

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



**FROM:** Don Kent, Treasurer/Tax Collector

**SUBMITTAL DATE:**

FEB 26 2014

**SUBJECT:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 189, Item 244.

Last assessed To: Good Land Investments V-B, a California Limited Partnership and Jason Chen, a single man. District 1/1 [\$26,535.] Fund 65595 Excess Proceeds from Tax Sale.

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the claim from CKS Western, Inc., for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 379180002-6;

(continued on page two)

**BACKGROUND:**

**Summary**

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the March 15, 2011 public auction sale. The deed conveying title to the purchasers at the auction was recorded May 18, 2011. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on June 2, 2011, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

(continued on page two)

Don Kent  
Treasurer-Tax Collector

FORM APPROVED COUNTY COUNSEL  
BY: Wanda A. Gardner 2/26/14  
DATE: \_\_\_\_\_  
PALE A. GARDNER  
Departmental Concurrence

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 26,535.	\$ 0.	\$ 26,535.	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0.	\$ 0	\$ 0	

<b>SOURCE OF FUNDS:</b> Fund 65595 Excess Proceeds from Tax Sale	<b>Budget Adjustment:</b> N/A
	<b>For Fiscal Year:</b> 13/14

**C.E.O. RECOMMENDATION:**

APPROVE

BY:

Karen L. Johnson  
Karen L. Johnson

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: April 22, 2014  
xc: Treasurer, Auditor

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

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

Prev. Agn. Ref.:

District: 1/1

Agenda Number:

**9 - 10**

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

**FORM 11:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 189, Item 244.

Last Assessed To: Good Land Investment V-B, a California Limited Partnership and Jason Chen, a single man. District 1/1 [\$26,535.40] Fund 65595 Excess Proceeds from Tax Sale.

**DATE:** FEB 26 2014

**PAGE:** Page 2 of 2

**RECOMMENDED MOTION:**

2. Authorize and direct the Auditor-Controller to issue a warrant to CKS Western, Inc. in the amount of \$26,535.40, no sooner than ninety days from the date of this order, unless an appeal has been file in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

**BACKGROUND:**

**Summary (continued)**

The Treasurer-Tax Collector has received one claim for excess proceeds:

1. Claim from CKS Western, Inc. based on a Long Form Deed of Trust and Assignments of Rents recorded August 03, 2005 as Instrument No. 2005-0625865 and a Statement of Amount Due and Owing dated May 03, 2013.

Pursuant to Section 4675 (a) & (e) of the California Revenue and Taxation Code, it is the recommendation of this office that CKS Western, Inc. be awarded excess proceeds in the amount of \$26,535.40. Supporting documentation has been provided. The Tax Collector requests approval of the above recommend motion.

**Impact on Citizens and Businesses**

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

**ATTACHMENTS (if needed, in this order):**

Copy of the Excess Proceeds Claim form and supporting documentation is attached.

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

RECEIVED

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

2012 APR 26 PM 3: 05

TC 189 Item 244 Assessment No.: 379180002-6

RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

Assessee: CHEN, JASON

Situs:

Date Sold: March 15, 2011

Date Deed to Purchaser Recorded: May 18, 2011

Final Date to Submit Claim: May 21, 2012

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 209,000.00 from the sale of the above mentioned real property. I/We were the  lienholder(s),  property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2005-0625865, recorded on 8/3/2005. A copy of this document is attached here to. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.


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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Executed this 26th day of April, 2012 at Orange, California  
County, State

  
\_\_\_\_\_  
Signature of Claimant  
President of CKS Western, INC  
KANG-SHEN CHEN

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Print Name  
6984 Overlook Terrace

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Street Address  
Anaheim Hills, CA 92807

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip  
714 281 8818

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Phone Number

**INSTRUCTIONS FOR FILING CLAIM**

(See Claim Form on Reverse Side)

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

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

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

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

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

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

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

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

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

**MAIL COMPLETED FORMS TO:**

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

Attention: Excess Proceeds

DOC # 2005-0625865

08/03/2005 08:00A Fee:28.00

Page 1 of 3

Recorded in Official Records  
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

NAME CKS Western, Inc.  
ADDRESS 6984 Overlook Terrace  
CITY Anaheim  
STATE & ZIP CA, 92807



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
✓	2		5		1				
					7				LC
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

35

### LONG FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

(DT)

TITLE ORDER NO. ESCROW NO. APN NO.379-1800-026

C  
LC

This Deed of Trust, made this First day of August, 2005, between Goodland Investment VB, herein called Trustor, whose address is 2142 Liane Lane, Santa Ana, CA 92705

First American Title, a corporation, herein called Trustee, and CKS Western, Inc. herein called Beneficiary,

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

The Southerly rectangular one-half of the Northeasterly rectangular on-half of Lot 15, Block B, in the City or Elsinore, County of Riverside, State of California, as shown upon certain map entitled "Map showing Subdivisions in Elsinore", as per map recorded in book 8, page 377 of maps, in the office of the county recorder of San Diego Country, California.

The Southerly line of the property herein described runs East and West 36 1/4 chains through the center of said Lot 15, and the Northerly line runs parallel with the Northerly line of said Lot, and being further described as:

Commencing at the most Northerly corner of said Lot 15 of the line of Riverside Street;

Thence South 36°30' West, 5 chains for the point of beginning of the property herein described.

Thence South 36°30' West, 5 chains;

Thence South 53°30' East, 36.25 chains;

Thence North 36°30' East, 5 chains;

Thence North 53°30' West 36.25 chains to the point of beginning.

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

For the Purpose of Securing: 1. Payment of the sum of \$209,000, with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, 2. the performance of each agreement of Trustor incorporated by reference or contained herein and 3. Payment of such further sums and the interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

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

(1) To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof, not to commit, suffer or permit any act upon said property in violations of law to cultivate, irrigate, fertilize, fumigate, prune and do all

other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general

(2) To provide maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto, all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his rights either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of said property, consent to the making of any map or plot thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary state that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "The person or persons legally entitled thereto" Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby give to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees. Upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written

declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

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

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

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

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

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

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

GOODLAND Investment V-B  
A CALIFORNIA Limited Partnership  
By KANG-SHEN CHEN  
General Partner

Goodland Investment V-B,  
A California Limited Partnership  
by [Signature]  
General Partner

STATE OF CALIFORNIA, RIVERSIDE  
COUNTY OF \_\_\_\_\_

On 8/7/05, before me, DANIEL J. DE SIMONE, (here  
insert name and title of the officer), personally appeared KANG SHEN CHEN

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

WITNESS my hand and official seal.

Signature [Signature]



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**DO NOT RECORD**

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**REQUEST FOR FULL RECONVEYANCE**

To be used only when note has been paid:

To Southland Title Corporation, Trustee

Dated \_\_\_\_\_

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

By \_\_\_\_\_

**MAIL RECONVEYANCE TO:**

By \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



## APPENDIX "A"

### LEGAL DESCRIPTION

The Southerly rectangular one-half of the Northeasterly rectangular on-half of Lot 15, Block B, in the City of Elsinore, County of Riverside, State of California, as shown upon certain map entitled "Map showing Subdivisions in Elsinore", as per map recorded in book 8, page 377 of maps, in the office of the county recorder of San Diego Country, California.

The Southerly line of the property herein described runs East and West 36 ¼ chains through the center of said Lot 15, and the Northerly line runs parallel with the Northerly line of said Lot, and being further described as:

Commencing at the most Northerly corner of said Lot 15 of the line of Riverside Street:

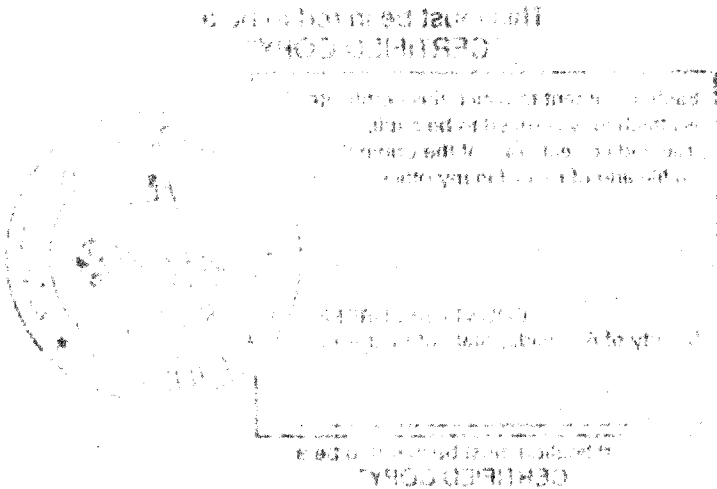
Thence South 36°30' West, 5 chains for the point of beginning of the property herein described.

Thence South 36°30' West, 5 chains;

Thence South 53°30' East, 36.25 chains;

Thence North 36°30' East, 5 chains;

Thence North 53°30' West 36.25 chains to the point of beginning.



This must be in red to be a  
"CERTIFIED COPY"

Each document to which this certificate  
is attached is certified to be a full,  
true and correct copy of the original  
on file and of record in my office.

*Larry Whit*  
Assessor-Clerk, Riverside

COUNTY RECORDER  
County of Riverside, State of California

Dated AUG 03 2005



Certification must be in red to be a  
"CERTIFIED COPY"

TO: Don Kent, Treasurer-Tax Collector  
County of Riverside

From: CKS Western, Inc.  
6984 Overlook Terrace  
Anaheim Hills, CA 92807

RE: Claim for Excess Proceeds, APN: **379180002-6**

Date: May 3, 2013

This is to confirm the followings:

- CKS Western, Inc. is a lien holder of the above-mentioned property. The deed of trust was recorded on August 3, 2005. (see exhibit 1)
- CKS Western, Inc. filed claim for excess proceeds on April 26, 2012. (see exhibit 2)
- The loan balance as of the property sold date March 15, 2011 is \$209,000.
- Kang-Shen Chen is the incorporator and president of CKS Western, Inc. since 1990. (see exhibit 3)

*Kang-Shen Chen for CKS Western Inc.*

CKS Western, Inc. by Kang-Shen Chen, president

HE APPEARED

SIGNER(S) KANG S. CHEN  
STATE OF CA COUNTY OF ORANGE  
SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 03 DAY OF MAY YEAR 2013

NOTARY PUBLIC

*Vijay Kardani*

