

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

349A



FORM APPROVED COUNTY COUNSEL  
BY: GREGORY P. PRAMOS  
DATE: 2/3/15

Departmental Concurrence

**FROM:** Don Kent, Treasurer/Tax Collector

**SUBMITTAL DATE:**

**FEB 03 2015**

**SUBJECT:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 192, Item 865. Last assessed to: Hunter Management, Inc., a Delaware Corporation. District 3 [\$21,571] Fund 65595 Excess Proceeds from Tax Sale.

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the claim from William Hunter aka William C. Hunter for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 579450010-9;

(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	\$ 21,571	\$ 0	\$ 21,571	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> Fund 65595 Excess Proceeds from Tax Sale				<b>Budget Adjustment:</b> N/A	
				<b>For Fiscal Year:</b> 14/15	

**C.E.O. RECOMMENDATION:**

**APPROVE**

BY:   
Samuel Wong

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
Nays: None  
Absent: None  
Date: March 24, 2015  
xc: Treasurer, Auditor

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

Prev. Agn. Ref.: | District: 3 | Agenda Number:

**9-38**

- 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 865. Last assessed to: Hunter Management, Inc., a Delaware Corporation. District 3 [\$21,571] Fund 65595 Excess Proceeds from Tax Sale.

**DATE:** FEB 03 2015

**PAGE:** Page 2 of 2

**RECOMMENDED MOTION:**

2. Authorize and direct the Auditor-Controller to issue a warrant to William Hunter aka William C. Hunter in the amount of \$21,571.63 no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

**BACKGROUND:**

**Summary (continued)**

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

1. Claim from William Hunter aka William C. Hunter based on a Short Form Deed of Trust and Assignment of Rents recorded June 6, 2006 as Instrument No. 2006-0408585.

Pursuant to Section 4675 (a) & (e) of the California Revenue and Taxation Code, it is the recommendation of this office that William Hunter aka William C. Hunter be awarded excess proceeds in the amount of \$21,571.63. 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 deed of trust holder of the property.

**ATTACHMENTS (if needed, in this order):**

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

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 192 Item 865 Assessment No.: 579450010-9 ✓

Assessee: HUNTER MANAGEMENT INC

Situs: 59895 LUCILLE LN ANZA

Date Sold: March 20, 2012

Date Deed to Purchaser Recorded: May 11, 2012

Final Date to Submit Claim: May 13, 2013 ✓

RECEIVED  
2012 JUN 26 AM 8:42  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ ~~2008.0494022~~ from the sale of the above mentioned real property. I/we were the  lienholder(s),  property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2008.0494022; recorded on 9/08/2008. 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.

All amounts due ownership / equity or otherwise  
unclaimed.

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 13<sup>th</sup> day of June, 2012 at Clatsop Oregon  
County, State

[Signature]  
Signature of Claimant

\_\_\_\_\_  
Signature of Claimant

William Hunter  
Print Name

\_\_\_\_\_  
Print Name

PO Box 68282  
Street Address

\_\_\_\_\_  
Street Address

Oak Grove, OR 97267  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

503.794.7076  
Phone Number

\_\_\_\_\_  
Phone Number

AP

5  
DOC # 2006-0408585 X  
06/06/2006 08:00A Fee:34.00

Page 1 of 7  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder

RECORDING REQUESTED BY:

When Recorded Mail To:



X PACIFIC WEST SYNDICATION GROUP, INC.  
4540 CAMPUS DRIVE, SUITE 100  
NEWPORT BEACH, CA 92660  
Escrow No. 883298-LG  
Title Order No. 9749284

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
✓	2	7			1				
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A	R	L			COPY	LONG	REFUND	NCHG	EXAM

APN: 579-450-011, 573-220-055-7, 576-260-055, 579-500-015, 579-180-054, 577-450-010-5,  
577-460-007-4, 577-450-012-7, 579-500-014, 579-450-010, 577-420-045, 577-460-001

(34)

**SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS** X

THIS DEED OF TRUST, made 26<sup>TH</sup> day of MAY, 2006 between  
PACIFIC WEST SYNDICATION GROUP, INC.  
D.B.A., PACIFIC WEST MORTGAGE ✓, herein called TRUSTOR,  
whose address is  
4540 CAMPUS DRIVE, NEWPORT BEACH, CA 92660 ✓

T  
YS

FIDELITY NATIONAL TITLE COMPANY, a California Corporation, herein called TRUSTEE  
, and WILLIAM C. HUNTER, A Single Man Sole and Separate, X  
herein called BENEFICIARY,

WITNESSETH: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to  
TRUSTEE IN TRUST, WITH POWER OF SALE, that property in RIVERSIDE County,  
California described as:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A" AND MADE A PART HEREOF

- ADDRESS:
- Parcel (A): APN No. 579-450-011 on 0 Lucille Lane, Anza, CA 92539
  - Parcel (B): APN No. 573-220-055-7 on 0 Garner Road, Anza, CA 92539
  - Parcel (C): APN No. 576-260-005 on 0 Grandon Road, Anza, CA 92539
  - Parcel (D): APN No. 579-500-015 on 0 La Colina Lane, Anza, CA 92539
  - Parcel (E): APN No. 579-180-054 on 0 Johnson Road, Anza, CA 92539
  - Parcel (F): APN No. 577-450-010-5 on 0 Elm Brush Trail, Anza, CA 92539
  - Parcel (G): APN No. 577-460-007-4 on 0 Tweedie Trail, Anza, CA 92539
  - Parcel (H): APN No. 577-450-012-7 on 0 Elm Brush Trail, Anza, CA 92539
  - Parcel (I): APN No. 579-500-014 on 0 La Colina Lane, Anza, CA 92539
  - Parcel (J): APN No. 579-450-010 on 0 Lucille Lane, Anza, CA 92539
  - Parcel (K): APN No. 577-420-045 on 0 Indian Paint Brush Road, Anza, CA 92539
  - Parcel (L): APN No. 577-460-001 on 0 Tweedie Trail, Anza, CA 92539

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

FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustor  
incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one  
promissory note of even date herewith, and any extension or renewal thereof, in the principal sum  
of \$500,000.00 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 so secured.

This document filed for recording  
By: Fidelity National Title Insurance and Trust  
as an accommodation only. It has not been  
examined as to its execution or as its effect  
upon the title.

APN: 579-450-011, 573-220-055-7, 576-260-055, 579-500-015, 579-180-054, 577-450-010-5,  
577-460-007-4, 577-450-012-7, 579-500-014, 579-450-010, 577-420-045, 577-460-001

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 other counties October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz:

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	Plumes	151	5	Siskiyou	468	181
Arnador	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	388
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.

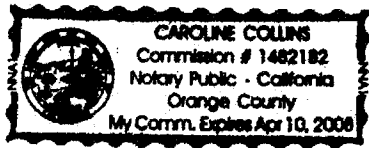
The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF CALIFORNIA  
COUNTY OF Orange *Notary Public*  
ON May 26, 2006 before me,  
Caroline Collins \* personally appeared  
David J. D. Silva



PACIFIC WEST SYNDICATION GROUP, INC.  
D.B.A. PACIFIC WEST MORTGAGE  
DAVID J. DASILVA

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 Caroline Collins

APN: 579-450-011, 573-220-055-7, 576-260-055, 579-500-015, 579-180-054, 577-450-010-5,  
577-460-007-4, 577-450-012-7, 579-500-014, 579-450-010, 577-420-045, 577-460-001

DO NOT RECORD

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

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

- (1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
- (2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon 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 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 in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.
- (6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- (7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right, either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- (8) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- (9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).
- (10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such, rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act 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.

Page 3 of 4



Public Record

APN: 579-450-011, 573-220-055-7, 576-260-055, 579-500-015, 579-180-054, 577-450-010-5,  
577-460-007-4, 577-450-012-7, 579-500-014, 579-450-010, 577-420-045, 577-460-001

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

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

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

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

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

REQUEST FOR FULL RECONVEYANCE

TO: FIDELITY NATIONAL TITLE INSURANCE COMPANY, TRUSTEE:

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

Dated \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By:

Please mail Reconveyance to:

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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_ before me, \_\_\_\_\_ personally appeared

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

ESCROW NO. 883298-LG

TITLE ORDER NO. 9749284

**DEED OF TRUST**

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

APN: 579-450-011, 573-220-055-7, 576-260-055, 579-500-015, 579-180-054, 577-450-010-5,  
577-460-007-4, 577-450-012-7, 579-500-014, 579-450-010, 577-420-045, 577-460-001

**PARCEL 1:**

PARCEL 1 OF PARCEL MAP 8963, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 74, PAGE 80 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 579-450-010-9 ✓

**PARCEL 2:**

PARCEL 2 OF PARCEL MAP 8963 IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDER IN BOOK 74 PAGE 80 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT AND UNDIVIDED ONE-HALF INTEREST IN ALL OIL AND MINERAL RIGHTS RESERVED TO SHEDERIC BLOOMER, ALSO KNOWN AS SHEDERICK BLOOMER AND TED BLOOMER AND DOROTHY ELEANOR BLOOMER, HIS WIFE, BY DEED RECORDED JANUARY 11, 1955 AS INSTRUMENT NO. 1984 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 579-450-011

**PARCEL 3:**

PARCEL 3 OF PARCEL MAP 6359 RECORDED IN BOOK 17, PAGE 85 OF PARCEL MAPS OF RIVERSIDE COUNTY.

APN: 579-500-014-7

**PARCEL 4:**

PARCEL 4 OF PARCEL MAP 6359 RECORDED IN BOOK 17, PAGE 85 OF PARCEL MAPS OF RIVERSIDE COUNTY.

APN: 579-500-015-8





**PARCEL 5:**

PARCEL 2 OF PARCEL MAP 5538 ON FILE IN BOOK 17, PAGE 88 OF PARCEL MAPS, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RIVERSIDE COUNTY RECORDS.

APN: 579-180-054-5

**PARCEL 6:**

PARCEL 4 OF PARCEL MAP 16052, IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY PARCEL MAP IN FILE IN BOOK 90, PAGE 73 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 573-220-055-7

**PARCEL 7:**

THE SOUNT  $\frac{1}{2}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 36, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

APN: 576-260-055-7

**PARCEL 8:**

LOT 9 OF TRACT 20012, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 166, PAGE(S) 39 TO 44 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL COAL AND OTHER MINERALS, AS RESERVED IN UNITED STATES PATENT RECORDED JUNE 8, 1940, IN BOOK 467, PAGE 135 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 577-460-001-8

**PARCEL 9:**

LOT 15 OF TRACT 20012, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 166 PAGES 39 TO 44 OF MAPS, RECORDS OF RIVERSIDE COUNTY.

EXCEPT THEREFROM ALL COAL AND OTHER MINERALS, AS RESERVED IN UNITED STATES PATENT RECORDED JUNE 8, 1940 IN BOOK 467 PAGE 135 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 577-460-007-4



**PARCEL 10:**

LOT 26 OF TRACT 20012, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 166 PAGES 39 TO 44 OF MAPS, RECORDS OF RIVERSIDE COUNTY.

EXCEPT THEREFROM ALL COAL AND OTHER MINERALS, AS RESERVED IN UNITED STATES PATENT RECORDED JUNE 8, 1940 IN BOOK 467 PAGE 135 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 577-450-010-5

**PARCEL 11:**

LOT 28 OF TRACT 20012, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 166 PAGES 39 TO 44 OF MAPS, RECORDS OF RIVERSIDE COUNTY.

EXCEPT THEREFROM ALL COAL AND OTHER MINERALS, AS RESERVED IN UNITED STATES PATENT RECORDED JUNE 8, 1940 IN BOOK 467 PAGE 135 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 577-450-012-7

**PARCEL 12:**

PARCEL 1 TOGETHER WITH LOT A INCLUSIVE, OF PARCEL MAP NO. 22257 ON FILE IN BOOK 156 PAGES 38 AND 39 OF PARCEL MAPS , RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 577-420-045-4



## SECURED PROMISSORY NOTE

\$500,000.00

Escrow No.: 883298-LG

Newport Beach, California

MAY 26, 2006

APN: 579-450-011, 573-220-055-7, 576-260-055, 579-500-015, 579-180-054, 577-450-010-5,  
577-460-007-4, 577-450-012-7, 579-500-014, 579-450-010, 577-420-045, 577-460-001

FOR VALUE RECEIVED, the undersigned, PACIFIC WEST SYNDICATION GROUP, INC., A California Corporation, D.B.A. PACIFIC WEST MORTGAGE ("Borrower") promises to pay to the order of William C. Hunter, A Single Man Sole and Separate (such individuals jointly, "Lender"), the principle sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), on the Maturity Date (as hereinafter defined) with interest on the unpaid balance of such amount from the date hereof, at the rate of interest specified herein. This Secured Promissory Note (this "Note"), (i) evidences the obligation to repay with interest (and certain other charges) the principle amount hereof (the "Loan", all collateral for which loan, the "Collateral"); (ii) is or shall prior to funding hereunder be secured by a Deed of Trust, Fixture Filing and Assignment of Rents (Construction Trust Deed) ("Deed of Trust"); and (iii) is further supported by the Personal Guarantee (all of the foregoing documents, including this Note, being collectively called the "Loan Documents").

1. Repayments. This Note requires Borrower to make payments of all accrued interest on a monthly basis on the 15th day of each month commencing JUNE 15, 2006, until the Maturity Date, at which time all moneys due herein shall be due. All or portions of the Loan may also be repaid by Borrower from time to time in accordance with the terms of the Deed of Trust in connection with the release by Lender of a portion of the Collateral.

2. Maturity Date. The Maturity Date of this Note is JUNE 15, 2007.

2a. Extension Option(s) to Maturity Date: Borrower shall have two (2) options to extend the maturity date of this Note for a period of 180 days each subject to the attached "Loan Extension Agreements". Borrower may exercise a maximum of 2 such extensions.

3. Interest Rate and Charges; Prepayment Fee. Interest shall accrue upon all sums evidenced hereby (including, without limitation, any delinquency charge or interest or other charge not paid when due) and all other sums required to be paid by Borrower under any Loan Document at a rate per annum of Fifteen percent (15.000%). Interest shall be calculated on a 360-day year end, actual days elapsed. In the event of any prepayment of any principle under this Note before due hereunder, Borrower shall pay to Lender additional sum equal to the amount of interest that would be owed hereunder for the original principal amount hereof as follows: Two (2) months interest if pre-paid within 120 days of the date of this Note, One (1) month interest if pre-paid between 120 and 180 days of the date of this Note, and Zero (0) months interest if pre-paid after 180 days of the date of this Note.

4. Advances by Borrower. Borrower agrees that if for any reason, in the opinion of Lender or the construction control authority, the amount necessary to perform any subcontracted work or other work in developing the Collateral exceeds the amount specified thereof on Exhibit B attached hereto, Borrower shall deposit with Lender or such construction control those sums as either of them has demanded in writing within forty-eight (48) hours of Borrower's receipt of such written notice. Failure of Borrower to so deposit any such sums shall be an "Event of Default" hereunder.

5. Payments by Borrower. All payments on this Note are payable to Lender at

PACIFIC WEST LOAN SERVICING, LLC  
4540 Campus Drive, Suite 100,  
Newport Beach, California 92660,

or at such other place as Lender or other holder hereof shall notify Borrower in writing. All payments received by Lender on this Note shall be applied by Lender as follows: first, to the payment of delinquency or late charges and other expenses payable to Lender on this Note; second, to accrued and unpaid interest then due and owing; and then, to reduction of principal; provided, however, that Lender shall at anytime and from time to time have the right, in its sole discretion, to apply payments by Borrower in any other manner Lender may designate, including, without limitation, to the foregoing obligations in any other order, to any other obligations of Borrower hereunder, to any other obligations under any other of the Loan Documents, or to any other obligations of Borrower to Lender.

6. **Delinquency Charge. After 5 days 10% of payment due.** In the Event that Borrower fails to pay any amount of principal, including any balloon payment and/or interest on this Note or any other amount required to be paid under any of the other Loan Documents after such payment becomes due, whether by acceleration or otherwise, Lender may, at its option, whether immediately or at the time of final payment of the amounts evidenced by this Note (or secured by the Loan Documents), impose a delinquency or late charge equal to ten percent (10%) of the amount of each and every such past due payment, notwithstanding the date on which such payment is actually paid to Lender; provided, however, that if any such delinquency or late charge is in excess of the amount permitted to be charged to Borrower under applicable federal or state law, Lender shall be entitled to collect a delinquency or late charge at the highest rate permitted by such law. Borrower agrees that any such delinquency or late charge shall not be deemed to be additional interest or a penalty, but shall be deemed to be liquidated damages because of the difficulty in computing the actual amount of damages in advance and that such charges are the reasonable estimate of Lender and Borrower of the fair average compensation for the loss that may be sustained in such event by Lender. Until any and all such delinquency charges are paid in full, the amount thereof shall be added to the indebtedness secured by the Deed of Trust.

7. **Default Rate of Interest.** Should default be made in payment of any of the indebtedness evidenced by the Note or any other amount required to be paid under any of the other Loan Documents, whether before or after the entire principal amount hereof or thereof shall become due and payable (whether by acceleration, at maturity, or otherwise), the entire unpaid balance of principle, accrued interest, and previously unpaid delinquency or late charges shall bear interest at the rate of **twenty-four percent (24%)** per annum.

8. **Acceleration.** In the event Borrower fails to pay any installment of principal and/or interest on this Note when due or upon the happening of any other default hereunder or under any of the other Loan Documents (any such failure to pay or other default hereunder or under any of the other Loan Documents, an "Event of Default" hereunder), then and in any such event, Lender may at its option (after any applicable statutory cure period has expired), declare the entire unpaid balance of this Note, together with interest accrued thereon, and all other charges due hereunder and under the other Loan Documents, to be immediately due and payable, and Lender may proceed to exercise any rights or remedies that it may have under this Note, the Deed of Trust, or any of the other Loan Documents, or any such other rights and remedies which Lender may have at law, inequity, or otherwise. In the event of such acceleration, Borrower may discharge its obligations hereunder to Lender by paying the entire balance hereof as of the date of such payment, plus accrued but unpaid interest and delinquency or the late charges computed in the manner set forth above.

9. **Costs of collection.** After default, in addition to principal, interest, and delinquency or late charges, Lender shall be entitled to collect all costs of collection, including, without limitation, reasonable attorney fees, whether or not suit on this Note or any foreclosure proceeding is filed, and all such costs and expenses shall be payable on demand and until paid shall also be secured by the Collateral held by Lender as security for Borrower's obligations to Lender under the Deed of Trust and the other Loan Documents and shall accrue interest at the rate so specified in Section 7 of this Note.

10. **Enforcement of Remedies by Lender; No Waivers Arising from any Failure to Enforce any Right or Remedy.** In addition to the rights, powers, and remedies given this Note, the Deed of Trust, or the other Loan Documents, Lender may, in its sole and absolute discretion, at any time and from time to time, exercise any and all rights and powers and pursue any and all remedies now or hereafter given by law or in equity including, without limitation, any rights and remedies granted it by the Loan Documents, or by California or Federal case, statutory, or regulatory law.

The failure to exercise any right or remedy given Lender in this Note or the Loan Documents or by law or equity, shall not be deemed a waiver of that right or remedy unless Lender has so agreed, expressly and in writing, and the failure to so exercise any right or remedy, if any Event of Default shall occur, shall not preclude Lender from exercising any right or remedy given this Note, or the other Loan Documents or by law or equity in case of one or more subsequent Events of Default. The written waiver by Lender of any Event of Default by Borrower hereunder, or of any default or Event of Default under any of the Loan Documents, shall not constitute a continuing waiver or a waiver of any other defaults or Events of Default or of the same default or Event of Default on any future occasion. No course of dealing between Borrower and Lender and no delay on the part of Lender in exercising its rights under this Note or any of the other Loan Documents, shall operate as a waiver of the rights of Lender. No covenant or other provision of this Note or of any of the other Loan Documents, nor any default or Event of Default in connection therewith, may be waived otherwise than by a written instrument signed by the parties so waiving such covenant or other provisions of default or Event of Default; provided, however, that no such waiver shall extend to or impair any obligation not expressly waived nor impair any right otherwise consequent on such covenant, provision, or default or Event of Default. Any waiver, which may be given by the Lender, shall be subject to satisfaction of conditions stated therein. Unless Lender has agreed in writing, no failure to accelerate the debt evidenced hereby by reason of the occurrence of any default or Event of Default hereunder, or acceptance of a past due installment to principal or interest, or any indulgence granted from time to time, shall be construed to be a waiver of the right to insist upon prompt payment thereafter or the right to impose delinquency or other charges retroactively or prospectively as a novation of the Note, as a reinstatement of the debt evidenced hereby (except as expressly provided by law), or as a waiver of any right of acceleration or any other right which the Lender may have, whether by the laws of the state governing this Note, by agreement, or otherwise; and Borrower and each endorser or guarantor hereby expressly waives the benefit of any result contrary to or in conflict with the foregoing. Nothing herein shall be deemed to be a waiver of any right which Lender may have under Sections 506(a), 506(b), 1111(b), or any other provision of Title 11 of the United States Code, as amended from time to time (the "Bankruptcy Code"), to file a claim for the full amount of debt owing to Lender by Borrower or to require that all Collateral shall continue to secure all of the indebtedness owing to Lender in accordance with the Deed of Trust and other Loan Documents. By accepting payment of any sums secured hereby after their due date, Lender does not waive any late payment charge thereon not then paid, or its rights either to require prompt payment when due of all other sums so secured or evidenced hereby, or to declare a default for failure to timely pay such sums.

11. Waivers by Borrower. Except as otherwise prohibited by law, Borrower, and each endorser or guarantor of this Note hereby; (i) waives presentment for payment, protest, demand, any and all lack of diligence or delays in the collection of or the enforcement of the indebtedness or interest or any charges in connection therewith, notice of protest and notice of dishonor or nonperformance and of nonpayment, (ii) waives and renounces all rights to the benefits of any statute of limitations and any moratorium, appraisal, exemption, and homestead now provided or which may hereafter be provided by any federal or state statute, including, without limitation, exemptions provided by or allowed under the Bankruptcy Code against the enforcement and collection of the obligations evidenced by this Note and any and all extensions, renewals, and modifications hereof, (iii) waives and renounces any and all redemption rights and the benefits of valuation and appraisal privileges as against this indebtedness or any renewal or extension thereof, (iv) consents to any extension of time, release of any collateral, and any other indulgence or forbearance whatsoever, and (v) waives, except as may be provided elsewhere herein or in the Deed of Trust, any defense to the enforcement of this Note based on the election of remedies by Lender including, without limitation, any election of remedies which destroys or otherwise impairs and subrogation rights Borrower may have for reimbursement.

12. Anti-Usury Provisions; "Savings" Clause. Borrower acknowledges that this loan was arranged by Pacific West Mortgage, a licensed California Real Estate Broker and that this note and the loan are therefore exempt from the maximum interest rate limitations set forth in Article XV of California Constitution. It is the intention of the parties to conform strictly to the usury laws, whether state or federal that are applicable to this Note. All agreements between Borrower and Lender, whether now existing or hereafter arising and whether oral or written, are hereby expressly limited so that in no contingency or event whatsoever, whether by acceleration of maturity hereof or otherwise, shall the amount paid or agree to be paid to Lender or to the holder hereof, or collected by Lender or such holder, for the use, forbearance, or detention of the money to be loaned hereunder or otherwise, or for the payment or performance of any covenant or obligation contained herein or in the Deed of Trust or any other Loan Document given to secure indebtedness of Borrower to Lender, or in any other document evidencing, securing, or pertaining to the indebtedness evidenced hereby, exceed the maximum amount permissible under applicable federal or state usury laws. If under any circumstances whatsoever fulfillment of any provision of this Note, Deed of Trust, or any other Loan Document, at the time performance of such provision shall be due, shall involve exceeding the limit of validity prescribed by law, then the obligation to be fulfilled shall be reduced to the limit of such validity; and if under any circumstances Lender or any other holder hereof shall ever receive an amount deemed interest by applicable law, which would exceed the highest lawful rate, such amount that would be excessive interest under applicable usury laws shall be applied to the reduction of the principal amount owing hereunder or to other indebtedness required to be paid under or secured by the Loan Documents and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal and other such indebtedness, the excess shall be deemed to have been a payment made by mistake and shall be refunded to Borrower (at Borrower's account set forth above) or to any person making such payment on Borrower's behalf. All sums paid or agreed to be paid to the holder hereof for the use, forbearance, or detention of the indebtedness of the Borrower evidenced hereby, outstanding from time to time shall, to the extent permitted by applicable law, and to the extent necessary to preclude exceeding the limit of validity prescribed by law, be amortized, prorated, allocated, and spread from the date of disbursement of the proceeds of this Note until payment in full of the obligation evidenced hereby so that the actual rate of interest on account of such indebtedness does not exceed that which is prescribed by law. The terms and provisions of this paragraph shall control and supersede every other provision of all agreements between Borrower, any endorser or guarantor, and Lender.

13. Choice of Law; Jurisdiction. This Note shall be governed by and construed under the laws of the State of California, without regard to its principles or conflicts of laws. Borrower hereby submits to exclusive personal jurisdiction in said State for the enforcement of Borrower's obligations hereunder and under Deed of Trust and other Loan Documents, and waives any and all rights under the law of any other state to object to jurisdiction within such state for the purposes of litigation to enforce such obligations of Borrower.

14. Due on Transfer. If Borrower transfers or further encumbers the Collateral, or any portion thereof or interest therein (which shall include, without limitation, any "transfer" as that term is defined in the Deed of Trust), without Borrower first obtaining the written consent of Lender or reconveyance of the Collateral from the lien of the Deed of Trust or other Loan Documents, including the unpaid principal due on this Note, irrespective of the Maturity Date of said indebtedness shall, at the option of Lender, and without notice or demand, become immediately due and payable.

15. Miscellaneous.

a. Amendments. No change, amendment, modification, cancellation, or discharge of this Note, or of any part hereof, or any of the Loan Documents, shall be valid unless the party to be charged therewith shall have consented thereto in writing.

b. Assignment. This Note may be assigned or endorsed in whole or in part by Lender.

c. Partial Invalidity. If any provision of this Note is held by a court of law to be in violation of any applicable local, state, or federal law, judicial decision, or public policy, and if such court should declare such provision of this Note to be illegal, invalid, unlawful, void, voidable, or unenforceable as written, then such provision shall be given full force and effect to the fullest possible extent that it was legal, valid, and enforceable, that the remainder of this Note shall be construed as if such illegal, invalid, unlawful, void, voidable, or unenforceable provision was not contained therein, and that the rights, obligations, and interest of Borrower and Lender hereof under the remainder of this Note shall continue in full force and effect.

d. Successors and Assigns. All covenants and agreements herein shall be deemed material, and shall bind Borrower's successors and assigns, whether so expressed or not, and all such covenants shall inure to the benefit of Lender hereof and its nominees, successors, and assigns, whether so expressed or not.

e. Waiver of Setoff. Borrower hereby waives any and all rights of setoff, recoupment, and counterclaim with respect to principal and interest due on this Note and any other payments due Lender under the Loan Documents, including rights of setoff, recoupment, and counterclaim with respect to this Note and the other Loan Documents which may arise from claims, transactions, or occurrences heretofore unknown to Borrower.

f. Pay in Currency of United States of America. Principal and interest shall be payable in lawful money of the United States of America.

g. Time of Essence. Time is of the essence with regard to Borrower's performance under the terms and provisions of this Note, and any amendment, modification, or revision hereof.

h. Extensions of Time for Payment. No extension of time for the payment of this Note or any installment thereof made by agreement with any person now or hereafter liable for payment of this Note shall operate to release, discharge, modify, change, or affect the original liability of Borrower under this Note, either in whole or in part.

i. Remedies Cumulative. No right, power, or remedy herein conferred is exclusive of or shall prejudice any other right, power, or remedy of Lender given by law or by the terms of any of the Loan Documents; all such rights, powers, and remedies of Lender being cumulative. Each such right, power, or remedy may be exercised by Lender from time to time as often as it deems necessary.

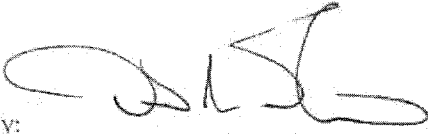
j. Cross-Default. Any default by Borrower in the performance or observance of any covenant, promise, condition, or agreement hereof shall be deemed an Event of Default under each of the Loan Documents entitling Lender to exercise any and all remedies available to Lender under the terms of any or all Loan Documents.

k. Check Return Fee. Should any check paid to Lender be returned by the financial institution drawn against for any reason, Borrower shall immediately pay to Lender a check return fee of \$45.00 per each such returned check.

l. Captions. The captions or headings at the beginning of each Paragraph hereof are for the convenience of the parties and are not part of this Note.

m. Sign. Borrower authorizes Lender to install a sign on the property up to 48" by 96" or as allowed by CC&R's advertising Lender as the source of financing.

IT WITNESS WHEREOF, Borrower has executed this Note on the date first written above.



By: \_\_\_\_\_

Pacific West Syndication Group, Inc.,  
D.B.A. Pacific West Mortgage  
David J. DaSilva



William Hunter  
PO Box 68282  
Oak Grove, OR 97267

January 23, 2015

Shawana Green  
Tax Sales Operations  
Riverside County Treasurer-Tax Collector  
4080 Lemon Street 4<sup>th</sup> Fl  
PO Box 12005  
Riverside, CA 92502

RE: APN 577420045-4  
APN 579450010-9  
TC 192, Items 861, 865  
Date of Sale: 3/20/12

#### AFFIDAVIT OF TRANSACTION AND PAY HISTORY

Dear Ms. Green:

In response to your request regarding the Loan secured by a Second Deed of Trust on the above properties:

The Loan was originated in the amount of \$500,000 on 5/26/06 and secured by 12 properties located in the Anza, CA area, including the two subject properties. Please see attached copy of Note and Deed of Trust.

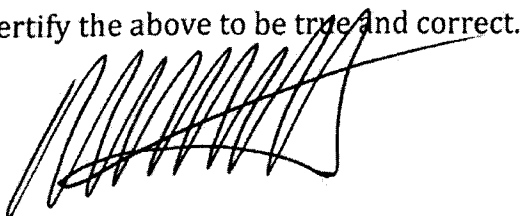
A principal payment (resulting from a sale of one of the properties) of \$106,160 was received 8/1/07, reducing the principal balance to \$393,840.

Interest was paid current through June, 2008. Interest has accrued at the rate of 15.00% since that date.

The total amount due and owing as of January 1, 2015 is:

\$393,840 of principal and accrued interest of \$383,994 (6.5 years at 15%) for a total due of \$777,834.

I certify the above to be true and correct.

A handwritten signature in black ink, appearing to be the name of the sender, William Hunter. The signature is written in a cursive style and is positioned below the certification statement.