24,555.32	167.16	207,857.29	518.11	73,103.41
411	Mar	24,033.75	163.70	208,020.99	521.57	73,624.98
412	Apr	23,508.70	160.22	208,181.21	525.05	74,150.03
413	May	22,980.15	156.72	208,337.93	528.55	74,678.58
414	Jun	22,448.08	153.20	208,491.13	532.07	75,210.65
415	Jul	21,912.46	149.65	208,640.78	535.62	75,746.27
416	Aug	21,373.27	146.08	208,786.86	539.19	76,285.46
417	Sep	20,830.49	142.49	208,929.35	542.78	76,828.24
418	Oct	20,284.09	138.87	209,068.22	546.40	77,374.64
419	Nov	19,734.05	135.23	209,203.45	550.04	77,924.68
420	Dec	19,180.34	131.56	209,335.01	553.71	78,478.39
Total Year	2044	Interest	1,815.47	Principal	6,407.77	
421	Jan	18,622.94	127.87	209,462.88	557.40	79,035.79
422	Feb	18,061.82	124.15	209,587.03	561.12	79,596.91
423	Mar	17,496.96	120.41	209,707.44	564.86	80,161.77
424	Apr	16,928.34	116.65	209,824.09	568.62	80,730.39
425	May	16,355.93	112.86	209,936.95	572.41	81,302.80
426	Jun	15,779.70	109.04	210,045.99	576.23	81,879.03
427	Jul	15,199.63	105.20	210,151.19	580.07	82,459.10
428	Aug	14,615.69	101.33	210,252.52	583.94	83,043.04
429	Sep	14,027.86	97.44	210,349.96	587.83	83,630.87
430	Oct	13,436.11	93.52	210,443.48	591.75	84,222.62
431	Nov	12,840.41	89.57	210,533.05	595.70	84,818.32
432	Dec	12,240.74	85.60	210,618.65	599.67	85,417.99
Total Year	2045	Interest	1,283.64	Principal	6,939.60	
433	Jan	11,637.07	81.60	210,700.25	603.67	86,021.66
434	Feb	11,029.38	77.58	210,777.83	607.69	86,629.35
435	Mar	10,417.64	73.53	210,851.36	611.74	87,241.09
436	Apr	9,801.82	69.45	210,920.81	615.82	87,856.91
437	May	9,181.90	65.35	210,986.16	619.92	88,476.83
438	Jun	8,557.84	61.21	211,047.37	624.06	89,100.89
439	Jul	7,929.62	57.05	211,104.42	628.22	89,729.11
440	Aug	7,297.21	52.86	211,157.28	632.41	90,361.52
441	Sep	6,660.59	48.65	211,205.93	636.62	90,998.14
442	Oct	6,019.72	44.40	211,250.33	640.87	91,639.01
443	Nov	5,374.58	40.13	211,290.46	645.14	92,284.15
444	Dec	4,725.14	35.83	211,326.29	649.44	92,933.59
Total Year	2046	Interest	707.64	Principal	7,515.60	
445	Jan	4,071.37	31.50	211,357.79	653.77	93,587.36
446	Feb	3,413.24	27.14	211,384.93	658.13	94,245.49
447	Mar	2,750.72	22.75	211,407.68	662.52	94,908.01
448	Apr	2,083.79	18.34	211,426.02	666.93	95,574.94

Prepared By:

SCOTT BUSINESS SERVICE
31702 RAILROADCANYON ROAD
CANYON LAKE CA 92587
Tel: (951) 244-0116 Fax: (951) 244-4298

05-22-2006

Loan Calculator

Payment Number	Month	Remaining Balance	Interest	Interest To Date	Principal	Principal To Date
449	May	1,412.41	13.89	211,439.91	671.38	96,246.32
450	Jun	736.56	9.42	211,449.33	675.85	96,922.17
451	Jul	56.20	4.91	211,454.24	680.36	97,602.53
452	Aug	0.00	0.37	211,454.61	56.20	97,658.73
Total Year	2047	Interest	128.32	Principal	4,725.14	

Last Payment	\$56.57
Total Payments	\$309,113.34
Number of Payments	452

Prepared By:

SCOTT BUSINESS SERVICE
31702 RAILROADCANYON ROAD
CANYON LAKE CA 92587
Tel: (951) 244-0116 Fax: (951) 244-4298

05-22-2006


CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
County of Riverside)

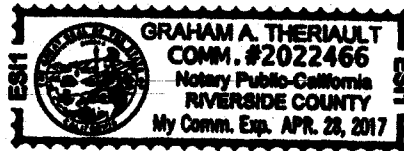
On May 30, 2013 before me, Graham A. Theriault , a notary public, personally appeared Barbara Roberts, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or 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 of Notary



County Administrative Center- 4th Floor
4080 Lemon Street, P.O. Box 12005
Riverside, CA 92502-2205
(951) 955-3900
(951) 955-3990 - Fax



**COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR**

Palm Springs Office
997 E Tahquitz Canyon Way, Suite A
Palm Springs, CA 92262

Temecula Office
40935 County Center Drive, Suite C
Temecula, CA 92591

E-mail: ttc@co.riverside.ca.us
www.countytreasurer.org

June 6, 2012

ROBERTS, BARBARA
333 N. KIRBY #54
HEMET, CA 92545

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 365091009-7 Item: 397
Situs Address: 32513 Lakeview Ter Lake Elsinore
Assessee: Garcia, Bernabe & Ramirez, Sarai & Lezama, Marco Antonio
Date Sold: March 20, 2012
Date Deed to Purchaser Recorded: May 11, 2012
Final Date to Submit Claim: May 13, 2013

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3842.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT
TREASURER-TAX COLLECTOR

By Adrian Potenciano
Deputy

INSTRUCTIONS FOR FILING CLAIM

(See Claim Form on Reverse Side)

The California Revenue and Taxation Code, Section 4675, states in part (paraphrased):

For the purposes of this article, parties of interest and their order of priority are:

(a) First, lienholders of record prior to the recordation of the tax deed to the purchaser in the order of their priority; and

(b) Then, any person with title of record to all or any portion of the property prior to the recordation of the tax deed to the purchaser.

If you consider yourself to be a party of interest in the sale of tax-defaulted property as defined above, please fill out the reverse of this form stating how you have determined your status as a party of interest. If you need help in filling out the form, please contact our office by telephone at 951-955-3842, mail, or in person.

You must attach copies of documents to support your claim as follows:

1. In case (a), attach a copy of your trust deed or other evidence of lien or security interest, along with a statement under penalty of perjury setting forth the original amount of the lien or interest, the total amount of payments received reducing the original amount of the lien or interest, and the amount still due and payable as of the date of the sale of the tax defaulted property by the Tax Collector.

2. In case (b), attach copies of any other documents (e.g., deed, certified death certificate, will, court order, etc.) supporting your claim.

PLEASE NOTE: We cannot, by law, begin processing of claims until one year has passed from the date of the deed to the purchaser. In order to receive consideration by the Riverside County Board of Supervisors, claims must be filed **ON OR BEFORE THE EXPIRATION OF ONE YEAR** following the date of the recording of the deed to the purchaser. Please see the "Date Deed to Purchaser Recorded" appearing on the attached notice (Form 117-170). The Tax Collector will submit a recommendation to the County Board of Supervisors as to what disposition should be made on your claim. Following the Board's review, the claim will either be approved or denied. The Clerk of the Board of Supervisors will notify you of the action taken by the Board. Should the claim be approved, the Auditor-Controller will issue a County warrant in payment. By law, the Auditor-Controller cannot issue a warrant in payment of the approved claim until 90 days following the action taken by the Board.

MAIL COMPLETED FORMS TO:

Don Kent, Treasurer-Tax Collector
Post Office Box 12005
Riverside, CA 92502-2205

Attention: Excess Proceeds

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 192 Item 397 Assessment No.: 365091009-7

Assessee: GARCIA, BERNABE & RAMIREZ, SARAI & LEZAMA, MARCO ANTONIO

Situs: 32513 LAKEVIEW TER LAKE ELSINORE

Date Sold: March 20, 2012

Date Deed to Purchaser Recorded: May 11, 2012

Final Date to Submit Claim: May 13, 2013

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 29,360.61 from the sale of the above mentioned real property. I/We were the lienholder(s), property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2006-0372411, recorded on 5/23/2006. A copy of this document is attached here to. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

append to claim (documents previously submitted)
note updated address below

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 10th day of May, 2013 at Los Angeles County, CA
County, State

Robert Weekes, attorney-in-fact, for
Signature of Claimant Bernabe Garcia and
Sarai Ramirez

Robert Weekes
Print Name

5270 W. 64th St.
Street Address

Inglewood, CA 90302
City, State, Zip

520-440-8296
Phone Number

Signature of Claimant

Print Name

Street Address

City, State, Zip

Phone Number

AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the assignor's claim as a "party of interest" must be provided at the time this document is filed with the Treasurer-Tax Collector. PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS.

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby make Robert Weekes my agent to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number Item # 397 365091009-7 sold at public auction on March 20, 2012. I understand that I AM NOT SELLING MY RIGHT TO THE REFUND, but merely naming an agent for collection purposes for my convenience.

I also understand that the total of excess proceeds available for refund is \$ 29,360.61 and that I have a right to file a claim for this refund on my own, without the help of an agent. For valuable consideration received my agent is appointed to act on my behalf.

Bernabe Garcia
(Signature of Party of Interest)

BERNABE GARCIA
(Name Printed)

29415 Ave 13 1/2
(Address)

Madera, CA 93638
(City/State/Zip)

323-514-4293
(Area Code/Telephone Number)

STATE OF CALIFORNIA)ss.
COUNTY OF Madera

On February 21, 2013, before me, Liz Demera, personally appeared Bernabe Garcia, 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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Liz Demera
(Signature of Notary)

(This area for official seal)


I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest, pursuant to Section 4675 of the California Revenue and Taxation Code, the full amount of excess proceeds available and ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN, WITHOUT THE HELP OF AN AGENT.

Robert Weekes
(Signature of Agent)

Robert Weekes
(Name Printed)

5607 S Rinpan Blvd
(Address)

Los Angeles, CA 90043
(City/State/Zip)

STATE OF CALIFORNIA)ss.
COUNTY OF Los Angeles

On MARCH 14, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT WEEKE S, 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.

WITNESS my hand and official seal.

Kenneth L. Ferguson
(Signature of Notary)

(This area for official seal)


AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the assignor's claim as a "party of interest" must be provided at the time this document is filed with the Treasurer-Tax Collector. PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS.

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby make Robert Weekes my agent to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number Item # 397 365091009-7 sold at public auction on March 20, 2012. I understand that I AM NOT SELLING MY RIGHT TO THE REFUND, but merely naming an agent for collection purposes for my convenience.

I also understand that the total of excess proceeds available for refund is \$ 29,360.61 and that I have a right to file a claim for this refund on my own, without the help of an agent. For valuable consideration received my agent is appointed to act on my behalf.

[Signature]
(Signature of Party of Interest)

SARA I RAMIREZ
(Name Printed)

29415 Ave 13 1/2
(Address)

Madera CA 93638
(City/State/Zip)

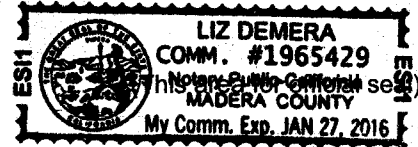
323-514-4293
(Area Code/Telephone Number)

STATE OF CALIFORNIA)ss.
COUNTY OF Madera

On February 21st, 2013, before me, Liz Demera, personally appeared Sara Ramirez, 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.
[Signature]
(Signature of Notary)



I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest, pursuant to Section 4675 of the California Revenue and Taxation Code, the full amount of excess proceeds available and ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN, WITHOUT THE HELP OF AN AGENT.

[Signature]
(Signature of Agent)

Robert Weekes
(Name Printed)

5607 S Rimpian Blvd
(Address)

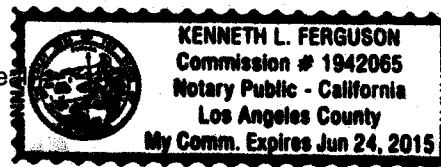
Los Angeles, CA 90043
(City/State/Zip)

STATE OF CALIFORNIA)ss.
COUNTY OF Los Angeles

On March 14, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT WEEKES, 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.

WITNESS my hand and official seal.
[Signature]
(Signature of Notary)

(This area for official seal)



DOC # 2006-0372411

05/23/2006 08:00A Fee:7.00

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



Recording Requested By:

When recorded mail document and tax information to:

Bernabe garcia and sarai amirez

6303 Marconi St.
Huntingtom park, ca 90255

APN # .365-091-009

Table with columns: M, S, U, PAGE, SIZE, DA, PCOR, NOCOR, SMF, MISC. and rows for document details.

9

TRA:005

Grant Deed

The undersigned declares that the Documentary Transfer Tax is \$ and City Tax \$ and is

- computed on the full value of the property conveyed; OR IS
computed on the full value less value of liens or encumbrances remaining at the time of sale.
Unincorporated area City of



FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

MARCO ANTONIO LEZAMA A SINGLE MAN

hereby GRANT(S) to: BERNABE GARCIA AND SARAI RAMIREZ AND MARCO ANTONIO LEZAMA

the following described real property located in the city of LAKE ELSINORE

County of RIVERSIDE, State of California: and more particularly described as follows:

The real property in the unincorporated area of Lake Elsinore county of Riverside, State of California, described as: Lot 9 in Block G of Sedco Townsite Tract. as shown by map on file in Book 13 Pages 31 Through 34, inclusive of maps, Records of Riverside County, California dated May 15, 2006.

Property Commonly Known As: #@%!# 32513 Lakeview Terrace, Lake Elsinore Ca 92530

Dated: May 15, 2006

Signature of Marco Lezama

STATE OF CALIFORNIA }SS.
COUNTY OF LOS ANGELES

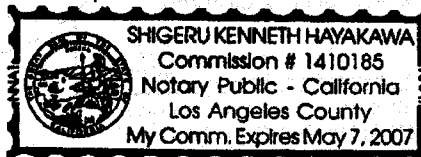
On May 16, 2006 before me, Shigeru Kenneth Hayakawa a Notary Public, personally appeared

Marco Lezama

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

WITNESS my hand and official seal.

Signature of Notary Public



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Norwalk, CA 90650
(562) 929-3311

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LOS ANGELES CA 90043-2339

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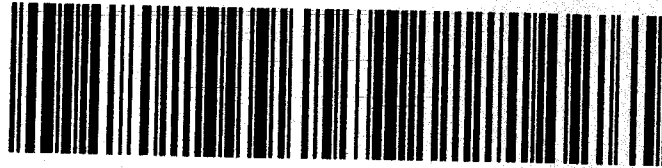
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SHIP TO:

DON KENT
TREASURER-TAX COLLECTOR
PO BOX 12005
RIVERSIDE CA 92502-2205

Attempted 3/15 @ 9:20
TREASURER-TAX COLLECTOR
RECEIVED
MAR 19 2013

USPS EXPRESS MAIL



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Return Receipt	COD	Additional Insurance Fee		\$0.90

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