

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

Arx A



SUBMITTAL DATE:
'AUG 18 2014

FROM: Don Kent, Treasurer/Tax Collector

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 182, Item 92. Last assessed to: San Jacinto Land Co. District 5/3 [\$0].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Deny the claim from Chris Tagawa and Tracy Tagawa for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 351032009-3;
(continued on page two)

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the March 16, 2009 public auction sale. The deed conveying title to the purchasers at the auction was recorded May 05, 2009. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on June 4, 2009, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

(continued on page two)

[Signature]

Don Kent
Treasurer-Tax Collector

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

SOURCE OF FUNDS:

Budget Adjustment: N/A

For Fiscal Year: 14/15

C.E.O. RECOMMENDATION:

APPROVE

BY:

[Signature]
Karen E. Johnson

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone and Ashley
Nays: None
Absent: Benoit
Date: September 23, 2014
xc: Treasurer

Kecia Harper-Ihem
Clerk of the Board

By: *[Signature]*
Deputy

Prev. Agn. Ref.:

District: 5/3

Agenda Number:

9-5

FORM APPROVED COUNTY COUNSEL
DATE 8/18/14
BY: GREGORY P. PRIAMOS
Departmental Concurrence

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

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

FORM 11: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 182, Item 92. Last assessed to: San Jacinto Land Co. District 5/3 [\$0].

DATE:

PAGE: Page 2 of 2

RECOMMENDED MOTION:

2. Deny the claim, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

BACKGROUND:

Summary (continued)

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

1. Claim from Chris Tagawa and Tracy Tagawa based on a Long Form Deed of Trust and Assignment of Rents recorded on December 13, 2005 as Instrument No. 2005-1027256 and a Subordination Agreement recorded August 21, 2008 as Instrument No. 2008-0463572.

Pursuant to Section 4675 (a) & (e) of the California Revenue and Taxation Code, it is the recommendation of this office that Chris Tagawa and Tracy Tagawa be denied since the Long Form Deed of Trust and Assignment of Rents recorded is not associated with our parcel. Since there are no other claimants the excess proceeds in the amount of \$1,925.65 will remain unclaimed. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

Impact on Citizens and Businesses

Excess proceeds are being denied to the lien holder of the property and Pursuant to Section 4673.1 (2) of the California Revenue and Taxation Code, since there were no other claimants the remaining unclaimed excess proceeds are being transferred to the Auditor's office for apportionment.

Pursuant to Section 4673.1 (2) of the California Revenue and Taxation Code, the remaining balance of the proceeds to be distributed under this section shall be distributed to each tax fund in an amount bearing the same proportion to the balance remaining as the tax rate for each fund bears to the total tax rate applicable to the property for the fiscal year preceding that in which the property was sold.

ATTACHMENTS (if needed, in this order):

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

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

To: Don Kent, Treasurer and Tax Collector

Re: Claim for Excess Proceeds

TC 182 Item 92 Assessment No.: 351032009-3

Assessee: SAN JACINTO LAND CO

Situs:

Date Sold: March 16, 2009

Date Deed to Purchaser Recorded: May 5, 2009

Final Date to Submit Claim: May 5, 2010

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 100,000 from the sale of the above mentioned real property. I/We were the ☒ lienholder(s), ☐ property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2008-0463572; recorded on 8/21/2008. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

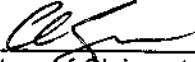
NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.


- 1) Long Form Deed of Trust
- 2) Straight Note
- 3) Subordination Agreement

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

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

Executed this 2 day of July, 2009 at Los Angeles, CA
County, State


Signature of Claimant


Signature of Claimant

CHRIS TAGAWA
Print Name

Tracy Tagawa
Print Name

28941 FOUNTAINWOOD ST
Street Address

28941 FOUNTAINWOOD ST
Street Address

AGOURA HILLS, CA, 91301
City, State, Zip

AGOURA HILLS, CA 91301
City, State, Zip

(919) 889-6758
Phone Number

(919) 889-6758
Phone Number

RECORDING REQUESTED BY:
Fidelity National Title Company
Escrow No. 13254-MM
Title Order No. 45030002

When Recorded Mail Document To:

Chris Tagawa and Tracy Y. Tagawa
6101 W. Centinella, Suite 280
Culver City, CA 90230

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 430-190-023

LONG FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made December 7, 2005, between
Patrick Googlein, a married man as his sole and separate property and Steven Zuckerman, an unmarried man
herein called TRUSTOR, whose address is

1140 W. Olympic Blvd., Ste. 450
Los Angeles, CA 90064

Fidelity National Title Company, A California Corporation, herein called TRUSTEE, and
Chris Tagawa and Tracy Y. Tagawa, husband and wife, as Joint Tenants, herein called BENEFICIARY,

WITNESSETH: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH
POWER OF SALE, that property in Riverside County, California, described as:
SEE EXHIBIT ONE ATTACHED HERETO AND MADE A PART HEREOF

"This deed of trust is made subject and junior to a deed of trust in the amount of \$650,000.00 recording
concurrently herewith."

Anything herein to the contrary notwithstanding, in the event of a voluntary sale, transfer or conveyance of all or
any portion of the property described herein, any indebtedness or obligation hereunder, shall at the option of the
holder hereof, immediately become due and payable.

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

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained
herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension
or renewal thereof, in the principal sum of \$100,000.00 executed by Trustor in favor of Beneficiary or order. 3.
Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary,
when evidenced by another note (or notes) reciting it is so secured.

INITIALS: P 1.3

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

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

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

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

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

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

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

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

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

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

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

INITIALS: B LG

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash of lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the proceeding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

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

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

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

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

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

Patrick Goeglein
Patrick Goeglein

Steven Zuckerman
Steven Zuckerman

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
ON DECEMBER 8, 2005

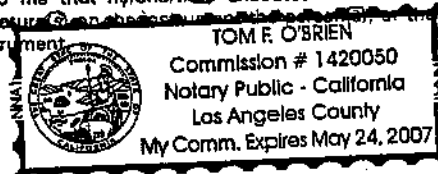
TOM F. O'BRIEN
PATRICK GOEGLIN AND STEVEN ZUCKERMAN

before me,
personally appeared

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

Witness my hand and official seal.

Signature [Signature]



REQUEST FOR FULL RECONVEYANCE

TO: Fidelity National Title Company, A California Corporation, TRUSTEE:

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

Dated _____

By: _____

By: _____

Please mail Reconveyance to:

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

INITIALS: B 18

EXHIBIT ONE

LOT 121 of the Lands of the San Jacinto Land Association, as shown on map on file in Book 8, Page 357 of Maps, recorded of San Diego County, California.

Except therefrom the Easterly rectangular 20 acres thereof:

Also excepting the reform that portion thereof lying Northerly of the Southerly line of that parcel conveyed to the Metropolitan Water District of Southern California by deed recorded November 14, 1933 in Book 144, Page 551 of Official Records of Riverside County.

Also excepting therefrom that portion granted to the County of Riverside by deed recorded July 5, 1973 as Instrument No. 87740 of Official Records of Riverside County, California.

STRAIGHT NOTE

\$100,000.00

Newport Beach, California

December 8, 2005

On or before, December 13, 2007, for value received, I promise to pay to

Chris Tagawa and Tracy Y. Tagawa, husband and wife, as Joint Tenants or order,

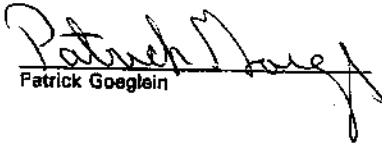
at 6101 W. Centinella, Suite 280, Culver City, CA 90230 or place designated by Beneficiary the sum of ONE HUNDRED THOUSAND AND 00/100 DOLLARS,

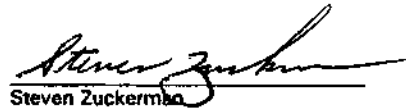
with interest from December 13, 2005
until paid at the rate of 20.00 per cent per annum, payable at maturity.

Anything herein to the contrary notwithstanding, in the event of a voluntary sale, transfer or conveyance of all or any portion of the property described in the deed of trust securing this note, any indebtedness or obligation hereunder, shall at the option of the holder hereof, immediately become due and payable.

THIS NOTE IS SUBJECT TO SECTION 2966 OF THE CIVIL CODE, WHICH PROVIDES THAT THE HOLDER OF THIS NOTE SHALL GIVE WRITTEN NOTICE TO THE TRUSTOR, OR HIS SUCCESSOR IN INTEREST, OF PRESCRIBED INFORMATION AT LEAST 90 DAYS AND NOT MORE THAN 150 DAYS BEFORE ANY BALLOON PAYMENT IS DUE.

Principal and interest payable in lawful money of the United States of America. Should default be made in payment of interest when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note and after said breach, said obligation shall continue to accrue interest at the rate of 20.00 per annum. If action be instituted on this note I promise to pay such sum as the Court may fix as Attorney's fees. This note is secured by a Deed of Trust of even date herewith.


Patrick Goeglein


Steven Zuckerman

DO NOT DESTROY THIS NOTE: When paid, this note and the Deed of Trust must be surrendered to Trustee for cancellation, before reconveyance will be made.

Fidelity National Title Company Escrow Division hereby
endorses hereon to accrue from December 13, 2005.
interest *on m*

By: *M Maxwell, Escrow Officer*
Myrna Maxwell, Escrow Officer

DOC # 2005-1027256

12/13/2005 08:00A Fee:40.00

Page 1 of 9

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

Fidelity Title

AND WHEN RECORDED MAIL TO:

Fidelity Title

| M | S | U | PAGE | SIZE | DA | PCOR | INOCOR | INF | MISC. |
|---|---|---|------|------|------|------|--------|------|-------|
| 1 | 2 | | 9 | | 1 | | | | |
| | | | | | | | | | MA |
| A | R | L | | | COPY | LONG | REFUND | NCHO | EXAM |

TRA:

DTT:

Long Form Deed of Trust AND
Assignment of Rents Title of Document



THIS AREA FOR
RECORDER'S
USE ONLY

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

6
RECORDING REQUESTED BY:
Fidelity National Title Company
Escrow No. 13254-MM
Title Order No. 49030008

When Recorded Mail Document To:

Chris Tagawa and Tracy Y. Tagawa
8101 W. Centinella, Suite 280
Culver City, CA 90230

FIDELITY NATIONAL TITLE

APN: 430-190-023

49030008-DT

LONG FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made December 7, 2005, between
Patrick Goegelein, a married man as his sole and separate property and Steven Zuckerman, an unmarried man
herein called TRUSTOR, whose address is

1140 W. Olympic Blvd., Ste. 450
Los Angeles, CA 90064

Fidelity National Title Company, A California Corporation, herein called TRUSTEE, and
Chris Tagawa and Tracy Y. Tagawa, husband and wife, as Joint Tenants, herein called BENEFICIARY.

WITNESSETH: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH
POWER OF SALE, that property in Riverside County, California, described as:
SEE EXHIBIT ONE ATTACHED HERETO AND PART HEREOF

"This deed of trust is made subject and junior to a deed of trust in the amount of \$650,000.00 recording
concurrently herewith."

Anything herein to the contrary notwithstanding, in the event of a voluntary sale, transfer or conveyance of all or
any portion of the property described herein, any indebtedness or obligation hereunder, shall at the option of the
holder hereof, immediately become due and payable.

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

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained
herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension
or renewal thereof, in the principal sum of \$100,000.00 executed by Trustor in favor of Beneficiary or order. 3.
Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary,
when evidenced by another note (or notes) reciting it is so secured.

INITIALS: PG LZ



TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

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

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

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

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

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

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

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

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

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

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

INITIALS: B 18

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash of lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the proceeding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.


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

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

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

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

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


Patrick Googlein


Steven Zuckerman

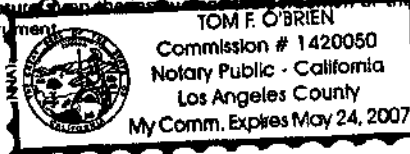
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
ON DECEMBER 8, 2005
TOM F. O'BRIEN
PATRICK GOOGLEIN AND STEVEN ZUCKERMAN

before me,
personally appeared

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

Witness my hand and official seal.

Signature 



REQUEST FOR FULL RECONVEYANCE

TO: Fidelity National Title Company, A California Corporation, TRUSTEE:

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

Dated _____

By: _____

By: _____

Please mail Reconveyance to:

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

INITIALS: B 18 _____

EXHIBIT "ONE"

Lot 121 of the Lands of the San Jacinto Land Association, as shown on map on file in Book 8, Page 357 of Maps, recorded of San Diego County, California.

Except therefrom the Easterly rectangular 20 acres thereof:

Also excepting therefrom that portion thereof lying Northerly of the Southerly line of that parcel conveyed to the Metropolitan Water District of Southern California by deed recorded November 14, 1933 in Book 144, Page 551 of Official Records of Riverside County.

Also excepting therefrom that portion granted to the County of Riverside by deed recorded July 5, 1973 as Instrument No. 87740 of Official Records of Riverside County, California.

Assessor's Parcel No: 430-190-023

Unofficial Copy

Place Government Code 27361-7

I certify under penalty of perjury that the notary
Acknowledgement on the document to which this
Statement reads as follows:

Name of notary.

Tim F O'Brien

Date commission expires.

May 24 07

County which bond is filed

Los Angeles

Commission number #

1420050

Manufacture/vendor #

na

Date

12/17/07

Place of Execution, Placentia Ca.
Fidelity National Title Insurance.

Unofficial Copy

Government code 27361.7

I certify under penalty of perjury that the illegible portions of this document, to which this statement is attached, reads as follows,

State of _____

County of _____

On _____, before

me, _____

PERSONALLY

appeared _____

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

Witness my hand and official seal.

(signature of notary)

Fidelity National Title Insurance Company

Place of execution, Tustin California

12/12/05
Date.

CERTIFICATION

Under the provisions of Government Code 27361.71 I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document.

(Print or Type the page number(s) and Wording below) :

" See Attached Document For Clarity "

Los Angeles
December 8, 2005
Tom F O'Brien
Patrick K Goeglein
Steven Zuckerman

DATE :

12 / 13 / 05

SIGNATURE :

[Signature]

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Mr. and Mrs. Chris Tagawa
6101 W. Centinela Avenue #280
Culver City, CA 90230



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A.P.N.: 430-190-023

Order No.: --

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this First day of August, 2008, by Pat Goeglein and Stephen Zuckerman, Managers of San Jacinto R&R, a California limited liability company owner of the land hereinafter described and hereinafter referred to as "Owner", and Chris Tagawa and Tracy Y. Tagawa present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, ~~San Jacinto R&R~~ did ~~on~~ execute a deed of trust to Fidelity National Title, as trustee, covering: *Chris Tagawa & Tracy Y. Tagawa Husband and Wife, as Joint Tenants See Exhibit "A" attached hereto and made a part hereof.

to secure a note in the sum of \$100,000.00, dated December 7, 2005, in favor of Chris Tagawa and Tracy Y. Tagawa, Husband and Wife, which deed of trust was recorded December 13, 2005, as Instrument No. 1027256, Official Records of said county and is subject and subordinate to the deed of trust next hereinafter described; and

~~WHEREAS, San Jacinto R&R, did on December 7, 2005, execute a deed of trust to Fidelity National Title, a California corporation, as trustee, covering said land and securing the indebtedness in the amount of \$650,000.00 in favor of Michael and Barbara Ann Hanks, Trustees of the Hanks Family Trust, dated March 6, 1997, as previously referred to as Trust 1, which deed of trust was recorded December 13, 2005, as Instrument No. 1027256, Official Records of said county and is subject and subordinate to the deed of trust first above mentioned; and~~

WHEREAS, Owner has executed, or is about to execute, a note in the amount of \$100,000.00, dated August 1, 2008, in favor of Lender, payable with interest and upon the terms and conditions described therein, which note evidences an additional loan to be made by Lender to Owner under the terms and conditions described therein, and secured by said deed of trust in favor of Lender; and

**** Gittel Gordon, Trustee of The Sun Venus Trust**

WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the deed of trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the deed of trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the deed of trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender; and

"This document filed for record by Fidelity National Title Company as an accommodation only. It has not been examined as to its execution or as to its effect upon the title."

SUBORDINATION AGREEMENT CONTINUED ON NEXT PAGE

CONTINUATION OF SUBORDINATION AGREEMENT

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the deed of trust securing the same shall, when recorded, constitute alien or charge upon said land which is unconditionally prior and superior to the lien or charge of the deed of trust above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:


- (1) That said deed of trust securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the deed of trust first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deed of trust or to another mortgage or mortgages.


Beneficiary declares, agrees and acknowledges that

- (a) He consents to and approves (i) all provisions of the note and deed of trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the deed of trust first above mentioned in favor of the lien or charge upon said land of the deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the note secured by deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

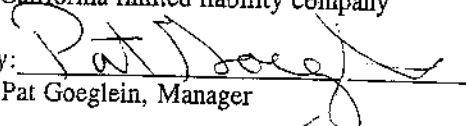
BENEFICIARY:


Chris Tagawa


Tracy Y. Tagawa

OWNER:

San Jacinto R&R,
a California limited liability company

By: 
Pat Goeglein, Manager

By: 
Stephen Zuckerman, Manager

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.
(CLTA SUBORDINATION FORM "C")

California All-Purpose Acknowledgment as of 1/1/08

State of California)

County of Los Angeles)

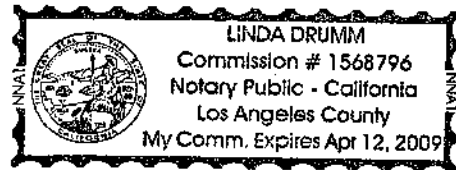
On 08-05-08 before me, Linda Drumm, a Notary Public in and for said State,
personally appeared, Pat Goeglein and Stephen Zuckerman *

who proved to me 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.

Signature



(Area for Notary Seal)

State of California)

County of Los Angeles)

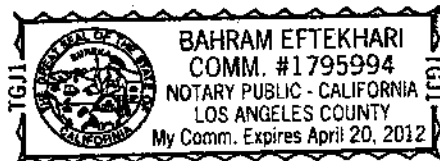
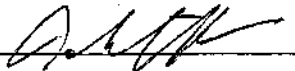
On 8/9/08 before me Bahram Eftekhar, a Notary Public in and for said State,
personally appeared, Chris Tagawa & Tracy Y. Tagawa

who proved to me 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.

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true and correct.

WITNESS my hand and official seal.

Signature



(Area for Notary Seal)

EXHIBIT "ONE"

Lot 121 of the Lands of the San Jacinto Land Association, as shown on map on file in Book 8, Page 357 of Maps, recorded of San Diego County, California.

Except therefrom the Easterly rectangular 20 acres thereof:

Also excepting therefrom that portion thereof lying Northerly of the Southerly line of that parcel conveyed to the Metropolitan Water District of Southern California by deed recorded November 14, 1933 in Book 144, Page 551 of Official Records of Riverside County.

Also excepting therefrom that portion granted to the County of Riverside by deed recorded July 5, 1973 as Instrument No. 87740 of Official Records of Riverside County, California.

Assessor's Parcel No: 430-190-023

2. Praxis

ACOURA HILLS, CA 91301

DESIGNS BY TAYLOR

ATTN

DATE _____

ASSESSMENT NUMBER

陳

[illegible]

PLACE STAMP
HERE
POST OFFICE
WILL NOT
DELIVER
WITHOUT
PROPER
POSTAGE

