

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

321 B



FROM: TLMA – Code Enforcement Department

SUBMITTAL DATE:
August 27, 2014

SUBJECT: Statement of Abatement Costs [Case No. CV11-03509]
Subject Property: 5518 Mission Blvd., Riverside; TAMAYO
APN: 181-061-025
District: 2/2 [\$1,332.90]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Assess the reasonable costs of abatement of a public nuisance (accumulated rubbish, excessive outside storage, and storage of unpermitted mobile home(s)) in the above-referenced matter to be **One Thousand Three Hundred Thirty Two Dollars and Ninety Cents (US \$1,332.90)**
2. Assess the costs of abatement against the above-described subject property;
3. Authorize the recordation of a notice of abatement lien;
4. Authorize the abatement costs to be added to the tax roll as a special assessment; and
5. Authorize and direct the Code Enforcement Department to take any reasonable actions to collect the amount owed.

GREG FLANNERY
 Code Enforcement Official

FORM APPROVED COUNTY COUNSEL
 BY: ALEXANDRA FONG
 DATE: 7/17/14

Departmental Concurrence

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

SOURCE OF FUNDS: _____ **Budget Adjustment:** _____
 For Fiscal Year: _____

C.E.O. RECOMMENDATION: APPROVE
 BY:
 County Executive Office Signature Tina Grande

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended with a revised amount of costs to \$600.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: September 9, 2014
 xc: Co. Co./CED

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

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

Prev. Agn. Ref.: _____ District: 2/2 Agenda Number: **9-3**

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

FORM 11: Statement of Abatement Costs [Case No. CV11-03509]

Subject Property: 5518 Mission Blvd., Riverside; TAMAYO

APN: 181-061-025

District: 2/2

DATE: August 27, 2014

PAGE: 2 of 2

BACKGROUND:

Summary

Government Code § 25845, Riverside County Ordinance Nos. 348, 541 and 725 authorize the recovery of abatement costs in public nuisance cases, the recordation of a notice of abatement lien and inclusion of abatement costs on the tax roll as a special assessment upon approval of the Board of Supervisors.

Notices of Violation and Administrative Citations were issued. Subsequently, the property owner brought the property into compliance.

The Notice of Hearing re Statement of Abatement Costs has been posted on the property and mailed to the property owner and all interested parties, as required by law. Copies of all relevant notices issued in this matter together with proof of service and posting have been separately filed with the Clerk of the Board and are made a part of the record herein, pursuant to Riverside County Ordinance 725.

ATTACHMENTS

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

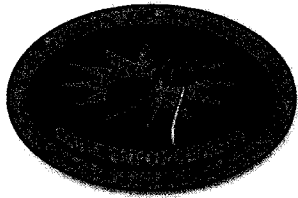
FROM: TLMA
Code Enforcement Department
SUBJECT: Statement of Abatement Costs [Case No. CV11-03509]
Subject Property: 5518 Mission Blvd., Riverside; TAMAYO
APN: 181-061-025
District: 2/2

**TABLE OF SUPPLEMENTAL DOCUMENTS
FILED WITH THE CLERK OF THE BOARD**

Hearing Date: July 1, 2014

Notice of Hearing Re: Statement of Abatement Costs (including Proof(s) of Service and Affidavit(s) of Posting)	Exhibit A
Summary Statement of Abatement Costs and Statement of Abatement Costs with Supporting Documents	Exhibit B
Assessment-Roll for Tax Year 2013/2014 And Geographic Information System 04/29/2014.....	Exhibit C
Lot Book Report and/or DataQuick.....	Exhibit D
Demand for Payment Statement of Abatement Costs Notice of Special Tax Assessment and Notice of Hearing Re: Demand for Payment Statement of Abatement Costs Notice of Special Tax Assessment.....	Exhibit E
Request for Hearing.....	Exhibit F

EXHIBIT “A”



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

Greg Flannery
Code Enforcement
Official

July 7, 2014

**NOTICE OF HEARING RE:
STATEMENT OF ABATEMENT COSTS**

To: Owner(s) or Interested Parties
(See Attached Proof of Service
and Responsible Parties List)

Subject Property: 5518 Mission Blvd., Riverside
Case No.: CV11-03509;TAMAYO
APN: 181-061-025

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors on **Tuesday, September 9, 2014, at 9:30 a.m.** in the Board of Supervisors Room, 4080 Lemon Street, 1st Floor Annex, Riverside, California, at which time and place pertinent testimony will be heard regarding the expenses incurred by the County of Riverside, Code Enforcement Department ("Department") for the above-referenced abatement case. Said abatement case involved accumulated rubbish, excessive outside storage, and storage of unpermitted mobile home(s) located on your real property commonly described as 5518 Mission Blvd., Riverside, Riverside County, California and more particularly described as Assessor's Parcel Number 181-061-025.

The total expense due, including all other fees and costs, for the abatement of the above-described dangerous or injurious condition is One thousand three hundred thirty two dollars and ninety cents, **(US \$1,332.90)**. This amount is immediately due and payable. If you have any objections to the Statement of Abatement Costs attached hereto, you must address your objections to the Board of Supervisors at the hearing. If you have any questions about the attached Statement of Abatement Costs, please contact Senior Officer Michelle Cervantes at (951) 955-2004. In the event the total amount due is not paid to the Department prior to the Board Hearing, the DEPARTMENT shall seek an order from the Board of Supervisors to place a lien against your property and collect the amount due as a special tax assessment.

Failure to appear at the hearing will result in the exclusion of your testimony. Facts as known to the Department will be presented to the Board of Supervisors for their final consideration and deliberation of this matter.

We encourage you to contact Code Enforcement at (951) 955-2004 upon receipt of this Notice to discuss the case and attempt to reach a resolution prior to the hearing. If you plan to attend the hearing, please check-in with Code Enforcement staff at 8:30 a.m. on the day of the hearing in the lobby of the first floor annex in front of the Clerk of the Board's Office.

GREG FLANNERY
CODE ENFORCEMENT OFFICIAL

Mary Overholt
Mary Overholt

Supervising Code Enforcement Officer

Enclosure: Statement of Abatement Costs

RESPONSIBLE OR INTERESTED PARTIES LIST

Subject Property: 5518 Mission Blvd., Rubidoux; TAMAYO

Case No.: CV11-03509

APN: 181-061-025; District 2/2

VICTOR TAMAYO / ADDY TAMAYO
5518 MISSION BLVD.
RIVERSIDE, CA 92509

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
P O BOX 2026
FLINT, MI 48501-2026

VICTOR Z. TAMAYO
5518 MISSION BLVD.
RIVERSIDE, CA 92509

PROOF OF SERVICE
Case No. CV11-03509- Tamayo

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Stacy Baumgartner, the undersigned, declare that I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is 4080 Lemon Street, 12th Floor, Riverside, California 92501.

That on July 9, 2014, I served the following document(s):

- NOTICE OF HEAIRNG RE: STATEMENT OF ABATEMENT COSTS
- SUMMARY OF ABATEMENT COSTS AND STATEMENT OF ABATEMENT COSTS
- NOTICE LIST

by placing a true copy thereof enclosed in a sealed envelope(s) addressed as follows:

**OWNERS OR INTERESTED PARTIES
(SEE ATTACHED NOTICE LIST)**

XX **BY FIRST CLASS MAIL.** I am "readily familiar" with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Riverside, California, in the ordinary course of business.

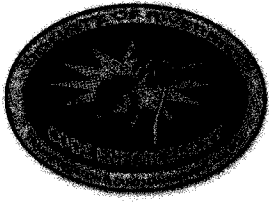
— **BY PERSONAL SERVICE:** I caused to be delivered such envelope(s) by hand to the offices of the addressee(s).

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

— **FEDERAL - I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.**

EXECUTED ON July 9, 2014, at Riverside, California.


STACY BAUMGARTNER



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

AFFIDAVIT OF POSTING OF NOTICES

July 11, 2014

RE CASE NO: CV1103509

I, Diana Parra, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is:
4080 Lemon Street, 2nd Floor Riverside, California 92502-1592 Mail Stop #2135 .

That on 07/11/14 at 11:27 a.m., I securely and conspicuously posted Notice of Hearing Re: Statement of Abatement Costs at the property described as:

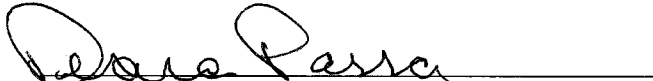
Property Address: 5518 MISSION BLV, RUBIDOUX

Assessor's Parcel Number: 181-061-025

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

Executed on July 11, 2014 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT



By: Diana Parra, Code Enforcement Officer

4709021

EXHIBIT “B”



COUNTY OF RIVERSIDE CODE ENFORCEMENT

P.O. Box 1469, Riverside, CA 92502
Phone: 951-955-2004 Fax: 951-955-8680

Date: 8/28/2013

Property Reference/Mailing Address
181061025 VICTOR TAMAYO ADDY TAMAYO 5518 MISSION BLV RIVERSIDE, CA. 92509

Summary Statement of Abatement Costs

You are liable to the County for the following abatement costs:

Date	Invoice Number & Amount	Amount	Balance
08/28/2013	CV1103509- INV #103813. Orig. Amount \$532.90.	532.90	532.90
07/27/2011	CV1103509:A40535- INV #A40535. Orig. Amount \$100.00. A40535	100.00	632.90
09/06/2011	CV1103509:A40550- INV #A40550. Orig. Amount \$200.00. A40550	200.00	832.90
09/20/2011	CV1103509:A40559- INV #A40559. Orig. Amount \$500.00. A40559	500.00	1,332.90
		Total Now Due	\$1,332.90

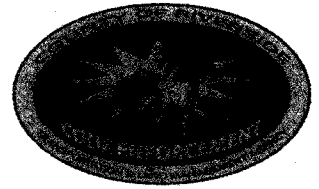
The total abatement costs must be paid to the County of Riverside, P.O. Box 1469, Riverside, CA 92502 within thirty (30) days. In the event said costs are not paid within thirty (30) days you will be liable for additional administrative costs, penalties, court fees, or other collection costs incurred in the collection of these abatement costs.

I affirm and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.


Code Enforcement Department

**County of Riverside
Code Enforcement Department**

P.O. Box 1469, Riverside, CA 92502
Phone: (951) 955-2004 Fax: (951) 955-8680



Statement of Abatement Costs

181061025
VICTOR TAMAYO
ADDY TAMAYO
5518 MISSION BLV
RIVERSIDE, CA. 92509

Date	Invoice #
8/28/2013	103813

Case Number	District	Class
CV1103509	2	SOAC

Property Address
181061025 VICTOR TAMAYO ADDY TAMAYO 5518 MISSION BLV RIVERSIDE, CA 92509

You are liable to the County for the following abatement costs:

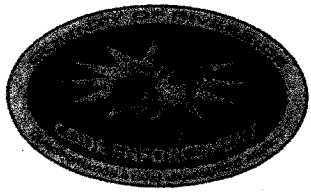
Date	Item	Description	Hours/Qty	Rate	Amount
5/10/2011	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.70
7/27/2011	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.80
9/6/2011	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.80
9/13/2011	Officer Hours	Labor Charges - Officer Time	0.1	109.00	10.90
9/20/2011	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.70
9/21/2011	Officer Hours	Labor Charges - Officer Time	0.1	109.00	10.90
10/12/2011	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.80
8/28/2013	SOAC Preparation	Prepare Summary of Abatement Cost		65.00	65.00
		Subtotal Code Enforcement Costs			217.60
8/28/2013	Prepare Case for SOAC H...	Prepare Case for Statement of Abatement Costs Hearing		125.55	125.55
	Attend SOAC Hearing	Attend Statement of Abatement Costs Hearing		69.75	69.75
		Subtotal County Counsel Costs			195.30
8/28/2013	Lot Book Report			120.00	120.00
		Subtotal Contractor Costs			120.00

The total abatement costs must be paid to the County of Riverside, P.O. Box 1469, Riverside CA 92502 within thirty (30) days. In the event said costs are not paid within thirty (30) days, you will be liable for additional administrative costs, penalties, court fees or other collection costs incurred in the collection of these abatement costs.

Subtotal	\$532.90
Payments/Credits	\$0.00
Total	\$532.90

I affirm and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.


Code Enforcement Department



County of Riverside Code Enforcement Department

P.O. Box 1469, Riverside, CA 92502
Phone: (951) 955-2004 Fax: (951) 955-8680
demands@rctlma.org

Administrative Citation

181061025
VICTOR TAMAYO
ADDY TAMAYO
5518 MISSION BLV
RIVERSIDE, CA. 92509

Citation Issue Date	Billing Date
7/27/2011	8/28/2013

Property Address
181061025 VICTOR TAMAYO ADDY TAMAYO 5518 MISSION BLV, RUBIDOUX

Citation Number	District	Class
A40535	2	SOAC

Item	Description	Hours/Qty	Rate	Amount
Administrative Citations	A40535--CV1103509	1	100.00	100.00

Subtotal	\$100.00
Payments/Credits	\$0.00
Total	\$100.00



County of Riverside Code Enforcement Department

P.O. Box 1469, Riverside, CA 92502
Phone: (951) 955-2004 Fax: (951) 955-8680
demands@rctlma.org

Administrative Citation

181061025
VICTOR TAMAYO
ADDY TAMAYO
5518 MISSION BLV
RIVERSIDE, CA. 92509

Citation Issue Date	Billing Date
9/6/2011	8/28/2013

Property Address
181061025 VICTOR TAMAYO ADDY TAMAYO 5518 MISSION BLV RIVERSIDE, CA. 92509

Citation Number	District	Class
A40550	2	SOAC

Item	Description	Hours/Qty	Rate	Amount
Administrative Citations	A40550 -- CV1103509	1	200.00	200.00

Subtotal	\$200.00
Payments/Credits	\$0.00
Total	\$200.00



County of Riverside Code Enforcement Department

P.O. Box 1469, Riverside, CA 92502
Phone: (951) 955-2004 Fax: (951) 955-8680
demands@rctlma.org

Administrative Citation

181061025
VICTOR TAMAYO
ADDY TAMAYO
5518 MISSION BLV
RIVERSIDE, CA. 92509

Citation Issue Date	Billing Date
9/20/2011	8/28/2013

Property Address
181061025 VICTOR TAMAYO ADDY TAMAYO 5518 MISSION BLV RIVERSIDE, CA. 92509

Citation Number	District	Class
A40559	2	SOAC

Item	Description	Hours/Qty	Rate	Amount
Administrative Citations	A40559 -- CV1103509	1	500.00	500.00

Subtotal	\$500.00
Payments/Credits	\$0.00
Total	\$500.00

EXHIBIT “C”

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

Assessment #181061025-4	Parcel # 181061025-4
--------------------------------	-----------------------------

Assessee:	TAMAYO VICTOR	Land	23,517
Assessee:	TAMAYO ADDY	Structure	123,489
Mail Address:	5518 MISSION BLVD	Full Value	147,006
City, State Zip:	RIVERSIDE CA 92509	Total Net	147,006
Real Property Use Code:	CR		
Base Year	2004		
Conveyance Number:	1033902		
Conveyance (mm/yy):	12/2004		
PUI:	R030000		
TRA:	28-053		
Taxability Code:	0-00		
ID Data:	Lot 23 MB 014/029 FORT SITE		
Situs Address:	5518 MISSION BLV RIVERSIDE CA 92509		



RIVERSIDE COUNTY GIS



Selected parcel(s):
181-061-025

IMPORTANT

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

STANDARD WITH PERMITS REPORT

APNs

181-061-025-4

OWNER NAME / ADDRESS

VICTOR TAMAYO
ADDY TAMAYO
5518 MISSION BLV
RIVERSIDE, CA. 92509

MAILING ADDRESS

(SEE OWNER)
5518 MISSION BLVD
RIVERSIDE CA. 92509

LEGAL DESCRIPTION

RECORDED BOOK/PAGE: MB 14/29
SUBDIVISION NAME: FORT SITE
LOT/PARCEL: 24, BLOCK: NOT AVAILABLE
Por. TRACT NUMBER: NOT AVAILABLE

LOT SIZE

RECORDED LOT SIZE IS 0.09 ACRES

PROPERTY CHARACTERISTICS

NO PROPERTY DESCRIPTION AVAILABLE

THOMAS BROS. MAPS PAGE/GRID

PAGE: 685 GRID: D2

CITY BOUNDARY/SPHERE

CITY OF JURUPA VALLEY
NOT WITHIN A CITY SPHERE
ANNEXATION DATE: JUL. 1, 2011
LAFCO CASE #: 2009-32-2
PROPOSALS: NOT APPLICABLE

MARCH JOINT POWERS AUTHORITY

NOT IN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY

INDIAN TRIBAL LAND

NOT IN A TRIBAL LAND

SUPERVISORIAL DISTRICT 2011 (ORD. 813)

JOHN TAVAGLIONE, DISTRICT 2

SUPERVISORIAL DISTRICT (2001 BOUNDARIES)

JOHN TAVAGLIONE, DISTRICT 2

TOWNSHIP/RANGE

T2SR5W SEC 16

ELEVATION RANGE

ELEVATION NOT AVAILABLE

PREVIOUS APN

181-061-006

PLANNING

LAND USE DESIGNATIONS

Consult with the city for land use information.

SANTA ROSA ESCARPMENT BOUNDARY

NOT IN THE SANTA ROSA ESCARPMENT BOUNDARY

AREA PLAN (RCIP)

JURUPA

COMMUNITY ADVISORY COUNCILS

NOT IN A COMMUNITY ADVISORY COUNCIL AREA

GENERAL PLAN POLICY OVERLAYS

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

GENERAL PLAN POLICY AREAS

RUBIDOUX VILLAGE POLICY AREA

ZONING CLASSIFICATIONS (ORD. 348)

See the city for more information

ZONING DISTRICTS AND ZONING AREAS

RUBIDOUX DISTRICT

ZONING OVERLAYS

NOT IN A ZONING OVERLAY

HISTORIC PRESERVATION DISTRICTS

NOT IN AN HISTORIC PRESERVATION DISTRICT

NOT WITHIN A SPECIFIC PLAN

AGRICULTURAL PRESERVE
NOT IN AN AGRICULTURAL PRESERVE

REDEVELOPMENT AREAS
PROJECT AREA NAME: JVPA
SUBAREA NAME: RUBIDOUX
AMENDMENT NUMBER: 0
ADOPTION DATE: DEC. 22, 1987
ACREAGE: 461 ACRES

AIRPORT INFLUENCE AREAS
FLABOB

AIRPORT COMPATIBILITY ZONES
FLABOB ZONE D

ENVIRONMENTAL

CVMSHCP (COACHELLA VALLEY MULTI-SPECIES HABITAT CONSERVATION PLAN) CONSERVATION AREA
NOT IN A CONSERVATION AREA

CVMSHCP FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREAS
NOT IN A FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREA

WRMSHCP (WESTERN RIVERSIDE COUNTY MULTI-SPECIES HABITAT CONSERVATION PLAN) CELL GROUP
NOT IN A CELL GROUP

WRMSHCP CELL NUMBER
NOT IN A CELL

HANS/ERP (HABITAT ACQUISITION AND NEGOTIATION STRATEGY/EXPEDITED REVIEW PROCESS)
NONE

VEGETATION (2005)
DEVELOPED/DISTURBED LAND

FIRE

HIGH FIRE AREA (ORD. 787)
NOT IN A HIGH FIRE AREA

FIRE RESPONSIBILITY AREA
NOT IN A FIRE RESPONSIBILITY AREA

DEVELOPMENT FEES

CVMSHCP FEE AREA (ORD. 875)
NOT WITHIN THE COACHELLA VALLEY MSHCP FEE AREA

WRMSHCP FEE AREA (ORD. 810)
IN OR PARTIALLY WITHIN THE WESTERN RIVERSIDE MSHCP FEE AREA. SEE MAP FOR MORE INFORMATION.

ROAD & BRIDGE DISTRICT
NOT IN A DISTRICT

EASTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 673)
NOT WITHIN THE EASTERN TUMF FEE AREA

WESTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 824)
IN OR PARTIALLY WITHIN A TUMF FEE AREA. SEE MAP FOR MORE INFORMATION. NORTHWEST

DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)
JURUPA

SKR FEE AREA (STEPHEN'S KANGAROO RAT ORD. 663.10)
NOT WITHIN AN SKR FEE AREA.

DEVELOPMENT AGREEMENTS
NOT IN A DEVELOPMENT AGREEMENT AREA

CIRCULATION ELEMENT ULTIMATE RIGHT-OF-WAY

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

ROAD BOOK PAGE

16F

TRANSPORTATION AGREEMENTS

NOT IN A TRANSPORTATION AGREEMENT

CETAP (COMMUNITY AND ENVIRONMENTAL TRANSPORTATION ACCEPTABILITY PROCESS) CORRIDORS

NOT IN A CETAP CORRIDOR.

HYDROLOGY

FLOOD PLAIN REVIEW

NOT REQUIRED

WATER DISTRICT

WMWD

FLOOD CONTROL DISTRICT

RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

WATERSHED

SANTA ANA RIVER

GEOLOGIC

FAULT ZONE

NOT IN A FAULT ZONE

FAULTS

NOT WITHIN A 1/2 MILE OF A FAULT

LIQUEFACTION POTENTIAL

VERY HIGH

SUBSIDENCE

SUSCEPTIBLE

PALEONTOLOGICAL SENSITIVITY

LOW POTENTIAL.

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

MISCELLANEOUS

SCHOOL DISTRICT

JURUPA UNIFIED

COMMUNITIES

NOT IN A COMMUNITY

COUNTY SERVICE AREA

NOT IN A COUNTY SERVICE AREA.

LIGHTING (ORD. 655)

NOT APPLICABLE, 53.96 MILES FROM MT. PALOMAR OBSERVATORY

2010 CENSUS TRACT

040203

FARMLAND

URBAN-BUILT UP LAND

- 099036
- 2-87 RUBIDOUX
- COUNTY FREE LIBRARY
- COUNTY WASTE RESOURCE MGMT DIST
- CSA 152
- DRAINAGE DISTRICT 3 *
- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZN 1
- FLOOD CONTROL ZONE 1
- GENERAL
- GENERAL PURPOSE
- INLAND EMPIRE JT(33,36)RES.
- JURUPA AREA REC & PARK
- JURUPA UNIFIED SCHOOL
- METRO WATER WEST
- N.W. MOSQUITO & VECTOR CONT DIST
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- RIVERSIDE CITY COMMUNITY COLLEGE
- RUBIDOUX COMM SVCS DEBT
- RUBIDOUX COMMUNITY SERVICES
- WESTERN MUNICIPAL WATER

SPECIAL NOTES

Mira Loma Warehouse/Distribution Center policy area PLEASE CONTACT THE PLANNING DEPARTMENT AT 951-955-3200.

CODE COMPLAINTS

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

BUILDING PERMITS

Case #	Description	Status
BZ140374	SPECIAL CHANGE OF OCCUPANCY	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017
BZ283158	SI COM BLDG	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017
BZ318713	SPEC INSPEC FOR DWLG	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017
BZ319468	COMPLETE WORK PER SPECIAL DVSP PERMIT 318713	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017

ENVIRONMENTAL HEALTH PERMITS

Case #	Description	Status
NO ENVIRONMENTAL PERMITS	NOT APPLICABLE	NOT APPLICABLE

PLANNING PERMITS

Case #	Description	Status
HR00250	NOT AVAILABLE	PAID
HR01670	ZONING VERIFICATION & REBUILD LETTER	PAID
PP21759	17' LG LIGHTED SIGN AFFIXED TO FRONT SIDE OF BLDG	APPROVED

REPORT PRINTED ON...Tue Apr 29 15:37:54 2014
Version 131127

EXHIBIT “D”



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

Updated Lot Book

Customer:
 RIVERSIDE COUNTY TLMA-CODE ENFORCEMENT

Order Number: **31001**

4080 Lemon Street
 Riverside CA 92501

Order Date: 4/30/2014
Dated as of: 4/21/2014

Attn: Brent Steele
Reference: CV11-30509 / Stacy L. Baumgartner
IN RE: TAMAYO, VICTOR

County Name: Riverside

FEE(s):
Report: \$60.00

Property Address: 5518 Mission Blvd.
 Riverside CA 92509

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

All exceptions are as follows:

Assessor's Parcel No. : 181-061-025-4

Assessments:	Land Value:	\$23,517.00
	Improvement Value:	\$123,489.00
	Exemption Value:	\$0.00
	Total Value:	\$147,006.00

Property Taxes for the Fiscal Year	2013-2014
First Installment	\$827.37
Penalty	\$0.00
Status	PAID (PAID THRU 01/31/2014)
Second Installment	\$827.37
Penalty	\$120.23
Status	NOT PAID-DELINQUENT

NO OTHER EXCEPTIONS



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

Lot Book Report

Order Number: **29357**

Customer:

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

Attn: Brent Steele
Reference: CV11-03509/Wendell Jose
IN RE: TAMAYO, VICTOR

Order Date: 8/28/2013
Dated as of: 8/28/2013
County Name: Riverside

FEE(s):
Report: \$120.00

Property Address: 5518 Mission Blvd
Riverside CA 92509

Assessor's Parcel No. : 181-061-025-4

Assessments:

Land Value:	\$23,056.00
Improvement Value:	\$121,068.00
Exemption Value:	\$0.00
Total Value:	\$144,124.00

Tax Information

Property Taxes for the Fiscal Year	2012-2013
Total Annual Tax	\$1,619.88
Status: Paid through	06/30/2013

Property Vesting

The last recorded document transferring title of said property

Dated	01/28/2003
Recorded	04/07/2003



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

Order Number: 29357
Reference: CV11-03509/Wen

Document No.	2003-242518
D.T.T.	\$137.50
Grantor	John Walczak and Agnes E. Walczak, husband and wife as joint tenants
Grantee	Victor Tamayo and Addy Tamayo husband and wife as joint tenants

Deeds of Trust

Position No.	1st
A Deed of Trust Dated	09/29/2004
Recorded	11/01/2004
Document No.	2004-0866852
Amount	\$225,000.00
Trustor	Victor Tamayo and Addy Tamayo, husband and wife as joint tenants
Trustee	F.C.I., a California corporation
Beneficiary	Mortgage Electronic Registration Systems, Inc., acting as a nominee for People's Choice Home Loan, Inc., a Wyoming Corporation

Additional Information

NO JUDGMENTS AND/OR LIENS FOUND.

Legal Description

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

LOT 23 AND THE WESTERLY RECTANGULAR 15.00 FEET OF LOT 24 OF FORT SITE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 14, PAGE(S) 29, OF MAPS RECORDER IN THE COUNTY RECORDER OF SAID COUNTY.

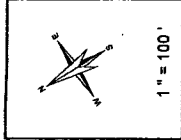
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

OCT 26 2010

POR. SE 1/4, SEC. 16, T. 2S., R. 5W.

TRA 099-036
099-093

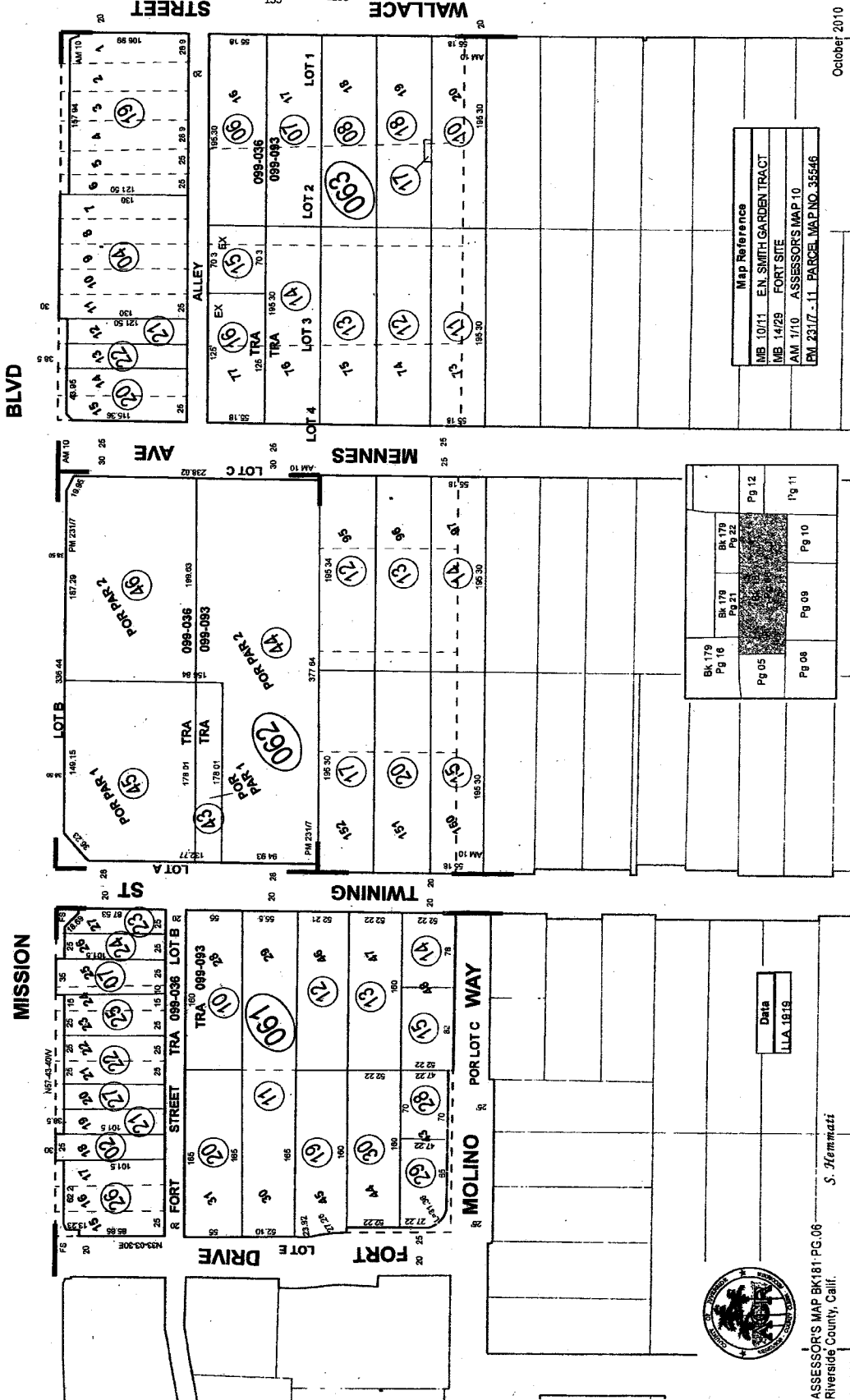
181-06
7-9



Legend

- Lot Line
- Right-Of-Way
- - - Old Lot Line
- - - Reference R O W
- - - Other Elements
- • • • • Lease Area
- • • • • Subdivision To Mark

Date	Old Number	New Number
07/19/97	062-9	37.18
07/19/99	062-10	2.30
07/19/99	062-19	11
07/20/05	063-5	18.87
07/20/05	063-1	24.87
07/20/05	061-3	21.87
07/20/05	061-5	22.87
07/20/05	061-9	23.87
07/20/05	062-21	33.87
07/20/05	062-23	34.87
07/20/05	062-24	35.87
07/20/05	062-25	36.87
07/20/05	063-3	21.87
07/20/05	061-8	24.87
07/20/05	063-2	22.87
07/20/05	061-6	22.87
07/20/05	061-4	22.87
07/20/05	062-27	38.87
07/20/05	062-28	46.87
07/20/05	062-29	46.87
07/20/05	062-30	46.87
07/20/05	062-31	46.87
07/20/05	062-32	46.87
07/20/05	062-33	46.87
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07/20/05	062-39	46.87
07/20/05	062-40	46.87
07/20/05	062-41	46.87
07/20/05	062-42	46.87
07/20/05	062-43	46.87
07/20/05	062-44	46.87



Map References

- MB 10/11 - EN. SMITH GARDEN TRACT
- MB 14/29 - FORT SITE
- AM 1/10 - ASSESSOR'S MAP 10
- RM 2317-11 - PARCEL MAP NO. 35546

Bk. 178 Pg. 16	Bk. 179 Pg. 21	Bk. 179 Pg. 22
Pg. 05	Pg. 09	Pg. 10
Pg. 11	Pg. 12	Pg. 11

Date
JLA 10/19



ASSESSOR'S MAP BK181 PG-06
Riverside County, Calif.

S. Memmatt

October 2010

ORANGE COAST TITLE CO.

RECORDING REQUESTED BY:
Silvercrest Realty Inc., Escrow Division
AND WHEN RECORDED, MAIL TO:

VICTOR Z. TAMAYO
5518 MISSION BLVD.
RIVERSIDE, CA 92509

DOC # 2003-242518

04/07/2003 08:00A Fee:23.00
Page 1 of 3 Doc T Tax Paid
Recorded in Official Records
County of Riverside
Gary L. Orso
Assessor, County Clerk & Recorder



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THIS

GRANT DEED

tra: 099-036

ASSESSOR'S PARCEL NO.: 181-061-006
TITLE ORDER NO.: R-221596-2
ESCROW NO.: 2194-KC

The undersigned Grantor(s) declare that the **DOCUMENT TRANSFER TAX IS:**
\$ 137.50 County City
 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:

**T
AM**

23

R-099-036-0

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, JOHN WALCZAK and AGNES E. WALCZAK. Husband and Wife as Joint Tenants

hereby GRANT(S) to: VICTOR TAMAYO AND ADDY TAMAYO HUSBAND AND WIFE AS JOINT TENENTS.

all that real property situated in the ^{area} City of RIVERSIDE, County of RIVERSIDE, State of California, described as: SEE EXHIBIT "A" ATTACHED HERETO AND MADE APART HERE OF.

Dated: January 28, 2003

State of California
County of Riverside
On 1-28-03

Before me Brenda K. Edwards JOHN WALCZAK

Personally appeared JOHN WALCZAK
AGNES E. WALCZAK

John Walczak
Agnes E. Walczak
AGNES E. WALCZAK

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

Brenda K. Edwards
Signature of Notary Public



(This area for official notary seal)

MAIL TAX STATEMENTS TO:
SAME AS ABOVE

Under the provisions of 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: BRENDA K. EDWARDS

Commission #: 1351242

County Where Bond is Filed: RIVERSIDE

State Where Bond is Filed: CALIFORNIA

Date Commission Expires: APRIL 14, 2006

Date: 4-4-03

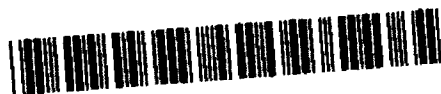
Signature: 
MONIQUE FEMATT



2003-242518
04/07/2003 08:00A
2 of 3

Exhibit "A"

Lot 23 and the Westerly rectangular 15 feet of Lot 24 of Fort Site, as shown by map on file in book 14, page(s) 29, of Maps, records of Riverside County, California.



2003-242518
04/07/2003 08:00A
3 of 3

**Recording Requested By
CHICAGO TITLE COMPANY**

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

DOC # 2004-0866852

11/01/2004 08:00A Fee:75.00

Page 1 of 23

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



Prepared By:

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DEED OF TRUST

MIN 100273900101506722

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DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated **September 29, 2004** together with all Riders to this document.

(B) "Borrower" is **VICTOR TAMAYO AND ADDY TAMAYO HUSBAND AND WIFE AS JOINT TENANTS**

Borrower's address is **5512 QUAPAW WAY, RIVERSIDE**, CA 92509

Borrower is the trustor under this Security Instrument.

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

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

10150672

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

Form 3005 1/01

- 6A(CA) (0207)

Page 1 of 15

Initials: **VT. AT.**

VMP MORTGAGE FORMS - (800)521-7291

Public Record

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

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

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

(F) "Note" means the promissory note signed by Borrower and dated September 29, 2004

The Note states that Borrower owes Lender TWO HUNDRED TWENTY-FIVE THOUSAND AND 00/100 Dollars

(U.S. \$225,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than October 1, 2034

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

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

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

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

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY

of

Riverside

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

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

'A'

(A.P.N. #: 181-061-006-7)

Parcel ID Number: 181-061-006-7

which currently has the address of

5518 MISSION BOULEVARD

[Street]

Riverside

[City], California 92509

[Zip Code]

("Property Address"):

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

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

10150672

U/M/P -6A(CA) (0207)

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Initials: *V.T. At.*

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Public Record

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

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

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

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

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

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

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

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

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

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 -6A(CA) (0207)

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Initials: *MT-AT*

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Public Record

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

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

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

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

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

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

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

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-GA(CA) (0207)

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Initials *UT At*

Form 3005 1/01

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10150672

 -6A(ICA) (0207)

Page 13 of 15

Initials: *KT-AJ*

Form 3005 1/01

Public Record

1.

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

Witnesses:

_____ *Victor Tamayo* _____ (Seal)
VICTOR TAMAYO -Borrower

_____ *Addy Tamayo* _____ (Seal)
ADDY TAMAYO -Borrower

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

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

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

10150672

 -6A(ICA) (0207)

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Form 3005 1/01

Public Record

State of California
County of *San Bernardino*

} ss.

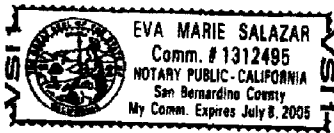
On *Sept. 29, 2004* before me, *Eva Marie Salazar, Notary Public*
personally appeared

VICTOR TAMAYO AND ADDY TAMAYO

, ~~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.

Eva Marie Salazar (Seal)



10150672

 -6A(CA) (0207)

Page 15 of 15

Initials: *VT-AT*

Form 3005 1/01

Public Record

EXHIBIT A

LOT 23 AND THE WESTERLY RECTANGULAR 15 FEET OF LOT 24 OF FORT SITE, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 14, PAGE 29 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Loan Number 10150672

ADJUSTABLE RATE RIDER
(LIBOR Six-Month Index (As Published In The Wall Street Journal)-Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 29th day of September, 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to PEOPLE'S CHOICE HOME LOAN, INC. a WYOMING CORPORATION ("Lender") of the same date and covering the property described in the Security Instrument and located at:

5518 MISSION BOULEVARD, Riverside, CALIFORNIA 92509
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.870%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of October, 2006 and on that day every 6 month(s) thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

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

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

msar1 09/26/01

Page 1 of 3

Initials: WT-AJ

Public Record

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding five and one-quarter percentage points (5.250%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.870 % or less than 6.870 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage points (1.000%) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 12.870%. My interest rate will never be less than 6.870%.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

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

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

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

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

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

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

5. BORROWER'S RIGHT TO PREPAY

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

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

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

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

Victor Tamayo (Seal)
VICTOR TAMAYO -Borrower

Addy Tamayo (Seal)
ADDY TAMAYO -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 29th day of September, 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to People's Choice Home Loan, Inc.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
5518 MISSION BOULEVARD, Riverside, CALIFORNIA 92509

[Property Address]

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

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

10150672

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

Initials: *J.T. At.*

Page 1 of 4

Form 3170 1/01

57R (0008)

VMP MORTGAGE FORMS - (800)521-7291

Public Record

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

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

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

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 18 is deleted.

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

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

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 12 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii)

10150672

 57R (0008)

Page 2 of 4

Initials: V.T.A.T.
Form 3170 1/01

Public Record

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

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

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

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

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

10150672

WHP-57R (0008)

Page 3 of 4

Initials: *L.T.A.J.*
Form 3170 1/01

Public Record

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

Victor Tamayo

VICTOR TAMAYO (Seal)
-Borrower

Addy Tamayo

ADDY TAMAYO (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

10150672

 57R (0008)

Page 4 of 4

Form 3170 1/01

EXHIBIT “E”



County of Riverside Code Enforcement Department

P.O. Box 1605, Riverside, CA 92502-1605
Phone: (951) 955-2004

DEMAND FOR PAYMENT STATEMENT OF ABATEMENT COSTS NOTICE OF SPECIAL TAX ASSESSMENT

September 26, 2013

VICTOR TAMAYO / ADDY TAMAYO
5518 MISSION BLVD
RIVERSIDE, CA 92509

Subject Property: 5518 MISSION BLV, RUBIDOUX
Case No(s): CV11-03509
APN No(s): 181-061-025

Dear Victor Tamayo / Addy Tamayo:

This NOTICE IS HEREBY PROVIDED that the County of Riverside Code Enforcement Department has incurred expenses during our efforts to abate the code violation(s) on the Subject Property. This abatement case involved Accumulated Rubbish, Excessive outside storage, Storage of Unpermitted Mobile Home(s) located on your real property commonly described as 5518 MISSION BLV, RUBIDOUX, and more particularly described as Assessor's Parcel Number 181-061-025.

The total amount due for the abatement actions concerning the above-described dangerous or injurious condition is **One Thousand Three Hundred Thirty Two Dollars and Ninety Cents (\$ 1,332.90)**.

PLEASE BE AWARE you have thirty (30) days from the date of this letter to pay these expenses at the above remit to address or the total amount due on the enclosed "Summary Statement of Abatement Costs" will be applied as a special tax assessment and abatement lien recorded upon the subject property. Payment must be made in the form of cashier's check or money order, made payable to the County of Riverside. Please note the property APN on the memo line of the check.

YOU HAVE THE RIGHT TO A HEARING ON THIS MATTER BEFORE AN ADMINISTRATIVE HEARING OFFICER or THE RIVERSIDE COUNTY BOARD OF SUPERVISORS. This hearing will allow you to contest some or all of the abatement costs and planned special assessment against the subject property. If you choose to exercise your right to a public hearing before the full County Board of Supervisors, please complete the enclosed "Board of Supervisors Request for Public Hearing" form and return it to the Code Enforcement Department within twenty (20) days of the date of this letter.

In the event you do not elect to request a public hearing before the Board of Supervisors, a public hearing before an independent Administrative Hearing Officer shall be scheduled and held for a final determination of this matter and authority to place a lien against the Subject Property, adding any amount due as a special tax assessment on the County tax rolls.

If you have any questions regarding this notice, or the process discussed above, please contact **Carol Lynn Anderson at (951) 955-1095**.



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

**NOTICE OF HEARING
RE: DEMAND FOR PAYMENT
STATEMENT OF ABATEMENT COSTS
NOTICE OF SPECIAL TAX ASSESSMENT**

This NOTICE IS HEREBY PROVIDED that a hearing will be held before an Administrative Hearing Officer on **Thursday, November 07, 2013, at 9:00 a.m.**, at 4080 Lemon Street, 12th Floor, Riverside, California. At such time and place, pertinent testimony will be heard regarding the expenses incurred by the County of Riverside, Code Enforcement Department, for the property located at 5518 MISSION BLV, RUBIDOUX and more particularly described as Assessor's Parcel Number 181-061-025.

If you have any objections to the Demand for Payment, also attached, you must address your objections to the Administrative Hearing Officer at the hearing. In the interim, if you have any questions about the Demand for Payment, please contact **Ms. Carol Lynn Anderson with Administrative Services at (951) 955-1095**. In the event the total amount due is not paid prior to the Hearing, the Code Enforcement Department will seek an order from the Administrative Hearing Officer to place a lien against your property and collect the amount due as a special tax assessment.

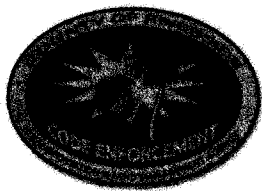
Failure to appear at the hearing will result in the exclusion of your testimony. Facts as known to Code Enforcement will be presented to the Administrative Hearing Officer for their final consideration and deliberation of this matter.

Thank you for your attention to this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "Carol Lynn Anderson", is written over a horizontal line.

Carol Lynn Anderson
Administrative Services Officer
Code Enforcement Department



CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

BOARD OF SUPERVISORS REQUEST FOR PUBLIC HEARING ON STATEMENT OF ABATEMENT COSTS AND SPECIAL TAX ASSESSMENT

VICTOR TAMAYO / ADDY TAMAYO
5518 MISSION BLVD
RIVERSIDE, CA 92509

Subject Property: 5518 MISSION BLV, RUBIDOUX
Case No(s): CV11-03509
APN No(s): 181-061-025

I, _____, hereby request a public hearing before the Board of
Supervisors (Please PRINT your name here)

regarding case number(s) _____.

I request notice of the Board of Supervisors hearing date, time, and location (which shall not be less than 10 days from the submission of this request) to be mailed to me at the following address:

Return Mailing Address: _____

Signed: _____ Date: _____
(Please SIGN your name here)

Print: _____
(Please PRINT your name here)

You may contact me at the following daytime phone number: _____

IMPORTANT
Keep a copy of this form and mail the original to:
Riverside County Code Enforcement Department Or Fax to: 951-955-5177
P.O. BOX 1605
Riverside, CA 92502-1605



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

RESPONSIBLE OR INTERESTED PARTIES LIST

September 26, 2013

VICTOR TAMAYO / ADDY TAMAYO
5518 MISSION BLVD
RIVERSIDE, CA 92509

OCCUPANT
- 5518 MISSION BLV
RUBIDOUX, CA 92509

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
P O BOX 2026
FLINT, MI 48501-2026



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

PROOF OF SERVICE

Case No. CV1103509

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

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

That on September 26, 2013, I served the following documents(s):

**Demand for Payment Statement of Abatement Costs Notice of Special Tax Assessment
Request for Public Hearing on Statement of Abatement Costs and Special Tax Assessment
Notice of Hearing Re: Demand for Payment
Summary Statement of Abatement Costs
Statement of Abatement Costs
Administrative Citation (3)
Responsible or Interested Parties List**

by placing a true copy thereof enclosed in a sealed envelope(s) by **REGULAR MAIL** addressed as follows:

VICTOR TAMAYO / ADDY TAMAYO 5518 MISSION BLVD, RIVERSIDE, CA 92509
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC P O BOX 2026, FLINT, MI 48501-2026

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

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

EXECUTED ON September 26, 2013, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

Dean Deines
By: Dean Deines, Code Enforcement Aide



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

AFFIDAVIT OF POSTING OF NOTICES

October 8, 2013

RE CASE NO: CV1103509

I, Diana Parra, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is:
4080 Lemon Street, 2ndFloor Riverside, California 92501 Mail Stop #2135

That on 09/27/13 at 11:58 a.m., I securely and conspicuously posted Demand For Payment Statement of Abatement Costs Notice of Special Tax Assessment at the property described as:

Property Address: 5518 MISSION BLV, RUBIDOUX

Assessor's Parcel Number: 181-061-025

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

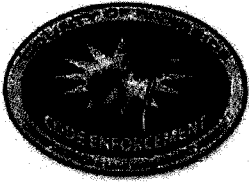
Executed on October 8, 2013 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT


By: Diana Parra, Code Enforcement Officer

Tamayo

EXHIBIT “F”



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

**BOARD OF SUPERVISORS
REQUEST FOR PUBLIC HEARING
ON STATEMENT OF ABATEMENT COSTS
AND SPECIAL TAX ASSESSMENT**

VICTOR TAMAYO / ADDY TAMAYO
5518 MISSION BLVD
RIVERSIDE, CA 92509

Subject Property: 5518 MISSION BLV, RUBIDOUX
Case No(s): CV11-03509
APN No(s): 181-061-025

I, Victor Tamayo, hereby request a public hearing before the Board of
Supervisors (Please PRINT your name here)

regarding case number(s) CV11-03509

I request notice of the Board of Supervisors hearing date, time, and location (which shall not be less than 10 days from the submission of this request) to be mailed to me at the following address:

Return Mailing Address: 5518 MISSION Blvd
Jurupa Valley Ca 92509

Signed: Victor Tamayo Date: 10-1-13
(Please SIGN your name here)

Print: VICTOR TAMAYO
(Please PRINT your name here)

You may contact me at the following daytime phone number: (951) 220-1231

IMPORTANT
Keep a copy of this form and mail the original to:
Riverside County Code Enforcement Department Or Fax to: 951-955-5177
P.O. BOX 1605
Riverside, CA 92502-1605

Stamped
SB 10/1/13

RECEIVED OCT 09 2013

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Victor Tamayo

Address: 5518 Mission Blvd.
(only if follow-up mail response requested)

City: Jurupa Valley **zip:** 92509

Phone #: (951) 220-1231

Date: 9-9-14 **Agenda #** 9-3

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support **Oppose** **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

Support **Oppose** **Neutral**

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.