

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

906B



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

FROM: TLMA – Code Enforcement Department

SUBMITTAL DATE:
March 26, 2014

SUBJECT: Abatement of Public Nuisance [Accumulated Rubbish]
Case No: CV12-05227 [RIVERA, SURUY, SHRUSBREE, GUZMAN, ET AL]
Subject Property: 20815 Hansen Ave., Nuevo; APN: 426-210-060
District: 5/5 [\$0]

RECOMMENDED MOTION: That the Board of Supervisors move that:

1. The accumulation of rubbish on the real property located at 20815 Hansen Ave., Nuevo, Riverside County, California, APN: 426-210-060 be declared a public nuisance and a violation of Riverside County Ordinance No. 541 which does not permit the accumulated rubbish on the property.
2. Diana Rivera, Roberta Suruy, Eugene Shrusbree, Margarita Guzman, Angel Haro and Panlita Mutukun, the owners of the subject real property, be directed to abate the accumulation of rubbish on the property by removing the same from the real property 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 checked="" type="checkbox"/> Policy <input 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: *Kecia Harper-Ihem*
Deputy

A-30
 4/5 Vote
 Positions Added
 Change Order

Prev. Agn. Ref.:

District: 5/5

Agenda Number:

9-5

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

FORM 11: Abatement of Public Nuisance [Accumulated Rubbish]

Case No: CV12-05227 [RIVERA, SURUY, SHRUSBREE, GUZMAN, ET AL]

Subject Property: 20815 Hansen Ave., Nuevo; APN: 426-210-060

District: 5/5

DATE: March 26, 2014

PAGE: 2 of 2

RECOMMENDED MOTION (continued):

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

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

5. County Counsel be directed to prepare the necessary Findings of Fact and Conclusions that the accumulation of rubbish on the real property is declared to be in violation of Riverside County Ordinance No. 541, and a public nuisance, and further, to prepare an Order to Abate for approval by the Board.

BACKGROUND:

1. An initial inspection was made on the subject property by Code Enforcement Officer Wayne Durant on October 30, 2012. The Inspection revealed accumulation of rubbish on the subject property in violation of Riverside County Ordinance No. 541. The rubbish consisted of but was not limited to: drywall and pallets.

2. There have been approximately 9 subsequent follow-up inspections, with the last inspection being December 30, 2013, revealed the property continues to be in violation of Riverside County Ordinance No. 541.

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

Impact on Citizens and Businesses

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

SUPPLEMENTAL:

Additional Fiscal Information

N/A

Contract History and Price Reasonableness

N/A

ATTACHMENTS

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

3 IN RE ABATEMENT OF PUBLIC NUISANCE) CASE NO. CV 12-05227
4 [ACCUMULATED RUBBISH]; APN: 426-210-060,)
5 20815 HANSEN AVE., NUEVO, COUNTY OF) DECLARATION OF CODE
6 RIVERSIDE, STATE OF CALIFORNIA; DIANA) ENFORCEMENT OFFICER
7 RIVERA, ROBERTA SURUY, EUGENE) EDWARD TORRES
8 SHRUSBREE, MARGARITA GUZMAN, ANGEL)
9 HARO, PANLITA MUTUKUN, OWNERS.)
10) [RCO No. 541]
11)
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1 I, Edward Torres, declare that the facts set forth below are personally known to me except to the extent that certain information is based on information and belief which I believe to be true, and if called as a witness, I could and would competently testify thereof under oath:

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

2. I am informed and believe and thereon allege that on October 30, 2012, Code Enforcement Officer Wayne Durant conducted an initial inspection of the real property described as 20815 Hansen Ave., Nuevo, Riverside County, California and further described as Assessor's Parcel Number 426-210-060 (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 Diana Rivera, Roberta Suruy, Eugene Shrusbree and Margarita Guzman (hereinafter referred to as "OWNERS"). A certified copy of the County Equalized Assessment Roll for 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 June 11, 2013 and updated on December 6, 2013, it determined that other parties may potentially hold a legal interest in THE PROPERTY, to wit; John F. Meyer and Rebecca Meyer, Mortgage Electronic Registration System, Inc,

1 Western Progressive, LLC, People's Choice Home Loan, Inc. a Wyoming Corporation (hereinafter
2 referred to as "INTERESTED PARTIES"). True and correct copies of the Lot Book Reports are attached
3 hereto and incorporated herein by reference as Exhibit "C."

4 5. I am informed and believe and thereon allege that on October 30, 2012, Officer Durant
5 conducted an initial inspection. Officer Durant observed accumulated rubbish on THE PROPERTY
6 including, but not limited to: drywall and pallets, in excess of 850 square feet.

7 6. As a result of the accumulated rubbish, THE PROPERTY constituted a public nuisance in
8 violation of the provisions set forth in Riverside County Ordinance ("RCO") No. 541.

9 7. On October 30, 2012, a Notice of Violation was posted on THE PROPERTY.

10 8. On November 1, 2012 and January 23, 2014, a Notice of Violation was mailed to
11 OWNERS by first class mail.

12 9. On July 30, 2013 and August 28, 2013, a Notice of Violation was mailed to OWNERS and
13 INTERESTED PARTIES by certified mail with return receipt requested.

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

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

18 12. There have been approximately 9 subsequent follow up inspections with the last
19 inspection being December 30, 2013, revealed THE PROPERTY remained in violation of RCO No. 541.

20 13. Based upon my experience, knowledge and visual observations, it is my determination
21 that the conditions on THE PROPERTY are dangerous to the neighboring property owners and the
22 general public.

23 14. Furthermore, a recent inspection showed THE PROPERTY remained in violation of RCO
24 No. 541.

25 15. I am informed and believe and based upon said information and belief allege that the
26 OWNERS do not have legal authority or permission to store or accumulate the above described
27 materials on THE PROPERTY.

28 16. A Notice of Pendency of Administrative Proceedings was recorded in the Office of the

1 County Recorder, County of Riverside, State of California, on January 16, 2013, as Instrument Number
2 2013-0024686, a true and correct copy of which is attached hereto and incorporated herein by
3 reference as Exhibit "F."

4 17. A "Notice to Correct County Ordinance Violations and Abate Public Nuisance" providing
5 notification of the Board of Supervisors' hearing as required by RCO No. 725 was mailed to OWNERS
6 and INTERESTED PARTIES by first class mail and was posted on THE PROPERTY. True and correct
7 copies of the Notices, together with the Proofs of Service, and the Affidavit of Posting of Notices are
8 attached hereto and incorporated herein by reference as Exhibit "G."

9 18. Removal of all accumulated rubbish on THE PROPERTY is required to bring THE
10 PROPERTY into compliance with RCO No. 541, and the Health and Safety Code.

11 19. Accordingly, the following findings and conclusions are recommended:

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

14 (b) the OWNERS or whoever has possession or control of THE PROPERTY, be
15 required to remove all accumulated rubbish within ninety (90) days of the date of the posting and mailing
16 of the Board's Order to Abate Nuisance, in accordance with all Riverside County Ordinances, including
17 but not limited to the provision of RCO No. 541.

18 (c) In the event the rubbish is not removed and disposed of according to the above
19 referenced ninety (90) day time period in strict accordance with all Riverside County Ordinances,
20 including but not limited to RCO No. 541, the rubbish may be abated and disposed of by representatives
21 of the Riverside County Code Enforcement Department, a contractor or the Sheriff's Department upon
22 receipt of an owner's consent or a Court Order when necessary under applicable law.

23 ///

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26 ///

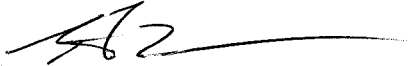
27 ///

28 ///

1 (d) that reasonable costs of abatement, after notice and opportunity for hearing, shall
2 be 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 No. 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 6th day of FEBRUARY, 2014, at SAN JACINTO, California.

7
8 

9 _____
10 EDWARD TORRES
11 Code Enforcement Officer
12 Code Enforcement Department
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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”

92582

SAN JACINTO

JUNIPER FLATS

92567

LAKEVIEW

HANSEN

LAKEVIEW

HANSEN

30

29

22

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27

25

SEE 749 MAP

SEE 809 MAP

779

SEE 778 MAP

RIVERSIDE CO

1 0 .75 .5 .25 0 miles 1 in. = 2400 ft.

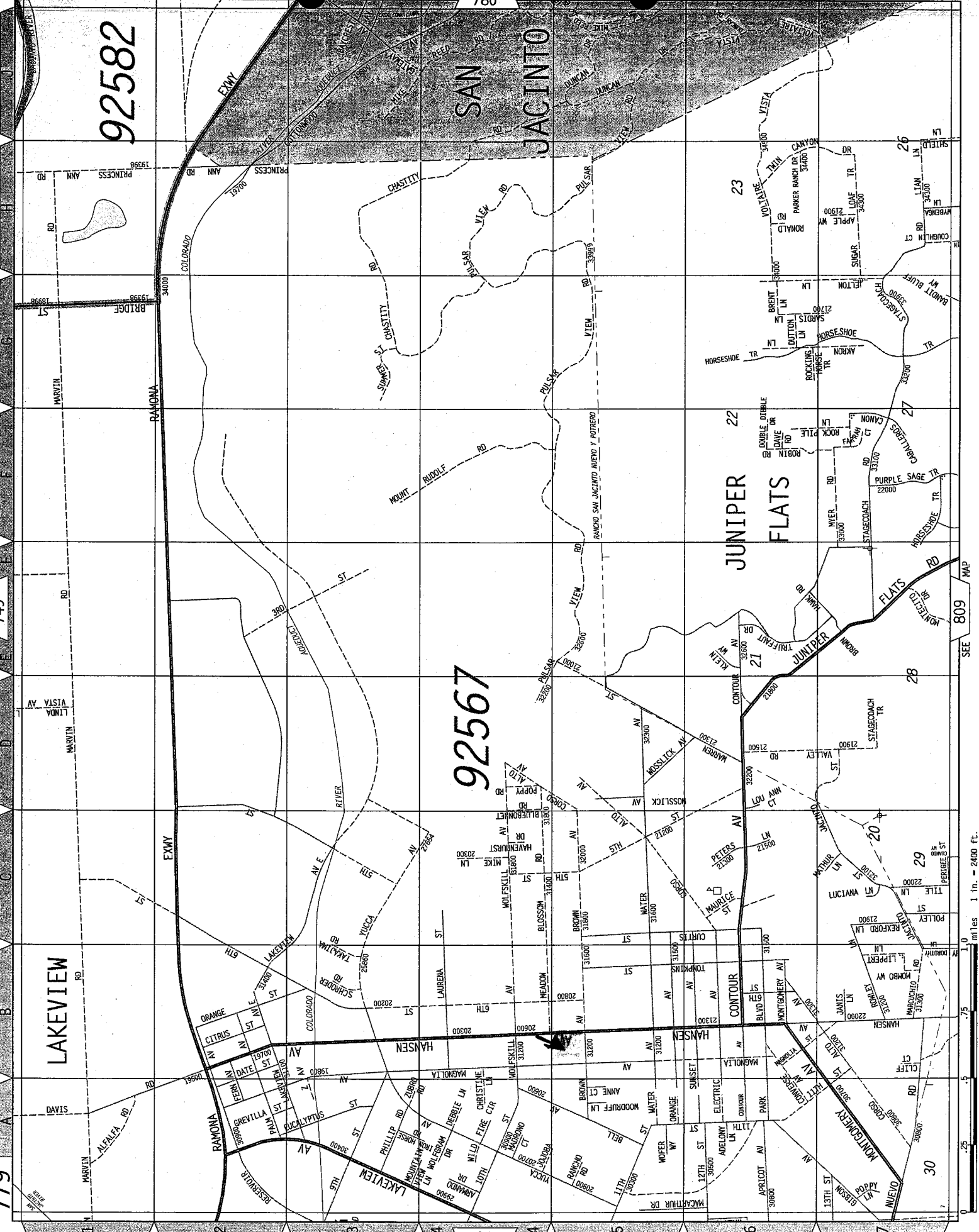


EXHIBIT “B”

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

Assessment #426210060-5		Parcel # 426210060-5		
Assessee:	RIVERA DIANA	Land	48,960	
Assessee:	SURUY ROBERTA	Structure	176,460	
Assessee:	SHRUSBREE EUGENE	Full Value	225,420	
Assessee:	GUZMAN MARGARITA	Total Net	225,420	
Mail Address:	20815 HANSEN AVE NUEVO CA 92567			
Real Property Use Code:	R1	View Parcel Map		
Base Year	2012			
Conveyance Number:	0107485			
Conveyance (mm/yy):	3/2011			
PUI:	R010012			
TRA:	83-044			
Taxability Code:	0-00			
ID Data:	Lot 4 PM 040/006 PM 9569			
Situs Address:	20815 HANSEN AVE NUEVO CA 92567			

RIVERSIDE COUNTY GIS



Selected parcel(s):
426-210-060

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

426-210-060-5

OWNER NAME / ADDRESS

DIANA RIVERA
ROBERTA SURUY
EUGENE SHRUSBREE
MARGARITA GUZMAN
ET AL
20815 HANSEN AVE
NUEVO, CA. 92567

MAILING ADDRESS

C/O ANGEL HARO
(SEE SITUS)

LEGAL DESCRIPTION

RECORDED BOOK/PAGE: PM 40/6
SUBDIVISION NAME: PM 9569
LOT/PARCEL: 4, BLOCK: NOT AVAILABLE
TRACT NUMBER: NOT AVAILABLE

LOT SIZE

RECORDED LOT SIZE IS 0.54 ACRES

PROPERTY CHARACTERISTICS

WOOD FRAME, 2436 SQFT., 3 BDRM/ 2.5 BATH, 1 STORY, ATTACHED GARAGE(679 SQ. FT), CONST'D 2006TILE, ROOF, CENTRAL HEATING,
CENTRAL COOLING

THOMAS BROS. MAPS PAGE/GRID

PAGE: 779 GRID: B5

CITY BOUNDARY/SPHERE

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

MARCH JOINT POWERS AUTHORITY

NOT IN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY

INDIAN TRIBAL LAND

NOT IN A TRIBAL LAND

SUPERVISORIAL DISTRICT 2011 (ORD. 813)

MARION ASHLEY, DISTRICT 5

SUPERVISORIAL DISTRICT (2001 BOUNDARIES)

MARION ASHLEY, DISTRICT 5

TOWNSHIP/RANGE

T4SR2W SEC 17

ELEVATION RANGE

1540/1540 FEET

PREVIOUS APN

426-210-013

PLANNING

LAND USE DESIGNATIONS

RC-LDR

SANTA ROSA ESCARPMENT BOUNDARY

NOT IN THE SANTA ROSA ESCARPMENT BOUNDARY

AREA PLAN (RCIP)

LAKEVIEW / NUEVO

COMMUNITY ADVISORY COUNCILS

NUVIEW/ROMOLAND (MAC)

GENERAL PLAN POLICY OVERLAYS

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

GENERAL PLAN POLICY AREAS

NONE

ZONING CLASSIFICATIONS (ORD. 348)

R-A (CZ 5696)

ZONING DISTRICTS AND ZONING AREAS

LAKEVIEW AREA

ZONING OVERLAYS

NOT IN A ZONING OVERLAY

NOT IN AN HISTORIC PRESERVATION DISTRICT

SPECIFIC PLANS

NOT WITHIN A SPECIFIC PLAN

AGRICULTURAL PRESERVE

NOT IN AN AGRICULTURAL PRESERVE

REDEVELOPMENT AREAS

PROJECT AREA NAME: I-215 CORRIDOR

SUBAREA NAME: LAKEVIEW/NUEVO

AMENDMENT NUMBER: 1

ADOPTION DATE: APR. 25, 2006

ACREAGE: 2498 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)

AGRICULTURAL LAND

FIRE

HIGH FIRE AREA (ORD. 787)

NOT IN A HIGH FIRE AREA

FIRE RESPONSIBILITY AREA

NOT IN A FIRE RESPONSIBILITY AREA

DEVELOPMENT FEES

CVMSHCP FEE AREA (ORD. 875)

NOT WITHIN THE COACHELLA VALLEY MSHCP FEE AREA

WRMSHCP FEE AREA (ORD. 810)

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

ROAD & BRIDGE DISTRICT

NOT IN A DISTRICT

EASTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 673)

NOT WITHIN THE EASTERN TUMF FEE AREA

WESTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 824)

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

DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)

LAKEVIEW/NUEVO

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

IN OR PARTIALLY WITHIN AN SKR FEE AREA. SEE MAP FOR MORE INFORMATION.

DEVELOPMENT AGREEMENTS
NOT IN A DEVELOPMENT AGREEMENT AREA

TRANSPORTATION

CIRCULATION ELEMENT ULTIMATE RIGHT-OF-WAY
IN OR PARTIALLY WITHIN A CIRCULATION ELEMENT RIGHT-OF-WAY. SEE MAP FOR MORE INFORMATION. CONTACT THE TRANSPORTATION DEPT. PERMITS SECTION AT (951) 955-6790 FOR INFORMATION REGARDING THIS PARCEL IF IT IS IN AN UNINCORPORATED AREA.

ROAD BOOK PAGE
96

TRANSPORTATION AGREEMENTS
NOT IN A TRANSPORTATION AGREEMENT

CETAP (COMMUNITY AND ENVIRONMENTAL TRANSPORTATION ACCEPTABILITY PROCESS) CORRIDORS
NOT IN A CETAP CORRIDOR.

HYDROLOGY

FLOOD PLAIN REVIEW
NOT REQUIRED

WATER DISTRICT
EMWD

FLOOD CONTROL DISTRICT
RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

WATERSHED
SAN JACINTO VALLEY

GEOLOGIC

FAULT ZONE
NOT IN A FAULT ZONE

FAULTS
NOT WITHIN A 1/2 MILE OF A FAULT

LIQUEFACTION POTENTIAL
LOW

SUBSIDENCE
SUSCEPTIBLE

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

MISCELLANEOUS

SCHOOL DISTRICT
NUVIEW UNION & PERRIS UNION HIGH

COMMUNITIES
LAKEVIEW

COUNTY SERVICE AREA
IN OR PARTIALLY WITHIN
LAKEVIEW/NUOVO/ROMOLAND/HOMELAND #146 -
STREET LIGHTING
LIBRARY

LIGHTING (ORD. 655)
ZONE B, 35.03 MILES FROM MT. PALOMAR OBSERVATORY

042744

FARMLAND
OTHER LANDS**TAX RATE AREAS**

083044

- COUNTY FREE LIBRARY
- COUNTY STRUCTURE FIRE PROTECTION
- COUNTY WASTE RESOURCE MGMT DIST
- CSA 146
- CSA 152
- EASTERN MUNICIPAL WATER
- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZONE 4
- GENERAL
- GENERAL PURPOSE
- Lakeview/Nuevo I-215 AMDIA
- METRO WATER EAST 1301999
- MT SAN JACINTO JUNIOR COLLEGE
- NUVIEW SCHOOL
- PERRIS AREA ELEM SCHOOL FUND
- PERRIS JR HIGH AREA FUND
- PERRIS UNION HIGH SCHOOL
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- SAN JACINTO BASIN RESOURCE CONS
- VALLEY HEALTH SYSTEM HOSP DIST

SPECIAL NOTES

NO SPECIAL NOTES

CODE COMPLAINTS

Case #	Description	Start Date
CV1205227	ABATEMENT	Sep. 17, 2012
CV1303857	ABATEMENT	Sep. 25, 2013
CV1303858	VEHICLE ABATEMENT	Sep. 25, 2013

BUILDING PERMITS

Case #	Description	Status
BRS055858	2439SF SFR WATTACHED GARAGE 453SF	FINAL

ENVIRONMENTAL HEALTH PERMITS

Case #	Description	Status
EHS054218	PLAN REVIEW	APPLIED
EHS055556	SEPTIC VERIFICATION	APPLIED

PLANNING PERMITS

Case #	Description	Status
MT061804	PM 9569 LOT 4	PAID
MT061805	PM 9569 LOT 4	PAID
MT061806	PM 9569 LOT 4	PAID

REPORT PRINTED ON...Tue Jan 28 08:13:39 2014
Version 131127

EXHIBIT “C”



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

Updated Lot Book

Customer:
 RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT

Order Number: **30506**

4080 Lemon Street
 Riverside CA 92501

Order Date: 12/6/2013

Dated as of: 12/6/2013

County Name: Riverside

Attn: Brent Steele
Reference: CV12-05227/Regina Keyes
IN RE: RIVERA, DIANA

FEE(s):
Report: \$60.00

Property Address: 20815 Hansen Ave.
 Nuevo CA 92567

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. : 426-210-060-5

Assessments:	Land Value:	\$48,960.00
	Improvement Value:	\$176,460.00
	Exemption Value:	\$0.00
	Total Value:	\$225,420.00

Property Taxes for the Fiscal Year	2013-2014
First Installment	\$1,416.93
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 12/10/2013)
Second Installment	\$1,416.93
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2014)

NO OTHER EXCEPTIONS



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

Lot Book Report

Order Number: **29018**

Customer:

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

Order Date: 6/19/2013
Dated as of: 6/11/2013
County Name: Riverside

Attn: Brent Steele
Reference: CV12-05227/Officer Padilla
IN RE: RIVERA, DIANA

FEE(s):
Report: \$120.00

Property Address: 20815 Hansen Ave.
Nuevo CA 92567

Assessor's Parcel No. : 426-210-060-5

Assessments:

Land Value:	\$48,960.00
Improvement Value:	\$176,460.00
Exemption Value:	\$0.00
Total Value:	\$225,420.00

Tax Information

Property Taxes for the Fiscal Year	2012-2013
Total Annual Tax	\$2,451.34
Status: Paid through	06/30/2013

Property Vesting

The last recorded document(s) transferring title of said property

Document Type	Grant Deed
Dated	03/29/2006



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

Order Number: 29018

Reference: CV12-05227/Offic

Recorded	04/14/2006
Document No.	2006-0269595
D.T.T.	\$632.50
Grantor	Toro Investments, Inc., a California Corporation
Grantee	Angel Haro, a single man
Document Type	Grant Deed
Dated	09/05/2010
Recorded	01/11/2011
Document No.	2011-0013808
D.T.T.	\$0.00
Grantor	Angel Haro
Grantee	Margarita Guzman
Document Type	Grant Deed
Dated	12/15/2010
Recorded	03/09/2011
Document No.	2011-0107485
D.T.T	None Shown
Grantor	Angel Haro
Grantee	Panlita Mutukun
Property Now Vested as	Angel Haro, a single man; Margarita Guzman; and Panlita Mutukun

Deeds of Trust

Position No.	1st
A Deed of Trust Dated	05/15/1984
Recorded	06/20/1984
Document No.	131483
Amount	\$10,000.00
Trustor	Rae Ann Theobold, an unmarried woman
Trustee	Shoshone Service Corporation, a California Corporation
Beneficiary	John F. Meyer and Rebecca C. Meyer, husband and wife as joint tenants



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Tel # (562) 325-8351
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Order Number: 29018

Reference: CV12-05227/Offic

Position No.	2nd
A Deed of Trust Dated	04/06/2006
Recorded	04/14/2006
Document No.	2006-0269596
Amount	\$460,000.00
Trustor	Angel Haro, a single man
Trustee	F.C.I., a California Corporation
Beneficiary	Mortgage Electronic Registration Systems, Inc., acting as a nominee for People's Choice Home Loan, Inc., a Wyoming Corporation
Substitution of Trustee Recorded	02/16/2010
Document No.	2010-0068208
Trustee	UTLS Default Services, LLC
Assignment Dated	08/16/2010
Recorded	08/25/2010
Document No.	2010-0406538
Assigned to	HSBC Bank Usa, National Association, as Trustee for The Benefit of People's Financial Realty Mortgage Securities Trust, Series 2006-1
Assignment Dated	12/14/2011
Recorded	12/23/2011
Document No.	2011-0568219
Assigned to	HSBC Bank Usa, National Association, as Trustee for the Benefit of People's Financial Realty Mortgage Securities Trust, Series 2006-1 Mortgage Pass-Through Certificates, Series 2006-1
Notice of Default Recorded	09/19/2012
Document No.	2012-0447017
Position No.	3rd
A Deed of Trust Dated	04/06/2006
Recorded	04/14/2006
Document No.	2006-0269597
Amount	\$115,000.00



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Fax # (714) 783-3038

Order Number: 29018

Reference: CV12-05227/Offic

Trustor	Angel Haro, a single man
Trustee	F.C.I., a California Corporation
Beneficiary	Mortgage Electronic Registration Systems, Inc., acting as a nominee for People's Choice Home Loan, Inc.

Additional Information

A Notice of Administrative Proceedings by the

City of	Nuevo
County of	Riverside
Recorded	01/16/2013
Document No.	2013-0024686

Abstract of Judgment Filed in the

Case No.	Superior Court of California, County of Riverside HEM953021
Recorded	08/18/2003
Document No.	2003-631047
Amount	\$612.00
Debtor	Diane Elizabeth Rivera
Creditor	Superior Court of California, County of Riverside

Abstract of Judgment Filed in the

Case No.	Superior Court of California, County of Riverside - Indio Limited Civil INC027258
Recorded	03/17/2004
Document No.	2004-0187616
Amount	\$4,945.38
Debtor	Raymond Guzman, et al
Creditor	Beneficial California Inc.

Abstract of Judgment Filed in the

Case No.	Superior Court of California, County of Riverside - Hemet Dept. HEC023700
Recorded	10/18/2007
Document No.	2007-0645730
Amount	\$2,683.76



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

Order Number: 29018

Reference: CV12-05227/Offic

Debtor	Julio Guzman aka Julio Guzman Jr. aka Margaret Guzman
Creditor	LVNV Funding LLC

Abstract of Judgment Filed in the	Superior Court of California, County of Riverside - Hemet/San Jacinto Courthouse
Case No.	HEC025109
Recorded	07/31/2008
Document No.	2008-0418687
Amount	\$7,755.00
Debtor	Margaret A. Guzman
Creditor	Velocity Investments LLC

Abstract of Support Judgment Filed in the	Superior Court of California, County of Stanislaus
Case No.	462908
Recorded	12/03/2012
Document No.	2012-0585397
Debtor	Angel Manuel Haro
Creditor	County of Stanislaus Department of Child Support Services

A Bankruptcy filed by	Margaret Guzman
Social Security Number(s)	None Shown
Date filed	05/23/2007
Case No.	12834

A Bankruptcy filed by	Margarita Guzman
Social Security Number(s)	None Shown
Date filed	06/03/2010
Case No.	27210

A Bankruptcy filed by	Margarita Guzman
Social Security Number(s)	None Shown
Date filed	01/05/2011
Case No.	10342

A Bankruptcy filed by	Margarita Guzman
-----------------------	------------------



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

Order Number: 29018

Reference: CV12-05227/Offic

Social Security Number(s)	None Shown
Date filed	02/07/2011
Case No.	13963
A Bankruptcy filed by	Genoveva Estrada
Social Security Number(s)	None Shown
Date filed	09/11/2009
Case No.	31410
A Bankruptcy filed by	Genoveva Estrada
Social Security Number(s)	None Shown
Date filed	12/04/2009
Case No.	39366
A Bankruptcy filed by	Roberta Suruy
Social Security Number(s)	None Shown
Date filed	04/14/2010
Case No.	21044
A Bankruptcy filed in the	United States Bankruptcy Court - Central District of California
By	Eugene Shrosbree
Social Security Number(s)	None Shown
Date filed	06/02/2010
Case No.	6:10-BK-18778-EC
Recorded	06/09/2010
Document No.	2010-0265806
A Bankruptcy filed in the	United States Bankruptcy Court - Central District of California
By	Diane Rivera
Social Security Number(s)	None Shown
Date filed	10/27/2010
Case No.	6:10-bk-30215-EC
Recorded	11/24/2010
Document No.	2010-0565533



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

Order Number: 29018

Reference: CV12-05227/Offic

Legal Description

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

PARCEL 4 OF PARCEL MAPS, 9569, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 40 PAGE 6 OF PARCEL MAPS, RECORDS FROM THE COUNTY RECORDER OF SAID COUNTY.

Return Address:
Angel Haro
20815 Hansen Ave.
Nuevo CA 92567

DOC # 2011-0013808
01/11/2011 10:33A Fee:25.00
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
Ditto					T:	CTY	UNI	cut	

GRANT DEED

26
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THIS GRANT DEED, Executed this 5th day of September, 2010
by first party, Grantor(s), **Angel Haro**
whose post office address is **20815 Hansen Ave. Nuevo CA 92567**
to second party, Grantee, **Margarita Guzman**
whose post office address is **20815 Hansen Ave. Nuevo CA 92567**

WITNESSETH, That the said first party/Grantor, for a valuable consideration, receipt of which is hereby acknowledged, do hereby remise, release and grants unto the said second party/Grantee, 5% of the right, title, interest and claim which the said first party/Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of RIVERSIDE, State of CALIFORNIA, to wit:

LEGAL DESCRIPTION: Parcel 4 of parcel maps 9569 in the Count of Riverside, State of California, as shown by map on file in Book 40 Page 6 of Parcel Maps, Records of Riverside County.

Property Address: 20815 Hansen Ave. Nuevo CA 92567
APN # 426-210-060-5

Grantor(s) **Angel Haro**

State of California

County of Riverside

On September 5, 2010 before me, Filiverto Gomez, Notary Public

personally appeared Angel Haro, 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/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.

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

WITNESS my hand and official seal.

(SIGNATURE OF NOTARY) (SEAL)



Public Record

Return Address:
Angel Haro
20815 Hansen Ave.
Nuevo CA 92567

DOC # 2011-0107485
03/09/2011 09:28A Fee:25.00
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry M. Ward
Assessor, County Clerk & Recorder

C
602
23



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			1						3
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM 602
						T:	CTY	UNI	

GRANT DEED

THIS GRANT DEED, Executed this 15th day of December, 2010
by first party, Grantor(s), **Angel Haro**
whose post office address is **20815 Hansen Ave. Nuevo CA 92567**
to second party, Grantee, **Paulita Mutukun**
whose post office address is **20815 Hansen Ave. Nuevo CA 92567**

WITNESSETH, That the said first party/Grantor, for a valuable consideration, receipt of which is hereby acknowledged, do hereby remise, release and grants unto the said second party/Grantee, 5% of the right, title, interest and claim which the said first party/Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of RIVERSIDE, State of CALIFORNIA, to wit:

LEGAL DESCRIPTION: Parcel 4 of parcel maps 9569 in the Count of Riverside, State of California, as shown by map on file in Book 40 Page 6 of Parcel Maps, Records of Riverside County.

Property Address: 20815 Hansen Ave. Nuevo CA 92567
APN # 426-210-060-5

Grantor(s) **Angel Haro**

State of California

County of Riverside

On December 15, 2010 before me, Filiverto Gomez, Notary Public

personally appeared Angel Haro, 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 signatures) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(SIGNATURE OF NOTARY) (SEAL)




RECORDING REQUESTED BY:
Equity Title Company

Escrow No. 41259-MG
Title Order No.

When Recorded Mail Document
and Tax Statement To:
Angel Haro
20815 Hanson Avenue
Nuevo, CA 92567

DOC # 2006-0269595
04/14/2006 08:00A Fee:17.00
Page 1 of 1 Doc T Tax Paid
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

Assessor, County Clerk & Recorder										MISC.
										
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	/	/				/		/		
A	R	L				COPY	LONG	REFUND	NCHG	EXAM

650459

APN: 426-210-060-5
TRA:083 Grant Deed

The undersigned grantor(s) declare(s)
Documentary transfer tax is \$ 632.50

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

T
AC
(17)

426-210-060-5
083-0

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Toro Investments, Inc., a California Corporation

hereby GRANT(S) to Angel Haro, a single man

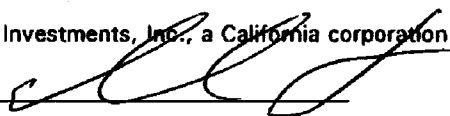
the following described real property in the City of Nuevo
County of Riverside, State of California:

Parcel 4 of Parcel Maps/⁹⁵⁶⁹in the County of Riverside, State of California, as shown by map on file in Book 40 Page 6
of Parcel Maps, Records of Riverside County.

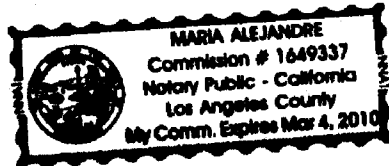
Property Address: 20815 Hanson Avenue, Nuevo, CA 92567

DATED: March 29, 2006

STATE OF CALIFORNIA
COUNTY OF Los Angeles
ON 3-29-06 before me,
Maria Alejandre notary public personally appeared
Eduardo Toro

Toro Investments, Inc., a California corporation
By: 
Eduardo Toro

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 Maria Alejandre

MAIL TAX STATEMENTS AS DIRECTED ABOVE

FD-213 (Rev 9/94) GRANT DEED

Public Record

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and address): TEL NO.:
 Recording requested by and return to: 800-364-9919
 ESKANOS & ADLER, PC. SB 37452/83936
 IRWIN J. ESKANOS/DONALD R. STEBBINS
 JEFF DANIEL/JEROME M. YALON 201253/84204
 2325 CLAYTON ROAD, CONCORD, CA 94520
 File No. 937927-3 DESK 017
 ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
 STREET ADDRESS: 46200 OASIS STREET
 MAILING ADDRESS:
 CITY AND ZIP CODE: INDIO CA 92201
 BRANCH NAME: INDIO LIMITED CIVIL

PLAINTIFF: BENEFICIAL CALIFORNIA INC
 DEFENDANT: RAYMOND GUZMAN, et al.,

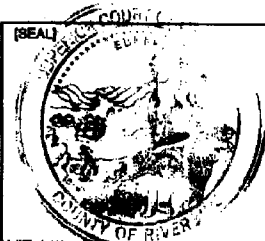
ABSTRACT OF JUDGMENT Amended CASE NUMBER: INC027258

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:
 a. Judgment debtor's
 Name and last known address
 RAYMOND GUZMAN
 9705 CAMINO CAPISTRANO
 DESERT HOT SPRINGS CA 92240
 b. Driver's license No. and state:
 c. Social security No.: 553171815
 d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): RAYMOND GUZMAN
 9705 CAMINO CAPISTRANO
 DESERT HOT SPRINGS CA 92240
 e. Original abstract recorded in this county:
 (1) Date:
 (2) Instrument No.:
 f. Information on additional judgment debtors is shown on page two.

FOR COURT USE ONLY

Date: 02/04/04 IRWIN J. ESKANOS/JEFF DANIEL, DONALD R. STEBBINS/JEROME M. YALON, JR.
 (TYPE OR PRINT NAME) (SIGNATURE OF APPLICANT OR ATTORNEY)

2. a. I certify that the following is a true and correct abstract of the judgment entered in this action.
 b. A certified copy of the judgment is attached.
 3. Judgment creditor (name and address): BENEFICIAL CALIFORNIA INC
 c/o 2325 Clayton Road, Concord, Ca 94520
 4. Judgment debtor (full name as it appears in judgment): RAYMOND GUZMAN MARGARET GUZMAN
 5. a. Judgment entered on (date): 01/16/04
 b. Renewal entered on (date):
 6. Total amount of judgment as entered or last renewed: \$ 4,945.98
 7. An execution lien attachment lien is endorsed on the judgment as follows:
 a. Amount: \$
 b. In favor of (name and address):



This abstract issued on (date):
FEB 23 2004

8. A stay of enforcement has
 a. not been ordered by the court.
 b. been ordered by the court effective until (date):
 9. This judgment is an installment judgment.
 Clerk, by _____, Deputy

PLAINTIFF: BENEFICIAL CALIFORNIA INC	CASE NUMBER: INC027258
DEFENDANT: RAYMOND GUZMAN	

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS

10. Name and last known address **500**
 MARGARET GUZMAN
 9705 CAMINO CAPISTRANO
 DESERT HOT SPRINGS CA 92240

Driver's license No. & state: Unknown
 Social security No.: 612169715 Unknown
 Summons was personally served at or mailed to (address):

9705 CAMINO CAPISTRANO
 DESERT HOT SPRINGS CA 92240

NOTIFICATION MAILED
 USA POSTAL SERVICE

14. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

11. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

15. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

12. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

16. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

13. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

17. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

18. Continued on Attachment 18.

file #:937927-3

DOC # 2007-0645730

10/18/2007 08:00A Fee:18.00

Page 1 of 3

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:
Eskanos & Adler,, P.C.
2325 Clayton Road
Concord, Ca. 94520

M	S	S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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M	A		L		465	426	PCOR	NCOR	SMF	NCHG	EXAM
NOTICE SENT											061
A	R										

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18

TRA:
DTT:

Abstract of Judgment

M
061

Title of Document

THIS AREA FOR
RECORDER'S
USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3:00 Additional Recording Fee Applies)

ACR 238P-AS4RE0 (Rev. 02/2003)

Public Record

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number):
Reporting requested by and return to: 800-364-9919

ESKANOS & ADLER, PC.
DONALD R. STEBBINS/JANET L. BROWN 83936/208602
KURTISS A. JACOBS/JEROME M. YALON 218950/84204
2325 CLAYTON ROAD, CONCORD, CA 94520
File No. 068324-5 DESK:001

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

STREET ADDRESS: 880 N. STATE ST.

MAILING ADDRESS:

CITY AND ZIP CODE: HEMET CA 92543

BRANCH NAME: HEMET DEPT.

FOR RECORDER'S USE ONLY

PLAINTIFF: LVNV FUNDING LLC

CASE NUMBER:

DEFENDANT: JULIO GUZMAN, et al.,

HEC023700

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS Amended

FOR COURT USE ONLY

1 The judgment creditor assignee of record applies for an abstract of judgment and represents the following:
a. Judgment debtor's

Name and last known address

JULIO GUZMAN
AKA JULIO GUZMAN JR.
AKA MARGARET GUZMAN;
3592 MORRO HILL RD
HEMET CA 92545

b. Driver's license No. and state:

Unknown

c. Social security No.: 050627949

Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): JULIO GUZMAN AKA JULIO GUZMAN JRAKA MARGARET GUZMAN;
3592 MORRO HILL RD
HEMET CA 92545

2. Information on additional judgment debtors is shown on page 2.

4. Information on additional judgment creditors is shown on page 2.

3. Judgment creditor (name and address):
LVNV FUNDING LLC

5. Original abstract recorded in this county:

a. Date:

b. Instrument No.:

c/o 2325 Clayton Road, Concord, Ca 94520

Date:

06/29/07 DONALD R. STEBBINS/JANET L. BROWN
KURTISS A. JACOBS/JEROME M. YALON, JR.

(TYPE OR PRINT NAME)

SIGNATURE OF APPLICANT OR ATTORNEY

6. Total amount of judgment as entered or last renewed:
\$ 2,683.76

10. An execution lien attachment lien is endorsed on the judgment as follows:

7. All judgment creditors and debtors are listed on this abstract.

a. Amount: \$

8. a. Judgment entered on (date): 06/05/07

b. In favor of (name and address):

b. Renewal entered on (date):

9. This judgment is an installment judgment.

11. A stay of enforcement has

a. not been ordered by the court

b. been ordered by the court effective until (date):

12. a. I certify that this is a true and correct abstract of the judgment entered in this action.

b. A certified copy of the judgment is attached.



This abstract issued on (date):

JUL 18 2007

Clerk, by [Signature], Deputy

Form Adopted for Mandatory Use
Judicial Council of California
EJ-001 (Rev. January 1, 2006)

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS

American LegalNet, Inc.
www.USCourtForms.com

Page 1 of 2
Code of Civil Procedure, §§ 498.480,
874, 700.199



file #:068324-5

form=ex1|&F|?

Public Record

PLAINTIFF:	CASE NUMBER:
DEFENDANT:	

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (*name and address*):

14. Judgment creditor (*name and address*):

15. Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address

Driver's license No. & state: Unknown

Social security No.: Unknown

Summons was personally served at or mailed to (*address*):

17. Name and last known address

Driver's license No. & state: Unknown

Social security No.: Unknown

Summons was personally served at or mailed to (*address*):

18. Name and last known address

Driver's license No. & state: Unknown

Social security No.: Unknown

Summons was personally served at or mailed to (*address*):

19. Name and last known address

Driver's license No. & state: Unknown

Social security No.: Unknown

Summons was personally served at or mailed to (*address*):

20. Name and last known address

Driver's license No. & state: Unknown

Social security No.: Unknown

Summons was personally served at or mailed to (*address*):

21. Name and last known address

Driver's license No. & state: Unknown

Social security No.: Unknown

Summons was personally served at or mailed to (*address*):

22. Continued on Attachment 22.

RECORDING REQUESTED BY
GOLDSMITH & HULL

WHEN RECORDED MAIL TO
NAME GOLDSMITH & HULL,
APC/07000368

MAILING 16000 Ventura Blvd, Suite 900
ADDRESS Encino, CA 91436

CITY, STATE
ZIP CODE

DOC # 2008-0418687
07/31/2008 08:00A Fee:20.00
Page 1 of 3
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			3						2
M	(A)	L	485	426	PCOR	NCOR	SMF	NCHG	EXAM
NOTICE SENT					T:	CTY	UNI	049	

TITLE(S)

W

ABSTRACT OF JUDGMENT

C
049

Legal
Solutions
& Plus LS-201

Public Record

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number):

Recording requested by and return to:

HOWARD D. MYERS, SBN 041811
GOLDSMITH & HULL, APC/07000368
16000 Ventura Blvd, Suite 900
Encino, CA 91436

(818) 990-6600

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

STREET ADDRESS: COUNTY OF RIVERSIDE

MAILING ADDRESS: 880 N. STATE STREET

CITY AND ZIP CODE: Hemet, CA 92343

BRANCH NAME: HEMET/SAN JACINTO COURTHOUSE

FOR RECORDER'S USE ONLY

PLAINTIFF: VELOCITY INVESTMENTS LLC

DEFENDANT: MARGARET A. GUZMAN

CASE NUMBER:

HEC025109

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS Amended

FOR COURT USE ONLY

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address

MARGARET A. GUZMAN
3592 MORRO HILL RD
HEMET, CA 92545

b. Driver's license no. [last 4 digits] and state:

Unknown

c. Social security no. [last 4 digits]: 7440

Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): MARGARET A. GUZMAN

3592 MORRO HILL RD
HEMET, CA 92545

2. Information on additional judgment debtors is shown on page 2.

4. Information on additional judgment creditors is shown on page 2.

3. Judgment creditor (name and address):

VELOCITY INVESTMENTS LLC C/O GOLDSMITH & HULL
16000 VENTURA BLVD. 900 ENCINO, CA 91436

5. Original abstract recorded in this county:

a. Date:

b. Instrument No.:

Date: 4/15/2008

HOWARD D. MYERS

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
\$ 7,755.00

10. An execution lien attachment lien is endorsed on the judgment as follows:

a. Amount: \$

b. In favor of (name and address):

7. All judgment creditors and debtors are listed on this abstract.

8. a. Judgment entered on (date): 09/10/2007

b. Renewal entered on (date):

9. This judgment is an installment judgment.

11. A stay of enforcement has

a. not been ordered by the court.

b. been ordered by the court effective until (date):

12. a. I certify that this is a true and correct abstract of the judgment entered in this action.

b. A certified copy of the judgment is attached. M. THOMAS
Clerk, by M. Thomas Deputy

(SEAL)



This abstract issued on (date):

JUN 18 2008

PLAINTIFF: VELOCITY INVESTMENTS LLC	CASE NUMBER:
DEFENDANT: MARGARET A. GUZMAN	HEC025109

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (*name and address*):

14. Judgment creditor (*name and address*):

15. Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address

17. Name and last known address

[]

[]

[]

[]

Driver's license no. [last 4 digits] and state: Unknown
 Social security no. [last 4 digits]: Unknown
 Summons was personally served at or mailed to (*address*):

Driver's license no. [last 4 digits] and state: Unknown
 Social security no. [last 4 digits]: Unknown
 Summons was personally served at or mailed to (*address*):

18. Name and last known address

19. Name and last known address

[]

[]

[]

[]

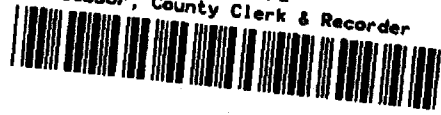
Driver's license no. [last 4 digits] and state: Unknown
 Social security no. [last 4 digits]: Unknown
 Summons was personally served at or mailed to (*address*):

Driver's license no. [last 4 digits] and state: Unknown
 Social security no. [last 4 digits]: Unknown
 Summons was personally served at or mailed to (*address*):

20. Continued on Attachment 20.

DOC # 2012-0585397
12/03/2012 04:11P Fee:NC

Page 1 of 2
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



RECORDING REQUESTED BY

STANISLAUS COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES



COUNTY CODE: 0609900

WHEN RECORDED MAIL TO

STANISLAUS COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES

PO BOX 4189

MODESTO CA 95352-4189

DOCUMENT TITLE

NOTICE OF SUPPORT JUDGMENT

NOTICE OF SUPPORT JUDGMENT
DCSS 0239 (12/15/10)

ABSTRACT OF SUPPORT JUDGMENT
(Code of Civil Procedure, §§874, 887.320, 700.198, Family Code § 4506)

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

Page 1 of 2
INTERSTATE

Public Record

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and address): <input checked="" type="checkbox"/> Recording requested by and return to: MARISSA DE ALMEIDA, CHIEF ATTORNEY STANISLAUS COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES 251 E HACKETT RD MODESTO CA 95358-9800</p> <p>TELEPHONE NO.: (888) 901-3212 200000000829453</p> <p><input type="checkbox"/> ATTORNEY FOR <input checked="" type="checkbox"/> JUDGMENT CREDITOR <input type="checkbox"/> ASSIGNEE OF RECORD</p>	<p>FOR RECORDER'S USE ONLY</p>
<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF STANISLAUS</p> <p>STREET ADDRESS: 801 11TH ST MAILING ADDRESS: PO BOX 1098 CITY AND ZIP CODE: MODESTO 95353-1098 BRANCH NAME: SUPERIOR COURT OF CALIFORNIA, COUNTY OF STANISLAUS</p>	
<p>PETITIONER/PLAINTIFF: COUNTY OF STANISLAUS RESPONDENT/DEFENDANT: ANGEL MANUEL HARO</p>	
<p style="text-align: center;">ABSTRACT OF SUPPORT JUDGMENT</p>	

1. The judgment creditor assignee of record applies for an abstract of a support judgment and represents the following:

a. Judgment debtor's

name and last known address	ANGEL MANUEL HARO 30335 TERRAIN ST MURRIETA CA 92563-1820
b. Driver's license no. and state:	B6339187 CALIFORNIA <input type="checkbox"/> Unknown
c. Social security number: XXX-XX-4630 (provide only last four digits)	<input type="checkbox"/> Unknown
d. Birth date:	03/19/1979 <input type="checkbox"/> Unknown

FOR COURT USE ONLY

CASE NUMBER: 462908

This document is a notice under Family Code Section 4506.
Court stamp not required.

Any electronic signature affixed below has been officially adopted by the requesting governmental agency.

Date: 11/05/2012

MARISSA DE ALMEIDA
 (TYPE OR PRINT NAME)

M. de Almeida
 (SIGNATURE OF APPLICANT OR ATTORNEY)

2. I CERTIFY that the judgment entered in this action contains an order for payment of spousal, family, or child support.
3. Judgment creditor (name): County of STANISLAUS
 Department of Child Support Services
 whose address appears on this form above the court's name.
4. The support is ordered to be paid to the following county officer (name and address):
 STANISLAUS
 PO BOX 989067
 WEST SACRAMENTO CA 95798-9067

5. Judgment debtor (full name as it appears in judgment): ANGEL MANUEL HARO
6. a. A judgment was entered on (date): 10/19/2012
 b. Renewal was entered on (date):
 c. Renewal was entered on (date):
7. An execution lien is endorsed on the judgment as follows:
 a. Amount: \$
 b. In favor of (name and address):
8. A stay of enforcement has
 a. not been ordered by the court.
 b. been ordered by the court effective until (date):
9. This is an installment judgment.

[Seal]

This document is a notice under Family Code Section 4506.
No court seal required.

This abstract issued on (date): No date required under FC § 4506

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

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

Name TIMOTHY J. SILVERMAN, ESQ.
Firm SOLOMON, GRINDLE, et al.
Address 12651 High Bluff Dr., Ste. 300
San Diego CA 92130
Phone (858) 793-8500
Fax (858) 793-8263

8115.4475

DOC # 2010-0265806
06/09/2010 08:00A Fee:30.00
Page 1 of 6
Recorded in Official Records
County of Riverside
Larry U. Ward
Assessor, County Clerk & Recorder



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ORDER GRANTING MOTION FOR RELIEF FROM AUTOMATIC STAY
AS TO REAL PROPERTY LOCATED AT

20815 HANSEN AVENUE
NUEVO, CALIFORNIA 92567

(Please fill in document title(s) on this line)

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional Recording Fee Applies)

UNITED STATES BANKRUPTCY COURT
Central District of California



I hereby attest and certify that on 6/9/10 the
attached reproduction(s), containing 4 pages, is a
full, true and correct copy of the complete document entitled:
Order Granting Motion for Relief from
the Automatic Stay in Re: Shrosbree
Case No. 6:10-bk-18778-EC

which includes: Exhibits Attachments

on file in my office and in my legal custody at the marked location:

300 North Los Angeles Street
Los Angeles, CA 90012

3420 Twelfth Street, Suite 125
Riverside, CA 92501-3819

411 West 4th Street, Suite 2074
Santa Ana, CA 92701-4593

1415 State Street
Santa Barbara, CA 93101-2511

21041 Burbank Boulevard
Woodland Hills, CA 91367

Kathleen J. Campbell, Clerk of Court

By: _____

Deputy Clerk

**THIS CERTIFICATION IS VALID ONLY WITH THE
UNITED STATES BANKRUPTCY COURT SEAL.**

<p>Attorney or Party Name, Address, Telephone & Fax Numbers, and California State Bar Number Timothy J. Silverman, Esq. [SBN. 145264] Solomon, Grindle, Silverman & Wintringer, APC 12651 High Bluff Drive, Suite 300 San Diego, CA 92130 Tel: [858] 793-8500 Fax: [858] 793-8263</p> <p><input type="checkbox"/> Individual appearing without counsel <input checked="" type="checkbox"/> Attorney for Movant</p> <p style="text-align: right;">8115.4475</p>	<p>FOR COURT USE ONLY</p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> <p>FILED & ENTERED</p> <p>JUN 02 2010</p> <p>CLERK U.S. BANKRUPTCY COURT Central District of California BY gooch DEPUTY CLERK</p> </div>
<p>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA</p>	<p>CHANGES MADE BY COURT</p>
<p>In re:</p> <p>EUGENE SHROSBREE,</p> <p style="text-align: right;">Debtor(s).</p>	<p>CHAPTER: 7</p> <p>CASE NO.: 6:10-BK-18778-EC</p> <p>DATE: May 18, 2010 TIME: 1:30 p.m. CTRM: 225 FLOOR: 2nd</p>

**ORDER GRANTING MOTION FOR RELIEF FROM THE AUTOMATIC STAY
 UNDER 11 U.S.C. § 362 (Real Property)
 (MOVANT: LITTON LOAN SERVICING, L.P. duly authorized servicing agent for PEOPLE'S
 CHOICE HOME LOAN, INC. its successors and/or assigns)**

1. The Motion was: Contested Uncontested Settled by Stipulation

2. The Motion affects the following real property ("Property"):

Street Address: 20815 Hansen Avenue
 Apartment/Suite No.:
 City, State, Zip Code: Nuevo, California 92567

Legal description or document recording number (including county of recording):

PARCEL 4 OF PARCEL MAPS, 9569, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS SHOWN BY MAP ON FILE IN BOOK 40, PAGE 6 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

See page 3 herein

3. The Motion is granted under: 11 U.S.C. § 362(d)(1) 11 U.S.C. § 362(d)(2) 11 U.S.C. § 362(d)(3)
 11 U.S.C. § 362(d)(4)

4. As to Movant, its successors, transferees and assigns ("Movant"), the stay of 11 U.S.C. § 362(a) is:
 - a. Terminated as to Debtor(s) and Debtor's(s') bankruptcy estate.
 - b. Annulled retroactively to the date of the bankruptcy petition filing.
 - c. Modified or conditioned as set forth in Exhibit _____ to this Order.

5. Movant may enforce its remedies to foreclose upon and obtain possession of the Property in accordance with applicable non-bankruptcy law, but may not pursue any deficiency claim against the Debtor(s) or property of the estate except by filing a Proof of Claim pursuant to 11 U.S.C. § 501.

(Continued on next page)

This form is mandatory by Order of the United States Bankruptcy Court for the Central District of California.

December 2009

F 4001-10.RP

Public Record

F 4001-10.RP

Order on Motion for Relief from Stay (Real Property) – Page 2 of 4

In re: EUGENE SHROSBREE, Debtor(s).	CHAPTER: 7 CASE NUMBER: 6:10-BK-18778-EC
-----------------------------------------------	-------------------------------------------------

6. Movant shall not conduct a foreclosure sale before the following date (specify):
7. The stay shall remain in effect subject to the terms and conditions set forth in the Adequate Protection Attachment to this Order.
8. In chapter 13 cases, the trustee shall not make any further payments on account of Movant's secured claim after entry of this Order. The secured portion of Movant's claim is deemed withdrawn upon entry of this Order without prejudice to Movant's right to file an amended unsecured claim for any deficiency. Absent a stipulation or order to the contrary, Movant shall return to the trustee any payments received from the trustee on account of Movant's secured claim after entry of this Order.
9. The filing of the petition was part of a scheme to delay, hinder and defraud creditors that involved either:
- transfer of all or part ownership of, or other interest in, the Property without the consent of the secured creditor or court approval.
 - multiple bankruptcy filings affecting the Property.

If recorded in compliance with applicable state laws governing notices of interest or liens in the Property, this Order is binding and effective under 11 U.S.C. § 362(d)4(A) and (B) in any other bankruptcy case purporting to affect the Property filed not later than two (2) years after the date of entry of this Order, except that a debtor in a subsequent bankruptcy case may move for relief from this Order based upon changed circumstances or for good cause shown, after notice and a hearing. Any federal, state or local governmental unit that accepts notices of interests or liens in real property shall accept a certified copy of this Order for indexing and recording.

10. This Court further orders as follows:
- a. This Order shall be binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of the United States Code.
 - b. The 14-day stay provided by Bankruptcy Rule 4001(a)(3) is waived.
 - c. The provisions set forth in the Extraordinary Relief Attachment shall also apply (attach *Optional Form F 4001-10-ER*).
 - d. See attached continuation page for additional provisions.

###

DATED: June 2, 2010


United States Bankruptcy Judge

This form is mandatory by Order of the United States Bankruptcy Court for the Central District of California.

December 2009

F 4001-10.RP

Public Record

F 4001-10.RP

Order on Motion for Relief from Stay (Real Property) - Page 3 of 4

In re: EUGENE SHROSBREE, Debtor(s).	CHAPTER: 7 CASE NUMBER: 6:10-BK-18778-EC
-----------------------------------------------	-------------------------------------------------

NOTE: When using this form to indicate service of a proposed order, DO NOT list any person or entity in Category I. Proposed orders do not generate an NEF because only orders that have been entered are placed on the CM/ECF docket.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

12651 High Bluff Drive, Suite 300, San Diego, CA 92130

A true and correct copy of the foregoing document described Order Granting Motion for Relief from the Automatic Stay will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF") - Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On _____ I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

Service information continued on attached page

II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL (indicate method for each person or entity served):

On May 19, 2010 I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Chambers of the Honorable Ellen Carroll
United States Bankruptcy Court
3420 Twelfth Street, Room 125
Riverside, CA 92501-3819

Service information continued on attached page

III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on _____ I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

May 19, 2010
Date

Debbie Reinhardt Gomez
Type Name

/s/ Debbie Reinhardt Gomez
Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

December 2009

F 4001-10.RP

Public Record

F 4001-10.RP

Order on Motion for Relief from Stay (Real Property) – Page 4 of 4

In re:
EUGENE SHROSBREE,

Debtor(s).

CHAPTER: 7

CASE NUMBER: 6:10-BK-18778-EC

NOTE TO USERS OF THIS FORM:

- 1) Attach this form to the last page of a proposed Order or Judgment. Do not file as a separate document.
- 2) The title of the judgment or order and all service information must be filled in by the party lodging the order.
- 3) **Category I.** below: The United States trustee and case trustee (if any) will always be in this category.
- 4) **Category II.** below: List ONLY addresses for debtor (and attorney), movant (or attorney) and person/entity (or attorney) who filed an opposition to the requested relief. DO NOT list an address if person/entity is listed in category I.

NOTICE OF ENTERED ORDER AND SERVICE LIST

Notice is given by the court that a judgment or order entitled (*specify*) Order Granting Motion for Relief from the Automatic Stay and will be served in the manner indicated below:

I. **SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")** - Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s), the foregoing document was served on the following person(s) by the court via NEF and hyperlink to the judgment or order. As of April 27, 2010, the following person(s) are currently on the Electronic Mail Notice List for this bankruptcy case or adversary proceeding to receive NEF transmission at the email address(es) indicated below.

Steven M. Speier, Chapter 7 Trustee, Sspeier@Squamliner.com, ca85@ecfbcls.com
United States Trustee ustpregion18.rs.ecf@usdoj.gov
Timothy J. Silverman, Esq. tim@sgsslaw.com

Service information continued on attached page

II. **SERVED BY THE COURT VIA U.S. MAIL:** A copy of this notice and a true copy of this judgment or order was sent by United States Mail, first class, postage prepaid, to the following person(s) and/or entity(ies) at the address(es) indicated below:

Debtor(s)
Eugene Shrosbree
28830 Lakeview Avenue
Nuevo, CA 92567

Service information continued on attached page

III. **TO BE SERVED BY THE LODGING PARTY:** Within 72 hours after receipt of a copy of this judgment or order which bears an "Entered" stamp, the party lodging the judgment or order will serve a complete copy bearing an "Entered" stamp by U.S. Mail, overnight mail, facsimile transmission or email and file a proof of service of the entered order on the following person(s) and/or entity(ies) at the address(es), facsimile transmission number(s), and/or email address(es) indicated below:

Service information continued on attached page

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

December 2009

F 4001-10.RP

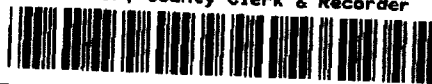
Public Record

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Name **TIMOTHY J. SILVERMAN, ESQ.**
 Firm **SOLOMON, GRINDLE, et al.**
 Address **12651 High Bluff Dr., Ste. 300**
San Diego CA 92130
 Phone **(858) 793-8500**
 Fax **(858) 793-8263**

8115.4728

DOC # 2010-0565533
11/24/2010 10:03A Fee:30.00
 Page 1 of 6
 Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder



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ORDER GRANTING MOTION FOR RELIEF FROM AUTOMATIC STAY AS TO REAL PROPERTY LOCATED AT

**20815 HANSEN AVENUE
 NUEVO, CALIFORNIA 92567**



(Please fill in document title(s) on this line)

**THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
 (Additional Recording Fee Applies)**



UNITED STATES BANKRUPTCY COURT - CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES BANKRUPTCY COURT

UNITED STATES BANKRUPTCY COURT - CENTRAL DISTRICT OF CALIFORNIA
Central District of California

I hereby attest and certify that on 11-22-10 the attached reproduction(s),
containing 4 pages, is a full, true and correct copy of the complete document
entitled: Order Granting Motion for Relief From The
Automatic Stay (Chapter 11)

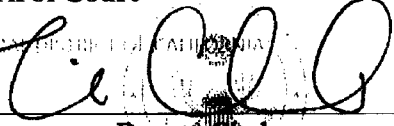
Case #: 10-10-30275-FC Doc #:

which includes: Exhibits Attachments

on file in my office and in my local or regional location:

- 255 B. Temple Street, Suite 945 Los Angeles, CA 90012
- 3420 Twelfth Street, Suite 125 Riverside, CA 92501-3819
- 411 West 4th Street, Suite 2074 Santa Ana, CA 92701-4593
- 1413 State Street Santa Barbara, CA 93101-2511
- 21041 Burbank Boulevard Woodland Hills, CA 91367

KATHLEEN J. CAMPBELL
Clerk of Court

By: 
Deputy Clerk

**THIS CERTIFICATION IS VALID ONLY WITH THE
UNITED STATES BANKRUPTCY COURT SEAL.**

Revised August 2010

2010-0565533
11/24/2010 10:03A
2 of 6



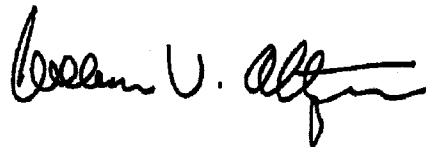
In re: DIANE RIVERA	CHAPTER: 7
Debtor(s).	CASE NUMBER: 6:10-bk-30215-EC

- 6. Movant shall not conduct a foreclosure sale before the following date (*specify*):
- 7. The stay shall remain in effect subject to the terms and conditions set forth in the Adequate Protection Attachment to this Order.
- 8. In chapter 13 cases, the trustee shall not make any further payments on account of Movant's secured claim after entry of this Order. The secured portion of Movant's claim is deemed withdrawn upon entry of this Order without prejudice to Movant's right to file an amended unsecured claim for any deficiency. Absent a stipulation or order to the contrary, Movant shall return to the trustee any payments received from the trustee on account of Movant's secured claim after entry of this Order.
- 9. The filing of the petition was part of a scheme to delay, hinder and defraud creditors that involved either:
 - transfer of all or part ownership of, or other interest in, the Property without the consent of the secured creditor or court approval.
 - multiple bankruptcy filings affecting the Property.

If recorded in compliance with applicable state laws governing notices of interest or liens in the Property, this Order is binding and effective under 11 U.S.C. § 362(d)(4)(A) and (B) in any other bankruptcy case purporting to affect the Property filed not later than two (2) years after the date of entry of this Order, except that a debtor in a subsequent bankruptcy case may move for relief from this Order based upon changed circumstances or for good cause shown, after notice and a hearing. Any federal, state or local governmental unit that accepts notices of interests or liens in real property shall accept a certified copy of this Order for indexing and recording.

- 10. This Court further orders as follows:
 - a. This Order shall be binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of the United States Code.
 - b. The 14-day stay provided by Bankruptcy Rule 4001(a)(3) is waived.
 - c. The provisions set forth in the Extraordinary Relief Attachment shall also apply (*attach Optional Form F 4001-10-ER*).
 - d. See attached continuation page for additional provisions.

###



DATED: October 27, 2010

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

December 2009

F 4001-10.RP



2010-0565533
11/24/2010 10:03A
4 of 6

In re: DIANE RIVERA	CHAPTER: 7
Debtor(s).	CASE NUMBER: 6:10-bk-30215-EC

NOTE: When using this form to indicate service of a proposed order, **DO NOT** list any person or entity in Category I. Proposed orders do not generate an NEF because only orders that have been entered are placed on the CM/ECF docket.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
12651 High Bluff Drive, Suite 300, San Diego, CA 92130

A true and correct copy of the foregoing document described **ORDER GRANTING MOTION FOR RELIEF FROM THE AUTOMATIC STAY** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

I. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")** – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On _____ I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

Service information continued on attached page

II. **SERVED BY U.S. MAIL OR OVERNIGHT MAIL** (indicate method for each person or entity served):

On September 29, 2010, I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Courtesy Copy
Chambers of the Honorable Ellen Carroll
United States Bankruptcy Court
3420 Twelfth Street, Room 125
Riverside, CA 925010-3819

Service information continued on attached page

III. **SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL** (indicate method for each person or entity served):

Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on _____ I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

September 29, 2010 Kristina Shultz /s/ Kristina Shultz
Date Type Name Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.
December 2009 F 4001-10.RP



In re: DIANE RIVERA	CHAPTER: 7
Debtor(s).	CASE NUMBER: 6:10-bk-30215-EC

NOTE TO USERS OF THIS FORM:

- 1) Attach this form to the last page of a proposed Order or Judgment. Do not file as a separate document.
- 2) The title of the judgment or order and all service information must be filled in by the party lodging the order.
- 3) **Category I.** below: The United States trustee and case trustee (if any) will always be in this category.
- 4) **Category II.** below: List **ONLY** addresses for debtor (and attorney), movant (or attorney) and person/entity (or attorney) who filed an opposition to the requested relief. **DO NOT** list an address if person/entity is listed in category I.

NOTICE OF ENTERED ORDER AND SERVICE LIST

Notice is given by the court that a judgment or order entitled (*specify*) **ORDER GRANTING MOTION FOR RELIEF FROM THE AUTOMATIC STAY** was entered on the date indicated as "Entered" on the first page of this judgment or order and will be served in the manner indicated below:
12651 High Bluff Drive, Suite 300, San Diego, CA 92130

I. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF") - Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s), the foregoing document was served on the following person(s) by the court via NEF and hyperlink to the judgment or order. As of 9/29/2010, the following person(s) are currently on the Electronic Mail Notice List for this bankruptcy case or adversary proceeding to receive NEF transmission at the email address(es) indicated below.

Chapter 7 Trustee:	John P. Pringle	jpringle@ecf.epiqsystems.com; johnpringle@earthlink.net
Attorney for Movant:	Timothy J. Silverman	tim@sgslaw.com
Office of the US Trustee:		ustpreion16.rs.ecf@usdoj.gov

Service information continued on attached page

II. SERVED BY THE COURT VIA U.S. MAIL: A copy of this notice and a true copy of this judgment or order was sent by United States Mail, first class, postage prepaid, to the following person(s) and/or entity(ies) at the address(es) indicated below:

Debtor
Diane Rivera
661 North Soboba St
Hemet, CA 92544

Service information continued on attached page

III. TO BE SERVED BY THE LODGING PARTY: Within 72 hours after receipt of a copy of this judgment or order which bears an "Entered" stamp, the party lodging the judgment or order will serve a complete copy bearing an "Entered" stamp by U.S. Mail, overnight mail, facsimile transmission or email and file a proof of service of the entered order on the following person(s) and/or entity(ies) at the address(es), facsimile transmission number(s), and/or email address(es) indicated below:

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

December 2009

F 4001-10.RP



2010-0565533
11/24/2010 10:03A
6 of 6

Public Record

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.

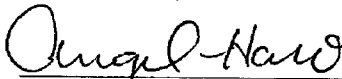
5. BORROWER'S RIGHT TO PREPAY

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

The Note Holder will use my Prepayment to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to any accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an increase in the interest rate.

If within Twenty-four (24) months from the date of execution of the Security Instrument, I make full Prepayment or partial Prepayment, and the total of such Prepayment(s) in any 12-month period exceeds twenty percent (20%) of the original Principal amount of the loan, I will pay a Prepayment charge in an amount equal to 6 months' advance interest on the amount by which the total of my Prepayment(s) within that 12-month period exceeds twenty percent (20%) of the original Principal amount of the loan.

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

 (Seal)
ANGEL HARO -Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

10318129

ioarr4

page 4 of 4

09/30/03

Public Record

ORDER NO.: OR0650459

EXHIBIT "A"

**PARCEL 4 OF PARCEL MAPS, 9569, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
AS SHOWN BY MAP ON FILE IN BOOK 40, PAGE 6 OF PARCEL MAPS, RECORDS OF RIVERSIDE
COUNTY, CALIFORNIA.**

DOC # 2010-0068208

02/16/2010 08:00A Fee:24.00

Page 1 of 3

Recorded in Official Records

County of Riverside

Larry H. Hard

Assessor, County Clerk & Recorder

Recording requested by:

LAWYERS TITLE COMPANY

When recorded mail to:



UTLS Default Services, LLC
Post Office Box 5899
6 Executive Circle
Suite 100
Irvine, CA 92616
(949) 885-4500

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TS # 006-003933

Order # 30153544

Loan # 41183997

24

Substitution of Trustee

T
029

WHEREAS, ANGEL HARO, A SINGLE MAN was the original Trustor, F.C.I., A CALIFORNIA CORPORATION was the original Trustee, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. was the original Beneficiary under that certain Deed of Trust dated 4/6/2006 and recorded on 4/14/2006 as Instrument No. 2006-0269596, in book , page of Official Records of Riverside County, CA; and

WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and

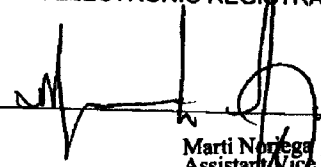
WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in place and stead of said original Trustee, or Successor Trustee, thereunder, in the manner provided for in said Deed of Trust,

NOW, THEREFORE, the undersigned hereby substitutes UTLS DEFAULT SERVICES, LLC, as Trustee under said Deed of Trust.

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

Dated: 1/14/10

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By: 
Marti Noriega
Assistant Vice President

State of Texas
County of Harris

On 1/14/10 before me, Karen Quiller personally
appeared Marti Noriega 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 that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Karen Quiller (Seal)



**Affidavit of Mailing
for Substitution of Trustee By Code**

TS No.: 006-003933

Trutor: ANGEL HARO, A SINGLE MAN

I, Sokun Lonh, declare: That I am an officer, agent or employee of **UTLS Default Services, LLC** whose business address is:

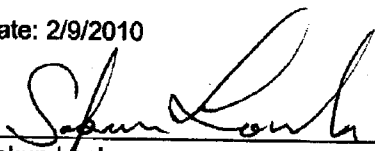
Post Office Box 5899 6 Executive Circle
Irvine, CA 92616

I am over the age of eighteen years; On 2/9/2010, a copy of the attached Substitution of Trustee was enclosed in a sealed envelope with postage fully prepaid for both Certified and First Class mail, and was deposited in the United States Mail addressed to the trustee of record under the Deed of Trust described in said Substitution, and;

A copy of the attached Substitution has been mailed prior to the recording thereof, in the manner provided in Section 2924(b) 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: 2/9/2010



Sokun Lonh

SB1137BeneDec4NOS

Public Record

DOC # 2010-0406538
 08/25/2010 08:00A Fee:27.00
 Page 1 of 4
 Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder



Prepared by and after Recording)
 Return to:)
 Name: ELIZABETH HUNTER)
 PITTS)
 Firm/Comp PROMMIS)
 any: SOLUTIONS, LLC)
 Address: ATTN: ASSIGNMENTS)
 Address 2: 1544 OLD ALABAMA)
 City, State, ROAD)
 Zip: ROSWELL, GA 30076)
 Phone: (800) 275-7171)

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-----Above This Line Reserved For Official Use Only-----

Assessor's Property Tax Parcel/Account
 Number: 462-210-060
 LITT-10-34153-4

ASSIGNMENT OF DEED OF TRUST

Name and Address of Assignor:
 Mortgage Electronic Registration
 Systems, Inc., solely as nominee for
 People's Choice Home Loan, Inc. whose
 address is 3300 SW 34th Avenue, Suite
 101, Ocala, FL 34474

Name and Address of Assignee:
 HSBC Bank Usa, National Association,
 As Trustee For The Benefit Of People's
 Financial Realty Mortgage Securities
 Trust, Series 2006-1 whose address is c/o
 Litton Loan Servicing, LP, 4828 Loop
 Central Drive, Houston, TX 77081

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby
 acknowledged, the undersigned, Mortgage Electronic Registration Systems, Inc., solely
 as nominee for People's Choice Home Loan, Inc., "Assignor", whose address is above,
 does hereby grant, sell, assign, transfer and convey to HSBC Bank Usa, National
 Association, As Trustee For The Benefit Of People's Financial Realty Mortgage
 Securities Trust, Series 2006-1, "Assignee," whose address is above, all interest of the
 undersigned Assignor in and to the following described deed of trust:

Date of Mortgage: April 6, 2006 **Maturity Date:** May 1, 2036

Executed by Angel Haro
(Mortgagor(s)):

A Single Man

Original Trustee:

F.C.I.

To and in favor of Mortgage Electronic Registration Systems, Inc., solely as
(Mortgagee): nominee for People's Choice Home Loan, Inc.

Filed of Record:

Document/Inst. No. 2006-0269596, in the Office of the Registry of deeds
of Riverside County, California, on April 14, 2006

Property: 20815 Hansen Avenue, Nuevo, California 92567
(As described in Legal Description attached hereto as Exhibit A.)

Given: to secure a certain Promissory Note in the \$ 460,000.00.
amount of

Together with the note(s) and obligations therein described or referred to, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Deed of Trust.

TO HAVE AND TO HOLD the same unto Assignee and unto its successors and assigns forever, subject only to the terms and conditions of the above-described Mortgage.

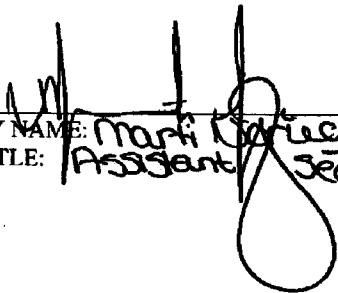
Assignor is the present holder of the above-described Deed of Trust.

IN WITNESS WHEREOF, this assignment was executed by the undersigned Assignor on this the 10th day of August, 20 16.

MIN: 100273900103181292

MERS PHONE: 1-888-679-6377

Mortgage Electronic Registration Systems, Inc.,
solely as nominee for People's Choice Home
Loan, Inc.

BY NAME: 
TITLE: Assistant Secretary

State of TEXAS

County of HARRIS

Before me, Daniela Marie Garrett
on this day personally appeared Maria Boniega
known to me (or proved to me on the oath of na or through
na [description of identity card or other document]) to be the
person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged
to me that he/she/they executed the same for the purposes and consideration therein
expressed.

Given under my hand and seal of office this 16th day of August, 2010.

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

WITNESS my hand and official seal.

Signature Daniela Marie Garrett (Seal)

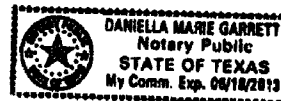


EXHIBIT "A"

PARCEL 4 OF PARCEL MAPS, 9569, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 40, PAGE 6 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

DOC # 2011-0568219

12/23/2011 08:48 AM Fees: \$21.00

Page 1 of 2

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

MAIL TO

Prepared by: Nadine Alvarez
Ocwen Loan Servicing, LLC
1661 Worthington Road, Suite 100
West Palm Beach, Florida, 33409
Phone Number: 561-682-8835
64709122346682
Attorney Code: 24110

2011-16334

272499

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

**ASSIGNMENT OF DEED OF TRUST
CALIFORNIA**

This **ASSIGNMENT OF DEED OF TRUST** from **HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF PEOPLE'S FINANCIAL REALTY MORTGAGE SECURITIES TRUST, SERIES 2006-1**, whose address is c/o Ocwen Loan Servicing, LLC, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409 ("Assignor") to **HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF PEOPLE'S FINANCIAL REALTY MORTGAGE SECURITIES TRUST, SERIES 2006-1, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-1** whose address is c/o Ocwen Loan Servicing, LLC, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409 ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does by these presents hereby grant, bargain, sell, transfer and set over unto the Assignee, its successors, transferees and assigns forever, in trust, all of the right, title and interest of said Assignor in and to the following deed of trust describing land therein, duly recorded in the Office of the County Recorder of **RIVERSIDE** County, State of **CALIFORNIA**, as follows;

Trustor: ANGEL HARO

Trustee: F.C.I

Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR PEOPLE'S CHOICE HOME LOAN, INC.

Document Date: APRIL 06, 2006

Amount: \$ 460,000.00

Date Recorded: APRIL 14, 2006

Document/Instrument/Entry Number: 2006-0269596

Property Address: 20815 HANSEN AVENUE, NUEVO, CA

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

This Assignment is made without recourse, representation or warranty.

DATED: DECEMBER 14, 2011

**HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR
THE BENEFIT OF PEOPLE'S FINANCIAL REALTY MORTGAGE
SECURITIES TRUST, SERIES 2006-1
BY IT'S ATTORNEY-IN-FACT
LITTON LOAN SERVICING, LP**

BY: _____ *nm*
NAME: Noemi Morales
TITLE: Vice President

State of FLORIDA
County of PALM BEACH

On DECEMBER 14, 2011, before me, *Krysta Sebastian* personally appeared Noemi Morales personally known to me 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 Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Krysta Sebastian

Signature of Notary *Krysta Sebastian*



RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

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

DOC # 2012-0447017

09/19/2012 01:19 PM Fees: \$24.00

Page 1 of 3

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

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

Loan No.: 7091223466

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

IMPORTANT NOTICE

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

This amount is \$182,174.87 as of 9/17/2012, and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

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

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

**Ocwen Loan Servicing, LLC HSBC Bank USA, National Association, as Trustee for the benefit of
People's Financial Realty Mortgage Securities Trust, Series 2006-1, Mortgage Pass-Through Certificates,
Series 2006-1, By Ocwen Loan Servicing, LLC, its attorney in-fact.**

**C/O Western Progressive, LLC
2002 Summit Blvd, Suite 600
Atlanta, GA 30319
Beneficiary Phone: 877-596-8580**

Public Record

Loan No.: 7091223466

TS No. 2011-16336

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure. **Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.**

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

NOTICE IS HEREBY GIVEN: That **Western Progressive, LLC** is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated **4/6/2006**, executed by **ANGEL HARO A SINGLE MAN**, as Trustor, to secure certain obligations in favor of **PEOPLE'S CHOICE HOME LOAN, INC., A WYOMING CORPORATION, A CORPORATION, AS LENDER, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY**, recorded **4/14/2006**, as Instrument No. **2006-0269596**, in Book ---, Page ---, and rerecorded on --- as --- of Official Records in the Office of the Recorder of **Riverside County, California** describing land therein as: **As more particularly described on said Deed of Trust.**

The subject obligation includes **ONE NOTE(S) FOR THE ORIGINAL** sum of **\$460,000.00**. A breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of the following:

Installment of Principal and Interest plus impounds and/or advances which became due on 5/1/2008 plus late charges, and all subsequent installments of principal, interest, balloon payments, plus impounds and/or advances and late charges that become payable.

You are responsible to pay all payments and charges due under the terms and conditions of the loan documents which come due subsequent to the date of this notice, including, but not limited to, foreclosure trustee fees and costs, advances and late charges.

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

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

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

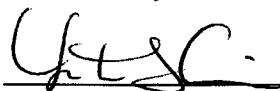
WE ARE ASSISTING THE BENEFICIARY TO COLLECT A DEBT AND ANY INFORMATION WE OBTAIN WILL BE USED FOR THE PURPOSE BY EITHER OURSELVES OR THE BENEFICIARY, WHETHER RECEIVED ORALLY OR IN WRITING. YOU MAY DISPUTE THE DEBT OR A PORTION THEREOF WITHIN THIRTY (30) DAYS. THEREAFTER WE WILL OBTAIN AND FORWARD TO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

Attempts to contact the borrower have been unsuccessful. No contact was made with the borrower despite the due diligence of beneficiary of their authorized agent's pursuant to California Civil Code 2923.5(g), including (a) mailing a first-class letter was sent to the borrower that included a toll-free

contact number for the beneficiary as well as the toll-free telephone number for the United States Department of Housing and Urban Development (HUD) to find a HUD-certified housing counseling agency. In addition, at least three attempts were made to contact the borrower by telephone, followed-up by a certified letter, return receipt requested.

Dated: 9/17/2012

Western Progressive, LLC, as agent for
beneficiary

A handwritten signature in black ink, appearing to be 'G. T. S.', is written over a horizontal line.

DOC # 2012-0447017
Page 3 of 3 09/19/2012 01:19 PM

Public Record

RECORDING REQUESTED BY
EQUITY TITLE COMPANY

Recording Requested By:
PEOPLE'S CHOICE HOME LOAN, INC.

DOC # 2006-0269597

04/14/2006 08:00A Fee:30.00

Page 1 of 8

Recorded in Official Records

County of Riverside

Larry M. Ward

Assessor, County Clerk & Recorder

Return To:

People's Choice Home Loan, Inc.
7515 IRVINE CENTER DR., IRVINE,
CA 92618



Prepared By:

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DEED OF TRUST AND REQUEST FOR NOTICE OF DEFAULT

THIS DEED OF TRUST is made this 6th
ANGEL HARO, A SINGLE MAN

MIN 100273900103184908
day of April, 2006, among the Trustor,

30

T
AC

whose address is 20815 HANSEN AVENUE, NUEVO

, CA 92567

(herein "Borrower"),

F.C.I., A California Corporation

(herein "Trustee"), and the Beneficiary,

Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. People's Choice Home Loan, Inc.

("Lender") is organized and

existing under the laws of WYOMING

, and has an address of

7515 IRVINE CENTER DR., IRVINE, CA 92618

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of RIVERSIDE

, State of California:

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

THIS SECURITY IS SUBORDINATE TO AN EXISTING FIRST LIEN(S) OF RECORD

20815 HANSEN AVENUE
NUEVO
10318490

[City], California 92567

which has the address of
[Street]
[ZIP Code] (herein "Property Address");

CALIFORNIA - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT WITH MERS

VMP-76N(CA) (0307)
Page 1 of 7

Form 3805
Amended 9/99
Initials: AH

VMP Mortgage Solutions (800)521-7291

Public Record

654059

424-210-060-5
083-033

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Deed of Trust; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Deed of Trust.

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated April 6, 2006

and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$115,000.00, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2036; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

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

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

5. Hazard 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

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The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has a priority over this Deed of Trust.

10. 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 Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict

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shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and this Deed of Trust at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.

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 delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender, prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust 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 breach is not cured on or before the date specified in the notice, Lender, at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable 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 reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

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 and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be 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 such order as Trustee may determine. 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 Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold 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 reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to five days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees;

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and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

20. **Reconveyance.** Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

21. **Substitute Trustee.** Lender, at Lender's 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 where the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Instrument is recorded and the name and address of the successor trustee. The successor trustee shall, without conveyance of the Property, succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. The procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

22. **Request for Notices.** Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address which is the Property Address. Lender requests that copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust be sent to Lender's address, as set forth on page one of this Deed of Trust, as provided by Section 2924(b) of the Civil Code of California.

23. **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.

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any notice of default and a copy of any notice of sale under the deed of trust (or mortgage) recorded _____, Page _____, records of _____, in Book _____, County, or filed for _____ County, California, executed by _____

as trustor (or mortgagor) in which

is named

as beneficiary (or mortgagee) and

as trustee

be mailed to People's Choice Home Loan, Inc.
at _____

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NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.

People's Choice Home Loan, Inc.

State of California

County of

On

, before me

, personally appeared

ANGEL HARO

(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.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Angel Haro

ANGEL HARO

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

[Sign Original Only]

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Public Record

State of California
County of Los Angeles
On 4-6-06

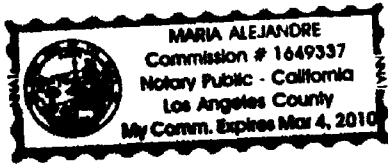
, before me Maria Alejandre, Notary Public
, personally appeared

ANGEL HARO

, 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 s/he/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.

Maria Alejandre



10318490

78N(CA) (0307)

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Initials:

AH

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ORDER NO.: OR0650459

EXHIBIT "A"

PARCEL 4 OF PARCEL MAPS, 9569, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 40, PAGE 6 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

When recorded please mail to:
 Riverside County Code Enforcement Department
 (District 5 Office)
 581 S. Grand Ave, San Jacinto, CA 92582
 Mail Stop No. 5002

DOC # 2013-0024686
 01/16/2013 09:53A Fee:NC
 Page 1 of 1
 Recorded in Official Records
 County of Riverside
 Larry M. Ward
 Assessor, County Clerk & Recorder



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LCHGCC						T:	CTY	UNI	BA

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NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS

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

Case No.: CV12-05227

DIANA RIVERA / ROBERTA SURUY / EUGENE SHRUSBREE)

And DOES I through X, owners

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

ADDRESS: 20815 HANSEN AVENUE, NUEVO, CA 92567
PARCEL #: 426-210-060
LEGAL DESCRIPTION: .54 ACRES NET IN PAR 4 040/006 PM 09569

VIOLATIONS: Riverside County Ordinance No. 541, (RCC Title 8.120.010) described as ACCUMULATED RUBBISH

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

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

COUNTY OF RIVERSIDE
 DEPARTMENT OF CODE ENFORCEMENT

Dated: 1/8/2013

By: *James Palmer*
 James Palmer, Code Enforcement Department

ACKNOWLEDGEMENT

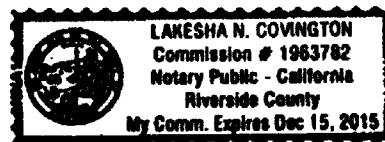
State of California)
 County of Riverside)

On 1/08/2013 before me, LaKeshia N. Covington, Notary Public, personally appeared James Palmer 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.

LaKeshia N. Covington
 Commission # 1963782 Comm. Expires December 15, 2015



DOC # 2003-631047

03/18/2003 08:00A Fee:NC

Page 1 of 3

Recorded in Official Records

County of Riverside

Gary L. Orse

Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Stop #: 1324

Riverside Superior Court

4100 Main St.

Riverside, CA 92501

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
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SPACE ABOVE FOR RECORDER'S USE ONLY

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Abstract of Judgment

Title of Document

THIS AREA FOR RECORDER'S USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

(\$3.00 Additional Recording Fee Applies)

STC-SCSD 996a (Rev. 4/2000)

Public Record

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): TEL NO.: (909)955-9379

Recording requested by and return to:

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF RIVERSIDE
4100 MAIN ST
RIVERSIDE CA 92501



2003-631047
08/18/2003 08:00AM
2 of 3

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
STREET ADDRESS: 4100 MAIN ST
MAILING ADDRESS: RIVERSIDE CA 92501
CITY AND ZIP CODE:
BRANCH NAME:

FOR RECORDERS'S USE ONLY

PLAINTIFF: SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

DEFENDANT: DIANE ELIZABETH RIVERA

ABSTRACT OF JUDGMENT Amended

CASE NUMBER:
HEM953021

1. The Judgment creditor Assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address

DIANE ELIZABETH RIVERA
41622 MARINE DRIVE
HEMET CA 92544

FOR COURT USE ONLY

- b. Driver's license no. and state: CAN7333515 unknown.
- c. Social Security number: 564-33-8735 unknown.
- d. Summons or notice of entry of sister state judgment was personally served or mailed to (name and address):

e. Original abstract recorded in this county:
 (1) Date: 21 JUL 2003
 (2) Instrument No.:
 Date: VLITNER (FSO)

f. Information on additional judgment debtors is shown on page two.

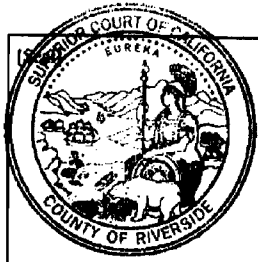
>

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

- 2. a. I certify that the following is a true and correct abstract of the judgment entered in this action.
- b. A certified copy of the judgment is attached.
- 3. Judgment creditor (name): SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
- 4. Judgment debtor (full name as it appears in judgment): DIANE ELIZABETH RIVERA

- 6. Total amount of judgment as entered or last renewed: \$ 612.00
- 7. An execution attachment lien is endorsed on the judgment as follows:
 a. Amount: \$ 612.00
 b. In favor of (name and address):
 SUPERIOR COURT OF CALIFORNIA,
 COUNTY OF RIVERSIDE/FINANCIAL SERVICES DIVISION
 4100 MAIN ST
 RIVERSIDE CA 92501



- 5. a. Judgment entered on (date): 08-03-98
- b. Renewal entered on (date):

This abstract issued on (date):
07-21-03

- 8. A stay of enforcement has
 a. not been ordered by the court.
 b. been ordered by the court effective until (date):
- 9. This judgment is an installment judgment.

Clerk, by Deputy

PLAINTIFF: RIVERSIDE SUPERIOR COURT, COUNTY OF RIVERSIDE DEFENDANT: DIANE ELIZABETH RIVERA	CASE NUMBER: HEM953021
-----------------------------------------------------------------------------------------------	------------------------

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS

10. Name and last known address

Driver's license No. & state: Unknown
 Social Security No.: Unknown
 Summons was personally served at or mailed to (address):

14. Name and last known address

Driver's license No. & state: Unknown
 Social Security No.: Unknown
 Summons was personally served at or mailed to (address):

11. Name and last known address

Driver's license No. & state: Unknown
 Social Security No.: Unknown
 Summons was personally served at or mailed to (address):

15. Name and last known address

Driver's license No. & state: Unknown
 Social Security No.: Unknown
 Summons was personally served at or mailed to (address):

12. Name and last known address

Driver's license No. & state: Unknown
 Social Security No.: Unknown
 Summons was personally served at or mailed to (address):

16. Name and last known address

Driver's license No. & state: Unknown
 Social Security No.: Unknown
 Summons was personally served at or mailed to (address):

13. Name and last known address

Driver's license No. & state: Unknown
 Social Security No.: Unknown
 Summons was personally served at or mailed to (address):

17. Name and last known address

Driver's license No. & state: Unknown
 Social Security No.: Unknown
 Summons was personally served at or mailed to (address):

18. Continued on attachment 18.



2003-631047
 08/18/2003 08:00A
 3 of 3

DOC # 2004-0187616

03/17/2004 08:00A Fee:18.00

Page 1 of 3

Recorded in Official Records
County of Riverside

Gary L. Orso
Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

✓ Estanias
2325 Clayton Rd
Concord, Ca
94520

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JH

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Abstract of Judgment
Title of Document

THIS AREA FOR RECORDER'S USE ONLY

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

STC-3C8D 990e (Rev. 4/2000)

Public Record

Escrow or Loan No. 6579 **821**
 RECORDING REQUESTED BY
La Rue Escrow, Inc.
 277 E. 4th St., Suite C
 Perris, CA 92370
 WHEN RECORDED MAIL TO
John F. & Rebecca C. Meyer
 7908 Seneca Way
 North Highland, CA 95660

RECEIVED FOR RECORD
 AT 5:00 O'CLOCK A.M.
 AT REQUEST OF
SAFE CO TITLE INSURANCE CO.
 Book 1284, Page **131483**
JUN 20 1984
 Recorded in Official Records
 of Riverside County, California
William E. Stearns
 Recorder
 Fees

131483

533857-5

SPACE ABOVE THIS LINE FOR RECORDER'S USE
SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS
 INCORPORATING BY REFERENCE CERTAIN PROVISIONS OF A DEED OF TRUST OF RECORD. **8 81 FORM 34**

This Deed of Trust, Made this **15th** day of **May, 1984**, between

RAE ANN THEOBOLD, an unmarried woman, here in called **TRUSTOR**,
 whose address is **8175 Carnation Ct.** **Riverside** **92503** **California**
 (Number and Street) (City) (Zip) (State)
SHOSHONE SERVICE CORPORATION, a California Corporation, herein called **TRUSTEE**, and

JOHN F. MEYER and REBECCA C. MEYER, husband and wife as joint tenants, herein called **HENEFICIARY**,
 Witnesseth: That Trustor **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE**, that property in the unincorporated area of **Riverside** County, California, described as:

Parcel 4 of Parcel Map 9569 as shown by map on file in book 40, page 6 of Parcel Maps, Records of Riverside County, California.

This deed of trust is given to secure a portion of the purchase price of the herein described property.
TOGETHER WITH the rents, issues and profits thereof, which Trustor irrevocably assigns to Trustee in trust, together with the right to collect and enforce the payment of same notwithstanding the provisions of paragraph 10 on the reverse.
 For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of **\$10,000.00** executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be borrowed from Beneficiary by the then record owner of said property when evidenced by another promissory note (or notes).
 To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the deed of trust recorded 7/15/81 in the book and page of Official records in the office of the county recorder of the county where property is located, noted below opposite the name of such county, viz:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	81-117336		Kings	1208	19	Placer	2411	497
Alpine	32	104	Lake	1038	806	Plumas	353	480
Amador	397	642	Lassen	338	560	Riverside	1581	133722
Butte	2839	638	Los Angeles	81-706756		Sacramento	810715	505
Calaveras	559	362	Madera	1695	615	San Benito	468	283
Colusa	506	65	Mariposa	81-031444		San Bernardino	81-153193	
Contra Costa	10406	962	Mendocino	228	218	San Diego	81-22734	
Del Norte	257	350	Merced	1314	43	San Francisco	D237	216
El Dorado	1995	498	Modoc	280	843	San Joaquin	81-045862	
Essex	7754	682	Monoc	334	101	San Luis Obispo	2340	601
Glenn	638	454	Monterey	1493	782	San Mateo	66679AS	
Humboldt	1843	803	Napa	1309	365	Santa Barbara	81-28015	
Imperial	1472	297	Nevada	81-18661		Santa Clara	7112249	
Inyo	204	12	Orange	14141	1476	Santa Cruz	3349	341
Kern	8389	1478				Shasta	1824	638
						Sierra	92	510
						Siakiyou	921	835
						Solano	81	81406
						Sonoma		81-038741
						Stanislaus	3459	854
						Stutter	1021	464
						Tehama	862	226
						Trinity	219	76
						Tulare	3682	353
						Tuolumne	649	374
						Ventura		066746
						Yolo	1482	461
						Yuba	757	43

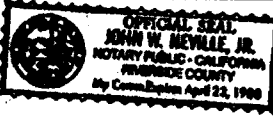
(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust. Trustor agrees to pay all charges, as allowed by law when such charges are made, for any statement regarding the obligation secured hereby.

STATE OF CALIFORNIA
 COUNTY OF **RIVERSIDE**
 On **JUN 9 1984**, before me,
 the undersigned, a Notary Public in and for the said County and State, personally appeared **Rae Ann Theobald**

Rae Ann Theobald
 RAE ANN THEOBOLD

known to me to be the person whose name is subscribed to the within instrument and acknowledge that she executed the same.

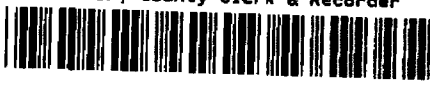
WITNESS my hand and official seal.



RECORDING REQUESTED BY
EQUITY TITLE COMPANY

Recording Requested By:
PEOPLE'S CHOICE HOME LOAN,
INC.
Return To:
People's Choice Home Loan,
Inc.
7515 IRVINE CENTER DR.,
IRVINE, CA 92618

DOC # 2006-0269596
04/14/2006 08:00A Fee:69.00
Page 1 of 21
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



650459

Prepared By:
People's Choice Home Loan,
Inc. 7515 Irvine Center
Drive, Irvine, CA 92618

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.	
			31		1					
A	R	L				COPY	LONG	REFUND	NCHG	EXAM

426-210-060-5
083-033

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DEED OF TRUST

MIN 100273900103181292

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AC

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 April 6, 2006 together with all Riders to this document.
- (B) "Borrower" is ANGEL HARO A SINGLE MAN

Borrower's address is 20815 HANSEN AVENUE, NUEVO, CA 92567

. Borrower is the trustor under this Security Instrument.

(C) "Lender" is PEOPLE'S CHOICE HOME LOAN, INC., a WYOMING CORPORATION

Lender is a CORPORATION
organized and existing under the laws of WYOMING

10318129

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

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VMP MORTGAGE FORMS - (800)521-7291

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Lender's address is 7515 IRVINE CENTER DR., IRVINE, CA 92618

(D) "Trustee" is F.C.I., A California Corporation, 8101 Kaiser Blvd., Suite #360 Anaheim Hills, CA 92808

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

(F) "Note" means the promissory note signed by Borrower and dated April 6, 2006
The Note states that Borrower owes Lender FOUR HUNDRED SIXTY THOUSAND AND 00/100

Dollars
(U.S. \$ 460,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 1, 2036

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

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

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

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

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY of RIVERSIDE :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

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

'A'

(A.P.N. #: 462-210-060)

Parcel ID Number: 462-210-060
20815 HANSEN AVENUE
NUEVO
("Property Address"):

which currently has the address of
[Street]

[City], California 92567 [Zip Code]

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances 10318129

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ORDER NO.: OR0650459

EXHIBIT "A"

PARCEL 4 OF PARCEL MAPS, 9569, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 40, PAGE 6 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

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

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

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

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

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

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

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

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

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

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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

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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

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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

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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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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

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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.

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

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

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

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

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

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

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

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

Witnesses:

_____ *Angel Hard* (Seal)
ANGEL HARD -Borrower

_____ (Seal)
-Borrower

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

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

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

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County of Los Angeles

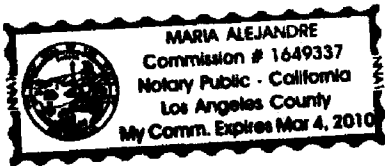
On 4-6-06

ANGEL HARO

} ss.
before me, Maria Alejandre, Notary Public
personally appeared

, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/het/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.



Maria Alejandre (Seal)

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FIXED/ADJUSTABLE RATE RIDER
(LIBOR Six-Month Index (As Published In *The Wall Street Journal*)- Rate Caps)
Including Prepayment Penalty

THIS FIXED/ADJUSTABLE RATE RIDER is made this 6th day of April, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to PEOPLE'S CHOICE HOME LOAN, INC. a WYOMING CORPORATION.

("Lender") of the same date and covering the property described in the Security Instrument and located at: 20815 HANSEN AVENUE, NUEVO, CALIFORNIA 92567

[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE AND FOR CHANGES IN BORROWER'S MONTHLY PAYMENTS. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 7.500%. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the 1st day of, May, 2008 and the adjustable interest rate I will pay may change on that day every 6 months thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

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(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding five and three-quarters percentage points (5.750%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

Beginning on the First Principal and Interest Payment Due Date, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment, until the next Change Date.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.500 % or less than 7.500 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than one percentage point (1.000%) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 14.500 %. My interest rate will never be less than 7.500%.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

(G) Date of First Principal and Interest Payment

The date of my first payment consisting of both principal and interest on this Note (the "First Principal and Interest Payment Due Date") shall be the sixty first monthly payment due date. Each monthly payment thereafter shall consist of both Principal and interest.

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

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

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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.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

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

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

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all

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