

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

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

533
A



FROM: Don Kent, Treasurer/Tax Collector

SUBMITTAL DATE:
NOV 03 2014

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 189, Item 67. Last assessed to: Raul Martinez, a single man. District 5/5 [\$35,587] Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Raul Martinez, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 309210055-5;
 (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 15, 2011 public auction sale. The deed conveying title to the purchasers at the auction was recorded May 18, 2011. 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 2, 2011, 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

Don Kent
 Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 35,587	\$ 0	\$ 35,587	\$ 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* 12/2/14
 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: *Kecia Harper-Ihem*
 Deputy

9-18

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

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

Departmental Concurrence

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 189, Item 67. Last assessed to: Raul Martinez, a single man. District 5/5 [\$35,587] Fund 65595 Excess Proceeds from Tax Sale.

DATE: NOV 03 2014

PAGE: Page 2 of 2

RECOMMENDED MOTION:

2. Deny claim from Eli S. Rodriguez;
3. Deny claim from John Hine Temecula Mazda aka JHCH, Temecula, Inc.;
4. Deny claim from Vijay S. Desai, Esq., attorney for Fortis Capital II LLC, Law Office of Curtis O. Barnes;
5. Authorize and direct the Auditor-Controller to issue a warrant to Raul Martinez in the amount of \$35,587.39 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 four claims for excess proceeds:

1. Claim from Raul Martinez based on a Grant Deed recorded March 10, 2004 as Instrument No. 2004-0168163.
2. Claim from Eli S. Rodriguez based on a notarized statement.
3. Claim from John Hine Temecula Mazda aka JHCH, Temecula, Inc. based on an Abstract of Judgment recorded on March 19, 2009 as Instrument No. 2009-0131776.
4. Claim from Vijay S. Desai, Esq., attorney for Fortis Capital II LLC, Law Office of Curtis O. Barnes based on an Abstract of Judgment recorded on August 24, 2010 as Instrument No. 2010-0404188.

Pursuant to Section 4675. (a) of the California Revenue and Taxation Code, it is the recommendation of this office that Raul Martinez be awarded excess proceeds in the amount of \$35,587.39. The claim from Eli S. Rodriguez be denied due to the claim being received after the May 21, 2012 deadline. The claim from John Hine Temecula Mazda aka JHCH, Temecula, Inc. be denied because the lien filed is not associated with our last assessee. The claim for Vijay S. Desai, Esq., attorney for Fortis Capital II LLC Law Office of Curtis O. Barnes be denied because the lien filed is not associated with our last assessee. 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 last assessee of the property.

ATTACHMENTS (if needed, in this order):

Copies of the Excess Proceeds Claim forms and supporting documentation are attached.

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

RECEIVED

2012 MAY 21 PM 4:48 ✓

RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 189 Item 67 Assessment No.: 309210055-5

Assessee: MARTINEZ, RAUL

Situs:

Date Sold: March 15, 2011

Date Deed to Purchaser Recorded: May 18, 2011

Final Date to Submit Claim: May 21, 2012 ✓

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 16,870.48 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: TC 189467, recorded on Riverside. A copy of this document is attached here to. 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.

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 21 day of April, 2012 at LA COUNTY CA
County, State

Raul Martinez
Signature of Claimant

Signature of Claimant

RAUL MARTINEZ
Print Name

Print Name

12616 VERDURA AVE
Street Address

Street Address

Downey CA 90242
City, State, Zip

City, State, Zip

310-339-0641
Phone Number

Phone Number



FIRST AMERICAN TITLE INSURANCE
COMPANY

AND WHEN RECORDED MAIL TO:

DOC # 2004-0168163

03/10/2004 08:00A Fee:30.00

Page 1 of 2 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MSC	
	1		2				1			
									SP	
A	R	L				COPY	LONG	REFUND	NCHG	EXAM

TRA: 089-004

DTT: 15950

30

GRANT DEED

T
SG

Title of Document

THIS AREA FOR
RECORDER'S
USE ONLY

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

Public Record

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

Raul Martinez
Palomar Road APN: 309-210-01 Lot 564
Nuevo CA 92567

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

089-004

THI.

GRANT

ASSESSOR'S PARCEL NO.: 309-210-01
TITLE ORDER NO.: 1310614
ESCROW NO.: 2946-JP

The undersigned Grantor(s) declare that the **DOCUMENT TRANSFER TAX IS:**
\$ 1950 County City
 computed on the full value of the interest of property conveyed, or
 computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.
 OR transfer is EXEMPT from tax for the following reason:

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Joseph M. Phillips and Kathleen L. Phillips, Husband and Wife as Joint Tenants

hereby GRANT(S) to Raul Martinez, a single man

all that real property situated in the Unincorporated area of ~~Nuevo~~, County of **RIVERSIDE**, State of **CALIFORNIA**, described as:

Lot 564 of Romola Farms 6B, as shown by Map on file in Book 14 Page 75, of Maps, Records of Riverside County, California

Dated February 20, 2004

State of California

County of Riverside

On 02/27/2004, Before me Jennifer D. Smith Joseph M. Phillips
Personally appeared

Joseph M. Phillips + Kathleen L. Phillips

Personally known to me (or provided 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.

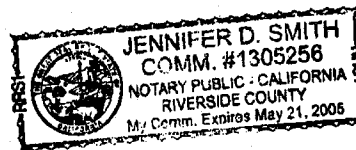
Joseph M. Phillips

Kathleen L. Phillips
Kathleen L. Phillips

WITNESS my hand and official seal

Jennifer D. Smith
Signature

MAIL TAX STATEMENTS TO:
SAME AS ABOVE



(This area for official notary seal)

County Administrative Center- 4th Floor
4080 Lemon Street, P.O. Box 12005
Riverside, CA 92502-2205
(951) 955-3900
(951) 955-3990 - Fax

E-mail: ttc@co.riverside.ca.us
www.countytreasurer.org



COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR

Palm Springs Office
997 E Tahquitz Canyon Way, Suite A
Palm Springs, CA 92262

Temecula Office
40935 County Center Drive, Suite C
Temecula, CA 92591

June 2, 2011

MARTINEZ, RAUL
12616 VERDURA AVE
DOWNEY CA 90242, CA 90242

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 309210055-5 Item: 67
Situs Address:
Assessee: Martinez, Raul
Date Sold: March 15, 2011
Date Deed to Purchaser Recorded: May 18, 2011
Final Date to Submit Claim: May 21, 2012

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3842.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT
TREASURER-TAX COLLECTOR

By Susan Loera
Deputy

If this property is sold at public auction, you have the right to claim excess proceeds remaining after the tax liens and costs have been satisfied. The amount you can claim is in proportion to your interest in the property with other claims of equal priority. To file a claim for excess proceeds, you must be a party of interest as defined in Section 4675 of the California Revenue and Taxation Code. Your claim for excess proceeds must be filed within one year of the recordation of the Tax Collector's deed to the purchaser.

The law protects parties of interest by requiring that any assignment of the right to claim excess proceeds to another party be made only by a dated, written document stating specifically that the right to claim the excess proceeds is being assigned and that each party to the transaction has informed the other of the value of the right being assigned.

If you have any questions about this notice or about filing a claim for excess proceeds, please contact the Tax Sale Operations Unit at the above address.

Don Kent
Treasurer-Tax Collector

PLEASE RETURN THIS STUB WITH YOUR PAYMENT TO:

COUNTY OF RIVERSIDE, TREASURER-TAX COLLECTOR, P.O. BOX 12005, RIVERSIDE, CA 92562-2205
ATTN: TAX SALE OPERATIONS

TC 189 ITEM # 67

ASSESSMENT NUMBER 309210055-5

Only cash or Cashier's Check will be accepted for the redemption of this property. Please do not send cash through the mail.

<u>AMOUNT REQUIRED TO REDEEM</u>	<u>IF PAID DURING</u>	<u>AND BEFORE 5 P.M. ON</u>
\$16,542.61	JANUARY 2011	JANUARY 31, 2011
\$16,721.55	FEBRUARY 2011	FEBRUARY 28, 2011
\$16,870.48	MARCH 2011	MARCH 14, 2011

In the event it has been necessary to serve personal notice of the sale, pursuant to Revenue and Taxation Code Section 3704.7, a fee of \$100.00 will be added to the above redemption amount.

GARY L. ORSO
ASSESSOR-COUNTY CLERK-RECORDER
RIVERSIDE COUNTY
COUNTY ADMINISTRATIVE CENTER
4080 LEMON STREET
P.O. Box 12004
Riverside, CA 92502-2204
(909) 955-6200

CHANGE OF OWNERSHIP STATEMENT
REAL PROPERTY/MANUFACTURED HOMES
SUBJECT TO LOCAL PROPERTY TAXES

Name and Address of Buyer/Transferee
327100004-1

RAUL MARTINEZ ET AL

12616 VERDURA AVE
DOWNEY CA 90242

Correct mailing address, if necessary.

FOR ASSESSOR'S USE ONLY:

Con _____

Adj _____

Parcel Number(s)

327100004-1

YY
Y04

Property Address/
Legal Description

FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS

Recorder's Number

0910265 STT 11/18/2003

Seller/Transferor _____

(last name, first name(s) initial)

File This Statement By: SEP 28, 2004

IMPORTANT NOTICE

The law requires any transferee acquiring an interest in real property or manufactured home subject to local property taxation, and that is assessed by the Assessor, to file a Change of Ownership Statement with the County Recorder or Assessor. The Change of Ownership Statement must be filed at the time of recording or, if the transfer is not recorded, within 45 days of the date of the change in ownership, except that where the change in ownership has occurred by reason of death the statement shall be filed within 150 days after the date of death or, if the estate is probated, shall be filed at the time the inventory and appraisal is filed. The failure to file a change in ownership statement within 45 days from the date of a written request by the Assessor results in a penalty of either: (1) One hundred dollars (\$100), or (2) 10 percent of the taxes applicable to the new base year value reflecting the change in ownership of the real property or manufactured home, whichever is greater, but not to exceed two thousand five hundred dollars (\$2,500) if that failure to file was not willful. This penalty will be added to the assessment roll and shall be collected like any other delinquent property taxes, and be subject to the same penalties for nonpayment.

This notice is a written request from the Office of the Assessor for a Change of Ownership Statement. If you do not file this statement, it will result in the assessment of a penalty. This statement will be held secret as required by section 481 of the Revenue and Taxation Code.

The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the Riverside County Assessor. For further information on your supplemental roll obligation, please call the Riverside County Assessor at (909) 955-6200

PART I: TRANSFER INFORMATION

Please answer all questions.

YES NO

- A. Is this transfer solely between husband and wife (addition of a spouse, death of a spouse, divorce settlement, etc.)?
B. Is this transaction only a correction of the name(s) of the person(s) holding title to the property? (e.g., a name change upon marriage)?
C. Is this document recorded to create, terminate, or reconvey a lender's interest in the property?
D. Is this transaction recorded only as a requirement for financing purposes or to create, terminate or reconvey a security interest (e.g., cosigner)?
E. Is this document recorded to substitute a trustee under a deed of trust, mortgage, or other similar document?
F. Did this transfer result in the creation of a joint tenancy in which the seller (transferor) remains as one of the joint tenants?
G. Does this transfer return property to the person who created the joint tenancy (original transferor)?
H. Is this transfer of property:
1. to a trust for the benefit of the Grantor Grantor's spouse?
2. to a trust revocable by the transferor?
3. to a trust from which the property reverts to the grantor within 12 years?
I. If this property is subject to a lease, is the remaining lease term 35 years or more including written options?
*J. Is this a transfer between parent(s) and child(ren)? Yes No or from grandparent(s) to grandchild(ren)? Yes No
*K. Is this transaction to replace a principal residence by a person 55 years of age or older? Within the same county? Yes No
*L. Is this transaction to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5? Within the same county? Yes No

*If you answered yes to J, K or L, you may qualify for a property tax reassessment exclusion, which may result in lower taxes on your property. If you do not file a claim, it will result in the reassessment of the property.

Please provide any other information that would help the Assessor to understand the nature of the transfer.

IF YOU HAVE ANSWERED YES TO ANY OF THE ABOVE QUESTIONS EXCEPT J, K, OR L, PLEASE SIGN AND DATE, OTHERWISE COMPLETE THE REVERSE SIDE.

*** TRUST ACCOUNTING RECEIPT ***

Silvercrest Realty Inc., Escrow Division
6349 Riverside Avenue
Riverside, CA 92506

BANK NO: COM [REDACTED]
BANK NAME: COMERICA BANK

RECEIPT NUMBER: 5697 OFFICE: 01
DATE: 3/1/2004 TIME: 2:47:41PM
ESCROW NUMBER: 2946
ESCROW OFFICER: JP
PROPERTY: Palomar Road APN: 309-210-01 Lot 564
Nuevo, CA 92567

RECEIVED OF: Raul Martinez \$ 7,200.00
SEVEN THOUSAND TWO HUNDRED AND XX / 100 DOLLARS
DESCRIPTION: Additional Deposit

PAYMENT TYPE	CHECK NUMBER	ABA NUMBER	AMOUNT
Cashier's Check	[REDACTED]	[REDACTED]	\$7,200.00

SIGNATURE: _____



1

1

1



First American Title
3625 Fourteenth Street
Riverside, CA 92501
Phone: (909) 787-1700 / Fax:

PR: 06243

Ofc: 0625

Final Invoice

To: Silvercrest Escrow
6349 Riverside Avenue
Second Floor
Riverside, CA 92506-3163

Invoice No.: 62554156
Date: 03/10/2004
Our File No.: 0625-1310614
Title Officer: Terria Jeglum / 23310
Escrow Officer: /
Customer ID: 2053

Attention: Jennifer Perkins

Your Reference No.: 2946JP

RE: **Property:**
No Situs Address, Nuevo, CA

Liability Amounts
Owners: \$145,000.00
Lenders:

Buyers: Raul Martinez
Sellers: Kathleen Phillips, Joe Phillips

Description of Charge	Invoice Amount
County Documentary Transfer Tax	\$159.50
PCOR	\$20.00
Eagle Owners Policy	\$594.00
Record Substitution & Reconveyance	\$21.00
Record Grant Deed	\$10.00

INVOICE TOTAL **\$804.50**

Comments:

Thank you for your business!

*To assure proper credit, please send a copy of this Invoice and Payment to:
Attention: Accounts Receivable Department*

Form No. 1402.92 (10/17/92)

Order Number: 0625-1310614

ALTA Standard Owner's Policy
Western Regional Exceptions

Page Number: 1

Policy of Title Insurance



ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

First American Title Insurance Company

BY *Gary L. Kerueth* PRESIDENT

ATTEST *Mark R. Anderson* SECRETARY



First American Title



CALIFORNIA ASSOCIATION OF REALTORS®

DATA BASE DISCLOSURE Regarding Registered Sex Offenders

COPY

The following terms and conditions are hereby incorporated in and made a part of the: Residential Purchase Agreement and Receipt for Deposit, Residential Lease or Month-to-Month Rental Agreement, other

Vacant Land Purchase Agr. dated 1/19/04 on property known as:

APN 309-20-013, Lot 564

in which Raul Martinez is referred to as Buyer/Tenant

and Joe & Kathleen Phillips is referred to as Seller/Landlord.

Notice: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

Date _____

Date 1/27/04

Buyer/Tenant _____

Seller/Landlord Joseph W Phillips

Buyer/Tenant _____

Seller/Landlord Kathleen J. Phillips

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 1996. CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED



Published and Distributed by: REAL ESTATE BUSINESS SERVICES, INC. a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS® 525 South Virgil Avenue, Los Angeles, California 90020

Page ___ of ___ Pages.

REVISED 10/98

OFFICE USE ONLY
Reviewed by Broker
or Designee _____
Date _____



*** TRUST ACCOUNTING RECEIPT***

Silvercrest Realty Inc., Escrow Division
6349 Riverside Avenue
Riverside, CA 92506

BANK NO: COM [REDACTED]
BANK NAME: COMERICA BANK

RECEIPT NUMBER: 5698

OFFICE: 01

DATE: 3/1/2004

TIME: 2:49:11PM

ESCROW NUMBER: 2946

ESCROW OFFICER: JP

PROPERTY: Palomar Road APN: 309-210-01 Lot 564
Nuevo, CA 92567

RECEIVED OF: Raul Martinez

\$ 95,000.00

NINETY-FIVE THOUSAND AND XX / 100

DOLLARS

DESCRIPTION: Additional Deposit

PAYMENT TYPE

CHECK NUMBER

ABA NUMBER

AMOUNT

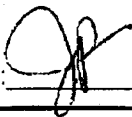
Cashier's Check

[REDACTED]

[REDACTED]

\$95,000.00

SIGNATURE: _____



[REDACTED]

[REDACTED]

[REDACTED]

COPI



Prudential
California Realty

ADDENDUM TO THE TRANSFER DISCLOSURE STATEMENT

The following terms and conditions are hereby incorporated in and made a part of the Transfer Disclosure Statement dated 1/19/04, on the property known as APN 309-210-013 Lot 544 in which Raul Martinez is referred to as the buyer and Joe Phillips is referred to as the seller.

- 1. **LITIGATION INVOLVING THE PROPERTY:** To the Seller's knowledge, have there been any prior lawsuits involving the subject property? Yes No. If yes, please answer the following questions: When was the lawsuit filed? _____ Was the lawsuit settled? _____ Approximately when? _____ What was the lawsuit pertaining to? _____ Was there settlement money involved? _____ If yes, did the homeowner and/or the Homeowner's Association receive settlement money? _____ Were any repairs necessary? _____ If yes, were the repairs completed? _____ When? _____ Are there any repairs that remain to be completed? _____ If yes, what repairs remain to be done? _____ When? _____
- 2. **HOMEOWNERS' ASSOCIATIONS:** Is there a homeowner's association? NO. If yes, how many homeowner's Associations? _____ What are the dues for each of the Associations? _____ Buyer is aware that certain properties in Orange County are subject to multiple Homeowners' Associations ("HOA"), which may impose restrictions on the use and/or development of the property and may charge separate and independent dues. Further, the dues for some of these HOA's may be payable monthly, while others are payable quarterly or annually. Buyer should inquire of the seller with regard to this issue and conduct whatever investigation the buyer believes is appropriate. Broker/agent has not and will not verify any statements by Seller or others regarding any such HOA issues.
- 3. **MOLD RECOMMENDATIONS AND DISCLOSURES:** Buyer is advised to have the subject property inspected for the presence of mold, moisture, and dry rot. It is possible that mold could be hidden and the seller completely unaware of its existence. Other than the obvious structural problems that can occur as a result of moisture and dry rot, some types of mold can produce airborne toxins, which can cause serious health problems. Any current or past water intrusion into the structure from the roof, drainage problems, leaking pipes or backed-up toilet or pipes could have created a mold condition. Brokers and agents are not trained to identify these conditions, nor do they have the education, expertise, or licensing to identify and evaluate any such conditions. Any and all presence of the following, moisture, water stains, mildew odors, condensation, and obvious mold growth, are all possible indicators of a mold condition, which may or may not be toxic. Buyer is advised to consult with an industrialist hygienist, or other such expert. Buyer is therefore strongly encouraged to pay for, and obtain, an interior and exterior test for airborne spores, as well as a carpet test. Also, an industrialist hygienist should directly test all visible molds. Just as in all other inspections requested by the buyer, the buyer must perform and evaluate this mold/airborne spore inspection within the time frames provided for in the Purchase Agreement. In the event Buyer fails to obtain such mold/airborne spore inspection, Buyer is acting contrary to the advice of the brokers and agents involved in this transaction. By signing this addendum, buyer agrees that Prudential California Realty, its agents, and cooperating broker and its agents, shall have no further responsibility for protecting buyer against the possibility of mold contamination of the subject property or any resulting injury. Buyer agrees that there is nothing that any broker/agent may say to you that can change this agreement contained in this paragraph 4 of this addendum, or the advice contained above.
- 4. **ASBESTOS IN AN ACOUSTIC CEILING:** If the property was constructed prior to 1980 and includes acoustic ceiling (cottage cheese appearance), the likely possibility exists that it may contain asbestos, and buyer is advised to contact appropriate experts and to conduct inspections within the time frames specified for inspections. There may be other sources of asbestos within or on the property, as well.
- 5. **DISCLOSURE OF RISK OF ERRANT GOLF BALLS:** The property may be in the proximity of or contiguous to the fairways, rough and playing areas of a golf course. The property would then be subject to golf balls being hit from the golf course in a manner that may break windows or damage other property (either improvements or personal property) or cause bodily injury to persons on the property. The property would also be subject to persons coming onto the property to retrieve golf balls, or for other purposes related to playing golf, even though such entry is without permission. The undersigned buyer represents and warrants that the buyer has read the disclosures in the Declaration of Covenants, Condition and Restrictions burdening the property with respect to the result of proximity of the property to a golf course. Buyer hereby further acknowledges that the buyer is relying upon the buyer's own independent investigation and consideration regarding this matter and not upon any representations by the seller or the real estate agents/brokers with respect thereto.
- 6. **GAS FIRED FURNACES:** Buyer is advised that certain gas-fired furnaces installed in Southern California may present a substantial risk of fire. These furnaces were sold under a variety of different names. Buyer is advised to have the furnace inspected by a HVAC contractor to determine that the furnace in the subject property is acceptable to buyer. Further information regarding furnaces involved may be obtained by going to WWW.ocfa.org under Safety Alert, and on the OCFA information telephone line at 714 289-7850. Buyer may refer to a CPSC news release posted on their site at WWW.epse.gov. They also have a toll free hotline at 800 638-2772. Buyer may contact the OCFA Community Relations and Education Services Section at 714 532-7266.
- 7. **LAND MOVEMENT:** Past heavy rains in Southern California have caused, or contributed to, earth movement in this general area. Each parcel of land varies based on its precise location, nearby geologic features, and its proximity to other areas affected by rains, earthquakes and other factors. You are advised to obtain specific information concerning the property you are interested in purchasing or selling. Local, state and federal agencies, licensed or certified appraisers, geologists and home inspectors may be able to provide some information on efforts underway to correct possible land movement in the area. Questions regarding the geologic composition of the property in question should be directed to a geologist with the knowledge and competence to conduct a geologic inspection of the property. Seller may be unaware if the property is located on fill or compacted land.
- 8. **RED IMPORTED FIRE ANTS:** Buyer is aware that Red Imported Fire Ants have been discovered in Orange County. They have been identified in nurseries, parks, schoolyards, golf courses, private residences and industrial commercial centers. If Buyer is concerned about this infestation, and its impact on the property, buyer is advised to contact the Orange County Fire Ant Authority at P.O. Box 59, Santa Ana, CA 92702, or by telephone at (888) 4-FIREANT. Buyer can also visit the Authority's website at www.ocfireant.com.
- 9. **TOLL ROADS/ FREEWAYS:** Public officials are considering the construction of new roads and freeways, as well as, access to roads and freeways that currently exist. Broker recommends that buyer consult with the appropriate governmental official regarding these issues, if appropriate, and how their development may affect the property. Furthermore, there is consideration being given to the widening of various roads and freeways.

Buyer and seller acknowledge receipt of this page

Buyer's Initials JP
Seller's Initials RTS

Reviewed by
Broker or Designee _____ Date _____

Property Address 400 309-210-013

Date 1/26/04

- 10. TRANSPORTATION CORRIDORS:** Buyer is advised that the property may be located in an area where public authorities are contemplating beginning or completing construction or extension of freeway or other transportation projects. Plans for exact locations and extent of these projects may change before completion. It is recommended that the buyer review city or county documentation detailing the proposed projects. Further, buyer is advised that the property may be located in the vicinity of the Eastern, San Joaquin Hills or Foothill Transportation Corridors. Buyer should investigate the location of these corridors and independently determine whether they will impact the use and/or enjoyment of the property. Buyer may obtain maps of the Transportation Corridors from appropriate governmental agencies.
- 11. IRVINE TO SANTA ANA LIGHT RAIL:** Buyer is advised that the Orange County Transportation Authority (the "Authority") has approved a light rail route to link the Irvine and Santa Ana transportation centers, with stops at UC Irvine, John Wayne Airport and South Coast Plaza. Pursuant to this approval, the Authority will conduct an 18 to 24 month study of the project that could begin in early 2002, with construction beginning as early as 2006 and trains running by 2010. Buyer is advised to contact the Authority to investigate the subject plan and whether it will impact the property or surrounding neighborhood.
- 12. AIRCRAFT NOISE:** Some areas are subject to noise emitted by military and/or civilian aircraft or helicopters. Buyer is aware that the property may be near or under the flight path of a commercial airport or military facility. Buyer is encouraged to investigate whether any such facility will impact the use and enjoyment of the property.
- 13. TUSTIN MARINE HELICOPTER AND EL TORO MARINE BASE:** The Tustin Marine Helicopter Base and El Toro Marine Base (the "Marine Bases") have been closed by the U.S. Department of Defense. At this time, it is uncertain what use will be made of the Marine Bases. Current proposals under consideration (in no particular order) include, but are not limited to, the following: 1) Commercial Airport; 2) Low Income Housing; 3) College or other educational use; 4) Prison/Correctional facility; 5) Commercial use; 6) Residential use; 7) City park; 8) Sale of the El Toro Marine Base by the Navy. This is not meant to be an exhaustive list, but to provide some indication that the use of the Marine Bases will be changing.
- 14. CAMP PENDLETON / SAN CLEMENTE - HELICOPTER OUTLYING LANDING FIELD DISCLOSURE:** Camp Pendleton officials have indicated a helicopter landing field (H.O.L.F.: Helicopter Outlying Landing Field) is scheduled for construction. The location of this site, known as site 313A, is estimated to be approximately 3.5 miles from the nearest San Clemente homes. According to the Marine Corps, it is expected that about 430 daily helicopter operations will take place at the site 250 days a year. About one-fifth of the flights are expected to be night flights. Marine Corps officials indicate that the field will not be used as a base for helicopters, but as a practice field for helicopters flying from Camp Pendleton to the H.O.L.F. and back, generally taking a flight path along Basileone Road. To view a copy of the Marine Corps Environmental Assessment, buyer should visit the San Clemente Public Library.
- 15. IRVINE - MUSICK COUNTY CORRECTIONAL FACILITY:** Buyer is advised that the Musick County Correctional Facility, located in Irvine, has proposed expansion and changes in classification. No final determination has been made as to if or when these changes will be made. Buyer is advised to consult the Facility if buyer is concerned that the subject expansion or changes may affect the property.
- 16. ORANGE COUNTY (JOHN WAYNE) AIRPORT:** Buyer is aware that future plans for this airport are uncertain. It is possible that there may be future expansion and/or construction. Buyer should contact the appropriate authority to satisfy the buyer as to possible future use and operating hours of this airport.
- 18. SAN ONOFRE NUCLEAR NOTIFICATION:** There is a nuclear power plant at San Onofre, California, located on the California coast between Los Angeles and San Diego. Buyer should consult a map to determine the proximity of this facility to the property and whether it will have any impact on the use and enjoyment of the property.
- 19. CALIFORNIA COASTAL COMMISSION:** Buyer acknowledges that development of and/or construction on the property may be subject to the jurisdiction and requirements of the California Coastal Commission and/or the County of Orange. The development of beachfront property may also be impacted by the determination of "mean high tide lines" in relation to the boundary lines for beachfront property. If the buyer has any questions or concerns regarding the above, buyer should contact the Commission in Long Beach at (562) 590-5071.
- 20. VIEW PROPERTIES:** Buyer is aware that many view properties are subject to restrictions regarding height and/or development that may impact a neighboring property's views. Buyer is further aware that some properties may not be affected by view restrictions and, in the absence of such restrictions, it may be possible for a neighbor to legally block the view from the property. If views from the property, or its future development, are concerns to the buyer, the broker strongly recommends that buyer contact the appropriate governmental entity and the Title Officer to determine the existence and/or extent of any such restrictions.
- 21. SOUTH ORANGE COUNTY - I-5 IMPROVEMENTS:** Buyer is advised that, in the first week of October 2001, Caltrans began construction work on Interstate 5 from West of Avenida Vista Hermosa overcrossing to Avenida Vaquero undercrossing in the City of San Clemente. The work will consist of grinding and re-paving the highway and is scheduled to take place from 10 p.m. to 5 a.m., Monday through Friday, and from 11 p.m. to 8 a.m. on weekends. One or two lanes in either direction may be closed while work is in progress. The re-paving process will cause some noise and dust and traffic congestion. Construction work is currently underway on the I-5 from the San Diego County Line to El Camino Real. It is Caltrans' intent that both projects will be coordinated so as to not cause additional delays and access to residents and businesses will be maintained at all times. Buyer is advised to contact Caltrans if the buyer is concerned about the impact this construction may have on the property and/or its surrounding neighborhood.
- 22. ORANGE COUNTY/SAN CLEMENTE WILDLIFE:** Buyer is aware that Orange County, in general, is the home to numerous types of wildlife, including, but not limited to, coyotes, rattlesnakes, raccoons, skunks and possums. Animal shelters recommend that, in order to avoid coyotes, domestic animals be kept inside as much as possible, except when accompanied by their owners. The shelters also state that rattlesnakes are particularly prevalent in the spring, mostly in new developments and those located next to rattlesnakes' natural environments. If the buyer is concerned about these issues, the broker recommends that the buyer contact the appropriate experts, or the appropriate governmental agencies.
- 23. DESIGN REVIEW:** If required by local ordinance, homeowner association rules or architectural committees: new buildings, structures, physical improvements, relocations, additions, extensions and exterior changes thereto may be subject to design review whether or not a building or other type of permit is required. Broker(s) are not knowledgeable about such localized regulations, etc. and it is recommended that Buyer investigate these matters with their own expert to satisfy Buyer.
- 24. EQUESTRIAN PROPERTY:** Before purchasing property for equestrian use, Buyer(s) should thoroughly investigate zoning requirements, trail accessibility, building and permit requirements, site dimensions, drainage, water sources, available services, vehicle access, topography and all other issue (s) that may affect buyer's availability to enjoy or develop potential equestrian property.
- 25. PROPERTY TAXATION, MELLO-ROOS, AND IMPROVEMENT BOND ACT OF 1915:** Buyers are advised to inquire as to the true effective "rate" of property taxation. Rates may vary depending on a variety of factors including without limitation, bonded indebtedness, community college, flood control purchase and/or preservation of certain designated areas. Buyers are aware that many properties may be affected by a variety of "hidden" taxation such as Mello-Roos special tax districts or the Improvement Bond Act of 1915, etc. Buyer is advised to consult with the County Tax Assessor's Office, other taxing entities, and their own experts to identify all property tax related issues.

Buyer and seller acknowledge receipt of this page

Buyer's Initials
Seller's Initials

[Handwritten initials]

Reviewed by Broker or Designee _____	Date _____
---	------------

BOE-502-AH (FRONT) REV. 3 (8-06)

CHANGE OF OWNERSHIP STATEMENT
REAL PROPERTY/MANUFACTURED HOMES
SUBJECT TO LOCAL PROPERTY TAXES

GARY L. ORSO
ASSESSOR-COUNTY CLERK-RECORDER
RIVERSIDE COUNTY
COUNTY ADMINISTRATIVE CENTER
4080 LEMON STREET
P.O. Box 12004
Riverside, CA 92502-2204
(909) 955-6200

Name and Address of Buyer/Transferee
327100004-1

RAUL MARTINEZ ET AL

12616 VERDURA AVE
DOWNEY CA 90242

Correct mailing address, if necessary.

FOR ASSESSOR'S USE ONLY:

Con _____

Adj _____

Parcel Number(s)

327100004-1 YY
Y04

Property Address/
Legal Description

FOR TOTAL DESCRIPTION SEE ASSESSORS MAPS

Recorder's Number

0910265 STT 11/18/2003

Seller/Transferor _____

(last name, first name(s), initial)

File This Statement By: SEP 28, 2004

IMPORTANT NOTICE

The law requires any transferee acquiring an interest in real property or manufactured home subject to local property taxation, and that is assessed by the Assessor, to file a Change of Ownership Statement with the County Recorder or Assessor. The Change of Ownership Statement must be filed at the time of recording or, if the transfer is not recorded, within 45 days of the date of the change in ownership, except that where the change in ownership has occurred by reason of death the statement shall be filed within 150 days after the date of death or, if the estate is probated, shall be filed at the time the inventory and appraisal is filed. The failure to file a change in ownership statement within 45 days from the date of a written request by the Assessor results in a penalty of either: (1) One hundred dollars (\$100), or (2) 10 percent of the taxes applicable to the new base year value reflecting the change in ownership of the real property or manufactured home, whichever is greater, but not to exceed two thousand five hundred dollars (\$2,500) if that failure to file was not willful. This penalty will be added to the assessment roll and shall be collected like any other delinquent property taxes, and be subject to the same penalties for nonpayment.

This notice is a written request from the Office of the Assessor for a Change of Ownership Statement. If you do not file this statement, it will result in the assessment of a penalty. This statement will be held secret as required by section 481 of the Revenue and Taxation Code.

The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the Riverside County Assessor. For further information on your supplemental roll obligation, please call the Riverside County Assessor at (909) 955-6200

PART I: TRANSFER INFORMATION

Please answer all questions.

YES NO

- A. Is this transfer solely between husband and wife (addition of a spouse, death of a spouse, divorce settlement, etc.)?
B. Is this transaction only a correction of the name(s) of the person(s) holding title to the property? (e.g., a name change upon marriage)?
C. Is this document recorded to create, terminate, or reconvey a lender's interest in the property?
D. Is this transaction recorded only as a requirement for financing purposes or to create, terminate or reconvey a security interest (e.g., cosigner)?
E. Is this document recorded to substitute a trustee under a deed of trust, mortgage, or other similar document?
F. Did this transfer result in the creation of a joint tenancy in which the seller (transferor) remains as one of the joint tenants?
G. Does this transfer return property to the person who created the joint tenancy (original transferor)?
H. Is this transfer of property:
1. to a trust for the benefit of the Grantor Grantor's spouse?
2. to a trust revocable by the transferor?
3. to a trust from which the property reverts to the grantor within 12 years?
I. If this property is subject to a lease, is the remaining lease term 35 years or more including written options?
*J. Is this a transfer between parent(s) and child(ren)? Yes No or from grandparent(s) to grandchild(ren)? Yes No
*K. Is this transaction to replace a principal residence by a person 55 years of age or older? Within the same county? Yes No
*L. Is this transaction to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5? Within the same county? Yes No

*If you answered yes to J, K or L, you may qualify for a property tax reassessment exclusion, which may result in lower taxes on your property. If you do not file a claim, it will result in the reassessment of the property.

Please provide any other information that would help the Assessor to understand the nature of the transfer.

IF YOU HAVE ANSWERED YES TO ANY OF THE ABOVE QUESTIONS EXCEPT J, K, OR L, PLEASE SIGN AND DATE, OTHERWISE COMPLETE THE REVERSE SIDE.

Fax fax Fax Fax

name PAUL MARTINEZ

to JENNIFER...

Date 02-04-14.....

Time 9:40 AM.....



First American Title Company

3625 Fourteenth Street
Riverside, California 92501
(909) 787-1700

Title Transmittal

Dated: April 08, 2004

Raul Martinez
Palomar Road
Nuevo, CA 92567

RE: 0625-1310614
Raul Martinez
2946JP
No Situs Address

Enclosed please find your Policy of Title Insurance.

Terria Jeglum
Title Officer



First American Title Company

3625 Fourteenth St., Riverside CA 92501 (909) 787-1700 www.firstam.com

NOTE: THIS LETTER CONTAINS IMPORTANT INFORMATION ABOUT THE REAL ESTATE TRANSACTION YOU HAVE RECENTLY COMPLETED. PLEASE READ THOROUGHLY AND RETAIN WITH YOUR OTHER VALUABLE PAPERS PERTAINING TO YOUR PROPERTY.

The new home or other real estate you have purchased is protected with a Policy of Title Insurance issued by *First American Title Company*. This is your guarantee of ownership.

We have assigned the enclosed policy number to your records to assure prompt processing of any future title orders involving the property. Should you decide to sell or obtain a loan on this property in the future, *First American Title Company* can offer you the following discounts on your title insurance policies:

- ❖ Reduced usual policy rate by 20% on a sale transaction completed within 5 years of the acquisition date.
- ❖ Reduced usual policy rate by 30% on any Refinance transaction.
- ❖ Reduced usual policy rate an ADDITIONAL 10% if you are 55 years of age or older.

To take advantage of these savings, be sure to request that the escrow or loan officer forward the enclosed policy number and information to us with the order for title insurance.

We appreciate the opportunity to serve you and will be glad to assist you in any way we can, remembering that **PROTECTION OF YOUR PROPERTY IS YOUR FIRST CONSIDERATION - AND OURS.**

Chris Clemens
Vice President
County Manager

Form No. 1402.92 (10/17/92)

ALTA Standard Owner's Policy
Western Regional Exceptions

Order Number: 0625-
1310614

Page Number: 2

SCHEDULE A

Premium: \$594.00

Amount of Insurance: \$145,000.00

Policy Number: 0625-1310614

Date of Policy: March 10, 2004 at 8:00 a.m.

1. Name of insured:

Raul Martinez, a single man

2. The estate or interest in the land which is covered by this policy is:

A fee.

3. Title to the estate or interest in the land is vested in:

Raul Martinez, a single man

4. The land referred to in this policy is described as follows:

Real property in the City of Nuevo, County of Riverside, State of California, described as follows:

LOT 564 OF ROMOLA FARMS 6B, AS SHOWN BY MAP ON FILE IN BOOK 14 PAGE 75, OF MAPS,
RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

APN: 309-210-013-7

Form No. 1402.92 (10/17/92)

ALTA Standard Owner's Policy
Western Regional ExceptionsOrder Number: 0625-
1310614

Page Number: 3

SCHEDULE B
EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART ONE

SECTION ONE

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

SECTION TWO

1. General and special taxes and assessments for the fiscal year 2004-2005, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. An easement for pole lines and incidental purposes, recorded November 25, 1927 in Book 739, Page 363 of Deeds.
In Favor of: Southern Sierras Power Company
Affects: Over, along, across or beneath all streets, alleys, highways, and public places and all division property lines (except such lines as coincide with boundary lines of streets and alleys), as shown on the map of said tract

Form No. 1402.92 (10/17/92)

Order Number: 0625-
1310614ALTA Standard Owner's Policy
Western Regional Exceptions

Page Number: 4

4. An easement for pipelines and incidental purposes, recorded July 19, 1933 in Book 129, Page 50 of Official Records.
In Favor of: Watson Water Company, a Corporation
Affects: Cannot be located from the records
5. An easement for pipelines and incidental purposes, recorded June 6, 1935 in Book 236, Page 83 of Official Records.
In Favor of: Home Farms Water Company
Affects: Cannot be located from the records
6. An easement for either or both pole lines, conduits or underground facilities and incidental purposes, recorded December 19, 1952 in Book 1426, Page 51 of Official Records.
In Favor of: California Electric Power Company
Affects: Beginning on the South line of Lot 550 at a point 77 feet East of the Southwest corner thereof; Thence North 1° 10' East 25 feet to a point in said Lot 550
7. An easement shown or dedicated on the Map as referred to in the legal description
For: Road purposes and incidental purposes.
8. An easement for aerial and/or underground electric or communication structures and incidental purposes, recorded October 5, 1976 as Instrument No. 149044 of Official Records.
In Favor of: Southern California Edison Company, a Corporation
Affects: The land
9. Information in possession of the Company indicates that a division of land may have occurred involving the land described herein. Although the policy or policies of title insurance contemplated hereby will not insure against loss or damage by reason of any claim that the land described herein may not constitute a lawfully created parcel according to the Subdivision Map Act (Section 66410 et seq. of the California Government Code) and local ordinances adopted pursuant thereto, the city/county of Riverside may require one or more of the following prior to issuance of permits for development of the land:
 - a. A certificate of compliance recorded in the public records.
 - b. Filing of a final map or parcel map.
 - c. A waiver of a final map or parcel map.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

Form No. 1402.92 (10/17/92)

Order Number: 0625-
1310614ALTA Standard Owner's Policy
Western Regional Exceptions

Page Number: 5

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- 1.(a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the land;
 - (ii) the character, dimensions or location of any improvement now or hereafter erected on the land;
 - (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or
 - (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS**1. DEFINITION OF TERMS.**

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (d) "land": the land described or referred to in Schedule (A), and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A), nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions from Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.
- (g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either

- (i) an estate or interest in the land, or
- (ii) an indebtedness secured by a purchase money mortgage given to an insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

First American Title

Form No. 1402.92 (10/17/92)

Order Number: **0625-
1310614**ALTA Standard Owner's Policy
Western Regional Exceptions

Page Number: 6

The insured shall notify the Company promptly in writing

(i) in case of any litigation as set forth in Section 4(a) below,

(ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or

(iii) if title to the estate or interest, an insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by an insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to an insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(b) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(c) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b) (i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

Form No. 1402.92 (10/17/92)

Order Number: 0625-
1310614ALTA Standard Owner's Policy
Western Regional Exceptions

Page Number: 7

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or (ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement. The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule (A)(C) consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the Insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION.

Form No. 1402.92 (10/17/92)

Order Number: 0625-
1310614ALTA Standard Owner's Policy
Western Regional Exceptions

Page Number: 8

Unless prohibited by applicable law, either the Company or the Insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at 1 First American Way, Santa Ana, California 92707, or to the office which issued this policy.

Silvercrest Realty Inc., Escrow Division
6349 Riverside Avenue,
Riverside, CA 92506
(909)-779-2490 * Fax (909)-778-1478

ADDENDUM TO "VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS"

Silvercrest Realty Inc., Escrow Division
6349 Riverside Avenue
Riverside, CA 92506

Escrow Officer: JENNIFER PERKINS



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 942867
SACRAMENTO CA 94267-0011

546-94 ~~7675~~
496300410006

Notice Date 01/13/14

01131409+++++++ [REDACTED] 000000000000000000000000167818258

Notice of State Income Tax Due

Check this box and indicate new address on reverse.

Account Number: [REDACTED]

Tax Year(s): 2009

Balance Due: \$ 16,781.82

Due Date: 01/28/14

RAUL MARTINEZ
1857 W 146TH ST
GARDENA CA 90249-3323

Return this part with your payment

Keep this part for your records

NOTICE ID: 14W2L9WW9GA5

This notice summarizes the amount due on your personal income tax account with the State of California. If you believe you do not owe the amount, contact us immediately.

THE PROPOSED ASSESSMENT FOR TAX YEAR 2009 IS NOW FINAL AND MUST BE PAID. FAILURE TO PAY THE AMOUNT DUE WITHIN 15 DAYS MAY RESULT IN THE ASSESSMENT OF A COLLECTION FEE. IF YOU OWE FOR ANY OTHER YEARS, A SEPARATE NOTICE WILL BE SENT.

The amount due reflects all payments or credits received through 01/07/14. If you paid the full amount after this date, please disregard this notice. If you paid the full amount before this date, contact us immediately with proof of payment. If you write to us, please provide a daytime or evening telephone number. We may need to call you for additional information. If your estimated tax or extension payments exceed \$20,000 or your total tax liabilities exceed \$80,000, you must make all payments electronically, regardless of the tax year or amount (Revenue and Taxation Code 19011.5). Payments made by other means result in a penalty of 1 percent of the amount paid. For more information, refer to the enclosed FTB 1140, *Personal Income Tax Collection Information*, or go to ftb.ca.gov and search for **mandatory e-pay**. If you are not required to make electronic payments, you can pay online with Web Pay. Go to ftb.ca.gov and search for **payment options**. If you pay by check or money order, write your account number on your payment to ensure we accurately credit your account. If we do not receive the balance due within 30 days from the date of this notice, we may file a state tax lien against your property per Government Code Section 7171.

Summary of Balance Due

TAX YEAR	TAX	PENALTY*	PENALTY ** CODE	*INTEREST	COLLECTION COSTS	PAYMENTS AND ADJUSTMENTS	TOTAL
2009	10,168.00	4,575.60	AD	2,038.22	0.00	0.00	16,781.82

** Other Liability Code ==> Other Liability Total ==> 0.00

Pay This Amount ==> \$ 16,781.82

*Penalties, interest and your rights as a California taxpayer are explained on the enclosed insert FTB 1140.

**Penalty codes and other liability codes are listed on the back.

Telephone: 800.852.2753 Fax: 916.845.0993 TTY/TDD: 800.822.6268

County Administrative Center- 4th Floor
4080 Lemon Street, P.O. Box 12005
Riverside, CA 92502-2205
(951) 955-3900
(951) 955-3990 - Fax

Palm Springs Office
997 E Tahquitz Canyon Way, Suite A
Palm Springs, CA 92262

Temecula Office
40935 County Center Drive, Suite C
Temecula, CA 92591



**COUNTY OF RIVERSIDE
TREASURER-TAX COLLECTOR**

E-mail: ttc@co.riverside.ca.us
www.countytreasurer.org

June 2, 2011

MARTINEZ, RAUL
12616 VERDURA AVE
DOWNEY CA 90242, CA 90242
Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 309210055-5 Item: 67
Situs Address:
Assessee: Martinez, Raul
Date Sold: March 15, 2011
Date Deed to Purchaser Recorded: May 18, 2011
Final Date to Submit Claim: May 21, 2012

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3842.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT
TREASURER-TAX COLLECTOR

By Susan Loera
Deputy

Property Address APN 309-210-013 Date 1/26/04

Seller hereby authorizes any agent representing any principal in this transaction to provide a copy of this addendum to any person or entity in connection with any actual or anticipated sale of the property. Seller states the information herein is true and correct to the seller's knowledge as of the date signed by the seller. Buyer is strongly advised to investigate all information further, to conduct all further tests, studies and/or investigations which buyer feels is necessary to satisfy buyer's understanding of the condition of the subject property to the buyer's complete satisfaction. Buyer and seller have read and acknowledge receipt of a copy of this addendum. The broker and the broker's agents have not verified any statements made by seller or third parties.

Seller *Joseph W. Phillips* (signature) Date 01-26-04

Seller *Kathleen A. Phillips* (signature) Date 01-26-04

Buyer _____ (signature) Date _____

Buyer _____ (signature) Date _____

Reviewed by _____
Broker or Designee _____ Date _____

Silvercrest Realty Inc., Escrow Division

6349 Riverside Avenue,

Riverside, CA 92506

(909)-779-2490 * Fax (909)-778-1478

Date: January 30, 2004

Escrow No.: 2946-JP

Mail

Raul Martinez

12616 Verdura Ave.

Downey, CA 90242

An escrow in your name is open at this office, and we would appreciate your complying with the instructions below, opposite all items marked by an "X", if satisfactory.

	HOME WARRANTY	COPY FOR YOUR RECORDS
X	RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS	SIGN AND RETURN; RETAIN COPY FOR YOUR RECORDS
X	CAL FIRPTA FORM	SIGN AND RETURN
	INITIAL DEPOSIT RECEIPT	COPY FOR YOUR RECORDS
	ZONE REPORT	SIGN AND RETURN; RETAIN REPORT FOR YOUR RECORDS
	PRELIM/CC&RS & APPROVAL	SIGN AND RETURN; RETAIN REPORT FOR YOUR RECORDS
X	STATEMENT OF IDENTITY/VESTING WORKSHEET	FILL IN COMPLETELY, SIGN AND RETURN
X	PRELIMINARY CHANGE OF OWNERSHIP	SIGN LAST PAGE AND RETURN. ESCROW HOLDER WILL COMPLETE PRIOR TO THE CLOSE OF ESCROW.
X	PRIVACY ACT NOTICE	SIGN AND RETURN, IF YOU CHOOSE TO "OPT-OUT"
X	FIRE INSURANCE INFORMATION	FILL IN COMPLETELY, SIGN AND RETURN
	INTERSPOUSAL DEED	SIGN AND ACKNOWLEDGE BEFORE A NOTARY PUBLIC EXACTLY THE WAY NAME ON DOCUMENTS, AND RETURN TO US.
	TERMITE REPORT	SIGN AND RETURN

Please retain copies for your files.

Your prompt deliver of these items will assist us in the completion of your escrow.

Very truly yours,

JENNIFER PERKINS

Escrow Officer

A self-addressed return envelope has been provided for your early response.

Property: APT. 300-210-018 LOT 564, NUTWOOD CA 92567 Date: January 12, 2004

37. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit shall be returned, unless the offer is Signed by Seller, and a Copy of the Signed offer is personally received by Buyer, or by _____ who is authorized to receive it by 5:00 PM on the third calendar day after this offer is signed by Buyer (or, if checked, by _____ (date), at _____ AM PM).

Date _____
BUYER _____
By _____
Name Printed RADZ MANTOBE
Title _____
Address _____

Date _____
BUYER _____
By _____
Name Printed _____
Title _____
Address _____

38. BROKER COMPENSATION FROM SELLER:
A. Upon Close Of Escrow, Seller agrees to pay compensation to Broker as specified in a separate written agreement between Seller and Broker.
B. If escrow does not close, compensation is payable as specified in that separate written agreement.
39. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to deliver a Signed Copy to Buyer.
 (if checked) SUBJECT TO ATTACHED COUNTER OFFER, DATED 1/17/04

Date _____
SELLER _____
By _____
Name Printed JOSEPH PHILLIPS
Title _____
Address _____


Date _____
SELLER _____
By _____
Name Printed _____
Title _____
Address _____

(_____/_____) Confirmation of Acceptance: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent (Initials) on (date) _____ at _____ AM PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:
A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
B. Agency relationships are confirmed as stated in paragraph 32.
C. If specified in paragraph 2A, Agent who submitted offer for Buyer acknowledges receipt of deposit.
D. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept out of Listing Broker's proceeds in escrow: (i) the amount specified in the MLS or PDS, provided Cooperating Broker is a Participant of the MLS or PDS in which the Property is offered for sale or a reciprocal MLS or PDS, or (if checked) (ii) the amount specified in a separate written agreement (C.A.R. Form CBC) between Listing Broker and Cooperating Broker.
Real Estate Broker (Selling Firm) Prudential CA Realty
By _____ Date January 12, 2004
Address 6349 Riverside Ave City Riverside State CA Zip 92506
Telephone (909) 779-2409 Fax (909) 787-8397 E-mail _____
Real Estate Broker (Listing Firm) Prudential CA Realty
By _____ Date January 12, 2004
Address 6349 Riverside Ave City Riverside State CA Zip 92506
Telephone (909) 779-2409 Fax (909) 787-8397 E-mail _____

ESCROW HOLDER ACKNOWLEDGMENT:
Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ _____, counter offer numbers _____ and _____, and agrees to act as Escrow Holder subject to paragraph 33 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.
Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____
Escrow Holder SILVER CREST REALTY, INC.
By _____ Escrow # 2946 JP
Address 6349 Riverside Ave Date 01/30/04
Phone/Fax/E-mail Riverside, CA 92506 909-779-2490
Escrow Holder is licensed by the California Department of Corporations, Insurance, Real Estate, License # _____

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.
This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

 Published by the California Association of REALTORS® 

Fax fax Fax Fax

name Paul MARTINEZ

to. ALRIAN

Date 10-07-2013

Time 4:30 P.M.

Silvercrest Realty Inc., Escrow Division

6349 Riverside Avenue, .

Riverside, CA 92506

(909)-779-2490 * Fax (909)-778-1478

Date: May 4, 2004

Raul Martinez

12616 Verdura Ave.

Downey, CA 90242

Subject Property : Palomar Road Lot 564

Nuevo, CA. 92567

Escrow No.: 2946 - JP

Enclosed please find the following:

Policy of Title Insurance issued by FIRST AMERICAN TITLE for your records.

We hope this transaction was handled to your satisfaction, and that we may be of service to you again should you have the need for escrow services in the future.

Silvercrest Realty Inc., Escrow Division

JENNIFER D. PERKINS

ESCROW OFFICER

By: Jane Bealer

Title Policy Desk

Fax fax Fax Fax

name Paul MARTINEZ

to. ALBRIAN

Date 10-03-2013

Time 4:30 P.M.

*** TRUST ACCOUNTING RECEIPT ***

Silvercrest Realty Inc., Escrow Division
6349 Riverside Avenue
Riverside, CA 92506

BANK NO: COM: [REDACTED]
BANK NAME: COMERICA BANK

RECEIPT NUMBER: 5697 OFFICE: 01
DATE: 3/1/2004 TIME: 2:47:41PM
ESCROW NUMBER: 2946
ESCROW OFFICER: JP
PROPERTY: Palomar Road APN: 309-210-01 Lot 564
Nuevo, CA 92567

RECEIVED OF: Raul Martinez \$ 7,200.00
SEVEN THOUSAND TWO HUNDRED AND XX / 100 DOLLARS
DESCRIPTION: Additional Deposit

PAYMENT TYPE	CHECK NUMBER	ABA NUMBER	AMOUNT
Cashier's Check	[REDACTED]	[REDACTED]	\$7,200.00

SIGNATURE: _____



[REDACTED]

[REDACTED]

[REDACTED]



First American Title
 3625 Fourteenth Street
 Riverside, CA 92501
 Phone: (909) 787-1700 / Fax:

PR: 06243

Ofc: 0625

Final Invoice

To: Silvercrest Escrow
 6349 Riverside Avenue
 Second Floor
 Riverside, CA 92506-3163

Invoice No.: 62554156
Date: 03/10/2004
Our File No.: 0625-1310614
Title Officer: Terria Jeglum / 23310
Escrow Officer: /
Customer ID: 2053

Attention: Jennifer Perkins

Your Reference No.: 2946JP

RE: Property:
 No Situs Address, Nuevo, CA

Liability Amounts
Owners: \$145,000.00
Lenders:

Buyers: Raul Martinez
Sellers: Kathleen Phillips, Joe Phillips

Description of Charge	Invoice Amount
County Documentary Transfer Tax	\$159.50
PCOR	\$20.00
Eagle Owners Policy	\$594.00
Record Substitution & Reconveyance	\$21.00
Record Grant Deed	\$10.00

INVOICE TOTAL **\$804.50**

Comments:

Thank you for your business!

*To assure proper credit, please send a copy of this Invoice and Payment to:
 Attention: Accounts Receivable Department*

Silvercrest Realty Inc., Escrow Division
6349 Rivarside Avenue, .
Riverside, CA 92506
(909)-779-2490 * Fax (909)-778-1478

CAL-FIRPTA NOTICE AND DISCLOSURE

Property: Palomar Road APN: 309-210-01 Lot 564
Escrow No.: 2946 - JP

In accordance with Sections 18805 and 26131 of the Revenue and Taxation Code, a Buyer may be required to withhold an amount equal to 3 1/3 % of the sales price, in the case of a disposition of California real property interest by either:

1. A Seller who is an Individual with a last known street address outside of California or when the disbursement instructions authorized the proceeds to be sent to a financial intermediary of the Seller, OR,
2. A Seller is a Corporation, which has no permanent place of business in California.

For failure to withhold, the Buyer may become subject to a penalty in an amount equal to the greater of Ten Percent (10%) of the amount required to be withheld or Five Hundred Dollars (\$500.00).

However, notwithstanding any other provision included in the California statutes referenced above, no Buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The Total Consideration of subject property is \$100,000.00 or less, OR
2. The Seller executes a written certificate, under the penalty of perjury, certifying that the Seller is a resident of California, or if a Corporation, has a permanent place of business in California, OR
3. The Seller, who is an Individual, executes a written certificate, under the penalty of perjury, that the California real property being conveyed is the Seller's principal residence (as defined in Section 1034 of the Internal Revenue Code.)

The undersigned parties acknowledge that the Escrow Holder is required to provide to Buyer(s) written notification of California withholding requirements. This notification instructs Buyer(s) to withhold 3 1/3 % of the Total Consideration of the California real property herein, when CAL-FIRPTA is applicable.

The Buyer(s) acknowledge that it is his responsibility to instruct the Escrow Holder to withhold 3 1/3 % of the Total Consideration from the Seller(s) proceeds when CAL-FIRPTA is applicable.

The Seller(s) acknowledge that if all of the above conditions are met, the Seller(s) may apply for a Withholding Certificate to waive all or a portion of the withhold requirement. The Seller(s) can apply for the Withholding Certificate at the address provided below. If the Withholding Certificate to waive has been received prior to the close of escrow, the withhold amount will be waived at the close of escrow.

FRANCHISE TAX BOARD - WITHHOLDING AT SOURCE UNIT
P.O. BOX 651, SACRAMENTO, CA 95812-0651
(916) 845-4900 FAX (916) 845-4831

If the Withholding Certificate has not been received prior to the close of escrow, the parties shall sign an instruction to escrow to withhold proceeds pending the Seller's receipt of the Certificate. The funds will be held by Escrow Holder for a period of not more than 45 days after the close of escrow. If the Withholding Certificate has not been received within the 45 day time limit, the withhold amount shall be forwarded to the State of California.

If the Withholding Certificate is received either prior to the close of escrow or prior to the expiration of the 45 day holding period, the withhold amount shall be disbursed pursuant to the direction of the Withholding Certificate. If the Certificate waives the whole withhold amount, the Seller will receive the complete withhold amount; if the Certificate waives a portion of the withhold, the Seller will receive a portion of the amount and that portion required by the State will be forwarded to the State of California.

In any event, if all of the above withhold conditions are met and instructions are received from the Buyer to withhold, this escrow will not close unless the instructions to withhold is signed by both Buyer and Seller or a Withholding Certificate waiving the Withhold has been delivered to the Escrow Holder by the Seller prior to the close of escrow.

Raul Martinez

Joseph M. Phillips

Kathleen L. Phillips

Silvercrest Realty Inc., Escrow Division
6349 Riverside Avenue,
Riverside, CA 92506
(909)-779-2490 * Fax (909)-778-1478

ADDENDUM TO "VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS"

Silvercrest Realty Inc., Escrow Division
6349 Riverside Avenue
Riverside, CA 92506

Escrow Officer: JENNIFER PERKINS
Escrow No.: 2946-JP

Date: 1/28/2004 12:00:00 AM

Silvercrest Realty Inc., Escrow Division IS LICENSED BY THE DEPARTMENT OF REAL ESTATE, STATE OF CALIFORNIA, LICENSE NO. 01232768

Buyer shall deliver to you any instruments and/or funds required from Buyer to enable you to comply with these instructions, all of which you are authorized to use and/or deliver on or before February 26, 2004, and when you are in a position to obtain an ALTA-R HOMEOWNER'S Policy of Title Insurance through FIRST AMERICAN TITLE, provided that said policy has a liability of at least the amount of the total consideration which is \$145,000.00, covering the following described property in the Unincorporated area of Nuevo, County of RIVERSIDE, State of CALIFORNIA.

A portion of APN: 309-210-013, Lot 564 of Romola Farms 6B, as shown by Map on file in Book 14 Page 75, of Maps, Records of Riverside County, California

Property Address: Palomar Road APN: 309-210-01 Lot 564, Nuevo, CA. 92567 (NOT VERIFIED BY ESCROW HOLDER)

SHOWING TITLE VESTED IN: Raul Martinez

DISCLAIMER: PARTIES ARE AWARE THAT THE ESCROW HOLDER AND REAL ESTATE BROKER ARE THE SAME WITHIN THIS TRANSACTION OPERATING UNDER THE NAME OF SILVERCREST REALTY, INC., d.b.a. PRUDENTIAL CALIFORNIA REALTY AND d.b.a. SILVERCREST REALTY, INC., ESCROW DIVISION LICENSED BY THE CALIFORNIA DEPARTMENT OF REAL ESTATE, LICENSE NUMBER 01232768. AS SUCH, THIS REAL ESTATE BROKER IS COMPENSATED BOTH AS THE LISTING AND/OR SELLING AGENT AND THE ESCROW HOLDER.

ADDITIONAL ESCROW INSTRUCTIONS AND PROVISIONS

The parties to this escrow are made aware that Escrow Holder has no obligation to verify signatures of any of the parties involved.

Home Warranty: In the event the home warranty exceeds amount stated in purchase contract, escrow holder is hereby authorized and instructed to charge account of Buyer for any overage owed, per billing placed in escrow at the close of this escrow.

Franchise Tax Board/IRS Withholdings: Based on information provided to escrow holder by Seller on forms 593 and/or non-foreign status, *should property and/or seller qualify for withholding*, escrow holder is hereby authorized and instructed to pay Franchise Tax Board and/or Internal Revenue Service amounts based on the purchase price from Seller's net proceeds, at the close of escrow.

Time periods and compliance: Escrow Holder is released from any duty or responsibility to verify time periods, compliance and/or satisfaction for any time periods of the purchase agreement.

Facsimile Signatures: In the event any parties utilize "faxed" transmission of signatures on any instructions or documents required for the close of escrow, the escrow holder is authorized to accept same and to rely upon such documents as if they bore original signatures.

You are authorized and instructed to make pro-rations and adjustments as of the close of escrow, in regards to those items such as but not limited to, property taxes, homeowner association dues and any other sums in accordance with Purchase Agreement.

Buyer and Seller are aware that Escrow holder may incur certain expenses during the course of processing this escrow which must be paid in advance, including but not limited to: demand request fees, notary fees, courier fees, overnight mail service, charges for city building reports, and homeowners association demand fees, if applicable. In the event any such advance fee is required in the course of processing, Escrow Holder is hereby authorized and instructed to issue payment for such fees from the funds deposited by Buyer, and charge the appropriate party at closing. All parties are aware that funds so released are NON-REFUNDABLE in the event of cancellation.

You shall not be responsible for the following: (1) the sufficiency or correctness as to form, manner of execution or validity of any

SELLER(S) INITIALS: _____ BUYERS COPY BUYER(S) INITIALS: _____

ESCROW NO:2946-JP

Date: January 28, 2004

documents deposited in this escrow: (2) the identity, authority, or right of any person executing the same, either as to documents of record or those handled in the escrow; or (3) the failure of any party to comply with any of the provisions of any agreement, contract or other instrument filed or deposited in this escrow or referred to in those escrow instructions. Your duties shall be limited to the safekeeping of money and documents received by you as Escrow Holder and for the disposition in compliance with the written instructions accepted by you in this escrow. You shall not be required to take any action regarding the collection, maturity, or apparent outlaw of any obligations deposited with you unless otherwise instructed in writing.

You are not to be held responsible in any way whatsoever for any personal property tax which may be assessed against any former or present owner of the subject property described in these escrow instructions, nor for the corporation or license tax of any corporation as a former or present owner.

If it is necessary, proper or convenient for the consummation of this escrow, you are authorized to deposit or have deposited funds or documents, or both, handed you under these escrow instructions with any duly authorized sub-escrow agent, including, but not limited to, any bank, trust company, title insurance company, title company, savings and loan association, or licensed escrow agent, subject to your order at or before close of escrow in connection with closing this escrow. Any such deposit shall be deemed a deposit under the meaning of these escrow instructions.

The parties to this escrow have satisfied themselves outside of escrow that the transaction covered by this escrow is not in violation of the Subdivision Map Act or any law regulation land division, zoning ordinances or building restrictions which may affect the land or improvements that are the subject of this escrow. You, as escrow holder, are relieved of all responsibility and liability in connection with such laws, ordinances, restrictions or regulations and are not to be concerned with any of their enforcement.

You shall make no physical inspection of the real property or personal property described in any instruments deposited in, or which is the subject of this escrow. You have made no representations or warranties concerning any such real property or personal property and are not to be concerned with nor liable for the condition of real property or personal property.

The parties authorize the recordation of any instrument delivered through this escrow if necessary or proper for the issuance of the required policy of title insurance or for the closing of this escrow. Funds, instructions or instruments received in this escrow may be delivered to, or deposited with any title insurance company to comply with the terms and conditions of this escrow.

You are to use your usual document forms or the usual forms of any title insurance company or title company and in our instructions insert dates and terms on the instruments if incomplete when executed.

If the date by which Buyer's or Seller's performances are due shall be other than your regular business day, such performances shall be due on your next succeeding business day.

You shall conduct no lien or title search of personal property regarding the sale or transfer of any personal property through this escrow. Should the parties desire that you conduct a lien or title search of personal property, the parties requesting the same shall deliver separate and specific written escrow instructions to you along with an agreement to pay your additional escrow fees

You shall not be responsible in any way whatsoever nor are you to be concerned with any question of usury in any loan or encumbrance, whether new or of record, which may arise during the processing of this escrow.

The parties agree to deliver to you all documents, instruments, escrow instructions and funds required to process and close this escrow in accordance with its terms.

You are instructed to provide title to the subject real property in the condition identified in the escrow instructions by the parties. You are not responsible for the contents or accuracy of any beneficiary demands and/or beneficiary statements delivered to you by the exiting lien holders. You are not required to submit any such beneficiary statements and/or demand to the parties for approval before the close of escrow unless expressly instructed to do so in writing. Should the parties desire to pre-approve any such beneficiary statement and/or demand, the parties requesting the same shall deliver separate and specific written escrow instructions to you.

You are not to be responsible in any way whatsoever nor to be concerned with the terms of any new loan or the content of any loan documents obtained by any party in connection with this escrow except to order such loan documents into the escrow file, transmit the loan documents to Buyer for execution and transmit the executed loan documents to lender. The parties understand and agree that you are not involved nor concerned with the approval and/or processing of any loan or the contents and effect of loan documents prepared by a lender.

The parties expressly indemnify and hold you harmless against third-party claims for any fees, costs or expenses where you have acted in good faith, with reasonable care and prudence and/or in compliance with these escrow instructions. You are not required to submit any such beneficiary statement and/or beneficiary demand to the parties for approval before the close of escrow unless expressly instructed to do so in writing. Should the party (ies) desire to pre-approve any such beneficiary statement and/or beneficiary demand, the party (ies) requesting the same shall deliver separate and specific written escrow instructions to you.

The Federal Tax Reform Act of 1986, as amended, and the California Revenue & Taxation Code, require certain transactions to be reported to the Internal Revenue Service and the California State Franchise Tax Board. In those transactions Seller will furnish a correct tax identification number to you so you can report this transaction as required by law. Seller understands that Seller may be subject to civil or criminal penalties for failure to do so.

The parties agree that you have the responsibilities of an Escrow Holder only and there are no other legal relationships established in

SELLER(S) INITIALS: _____ BUYER(S) INITIALS: _____

ESCROW NO:2946-JP

Date: January 28, 2004

the terms and conditions of the escrow instructions. In connection with this escrow: (1) You shall have no duty or responsibility of notifying any of the parties to this escrow of any sale, resale, loan, exchange or other transaction involving any of the subject real property or personal property; (2) You shall have no responsibility or duty to disclose any benefit, including, but not limited to financial gain, realized by any person, firm or corporation involving any of the subject real property or personal property; and (3) You shall have no responsibility or duty to disclose any profit realized by any person, firm or corporation including, but not limited to, any real estate broker, real estate sales agent and/or a party to any other transaction. If, however, you are instructed in writing by any party, Lender or other entitled person to disclose any sale, resale, loan, exchange or other transaction involving any of the subject real property or personal property or any profit realized by any person, firm or corporation to any party to this escrow, you shall do so without incurring any liability to any party. You shall not be liable for any of your acts or omissions done in good faith nor for any claims, demands, losses or damages made or suffered by any party to this escrow, excepting such as may arise through or be caused by your willful neglect or gross misconduct.

Buyer acknowledges that pursuant to the California Revenue & Taxation Code, a Change of Ownership form is required by the county recorder to be completed and affixed to any documents submitted for recording which evidence a conveyance of title. The Change of Ownership form shall be furnished to Buyer by you for Buyer's completion and execution. Buyer is aware that if Buyer does not complete the form in full, sign and return it to you before closing, a penalty will be assessed by the county recorder. If the Change of Ownership form is not filed after the close of escrow within the time limits set forth by the county recorder, several additional penalties will be assessed against the Buyer.

For information and assistance in completing the Change of Ownership form, Buyer may contact the County Recorder and Assessors offices in the county in which the subject property is located.

The parties shall cooperate with you in carrying out the escrow instructions they deposit with you and completing this escrow. The parties shall deposit into escrow, upon request, any additional funds, instruments, documents, instructions, authorizations, or other items that are necessary to enable you to comply with demands made on you by third parties, to secure policies of title insurance, or to otherwise carry out the terms of their instructions and close this escrow. If conflicting demands or notices are made or served upon you or any controversy arises between the parties or with any third person arising out of or relating to this escrow, you shall have the absolute right to withhold and stop all further proceedings in, and in performance of, this escrow until you receive written notification satisfactory to you of the settlement of the controversy by written agreement of the parties, or by the final order or judgment of a court of competent jurisdiction.

All Parties to this escrow, jointly and severally, promise to pay promptly on demand, as well as to indemnify you and to hold you harmless from and against all administrative governmental investigations, audit and legal fees, litigation and interpleader costs, damages, judgments, attorneys' fees, arbitration costs and fees, expenses, obligations and liabilities of every kind (collectively "costs") which in good faith you may incur or suffer in connection with or arising out of this escrow, whether said costs arise during the performance of or subsequent to this escrow, directly or indirectly, and whether at trial, or on appeal, in administrative action, or in an arbitration. You are given a lien upon all the rights, titles and interests of the parties and all escrow papers and other property and monies deposited into this escrow to protect your rights and to indemnify and reimburse you. If the parties do not pay any fees, costs or expenses due you under the escrow instructions or do not pay for costs and attorneys' fees incurred in any litigation, administrative action and/or arbitration, on demand, they each agree to pay a reasonable fee for any attorney services which may be required to collect such fees or expenses, whether attorneys' fees are incurred before trial, on appeal or in arbitration.

ALL NOTICES, DEMANDS AND INSTRUCTIONS MUST BE IN WRITING. No notice, demand, instruction, amendment, supplement or modification of these escrow instructions shall be of any effect in this escrow until delivered in writing to you and mutually executed by all parties.

Any purported oral instruction, amendment, supplement, modification, notice or demand deposited with you by the parties or either of them shall be ineffective and invalid. You are to be concerned only with the directives expressly set forth in the escrow instructions, supplements and amendments thereto, and are not to be concerned with nor liable for items designated as "memorandum items" in the escrow instructions. These escrow instructions may be executed in counterparts, each of which shall be deemed an original regardless of the date of its execution and delivery. All such counterparts together shall constitute the same document.

The parties acknowledge and understand that you, as Escrow Holder, are not authorized to practice law nor do you give financial advice. The parties are advised to seek legal and financial counsel and advice concerning the effect of these escrow instructions. The parties acknowledge that no representations are made by you about the legal sufficiency, legal consequences, financial effects or tax consequences of the within escrow transaction.

Your Escrow Holder agency shall terminate six (6) months following the date last set for close of escrow and shall be subject to earlier termination by receipt by you of mutually executed cancellation instructions. If this escrow was not closed or cancelled within the described six (6) month period, you shall have no further obligations as Escrow Holder except to disburse funds and documents pursuant to written escrow instructions and to interplead or otherwise dispose of funds and documents in accordance with a validly issued and validly served order from a court of competent jurisdiction. If the conditions of this escrow have not been complied with at the expiration date in these escrow instructions, you are instructed to complete the conditions at the earliest possible date, unless Buyer or Seller have made written demand upon you for the return of the funds and/or instruments deposited by Buyer or Seller for cancellation of this escrow.

Should demands be made upon you, you may withhold and stop all further proceedings in this escrow without liability for interest on funds held or for damages until mutual cancellation instructions signed by all parties shall have been deposited with you. The parties, jointly and severally, agree that if this escrow cancels or is otherwise terminated and not closed, the parties shall pay for any costs and expenses which you have incurred or have become obligated for under these escrow instructions, including, but not limited to,

SELLER(S) INITIALS: _____ BUYER(S) INITIALS: _____

ESCROW NO:2946-JP

Date: January 28, 2004

attorneys' fees and costs and reasonable escrow fees for the services rendered by you, the parties agree that such costs and expenses shall be paid and deposited in escrow before any cancellation or other termination of this escrow is effective. The parties agree that said charges for expenses, costs and fees may be apportioned between Buyer and Seller in a manner which, in your sole discretion, you consider equitable, and that your decision will be binding and conclusive upon the parties. Upon receipt of manual cancellation instructions or a final order or judgement of a court of competent jurisdiction with accompanying writs of execution, levies or garnishments, you are instructed to disburse the escrow funds and instruments in accordance with such cancellation instruction, order or judgement and accompanying writ and this escrow shall, without further notice be considered terminated and cancelled.

If any check submitted to you is dishonored upon presentment for payment, you are authorized to notify all parties to the within escrow, their respective real estate brokers and real estate agents and any other person or entity you deem in your sole discretion necessary to notify.

The parties agree to release you from any and all liability of any kind or nature and to indemnify you from any loss, damages, claims, judgements or costs of any kind or nature resulting from or related to the release or discharge of hazardous or toxic wastes on the subject property whether it occurred in the past or present or may occur in the future which release or discharge is in violation of law, in excess of any state and federal standards, permit requirements and/or disclosure requirements existing at this time or which may exist at a future time. The parties represent that they made their own assessment of the condition of the subject property and have not relied on any of you representations in making the assessment. The parties are advised to seek independent legal and technical environmental expert advice is assessing the risks associated with potential hazardous or toxic wastes.

In these escrow instructions, wherever the context so requires, the masculine gender includes the feminine and/or neuter and the singular number includes the plural.

You are authorized to destroy or otherwise dispose of any and all documents, papers escrow instructions, correspondence and records or other material constituting or pertaining to this escrow at any time after five (5) years from the date of: (1) the close of escrow; (2) the date of cancellation; or (3) the date of the last activity without liability and without further notice to the parties.

THE FOREGOING INSTRUCTIONS AND THOSE "ADDITIONAL ESCROW INSTRUCTIONS AND PROVISIONS" INCORPORATED HEREIN AND MADE A PART HEREOF ARE APPROVED AND ACCEPTED IN THEIR ENTIRETY AS FULLY SET OUT IN THIS PARAGRAPH. EACH OF THE UNDERSIGNED SELLER(S) AND BUYER(S) HEREBY AUTHORIZE ESCROW AGENT TO FURNISH COPIES OF CLOSING STATEMENTS TO LENDER/MORTGAGE BROKER AND/OR REAL ESTATE BROKER/AGENT(S) INVOLVED.

I/We will pay, on demand, regardless of the consummation of this escrow, all charges incurred by you for me/us, including fee for preparing instruments I/we execute, recording charges and your customary buyer's escrow fee.

I/We have received a copy of these instructions.

BUYER'S SIGNATURE(s):

Raul Martinez

I/We will hand you all instruments and money necessary of me/us to enable you to comply therewith, including a deed to the property described, executed in favor of the vestees, which you are authorized to use and deliver when you hold in this escrow for my/our account the above sum, and any pro-rata adjustments and instruments deliverable to me under these instructions. From funds due me/us, pay at the close of escrow any encumbrances of record, plus accrued interest, prepayment penalty or other charges and bonus if any, bonds, and/or assessments necessary to comply with same, and/or pay any delinquent monthly installment(s) on existing encumbrance(s) as disclosed by beneficiary statement(s), without my/our subsequent approval.

Instruct the Title Company to begin search of title at once. Deduct and pay from proceeds due me/us, any expenses incurred in my/our behalf including charges for assurance of title, for sending in offset, or beneficiaries' statement(s) and/or demand(s), Documentary Transfer Tax on Deed, filling in, acknowledging, and recording any document(s) necessary on my/our part, including recording of purchase price encumbrance(s) and seller's escrow fee as charged.

I/We have received a copy of these instructions.

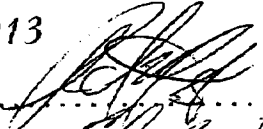
SELLER'S SIGNATURE(s):

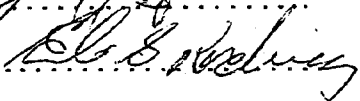
Joseph M. Phillips

SELLER(S) INITIALS: _____ BUYER(S) INITIALS: _____

September, 27, 2013

I Raul Martinez relinquish the right to the money that is keep by the sale of mine property 23942 Palomar rd Nueva CA 92567 by the county of River side to Eli S Rodriguez on this day September, 27, 2013

Raul Martinez 

Eli S Rodriguez 

Called Eli for address:

9262 WALKER ST.
CYPRESS, CA 90630

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of ORANGE

On 10-02-2013 before me, NEHA PAVAGADHI, NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared RAUL GARCIA MARTINEZ AND RODRIGUEZ ELI S.

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.

Neha Pavagadhi

Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Letter of Relinquishing
(Title or description of attached document)

the right to money for sale
(Title or description of attached document continued) of

Number of Pages 01 Document Date 09-27-13 have

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

Fax fax Fax Fax

name Eli Rodriguez

to Adrian.....

Date 02/10/14.....

Time 1:45 pm 4 page.....

JEN,

THIS IS FOR TC 189 #67.

I DONT RECALL RECEIVING THE 1st REQUEST.

3/3/14 4:07pm

AP

- need paper trail connecting him
to parcel # 309210055-5

RECEIVED
2014 MAR -3 PM 3:20
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

02/10/14

To Adrian this is my 2 recues concerning the money that the city of River side is hording from the sale of the property belonging to Raul Martinez and Eli Rodriguez. Please let me know where you are with the paper work. Thank you for your time This is mine cell number 714/209/3170 home 714/7233630 fax

714/723/3630

9262 WALKER ST.
CYPRESS, CA 90630



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 942867
SACRAMENTO CA 94267-0011



496300410006

Notice Date 01/13/14

01131409+++++++000000000000000000000000167818258

Notice of State Income Tax Due

Check this box and indicate new address on reverse.

Account Number: [REDACTED]

Tax Year(s): 2009

Balance Due: \$ 16,781.82

Due Date: 01/28/14

RAUL MARTINEZ
1857 W 146TH ST
GARDENA CA 90249-3323

Return this part with your payment

Keep this part for your records

NOTICE ID: 14W2L9WW9GA5

This notice summarizes the amount due on your personal income tax account with the State of California. If you believe you do not owe the amount, contact us immediately.

**THE PROPOSED ASSESSMENT FOR TAX YEAR 2009 IS NOW FINAL AND MUST BE PAID.
FAILURE TO PAY THE AMOUNT DUE WITHIN 15 DAYS MAY RESULT IN THE ASSESSMENT
OF A COLLECTION FEE.
IF YOU OWE FOR ANY OTHER YEARS, A SEPARATE NOTICE WILL BE SENT.**

The amount due reflects all payments or credits received through 01/07/14. If you paid the full amount after this date, please disregard this notice. If you paid the full amount before this date, contact us immediately with proof of payment. If you write to us, please provide a daytime or evening telephone number. We may need to call you for additional information. If your estimated tax or extension payments exceed \$20,000 or your total tax liabilities exceed \$80,000, you must make all payments electronically, regardless of the tax year or amount (Revenue and Taxation Code 19011.5). Payments made by other means result in a penalty of 1 percent of the amount paid. For more information, refer to the enclosed FTB 1140, *Personal Income Tax Collection Information*, or go to ftb.ca.gov and search for **mandatory e-pay**. If you are not required to make electronic payments, you can pay online with Web Pay. Go to ftb.ca.gov and search for **payment options**. If you pay by check or money order, write your account number on your payment to ensure we accurately credit your account. If we do not receive the balance due within 30 days from the date of this notice, we may file a state tax lien against your property per Government Code Section 7171.

Summary of Balance Due

TAX YEAR	TAX	PENALTY*	PENALTY ** CODE	*INTEREST	COLLECTION COSTS	PAYMENTS AND ADJUSTMENTS	TOTAL
2009	10,168.00	4,575.60	A0	2,038.22	0.00	0.00	16,781.82
** Other Liability Code ==>						Other Liability Total ==>	
						0.00	
*Penalties, interest and your rights as a California taxpayer are explained on the enclosed insert FTB 1140.						Pay This Amount ==>	
						\$ 16,781.82	

**Penalty codes and other liability codes are listed on the back.

Telephone: 800.852.2753 Fax: 916.845.0993 TTY/TDD: 800.822.6268

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 189 Item 67 Assessment No.: 309210055-5

Assessee: MARTINEZ, RAUL

Situs:

Date Sold: March 15, 2011

Date Deed to Purchaser Recorded: May 18, 2011

Final Date to Submit Claim: May 21, 2012

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 3595 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. 2009-0131776 recorded on 3/19/2009. A copy of this document is attached here to. 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.

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 8th day of June, 2011 at Riverside, CA
County, State

Ben D. [Signature]
Signature of Claimant

Signature of Claimant

John Hine Temeova Nazd9
Bill Brumbaugh
Print Name

Print Name

42050 DLR Drive
Street Address

Street Address

Temeova, CA 92591
City, State, Zip

City, State, Zip

9515532000
Phone Number

Phone Number

EJ-001

DOC # 2009-0131776

03/19/2009 08:00A Fee: 12.00

Page 1 of 2

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



C 604

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number):

Recording requested by and return to:

JHCH TEMECULA, INC.
42050 DLR DRIVE
TEMECULA CA 92591

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

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			2						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
									604

12-

PLAINTIFF: JHCH TEMECULA, INC.

CASE NUMBER:

DEFENDANT: RAUL MARTINEZ

TES032513

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

RAUL MARTINEZ
3988 ASH STREET
LAKE ELSINORE, CA 92530

b. Driver's license no. [last 4 digits] and state:

Unknown

c. Social security no. [last 4 digits]:

Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):

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

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

3. Judgment creditor (name and address):

JHCH TEMECULA, INC.
42050 DLR DRIVE, TEMECULA, CA 92591

5. Original abstract recorded in this county:

a. Date:

b. Instrument No.:

Date:

3-18-09 BILL BRUMBAUGH

Bill Brumbaugh

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
\$ 3595.00

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

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

a. Amount: \$

b. In favor of (name and address):

8. a. Judgment entered on (date): 10-15-08

b. Renewal entered on (date):

9. This judgment is an installment judgment.

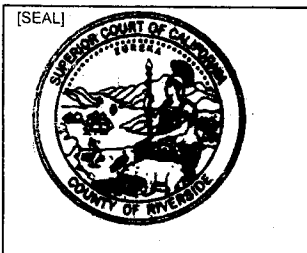
11. A stay of enforcement has

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.



This abstract issued on (date):

3/18/09 + 8

Clerk, by

[Signature]

Deputy

JOHN HINE TEMECULA MAZDA
FROM 42050 DLR DRIVE
TEMECULA, CA 92591

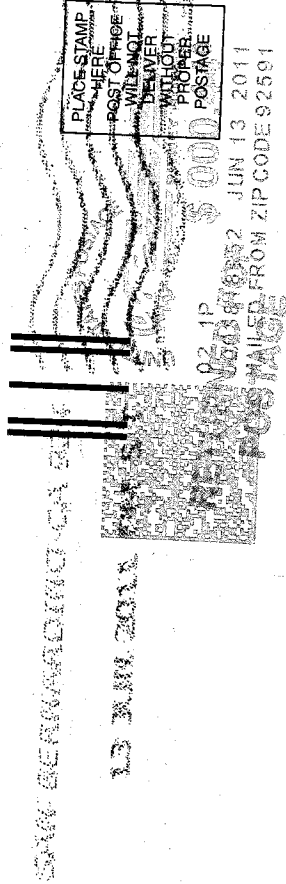
ZIP CODE

ATTN SUSAN LOERA - TAX SALE OPERATIONS
DATE FINAL DATE TO SUBMIT: MAY 21, 2012

ASSESSMENT NUMBER

309210055-5

EXCESS PROCEEDS
TC 189 ITEM 67



RIVERSIDE COUNTY TREASURER
P.O. BOX 12005
RIVERSIDE, CA 92502-1205 TREASURER-TAX COLLECTOR

JUN 14 2011

RECEIVED



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

To: Don Kent, Treasurer-Tax Collector
Re: Claim for Excess Proceeds
TC 189 Item 67 Assessment No.: 309210055-5
Assessee: MARTINEZ, RAUL
Situs:
Date Sold: March 15, 2011
Date Deed to Purchaser Recorded: May 18, 2011
Final Date to Submit Claim: May 21, 2012

RECEIVED
2011 JUN -7 PM 1:01
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 9052.67 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. 2010-0404188; recorded on 8/24/2010. A copy of this document is attached here to. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

- (1) Copy of the Judgment in favor of FORTIS CAPITAL II LLC and against Raul Martinez


(2) Copy of the recorded abstract of judgment

(3) Itemization of claim for excess proceeds.

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 6th day of June, 2011 at Orange, California
County, State



Signature of Claimant
Vijay S. Desai, Esq., attorney for FORTIS CAPITAL II LLC
LAW OFFICE OF CURTIS O. BARNES

Print Name
390 W. Cerritos Ave.

Street Address
Anaheim, CA 92805

City, State, Zip
866-477-8222-Ext 2062

Phone Number

Signature of Claimant

Print Name

Street Address

City, State, Zip

Phone Number

DOC # 2010-0404188

08/24/2010 08:00A Fee:26.00

Page 1 of 3

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:
VIJAY S. DESAI (SBN 217544)
LAW OFFICE OF CURTIS O BARNES
ROBERT T BARNES (SBN 228442)
390 WEST CERRITOS AVE.
ANAHEIM, CA 92805

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			3						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
NOTICE SENT					T:		CTY	UNI	006 216

Space above this line for recorder's use only



ABSTRACT OF JUDGMENT

Title of Document

TRA: _____

DTT: _____

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3:00 Additional Recording Fee Applies)

MAY 04 2010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number):

Recording requested by and return to:

VIJAY S DESAI (SBN 217544)
LAW OFFICE OF CURTIS O BARNES
ROBERT T BARNES (SBN 228442)
390 WEST CERRITOS AVENUE
ANAHEIM, CALIFORNIA 92805
866.477.8222

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

STREET ADDRESS: 4050 MAIN STREET
MAILING ADDRESS:
CITY AND ZIP CODE: RIVERSIDE, CA 92501
BRANCH NAME: CIVIL DIVISION

FOR RECORDER'S USE ONLY

PLAINTIFF: FORTIS CAPITAL II, LLC

CASE NUMBER:

DEFENDANT: RAUL MARTINEZ

RIC538758

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

RAUL MARTINEZ
11321 DAVIS ST
MORENO VALLEY, CA 925575002

LOC OB
MAY 25 2010

b. Driver's license No. [last 4 digits] and state:

c. Social security No [last 4 digits]:

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): RAUL MARTINEZ
11321 DAVIS ST; MORENO VALLEY, CA 92557-5002

Unknown
 Unknown

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

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

3. Judgment creditor (name and address):
Fortis Capital II, LLC C/O LAW OFFICE OF
CURTIS O BARNES; 390 WEST CERRITOS AVE.,
ANAHEIM, CA 92805

5. Original abstract recorded in this county:

Date: March 22, 2010

VIJAY S DESAI (SBN 217544)

[Handwritten Signature]

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
\$ 8,043.11

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

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

a. Amount: \$

b. In favor of (name and address):

8. a. Judgment entered on (date): 01/04/2010

b. Renewal entered on (date):

9. This judgment is an installment judgment.

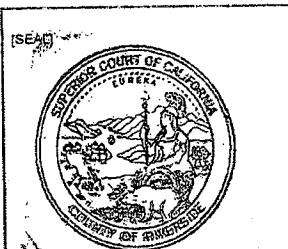
11. A stay of enforcement has

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.



This abstract issued on **MAY 21 2010**

Clerk, by *[Signature]* Deputy

PLAINTIFF: FORTIS CAPITAL II, LLC	CASE NUMBER:
DEFENDANT: RAUL MARTINEZ	RIC538758

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:

16. Name and last known address
17. Name and last known address

Driver's license No. [last 4 digits] & state: Unknown
 Social security No. [last 4 digits]: Unknown
 Summons was personally served at or mailed to (address):

Driver's license No. & state: [last 4 digits] Unknown
 Social security No. [last 4 digits]: Unknown
 Summons was personally served at or mailed to (address):

18. Name and last known address
19. Name and last known address

Driver's license No. & state [last 4 digits]: Unknown
 Social security No. [last 4 digits]: Unknown
 Summons was personally served at or mailed to (address):

Driver's license No. & state [last 4 digits]: Unknown
 Social security No. [last 4 digits]: Unknown
 Summons was personally served at or mailed to (address):

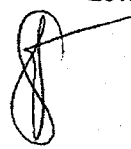
20. Name and last known address
21. Name and last known address

Driver's license No. & state [last 4 digits]: Unknown
 Social security No. [last 4 digits]: Unknown
 Summons was personally served at or mailed to (address):

Driver's license No. & state [last 4 digits]: Unknown
 Social security No. [last 4 digits]: Unknown
 Summons was personally served at or mailed to (address):

22. Continued on Attachment 22.

1009354

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): VIJAY S DESAI (SBN 217544) LAW OFFICE OF CURTIS O BARNES ROBERT T BARNES (SBN 228442) 390 WEST CERRITOS AVENUE ANAHEIM, CALIFORNIA 92805 TELEPHONE NO.: 866.477.8222 FAX NO. (Optional): E-MAIL ADDRESS (Optional): COURTS@LOCOB.COM ATTORNEY FOR (Name): PLAINTIFF	FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE JAN 04 2010 						
SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE STREET ADDRESS: 4050 MAIN STREET MAILING ADDRESS: 4050 MAIN STREET CITY AND ZIP CODE: RIVERSIDE, CA 92501 BRANCH NAME: CIVIL DIVISION							
PLAINTIFF: FORTIS CAPITAL II, LLC DEFENDANT: RAUL MARTINEZ							
<table border="0"> <tr> <td colspan="2" style="text-align: center;">JUDGMENT</td> <td rowspan="2" style="vertical-align: top;"> CASE NUMBER: RIC538758 </td> </tr> <tr> <td> <input checked="" type="checkbox"/> By Clerk <input type="checkbox"/> By Court </td> <td> <input checked="" type="checkbox"/> By Default <input type="checkbox"/> On Stipulation </td> <td> <input type="checkbox"/> After Court Trial <input type="checkbox"/> Defendant Did Not Appear at Trial </td> </tr> </table>		JUDGMENT		CASE NUMBER: RIC538758	<input checked="" type="checkbox"/> By Clerk <input type="checkbox"/> By Court	<input checked="" type="checkbox"/> By Default <input type="checkbox"/> On Stipulation	<input type="checkbox"/> After Court Trial <input type="checkbox"/> Defendant Did Not Appear at Trial
JUDGMENT		CASE NUMBER: RIC538758					
<input checked="" type="checkbox"/> By Clerk <input type="checkbox"/> By Court	<input checked="" type="checkbox"/> By Default <input type="checkbox"/> On Stipulation		<input type="checkbox"/> After Court Trial <input type="checkbox"/> Defendant Did Not Appear at Trial				

JUDGMENT

1. **BY DEFAULT**
 - a. Defendant was properly served with a copy of the summons and complaint.
 - b. Defendant failed to answer the complaint or appear and defend the action within the time allowed by law.
 - c. Defendant's default was entered by the clerk upon plaintiff's application.
 - d. **Clerk's Judgment** (Code Civ. Proc., § 585(a)). Defendant was sued only on a contract or judgment of a court of this state for the recovery of money.
 - e. **Court Judgment** (Code Civ. Proc., § 585(b)). The court considered
 - (1) plaintiff's testimony and other evidence.
 - (2) plaintiff's written declaration (Code Civ. Proc., § 585(d)).

2. **ON STIPULATION**
 - a. Plaintiff and defendant agreed (stipulated) that a judgment be entered in this case. The court approved the stipulated judgment and
 - b. the signed written stipulation was filed in the case.
 - c. the stipulation was stated in open court the stipulation was stated on the record.

3. **AFTER COURT TRIAL**. The jury was waived. The court considered the evidence.
 - a. The case was tried on (date and time):
before (name of judicial officer):
 - b. Appearances by:

<input type="checkbox"/> Plaintiff (name each):	<input type="checkbox"/> Plaintiff's attorney (name each):
(1)	(1)
(2)	(2)
<input type="checkbox"/> Continued on Attachment 3b.	
<input type="checkbox"/> Defendant (name each):	<input type="checkbox"/> Defendant's attorney (name each):
(1)	(1)
(2)	(2)
<input type="checkbox"/> Continued on Attachment 3b.	
 - c. Defendant did not appear at trial. Defendant was properly served with notice of trial.
 - ci. A statement of decision (Code Civ. Proc., § 632) was not was requested.

PLAINTIFF: FORTIS CAPITAL II, LLC	CASE NUMBER:
DEFENDANT: RAUL MARTINEZ	RIC538758

JUDGMENT IS ENTERED AS FOLLOWS BY: THE COURT THE CLERK

4. **Stipulated Judgment.** Judgment is entered according to the stipulation of the parties.

5. Parties. Judgment is

- a. for plaintiff (*name each*):
 FORTIS CAPITAL II, LLC
 and against defendant (*names*):
 RAUL MARTINEZ
- b. for defendant (*name each*):
- c. for cross-complainant (*name each*):
- d. for cross-defendant (*name each*):
- and against cross-defendant (*name each*):
- Continued on Attachment 5a. Continued on Attachment 5c.

6. Amount.

- a. Defendant named in item 5a above must pay plaintiff on the complaint.
- b. Plaintiff to receive nothing from defendant named in item 5b.
- c. Cross-defendant named in item 5c above must pay cross-complainant on the cross-complaint.

(1) <input checked="" type="checkbox"/>	Damages	\$ 6,437.95
(2) <input checked="" type="checkbox"/>	Prejudgment interest at the annual rate of 10.00%	\$ 513.27
(3) <input checked="" type="checkbox"/>	Attorney fees	\$800.00
(4) <input checked="" type="checkbox"/>	Costs	\$ 291.89
(5) <input type="checkbox"/>	Other (specify):	\$
(6)	TOTAL	\$ 8,043.11

(1) <input type="checkbox"/>	Damages	\$
(2) <input type="checkbox"/>	Prejudgment interest at the annual rate of %	\$
(3) <input type="checkbox"/>	Attorney fees	\$
(4) <input type="checkbox"/>	Costs	\$
(5) <input type="checkbox"/>	Other (specify):	\$
(6)	TOTAL	\$

- b. Defendant named in item 5b to recover costs \$ and attorney fees \$
- ci. Cross-complainant to receive nothing from cross-defendant named in item 5d. Cross-defendant named in item 5d to recover costs \$ and attorney fees \$

7. Other (*specify*):

Date: _____
 JUDICIAL OFFICER

Date: Clerk, by _____ Deputy



JAN 04 2010

CLERK'S CERTIFICATE (*Optional*)

I certify that this is a true copy of the original judgment on file in the court.

Date: JAN 04 2010

Clerk, by _____ Deputy

ITEMIZATION

Judgment Debtor: RAUL MARTINEZ
Case No: RIC538758
Date of Calculation: 6/6/2011

Description

Judgment AMOUNT	<u>\$8,043.11</u>
Interest Rate	<u>10.00%</u>
Daily Interest Rate (simple, 365 day year)	<u>0.02739726%</u>
DATE of judgment	<u>1/4/2010</u>
Date of property sold	<u>3/15/2011</u>
Number of Days to Accrue Interest	<u>435.00</u>
Accrued Interest	<u>\$958.56</u>
Per Diem Interest	<u>\$2.20</u>

POST JUDGMENT COSTS

Cost to Requesting Abstract	\$25.00
Cost of Recording the abstract	\$26.00

<u>Total Amount</u>	<u>\$9,052.67</u>
----------------------------	--------------------------

Prepared By: Vijay S. Desai

LAW OFFICE OF
CURTIS O BARNES, PC

PO Box 1390 • ANAHEIM CA 92815-1390

ADDRESS SERVICE REQUESTED

Personal and Confidential

Hostler

06/06/2011

POSTAGE

\$00.64

FIRST-CLASS MAIL

ZIP 92805

Don Kent, Treasurer-Tax Collector
County Administrative Center-4th Floor
RE: Excess Proceeds
4080 Lemon Street, PO Box 12005
Riverside, CA 92502-2205

TREASURER-TAX COLLECTOR

JUN 07 2011

RECEIVED

92502+2205

