

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

213B



FROM: TLMA – Code Enforcement Department

SUBMITTAL DATE:
July 23, 2014

SUBJECT: Abatement of Public Nuisance [Grading Without Permits and Illicit Discharge of Pollutants]
Case No: CV11-05324 [OLSEN, MOLT, MAYS]
Subject Property: 38550 Ganson Place, Temecula; APN: 915-370-015
District: 3/3 [\$0]

RECOMMENDED MOTION: That the Board of Supervisors move that:

1. The grading without permits and the illicit discharge of pollutants (caused by the failure to implement and maintain erosion and sediment control measures) on the real property located at 38550 Ganson Place, Temecula, Riverside County, California, APN: 915-370-015 be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which prohibits grading of more than fifty (50) cubic yards without a permit and Riverside County Ordinance No. 754 which regulates the discharge of pollutants into the county storm drain system.
2. That a five (5) year hold on the issuance of building permits and land use approvals be placed on the property.

Greg Flannery

GREG FLANNERY
Code Enforcement Official

(Continued)

FOR THE APPROVED COUNTY COUNSEL
 BY: *L. Alexandra Fong*
 L. ALEXANDRA FONG
 DATE: 6/23/14

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
Steven C. Horn
BY: Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

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

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

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

9-5

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

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

FORM 11: Abatement of Public Nuisance [Grading Without Permits and Illicit Discharge of Pollutants]

Case No: CV11-05324 [OLSEN, MOLT, MAYS]

Subject Property: 38550 Ganson Place, Temecula; APN: 915-370-015

District: 3/3

DATE: July 23, 2014

PAGE: 2 of 3

RECOMMENDED MOTION (continued):

3. The owners, Ryan Andrew Olsen, Mary Beth Molt, and Richard Gary Mays, or whoever has possession of the real property, be directed to restore the unpermitted grading and implement and maintain erosion and sediment control measures so as to prevent offsite drainage and slope erosion on the property within ninety (90) days.

4. If the owners or whoever has possession or control of the real property do not take the above described actions within ninety (90) days of the date of the Board's Order to Abate, that representatives of the Code Enforcement Department, Sheriff's Department, and/or a contractor, upon consent of the owners or receipt of a Court Order authorizing entry onto the real property when necessary under applicable law, may restore the property so as to prevent offsite drainage and slope erosion.

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

6. That upon the restoration of the property, so as to prevent offsite drainage and slope erosion and payment of all abatement costs assessed against the property, the five (5) year hold on the issuance of building permits and land use approvals may be lifted.

7. County Counsel be directed to prepare the necessary Findings of Facts and Conclusions that grading without permit and illicit discharge of pollutants (caused by the failure to implement and maintain erosion and sediment control measures) on the real property is declared to be in violation of Riverside County Ordinance Nos. 457 and 754 and a public nuisance, and further, to prepare an Order to Abate for approval by the Board.

BACKGROUND:

1. Code Enforcement has been working with the property owners since June 2011 to resolve the violation.

2. An inspection was made on the subject property by Senior Officer Sanders and Code Enforcement Officer Pollard on September 3, 2013. The inspection revealed two (2) graded pads and imported soil of approximately three thousand three cubic yards (3,003). Furthermore, owners failed to implement and maintain erosion and sediment control measures. A search of Riverside County records indicates that no permit for the grading has been obtained.

3. A follow-up inspection of the above-described real property on April 16, 2014, revealed that the property continues to be in violation of Riverside County Ordinance Nos. 457 and 754.

4. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for the grading without permit and failure to implement erosion and sediment control measures..

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

FORM 11: Abatement of Public Nuisance [Grading Without Permits and Illicit Discharge of Pollutants]

Case No: CV11-05324 [OLSEN, MOLT, MAYS]

Subject Property: 38550 Ganson Place, Temecula; APN: 915-370-015

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PAGE: 3 of 3

Impact on Citizens and Businesses

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

SUPPLEMENTAL:

N/A

Additional Fiscal Information

N/A

Contract History and Price Reasonableness

N/A

ATTACHMENTS

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



9-3

9:30 a.m. being the time set for public hearing on the recommendation from Transportation & Land Management Agency/Code Enforcement regarding Public Hearing on Abatement of Public Nuisance (Grading Without Permits and Illicit Discharge of Pollutants) on Case No. CV 11-05324, located at 38550 Ganson Place, Temecula; APN: 915-370-015, 3rd/3rd District, the chairman called the matter for hearing.

Patricia Munroe, Deputy County Counsel, presented the matter.

On motion of Supervisor Ashley, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is continued to Tuesday, September 9, 2014 at 9:30 a.m.

Roll Call:

Ayes: Jeffries, Tavaglione, Benoit and Ashley
Nays: None
Absent: Stone

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on August 5, 2014 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors
Dated: August 5, 2014
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

(seal)

By:  Deputy

AGENDA NO.
9-3

xc: TLMA/CED, COB

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

3 IN RE ABATEMENT OF PUBLIC NUISANCE) CASE NO. CV 11-05324
4 [GRADING WITHOUT PERMITS, ILLICIT)
5 DISCHARGE OF POLLUTANTS]; APN: 915-370-) DECLARATION OF CODE
6 015, 38550 GANSON PLACE, TEMECULA,) ENFORCEMENT OFFICER
7 COUNTY OF RIVERSIDE, STATE OF) BRETT POLLARD
8 CALIFORNIA; RYAN ANDREW OLSEN, MARY)
9 BETH MOLT, RICHARD GARY MAYS, OWNERS.) [RCO Nos. 457 & 754]
10)
11)
12)
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28)

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

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

15 2. On September 3, 2013, Senior Officer Sanders and I conducted an inspection of the real
16 property described as 38550 Ganson Place, Temecula, Riverside County, California and further
17 described as Assessor's Parcel Number 915-370-015 (hereinafter described as "THE PROPERTY"). A
18 true and correct copy of a Thomas Brothers map page indicating the location of THE PROPERTY is
19 attached hereto and incorporated herein by reference as Exhibit "A."

20 3. A review of County records and documents disclosed that THE PROPERTY is owned by
21 Ryan Andrew Olsen ("OLSEN"), Mary Beth Molt ("MOLT") and Richard Gary Mays ("MAYS") (hereinafter
22 referred to as "OWNERS"). A certified copy of the County Equalized Assessment Roll for 2013-2014 tax
23 year and a copy of the report generated from the County Geographic Information System ("GIS") are
24 attached hereto and incorporated herein by reference as Exhibit "B."

25 ///

26 ///

27 ///

28 ///

1 4. Based on the Lot Book Report from RZ Title Service dated January 23, 2014, it is
2 determined that other parties may potentially hold a legal interest in THE PROPERTY, to wit: Prospect
3 Mortgage, LLC, MERS, acting as a nominee for LSI Title Company, and Debra Dirienzo (hereinafter
4 referred to as "INTERERSTED PARTIES"). A true and correct copy of the Lot Book Report is attached
5 hereto and incorporated herein by reference as Exhibit "C."

6 5. This case has been open and ongoing without compliance since 2011. Prior to the
7 September 2013 inspection, Code Enforcement staff conducted a search of the Department of Building
8 and Safety's records to determine whether a grading permit had been obtained. Code Enforcement staff
9 learned that a grading permit was not obtained by OWNERS or any other individuals.

10 6. On September 3, 2013, Senior Officer Sanders and I arrived at THE PROPERTY and
11 made contact with OWNER MOLT who granted permission to inspect. We took measurements with a
12 measuring wheel. The inspection revealed two (2) graded pads on THE PROPERTY. The first pad is an
13 oval shaped arena that measured 303' in length. The end was approximately 67' wide and the center of
14 the pad was 94' wide. The second pad was rectangular shape. It measured 229' in length, 57' in width
15 and 2.5' in depth. Both graded areas combined were a minimum of three thousand three cubic yards
16 (3,003). During the time of the inspection, Officer Sanders and I did not observe any erosion or sediment
17 control measures. Soil erosion and sediment controls are measures which are used to reduce the
18 amount of soil particles that are carried off a land area and deposited into receiving water. As a result of
19 the unapproved grading and failure to implement and maintain erosion and sediment control measures, it
20 was determined that THE PROPERTY constituted a public nuisance in violation of the provisions set
21 forth in Riverside County Ordinance ("RCO") Nos. 457 and 754.

22 7. On September 5, 2013, a copy of the Notice of Violation was posted on the property.

23 8. On September 4, 2013, a Notice of Violation was mailed to OWNERS by first class mail.
24 On March 11, 2014, a Notice of Violation was sent to OWNERS and INTERESTED PARTIES by first
25 class mail.

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

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

1 11. On April 16, 2014, a follow up inspection of THE PROPERTY was conducted. A search
2 was also conducted of the Department of Building and Safety's records on this date to determine
3 whether a permit was obtained to correct the violation. The search revealed that no permits were
4 obtained to correct the violation. A review of County records Therefore, THE PROPERTY remains in
5 violation of RCO No. 457.

6 12. Based upon my experience, knowledge and visual observations, it is my determination
7 that the conditions on THE PROPERTY are dangerous to the neighboring property owners and the
8 general public and is a public nuisance.

9 14. Based upon my experience, knowledge, visual observations and research, it is my
10 determination that the grading on THE PROPERTY is in excess of fifty (50) cubic yards and was done
11 without a permit and is therefore in violation of RCO No. 457 and the failure to implement and maintain
12 erosion control measures to prevent the illicit discharge of pollutants is in violation of RCO No. 754.

13 15. Furthermore, a recent inspection showed THE PROPERTY remained in violation of RCO
14 Nos. 457 and 754.

15 16. Under RCO No. 725, any condition caused, maintained or permitted to exist in violation of
16 any provisions of county land use ordinance, including RCO No. 457 and 754 are declared unlawful and
17 a public nuisance that may be abated consistent with the procedures provided for in RCO No. 725, or in
18 any other manner provided by law.

19 17. A Notice of Pendency of Administrative Proceedings was recorded in the Office of the
20 County Recorder, County of Riverside, State of California, on October 31, 2012, as Instrument Number
21 2012-0522833. A true and correct copy of which is attached hereto and incorporated herein by reference
22 as Exhibit "F."

23 18. A Notice to Correct County Ordinance Violations and Abate Public Nuisance, providing
24 notice of the Board of Supervisors' hearing was mailed to OWNERS and INTERESTED PARTIES by first
25 class mail and was posted on THE PROPERTY. A true and correct copy of the notice, together with
26 Proof of Service and the Affidavit of Posting of Notice are attached hereto and incorporated hereon by
27 reference as Exhibit "G."

1 19. The complete restoration or remediation of THE PROPERTY affected by the unapproved
2 grading without permits is required to bring THE PROPERTY into compliance with RCO Nos. 457 and
3 754.

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

5 (a) the grading without permits and illicit discharge of pollutants (caused by the failure
6 to implement and maintain erosion control measures) on THE PROPERTY be deemed and declared a
7 public nuisance; and

8 (b) that a five year hold on the issuance of building permits and land use approvals be
9 placed on THE PROPERTY;

10 (c) the OWNERS or whoever has possession or control of THE PROPERTY be
11 required to restore the unpermitted grading on THE PROPERTY so as to prevent offsite drainage and
12 slope erosion in accordance with the provisions of all applicable County ordinances, including but not
13 limited to RCO Nos. 457 and 754 within ninety (90) days of the Board's Order to Abate Nuisance;

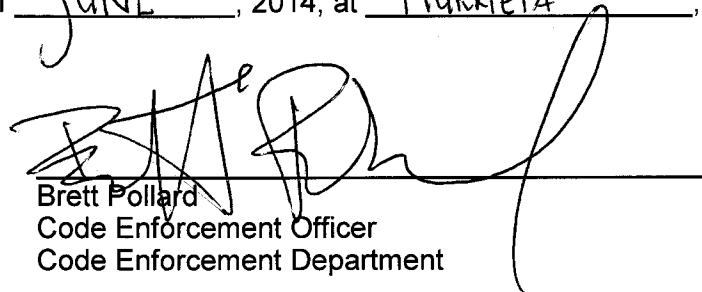
14 (d) that if THE PROPERTY is not restored so as to prevent offsite drainage and slope
15 erosion within ninety (90) days of the Board's Order to Abate Nuisance, the County will retain a county-
16 approved contractor to restore THE PROPERTY so as to prevent offsite drainage and slope erosion;

17 (e) that upon restoration of THE PROPERTY, so as to prevent offsite drainage and
18 slope erosion, and payment of all abatement costs, the five (5) year hold on the issuance of building
19 permits and land use approval may be released; and

20 (f) that reasonable costs of abatement, after notice and opportunity for hearing, shall
21 be imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE
22 PROPERTY pursuant to Government Code Section 25845 and RCO Nos. 457, 754 and 725.

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

25 Executed this 18TH day of JUNE, 2014, at MURRIETA, California.

26
27
28

Brett Pollard
Code Enforcement Officer
Code Enforcement Department

Abatement Exhibit List

Exhibit A – Thomas Bros Map with arrow to situs

Exhibit B – Assessors Roll and GIS report

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

Exhibit D – Site Plan and Photographs

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

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

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

EXHIBIT “A”

930

SEE 900 MAP

SEE 960 MAP

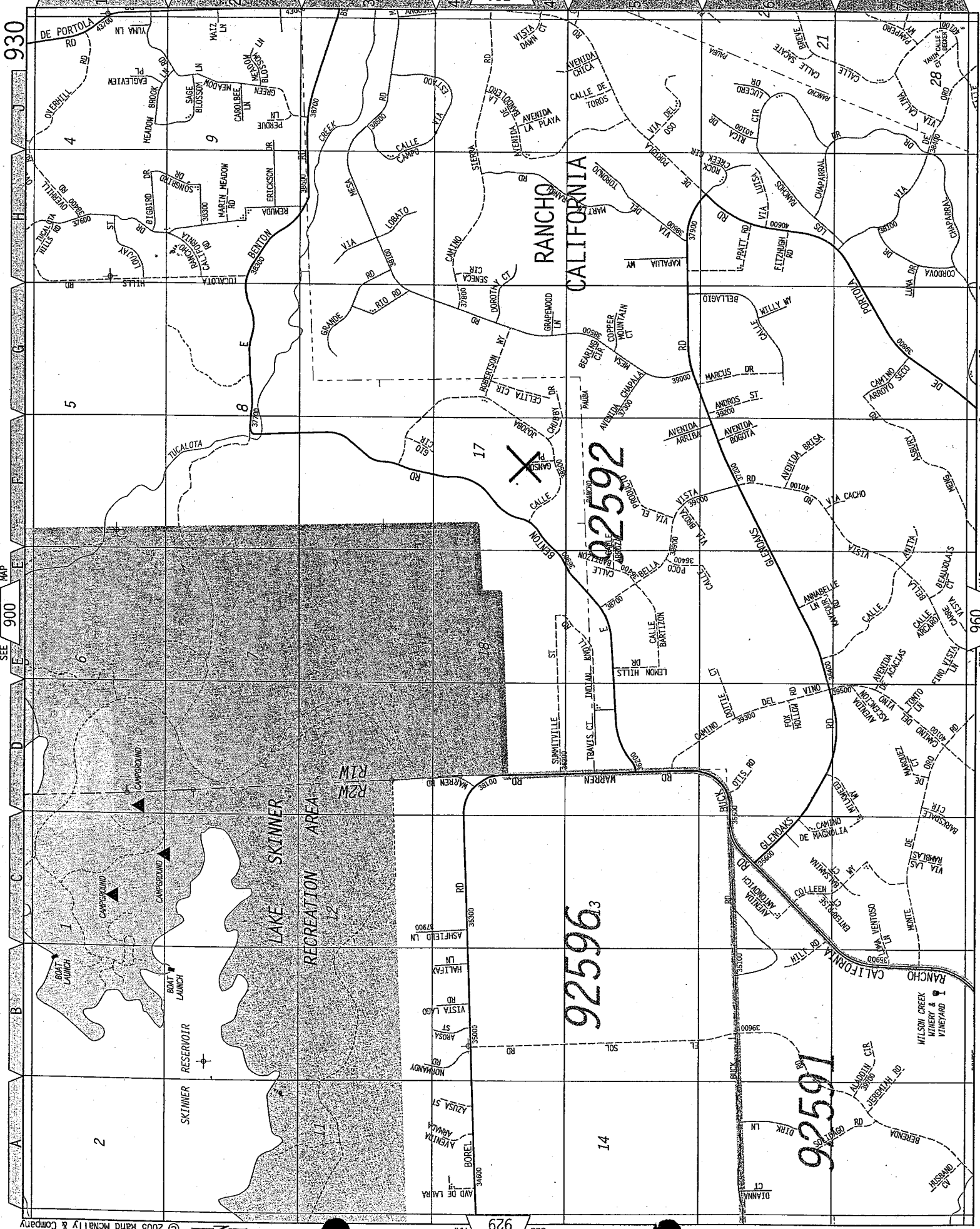


EXHIBIT “B”

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

Assessment #915370015-5		Parcel # 915370015-5	
Assessee:	OLSEN RYAN ANDREW	Land	156,060
Assessee:	MOLT MARY BETH	Structure	374,544
Assessee:	MAYS RICHARD GARY	Full Value	530,604
Mail Name:	C/O RICHARD G MAYS	Total Net	530,604
Mail Address:	29742 CALLE PANTANO		
City, State Zip:	TEMECULA CA 92591		
Real Property Use Code:	R1	View Parcel Map	
Base Year	2011		
Conveyance Number:	0616437		
Conveyance (mm/yy):	12/2010		
PUI:	R010012		
TRA:	94-124		
Taxability Code:	0-00		
ID Data:	Lot 8 PM 046/061 PM 8406		
Situs Address:	38550 GANSON PL TEMECULA CA 92592		



CV11-05324



Selected parcel(s):
915-370-015

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

915-370-015-5

OWNER NAME / ADDRESS

RYAN ANDREW OLSEN
MARY BETH MOLT
RICHARD GARY MAYS
38550 GANSON PL
TEMECULA, CA. 92592

MAILING ADDRESS

C/O RICHARD G MAYS
29742 CALLE PANTANO

TEMECULA CA. 92591

LEGAL DESCRIPTION

RECORDED BOOK/PAGE: PM 46/61
SUBDIVISION NAME: PM 8406
LOT/PARCEL: 8, BLOCK: NOT AVAILABLE
Por. TRACT NUMBER: NOT AVAILABLE

LOT SIZE

RECORDED LOT SIZE IS 10.99 ACRES

PROPERTY CHARACTERISTICS

WOOD FRAME, 2772 SQFT., 4 BDRM/ 3.5 BATH, 2 STORY, ATTACHED GARAGE(798 SQ. FT), CONST'D 1998 TILE, ROOF, CENTRAL HEATING, CENTRAL COOLING, POOL

THOMAS BROS. MAPS PAGE/GRID

PAGE: 930 GRID: F4

CITY BOUNDARY/SPHERE

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

MARCH JOINT POWERS AUTHORITY

NOT IN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY

INDIAN TRIBAL LAND

NOT IN A TRIBAL LAND

SUPERVISORIAL DISTRICT 2011 (ORD. 813)

JEFF STONE, DISTRICT 3

SUPERVISORIAL DISTRICT (2001 BOUNDARIES)

JEFF STONE, DISTRICT 3

TOWNSHIP/RANGE

T7SR1W SEC 17

ELEVATION RANGE

1760/1812 FEET

PREVIOUS APN

915-370-008

PLANNING

LAND USE DESIGNATIONS

RR

SANTA ROSA ESCARPMENT BOUNDARY

NOT IN THE SANTA ROSA ESCARPMENT BOUNDARY

AREA PLAN (RCIP)

SOUTHWEST AREA

COMMUNITY ADVISORY COUNCILS

NOT IN A COMMUNITY ADVISORY COUNCIL AREA

GENERAL PLAN POLICY OVERLAYS

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

GENERAL PLAN POLICY AREAS

NONE

ZONING CLASSIFICATIONS (ORD. 348)

R-A-5

ZONING DISTRICTS AND ZONING AREAS

RANCHO CALIFORNIA AREA

ZONING OVERLAYS

NOT IN A ZONING OVERLAY

NOT IN AN HISTORIC PRESERVATION DISTRICT

SPECIFIC PLANS

NOT WITHIN A SPECIFIC PLAN

AGRICULTURAL PRESERVE

NOT IN AN AGRICULTURAL PRESERVE

REDEVELOPMENT AREAS

NOT IN A REDEVELOPMENT AREA

AIRPORT INFLUENCE AREAS

NOT IN AN AIRPORT INFLUENCE AREA

AIRPORT COMPATIBILITY ZONES

NOT IN AN AIRPORT COMPATIBILITY ZONE

ENVIRONMENTAL

CVMSHCP (COACHELLA VALLEY MULTI-SPECIES HABITAT CONSERVATION PLAN) CONSERVATION AREA

NOT IN A CONSERVATION AREA

CVMSHCP FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREAS

NOT IN A FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREA

WRMSHCP (WESTERN RIVERSIDE COUNTY MULTI-SPECIES HABITAT CONSERVATION PLAN) CELL GROUP

NOT IN A CELL GROUP

WRMSHCP CELL NUMBER

NOT IN A CELL

HANS/ERP (HABITAT ACQUISITION AND NEGOTIATION STRATEGY/EXPEDITED REVIEW PROCESS)

NONE

VEGETATION (2005)

AGRICULTURAL LAND
COASTAL SAGE SCRUB
DEVELOPED/DISTURBED LAND

FIRE

HIGH FIRE AREA (ORD. 787)

NOT IN A HIGH FIRE AREA

FIRE RESPONSIBILITY AREA

STATE 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. SOUTHWEST

DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)

SOUTHWEST AREA

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

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

DEVELOPMENT AGREEMENTS

NOT IN A DEVELOPMENT AGREEMENT AREA

TRANSPORTATION

CIRCULATION ELEMENT ULTIMATE RIGHT-OF-WAY

NOT IN A CIRCULATION ELEMENT RIGHT-OF-WAY

ROAD BOOK PAGE

126

TRANSPORTATION AGREEMENTS

NOT IN A TRANSPORTATION AGREEMENT

CETAP (COMMUNITY AND ENVIRONMENTAL TRANSPORTATION ACCEPTABILITY PROCESS) CORRIDORS

NOT IN A CETAP CORRIDOR.

HYDROLOGY

FLOOD PLAIN REVIEW

NOT REQUIRED

WATER DISTRICT

EMWD

FLOOD CONTROL DISTRICT

RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

WATERSHED

SANTA MARGARITA

GEOLOGIC

FAULT ZONE

NOT IN A FAULT ZONE

FAULTS

NOT WITHIN A 1/2 MILE OF A FAULT

LIQUEFACTION POTENTIAL

NO POTENTIAL FOR LIQUEFACTION EXISTS

SUBSIDENCE

NOT IN A SUBSIDENCE AREA

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

TEMECULA VALLEY UNIFIED

COMMUNITIES

RANCHO CALIFORNIA

COUNTY SERVICE AREA

NOT IN A COUNTY SERVICE AREA.

LIGHTING (ORD. 655)

ZONE B, 16.57 MILES FROM MT. PALOMAR OBSERVATORY

2010 CENSUS TRACT

043239

FARMLAND

LOCAL IMPORTANCE

OTHER LANDS

TAX RATE AREAS

094124

- COUNTY FREE LIBRARY
- COUNTY STRUCTURE FIRE PROTECTION
- COUNTY WASTE RESOURCE MGMT DIST
- CSA 152
- EASTERN MUNICIPAL WATER
- ELS MURRIETA ANZA RESOURCE CONS
- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZONE 7
- GENERAL
- GENERAL PURPOSE
- METRO WATER EAST 1301999
- MT SAN JACINTO JUNIOR COLLEGE
- RANCHO CAL WTR R DIV DEBT SV
- RANCHO CALIF JT WATER
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- TEMECULA PUBLIC CEMETERY
- TEMECULA UNIFIED
- TEMECULA UNIFIED B & I
- VALLEY WIDE REC & PARK

SPECIAL NOTES

NO SPECIAL NOTES

CODE COMPLAINTS

Case #	Description	Start Date
CV1105324	NEIGHBORHOOD ENFORCEMENT	Jul. 13, 2011

BUILDING PERMITS

Case #	Description	Status
BEL980360	TEMPORARY POWER PIGGYBACK TO SFD	EXPIRED
BGR972039	PRECISED GRADE FOR SINGLE FAMILY RESIDENCE	EXPIRED
BRS971383	DWLG AND ATT GAR - 2772 SQ FT	FINAL
BSP051352	GUNITE POOL AND SPA W/GROTTO,WATERFALL,ROCKS	EXPIRED

ENVIRONMENTAL HEALTH PERMITS

Case #	Description	Status
NO ENVIRONMENTAL PERMITS	NOT APPLICABLE	NOT APPLICABLE

PLANNING PERMITS

Case #	Description	Status
MT980133	PM8406 PAR 8	PAID
MT980208	PM 8406 POR LOT 8	PAID
MT981317	PM 8406 PAR 8	PAID
PDB01376	QUINO	RECEIVED

REPORT PRINTED ON...Tue Apr 15 06:44:15 2014
Version 131127

EXHIBIT “C”



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

Lot Book Report

Order Number: **30618**

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

Order Date: 1/21/2014
 Dated as of: 1/23/2014
 County Name: Riverside

Attn: Brent Steele
 Reference: CV11-05324/E. Ross
 IN RE: OLSEN, RYAN ANDREW

FEE(s):
 Report: \$120.00

Property Address: 38550 Ganson Pl.
 Temecula CA 92592

Assessor's Parcel No. : 915-370-015-5

Assessments:

Land Value:	\$156,060.00
Improvement Value:	\$374,544.00
Exemption Value:	\$0.00
Total Value:	\$530,604.00

Tax Information

Property Taxes for the Fiscal Year	2013-2014
First Installment	\$3,047.45
Penalty	\$0.00
Status	PAID (PAID THRU 01/31/2014)
Second Installment	\$3,047.45
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2014)



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

Order Number: 30618
Reference: CV11-05324/E. R

Property Vesting

The last recorded document transferring title of said property

Dated	11/10/2010
Recorded	12/23/2010
Document No.	2010-0616437
D.T.T.	\$561.00
Grantor	Deutsche Bank National Trust Company, as Trustee for the Certificateholders of Soundview Home Loan Trust 2006-OPT4, Asset-Backed Certificates, Series 2006-OPT4
Grantee	Ryan Andrew Olsen and Mary Beth Molt, husband and wife and Richard Gary Mays, a married man as his sole and separate property, as to an undivided each 1/3rd interest, all as tenants in common

Deeds of Trust

Position No.	1st
A Deed of Trust Dated	12/17/2010
Recorded	12/23/2010
Document No.	2010-0616438
Amount	\$408,000.00
Trustor	Ryan Andrew Olsen and Mary Beth Molt, husband and wife and Richard Gary Mays, a married man, as his sole and separate property, as to an undivided each 1/3rd interest, all as tenants in common
Trustee	LSI Title Company, Inc.
Beneficiary	Mortgage Electronic Registration Systems, Inc., acting as a nominee for LSI Title Company, Inc.

Position No.	2nd
A Deed of Trust Dated	01/28/2011
Recorded	05/13/2011
Document No.	2011-0212029
Amount	\$150,000.00



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

Order Number: 30618

Reference: CV11-05324/E. R

Trustor	Ryan Andrew Olsen and Mary Beth Molt
Trustee	Continental Auxiliary Company, a California corporation
Beneficiary	Debra DiRienzo

Additional Information

A Notice of Administrative Proceedings by the

City of	Temecula
County of	Riverside
Recorded	10/31/2012
Document No.	2012-0522833

A Notice of Administrative Proceedings by the

City of	Temecula
County of	Riverside
Recorded	10/31/2012
Document No.	2012-0522834

Legal Description

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

PARCEL 8 OF PARCEL MAP 8406, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 46, PAGES 61 TO 64 OF PARCEL MAPS, RECORDED IN THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION THAT LIES WITHIN THE BOUNDARIES OF LOTS 2, 3 AND 4 OF TRACT MAP 17709-1, AS SHOWN BY MAP ON FILE IN BOOK 146, PAGES 1 THROUGH 5 OF MAPS, RECORDS OF SAID COUNTY RECORDER.

APR 07 2008

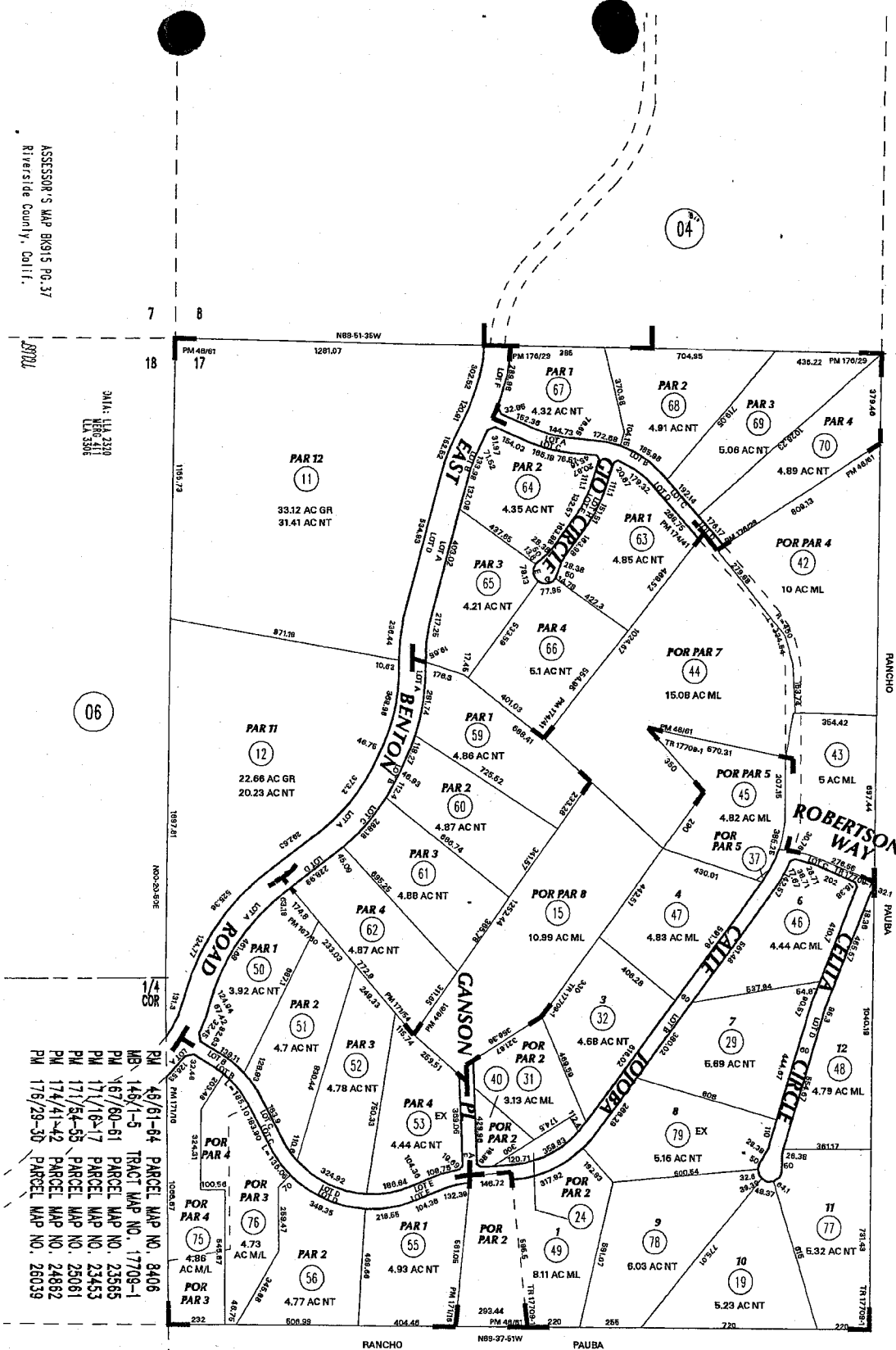
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAP NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

POR, FSEC 17 T. 7S., R. 1W

T. R. A. 094-124

915-37
915-06

ASSESSOR'S MAP BK915 PG. 37
Riverside County, Calif.



- PM 146/1-5 TRACT MAP NO. 17709-1
- PM 167/60-61 PARCEL MAP NO. 23565
- PM 171/16-17 PARCEL MAP NO. 23453
- PM 171/54-55 PARCEL MAP NO. 25061
- PM 174/41-42 PARCEL MAP NO. 24862
- PM 176/28-30 PARCEL MAP NO. 26039
- PM 46/61-64 PARCEL MAP NO. 8406
- MB 146/1-5 TRACT MAP NO. 17709-1
- PM 167/60-61 PARCEL MAP NO. 23565
- PM 171/16-17 PARCEL MAP NO. 23453
- PM 171/54-55 PARCEL MAP NO. 25061
- PM 174/41-42 PARCEL MAP NO. 24862
- PM 176/28-30 PARCEL MAP NO. 26039

DATE	OLD NUMBER	NEW NUMBER
7/7/74	1	1
7/7/74	2	2
7/7/74	3	3
7/7/74	4	4
7/7/74	5	5
7/7/74	6	6
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7/7/74	100	100



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PRELIMINARY REPORT - CALIFORNIA
LEGAL DESCRIPTION

EXHIBIT "ONE"

PARCEL 8 OF PARCEL MAP 8406, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 46, PAGES 61 TO 64 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.
EXCEPT THEREFROM THAT PORTION THAT LIES WITHIN THE BOUNDARIES OF LOTS 2, 3 AND 4 OF TRACT MAP 17709-1, AS SHOWN BY MAP ON FILE IN BOOK 146, PAGES 1 THROUGH 5 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

LSI TITLE COMPANY

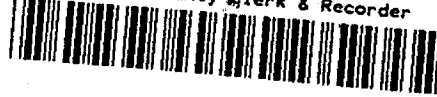
SHM WITK

Recording Requested By:
PROSPECT MORTGAGE, LLC

DOC # 2010-0616438
12/23/2010 01:42P Fee:63.00

Page 1 of 16
Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder



And After Recording Return To:
PROSPECT MORTGAGE, LLC
15301 VENTURA BLVD, SUITE D250
SHERMAN OAKS, CALIFORNIA 91403
Loan Number: 81126464

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DEED OF TRUST

MIN: 100034200811264641

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 DECEMBER 17, 2010, together with all Riders to this document
- (B) "Borrower" is Ryan Andrew Olsen and Mary Beth Molt, HUSBAND AND WIFE and Richard Gary Mays, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY, AS TO AN UNDIVIDED EACH 1/3RD INTEREST, ALL AS TENANTS IN COMMON

Borrower is the trustor under this Security Instrument
(C) "Lender" is PROSPECT MORTGAGE, LLC

Lender is a LIMITED LIABILITY COMPANY organized and existing under the laws of DELAWARE
Lender's address is 15301 VENTURA BLVD, SUITE D300, SHERMAN OAKS, CALIFORNIA 91403

(D) "Trustee" is LSI TITLE COMPANY, INC
3220 EL CAMINO REAL, Irvine, California 92602

(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 DECEMBER 17, 2010

The Note states that Borrower owes Lender **FOUR HUNDRED EIGHT THOUSAND AND 00/100**
Dollars (U S S 408,000.00) plus interest
Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than
JANUARY 1, 2041

(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 type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Planned Unit Development Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Condominium 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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U S C §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]

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF
A.P.N.: 915-370-015-5

which currently has the address of 38550 GANSON PLACE

[Street]

TEMECULA

[City]

, California

92592

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

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed

by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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

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

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

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

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

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

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

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

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to

Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

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

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

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

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

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

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

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to

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

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

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

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

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

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

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

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

secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

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

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

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

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


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

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


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

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

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to Borrower at the address set forth above


RYAN ANDREW OLSEN (Seal)
-Borrower


MARY BETH MOLT (Seal)
-Borrower


RICHARD GARY MAXS (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Witness:

Witness:

[Space Below This Line For Acknowledgment]

State of California)
County of Riverside) ss

On December 17, 2010 before me, Robin L. Ridgway, notary public.

personally appeared RYAN ANDREW OLSEN AND MARY BETH MOLT AND RICHARD GARY MAYS

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

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

WITNESS my hand and official seal

Robin L. Ridgway
NOTARY SIGNATURE
Robin L. Ridgway
(Typed Name of Notary)

NOTARY SEAL

PRELIMINARY REPORT - CALIFORNIA
LEGAL DESCRIPTION

EXHIBIT "ONE"

PARCEL 8 OF PARCEL MAP 8406, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 46, PAGES 61 TO 64 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPT THEREFROM THAT PORTION THAT LIES WITHIN THE BOUNDARIES OF LOTS 2, 3 AND 4 OF TRACT MAP 17709-1, AS SHOWN BY MAP ON FILE IN BOOK 146, PAGES 1 THROUGH 5 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Riverside

On December 17TH 2010 before me, Robin L. Ridgway, notary public
(Here insert name and title of the officer)

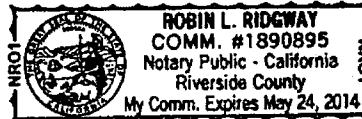
personally appeared Ryan Andrew Olsen and Mary Beth Moltand Richard Gary Mays

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

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

WITNESS my hand and official seal.

Robin L. Ridgway
 Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Deed of Trust
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 14 Document Date 12-17-10

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they - is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ✦ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ✦ Indicate title or type of attached document, number of pages and date.
 - ✦ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

WHEN RECORDED MAIL TO:

Debra S. DiRienzo
14223 Ipava Drive
Poway, CA 92064-3426

DOC # 2011-0212029
05/13/2011 08:00A Fee:39.00
Page 1 of 8
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



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39-

DEED OF TRUST



THIS DEED OF TRUST is made this 28th day of January, 2011 among the Trustor(s), Ryan Andrew Olsen and Mary Beth Molt (herein "Borrower(s)"), and Continental Auxiliary Company, a California corporation, (herein "Trustee"), Debra DiRienzo, (herein "Lender") whose address is 14223 Ipava Drive, Poway, CA 92064-3426.

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

PARCEL 8 OF PARCEL MAP 8406, IN THE COUNTY OF RIVERSIDE, SATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 46, PAGES 61 TO 64 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. EXCEPT THEREFROM THAT PROTION THAT LIES WITHIN THE BOUNDARIES OF LOTS 2, 3 AND 4 OF TRACT MAP 17709-1, AS SHOWN BY MAP ON FILE IN BOOK 146, PAGES 1 THROUGH 5 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

(herein "Property Address"):

38550 Ganson Place, Temecula, California 92592.

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

Form 3805

TOGETHER, with all the improvements now or hereafter erected on the property, and all easements, rights appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property".

To SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated January 28, 2011, U.S. \$150,000.00, with interest thereon, providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on May 10, 2016 the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey with Property, and that the Property is unencumbered except for encumbrances of record, Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

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

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

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

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

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

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

4. **Prior Mortgage and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of

Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

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

In the event of a loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

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

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

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

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

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

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

11. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this

Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

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

13. **Governing Law; Severability.** The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys fees" include all sums to the extent not prohibited by applicable law or limited herein.

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

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

16. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on the Borrower.

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the Breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Paragraph 17, including, but not limited to, reasonable attorneys' fees.

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

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

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to five days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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

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

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

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

22. **Request for Notices.** Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address which is 7040 Avenida Encinas, #104-205, Carlsbad, California 92009. Lender requests that copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust be sent to Lender's address, as set forth on page one of this Deed of Trust, as provided by Section 2924(b) of the Civil Code of California.

23. **Statement of Obligation.** Lender may collect a fee not to exceed \$50.00 for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

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

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

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

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

Borrower: Mary Beth Molt
Mary Beth Molt
An Individual

Borrower: Ryan Andrew Olsen
Ryan Andrew Olsen
An Individual

[Space Below This Line For Acknowledgement]

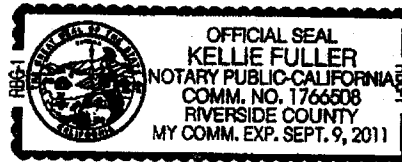
STATE OF CALIFORNIA)
COUNTY OF Riverside)§

On January 29, 2011, before me, Kellie Fuller, a Notary Public in and for the State of California, personally appeared MARY BETH MOLT and RYAN ANDREW OLSEN, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____



(Seal)

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

Form 3805

REQUEST FOR RECONVEYANCE

TO TRUSTEE

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Dated: _____

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

Form 3805

8 of 8

When recorded please mail to:
Riverside County Code Enforcement Department
(District 3 French Valley Office)
37600 Sky Canyon Dr. Ste G #507, Murrieta, CA 92563
Mail Stop No. 5155

DOC # 2012-0522833

10/31/2012 04:02P Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry M. Ward

Assessor, County Clerk & Recorder



NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS

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

Case No.: CV11-05324

OLSEN,RYAN A)

And DOES 1 through X, owners

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

ADDRESS: 38550 GANSON PL., TEMECULA, CA 92592

PARCEL #: 915-370-015

LEGAL DESCRIPTION: 10.99 ACRES M/L IN POR PAR 8 PM 046/061 PM 8406

VIOLATIONS: RCO 457-RCC TITLE 15.12.020 (J)(2)-Grading without Permit

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

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

COUNTY OF RIVERSIDE
DEPARTMENT OF CODE ENFORCEMENT

Date: October 17, 2012

By: 
Brian Black, Code Enforcement Department

ACKNOWLEDGEMENT

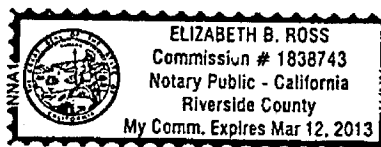
State of California)
County of Riverside)

On 10/24/2012 before me, Elizabeth B. Ross, Notary Public, personally appeared Brian Black who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.


Commission # 1838743 Comm. Expires March 12, 2013



When recorded please mail to:
Riverside County Code Enforcement Department
(District 3 French Valley Office)
37600 Sky Canyon Dr. Ste G #507, Murrieta, CA 92563
Mail Stop No. 5155

DOC # 2012-0522834
10/31/2012 04:02P Fee:NC
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS



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

Case No.: CV11-05774

OLSEN, RYAN A)

And DOES I through X, owners

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

ADDRESS: 38550 GANSON PL., TEMECULA, CA 92592

PARCEL #: 915-370-015

LEGAL DESCRIPTION: 10.99 ACRES M/L IN POR PAR 8 PM 046/061 PM 8406

VIOLATIONS: RCO 457-RCC TITLE 15.08.010-Construction without Permit-Pool & Accessory Structure

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

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

COUNTY OF RIVERSIDE
DEPARTMENT OF CODE ENFORCEMENT

Date: October 17, 2012

By: 
Brian Black, Code Enforcement Department

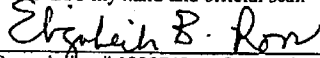
ACKNOWLEDGEMENT

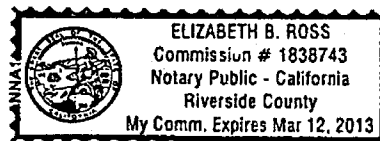
State of California)
County of Riverside)

On 10/24/2012 before me, Elizabeth B. Ross, Notary Public, personally appeared Brian Black who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.


Commission # 1838743 Comm. Expires March 12, 2013



RECORDED AT THE REQUEST OF
CHICAGO TITLE - INLAND EMPIRE
RECORDING REQUESTED BY:

DOC # 2012-0519832
10/30/2012 04:31 PM Fees: \$48.00
Page 1 of 2
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

WHEN RECORDED MAIL THIS DEED AND, UNLESS
OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO:

Name: Pacific Rental Corporation
Street: 5700 Serendipity Road
Address: Riverside, CA 92509

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

City
State
& Zip

Title Order No.: 70122472 MF Escrow No.:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

The undersigned Grantor(s) declare(s)

DOCUMENTARY TRANSFER TAX IS \$ 0

- Computed on Full Value of the interest or property conveyed, or
- Computed on full value less value of liens or encumbrances remaining at time of sale.
- Unincorporated Area City of Murrieta

Parcel No.: 957-400-002-1

TRA094-179
No Consideration
Bonafide Gift

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Portola Company, LLC, a Delaware Limited Liability Company

Hereby GRANT(s) to:

Pacific Rental Corporation, A California Corporation

The following described real property in the County of Riverside, State of California
SEE ATTACHED EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Dated: 10/29/2012

Portola Company, LLC, a Delaware Limited Liability Company

STATE OF CALIFORNIA
COUNTY OF Riverside

Mark Harrison, its Managing Member

On 10/29/12 before me,
Jean Affleck A Notary Public, personally
appeared Mark Harrison

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

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

WITNESS my hand and official seal.

Signature Jean Affleck



(This area for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE.
Pacific Rental Corporation P.O. Box 309 Wildomar, CA 92595

Name Street Address City & State

"Exhibit A"

PARCEL 2 OF PARCEL MAP NO. 28752, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 194 PAGES 31 THROUGH 33 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, GEOTHERMAL STEAM AND ALL PRODUCTS DERIVED FROM ANY OF THE HEREINABOVE DESCRIBED, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING, AND OPERATING THEREFOR AND STORING IN AND REMOVING THE SAME FROM SAID LAND OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE HEREINABOVE DESCRIBED, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE OR OPERATE THROUGH THE SURFACE OR THE UPPER FIVE HUNDRED (500) FEET OF THE SUBSURFACE OF THE PROPERTY, BY DEED RECORDED DECEMBER 23, 1997 AS INSTRUMENT NO. 470531 OF OFFICIAL RECORDS.

EXHIBIT “D”

SITE PLAN: Case # CV-1105324

OWNER(S): RYAN ANDREW OLSEN / MARY BETH MOLT / RICHARD GARY MAYS

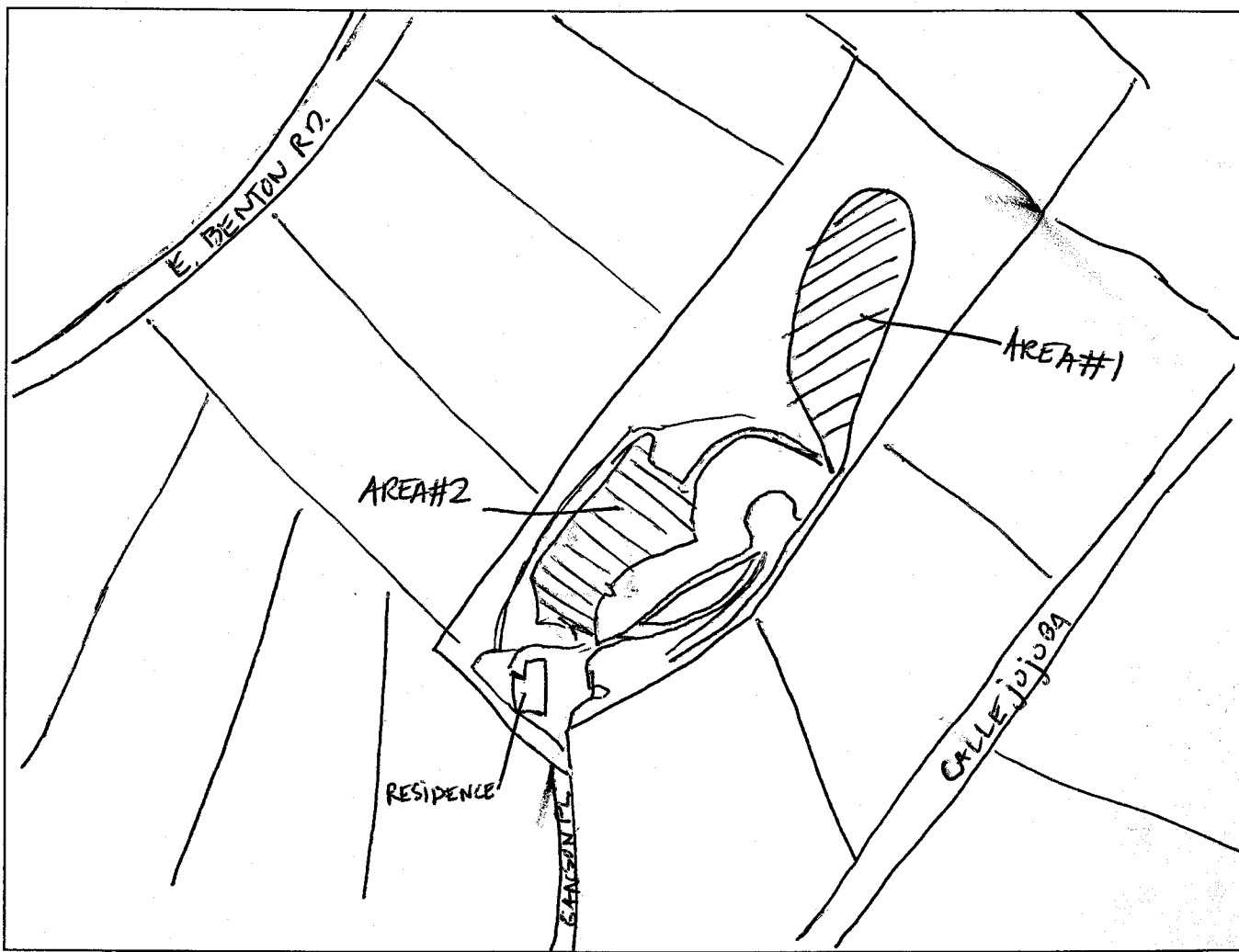
SITE ADDRESS: 38550 GANSON PL, TEMECULA

ASSESSOR'S PARCEL: 915-370-015

ACREAGE: 10.990000000000



REAR PROPERTY LINE

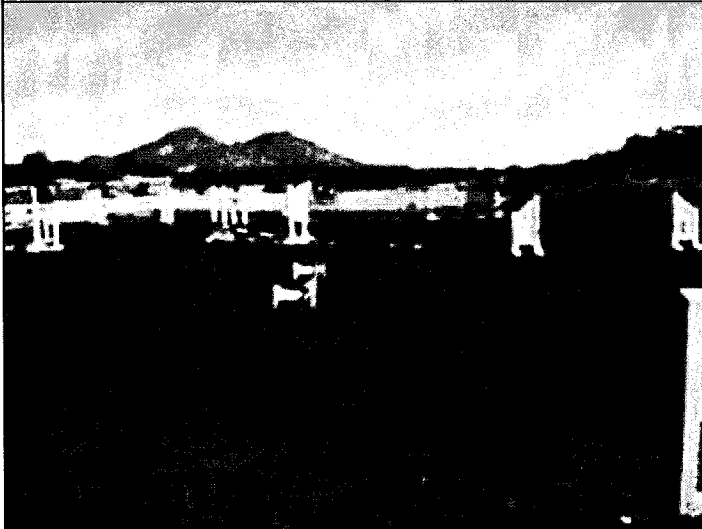


FRONT PROPERTY LINE: 38550 GANSON PL, TEMECULA

PREPARED BY: B. Pollard DATE: 04/15/14



Photographs



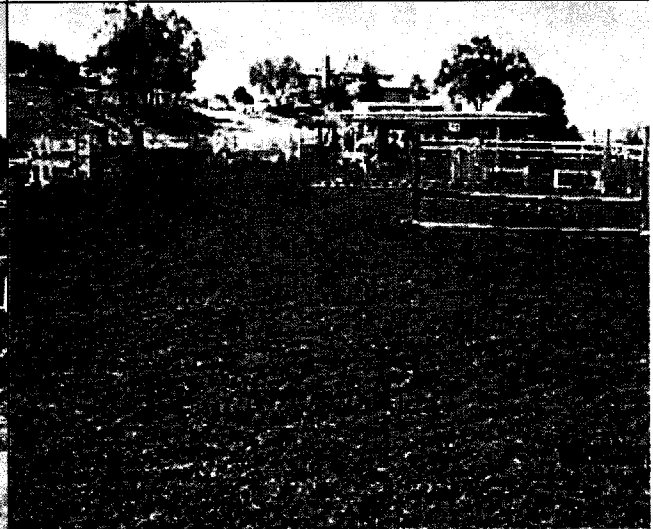
*B POLLARD 090313 Arena#1



B POLLARD 090313 Arena#1



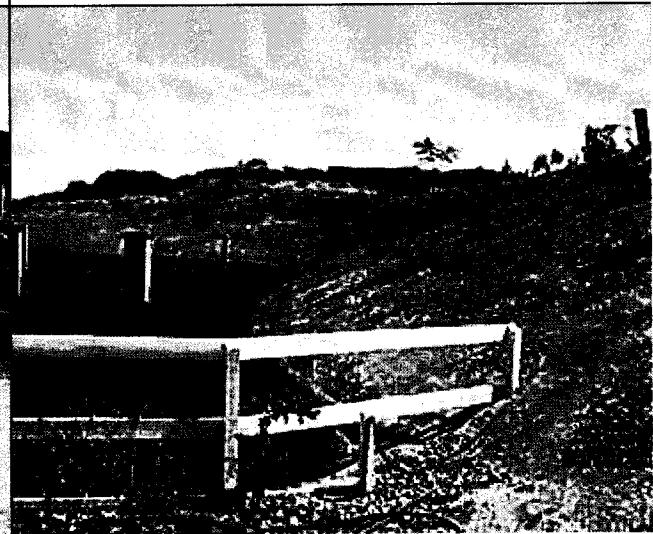
B POLLARD 090313 Arena#2



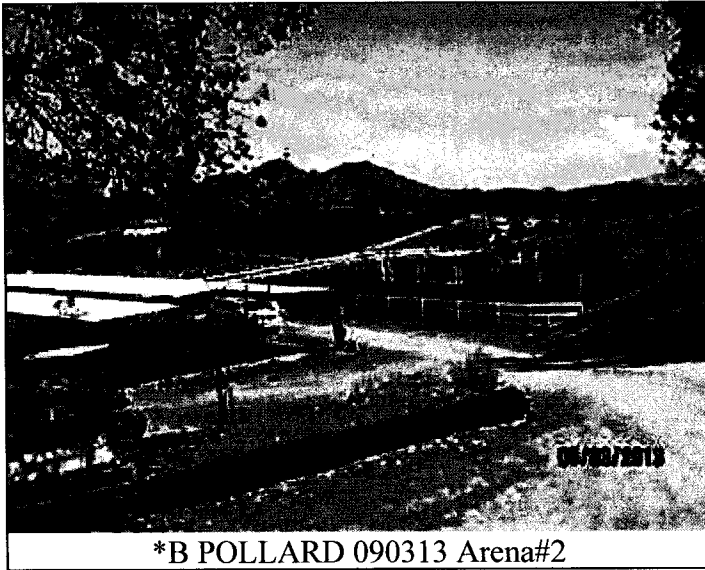
*B POLLARD 090313 Arena#2



*B POLLARD 090313 Arena#2



*B POLLARD 090313 Arena#2



*B POLLARD 090313 Arena#2

EXHIBIT “E”



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

NOTICE OF VIOLATION

September 4, 2013

RYAN ANDREW OLSEN / MARY BETH MOLT / RICHARD GARY MAYS
C/O RICHARD G MAYS
29742 CALLE PANTANO
TEMECULA, CA 92591

RE CASE NO: CV1105324 at 38550 GANSON PL, in the community of TEMECULA, California, Assessor's Parcel Number 915-370-015

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 38550 GANSON PL, in the community of TEMECULA California, Assessor's Parcel Number 915-370-015, is in violation of Section(s) RCC Section No. 15.12.020.J.2 (Ord. 457) ,13.12.060 (Ord. 754), of the Riverside County Code.

Said violation is described as:

- 1) 15.12.020.J.2 (Ord. 457) - No person shall conduct any grading or clearing of any kind without first obtaining a grading permit from the building official, except in accordance with the specific exemptions listed in Ord 457.
- 2) 13.12.060 (Ord. 754) - It is a violation to throw, deposit, leave, maintain, keep, or permit to be thrown, deposited, placed, left, or maintained any pollutant in or upon any street, alley, sidewalk, storm drain, inlet, catch basin, conduit, or other drainage. This includes any water runoff containing pollutants, such as soil, sand and dirt from leaving your property and entering any waterway or storm drain system.

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

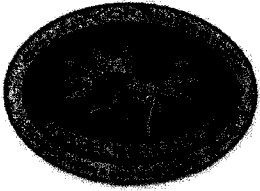
- 1) Obtain a Restoration Assessment from the Department of Building & Safety and comply with the process and conditions.
- 2) Implement and maintain Best Management Practices (BMP) to prevent water runoff containing pollutants such as soil, yard waste, chemicals, animal waste, etc. from leaving your property and entering any waterway or storm drain system and obtain a BMP permit from the Dept. of Building & Safety to conduct a verification inspection. A BHR may be required from the Dept of Building & Safety.

COMPLIANCE MUST BE COMPLETED BY September 18, 2013. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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

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

CODE ENFORCEMENT DEPARTMENT



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

PROOF OF SERVICE

Case No. CV1105324

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Elizabeth Ross, 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 4, 2013, I served the following documents(s):

NOTICE RE: Notice of Violation

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

RYAN ANDREW OLSEN / MARY BETH MOLT / RICHARD GARY MAYS C/O RICHARD G MAYS, 29742
CALLE PANTANO, TEMECULA, CA 92591

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 4, 2013, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT


By: Elizabeth Ross, Code Enforcement Aide



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

AFFIDAVIT OF POSTING OF NOTICES

September 5, 2013

RE CASE NO: CV1105324

I, Anita Bustillos, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is:
37600 Sky Canyon Drive, Suite G
Murrieta, California 92563
Mail Stop #5155.

That on 09/05/2013 at 12: 32 p.m., I securely and conspicuously posted Notice of Violation at the property described as:

Property Address: 38550 GANSON PL, TEMECULA

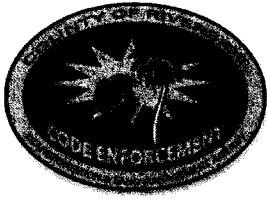
Assessor's Parcel Number: 915-370-015

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

Executed on September 5, 2013 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Anita Bustillos, Code Enforcement Technician



CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

NOTICE OF VIOLATION

March 11, 2014

Prospect Mortgage LLC
15301 Ventura Blvd
suite D250
Sherman Oaks, Ca 91403

— RE CASE NO: CV1105324 at 38550 GANSON PL, in the community of TEMECULA, California, Assessor's Parcel Number 915-370-015

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 38550 GANSON PL, in the community of TEMECULA California, Assessor's Parcel Number 915-370-015, is in violation of Section(s) RCC Section No. 15.12.020.J.2 (Ord. 457), 13.12.060 (Ord. 754), of the Riverside County Code.

Said violation is described as:

- 1) 15.12.020.J.2 (Ord. 457) - No person shall conduct any grading or clearing of any kind without first obtaining a grading permit from the building official, except in accordance with the specific exemptions listed in Ord 457.
- 2) 13.12.060 (Ord. 754) - It is a violation to throw, deposit, leave, maintain, keep, or permit to be thrown, deposited, placed, left, or maintained any pollutant in or upon any street, alley, sidewalk, storm drain, inlet, catch basin, conduit, or other drainage. This includes any water runoff containing pollutants, such as soil, sand and dirt from leaving your property and entering any waterway or storm drain system.

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

- 1) Obtain a Restoration Assessment from the Department of Building & Safety and comply with the process and conditions.
- 2) Implement and maintain Best Management Practices (BMP) to prevent water runoff containing pollutants such as soil, yard waste, chemicals, animal waste, etc. from leaving your property and entering any waterway or storm drain system and obtain a BMP permit from the Dept. of Building & Safety to conduct a verification inspection. A BHR may be required from the Dept of Building & Safety.

COMPLIANCE MUST BE COMPLETED BY March 25, 2014. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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

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

CODE ENFORCEMENT DEPARTMENT

37600 SKY CANYON DRIVE SUITE G #507, MURRIETA, CALIFORNIA 92563
(951) 696-1606 • FAX (951) 677-9052



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

NOTICE OF VIOLATION

March 11, 2014

LSI Title Company
3220 El Camino Real
Irvine, CA 92602

RE CASE NO: CV1105324 at 38550 GANSON PL, in the community of TEMECULA, California, Assessor's Parcel Number 915-370-015

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 38550 GANSON PL, in the community of TEMECULA California, Assessor's Parcel Number 915-370-015, is in violation of Section(s) RCC Section No. 15.12.020.J.2 (Ord. 457), 13.12.060 (Ord. 754), of the Riverside County Code.

Said violation is described as:

- 1) 15.12.020.J.2 (Ord. 457) - No person shall conduct any grading or clearing of any kind without first obtaining a grading permit from the building official, except in accordance with the specific exemptions listed in Ord 457.
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- 1) Obtain a Restoration Assessment from the Department of Building & Safety and comply with the process and conditions.
- 2) Implement and maintain Best Management Practices (BMP) to prevent water runoff containing pollutants such as soil, yard waste, chemicals, animal waste, etc. from leaving your property and entering any waterway or storm drain system and obtain a BMP permit from the Dept. of Building & Safety to conduct a verification inspection. A BHR may be required from the Dept of Building & Safety.

COMPLIANCE MUST BE COMPLETED BY March 25, 2014. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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

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CODE ENFORCEMENT DEPARTMENT



CODE ENFORCEMENT DEPARTMENT COUNTY OF RIVERSIDE

NOTICE OF VIOLATION

March 11, 2014

Debra S. DeRienzo
14223 Ipava Drive
Poway, CA 92064-3426

RE CASE NO: CV1105324 at 38550 GANSON PL, in the community of TEMECULA, California, Assessor's Parcel Number 915-370-015

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 38550 GANSON PL, in the community of TEMECULA California, Assessor's Parcel Number 915-370-015, is in violation of Section(s) RCC Section No. 15.12.020.J.2 (Ord. 457), 13.12.060 (Ord. 754), of the Riverside County Code.

Said violation is described as:

- 1) 15.12.020.J.2 (Ord. 457) - No person shall conduct any grading or clearing of any kind without first obtaining a grading permit from the building official, except in accordance with the specific exemptions listed in Ord 457.
- 2) 13.12.060 (Ord. 754) - It is a violation to throw, deposit, leave, maintain, keep, or permit to be thrown, deposited, placed, left, or maintained any pollutant in or upon any street, alley, sidewalk, storm drain, inlet, catch basin, conduit, or other drainage. This includes any water runoff containing pollutants, such as soil, sand and dirt from leaving your property and entering any waterway or storm drain system.

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

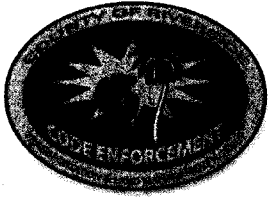
- 1) Obtain a Restoration Assessment from the Department of Building & Safety and comply with the process and conditions.
- 2) Implement and maintain Best Management Practices (BMP) to prevent water runoff containing pollutants such as soil, yard waste, chemicals, animal waste, etc. from leaving your property and entering any waterway or storm drain system and obtain a BMP permit from the Dept. of Building & Safety to conduct a verification inspection. A BHR may be required from the Dept of Building & Safety.

COMPLIANCE MUST BE COMPLETED BY March 25, 2014. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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

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

CODE ENFORCEMENT DEPARTMENT



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

NOTICE OF VIOLATION

March 11, 2014

Pacifice Rental Corporation
5700 Serendipity Road
Riverside, CA 92509

RE CASE NO: CV1105324 at 38550 GANSON PL, in the community of TEMECULA, California, Assessor's Parcel Number 915-370-015

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 38550 GANSON PL, in the community of TEMECULA California, Assessor's Parcel Number 915-370-015, is in violation of Section(s) RCC Section No. 15.12.020.J.2 (Ord. 457), 13.12.060 (Ord. 754), of the Riverside County Code.

Said violation is described as:

- 1) 15.12.020.J.2 (Ord. 457) - No person shall conduct any grading or clearing of any kind without first obtaining a grading permit from the building official, except in accordance with the specific exemptions listed in Ord 457.
- 2) 13.12.060 (Ord. 754) - It is a violation to throw, deposit, leave, maintain, keep, or permit to be thrown, deposited, placed, left, or maintained any pollutant in or upon any street, alley, sidewalk, storm drain, inlet, catch basin, conduit, or other drainage. This includes any water runoff containing pollutants, such as soil, sand and dirt from leaving your property and entering any waterway or storm drain system.

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

- 1) Obtain a Restoration Assessment from the Department of Building & Safety and comply with the process and conditions.
- 2) Implement and maintain Best Management Practices (BMP) to prevent water runoff containing pollutants such as soil, yard waste, chemicals, animal waste, etc. from leaving your property and entering any waterway or storm drain system and obtain a BMP permit from the Dept. of Building & Safety to conduct a verification inspection. A BHR may be required from the Dept of Building & Safety.

COMPLIANCE MUST BE COMPLETED BY March 25, 2014. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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

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

CODE ENFORCEMENT DEPARTMENT



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

PROOF OF SERVICE

Case No. CV1105324

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Elizabeth Ross, 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 March 11, 2014, I served the following documents(s):

Notice of Violation

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

Prospect Mortgage LLC 15301 Ventura Blvd suite D250, Sherman Oaks, Ca 91403
LSI Title Company 3220 El Camino Real, Irvine, CA 92602
Debra S. DeRienzo 14223 Ipava Drive, Poway, CA 92064-3426
Pacifice Rental Corporation 5700 Serendipity Road, Riverside, CA 92509

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 March 11, 2014, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

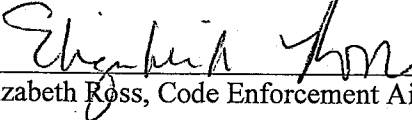

By: Elizabeth Ross, Code Enforcement Aide

EXHIBIT “F”

When recorded please mail to:
Riverside County Code Enforcement Department
(District 3 French Valley Office)
37600 Sky Canyon Dr. Ste G #507, Murrieta, CA 92563
Mail Stop No. 5155

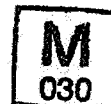
DOC # 2012-0522833

10/31/2012 04:02P Fee:NC

Page 1 of 1

Recorded in Official Records
County of Riverside

Larry W. Ward
Assessor, County Clerk & Recorder



NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS

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

OLSEN, RYAN A)

Case No.: CV11-05324

And DOES I through X, owners

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

ADDRESS: 38550 GANSON PL., TEMECULA, CA 92592

PARCEL #: 915-370-015

LEGAL DESCRIPTION: 10.99 ACRES M/L IN POR PAR 8 PM 046/061 PM 8406

VIOLATIONS: RCO 457-RCC TITLE 15.12.020 (J)(2)-Grading without Permit

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

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

COUNTY OF RIVERSIDE
DEPARTMENT OF CODE ENFORCEMENT

Date: October 17, 2012

By: 
Brian Black, Code Enforcement Department

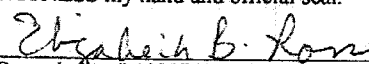
ACKNOWLEDGEMENT

State of California)
County of Riverside)

On 10/24/2012 before me, Elizabeth B. Ross, Notary Public, personally appeared Brian Black who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.


Commission # 1838743 Comm. Expires March 12, 2013

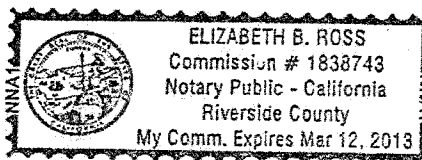


EXHIBIT “G”



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

Greg Flannery
Code Enforcement Official

July 1, 2014

**NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS AND ABATE
PUBLIC NUISANCE**

TO: Owners and Interested Parties
(See Attached Proof of Service
and Responsible Parties List)

Case No.: CV11-05324
APN: 915-370-015
Property: 38550 Ganson Place, Temecula

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance Nos. 457, 754 and 725 to consider the abatement of the grading without permits and failure to implement and maintain erosion and sediment control measures located on the SUBJECT PROPERTY described as 38550 Ganson Place, Temecula, Riverside County, California, and more particularly described as Assessor's Parcel Number 915-370-015.

YOU ARE HEREBY DIRECTED as owner of the SUBJECT PROPERTY, to appear at this hearing to show cause why the SUBJECT PROPERTY should not be condemned as a public nuisance and be abated by removing the violation from the real property.

SAID HEARING will be held on **Tuesday, August 5, 2014, at 9:30 a.m.** in the Board of Supervisors Room, County Administrative Center, 4080 Lemon Street, 1st Floor Annex, Riverside, California at which time and place pertinent evidence will be received and/or testimony from all concerned parties will be heard. Failure to appear on your behalf will result in the exclusion of your testimony, and facts as known to the Code Enforcement Department ("Department") will be presented to the Board of Supervisors for consideration and deliberation in this matter.

Please be advised that the costs already accrued in this case, including but not limited to, enforcement and investigation costs, are recoverable by the Department, as allowed under Riverside County Ordinance No. 725. The Department may seek recovery of such costs from the property owner(s) which may result in a special assessment lien against the SUBJECT PROPERTY. Additionally, should the Department abate the property, the costs associated therewith, as well as all abatement costs allowed under Riverside County Ordinance No. 725, will be sought from the property owner(s) and/or may result in a special assessment lien against the property.

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 ORTIZ
Supervising Code Enforcement Officer

NOTICE LIST

**Subject Property: 38550 Ganson Place, Temecula;
Case No.: CV11-05324 OLSEN/MOLT
APN: 915-370-015; District 3/3**

**RYAN ANDREW OLSEN
MARY BETH MOLT
RICHARD GARY MAYS
C/O RICHARD G. MAYS
29742 CALLE PANTANO
TEMECULA, CA 92591**

**PROSPECT MORTGAGE, LLC
15301 VENTURA BLVD., SUITE D250
SHERMAN OAKS, CA 91403**

**LSI TITLE COMPANY
3220 EL CAMINO REAL
IRVINE, CA 92602**

PROOF OF SERVICE
Case No. CV11-05324 OLSEN/MOLT

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 1, 2014, I served the following document(s):

- **NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS AND ABATE PUBLIC NUISANCE**
- **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).

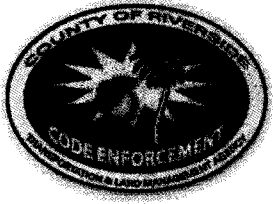
XX **STATE - I declare under penalty of perjury under the laws of the State of California that the above is true and correct.**

— **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 1, 2014, at Riverside, California.



STACY BAUMGARTNER



**CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

AFFIDAVIT OF POSTING OF NOTICES

July 2, 2014

RE CASE NO: CV1105324

I, Patricia (Tricia) Silva, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is:
37600 Sky Canyon Drive, Suite G
Murrieta, California 92563
Mail Stop #5155.

That on 07/02/14 at 9:57 am, I securely and conspicuously posted Notice to Correct County Ordinance Violations and Abate Public Nuisance, Notice List, Proof of Service at the property described as:

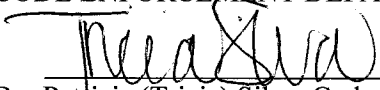
Property Address: 38550 GANSON PL, TEMECULA

Assessor's Parcel Number: 915-370-015

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

Executed on July 2, 2014 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT


By: Patricia (Tricia) Silva, Code Enforcement Technician

7/2/14