

FORM APPROVED COUNTY COUNSEL
 BY: *GREGORY P. PRIAMOS*
 DATE: 1/12/15

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

351A



FROM: Don Kent, Treasurer/Tax Collector

SUBMITTAL DATE:
JAN 12 2015

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 192, Item 894. Last assessed to: Longhorn Management Co., a Nevada Corporation. District 4 [\$185,371] Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Global Discoveries, Ltd., assignee for Katrina Field, Trustee of the Survivor's Trust Established under the Frank and Nina Field Trust dated October 25, 1994, as amended for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 633202003-3;

(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.

Don Kent
 Don Kent
 Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 185,371	\$ 0	\$ 185,371	\$ 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* 3/12/15
 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: *[Signature]*
 Deputy

Prev. Agn. Ref.: | District: 4 | Agenda Number:

9-40

A-30
 4/5 Vote
 Positions Added
 Change Order

Departmental Concurrence

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

FORM 11: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 192, Item 894. Last assessed to: Longhorn Management Co., a Nevada Corporation. District 4 [\$185,371] Fund 65595 Excess Proceeds from Tax Sale.

DATE: JAN 12 2015

PAGE: Page 2 of 2

RECOMMENDED MOTION:

2. Authorize and direct the Auditor-Controller to issue a warrant to Global Discoveries, Ltd., assignee for Katrina Field, Trustee of the Survivor's Trust Established under the Frank and Nina Field Trust dated October 25, 1994, as amended in the amount of \$185,371.01, 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 Global Discoveries, Ltd., assignee for Katrina Field, Trustee of the Survivor's Trust Established under the Frank and Nina Field Trust dated October 25, 1994, as amended based on an Assignment of Rights to Collect Excess Proceeds dated June 25, 2012, a Deed of Trust with Assignment of Rents recorded August 17, 2001 as Instrument No. 2001-398104, a Certification of Trustees Under Trust dated June 25, 2012, the Second Restatement of Revocable Trust Agreement of the Frank and Nina Field Trust dated October 25, 1994, and the death certificate of Frank Payne Field.

Pursuant to Section 4675 (a) & (b) & (e) of the California Revenue and Taxation Code, it is the recommendation of this office that Global Discoveries, Ltd., assignee for Katrina Field, Trustee of the Survivor's Trust Established under the Frank and Nina Field Trust dated October 25, 1994, as amended be awarded excess proceeds in the amount of \$185,371.01. 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 SUMMARY

Date: July 3, 2012
To: Riverside County Treasurer and Tax Collector
Assessors Parcel Number: 633-202-003-3
Last Assessee: LONGHORN MANAGEMENT CO
Sale Date: 3/20/2012
TC: 016-021
Item Number: 894
Deadline: 5/11/2013

RECEIVED
2012 JUN 23 AM 9:09
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

Dear Treasurer/Tax Collector:

1. Claimant(s): Global Discoveries, Ltd.

The following proof of claim(s) for excess proceeds and documents are attached:

1. Deed of Trust with Assignment of Rents naming Katrina Field, Trustee of the Survivor's Trust Established Under the Frank and Nina Field Trust dated October 25, 1994 as the Beneficiary as Document Number: 2001-398104, Recorded in Riverside County on 08/17/2001.
2. Seller Financing Addendum and Disclosure (**NOTE TERMS**)
3. Statement of Amount Due & Owing
4. Amount Due & Payable Calculation Worksheet
5. Trust Certification naming Katarina Field as Trustee of the Survivor's Trust Established Under the Frank and Nina Field Trust dated October 25, 1994
6. Declaration of one and the Same Person
7. Updated Certification of Trustees Under Trust signed by Katarina Filed as Trustee of the Survivor's Trust Established Under the Frank and Nina Field Trust dated October 25, 1994
8. Assignment of Rights To Collect Excess Proceeds signed by Katarina Field, Trustee of the Survivor's Trust Established Under the Frank and Nina Field Trust dated October 25, 1994, as amended
9. Claim form(s) signed by Global Discoveries
10. Photo ID for Assignor: Katarina Field

Upon approval, claimant(s) request that the Treasurer and Tax Collector issue its warrant(s) as follows:

- One warrant in the amount of \$185,829.25 or 100% of the claimant's share of the excess proceeds made payable to Global Discoveries, Ltd. and mailed to P.O. Box 1748, Modesto, California 95353-1748.

Please address questions regarding the attached claim(s) to Jed Byerly, Chief Operating Officer, at (209) 593-3913, or e-mail to jed@globaldiscoveries.com.

The Client(s) and the staff of Global Discoveries, Ltd., thank you in advance for your timely review and approval of the attached claim(s).

Certified Tracking Number: 7009-3410-0001-7918-4369

ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the assignor as a "party of interest" must be provided at the time this document is filed with the Treasurer-Tax Collector. PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS.

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby assign to GLOBAL DISCOVERIES, LTD. my right to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 633-202-003-3, Tax Sale Number 016-021, Item 894 sold at public auction on 3/20/2012. I understand that the total of excess proceeds available for refund is \$ 185,817.00+/-, and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VALUABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning.

Katrina Field
(Signature of Party of Interest/Assignor) (Date)

Katrina Field, Trustee of the Survivor's Trust Established Under the Frank and Nina Field Trust dated October 25, 1994, as amended
(Name Printed)

Tax ID/SS# [REDACTED]

1179 Debbie Hill Rd
(Address)

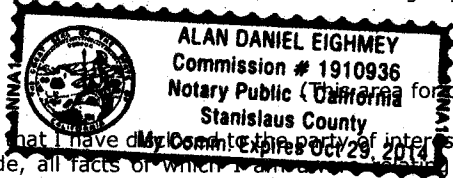
Cotati, CA 94931
(City/State/Zip)

STATE OF CALIFORNIA)
COUNTY OF SONOMA)

310-699-1278
(Area Code/Telephone Number)

On JUNE 25, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared KATRINA FIELD Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to 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.

Alan Daniel Eighmey
(Signature of Notary)



I, the undersigned, certify under penalty of perjury that I have disclosed to the assignor, pursuant to Section 4675 of the California Revenue and Taxation Code, all facts of which I am aware relating to the value of the right he is assigning, that I have disclosed to him the full amount of excess proceeds available, and that I HAVE ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN WITHOUT ASSIGNING THAT RIGHT.

Jed Byerly
(Signature of Assignee)

Jed Byerly, Chief Operating Officer
(Name Printed)

Tax ID/SS# 77-0558969

Global Discoveries, Ltd.
(Address)

STATE OF CALIFORNIA)
COUNTY OF Stanislaus)

P.O. Box 1748
Modesto, California 95353-1748
(City/State/Zip)

Phone: (209) 593-3913

On July 3, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared ***Jed Byerly*** 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]
(Signature of Notary)



(This area for official seal)

117-174 (3/85) (Ret-Perm)

GD Number: 16597-168580

[REDACTED]

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 633-202-003-3
Tax Sale Number: 016-021
Item Number: 894
Default Number: 2006-633202003-0000
Date of Sale: 3/20/2012

The undersigned claimant, Global Discoveries, Ltd., claims \$185,829.25+/- or 100% of the claimant's share of the actual amount of excess proceeds from the sale of the property referenced above.

Global Discoveries, Ltd., claims its status as a party of interest pursuant to Section 4675 of the California Revenue and Taxation Code based upon the attached documentation:

Please refer to Claim Summary and attached Documents

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

Executed this 3rd day of July, 2012 at Modesto, California.

By: [Signature]
Jed Byerly, Chief Operating Officer
Global Discoveries, Ltd. Tax ID # 77-0558969
P.O. Box 1748
Modesto, CA 95353-1748
(209) 593-3913

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of California)

County of Stanislaus)

On 7-3-2012 before me, Michelle Reynosa, Notary Public, personally appeared
(Date) (here insert name and title of the officer)

Jed Byerly, 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] (seal)
Signature of Notary Public



OLD REPUBLIC TITLE CO.

Order No.
Escrow No.
Loan No.

DOC # 2001-398104

08/17/2001 08:00A Fee:23.00

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Recorded in Official Records

County of Riverside

Gary L. Oreo

Assessor, County Clerk & Recorder



519843-1

WHEN RECORDED MAIL TO:

Gary Villa
45800 Abrigo Way
Indian Wells, Ca. 92210

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DEED OF TRUST WITH ASSIGNMENT OF RENTS
(This Deed of Trust contains an acceleration clause)

This DEED OF TRUST, made July 27, 2001, between Gary Villa, a single man, herein called TRUSTOR, whose address is 45800 Abrigo Way, Indian Wells, Ca. 92210 (Number and Street) (City) (State)

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called TRUSTEE, and

Katrina Field, Trustee of the Survivor's Trust established under the Frank and Nina Field Trust dated October 25, 1994, as amended, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that property in the City of Indian Wells County of Riverside, State of California, described as:

Lot 41 of Tract No. 2329, in the City of Indian Wells, County of Riverside, State of California, as per map recorded in book 44, pages 69 and 70 of maps, Records of Riverside County, California.

"This is a Purchase Money Deed of Trust and is being given as a portion of the Purchase Price."

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, for the purpose of securing (1) payment of the sum of \$ 188,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, (2) the performance of each agreement of Trustor incorporated by reference or contained herein and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and

(continued on reverse side)

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, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Slasklyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	789	18
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	185	672	Nevada	383	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego					

SERIES 5 Book 1964, Page 149774

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

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.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

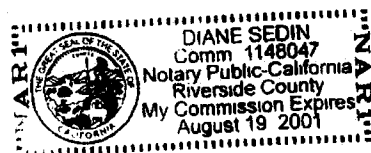
STATE OF CALIFORNIA)
COUNTY OF Riverside) ss.
On August 7, 2001 before me,
Diane Sedin
personally appeared Gary Villa

Signature of Trustor

Gary Villa

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 Diane Sedin



(This area for official notarial seal)

(continued on next page)



2001-398104
08/17/2001 08:06A
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DO NOT RECORD

The following is a copy of Subdivisions A and B 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.

A. 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 therefor; 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 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.

B. It is mutually agreed:

(1) 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 monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) 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.

(3) That at any time or from time to time, without liability therefor 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.

(4) 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 or other disposition as Trustee in its sole discretion may choose 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."

(5) 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.

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

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having



2001-398104
08/17/2001 08:09A
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been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of 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.

(7) 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 page where this Deed is recorded and the name and address of the new Trustee.

(8) 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.

(9) 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.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

TO FIRST AMERICAN TITLE INSURANCE COMPANY, TRUSTEE:

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness 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 said note or notes above mentioned, and all other 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 _____

Please mail Deed of Trust,
Note and Reconveyance to _____

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

DEED OF TRUST
WITH POWER OF SALE



First American
Title Insurance
Company
TRUSTEE

2881-338104
08/17/2001 08:00A
4 of 4





CALIFORNIA
ASSOCIATION
OF REALTORS®

SELLER FINANCING ADDENDUM AND DISCLOSURE
(California Civil Code §§2956-2967)

This is an addendum to the Residential Purchase Agreement, Counter Offer, or Other _____, ("Agreement"), dated July 11, 2001

On property known as 45675 Via Corona, Indian Wells, CA 92210 ("Property"),

In which Gary Villa is referred to as Buyer,
and Katarina Field is referred to as Seller.

Seller agrees to extend credit to Buyer as follows:

- 1. PRINCIPAL; INTEREST; PAYMENT; MATURITY TERMS:** Principal amount \$ 188,000.00, interest at 8.000 % per annum, payable at approximately \$ 1,253.33 per month, year, or other _____, remaining principal balance due in 5 years.
- 2. LOAN APPLICATION; CREDIT REPORT:** Within 5 (or _____) Days After Acceptance: (a) Buyer shall provide Seller a completed loan application on a form acceptable to Seller (such as a FNMA/FHLMC Uniform Residential Loan Application for residential one to four unit properties); and (b) Buyer authorizes Seller and/or Agent to obtain, at Buyer's expense, a copy of Buyer's credit report. Buyer shall provide any supporting documentation reasonably requested by Seller. Seller may cancel this Agreement in writing if Buyer fails to provide such documents within that time, or if Seller disapproves any above item within 5 (or _____) Days After receipt of each item.
- 3. CREDIT DOCUMENTS:** This extension of credit by Seller will be evidenced by: Note and deed of trust; All-inclusive note and deed of trust; Installment land sale contract; Lease/option (when parties intend transfer of equitable title); OR Other (specify) _____

THE FOLLOWING TERMS APPLY ONLY IF CHECKED. IF NOT CHECKED, THE TERM IS NOT PART OF THE SELLER FINANCING.

- LATE CHARGE:** If any payment is not made within 5 Days After it is due, a late charge of either \$ 75.00, or 6.000 % of the installment due, may be charged to Buyer. NOTE: on single family residences that Buyer intends to occupy, Civil Code §2954.4(a) limits the late charge to no more than 6% of the total monthly payment due and requires a grace period of no less than 10 days.
- BALLOON PAYMENT:** The loan will provide for a balloon payment, in the amount of \$ 188,000.00, plus any accrued interest, which is due on August 1, 2006 (date).
- PREPAYMENT:** If all or part of this loan is paid early, Seller may charge a prepayment penalty as follows (if applicable): _____ Caution: Civil Code §2954.9 contains limitations on prepayment penalties for residential one-to-four unit properties.
- DUE ON SALE:** If any interest in the Property is sold or otherwise transferred, Seller has the option to require immediate payment of the entire unpaid principal balance, plus any accrued interest.
- REQUEST FOR COPY OF NOTICE OF DEFAULT:** A Request for a copy of Notice of Default under Civil Code §2924(b) will be recorded. If Not, Seller is advised to consider recording a Request for Notice of Default.
- REQUEST FOR NOTICE OF DELINQUENCY:** A Request for Notice of Delinquency, as defined in Civil Code §2924(e), to be signed and paid for by Buyer, will be made to senior lienholders. If not, Seller is advised to consider making a Request for Notice of Delinquency. Seller is advised to check with senior lienholders to verify whether they will honor this request.
- TAX SERVICE:**
 - A. If property taxes on the Property become delinquent, tax service will be arranged to report to Seller. If not, Seller is advised to consider retaining a tax service, or to otherwise determine that property taxes are paid.
 - B. Buyer, Seller, shall be responsible for the initial and continued retention of, and payment for, such tax service.
- TITLE INSURANCE:** Title insurance coverage will be provided to both Seller and Buyer, insuring their respective interests in the Property. If Not, Buyer and Seller are advised to consider securing such title insurance coverage.
- HAZARD INSURANCE:**
 - A. The parties' escrow holder or insurance carrier will be directed to include a loss payee endorsement, adding Seller to the Property insurance policy. If Not, Seller is advised to secure such an endorsement, or acquire a separate insurance policy.
 - B. Property insurance does not include earthquake or flood insurance coverage, unless checked:
 - Earthquake insurance will be obtained;
 - Flood insurance will be obtained.
- PROCEEDS TO BUYER:** Buyer will receive cash proceeds at the close of the sale transaction. The amount received will be approximately \$ _____, from _____ (indicate source of proceeds). Buyer represents that the purpose of such disbursement is as follows: _____

*See footnote on page 2.

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Buyer and Seller acknowledge receipt of copy of this page.

Buyer's Initials (_____) (_____)
Seller's Initials (_____) (_____)



Reviewed by _____

Broker or Designee _____

Date _____

REVISION DATE 10/2000
SFA-11 (PAGE 1 OF 3)

SELLER FINANCING ADDENDUM AND DISCLOSURE (SFA-11 PAGE 1 OF 3)

John Anselmo
REMAX REAL ESTATE CONSULTANTS 72608 EL PASO, PALM DESERT CA 92260

Phone: 760-836-3224

Fax: 760-836-3225

T5335802.ZFX



RE/MAX Real Estate Consultants

ESCROW DIVISION
74-199 EL PASEO, SUITE #200
PALM DESERT, CA. 92260

*change
on page
2-6
only*

[Signature]
7/24/01

(760) 836-1881 • Fax (760) 836-1887

ESCROW INSTRUCTIONS TO

Re/Max Real Estate Consultants/Escrow Division

Escrow No.: 01-00435-DS
Escrow Officer: Diane Sedin
Date: July 16, 2001

ESCROW SUMMARY:	
Buyer has deposited	\$ 10,000.00
Broker has on deposit for account of buyer	\$
Buyer will deposit prior to close of escrow	\$ 142,000.00
Buyer paid seller outside escrow (receipt acknowledged by seller)	\$
Deed of Trust of Record	\$
Deed of Trust to Record	\$ 188,000.00
Deed of Trust to Record	\$
TOTAL CONSIDERATION:	\$ 340,000.00

RE/MAX REAL ESTATE CONSULTANTS ESCROW DIVISION IS LICENSED BY THE DEPARTMENT OF REAL ESTATE, STATE OF CALIFORNIA.

Buyer shall deliver to you any instruments and/or funds required from Buyer to enable you to comply with these instructions, all of which you are authorized to use and/or deliver on or before **August 16, 2001** and when you are in a position to obtain a standard Policy of Title Insurance through **Old Republic Title Company**, provided that said policy has a liability of at least the amount of the above total consideration, covering the following described property in the City of Indian Wells, County of Riverside, State of California.

Lot 41 of Tract 2329, as recorded in Book 44, pages 69 and 70 of maps, in the City of Indian Wells, County of Riverside, State of California

Property Address: 45675 Via Corona, Indian Wells, CA 92210 (NOT VERIFIED BY ESCROW HOLDER)

*****SEE ADDITIONAL INSTRUCTIONS ATTACHED HERETO AND MADE A PART HEREOF*****

Initials _____

Each of the above signed states he has read the foregoing instructions and understands and agrees to them.

MAILING ADDRESS:

Field Manufacturing Co.

2535 Maricopa Street, Torrance, CA, 90503

*****SEE ADDITIONAL INSTRUCTIONS ATTACHED HERETO AND MADE A PART HEREOF*****

Initials _____

Each of the above signed states he has read the foregoing instructions and understands and agrees to them.

SHOWING TITLE VESTED IN: Gary Villa, (Exact vesting to be provided prior to close of escrow)

ESCROW HOLDER IS AUTHORIZED AND INSTRUCTED TO INSERT/CORRECT BUYER'S NAME/VESTING ON THE TRANSFERRING DOCUMENTS.

FREE FROM ENCUMBRANCES EXCEPT:

- 1) The installment (s) of the General and Special County, and City (if any) taxes, including any special district levies, payments which are included therein and collected therewith, for current fiscal year, not delinquent, including taxes for ensuing year, if any, a lien not yet due or payable.
- 2) Covenants, conditions, restrictions, reservations, rights, rights of way, easements and exceptions of minerals, oil, gas, water, carbons and hydrocarbons on or under said land, now of record, and in deed to file, if any, affecting the use and occupancy of said property.
- 3) Assessments and bonds of record, if any, not delinquent.
- 4) Deed of Trust to record in the amount of \$188,000.00.

INSTRUCTIONS:

PURCHASE MONEY DEED OF TRUST: Deed of Trust to record securing a note for \$188,000.00, executed by the above vestee, in favor of the Survivor's Trust of the Frank and Nina Field Trust UDT December 9, 1980, or order, payable at place designated by Payee, Bearing interest at the rate of 8.00% per annum, from date of close of escrow: interest only, or more, amortized over thirty (30) years due and payable in five (5) years. Escrow Holder is authorized to insert exact dates above signatures at close of escrow.

NOTE RECITALS: SAID NOTE SHALL CONTAIN THE FOLLOWING RECITALS:

"In the event any payment is not paid within 10 days of the due date, Trustor shall pay to Beneficiary a late charge equal to 6% of the installment due, or \$5.00 whichever is greater, in addition to each payment due and unpaid."

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

"In the event the property described herein, or any part hereof, or any interest therein, is sold, conveyed, alienated, assigned or otherwise transferred by the Maker, or by the operation of law or otherwise, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, at the option of the Payee thereof, and without demand or notice shall immediately become due and payable, except as prohibited by California Civil Code Section 2924.6, or other applicable law."

*****SEE ADDITIONAL INSTRUCTIONS ATTACHED HERETO AND MADE A PART HEREOF*****

Initials _____

Each of the above signed states he has read the foregoing instructions and understands and agrees to them.

PRELIMINARY TITLE REPORT: Buyer shall be provided a current preliminary title report covering the property. Buyer shall within 5 days from receipt thereof, provide written notice to Escrow Holder of any items reasonably disapproved. In the event Escrow Holder does not receive written disapproval within said time period, the report shall be deemed approved.

INSURANCE: Buyer will hand Escrow Holder a new fire insurance policy adequate to meet all lender requirements. Buyer will hand Escrow Holder a paid receipt for first annual premium thereon or sufficient funds with which to pay same.

PEST CONTROL REPORT: Seller shall provide to Buyer, at Seller's expense, a current written Wood Destroying Pests and Organisms Inspection Report covering the property by a registered structural pest control company. Seller shall pay for work recommended to correct conditions described in "Section 1" of the report. Buyer shall pay for work recommended to correct conditions described in "Section 2" of the report, if requested by Buyer.

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

HOME PROTECTION PLAN: Buyer and Seller have been informed that Home Protection Plans are available. Such plans may provide additional protection and benefit to a Seller or Buyer. The California Association of Realtors and the Broker(s) in this transaction do not endorse or approve any particular company or program. A Buyer's coverage Home Protection Plan to be issued by RAM, at a cost not to exceed \$250.00, to be paid by Buyer at the close of escrow. Buyer to pay any additional cost. Escrow Holder's only responsibility in connection with same is to pay the premium at close of escrow. It is the responsibility of the Buyer to verify coverage after close of escrow. OK

BUYER CHARGES

At close of escrow, Escrow Holder is authorized and instructed to charge the account of the Buyer with following when applicable: Buyers Escrow Fee; ALTA Loan Policy Premium; New Loan Fees, as required by Lender; Fire Insurance Premium; Recording Fees-Deed and Deed of Trust; Notary Fees at \$10.00 per signature and Federal Express at \$25.00 per item.

SELLER'S CHARGES

At close of escrow, Escrow Holder is authorized and instructed to charge the account of the Seller with the following when applicable: Title Policy Premium; Seller Escrow Fee; Conveyance Fees; Transfer Tax; Demands of existing Liens of record, if any; Drawing Grant Deed; Zone Disclosure; Commission, per attached order; Notary Fees at \$10.00 per signature and Federal Express at \$25.00 per item.

Make the following prorations and adjustments as of CLOSE OF ESCROW:

Prorate taxes on Real Property, based on information furnished by Seller/Title Company

SEE ADDITIONAL INSTRUCTIONS ATTACHED HERETO AND MADE A PART HEREOF

Initials _____

Each of the above signed states he has read the foregoing instructions and understands and agrees to them.

AS A MATTER OF RECORD ONLY WITH WHICH ESCROW HOLDER IS NOT TO BE CONCERNED NOR HELD LIABLE, PARTIES HERETO WISH IT TO BE MADE KNOWN THAT THEY HAVE ENTERED INTO AN AGREEMENT OUTSIDE OF THIS ESCROW, THAT:

CONDITION OF PROPERTY: Property is sold in its PRESENT physical condition on the date of Acceptance and subject to Buyer inspection rights; Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of acceptance; and, all debris and personal property not included in the sale shall be removed by close of escrow.

PHYSICAL INSPECTION: Buyer shall have the right, at Buyer's expense to select a licensed contractor(s) or other qualified professional(s), to inspect and investigate the subject property, including but not limited to structural, plumbing, heating, electrical, built-in appliances, roof, soils, foundation, mechanical systems, pool, pool heater, pool filter, and air conditioner, if any, possible environmental hazards such as asbestos, formaldehyde, radon gas and other substances/products. Buyer shall keep the subject property free and clear of any liens, indemnify and hold Seller harmless from all liability, claims, demands, damages of costs, and repair all damages to the property arising from the inspections. All claimed defects concerning the condition of the property that adversely affect the continued use of the property for the purposes for which it is presently being used shall be in writing, supported by written reports, if any, and delivered to Seller within 14 calendar days after Seller's acceptance. Buyer shall furnish Seller copies, at no cost, of all reports concerning the property obtained by Buyers. When such reports disclose conditions or information unsatisfactory to the Buyer, which the Seller is unwilling or unable to correct, Buyer may cancel this agreement. Seller shall make the premises available for all inspections. BUYER'S FAILURE TO NOTIFY SELLER SHALL CONCLUSIVELY BE CONSIDERED APPROVAL.

LIQUIDATED DAMAGES: All parties have initialed the liquidated damages clause as contained in the Real Estate Purchase Contract and Receipt for deposit. In the event of a cancellation, all parties are aware Escrow Holder shall require a separate cancellation instruction signed by all parties.

ARBITRATION OF DISPUTES: All parties have initialed the Arbitration of Disputes clause as contained in the Real Estate Purchase Contract and Receipt for Deposit. In the event of a cancellation, all parties are aware Escrow Holder shall require a separate cancellation instruction signed by all parties.

THE FOREGOING INSTRUCTIONS AND THOSE "GENERAL INSTRUCTIONS" ATTACHED HERETO AND MADE A PART HEREOF ARE APPROVED AND ACCEPTED IN THEIR ENTIRETY AS IF FULLY SET OUT IN THIS PARAGRAPH. EACH OF THE UNDERSIGNED BUYER (S) AND SELLER (S) HEREBY AUTHORIZE ESCROW HOLDER TO FURNISH COPIES OF CLOSING STATEMENTS TO LENDER (S) AND/OR BROKER (S) INVOLVED.

SEE ADDITIONAL INSTRUCTIONS ATTACHED HERETO AND MADE A PART HEREOF

Initials _____

Each of the above signed states he has read the foregoing instructions and understands and agrees to them.

These escrow instructions are prepared and executed for the purpose of enabling Escrow Holder to complete the proposed transaction, but are in no way intended to modify, amend, supersede, or in any way change that certain "Real Estate Purchase Contract and Receipt for Deposit" and any "Addendums" or "Counter Offers" executed by the parties hereto.

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

I/We have received a copy of these instructions.

BUYERS SIGNATURE:

Gary Villa

MAILING ADDRESS: 45800 Abrigo Way Indian Wells, CA 92210
FORWARDING ADDRESS: 45800 Abrigo Way Indian Wells, CA 92210

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

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

I/We have received a copy of these instructions.

SELLER'S SIGNATURE:

Survivor's Trust established under The Frank and
Nina field Trust

By: Katarina Field, Trustee

*****SEE ADDITIONAL INSTRUCTIONS ATTACHED HERETO AND MADE A PART HEREOF*****

Initials _____

Each of the above signed states he has read the foregoing instructions and understands and agrees to them.

Agent Detail Report

Listings as of 04/30/12 at 7:50am

Sold 08/17/01 Listing # 21109315 45675 Via Corona Indian Wells, CA 92210-8750 Listing Price: \$397,000
 County: Riverside Cross St: Map: 849, B1



Prop Type Residential
 Area 325-Indian Wells
 Beds 3
 Baths(FTHQ) 3 (2 0 1 0)
 Year Built 1964
 APN 633202003
 Occupant Vacant
 Prop Subtype(s) Single Fam Res Detch
 Subdivision Not in a Development
 Approx SqFt 2309 Assessor
 Price/Sq Ft \$147.25
 Lot Acres (approx)
 Phone to Show 760-346-2861

DOM/CDOM 23/23 Showing Instr. Call First,Go Direct

Directions Hwy 111 to Eldorado Drive to Osage, right on Via Corona
 Public Marketing Remark Great location in Indian Wells, views, back yard facing west, white interior paint, white tile, newer carpet, white shutters throughout, newer built in stove, ovens, pool, spa, fruit trees, three bedrooms plus family room, wet bar and entertainment area, fireplace, Master bathroom sunken tub.

Listing Agent John Anselmo (ID:27011) Primary:760-836-3224, FAX: 888-808-7201
 Listing Office RE/MAX Real Estate Consultants (ID:2530) Phone: 760-346-0500
 Agreement Type Excl. Right to Sell Listing Date 06/22/01 Expiration Date 12/31/01

Commission 3% Variable Rate No

Pending Date 07/15/01 Estimated Selling Date

Sold Price 340,000 Selling Date 08/17/01
 Original Price 350,000 SP%LP 85.64
 Selling Agent Margot Green (ID: 20528) Phone: 760-831-5445 Selling Office Tarbell REALTORS (ID: 2140) Phone: 760-346-7405
 Selling Co-Agent Selling Co-Office
 Financing Owner Carry Selling Comments

Compensation Type Percent (%) Selling Office Comp 3.000
 Variable Rate No Bedroom Features Walk In Closet(s)
 Residence Descrip. One Level Unit Location Ground Floor
 Entry Door Faces West Entry Floor Number 0

Sale Type Notice Default Filed No
 REO/Bank Owned No Key Safe Supra - DAMLS
 Short Pay No Sign Yes
 Key Safe Location Front Door Building Description Cathedral/Vaulted, No Common Walls
 Rent/Lease No Interior/Exterior Wet Bar, Double Door Entry, Ceiling Fan
 Total Floors in Bldg 0 AC Type Air Conditioning, Central
 Heating Type Forced Air Foundation Concrete Slab
 Fencing Block Wall Windows Window Shutters
 Floors Wall to Wall Carpet, Ceramic Tile Fireplace Yes
 Patio Yes Fireplace Location Living Room
 Patio Description Covered, Concrete Slab Pool Yes
 Appl. Incl. in Sale Garbage Disposal, Dishwasher Spa Yes
 Pool Description In Ground, Heated - Gas, Heated & Filtered, Gunite

Spa Description Private, In Ground, Gunite Rooms Fam Room Separate, Living Room, Family Room, Entry, Den/Office
 View Mountain View, Hills View, Pool View

Eat Area Formal Dining Room, Dining Ell, Area
 Additional Property Features
 Lot # L-0041 Tract # 02329-00
 School District Desert Sands Unified Horse Property No
 Flood Zone No Garage Double
 Garage Description Attached Garage Door Opener Yes
 # of Remote Controls 0 Parking Space Total # 2
 Other Prkg Spc Total 0.00
 Parking Features Direct Garage Access Laundry Individual Room
 Covered Prkg Total 0.00 Roof Composition
 Dryer Hookup Gas Water District
 Sewer Unknown Sprinklers Auto Timer
 Security System No 220 Volt Locations In Laundry
 TV Services Cable

Financial Information Terms Cash to New Loan, Cash
 Trnsfr of Possession Close of Escrow Furnished No
 Land Fee
 Lot Description Yard, Lot Level/Flat

Presented By: John Anselmo Lic: 01230889 / RE/MAX Real Estate Consultants Phone: 760-836-3224 Lic: 01188886
 Featured properties may not be listed by the office/agent presenting this brochure.

**CERTIFICATION OF TRUSTEES UNDER TRUST
(California Probate Code Section 18100.5)**

I (we), Katrina Field, Trustee of the Survivor's Trust Established Under the Frank and Nina Field Trust dated October 25, 1994, as amended, being of legal age, declares under penalty of perjury:

1. Declarant(s) certify the existence of the following described Trust and state that he/she/they are all of the current trustees:

Name of Trust: The Survivor's Trust Established Under the Frank and Nina Field Trust
Date of Trust: October 25, 1994
Trustor(s)/Settlor(s): Frank and Nina Field
Original Trustee(s): Frank and Nina Field
Trust Identification, Social Security or Employer Identification 573-70-8036

2. Declarant(s) state that the Trust is in full force and effect and has not been revoked, terminated or otherwise amended in any manner which would cause the representations in this Certification to be incorrect. The name(s) of all persons who have any power to revoke the trust are: Katrina Field.
3. Declarant(s) state the following named trustee(s) is/are full empowered to act for said Trust and is/are properly exercising his/her/their authority under said Trust in negotiating for, contract for and executing the document(s) attached hereto, and that no trustee(s) other than the following named trustees are necessary under the Trust to sign said document(s):

Trustees authorized to sign: Katrina Field
Nature of document: Assignment of Right to Collect Excess Proceeds
Date of document: 6-25-2012

4. Declarant(s) state that to the best of their knowledge, there are no claims, challenges of any kind or cause of action alleged, contesting or questioning the validity of the Trust or the trustee's authority to act for the Trust.
5. This Declaration is prepared and executed pursuant to California Probate Code Section 18100.5.

Signed under penalty of perjury, this 25 day of JUNE, 2012.

Katrina Field
Signature

Name: KATRINA FIELD
Address: 1179 Debbie Hill Rd
City, State, Zip Cotati CA 94931

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of CALIFORNIA)

County of SONOMA)

On JUNE 25, 2012 before me, ALAN DANIEL EIGHMEY, ^{NOTARY} PUBLIC, personally appeared
(Date) (here insert name and title of the officer)

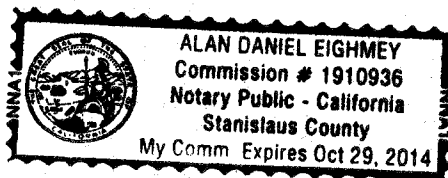
KATRINA FIELD, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument 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

Alan Daniel Eighmey (seal)
Signature of Notary Public

GD Number: 16597-168580



TRUST CERTIFICATION
(California Probate Code section 18100.5)

TO: County Counsel, County of Sonoma, State of California

RE: KATARINA FIELD, TRUSTEE OF THE SURVIVOR'S TRUST
ESTABLISHED UNDER THE FRANK AND NINA FIELD TRUST DATED
OCTOBER 25, 1994, AS AMENDED

Trust Agreement/Declaration dated: October 25, 1994

Made under the laws of the state of: California

By: Frank P Field and Katarina, Nina, Field
name of settlor(s) [person(s) who created the Trust]

By: Frank P Field and Katarina Nina Field
name of settlor(s) [person(s) who created the Trust]

The undersigned: Katami Field
Trustee(s)

for the settlor(s) certify(ies) to you that:

1. The above Trust instrument has not been revoked and is in full force and effect.

2. The names(s) of the Trustee(s) now qualified to act under the Trust instrument and who is/are the only trustee(s) qualified to act is/are:
Katarina Field

3. The trust is:

irrevocable

revocable and the person(s) holding the power to revoke is/are:
Katarina Field

4. If there is more than one Trustee, the Trustee(s) may exercise the powers set forth in Paragraph 3 above by: all less than all] their signatures.
(Attach excerpt from Trust showing such provision.)

TRUST CERTIFICATION (cont.)
(Probate Code section 18100.5)

5. The Trust identification number is:

Social Security Number: _____

Employer Identification Number: _____

6. Title to the Trust assets should be taken as:

Survivor's Trust Established
under The Frank and Nina Tield
trust dated October 25, 1994 as
Amended.

7. The above referenced Trust instrument has not been amended, modified or supplemented except as follows:

(state amendments, etc.)

8. The undersigned Trustee(s) hereby certify that he/she/they have full power and authority under the Trust Agreement to execute all real estate transactions, contracts to encumber trust real property, escrow instructions, conveyance deeds, deeds of trust, promissory notes, request for reconveyance, contracts and any other documentations required in connection with the Land Conservation Contract with the County of Sonoma .

THIS CERTIFICATION IS EXECUTED BY ALL CURRENTLY ACTING TRUSTEES OF THE TRUST PURSUANT TO SECTION 18100.5 OF THE CALIFORNIA PROBATE CODE

Katarina Field
Katarina Field, Trustee

NOTE: Acknowledgments must be attached.

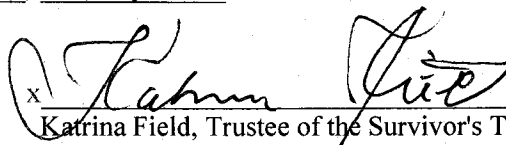


DECLARATION
OF ONE AND THE SAME PERSON

I, Katrina Field, Trustee of the Survivor's Trust Established Under the Frank and Nina Field Trust dated October 25, 1994, as amended, do hereby declare:

1. I am over the age of 18 and a resident of Cotati, CA. The facts set forth herein are true of my own personal knowledge. If called to testify as a witness in a judicial proceeding, I could, and would, testify truthfully and competently thereto.
2. I am one and the same person who is mentioned on the referenced Deed of Trust with Assignment of Rents as Document Number: 2001-398104, Recorded in Riverside County on 08/17/2001.
3. I am one and the same person as Katrina Nina Field, Katrina N. Field and Katrina Field.
4. I am one and the same person as Katarina Nina Field, Katarina N. Field and Katarina Field.
5. I assigned the excess proceeds to Global Discoveries, Ltd., for Riverside County Assessors Parcel Number 633-202-003-3, on 6-25-2012.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 25 day of JUNE, 2012, at COTATI, CA


x _____
Katrina Field, Trustee of the Survivor's Trust Established Under the
Frank and Nina Field Trust dated October 25, 1994, as amended

JURAT

State of CALIFORNIA

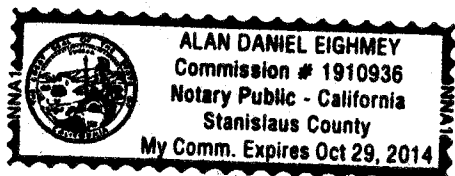
County of SONOMA

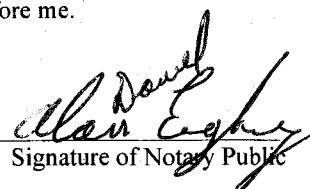
Subscribed and sworn to (or affirmed) before me on this

25 day of JUNE, 2012, by
Date Month Year

KATRINA FIELD
Name of Signer

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature 
Signature of Notary Public

(Place Notary Seal Above)

STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 633-202-003-3, Situs Address: 45675 VIA CORONA INDIAN WELLS was \$188,000.00. The amount still due and owing as of the 3/20/2012 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$279,181.66.

I 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.

JUNE 25, 2012
DATE: MONTH, DAY, YEAR

Katrina Field, Trustee of the Survivor's Trust
Katrina Field, Trustee of the Survivor's Trust Established Under the Frank and Nina Field Trust dated October 25, 1994, as amended

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of CALIFORNIA)

County of SONOMA)

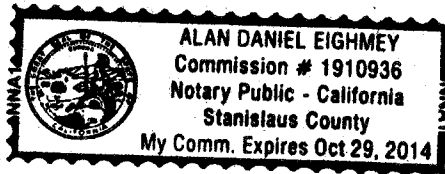
On JUNE 25, 2012 before me, ALAN DANIEL EIGHMEY, PUBLIC, ^{NOTARY} personally appeared
(Date) (here insert name and title of the officer)

KATRINA FIELD, 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.

Alan Daniel Eighmey (seal)
Signature of Notary Public



Amount Due And Payable Calculation

Trustor(s) or Debtor(s):	Gary Villa
Beneficiary(ies) or Creditor(s):	Katrina Field, Trustee of the Survivor's Trust Established Under the Frank and Nina Field Trust dated October 25, 1994, as amended
Instrument Number:	2001-398104
County:	Riverside
APN:	633-202-003-3
Original Principal Balance of Loan:	\$188,000.00
Interest Rate:	8%
Last Payment Received Date:	7/1/2006
Interest Accrual to Date:	3/20/2012
Total in Years:	5.72
Total Interest Due:	\$86,020.44
Monthly Payment:	\$1,253.33
Late Payment Penalty-Percent:	6%
Total Late Fees:	\$5,161.21
Interest and Late Payments Due:	\$91,181.66
Unpaid Principal Balance Due:	\$188,000.00
Total Due to Date:	\$279,181.66

September 11, 2012

VIA CERTIFIED MAIL

Riverside County
Treasurer & Tax Collector
Attn: Adrian Potenciano
4080 Lemon St. 4th Floor
Riverside, CA 92501

APN(s): 633-202-003-3
Date of Sale: 3/20/2012
TC # 016-021 Item(s) # 894

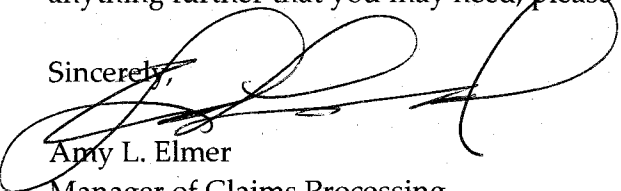
Dear Excess Proceeds Department:

Please find the following documentation to support our claim for the above referenced parcel:

- Copy of the Frank and Nina Field Trust
- **Certified** Certificate of Death for Frank Field

We hope the above referenced assists in perfecting our claim for the above referenced parcel. If there is anything further that you may need, please contact me at (209) 593-3917 or (800) 710-1703.

Sincerely,



Amy L. Elmer
Manager of Claims Processing
Global Discoveries, LTD.

Enclosures

MR

Certified Tracking #: 7008-1140-0002-8508-8385

SECOND RESTATEMENT OF REVOCABLE TRUST AGREEMENT

THE FRANK AND NINA FIELD TRUST

This Second Restatement of Revocable Trust Agreement is entered into by and between FRANK P. FIELD and KATARINA ("NINA") FIELD, as "Settlors," and FRANK P. FIELD and KATARINA ("NINA") FIELD, as "Trustees" (hereinafter sometimes referred to in the singular as "Trustee"), and restates and amends in its entirety that certain Declaration of Trust entered into between the Settlers and the Trustees dated December 9, 1980, as previously restated on August 11, 1994, pursuant to the powers to amend retained by the Settlers in the restatement of the Declaration of Trust.

ARTICLE 1. NAME OF TRUST

During the joint lifetimes of the Settlers, this Trust shall be known as The Frank and Nina Field Trust.

ARTICLE 2. FAMILY INFORMATION

The Settlers, FRANK P. FIELD and KATARINA ("NINA") FIELD, are married to one another. The Settlers have two (2) children of their marriage to one another, whose names and dates of birth are PATRICK F. FIELD, born December 18, 1974, and SUZETTE K. FIELD, born September 6, 1978. The Settlor FRANK P. FIELD has two (2) children from a prior marriage, whose names are FRANK P. FIELD, JR. and STEVEN V. FIELD.

been distributed outright to the disclaimant's issue had the disclaimant predeceased the Surviving Settlor, or shall be distributed to the Trustee to be held, administered and distributed as provided in paragraph 5.5.6, above, if the disclaimed interest would have been held in trust for the benefit of the disclaimant's issue had the disclaimant predeceased the Surviving Settlor.

5.7. Ultimate Distribution.

If at any time before full distribution of the Trust estate, both Settlers and all Settlers' issue are deceased and no other disposition of the property is directed by this instrument, the remaining portion of the Trust shall then be distributed one-half (1/2) to the legal heirs of each Settlor, the identity and respective shares of those heirs to be determined in all respects as though the death of each Settlor had occurred immediately following the event requiring distribution, and shall be determined according to the laws of succession of the State of California then in force relating to separate property not acquired from a parent, grandparent, or previously deceased spouse.

ARTICLE 6. TRUSTEE AND SUCCESSOR TRUSTEE

6.1. Resignation and Appointment of Successor Trustee.

6.1.1. Resignation.

Any Trustee may resign at any time upon giving written notice to any Settlor and to the successor Trustee.

6.1.2. Appointment.

A. All Trusts Except Trust for FRANK P. FIELD, JR.

. Except as otherwise provided in paragraph 6.1.2.B, below, if one (1) of the initial Trustees ceases acting as a Co-Trustee, the remaining initial Trustee shall serve as sole Trustee of all Trusts created herein. If both of the initial Trustees cease acting as Trustee, then BANK OF AMERICA NTSA, Los Angeles, shall serve as the successor Trustee of all Trusts created herein.

B. Trust for FRANK P. FIELD, JR.

With respect to the Trust for the benefit of FRANK P. FIELD, JR. established under paragraph 5.2.4, if such Trust is created, KATARINA ("NINA") FIELD shall serve as Trustee of such Trust. If she ceases to serve as Trustee of such Trust, PATRICK F. FIELD shall serve as Trustee of such Trust. With respect to the Trust for the benefit of FRANK P. FIELD, JR. established under subparagraph 5.5.4.B(2)(a), if such Trust is created, PATRICK F. FIELD shall serve as Trustee of such Trust.

6.2. Vacancy.

If for any reason there is a vacancy in the office of Trustee of any Trust created herein which is not filled pursuant to the provisions of section 6.1, above, such vacancy shall be filled by the majority vote of the adult beneficiaries then entitled to receive currently distributable income of such Trust

Frank P. Field
Frank P. Field

Katarina Field
Katarina Field

Katarina Field SETTLORS

10/25-94

Frank P. Field
Frank P. Field

Katarina Field
Katarina Field

Katarina Field TRUSTEES

10/25

APPROVED:

MULLEN & HENZELL
Attorneys for Settlers

By: Dennis W. Reilly

10-25-94

dwr/14809/0001/94DOCS/Rest2RevTr

STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF LOS ANGELES • REGISTRAR-RECORDER/COUNTY CLERK

3 051996 22 1025

39619052530

CERTIFICATE OF DEATH

USE BLACK INK ONLY/NO ERASURES, WHITOUTS OR ALTERATIONS
VS-11 (REV. 7/83)

STATE FILE NUMBER			LOCAL REGISTRATION NUMBER		
1. NAME OF DECEDENT—FIRST (GIVEN) FRANK		2. MIDDLE PAYNE		3. LAST (FAMILY) FIELD	
4. DATE OF BIRTH MM/DD/CCYY 10/05/1912		5. AGE YRS. 84		6. SEX MALE	
7. DATE OF DEATH MM/DD/CCYY 12/15/1996		8. HOUR 0920			
9. STATE OF BIRTH UTAH		10. SOCIAL SECURITY NO.		11. MILITARY SERVICE	
12. MARITAL STATUS MARRIED		13. EDUCATION—YEARS COMPLETED 18			
14. RACE CAUC.		15. HISPANIC—SPECIFY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		16. USUAL EMPLOYER SELF EMPLOYED	
17. OCCUPATION OWNER OPERATOR		18. KIND OF BUSINESS PLASTIC/METAL MFG.		19. YEARS IN OCCUPATION 50	
20. RESIDENCE—STREET AND NUMBER OR LOCATION 854 NAPOLI DR.					
21. CITY PACIFIC PALISADES		22. COUNTY LOS ANGELES		23. ZIP CODE 90272	
24. YRS IN COUNTY 84		25. STATE OR FOREIGN COUNTRY CALIFORNIA			
26. NAME, RELATIONSHIP KATARINA FIELD WIFE					
27. MAILING ADDRESS (STREET AND NUMBER OR RURAL ROUTE NUMBER, CITY OR TOWN, STATE, ZIP) 854 NAPOLI DR. PACIFIC PALISADES, CA. 90272					
28. NAME OF SURVIVING SPOUSE—FIRST KATARINA		29. MIDDLE PAYNE		30. LAST (MAIDEN NAME) LUNDKUIST	
31. NAME OF FATHER—FIRST FRANK		32. MIDDLE PAYNE		33. LAST FIELD	
34. BIRTH STATE CA		35. NAME OF MOTHER—FIRST EMILY		36. MIDDLE PAYNE	
37. LAST (MAIDEN) FARGUAR		38. BIRTH STATE CA			
39. DATE MM/DD/CCYY 12/19/1996		40. PLACE OF INTERMENT FOREST LAWN MEM. PARK 1712 S. GLENDALE AVE., GLENDALE, CA. 91205			
41. TYPE OF DISPOSITION(S) BURIAL					
42. LICENSE NO. 8257				43. LICENSE NO.	
44. NAME OF FUNERAL DIRECTOR FOREST LAWN MTY GLENDALE					
45. LICENSE NO. ED 056				46. DATE MM/DD/CCYY 12/18/1996	
101. PLACE OF DEATH RESIDENCE		102. FACILITY OTHER THAN HOSPITAL <input type="checkbox"/> HOME <input type="checkbox"/> HOSP. <input type="checkbox"/> OTHER		103. COUNTY LOS ANGELES	
104. CITY PACIFIC PALISADES					
105. STREET ADDRESS—STREET AND NUMBER OR LOCATION 854 NAPOLI DRIVE					
107. DEATH WAS CAUSED BY: (ENTER ONLY ONE CAUSE PER LINE FOR IMMEDIATE CAUSE)		108. DEATH REPORTED TO CORONER		109. REFERRAL NUMBER	
(A) CARDIOPULMONARY ARREST		<input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO		96-58474	
DUE TO (B) ATHEROSCLEROTIC CORONARY ARTERY DISEASE		110. AUTOPSY PERFORMED		111. USED IN DETERMINING CAUSE	
DUE TO (C) _____		<input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
DUE TO (D) _____		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO CAUSE GIVEN IN 107 DIABETES MELLITUS					
113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? IF YES, LIST TYPE OF OPERATION AND DATE NO					
114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE AND PLACE STATED FROM THE CAUSES STATED. DECEDENT ATTENDED SINCE DECEDENT LAST SEEN ALIVE MM/DD/CCYY 01/12/1981 09/11/1996		115. SIGNATURE AND TITLE OF CERTIFIER RICHARD R. HAWLEY, MD, 2021 SANTA MONICA BL., #212-B, SANTA MONICA, CA 90404		116. LICENSE NO. C24698	
117. DATE MM/DD/CCYY 12/17/1996		118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS + ZIP RICHARD R. HAWLEY, MD, 2021 SANTA MONICA BL., #212-B, SANTA MONICA, CA 90404		119. DATE MM/DD/CCYY 12/17/1996	
120. INJURY AT WORK <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		121. INJURY DATE MM/DD/CCYY		122. HOUR	
123. LOCATION (STREET AND NUMBER OR LOCATION AND CITY AND ZIP CODE)		124. DESCRIBE HOW INJURY OCCURRED (EVENTS WHICH RESULTED IN INJURY)		125. PLACE OF INJURY	
126. SIGNATURE OF CORONER OR DEPUTY CORONER		127. DATE MM/DD/CCYY		128. TYPED NAME, TITLE OF CORONER OR DEPUTY CORONER	
STATE REGISTRAR A 8 B X C 2 D E F G H FAX AUTH. # 273/34558 CENSUS TRACT					

NOT FOR PUBLISHED DOCUMENT

10
CORONER'S
USE
ONLY
2500

This is to certify that this document is a true copy of the official record filed with the Registrar-Recorder/County Clerk.

Dean C Logan
DEAN C. LOGAN
Registrar-Recorder/County Clerk

SEP 06 2012
* 001872376 *

This copy not valid unless prepared on engraved border displaying the Seal and Signature of the Registrar-Recorder/County Clerk.
PBNC (REV) 07/11

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE





January 15, 2014

VIA CERTIFIED MAIL

Jennifer Pazicni
Tax Sale Operations-Excess Proceeds Dept
RIVERSIDE COUNTY
4080 Lemon St. 4th Floor
Riverside, CA 92502

APN(S): 633-202-003-3
Date of Sale: 03/20/2012
TC # 016-021
Item # 894

Dear Excess Proceeds Dept:

Per your request, enclosed please find additional supporting documentation that applies to the above referenced parcel(s):

- Original/Updated Statement of Amount Due and Owing

We hope the enclosed should assist in perfecting our claim, if you should have any further questions please contact me at 209-593-3917 or 1-800-710-1703. Thank you.

Sincerely,

Amy L. Elmer
Manager of Claims Processing
Global Discoveries, LTD.

Enclosures

Certified Tracking# 7013-1710-0000-7420-4007

RECEIVED
2014 JAN 23 PM 4:45
RIVERSIDE COUNTY
TREAS - TAX COLLECTOR



From: Michelle Reynosa <michelle.reynosa@gd-ltd.com>
Subject: FW: APN 633202003-3 Katrina Field-GD#16597
Date: January 6, 2014 1:40:43 PM PST
To: "katarina@fieldmfg.com" <katarina@fieldmfg.com>

1 Attachment, 8 KB

Hello Ms. Field,

Riverside County has requested additional documentation to support your claim for excess proceeds for the above referenced parcel. Specifically they are requesting the following documentation:

Updated Statement of Amount Due and Owing (See Attached)

Please sign the attached document(s) in the presence of a notary and return original to Global Discoveries, Ltd. 1120 13th Street, Suite A. Modesto, CA 95354 ASAP.

If the documentation is not received in our office we will have no other alternative but to advise the county that we are unable to provide them with the supporting documentation and your claim may be denied.

Below is the email correspondence from Riverside County. If you have any further questions, please contact feel free to contact myself at 1-800-370-9109 or Amy Elmer at (800) 710-1703. Thank you in advance for your time.

Respectfully,

Michelle Reynosa
Claims Processor
Global Discoveries
michelle.reynosa@gd-ltd.com
PH: 1-800-370-9109 or (209) 593-3904
FX: (209) 593-3974 or 209-549-9299
Toll Free: 800-370-9109
www.globaldiscoveries.com

From: "Pazicni, Jennifer" <JPazicni@co.riverside.ca.us>
Date: December 31, 2013 at 4:54:38 PM PST
To: Amy Elmer <amy.elmer@gd-ltd.com>
Subject: APN 633202003-3 Katrina Field

Good Evening,

I am in the process of reviewing the claim for Katrina Field, APN # 633202003-3. I will just need a updated statement of monies owed to finish my recommendation and prepare the file for approval. Please let me know if you have any questions. I will be out of the office for the rest of this week. I will be returning on Monday the 6th of January.

Thank you,

Jennifer Pazicni
Riverside County Treasurer-Tax Collector
Tax Sale Operations/ Excess Proceeds
951 955-3947

STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 633-202-003-3, Situs Address: 45675 VIA CORONA INDIAN WELLS was \$188,000.00. The amount still due and owing as of the 3/20/2012 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$279,181.66; no further payments were received after this date.

I 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.

1/09/14
DATE: MONTH/DAY, YEAR

Katrina Field of the Survivor's Trust
Katrina Field, Trustee of the Survivor's Trust Established Under
The Frank and Nina Field Trust dated October 25, 1994, as amended

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of CALIFORNIA

County of SONOMA

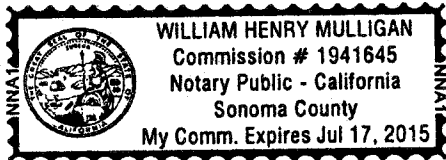
On 1-9-2014 before me, William Henry Mulligan, Notary Public, personally appeared
(Date) (here insert name and title of the officer)

KATARINA I H Field, 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 s/he/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.

William Henry Mulligan
Signature of Notary Public



16

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