

FORM APPROVED COUNTY COUNSEL
 BY: Patricia Munroe 1/13/14
 DATE

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



502 B

FROM: TLMA – Code Enforcement Department

SUBMITTAL DATE:
 February 20, 2014

SUBJECT: Abatement of Public Nuisance [Substandard Structures, Excess Outside Storage and Accumulated Rubbish]
 Case No: CV13-01584 [SOTELO]
 Subject Property: 26484 Cortrite Ave., Hemet; APN: 458-270-026
 District: 3/3 [\$0]

RECOMMENDED MOTION: That the Board of Supervisors move that:

1. The substandard structures (dwelling and shed) on the real property located at 26484 Cortrite Ave., Hemet, Riverside County, California, APN: 458-270-026 be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which does not permit substandard structures on the property.
2. Juventino Sotelo, the owner of the subject real property, be directed to abate the substandard structures on the property by rehabilitating, removing, and/or demolishing the same from the real property, including the removal and disposal of all structural debris and materials within ninety (90) days.

[Signature]
 GREG FLANNERY
 Code Enforcement Official

(Continued)

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

SOURCE OF FUNDS Budget Adjustment:
 For Fiscal Year:

C.E.O. RECOMMENDATION:

APPROVE
 BY: *[Signature]*
 Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Jeffries 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: March 11, 2014
 xc: TLMA/CED

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

Prev. Agn. Ref.: District: 3/3 Agenda Number:

9-4

Positions Added
 Change Order
 A-30
 4/5 Vote

Departmental Concurrence

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

FORM 11: Abatement of Public Nuisance [Substandard Structures, Excess Outside Storage and Accumulated Rubbish]

Case No: CV13-01584 [SOTELO]

Subject Property: 26484 Cortrite Ave., Hemet; APN: 458-270-026

District: 3/3

DATE: February 20, 2014

PAGE: 2 of 3

RECOMMENDED MOTION (continued):

3. The owner be ordered to ascertain the existence or non-existence of asbestos containing materials in said structures by survey and materials sample testing through the Industrial Hygiene Specialist of the County Health Department, Division of Special Services; and prior to the abatement ordered in paragraph number two (2) above, to secure the removal and disposal of all asbestos containing materials discovered through such survey and testing by contract with a duly certified and licensed contractor for the handling of such materials to avoid citations and/or fines imposed by the South Coast Air Quality Management District (SCAQMD) pursuant to SCAQMD Rule No. 1403.

4. The excess outside storage and accumulation of rubbish on the real property located at 26484 Cortrite Ave., Hemet, be declared a public nuisance and a violation of Riverside County Ordinance Nos. 348 and 541 which does not allow any excess outside storage or accumulation of rubbish on the property.

5. Juventino Sotelo, the owner of the subject property, be directed to abate the excess outside storage and accumulation of rubbish on the property by removing and disposing of the same from the real property within ninety (90) days.

6. 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 of the owner or receipt of a Court Order authorizing entry onto the real property when necessary under applicable law, may abate the substandard structures, excess outside storage and accumulation of rubbish by removing and disposing of the same from the real property.

7. 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.

8. County Counsel be directed to prepare the necessary Findings of Fact and Conclusions that the substandard structures, excess outside storage of materials and accumulation of rubbish on the real property is declared to be in violation of Riverside County Ordinance Nos. 348, 457 and 541, and constitutes a public nuisance. Further, County Counsel shall prepare an Order to Abate for approval by the Board.

BACKGROUND:

1. An initial inspection was made on the subject property by Code Enforcement Officer Matt Jones on April 12, 2013. The inspection revealed two substandard structures (dwelling and shed) on the subject property in violation of Riverside County Ordinance No. 457. The substandard conditions of the structures included, but were not limited to the following: Lack of hot and cold running water to plumbing fixtures, hazardous plumbing, dampness of habitable rooms, general dilapidation or improper maintenance, fire hazard, improper occupancy, public and attractive nuisance – abandoned/vacant.

2. The inspection also revealed excess outside storage and accumulation of rubbish on the subject property in violation of Riverside County Ordinance Nos. 348 and 541 which does not allow any excess outside storage or rubbish on the property. The excess outside storage and accumulation of rubbish consisted of but was not limited to the following materials: tires, broken furniture, paper, metal, and plastic.

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

FORM 11: Abatement of Public Nuisance [Substandard Structures, Excess Outside Storage and Accumulated Rubbish]

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3. Follow up inspections of the above-described real property on April 18, 2013, May 15, 2013, June 21, 2013, September 18, 2013 and October 24, 2013, revealed the property continues to be in violation of Riverside County Ordinance Nos. 348, 457 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 substandard structures, excess outside storage and accumulated rubbish.

Impact on Citizens and Businesses

Failure to abate will have a negative impact on citizens or businesses due to health and safety hazards, nuisance and potential impact on real estate values.

SUPPLEMENTAL:

Additional Fiscal Information

N/A

Contract History and Price Reasonableness

N/A

ATTACHMENTS

1 **BOARD OF SUPERVISORS**
2 **COUNTY OF RIVERSIDE**

3 IN RE ABATEMENT OF PUBLIC NUISANCE) CASE NO. CV 13-01584
4 [SUBSTANDARD STRUCTURES, EXCESS)
5 OUTSIDE STORAGE AND ACCUMULATED) DECLARATION OF CODE
6 RUBBISH]; APN: 458-270-026, 26484 CORTRITE) ENFORCEMENT OFFICER
7 AVE., HEMET, COUNTY OF RIVERSIDE, STATE) SAMATHA PHILLIPS
8 OF CALIFORNIA; JUVENTINO SOTELO, OWNER.)
9)
10) [RCO Nos. 348, 457 and 541]
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9 I, Samatha Phillips, declare that the facts set forth below are personally known to me except to
10 the extent that certain information is based on information and belief which I believe to be true, and if
11 called as a witness, I could and would competently testify thereof under oath:

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

15 2. I am informed and believe and thereon allege that on April 12, 2013, Officer Jones
16 conducted an initial inspection of the real property described as 26484 Cortrite Ave., Hemet, Riverside
17 County, California, and further described as Assessor's Parcel Number 458-270-026 (hereinafter
18 described as "THE PROPERTY"). A true and correct copy of a Thomas Brothers map page indicating
19 the location of THE PROPERTY is attached hereto and incorporated herein by reference as Exhibit "A."

20 3. A review of County records and documents disclosed that THE PROPERTY is owned by
21 Juventino Sotelo (hereinafter referred to as "OWNER"). A certified copy of the County Equalized
22 Assessment Roll for the 2013-2014 tax year and a copy of the report generated from the County
23 Geographic Information System ("GIS") is attached hereto and incorporated herein by reference as
24 E approximately 0.31 acres in size and is located within the R-R (Rural
25 F . This zone classification and size of the parcel does not allow any excess
26 c THE PROPERTY.

27 ot Book Report from RZ Title Service dated April 24, 2013 and updated on
28 rmined that other parties may potentially hold a legal interest in THE

1 PROPERTY, to wit: Eastern Municipal Water District, Western Progressive, LLC., U.S. Bank, National
2 Association as Trustee for the C-Bass, Encore Credit Corp, MERS, (hereinafter referred to as
3 "INTERESTED PARTIES"). True and correct copies of the Lot Book Reports are attached hereto and
4 incorporated herein by reference as Exhibit "C."

5 5. I am informed and believe and thereon allege that on April 12, 2013, Officer Jones
6 conducted an initial inspection of the open and accessible property. Officer Jones observed accumulated
7 rubbish and excess outside storage of materials on THE PROPERTY including but not limited to: tires,
8 broken furniture, paper, metal and plastic, in excess of 400 square feet. This condition causes THE
9 PROPERTY to constitute a public nuisance in violation of the provisions set forth in Riverside County
10 Ordinance ("RCO") Nos. 348 and 541.

11 6. On this date, Officer Jones also observed the following conditions as described below which
12 causes the dwelling and shed to be substandard and THE PROPERTY to constitute a public nuisance in
13 violation of the provisions set forth in RCO No. 457.

14 Dwelling:

- 15 1) Lack of hot and cold running water to plumbing fixtures;
- 16 2) Hazardous plumbing;
- 17 3) Dampness of habitable rooms;
- 18 4) General dilapidation or improper maintenance;
- 19 5) Fire Hazard;
- 20 6) Public and attractive nuisance – abandoned-vacant.

21 Shed:

- 22 1) Lack of hot and cold running water to plumbing fixtures;
- 23 2) Lack of connection to required sewage system;
- 24 3) Hazardous wiring;
- 25 4) Defective or deteriorated flooring or floor supports;
- 26 5) General dilapidation or improper maintenance;
- 27 6) Improper occupancy.

28 7. On April 12, 2013, a Notice of Violation, Notices of Defects and "Danger Do Not Enter"
signs were posted on THE PROPERTY.

8. On April 17, 2013 and June 24, 2013, Notice of Violation and Notices of Defects were
mailed to OWNER and INTERESTED PARTIES by first class mail.

9. On May 8, 2013, a Notice of Violation and Notice of Defects were mailed to OWNER by

1 certified mail with return receipt requested.

2 10. A site plan and photographs depicting the conditions of THE PROPERTY are attached
3 hereto and incorporated herein by reference as Exhibit "D."

4 11. True and correct copies of each Notice issued in this matter and other supporting
5 documentation are attached hereto and incorporated herein by reference as Exhibit "E."

6 12. Follow up inspections of the above described real property on April 18, 2013, May 15,
7 2013, June 21, 2013, September 18, 2013 and October 24, 2013, revealed THE PROPERTY remained
8 in violation of RCO Nos. 348, 457 and 541.

9 13. Based upon my experience, knowledge and visual observations, it is my determination
10 that the substandard structures (dwelling and shed), accumulated rubbish and excess outside storage
11 on THE PROPERTY create an extreme health, safety, fire and structural hazard to the neighbors and
12 general public and constitute a public nuisance in violation of the provisions set forth in RCO Nos. 348,
13 457 and 541.

14 14. A recent inspection showed THE PROPERTY remained in violation and constitutes a
15 public nuisance in violation of the provisions set forth of RCO Nos. 348, 457 and 541.

16 15. A Notice of Pendency of Administrative Proceedings was recorded in the Office of the
17 County Recorder, County of Riverside, State of California, on August 7, 2013, as Instrument Number
18 2013-0384992, a true and correct copy of which is attached hereto and incorporated herein by reference
19 as Exhibit "F."

20 16. A Notice to Correct County Ordinance Violations and Abate Public Nuisance, providing
21 notification of the Board of Supervisors' hearing was mailed to OWNER and INTERESTED PARTIES by
22 first class mail and was posted on THE PROPERTY. True and correct copies of the Notice, together
23 with Proof of Service and the Affidavit of Posting of Notice are attached hereto and incorporated herein
24 as Exhibit "G."

25 17. Significant rehabilitation, removal and/or demolition of the substandard structures and
26 removal and disposal of all structural materials, rubbish and debris are required to abate the public
27 nuisance and bring THE PROPERTY into compliance with RCO No. 457, the Health and Safety, Uniform
28 Housing, Administrative and Abatement of Dangerous Buildings Codes. In addition, the removal and

1 disposal of all excess outside storage and accumulated rubbish currently on THE PROPERTY is
2 required to abate the nuisance and bring THE PROPERTY into compliance with RCO No. 348, 457 and
3 541 and the Health and Safety Code. Given the size of the parcel and the zone classification, no amount
4 of outside storage or accumulated rubbish is allowed to be stored on THE PROPERTY under RCO Nos.
5 348 and 541.

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

7 (a) the structures (dwelling and shed) be condemned as substandard buildings, public
8 and attractive nuisances;

9 (b) the OWNER, or whoever has possession or control of THE PROPERTY, be
10 required to rehabilitate or demolish said structures, including the removal and disposal of all structural
11 debris and materials, on THE PROPERTY in strict accordance with the provisions of RCO No. 457;

12 (c) the OWNER, or whoever has possession or control of THE PROPERTY, be
13 ordered to ascertain the existence or non-existence of asbestos containing materials in said structures by
14 survey and materials sample testing through the Industrial Hygiene Specialist of the County Health
15 Department, Division of Special Services; and, prior to the abatement ordered in subsection (b) above, to
16 secure the removal and disposal of all asbestos containing materials discovered through such survey
17 and testing by contract with a duly certified and licensed contractor for the handling of such materials to
18 avoid citations and/or fines by South Coast Air Quality Management District ("SCAQMD") pursuant to
19 SCAQMD Rule NO. 1403;

20 (d) if the substandard structures are not razed, removed and disposed of, or
21 reconstructed in strict accordance with all Riverside County Ordinances, including but not limited to RCO
22 No. 457, within ninety (90) days of the date of the Board's Order to Abate, the substandard structures
23 and contents therein may be abated by representatives of the Riverside County Code Enforcement
24 Department, a contractor or the Sheriff's Department upon receipt of an owner's consent or a Court
25 Order where necessary under applicable law authorizing entry onto THE PROPERTY;

26 (e) the accumulation of rubbish and excess outside storage on THE PROPERTY be
27 deemed and declared a public nuisance;

28 (f) the OWNER, or whoever has possession or control of THE PROPERTY be

1 required to remove and dispose of all outside storage and accumulated rubbish on THE PROPERTY in
2 strict accordance with the provisions of RCO Nos.348 and 541.

3 (g) if the materials are not removed and disposed of in strict accordance with all
4 Riverside County Ordinances, including but not limited to Riverside County Ordinances Nos. 348 and
5 541, within ninety (90) days after posting and mailing of the Board's Order and Findings, the rubbish and
6 excess outside storage may be abated by representatives of the Riverside County Code Enforcement
7 Department, a contractor of the Sheriff's Department upon receipt of an owner's consent or a Court
8 Order, where necessary under applicable law, authorizing entry onto THE PROPERTY; and

9 (g) that reasonable costs of abatement, after notice and opportunity for hearing, shall be
10 imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE
11 PROPERTY pursuant to Government Code Section 25845 and RCO Nos. 348, 457, 541 and 725.

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

14 Executed this 15 day of JANUARY, 2014, at MURRIETA, California.


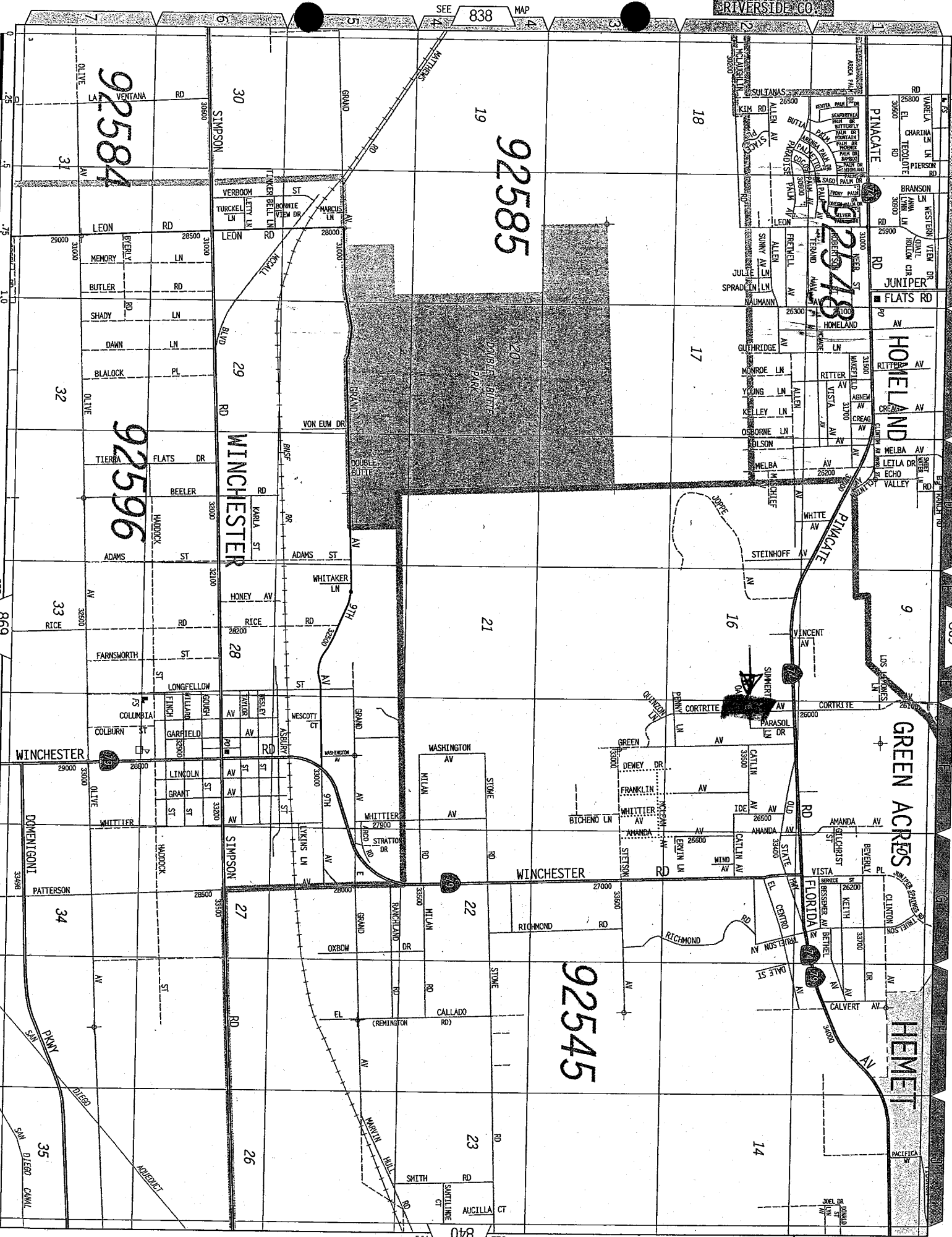
15
16
17 
18 SAMATHA PHILLIPS
Code Enforcement Officer
Code Enforcement Department

EXHIBIT “A”



92584

92585

92596

92548

92545

EXHIBIT “B”

Assessment Roll For the 2013-2014 Tax Year as of January 1,2013

Assessment #458270026-4		Parcel # 458270026-4	
Assessee:	SOTELO JUVENTINO	Land	25,000
Mail Address:	26484 CORTRITE AVE HEMET CA 92545	Structure	110,000
Real Property Use Code:	R1	Full Value	135,000
Base Year	2006	Homeowners' Exemption	7,000
Conveyance Number:	0921147	Total Net	128,000
Conveyance (mm/yy):	11/2005		
PUI:	R010012		
TRA:	89-050		
Taxability Code:	0-00		
ID Data:	Lot 2 MB 013/041 PERRIS VALLEY AC		
Situs Address:	26484 CORTRITE AVE HEMET CA 92545		

View Parcel Map

RIVERSIDE COUNTY GIS



Selected parcel(s):
458-270-026

IMPORTANT

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

STANDARD REPORT

APNs

458-270-026-4

OWNER NAME / ADDRESS

JUVENTINO SOTELO
26484 CORTRITE AVE
HEMET, CA. 92545

MAILING ADDRESS

(SEE OWNER)
(SEE SITUS)

LEGAL DESCRIPTION

RECORDED BOOK/PAGE: MB 13/41
SUBDIVISION NAME: PERRIS VALLEY AC
LOT/PARCEL: 2, BLOCK: NOT AVAILABLE
Por. TRACT NUMBER: NOT AVAILABLE

LOT SIZE

RECORDED LOT SIZE IS 0.31 ACRES

PROPERTY CHARACTERISTICS

WOOD FRAME, 1480 SQFT., 3 BDRM/ 2 BATH, 1 STORY, ATTACHED GARAGE(960 SQ. FT), CONST'D 1996COMPOSITION, ROOF, CENTRAL HEATING, CENTRAL COOLING

THOMAS BROS. MAPS PAGE/GRID

PAGE: 839 GRID: 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

1596/1596 FEET

PREVIOUS APN

NO DATA AVAILABLE

PLANNING

LAND USE DESIGNATIONS

RC-LDR

SANTA ROSA ESCARPMENT BOUNDARY

NOT IN THE SANTA ROSA ESCARPMENT BOUNDARY

AREA PLAN (RCIP)

HARVEST VALLEY / WINCHESTER

COMMUNITY ADVISORY COUNCILS

WINCHESTER/HOMELAND (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)

R-R

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 COMPATIBILITY ZONES

NOT IN AN AIRPORT COMPATIBILITY ZONE

ENVIRONMENTAL

CVMSHCP (COACHELLA VALLEY MULTI-SPECIES HABITAT CONSERVATION PLAN) CONSERVATION AREA

NOT IN A CONSERVATION AREA

CVMSHCP FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREAS

NOT IN A FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREA

WRMSHCP (WESTERN RIVERSIDE COUNTY MULTI-SPECIES HABITAT CONSERVATION PLAN) CELL GROUP

NOT IN A CELL GROUP

WRMSHCP CELL NUMBER

NOT IN A CELL

HANS/ERP (HABITAT ACQUISITION AND NEGOTIATION STRATEGY/EXPEDITED REVIEW PROCESS)

NONE

VEGETATION (2005)

DEVELOPED/DISTURBED LAND

FIRE

HIGH FIRE AREA (ORD. 787)

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

FIRE RESPONSIBILITY AREA

NOT IN A FIRE RESPONSIBILITY AREA

DEVELOPMENT FEES

CVMSHCP FEE AREA (ORD. 875)

NOT WITHIN THE COACHELLA VALLEY MSHCP FEE AREA

WRMSHCP FEE AREA (ORD. 810)

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

ROAD & BRIDGE DISTRICT

NOT IN A DISTRICT

EASTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 673)

NOT WITHIN THE EASTERN TUMF FEE AREA

WESTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 824)

IN OR PARTIALLY WITHIN A TUMF FEE AREA. SEE MAP FOR MORE INFORMATION. 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, 29.15 MILES FROM MT. PALOMAR OBSERVATORY

2010 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 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
- 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
CV1301584	ABATEMENT	Apr. 12, 2013

REPORT PRINTED ON...Wed Dec 04 14:10:01 2013
Version 131001

EXHIBIT “C”



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

Lot Book Report

Order Number: **29756**

Customer:

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

Order Date: 10/21/2013
Dated as of: 10/25/2013
County Name: Riverside

Attn: Brent Steele
Reference: CV13-01584/Regina Keyes
IN RE: SOTELO, JUVENTINO

FEE(s):
Report: \$120.00

Property Address: 26484 Cortrite Ave.
Hemet CA 92545

Assessor's Parcel No. : 458-270-026-4

Assessments:

Land Value:	\$25,000.00
Improvement Value:	\$110,000.00
Exemption Value:	\$7,000.00
Total Value:	\$128,000.00

Tax Information

Property Taxes for the Fiscal Year	2013-2014
First Installment	\$761.14
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 12/10/2013)
Second Installment	\$761.14
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2014)



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

Order Number: 29756

Reference: CV13-01584/Regi

Property Vesting

The last recorded document transferring title of said property

Dated	10/04/2005
Recorded	11/04/2005
Document No.	2005-0921147
D.T.T.	\$379.50
Grantor	Amy J. Brundza and Paul J. Brundza, wife and husband as joint tenants
Grantee	Juventino Sotelo, an unmarried man

Deeds of Trust

Position No.	1st
A Deed of Trust Dated	11/01/2005
Recorded	11/04/2005
Document No.	2005-0921148
Amount	\$310,499.00
Trustor	Juventino Sotelo, an unmarried man
Trustee	Fidelity National Title Insurance Company, a California Corporation
Beneficiary	Mortgage Electronic Registration Systems, Inc., acting as a nominee for Encore Credit Corp., a California Corporation
Assignment Dated	05/30/2013
Recorded	06/13/2013
Document No.	2013-0281374
Assigned to	U.S. Bank, National Association as Trustee for the C-Bass Mortgage Loan Asset Backed Certificates, Series 2006-CB2
Substitution of Trustee Recorded	07/16/2013
Document No.	2013-0341677



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

Order Number: 29756

Reference: CV13-01584/Regi

Trustee	Western Progressive, LLC
Notice of Default Recorded	07/29/2013
Document No.	2013-0363858

Additional Information

A Notice of Lien Recorded	03/28/2013
Document No.	2013-0148643
Amount	\$466.38
Owner	Jeventino Sotelo
Claimant	Eastern Municipal Water District

A Notice of Lien Recorded	05/23/2013
Document No.	2013-0246298
Amount	\$404.08
Owner	Juventino Sotelo
Claimant	Eastern Municipal Water District

A Notice of Administrative Proceedings by the	
City of	Hemet
County of	Riverside
Recorded	08/07/2013
Document No.	2013-0384992

Legal Description

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

PARCEL 1:

THE EAST 108.00 FEET OF THE NORTH 126.00 FEET OF THE SOUTH 399.00 FEET OF LOTS 1 AND 2 IN BLOCK 4 OF PERRIS VALLEY ACRES, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGES 41, 42 AND 43 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

THAT PORTION OF THE NORTH 300.00 FEET OF THE SOUTH 699.00 FEET OF LOTS 1 AND 2 IN BLOCK OF



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

Order Number: 29756

Reference: CV13-01584/Regi

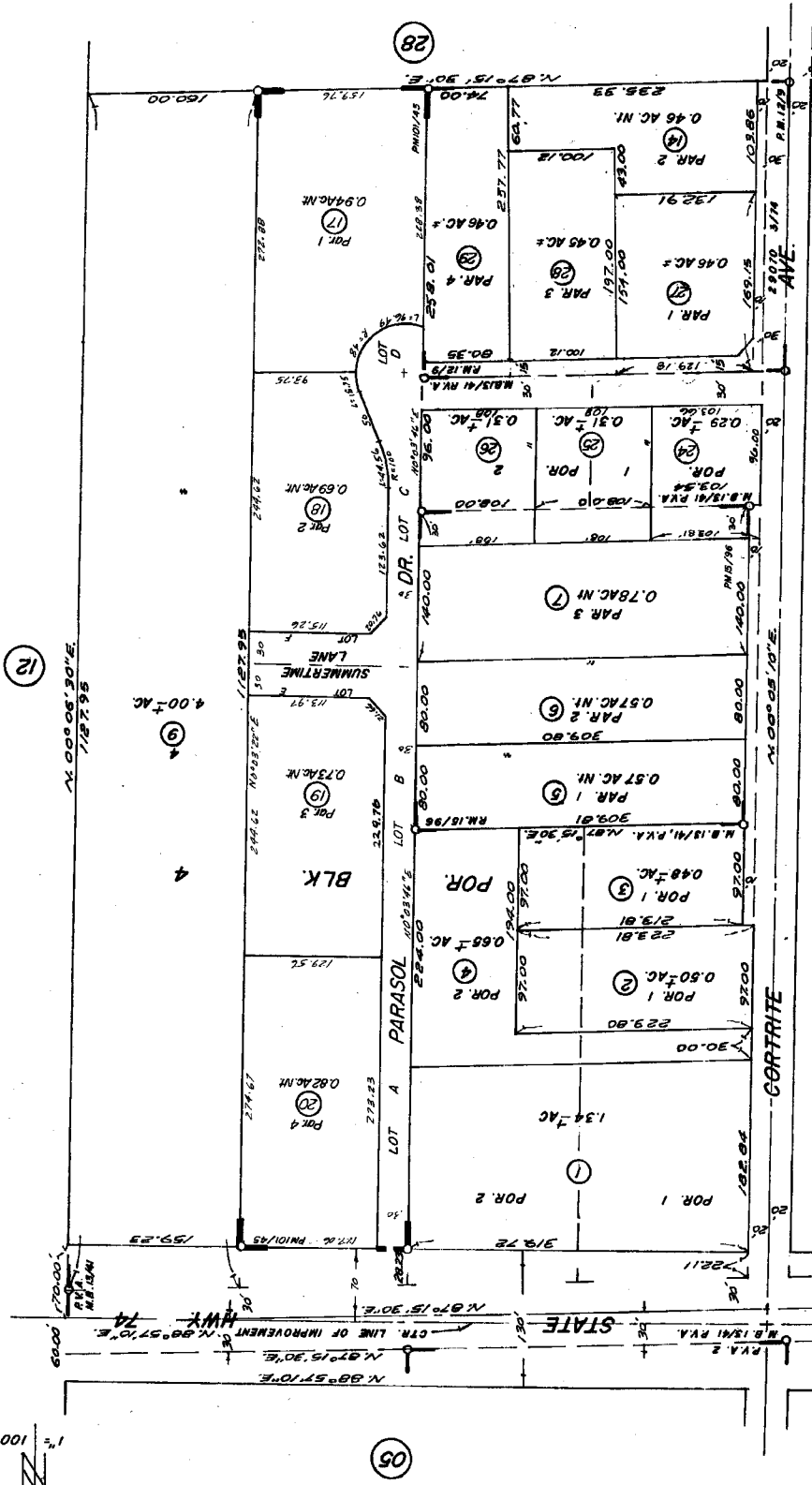
PERRIS VALLEY ACRES, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGES 41, 42 AND 43 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTH 300.00 FEET; THENCE NORTH 30.00 FEET ON THE WEST LINE OF LOT 1, THENCE NORTH 87° 15' 30" EAST, 211.81 FEET, PARALLEL WITH THE SOUTH LINE OF SAID NORTH 300.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 00° 04' 00" WEST, 30.00 FEET TO THE SOUTH LINE OF SAID NORTH 300.00 FEET;

THENCE NORTH 87° 15' 30" EAST, 108.00 FEET ON THE SOUTH LINE OF SAID NORTH 300.00 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 00° 04' 00" EAST, 30.00 FEET ON THE EAST LINE OF SAID SOUTH 300.00 FEET; THENCE SOUTH 87° 15' 30" WEST, 108.00 FEET, PARALLEL WITH THE SOUTH LINE OF SAID NORTH 300.00 FEET TO THE TRUE POINT OF BEGINNING.

458-06
458-27
T.R.A. 089-050

POR. E 1/2 SEC. 16, T. 5S., R. 2W.



DATE	OLD NO.	NEW NO.
2/7/01	08-07	00-7
3/02	9	17-20
10/02	10	21
"	11	22
"	12	23
9/08	21	24, 25
"	22	26, 27
"	23	28, 29
"	13	30, 31
"	14	32, 33

M.B. 13/41-43 PERRIS VALLEY ACRES
P.M. 15/96 Parcel Map 5329
P.M. 12/79 " " 5137
P.M. 10/45 " " 16542

DATA: 200-SS HWY. MAP
R.S. 60/88
M.B. 14/85

ASSESSORS MAP BK. 458 PG. 27
RIVERSIDE COUNTY, CALIF. Walt.

FEB. 1981

Recording Requested By
 First American Title Company
 Riverside Resale
 AND WHEN RECORDED MAIL TO:

Juventino Sotelo
 26484 Cortrite Avenue
 Hemet, CA 92545

DOC # 2005-0921147
 11/04/2005 08:00A Fee:30.00
 Page 1 of 2 Doc T Tax Paid
 Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder



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2117259.30

Title Order No.: 2117259

TRA# 089-050

GRANT DEED

458-270-026-4

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$379.50

30

T
LA

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale.
- Unincorporated area City of Hemet AND

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

Amy J. Brundza and Paul J. Brundza, Wife and Husband as Joint Tenants

hereby GRANT(s) to:

Juventino Sotelo, an Unmarried Man

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: 26484 Cortrite Avenue, Hemet, CA 92545
 AP#: 458-270-026-4

DATED October 4, 2005
 STATE OF CALIFORNIA
 COUNTY OF Riverside
 On October 11, 2005
 Before me, J. Fregoso
 A Notary Public in and for said State, personally appeared
Amy J. Brundza and
Paul J. Brundza

[Signature]
 Amy J. Brundza
[Signature]
 Paul J. Brundza

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 J. Fregoso

(This area for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:

Title Order Number:

File Number: 0625-2117259

Exhibit "A"

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

PARCEL 1:

THE EAST 108.00 FEET OF THE NORTH 126.00 FEET OF THE SOUTH 399.00 FEET OF LOTS 1 AND 2 IN BLOCK 4 OF PERRIS VALLEY ACRES, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGES 41, 42 AND 43 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTH 300.00 FEET;

THENCE NORTH 30.00 FEET ON THE WEST LINE OF LOT 1,

THENCE NORTH 87° 15' 30" EAST, 211.81 FEET, PARALLEL WITH THE SOUTH LINE OF SAID NORTH 300.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00° 04' 00" WEST, 30.00 FEET TO THE SOUTH LINE OF SAID NORTH 300.00 FEET;

THENCE NORTH 87° 15' 30" EAST, 108.00 FEET ON THE SOUTH LINE OF SAID NORTH 300.00 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE NORTH 00° 04' 00" EAST, 30.00 FEET ON THE EAST LINE OF SAID SOUTH 300.00 FEET;

THENCE SOUTH 87° 15' 30" WEST, 108.00 FEET, PARALLEL WITH THE SOUTH LINE OF SAID NORTH 300.00 FEET TO THE TRUE POINT OF BEGINNING.

APN: 458-270-026-4

Recording Requested By
 First American Title Company
 Riverside Resale
 Return To:

Encore Credit Corp
 1833 Alton Parkway
 Irvine, CA 92606

DOC # 2005-0921148
 11/04/2005 08:00A Fee:60.00
 Page 1 of 18
 Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder



Prepared By:
 Encore Credit Corp.
 1833 Alton Parkway
 Irvine, CA 92606

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211725930

DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated November 1, 2005 together with all Riders to this document.
- (B) "Borrower" is JUVENTINO SOTELO, AN UNMARRIED MAN

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Encore Credit Corp. A California Corporation

Lender is a Corporation organized and existing under the laws of California

293971

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

Form 3005 1/01

LA10 -8A(CA) (0005).01

Page 1 of 15

Initials: JS

VMP MORTGAGE FORMS - (800)521-7291

Public Record

Lender's address is 1833 Alton Parkway
Irvine, CA 92606

(D) "Trustee" is Fidelity National Title Insurance Company, A California Corporation 17911 Von Karman Avenue, Suite 300 Irvine, California

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

(F) "Note" means the promissory note signed by Borrower and dated November 1, 2005

The Note states that Borrower owes Lender three hundred ten thousand four hundred ninety-nine and 00/100 Dollars
(U.S. \$310,499.00) plus interest. Borrower has promised to pay this debt in regular Periodic

Payments and to pay the debt in full not later than December 1, 2035

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

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

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

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

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

County of RIVERSIDE :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

Parcel ID Number: 458-270-026-4
26484 CORTRITE AVENUE
HEMET
("Property Address"):

which currently has the address of
[Street]
[City], California 92545 [Zip Code]

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

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

293971

UMB -5A(CA) (0005).01

Page 3 of 15

Initials: JS

Form 3005 1/01

Public Record

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witnesses:

Juventino Sotelo (Seal)
JUVENTINO SOTELO -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

State of California
County of *Riverside*

} ss.

On *November 01, 2005*

before me, *Mercedes Muro, Notary Public*

personally appeared

JUVENTINO SOTELO

(or proved to me on the basis of satisfactory evidence) to be the person~~(s)~~ ^{personally known to me} 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.



Mercedes Muro (Seal)

LEGAL DESCRIPTION

Real property in the City of Hemet, County of Riverside, State of California, described as follows:

PARCEL 1:

THE EAST 108.00 FEET OF THE NORTH 126.00 FEET OF THE SOUTH 399.00 FEET OF LOTS 1 AND 2 IN BLOCK 4 OF PERRIS VALLEY ACRES, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGES 41, 42 AND 43 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

THAT PORTION OF THE NORTH 300.00 FEET OF THE SOUTH 699.00 FEET OF LOTS 1 AND 2 IN BLOCK OF PERRIS VALLEY ACRES, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGES 41, 42 AND 43 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTH 300.00 FEET;
THENCE NORTH 30.00 FEET ON THE WEST LINE OF LOT 1,
THENCE NORTH 87° 15' 30" EAST, 211.81 FEET, PARALLEL WITH THE SOUTH LINE OF SAID NORTH 300.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 00° 04' 00" WEST, 30.00 FEET TO THE SOUTH LINE OF SAID NORTH 300.00 FEET;

THENCE NORTH 87° 15' 30" EAST, 108.00 FEET ON THE SOUTH LINE OF SAID NORTH 300.00 FEET TO THE SOUTHEAST CORNER THEREOF;
THENCE NORTH 00° 04' 00" EAST, 30.00 FEET ON THE EAST LINE OF SAID SOUTH 300.00 FEET; THENCE SOUTH 87° 15' 30" WEST, 108.00 FEET, PARALLEL WITH THE SOUTH LINE OF SAID NORTH 300.00 FEET TO THE TRUE POINT OF BEGINNING.

First American Title

**PREPAYMENT RIDER
(Multi-State)**

Loan Number: 293971

Date: November 1, 2005

Borrower(s): JUVENTINO SOTELO

This Prepayment Rider is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of trust or Security Deed of the same date (the "Security Instrument") made by the undersigned (the "Borrower") as trustor or mortgagor in favor of Encore Credit Corp. A California Corporation (the "Lender").

To the extent that the provisions of the Prepayment Rider are inconsistent with the provisions of the Security Instrument, the provisions of the Rider shall prevail over and shall supersede any such inconsistent provisions of the Security Instrument.

Prepayment Covenants. Notwithstanding anything to the contrary set forth in the Security Instrument, Borrower and Lender covenant, and agree, as follows:

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

If within Thirty-six (36) months from the date of execution of the Security Instrument I make a full or partial Prepayment, and the total of such Prepayments in any 12-month period exceeds TWENTY PERCENT (20%) of the original Principal amount of the loan, I will pay a Prepayment charge in an amount equal to SIX (6) months' advance interest on the amount by which the total on my Prepayments within that 12-month period exceeds TWENTY PERCENT (20%) of the original Principal amount of the loan.

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

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

The Note Holder's failure to collect a Prepayment charge at the time a Prepayment is received shall not be deemed a waiver of such charge. Any Prepayment charge not collected at the time the Prepayment is received shall be payable on demand.

Rev Dt: 05/05

Page: 1 of 2

MULTPPR1.UFF

**PREPAYMENT RIDER
(Multi-State)**

All other provisions of the Security Instrument are unchanged and remain in full force and effect.

NOTICE TO BORROWER

Do not sign this Addendum before you read it. This Addendum provides for the payment of a Prepayment penalty if you wish to repay the loan prior to the date provided for repayment in the Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED:

<u>Juventino Sotelo</u>	<u>11-1-05</u>	_____	_____
JUVENTINO SOTELO	Date		Date
_____	_____	_____	_____
	Date		Date
_____	_____	_____	_____
	Date		Date
_____	_____	_____	_____
	Date		Date

RECORDING REQUESTED BY
PREMIUM TITLE

WHEN RECORDED MAIL TO
Ocwen Loan Servicing, LLC
1661 Worthington Road, Suite 100
West Palm Beach, Florida, 33409

order # 619628

DOC # 2013-0281374

06/13/2013 08:00 AM Fees: \$31.00

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**
Received by: AGONZALEZ

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

Title
ASSIGNMENT OF DEED OF TRUST
CALIFORNIA

7092688998

APN #: 458-270-026-4
Prepared by: Joe Simmons
When Recorded Mail To:
Ocwen Loan Servicing, LLC
1661 Worthington Road, Suite 100
West Palm Beach, Florida, 33409
Phone Number: 561-682-8835
67709268899815
Attorney Code: 24110
MIN: 100180100002939716
MERS Ph.#: (888) 679 - 6377

Loan # 7092688998

**ASSIGNMENT OF DEED OF TRUST
CALIFORNIA**

This ASSIGNMENT OF DEED OF TRUST from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.(MERS), as nominee for ENCORE CREDIT CORP., whose address PO Box 2026 Flint, MI 48501-2026, its successors and assigns, ("Assignor) to U.S. BANK, NATIONAL ASSOCIATION AS TRUSTEE FOR THE C-BASS MORTGAGE LOAN ASSET BACKED CERTIFICATES, SERIES 2006-CB2, whose address is c/o Ocwen Loan Servicing, LLC, 1661 Worthington Road, Suite 100, West Palm Beach, Florida, 33409, (Assignee) its successors and assigns, all its rights, title and interest in and to a certain mortgage duly recorded in the Office of the County Recorder of RIVERSIDE County, State of CALIFORNIA, as follows;

Trustor: JUVENTINO SOTELO
Trustee: FIDELITY NATIONAL TITLE INSURANCE COMPANY
Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS NOMINEE FOR ENCORE CREDIT CORP.

Document Date: NOVEMBER 01, 2005

Amount: \$ 310,499.00

Date Recorded: NOVEMBER 04, 2005

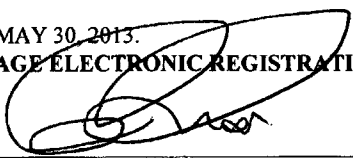
Document/Instrument/Entry Number: 2005-0921148

Property Address: 26484 CORTRITE AVENUE, HEMET, CA 92545

Property more particularly described in the above referenced recorded Deed of Trust

This Assignment is made without recourse, representation or warranty.

DATED: MAY 30, 2013.
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
(MERS)



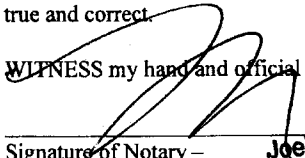
BY: _____
NAME: Leticia N. Arias
TITLE: Assistant Secretary

State of FLORIDA
County of PALM BEACH

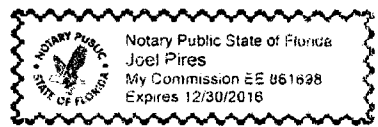
On MAY 30, 2013, before me, Joel Pires, Notary Public personally Leticia N. Arias personally known to me who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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 of Notary - Joel Pires



**This document was electronically submitted
to the County of Riverside for recording**
Received by: LCWEATHERS

RECORDING REQUESTED BY:
Premium Title of California
AND WHEN RECORDED MAIL TO:
Western Progressive, LLC
1525 South Bellline
Coppell, TX 75019

TS No.: 2013-29558 55709268899844

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBSTITUTION OF TRUSTEE

WHEREAS, JUVENTINO SOTELO, AN UNMARRIED MAN was the original Trustor, FIDELITY NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION was the original Trustee, and ENCORE CREDIT CORP, A CALIFORNIA COPORATION, A CORPORATION, AS LENDER, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY was the original Beneficiary under that certain Deed of Trust dated 11/1/2005 and recorded on 11/4/2005 as Instrument No. 2005-0921148, in book ---, page --- and rerecorded on --- as --- of Official Records of Riverside County, California, 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 original Trustee, or Successor Trustee, thereunder, in the manner in said Deed of Trust provided,
NOW, THEREFORE, the undersigned hereby substitutes Western Progressive, LLC, 1525 South Bellline, Coppell, TX 75019 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: 6/14/13

U.S. Bank, National Association as Trustee for the C-BASS Mortgage Loan Asset Backed Certificates, Series 2006-CB2, By Owen Loan Servicing, LLC, its attorney in-fact

Pamela Ballant Contract Management Coordinator

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged and sworn before me this 14 day of June, 2013, by Pamela Ballant as Contract Management Coordinator of Owen Loan Servicing, LLC., who is personally known to me or who has produced _____ as identification.

My Commission Expires:

1-28-17



ALLYSON RIVERA
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE864744
Expires 1/28/2017

Allyson Rivera
Notary Public-State of Florida



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

Lot Book Report

Order Number: **28642**

Customer:

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

Order Date: 5/1/2013
Dated as of: 4/24/2013
County Name: Riverside

Attn: Brent Steele
Reference: CV13-01584/E.Ross
IN RE: SOTELO, JUVENTINO

FEE(s):
Report: \$120.00

Property Address: 26484 Cortrite Avenue
Hemet CA 92545

Assessor's Parcel No. : 458-270-026-4

Assessments:

Land Value:	\$25,000.00
Improvement Value:	\$106,000.00
Exemption Value:	\$7,000.00
Total Value:	\$124,000.00

Tax Information

Property Taxes for the Fiscal Year	2012-2013
Total Annual Tax	\$1,434.12
Status: Paid through	06/30/2013

Property Vesting

The last recorded document transferring title of said property

Dated	10/04/2005
Recorded	11/04/2005



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

Order Number: 28642

Reference: CV13-01584/E.Ro

Document No.	2005-0921147
D.T.T.	\$379.50
Grantor	Amy J. Brundza and Paul J. Brundza, wife and husband as joint tenants
Grantee	Juventino Sotelo, an unmarried man

Deeds of Trust

Position No.	1st
A Deed of Trust Dated	11/01/2005
Recorded	11/04/2005
Document No.	2005-0921148
Amount	\$310,499.00
Trustor	Juventino Sotelo, an unmarried man
Trustee	Fidelity National Title Insurance Company, a California Corporation
Beneficiary	Mortgage Electronic Registration Systems, Inc., acting as a nominee for Encore Credit Corp., a California Corporation

Additional Information

A Notice of Lien Recorded	03/28/2013
Document No.	2013-0148643
Amount	\$466.38
Owner	Jeventino Sotelo
Claimant	Eastern Municipal Water District

Legal Description

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

PARCEL 1:

THE EAST 108.00 FEET OF THE NORTH 126.00 FEET OF THE SOUTH 399.00 FEET OF LOTS 1 AND 2 IN BLOCK 4 OF PERRIS VALLEY ACRES, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGES 41, 42 AND 43 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



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

Order Number: 28642

Reference: CV13-01584/E.Ro

PARCEL 2:

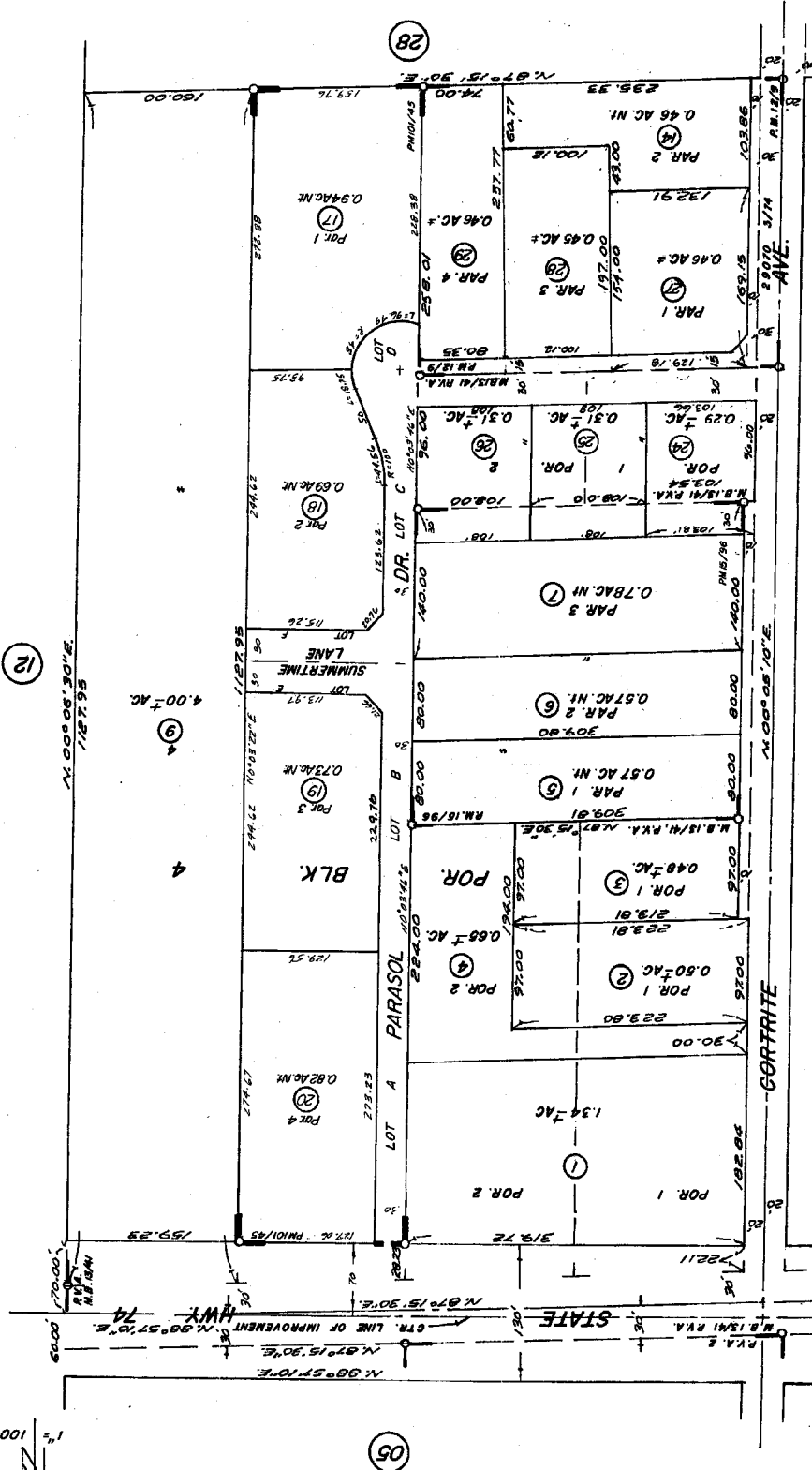
THAT PORTION OF THE NORTH 300.00 FEET OF THE SOUTH 699.00 FEET OF LOTS 1 AND 2 IN BLOCK OF PERRIS VALLEY ACRES, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGES 41, 42 AND 43 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTH 300.00 FEET; THENCE NORTH 30.00 FEET ON THE WEST LINE OF LOT 1, THENCE NORTH $87^{\circ} 15' 30''$ EAST, 211.81 FEET, PARALLEL WITH THE SOUTH LINE OF SAID NORTH 300.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH $00^{\circ} 04' 00''$ WEST, 30.00 FEET TO THE SOUTH LINE OF SAID NORTH 300.00 FEET;

THENCE NORTH $87^{\circ} 15' 30''$ EAST, 108.00 FEET ON THE SOUTH LINE OF SAID NORTH 300.00 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH $00^{\circ} 04' 00''$ EAST, 30.00 FEET ON THE EAST LINE OF SAID SOUTH 300.00 FEET; THENCE SOUTH $87^{\circ} 15' 30''$ WEST, 108.00 FEET, PARALLEL WITH THE SOUTH LINE OF SAID NORTH 300.00 FEET TO THE TRUE POINT OF BEGINNING.

458-06
458-27 T.R.A. 069-050

POR. E 1/2 SEC. 16, T. 5S., R. 2W.



DATE	OLD NO.	NEW NO.
2/91	06-87	870-7
3/92	8	17-20
10/92	10	21
"	11	22
"	12	23
9/98	21	24, 27
"	22	25, 27
"	23	26, 27
"	13	27, 27
"	15	28, 27
"	16	29, 27

M.B. 13741-43 PERRIS VALLEY ACRES
P.M. 15796 Parcel Map 5329
P.M. 1279 " " 5737
P.M. 10145 " " 16542

DATA: 200-22 HWY MAP
R.S. 60763
M.B. 14755

ASSESSORS MAP BK. 458 PG. 27
RIVERSIDE COUNTY, CALIF. Wolf.

FEB. 1981

Recording Requested By
First American Title Company

Riverside Resale
AND WHEN RECORDED MAIL TO:

Juventino Sotelo
26484 Cortrite Avenue
Hemet, CA 92545

DOC # 2005-0921147

11/04/2005 08:00A Fee:30.00

Page 1 of 2 Doc T Tax Paid
Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder



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Title Order No.: 2117259

TRAF 089-050

GRANT DEED

458-270-026-4

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$379.50

computed on full value of property conveyed, or
 computed on full value less value of liens or encumbrances remaining at time of sale.

Unincorporated area City of Hemet AND

30 **T**
LA

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

Amy J. Brundza and Paul J. Brundza, Wife and Husband as Joint Tenants

hereby GRANT(s) to:

Juventino Sotelo, an Unmarried Man

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: 26484 Cortrite Avenue, Hemet, CA 92545
AP#: 458-270-026-4

DATED October 4, 2005

STATE OF CALIFORNIA

COUNTY OF Riverside

On October 11, 2005

Before me, J. Fregoso

A Notary Public in and for said State, personally appeared

Amy J. Brundza and

Paul J. Brundza

[Signature]
Amy J. Brundza
[Signature]
Paul J. Brundza

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 [Signature]

(This area for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:

2117259.30

Title Order Number:

File Number: 0625-2117259

Exhibit "A"

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

PARCEL 1:

THE EAST 108.00 FEET OF THE NORTH 126.00 FEET OF THE SOUTH 399.00 FEET OF LOTS 1 AND 2 IN BLOCK 4 OF PERRIS VALLEY ACRES, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGES 41, 42 AND 43 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

THAT PORTION OF THE NORTH 300.00 FEET OF THE SOUTH 699.00 FEET OF LOTS 1 AND 2 IN BLOCK OF PERRIS VALLEY ACRES, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGES 41, 42 AND 43 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTH 300.00 FEET;

THENCE NORTH 30.00 FEET ON THE WEST LINE OF LOT 1,

THENCE NORTH 87° 15' 30" EAST, 211.81 FEET, PARALLEL WITH THE SOUTH LINE OF SAID NORTH 300.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00° 04' 00" WEST, 30.00 FEET TO THE SOUTH LINE OF SAID NORTH 300.00 FEET;

THENCE NORTH 87° 15' 30" EAST, 108.00 FEET ON THE SOUTH LINE OF SAID NORTH 300.00 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE NORTH 00° 04' 00" EAST, 30.00 FEET ON THE EAST LINE OF SAID SOUTH 300.00 FEET;

THENCE SOUTH 87° 15' 30" WEST, 108.00 FEET, PARALLEL WITH THE SOUTH LINE OF SAID NORTH 300.00 FEET TO THE TRUE POINT OF BEGINNING.

APN: 458-270-026-4

Recording Requested By
 First American Title Company
 Riverside Resale
 Return To:

Encore Credit Corp
 1833 Alton Parkway
 Irvine, CA 92606

DOC # 2005-0921148
 11/04/2005 08:00A Fee:60.00
 Page 1 of 18
 Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder



Prepared By:
 Encore Credit Corp.
 1833 Alton Parkway
 Irvine, CA 92606

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

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DEED OF TRUST

MIN 100180100002939716

60

[]

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LA

2117259.30

DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated November 1, 2005 together with all Riders to this document.
- (B) "Borrower" is JUVENTINO SOTELO, AN UNMARRIED MAN

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Encore Credit Corp, A California Corporation

Lender is a Corporation organized and existing under the laws of California

293971

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

Form 3005 1/01

VMP -6A(CA) (0005).01
 Page 1 of 15

Initials: JS

VMP MORTGAGE FORMS - (800)521-7291

Lender's address is 1833 Alton Parkway
Irvine, CA 92606

(D) "Trustee" is Fidelity National Title Insurance Company, A California Corporation 17911 Von Karman Avenue, Suite 300 Irvine, California

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

(F) "Note" means the promissory note signed by Borrower and dated November 1, 2005

The Note states that Borrower owes Lender three hundred ten thousand four hundred ninety-nine and 00/100 Dollars
(U.S. \$310,499.00) plus interest. Borrower has promised to pay this debt in regular Periodic

Payments and to pay the debt in full not later than December 1, 2035

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

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

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

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

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

Parcel ID Number: 458-270-026-4
26484 CORTRITE AVENUE
HEMET
("Property Address"):

which currently has the address of
[Street]
[City], California 92545 [Zip Code]

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

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

293971

6A(CA) (0005).01

Page 3 of 15

Initials: *LS*

Form 3005 1/01

Public Record

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witnesses:

JUVENTINO SOTELO (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

State of California
County of *Riverside*

} ss.

On *November 01, 2005*

before me, *Mercedes Muro, Notary Public*

personally appeared

JUVENTINO SOTELO

(or proved to me on the basis of satisfactory evidence) to be the person~~(s)~~ ^{personally known to me} 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.



Mercedes Muro (Seal)

LEGAL DESCRIPTION

Real property in the City of Hemet, County of Riverside, State of California, described as follows:

PARCEL 1:

THE EAST 108.00 FEET OF THE NORTH 126.00 FEET OF THE SOUTH 399.00 FEET OF LOTS 1 AND 2 IN BLOCK 4 OF PERRIS VALLEY ACRES, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGES 41, 42 AND 43 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

THAT PORTION OF THE NORTH 300.00 FEET OF THE SOUTH 699.00 FEET OF LOTS 1 AND 2 IN BLOCK OF PERRIS VALLEY ACRES, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGES 41, 42 AND 43 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTH 300.00 FEET;
THENCE NORTH 30.00 FEET ON THE WEST LINE OF LOT 1,
THENCE NORTH 87° 15' 30" EAST, 211.81 FEET, PARALLEL WITH THE SOUTH LINE OF SAID NORTH 300.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 00° 04' 00" WEST, 30.00 FEET TO THE SOUTH LINE OF SAID NORTH 300.00 FEET;

THENCE NORTH 87° 15' 30" EAST, 108.00 FEET ON THE SOUTH LINE OF SAID NORTH 300.00 FEET TO THE SOUTHEAST CORNER THEREOF;
THENCE NORTH 00° 04' 00" EAST, 30.00 FEET ON THE EAST LINE OF SAID SOUTH 300.00 FEET; THENCE SOUTH 87° 15' 30" WEST, 108.00 FEET, PARALLEL WITH THE SOUTH LINE OF SAID NORTH 300.00 FEET TO THE TRUE POINT OF BEGINNING.

First American Title

**PREPAYMENT RIDER
(Multi-State)**

Loan Number: 293971

Date: November 1, 2005

Borrower(s): JUVENTINO SOTELO

This Prepayment Rider is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of trust or Security Deed of the same date (the "Security Instrument") made by the undersigned (the "Borrower") as trustor or mortgagor in favor of Encore Credit Corp. A California Corporation (the "Lender").

To the extent that the provisions of the Prepayment Rider are inconsistent with the provisions of the Security Instrument, the provisions of the Rider shall prevail over and shall supersede any such inconsistent provisions of the Security Instrument.

Prepayment Covenants. Notwithstanding anything to the contrary set forth in the Security Instrument, Borrower and Lender covenant, and agree, as follows:

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

If within Thirty-six (36) months from the date of execution of the Security Instrument I make a full or partial Prepayment, and the total of such Prepayments in any 12-month period exceeds TWENTY PERCENT (20%) of the original Principal amount of the loan, I will pay a Prepayment charge in an amount equal to SIX (6) months' advance interest on the amount by which the total on my Prepayments within that 12-month period exceeds TWENTY PERCENT (20%) of the original Principal amount of the loan.

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

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

The Note Holder's failure to collect a Prepayment charge at the time a Prepayment is received shall not be deemed a waiver of such charge. Any Prepayment charge not collected at the time the Prepayment is received shall be payable on demand.

**PREPAYMENT RIDER
(Multi-State)**

All other provisions of the Security Instrument are unchanged and remain in full force and effect.

NOTICE TO BORROWER

Do not sign this Addendum before you read it. This Addendum provides for the payment of a Prepayment penalty if you wish to repay the loan prior to the date provided for repayment in the Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED:

<u>Juventino Sotelo</u>	<u>11-1-05</u>
JUVENTINO SOTELO	Date
_____	Date
_____	Date
_____	Date
_____	Date

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

EASTERN MUNICIPAL WATER DISTRICT
P.O. BOX 8300
PERRIS, CA 92572-8300
ATTENTION: BILLING DEPARTMENT

NO RECORDING FEE REQUIRED
PURSUANT TO GOVERNMENT CODE
SECTION 27383

DOC # 2013-0148643

03/28/2013 11:57A Fee:NC

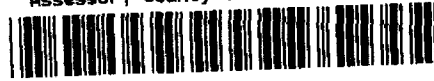
Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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**LIEN AGAINST REAL PROPERTY
FOR UNPAID SERVICE CHARGES**

By this certificate, EASTERN MUNICIPAL WATER DISTRICT, a public agency, has a lien against all real property in the County of Riverside, California, owned by the person identified below at the time of recordation of this Certificate or may hereafter be acquired by him for delinquent and unpaid charges for water service plus interest at the rate of 10 percent per year from the date each such charge was due, until paid.

JUVENTINO SOTELO
26484 CORTRITE AVE
HEMET, CA

Account Number: 15829-19
Parcel Number: 458-270-026
Total Amount Due: 466.38

March 21, 2013

EASTERN MUNICIPAL WATER DISTRICT

By *Christine Avalos-Thomsen*
Christine Avalos-Thomsen
Customer Service Manager

State of California)
County of Riverside)

On March 21, 2013 before me, **MICHELE HERRINGTON**, Notary Public, personally appeared **CHRISTINE AVALOS-THOMSEN**, who 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

(SEAL)

Witness my hand and official seal



Michele Herrington
SIGNATURE OF NOTARY

DOC # 2013-0363858

07/29/2013 10:28 AM Fees: \$31.00

Page 1 of 3

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Western Progressive, LLC
2002 Summit Blvd, Suite 600
Atlanta, GA 30319

**This document was electronically submitted
to the County of Riverside for recording**
Received by: CTOLOSSA

Loan No.: 7092688998

TS No.: 2013-29558

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

PURSUANT TO CIVIL CODE § 2923.3(a), THE SUMMARY OF INFORMATION REFERRED TO BELOW IS
NOT ATTACHED TO THE RECORDED COPY OF THIS DOCUMENT BUT ONLY TO THE COPIES PROVIDED
TO THE TRUSTOR.

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO

TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP

LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$11,015.06 as of 7/16/2013, 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).

Loan No.: 7092688998

TS No. 2013-29558

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:

Ocwen Loan Servicing, LLC U.S. Bank, National Association as Trustee for the C-BASS Mortgage Loan Asset Backed Certificates, Series 2006-CB2, By Ocwen Loan Servicing, LLC, its attorney in-fact
C/O Western Progressive, LLC
2002 Summit Blvd, Suite 600
Atlanta, GA 30319
Beneficiary Phone: 877-596-8580

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

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.**

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

NOTICE IS HEREBY GIVEN: That Western Progressive, LLC is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated 11/1/2005, executed by JUVENTINO SOTELO, AN UNMARRIED MAN, as Trustor, to secure certain obligations in favor of ENCORE CREDIT CORP, A CALIFORNIA COPORATION, A CORPORATION, AS LENDER, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY, recorded 11/4/2005, as Instrument No. 2005-0921148, in Book ---, Page ---, and rerecorded on --- as --- of Official Records in the Office of the Recorder of Riverside County, California describing land therein as: As more particularly described on said Deed of Trust.

The subject obligation includes ONE NOTE(S) FOR THE ORIGINAL sum of \$310,499.00. A breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of the following:

Installment of Principal and Interest plus impounds and/or advances which became due on 2/1/2013 plus late charges, and all subsequent installments of principal, interest, balloon payments, plus impounds and/or advances and late charges that become payable. You are responsible to pay all payments and charges due under the terms and conditions of the loan documents which come due subsequent to the date of this notice, including, but not limited to, foreclosure trustee fees and costs, advances and late charges.

Furthermore, as a condition to bring your account in good standing, you must provide the undersigned with written proof that you are not in default on any senior encumbrance and provide proof of insurance.

Nothing in this notice of default should be construed as a waiver of any fees owing to the beneficiary under the deed of trust, pursuant to the terms and provisions of the loan documents.

That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said duly appointed Trustee, a written Declaration of Default and Demand for same, and has deposited with said duly appointed Trustee, such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Loan No.: 7092688998

TS No. 2013-29558

WE ARE ASSISTING THE BENEFICIARY TO COLLECT A DEBT AND ANY INFORMATION WE OBTAIN WILL BE USED FOR THE PURPOSE BY EITHER OURSELVES OR THE BENEFICIARY, WHETHER RECEIVED ORALLY OR IN WRITING. YOU MAY DISPUTE THE DEBT OR A PORTION THEREOF WITHIN THIRTY (30) DAYS. THEREAFTER WE WILL OBTAIN AND FORWARD TO YOU WRITTEN VERIFICATION THEREOF. SHOULD YOU NOT DO SO, THE DEBT WILL BE CONSIDERED VALID. IN ADDITION, YOU MAY REQUEST THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF DIFFERENT FROM THE CURRENT ONE.

The mortgage servicer has exercised due diligence to contact the borrower pursuant to California Civil Code § 2923.55(f) to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure." Thirty (30) days, or more, have passed since these due diligence requirements were satisfied.

Dated: 7/16/2013

Western Progressive, LLC, as agent for
beneficiary



Porsche Smiley, Trustee Sale Assistant

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

EASTERN MUNICIPAL WATER DISTRICT
P.O. BOX 8300
PERRIS, CA 92572-8300
ATTENTION: BILLING DEPARTMENT

NO RECORDING FEE REQUIRED
PURSUANT TO GOVERNMENT CODE
SECTION 27383

DOC # 2013-0148643

03/28/2013 11:57A Fee:NC

Page 1 of 1

Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder



**LIEN AGAINST REAL PROPERTY
FOR UNPAID SERVICE CHARGES**

By this certificate, EASTERN MUNICIPAL WATER DISTRICT, a public agency, has a lien against all real property in the County of Riverside, California, owned by the person identified below at the time of recordation of this Certificate or may hereafter be acquired by him for delinquent and unpaid charges for water service plus interest at the rate of 10 percent per year from the date each such charge was due, until paid.

JUVENTINO SOTELO
26484 CORTRITE AVE
HEMET, CA

Account Number: 15829-19
Parcel Number: 458-270-026
Total Amount Due: 466.38

March 21, 2013

EASTERN MUNICIPAL WATER DISTRICT

By
Christine Avalos-Thomsen
Customer Service Manager

State of California)
County of Riverside)

On March 21, 2013 before me, **MICHELE HERRINGTON**, Notary Public, personally appeared **CHRISTINE AVALOS-THOMSEN**, who 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

(SEAL)

Witness my hand and official seal



SIGNATURE OF NOTARY

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

EASTERN MUNICIPAL WATER DISTRICT
P.O. BOX 8300
PERRIS, CA 92572-8300
ATTENTION: BILLING DEPARTMENT

NO RECORDING FEE REQUIRED
PURSUANT TO GOVERNMENT CODE
SECTION 27383

DOC # 2013-0246298

05/23/2013 01:48P Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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**LIEN AGAINST REAL PROPERTY
FOR UNPAID SERVICE CHARGES**

By this certificate, EASTERN MUNICIPAL WATER DISTRICT, a public agency, has a lien against all real property in the County of Riverside, California, owned by the person identified below at the time of recordation of this Certificate or may hereafter be acquired by him for delinquent and unpaid charges for water service plus interest at the rate of 10 percent per year from the date each such charge was due, until paid.

**JUVENTINO SOTELO
26484 CORTRITE AVE
HEMET, CA**

**Account Number: 15829-19
Parcel Number: 458-270-026
Total Amount Due: 404.08**

May 16, 2013

EASTERN MUNICIPAL WATER DISTRICT

By
Christine Avalos-Thomsen
Customer Service Manager

State of California)
County of Riverside)

On May 16, 2013 before me, **MICHELE HERRINGTON**, Notary Public, personally appeared **CHRISTINE AVALOS-THOMSEN**, who 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

(SEAL)



Witness my hand and official seal

SIGNATURE OF NOTARY

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 # 2013-0384992

08/07/2013 01:04P 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)
SOTELO, JUVENTINO)

Case No.: CV13-01584



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: 26484 CORTRITE AVE. HEMET, CA 92545

PARCEL #: 458-270-026

LEGAL DESCRIPTION: 31 ACRES M/L IN POR LOT 2 MB 013/041 PERRIS VALLEY AC

VIOLATIONS: RCO 457-RCC Title 15.16.020-Substandard Structure 2X; RCO 541-RCC Title 8.120.010-Accumulated Rubbish; RCO 348-RCC Title 17.12.040-Excessive Outside Storage.

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: July 19, 2017

By: 
Hector Viray, Code Enforcement Department

ACKNOWLEDGEMENT

State of California)
County of Riverside)

On 07/31/2013 before me, Elizabeth B. Ross, Notary Public, personally appeared Hector Viray 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.


Commission # 2015670 Comm. Expires March 28, 2017



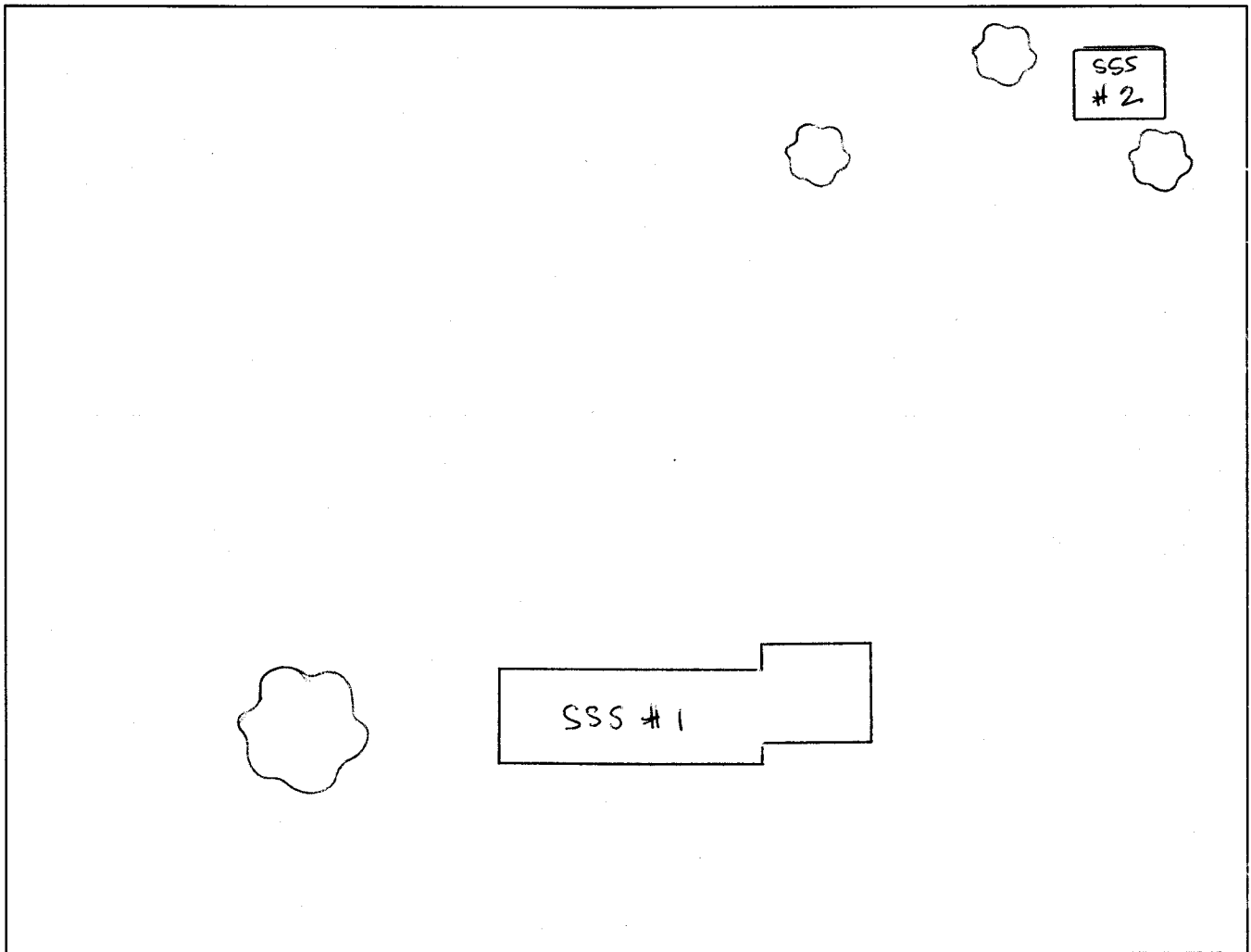
EXHIBIT “D”

SITE PLAN: Case # CV-1301584

OWNER(S): JUVENTINO SOTELO
SITE ADDRESS: 26484 CORTRITE AVE, HEMET
ASSESSOR'S PARCEL: 458-270-026
ACREAGE: 0.31




REAR PROPERTY LINE



FRONT PROPERTY LINE: 26484 CORTRITE AVE, HEMET

PREPARED BY: M. SANDERS 13 **DATE:** 7/19/13

 = RUBBISH / STORAGE

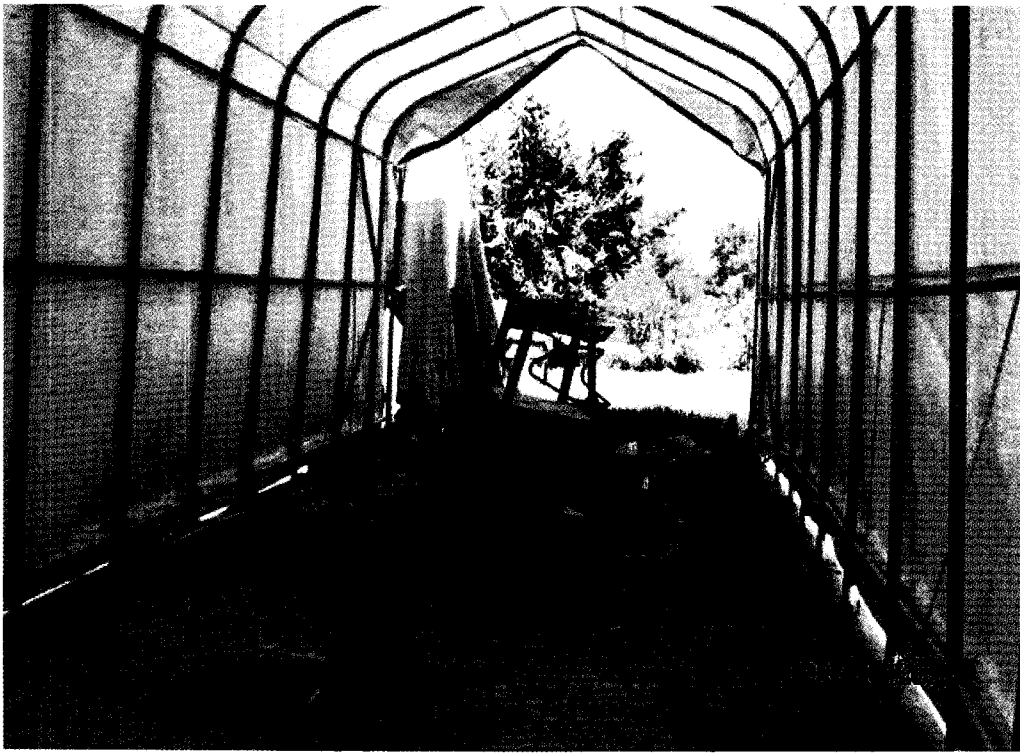






EXHIBIT “E”



COUNTY OF RIVERSIDE
CODE ENFORCEMENT DEPARTMENT

NOTICE OF VIOLATION

CASE No.: CV 13-01584

THE PROPERTY AT: 26484 CORTRITE AVE, HEMET APN#: 458-270-026

WAS INSPECTED BY OFFICER: JONES ID#: 65 ON 4/12/13 AT 130 am/pm

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

Table with 4 columns: Violation ID, Description, Violation ID, Description. Includes items like Excessive Yard Sales, Unfenced Pool, Accumulated Rubbish, etc.

COMMENTS:

IMPORTANT! CORRECTION(S) MUST BE COMPLETED BY: 4/27/13. FAILURE TO COMPLY BY THIS DATE, MAY RESULT IN THE ISSUANCE OF AN ADMINISTRATIVE CITATION WITH FINES UP TO \$500.00 PER DAY...

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)...

SIGNATURE PRINT NAME DATE PROPERTY OWNER TENANT

CDL/CID# D.O.B. TEL. NO. WHITE: VIOLATOR GREEN: CASE FILE YELLOW: POSTING POSTED

RIVERSIDE COUNTY DEPARTMENT OF BUILDING AND SAFETY CODE ENFORCEMENT NOTICE OF DEFECTS

UNIFORM HOUSING HEALTH & SAFETY

SUBSTANDARD BUILDING CONDITIONS:

	UNIFORM HOUSING CODE SECTIONS	HEALTH & SAFETY CODE SECTIONS
1. <input type="checkbox"/> Lack of or improper water closet, lavatory, bathtub, shower or kitchen sink.....	1001(b)1,2,3	17920.3(a)1,2,3
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
2. <input checked="" type="checkbox"/> Lack of hot and cold running water to plumbing fixtures	1001(b)4,5	17920.3(a)4,5
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
3. <input type="checkbox"/> Lack of connection to required sewage system.....	1001(b)14	17920.3(a)14
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
4. <input checked="" type="checkbox"/> Hazardous plumbing.....	1001(f)	17920.3(e)
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
5. <input type="checkbox"/> Lack of required electrical lighting.....	1001(b)10	17920.3(a)10
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
6. <input type="checkbox"/> Hazardous Wiring.....	1001(e)	17920.3(d)
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
7. <input type="checkbox"/> Lack of adequate heating facilities.....	1001(c)6	17920.3(a)6
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
8. <input type="checkbox"/> Deteriorated or inadequate foundation.....	1001(c)1	17920.3(b)1
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
9. <input type="checkbox"/> Defective or deteriorated flooring or floor supports.....	1001(c)2	17920.3(b)2
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
10 <input type="checkbox"/> Members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration.....	1001(c)4	17920.3(b)4
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
11 <input type="checkbox"/> Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split, or buckle due to defective material or deterioration.....	1001(c)6	17920.3(b)6
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
12 <input checked="" type="checkbox"/> Dampness of habitable rooms.....	1001(b)11	17920.3(a)11
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
13 <input type="checkbox"/> Faulty weather protection.....	1001(h)1-4	17920.3(g)1-4
A. Deteriorated or ineffective weather proofing of exterior walls, roof or floors including broken windows or doors, lack of paint or other approved wall covering.		
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
14 <input checked="" type="checkbox"/> General dilapidation or improper maintenance.....	1001(b)13	17920.3(a)13
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
15 <input checked="" type="checkbox"/> Fire hazard. <u>GAS leak</u>	1001(i)	17920.3(h)
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
16 <input type="checkbox"/> Extensive fire damage.....		
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
17 <input checked="" type="checkbox"/> Public and attractive nuisance - abandoned/vacant.....		
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
18 <input type="checkbox"/> Improper occupancy.....	1001(n)	17920.3(n)
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
19 <input type="checkbox"/> _____		
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
20 <input type="checkbox"/> _____		
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		

*** YOU MUST CORRECT THE ABOVE CONDITIONS WITHIN 30 DAYS OF THE DATE OF THIS NOTICE

Case No. CV13-01584 Address 26484 Cortez Av, Hemet

Date 4/12/13 Officer JONES

285-025 (4/96) **STRUCTURE # 1**

RIVERSIDE COUNTY DEPARTMENT OF BUILDING AND SAFETY CODE ENFORCEMENT NOTICE OF DEFECTS

SUBSTANDARD BUILDING CONDITIONS:	UNIFORM HOUSING CODE SECTIONS	HEALTH & SAFETY CODE SECTIONS
1. <input type="checkbox"/> Lack of or improper water closet, lavatory, bathtub, shower or kitchen sink.....	1001(b)1,2,3	17920.3(a)1,2,3
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
2. <input checked="" type="checkbox"/> Lack of hot and cold running water to plumbing fixtures	1001(b)4,5	17920.3(a)4,5
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
3. <input checked="" type="checkbox"/> Lack of connection to required sewage system.....	1001(b)14	17920.3(a)14
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
4. <input type="checkbox"/> Hazardous plumbing.....	1001(f)	17920.3(e)
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
5. <input type="checkbox"/> Lack of required electrical lighting.....	1001(b)10	17920.3(a)10
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
6. <input checked="" type="checkbox"/> Hazardous Wiring.....	1001(e)	17920.3(d)
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
7. <input type="checkbox"/> Lack of adequate heating facilities.....	1001(o)6	17920.3(a)6
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
8. <input type="checkbox"/> Deteriorated or inadequate foundation.....	1001(c)1	17920.3(b)1
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
9. <input checked="" type="checkbox"/> Defective or deteriorated flooring or floor supports.....	1001(c)2	17920.3(b)2
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
10. <input type="checkbox"/> Members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration.....	1001(c)4	17920.3(b)4
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
11. <input type="checkbox"/> Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split, or buckle due to defective material or deterioration.....	1001(c)6	17920.3(b)6
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
12. <input type="checkbox"/> Dampness of habitable rooms.....	1001(b)11	17920.3(a)11
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
13. <input type="checkbox"/> Faulty weather protection.....	1001(h)1-4	17920.3(g)1-4
A. Deteriorated or ineffective weather proofing of exterior walls, roof or floors including broken windows or doors, lack of paint or other approved wall covering.		
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
14. <input checked="" type="checkbox"/> General dilapidation or improper maintenance.....	1001(b)13	17920.3(a)13
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
15. <input type="checkbox"/> Fire hazard.....	1001(i)	17920.3(h)
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
16. <input type="checkbox"/> Extensive fire damage.....		
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
17. <input type="checkbox"/> Public and attractive nuisance - abandoned/vacant.....		
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
18. <input checked="" type="checkbox"/> Improper occupancy.....	1001(n)	17920.3(n)
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
19. <input type="checkbox"/>		
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
20. <input type="checkbox"/>		
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		

*** YOU MUST CORRECT THE ABOVE CONDITIONS WITHIN 30 DAYS OF THE DATE OF THIS NOTICE

Case No. CV13-01594 Address 26484 Conforte Av, Hemet
 Date 4/12/13 Officer JONES

285-025 (4/96) Structure #2
 Distribution: White-Case File; Canary-Property Owner; Pink-To Be Posted On Structure



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

AFFIDAVIT OF POSTING OF NOTICES

April 16, 2013

RE CASE NO: CV1301584

I, Matt Jones, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is:
37600 Sky Canyon Drive, Suite G
French Valley, California 92563
Mail Stop #5155.

That on 04/12/2013 at 300 pm, I securely and conspicuously posted Notice of Violation, Notice of Defects (X2) and Do Not Enter Sign at the property described as:

Property Address: 26484 CORTRITE AVE, HEMET

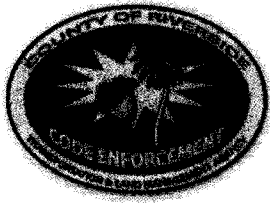
Assessor's Parcel Number: 458-270-026

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

Executed on April 16, 2013 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Matt Jones, Code Enforcement Officer



CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

NOTICE OF VIOLATION

June 24, 2013

JUVENTINO SOTELO
PO Box 892725
Temecula, CA 92590

RE CASE NO: CV1301584 at 26484 CORTRITE AVE, in the community of HEMET, California, Assessor's Parcel Number 458-270-026

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 26484 CORTRITE AVE, in the community of HEMET California, Assessor's Parcel Number 458-270-026, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457), 15.16.020 (Ord. 457), 8.120.010 (Ord. 541), 17.12.040 (Ord. 348), of the Riverside County Code.

Said violation is described as:

- 1) 15.16.020 (Ord. 457) - An inspection was made of the above-referenced subject property in response to complaints received by this office. The structure(s) was/were found to be substandard and a public nuisance in violation of Riverside County Code Section 15.16, and as such, was posted with a "Danger Do Not Enter" sign and a copy of the enclosed "Notice of Defects," which sets forth the conditions that render the building unsafe for human habitation.

NOTICE IS HEREBY GIVEN that failure to comply with this notice will result in further civil, criminal, or administrative proceedings for demolition of the structure(s) and abatement of the public nuisance and could result in the imposition of a lien on the subject property(ies) for costs, including attorney's fees, related to the enforcement of all ordinances and abatement of violative conditions. A "Notice of Noncompliance" has been recorded with the Riverside County Recorder's Office. At the conclusion of this case, you will receive a Statement of Expense associated with the abatement of such nuisance.

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

- 2) 15.16.020 (Ord. 457) - An inspection was made of the above-referenced subject property in response to complaints received by this office. The structure(s) was/were found to be substandard and a public nuisance in violation of Riverside County Code Section 15.16, and as such, was posted with a "Danger Do Not Enter" sign and a copy of the enclosed "Notice of Defects," which sets forth the conditions that render the building unsafe for human habitation.

NOTICE IS HEREBY GIVEN that failure to comply with this notice will result in further civil, criminal, or administrative proceedings for demolition of the structure(s) and abatement of the public nuisance and could result in the imposition of a lien on the subject property(ies) for costs, including attorney's fees, related to the enforcement of all ordinances and abatement of violative conditions. A "Notice of Noncompliance" has been recorded with the Riverside County Recorder's Office. At the conclusion of this case, you will receive a Statement of Expense associated with the abatement of such nuisance.

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

- 3) 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.
- 4) 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) THE OWNER OF RECORD of the subject property is hereby noticed and ordered within thirty (30) days of this notice to obtain all necessary permits from the Department of Building and Safety and to correct or abate the unsafe conditions either by repairing all violative conditions indicated in the attached "Notice of Defects" or demolition and removal of the structure(s). ALL PARTIES WITH INTEREST in the subject property may comply with the provisions of this notice within fifteen (15) days after the expiration of the thirty (30) day period.
- 2) THE OWNER OF RECORD of the subject property is hereby noticed and ordered within thirty (30) days of this notice to obtain all necessary permits from the Department of Building and Safety and to correct or abate the unsafe conditions either by repairing all violative conditions indicated in the attached "Notice of Defects" or demolition and removal of the structure(s). ALL PARTIES WITH INTEREST in the subject property may comply with the provisions of this notice within fifteen (15) days after the expiration of the thirty (30) day period.
- 3) Remove all rubbish and dispose of it in an approved, legal landfill.
- 4) Remove or reduce all outside storage to zero

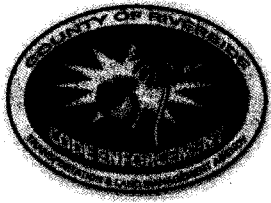
COMPLIANCE MUST BE COMPLETED BY July 6, 2013. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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

By: Michael Sanders, Sr. Code Enforcement Officer



CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

NOTICE OF VIOLATION

June 24, 2013

ENCORE CREDIT CORP

1833 ALTON PARKWAY
IRVINE, CA 92606

RE CASE NO: CV1301584 at 26484 CORTRITE AVE, in the community of HEMET, California, Assessor's Parcel Number 458-270-026

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 26484 CORTRITE AVE, in the community of HEMET California, Assessor's Parcel Number 458-270-026, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457), 15.16.020 (Ord. 457), 8.120.010 (Ord. 541), 17.12.040 (Ord. 348), of the Riverside County Code.

Said violation is described as:

- 1) 15.16.020 (Ord. 457) - An inspection was made of the above-referenced subject property in response to complaints received by this office. The structure(s) was/were found to be substandard and a public nuisance in violation of Riverside County Code Section 15.16, and as such, was posted with a "Danger Do Not Enter" sign and a copy of the enclosed "Notice of Defects," which sets forth the conditions that render the building unsafe for human habitation.

NOTICE IS HEREBY GIVEN that failure to comply with this notice will result in further civil, criminal, or administrative proceedings for demolition of the structure(s) and abatement of the public nuisance and could result in the imposition of a lien on the subject property(ies) for costs, including attorney's fees, related to the enforcement of all ordinances and abatement of violative conditions. A "Notice of Noncompliance" has been recorded with the Riverside County Recorder's Office. At the conclusion of this case, you will receive a Statement of Expense associated with the abatement of such nuisance.

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

- 2) 15.16.020 (Ord. 457) - An inspection was made of the above-referenced subject property in response to complaints received by this office. The structure(s) was/were found to be substandard and a public nuisance in violation of Riverside County Code Section 15.16, and as such, was posted with a "Danger Do Not Enter" sign and a copy of the enclosed "Notice of Defects," which sets forth the conditions that render the building unsafe for human habitation.

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NOTICE IS FURTHER GIVEN that in accordance with Sections 17274 and 24436.5 of the Revenue and Taxation Code, a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the