

525a



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

FORM APPROVED COUNTY COUNSEL
11/3/14
DATE
BY: GREGORY P. PRIAMOS

FROM: Don Kent, Treasurer/Tax Collector

SUBMITTAL DATE:
NOV 03 2014

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 182, Item 70. Last assessed to: Rodney Fetter. District 5/3 [\$5,899] Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:
1. Approve the claim from Rose Marie Manthy aka Rosemarie B. Fetter, Trustee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 341180016-4;
(continued on page two)

BACKGROUND:

Summary

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

(continued on page two)

Don Kent
Treasurer-Tax Collector

Departmental Concurrence

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 5,899	\$ 0	\$ 5,899	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

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

C.E.O. RECOMMENDATION: APPROVE
BY:
Samuel Wong
County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: December 9, 2014
xc: Treasurer, Auditor

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

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

Prev. Agn. Ref.: District: 5/3 Agenda Number:

9-10

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

FORM 11: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 182, Item 70. Last assessed to: Rodney Fetter. District 5/3 [\$5,899] Fund 65595 Excess Proceeds from Tax Sale.

DATE: NOV 03 2014

PAGE: Page 2 of 2

RECOMMENDED MOTION:

2. Authorize and direct the Auditor-Controller to issue a warrant to Rose Marie Manthy aka Rosemarie B. Fetter, Trustee in the amount of \$5,899.20 no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

BACKGROUND:

Summary (continued)

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

1. Claim from Rose Marie Manthy aka Rosemarie B. Fetter, Trustee based on a Short Form Deed of Trust and Assignment of Rents recorded June 4, 2004 as Instrument No. 2004-0428139, the Declaration of the Fetter Family Trust dated April 24, 1988, and the death certificate for John Franklin Fetter Jr.

Pursuant to Section 4675 (a) & (e) of the California Revenue and Taxation Code, it is the recommendation of this office that Rose Marie Manthy aka Rosemarie B. Fetter, Trustee be awarded excess proceeds in the amount of \$5,899.20. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion.

Impact on Citizens and Businesses

Excess proceeds are being released to the beneficiary on the deed of trust.

ATTACHMENTS (if needed, in this order):

A copy of the Excess Proceeds Claim form and supporting documentation are attached.

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

To: Don Kent, Treasurer and Tax Collector

Re: Claim for Excess Proceeds

TC 182 Item 70 Assessment No.: 341180016-4

Assessee: FETTER, RODNEY — Rose Marie Manthy

Situs:

Date Sold: March 16, 2009

Date Deed to Purchaser Recorded: May 5, 2009

Final Date to Submit Claim: May 5, 2010

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

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

I took this land over in March. The individual who purchased it said it was done on April 15. Please send balance owed to me.
Rose Marie Manthy 31308 Empress Dr Canyon Lake, Ca 92587
(Fetter) 951-244-9473

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

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

Executed this 13 day of August, 2009 at Riverside, Ca
County, State

Rose Marie Manthy (Fetter)
Signature of Claimant

Rose Marie Manthy (Fetter)
Print Name

31308 Empress Dr
Street Address

Canyon Lake, Ca 92587
City, State, Zip

951-244-9473
Phone Number

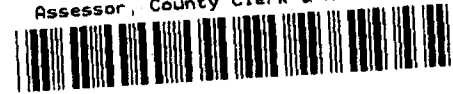
RECORDED
2009 AUG 11 11:26

Recording Requested by :
Fidelity National Title
Inland Empire

When Recorded Mail to:
John Fetter and Rosemarie Fetter
✓ P O Box 402
Cedar Glen CA 92321
33055560-09

DOC # 2004-0428139 ✓
06/04/2004 08:00A Fee:31.00

Page 1 of 6
Recorded in Official Records
County of Riverside
Gary L. Orso
Assessor, County Clerk & Recorder



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✓	2		6		1				
									TV
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

31

Short Form Deed of Trust and Assignment of Rents ✓



Short form Deed of Trust and Assignment of rents is being rerecorded to correct an error of omission. The Beneficiary names are being added to the Request for Full Reconveyance



RECORDING REQUESTED BY:
FIDELITY NATIONAL TITLE COMPANY
AND WHEN RECORDED MAIL TO:

JOHN FETTER
ROSEMARIE FETTER
P. O. BOX 402
CEDAR GLEN, CA 92321

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.	
✓	2		5		1					
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A	R	L				COPY	LONG	REFUND	NCHG	EXAM

A.P.N.: 341-180-016-4/341-180-017-5 TRA #: Order No.: 33055560

Escrow No.: 4533-SW

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

T
JB

THIS DEED OF TRUST, made this Second day of August, 2002, between

TRUSTOR: RODNEY FETTER, (Vesting to be Determined prior to Close of Escrow)

whose address is P.O. BOX 402, CEDAR COLEN, CA 92321, and

TRUSTEE: La Rue Escrow, Inc., a California Corporation, and

BENEFICIARY: ~~LENNART J. STEHER and TERIL STEHER, Husband and Wife as Joint Tenants~~

JOHN FETTER AND ROSEMARIE B. FETTER TRUSTEES OF THE FETTER FAMILY TRUST

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the Area of QUAIL VALLEY, Riverside County, State of California, described as:

PARCEL 97 OF RECORDS OF SURVEY AS PER MAP OF RECORDED IN BOOK 27 PAGES 26 AND 27 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, CALIFORNIA.

This Deed of Trust is given and accepted as a portion of the purchase price.

This Deed of Trust is given and accepted upon the express provision that should the property hereinbefore described, or any part hereof, be conveyed or alienated by Trustor, either voluntarily or by operation of law, without Beneficiary's written consent, then all sums secured hereby shall, at Beneficiary's option, become immediately due and payable.

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

FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$40,525.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County on October 18, 1961, and in all other counties on October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below and opposite the name of such county, viz:

A.P.N.: 341-180-016-4/341-180-017-5

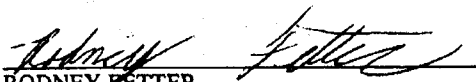
County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page
Alameda	435	684	Imperial	1091	501	Merced	1547	538	San Benito	271	383	Siskiyou	468	181
Alpine	1	250	Inyo	147	598	Modoc	184	851	San Bernardino	5567	61	Solano	1105	182
Amador	104	348	Kern	3427	60	Mono	52	429	San Francisco	A332	905	Sonoma	1851	689
Butte	1145	1	Kings	792	833	Monterey	2194	538	San Joaquin	2470	311	Stanislaus	1715	456
Calaveras	145	152	Lake	362	39	Napa	639	86	San Luis Obispo	1151	12	Sutter	572	297
Colusa	296	617	Lassen	171	471	Nevada	305	320	San Mateo	4078	420	Tehama	401	289
Contra Costa	3978	47	Los Angeles	T2055	899	Orange	5889	611	Santa Barbara	1878	860	Trinity	93	366
Del Norte	78	414	Madera	810	170	Placer	895	301	Santa Clara	5336	01	Tulare	2294	275
El Dorado	568	456	Marin	1508	339	Plumas	151	5	Santa Cruz	1431	494	Tuolumne	135	47
Fresno	4626572		Mariposa	77	292	Riverside	3005	523	Shasta	684	528	Ventura	2062	386
Glenn	422	184	Mendocino	579	530	Sacramento	4331	62	Sierra	29	335	Yolo	653	245
Humboldt	657	527				San Diego Series 2 Book 1961, Page 183887						Yuba	334	486

(which provisions, identical in all counties, are printed on page 3 of this document) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale be mailed to Trustor at Trustor's address hereinbefore set forth, or if none shown, to Trustor at the property address.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED IN THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A NEW REQUEST MUST BE RECORDED.

Signature of Trustor(s)


 RODNEY FETTER

Document Date: August 2, 2002

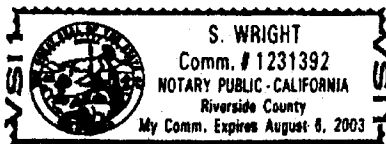
STATE OF CALIFORNIA)
 COUNTY OF Riverside)
 On August 9, 2002 before me, S. Wright
 personally appeared Rodney Fetter

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

WITNESS my hand and official seal.

Signature S. Wright

This area for official notarial seal.



2002-445530
 08/13/2002 08:00A
 2 of 5



2002-445530
08/13/2002 08:00A
3 of 5

A.P.N. 341-180-016-4/341-180-017-5

DO NOT RECORD

The following is a copy of provisions (1) to (14), inclusive, of the fictitious deed of trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

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

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

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

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

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

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

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

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

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

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

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

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

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

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

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

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

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

A.P.N.: 341-180-016-4/341-180-017-5

-----DO NOT RECORD-----
REQUEST FOR FULL RECONVEYANCE
To be used only when note has been paid.

To: La Rue Escrow, Inc., Trustee

Dated: _____

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

Mail Reconveyance to:

By _____

By _____

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

~~LENNART J. STEUER~~ JOHN FETTER

~~TERI L. STEUER~~ ROSEMARIE B. FETTER

Document Date: August 2, 2002

STATE OF CALIFORNIA)SS
COUNTY OF _____)

On _____ before me, _____
personally appeared _____,

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

WITNESS my hand and official seal.

Signature _____

This area for official notarial seal.



2002-445530
09/13/2002 08:00A
4 of 5

A.P.N.: 341-180-016-4/341-180-017-5

**Short Form
DEED OF TRUST**
WITH POWER OF SALE
(INDIVIDUAL)

La Rue Escrow, Inc.
AS TRUSTEE
26818 Cherry Hills Blvd
Sun City, CA 92586



2002-44530
08/13/2002 08:00A
5 of 5



La Rue Escrow, Inc.

29737 New Hub Drive • Suite 203 • Menifee, CA 92584
Phone: (909) 301-0030 Fax: (909) 301-3550

JOHN FETTER AND ROSEMARIE FETTER TRUST
P.O. BOX 402
CEDAR GLEN, CA 92321

Date: August 14, 2002
Escrow No.: 4533-SW

Attn: JOHN FETTER

RE: Borrower : RODNEY FETTER
Property : VACANT -97 JUANITA, QUAIL VALLEY, CA 92587

We are pleased to inform you that the above referenced escrow was closed on August 13, 2002 and we enclose the following for your records:

Original Note executed in the amount of \$40,525.00 in favor of JOHN FETTER AND ROSEMARIE FETTER TRUST.
(DO NOT DESTROY THIS NOTE...Keep in a Safe Place...It Must be Surrendered when Paid in Full.)
Closing Statement

ORIGINAL NOTE in the amount of \$40,525.00 at 6% interest. Payment booklet and Ammortization Schedule are also enclosed. Payments of \$242.97 will begin September 13, 2002 and continue until August 13, 2032. Payments will be made by Rodney Fetter of P.O. Box 402, Cedar Glen, CA 92321. Phone 714-595-4715.

THE ENCLOSED AMORTIZATION SCHEDULE IS PROVIDED AS AN ACCOMMODATION ONLY. IT IS THE RESPONSIBILITY OF THE PARTIES INVOLVED TO VERIFY THE ACCURACY AND FIGURES AND BALANCES AND DATES AS TO THEIR TRANSACTION.

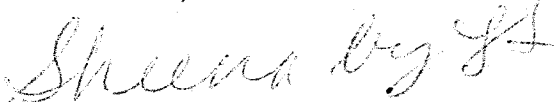
Policy of Title Insurance No. 33055560, to follow, issued by FIDELITY NATIONAL TITLE.

Any documents to which you are entitled will be forwarded to you directly from the appropriate governing party.

If you have any questions or need anything further, please do not hesitate to call.

Sincerely,

La Rue Escrow, Inc.


SHEENA WRIGHT

LS

NOTE SECURED BY DEED OF TRUST**INSTALLMENT NOTE - INTEREST INCLUDED****\$40,525.00****SUN CITY, CALIFORNIA****AUGUST 2, 2002**

In installments and at the time hereinafter stated, for value received, I/We, promise to pay to

JOHN FETTER AND ROSEMARIE B. FETTER TRUSTEES OF THE FETTER FAMILY TRUST

or order, at Sun City, California, or at place designated by the holder(s) hereof, the principal sum of **Forty Thousand Five Hundred Twenty Five And 00/100 Dollars (\$40,525.00)** with interest from August 13, 2002 on the amounts of principal remaining from time to time unpaid, until said principal sum is paid, at the rate of 6.00 % per cent per annum. Principal and interest payable in monthly installments of \$ 242.97 or more, commencing on the 13th day of September, 2002 and continuing each and every month thereafter until August 13, 2032 at which time the entire unpaid principal balance, together with interest due thereon, shall become all due and payable.

This note is subject to Section 2966 of the Civil Code, which provides that the holder of this note shall give written notice to the trustor, or his successor in interest, of prescribed information at least 90 and not more than 150 days before any balloon payment is due.

The Deed of Trust securing this note contains the following: "This Deed of Trust is given and accepted upon the express provision that should the property hereinbefore described, or any part thereof, be conveyed or alienated by Trustor, either voluntarily or by operation of law, without Beneficiary's written consent, then all sums secured hereby shall, at Beneficiary's option, become immediately due and payable."

In the event any payment is not paid within **10** days of the due date, Trustor shall pay to Beneficiary a **LATE CHARGE** of **6** % in addition to each payment due and unpaid.

This Note is given and accepted as a portion of the purchase price.

Each payment shall be credited first on interest then due and the remainder on principal sum; and interest shall thereupon cease upon the amount so credited on the said principal. Should default be made in payment of any installment when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest payable in lawful money of the United States of America. Should suit be commenced to collect this note or any portion thereof, such sum as the Court may deem reasonable shall be added hereto as attorney's fees. This note is secured by a Deed of Trust to **La Rue Escrow, Inc.**, a California Corporation as Trustee, affecting the property located at:
VACANT -97 JUANITA, QUAIL VALLEY, CA



RODNEY FETTER

DO NOT DESTROY THIS NOTE: When paid, said original Note, together with the Deed of Trust securing same, must be surrendered to Trustee for cancellation and retention before reconveyance will be made.

La Rue Escrow, Inc.

TRUST RECEIPT NUMBER: 7478

26818 Cherry Hills Blvd
Sun City, CA 92586

Company No. 0071 Office No. 0001

Phone: (909) 301-0030 FAX: (909) 301-3550

Escrow No.: 4533-SW Date: 08/05/02

RECEIVED FROM: JOHN F. ROSE MARIE FETTER FOR RODNEY FETTER

AMOUNT OF: Forty Thousand Five Hundred Twenty Five And 00/100 DOLLARS \$ 40,525.00

Cash Personal Check Wire
 Draft Cashiers Check Money Order

Received After Hours: Benefit of: Buyer
 Other
 Seller

ABA/CHK#: [REDACTED]
Received by: SW Sharon Wright SW

Property Address:
VACANT -97 JUANITA
QUAIL VALLEY, CA

** ACCOUNTING COPY **

4533-SW

JOHN F FETTER
ROSE MARIE FETTER
P. O. BOX 402 909-336-9038
CEDAR GLEN, CA 92321

2150

90-7132/3222 06

Pay to the Order of La Rue Escrow \$ 40,525.00
Forty Thousand Five Hundred Twenty Five ⁰⁰/₁₀₀ Dollars

Jackson Federal Bank
27321 North Bay Road
Blue Jay, CA 92317
1-800-836-6761

For Job Quail Valley Rose Marie Fetter MP
[REDACTED] 2150

Date Aug 5, 2002

Security Features Details on Back.

1

2

FROM *Rose Marie Manthy*
31308 Empress Dr.
Canyon Lake, Ca 92587

ZIP CODE

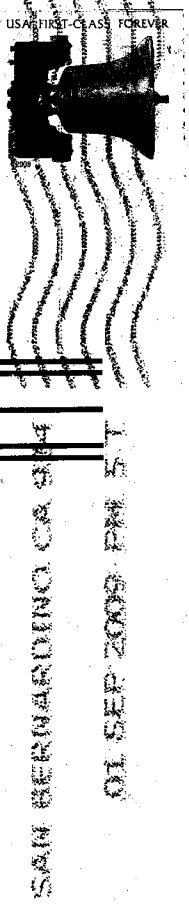
DESIREE TAYLOR

ATTN

DATE *8-31-09*

ASSESSMENT NUMBER

3	4	1	1	8	0	0	1	6	-	4
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RIVERSIDE COUNTY TREASURER
P.O. BOX 12005
RIVERSIDE, CA 92502-2205



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June 9, 2014

Don Kent Treasurer

Re APN 341180016-4

TC 182, Items 70

Date of sale: March 16, 2009

Enclosed is copy of Marriage Cert.
Family Fetter Trust.

I received no monies for this
property sale.

Sincerely
Rose Marie (Fetter) Manthey

RECEIVED

JUN 12 PM 12:27

SIDE COUNTY
TAX COLLECTOR

TREAS.

DECLARATION OF THE FETTER FAMILY TRUST

OF

**JOHN FRANKLIN FETTER
AND
ROSE MARIE B. FETTER**

JOHN FRANKLIN FETTER AND ROSE MARIE B. FETTER, (Husband and Wife) or the survivor, hereinafter called the "Trustees", declare that JOHN FRANKLIN FETTER and ROSE MARIE B. FETTER, hereinafter called the "Trustors", has transferred and delivered to the Trustees, without consideration, the property described in Schedule "A" attached to this instrument. The term Trustee shall include any successor Trustee of this trust agreement.

ARTICLE I

TRUST PROPERTY

1.1 Property Subject to this Instrument: All property described in the attached schedules and any additional property, real or personal, or any interest therein, acceptable to the Trustees and transferred to this trust by the Trustors, or any other person, shall be subject to this instrument. The Trustees agree to hold, manage, and distribute the proceeds of any life insurance policies, the property described in Schedule "A", and all property hereafter received in accordance with this instrument.

ARTICLE II

CHARACTER OF PROPERTY

2.1 All property now and hereafter transferred and delivered to the Trustees, by the Trustors, was before its transfer the community property of the Trustors, and shall, along with the proceeds thereof, remain community property of the Trustors during their joint lifetimes, and shall be called their "community estate." Similarly, Trustors intend that any separate and quasi-community property of either Trustor and the proceeds thereof shall remain separate or quasi-community property during the joint life time of the Trustors and shall be called their "separate estate".

2.2 It is the Trustors intention that the Trustee shall have no more extensive power over any community property transferred to the trust estate than either of the Trustors would have had under California Civil Code, Sections 5125 and 5127, had this trust not been created, and this instrument shall be interpreted to so achieve this intention. This limitation shall terminate upon the death of either Trustor.

ARTICLE III

OWNERSHIP OF LIFE INSURANCE POLICIES

The Trustees shall have an shall exercise as an owner of the life insurance policies, all options, benefits, rights and privileges with respect to such policies. The insurers are authorized and directed to recognize the Trustee as absolute owner of such policies; and any receipts, releases or other instruments executed by the Trustees shall be binding and conclusive upon the insurers and upon all persons interested in this

STATE OF CALIFORNIA)
) ss.
 COUNTY OF)

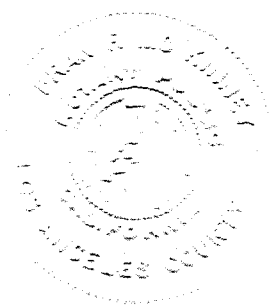
Faint circular notary seal impression, likely from Fran R. McKinney, Los Angeles County.

On this 24th day of April, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN FRANKLIN FETTER and ROSE MARIE B. FETTER proved to me on this basis of satisfactory evidence to be the persons whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.



Fran R McKinney
 NOTARY PUBLIC IN AND FOR SAID
 STATE of California



CERTIFICATION OF VITAL RECORD

CLARK COUNTY, NEVADA
CERTIFIED ABSTRACT OF MARRIAGE

GROOM: MANTHY RICHARD H

BRIDE: FETTER ROSE MARIE BARBARA

DATE OF MARRIAGE: APRIL 02, 2008

RECORDED: APRIL 07, 2008 **BOOK:** 20080407 **INSTRUMENT:** 00313

APPLICATION: 20080401000225250

This is to certify that this document is a true abstract of the marriage record filed with the County Recorder of Clark County, Nevada.

ISSUED: 04-15-2008
COZ

Debbie Conway
Debbie Conway
Clark County Recorder

Patent #6,656,874

This copy is not valid unless prepared on *SafeImage*™ paper, impressed with the raised seal of the Clark County Recorder.

TouchSafe®

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

Treasurer Co. of Riverside

Re: APN 341180016-4

TC 182, ITEMS TO

Date of Sale Mar. 16, 2000

Enclosed is Death Cert.

requested.

Rose Marie Monty
(Fetter)

FIFIELD PRINTING, INC.

Quality Printing For Over 35 Years

7562 Industrial Way • Stanton, California 90680 • 714/891-8809 • Fax 714/895-8626 • E-Mail: fifield@gte.net

CERTIFICATION OF VITAL RECORD

STATE OF COLORADO
COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
 HOLD TO LIGHT TO VIEW WATERMARK

STATE OF COLORADO
CERTIFICATE OF DEATH

STATE FILE NUMBER

DECEDENT	1. DECEDENT'S NAME (First, Middle, Last) John Franklin Fetter Jr.					2. SEX M	3. DATE OF DEATH (Month, Day, Year) October 28, 2004
	4. SOCIAL SECURITY NUMBER [REDACTED]		5a. AGE - Last Birthday (Years) 68	5b. UNDER 1 YEAR MOS Days	5c. UNDER 1 DAY Hrs Mins	6. DATE OF BIRTH (Month, Day, Year) July 9, 1936	7. BIRTHPLACE (City, State or Foreign Country) Hannas Town PA.
	8. U.S. ARMED FORCES? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		9a. PLACE OF DEATH (Check only one) HOSPITAL: <input type="checkbox"/> Inpatient <input checked="" type="checkbox"/> ER/Outpatient <input type="checkbox"/> DOA <input type="checkbox"/> OTHER: <input type="checkbox"/> Nursing Home <input type="checkbox"/> Residence <input type="checkbox"/> Other (Specify)				
PARENTS	9b. FACILITY NAME (If not institution, give street and number) Yampa Valley Medical Center					9c. CITY, TOWN, OR LOCATION OF DEATH Steamboat Springs	
	10a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired) Trucking					10b. KIND OF BUSINESS/INDUSTRY Trucking Corporation	
	11. MARITAL STATUS - Married, Never Married, Widowed, Divorced (Specify) Married		12. SPOUSE (If wife, give maiden name) Rosemarie Miller				
DISPOSITION	13a. RESIDENCE - STATE California		13b. COUNTY Riverside		13c. CITY, TOWN, OR LOCATION Canyon Lake		
	13d. STREET AND NUMBER 31308 Emperor Drive		14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify No or Yes - If yes, specify Cuban, Mexican, Puerto Rican, etc.) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Specify		15. RACE, American Indian, Black, White, etc. (Specify) White		
	16. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary or secondary (0 through 12) College (13 through 16 or 17+) 10		17. FATHER'S NAME (First, Middle, Last) John Franklin Fetter				
CERTIFIER	18. MOTHER'S NAME (First, Middle, Last (Maiden Name)) Irene Nichols		19. INFORMANT'S NAME and relationship to decedent Rosemarie Fetter Wife				
	20a. METHOD OF DISPOSITION <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Removal from State <input type="checkbox"/> Donation <input type="checkbox"/> Other (Specify)					20b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) Rose Hills Memorial Park	
	20c. LOCATION - City or Town, State Whittier California					21a. SIGNATURE OF FUNERAL DIRECTOR OR PERSON ACTING AS SUCH <i>Jay Mitchel Locke</i>	
CAUSE OF DEATH	21b. NAME AND ADDRESS OF FACILITY Yampa Valley Funeral Home 2095 Curve Court Steamboat Springs, CO zip: 80477					22. DATE FILED (Month, Day, Year) November 14, 2004	
	22a. REGISTRAR'S SIGNATURE <i>Karina G. Sabatney, Deputy Registrar</i>		23. TIME OF DEATH 10:40 A.M.				
	24. DATE PRONOUNCED DEAD October 28, 2004		25. WAS CORONER NOTIFIED? (Yes or No) Yes				
TO BE COMPLETED ONLY BY CERTIFYING PHYSICIAN				TO BE COMPLETED BY CORONER			
26. To the best of my knowledge, death occurred at the time, date and place, and due to the cause(s) and manner as stated. Signature: _____ 28. DATE SIGNED (Month, Day, Year)				27. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place, and due to the cause(s) and manner as stated. Signature: _____ 29. DATE SIGNED (Month, Day, Year) 11/01/04			
30. NAME, TITLE AND MAILING ADDRESS OF CERTIFIER/CORONER (Type/Print) HEATHER McLAUGHLIN, PO BOX 773518, 4270AK, STEAMBOAT SPRINGS COLORADO zip: 80477							
31. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type/Print)							
32. MANNER OF DEATH <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Undetermined Manner <input type="checkbox"/> Homicide		33a. DATE OF INJURY (Month, Day, Year) 10-28-2004		33b. TIME OF INJURY 10:40 AM		33c. INJURY AT WORK? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
34. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c). Do not enter mode of dying (e.g. Cardiac or Respiratory Arrest) alone.		33d. DESCRIBE HOW INJURY OCCURRED Collapsed after complaining of Chest Pains		33e. PLACE OF INJURY (At home, farm, street, factory, office building, etc.) (Specify) STATE PARK			
PART I CONDITIONS IF ANY WHICH GAVE RISE TO IMMEDIATE CAUSE STATING THE UNDERLYING CAUSE LAST (c) (a) CARDIO PULMONARY ARREST DUE TO OR AS A CONSEQUENCE OF (b) _____ DUE TO OR AS A CONSEQUENCE OF (c) _____		Interval between onset and death 1.5 hours		Interval between onset and death			
PART II OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not related to cause in PART I (e.g. alcohol abuse, obesity, smoker) HEART DISEASE, HIGH BLOOD PRESSURE.				35. AUTOPSY (Yes or No) No		36. IF YES were findings considered in determining cause of death?	

DATE ISSUED

JUL 30 2014

Ronald S. Hyman

RONALD S. HYMAN
 STATE REGISTRAR

THIS IS A TRUE CERTIFICATION OF NAME AND FACTS AS RECORDED IN THIS OFFICE. Do not accept unless prepared on security paper with engraved border displaying the Colorado state seal and signature of the Registrar. PENALTY BY LAW, Section 25-2-118, Colorado Revised Statutes, 1982, if a person alters, uses, attempts to use or furnishes to another for deceptive use any vital statistics record. NOT VALID IF PHOTOCOPIED.



007051233

REV 01/07



[REDACTED]