

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRAMOS
 DATE: 9/16/14

Departmental Concurrence

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

701B



FROM: TLMA – Code Enforcement Department

SUBMITTAL DATE:
 September 25, 2014

SUBJECT: Abatement of Public Nuisance [Accumulated Rubbish]
 Case No: CV13-01367 [BRISENO, TORRES, SOTO, HERNANDEZ, ET AL]
 Subject Property: 23179 Mountain Ave., Perris; APN: 342-170-005
 District: 1/1 [\$0]

RECOMMENDED MOTION: That the Board of Supervisors move that:

1. The accumulation of rubbish on the real property located at 23179 Mountain Ave., Perris, Riverside County, California, APN: 342-170-005 be declared a public nuisance and a violation of Riverside County Ordinance No. 541 which does not permit the accumulation of rubbish on the property.
2. Luis Briseno, Alberto Soto, Anabel Hernandez, Maria Torres and Brenda Smith, the owners of the subject real property, be directed to abate the accumulation of rubbish on the property by removing the same from the real property within ninety (90) days.

Greg Flannery
 GREG FLANNERY
 Code Enforcement Official

(Continued)

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

SOURCE OF FUNDS	Budget Adjustment:
	For Fiscal Year:

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

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is dismissed.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: October 7, 2014
 xc: Co. Co./TLMA-CED

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

Prev. Agn. Ref.:	District: 1/1	Agenda Number:
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- A-30
- Positions Added
- 4/5 Vote
- Change Order

9-2

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

FORM 11: Abatement of Public Nuisance [Accumulated Rubbish]

Case No: CV13-01367 [BRISENO, TORRES, SOTO, HERNANDEZ, ET AL]

Subject Property: 23179 Mountain Ave., Perris; APN: 342-170-005

District: 1/1

DATE: September 25, 2014

PAGE: 2 of 3

RECOMMENDED MOTION (continued):

3. If the owners or whoever has possession or control of the real property do not take the above described action 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 owner or receipt of a Court Order authorizing entry onto the real property, when necessary under applicable law, may abate the accumulation of rubbish by removing and disposing of the same from the real property.
4. 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 Riverside County Ordinance No. 725.
5. County Counsel be directed to prepare the necessary Findings of Fact and Conclusions that the accumulation of rubbish on the real property is declared to be in violation of Riverside County Ordinance No. 541, and a public nuisance, and further, to prepare an Order to Abate for approval by the Board.

BACKGROUND:

1. An initial inspection was made on the subject property by Code Enforcement Officer Lori Lyon on May 7, 2013. The Inspection revealed the accumulation of rubbish on the subject property in violation of Riverside County Ordinance 541. The rubbish consisted of, but was not limited to: discarded furniture and 5 gallon paint buckets.
2. Follow up inspections on the above-described real property on June 6, 2013, October 15, 2013, February 6, 2014 and June 17, 2014, revealed the property continues to be in violation of Riverside County Ordinance No. 541. On June 17, 2014, additional rubbish was observed on the property consisting of, but not limited to: 5 discarded couches, 1 chair, discarded dressers, 9 paint buckets, and miscellaneous household discarded items.
3. 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 removal of accumulated rubbish.

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:

Additional Fiscal Information

N/A

Contract History and Price Reasonableness

N/A

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

FORM 11: Abatement of Public Nuisance [Accumulated Rubbish]
Case No: CV13-01367 [BRISENO, TORRES, SOTO, HERNANDEZ, ET AL]
Subject Property: 23179 Mountain Ave., Perris; APN: 342-170-005
District: 1/1

DATE: September 25, 2014
PAGE: 3 of 3

ATTACHMENTS

Declaration
Exhibits A-G

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

3 IN RE ABATEMENT OF PUBLIC NUISANCE) CASE NO. CV 13-01367
4 [ACCUMULATED RUBBISH]; APN: 342-170-005.)
5 23179 MOUNTAIN AVE., PERRIS, COUNTY OF) DECLARATION OF CODE
6 RIVERSIDE, STATE OF CALIFORNIA; LUIS) ENFORCEMENT OFFICER
7 BRISENO, MARIA TORRES, ALBERTO SOTO,) LORI LYON
8 ANABEL HERNANDEZ, BRENDA SMITH,)
9 OWNERS.) [RCO No. 541]

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

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

16 2. On May 7, 2013, I conducted an initial inspection of the real property described as 23179
17 Mountain Ave., Perris, Riverside County, California and further described as Assessor's Parcel Number
18 342-170-005 (hereinafter described as "THE PROPERTY"). A true and correct copy of a Thomas
19 Brothers map page indicating the location of THE PROPERTY is attached hereto and incorporated
20 herein by reference as Exhibit "A."

21 3. A review of County records and documents disclosed that THE PROPERTY is owned by
22 Luis Briseno, Alberto Soto, Anabel Hernandez, Maria Torres and Brenda Smith (hereinafter referred to
23 as "OWNERS"). A certified copy of the County Equalized Assessment Roll for 2014-2015 tax year and a
24 copy of the report generated from the County Geographic Information System ("GIS") is attached hereto
25 and incorporated herein by reference as Exhibit "B." THE PROPERTY is approximately 1.16 acres in
26 size and is located within the R-R (Rural Residential) zone. Accumulated Rubbish is not permitted to be
27 located on any property within the County of Riverside.

28 ///
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///

1 4. Based on the Lot Book Report from RZ Title Service dated November 19, 2013, and
2 updated on April 15, 2014 it is determined that other parties may potentially hold an interest in THE
3 PROPERTY, to wit: Golden Empire Mortgage, Inc., Western Progressive, LLC, State of California,
4 Franchise Tax Board, West Valley Water District and Deutsche Bank National Trust Company, as
5 Trustee for the Registered Holders of Morgan Stanley ABS Capital, 1 Inc. Trust 2007-HE6 Mortgage
6 Pass-Through Certificates Series 2007-HE6 (hereinafter referred to as "INTERESTED PARTIES"). A true
7 and correct copy of the Lot Book Report is attached hereto and incorporated herein by reference as
8 Exhibit "C."

9 5. On May 7, 2013, I arrived at THE PROPERTY to conduct an initial inspection. I met with
10 Liliana Sormeno (hereinafter referred to as "OCCUPANT"). OCCUPANT granted permission to inspect
11 THE PROPERTY. I observed accumulated rubbish on THE PROPERTY which consisted of, but was not
12 limited to, the following materials: discarded furniture and 5 gallon paint buckets in excess of 672 square
13 feet.

14 6. As a result of the accumulated rubbish, THE PROPERTY constituted a public nuisance in
15 violation of the provisions set forth in Riverside County Ordinance ("RCO") No. 541.

16 7. On May 7, 2013, a Notice of Violation for accumulated rubbish was posted on THE
17 PROPERTY.

18 8. On May 8, 2013 and May 8, 2014, a Notice of Violation was mailed to OWNERS and
19 OCCUPANT by first class mail. On September 11, 2013, October 30, 2013 and December 10, 2013, a
20 Notice of Violation was mailed to OWNERS and INTERESTED PARTIES by first class mail. On May 8,
21 2014, Notice of Violation was mailed to INTERESTED PARTIES.

22 9. A true and correct copy of each Notice issued in this matter and other supporting
23 documentation are attached hereto and incorporated herein by reference as Exhibit "D."

24 10. A site plan and photographs depicting the conditions of THE PROPERTY are attached
25 hereto and incorporated herein by reference as Exhibit "E."

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27 ////

28 ///

1 11. Follow up inspections on June 6, 2013, October 15, 2013, February 6, 2014 and June 17,
2 2014, revealed that THE PROPERTY remained in violation of RCO No. 541. During the inspection on
3 June 17, 2014, I observed additional rubbish had been scattered on THE PROPERTY. This additional
4 rubbish included, but is not limited to: 5 discarded couches, 1 chair, discarded dressers, paint buckets,
5 miscellaneous household items.

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.

9 13. I am informed and believe and based upon said information and beliefs allege that the
10 OWNERS do not have legal authority or permission to store or accumulate the above described
11 materials on THE PROPERTY.

12 14. A Notice of Pendency of Administrative Proceedings regarding the accumulated rubbish
13 was recorded in the Office of the County Recorder, County of Riverside, State of California, on
14 November 18, 2013, as Instrument Number 2013-0544368. A true and correct copy is attached hereto
15 and incorporated herein by reference as Exhibit "F."

16 15. A "Notice to Correct County Ordinance Violations and Abate Public Nuisance" providing
17 notification of the Board of Supervisors' hearing as required by RCO No. 725 was mailed to OWNERS
18 and INTERERSTED PARTIES by first class mail and was posted on THE PROPERTY. True and correct
19 copies of the Notices, together with the Proofs of Service, and the Affidavit of Posting of Notices are
20 attached hereto and incorporated herein by reference as Exhibit "G."

21 16. Removal of all accumulated rubbish on THE PROPERTY is required to bring THE
22 PROPERTY into compliance with RCO No. 541, and the Health and Safety Code. Under RCO No. 541,
23 no amount of rubbish is allowed to accumulate on THE PROPERTY.

24 ///
25 ///
26 ///
27 ///
28 ///

1 17. Accordingly, the following findings and conclusions are recommended:

2 (a) the accumulation of rubbish on THE PROPERTY be deemed and declared a
3 public nuisance;

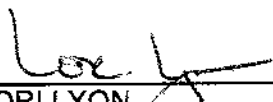
4 (b) the OWNERS or whoever has possession or control of THE PROPERTY, be
5 required to remove all accumulated rubbish within ninety (90) days of the date of the posting and mailing
6 of the Board's Order to Abate Nuisance, in accordance with all Riverside County Ordinances, including
7 but not limited to the provision of RCO No. 541;

8 (c) in the event the rubbish is not removed and disposed of according to the above
9 referenced ninety (90) day time period in strict accordance with all Riverside County Ordinances,
10 including but not limited to RCO No. 541, the rubbish may be abated and disposed of by representatives
11 of the Riverside County Code Enforcement Department, a contractor or the Sheriff's Department upon
12 receipt of an owner's consent or a Court Order when necessary under applicable law.

13 (d) that reasonable costs of abatement, after notice and opportunity for hearing, shall
14 be imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE
15 PROPERTY pursuant to Government Code Section 25845 and RCO No. 541.

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

18 Executed this 4th day of August, 2014, at Perris, California

19
20 
21 _____
22 LORI LYON
23 Code Enforcement Officer
24 Code Enforcement Department
25
26
27
28

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)

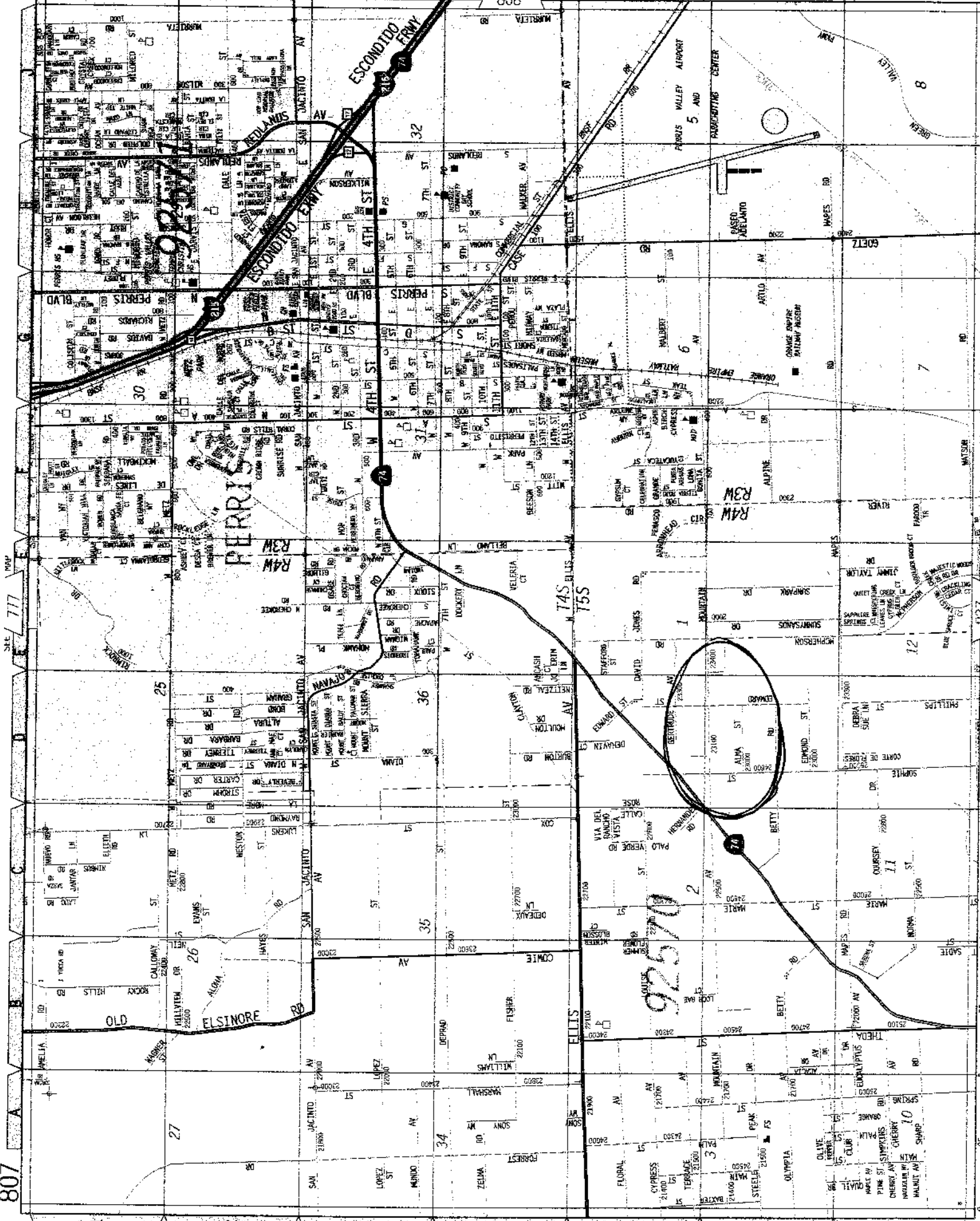
Exhibit D – Site Plan and Photographs

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”



807

806

837

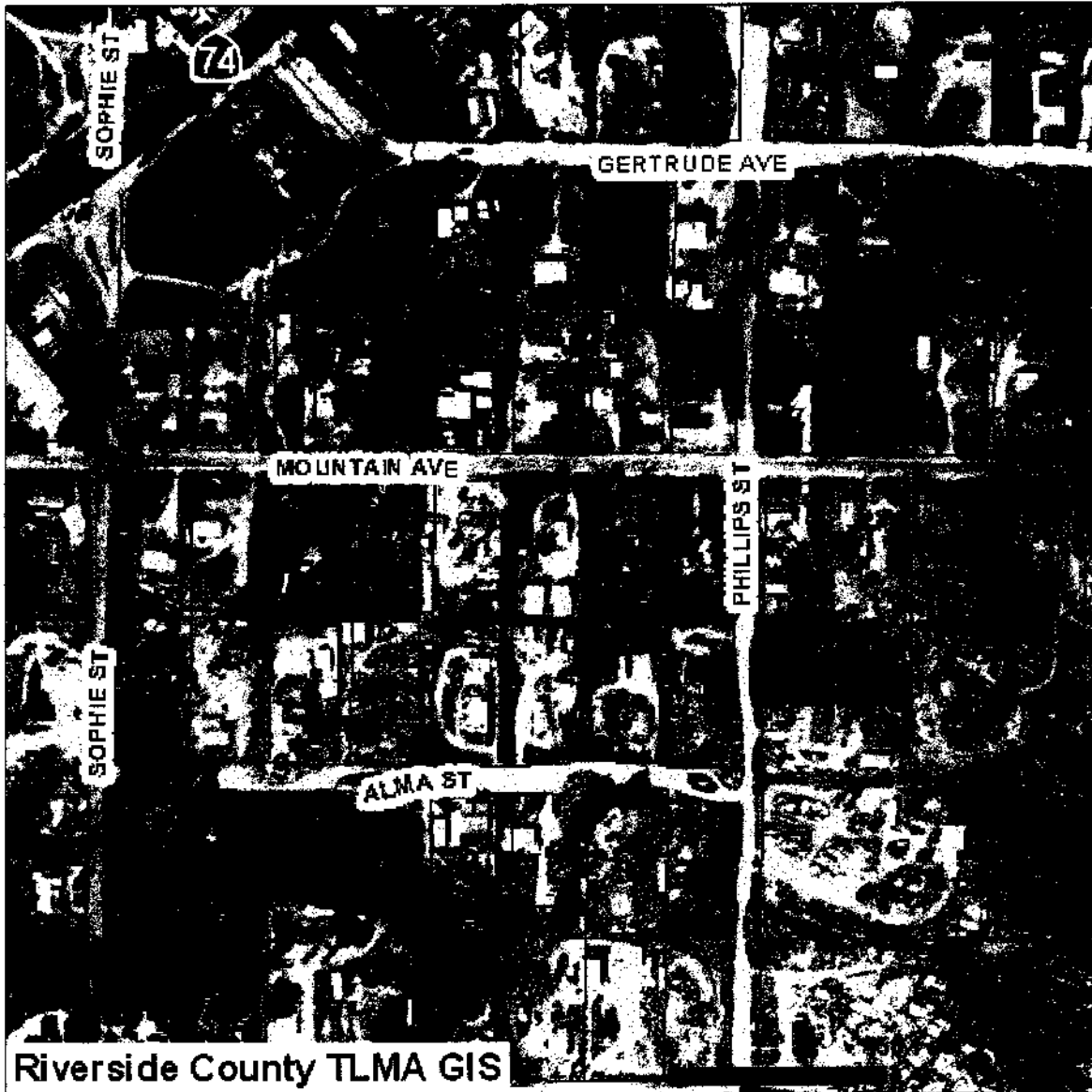
EXHIBIT “B”

Assessment Roll For the 2014-2015 Tax Year as of January 1,2014

Assessment #342170005-0		Parcel # 342170005-0		
Assessee:	BRISENO LUIS	Land	52,000	
Assessee:	TORRES MARIA	Structure	74,000	
Assessee:	SOTO ALBERTO	Full Value	126,000	
Assessee:	HERNANDEZ ANABEL	Total Net	126,000	
Mail Address:	23179 MOUNTAIN AVE PERRIS CA 92570			
Real Property Use Code:	R1	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> View Parcel Map </div>		
Base Year	2013			
Conveyance Number:	0597627			
Conveyance (mm/yy):	8/2013			
PUI:	R010012			
TRA:	87-014			
Taxability Code:	0-00			
ID Data:	Lot 64 RS 014/073			
Situs Address:	23179 MOUNTAIN AVE PERRIS CA 92570			



RIVERSIDE COUNTY GIS



Selected parcel(s):
342-170-005

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

342-170-005-0

OWNER NAME / ADDRESS

LUIS BRISENO
MARIA TORRES
ALBERTO SOTO
ANABEL HERNANDEZ
ET AL
23179 MOUNTAIN AVE
PERRIS, CA. 92570

MAILING ADDRESS

(SEE OWNER)
(SEE SITUS)

LEGAL DESCRIPTION

RECORDED BOOK/PAGE: RS 14/73
SUBDIVISION NAME: NOT AVAILABLE
LOT/PARCEL: 64, BLOCK: NOT AVAILABLE
TRACT NUMBER: NOT AVAILABLE

LOT SIZE

RECORDED LOT SIZE IS 1.16 ACRES

PROPERTY CHARACTERISTICS

WOOD FRAME, 901 SQFT., 1 BDRM/ 1 BATH, 1 STORY, DETACHED GARAGE(300 SQ. FT), CONST'D 1940COMPOSITION, ROOF

THOMAS BROS. MAPS PAGE/GRID

PAGE: 807 GRID: D6

CITY BOUNDARY/SPHERE

NOT WITHIN A CITY
CITY SPHERE: PERRIS
ANNEXATION DATE: NOT APPLICABLE
LAFCO CASE #: NOT APPLICABLE
PROPOSALS: NOT APPLICABLE

MARCH JOINT POWERS AUTHORITY

NOT IN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY

INDIAN TRIBAL LAND

NOT IN A TRIBAL LAND

SUPERVISORIAL DISTRICT 2011 (ORD. 813)

KEVIN JEFFRIES, DISTRICT 1

SUPERVISORIAL DISTRICT (2001 BOUNDARIES)

MARION ASHLEY, DISTRICT 5

TOWNSHIP/RANGE

T5SR4W SEC 1

ELEVATION RANGE

1576/1576 FEET

PREVIOUS APN

NO DATA AVAILABLE

PLANNING

LAND USE DESIGNATIONS

RC-VLDR

SANTA ROSA ESCARPMENT BOUNDARY

NOT IN THE SANTA ROSA ESCARPMENT BOUNDARY

AREA PLAN (RCIP)

MEAD VALLEY

COMMUNITY ADVISORY COUNCILS

PERRIS VALLEY (MAC)

GENERAL PLAN POLICY OVERLAYS

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

GENERAL PLAN POLICY AREAS

NONE

ZONING CLASSIFICATIONS (ORD. 348)

R-R

ZONING DISTRICTS AND ZONING AREAS

GOOD HOPE 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)

DEVELOPED/DISTURBED LAND

FIRE

HIGH FIRE AREA (ORD. 787)

NOT IN A HIGH FIRE AREA

FIRE RESPONSIBILITY AREA

NOT IN A FIRE RESPONSIBILITY AREA

DEVELOPMENT FEES

CVMSHCP FEE AREA (ORD. 875)

NOT WITHIN THE COACHELLA VALLEY MSHCP FEE AREA

WRMSHCP FEE AREA (ORD. 810)

IN OR PARTIALLY WITHIN THE WESTERN RIVERSIDE MSHCP FEE AREA. SEE MAP FOR MORE INFORMATION.

ROAD & BRIDGE DISTRICT

NOT IN A DISTRICT

EASTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 673)

NOT WITHIN THE EASTERN TUMF FEE AREA

WESTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 824)

IN OR PARTIALLY WITHIN A TUMF FEE AREA. SEE MAP FOR MORE INFORMATION. CENTRAL

DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)

MEAD VALLEY

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

CIRCULATION ELEMENT ULTIMATE RIGHT-OF-WAY

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

ROAD BOOK PAGE

63

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

SAN JACINTO VALLEY

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

PERRIS & PERRIS UNION HIGH

COMMUNITIES

GOOD HOPE

COUNTY SERVICE AREA

NOT IN A COUNTY SERVICE AREA.

LIGHTING (ORD. 655)

ZONE B, 36.00 MILES FROM MT. PALOMAR OBSERVATORY

2010 CENSUS TRACT

042902

FARMLAND

OTHER LANDS

TAX RATE AREAS

087014

- COUNTY FREE LIBRARY
- COUNTY STRUCTURE FIRE PROTECTION
- COUNTY WASTE RESOURCE MGMT DIST
- CSA 152
- EASTERN MUN WATER IMP DIST 8
- EASTERN MUNICIPAL WATER
- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZONE 4
- GENERAL
- GENERAL PURPOSE
- METRO WATER EAST 1301999
- MT SAN JACINTO JUNIOR COLLEGE
- PERRIS AREA ELEM SCHOOL FUND
- PERRIS JR HIGH AREA FUND
- PERRIS SCHOOL
- PERRIS UNION HIGH SCHOOL
- PERRIS VALLEY CEMETERY
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- SAN JACINTO BASIN RESOURCE CONS

SPECIAL NOTES
NO SPECIAL NOTES

CODE COMPLAINTS

Case #	Description	Start Date
CV1301367	ABATEMENT	Mar. 28, 2013

BUILDING PERMITS

Case #	Description	Status
BEL030229	UPGRADE SERVICE TO DWELLING TO 200 AMPS	EXPIRED
BZ126806	ENLARGE LIVING ROOM	CONTACT THE BUILDING AND SAFETY RECORDS DEPARTMENT AT 951-955-2017

ENVIRONMENTAL HEALTH PERMITS

Case #	Description	Status
NO ENVIRONMENTAL PERMITS	NOT APPLICABLE	NOT APPLICABLE

PLANNING PERMITS

Case #	Description	Status
NO PLANNING PERMITS	NOT APPLICABLE	NOT APPLICABLE

REPORT PRINTED ON...Tue Apr 29 07:46:15 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: **30991**

Customer:

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

Order Date: 4/28/2014
 Dated as of: 4/15/2014
 County Name: Riverside

Attn: Brent Steele
 Reference: CV13-01367 / Regina Keyes
 IN RE: BRISENO, LUIS

FEE(s):
 Report: \$120.00

Property Address: 23179 Mountain Ave.
 Perris CA 92570

Assessor's Parcel No. : 342-170-005-0

Assessments:

Land Value:	\$30,000.00
Improvement Value:	\$55,000.00
Exemption Value:	\$0.00
Total Value:	\$85,000.00

Tax Information

Property Taxes for the Fiscal Year	2013-2014
Total Annual Tax	\$2,503.84
Status: Paid through	06/30/2014

Supplemental Property Tax Assessment for the

Fiscal Year	2012
Bill Number	053289073-5
First Installment	\$12.53
Penalty	\$1.25
Due Date	01/31/2014
Status	NOT PAID-DELINQUENT



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

Order Number: 30991
 Reference: CV13-01367 / Re

Second Installment	\$12.53
Penalty	\$0.00
Due Date	05/30/2014
Status	OPEN NOT-PAID

Property Vesting

The last recorded document(s) transferring title of said property

Document Type	Grant Deed
Dated	01/11/2007
Recorded	01/25/2007
Document No.	2007-0057990
D.T.T.	\$0.00
Grantor	Luis Briseno, an unmarried man and Mercedes Briseno, an unmarried woman as joint tenants
Grantee	Luis Briseno, a married man sole and separate property

Document Type	Grant Deed
Dated	10/08/2012
Recorded	12/10/2012
Document No.	2012-0597627
D.T.T.	\$0.00
Grantor	Luis Briseno, a married man as his sole and separate property
Grantee	Alberto Soto, a single man and Anabel Hernandez, a single woman 5% interest

Document Type	Grant Deed
Dated	12/08/2012
Recorded	07/11/2013
Document No.	2013-0335307
D.T.T.	\$0.00
Grantor	Luis Briseno, a married man as his sole and separate property
Grantee	Maria Torres, a single woman and Brenda Smith, a single woman, 5% interest



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

Order Number: 30991

Reference: CV13-01367 / Re

Property Now Vested as

Luis Briseno, a married man sole and separate property,
Alberto Soto, a single man and Anabel Hernandez, a
single woman 5% interest and Maria Torres, a single
woman and Brenda Smith, a single woman, 5% interest

Deeds of Trust

Position No.	1st
A Deed of Trust Dated	01/18/2007
Recorded	01/25/2007
Document No.	2007-0057991
Amount	\$266,250.00
Trustor	Luis Briseno, a married man sole and separate property
Trustee	First American Title Company, a California Corporation
Beneficiary	Mortgage Electronic Registration Systems, Inc., acting as a nominee for Golden Empire Mortgage Inc.
Assignment Dated	11/16/2009
Recorded	07/12/2011
Document No.	2011-0304245
Assigned to	Deutsche Bank National Trust Company, as Trustee for the Registered Holders of Morgan Stanley ABS Capital 1 Inc. Trust 2007-HE6 Mortgage Pass-Through Certificates Series 2007-HE6
Substitution of Trustee Recorded	12/01/2011
Document No.	2011-0530618
Trustee	Western Progressive, LLC.
Notice of Default Recorded	07/26/2012
Document No.	2012-0350869
Substitution of Trustee Recorded	11/21/2012
Document No.	2012-0563782
Trustee	Western Progressive, LLC.
Notice of Trustee's Sale Recorded	03/14/2014



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

Order Number: 30991

Reference: CV13-01367 / Re

Document No. 2014-0095932
Date of Sale 04/14/2014

Additional Information

Notice of Non-Compliance filed by County of Riverside Code Enforcement Department
In the matter of the property of Luis Briseno
Case No. CV10-07637
Recorded 02/28/2011
Document No. 2011-0088944

A Notice of Administrative Proceedings by the
City of Moreno Valley
County of Riverside
Recorded 07/20/2011
Document No. 2011-0317237

A Notice of Administrative Proceedings by the
City of Perris
County of Riverside
Recorded 05/01/2012
Document No. 2012-0197246

A Notice of Administrative Proceedings by the
City of Perris
County of Riverside
Recorded 05/23/2013
Document No. 2013-0246365

A Notice of Administrative Proceedings by the
City of Perris
County of Riverside
Recorded 11/18/2013
Document No. 2013-0544368



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

Order Number: 30991
Reference: CV13-01367 / Re

**JUDGMENT AND/OR LIEN DOCUMENTS LISTED
AS FOLLOWS:**

Document Type	Abstract of Support Judgment
Document No.	2004-0365669
Recorded	05/17/2004
Document Type	Abstract of Judgment
Document No.	2004-0454035
Recorded	06/14/2004
Document Type	Abstract of Judgment
Document No.	2004-0483726
Recorded	06/23/2004
Document Type	Notice of State Tax Lien
Document No.	2004-0656614
Recorded	08/19/2004
Document Type	Certificate of Lien
Document No.	2004-0721751
Recorded	09/10/2004
Document Type	Notice of State Tax Lien
Document No.	2005-0038326
Recorded	01/13/2005
Document Type	Abstract of Judgment
Document No.	2006-0055010
Recorded	01/24/2006
Document Type	Abstract of Judgment
Document No.	2006-0344077
Recorded	05/11/2006
Document Type	Certificate of Lien
Document No.	2006-0821911
Recorded	11/07/2006
Document Type	Abstract of Judgment
Document No.	2007-0074066
Recorded	01/31/2007
Document Type	Acknowledgment of Partial Satisfaction of Judgment



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Document No.	2007-0261135
Recorded	04/18/2007
Document Type	Abstract of Judgment
Document No.	2007-0680782
Recorded	11/08/2007
Document Type	Certificate of Lien
Document No.	2007-0688907
Recorded	11/13/2007
Document Type	Notice Regarding Payment of Support-Substitution of Payee
Document No.	2008-0050612
Recorded	01/31/2008
Document Type	Certificate of Lien
Document No.	2008-0226391
Recorded	05/01/2008
Document Type	Abstract of Judgment
Document No.	2008-0263972
Recorded	05/16/2008
Document Type	Abstract of Judgment
Document No.	2008-0351024
Recorded	06/27/2008
Document Type	Abstract of Judgment
Document No.	2008-0485316
Recorded	09/03/2008
Document Type	Abstract of Judgment
Document No.	2008-0564621
Recorded	10/22/2008
Document Type	Abstract of Judgment
Document No.	2008-0592649
Recorded	11/07/2008
Document Type	Certificate of Lien
Document No.	2008-0614379
Recorded	11/19/2008
Document Type	Abstract of Judgment



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Document No.	2008-0678921
Recorded	12/30/2008
Document Type	Certificate of Lien for Delinquent Water Charges
Document No.	2009-0031590
Recorded	01/22/2009
Document Type	Notice of State Tax Lien
Document No.	2009-0095049
Recorded	02/27/2009
Document Type	Abstract of Support Judgment
Document No.	2009-0452895
Recorded	08/31/2008
Document Type	Notice of State Tax Lien
Document No.	2009-0526645
Recorded	10/09/2009
Document Type	Abstract of Judgment
Document No.	2010-0492711
Recorded	10/14/2010
Document Type	Abstract of Judgment
Document No.	2010-0562251
Recorded	11/23/2010
Document Type	Notice of State Tax Lien
Document No.	2010-0570251
Recorded	11/30/2010
Document Type	Abstract of Judgment
Document No.	2011-0469697
Recorded	10/25/2011
Document Type	Notice of State Tax Lien
Document No.	2011-0534701
Recorded	12/05/2011
Document Type	Notice of State Tax Lien
Document No.	2011-0534731
Recorded	12/05/2011
Document Type	Notice of State Tax Lien



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Order Number: 30991

Reference: CV13-01367 / Re

Document No.	2012-0141569
Recorded	03/27/2012
Document Type	Notice of State Tax Lien
Document No.	2012-0436964
Recorded	09/13/2012
Document Type	Abstract of Judgment
Document No.	2013-0351024
Recorded	07/22/2013
Document Type	Abstract of Judgment
Document No.	2013-0495318
Recorded	10/16/2013
Document Type	Certificate of Lien
Document No.	2014-0037403
Recorded	01/29/2014
Document Type	Abstract of Judgment
Document No.	2012-0212406
Recorded	05/08/2012
Document Type	Abstract of Support Judgment
Document No.	2012-0229376
Recorded	05/17/2012
Document Type	Abstract of Support Judgment
Document No.	2012-0233486
Recorded	05/21/2012
Document Type	Abstract of Judgment
Document No.	2008-0425350
Recorded	08/01/2008
Document Type	Abstract of Judgment
Document No.	2010-0071569
Recorded	02/17/2010
Document Type	Abstract of Judgment
Document No.	2007-0459655
Recorded	07/16/2007
Document Type	Abstract of Judgment



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Order Number: 30991
Reference: CV13-01367 / Re

Document No. 2007-0464973
Recorded 07/18/2007

A Bankruptcy filed by Alberto Soto
Social Security Number(s) none shown
Date filed 03/16/2012
Case No. 16692

A Bankruptcy filed by Maria Torres
Social Security Number(s) none shown
Date filed 07/01/2004
Case No. 17901

A Bankruptcy filed by Maria Torres
Social Security Number(s) none shown
Date filed 08/12/2004
Case No. 19378

A Bankruptcy filed by Mary M. Torres
Social Security Number(s) none shown
Date filed 03/03/2005
Case No. 11886

A Bankruptcy filed by Maria Isabel Torres
Social Security Number(s) none shown
Date filed 08/10/2005
Case No. 18149

A Bankruptcy filed by Mary Margaret Torres
Social Security Number(s) none shown
Date filed 08/22/2005
Case No. 18622

A Bankruptcy filed by Maria Rosario Torres
Social Security Number(s) none shown
Date filed 10/11/2005



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

Order Number: 30991
Reference: CV13-01367 / Re

Case No.	22341
A Bankruptcy filed by	Maria C. Torres
Social Security Number(s)	none shown
Date filed	10/24/2005
Case No.	26046
A Bankruptcy filed by	Maria Trinidad Torres
Social Security Number(s)	none shown
Date filed	08/17/2007
Case No.	14917
A Bankruptcy filed by	Maria Carmen Torres
Social Security Number(s)	none shown
Date filed	03/03/2008
Case No.	12228
A Bankruptcy filed by	Maria Delaluz Torres
Social Security Number(s)	none shown
Date filed	11/07/2008
Case No.	25584
A Bankruptcy filed by	Maria Jesus Torres
Social Security Number(s)	none shown
Date filed	11/29/2008
Case No.	26929
A Bankruptcy filed by	Maria Rosario Torres
Social Security Number(s)	none shown
Date filed	12/27/2008
Case No.	28551
A Bankruptcy filed by	Maria Cardenas Torres
Social Security Number(s)	none shown
Date filed	02/05/2009
Case No.	12043



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Whittier, CA 90609
Tel # (562) 325-8351
Fax # (714) 783-3038

Order Number: 30991
Reference: CV13-01367 / Re

A Bankruptcy filed by **Maria Torres**
Social Security Number(s) none shown
Date filed 03/30/2009
Case No. 16006

A Bankruptcy filed by **Maria Ann Torres**
Social Security Number(s) none shown
Date filed 05/14/2009
Case No. 20151

A Bankruptcy filed by **Maria Guadalupe Torres**
Social Security Number(s) none shown
Date filed 05/18/2009
Case No. 20505

A Bankruptcy filed by **Maria Guadalupe Torres**
Social Security Number(s) none shown
Date filed 06/05/2009
Case No. 22267

A Bankruptcy filed by **Maria Torres**
Social Security Number(s) none shown
Date filed 08/20/2009
Case No. 29256

A Bankruptcy filed by **Maria Elaine Torres**
Social Security Number(s) none shown
Date filed 10/02/2009
Case No. 33413

A Bankruptcy filed by **Maria Carmen Torres**
Social Security Number(s) none shown
Date filed 10/03/2009
Case No. 33505



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Tel # (562) 325-8351
Fax # (714) 783-3038

Order Number: 30991
Reference: CV13-01367 / Re

A Bankruptcy filed by Maria Torres
Social Security Number(s) none shown
Date filed 10/23/2009
Case No. 35286

A Bankruptcy filed by Maria Isabel Torres
Social Security Number(s) none shown
Date filed 12/10/2009
Case No. 39976

A Bankruptcy filed by Maria Dolores Torres
Social Security Number(s) none shown
Date filed 03/30/2010
Case No. 19258

A Bankruptcy filed by Maria Guadalupe Torres
Social Security Number(s) none shown
Date filed 04/13/2010
Case No. 20921

A Bankruptcy filed by Maria Estella Torres
Social Security Number(s) none shown
Date filed 05/04/2010
Case No. 23477

A Bankruptcy filed by Maria Torres
Social Security Number(s) none shown
Date filed 05/20/2010
Case No. 25424

A Bankruptcy filed by Maria Dejesus Torres
Social Security Number(s) none shown
Date filed 06/02/2010
Case No. 27085

A Bankruptcy filed by Maria T. Torres



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Fax # (714) 783-3038

Order Number: 30991
Reference: CV13-01367 / Re

Social Security Number(s)	none shown
Date filed	06/17/2010
Case No.	28769
A Bankruptcy filed by	Maria E. Torres
Social Security Number(s)	none shown
Date filed	06/18/2010
Case No.	28951
A Bankruptcy filed by	Maria Santos Torres
Social Security Number(s)	none shown
Date filed	07/09/2010
Case No.	31348
A Bankruptcy filed by	Maria D. Torres
Social Security Number(s)	none shown
Date filed	07/27/2010
Case No.	33467
A Bankruptcy filed by	Maria Christina Torres
Social Security Number(s)	none shown
Date filed	08/31/2010
Case No.	37957
A Bankruptcy filed by	Maria Delcarmen Torres
Social Security Number(s)	none shown
Date filed	09/08/2010
Case No.	38869
A Bankruptcy filed by	Maria Ines Torres
Social Security Number(s)	none shown
Date filed	09/10/2010
Case No.	39138
A Bankruptcy filed by	Maria Delacruz Torres
Social Security Number(s)	none shown



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Order Number: 30991
Reference: CV13-01367 / Re

Date filed	09/25/2010
Case No.	41038
A Bankruptcy filed by	Maria Rocio Torres
Social Security Number(s)	none shown
Date filed	12/09/2010
Case No.	49655
A Bankruptcy filed by	Maria Teresa Torres
Social Security Number(s)	none shown
Date filed	01/25/2011
Case No.	12571
A Bankruptcy filed by	Maria Elena Torres
Social Security Number(s)	none shown
Date filed	02/11/2011
Case No.	14573
A Bankruptcy filed by	Maria Torres
Social Security Number(s)	none shown
Date filed	03/04/2011
Case No.	17143
A Bankruptcy filed by	Maria Monica Torres
Social Security Number(s)	none shown
Date filed	03/04/2011
Case No.	17185
A Bankruptcy filed by	Maria Guadalupe Torres
Social Security Number(s)	none shown
Date filed	04/29/2011
Case No.	24130
A Bankruptcy filed by	Maria Lizet Torres
Social Security Number(s)	none shown
Date filed	06/10/2011



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Order Number: 30991
Reference: CV13-01367 / Re

Case No.	28995
A Bankruptcy filed by	Maria Delcarmen Torres
Social Security Number(s)	none shown
Date filed	10/28/2011
Case No.	43481
A Bankruptcy filed by	Maria Luisa Torres
Social Security Number(s)	none shown
Date filed	12/19/2011
Case No.	47943
A Bankruptcy filed by	Maria Socorro Torres
Social Security Number(s)	none shown
Date filed	12/31/2011
Case No.	48952
A Bankruptcy filed by	Maria Lisa Torrez
Social Security Number(s)	none shown
Date filed	01/31/2012
Case No.	12343
A Bankruptcy filed by	Maria Torres
Social Security Number(s)	none shown
Date filed	02/22/2012
Case No.	14390
A Bankruptcy filed by	Maria Angela Torres
Social Security Number(s)	none shown
Date filed	02/22/2012
Case No.	14315
A Bankruptcy filed by	Maria Luisa Torres
Social Security Number(s)	none shown
Date filed	03/30/2012
Case No.	17955



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Order Number: 30991
Reference: CV13-01367 / Re

A Bankruptcy filed by **Maria Luisa Torres**
Social Security Number(s) none shown
Date filed 03/30/2012
Case No. 17955

A Bankruptcy filed by **Maria Torres**
Social Security Number(s) none shown
Date filed 04/12/2012
Case No. 19052

A Bankruptcy filed by **Maria G. Torres**
Social Security Number(s) none shown
Date filed 06/15/2012
Case No. 24480

A Bankruptcy filed by **Maria Delcarmen Torres**
Social Security Number(s) none shown
Date filed 07/09/2012
Case No. 26141

A Bankruptcy filed by **Maria G. Torres**
Social Security Number(s) none shown
Date filed 07/17/2012
Case No. 26745

A Bankruptcy filed by **Maria Consuelo Torres**
Social Security Number(s) none shown
Date filed 07/30/2012
Case No. 27747

A Bankruptcy filed by **Maria Torres**
Social Security Number(s) none show
Date filed 09/08/2012
Case No. 30836



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Fax # (714) 783-3038

Order Number: 30991
Reference: CV13-01367 / Re

A Bankruptcy filed by	Maria Torres
Social Security Number(s)	none shown
Date filed	11/01/2012
Case No.	34663
A Bankruptcy filed by	Maria Torres
Social Security Number(s)	none shown
Date filed	11/21/2012
Case No.	36040
A Bankruptcy filed by	Maria G. Torres
Social Security Number(s)	xxx-xx-4674
Date filed	12/14/2012
Case No.	B 37422
A Bankruptcy filed by	Maria Blanca Torres
Social Security Number(s)	xxx-xx-5562
Date filed	01/31/2013
Case No.	B 11711
A Bankruptcy filed by	Maria Torres
Social Security Number(s)	xxx-xx-2549
Date filed	03/13/2013
Case No.	B 14405
A Bankruptcy filed by	Mary Torres
Social Security Number(s)	xxx-xx-1332
Date filed	07/31/2013
Case No.	B23158
A Bankruptcy filed by	Maria Torres
Social Security Number(s)	xxx-xx-1290
Date filed	08/18/2013
Case No.	B 24668
A Bankruptcy filed by	Maria Guadalupe Torres



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Order Number: 30991
Reference: CV13-01367 / Re

Social Security Number(s)	xxx-xx8177
Date filed	10/10/2013
Case No.	B 26848
A Bankruptcy filed by	Maria Judith Torres
Social Security Number(s)	xxx-xx-4333
Date filed	10/25/2013
Case No.	B 27677
A Bankruptcy filed by	Maria Enriquez Torres
Social Security Number(s)	xxx-xx-1082
Date filed	02/26/2014
Case No.	B 12359
A Bankruptcy filed by	Maria Alejandra Torrez
Social Security Number(s)	xxx-xx-0292
Date filed	04/10/2014
Case No.	B 14713
A Bankruptcy filed by	Brenda Lee Smith
Social Security Number(s)	none shown
Date filed	10/07/2009
Case No.	33825
A Bankruptcy filed by	Brenda Kay Smith
Social Security Number(s)	none shown
Date filed	12/04/2009
Case No.	39400
A Bankruptcy filed by	Brenda Carol Smith
Social Security Number(s)	none shown
Date filed	03/31/2010
Case No.	19333
A Bankruptcy filed by	Brenda F. Smith
Social Security Number(s)	none shown



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Fax # (714) 783-3038

Order Number: 30991
Reference: CV13-01367 / Re

Date filed 12/07/2011
Case No. 46975

A Bankruptcy filed by Brenda Dawn Smith
Social Security Number(s) none shown
Date filed 03/23/2012
Case No. 17358

A Bankruptcy filed by Brenda Gailya Smith
Social Security Number(s) none shown
Date filed 10/30/2013
Case No. B 27906

A Bankruptcy filed by Annabell
Social Security Number(s) none shown
Date filed 07/13/2012
Case No. 26512

Legal Description

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

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1,
TOWNSHIP 5 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

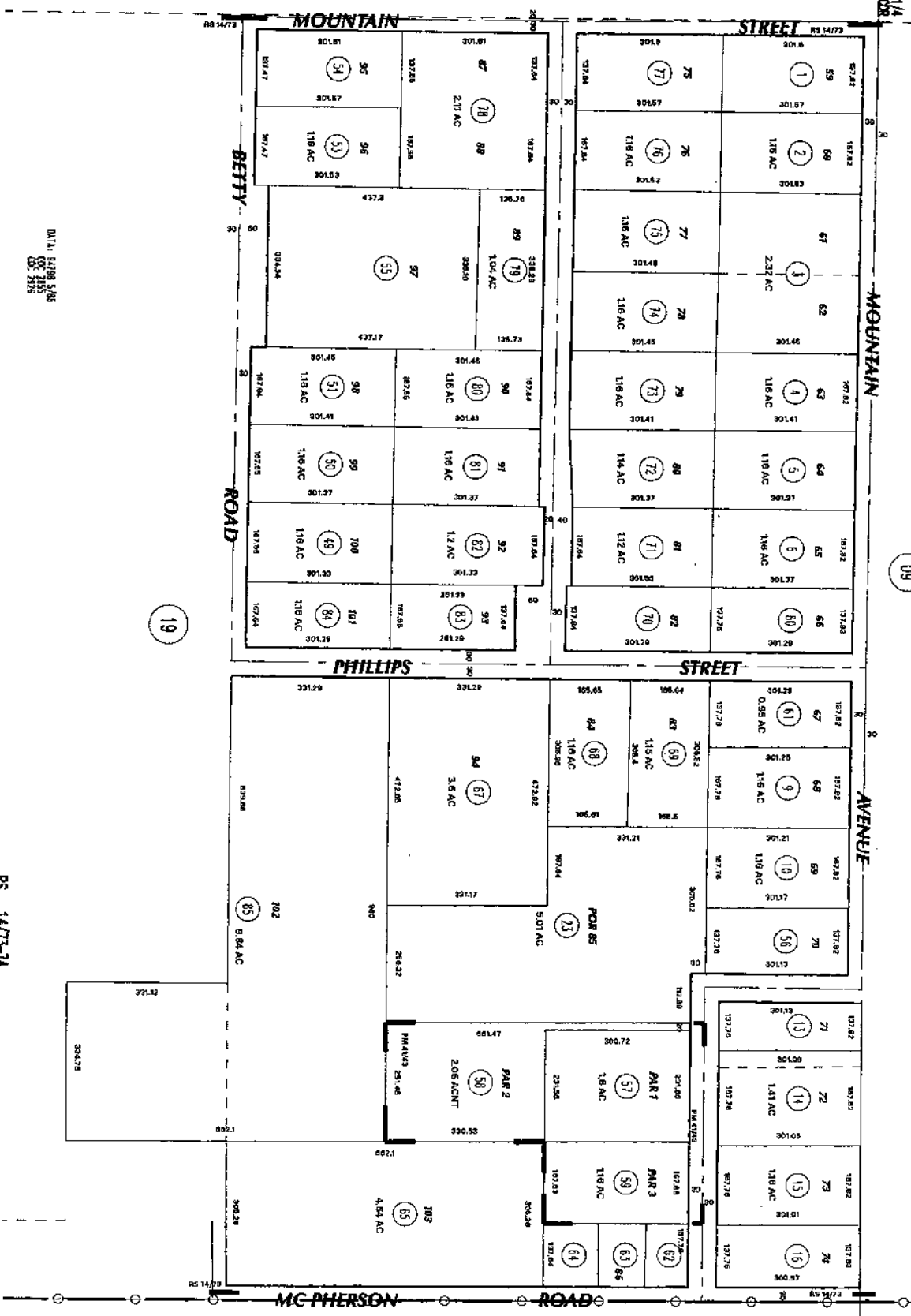
PARCEL 64 AS SHOWN ON RECORD OF SURVEY ENTITLED "TURNER POULTRY FARMS RECORD OF
SURVEY THE SOUTHWEST QUARTER AND PORTION OF THE NORTHWEST QUARTER OF SECTION 1,
TOWNSHIP 5 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, RIVERSIDE COUNTY,
CALIFORNIA ON FILE IN BOOK 14 PAGES 73 AND 74 OF RECORDS OF SURVEY, RECORDS OF SAID
COUNTY.

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

POR. SW 1 T. 55. R. 4W

T.R.A. 087-014

342-17
15-46



ASSESSOR'S MAP 8K542 PG. 17
RiverSide County, Calif. 2000

RS 14/75-74
PM 41/43 PARCEL MAP 8548

Mar 2001
APR 05 2001

DATE	OLD NUMBER	NEW NUMBER
01/01	4-41	48-51
02/01	51	52
03/01	52	53
04/01	53	54
05/01	54	55
06/01	55	56
07/01	56	57
08/01	57	58
09/01	58	59
10/01	59	60
11/01	60	61
12/01	61	62
01/02	62	63
02/02	63	64
03/02	64	65
04/02	65	66
05/02	66	67
06/02	67	68
07/02	68	69
08/02	69	70
09/02	70	71
10/02	71	72
11/02	72	73
12/02	73	74
01/03	74	75
02/03	75	76
03/03	76	77
04/03	77	78
05/03	78	79
06/03	79	80
07/03	80	81
08/03	81	82
09/03	82	83
10/03	83	84
11/03	84	85
12/03	85	86

12

CAS FIRST AMERICAN TITLE COMPANY LOS ANGELES

DOC # 2007-0057990
01/25/2007 08:00A Fee: 13.00
Page 1 of 3
Recorded in Official Records
County of Riverside
Larry U. Ward
Assessor, County Clerk & Recorder



RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:
Luis Briseno
P.O. Box 1088
Perris, CA 92572

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			3						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EKAM
									033

A.P.N.: 342-170-005 Order No.: 2638659 - 43 Escrow No.: 27163-CC

TTA 003

GRANT DEED

13
T
033

"This is a bonafide gift and the grantor received nothing in return, R & T 11911"

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY R
[] computed on full value of property conveyed, or
[] computed on full value less value of liens or encumbrances remaining at time of sale,
unincorporated area; [X] City of Perris, and

FOR A VALUABLE CONSIDERATION, Receipt of which is hereby acknowledged,
Luis Briseno, an unmarried man and Mercedes Briseno, an unmarried woman as joint tenants

hereby GRANT(S) to Luis Briseno, a married man as his sole and separate property

the following described property in the City of Perris, County of Riverside State of California;

Parcel 64 as shown on Record of Survey entitled "Turner Poultry Farms Record of Survey the SW 1/4 and portion of the NW 1/4 of Section 1, T5s, R4W, SBM, Riverside County, Calif. on file in Book 14, Page(s) 73 and 74, Records of Survey, Riverside County Records.

Luis Briseno
Luis Briseno

Mercedes Briseno
Mercedes Briseno

Document Date: January 11, 2007

STATE OF CALIFORNIA)
COUNTY OF Riverside)
On January 11, 2007 before me, Anamaria Melchor "Notary Public"
personally appeared Luis Briseno, Mercedes Briseno
personally known to me (or presented to me on the basis of their personal knowledge) to be the person(s) who 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: Anamaria Melchor

Mail Tax Statements to: SAME AS ABOVE or Address Noted Below

(This area for official notarial seal.)



RECORDER
P.O. BOX 751
RIVERSIDE, CA 92502-0751
(909) 486-7000

LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK RECORDER

NOTARY CLARITY

UNDER THE PROVISION OF GOVERNMENT CODE 27361.7, I CERTIFY
UNDER THE PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE
DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS
FOLLOWS:

NAME OF NOTARY: Anamaria Melchor

COMMISSION #: 1675860

PLACE OF EXECUTION: O.C. (R.V.) S.B. S.D. L.A. VENTURA.

DATE COMMISSION EXPIRES: Jun 17, 2010

DATE: 1/25/2007

SIGNATURE: Hector Madrigal

PRINT NAME: Hector Madrigal

ACR 186P-AS4RE0(EST. 05/2003)

Loan Number: 1600700001

Date: JANUARY 18, 2007

Property Address: 23179 MOUNTAIN AVENUE, AREA OF PERRIS, CALIFORNIA
92570

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

PARCEL 64 AS SHOWN ON RECORD OF SURVEY ENTITLED "TURNER POULTRY FARMS RECORD OF SURVEY THE SW 1/4 AND PORTION OF THE NORTHWEST 1/4 OF SECTION 1, T5S, R4W, SBM, RIVERSIDE, COUNTY, CALIFORNIA ON FILE IN BOOK 14 PAGES 73 AND 74 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS.

A.P.N. # : 342-170-005

DocMagic ePrints 800-549-1382
www.docmagic.com

Return Address:
Luis Briseno
23179 Mountain Ave.
Perris CA 92570

DOC # 2012-0597627
12/10/2012 08:15A Fee:25.00
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
									3
M	A	L	465	426	PCOR	NCOR	SM	NCHG	EXAM
								CTY	UNI

DTT: 0

GRANT DEED


28
C
042

THIS GRANT DEED, Executed this 8th day of October 2012
 by first party, Grantor(s), **Luis Briseno, a married man as his Sole and Separate Property**
 whose post office address is **21311 Wren Dr. Nuevo CA 92567**
 to second party, Grantee, **Alberto Soto, a single man and Anabel Hernandez, a single woman**
 whose post office address is **23179 Mountain Ave. Perris CA 92570**

THIS IS A BONIFIED GIFT SELLER RECEIVED NOTHING IN RETURN.

WITNESSETH, That the said first party/Grantor, for a valuable consideration, receipt of which is hereby acknowledged, do hereby remise, release and grants unto the said second party/Grantee, 5% of the right, title, interest and claim which the said first party/Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Riverside, State of CALIFORNIA, to wit:

LEGAL DESCRIPTION: Parcel 64 as shown on Record of Survey entitled Turner Poultry Farms Record of Survey the SW ¼ and portion of the NW ¼ of Section 1, T5s, R4W, SBM, Riverside County, Calif. on file in Book 14, Page(s) 73 and 74 Records of Survey Riverside County Records.
Property Address: 23179 Mountain Ave Perris CA 92570
APN #: 342-170-005-0


 Grantor(s) **Luis Briseno**

State of California

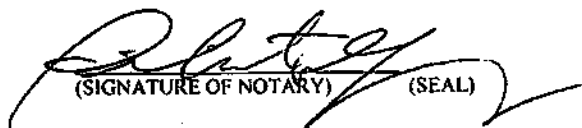
County of Riverside

On October 8, 2012 before me, Filiverto Gomez, Notary Public

personally appeared Luis Briseno
 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.


 (SIGNATURE OF NOTARY) (SEAL)



Return Address:
Luis Briseno
23179 Mountain Ave.
Perris CA 92570

DOC # 2013-0335307
07/11/2013 01:10P Fee:25.00
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry U. Mard
Assessor, County Clerk & Recorder



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GRANT DEED

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THIS GRANT DEED, Executed this 8th day of December 2012
by first party, Grantor(s), **Luis Briseno**, a married man as his Sole and Separate Property
whose post office address is **23179 Mountain Ave Perris, CA 92570**
to second party, Grantee, **Maria Torres**, a single Woman and **Brenda Smith**, a single woman
whose post office address is **23179 Mountain Ave. Perris CA 92570**

THIS IS A BONIFIED GIFT SELLER RECEIVED NOTHING IN RETURN.

WITNESSETH, That the said first party/Grantor, for a valuable consideration, receipt of which is hereby acknowledged, do hereby remise, release and grants unto the said second party/Grantee, 5% of the right, title, interest and claim which the said first party/Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Riverside, State of CALIFORNIA, to wit:

LEGAL DESCRIPTION: Parcel 64 as shown on Record of Survey entitled Turner Poultry Farms Record of Survey the SW ¼ and portion of the NW ¼ of Section 1, T5s, R4W, SBM, Riverside County, Calif. on file in Book 14, Page(s) 73 and 74 Records of Survey Riverside County Records.
Property Address: 23179 Mountain Ave Perris CA 92570
APN #: 342-170-005-0

Luis Briseno
Grantor(s) **Luis Briseno**

State of California

County of Riverside

On December 8, 2012 before me, Filiverto Gomez, Notary Public

personally appeared Luis Briseno
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.

Filiverto Gomez
(SIGNATURE OF NOTARY) (SEAL)



13

FIRST AMERICAN TITLE COMPANY LOS ANGELES

DOC # 2007-0057991
01/25/2007 08:00A Fee:72.00
Page 1 of 22
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

Recording Requested By:
GOLDEN EMPIRE MORTGAGE INC.



And After Recording Return To:
SECURITY CONNECTIONS, INC
1935 INTERNATIONAL WAY, DEPT. 210
IDAHO FALLS, IDAHO 83402
Loan Number: 1600700001

342-170-005
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DEED OF TRUST

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MIN: 100055507010079560

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 **JANUARY 18, 2007**, together with all Riders to this document.
- (B) "Borrower" is **LUIS BRISENO, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY**

Borrower is the trustor under this Security Instrument.
(C) "Lender" is **GOLDEN EMPIRE MORTGAGE INC.**

Lender is a **CALIFORNIA CORPORATION** organized and existing under the laws of **CALIFORNIA**
Lender's address is **1200 DISCOVERY DRIVE SUITE 300, BAKERSFIELD, CALIFORNIA 93309**

(D) "Trustee" is **FIRST AMERICAN TITLE COMPANY, A CALIFORNIA CORPORATION**
4540 CALIFORNIA AVENUE, STE. 100, BAKERSFIELD, CALIFORNIA 93309

(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 **JANUARY 18, 2007**
The Note states that Borrower owes Lender **TWO HUNDRED SIXTY-SIX THOUSAND TWO HUNDRED FIFTY AND 00/100** Dollars (U.S. \$ **266,250.00**) plus interest.

Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than FEBRUARY 1, 2037

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

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

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Planned Unit Development Rider |
| <input checked="" 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 checked="" type="checkbox"/> Other(s) [specify] |
- PREPAYMENT RIDER

(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]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".
A.P.N. : 342-170-005

which currently has the address of 23179 MOUNTAIN AVENUE

[Street]

AREA OF PERRIS

, California

92570

("Property Address"):

[City]

[Zip Code]

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 seized 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 if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

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



LUIS BRISENO (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Witness:

Witness:

State of California)
) ss.
County of RIVERSIDE)

On January 19, 2007 before me, Anamaria Melchor "Notary Public"
personally appeared LUIS BRISENO

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.



Anamaria Melchor
NOTARY SIGNATURE

Anamaria Melchor
(Typed Name of Notary)

NOTARY SEAL

[Space Above This Line For Recording Data]

Loan Number: 1600700001

BALLOON RIDER

THIS BALLOON RIDER is made this 18th day of JANUARY, 2007 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note (the "Note") to GOLDEN EMPIRE MORTGAGE INC., A CALIFORNIA CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

23179 MOUNTAIN AVENUE, AREA OF PERRIS, CALIFORNIA 92570
[Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

NOTWITHSTANDING THE 40 YEAR AMORTIZATION PERIOD, THIS LOAN IS PAYABLE IN FULL ON THE MATURITY DATE. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE NOTE AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER. ACCORDINGLY, IF THIS LOAN HAS NOT BEEN SATISFIED, YOU WILL HAVE A BALLOON PAYMENT ON THE MATURITY DATE.

BALLOON RIDER - MULTISTATE
01/01/97

Page 1 of 2

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



LUIS BRYSENO (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

ADJUSTABLE RATE RIDER
(6-Month LIBOR Index - Rate Caps)
(First Business Day of Preceding Month Lookback)

THIS ADJUSTABLE RATE RIDER is made this 18th day of JANUARY, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Adjustable Rate Note (the "Note") to GOLDEN EMPIRE MORTGAGE INC., A CALIFORNIA CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

23179 MOUNTAIN AVENUE, AREA OF PERRIS, CALIFORNIA 92570

[Property Address]

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.295%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of FEBRUARY, 2017, and may change on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the six-month London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market, as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding FIVE AND 990/1000 percentage point(s) (5.990 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on a date that is 10 years after the Maturity Date (such date being referred to herein as the "Amortization Date") at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. I understand that as a result of the Amortization Date being after the Maturity Date, I will have a balloon payment on the Maturity Date.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.295 % or less than 6.295 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE AND 000/1000 percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 12.795 %, or less than 6.295 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

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

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

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

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 the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period,

Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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



LUIS BRISENO (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

PREPAYMENT RIDER

Loan Number: 1600700001

Date: JANUARY 18, 2007

Borrower(s): LUIS BRISENO

THIS PREPAYMENT RIDER (the "Rider") is made this 18th day of JANUARY, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure repayment of Borrower's promissory note (the "Note") in favor of GOLDEN EMPIRE MORTGAGE INC., A CALIFORNIA CORPORATION

("Lender"). The Security Instrument encumbers the Property more specifically described in the Security Instrument and located at

23179 MOUNTAIN AVENUE, AREA OF PERRIS, CALIFORNIA 92570
[Property Address]

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

A. PREPAYMENT CHARGE

The Note provides for the payment of a prepayment charge as follows:

5. BORROWER'S RIGHT TO PREPAY; PREPAYMENT CHARGE

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

The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under the Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes.

If the Note contains provisions for a variable interest rate, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

If within THIRTY-SIX (36) months from the date the Security Instrument is executed I make a full Prepayment or one or more partial Prepayments, and the total of all such Prepayments in any 12-month period exceeds TWENTY percent (20.000 %) of the original principal amount of the loan, I will pay a Prepayment charge in an amount equal to SIX (6) months' advance interest on the amount by which the total of my Prepayments within any 12-month period exceeds TWENTY percent (20.000 %) of the original principal amount of the loan.

If the Note contains provisions for a variable interest rate, the purpose of the loan is to finance the purchase or construction of real property containing four or fewer residential units or on which four or fewer residential units are to be constructed, and the Note Holder is not a "supervised financial organization," as defined in California Civil Code Section 1916.5, then I may prepay the loan in whole or in part without a Prepayment charge within 90 days of notification of any increase in the rate of interest.

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


LUIS BRISENO (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Loan Number: 1600700001

Date: JANUARY 18, 2007

Property Address: 23179 MOUNTAIN AVENUE, AREA OF PERRIS, CALIFORNIA
92570

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

PARCEL 64 AS SHOWN ON RECORD OF SURVEY ENTITLED "TURNER POULTRY FARMS RECORD OF SURVEY THE SW 1/4 AND PORTION OF THE NORTHWEST 1/4 OF SECTION 1, T5S, R4W, SBM, RIVERSIDE, COUNTY, CALIFORNIA ON FILE IN BOOK 14 PAGES 73 AND 74 OF RECORDS OF SURVEY, RIVERSIDE COUNTY RECORDS.

A.P.N. # : 342-170-005

DocMagic eRecords 800-649-1362
www.docmagic.com

DOC # 2011-0304245
 07/12/2011 08:16A Fee:21.00
 Page 1 of 2
 Recorded in Official Records
 County of Riverside
 Larry H. Ward
 Assessor, County Clerk & Recorder



Mail to: \$

Prepared by: Cory Messer
 Ocwen Loan Servicing, LLC
 1661 Worthington Road, Suite 100
 West Palm Beach, Florida, 33409
 Phone Number: 561-682-8835
 677089717815
 Attorney Code: 24110

2011-12358
 189737

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ASSIGNMENT OF DEED OF TRUST
 CALIFORNIA

21

This ASSIGNMENT OF DEED OF TRUST entered into as of the 16TH day of NOVEMBER, 2009, from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS), whose address 1901 E Voorhees Street, Suite C, Danville, IL 61834, its successors and assigns, ("Assignor) to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR THE REGISTERED HOLDERS OF MORGAN STANLEY ABS CAPITAL I INC. TRUST 2007-HE6 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-HE6, whose address is c/o Ocwen Loan Servicing, LLC, 1661 Worthington Road, Suite 100, West Palm Beach, Florida, 33409, (Assignee) its successors and assigns, all its rights, title and interest in and to a certain mortgage duly recorded in the Office of the County Recorder of RIVERSIDE County, State of CALIFORNIA, as follows;



Trustor: LUIS BRISENO

Trustee: First American Title Company, A California Company

Beneficiary: Golden Empire mortgage inc

Document Date: JANUARY 18, 2007

Amount: \$ 266,250.00

Date Recorded: 1-25-2007

Document/Instrument/Entry Number: 2007-003999

Property Address: 23179 MOUNTAIN AVENUE, AREA OF PERRIS, CA

Property more particularly described in the above referenced recorded Deed of Trust

2011-19358

This Assignment is made without recourse, representation or warranty.

DATED: JUNE 28, 2011 .

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
(MERS)

BY:

NAME: John Coaster
TITLE: Vice President

State of FLORIDA
County of PALM BEACH

On JUNE 28, 2011, before me, **Cory Messer**, personally John Coaster personally known to me 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 Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary -

Cory Messer



MIN: 100055507010079560

MERS Ph.#: (888) 679 - 6377

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

RECORDING REQUESTED BY:
Premium Title of California
AND WHEN RECORDED MAIL TO:
Western Progressive, LLC
2002 Summit Blvd, Suite 600
Atlanta, GA 30319

189737

TS No.: 2011-12358

557089717844

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBSTITUTION OF TRUSTEE

WHEREAS, LUIS BRISENO, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY was the original Trustor, FIRST AMERICAN TITLE COMPANY, A CALIFORNIA COMPANY was the original Trustee, and GOLDEN EMPIRE MORTGAGE INC., A CALIFORNIA CORPORATION, AS LENDER, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY was the original Beneficiary under that certain Deed of Trust dated 1/18/2007 and recorded on 1/25/2007 as Instrument No. 2007-0057991, in book —, page — and rerecorded on — as — of Official Records of Riverside County, California, and

WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and


WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in place and instead of said original Trustee, or Successor Trustee, thereunder, in the manner in said Deed of Trust provided,

NOW, THEREFORE, the undersigned hereby substitutes Western Progressive, LLC, 2002 Summit Blvd, Suite 600 Atlanta, GA 30319 as Trustee under said Deed of Trust.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Dated: 6/27/2011

DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee for the registered holders of MORGAN STANLEY ABS CAPITAL I INC. TRUST 2007-HE6 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-HE6, By Saxon Mortgage Services, Inc., its attorney in-fact



Jessica Kelly, Vice President

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged and sworn before me, James P. English this 27th day of June, 2011, by Jessica Kelly as a Vice President of Saxon Mortgage Services, Inc., who is personally known to me or who has produced _____ as identification.

My Commission Expires: 7/1/13



JAMES P. ENGLISH
Notary Public - State of Florida
My Comm. Expires 07/01/2013
Commission # 00 80935



Notary Public - State of Florida

**CALIFORNIA NOTARY/ILLEGIBLE NOTARY SEAL/ILLEGIBLE DOCUMENT
3-IN-ONE FORM**

STATE OF CALIFORNIA FLORIDA)BS
COUNTY OF PALM BEACH)BE

On 27TH June, 2011 before me, JAMES D ENGLISH NOTARY PUBLIC, personally appeared Jessica Kelly Vice President, 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 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 FLORIDA THAT THE FOREGOING IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE JAMES D ENGLISH

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the Notary Seal on the document to which this statement is attached to reads as follows:

NAME OF NOTARY: JAMES D ENGLISH
DATE COMMISSION EXPIRES: MAR 11, 2013
COUNTY WHERE BOND IS FILED: STATE OF FLORIDA
COMMISSION NUMBER: DD 889355
PLACE OF EXECUTION: RVSO DATE: 12-1-11
SIGNATURE: R Espinoza

I certify under penalty of perjury under the laws of the State of California that the illegible portions of this document to which this statement is attached reads as follows: ATTACHED FOR CLARITY

Jessica Kelley Vice President

PLACE OF EXECUTION RVSO DATE 12-1-11
SIGNATURE OF DECLARING R Espinoza

**AFFIDAVIT OF MAILING
FOR SUBSTITUTION OF TRUSTEE BY CODE**

TS No.: 2011-12358

Trustor: **LUIS BRISENO, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY**

I, Tunisha Jennings, Trustee Sale Assistant, declare: That I am an officer, agent or employee of Western Progressive, LLC whose business address is:

2002 Summit Blvd, Suite 600
Atlanta, GA 30319

I am over the age of eighteen years; On 11/29/2011, I caused by Certified and First Class mail, enclosed in a sealed envelope with postage fully prepaid, to be deposited in the United States Mail, a copy of the attached Substitution of Trustee to the trustee of record under the Deed of Trust described in said Substitution, and;

A copy of the attached Substitution has been mailed prior to the recording thereof, in the manner provided in Section 2924(b) of the Civil Code of the State of California to all persons to whom a copy of the Notice of Default would be required to be mailed by the provisions of said section.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 11/29/2011



Tunisha Jennings, Trustee Sale Assistant

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Western Progressive, LLC
2002 Summit Blvd, Suite 600
Atlanta, GA 30319
368634

DOC # 2012-0350869

07/26/2012 01:26 PM Fees: \$24.00

Page 1 of 3

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

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

Loan No.: 70897178

TS No.: 2012-20973

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$10,249.75 as of 7/25/2012, and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than three months after this notice of default is recorded) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Ocwen Loan Servicing, LLC DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee for the registered holders of MORGAN STANLEY ABS CAPITAL I INC. TRUST 2007-HE6 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-HE6, By Ocwen Loan Servicing, LLC, its attorney
in-fact

C/O Western Progressive, LLC
2002 Summit Blvd, Suite 600
Atlanta, GA 30319
Beneficiary Phone: 877-596-8580

Loan No.: 70897178

TS No. 2012-20973

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure. **Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.**

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

NOTICE IS HEREBY GIVEN: That **Western Progressive, LLC** is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated 1/18/2007, executed by **LUIS BRISENO, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY**, as Trustor, to secure certain obligations in favor of **GOLDEN EMPIRE MORTGAGE, INC., A CALIFORNIA CORPORATION, AS LENDER, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY**, recorded 1/25/2007, as Instrument No. 2007-0057991, in Book —, Page —, and rerecorded on — as — of Official Records in the Office of the Recorder of **Riverside County, California** describing land therein as: **As more particularly described on said Deed of Trust.**

The subject obligation includes **ONE NOTE(S) FOR THE ORIGINAL** sum of **\$266,250.00**. A breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of the following:

Installment of Principal and Interest plus impounds and/or advances which became due on 3/1/2012 plus late charges, and all subsequent installments of principal, interest, balloon payments, plus impounds and/or advances and late charges that become payable.

You are responsible to pay all payments and charges due under the terms and conditions of the loan documents which come due subsequent to the date of this notice, including, but not limited to, foreclosure trustee fees and costs, advances and late charges.

Furthermore, as a condition to bring your account in good standing, you must provide the undersigned with written proof that you are not in default on any senior encumbrance and provide proof of insurance.

Nothing in this notice of default should be construed as a waiver of any fees owing to the beneficiary under the deed of trust, pursuant to the terms and provisions of the loan documents.

That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said duly appointed Trustee, a written Declaration of Default and Demand for same, and has deposited with said duly appointed Trustee, such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

WE ARE ASSISTING THE BENEFICIARY TO COLLECT A DEBT AND ANY INFORMATION WE OBTAIN WILL BE USED FOR THE PURPOSE BY EITHER OURSELVES OR THE BENEFICIARY, WHETHER RECEIVED ORALLY OR IN WRITING. YOU MAY DISPUTE THE DEBT OR A PORTION THEREOF WITHIN THIRTY (30) DAYS. THEREAFTER WE WILL OBTAIN AND FORWARD TO YOU WRITTEN VERIFICATION THEREOF. SHOULD YOU NOT DO SO, THE DEBT WILL BE CONSIDERED VALID. IN ADDITION, YOU MAY REQUEST THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF DIFFERENT FROM THE CURRENT ONE.

Attempts to contact the borrower have been unsuccessful. No contact was made with the borrower despite the due diligence of beneficiary of their authorized agent's pursuant to California Civil Code 2923.5(g), including (a) mailing a first-class letter was sent to the borrower that included a toll-free contact number for the beneficiary as well as the toll-free telephone number for the United States Department of Housing and Urban Development (HUD) to find a HUD-certified housing counseling agency. In addition, at least three attempts were made to contact the borrower by telephone, followed-up by a certified letter, return receipt requested.

Dated: 7/25/2012

Western Progressive, LLC, as agent for
beneficiary



David Cotton, Authorized Agent

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

RECORDING REQUESTED BY:
Premium Title of California
AND WHEN RECORDED MAIL TO:
Western Progressive, LLC
2002 Summit Blvd, Suite 600
Atlanta, GA 30319

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TS No.: 2012-20973 557089717844

SUBSTITUTION OF TRUSTEE

WHEREAS, LUIS BRISENO, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY was the original Trustor, FIRST AMERICAN TITLE COMPANY, A CALIFORNIA CORPORATION was the original Trustee, and GOLDEN EMPIRE MORTGAGE, INC., A CALIFORNIA CORPORATION, AS LENDER, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY was the original Beneficiary under that certain Deed of Trust dated 1/18/2007 and recorded on 1/25/2007 as Instrument No. 2007-0057991, in book ---, page --- and rerecorded on --- as --- of Official Records of Riverside County, California, and

WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in place and instead of said original Trustee, or Successor Trustee, thereunder, in the manner in said Deed of Trust provided,

NOW, THEREFORE, the undersigned hereby substitutes Western Progressive, LLC, 2002 Summit Blvd, Suite 600 Atlanta, GA 30319 as Trustee under said Deed of Trust.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Dated: 8/20/12

DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee for the registered holders of MORGAN STANLEY ABS CAPITAL I INC. TRUST 2007-HE6 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-HE6, By Owen Loan Servicing, LLC, its attorney in-fact

Richard Work Contract Management Coordinator

STATE OF FLORIDA

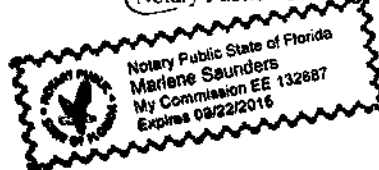
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged and sworn before me, Richard Work this 20 day of August, 2012, by Richard Work as a Contract Management Coordinator of Owen Loan Servicing, LLC, who is personally known to me or who has produced Richard Work as identification.

Marlene Saunders

Marlene Saunders
Notary Public - State of Florida

My Commission Expires: _____



15

Government Code 27361.7

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached document:

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged and sworn before me
Machene Saunders this 20 day of August, 2012 by
Richard Work as a Contract Management Coordinator of Ocwen Loan
Servicing, LLC, who is personally known to me or who has produced _____ as
identification.

Notary Public State of Florida

Place of Execution : SAN BERNARDINO

TCS, Inc. as agent


Signature

Date: 11/14/12

**AFFIDAVIT OF MAILING
FOR SUBSTITUTION OF TRUSTEE BY CODE**

TS No.: 2012-20973

Trustor: **LUIS BRISENO, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY**

I, Laterrika Thompkins, Trustee Sale Assistant, declare: That I am an officer, agent or employee of Western Progressive, LLC whose business address is:

2002 Summit Blvd, Suite 600
Atlanta, GA 30319

A copy of the attached Substitution has been mailed prior to the recording thereof, in the manner provided in Section 2924(b) of the Civil Code of the State of California to all persons to whom a copy of the Notice of Default would be required to be mailed by the provisions of said section.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 10/31/2012



Laterrika Thompkins, Trustee Sale Assistant

DOC # 2014-0095932
03/14/2014 12:51 PM Fees: \$28.00
Page 1 of 2
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

RECORDING REQUESTED BY
Western Progressive, LLC

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

AND WHEN RECORDED MAIL TO:
Western Progressive, LLC
2002 Summit Blvd, Suite 600
Atlanta, GA 30319

SPACE ABOVE THIS LINE FOR RECORDER'S USE

T.S. No.: 2012-20973 Loan No.: 70897178

NOTICE OF TRUSTEE'S SALE

PURSUANT TO CIVIL CODE § 2923.3(a), THE SUMMARY OF INFORMATION REFERRED TO BELOW IS NOT ATTACHED TO THE RECORDED COPY OF THIS DOCUMENT BUT ONLY TO THE COPIES PROVIDED TO THE TRUSTOR.

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED
注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO
TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP
LƯU Ý: KÈM THEO ĐẦY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 1/18/2007. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state will be held by the duly appointed trustee as shown below, of all right, title, and interest conveyed to and now held by the trustee in the hereinafter described property under and pursuant to a Deed of Trust described below. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

Trustor: **LUIS BRISENO, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY**
Duly Appointed Trustee: **Western Progressive, LLC**
Recorded 1/25/2007 as Instrument No. 2007-0057991 in book ---, page --- and rerecorded on --- as --- of Official Records in the office of the Recorder of Riverside County, California,

Date of Sale: 4/14/2014 at 9:30 AM

Place of Sale: THE BOTTOM OF THE STAIRWAY TO THE BUILDING LOCATED AT 849 W. SIXTH STREET,
CORONA CA

Estimated amount of unpaid balance and other charges: \$301,559.25

Note: Because the Beneficiary reserves the right to bid less than the total debt owed, it is possible that at the time of the sale the opening bid may be less than the total debt.

Street Address or other common designation of real property: 23179 MOUNTAIN AVENUE, AREA OF PERRIS,
CALIFORNIA 92570
A.P.N.: 342-170-005-0

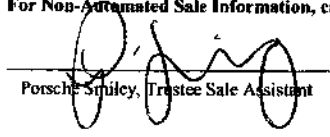
The undersigned Trustee disclaims any liability for any incorrectness of the street address or other common designation, if any, shown above. If no street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale.

NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on this property.

NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call (866)-960-8299 or visit this Internet Web site <http://altisource.com/resware/TrusteeServicesSearch.aspx> using the file number assigned to this case 2012-20973. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information. The best way to verify postponement information is to attend the scheduled sale

Date: 3/4/2014

Western Progressive, LLC, as Trustee
c/o 30 Corporate Park, Suite 450
Irvine, CA 92606
Automated Sale Information Line: (866) 960-8299
<http://altisource.com/resware/TrusteeServicesSearch.aspx>
For Non-Automated Sale Information, call: (866) 240-3530


Porsche Smiley, Trustee Sale Assistant

**THIS FIRM IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE**

When recorded please mail to:
Riverside County Code Enforcement Department
(District 5 Office)
24318 Hemlock Avenue, Suite C-1
Moreno Valley, CA 92557
Mail Stop No. 5002

DOC # 2011-0088944
02/28/2011 08:00A Fee:NC
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

NOTICE OF NONCOMPLIANCE

030
M
030

In the matter of the Property of)
Luis Briseno) Case No. CV10-07637

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 10 of Ordinance Number 725 of the County of Riverside, State of California, that proceedings have been commenced with respect to violations of Riverside County Ordinance No.457, (RCC Title 15.08.010) described as Construction without the required permits - Enclosed Mobile Home with attached Patio (x2). Such Proceedings are based upon the noncompliance of such real property, located at 23179 Mountain Avenue, Perris, CA, and more particularly described as Assessor's Parcel Number 342-170-005 and having a legal description of 1.16 ACRES M/L IN PAR 64 RS 014/073, Records of Riverside County, with the requirements of Ordinance No. 457 (RCC Title 15.08.010).

The owner has been advised to immediately correct the above-referenced violations to avoid further action by the County of Riverside which may include demolition, removal, razing, etc., to abate the public nuisance. Any costs incurred by the County, including, but not limited to investigative, administrative and abatement costs and attorneys' fees, may become a lien on the property. Further details regarding this notice may be obtained by addressing an inquiry to the Code Enforcement Department, 24318 Hemlock Avenue, Suite C-1, Moreno Valley, California, Attention Code Enforcement Officer Jennifer Morris.

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
CODE ENFORCEMENT DEPARTMENT

By Mary Overholt
Mary Overholt
Code Enforcement Department

ACKNOWLEDGMENT

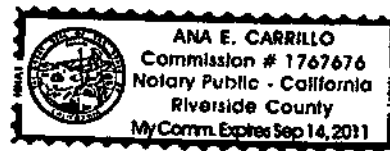
State of California)
County of Riverside)

On 02/14/11 before me, Ana E. Carrillo, Notary Public, personally appeared Mary Overholt, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she 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.

Ana E. Carrillo
Commission # 1767676 Comm. Expires Sep. 14, 2011



When recorded please mail to:
Riverside County Code Enforcement Department
(District 5 Office)
24318 Hemlock Avenue, Suite C-1, Moreno Valley, CA 92557
Mail Stop No. 5002

DOC # 2011-0317237
07/20/2011 10:40A Fee:NC
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry M. Ward
Assessor, County Clerk & Recorder



051
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051
8

NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS

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

Case No.: CV10-07637

Luis Briseno)

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: 23179 Mountain Avenue, Perris, CA 92570
PARCEL #: 342-170-005
LEGAL DESCRIPTION: 1.16 ACRES M/L IN PAR 64 RS 014/073

VIOLATIONS: Riverside County Ordinance No. 457, (RCC Title 15.08.010) described as construction without the required permit(s) - enclosed mobile home with patio (x2).

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

Dated: June 29, 2011

By: Mary Overholt
Mary Overholt, Code Enforcement Department

ACKNOWLEDGEMENT

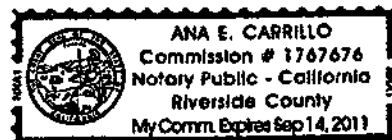
State of California)
County of Riverside)

On 06/29/11 before me, Ana E. Carrillo, Notary Public, personally appeared Mary Overholt 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.

Ana E. Carrillo
Commission # 1767676 Comm. Expires Sep. 14, 2011



When recorded please mail to:
 Riverside County Code Enforcement Department
 (District 1 Office)
 227 NORTH D STREET SUITE B PERRIS, CA. 92570
 Mail Stop No. # 5161

DOC # 2012-0197246
 05/01/2012 09:26A Fee:NC
 Page 1 of 1
 Recorded in Official Records
 County of Riverside
 Larry W. Mard
 Assessor, County Clerk & Recorder



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NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS

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

Case No.: CV10-07637

LUIS BRISENO)



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: 23179 MOUNTAIN AVE. PERRIS, CA. 92570
 PARCEL #: 342-170-005
 LEGAL DESCRIPTION: LOT/PARCEL: 64, SUBDIVISION NAME NOT AVAILABLE, T5SR4W SEC 1, RS 14/73

VIOLATIONS: ORD NO. 457 & 348 RCC CODE 15.48.010 & 17.16.010 - TWO NON-PERMITTED MOBILE HOMES & 2ND & 3RD NON-PERMITTED UNITS.

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

Dated: APRIL 12, 2012

By: *M. A. Christian*
 MARR CHRISTIAN, Code Enforcement Department

ACKNOWLEDGEMENT

State of California)
 County of Riverside)

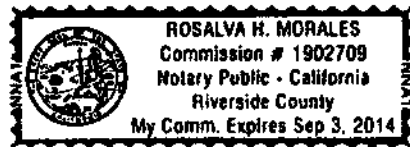
On 4.13.12 before me, Rosalva H. Morales, Notary Public, personally appeared MARR CHRISTIAN who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/his/their authorized 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.

Rosalva H. Morales

Commission # 1902709 Comm. Expires September 3, 2014



When recorded please mail to:
 Riverside County Code Enforcement Department
 (District 1 Office)
 227 NORTH D STREET SUITE B PERRIS, CA. 92570
 Mail Stop No. # 5161

DOC # 2013-0246365

05/23/2013 02:07P Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry U. Ward

Assessor, County Clerk & Recorder

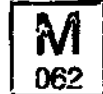


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NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS

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

Case No.: CV13-01982



ALBERTO SOTO / ANABEL HERNANDEZ)

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: 23179 MOUNTAIN AVE. PERRIS, CA. 92570

PARCEL #: 342-170-005

LEGAL DESCRIPTION: LOT/PARCEL: 64, SUBDIVISION NAME NOT AVAILABLE, T5SR4W SEC 1, RS 14/73

VIOLATIONS: ORD NO. 457 RCC CODE 15.08.010 - CONSTRUCTION WITHOUT PERMIT MOBILE HOMES X 2

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

By: MARR CHRISTIAN
 MARR CHRISTIAN, Code Enforcement Department

Dated: MAY 9, 2013

ACKNOWLEDGEMENT

State of California)
 County of Riverside)

On May 9 2013, before me, Rosalva H. Morales, Notary Public, personally appeared MARR CHRISTIAN 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.

Rosalva H. Morales
 Commission # 1902709 Comm. Expires September 3, 2014



RECORDING REQUESTED BY:
County of Riverside
Code Enforcement Department

AND WHEN RECORDED MAIL TO:
County of Riverside
Code Enforcement Department
227 North D Street Suite B
Perris, California 92570
Mail Stop#5004

DOC # 2013-0544368

11/18/2013 02:15P Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry M. Ward

Assessor, County Clerk & Recorder



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NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS

In the matter of the public or other code violation(s) on the property of:
MARIE TORRES / BRENDA SMITH)
and DOES I through X, Owners)

Case #: CV-1301367

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: 23179 MOUNTAIN AVE, PERRIS CA, 92570
PARCEL #: 342-170-005
LEGAL DESCRIPTION: 1.16 acres in LOT 64 of , recorded in RS 14 page 73



VIOLATION(S): Riverside County Code (Ordinance) 8.120.010 (Ord. 541) ,17.12.040 (Ord. 348) ,17.172.020.A.1 (Ord. 348) that such proceedings are based upon the noncompliance of such structure or land with the requirements of Riverside County Codes (Ordinances) listed above; 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 Sections 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.

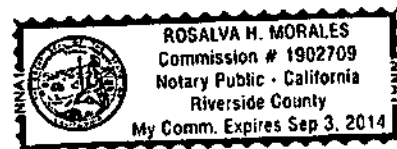
COUNTY OF RIVERSIDE CODE ENFORCEMENT DEPARTMENT
By: [Signature]
Marr Christian, Code Enforcement Department

ACKNOWLEDGEMENT

State of California)
County of Riverside)SS
On 11-7-13 before me, Rosalva H. Morales, Notary Public, personally appeared Marr Christian 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 #:1902709 Expires: Sep 3, 2014

Signature: [Signature] (Seal)



RECORDING REQUESTED BY:

Riverside County Department of Child Support Services
JOHN REPLOGLE, Director

AND WHEN RECORDED MAIL TO:

Riverside County Department of Child Support Services
JOHN REPLOGLE, Director
2041 IOWA AVENUE
RIVERSIDE , CA 92507

DOC # 2004-0365669

05/17/2004 08:00A Fee:NC

Page 1 of 2

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



06-065

THIS SPACE FOR RECORDER'S USE ONLY

TITLE(S)

ABSTRACT OF SUPPORT JUDGMENT

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address): <input checked="" type="checkbox"/> Recording requested by and return to: Riverside County Department of Child Support Services JOHN REPLOGLE, Director 2041 IOWA AVENUE RIVERSIDE , CA 92507		TELEPHONE NO.: (909) 955. 4100	FOR RECORDER'S USE ONLY
<input type="checkbox"/> ATTORNEY FOR <input type="checkbox"/> JUDGMENT CREDITOR <input type="checkbox"/> ASSIGNEE OF RECORD <input checked="" type="checkbox"/> PURSUANT TO FAMILY CODE 17400, 17406		EXEMPT FROM RECORDING FEE 27383 & 6103.9 GOVT. CODE	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE STREET ADDRESS: 4175 MAIN ST MAILING ADDRESS: PO BOX 431 CITY AND ZIP CODE: RIVERSIDE , CA 92501-0431 BRANCH NAME: FAMILY LAW ANNEX			
PETITIONER/PLAINTIFF: COUNTY OF RIVERSIDE		CASE NUMBER: 491291DC9	
RESPONDENT/DEFENDANT: MARIA TORRES			
Claimant/Other Parent: SANTIAGO BECERRA			

Driver's license No. and state: C0513126 CA

Social Security number: 609 - 33 - 8782

Birth date: 05/15/51

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

JLIEN - COVER

703

RDCSS C# 000491291

(N/08-02-2001)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address):
 Recording requested by and return to:
Riverside County Department of Child Support Services
JOHN REPLOGLE, Director
2041 IOWA AVENUE
RIVERSIDE, CA 92507

TELEPHONE NO.:
 (909) 955-4100

FOR RECORDER'S USE ONLY

EXEMPT FROM RECORDING
FEE 27383 & 6103.9 GOVT. CODE

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD PURSUANT TO FAMILY CODE 17400, 17406

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
 STREET ADDRESS: 4175 MAIN ST
 MAILING ADDRESS: PO BOX 431
 CITY AND ZIP CODE: RIVERSIDE, CA 92501-0431
 BRANCH NAME: FAMILY LAW ANNEX

PETITIONER/PLAINTIFF: COUNTY OF RIVERSIDE

RESPONDENT/ DEFENDANT: MARIA TORRES

Claimant/Other Parent: SANTIAGO DECERRA

ABSTRACT OF SUPPORT JUDGMENT

CASE NUMBER: 491291DCS

FOR COURT USE ONLY

1. The judgment creditor assignee of record applies for an abstract of a support judgment and represents the following:

a. Judgment debtor's Name and last known address

MARIA TORRES

21954 RAMONA AVE
 NUEVO, CA 92567

b. Driver license No. and state: C0513126 CA Unknown
 c. Social security number: 609 - 33 - 8782 Unknown
 d. Birth date: 05/15/51 Unknown

Date: 03/31/04
JAFVOLAUN COMMINEY
 (TYPE OR PRINT NAME)

Jafvolaun Comminey
 (SIGNATURE OF APPLICANT OR ATTORNEY)

2. I CERTIFY that the judgment entered in this action contains an order for payment of spousal, family, or child support.

3. Judgment creditor (name): COUNTY OF RIVERSIDE

whose address appears on this form above the court's name.

4. The support is ordered to be paid to the following county office (name and address):

RIVERSIDE COUNTY
DEPARTMENT OF CHILD SUPPORT SERVICES
P. O. BOX 19990
RIVERSIDE, CA 92502

5. Judgment debtor (full name as it appears in judgment):
MARIA TORRES

6. a. A judgment was entered on (date): 03/25/04
 b. Renewal was entered on (date):
 c. Renewal was entered on (date):

7. An execution lien is endorsed on the judgment as follows:
 a. Amount: \$
 b. In favor of (name and address):



This abstract issued on
 (date): 4-15-04

8. A stay of enforcement has
 a. not been ordered by the court.
 b. been ordered by the court effective until (date):

9. This is an installment judgment.

I. MCELVEA
 Clerk, by *I. McElvea* Deputy



EJ-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and address): TEL NO.:
 Recording requested by and return to: 866.477.8222
 VIJAY S. DESAI (SBN 217544)
 LAW OFFICE OF CURTIS O BARNES
 ROBERT T BARNES (SBN 228442)
 390 WEST CERRITOS AVENUE
 ANAHEIM, CA 92805

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
 STREET ADDRESS: 41002 COUNTY CENTER DRIVE
 MAILING ADDRESS:
 CITY AND ZIP CODE: TEMECULA, CA 92591
 BRANCH NAME: TEMECULA COURT

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PLAINTIFF: CACV OF COLORADO, LLC
 DEFENDANT: MARIA TORRES

ORIGINAL

M
LC

16)

ABSTRACT OF JUDGMENT Amended

CASE NUMBER:
TEC059387

FOR COURT USE ONLY

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's Name and last known address

MARIA TORRES
27945 ADAMS AVE.
ROMOLAND, CA 92585

NOTIFICATION MAILED
USA POSTAL SERVICE

b. Driver's license No. and state: Unknown
c. Social security No.: 625-20-8499 Unknown
d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):

MARIA TORRES
27945 ADAMS AVE.; ROMOLAND, CA 92585

e. Original abstract recorded in this county: (1) Date: (2) Instrument No.:
f. Information on additional judgment debtors is shown on page two.

Date: 4/20/2004

VIJAY S DESAI (SBN 217544)
(TYPE OR PRINT NAME)

Vijay Desai
(SIGNATURE OF APPLICANT OR ATTORNEY)

2. a. I certify that the following is a true and correct abstract of the judgment entered in this action.

b. A certified copy of the judgment is attached.

3. Judgment creditor (name and address):
CACV OF COLORADO, LLC c/o Law Office of Curtis O Barnes; 390 W. Cerritos Ave.; Anaheim, CA 92805

4. Judgment debtor (full name as it appears in judgment):
MARIA TORRES

6. Total amount of judgment as entered or last renewed:
\$ 9,415.25

7. An execution lien attachment lien is endorsed on the judgment as follows:

a. Amount: \$
b. In favor of (name and address):

5. a. Judgment entered on (date): 02/26/2004

b. Renewal entered on (date):

This abstract issued on (date):

MAY 05 2004

8. A stay of enforcement has
a. not been ordered by the court.

b. been ordered by the court effective until (date):

9. This judgment is an installment judgment.

Clerk, by *[Signature]*, Deputy



PLAINTIFF: CACV OF COLORADO, LLC	CASE NUMBER:
DEFENDANT: MARIA TORRES	TEC059387

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS

10. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

14. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

11. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

15. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

12. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

16. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

13. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

17. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

18. Continued on Attachment 18.



2004-0454035
 08/14/2004 08:00A
 2 of 2



EJ-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and address):
 Reasoning requested by and return to:
 Court Services Of America, LLC
 1201 University Ave. # 106
 Riverside, Ca 92507

TEL NO.:

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF **Riverside**
 STREET ADDRESS: **505 S. Buena Vista Ave.**
 MAILING ADDRESS: **Same**
 CITY AND ZIP CODE: **Corona, Ca 91720**
 BRANCH NAME: **Corona Branch**

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PLAINTIFF: **Kristy Hill and Mark Green**
 DEFENDANT: **Maria Torres**

16
 C

ABSTRACT OF JUDGMENT Amended

CASE NUMBER:
COS071396

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:
 a. Judgment debtor's
 Name and last known address
 Maria Torres
 3701 Filmore St. Space 1
 Riverside, Ca 92505

b. Driver's license No. and state: Unknown
 c. Social security No.: **548-54-7382** Unknown
 d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):
 e. Original abstract recorded in this county:
 (1) Date:
 (2) Instrument No.:

FOR COURT USE ONLY

**NOTIFICATION MAILED
 USA POSTAL SERVICE**

Date: **May 14, 2004**
Tina Nolte
 (TYPE OR PRINT NAME)

f. Information on additional judgment debtors is shown on page two.
Tina Nolte
 (SIGNATURE OF APPLICANT OR ATTORNEY)

2. a. I certify that the following is a true and correct abstract of the judgment entered in this action.
 b. A certified copy of the judgment is attached.
 3. Judgment creditor (name and address):
Court Services Of America, LLC, PMB 311
1201 University Ave. # 106, Riverside, Ca 92507
 4. Judgment debtor (full name as it appears in judgment):
Maria Torres

6. Total amount of judgment as entered or last renewed:
\$ 1,753.40
 7. An execution lien attachment lien is endorsed on the judgment as follows:
 a. Amount: \$
 b. In favor of (name and address):



5. a. Judgment entered on (date): **5/5/2003**
 b. Renewal entered on (date):
 This abstract issued on (date):
MAY 25 2004

8. A stay of enforcement has
 a. not been ordered by the court.
 b. been ordered by the court effective until (date):
 9. This judgment is an installment judgment.
 Clerk, by **[Signature]**, Deputy

PLAINTIFF: Kristy Hill and Mark Green	CASE NUMBER: COS071396
DEFENDANT: Maria Torres	

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS

10. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

14. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

11. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

15. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

12. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

16. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

13. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

17. Name and last known address

Driver's license No. & state: Unknown
 Social security No.: Unknown
 Summons was personally served at or mailed to (address):

18. Continued on Attachment 18.

Recording Requested by

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section
PO BOX 2952
Sacramento CA 95812-2952

DOC # 2004-0656614

08/19/2004 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



NOTICE OF STATE TAX LIEN

M
EB

905

FILED WITH: RIVERSIDE

CERTIFICATE NUMBER: 04212372090

The Franchise Tax Board of the State of California hereby certifies that the following named taxpayer(s) is liable under parts 10 or 11 of Division 2 of the Revenue and Taxation Code to the State of California for amount due and required to be paid by said taxpayer as follows:

Name of Taxpayer(s) : LUZ M ROMAN

AKA: TORRES, MARIA DE LA LUZ*

FTB Account Number : 601408921

Social Security Number(s) : 601-40-8921

Last Known Address : 187 N JORDAN AVE
: SAN JACINTO CA 92583-2711

For Taxable Years : 2001

TAX	PENALTY	INTEREST	COLLECTION FEES	PAYMENTS	ADJUSTMENTS	* TOTAL
5867.00	1466.75	1000.71	123.00	0	0	8457.46

Further interest and fees will accrue at the rate prescribed by law until paid; that the Franchise Tax Board of the State of California complied with all of the provisions of parts 10 or 11 of Division 2 of the Revenue and Taxation Code of the State of California in computing, levying, determining and assessing the tax; the said amounts are due and payable and have not been paid. Said lien attaches to all property and rights to such property now owned or later acquired by the taxpayer.

IN WITNESS WHEREOF, the Franchise Tax Board of the State of California has duly authorized the undersigned to execute this Notice in its name.

DATED: 07/30/04

FRANCHISE TAX BOARD
of the State of California

Collection Bureau
Telephone Number: (916) 845-4350

By:

*Additional interest is accruing at the rate prescribed by law.

Authorized facsimile signature.

FTB 2930 V1 M ARCS (REV 04-2004)

PAUL McDONNELL
TAX COLLECTOR
County Administrative Center
4080 Lemon St. - 4th Floor
Riverside, California

Mailing Address
P.O. Box 12005
Riverside, CA 92502-2205

DOC # 2004-0721751

09/10/2004 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



(Space above this line for Recorder's use)

CERTIFICATE OF LIEN

(Filed for Record Pursuant to Section 2191.3 et seq., Revenue and Taxation Code)

AC
Q



STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) SS

NO. 0122277

I, Paul McDonnell, Tax Collector of the County of Riverside, State of California, do hereby certify that there is on record in my office unpaid delinquent unsecured property taxes, which were duly assessed, computed and levied for the fiscal year 1994, in compliance with the provisions of Division 1, Part 5, of the Revenue and Taxation Code, in the amounts stated herein, together with penalties levied pursuant to sections 2921.5 and 2922 of the Revenue and Taxation Code.

The person(s) shown below is (are) liable to said County for the unpaid amounts set forth below plus any other penalties and charges which may accrue pursuant to law.

NAME AND ADDRESS	TAX RATE AREA	ASSESSMENT NUMBER	TAX	PENALTY
TORRES MARTIMIANO TORRES MARIA D SALAZAR JOSE GUADALUPE SALAZAR MARIA I 1756 UNIVERSITY AVE RIVERSIDE, CA 92507	009-063	000000597-3	\$917.20	\$91.72

From and after the time of filing this certificate of lien for record, the total amount required to be paid by the person or persons named constitutes a lien upon all personal property and real property now owned by said person or persons, or that may subsequently be acquired by them before the date on which this lien expires.

This lien has the force, effect and priority of a judgement lien for ten (10) years from the time of the recording of this instrument, unless sooner released or otherwise discharged.

This "CERTIFICATE OF LIEN" is herewith filed for record for the express purpose of extending that certain lien obtained under the original certificate recorded on the 27 day of 09, 1994, Document #369437 of Official Records of RIVERSIDE County, California.

Dated this 01 day of 09, 2004.

PAUL McDONNELL, Tax Collector

By *Corrie Cordova*, Deputy

Recorded without acknowledgement pursuant to the provisions of Section 27282 of the Government Code.

TC 119 (11/98)

Recording Requested by

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section
PO BOX 2952
Sacramento CA 95812-2952

DOC # 2005-0038326

01/13/2005 08:00A Fee:NC

Page 1 of 1

Recorded in Official Records
County of Riverside

Assessor, County Clerk & Recorder



NOTICE OF STATE TAX LIEN

M
CM

CM
Ø

FILED WITH: RIVERSIDE

Certificate Number : 04365384404
Extend Certificate Number : 95095003891
Document No./ Book & Page : 116869
Recorded : 04/14/1995

The Franchise Tax Board of the State of California hereby certifies that the following named taxpayer(s) is liable under parts 10 or 11 of Division 2 of the Revenue and Taxation Code to the State of California for amount due and required to be paid by said taxpayer as follows:

Name of Taxpayer(s) : VICTOR P TORRES
: MARY TORRES

FTB Account Number : 550786257

Social Security Number(s) : 550-78-6257 551-74-2918

Last Known Address : 10911 FINCHLEY AVE
: RIVERSIDE CA 92505-2940

For Taxable Years : 1990,1988

Total Lien Amount : 11957.11

Further interest and fees will accrue at the rate prescribed by law until paid; that the Franchise Tax Board of the State of California complied with all of the provisions of parts 10 or 11 of Division 2 of the Revenue and Taxation Code of the State of California in computing, levying, determining and assessing the tax; the said amounts are due and payable and have not been paid. Said lien attaches to all property and rights to such property now owned or later acquired by the taxpayer.

IN WITNESS WHEREOF, the Franchise Tax Board of the State of California has duly authorized the undersigned to execute this Notice in its name.

DATED: 12/30/04

FRANCHISE TAX BOARD
of the State of California

Collection Bureau
Telephone Number: (916) 845-4350

By:

*Additional interest is accruing at the rate prescribed by law.

Authorized facsimile signature.

FTB 2930 V4 M ARCS (REV 03-2004)

EJ-001

ORIGIN

DOC # 2006-0055010
01/24/2006 08:00A Fee: 15.00
Page 1 of 2
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and address): TEL NO.
 Recording requested by and return to: 866.477.8222
 VIJAY S DESAI (SBN 217544)
 LAW OFFICE OF CURTIS O BARNES
 ROBERT T BARNES (SBN 228442)
 390 WEST CERRITOS AVENUE
 ANAHEIM, CALIFORNIA 92805

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
 STREET ADDRESS: 46200 OASIS ST.
 MAILING ADDRESS:
 CITY AND ZIP CODE: INDIO, CA 92201
 BRANCH NAME: INDIO COURT

PLAINTIFF: CALFIN HOLDINGS, LLC
 DEFENDANT: MARIA TORRES

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15

ABSTRACT OF JUDGMENT Amended

CASE NUMBER:
INC053784

FOR COURT USE ONLY

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:
- a. Judgment debtor's
 Name and last known address
 MARIA TORRES
 83647 BISMARCK CT
 INDIO, CA 92201
- b. Driver's license No. and state: Unknown
- c. Social security No.: 573-79-4957 Unknown
- d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): MARIA TORRES
 78802 HIGHWAY 111
 LA QUINTA, CA 92046
- e. Original abstract recorded in this county:
 (1) Date:
 (2) Instrument No.:

- f. Information on additional judgment debtors is shown on page two.

[Handwritten Signature]
 SIGNATURE OF APPLICANT OR ATTORNEY

Date: 12/05/05
 VIJAY S DESAI (SBN 217544)
 (TYPE OR PRINT NAME)

2. a. I certify that the following is a true and correct abstract of the judgment entered in this action.
 b. A certified copy of the judgment is attached.
3. Judgment creditor (name and address):
 CALFIN HOLDINGS, LLC C/O LAW OFFICE OF CURTIS O BARNES 390 W. CERRITOS AVE. ANAHEIM, CA 92805
4. Judgment debtor (full name as it appears in judgment):
 MARIA TORRES

6. Total amount of judgment as entered or last renewed:
 \$ 6,588.91
7. An execution lien attachment lien is endorsed on the judgment as follows:
 a. Amount: \$
 b. In favor of (name and address):



5. a. Judgment entered on (date): 11/23/05
 b. Renewal entered on (date):

This abstract issued on (date):
 DEC 29 2005

8. A stay of enforcement has
 a. not been ordered by the court.
 b. been ordered by the court effective until (date):
9. This judgment is an installment judgment.
- Clerk, by *[Handwritten Signature]*, Deputy

Form Adopted for Mandatory Use
 Judicial Council of California
 EJ-001 (Rev. January 1, 2003)

ABSTRACT OF JUDGMENT (CIVIL)

Legal Solutions & Plus

Page 1 of 2
 Code of Civil Procedure, §§ 488.480, 674, 700.190

PLAINTIFF: CALFIN HOLDINGS, LLC	CASE NUMBER:
DEFENDANT: MARIA TORRES	INC053784

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS

<p>10. Name and last known address</p> <p>_____</p> <p>Driver's license No. & state: <input type="checkbox"/> Unknown</p> <p>Social security No.: <input type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (address): _____</p>	<p>14. Name and last known address</p> <p>_____</p> <p>Driver's license No. & state: <input type="checkbox"/> Unknown</p> <p>Social security No.: <input type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (address): _____</p>
<p>11. Name and last known address</p> <p>_____</p> <p>Driver's license No. & state: <input type="checkbox"/> Unknown</p> <p>Social security No.: <input type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (address): _____</p>	<p>15. Name and last known address</p> <p>_____</p> <p>Driver's license No. & state: <input type="checkbox"/> Unknown</p> <p>Social security No.: <input type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (address): _____</p>
<p>12. Name and last known address</p> <p>_____</p> <p>Driver's license No. & state: <input type="checkbox"/> Unknown</p> <p>Social security No.: <input type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (address): _____</p>	<p>16. Name and last known address</p> <p>_____</p> <p>Driver's license No. & state: <input type="checkbox"/> Unknown</p> <p>Social security No.: <input type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (address): _____</p>
<p>13. Name and last known address</p> <p>_____</p> <p>Driver's license No. & state: <input type="checkbox"/> Unknown</p> <p>Social security No.: <input type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (address): _____</p>	<p>17. Name and last known address</p> <p>_____</p> <p>Driver's license No. & state: <input type="checkbox"/> Unknown</p> <p>Social security No.: <input type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (address): _____</p>

18. Continued on Attachment 18.

EJ-001 (Rev. January 1, 2003)

**ABSTRACT OF JUDGMENT
(CIVIL)**

DOC # 2006-0344077

05/11/2006 08:00A Fee:23.00

Page 1 of 3

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



RECORDING REQUESTED BY AND MAIL TO:
(Name and mailing address, including city, state,
and ZIP code, of requesting party)

TODD F. HAINES, ESQ. 144429
LAW OFFICES OF TODD F. HAINES
30495 CANWOOD STREET
SUITE 100
AGOURA HILLS, CA 91301

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DOCUMENT TITLE

24



- ABSTRACT OF JUDGMENT
- ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT
- OTHER (specify): _____

193-1042

EJ-001

MAY 01 2006

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, state Bar number, and telephone number).
 Recording requested by and return to:
 TODD F. HAINES, ESQ. SBN 144429
 DAVID A. LEEDS, ESQ. SBN 199603
 LAW OFFICES OF TODD F. HAINES
 30495 CANWOOD STREET, SUITE 100
 AGOURA HILLS, CA 91301 193-1042
 818-597-2240

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
 STREET ADDRESS: 46200 OASIS ST
 MAILING ADDRESS: SAME
 CITY AND ZIP CODE: INDIO, CA 92201-5961
 BRANCH NAME: INDIO COURT

FOR RECORDER'S USE ONLY

PLAINTIFF: WAWANESA INSURANCE COMPANY, A CORPORATION
 DEFENDANT: MARIE TORRES, AN INDIVIDUAL, FORMERLY KNOWN AS CRYSTAL DARLENE RODRIGUEZ; ARTURO FIGUEROA, AN INDIVIDUAL

CASE NUMBER:
 INC050634

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS Amended

FOR COURT USE ONLY

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's
 Name and last known address
 MARIE TORRES, AN INDIVIDUAL, FORMERLY KNOWN AS CRYSTAL DARLENE RODRIGUEZ
 32305 Aurora Vista
 Cathedral City, CA 92234

b. Driver's license No. and state: D3504728, CA Unknown

c. Social security No.: Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):
 MARIE TORRES, AN INDIVIDUAL, FORMERLY KNOWN AS CRYSTAL DARLENE RODRIGUEZ
 32305 Aurora Vista, Cathedral City, CA 92234

2. Information on additional judgment debtors is shown on page 2.

3. Judgment creditor (name and address):
 WAWANESA INSURANCE COMPANY, a corporation, c/o Law Offices of Todd F. Haines, 30495 Canwood Street, #100 Agoura Hills, CA 91301

Date: April 21, 2006
 TODD F. HAINES

4. Information on additional judgment creditors is shown on page 2.

5. Original abstract recorded in this county:

a. Date: _____

b. Instrument No.: _____

(SIGNATURE OF APPLICANT OR ATTORNEY)

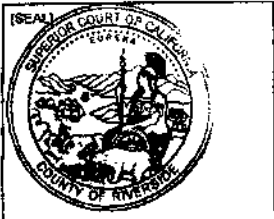
6. Total amount of judgment as entered or last renewed:
 \$ 8,561.70

7. All judgment creditors and debtors are listed on this abstract.

8. a. Judgment entered on (date): March 10, 2006
 b. Renewal entered on (date): _____

9. This judgment is an installment judgment.

10. An execution lien attachment lien is endorsed on the judgment as follows:
 a. Amount: \$ _____
 b. In favor of (name and address): _____



This abstract issued on (date):
 APR 27 2006

11. A stay of enforcement has
 a. not been ordered by the court.
 b. been ordered by the court effective until (date): _____

12. a. I certify that this is a true and correct abstract of the judgment entered in this action.
 b. A certified copy of the judgment is attached.

Clerk, by _____, Deputy

Form Adopted for Mandatory Use
 Judicial Council of California
 EJ-001 (Rev. January 1, 2006)

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS

Legal Solutions & Plus

Page 1 of 2
 Code of Civil Procedure, §§ 468.460, 674, 700.190

PLAINTIFF: WAWANESA INSURANCE COMPANY, A CORPORATION	CASE NUMBER:
DEFENDANT: MARIE TORRES, AN INDIVIDUAL, FORMERLY KNOWN AS CRYSTAL DARLENE RODRIGUEZ; ARTURO FIGUEROA, AN INDIVIDUAL	INC050634

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (name and address):
14. Judgment creditor (name and address):

15. Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

<p>16. Name and last known address</p> <p>ARTURO FIGUEROA, AN INDIVIDUAL 28361 Avenida La Vista Cathedral City, CA 92234</p> <p>Driver's license No. & state: <input checked="" type="checkbox"/> Unknown Social security No.: <input checked="" type="checkbox"/> Unknown Summons was personally served at or mailed to (address): ARTURO FIGUEROA, AN INDIVIDUAL 28361 Avenida La Vista Cathedral City, CA 92234</p>	<p>17. Name and last known address</p> <p>Driver's license No. & state: <input type="checkbox"/> Unknown Social security No.: <input type="checkbox"/> Unknown Summons was personally served at or mailed to (address):</p>
--	---

<p>18. Name and last known address</p> <p>Driver's license No. & state: <input type="checkbox"/> Unknown Social security No.: <input type="checkbox"/> Unknown Summons was personally served at or mailed to (address):</p>	<p>19. Name and last known address</p> <p>Driver's license No. & state: <input type="checkbox"/> Unknown Social security No.: <input type="checkbox"/> Unknown Summons was personally served at or mailed to (address):</p>
---	---

<p>20. Name and last known address</p> <p>Driver's license No. & state: <input type="checkbox"/> Unknown Social security No.: <input type="checkbox"/> Unknown Summons was personally served at or mailed to (address):</p>	<p>21. Name and last known address</p> <p>Driver's license No. & state: <input type="checkbox"/> Unknown Social security No.: <input type="checkbox"/> Unknown Summons was personally served at or mailed to (address):</p>
---	---

22. Continued on Attachment 22.

THIS IS TO INFORM YOU THAT A TAX LIEN HAS BEEN FILED WITH RESPECT TO UNSECURED PROPERTY

When recorded, mail to:

MARIA TORRES
179 N SAN GORGONIO AVE
BANNING CA 92220

Doc # 2006-0821911
11/07/2006 08:00A Fee: NC
Page 1 of 1

Recorded in Official Records

County of Riverside

== Larry W Ward ==

Assessor, County Clerk and Recorder

This document was electronically prepared and recorded by the County of Riverside

CERTIFICATE OF LIEN

(Recorded pursuant to Revenue and Taxation Code Section 2191.3 et seq. and without acknowledgement pursuant to Government Code Section 27282)

STATE OF CALIFORNIA | SS
COUNTY OF RIVERSIDE

No. 0312263

I, Paul McDonnell, Tax Collector of the County of Riverside, State of California, hereby certify that there are, on record in my office, unpaid taxes which were duly assessed, computed and levied for the fiscal year shown below pursuant to Section 2151 et seq. of the Revenue and Taxation Code.

The person(s) shown below is (are) liable to said County for the unpaid amounts set forth below plus any other penalties and charges which may accrue pursuant to law.

NAME AND ADDRESS

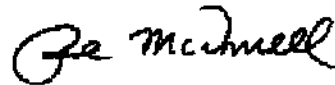
TORRES MARIA
179 N SAN GORGONIO AVE
BANNING CA 92220

Fiscal Year	Tax Rate Area	Assessment Number	Tax	Penalty	Cost	Recording Fee
2006-2007	001-002	000221587-7	\$1,574.18	\$157.41	\$0.00	\$11.00

Upon recordation of this certificate of lien, the total amount required to be paid constitutes a lien upon all personal property and real property now owned or subsequently acquired by the person(s) named herein before the date on which this lien expires.

This lien has the force, effect and priority of judgement lien for ten years from the recording of this instrument, unless sooner released or otherwise discharged.

Executed on 11/01/2006



Paul McDonnell, Tax Collector