

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

912B



SUBMITTAL DATE:
March 26, 2014

FROM: TLMA – Code Enforcement Department

SUBJECT: Abatement of Public Nuisance [Substandard Structure and Accumulated Rubbish]
Case No: CV11-05186 [GAONA]
Subject Property: 17313 Keith Street, North Palm Springs; APN: 666-213-018
District: 5/5 [\$0]

RECOMMENDED MOTION: That the Board of Supervisors move that:

1. The substandard structure (dwelling) on the real property located at 17313 Keith Street, North Palm Springs, Riverside County, California, APN: 666-213-018 be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which does not permit a substandard structure on the property.
2. Vincent B. Gaona, the owner of the subject real property, be directed to abate the substandard structure 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.

Greg Flannery
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: *Tina Grande*
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: April 8, 2014
xc: CoCo./TLMA-CED, Sheriff

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

Prev. Agn. Ref.: _____ District: 5/5 Agenda Number: _____

9-4

FORM APPROVED COUNTY COUNSEL
BY: P. MUNROE / DATE: 1/30/14
Departmental Concurrence

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

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

FORM 11: Abatement of Public Nuisance [Substandard Structure and Accumulated Rubbish]
Case No: CV11-05186 [GAONA]
Subject Property: 17313 Keith Street, North Palm Springs; APN: 666-213-018
District: 5/5

DATE: March 26, 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 structure 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 accumulation of rubbish on the real property located at 17313 Keith Street, North Palm Springs, be declared a public nuisance and a violation of Riverside County Ordinance No. 541 which does not permit the accumulation of rubbish on the property.

5. Vincent B. Gaona, the owner of the subject property, be directed to abate the 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 structure 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 structure and accumulation of rubbish on the real property is declared to be in violation of Riverside County Ordinance Nos. 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 Hermanson on March 5, 2012. The inspection revealed a substandard structure (dwelling) on the subject property in violation of Riverside County Ordinance No. 457. The substandard conditions of the structure included, but were not limited to the following: Faulty weather protection, general dilapidation or improper maintenance, public and attractive nuisance – abandoned/vacant.

2. The inspection also revealed an accumulation of rubbish on the subject property in violation of Riverside County Ordinance No. 541. The accumulation of rubbish consisted of but was not limited to the following materials: household trash, discarded furniture and miscellaneous items.

3. There have been approximately 7 subsequent follow up inspections. The last inspection on November 15, 2013, revealed the property continues to be in violation of Riverside County Ordinance Nos. 457 and 541.

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

FORM 11: Abatement of Public Nuisance [Substandard Structure and Accumulated Rubbish]

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PAGE: 3 of 3

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 structure 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

**BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE**

IN RE ABATEMENT OF PUBLIC NUISANCE) CASE NO. CV 11-05186
[SUBSTANDARD STRUCTURE AND)
ACCUMULATED RUBBISH]; APN: 666-213-018,) DECLARATION OF CODE
17313 KEITH STREET, NORTH PALM SPRINGS,) ENFORCEMENT OFFICER
COUNTY OF RIVERSIDE, STATE OF) JAMISON COLE
CALIFORNIA; VINCENT B. GAONA, OWNER.)
[RCO Nos. 457 and 541]

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

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

2. I am informed and believe and based thereon allege that on March 5, 2012, Officer Hermanson conducted an initial inspection of the real property described as 17313 Keith Street, North Palm Springs, Riverside County, California, and further described as Assessor's Parcel Number 666-213-018 (hereinafter described as "THE PROPERTY"). A true and correct copy of a Thomas Brothers map page indicating the location of THE PROPERTY is attached hereto and incorporated herein by reference as Exhibit "A."

3. A review of County records and documents disclosed that THE PROPERTY is owned by Vincent B. Gaona (hereinafter referred to as "OWNER"). A certified copy of the County Equalized Assessment Roll for the 2013-2014 tax year and a copy of the report generated from the County Geographic Information System ("GIS") is attached hereto and incorporated herein by reference as Exhibit "B."

4. Based on the Lot Book Report from RZ Title Service dated May 9, 2013 and updated on November 5, 2013, it is determined that other parties may potentially hold a legal interest in THE PROPERTY, to wit: Maximino Salatel Patino, State of California Franchise Tax Board, Chase Bank,

1 USA, N.A., and California Reconveyance Company, (hereinafter referred to as "INTERESTED
2 PARTIES). True and correct copies of the Lot Book Reports are attached hereto and incorporated
3 herein by reference as Exhibit "C."

4 5. I am informed and believe and thereon allege that on March 5, 2012, Officer Hermanson
5 conducted an initial inspection. THE PROPERTY was open, accessible, with no signs restricting access.
6 Officer Hermanson observed accumulated rubbish, which consisted of, but was not limited to the
7 following materials: household trash, discarded furniture and miscellaneous items in excess of 900
8 square feet. This causes THE PROPERTY to constitute a public nuisance in violation of Riverside
9 County Ordinance ("RCO") 541.

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

13 Dwelling:

- 14 1) Faulty weather protection;
15 2) General dilapidation or improper maintenance;
16 3) Public and attractive nuisance – abandoned/vacant.

17 7. On March 5, 2012, a Notice of Violation, Notice of Defect and "Danger Do Not Enter" sign
18 were posted on THE PROPERTY.

19 8. On June 14, 2013 and July 23, 2013, Notice of Violation and Notice of Defects were
20 mailed to OWNER and INTERESTED PARTIES by certified mail with return receipt requested.

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

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

25 11. There have been approximately 7 subsequent follow up inspections. During the last
26 inspection on November 15, 2013, I observed the property continues to be in violation of Riverside
27 County Ordinance Nos. 457 and 541.

28 12. Based upon my experience, knowledge and visual observations, it is my determination
that the substandard structure (dwelling) and accumulated rubbish on THE PROPERTY creates an

1 extreme health, safety, fire and structural hazard to the neighbors and general public and constitutes a
2 public nuisance in violation of the provisions set forth in RCO Nos. 457 and 541.

3 13. A recent inspection showed THE PROPERTY remained in violation and constitutes a
4 public nuisance in violation of the provisions set forth of RCO Nos. 457 and 541.

5 14. A Notice of Pendency of Administrative Proceedings was recorded in the Office of the
6 County Recorder, County of Riverside, State of California, on June 25, 2012, as Instrument Number
7 2012-0290436, a true and correct copy of which is attached hereto and incorporated herein by reference
8 as Exhibit "F."

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

14 16. Significant rehabilitation, removal and/or demolition of the substandard structure and
15 removal and disposal of all structural materials, rubbish and debris are required to abate the public
16 nuisance and bring THE PROPERTY into compliance with RCO No. 457, the Health and Safety, Uniform
17 Housing, Administrative and Abatement of Dangerous Buildings Codes. In addition, the removal and
18 disposal of all accumulated rubbish is required to abate the nuisance and bring THE PROPERTY into
19 compliance with RCO No. 541 and the Health and Safety Code.

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

21 (a) the structure (dwelling) be condemned as substandard building, public and
22 attractive nuisance;

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

26 (c) the OWNER, or whoever has possession or control of THE PROPERTY, be
27 ordered to ascertain the existence or non-existence of asbestos containing materials in said structure by
28 survey and materials sample testing through the Industrial Hygiene Specialist of the County Health

1 Department, Division of Special Services; and, prior to the abatement ordered in subsection (b) above, to
2 secure the removal and disposal of all asbestos containing materials discovered through such survey
3 and testing by contract with a duly certified and licensed contractor for the handling of such materials to
4 avoid citations and/or fines by South Coast Air Quality Management District ("SCAQMD") pursuant to
5 SCAQMD Rule NO. 1403;

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

12 (e) the accumulation of rubbish on THE PROPERTY be deemed and declared a
13 public nuisance;

14 (f) the OWNER, or whoever has possession or control of THE PROPERTY be
15 required to remove and dispose of all rubbish on THE PROPERTY in strict accordance with the
16 provisions of RCO No. 541.

17 (g) if the materials are not removed and disposed of in strict accordance with all
18 Riverside County Ordinances, including but not limited to Riverside County Ordinances No. 541, within
19 ninety (90) days after posting and mailing of the Board's Order and Findings, the rubbish may be abated
20 by representatives of the Riverside County Code Enforcement Department, a contractor of the Sheriff's
21 Department upon receipt of an owner's consent or a Court Order, where necessary law, authorizing entry
22 onto THE PROPERTY; and

23 ///

24 ///

25 ///

26 ///

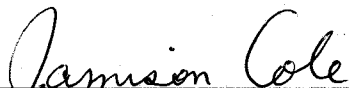
27 ///

28 ///

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

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

6 Executed this 5th day of February, 2014, at San Jacinto, California.

7
8 
9 _____
10 JAMISON COLE
11 Code Enforcement Officer
12 Code Enforcement Department
13
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26
27
28

Abatement Exhibit List

Exhibit A – Thomas Bros Map with arrow to situs

Exhibit B – Assessors Roll and GIS report

Exhibit C – Lot Book Report(s) (current on top)

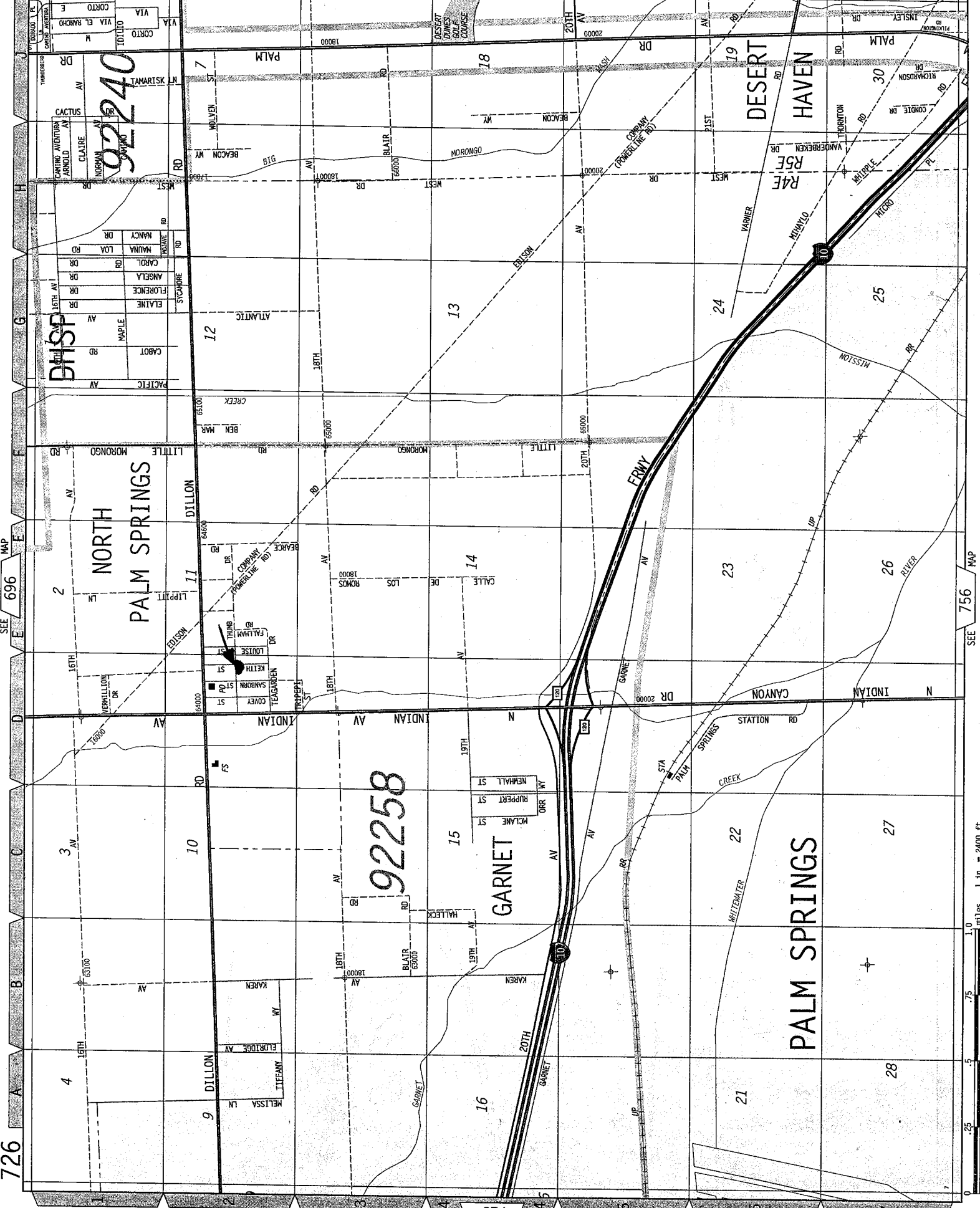
Exhibit D – Site Plan and Photographs

Exhibit E – Notice of Violation, AOP, POS and green cards

Exhibit F – Notice of Noncompliance / Notice of Pendency of
Administrative Proceedings

Exhibit G – Notice of BOS hearing, Notice List, POS and AOP

EXHIBIT “A”



726

SEE 696 MAP

DHSP

SEE 725 MAP

NORTH PALM SPRINGS

92240

92258

GARNET

PALM SPRINGS

DESERT HAVEN

1.0 miles 1 in. = 2400 ft.

EXHIBIT “B”

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

Assessment #666213018-1		Parcel # 666213018-1	
Assessee:	GAONA VINCENT B	Land	3,000
Mail Name:	C/O MAXIMINO SALATEL PATINO	Structure	25,000
Mail Address:	P O BOX 580956	Full Value	28,000
City, State Zip:	PALM SPRINGS CA 92258	Total Net	28,000
Real Property Use Code:	R1		
Base Year	2008		
Conveyance Number:	0017417		
Conveyance (mm/yy):	1/2007		
TRA:	61-215		
Taxability Code:	0-00		
ID Data:	Lot 18 MB 022/047 GARNET GARDENS 2		
Situs Address:	17313 KEITH ST N PALM SPG CA 92258		

View Parcel Map

RIVERSIDE COUNTY GIS



Selected parcel(s):
666-213-018

IMPORTANT

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

STANDARD WITH PERMITS REPORT

APNs

666-213-018-1

OWNER NAME / ADDRESS

VINCENT B GAONA
17313 KEITH ST
N PALM SPG, CA. 92258

MAILING ADDRESS

1.0
1.0
1.0, 1.0

LEGAL DESCRIPTION

RECORDED BOOK/PAGE: MB 22/47
SUBDIVISION NAME: GARNET GARDENS 2
LOT/PARCEL: 18, BLOCK:
TRACT NUMBER: NOT AVAILABLE

LOT SIZE

RECORDED LOT SIZE IS 0.19 ACRES

PROPERTY CHARACTERISTICS

NO PROPERTY DESCRIPTION AVAILABLE

THOMAS BROS. MAPS PAGE/GRID

PAGE: 726 GRID: D2

CITY BOUNDARY/SPHERE

NOT WITHIN A CITY
CITY SPHERE: DESERT HOT SPRINGS
ANNEXATION DATE: FEB. 22, 2007
LAFCO CASE #: 2006-25-4&5
PROPOSALS: NOT APPLICABLE

MARCH JOINT POWERS AUTHORITY

NOT IN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY

INDIAN TRIBAL LAND

NOT IN A TRIBAL LAND

SUPERVISORIAL DISTRICT 2011 (ORD. 813)

MARION ASHLEY, DISTRICT 5

SUPERVISORIAL DISTRICT (2001 BOUNDARIES)

NOT AVAILABLE

TOWNSHIP/RANGE

T3SR4E SEC 11

ELEVATION RANGE

ELEVATION NOT AVAILABLE

PREVIOUS APN

NO DATA AVAILABLE

PLANNING

LAND USE DESIGNATIONS

MDR

SANTA ROSA ESCARPMENT BOUNDARY

NOT IN THE SANTA ROSA ESCARPMENT BOUNDARY

AREA PLAN (RCIP)

WESTERN COACHELLA VALLEY

COMMUNITY ADVISORY COUNCILS

NOT IN A COMMUNITY ADVISORY COUNCIL AREA

GENERAL PLAN POLICY OVERLAYS

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

GENERAL PLAN POLICY AREAS

NONE

ZONING CLASSIFICATIONS (ORD. 348)

W-2-M

ZONING DISTRICTS AND ZONING AREAS

1.0 1.0

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: GARNET - SUB AREA

AMENDMENT NUMBER: 0

ADOPTION DATE: MAY. 13, 2010

ACREAGE: 2588 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)

NO DATA AVAILABLE

FIRE

HIGH FIRE AREA (ORD. 787)

NOT IN A HIGH FIRE AREA

FIRE RESPONSIBILITY AREA

NOT IN A FIRE RESPONSIBILITY AREA

DEVELOPMENT FEES

CVMSHCP FEE AREA (ORD. 875)

WITHIN THE COACHELLA VALLEY MSHCP FEE AREA

WRMSHCP FEE AREA (ORD. 810)

NOT WITHIN THE WESTERN RIVERSIDE COUNTY MSHCP FEE AREA

ROAD & BRIDGE DISTRICT

EASTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 673)

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

In EAST

WESTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 824)

NOT WITHIN THE WESTERN TUMF FEE AREA

DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)

WESTERN COACHELLA VALLEY

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

NOT WITHIN AN SKR FEE AREA.

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

172

TRANSPORTATION AGREEMENTS

CONTRACT NUMBER: 1.0

APPROVAL DATE: Jan. 1, 1970

COMMENTS: 1.0

CETAP (COMMUNITY AND ENVIRONMENTAL TRANSPORTATION ACCEPTABILITY PROCESS) CORRIDORS

NOT IN A CETAP CORRIDOR.

HYDROLOGY

FLOOD PLAIN REVIEW

NOT REQUIRED

WATER DISTRICT

DWA

FLOOD CONTROL DISTRICT

RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

WATERSHED

WHITEWATER

GEOLOGIC

FAULT ZONE

NOT IN A FAULT ZONE

FAULTS

WITHIN A 1/2 MILE OF

SAN ANDREAS FAULT

SAN ANDREAS FAULT SOUTH BRANCH

SAN ANDREAS FAULTS

CONTACT THE COUNTY'S CHIEF ENGINEERING GEOLOGIST AT (951)955-6863.

LIQUEFACTION POTENTIAL

MODERATE

SUBSIDENCE

SUSCEPTIBLE

PALEONTOLOGICAL SENSITIVITY

LOW POTENTIAL.

FOLLOWING A LITERATURE SEARCH, RECORDS CHECK AND A FIELD SURVEY, AREAS MAY BE DETERMINED BY A QUALIFIED VERTEBRATE PALEONTOLOGIST AS HAVING LOW POTENTIAL FOR CONTAINING SIGNIFICANT PALEONTOLOGICAL RESOURCES SUBJECT TO ADVERSE IMPACTS.

MISCELLANEOUS

SCHOOL DISTRICT

COMMUNITIES

NORTH PALM SPRINGS

COUNTY SERVICE AREA

IN OR PARTIALLY WITHIN

N PALM SPRINGS #13 -

STREET LIGHTING

ZONE B, 43.24 MILES FROM MT. PALOMAR OBSERVATORY

2010 CENSUS TRACT

044522

FARMLAND

URBAN-BUILT UP LAND

TAX RATE AREAS

061215

- CITRUS PEST CONTROL 2
- COACHELLA VALLEY RESOURCE CONSER
- COUNTY FREE LIBRARY
- COUNTY SERVICE AREA 13 *
- COUNTY STRUCTURE FIRE PROTECTION
- COUNTY WASTE RESOURCE MGMT DIST
- CSA 152
- CV MOSQ & VECTOR CONTROL
- DESERT COMMUNITY COLLEGE
- DESERT HOSPITAL
- DESERT HOT SPRINGS CO WTR IMP B
- DESERT HOT SPRINGS COUNTY WATER
- DESERT WATER AGENCY 6TH FRINGE
- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZONE 6
- GENERAL
- GENERAL PURPOSE
- MID-COUNTY PRJ AMD 2-AB1290
- PALM SPRINGS PUBLIC CEMETERY
- PALM SPRINGS UNIF B & I 1992-A
- PALM SPRINGS UNIFIED SCHOOL
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION

SPECIAL NOTES

NO SPECIAL NOTES

CODE COMPLAINTS

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

BUILDING PERMITS

Case #	Description	Status
NO PLANNING PERMITS	NOT APPLICABLE	NOT APPLICABLE

ENVIRONMENTAL HEALTH PERMITS

Case #	Description	Status
NO ENVIRONMENTAL PERMITS	NOT APPLICABLE	NOT APPLICABLE

PLANNING PERMITS

Case #	Description	Status
NO PLANNING PERMITS	NOT APPLICABLE	NOT APPLICABLE

REPORT PRINTED ON...Wed Jan 22 15:05:52 2014
Version 131127

EXHIBIT “C”

Recording Requested by

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section
PO BOX 2952
Sacramento CA 95812-2952

DOC # 2010-0214000

05/10/2010 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
/			/						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
						T:	CTY	UNI	0e2



NOTICE OF STATE TAX LIEN

FILED WITH: RIVERSIDE

CERTIFICATE NUMBER: 10117402931



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

Name of Taxpayer(s) : VICENTE B GAONA

FTB Account Number : 1106025201

Social Security Number(s) : XXX-XX-7501

Last Known Address : PO BOX 7214
: PALM SPRINGS CA 92264

For Taxable Years : 2006

TAX	PENALTY	INTEREST	COLLECTION FEES	PAYMENTS	ADJUSTMENTS	* TOTAL
\$1,609.00	\$402.25	\$433.28	\$230.00	\$0.00	\$0.00	\$2,674.53

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

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

DATED: 04/30/10

FRANCHISE TAX BOARD
of the State of California

Collection Bureau
Telephone Number: (916) 845-4350

By:

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

Authorized facsimile signature.

FTB 2930 V1 ARCS (REV 03-2008)

Public Record



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

Updated Lot Book

Customer:
 RIVERSIDE COUNTY TLMA-CODE INFORCEMENT

Order Number: **30444**

4080 Lemon Street
 Riverside CA 92501

Order Date: 11/6/2013
Dated as of: 11/5/2013

Attn: Brent Steele
Reference: CV11-05186/Regina Keyes
IN RE: GAONA, VINCENT B

County Name: Riverside

FEE(s):
Report: \$60.00

Property Address: 17313 Keith Street
 North Palm Springs CA

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

All exceptions are as follows:

Assessor's Parcel No. : 666-213-018-1

Assessments:	Land Value:	\$3,000.00
	Improvement Value:	\$25,000.00
	Exemption Value:	\$0.00
	Total Value:	\$28,000.00

Property Taxes for the Fiscal Year	2013-2014
First Installment	\$184.46
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 12/10/2013)
Second Installment	\$184.46
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2014)
Prior Delinquencies for tax defaulted year(s)	2011-2012
Redemption Amount	\$1,126.46
If paid by	11/30/2013
Redemption Amount	



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

Order Number: 30444

Reference: CV11-05186/Regi

If paid by

NO OTHER EXCEPTIONS



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

Lot Book Report

Order Number: **28678**

Customer:

RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT

4080 Lemon Street

Riverside

CA 92501

Attn:

Brent Steele

Reference:

CV11-05186 / Amanda M. Ricks

IN RE:

GAONA, VINCENT B.

Order Date: 5/14/2013

Dated as of: 5/9/2013

County Name: Riverside

FEE(s):

Report: \$120.00

Property Address: 17313 Keith Street

North Palm Springs

CA 92258

Assessor's Parcel No. : 666-213-018-1

Assessments:

Land Value:	\$3,000.00
Improvement Value:	\$26,000.00
Exemption Value:	\$0.00
Total Value:	\$29,000.00

Tax Information

Property Taxes for the Fiscal Year	2012-2013
First Installment	\$183.98
Penalty	\$18.38
Status	NOT PAID-DELINQUENT
Second Installment	\$183.98
Penalty	\$55.88
Status	NOT PAID-DELINQUENT
Prior Delinquencies for tax defaulted year(s)	2011
Redemption Amount	\$617.46
If paid by	05/31/2013



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

Order Number: 28678
Reference: CV11-05186 / Am

Property Vesting

The last recorded documents transferring title of said property

Dated	04/15/2004
Recorded	06/03/2004
Document No.	2004-0422881
D.T.T.	\$33.00
Grantor	Willis Laurence Meek, an unmarried man and Wilma Jean Hamilton, who acquired title as Wilma Jean (Meek) Hamilton, a married woman, sole and separate
Grantee	Vincent Gaona, an unmarried man and Maximino Salatel Patino. a single man as joint tenants
Dated	11/24/2006
Recorded	01/09/2007
Document No.	2007-0017417
D.T.T.	\$0.00
Grantor	Maximino Salatel Patino, a single man
Grantee	Vincent B Gaona, an unmarried man
Property Now Vested as	Vincent B Gaona, an unmarried man

Deeds of Trust

Position No.	1st
A Deed of Trust Dated	01/04/2007
Recorded	01/09/2007
Document No.	2007-0017418
Amount	\$70,000.00
Trustor	Vincent B. Gaona. a single man
Trustee	Commonwealth Land Title Ins. Co.
Beneficiary	Chase Bank USA, N.A.



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

Order Number: 28678

Reference: CV11-05186 / Am

Assignment Dated	05/03/2011
Recorded	05/11/2011
Document No.	2011-027622
Assigned to	Deutsche Bank National Trust Company, as Trustee for J.P. Morgan Mortgage Acquisition Trust 2007-CH4
Substitution of Trustee Recorded	07/19/2011
Document No.	2011-0314793
Trustee	California Recnveyance Company
Notice of Trustee's Sale Recorded	08/12/2011
Document No.	2011-0355539
Date of Sale	09/02/2011

Additional Information

A Declaration of Homestead executed by	Vicente Gaona
Recorded	03/06/2009
Document No	2009-0108012
Notice of Non-Compliance filed by	County of Riverside Code Enforcement Department
In the matter of the property of	Vicent Gaona and Maximino Salatel Patino
Case No.	CV07-0843
Recorded	04/02/2007
Document No.	2007-0222260
A Notice of Administrative Proceedings by the	
City of	San Jacinto
County of	Riverside
Recorded	06/25/2012
Document No.	2012-0290436
A Notice of State Tax Lien Recorded	05/10/2010
Document No.	2010-0214000
Amount	\$2,674.53



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

Order Number: 28678

Reference: CV11-05186 / Am

Account No.	1106025201
Certificate No.	10117402931
Debtor	Vicente B Gaona
Creditor: State of California,	Franchise Tax Board

Legal Description

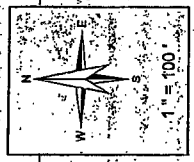
THE LAND REFERRED TO IN THIS REPORT IS LOCATED IN AND IS DESCRIBED AS FOLLOWS:

LOT 18 BLOCK E GARNET GARDENS UNIT NO. 2, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 22, PAGE 47 OF MAPS RECORDS OF SAID COUNTY RECORDER. RESTRICTIONS AND RESERVATIONS RECORDED IN BOOK 1070, PAGE 399.

SEP 29 2011

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

666-21
24-39-1

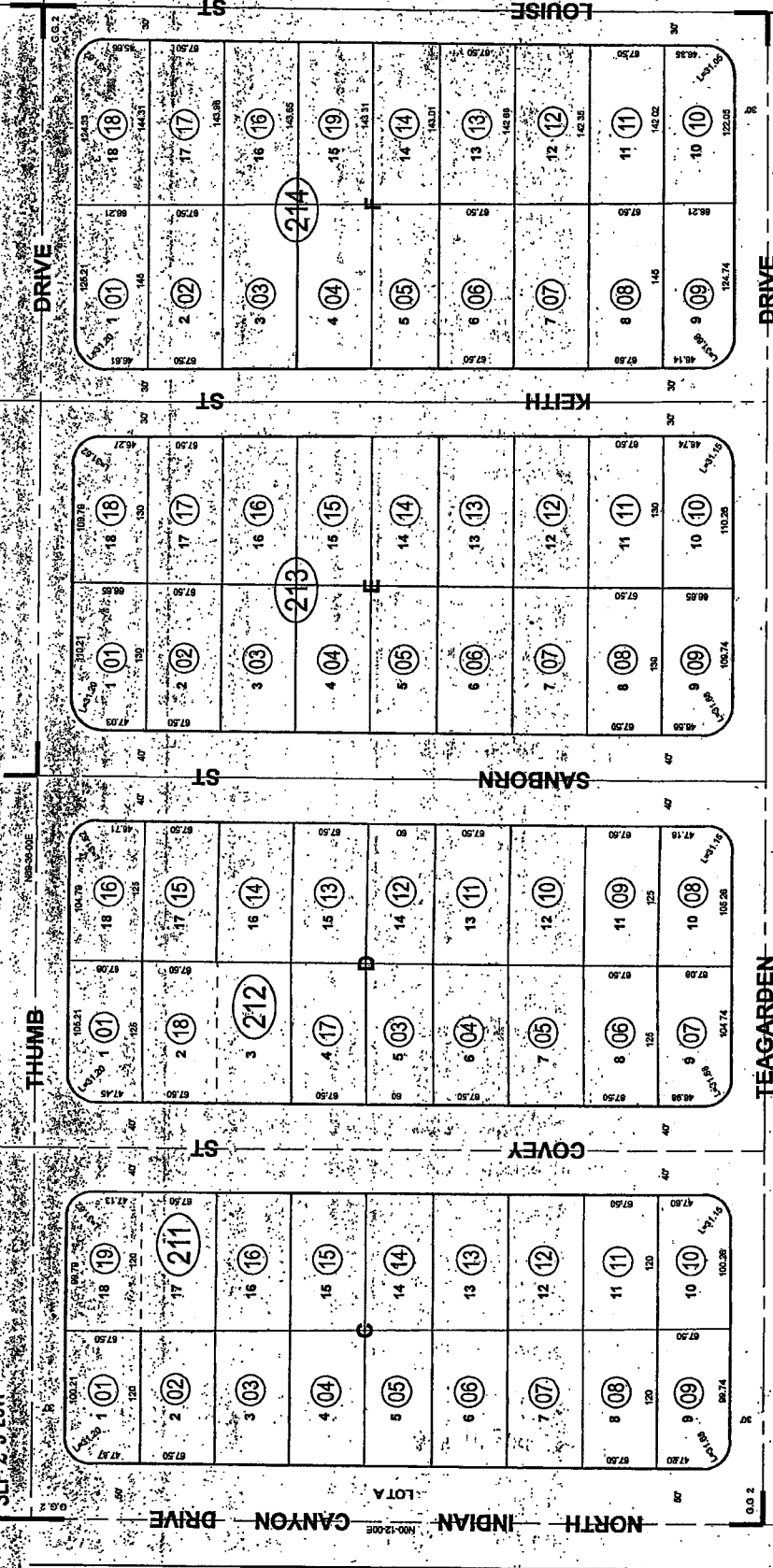


Legend

- Lot Line
- Right-Of-Way
- - - Old Lot Line
- - - Reference P.O.W
- • • • • Other Encumbrance
- • • • • Lease Area
- Subdivision To Map

Date	Old Number	New Number
10/10/13	2	13-13
4/10/17	54-40	21-4-9
4/10/18	21-17-8	13

S 1/2, NW 1/4, SW 1/4, SEC-11, T.3S, R.4E



Map Reference *
ME 22/47-9 GARNET GARDBS UNIT NO. 2

Aug 2011

Pg 14	Pg 20	Pg 22
Pg 15	Pg 24	Pg 26



ASSESSOR'S MAP P(666 PG.21
Riverside County, Calif. JFernandez

NEW COMPANY
 Order No. 2344161
 Escrow No. 12W-JH
 Loan No.

DOC # 2004-0422881
 06/03/2004 08:00A Fee:10.00
 Page 1 of 2 Doc T Tax Paid
 Recorded in Official Records
 County of Riverside
 Gary L. Orso
 Assessor, County Clerk & Recorder

WHEN RECORDED MAIL TO:

VINCENT GAONA
 MAXIMINO SALATEL PATINO
 17313 KEITH STREET
 N. PALM SPRINGS, CA 92258



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC
	1		2			/			
									MH
A	R	L	COPY	LONG	REFUND	NCHG	EXAM		

DOCUMENTARY TRANSFER TAX \$...33.00

...X. Computed on the consideration or value of property conveyed; OR
 ... Computed on the consideration or value less liens or encumbrances
 remaining at time of sale.

Signature of Declarant or Agent determining tax — Firm Name

10

APN: 666-213-018-1
 TRA: 061-059

GRANT DEED

T
MH

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

Willis Laurence Meek, an unmarried man and Wilma Jean Hamilton, *WHO ACQUIRED
 a married woman, sole and separate. TITLE AS WILMA JEAN (MEEK) HAMILTON*

hereby GRANT(S) to

Vincent Gaona, unmarried man and Maximino Salatel Patino,
 a single man as Joint Tenants.

the real property in the City of unincorporated area, State of California, described as
 County of Riverside

17313 Keith Street, N. Palm Springs, CA 92258
 Lot 18 Block E Garnet Gardens Unit No. 2 as shown by Map on file in
 Book 22, Page 47 of Maps records of Riverside County. Restrictions
 and Reservations recorded in Book 1070, Page 399.

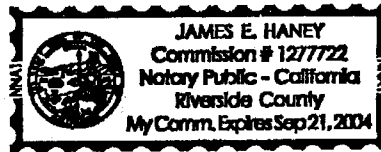
Dated April 15, 2004

Willis Laurence Meek
 Willis Laurence Meek

STATE OF CALIFORNIA
 COUNTY OF RIVERSIDE)ss.
 On 4-15-04 before me,
JAMES E. HANEY (NOTARY)
 personally appeared WILLIS LAURENCE MEEK
 And WILMA JEAN HAMILTON

Wilma Jean Hamilton
 Wilma Jean Hamilton

personally known to me (or proved to me on the basis of satisfactory
 evidence) to be the person(s) whose name(s) are subscribed to the within
 instrument and acknowledged to me that he/she/they executed the same
 in his/her/their authorized capacity(ies), and that by his/her/their signa-
 ture(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 *James E. Haney*

(This area for official notarial seal)

MAIL TAX STATEMENTS TO:

GOVERNMENT CODE 27361.7

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

NAME OF NOTARY: JAMES E. HANEY

COMMISSION NO.: 1277722

PLACE OF EXECUTION: RIVERSIDE COUNTY

DATE COMMISSION EXPIRES: SEPTEMBER 21, 2004

MANUFACTURER/VENDER NO.: _____

SIGNATURE: [Signature] DATE: 5-28-04

RECORDING REQUESTED BY
 CHICAGO TITLE COMPANY
 AND WHEN RECORDED MAIL TO

DOC # 2007-0017417
 01/09/2007 08:00A Fee:7.00
 Page 1 of 1
 Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder

MAXIMINO SALATEL PATINO
 17213 KEITH STREET
 NORTH PALM SPRINGS, CA 92258



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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ESCROW No. 607054271 - F24
 Order No. 607054271 - F03

GRANT DEED

THE UNDERSIGNED GRANITOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$ -0-

- unincorporated area City of NORTH PALM SPRINGS
- computed on the full value of the interest or property conveyed, or is
- computed on the full value less the value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
 MAXIMINO SALATEL PATINO, A SINGLE MAN

7
 T
 043

607054271-#03

hereby GRANT(S) to
 VINCENT GAONA, AN UNMARRIED MAN

the following described real property in the City of NORTH PALM SPRINGS
 County of RIVERSIDE, State of California:
 LOT 18 BLOCK E GARNET GARDENS UNIT NO. 2, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS
 SHOWN BY MAP ON FILE IN BOOK 22, PAGE 47 OF MAPS RECORDS OF RIVERSIDE COUNTY. =LEGAL

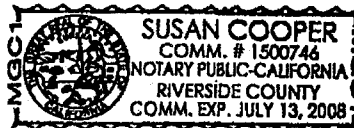
Dated November 24, 2006

[Signature]
 MAXIMINO SALATEL PATINO

STATE OF CALIFORNIA
 COUNTY OF RIVERSIDE) SS.

On November 29 2006 before me,
Susan Cooper

a Notary Public in and for said County and State, personally appeared
MAXIMINO SALATEL PATINO



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 of Notary

7-13-08
 Date My Commission Expires

FOR NOTARY SEAL OR STAMP

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE: IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

Name

Street Address

City, State & Zip

GD1 -05/30/87bk

Public Record

**Recording Requested by
CHICAGO TITLE COMPANY**

Recording Requested By:

Return To:

CHASE BANK USA, N.A.
10790 Rancho Bernardo Road
San Diego, CA 92127
ATTN: DOCUMENT CONTROL

DOC # 2007-0017418
01/09/2007 08:00A Fee:63.00
Page 1 of 19
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



Prepared By:
Dorcus Pickett
Empire Towers III, 4200 Concourse, S

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			19		1				
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM

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DEED OF TRUST

043
63
T
043

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 **January 4, 2007** together with all Riders to this document.

(B) "Borrower" is **VINCENT B. GAONA, A SINGLE MAN**

VBE

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **CHASE BANK USA, N.A.**

Lender is a **nationally chartered bank** organized and existing under the laws of **UNITED STATES OF AMERICA**

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

Form 3005 1/01

VMP -6(CA) (0005).01

Page 1 of 15

Initials: VBE

VMP MORTGAGE FORMS - (800)521-7291



:272: GAONA

8020023479

Public Record

Lender's address is 200 White Clay Center Drive, Newark, DE 19711

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is Commonwealth Land Title Ins. Co.

(E) "Note" means the promissory note signed by Borrower and dated January 4, 2007

The Note states that Borrower owes Lender

SEVENTY THOUSAND & 00/100

Dollars

(U.S. \$ 70,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than February 1, 2037

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

(G) "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.

(H) "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 checked="" type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(I) "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.

(J) "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.

(K) "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.

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

(M) "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.

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

(O) "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.

(P) "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.

(Q) "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

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]

LOT 18 BLOCK E GARNET GARDENS UNIT NO 2, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 22, PAGE 47 OF MAPS RECORDS OF RIVERSIDE COUNTY

Parcel ID Number: 666213018-1
17313 KEITH ST
NORTH PALM SPRINGS
("Property Address"):

which currently has the address of
[Street]
[City], California 92258 [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 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 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.

1/21/01 -8(CA) (0005).01

Page 3 of 15

Initials: VB5

Form 3005 1/01

:272: GAONA

8020023479

Public Record

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

VMIP-8(CA) (0005).01

Page 4 of 15

Initials: VB6

Form 3005 1/01

:272: GAONA

8020023479

Public Record

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:

_____ (Seal)
VINCENT GAONA -Borrower

_____ (Seal)
-Borrower

_____ (Seal) -Borrower _____ (Seal) -Borrower

_____ (Seal) -Borrower _____ (Seal) -Borrower

_____ (Seal) -Borrower _____ (Seal) -Borrower

State of California
County of *RIVERSIDE*

} ss.

On *4th JANUARY 2007*

before me, *LAWRENCE CRAIG, Notary Public*

personally appeared

VINCENT B. CAONA

, 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/hers/their authorized capacity(ies), and that by his/hers/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.



Lawrence Craig (Seal)

LEGAL DESCRIPTION

LOT 18 BLOCK E GARNET GARDENS UNIT NO. 2, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
AS SHOWN BY MAP ON FILE IN BOOK 22, PAGE 47 OF MAPS RECORDS OF RIVERSIDE COUNTY. LOT
18 BLOCK E GARNET GARDENS UNIT NO. 2, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS
SHOWN BY MAP ON FILE IN BOOK 22, PAGE 47 OF MAPS RECORDS OF RIVERSIDE COUNTY. =LEGAL

DESLTR-09/06/94bk

Public Record

1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 4th day of January 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

CHASE BANK USA, N.A.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

17313 KEITH ST, NORTH PALM SPRINGS, CA 92258

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3170 1/01

VMP-57R (0411)

Page 1 of 3

Initials: JBG

VMP Mortgage Solutions, Inc.
(800)521-7291



GAONA

8020023479

Public Record

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

VMP-57R (0411)

Page 2 of 3

Initials: VBE
Form 3170 1/01

GAONA

8020023479

Public Record

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

 (Seal)
VINCENT GAONA -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

VMP-57R (0411)

Page 3 of 3

Form 3170 1/01

GAONA

8020023479

Public Record

SHM

ServiceLink

RECORDING REQUESTED BY
CALIFORNIA RECONVEYANCE COMPANY

DOC # 2011-0207622

05/11/2011 10:03A Fee:21.00

Page 1 of 2

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

AND WHEN RECORDED MAIL TO
CALIFORNIA RECONVEYANCE COMPANY
9200 Oakdale Avenue
Mail Stop: CA2-4379
Chatsworth, CA 91311



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Trustee Sale No. 250427CA Loan No. 0026470898 Title Order No. 824625

IMPORTANT NOTICE

21 T
013

NOTE: After having been recorded, this Assignment should be kept with the Note and the Deed of Trust hereby assigned.

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to Deutsche Bank National Trust Company, as Trustee for J.P. Morgan Mortgage Acquisition Trust 2007-CH4, Asset Backed Pass-Through Certificates, Series 2007-CH4 all beneficial interest under that certain Deed of Trust dated 01-04-2007, executed by VINCENT B GAONA, A SINGLE MAN, as Trustor; to COMMONWEALTH LAND TITLE INS. CO. as Trustee; and Recorded 01-09-2007, Book NA, Page NA, Instrument 2007-0017418 of official records in the Office of the County Recorder of RIVERSIDE County, California. APN: 666-213-018-1 Situs: 17313 KEITH ST, , NORTH PALM SPRINGS, CA 92258

TOGETHER with the note or notes therein described and secured thereby, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Deed of Trust including the right to have reconveyed, in whole or in part, the real property described therein.

DATE: May 03, 2011

Chase Bank USA, National Association

Colleen Irby, Vice President

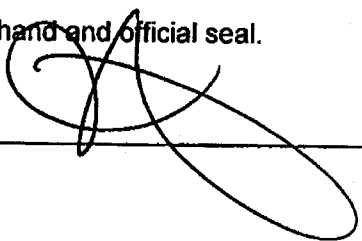
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On May 03, 2011 before me, JASON M. MAGGARD, "Notary Public", personally appeared Colleen Irby, 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 _____



(Seal)



DOC # 2011-0314793

07/19/2011 08:57A Fee:21.00

Page 1 of 2

Recorded in Official Records

County of Riverside

Larry U. Ward

Assessor, County Clerk & Recorder



134m
RECORDING REQUESTED BY
CALIFORNIA RECONVEYANCE COMPANY
AND WHEN RECORDED MAIL TO
CALIFORNIA RECONVEYANCE COMPANY
9200 Oakdale Avenue
Mail Stop: CA2-4379
Chatsworth, CA 91311

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Trustee Sale No. 250427CA Loan No. 0026470898 Title Order No. 824625

SUBSTITUTION OF TRUSTEE

(SEE ATTACHED DECLARATION)

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WHEREAS, VINCENT B GAONA, A SINGLE MAN, was the original Trustor, COMMONWEALTH LAND TITLE INS. CO., was the original Trustee, and CHASE BANK USA, N.A, was the original Beneficiary under that certain Deed of Trust dated 01-04-2007, Recorded 01-09-2007, Book NA, Page NA, Instrument 2007-0017418 of official records in the office of the Recorder of RIVERSIDE County, California, and

APN: 666-213-018-1 Situs: 17313 KEITH ST., NORTH PALM SPRINGS, CA 92258

WHEREAS, Deutsche Bank National Trust Company, as Trustee for J.P. Morgan Mortgage Acquisition Trust 2007-CH4, Asset Backed Pass-Through Certificates, Series 2007-CH4 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 the place of and stead of said original Trustee thereunder.

Now, THEREFORE, the undersigned Beneficiary hereby substitutes CALIFORNIA RECONVEYANCE COMPANY, 9200 Oakdale Avenue CA2-4379, Chatsworth, CA 91311, as Trustee of Said Deed of Trust.

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

DATE: MAY 03, 2011

Deutsche Bank National Trust Company, as Trustee for J.P. Morgan Mortgage Acquisition Trust 2007-CH4, Asset Backed Pass-Through Certificates, Series 2007-CH4 by JPMorgan Chase Bank, National Association, as attorney-in-fact


COLLEEN IRBY, OFFICER

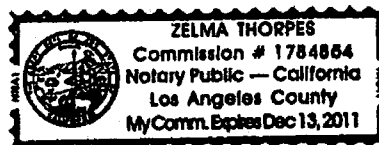
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On July 15, 2011 before me, ZELMA THORPES, "Notary Public" personally appeared COLLEEN IRBY, 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 Zelma Thorpes (Seal)



Public Record

CALIFORNIA RECONVEYANCE COMPANY
9200 Oakdale Avenue CA2-4379
Chatsworth, CA 91311
800 892-6902

DECLARATION

Trustee Sale Number: 250427CA
Trustor from Deed of Trust: VINCENT B GAONA, A SINGLE MAN

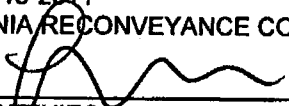
I, LAURA MATTHIES, declare that I am an officer, agent, or employee of CALIFORNIA RECONVEYANCE COMPANY whose business address is:
9200 Oakdale Avenue CA2-4379
Chatsworth, CA 91311

I am over the age of eighteen years. I caused an agent, on behalf of California Reconveyance Company, to deliver by Certified mail, enclosed in a sealed envelope with postage fully prepaid, deposited in the United States Post Office at Temecula, California, a copy of the attached Substitution of Trustee to the trustee of record under the Deed of Trust described in said Substitution.

A copy of the attached Substitution has been mailed prior to or concurrently with the recording thereof, in the manner provided in Section 2924b of the Civil Code of the State of California to all persons to whom a copy of the Notice of Default would be required to be mailed by the provisions of said section.

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

Date: 07-15-2011
CALIFORNIA RECONVEYANCE COMPANY



LAURA MATTHIES
(Declarant)

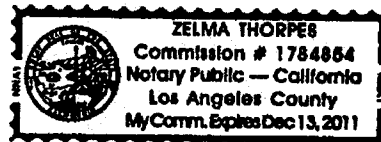
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On July 15, 2011 before me, ZELMA THORPES, "Notary Public" personally appeared LAURA MATTHIES, 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  (Seal)



Recording Requested By
ServiceLink

RECORDING REQUESTED BY
CALIFORNIA RECONVEYANCE COMPANY

AND WHEN RECORDED MAIL TO

CALIFORNIA RECONVEYANCE COMPANY
9200 Oakdale Avenue
Mail Stop: CA2-4379
Chatsworth, CA 91311
800-892-6902

DOC # 2011-0355539
08/12/2011 01:46P Fee:21.00
Page 1 of 2

Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder



Trustee Sale No. 250427CA
Loan No. 0026470898
Title Order No. 824625

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NOTICE OF TRUSTEE'S SALE

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012

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 01-04-2007. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 09-02-2011 at 10:00 AM, CALIFORNIA RECONVEYANCE COMPANY as the duly appointed Trustee under and pursuant to Deed of Trust Recorded 01-09-2007, Book NA, Page NA, Instrument 2007-0017418, of official records in the Office of the Recorder of RIVERSIDE County, California, executed by: VINCENT B GAONA, A SINGLE MAN, as Trustor, CHASE BANK USA, N.A, as Beneficiary, will sell at public auction sale to the highest bidder for cash, cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, or a cashier's check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state. Sale will be held by the duly appointed trustee as shown below, of all right, title, and interest conveyed to and now held by the trustee in the hereinafter described property under and pursuant to the Deed of Trust. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, interest thereon, estimated fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

Place of Sale: THE MAIN STREET ENTRANCE TO THE COUNTY COURTHOUSE, 4050 MAIN STREET, RIVERSIDE, CA

Legal Description: LOT 18 BLOCK E GARNET GARDENS UNIT NO. 2, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 22, PAGE 47 OF MAPS RECORDS OF RIVERSIDE COUNTY.

Amount of unpaid balance and other charges: \$80,187.41 (estimated)

Street address and other common designation of the real property: 17313 KEITH ST
NORTH PALM SPRINGS, CA 92258
APN Number: 666-213-018-1

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. The property heretofore described is being sold "as is".

In compliance with California Civil Code 2923.5(c) the mortgagee, trustee, beneficiary, or authorized agent declares: that it has contacted the borrower(s) to assess their financial situation and to explore options to avoid foreclosure; or that it has made efforts to contact the borrower(s) to assess their financial situation and to explore options to avoid foreclosure by one of the following methods: by telephone; by United States mail; either 1st class or certified; by overnight delivery; by personal delivery; by e-mail; by face to face meeting.

DATE: 08-12-2011

CALIFORNIA RECONVEYANCE COMPANY, as Trustee



REGINA CANTRELL, ASSISTANT SECRETARY

California Reconveyance Company
9200 Oakdale Avenue
Mail Stop: CA2-4379
Chatsworth, CA 91311
800-892-6902

CALIFORNIA RECONVEYANCE COMPANY IS A DEBT
COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY
INFORMATION OBTAINED WILL BE USED FOR THAT

For Sales Information:
(714) 730-2727 or www.lpsasap.com
(714) 573-1965 or www.priorityposting.com

RECORDING REQUESTED BY:
Vicente Gaona
67645 El Sarape Trail
Desert Hot Springs, CA 92241

DOC # 2009-0108012
03/06/2009 08:00A Fee:9.00
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



12

AND WHEN RECORDED MAIL TO:
Vicente Gaona #
12314 PALMA DR. PMB 113
DESERT HOT SPRINGS
CA 92240

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HOMESTEAD DECLARATION

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302

I, Vicente Gaona, hereby certify and declare:

- (a) I hereby claim as a declared homestead the premises described as follows:
17313 Keith Street North Palm Springs, CA 92258
- (b) I am the declared homestead owner of the above-declared homestead.
- (c) I own the following interest in the above-declared homestead: 100%
AKA VINCENT B GAONA
- (d) The above-declared homestead is Vicente Gaona (my principal dwelling or the principal dwelling of my spouse), and now is currently residing in that declared homestead.
- (e) My further act of causing this declaration to be recorded shall constitute a representation that Vicente Gaona reside(s) in the above-declared homestead on the date this declaration is recorded.
- (f) The facts stated in this Declaration are true as of my personal knowledge.

Dated: January 31, 2009

Vicente Gaona
AKA VINCENT B GAONA

State of California
County of RIVERSIDE
On 3/3/09 before me, SANJIV BARSE, Notary Public, personally appeared VINCENT B. GAONA who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

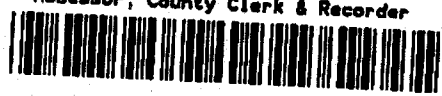
Signature [Signature] (Seal)



Homestead_gaona

When recorded please mail to:
5002

DOC # 2007-0222260
04/02/2007 08:00A Fee:NC
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



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030

NOTICE OF NONCOMPLIANCE

In the matter of the Property of
Vincent Gaona
Maximino Salatel Patino

)
) Case No. CV07-0843

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No.457 Sec. 2, (RCC Title 15.08.010) described as construction without permit - garage conversion. Such Proceedings are based upon the noncompliance of such real property, located at 17313 Keith Street, North Palm Springs, CA, and more particularly described as Assessor's Parcel Number 666-213-018 and having a legal description of SECTION 11 TOWNSHIP 3 SOUTH RANGE 4 EAST, LOT 18 BLOCK E, GARNET GARDENS, recorded in Map book 22, Page 47, Records of Riverside County, with the requirements of Ordinance No. 457 Sec. 2 (RCC Title 15.08.010).

The owner has been advised to immediately correct the above-referenced violations to avoid further action by the County of Riverside which may include demolition, removal, razing, etc., to abate the public nuisance. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 24318 Hemlock Ave., Suite C-1, Moreno Valley, CA 92553, Attention Code Enforcement Officer Michele Kompier (951-922-7543).

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

COUNTY OF RIVERSIDE
CODE ENFORCEMENT DEPARTMENT

By Regina Keyes
Regina Keyes, Senior Code Enforcement Officer
Code Enforcement Department

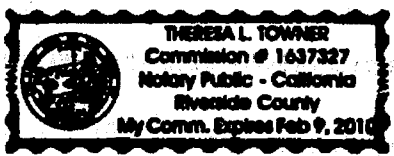
ACKNOWLEDGMENT

State of California)
County of Riverside)

On 3/20/07 before me, Theresa L. Towner, Notary Public, personally appeared Regina Keyes, 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.

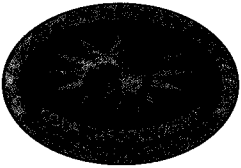
WITNESS my hand and official seal.

Theresa L. Towner



Public Record

EXHIBIT “D”



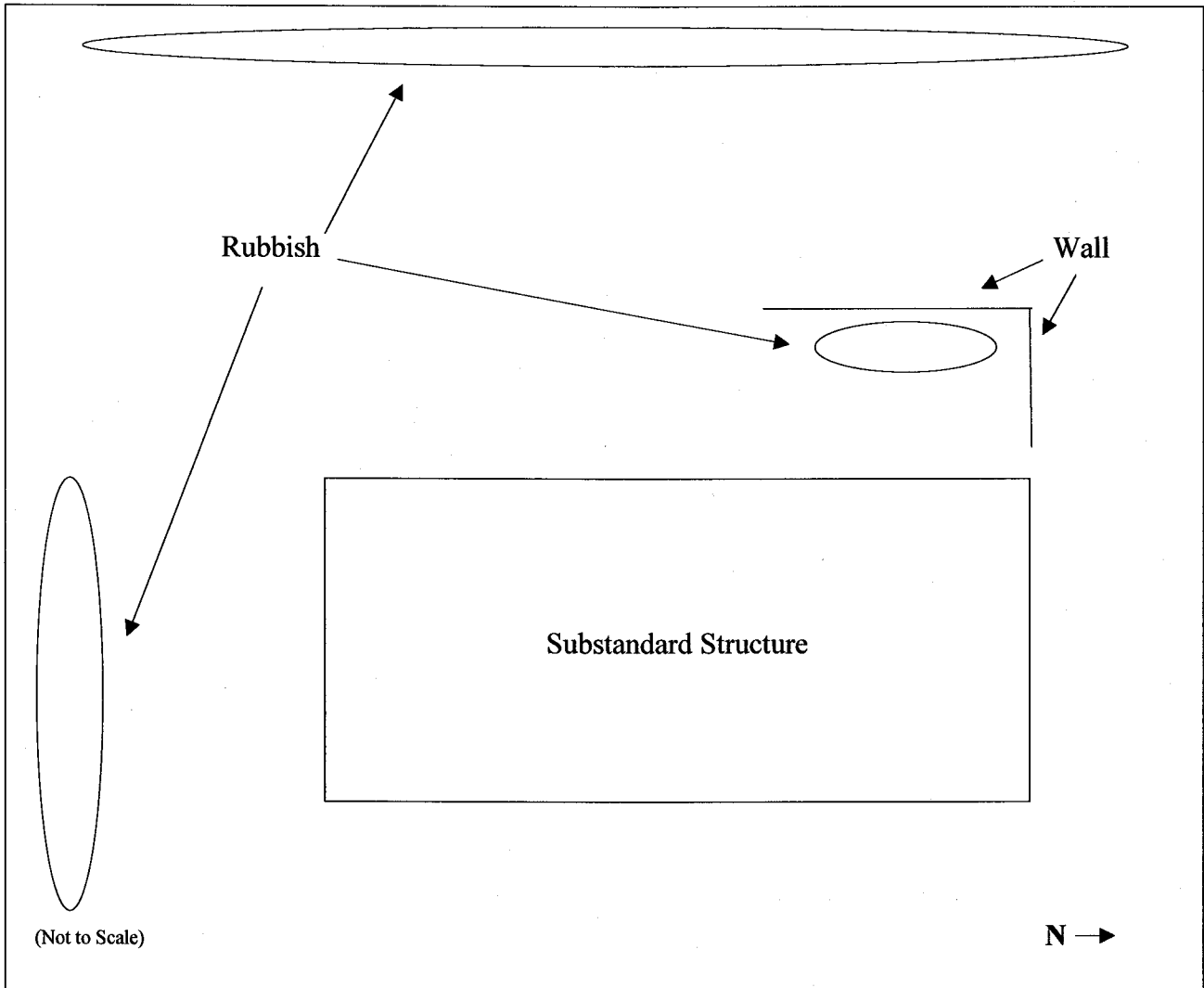
Code Enforcement Department
County Of Riverside

Juan Perez
INTERIM
DIRECTOR

SITE PLAN: CV11-05186

ADDRESS: 17313 Keith St., North Palm Springs, CA 92258
ASSESSOR'S PARCEL: 666-213-018

REAR PROPERTY LINE



FRONT PROPERTY LINE

17313 Keith St., North Palm Springs, CA 92258 ACREAGE: .19

PREPARED BY: J. Cole DATE: 7/12/13

03/05/2012



03/05/2012

NOTICE OF ABANDONMENT
PROPERTY OF THE STATE OF TEXAS
COUNTY OF DALLAS
CITY OF DALLAS
OFFICE OF THE COUNTY CLERK
DALLAS, TEXAS





DANGER
(PELIGROSO)
Do Not Enter or Occupy
No Trespassing
Prohibited by Law
Penalty: \$1000
CIVIL
COURT ORDER

03/05/2012

03/05/2012





03/05/2012

03/05/2012





03/05/2012



03/05/2012

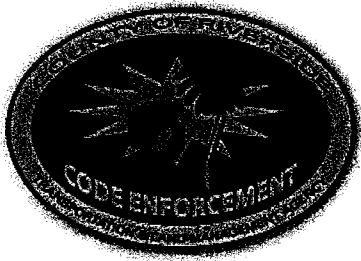


03/05/2012





EXHIBIT “E”



COUNTY OF RIVERSIDE
CODE ENFORCEMENT DEPARTMENT

NOTICE OF VIOLATION

CASE No.: CV 11-05186

THE PROPERTY AT: 17313 KEITH ST

APN#: 666 213 016

WAS INSPECTED BY OFFICER: Hernandez

ID#: 90

ON 03 05 2012 AT 2:02 am/pm

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

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

COMMENTS: REPAIR AND SECURE HOME, AND REMOVE ALL TRASH AND RUBBISH FROM SOUTH, WEST, AND EAST YARDS

IMPORTANT! CORRECTION(S) MUST BE COMPLETED BY: 03 05 2012. FAILURE TO COMPLY BY THIS DATE, MAY RESULT IN THE ISSUANCE OF AN ADMINISTRATIVE CITATION WITH FINES UP TO \$500.00 PER DAY, FOR EACH VIOLATION. YOU MAY BE CITED EACH DAY THAT THE VIOLATION(S) EXIST BEYOND THE CORRECTION DATE. IN ADDITION, OTHER ENFORCEMENT ACTION, PENALTIES AND THE IMPOSITION OF A LIEN ON THE PROPERTY FOR THE ABATEMENT AND ENFORCEMENT COSTS MAY RESULT IF COMPLIANCE IS NOT ACHIEVED BY THE CORRECTION DATE.

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$ 109.00 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 RIVERSIDE COUNTY ORDINANCE 725 AND RIVERSIDE COUNTY CODE 1.16.

SIGNATURE _____ PRINT NAME _____ DATE _____
PROPERTY OWNER TENANT

CDL/CID# _____ D.O.B. _____ TEL. NO. _____



RIVERSIDE COUNTY CODE ENFORCEMENT DEPARTMENT 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 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 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 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 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(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 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 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 checked="" 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 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 checked="" 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 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. CV 11 05186 Address 17313 KEITH ST
 Date 05 05 2012 Officer Hernandez



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

AFFIDAVIT OF POSTING OF NOTICES

April 2, 2012

RE CASE NO: CV1105186

I, Adam Hermanson, hereby declare:

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

That on 03/05/2012 at 1402, I securely and conspicuously posted NoD, NOV, Do not enter at the property described as:


Property Address: 17313 KEITH ST, NORTH PALM SPRINGS

Assessor's Parcel Number: 666-213-018

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

Executed on April 2, 2012 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT


By: Adam Hermanson, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

NOTICE OF VIOLATION

April 2, 2012

VINCENT B GAONA
C/O MAXIMINO SALATEL PATINO
P O BOX 580956
PALM SPRINGS, CA 92258

RE CASE NO: CV1105186 at 17313 KEITH ST, in the community of NORTH PALM SPRINGS, California, Assessor's Parcel Number 666-213-018

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 17313 KEITH ST, in the community of NORTH PALM SPRINGS California, Assessor's Parcel Number 666-213-018, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541) , 15.16.020 (Ord. 457), of the Riverside County Code.

Said violation is described as:

- 1) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.
- 2) 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.

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

- 1) Remove all rubbish and dispose of it in an approved, legal landfill. *Your property is littered with discarded furniture and general rubbish throughout the property. Call Officer Hermanson with any questions 760 393 3344
- 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. *Please begin correcting all defects in this structure by FIRST properly securing all open accesses. Call Officer Hermanson with any questions: 760 393 3344.*

COMPLIANCE MUST BE COMPLETED BY April 18, 2012. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$109.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.

CODE ENFORCEMENT DEPARTMENT

By:  Adam Hermanson, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

NOTICE OF VIOLATION

April 2, 2012

Owner / Occupant
17313 KEITH ST
NORTH PALM SPRINGS, CA 92258

RE CASE NO: CV1105186 at 17313 KEITH ST, in the community of NORTH PALM SPRINGS, California, Assessor's Parcel Number 666-213-018

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 17313 KEITH ST, in the community of NORTH PALM SPRINGS California, Assessor's Parcel Number 666-213-018, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541) , 15.16.020 (Ord. 457), of the Riverside County Code.

Said violation is described as:

- 1) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.
- 2) 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.

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

- 1) Remove all rubbish and dispose of it in an approved, legal landfill. *Your property is littered with discarded furniture and general rubbish throughout the property. Call Officer Hermanson with any questions 760 393 3344
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COMPLIANCE MUST BE COMPLETED BY April 18, 2012. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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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

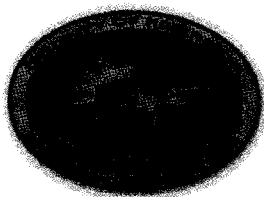

By: Adam Hermanson, Code Enforcement Officer

RIVERSIDE COUNTY CODE ENFORCEMENT DEPARTMENT 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 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 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 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 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(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 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 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 checked="" 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 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 checked="" 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 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. CV 11 05186 Address 17313 KEITH ST
 Date 05 05 2012 Officer HERMAN S J



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

GLENN BAUDE
Director

PROOF OF SERVICE

Case No. CV1105186

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

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

That on April 2, 2012, I served the following documents(s):

NOTICE RE: Notice of Violation

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

VINCENT B GAONA C/O MAXIMINO SALATEL PATINO, P O BOX 580956, PALM SPRINGS, CA 92258
OCCUPANT 17313 KEITH ST, NORTH PALM SPRINGS, CA 92258

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

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

EXECUTED ON April 2, 2012, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT


By: Sara Nunez, Code Enforcement Aide

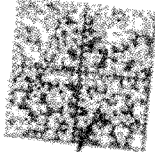
County of Riverside
Code Enforcement Department
38686 El Cerrito Rd., Suite 200
Palm Desert, CA 92211

UNC

CERTIFIED MAIL



70JJ 2000 0000 7092 048J



U.S. POSTAGE
EPA 82801 \$ 005.75
02 IN
50813F2205 APR 03 2012

Vincent B Gaona
c/o Maximino Salatel Patino
PO Box 580956
Palm Springs Ca 92258

L1-h CJD
h-h

RECEIVED BY SENDER ON 04/28/12
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 04/28/12 BY 60322/UC/BAW/STP

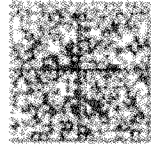
92258B0384 91

County of Riverside
Code Enforcement Department
38686 El Cerrito Rd., Suite 200
Palm Desert, CA 92211

CERTIFIED MAIL



7011 2000 0000 7092 0498



U.S. POSTAGE & FINES SERVICE
EPA
ZF 92211 \$ 005.75⁰⁰
07.18
9301373203 APR 03 2012

Owner/Occupant
17313 Keith St
North Palm Springs, Ca 92258

PLEASE RETURN TO SENDER
NOT POSTAGE NECESSARY
IF MAILED IN THE UNITED STATES
NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

92211 61191



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

NOTICE OF VIOLATION

June 14, 2013

VINCENT B GAONA
C/O MAXIMINO SALATEL PATINO
P O BOX 580956
PALM SPRINGS, CA 92258

RE CASE NO: CV1105186 at 17313 KEITH ST, in the community of NORTH PALM SPRINGS, California, Assessor's Parcel Number 666-213-018

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 17313 KEITH ST, in the community of NORTH PALM SPRINGS California, Assessor's Parcel Number 666-213-018, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541), 15.16.020 (Ord. 457), of the Riverside County Code.

Said violation is described as:

- 1) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.
- 2) 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.

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

- 1) Remove all rubbish and dispose of it in an approved, legal landfill. *Your property is littered with discarded furniture and general rubbish throughout the property. Call Officer Hermanson with any questions 760 393 3344
- 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. *Please begin correcting all defects in this structure by FIRST properly securing all open accesses.

COMPLIANCE MUST BE COMPLETED BY June 28, 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 \$109.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.

CODE ENFORCEMENT DEPARTMENT

By: Jamison Cole, Code Enforcement Officer



CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

NOTICE OF VIOLATION

June 14, 2013

California Reconveyance Company
9200 Oakdale Avenue
MAIL STOP: CA2-4379
Chatsworth, Ca 91311

RE CASE NO: CV1105186 at 17313 KEITH ST, in the community of NORTH PALM SPRINGS, California, Assessor's Parcel Number 666-213-018

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 17313 KEITH ST, in the community of NORTH PALM SPRINGS California, Assessor's Parcel Number 666-213-018, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541), 15.16.020 (Ord. 457), of the Riverside County Code.

Said violation is described as:

- 1) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.
- 2) 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.

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

- 1) Remove all rubbish and dispose of it in an approved, legal landfill. *Your property is littered with discarded furniture and general rubbish throughout the property. Call Officer Hermanson with any questions 760 393 3344
- 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. *Please begin correcting all defects in this structure by FIRST properly securing all open accesses.

COMPLIANCE MUST BE COMPLETED BY June 28, 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 \$109.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

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CODE ENFORCEMENT DEPARTMENT

By: Jamison Cole, Code Enforcement Officer