

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

542A



FROM: Don Kent, Treasurer/Tax Collector

**SUBMITTAL DATE:
NOV 03 2014**

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 192, Item 573. Last assessed to: Orin S. Jackson, a married man as his sole and separate property. District 1/1 [\$38,616] Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Marek Kuriata and Lidia Kuriata for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 383053005-7;

(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 20, 2012 public auction sale. The deed conveying title to the purchasers at the auction was recorded May 11, 2012. 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 6, 2012, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

(continued on page two)

Don Kent
Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 38,616	\$ 0	\$ 38,616	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

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

C.E.O. RECOMMENDATION: APPROVE

BY:
Samuel Wong

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

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

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: | District: 1/1 | Agenda Number:

9-27

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

Departmental Concurrence

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

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

FORM 11: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 192, Item 573. Last assessed to: Orin S. Jackson, a married man as his sole and separate property. District 1/1 [\$38,616] Fund 65595 Excess Proceeds from Tax Sale.

DATE: NOV 03 2014

PAGE: Page 2 of 2

RECOMMENDED MOTION:

2. Deny the claim from the County of Riverside Code Enforcement Department;
3. Authorize and direct the Auditor-Controller to issue a warrant to Marek Kuriata and Lidia Kuriata in the amount of \$38,616.77 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 two claims for excess proceeds:

1. Claim from Marek Kuriata and Lidia Kuriata based on a Short Form Deed of Trust and Assignment of Rents (Due on Sale) recorded September 26, 2005 as Instrument No. 2005-0793554.
2. Claim from the County of Riverside Code Enforcement Department based on a Notice of Pendency of Administrative Proceedings recorded June 15, 2011 as Instrument No. 2011-0265203.

Pursuant to Section 4675 (a) & (e) of the California Revenue and Taxation Code, it is the recommendation of this office that Marek Kuriata and Lidia Kuriata be awarded excess proceeds in the amount of \$38,616.77. Since the amount claimed by Marek Kuriata and Lidia Kuriata exceeds the amount of excess proceeds available there are no funds available for consideration for the claim from the County of Riverside Code Enforcement Department. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

Impact on Citizens and Businesses

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

ATTACHMENTS (if needed, in this order):

Copies of 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)

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 192 Item 573 Assessment No.: 383053005-7

Assessee: JACKSON, ORIN S

Situs: 17207 COLEMAN AVE LAKE ELSINORE

Date Sold: March 20, 2012

Date Deed to Purchaser Recorded: May 11, 2012

Final Date to Submit Claim: May 13, 2013

RECEIVED

APR 18 2013

TREASURER-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 35,000.00 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. 0793554; recorded on 04/28/2005. 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 Tenants 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 18 day of April, 2013 at Riverside, California
County, State

[Signature]
Signature of Claimant

[Signature]
Signature of Claimant

MAREK KURIATA
Print Name
44897 Corte Rodriguez
Street Address
Temecula, CA 92592
City, State, Zip
951-609-1923
Phone Number

LIDIA KURIATA
Print Name
44897 CORTE RODRIGUEZ
Street Address
TEMECULA, CA, 92592
City, State, Zip
951-775-2095
Phone Number

INSTRUCTIONS FOR FILING CLAIM

(See Claim Form on Reverse Side)

The California Revenue and Taxation Code, Section 4675, states in part (paraphrased):

For the purposes of this article, parties of interest and their order of priority are:

- (a) First, lienholders of record prior to the recordation of the tax deed to the purchaser in the order of their priority; and
- (b) Then, any person with title of record to all or any portion of the property prior to the recordation of the tax deed to the purchaser.

If you consider yourself to be a party of interest in the sale of tax-defaulted property as defined above, please fill out the reverse of this form stating how you have determined your status as a party of interest. If you need help in filling out the form, please contact our office by telephone at 951-955-3842, mail, or in person.

You must attach copies of documents to support your claim as follows:

1. In case (a), attach a copy of your trust deed or other evidence of lien or security interest, along with a statement under penalty of perjury setting forth the original amount of the lien or interest, the total amount of payments received reducing the original amount of the lien or interest, and the amount still due and payable as of the date of the sale of the tax defaulted property by the Tax Collector.
2. In case (b), attach copies of any other documents (e.g., deed, certified death certificate, will, court order, etc.) supporting your claim.

PLEASE NOTE: We cannot, by law, begin processing of claims until one year has passed from the date of the deed to the purchaser. In order to receive consideration by the Riverside County Board of Supervisors, claims must be filed **ON OR BEFORE THE EXPIRATION OF ONE YEAR** following the date of the recording of the deed to the purchaser. Please see the "Date Deed to Purchaser Recorded" appearing on the attached notice (Form 117-170). The Tax Collector will submit a recommendation to the County Board of Supervisors as to what disposition should be made on your claim. Following the Board's review, the claim will either be approved or denied. The Clerk of the Board of Supervisors will notify you of the action taken by the Board. Should the claim be approved, the Auditor-Controller will issue a County warrant in payment. By law, the Auditor-Controller cannot issue a warrant in payment of the approved claim until 90 days following the action taken by the Board.

MAIL COMPLETED FORMS TO:

Don Kent, Treasurer-Tax Collector
Post Office Box 12005
Riverside, CA 92502-2205

Attention: Excess Proceeds

STEWART TITLE-Riverside
Escrow No.
Title Order No.
Parcel No. 383-053-005-7/TRA#065

DOC # 2005-0793554

09/26/2005 08:00A Fee: 25.00

Page 1 of 4

Recorded in Official Records
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



WHEN RECORDED MAIL TO:

Marek Kuriata and Lidia Kuriata
33041 Gamel Way
Lake Elsinore, CA 92530

Parcel No. 383-053-005-7/TRA#065

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

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS (DUE ON SALE)

This Deed of Trust, made September 21, 2005, between

Trustor: **Orin S. Jackson, a married man as his sole and separate property**
whose address is 17207 Coleman Avenue, Lake Elsinore, CA 92530
Trustee: **National Title Insurance, a New York corporation**

25 T

Beneficiary: **Marek Kuriata and Lidia Kuriata, husband and wife, as joint tenants**

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

Lot 183 and the Southwesterly 25 feet of Lot 184 being measured on the Northwesterly line of said Lot 184 and perpendicular thereto of Vista Del Lago Tract Unit No. 2 as shown by Map on file in Book 13 Page 86 Through 91 Inclusive of Maps, Records of Riverside County, California:

If the trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the beneficiary being first had and obtained, beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

This is a First Deed of Trust.

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

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of **\$35,000.00**, executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

INITIALS O. J.

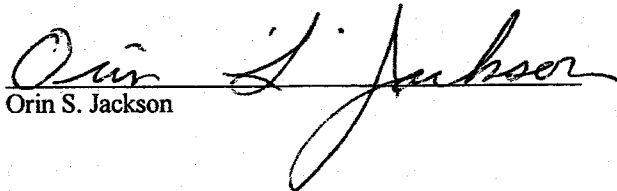
To protect the security of this Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14) inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County October 18, 1961, and in all counties October 23, 1961, in the book and the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, vis.:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	435	684	Kings	792	833	Placer	895	301	Sierra	29	335
Alpine	1	250	Lake	362	39	Plumas	151	5	Siskiyou	468	181
Amador	104	348	Lassen	171	471	Riverside	3005	523	Solano	1105	182
Butte	1145	1	Los Angeles	T2055	899	Sacramento	4331	62	Sonoma	1851	689
Calaveras	145	152	Madera	810	170	San Benito	271	383	Stanislaus	1715	456
Colusa	296	617	Marin	1508	339	San Bernardino	5567	61	Sutter	572	297
Contra Costa	3978	47	Mariposa	77	292	San Francisco	A332	905	Tehama	401	289
Del Norte	78	414	Mendocino	579	530	San Joaquin	2470	311	Trinity	93	366
El Dorado	568	456	Merced	1547	538	San Luis Obispo	1151	12	Tulare	2294	275
Fresno	4626	572	Modoc	184	851	San Mateo	4078	420	Tuolumne	135	47
Glenn	422	184	Mono	52	429	Santa Barbara	1878	860	Ventura	2062	386
Humboldt	657	527	Monterey	2194	538	Santa Clara	5336	341	Yolo	653	245
Imperial	1091	501	Napa	639	86	Santa Cruz	1431	494	Yuba	334	486
Inyo	147	598	Nevada	305	320	Shasta	684	528			
Kern	3427	60	Orange	5889	611	San Diego	Series 2, Book 1961, Page 183887				

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

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

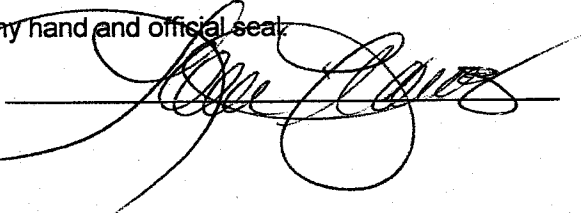
Signature of Trustor(s)


Orin S. Jackson

STATE OF CALIFORNIA
COUNTY OF Riverside

ON 9-22-05, before me, the undersigned notary public, personally appeared
Orin S. JACKSON

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

Witness my hand and official seal:
Signature 



(This area for official notary seal)

DO NOT RECORD

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

To Protect the Security of This Deed of Trust, Trustor Agrees:

- (1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
- (2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.
- (4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.
Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
- (5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.
- (6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- (7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare fault for failure so to pay.
- (8) That any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secure hereby, Trustee may reconvey only part of said property; consent to the making of any map or plot thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- (9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).
- (10) That as additional security, trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

INITIALS O. J.

DO NOT RECORD

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

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

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

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

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

INITIALS O, J, _____

REQUEST FOR FULL RECONVEYANCE

To National Title Insurance, Trustee, 16766 Bernardo Center Drive #107, San Diego, Ca. 92128

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

Dated: _____

By: _____

By: _____

Please mail Reconveyance to: _____

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

STATE OF CALIFORNIA,
COUNTY OF _____

ON _____, before me, the undersigned notary public, personally appeared

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

Witness my hand and official seal.

Signature _____

(This area for official 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 6, 2012

MAREK KURIATA AND LIDIA KURIATA
33041 GAMEL WAY
LAKE ELSINORE, CA 92530

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 383053005-7 Item: 573
Situs Address: 17207 Coleman Ave Lake Elsinore
Assessee: Jackson, Orin S
Date Sold: March 20, 2012
Date Deed to Purchaser Recorded: May 11, 2012
Final Date to Submit Claim: May 13, 2013

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 Adrian Potenciano
Deputy

Zepeda, Carmen

From: Zepeda, Carmen
Sent: Thursday, April 18, 2013 1:35 PM
To: Potenciano, Adrian
Cc: Finley, Sandy; Taylor, Desiree; Samson, Elvie
Subject: Excess proceeds claim form for TC 192, Item 573, Assm.#383053005-7

Adrian,
Mr. Marek & Lidia Kuriata came in to the Temecula office to drop off their Excess proceeds claim form for TC 192, Item 573, Assessment #383053005-7 Forwarded today to Tax Sale Operation, attention Adrian Potenciano via Inter-Office Mail the letter and additional documents total of five pages. If you have any question please email me back.

Thanks,
Carmen Zepeda
Accounting Technician I
Assistant Supervisor
Temecula Office

September 22, 2005

Stewart Title of California, Inc.
3403 Tenth Street, Suite 400
Riverside, CA 92501

ATTN: Greg Gullotta

YOUR NUMBER: 507296969

In connection with the above referenced title order we enclose the following:

Trust Deed
Substitution of Trustee and Full Reconveyance
Check in the amount of \$1,525.25 to cover your fee of \$400.00 recording fees of \$36.00 and taxes of \$,1089.25

Lenders Policy of title insurance for \$35,000.00.

Show Items A, D-F, 1-5
Omit Items 6-7
Pay delinquent taxes.

Please record Documents asap.

IMPORTANT: PLEASE MAIL POLICY DIRECTLY TO LENDER AT ADDRESS ON TRUST DEED

Very truly yours,

Marek Kuriata
33041 Gamel Way
Lake Elsinore, Ca. 92530

Cell: 951-775-2095
Home: 951-609-1923

VOID AFTER 90 DAYS

Date **SEPTEMBER 29, 2009**

⑆1⑆0210

Banking Center **WILDORAN**

0002141 00001 001977490

MAREK KURIATA
Remitter (Purchased By)

****1525.25****

05-14-3774B 3-2000

Pay ****ONE THOUSAND FIVE HUNDRED TWENTY FIVE DOLLARS AND 25 CENTS****

\$

To
The Order Of ****STEWART TITLE****

[Handwritten Signature]
Authorized Signature

Bank of America, N.A.
San Francisco, CA

507296969



THE ORIGINAL DOCUMENT HAS REFLECTIVE WATERMARK ON THE BACK THE ORIGINAL DOCUMENT HAS REFLECTIVE WATERMARK ON THE BACK

[REDACTED]

Dated September 21, 2005

REGARDING NOTE AND TRUST DEED OF \$35,000.00 DATED SEPTEMBER 25, 2005 IN FAVOR OF MAREK KURIATA AND LIDIA KURIATA AND EXECUTED BY ORIN S. JACKSON.

Funds in the amount of \$35,000.00 have been disbursed as follows:

\$700.00 for Loan Fee

\$2,100.00 for 6 months interest on said Note

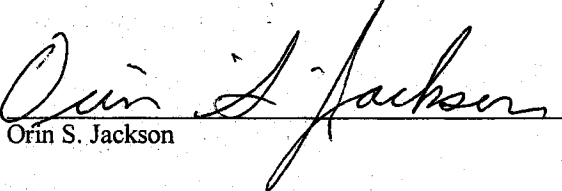
\$125.00 for preparation of Note and Trust Deed and Substitution of Trustee and Full Reconveyance

\$400.00 for Title Insurance

\$36.00 for recording fees

\$1,089.25 for delinquent property taxes

Balance due Orin S. Jackson \$30,549.75


Orin S. Jackson

Marek Kuriata

Lidia Kuriata

unearned interest To be refunded if payed off early. O.J.

-813-5959

DO NOT DESTROY THIS NOTE: When paid, this note and the Deed of Trust must be surrendered to National Title Insurance with Request for Reconveyance.

STRAIGHT NOTE
(This Note contains an acceleration clause)

\$35,000.00

Lake Elsinore, California,

September 21, 2005

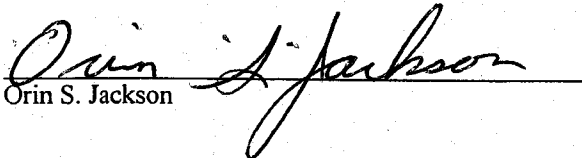
On or before **March 26, 2006**, for value received, I/We promise to pay to **Marek Kuriata and Lidia Kuriata, husband and wife, as joint tenants** or order, at place designated by payee, the sum of **THIRTY FIVE THOUSAND AND NO/100 DOLLARS**, with interest from September 26, 2005 until paid, at the rate of **twelve (12%)** percent per annum, payable **March 26, 2006**, at which time the remaining unpaid balance of principal plus accrued interest shall be due and payable in full.

If the trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the beneficiary being first had and obtained, beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

Privilege is reserved to pay this note in full or in part at any time prior to its maturity without penalty.

Should interest not be so paid, it shall thereafter bear like interest as the principal, but such unpaid interest so compounded shall not exceed an amount equal to simple interest on the unpaid principal at the maximum rate permitted by law. Should default be made in the payment of any installment of interest when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note.

Should suit be commenced to collect this note or any portion thereof, such sum as the Court may deem reasonable shall be added thereto as attorney's fees. Principal and interest payable in lawful money of the United States of America. This note is secured by a certain DEED OF TRUST to National Title Insurance, a New York corporation, as Trustee.


Orin S. Jackson

Accrued Interest for Deed of Trust on 383053005-7

Original Loan Amount **\$35,000.00**
% Rate 12 per annum = **\$4,200** per year
Interest per day = **\$11.507**

Amount owing as of 09/26/2005		\$35,000.00
Interest from 09/26/2005 to 09/25/2006	\$4,200.00	\$39,200.00
Interest from 09/26/2006 to 09/25/2007	\$4,200.00	\$43,400.00
Interest from 09/26/2007 to 09/25/2008	\$4,200.00	\$47,600.00
Interest from 09/26/2008 to 09/25/2009	\$4,200.00	\$51,800.00
Interest from 09/26/2009 to 09/25/2010	\$4,200.00	\$56,000.00
Interest from 09/26/2010 to 09/25/2011	\$4,200.00	\$60,200.00
Interest from 09/26/2011 to 03/20/2012 (177 Days)	\$2,036.74	\$62,236.74

Total **\$62,236.74**

Updated statement
of moneys owed.

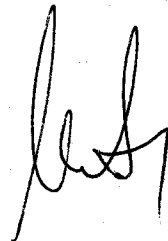
Jul 28. 2014

MAREK KURIATA

I have not received any money
til today's date from 3.20.2012

In regards to TC 192 Item 573

Assessment No ~~380~~ 383 053 005-7



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 192 Item 573 Assessment No.: 383053005-7

Assessee: JACKSON, ORIN S

Situs: 17207 COLEMAN AVE LAKE ELSINORE

Date Sold: March 20, 2012

Date Deed to Purchaser Recorded: May 11, 2012

Final Date to Submit Claim: May 13, 2013

RECEIVED
2012 AUG - 7 AM 9:59
RIVERSIDE COUNTY
TREAS - TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 450.40 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. 2011-0265203, recorded on 06/15/11. 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.

see attached

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants 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 August, 2012 at Riverside, CA
County, State

Carol Lynn Anderson
Signature of Claimant
Code Enforcement Dept
Carol Lynn Anderson
Print Name
4080 Lemon St. 12th Flr.
Street Address
Riverside, CA 92501
City, State, Zip
951-955-1095
Phone Number

Signature of Claimant

Print Name

Street Address

City, State, Zip

Phone Number

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 6, 2012

RIVERSIDE COUNTY CODE ENFORCEMENT DEPARTMENT
CASE NO. CV11-02973
39493 LOS ALAMOS RD. SUITE A
MURRIETA, CA 92563

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 383053005-7 Item: 573
Situs Address: 17207 Coleman Ave Lake Elsinore
Assessee: Jackson, Orin S
Date Sold: March 20, 2012
Date Deed to Purchaser Recorded: May 11, 2012
Final Date to Submit Claim: May 13, 2013

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 Adrian Potenciano
Deputy

INSTRUCTIONS FOR FILING CLAIM

(See Claim Form on Reverse Side)

The California Revenue and Taxation Code, Section 4675, states in part (paraphrased):

For the purposes of this article, parties of interest and their order of priority are:

- (a) First, lienholders of record prior to the recordation of the tax deed to the purchaser in the order of their priority; and
- (b) Then, any person with title of record to all or any portion of the property prior to the recordation of the tax deed to the purchaser.

If you consider yourself to be a party of interest in the sale of tax-defaulted property as defined above, please fill out the reverse of this form stating how you have determined your status as a party of interest. If you need help in filling out the form, please contact our office by telephone at 951-955-3842, mail, or in person.

You must attach copies of documents to support your claim as follows:

1. In case (a), attach a copy of your trust deed or other evidence of lien or security interest, along with a statement under penalty of perjury setting forth the original amount of the lien or interest, the total amount of payments received reducing the original amount of the lien or interest, and the amount still due and payable as of the date of the sale of the tax defaulted property by the Tax Collector.
2. In case (b), attach copies of any other documents (e.g., deed, certified death certificate, will, court order, etc.) supporting your claim.

PLEASE NOTE: We cannot, by law, begin processing of claims until one year has passed from the date of the deed to the purchaser. In order to receive consideration by the Riverside County Board of Supervisors, claims must be filed **ON OR BEFORE THE EXPIRATION OF ONE YEAR** following the date of the recording of the deed to the purchaser. Please see the "Date Deed to Purchaser Recorded" appearing on the attached notice (Form 117-170). The Tax Collector will submit a recommendation to the County Board of Supervisors as to what disposition should be made on your claim. Following the Board's review, the claim will either be approved or denied. The Clerk of the Board of Supervisors will notify you of the action taken by the Board. Should the claim be approved, the Auditor-Controller will issue a County warrant in payment. By law, the Auditor-Controller cannot issue a warrant in payment of the approved claim until 90 days following the action taken by the Board.

MAIL COMPLETED FORMS TO:

Don Kent, Treasurer-Tax Collector
Post Office Box 12005
Riverside, CA 92502-2205

Attention: Excess Proceeds



COUNTY OF RIVERSIDE CODE ENFORCEMENT

P.O. Box 1469, Riverside, CA 92502
Phone: 951-955-2004 Fax: 951-955-8680

Property Reference/Mailing Address
383053005 17207 COLEMAN AVE LAKE ELSINORE, CA 92530 Attn: Don Kent, Treasure-Tax Collector

Date: 7/5/2012

Summary Statement of Abatement Costs

You are liable to the County for the following abatement costs:

Date	Invoice Number & Amount	Amount	Balance
07/05/2012	CV051207- INV #105021. Orig. Amount \$223.85.	223.85	223.85
07/05/2012	CV1102973- INV #105022. Orig. Amount \$226.60.	226.60	450.45
		Total Now Due	\$450.45

The total abatement costs must be paid to the County of Riverside, P.O. Box 1469, Riverside, CA 92502 within thirty (30) days. In the event said costs are not paid within thirty (30) days you will be liable for additional administrative costs, penalties, court fees, or other collection costs incurred in the collection of these abatement costs.

I affirm and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Code Enforcement Department

**County of Riverside
Code Enforcement Department**

P.O. Box 1469, Riverside, CA 92502
Phone: (951) 955-2004 Fax: (951) 955-8680



Statement of Abatement Costs

383053005
17207 COLEMAN AVE
LAKE ELSINORE, CA 92530
Attn: Don Kent, Treasure-Tax Collector

Date	Invoice #
7/5/2012	105021

Property Address
383053005 17207 COLEMAN AVE LAKE ELSINORE, CA 92530

Case Number	District	Class
CV051207	1	SOAC

You are liable to the County for the following abatement costs:

Date	Item	Description	Hours/Qty	Rate	Amount
4/20/2005	Officer Hours	Labor Charges - Officer Time	0.5	103.00	51.50
5/4/2005	Officer Hours	Labor Charges - Officer Time	0.5	103.00	51.50
5/11/2005	Officer Hours	Labor Charges - Officer Time	0.75	103.00	77.25
5/9/2008	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.80
5/12/2008	Officer Hours	Labor Charges - Officer Time	0.2	109.00	21.80
		Subtotal Code Enforcement Costs			223.85
Subtotal					\$223.85
Payments/Credits					\$0.00
Total Now Due					\$223.85

The total abatement costs must be paid to the County of Riverside, P.O. Box 1469, Riverside, CA 92502 within thirty (30) days. In the event said costs are not paid within thirty (30) days you will be liable for additional administrative costs, penalties, court fees or other collection costs incurred in the collection of these abatement costs.

I affirm and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Code Enforcement Department

**County of Riverside
Code Enforcement Department**

P.O. Box 1469, Riverside, CA 92502
Phone: (951) 955-2004 Fax: (951) 955-8680



Statement of Abatement Costs

383053005
17207 COLEMAN AVE
LAKE ELSINORE, CA 92530
Attn: Don Kent, Treasure-Tax Collector

Date	Invoice #
7/5/2012	105022

Property Address
383053005 17207 COLEMAN AVE LAKE ELSINORE, CA 92530


Case Number	District	Class
CV1102973	1	SOAC

You are liable to the County for the following abatement costs:

Date	Item	Description	Hours/Qty	Rate	Amount
4/21/2011	Officer Hours	Labor Charges - Officer Time	0.4	109.00	43.60
4/21/2011	Officer Hours	Labor Charges - Officer Time	0.5	109.00	54.50
4/21/2011	Officer Hours	Labor Charges - Officer Time	0.3	109.00	32.70
7/5/2012	Prepare Release Recording Fee	Prepare Release Documentation 2011-0265203		63.50	63.50
		Recorders Fee for Recording Release		13.00	13.00
		Subtotal Code Enforcement Costs			207.30
7/5/2012	DataQuick	Property Finder Reports & Transaction Report		19.30	19.30
		Subtotal Contractor Costs			19.30
				Subtotal	\$226.60
				Payments/Credits	\$0.00
				Total Now Due	\$226.60

The total abatement costs must be paid to the County of Riverside, P.O. Box 1469, Riverside, CA 92502 within thirty (30) days. In the event said costs are not paid within thirty (30) days you will be liable for additional administrative costs, penalties, court fees or other collection costs incurred in the collection of these abatement costs.

I affirm and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.


Code Enforcement Department

When recorded please mail to:
Riverside County Code Enforcement Department
(District 1 Office)
39493 Los Alamos Rd. Suite A
Murrieta, Ca 92563
Mail Stop No. 5155

DOC # 2011-0265203
06/15/2011 04:30P Fee:NC
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS

059
M

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

Case No.: CV11-02973

And DOES I through X, owners

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

ADDRESS: 17207 COLEMAN AVE LAKE ELSINORE, CA 92530
PARCEL #: 383-053-005
LEGAL DESCRIPTION: .29 ACRES M/L IN POR LOT 184 AND LOT 183 MB 013/086 VISTA DEL LAGO TR UNIT 2

VIOLATIONS: Riverside County Ordinance 754 & 457 (RCC Title 13.12.060 & 15.12.020) NPDES & ILLEGAL GRADING

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

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

COUNTY OF RIVERSIDE
DEPARTMENT OF CODE ENFORCEMENT

Dated: June 8, 2011

By: [Signature]
Britt Starkweather, Code Enforcement Department

ACKNOWLEDGEMENT

State of California)
County of Riverside)

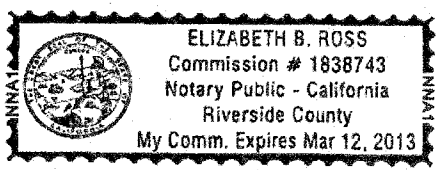
On 06/09/11 before me, Elizabeth B. Ross, Notary Public, personally appeared Britt Starkweather who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

[Signature]

Commission # 1838743 Comm. Expires March. 12, 2013





County of Riverside
**Code Enforcement
Department**

Carol Lynn Anderson
Administrative Service Officer

4080 Lemon St., 12th Fl.
Riverside, California 92501

Phone: (951) 955-1095
Fax: (951) 955-8680
E-Mail: CARANDER@RCTLMA.ORG

**CALIFORNIA COUNTIES
CHALLENGE AWARD**

2008 WINNER

