

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

954 A



FROM: Don Kent, Treasurer/Tax Collector

**SUBMITTAL DATE:
JUN 02 2014**

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 192, Item 389. Last assessed To: Ephraim E. Benjamin, an unmarried man and Jeff Helmick, an unmarried man, as joint tenants. District 1/3 [\$11,785] Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Donald Helmick AKA Don Helmick for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 361205013-3;

(continued on page two)

BACKGROUND:

Summary

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

(continued on page two)

Jon Christensen on behalf of Don Kent,
Treasurer-Tax Collector

| FINANCIAL DATA | Current Fiscal Year | Next Fiscal Year | Total Cost | Original Cost | FOR FISCAL YEAR (not Exec. Office) |
|-----------------|---------------------|------------------|------------|---------------|---|
| COST | \$ 11,785 | \$ 0 | \$ 11,785 | \$ 0 | Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/> |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 | |

SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale
Budget Adjustment: N/A
For Fiscal Year: 14/15

C.E.O. RECOMMENDATION:

APPROVE

BY:
Samuel Wong

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: Jeffries
 Date: July 15, 2014
 xc: Treasurer, Auditor

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

Prev. Agn. Ref.: _____ District: 1/3 Agenda Number: _____

9-16

FORM APPROVED COUNTY COUNSEL
 BY: DALE A. GARDNER
 DATE: 6/27/14
 Departmental Concurrence

Positions Added
 Change Order
 A-30
 4/5 Vote

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 192, Item 389. Last assessed To:
Ephraim E. Benjamin, an unmarried man and Jeff Helmick, an unmarried man, as joint tenants. District 1/3 [\$11,785] Fund
65595 Excess Proceeds from Tax Sale.

DATE: JUN 02 2014

PAGE: Page 2 of 2

RECOMMENDED MOTION:

2. Approve the claim from Nita P. Helmick for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 361205013-3;
3. Deny the claim from Ephraim E. Benjamin;
4. Authorize and direct the Auditor-Controller to issue warrants to Donald Helmick AKA Don Helmick in the amount of \$5,892.74 and to Nita P. Helmick in the amount of \$5,892.73 no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

BACKGROUND:

Summary (continued)

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

1. Claim from Donald Helmick AKA Don Helmick based on a Deed of Trust with Assignment of Rents recorded August 17, 2005 as Instrument No. 2005-0671848.
2. Claim from Nita P. Helmick based on a Deed of Trust with Assignment of Rents recorded August 17, 2005 as Instrument No. 2005-0671848.
3. Claim from Ephraim E. Benjamin based on a Grant Deed recorded August 17, 2005 as Instrument No. 2005-0671847.

Pursuant to Section 4675 (a) & (e) of the California Revenue and Taxation Code, it is the recommendation of this office that Donald Helmick AKA Don Helmick be awarded excess proceeds in the amount of \$5,892.74 and Nita P. Helmick be awarded excess proceeds in the amount of \$5,892.73. Since the amount claimed by Donald Helmick AKA Don Helmick and Nita P. Helmick exceeds the amount of excess proceeds available there are no funds available for consideration for the claim from Ephraim E. Benjamin. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

Impact on Citizens and Businesses

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

ATTACHMENTS (if needed, in this order):

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

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 192 Item 389 Assessment No.: 361205013-3

Assessee: BENJAMIN, EPHRAIM E & HELMICK, JEFF

Situs: 24561 BETHEL ST WILDOMAR

Date Sold: March 20, 2012

Date Deed to Purchaser Recorded: May 11, 2012

Final Date to Submit Claim: May 13, 2013

RECEIVED
2012 JUN 11 PM 4:52
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 12,243.72 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. 2005-0671848, recorded on 8/17/2005. 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 8th day of JUNE, 2012 at RIVERSIDE, CA.
County, State

Donald Helmick
Signature of Claimant

Signature of Claimant

DONALD HELMICK
Print Name

Print Name

1160 BORDER AVE F-10
Street Address

Street Address

CORONA, CA. 92882
City, State, Zip

City, State, Zip

(951) 737-7242
Phone Number

Phone Number

(909) 519-1248 (cell)

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

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

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



**COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR**

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

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

June 6, 2012

HELMICK, DONALD
1160 BORDER AVE F-10
CORONA, CA 92882

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 361205013-3 Item: 389
Situs Address: 24561 Bethel St Wildomar
Assessee: Benjamin, Ephraim E & Helmick, Jeff
Date Sold: March 20, 2012
Date Deed to Purchaser Recorded: May 11, 2012
Final Date to Submit Claim: May 13, 2013

Dear Sir or Madame:

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

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

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

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

Sincerely,

DON KENT
TREASURER-TAX COLLECTOR

By Adrian Potenciano
Deputy

Page 1 of 6
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



RECORDING REQUESTED BY
FINANCIAL TITLE COMPANY

WHEN RECORDED MAIL TO

Don Helmick
22266 Whirlaway Court
Canyon Lake, Ca 92587 00144828-MT1

| M | S | U | PAGE | SIZE | DA | PCOR | NOCOR | SMF | MISC. |
|---|---|---|------|------|------|------|--------|------|-------|
| ✓ | 2 | | 6 | | 1 | | | | |
| | | | | | 1 | | | | YS |
| A | R | L | | | COPY | LONG | REFUND | NCHG | EXAM |

TRA# 054-038
A.P.No.361-205-013-3

32



DEED OF TRUST WITH ASSIGNMENT OF RENTS

SEPARATE PAGE PURSUANT TO GOVT CODE 27361.6

and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

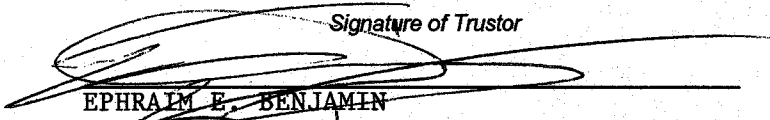
| COUNTY | BOOK | PAGE | COUNTY | BOOK | PAGE | COUNTY | BOOK | PAGE | COUNTY | BOOK | PAGE |
|--------------|------|--------|-------------|--------|------|--------------------|-------|--------|------------|------|------|
| Alameda | 1288 | 556 | Kings | 858 | 713 | Placer | 1028 | 379 | Sierra | 38 | 187 |
| Alpine | 3 | 130-31 | Lake | 437 | 110 | Plumas | 166 | 1307 | Siskiyou | 506 | 762 |
| Amador | 133 | 438 | Lassen | 192 | 367 | Riverside | 3778 | 347 | Solano | 1287 | 621 |
| Butte | 1330 | 513 | Los Angeles | T-3878 | 874 | Sacramento | 5039 | 124 | Sonoma | 2067 | 427 |
| Calaveras | 185 | 338 | Madera | 911 | 136 | San Benito | 300 | 405 | Stanislaus | 1970 | 56 |
| Colusa | 323 | 391 | Marin | 1849 | 122 | San Bernardino | 6213 | 768 | Sutter | 655 | 585 |
| Contra Costa | 4684 | 1 | Mariposa | 90 | 453 | San Francisco | A-804 | 596 | Tehama | 457 | 183 |
| Del Norte | 101 | 549 | Mendocino | 667 | 99 | San Joaquin | 2855 | 283 | Trinity | 108 | 595 |
| El Dorado | 704 | 635 | Merced | 1660 | 753 | San Luis Obispo | 1311 | 137 | Tulare | 2530 | 108 |
| Fresno | 5052 | 623 | Modoc | 191 | 93 | San Mateo | 4778 | 175 | Tuolumne | 177 | 160 |
| Glenn | 469 | 76 | Mono | 69 | 302 | Santa Barbara | 2065 | 881 | Ventura | 2607 | 237 |
| Humboldt | 801 | 83 | Monterey | 357 | 239 | Santa Clara | 6626 | 664 | Yolo | 769 | 16 |
| Imperial | 1189 | 701 | Napa | 704 | 742 | Santa Cruz | 1638 | 607 | Yuba | 398 | 693 |
| Inyo | 165 | 672 | Nevada | 363 | 94 | Shasta | 800 | 633 | | | |
| Kern | 3756 | 690 | Orange | 7182 | 18 | San Diego SERIES 5 | 1964 | 149774 | | | |

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

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

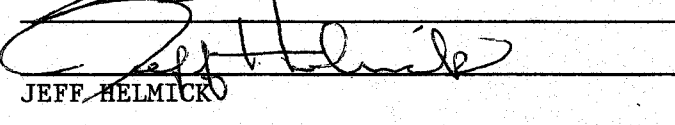
The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF CALIFORNIA }
 COUNTY OF Riverside } ss.

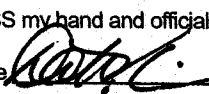
Signature of Trustor


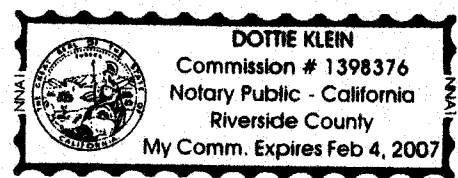
 EPHRAIM E. BENJAMIN

On August 12, 2005 before me,
~~Dotie Klein, notary public~~
 personally appeared Ephraim E. Benjamin
and Jeff Helmick
~~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.



 JEFF HELMICK

WITNESS my hand and official seal.
 Signature 



(This area for official notarial seal)

(Continued on Page 3)

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. 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 therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

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

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

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

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation 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.

B. It is mutually agreed:

(1) 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 monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

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

(3) That at any time or from time to time, without liability therefor 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 plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose 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 as conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

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

(6) 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 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

(Continued on Page 4)

1158 (1/94)
Page 3 of 4

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.

**DEED OF TRUST
WITH POWER OF SALE**

*First American
Title Insurance
Company*
TRUSTEE



1192 (1/94)
(Page 4 of 4)

After deducting all costs, fees and expenses of Trustee and of this Trust, including costs 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.

(7) 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.

(8) 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.

(9) 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.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

TO FIRST AMERICAN TITLE INSURANCE COMPANY, TRUSTEE:

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness 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 said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: _____

Please mail Deed of Trust,
Note and Reconveyance to _____

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.

PENALTY OF PERJURY FOR NOTARY SEAL

(GOVERNMENT CODE 27361.7)

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

NAME OF NOTARY: Dottie Klein

DATE COMMISSION EXPIRES: 2-4-2007

COUNTY WHERE BOND IS FILED (if applicable): Riverside

STATE WHERE BOND IS FILED: -California

COMMISSION NO.: 1398376

PLACE OF EXECUTION: COUNTY OF RIVERSIDE , STATE OF CALIFORNIA

DATE: 8-16-05

SIGNATURE: Cindy Runnell FINANCIAL TITLE
COMPANY

TYPE OR PRINT NAME: Cindy Runnells

CALIFORNIA

EXPIRES: 03-17-14

DRIVER LICENSE

CLASS: C



DONALD PATRICK HELMIK

22255 WHITELAWY CT

OSHKOSH LAKE CA 92587

SEX: M HAIR: BRN

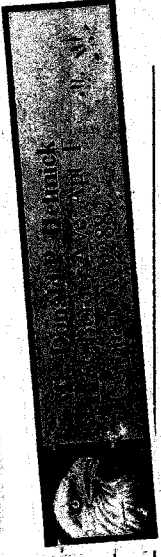
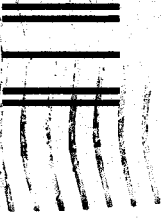
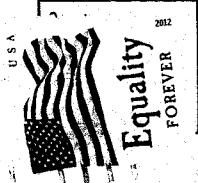
HT: 5-09 WT: 190

DOB: 03-17-36

Donald P. Helmick

03/18/1/2009 672 83/03 FD/14

1



ATTN A. Potenciano - Tax Sale Operations

ZIP CODE _____

DATE _____

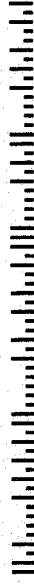
ASSESSMENT NUMBER

361205013 - 3

RIVERSIDE COUNTY TREASURER
P.O. BOX 12005
RIVERSIDE, CA 92502-2205

JUN 11 2017

RECEIVED



19 December 2013

County of Riverside
4080 Lemon Street, 4th Floor
Riverside, Ca. 92502

Attn: Jennifer Pazicni

Subject: Assessment # 361205013-3
Sites Address: 24561 Bethel St. Wildomar, Ca. 92595

RECEIVED
2013 DEC 19 PM 1:44
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

A deed of Trust with Assignments of Rents dated 08 August 2005 between Ephraim E. Benjamin and Jeff Helmick and signed on 12 August 2005 in the amount of \$41,307.00 was provided to Don Helmick and Nita P. Helmick Husband and Wife as Joint Tenants. This document was provided to Don Helmick and Nita P. Helmick for the \$41,307.00 that was loaned to Ephraim E. Benjamin and Jeff Helmick.

During the Calendar Year of 2013 Don Helmick or Nita P. Helmick ~~received any~~ ^{TH OH} ~~Payments or Funds that would reduce the amount owed of \$41,307.00.~~ ^{OH} ~~did NOT RECEIVE ANY~~

Nita P. Helmick 12/19/2013
Nita P. Helmick Date

Don Helmick 12/19/2013
Don Helmick Date
909-519-1248

See notary document attached dated
19, Dec. 2013
mej

Jurat

State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me on this 19 day of December
20 13 by Don Helmick & Nita P. Helmick

proved to me on the basis of satisfactory evidence to be the person(s) who appeared
before me.



Mary Logan
Signature

(Notary Seal)

OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

The wording of all Jurats completed in California after January 1, 2008 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

DESCRIPTION OF THE ATTACHED DOCUMENT

A deed of Trust with
(Title or description of attached document)

Assignments of Rents
(Title of attached document continued)

Number of Pages 1 Document Date 19, Dec. 2008

(Additional information)

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date that the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if sufficient area permits, otherwise complete a different jurat.
 - ♦ Additional information is not required but it could help to ensure this jurat is not misused or attached to a different document.
 - ♦ Indicate title or type of attached document, number of pages, and date.
- Securely attach this document to the signed document.

| | |
|--|---|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): MICHELLE R. PENNA ATTORNEYS FOR THE FAMILY 41870 KALMIA AVE., SUITE 125 MURRIETA, CALIFORNIA 92562 MURRIETA, CALIFORNIA 92562 TELEPHONE NO.: (951) 600-0929 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): NITA HELMICK | FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE AUG 23 2010 |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE STREET ADDRESS: 880 N. STATE STREET MAILING ADDRESS: SAME CITY AND ZIP CODE: HEMET, CALIFORNIA 92543 BRANCH NAME: FAMILY LAW DIVISION | |
| PETITIONER: NITA HELMICK | |
| RESPONDENT: DONALD HELMICK | |
| NOTICE OF ENTRY OF JUDGMENT | CASE NUMBER: SWD 016917 |

- You are notified that the following judgment was entered on (date): 8/23/10
1. Dissolution
 2. Dissolution—status only
 3. Dissolution—reserving jurisdiction over termination of marital status or domestic partnership
 4. Legal separation
 5. Nullity
 6. Parent-child relationship
 7. Judgment on reserved issues
 8. Other (specify):

Date: 8/23/10

Clerk, by Jean Carnty, Deputy

— NOTICE TO ATTORNEY OF RECORD OR PARTY WITHOUT ATTORNEY —

Under the provisions of Code of Civil Procedure section 1952, if no appeal is filed the court may order the exhibits destroyed or otherwise disposed of after 60 days from the expiration of the appeal time.

STATEMENT IN THIS BOX APPLIES ONLY TO JUDGMENT OF DISSOLUTION

Effective date of termination of marital or domestic partnership status (specify): 8/17/10
WARNING: Neither party may remarry or enter into a new domestic partnership until the effective date of the termination of marital or domestic partnership status, as shown in this box.

CLERK'S CERTIFICATE OF MAILING

I certify that I am not a party to this cause and that a true copy of the *Notice of Entry of Judgment* was mailed first class, postage fully prepaid, in a sealed envelope addressed as shown below, and that the notice was mailed

at (place): 880 N. State St Hemet, California, on (date): 8/23/10

Date: 8/23/10

Clerk, by Jean Carnty, Deputy

Name and address of petitioner or petitioner's attorney
 MICHELLE PENNA, ESQ.
 41870 KALMIA AVENUE
 SUITE 125
 MURREITA, CA 92562

Name and address of respondent or respondent's attorney
 CHRISTINE GREER, ESQ.
 31582 RAILROAD CANYON ROAD
 CANYON LAKE, CA 92587



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

MICHELLE R. PENNA
ATTORNEYS FOR THE FAMILY
41870 KALMIA AVE., SUITE 125
MURRIETA, CALIFORNIA 92562
MURRIETA, CALIFORNIA 92562

TELEPHONE NO.: (951) 600-0929 FAX NO. (Optional):

E-MAIL ADDRESS (Optional):

ATTORNEY FOR (Name): NITA HELMICK

FOR COURT USE ONLY

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

AUG 23 2010

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

STREET ADDRESS: 880 N. STATE STREET

MAILING ADDRESS: SAME

CITY AND ZIP CODE: HEMET, CALIFORNIA 92543

BRANCH NAME: FAMILY LAW DIVISION

MARRIAGE OF

PETITIONER: NITA HELMICK

RESPONDENT: DONALD HELMICK

JUDGMENT

DISSOLUTION LEGAL SEPARATION NULLITY

- Status only
- Reserving jurisdiction over termination of marital or domestic partnership status
- Judgment on reserved issues

Date marital or domestic partnership status ends: 8/17/10

CASE NUMBER:

SWD 016917

1. This judgment contains personal conduct restraining orders modifies existing restraining orders. The restraining orders are contained on page(s) _____ of the attachment. They expire on (date): _____
2. This proceeding was heard as follows: Default or uncontested By declaration under Family Code section 2336 Contested
 - a. Date: _____ Dept.: _____ Room: _____
 - b. Judicial officer (name): _____ Temporary judge
 - c. Petitioner present in court Attorney present in court (name): _____
 - d. Respondent present in court Attorney present in court (name): _____
 - e. Claimant present in court (name): _____ Attorney present in court (name): _____
 - f. Other (specify name): _____
3. The court acquired jurisdiction of the respondent on (date): 02/12/09
 - a. The respondent was served with process.
 - b. The respondent appeared.

THE COURT ORDERS, GOOD CAUSE APPEARING

4. a. Judgment of dissolution is entered. Marital or domestic partnership status is terminated and the parties are restored to the status of single persons
 - (1) on (specify date): 8/17/10
 - (2) on a date to be determined on noticed motion of either party or on stipulation.
- b. Judgment of legal separation is entered.
- c. Judgment of nullity is entered. The parties are declared to be single persons on the ground of (specify): _____
- d. This judgment will be entered nunc pro tunc as of (date): _____
- e. Judgment on reserved issues.
- f. The petitioner's respondent's former name is restored to (specify): _____
- g. Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below.
- h. This judgment contains provisions for child support or family support. Each party must complete and file with the court a *Child Support Case Registry Form* (form FL-191) within 10 days of the date of this judgment. The parents must notify the court of any change in the information submitted within 10 days of the change, by filing an updated form. The *Notice of Rights and Responsibilities—Health Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order* (form FL-192) is attached.

CASE NAME (Last name, first name of each party): HELMICK, NITA AND DONALD

CASE NUMBER:
SWD 016917

4. (Cont'd.)

- i. A settlement agreement between the parties is attached.
- j. A written stipulation for judgment between the parties is attached.
- k. The children of this marriage or domestic partnership.

(1) The children of this marriage or domestic partnership are:

| | |
|------|-----------|
| Name | Birthdate |
|------|-----------|

(2) Parentage is established for children of this relationship born prior to the marriage or domestic partnership.

- l. Child custody and visitation are ordered as set forth in the attached
 - (1) settlement agreement, stipulation for judgment, or other written agreement.
 - (2) *Child Custody and Visitation Order Attachment* (form FL-341).
 - (3) *Stipulation and Order for Custody and/or Visitation of Children* (form FL-355).
 - (4) other (specify):

- m. Child support is ordered as set forth in the attached
 - (1) settlement agreement, stipulation for judgment, or other written agreement.
 - (2) *Child Support Information and Order Attachment* (form FL-342).
 - (3) *Stipulation to Establish or Modify Child Support and Order* (form FL-350).
 - (4) other (specify):

- n. Spousal or partner support is ordered as set forth in the attached
 - (1) settlement agreement, stipulation for judgment, or other written agreement.
 - (2) *Spousal, Partner, or Family Support Order Attachment* (form FL-343).
 - (3) other (specify):

NOTICE: It is the goal of this state that each party will make reasonable good faith efforts to become self-supporting as provided for in Family Code section 4320. The failure to make reasonable good faith efforts may be one of the factors considered by the court as a basis for modifying or terminating spousal or partner support.

- o. Property division is ordered as set forth in the attached
 - (1) settlement agreement, stipulation for judgment, or other written agreement.
 - (2) *Property Order Attachment to Judgment* (form FL-345).
 - (3) other (specify):

p. Other (specify): SEE STIPULATED JUDGMENT ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

Each attachment to this judgment is incorporated into this judgment, and the parties are ordered to comply with each attachment's provisions.

Jurisdiction is reserved to make other orders necessary to carry out this judgment.

Date: _____XX

JUDICIAL OFFICER

5. Number of pages attached: -9-

SIGNATURE FOLLOWS LAST ATTACHMENT

NOTICE

Dissolution or legal separation may automatically cancel the rights of a spouse or domestic partner under the other spouse's or domestic partner's will, trust, retirement plan, power of attorney, pay-on-death bank account, transfer-on-death vehicle registration, survivorship rights to any property owned in joint tenancy, and any other similar thing. It does not automatically cancel the rights of a spouse or domestic partner as beneficiary of the other spouse's or domestic partner's life insurance policy. You should review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement plans, and credit reports, to determine whether they should be changed or whether you should take any other actions.

A debt or obligation may be assigned to one party as part of the dissolution of property and debts, but if that party does not pay the debt or obligation, the creditor may be able to collect from the other party.

An earnings assignment may be issued without additional proof if child, family, partner, or spousal support is ordered.

Any party required to pay support must pay interest on overdue amounts at the "legal rate," which is currently 10 percent.

3 The parties hereto enter into this Stipulated Judgment and make it effective as of
4 May 1, 2010. The parties to this Settlement Agreement are hereinafter referred to as Petitioner, NITA
5 HELMICK and Respondent, DONALD HELMICK, hereinafter referred to as Respondent. The parties
6 hereby voluntarily and mutually agree as follows:

7 **STATISTICAL INFORMATION**

8 A. The parties were married on May 1, 1970 and separated on January 29, 2009. Therefore,
9 the parties were married for a period of thirty-eight (38) years, eight (8) months.

10 B. There are no minor children of this marriage.

11 C. Irreconcilable differences have arisen between the parties and these differences have led
12 to an irremediable breakdown of their marriage. The parties have separated and agreed to live free from
13 any interference by the other.

14 D. The parties have not resumed their marital relationship since the date of separation.

15 **PURPOSE OF THIS SETTLEMENT AGREEMENT**

16 The purpose of this Stipulated Judgment is to make a final and complete settlement of the parties
17 rights and obligations pertaining to:

18 A. Identification and designation of their respective separate properties and separate
19 obligations;

20 B. Identification and division of their community or co-owned property and community or
21 joint obligations;

22 C. and Spousal Support.

23 **SEPARATE LIVES HEREAFTER**

24 The parties hereto shall live separate and apart and except for the duties and obligations imposed
25 and assumed under this agreement, each shall be free from interference, authority, and control of the
26 other as fully as though he or she were single and unmarried, and each may conduct, carry on, and

1 engage in any employment, profession, business, or trade which to him or her may seem advisable for
2 his or her own use or benefit without, and free from, any control, restraint, or interference, direct or
3 indirect, by the other party and in all respects as if each were unmarried.

4 JUDICIAL ACTION

5 Either party, without further notice to the other, may hereafter obtain a Judgment of Dissolution
6 of Marriage by declaration pursuant to Family Code Section 2336 or by personal appearance on the
7 uncontested calendar. This matter may be tried by a commissioner sitting as a temporary judge.

8 WAIVERS

9 With regard to this Stipulated Judgment, the parties waive a statement of decision, the right to
10 a new trial, the right to petition for a rehearing, the right to appeal and any rights under the Soldiers and
11 Sailors Civil Relief Act of 1940, as amended.

12 SPOUSAL SUPPORT

13 Respondent shall pay to Petitioner the sum of \$400.00.00 per month as and for spousal support.
14 Said support shall commence on February 15, 2010 and is payable on the first (1st) of the month until
15 the death of either party, the remarriage of Petitioner or until further order of the court, whichever occurs
16 first. Respondent owes \$1800.00 in spousal support arrears. Said arrears shall be paid by Respondent
17 to Petitioner on or before July 1, 2010.

18 DIVISION OF COMMUNITY ASSETS AND OBLIGATIONS

19 1. **Compliance with Family Code Section 1100:** The parties hereby warrant that each has
20 made a full disclosure to the other of all material facts and information regarding existence,
21 characterization, and valuation of all assets in which the community has or may have an interest and
22 debts for which the community is or may be liable; and has provided equal access to all information,
23 records, and books that pertain to the value and character of those assets and debts. The below division
24 is based upon the values each party has considered and agreed upon in the course of negotiating their
25 agreements.
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- c. His personal effects;
- d. 2006 Chevrolet HHR vehicle;
- e. Any debts held solely in his name.
- f. The residence located at 22266 Whirlaway Court, Canyon Lake, California;
- g. 1987 Sea Ray Boat;
- h. 2001 Club Car golf cart;
- i. A total of \$126,475 of the IRAs with Merrill Lynch, account number [REDACTED] Janus Funds, account number [REDACTED] and Weitz IRA, account number 25077 ;
- j. The promissory note owed by Brian Neal;
- k. The promissory note owed by William and Deborah Boddy;
- l. The promissory note owed by Robert and Rachele Russo;
- m. The Boeing retirement income;
- n. The CitiGold Aadvantage card with approximate balance of \$1320.00;
- o. One-half the 2009 State and Federal tax refund.

6. Any funds in the combined Merrill Lynch, Janus and Weitz accounts in excess of the \$315,672 divided herein shall be equally divided between the parties.

7. The parties shall execute and deliver to the other upon request any legal instrument, document of title or other documents for a transfer of interest which may be necessary to carry out the division of property or confirmation of property set forth herein. In the event that a Party fails to execute an appropriate document after being reasonably requested to do so the demanding party may seek ex parte relief to have the Court Clerk execute instead and in place of the refusing party.

DISCLAIMER OF REPRESENTATION RE: VALUE

The parties have acquired various personal and real properties of speculative value. It is

[REDACTED]

[REDACTED]

1 understood by the parties that neither party makes any representations to the other as to the value of any
2 property, community or separate, and each party relies upon his or her own investigation and judgment
3 with respect to the value of all property.
4

5 **TAX DOCUMENTATION**

6 Each party shall forward to the other a copy of any tax deficiency notice or other
7 correspondence or documentation received from any Federal, State or local taxing authority relating to
8 any joint returns. Each party agrees to cooperate fully with the other and to execute any document
9 reasonably requested by the other, and to furnish information and testimony with respect to any tax
10 liability asserted by taxing authorities on any joint return.
11

12 A party shall reimburse the other party for all damages and costs incurred as a result of a party's
13 failure to abide by the terms of this Section, including reasonable attorney's fees and costs accountant's
14 fees, whether incurred in defending an action by the taxing authorities, or in enforcing the provisions
15 of this section.
16

17 If the parties elect to file joint tax returns, any refund shall be divided equally between the parties.

18 **ADVISEMENT**

19 Each party acknowledges hereby being (1) advised to consider the immediate drafting and
20 execution of a new Will, and (2) to review all property rights and employment benefits which have
21 survivorship or inheritance factors (such as life insurance, pensions, inter vivos trusts, joint tenancy real
22 and personal property, and bank accounts), all to ensure that said Will and said rights and benefits
23 accurately reflect the current desires of such party to this Settlement Agreement.
24

25 **HOLD HARMLESS PROVISION**

1 In the event that a party to this Settlement Agreement is required to pay and hold the other party
2 harmless from some debt, and such party fails to hold the other party harmless from such debt, then the
3 other party may pay some or all of such debt and deduct said payment from any monies owed by the
4 other party to the party who breached the aforesaid covenant to hold the other party harmless. A party
5 shall not, however, pay such a debt without first advising the other in writing of the intention to do so
6 and waiting seven (7) days from the date such notice is given. Furthermore, the set off provided for
7 herein shall not be allowed with regard to any claim or demand as to which within the seven (7) day
8 period the other party represents in a writing delivered to the other party that a legal defense exists,
9 unless and until the asserted legal defense is decided or settled adversely to that party. This remedy is
10 declared to be cumulative of the rights at law of the other party, and not exclusive.
11
12

13 **ACQUISITION OF REAL PROPERTY**

14 Pending the termination of the parties marital status, each party shall sign any quitclaim deeds
15 reasonably requested by the other, thereby allowing the requesting party to obtain any newly acquired
16 real property as their sole and separate property.
17

18 **TERMINATION OF JOINT TENANCIES**

19 Effective as soon as both parties have signed this Settlement Agreement, any and all joint tenancy
20 ownerships (with right of direct survivorship) between the parties are terminated. The parties shall
21 hereafter own said assets as tenants in common. This section applies to all ownerships including, but
22 not limited to, real property, vehicles or institutional accounts. Upon execution of this Settlement
23 Agreement and without regard to record title status, each party waives all rights of direct survivorship
24 from the other party hereto.
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MUTUAL RELEASES

A. Except as otherwise expressly provided in this Settlement Agreement or in any written agreement entered into contemporaneously herewith, each party releases the other and the other's successors, from any and all liabilities, debts or obligations and from any and all claims and demands, it being understood that by this Settlement Agreement, Petitioner and Respondent intend to settle all aspects of their respective property rights.

B. Respondent warrants to Petitioner that he has not incurred, and he covenants that he shall not incur, any liability or obligation for which Petitioner is or may be liable, with the exception of the obligations identified in this Settlement Agreement. Respondent covenants, except as may be expressly provided otherwise in this Settlement Agreement, that if any claim, action or proceeding shall hereafter be brought seeking to hold Petitioner liable on account of any of Respondent's debts, liabilities, acts or omissions, Respondent shall, at his sole expense, defend Petitioner against any such claim or demand (whether or not well-founded) and that Respondent shall indemnify and hold Petitioner free and harmless from all costs, expenses and liabilities in connection therewith, including attorney's fees and costs incurred by Petitioner in defending or responding to any collection action.

C. Petitioner warrants to Respondent that she has not incurred, and she covenants that she shall not incur, any liability or obligation for which Respondent is or may be liable, with the exception of the obligations identified in this Settlement Agreement. Petitioner covenants, except as may be expressly provided otherwise in this Settlement Agreement, that if any claim, action or proceeding shall hereafter be brought seeking to hold Respondent liable on account of any of Petitioner's debts, liabilities, acts or omissions, Petitioner shall, at her sole expense, defend Respondent against any such claim or

1 demand (whether or not well-founded) and that Petitioner shall indemnify and hold Respondent free and
2 harmless from all costs, expenses and liabilities in connection therewith, including attorney's fees and
3 costs incurred by Respondent in defending or responding to any collection action.
4

5 **RESERVATION OF JURISDICTION**

6 In this Settlement Agreement, there shall be reserved to the Riverside County Superior Court,
7 in addition to the jurisdiction specifically mentioned elsewhere in this Settlement Agreement, the
8 jurisdiction to:

- 9
- 10 A. Supervise the payment of any obligation ordered paid or allocated in this Settlement
11 Agreement;
 - 12 B. Supervise the division of assets as agreed in this Settlement Agreement;
 - 13 C. Supervise the execution of any documents required or reasonably necessary to carry out
14 the terms of this Settlement Agreement; and
 - 15 D. Supervise the overall enforcement of this Settlement Agreement.
16

17 **RECONCILIATION**

18 Any reconciliation between the parties shall not cancel, terminate or modify the force of effect
19 of any provision of the Settlement Agreement dealing with the asset or obligations of either party, unless
20 the parties agree to the contrary in writing.
21

22 **REPRESENTATION BY COUNSEL AND KNOWLEDGE OF AGREEMENT**

23 Petitioner acknowledges that she has retained attorney, Michelle R. Penna to represent her in
24 connection with the Dissolution of Marriage proceeding and with the negotiation and preparation of
25 this Settlement Agreement. Respondent acknowledges that he has retained, attorney, Christine Greer
26

1 to represent him in connection with the Dissolution of Marriage proceeding

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ACKNOWLEDGMENTS

A. Each party to the Settlement Agreement acknowledges and declares that he or she respectively:

1. Each party is fully and completely informed as to the facts relating to the subject matter of this Settlement Agreement, and as to the rights and liabilities of both parties;

2. Each party enters into this Settlement Agreement voluntarily, free from fraud, undue influence, coercion or duress of any kind;

3. Each party has given careful and mature thought to the making of this Settlement Agreement; and

4. Each party fully and completely understands the legal effect of each provision of this Settlement Agreement.

Dated: Nita Helmick ^{5/24/10}
Nita Helmick, Petitioner
Via Fax, Original Attached

Dated: Michelle Penna ⁵⁻²¹⁻¹⁰
Michelle Penna, Attorney for Petitioner
Via Fax, Original Attached 5.10

Dated: Donald Helmick ^{6/3/10}
Donald Helmick, Respondent

Dated: Christine Greer
Christine Greer, Attorney for Respondent

IT IS SO ORDERED:

Dated: 8-17-10

[Signature]
JUDGE OF THE SUPERIOR COURT

1 to represent him in connection with the Dissolution of Marriage proceeding

2
3
4 **ACKNOWLEDGMENTS**

5 A. Each party to the Settlement Agreement acknowledges and declares that he or she
6 respectively:

7 1. Each party is fully and completely informed as to the facts relating to the subject
8 matter of this Settlement Agreement, and as to the rights and liabilities of both parties;

9 2. Each party enters into this Settlement Agreement voluntarily, free from
10 fraud, undue influence, coercion or duress of any kind;

11 3. Each party has given careful and mature thought to the making of this Settlement
12 Agreement; and

13 4. Each party fully and completely understands the legal effect of each provision of
14 this Settlement Agreement.

15
16 Dated: Nita Helmick ^{5/24/10} Dated: Michelle Penna ⁵⁻²¹⁻¹⁰
17 Nita Helmick, Petitioner Michelle Penna, Attorney for Petitioner

18
19 Dated: see attached Dated: see attached
20 Donald Helmick, Respondent Christine Greer, Attorney for Respondent

21
22 **IT IS SO ORDERED:**

23
24 Dated: _____
25 **JUDGE OF THE SUPERIOR COURT**

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

RECEIVED
2012 JUN 12 PM 1:43
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 192 Item 389 Assessment No.: 361205013-3

Assessee: BENJAMIN, EPHRAIM E & HELMICK, JEFF

Situs: 24561 BETHEL ST WILDOMAR

Date Sold: March 20, 2012

Date Deed to Purchaser Recorded: May 11, 2012

Final Date to Submit Claim: May 13, 2013

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ _____ 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. 282571848; recorded on 8/17/2005. 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 10TH day of JUNE, 2012 at RIVERSIDE, CALIF.
County, State

Nita P. Helmick
Signature of Claimant

Signature of Claimant

NITA P. HELMICK
Print Name

Print Name

28175 WINDSALE CT.
Street Address

Street Address

MENIFEE, CA. 92584
City, State, Zip

City, State, Zip

(714)360-8455
Phone Number

Phone Number

AP

RECORDING REQUESTED BY

FINANCIAL TITLE COMPANY

WHEN RECORDED MAIL TO

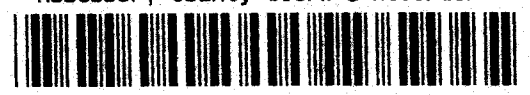
Don Helmick

22266 Whirlaway Court

Canyon Lake, Ca 92587 00144828-MT1

TRA# 054-038

A.P.No.361-205-013-3



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| A | R | L | | | COPY | LONG | REFUND | NCHG | EXAM |

32



DEED OF TRUST WITH ASSIGNMENT OF RENTS

SEPARATE PAGE PURSUANT TO GOVT CODE 27361.6

and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

| COUNTY | BOOK | PAGE | COUNTY | BOOK | PAGE | COUNTY | BOOK | PAGE | COUNTY | BOOK | PAGE |
|--------------|------|--------|-------------|--------|------|--------------------|-------|--------|------------|------|------|
| Alameda | 1288 | 556 | Kings | 858 | 713 | Placer | 1028 | 379 | Sierra | 38 | 187 |
| Alpine | 3 | 130-31 | Lake | 437 | 110 | Plumas | 166 | 1307 | Siskiyou | 506 | 762 |
| Amador | 133 | 438 | Lassen | 192 | 367 | Riverside | 3778 | 347 | Solano | 1287 | 621 |
| Butte | 1330 | 513 | Los Angeles | T-3878 | 874 | Sacramento | 5039 | 124 | Sonoma | 2067 | 427 |
| Calaveras | 185 | 338 | Madera | 911 | 136 | San Benito | 300 | 405 | Stanislaus | 1970 | 56 |
| Colusa | 323 | 391 | Marin | 1849 | 122 | San Bernardino | 6213 | 768 | Sutter | 655 | 585 |
| Contra Costa | 4684 | 1 | Mariposa | 90 | 453 | San Francisco | A-804 | 596 | Tehama | 457 | 183 |
| Del Norte | 101 | 549 | Mendocino | 667 | 99 | San Joaquin | 2855 | 283 | Trinity | 108 | 595 |
| El Dorado | 704 | 635 | Merced | 1660 | 753 | San Luis Obispo | 1311 | 137 | Tulare | 2530 | 108 |
| Fresno | 5052 | 623 | Modoc | 191 | 93 | San Mateo | 4778 | 175 | Tuolumne | 177 | 160 |
| Glenn | 469 | 76 | Mono | 69 | 302 | Santa Barbara | 2065 | 881 | Ventura | 2607 | 237 |
| Humboldt | 801 | 83 | Monterey | 357 | 239 | Santa Clara | 6626 | 664 | Yolo | 769 | 16 |
| Imperial | 1189 | 701 | Napa | 704 | 742 | Santa Cruz | 1638 | 607 | Yuba | 398 | 693 |
| Inyo | 165 | 672 | Nevada | 363 | 94 | Shasta | 800 | 633 | | | |
| Kern | 3756 | 690 | Orange | 7182 | 18 | San Diego SERIES 5 | 1964 | 149774 | | | |

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

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

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF CALIFORNIA }
 COUNTY OF Riverside } ss.

On August 12, 2005 before me,
~~Dottie Klein, notary public~~
 personally appeared Ephraim E. Benjamin
~~and Jeff Helmick~~
 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.

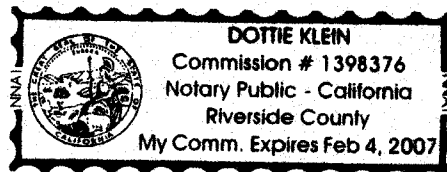
Signature of Trustor

 EPHRAIM E. BENJAMIN
Signature of Witness

 JEFF HELMICK

WITNESS my hand and official seal.

Signature *[Signature]*



(This area for official notarial seal)

(Continued on Page 3)

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. 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 therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

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

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

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

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

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law 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.

B. It is mutually agreed:

(1) 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 monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

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

(3) That at any time or from time to time, without liability therefor 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 plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose 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 as conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

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

(6) 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 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

(Continued on Page 4)

1158 (1/94)
Page 3 of 4

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.

**DEED OF TRUST
WITH POWER OF SALE**

First American
Title Insurance
Company
TRUSTEE



1192 (1/94)
(Page 4 of 4)

After deducting all costs, fees and expenses of Trustee and of this Trust, including costs 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.

(7) 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.

(8) 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.

(9) 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.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

TO FIRST AMERICAN TITLE INSURANCE COMPANY, TRUSTEE:

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness 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 said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: _____

Please mail Deed of Trust,
Note and Reconveyance to _____

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.

PENALTY OF PERJURY FOR NOTARY SEAL

(GOVERNMENT CODE 27361.7)

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

NAME OF NOTARY: Dottie Klein

DATE COMMISSION EXPIRES: 2-4-2007

COUNTY WHERE BOND IS FILED (if applicable): Riverside

STATE WHERE BOND IS FILED: -California

COMMISSION NO.: 1398376

PLACE OF EXECUTION: COUNTY OF RIVERSIDE , STATE OF CALIFORNIA

DATE: 8-16-05

SIGNATURE: Cindy Runnells FINANCIAL TITLE
COMPANY

TYPE OR PRINT NAME: Cindy Runnells

DMV CALIFORNIA DMV

DRIVER LICENSE

EXPIRES 10-10-13

CLASS: C



NITA PAULINE HELMICK
22266 WHIRLAWAY CT
CANYON LAKE CA 92587

SEX: F HAIR: BRN
HT: 5-02 WT: 125

EYES: BLU
DOB: 10-10-41

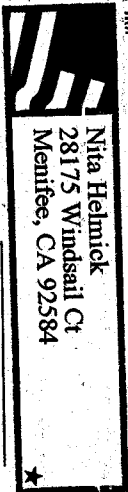
RSTR: CORR LENS

DONOR

Nita P. Helmick

09/11/2008 235 RB FD/13

—



FROM

Nita Helmick
28175 Windsail Ct
Menifee, CA 92584

ATTN: A. Potenciano - Tax Sale Operations

DATE 6/10/12

ASSESSMENT NUMBER

361205013 - 3

SAN BERNARDINO CA 924

JUN 20 2012 PM 2 11

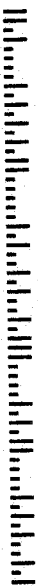


TREASURER-TAX COLLECTOR

JUN 12 2012

RECEIVED

RIVERSIDE COUNTY TREASURER
P.O. BOX 12005
RIVERSIDE, CA 92502-2205



19 December 2013

County of Riverside
4080 Lemon Street, 4th Floor
Riverside, Ca. 92502

Attn: Jennifer Pazicni

Subject: Assessment # 361205013-3
Sites Address: 24561 Bethel St. Wildomar, Ca. 92595

RECEIVED
2013 DEC 19 PM 1:44
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

A deed of Trust with Assignments of Rents dated 08 August 2005 between Ephraim E. Benjamin and Jeff Helmick and signed on 12 August 2005 in the amount of \$41,307.00 was provided to Don Helmick and Nita P. Helmick Husband and Wife as Joint Tenants. This document was provided to Don Helmick and Nita P. Helmick for the \$41,307.00 that was loaned to Ephraim E. Benjamin and Jeff Helmick.

During the Calendar Year of 2013 Don Helmick or Nita P. Helmick ~~received any~~ Payments or Funds that would reduce the amount owed of \$41,307.00.

TH
OH
DID NOT RECEIVE ANY

Nita P. Helmick 12/19/2013
Nita P. Helmick Date

Don Helmick 12/19/2013
Don Helmick Date
909-519-1248

See notary document attached dated
19, Dec. 2013
Mef

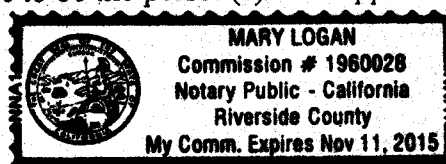
Jurat

State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me on this 19 day of December
20 13 by Don Helmick & Nita P. Helmick

proved to me on the basis of satisfactory evidence to be the person(s) who appeared
before me.



Mary Logan
Signature

(Notary Seal)

OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

The wording of all Jurats completed in California after January 1, 2008 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

DESCRIPTION OF THE ATTACHED DOCUMENT

A deed of Trust with
(Title or description of attached document)

Assignments of Rents
(Title of attached document continued)

Number of Pages 1 Document Date 19 Dec. 2008

(Additional information)

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date that the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if sufficient area permits, otherwise complete a different jurat.
 - ♦ Additional information is not required but it could help to ensure this jurat is not misused or attached to a different document.
 - ♦ Indicate title or type of attached document, number of pages, and date.
- Securely attach this document to the signed document.

| | |
|---|---|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): MICHELLE R. PENNA ATTORNEYS FOR THE FAMILY 41870 KALMIA AVE., SUITE 125 MURRIETA, CALIFORNIA 92562 MURRIETA, CALIFORNIA 92562 TELEPHONE NO.: (951) 600-0929 FAX NO. (Optional): E-MAIL ADDRESS (Optional): | FOR COURT USE ONLY <div style="text-align: center;"> FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE AUG 23 2010 </div> |
| ATTORNEY FOR (Name): NITA HELMICK SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE STREET ADDRESS: 880 N. STATE STREET MAILING ADDRESS: SAME CITY AND ZIP CODE: HEMET, CALIFORNIA 92543 BRANCH NAME: FAMILY LAW DIVISION | |
| PETITIONER: NITA HELMICK RESPONDENT: DONALD HELMICK | |
| <div style="display: flex; justify-content: space-between;"> NOTICE OF ENTRY OF JUDGMENT CASE NUMBER: SWD 016917 </div> | |

You are notified that the following judgment was entered on (date): 8/23/10

1. Dissolution
2. Dissolution—status only
3. Dissolution—reserving jurisdiction over termination of marital status or domestic partnership
4. Legal separation
5. Nullity
6. Parent-child relationship
7. Judgment on reserved issues
8. Other (specify):

Date: 8/23/10

Clerk, by Jean County, Deputy

— NOTICE TO ATTORNEY OF RECORD OR PARTY WITHOUT ATTORNEY —

Under the provisions of Code of Civil Procedure section 1952, if no appeal is filed the court may order the exhibits destroyed or otherwise disposed of after 60 days from the expiration of the appeal time.

STATEMENT IN THIS BOX APPLIES ONLY TO JUDGMENT OF DISSOLUTION

Effective date of termination of marital or domestic partnership status (specify): 8/17/10

WARNING: Neither party may remarry or enter into a new domestic partnership until the effective date of the termination of marital or domestic partnership status, as shown in this box.

CLERK'S CERTIFICATE OF MAILING

I certify that I am not a party to this cause and that a true copy of the *Notice of Entry of Judgment* was mailed first class, postage fully prepaid, in a sealed envelope addressed as shown below, and that the notice was mailed

at (place): 880 N. State St Hemet, California, on (date): 8/23/10

Date: 8/23/10

Clerk, by Jean County, Deputy

Name and address of petitioner or petitioner's attorney

MICHELLE PENNA, ESQ.
 41870 KALMIA AVENUE
 SUITE 125
 MURREITA, CA 92562

Name and address of respondent or respondent's attorney

CHRISTINE GREER, ESQ.
 31582 RAILROAD CANYON ROAD
 CANYON LAKE, CA 92587

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

FOR COURT USE ONLY

MICHELLE R. PENNA
ATTORNEYS FOR THE FAMILY
41870 KALMIA AVE., SUITE 125
MURRIETA, CALIFORNIA 92562
MURRIETA, CALIFORNIA 92562
TELEPHONE NO.: (951) 600-0929 FAX NO. (Optional):

E-MAIL ADDRESS (Optional):

ATTORNEY FOR (Name): NITA HELMICK

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

STREET ADDRESS: 880 N. STATE STREET

MAILING ADDRESS: SAME

CITY AND ZIP CODE: HEMET, CALIFORNIA 92543

BRANCH NAME: FAMILY LAW DIVISION

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

AUG 23 2010

MARRIAGE OF

PETITIONER: NITA HELMICK

RESPONDENT: DONALD HELMICK

JUDGMENT

DISSOLUTION LEGAL SEPARATION NULLITY

Status only

Reserving jurisdiction over termination of marital or domestic partnership status

Judgment on reserved issues

Date marital or domestic partnership status ends: 8/17/10

CASE NUMBER:

SWD 016917

1. This judgment contains personal conduct restraining orders modifies existing restraining orders.
The restraining orders are contained on page(s) of the attachment. They expire on (date):

2. This proceeding was heard as follows: Default or uncontested By declaration under Family Code section 2336

Contested

a. Date:

Dept.:

Room:

b. Judicial officer (name):

Temporary judge

c. Petitioner present in court

Attorney present in court (name):

d. Respondent present in court

Attorney present in court (name):

e. Claimant present in court (name):

Attorney present in court (name):

f. Other (specify name):

3. The court acquired jurisdiction of the respondent on (date): 02/12/09

a. The respondent was served with process.

b. The respondent appeared.

THE COURT ORDERS, GOOD CAUSE APPEARING

4. a. Judgment of dissolution is entered. Marital or domestic partnership status is terminated and the parties are restored to the status of single persons

(1) on (specify date): 8/17/10

(2) on a date to be determined on noticed motion of either party or on stipulation.

b. Judgment of legal separation is entered.

c. Judgment of nullity is entered. The parties are declared to be single persons on the ground of (specify):

d. This judgment will be entered nunc pro tunc as of (date):

e. Judgment on reserved issues.

f. The petitioner's respondent's former name is restored to (specify):

g. Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below.

h. This judgment contains provisions for child support or family support. Each party must complete and file with the court a Child Support Case Registry Form (form FL-191) within 10 days of the date of this judgment. The parents must notify the court of any change in the information submitted within 10 days of the change, by filing an updated form. The Notice of Rights and Responsibilities—Health Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order (form FL-192) is attached.

CASE NAME (Last name, first name of each party): HELMICK, NITA AND DONALD

CASE NUMBER:
SWD 016917

4. (Cont'd.)

- i. A settlement agreement between the parties is attached.
- j. A written stipulation for judgment between the parties is attached.
- k. The children of this marriage or domestic partnership.
 - (1) The children of this marriage or domestic partnership are:

| | |
|------|-----------|
| Name | Birthdate |
|------|-----------|
 - (2) Parentage is established for children of this relationship born prior to the marriage or domestic partnership.

- l. Child custody and visitation are ordered as set forth in the attached
 - (1) settlement agreement, stipulation for judgment, or other written agreement.
 - (2) *Child Custody and Visitation Order Attachment* (form FL-341).
 - (3) *Stipulation and Order for Custody and/or Visitation of Children* (form FL-355).
 - (4) other (specify):

- m. Child support is ordered as set forth in the attached
 - (1) settlement agreement, stipulation for judgment, or other written agreement.
 - (2) *Child Support Information and Order Attachment* (form FL-342).
 - (3) *Stipulation to Establish or Modify Child Support and Order* (form FL-350).
 - (4) other (specify):

- n. Spousal or partner support is ordered as set forth in the attached
 - (1) settlement agreement, stipulation for judgment, or other written agreement.
 - (2) *Spousal, Partner, or Family Support Order Attachment* (form FL-343).
 - (3) other (specify):

NOTICE: It is the goal of this state that each party will make reasonable good faith efforts to become self-supporting as provided for in Family Code section 4320. The failure to make reasonable good faith efforts may be one of the factors considered by the court as a basis for modifying or terminating spousal or partner support.

- o. Property division is ordered as set forth in the attached
 - (1) settlement agreement, stipulation for judgment, or other written agreement.
 - (2) *Property Order Attachment to Judgment* (form FL-345).
 - (3) other (specify):

p. Other (specify): SEE STIPULATED JUDGMENT ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

Each attachment to this judgment is incorporated into this judgment, and the parties are ordered to comply with each attachment's provisions.

Jurisdiction is reserved to make other orders necessary to carry out this judgment.

Date: _____XX

5. Number of pages attached: -9-

JUDICIAL OFFICER
 SIGNATURE FOLLOWS LAST ATTACHMENT

NOTICE

Dissolution or legal separation may automatically cancel the rights of a spouse or domestic partner under the other spouse's or domestic partner's will, trust, retirement plan, power of attorney, pay-on-death bank account, transfer-on-death vehicle registration, survivorship rights to any property owned in joint tenancy, and any other similar thing. It does not automatically cancel the rights of a spouse or domestic partner as beneficiary of the other spouse's or domestic partner's life insurance policy. You should review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement plans, and credit reports, to determine whether they should be changed or whether you should take any other actions.

A debt or obligation may be assigned to one party as part of the dissolution of property and debts, but if that party does not pay the debt or obligation, the creditor may be able to collect from the other party.

An earnings assignment may be issued without additional proof if child, family, partner, or spousal support is ordered.

Any party required to pay support must pay interest on overdue amounts at the "legal rate," which is currently 10 percent.

3 The parties hereto enter into this Stipulated Judgment and make it effective as of
4 May 1, 2010. The parties to this Settlement Agreement are hereinafter referred to as Petitioner, NITA
5 HELMICK and Respondent, DONALD HELMICK, hereinafter referred to as Respondent. The parties
6 hereby voluntarily and mutually agree as follows:

7 **STATISTICAL INFORMATION**

8 A. The parties were married on May 1, 1970 and separated on January 29, 2009. Therefore,
9 the parties were married for a period of thirty-eight (38) years, eight (8) months.

10 B. There are no minor children of this marriage.

11 C. Irreconcilable differences have arisen between the parties and these differences have led
12 to an irremediable breakdown of their marriage. The parties have separated and agreed to live free from
13 any interference by the other.

14 D. The parties have not resumed their marital relationship since the date of separation.

15 **PURPOSE OF THIS SETTLEMENT AGREEMENT**

16 The purpose of this Stipulated Judgment is to make a final and complete settlement of the parties
17 rights and obligations pertaining to:

18 A. Identification and designation of their respective separate properties and separate
19 obligations;

20 B. Identification and division of their community or co-owned property and community or
21 joint obligations;

22 C. and Spousal Support.

23 **SEPARATE LIVES HEREAFTER**

24 The parties hereto shall live separate and apart and except for the duties and obligations imposed
25 and assumed under this agreement, each shall be free from interference, authority, and control of the
26 other as fully as though he or she were single and unmarried, and each may conduct, carry on, and
27

1 engage in any employment, profession, business, or trade which to him or her may seem advisable for
2 his or her own use or benefit without, and free from, any control, restraint, or interference, direct or
3 indirect, by the other party and in all respects as if each were unmarried.

4 JUDICIAL ACTION

5 Either party, without further notice to the other, may hereafter obtain a Judgment of Dissolution
6 of Marriage by declaration pursuant to Family Code Section 2336 or by personal appearance on the
7 uncontested calendar. This matter may be tried by a commissioner sitting as a temporary judge.

8 WAIVERS

9 With regard to this Stipulated Judgment, the parties waive a statement of decision, the right to
10 a new trial, the right to petition for a rehearing, the right to appeal and any rights under the Soldiers and
11 Sailors Civil Relief Act of 1940, as amended.

12 SPOUSAL SUPPORT

13 Respondent shall pay to Petitioner the sum of \$400.00.00 per month as and for spousal support.
14 Said support shall commence on February 15, 2010 and is payable on the first (1st) of the month until
15 the death of either party, the remarriage of Petitioner or until further order of the court, whichever occurs
16 first. Respondent owes \$1800.00 in spousal support arrears. Said arrears shall be paid by Respondent
17 to Petitioner on or before July 1, 2010.

18 DIVISION OF COMMUNITY ASSETS AND OBLIGATIONS

19 1. **Compliance with Family Code Section 1100:** The parties hereby warrant that each has
20 made a full disclosure to the other of all material facts and information regarding existence,
21 characterization, and valuation of all assets in which the community has or may have an interest and
22 debts for which the community is or may be liable; and has provided equal access to all information,
23 records, and books that pertain to the value and character of those assets and debts. The below division
24 is based upon the values each party has considered and agreed upon in the course of negotiating their
25 agreements.
26

1 2. The parties stipulate to a mutual waiver of the requirements for Family Code Section
2 2106(a) concerning the final declaration of disclosure. Both parties have complied with Family Code
3 Section 2104 and the preliminary declarations of disclosure have been completed and exchanged. Both
4 parties have completed and exchanged a current income and expense declaration. This waiver is
5 knowingly, intelligently, and voluntarily entered into by each of the parties. Each party understands that
6 by signing the waiver, he or she may be affecting his or her ability to have the judgment set aside as
7 provided by law.

8 The parties agree to the following division:

9 3. Petitioner is awarded and Respondent agrees to transfer, assign, and set over to Petitioner,
10 the following community property assets and debts, subject to all existing encumbrances thereon, if any,
11 which Petitioner shall pay and hold Respondent free and harmless therefrom;

- 12 a. All furniture and furnishings in her possession except as otherwise allocated
13 herein;
- 14 b. Any and all checking, savings and deposit accounts held in her name alone;
- 15 c. Her personal effects;
- 16 d. \$189,197 of the IRA account with Merrill Lynch account number, account
17 number XXXXXXXXXX
- 18 e. The residence located at 31200 Landau, Unit 2711, Cathedral City, California;
- 19 f. Any debts held solely in her name;
- 20 g. 2003 Lexus automobile;
- 21 h. One-half the 2009 State and Federal tax refund.

22 4. Respondent is awarded and Petitioner agrees to transfer, assign, and set over to
23 Respondent the following community property assets and debts, subject to all existing encumbrances
24 thereon, if any, which Respondent shall pay and hold Petitioner free and harmless therefrom;

- 25 a. All furniture and furnishings in his possession;
- 26 b. Any and all checking, savings and deposit accounts held in his name alone;

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- c. His personal effects;
- d. 2006 Chevrolet HHR vehicle;
- e. Any debts held solely in his name.
- f. The residence located at 22266 Whirlaway Court, Canyon Lake, California;
- g. 1987 Sea Ray Boat;
- h. 2001 Club Car golf cart;
- i. A total of \$126,475 of the IRAs with Merrill Lynch, account number [REDACTED], Janus Funds, account number [REDACTED] and Weitz IRA, account number 25077 ;
- j. The promissory note owed by Brian Neal;
- k. The promissory note owed by William and Deborah Boddy;
- l. The promissory note owed by Robert and Rachele Russo;
- m. The Boeing retirement income;
- n. The CitiGold Advantage card with approximate balance of \$1320.00;
- o. One-half the 2009 State and Federal tax refund.

6. Any funds in the combined Merrill Lynch, Janus and Weitz accounts in excess of the \$315,672 divided herein shall be equally divided between the parties.

7. The parties shall execute and deliver to the other upon request any legal instrument, document of title or other documents for a transfer of interest which may be necessary to carry out the division of property or confirmation of property set forth herein. In the event that a Party fails to execute an appropriate document after being reasonably requested to do so the demanding party may seek ex parte relief to have the Court Clerk execute instead and in place of the refusing party.

DISCLAIMER OF REPRESENTATION RE: VALUE

The parties have acquired various personal and real properties of speculative value. It is

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1 understood by the parties that neither party makes any representations to the other as to the value of any
2 property, community or separate, and each party relies upon his or her own investigation and judgment
3 with respect to the value of all property.
4

5 **TAX DOCUMENTATION**

6 Each party shall forward to the other a copy of any tax deficiency notice or other
7 correspondence or documentation received from any Federal, State or local taxing authority relating to
8 any joint returns. Each party agrees to cooperate fully with the other and to execute any document
9 reasonably requested by the other, and to furnish information and testimony with respect to any tax
10 liability asserted by taxing authorities on any joint return.
11

12 A party shall reimburse the other party for all damages and costs incurred as a result of a party's
13 failure to abide by the terms of this Section, including reasonable attorney's fees and costs accountant's
14 fees, whether incurred in defending an action by the taxing authorities, or in enforcing the provisions
15 of this section.
16

17 If the parties elect to file joint tax returns, any refund shall be divided equally between the parties.
18

19 **ADVISEMENT**

20 Each party acknowledges hereby being (1) advised to consider the immediate drafting and
21 execution of a new Will, and (2) to review all property rights and employment benefits which have
22 survivorship or inheritance factors (such as life insurance, pensions, inter vivos trusts, joint tenancy real
23 and personal property, and bank accounts), all to ensure that said Will and said rights and benefits
24 accurately reflect the current desires of such party to this Settlement Agreement.
25

26 **HOLD HARMLESS PROVISION**

1 In the event that a party to this Settlement Agreement is required to pay and hold the other party
2 harmless from some debt, and such party fails to hold the other party harmless from such debt, then the
3 other party may pay some or all of such debt and deduct said payment from any monies owed by the
4 other party to the party who breached the aforesaid covenant to hold the other party harmless. A party
5 shall not, however, pay such a debt without first advising the other in writing of the intention to do so
6 and waiting seven (7) days from the date such notice is given. Furthermore, the set off provided for
7 herein shall not be allowed with regard to any claim or demand as to which within the seven (7) day
8 period the other party represents in a writing delivered to the other party that a legal defense exists,
9 unless and until the asserted legal defense is decided or settled adversely to that party. This remedy is
10 declared to be cumulative of the rights at law of the other party, and not exclusive.
11
12

13 **ACQUISITION OF REAL PROPERTY**

14 Pending the termination of the parties marital status, each party shall sign any quitclaim deeds
15 reasonably requested by the other, thereby allowing the requesting party to obtain any newly acquired
16 real property as their sole and separate property.
17

18 **TERMINATION OF JOINT TENANCIES**

19 Effective as soon as both parties have signed this Settlement Agreement, any and all joint tenancy
20 ownerships (with right of direct survivorship) between the parties are terminated. The parties shall
21 hereafter own said assets as tenants in common. This section applies to all ownerships including, but
22 not limited to, real property, vehicles or institutional accounts. Upon execution of this Settlement
23 Agreement and without regard to record title status, each party waives all rights of direct survivorship
24 from the other party hereto.
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MUTUAL RELEASES

A. Except as otherwise expressly provided in this Settlement Agreement or in any written agreement entered into contemporaneously herewith, each party releases the other and the other's successors, from any and all liabilities, debts or obligations and from any and all claims and demands, it being understood that by this Settlement Agreement, Petitioner and Respondent intend to settle all aspects of their respective property rights.

B. Respondent warrants to Petitioner that he has not incurred, and he covenants that he shall not incur, any liability or obligation for which Petitioner is or may be liable, with the exception of the obligations identified in this Settlement Agreement. Respondent covenants, except as may be expressly provided otherwise in this Settlement Agreement, that if any claim, action or proceeding shall hereafter be brought seeking to hold Petitioner liable on account of any of Respondent's debts, liabilities, acts or omissions, Respondent shall, at his sole expense, defend Petitioner against any such claim or demand (whether or not well-founded) and that Respondent shall indemnify and hold Petitioner free and harmless from all costs, expenses and liabilities in connection therewith, including attorney's fees and costs incurred by Petitioner in defending or responding to any collection action.

C. Petitioner warrants to Respondent that she has not incurred, and she covenants that she shall not incur, any liability or obligation for which Respondent is or may be liable, with the exception of the obligations identified in this Settlement Agreement. Petitioner covenants, except as may be expressly provided otherwise in this Settlement Agreement, that if any claim, action or proceeding shall hereafter be brought seeking to hold Respondent liable on account of any of Petitioner's debts, liabilities, acts or omissions, Petitioner shall, at her sole expense, defend Respondent against any such claim or

1 demand (whether or not well-founded) and that Petitioner shall indemnify and hold Respondent free and
2 harmless from all costs, expenses and liabilities in connection therewith, including attorney's fees and
3 costs incurred by Respondent in defending or responding to any collection action.
4

5 **RESERVATION OF JURISDICTION**

6 In this Settlement Agreement, there shall be reserved to the Riverside County Superior Court,
7 in addition to the jurisdiction specifically mentioned elsewhere in this Settlement Agreement, the
8 jurisdiction to:

- 9
- 10 A. Supervise the payment of any obligation ordered paid or allocated in this Settlement
11 Agreement;
 - 12 B. Supervise the division of assets as agreed in this Settlement Agreement;
 - 13 C. Supervise the execution of any documents required or reasonably necessary to carry out
14 the terms of this Settlement Agreement; and
 - 15 D. Supervise the overall enforcement of this Settlement Agreement.
16

17 **RECONCILIATION**

18 Any reconciliation between the parties shall not cancel, terminate or modify the force of effect
19 of any provision of the Settlement Agreement dealing with the asset or obligations of either party, unless
20 the parties agree to the contrary in writing.
21

22 **REPRESENTATION BY COUNSEL AND KNOWLEDGE OF AGREEMENT**

23 Petitioner acknowledges that she has retained attorney, Michelle R. Penna to represent her in
24 connection with the Dissolution of Marriage proceeding and with the negotiation and preparation of
25 this Settlement Agreement. Respondent acknowledges that he has retained, attorney, Christine Greer
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to represent him in connection with the Dissolution of Marriage proceeding

ACKNOWLEDGMENTS

A. Each party to the Settlement Agreement acknowledges and declares that he or she respectively:

- 1. Each party is fully and completely informed as to the facts relating to the subject matter of this Settlement Agreement, and as to the rights and liabilities of both parties;
- 2. Each party enters into this Settlement Agreement voluntarily, free from fraud, undue influence, coercion or duress of any kind;
- 3. Each party has given careful and mature thought to the making of this Settlement Agreement; and
- 4. Each party fully and completely understands the legal effect of each provision of this Settlement Agreement.

Dated: Nita Helmick ^{5/24/10}
Nita Helmick, Petitioner
Via Fax, Original Attached

Dated: Michelle Penna ⁵⁻²¹⁻¹⁰
Michelle Penna, Attorney for Petitioner
Via Fax, Original Attached. 5.10

Dated: Donald Helmick ^{6/3/10}
Donald Helmick, Respondent

Dated: Christine Greer ^{6/3/10}
Christine Greer, Attorney for Respondent

IT IS SO ORDERED:

Dated: 8-17-10

[Signature]
JUDGE OF THE SUPERIOR COURT

1 to represent him in connection with the Dissolution of Marriage proceeding
2

3
4 **ACKNOWLEDGMENTS**

5 A. Each party to the Settlement Agreement acknowledges and declares that he or she
6 respectively:

7 1. Each party is fully and completely informed as to the facts relating to the subject
8 matter of this Settlement Agreement, and as to the rights and liabilities of both parties;

9
10 2. Each party enters into this Settlement Agreement voluntarily, free from
11 fraud, undue influence, coercion or duress of any kind;

12 3. Each party has given careful and mature thought to the making of this Settlement
13 Agreement; and

14
15 4. Each party fully and completely understands the legal effect of each provision of
16 this Settlement Agreement.

17 Dated: Nita Helmick ^{5/24/10} Dated: Michelle Penna ⁵⁻²¹⁻¹⁰
18 Nita Helmick, Petitioner Michelle Penna, Attorney for Petitioner

19 Dated: see attached Dated: see attached
20 Donald Helmick, Respondent Christine Greer, Attorney for Respondent

21
22 **IT IS SO ORDERED:**

23
24 Dated: _____
25 **JUDGE OF THE SUPERIOR COURT**

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

RECEIVED
2012 AUG 21 PM 5:22
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 192 Item 389 Assessment No.: 361205013-3

Assessee: BENJAMIN, EPHRAIM E & HELMICK, JEFF

Situs: 24561 BETHEL ST WILDOMAR

Date Sold: March 20, 2012

Date Deed to Purchaser Recorded: May 11, 2012

Final Date to Submit Claim: May 13, 2013

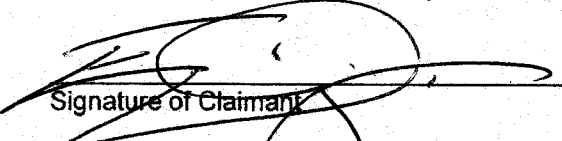
I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ _____ from the sale of the above mentioned real property. I/We were the lienholder(s), property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. _____; recorded on _____. 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.

JEFF H. AND I WERE PARTNERS ^{IN BUSINESS}. HE LEFT ME TO HOLD THE ENTIRE RESPONSIBILITY OF THE LOT(S) I PUT ALL MY EFFORTS IN DOING SO AND WAS ABANDONED AND LEFT IN FINANCIAL RUINS. I HAVE TRIED MY BEST AND STILL FAILED. I HAVE NOT SEEN JEFF H. IN 6 YEARS - I PUT MY TIME & MONEY AND LOST IT. JEFF WALKED AWAY, NO IDEA HOW TO CONTACT HIM.
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 14 day of AUGUST, 2012 at RIVERSIDE, CA
County, State


Signature of Claimant

Signature of Claimant

EPHRAIM E. BENJAMIN
Print Name

Print Name

29950 MOONDANCE WAY
Street Address

Street Address

MENIFEE, CA, 92586
City, State, Zip

City, State, Zip

951-965-8300
Phone Number

Phone Number

DOC # 2005-0671847

08/17/2005 08:00A Fee:33.00

Page 1 of 3 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



RECORDING REQUESTED BY

FINANCIAL TITLE COMPANY

WHEN RECORDED MAIL TO

Ephraim E. Benjamin
29950 Moon Dance Way

Sun City, Ca 92586

Title No.: 00144828-MT1

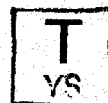
TRA# ~~07-008~~ 065

A.P.No. 361-205-013-3

DTT \$ 40.70

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

34



TRANSFER TAX \$40.70

GRANT DEED

SEPARATE PAGE PURSUANT TO GOVT CODE 27361.6

RECORDING REQUESTED BY:

AND WHEN RECORDED, MAIL TO:

EPHRAIM E. BENJAMIN
29950 MOON DANCE WAY
SUN CITY, CA 92586

THIS SPACE FOR RECORDER'S USE ONLY

GRANT DEED

ASSESSOR'S PARCEL NO.: 361-205-013-3 The undersigned Grantor(s) declare that the **DOCUMENT TRANSFER TAX IS:**
TITLE ORDER NO.: 144828-MT1 \$ 40.70 County City
ESCROW NO.: 12708-D

XX computed on the full value of the interest of property conveyed, or
 computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.
 OR transfer is EXEMPT from tax for the following reason:

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, TEODORA NAVARRO, an Unmarried Woman who acquired title as TEDORA NAVARRO, an Unmarried Woman

hereby GRANT(S) to EPHRAIM E. BENJAMIN, an Unmarried Man and JEFF HELMICK, an Unmarried Man, as Joint Tenants

/Area of

all that real property situated in the WILDOMAR, County of RIVERSIDE, State of CA, described as:
LOT 5 AND 6 IN BLOCK 31, OF LAKE ELSINORE COUNTRY CLUB HOME ACRES, IN TEH COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGES 2 AND 3 OF MAPS, RIVERSIDE COUNTY RECORDS

Dated August 9, 2005

State of California

County of Riverside

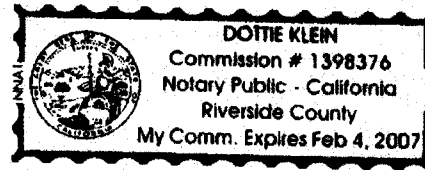
On August 9, 2005, Before me Dottie Klein, notary public Teodora Navarro
TEODORA NAVARRO

Personally appeared Teodora Navarro

~~Personally known to me~~ (or provided 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



MAIL TAX STATEMENTS TO:
EPHRAIM E. BENJAMIN
29950 MOON DANCE WAY
SUN CITY, CA 92586

(This area for official notary seal)

PENALTY OF PERJURY FOR NOTARY SEAL

(GOVERNMENT CODE 27361.7)

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

NAME OF NOTARY: Dottie Klein

DATE COMMISSION EXPIRES: 2-4-2007

COUNTY WHERE BOND IS FILED (if applicable): Riverside

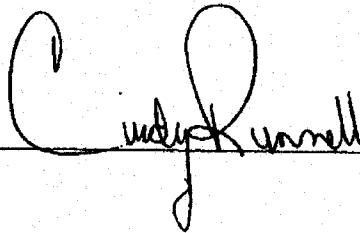
STATE WHERE BOND IS FILED: California

COMMISSION NO.: 1398376

PLACE OF EXECUTION: COUNTY OF RIVERSIDE , STATE OF CALIFORNIA

DATE: 8-16-05

SIGNATURE:
COMPANY



FINANCIAL TITLE

TYPE OR PRINT NAME: Cindy Ruonells

RECORDING REQUESTED BY

FINANCIAL TITLE COMPANY

WHEN RECORDED MAIL TO

Don Helmick

22266 Whirlaway Court

Canyon Lake, Ca 92587 00144828-MT1

TRA# 054-038

A.P.No.361-205-013-3



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

32

T
YS

DEED OF TRUST WITH ASSIGNMENT OF RENTS

SEPARATE PAGE PURSUANT TO GOVT CODE 27361.6

Escrow No.:12948-D
Order No. 144828-MT1
Loan No.

WHEN RECORDED MAIL TO:

Don Helmick
22266 Whirlaway Court
Canyon Lake, CA 92587

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST WITH ASSIGNMENT OF RENTS

(This Deed of Trust contains an acceleration clause)

This DEED OF TRUST, made August 8, 2005, between
EPHRAIM E. BENJAMIN, AN UNMARRIED MAN AND JEFF HELMICK, AN UNMARRIED MAN, AS JOINT
TENANTS

_____, herein called TRUSTOR,
whose address is 29950 Moon Dance Way, Sun City, CA 92586
(Number and Street) (City) (State)

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called TRUSTEE, and
DON HELMICK AND NITA P. HELMICK, HUSBAND AND WIFE AS JOINT TENANTS

_____, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the State of California, County of RIVERSIDE, City of Wildomar, described as: Lot 5 and 6 in Block 31, of Lake Elsinore Country Club Home Acres, in the County of Riverside, State of California, as shown by map on file in Book 13, Pages 2 and 3 of Maps, Riverside County Records.

APN: 361-205-013-3

BALLOON PAYMENT: This note is subject to Section 2966 of the Civil Code, which provides that the holder of this Note shall give written notice to the Trustor, or his successors in interest, of prescribed information at least 60 and not more than 150 days before any balloon payment is due.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of \$41,307.00* * * * * 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 additional sums and 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, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book

(Continued on Page 2)

and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

| COUNTY | BOOK | PAGE | COUNTY | BOOK | PAGE | COUNTY | BOOK | PAGE | COUNTY | BOOK | PAGE |
|--------------|------|--------|-------------|--------|------|--------------------|-------|--------|------------|------|------|
| Alameda | 1288 | 556 | Kings | 858 | 713 | Placer | 1028 | 379 | Sierra | 38 | 187 |
| Alpine | 3 | 130-31 | Lake | 437 | 110 | Plumas | 166 | 1307 | Siskiyou | 506 | 762 |
| Amador | 133 | 438 | Lassen | 192 | 367 | Riverside | 3778 | 347 | Solano | 1287 | 621 |
| Butte | 1330 | 513 | Los Angeles | T-3878 | 874 | Sacramento | 5039 | 124 | Sonoma | 2067 | 427 |
| Calaveras | 185 | 338 | Madera | 911 | 136 | San Benito | 300 | 405 | Stanislaus | 1970 | 56 |
| Colusa | 323 | 391 | Marin | 1849 | 122 | San Bernardino | 6213 | 768 | Sutter | 655 | 585 |
| Contra Costa | 4684 | 1 | Mariposa | 90 | 453 | San Francisco | A-804 | 596 | Tehama | 457 | 183 |
| Del Norte | 101 | 549 | Mendocino | 667 | 99 | San Joaquin | 2855 | 283 | Trinity | 108 | 595 |
| El Dorado | 704 | 635 | Merced | 1660 | 753 | San Luis Obispo | 1311 | 137 | Tulare | 2530 | 108 |
| Fresno | 5052 | 623 | Modoc | 191 | 93 | San Mateo | 4778 | 175 | Tuolumne | 177 | 160 |
| Glenn | 469 | 76 | Mono | 69 | 302 | Santa Barbara | 2065 | 881 | Ventura | 2607 | 237 |
| Humboldt | 801 | 83 | Monterey | 357 | 239 | Santa Clara | 6626 | 664 | Yolo | 769 | 16 |
| Imperial | 1189 | 701 | Napa | 704 | 742 | Santa Cruz | 1638 | 607 | Yuba | 398 | 693 |
| Inyo | 165 | 672 | Nevada | 363 | 94 | Shasta | 800 | 633 | | | |
| Kern | 3756 | 690 | Orange | 7182 | 18 | San Diego SERIES 5 | 1964 | 149774 | | | |

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

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

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF CALIFORNIA)
) ss.
 COUNTY OF Riverside)

On August 12, 2005 before me,
~~Dotie Klein, notary public~~
 personally appeared Ephraim E. Benjamin
~~and Jeff Helmick~~
 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.

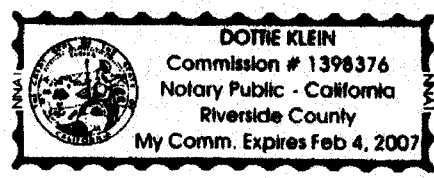
WITNESS my hand and official seal.

Signature [Signature]

[Signature]
 Signature of Trustor

 EPHRAIM E. BENJAMIN
[Signature]

 JEFF HELMICK



(This area for official notarial seal)

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. 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 therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

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

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

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

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

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law 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.

B. It is mutually agreed:

(1) 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 monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

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

(3) That at any time or from time to time, without liability therefor 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 plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose 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 as conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

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

(6) 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

(Continued on Page 4)

1158 (1/94)
Page 3 of 4

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.

**DEED OF TRUST
WITH POWER OF SALE**

First American
Title Insurance
Company
TRUSTEE



1192 (1/94)
(Page 4 of 4)

After deducting all costs, fees and expenses of Trustee and of this Trust, including costs 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.

(7) 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.

(8) 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.

(9) 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.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

TO FIRST AMERICAN TITLE INSURANCE COMPANY, TRUSTEE:

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness 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 said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated: _____

Please mail Deed of Trust,
Note and Reconveyance to _____ **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.**

PENALTY OF PERJURY FOR NOTARY SEAL

(GOVERNMENT CODE 27361.7)

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

NAME OF NOTARY: Dottie Klein

DATE COMMISSION EXPIRES: 2-4-2007

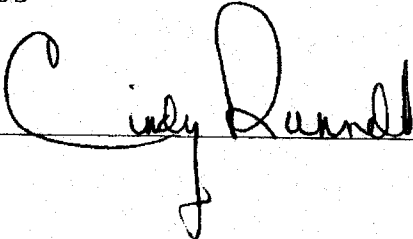
COUNTY WHERE BOND IS FILED (if applicable): Riverside

STATE WHERE BOND IS FILED: California

COMMISSION NO.: 1398376

PLACE OF EXECUTION: COUNTY OF RIVERSIDE , STATE OF CALIFORNIA

DATE: 8-16-05

SIGNATURE:  FINANCIAL TITLE
COMPANY

TYPE OR PRINT NAME: Cindy Runnells

TREASURER-TAX COLLECTOR
STOP 1110

DON KENT
TAX COLLECTOR
4080 LEMON ST - 4TH FLOOR
RIVERSIDE, CALIFORNIA 92501

DOC # 2011-0390352

09/01/2011 02:57P Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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01731 SOUTHWEST EDITION

NOTICE OF POWER TO SELL TAX-DEFAULTED PROPERTY

Which, pursuant to law was declared to be Tax-Defaulted on
for the nonpayment of delinquent taxes in the amount of
for the fiscal year 2005-2006, Default Number

JUNE 30, 2006

\$275.16

2006-361205013-0000

M
026

Notice is hereby given by the Tax Collector of RIVERSIDE County that pursuant to Revenue and Taxation Code §3691 the property described herein is subject to sale for nonpayment of taxes and will be sold unless the amount required to redeem the property is paid to the Tax Collector of said County before sale. The real property subject to this notice is assessed to:

BENJAMIN EPHRAIM E & HELMICK, JEFF

and is situated in said county, State of California, described as follows:
IN THE CITY OF WILDOMAR

361205013-3

Assessor's Parcel Number

LOTS 5 & 6 IN BLOCK 31 OF LAKE ELSINORE COUNTRY CLUB HOME ACRES AS SHOWN BY MAP ON FILE IN BOOK 13, PAGES 2 THROUGH 3 INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

State of California Executed on
RIVERSIDE County JULY 1, 2011

By

Tax Collector

On 8/22/2011, before me, Larry W. Ward, Assessor, Clerk-Recorder, personally appeared Don Kent, Treasurer and Tax Collector for Riverside County, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.
Larry W. Ward, Assessor, Clerk/Recorder

By: Deputy

Seal



NADIA CHAUDHRY
11824 1/2 183RD STREET
ARTESIA, CA 90701

DOC # 2012-0218492

05/11/2012 12:58P Fee:15.00

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

Larry W. Ward
Assessor, County Clerk & Recorder



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| NO SMF | | | | | | T: | CTY | UNI | 026 |

TRA 025-001

Doc. Trans. Tax - computed on full value of property conveyed \$ 19.80

Don Kent, Tax Collector

Signature of Declarant



TAX DEED TO PURCHASER OF TAX-DEFAULTED PROPERTY

On which the legally levied taxes were a lien for Fiscal Year 2005-2006

and for nonpayment were duly declared to be in default 2006-361205013-0000

Default Number

This deed, between the Tax Collector of RIVERSIDE County ("SELLER") and
NADIA CHAUDHRY, A MARRIED WOMAN

("PURCHASER") conveys to the PURCHASER free of all encumbrances of any kind existing before the sale, except those referred to in §3712 of the Revenue and Taxation Code, to the real property described herein which the SELLER sold to the PURCHASER at a public auction held on MARCH 20, 2012 pursuant to a statutory power of sale in accordance with the provisions of Division 1, Part 6, Chapter 7, Revenue and Taxation Code, for the sum of \$18,000.00
NO TAXING AGENCY objected to the sale.

In accordance with law, the SELLER, hereby grants to the PURCHASER that real property situated in said county, State of California, last assessed to BENJAMIN, EPHRAIM E & HELMICK, JEFF, described as follows:

361205013-3

Assessor's Parcel Number

IN THE CITY OF WILDOMAR

LOTS 5 & 6 IN BLOCK 31 OF LAKE ELSINORE COUNTRY CLUB HOME ACRES AS SHOWN BY MAP ON FILE IN BOOK 13, PAGES 2 THROUGH 3 INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

State of California
County of Riverside

Executed on
MARCH 20, 2012

By

Don Kent
Tax Collector

On May 1, 2012, before me, Larry W. Ward, Assessor, Clerk-Recorder, personally appeared Don Kent, Treasurer and Tax Collector for Riverside County, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.
Larry W. Ward, Assessor, Clerk Recorder

By: [Signature] Seal
Deputy



E. Bergman
29970 Moorpark Way
Menlo Park CA 92052

TREASURER TAX COLLECTOR
DATA / MAILROOM

AUG 20 2012

RECEIVED

Don Kent, Treasurer - Tax Collector
P.O. Box 12005
Fresno, CA 92502-2205

9250232205

