

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS 5/5/15  
 DATE

Departmental Concurrence

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

109B



**FROM:** TLMA – Code Enforcement Department

**SUBMITTAL DATE:**  
 May 19, 2015

**SUBJECT:** Abatement of Public Nuisance [Excess Outside Storage & Accumulated Rubbish]  
 Case No: CV14-03321 [VALENZUELA]  
 Subject Property: 41235 Crest Drive, Hemet;  
 APN: 450-060-017  
 District: 3 [\$0]

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

1. The excess outside storage of materials and accumulation of rubbish on the real property described as 41235 Crest Drive, Hemet, Riverside County, California, APN: 450-060-017 be declared a public nuisance and a violation of Riverside County Ordinance Nos. 348 and 541.
2. Benjamin Valenzuela, the owner of the subject real property, be directed to abate the excess outside storage and accumulated rubbish on the property by removing the same from real property within ninety (90) days.

*Greg Flannery*  
 GREG FLANNERY  
 Code Enforcement Official

(Continued)

FINANCIAL DATA	Current Fiscal Year	Next Fiscal Year	Total Cost	Ongoing Cost	POLICY/CONSENT (per Exec. Office)
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	
SOURCE OF FUNDS				Budget Adjustment:	
				For Fiscal Year:	

**C.E.O. RECOMMENDATION:** APPROVE  
 BY: *Tina Grande*  
 County Executive Office Signature Tina Grande

**MINUTES OF THE BOARD OF SUPERVISORS**

3)

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

Ayes: Washington, Benoit and Ashley  
 Nays: None  
 Absent: Jeffries and Tavaglione  
 Date: June 2, 2015  
 xc: Co. Co./TLMA-CED, Sheriff

Kecia Harper-Ihem  
 Clerk of the Board  
 By: *Kecia Harper-Ihem*  
 Deputy

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

9-4

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

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

**FORM 11: Abatement of Public Nuisance [Excessive Outside Storage & Accumulated Rubbish]**

**Case No: CV14-03321[VALENZUELA]**

**Subject Property: 41235 Crest Drive, Hemet;**

**APN: 450-060-017**

**District: 3**

**DATE: May 19, 2015**

**PAGE: 2 of 3**

**RECOMMENDED MOTION (continued):**

3. If the owner or whoever has possession of the real property does not take the above described action within ninety (90) days of the date of the Board's Order to Abate, that representatives of the Code Enforcement Department, Sheriff's Department, and/or a contractor, upon consent or receipt of a Court Order authorizing entry onto the real property, when necessary under applicable law, may abate the excess outside storage and accumulation of rubbish by removing and disposing of the same from the real property.

4. The reasonable costs of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Riverside County Ordinance No. 725.

5. County Counsel be directed to prepare the necessary Findings of Fact and Conclusions that the excess outside storage of materials and accumulation of rubbish on the real property is declared to be in violation of Riverside County Ordinance Nos. 348 and 541, and a public nuisance, and further, to prepare an Order to Abate for approval by the Board.

**BACKGROUND:**

1. An inspection was made on the subject property by Code Enforcement Officer Brett Pollard on September 23, 2014. The Inspection revealed excess outside storage of materials and an accumulation of rubbish on the subject property in violation of Riverside County Ordinances Nos. 348 and 541. The items included but were not limited to: furniture, appliances, fencing, building supplies, green waste, household trash, carpet, wood, cabinets, mirrors, barbeques, racks, shelving, trailers, ladders, cinder blocks, kennels, bicycles, vacuums, hand trucks, electronics, canisters and other miscellaneous items, in excess of 2,000 square feet.

2. There have been approximately five (5) subsequent follow up inspections, with the last inspection occurring on April 6, 2015. The property continues to be in violation of Riverside County Ordinance Nos. 348 and 541.

3. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for the removal of the excess outside storage and accumulated rubbish.

**Impact on Citizens and Businesses**

Failure to abate will have a negative impact on citizens or businesses due to health and safety hazards, nuisance, and potential impact on real estate values.

**SUPPLEMENTAL:**

N/A

**Additional Fiscal Information**

N/A

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

**FORM 11: Abatement of Public Nuisance [Excessive Outside Storage & Accumulated Rubbish]**  
**Case No: CV14-03321[VALENZUELA]**  
**Subject Property: 41235 Crest Drive, Hemet;**  
**APN: 450-060-017**  
**District: 3**

**DATE: May 19, 2015**

**PAGE: 3 of 3**

**Contract History and Price Reasonableness**

N/A

**ATTACHMENTS**

Declaration  
Exhibits A-G

MINUTES OF THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



9-4

(1)

On motion of Supervisor Ashley, seconded by Supervisor Washington and duly carried, IT WAS ORDERED that the recommendation from Transportation & Land Management Agency/ Code Enforcement regarding Public Hearing on Abatement of Public Nuisance (Excess Outside Storage & Accumulated Rubbish) on Case No. CV 14-03321, located at 41235 Crest Drive, Hemet; APN: 450-060-017, 3<sup>rd</sup> District is approved as recommended.

Roll Call:

Ayes: Washington, Benoit and Ashley  
Nays: None  
Absent: Jeffries and Tavaglione

(2)

On Motion of Supervisor Ashley, seconded by Supervisor Washington and duly carried, IT WAS ORDERED that the above matter be reconsidered.

Roll Call:

Ayes: Washington, Benoit and Ashley  
Nays: None  
Absent: Jeffries and Tavaglione

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on June 2, 2015 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors  
Dated: June 2, 2015  
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in  
and for the County of Riverside, State of California.

(seal)

By: Kecia Harper-Ihem Deputy

AGENDA NO.

9-4

xc: Co.Co./TLMA-CED, Sheriff



1           4.       Based on the Lot Book Reports from RZ Title Service dated September 19, 2014 and  
2 updated on February 9, 2015, it is determined that other parties may potentially hold an interest in THE  
3 PROPERTY, to wit: Cal Western Reconveyance LLC, a California Limited Liability Company, Wells  
4 Fargo Bank, N.A., Mortgage Electronic Registration Systems, Inc., acting as a nominee for Metropolitan  
5 Home Mortgage, Inc. Code Enforcement learned at one of the site inspections that Kevon Lai is a tenant  
6 on THE PROPERTY. All of these individuals are hereinafter referred to as "INTERESTED PARTIES."  
7 True and correct copies of the Lot Book Reports are attached hereto and incorporated herein by  
8 reference as Exhibit "C."

9           5.       On September 23, 2014, I arrived at THE PROPERTY to conduct an inspection. I  
10 observed excess outside storage and accumulated rubbish on THE PROPERTY. The outside storage of  
11 materials and accumulated rubbish consisted of, but was not limited to: furniture, appliances, fencing,  
12 building supplies, green waste, household trash, carpet, wood, cabinets, mirrors, barbeques, racks,  
13 shelving, trailers, ladders, cinder blocks, kennels, bicycles, vacuums, hand trucks, electronics, canisters  
14 and miscellaneous items, in excess of 2,000 square feet. This condition causes THE PROPERTY to  
15 constitute a public nuisance in violation of the provisions set forth in Riverside County Ordinance ("RCO")  
16 Nos. 348 and 541.

17           6.       On September 25, 2014, a Notice of Violation was mailed to OWNER by first class mail  
18 and was posted on THE PROPERTY on September 26, 2014.

19           7.       On October 16, 2014, a Notice of Violation was mailed to INTERESTED PARTIES by first  
20 class mail.

21           8.       A site plan and photographs depicting the conditions of THE PROPERTY are attached  
22 hereto and incorporated herein by reference as Exhibit "D."

23           9.       True and correct copies of each Notice issued in this matter and other supporting  
24 documentation are attached hereto and incorporated herein by reference as Exhibit "E."

25           10.       There have been approximately five (5) subsequent follow up inspections, with the last  
26 inspection being April 6, 2015. Each inspection revealed the accumulated rubbish and excess outside  
27 storage of materials remained on THE PROPERTY in violation of RCO Nos. 348 and 541.

28 ///

1           11.       Based upon my experience, knowledge and visual observations, it is my determination  
2 that the conditions on THE PROPERTY are dangerous to the neighboring property owners and the  
3 general public.

4           12.       Furthermore, a recent inspection showed THE PROPERTY remained in violation of RCO  
5 Nos. 348 and 541.

6           13.       A Notice of Pendency of Administrative Proceedings was recorded in the Office of the  
7 County Recorder, County of Riverside, State of California, on December 3, 2014, as Instrument Number  
8 2014-0462044. A true and correct copy of which is attached hereto and incorporated herein by reference  
9 as Exhibit "F."

10          14.       A "Notice to Correct County Ordinance Violations and Abate Public Nuisance" providing  
11 notification of the Board of Supervisors' hearing as required by RCO No. 725 was mailed to OWNER and  
12 INTERESTED PARTIES, by first class mail and was posted on THE PROPERTY. True and correct  
13 copies of the Notices, together with the Proofs of Service, and the Affidavit of Posting of Notices are  
14 attached hereto and incorporated herein by reference as Exhibit "G."

15          15.       The removal of all accumulated rubbish and excess outside storage of materials in excess  
16 of 200 square feet currently on THE PROPERTY is required to bring THE PROPERTY into compliance  
17 with RCO Nos. 348 and 541, and the Health and Safety Code.

18          16.       Accordingly, the following findings and conclusions are recommended:

19               (a)       the excess outside storage of materials and accumulated rubbish on THE  
20 PROPERTY to be deemed and declared a public nuisance; and

21               (b)       the OWNER, or whoever has possession or control of THE PROPERTY, be  
22 required to remove all outside storage of materials in excess of 200 square feet and all accumulated  
23 rubbish on THE PROPERTY in strict accordance with the provisions of RCO Nos. 348 and 541.

24       ///

25       ///

26       ///

27       ///

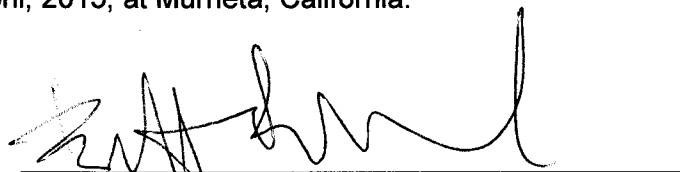
28       ///

1 (c) that if the materials and rubbish are not removed and disposed of in strict  
2 accordance with all Riverside County Ordinances, including but not limited to RCO Nos. 348 and 541,  
3 within ninety (90) days of the date of the posting and mailing of the Board's Order to Abate Nuisance, the  
4 outside storage of materials and accumulated rubbish may be abated and disposed of by representatives  
5 of the Riverside County Code Enforcement Department, a contractor, or the Sheriff's Department upon  
6 receipt of owner's consent or a Court Order when necessary under applicable law.

7 (d) that reasonable costs of abatement, after notice and opportunity for hearing, shall  
8 be imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE  
9 PROPERTY pursuant to Government Code Section 25845 and RCO No. 725.

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

12 Executed this 20<sup>th</sup> day of April, 2015, at Murrieta, California.

13  
14 

15 BRETT POLLARD  
16 Code Enforcement Officer  
17 Code Enforcement Department  
18  
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# **EXHIBIT “A”**



# **EXHIBIT “B”**

Assessment Roll For the 2014-2015 Tax Year as of January 1,2014

Assessment #450060017-1		Parcel # 450060017-1	
<b>Assessee:</b>	VALENZUELA BENJAMIN	<b>Land</b>	41,804
<b>Mail Address:</b>	41235 CREST DR HEMET CA 92544	<b>Structure</b>	258,144
<b>Real Property Use Code:</b>	R1	<b>Full Value</b>	299,948
<b>Base Year</b>	2012	<b>Total Net</b>	299,948
<b>Conveyance Number:</b>	5078281		
<b>Conveyance (mm/yy):</b>	2/2011		
<b>PUI:</b>	R010012		
<b>TRA:</b>	71-024		
<b>Taxability Code:</b>	0-00		
<b>ID Data:</b>	Lot 2 PM 028/094 PM 7652		
<b>Situs Address:</b>	41235 CREST DR HEMET CA 92544		

[View Parcel Map](#)



## RIVERSIDE COUNTY GIS



**Selected parcel(s):**  
450-060-017

**\*IMPORTANT\***

Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

## STANDARD REPORT

**APNs**

450-060-017-1

**OWNER NAME / ADDRESS**

BENJAMIN VALENZUELA  
41235 CREST DR  
HEMET, CA. 92544

**MAILING ADDRESS**

(SEE OWNER)  
(SEE SITUS)

**LEGAL DESCRIPTION**

RECORDED BOOK/PAGE: PM 28/94  
SUBDIVISION NAME: PM 7652  
LOT/PARCEL: 2, BLOCK: NOT AVAILABLE  
TRACT NUMBER: NOT AVAILABLE

**LOT SIZE**

RECORDED LOT SIZE IS 1.11 ACRES

**PROPERTY CHARACTERISTICS**

WOOD FRAME, 3264 SQFT., 3 BDRM/ 2.75 BATH, 1 STORY, ATTACHED GARAGE(400 SQ. FT), CONST'D 1979SHAKE, ROOF, CENTRAL HEATING, CENTRAL COOLING

**THOMAS BROS. MAPS PAGE/GRID**

PAGE: 841 GRID: D3

**CITY BOUNDARY/SPHERE**

NOT WITHIN A CITY  
CITY SPHERE: HEMET  
ANNEXATION DATE: NOT APPLICABLE  
LAFCO CASE #: 2006-24-3  
PROPOSALS: NOT APPLICABLE

**MARCH JOINT POWERS AUTHORITY**

NOT IN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY

**INDIAN TRIBAL LAND**

NOT IN A TRIBAL LAND

**SUPERVISORIAL DISTRICT 2011 (ORD. 813)**

JEFF STONE, DISTRICT 3

**SUPERVISORIAL DISTRICT (2001 BOUNDARIES)**

JEFF STONE, DISTRICT 3

**TOWNSHIP/RANGE**

T5SR1W SEC 24

**ELEVATION RANGE**

1676/1696 FEET

**PREVIOUS APN**

450-060-007

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***PLANNING***

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**LAND USE DESIGNATIONS**

OS-C  
VLDR

**SANTA ROSA ESCARPMENT BOUNDARY**

NOT IN THE SANTA ROSA ESCARPMENT BOUNDARY

**AREA PLAN (RCIP)**

SAN JACINTO VALLEY

**COMMUNITY ADVISORY COUNCILS**

NOT IN A COMMUNITY ADVISORY COUNCIL AREA

**GENERAL PLAN POLICY OVERLAYS**

NOT IN A GENERAL PLAN POLICY OVERLAY AREA

**GENERAL PLAN POLICY AREAS**

NONE

**ZONING CLASSIFICATIONS (ORD. 348)**

A-1

**ZONING DISTRICTS AND ZONING AREAS**

RAMONA DISTRICT

**ZONING OVERLAYS**

NOT IN A ZONING OVERLAY

**HISTORIC PRESERVATION DISTRICTS**

NOT IN AN HISTORIC PRESERVATION DISTRICT

NOT WITHIN A SPECIFIC PLAN

**AGRICULTURAL PRESERVE**  
NOT IN AN AGRICULTURAL PRESERVE

**REDEVELOPMENT AREAS**  
NOT IN A REDEVELOPMENT AREA

**AIRPORT INFLUENCE AREAS**  
NOT IN AN AIRPORT INFLUENCE AREA

**AIRPORT COMPATIBILITY ZONES**  
NOT IN AN AIRPORT COMPATIBILITY ZONE

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## **ENVIRONMENTAL**

**CVMSHCP (COACHELLA VALLEY MULTI-SPECIES HABITAT CONSERVATION PLAN) CONSERVATION AREA**  
NOT IN A CONSERVATION AREA

**CVMSHCP FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREAS**  
NOT IN A FLUVIAL SAND TRANSPORT SPECIAL PROVISION AREA

**WRMSHCP (WESTERN RIVERSIDE COUNTY MULTI-SPECIES HABITAT CONSERVATION PLAN) CELL GROUP**  
NOT IN A CELL GROUP

**WRMSHCP CELL NUMBER**  
NOT IN A CELL

**HANS/ERP (HABITAT ACQUISITION AND NEGOTIATION STRATEGY/EXPEDITED REVIEW PROCESS)**  
NONE

**VEGETATION (2005)**  
DEVELOPED/DISTURBED LAND

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## **FIRE**

**HIGH FIRE AREA (ORD. 787)**  
IN HIGH FIRE AREA - Grading And Building Permit Applications Require Fire Dept Clearance Prior To Permit Issuance.

**FIRE RESPONSIBILITY AREA**  
STATE RESPONSIBILITY AREA

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## **DEVELOPMENT FEES**

**CVMSHCP FEE AREA (ORD. 875)**  
NOT WITHIN THE COACHELLA VALLEY MSHCP FEE AREA

**WRMSHCP FEE AREA (ORD. 810)**  
IN OR PARTIALLY WITHIN THE WESTERN RIVERSIDE MSHCP FEE AREA. SEE MAP FOR MORE INFORMATION.

**ROAD & BRIDGE DISTRICT**  
NOT IN A DISTRICT

**EASTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 673)**  
NOT WITHIN THE EASTERN TUMF FEE AREA

**WESTERN TUMF (TRANSPORTATION UNIFORM MITIGATION FEE ORD. 824)**  
IN OR PARTIALLY WITHIN A TUMF FEE AREA. SEE MAP FOR MORE INFORMATION. SAN JACINTO

**DIF (DEVELOPMENT IMPACT FEE AREA ORD. 659)**  
SAN JACINTO VALLEY

**SKR FEE AREA (STEPHEN'S KANGAROO RAT ORD. 663.10)**  
IN OR PARTIALLY WITHIN AN SKR FEE AREA. SEE MAP FOR MORE INFORMATION.

**DEVELOPMENT AGREEMENTS**  
NOT IN A DEVELOPMENT AGREEMENT AREA

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## **TRANSPORTATION**

**CIRCULATION ELEMENT ULTIMATE RIGHT-OF-WAY**

NOT IN A CIRCULATION ELEMENT RIGHT-OF-WAY

**ROAD BOOK PAGE**

116A

**TRANSPORTATION AGREEMENTS**

NOT IN A TRANSPORTATION AGREEMENT

**CETAP (COMMUNITY AND ENVIRONMENTAL TRANSPORTATION ACCEPTABILITY PROCESS) CORRIDORS**

NOT IN A CETAP CORRIDOR.

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**HYDROLOGY**

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**FLOOD PLAIN REVIEW**

WITHIN AREAS OF FLOODING SENSITIVITY. CONTACT THE FLOOD PLAIN MANAGEMENT SECTION AT (951) 955-1200 FOR INFORMATION

**WATER DISTRICT**

EMWD

**FLOOD CONTROL DISTRICT**

RIVERSIDE COUNTY FLOOD CONTROL DISTRICT

**WATERSHED**

SAN JACINTO VALLEY

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**GEOLOGIC**

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**FAULT ZONE**

NOT IN A FAULT ZONE

**FAULTS**

NOT WITHIN A 1/2 MILE OF A FAULT

**LIQUEFACTION POTENTIAL**

MODERATE

**SUBSIDENCE**

SUSCEPTIBLE

**PALEONTOLOGICAL SENSITIVITY**

HIGH SENSITIVITY (HIGH B).

SENSITIVITY EQUIVALENT TO HIGH A, BUT IS BASED ON THE OCCURRENCE OF FOSSILS AT A SPECIFIED DEPTH BELOW THE SURFACE. THE CATEGORY HIGH B INDICATES THAT FOSSILS ARE LIKELY TO BE ENCOUNTERED AT OR BELOW FOUR FEET OF DEPTH, AND MAY BE IMPACTED DURING EXCAVATION BY CONSTRUCTION ACTIVITIES.

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**MISCELLANEOUS**

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**SCHOOL DISTRICT**

HEMET UNIFIED

**COMMUNITIES**

EAST HEMET

**COUNTY SERVICE AREA**

NOT IN A COUNTY SERVICE AREA.

**LIGHTING (ORD. 655)**

ZONE B, 25.75 MILES FROM MT. PALOMAR OBSERVATORY

**2010 CENSUS TRACT**

043304

**FARMLAND**

OTHER LANDS

URBAN-BUILT UP LAND

**TAX RATE AREAS**

071024

•COUNTY FREE LIBRARY

•COUNTY STRUCTURE FIRE PROTECTION



- COUNTY WASTE RESOURCE MGMT DIST
- CSA 152
- EASTERN MUN WTR IMP DIST 17
- EASTERN MUNICIPAL WATER
- FLOOD CONTROL ADMINISTRATION
- FLOOD CONTROL ZONE 4
- GENERAL
- GENERAL PURPOSE
- HEMET UNIFIED SCHOOL
- LAKE HEMET MUNICIPAL WATER
- METRO WATER EAST 1301999
- MT SAN JACINTO JUNIOR COLLEGE
- RIV CO REG PARK & OPEN SPACE
- RIV. CO. OFFICE OF EDUCATION
- SAN JACINTO BASIN RESOURCE CONS
- SAN JACINTO VALLEY CEMETERY
- VALLEY HEALTH SYSTEM HOSP DIST
- VALLEY WIDE REC & PARK

**SPECIAL NOTES**

NO SPECIAL NOTES

**CODE COMPLAINTS**

Case #	Description	Start Date
CV1403321	ABATEMENT	Aug. 26, 2014
CV1404483	NEIGHBORHOOD ENFORCEMENT	Nov. 24, 2014

REPORT PRINTED ON... Thu Feb 05 09:36:32 2015  
Version 131127

# **EXHIBIT “C”**



P.O. Box 1193  
 Whittier, CA 90609  
 Tel # (562) 325-8351  
 Fax # (714) 783-3038

## Updated Lot Book

**Customer:**

RIVERSIDE COUNTY TLMA-CODE INFORCEMENT

4080 Lemon Street  
 Riverside

CA 92501

Attn: Brent Steele  
 Reference: CV14-03321 / Regina Keyes  
 IN RE: VALENZUELA, BENJAMIN

Order Number: **33030**

Order Date: 2/17/2015

Dated as of: 2/9/2015

County Name: Riverside

FEE(s):  
 Report: \$60.00

Property Address: 41235 Crest Drive

Hemet

CA 92544

RZ Title Reporting Service hereby reports, as disclosed by the Official Records of the Recorder of said County as of the date shown above, that subsequent to the date of the original report that (i) No document in the chain of title to said land has been recorded purporting to convey the fee title to said land, and (ii) No encumbrances affecting said land have been recorded nor has a homestead been executed on said land, and (iii) No encumbrances affecting said land on the date of the original report have been released or reconveyed.

All exceptions are as follows:

Assessor's Parcel No. : 450-060-017-1

Assessments:	Land Value:	\$41,804.00
	Improvement Value:	\$258,144.00
	Exemption Value:	\$0.00
	Total Value:	\$299,948.00

Property Taxes for the Fiscal Year	2014-2015
First Installment	\$1,975.12
Penalty	\$0.00
Status	PAID (PAID THRU 01/31/2015)
Second Installment	\$1,975.12
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2015)

A Notice of Administrative Proceedings by the

City of	Murrieta
County of	Riverside
Recorded	12/03/2014



P.O. Box 1193  
Whittier, CA 90609  
Tel # (562) 325-8351  
Fax # (714) 783-3038

Order Number: 33030  
Reference: CV14-03321 / Re

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Document No.

2014-0462044

NO OTHER EXCEPTIONS



P.O. Box 1193  
 Whittier, CA 90609  
 Tel # (562) 325-8351  
 Fax # (714) 783-3038

## Lot Book Report

Order Number: **32717**

**Customer:**

RIVERSIDE COUNTY TLMA-CODE INFORCEMENT  
 4080 Lemon Street  
 Riverside CA 92501

Order Date: 9/30/2014  
 Dated as of: 9/19/2014  
 County Name: Riverside

Attn: Brent Steele  
 Reference: CV14-03321 / E. Ross  
 IN RE: VALENZUELA, BENJAMIN

FEE(s):  
 Report: \$120.00

Property Address: 41235 Crest Dr.  
 Hemet CA 92544

Assessor's Parcel No. : 450-060-017-1

**Assessments:**

Land Value:	\$41,804.00
Improvement Value:	\$258,144.00
Exemption Value:	\$0.00
Total Value:	\$299,948.00

## Tax Information

Property Taxes for the Fiscal Year	2014-2015
First Installment	\$1,975.12
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 12/10/2014)
Second Installment	\$1,975.12
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2015)



P.O. Box 1193  
Whittier, CA 90609  
Tel # (562) 325-8351  
Fax # (714) 783-3038

Order Number: 32717  
Reference: CV14-03321 / E.

## Property Vesting

The last recorded document transferring title of said property

Dated	02/11/2011
Recorded	02/18/2011
Document No.	2011-0078281
D.T.T.	\$315.70
Grantor	Federal Home Loan Mortgage Corporation
Grantee	Benjamin Valenzuela, a single man

## Deeds of Trust

Position No.	1st
A Line of Credit Deed of Trust Dated	04/28/1997
Recorded	05/06/1997
Document No.	156301
Amount	\$264,000.00
Trustor	Wasef Y. Atiya and Wajiha W. Atiya, husband and wife as joint tenants
Trustee	American Securities Company, a corporation
Beneficiary	Wells Fargo Bank, N.A., a national banking association

Position No.	2nd
A Deed of Trust Dated	02/11/2011
Recorded	02/18/2011
Document No.	2011-0078282
Amount	\$279,724.00
Trustor	Benjamin Valenzuela, a single man
Trustee	Homefront Escrow, Inc., a California Corporation
Beneficiary	Mortgage Electronic Registration Systems, Inc., acting as a nominee for Metropolitan Home Mortgage, Inc., a California Corporation



P.O. Box 1193  
Whittier, CA 90609  
Tel # (562) 325-8351  
Fax # (714) 783-3038

Order Number: 32717  
Reference: CV14-03321 / E.

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Assignment Dated	04/11/2013
Recorded	04/11/2013
Document No.	2013-0171482
Assigned to	Wells Fargo Bank, NA
Substitution of Trustee Recorded	11/27/2013
Document No.	2013-0558143
Trustee	Cal-Western Reconveyance LLC, a California limited liability company
Notice of Default Recorded	11/27/2013
Document No.	2013-0558144

### Additional Information

Document Type	Notice Regarding Payment of Support
Document No.	2006-0427856
Recorded	06/14/2006
A Bankruptcy filed by	Benjamin Valenzuela
Social Security Number(s)	XXXXX2394
Date filed	05/09/2014
Case No.	16111

### Legal Description

THE LAND REFERRED TO IN THIS REPORT IS LOCATED IN AND IS DESCRIBED AS FOLLOWS:

PARCEL 2 OF PARCEL MAP 7652, IN THE CITY OF HEMET, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 28, PAGES 94 AND 95 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

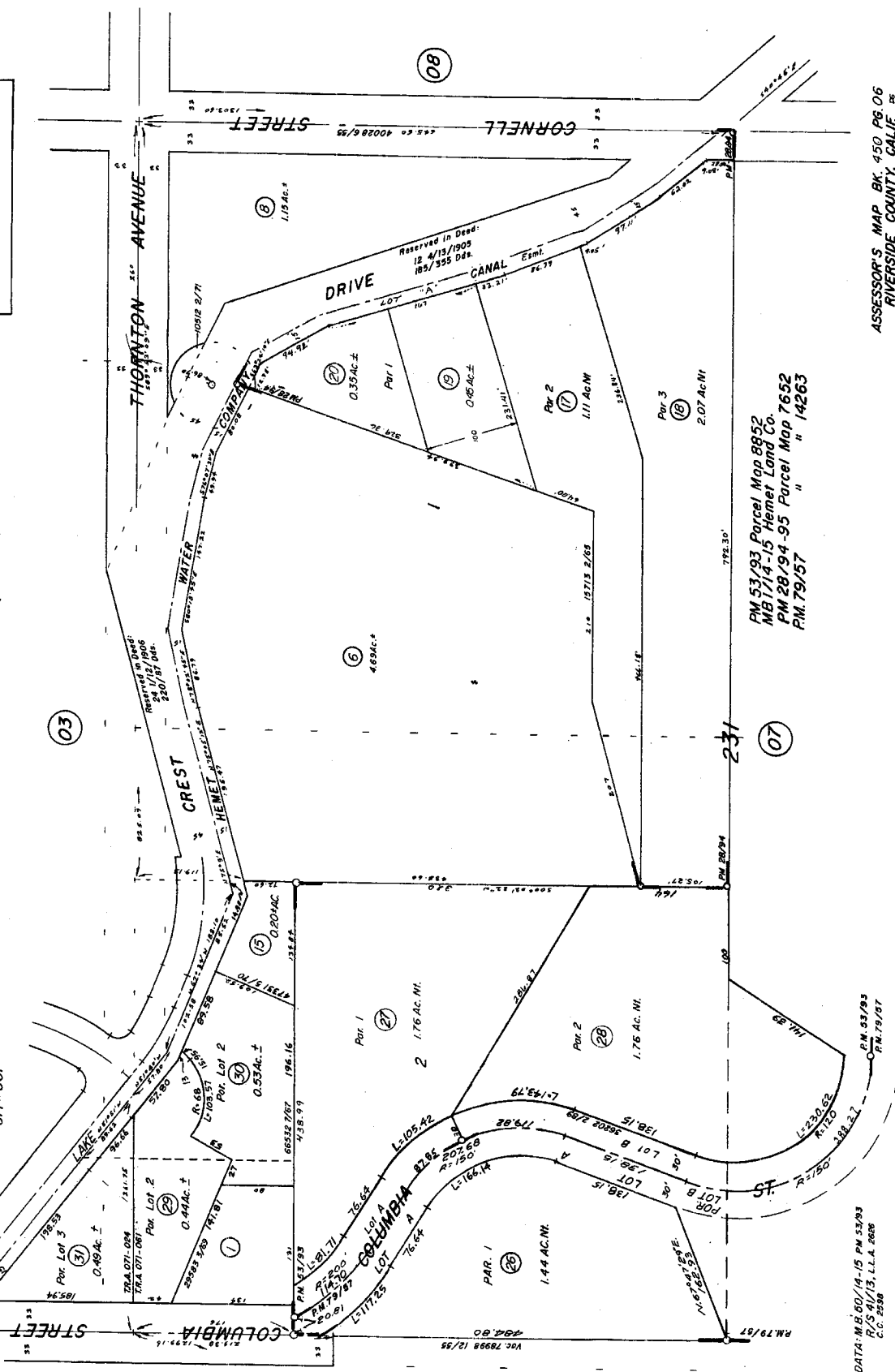
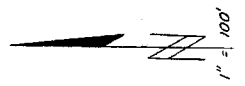
450-06

13-16

T.R.A. 071-024  
071-025  
071-061

POR. W1/2 NW1/4 SEC. 24, T.5S, R.1W

THIS MAP IS FOR  
ASSESSMENT PURPOSES ONLY



BK. 451

DATE	OLD NO.	NEW NO.
2/89	22	27.5T
"	23	28.5T
3/89	12	29
"	14	30
"	033-8.9	31

DATE	OLD NO.	NEW NO.
2/79	2	9, 10
3/79	3, 3, 10	11
6/79	11	12, 13
6/79	13, 4	14, 15
11/79	7	16, 17, 18
1/79	16	19, 20
1/79	5	41
"	17, 20-21	21
6/80	24	23, 24
"	24	25, 26
5/01	25	24, 25

DATA: N.B. 00/14-15 PM 53/93  
P/S 40/13, L.L.A. 2086  
C.C. 2586

NOV. 1970

PM 53/93 Parcel Map 8852  
MB1714-15 Hemet Land Co.  
PM 28/94-95 Parcel Map 7652  
PM 79/57 " " 14263

ASSESSOR'S MAP BK. 450 P.6 06  
RIVERSIDE COUNTY, CALIF. 925



*lellolo*  
 RECORDING REQUESTED BY:  
 LSI TITLE COMPANY  
*UPS Unit*  
 AND WHEN RECORDED MAIL TO:  
 MR. BENJAMIN VALENZUELA  
 41235 CREST DRIVE  
 HEMET, CA 92544



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY		
M	A	L	465	428	RECOR	NCOR	SMP	NCHG	EXAM		
								T:	CTY	UNI	025

Title Order No.: 100220470 Escrow No.: 109597-SJ

*TRA-071-024*

**GRANT DEED**

THE UNDERSIGNED GRANTOR(S) DECLARE(S)  
**DOCUMENTARY TRANSFER TAX is \$315<sup>70</sup> CITY TRANSFER TAX \$**  
 computed on full value of property conveyed, or  
 computed on full value less value of liens or encumbrances remaining at time of sale.  
 Unincorporated area  City of Hemet **AND**

*25*  
**T**  
 025

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

**FEDERAL HOME LOAN MORTGAGE CORPORATION**

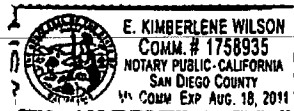
hereby GRANT(s) to:

**BENJAMIN VALENZUELA, a Single Man**

the real property in the City of Hemet, County of Riverside, State of California, described as:  
 PARCEL 2, OF PARCEL MAP 7652, AS SHOWN BY MAP ON FILE IN BOOK 28, PAGES 94 AND 95  
 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA  
 Also Known as: 41235 CREST DRIVE, Hemet, CA 92544  
 AP#: 450-060-017-1

DATED February 11, 2011  
 STATE OF CALIFORNIA  
 COUNTY OF SAN DIEGO  
 On 2-11-2011  
 before me, E. Kimberlene Wilson  
 A Notary Public in and for said State personally appeared  
**MARLENA BRADSHAW**

Federal Home Loan Mortgage Corporation  
 By: *Marlena Bradshaw*  
 Authorized signer  
 By: Marlena Bradshaw, McCarthy Holthus As attorney  
 in fact



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 *E. Kimberlene Wilson*

(Seal)

MAIL TAX STATEMENTS TO PARTY SHOWN BELOW; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE:

FAITIC  
Recording requested by:  
**WELLS FARGO BANK, N.A.**  
When recorded return to:  
WELLS FARGO BANK, N.A.  
Beaverton Loan Center  
PO Box 5140  
Portland, OR 97208-5140  
Attn: Collateral Control

156301

RECEIVED FOR RECORD  
AT 2:00 O'CLOCK

MAY 06 1997

Recorded in Official Records  
of Riverside County, California  
Recorder

Fees \$

283355

FOR RECORDER'S USE ONLY

**SHORT FORM DEED OF TRUST**

**THIS DEED OF TRUST SECURES A REVOLVING LINE OF CREDIT**

THIS DEED OF TRUST, made this 04-28-1997, between  
WASEF Y. ATIYA AND WAJIHA W. ATIYA, HUSBAND AND WIFE AS  
JOINT TENANTS

(herein called TRUSTOR),  
whose address is 41236 CREST DRIVE HEMET, CA 92644  
AMERICAN SECURITIES COMPANY, a corporation (herein called TRUSTEE), and WELLS FARGO BANK, N.A.,  
a national banking association (herein called BENEFICIARY).

**WITNESSETH:** That Trustor **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE,** that property in County of RIVERSIDE, CALIFORNIA, described as:  
**ASSESSOR'S PARCEL NUMBER (APN)** 460-080-017-1

PARCEL 2 OF PARCEL MAP 7662 AS SHOWN BY MAP ON FILE IN BOOK 28, PAGES 94 AND 96 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY.

**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 the Account Agreement of even date herewith, and any extension or renewals thereof, in the maximum principal amount of TWO HUNDRED SIXTY-FOUR THOUSAND AND 00/100 Dollars (\$264,000.00) together with interest thereon.  
3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary when evidenced by another note (or notes) reciting it is so secured.

**To Protect the Security of This Deed of Trust, Trustor agrees:** By the execution and delivery of this Deed of Trust and the Account Agreement secured hereby, that provisions (A) to (C), inclusive, of the fictitious Deed of Trust dated August 22, 1994, and recorded as Instrument Number 331691 on August 25, 1994 in Book N/A at Page N/A of the Official Records in the Office of the Recorder of RIVERSIDE County, CALIFORNIA, where said property is located, hereby are adopted and said provisions; and that the references to the 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.

156301

5 6 97

THIS MICROFILM COPYRIGHTED  
1997 BY SECURITY UNION TITLE  
INSURANCE COMPANY  
MICROGRAPHICS DIVISION

RIVERSIDE

The undersigned Trustor requests that a copy of ANY NOTICE OF DEFAULT and ANY NOTICE OF SALE hereunder be mailed to Trustor at Trustor's address given herein.

Wasef Y. Atiya  
WASEF Y ATIYA TRUSTOR 5-1-97 DATE SIGNED

Address \_\_\_\_\_

Wajih W Atiya  
WAJIHA W ATIYA TRUSTOR 5-1-97 DATE SIGNED

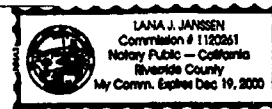
Address \_\_\_\_\_

TRUSTOR DATE SIGNED

Address \_\_\_\_\_

TRUSTOR DATE SIGNED

Address \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

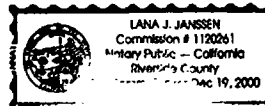
STATE OF CALIFORNIA, Riverside County } ss:

On May 1, 1997 before me, Lana J. Janssen, Notary Public  
personally appeared Wasef Y Atiya and Wajih W Atiya

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: Lana J Janssen  
Name (typed or printed): Lana J Janssen  
My Commission expires: December 19, 2000



15107000

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THIS MICROFILM COPYRIGHTED 1997 BY SECURITY UNION TITLE INSURANCE COMPANY MICROGRAPHICS DIVISION

RIVERSIDE

7/20/11

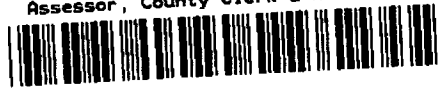
**LSI Title Company (CA)**

Recording Requested By:  
METROPOLITAN HOME  
MORTGAGE, INC.

*UPS Kunt*

And After Recording Return To:  
METROPOLITAN HOME MORTGAGE, INC.  
4 PARK PLAZA SUITE 800  
IRVINE, CALIFORNIA 92614  
Loan Number: 3788398

DOC # 2011-0078282  
02/18/2011 01:27P Fee:42.00  
Page 1 of 9  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



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**DEED OF TRUST**

FHA CASE NO.  
048-6381177-703

T  
025

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MIN: 100172737801452670

THIS DEED OF TRUST ("Security Instrument") is made on FEBRUARY 11, 2011  
The trustor is BENJAMIN VALENZUELA, A SINGLE MAN

("Borrower").

The trustee is HOMEFRONT ESCROW, INC. A CALIFORNIA CORPORATION  
4 PARK PLAZA, STE. 820, IRVINE, CALIFORNIA 92614 ("Trustee").  
The beneficiary is Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.  
METROPOLITAN HOME MORTGAGE, INC., A CALIFORNIA CORPORATION ("Lender")

is organized and existing under the laws of CALIFORNIA  
and has an address of 4 PARK PLAZA SUITE 800, IRVINE, CALIFORNIA 92614

Borrower owes Lender the principal sum of TWO HUNDRED SEVENTY-NINE THOUSAND SEVEN HUNDRED TWENTY-FOUR AND 00/100 Dollars (U.S. \$279,724.00 ).  
This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MARCH 1, 2041 .  
This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in RIVERSIDE County, California:

PARCEL 2, OF PARCEL MAP 7652, AS SHOWN BY MAP ON FILE IN BOOK  
28, PAGES 94 AND 95 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER  
OF RIVERSIDE COUNTY, CALIFORNIA.  
A.P.N.: 450-060-017-1

which has the address of 41235 CREST DRIVE

HEMET AREA, California, [Street] 92544 ("Property Address"):  
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance, and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. §2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

**3. Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows: FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium; SECOND, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required; THIRD, to interest due under the Note; FOURTH, to amortization of the principal of the Note; and FIFTH, to late charges due under the Note.

**4. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a

leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 DAYS from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 DAYS from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. **Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.



**16. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**17. Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

**18. Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all

expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph 18 or applicable law.

**19. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law. If the fee charged does not exceed the fee set by applicable law, the fee is conclusively presumed to be reasonable.

**20. Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

**21. Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by applicable law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

**22. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Growing Equity Rider      |
| <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Rehabilitation Loan Rider |
| <input type="checkbox"/> Non-Owner Occupancy Rider      | <input type="checkbox"/> Other [Specify]         |  |

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 9 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to Borrower at the address set forth above.

  
\_\_\_\_\_  
BENJAMIN VALENZUELA (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

Witness:

\_\_\_\_\_

Witness:

\_\_\_\_\_

[Space Below This Line For Acknowledgment]

State of CALIFORNIA )  
 ) ss.  
County of RIVERSIDE )

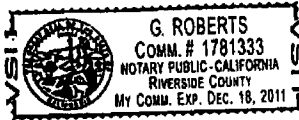
On FEBRUARY 12, 2011 before me, G. ROBERTS, Notary Public

personally appeared BENJAMIN VALENZUELA

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.



G. Roberts  
NOTARY SIGNATURE

GARY ROBERTS  
(Typed Name of Notary)

NOTARY SEAL

DOC # 2013-0171482  
04/11/2013 02:10 PM Fees: \$25.00  
Page 1 of 1  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder

\*\*\*Send All Notices to Assignee\*\*\*

RECORDING REQUESTED BY:  
WELLS FARGO BANK, N.A.  
2701 WELLS FARGO WAY  
MAC X9998-018  
MINNEAPOLIS MN 55467-8000

AND WHEN RECORDED MAIL TO  
WELLS FARGO BANK, N.A.  
MAC: X9999-018  
PO BOX 1629  
MINNEAPOLIS, MN 55440-9790

\*\*This document was electronically submitted  
to the County of Riverside for recording\*\*  
Received by: CTOLOSSA

MERS MIN#: 100172737801452670  
MERS PHONE#: 1-888-679-6377

**ASSIGNMENT OF DEED OF TRUST**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR METROPOLITAN HOME MORTGAGE, INCORPORATED, ITS SUCCESSORS AND ASSIGNS**, BOX 2026 FLINT MI 48501 1901 E VOORHEES ST STE C. DANVILLE, IL 61834. For VALUE RECEIVED, the undersigned hereby grants, assigns, and transfers to, **WELLS FARGO BANK, NA**, 1 HOME CAMPUS DES MOINES, IA 50328 assignee, all beneficial interest under that certain deed of trust, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon. Said Deed of Trust for \$279724.00 is recorded in the State of CA, County of **Riverside** Official Records, dated 02/11/2011 and recorded 02/18/2011, as Instrument No. 2011-0078282, in Book No. —, at Page No. —.

Executed by **BENJAMIN VALENZUELA, A SINGLE MAN** as Trustors and **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR METROPOLITAN HOME MORTGAGE, INCORPORATED, ITS SUCCESSORS AND ASSIGNS** as the original beneficiary. Legal Description: **As more fully described in said Deed of Trust.**  
Dated: 04/11/2013

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR METROPOLITAN HOME MORTGAGE, INCORPORATED, ITS SUCCESSORS AND ASSIGNS**

*Stephanie Therese Tautges*

By: **STEPHANIE THERESE TAUTGES** Assistant Secretary

STATE OF MN }  
COUNTY OF Dakota } s.s.

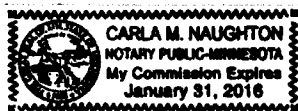
On 04/11/2013, before me **CARLA M. NAUGHTON**, a Notary Public, personally appeared **STEPHANIE THERESE TAUTGES** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same 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

*Carla M. Naughton*

**CARLA M. NAUGHTON**  
My Commission Expires: 01/31/2016



RECORDING REQUESTED BY:  
AND WHEN RECORDED MAIL TO:

CAL-WESTERN RECONVEYANCE  
LLC  
525 EAST MAIN STREET  
P.O. BOX 22004  
EL CAJON, CA, 92022-9004

\*\*This document was electronically submitted  
to the County of Riverside for recording\*\*  
Received by: LSAMARTEAN

13024457

Space above this line for Recorder's use only

APN: 450-060-017-1

**SUBSTITUTION OF TRUSTEE**

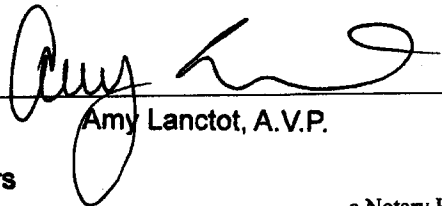
WHEREAS, BENJAMIN VALENZUELA, A SINGLE MAN was the original Trustor, HOMEFRONT ESCROW, INC., A CALIFORNIA CORPORATION was the original Trustee, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR METROPOLITAN HOME MORTGAGE, INC., A CALIFORNIA CORPORATION, ITS SUCCESSORS AND ASSIGNS was the original Beneficiary, under that certain Deed of Trust dated February 11, 2011 and recorded on February 18, 2011 as Instrument No. 2011-0078282, in book XX, page XX of official records of RIVERSIDE County, California, and WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and WHEREAS, the undersigned desires to substitute a new Trustee under the said Deed of Trust in place and stead of present Trustee.

NOW, THEREFORE, the undersigned hereby substitutes, CAL-WESTERN RECONVEYANCE LLC, a California limited liability company, whose address is 525 EAST MAIN STREET, P.O. BOX 22004, EL CAJON, CA, 92022-9004 as Trustee under said Deed of Trust.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Dated: 11/25/13

WELLS FARGO BANK, NA  
By CAL-WESTERN RECONVEYANCE LLC, AS ATTORNEY-IN-FACT

  
\_\_\_\_\_  
Amy Lanctot, A.V.P.

State of California  
County of San Diego

**Susan Meyers**

On NOV 25 2013 before me, \_\_\_\_\_, a Notary Public,  
personally appeared Amy Lanctot, 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.  
(Seal)

WITNESS my hand and official seal

Signature 



003-CA-V2

DOC # 2013-0558144

11/27/2013 12:08 PM Fees: \$31.00

Page 1 of 3

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

**Recording Requested By  
When Recorded Mail To**

Cal-Western Reconveyance LLC  
P.O. Box 22004  
525 East Main Street  
El Cajon CA 92022-9004

\*\*This document was electronically submitted  
to the County of Riverside for recording\*\*  
Received by: LSAMARTEAN

Trustee Sale No. 1387067-31

APN: 450-060-017-1 13024457

Space Above This Line For Recorder's Use

Ref: VALENZUELA, BENJAMIN

Property Address: 41235 CREST DRIVE, HEMET AREA CA 92544

**NOTICE OF DEFAULT**

[ATTENTION RECORDER: PURSUANT TO CIVIL CODE §2923.3, THE SUMMARY OF INFORMATION REFERENCED BELOW IS NOT ATTACHED TO THE RECORDED COPY OF THIS DOCUMENT BUT ONLY TO THE COPIES PROVIDED TO THE TRUSTOR.]

**NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED**

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

**NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO  
TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP  
LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI  
LIỆU NÀY**

**IMPORTANT NOTICE**

**IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date this notice of default may be recorded (which date of recordation appears on this notice). This amount is \$9,071.46 as of November 26, 2013, and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.**

**Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than three months after this notice of default is recorded) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).**

**Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.**

NODCA

Page 1 of 2

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:  
WELLS FARGO BANK, NA

C/O CAL-WESTERN RECONVEYANCE LLC  
525 EAST MAIN STREET  
P.O. BOX 22004  
EL CAJON CA 92022-9004  
(619)590-9200

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan.

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember, **YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.**

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST**

**NOTICE IS HEREBY GIVEN:**

CAL-WESTERN RECONVEYANCE LLC is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a deed of trust dated February 11, 2011 executed by

BENJAMIN VALENZUELA, A SINGLE MAN as trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR METROPOLITAN HOME MORTGAGE, INC., A CALIFORNIA CORPORATION, ITS SUCCESSORS AND ASSIGNS as beneficiary, recorded as document 2011-0078282 on February 18, 2011 in book XX page XX official records in the office of County Recorder of RIVERSIDE County, California, describing land therein as:

**COMPLETELY DESCRIBED IN SAID DEED OF TRUST,**

said obligations including a promissory note for the principal sum of \$279,724.00.

That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

Failure to pay the monthly payment due August 1, 2013 of principal, interest and impounds and subsequent installments due thereafter; plus late charges; together with all subsequent sums advanced by beneficiary pursuant to the terms and conditions of said deed of trust.

That by reason thereof the present beneficiary under such Deed of Trust has deposited with said trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

**SEE ATTACHED DECLARATION**

T.S. 1387067-31

Dated: November 26, 2013

CAL-WESTERN RECONVEYANCE LLC

Signature By Sherry Pappas  
Sherry Pappas, Authorized Signor



**DECLARATION OF COMPLIANCE**

*(California Civil Code Section 2923.55(c))*

Wells Fargo Bank, N.A.  
3476 Stateview Blvd.  
Fort Mill, SC 29715

Borrower(s): BENJAMIN VALENZUELA

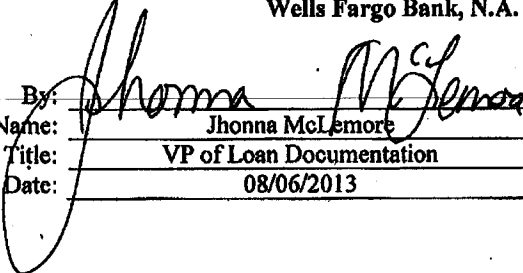
Property Address: 41235 CREST DRIVE  
HEMET AREA CALIFORNIA 92544

The undersigned, as an authorized agent or employee of the mortgage servicer named below, declares that:

- 1.  The mortgage servicer has contacted the borrower pursuant to California Civil Code §2923.55(b)(2) to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure". Thirty (30) days, or more, have passed since the initial contact was made.
- 2.  The mortgage servicer has exercised due diligence to contact the borrower pursuant to California Civil Code §2923.55(f) to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure". Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
- 3.  No contact was required by the mortgage servicer because the individual(s) identified above did not meet the definition of "borrower" pursuant to subdivision (c) of California Civil Code §2920.5.
- 4.  The requirements of California Civil Code §2923.55 do not apply because the loan is not secured by a first lien mortgage or deed of trust on "owner-occupied" residential real property as defined by California Civil Code §2924.15(a).

I certify that this declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and loan information.

Wells Fargo Bank, N.A.

By:   
 Name: Jhonna McLemore  
 Title: VP of Loan Documentation  
 Date: 08/06/2013

053\_CA\_V3



PETITIONER/PLAINTIFF: County of Los Angeles RESPONDENT/DEFENDANT: BENJAMIN VALENZUELA OTHER PARENT: DINORA TABORA	CASE NUMBER: <b>BY0326136</b>
---	----------------------------------

6.  **NOTICE OF SUPPORT COLLECTION:** For purposes of collection only, the governmental agency identified in the top left box is assignee of record of all support obligations as specified below and that agency will appear in this case to enforce
- all support obligations.
  - support arrears only.
  - medical obligations as required by federal law.
7. a.  Each parent must notify the local child support agency in writing within 10 days of any change in residence or employment.  
b.  Each parent must complete a *Child Support Case Registry Form* (FL-191) and file it with the court within 10 days of any change in residence or employment.

Date: **MAY 26 2006**

LYNN ANYAYAHAN

(TYPE OR PRINT NAME)

*Lynn Anyayahan*  
(SIGNATURE)

**ACKNOWLEDGMENT**  
(To be completed only when this form is recorded)

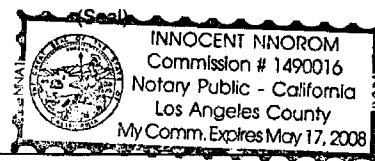
STATE OF CALIFORNIA  
COUNTY OF **LOS ANGELES**

On **MAY 26 2006**, before me, **INNOCENT NNOROM**  
Notary Public, personally appeared:

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

WITNESS my hand and official seal.

*Innocent Nnorom*  
(SIGNATURE OF NOTARY)



FL-632 (Rev. July 1, 2005)


**NOTICE REGARDING PAYMENT OF SUPPORT**  
(Governmental)

Page 2 of 2

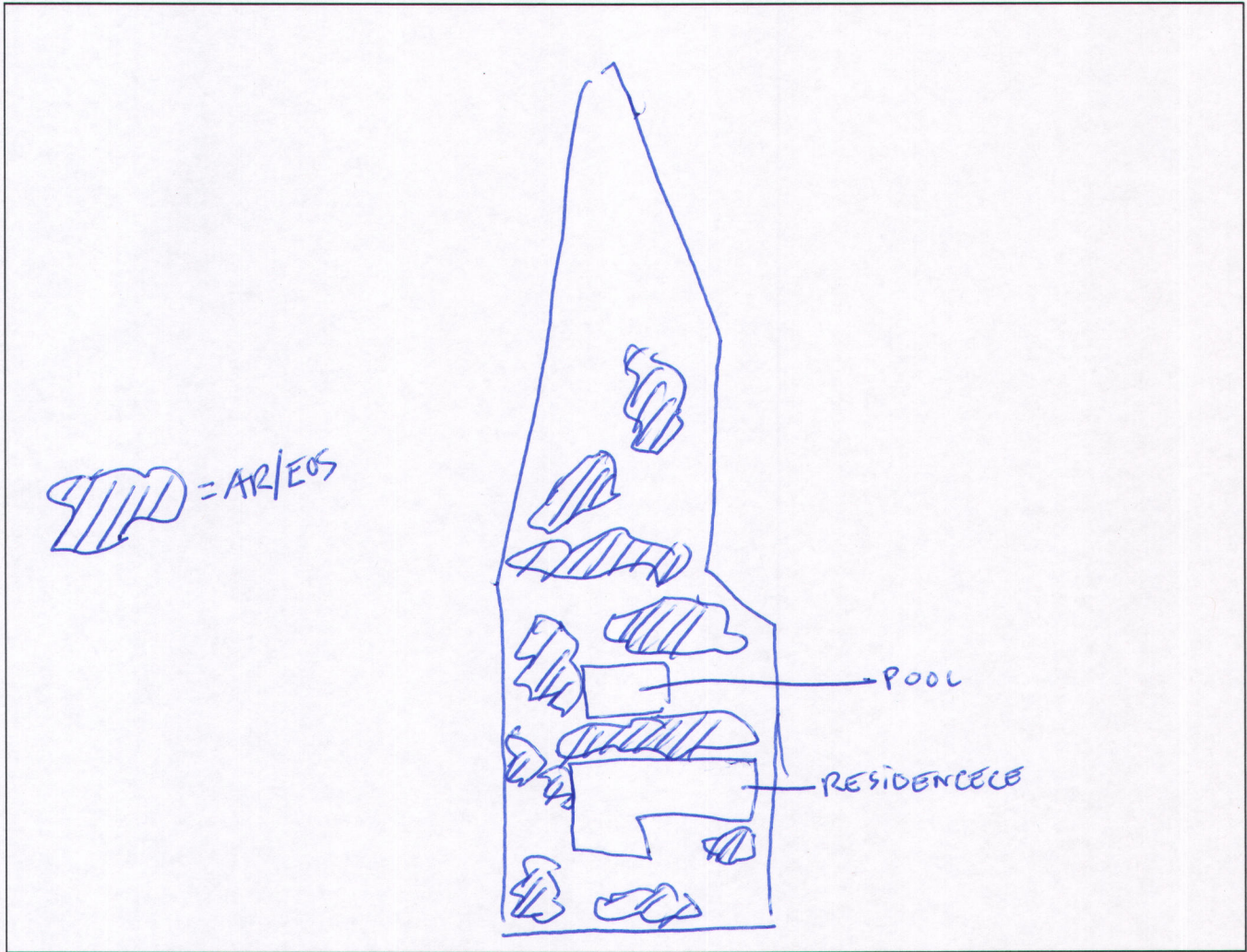
# **EXHIBIT “D”**

### SITE PLAN: Case # CV-1403321

OWNER(S): BENJAMIN VALENZUELA  
SITE ADDRESS: 41235 CREST DR, HEMET  
ASSESSOR'S PARCEL: 450-060-017  
ACREAGE: 1.11

NORTH ARROW: 

REAR PROPERTY LINE



FRONT PROPERTY LINE: 41235 CREST DR, HEMET

PREPARED BY: B. POLKARD DATE: 020515

*Photographs*



b pollard 092314 front from ROW



b pollard 092314 front from ROW



b pollard 092314 AR/EOS



b pollard 092314 AR/EOS



b pollard 092314 AR/EOS



b pollard 092314 AR/EOS



b pollard 110314 AR/EOS



b pollard 110314 AR/EOS



b pollard 110314 AR/EOS



b pollard 111814 AR/EOS from the ROW



b pollard 111814 AR/EOS from the ROW



b pollard 111814 AR/EOS from the ROW



b pollard 111814 AR/EOS from the ROW



b pollard 111814 AR/EOS from the ROW



b pollard 111814 AR/EOS from the ROW



b pollard AR/EOS



b pollard AR/EOS



b pollard AR/EOS





b pollard AR/EOS



b pollard AR/EOS



b pollard 020315 AR/EOS



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b pollard 020315 AR/EOS



b pollard 040615 012.JPG



b pollard 040615 013.JPG



b pollard 040615 014.JPG

# **EXHIBIT “E”**



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**NOTICE OF VIOLATION**

September 25, 2014

BENJAMIN VALENZUELA  
41235 CREST DR  
HEMET, CA 92544

RE CASE NO: CV1403321 at 41235 CREST DR, in the community of HEMET, California, Assessor's Parcel Number 450-060-017

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 41235 CREST DR, in the community of HEMET California, Assessor's Parcel Number 450-060-017, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541) ,17.12.040 (Ord. 348), of the Riverside County Code.

**Said violation is described as:**

- 1) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.
- 2) 17.12.040 (Ord. 348) - All outdoor storage is required to conform to the standards provided in the permitted uses for the size and type of property.

**YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:**

- 1) Remove all rubbish and dispose of it in an approved, legal landfill.
- 2) Remove or reduce all outside storage to 200 sq ft.

COMPLIANCE MUST BE COMPLETED BY October 9, 2014. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

**NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$109.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.**

**YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.**

CODE ENFORCEMENT DEPARTMENT

By: B Pollard, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**PROOF OF SERVICE**

Case No. CV1403321

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Elizabeth Ross, declare that I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is at the footer of this notice.

That on September 25, 2014, I served the following document(s):

**Notice of Violation**

by placing a true copy thereof enclosed in a sealed envelope(s) by **FIRST CLASS MAIL** addressed as follows:

BENJAMIN VALENZUELA 41235 CREST DR, HEMET, CA 92544

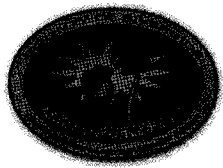
XX **By First Class Mail.** I am readily familiar with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service with postage thereon fully prepaid in the County of Riverside, California, in the ordinary course of business.

XX **STATE.** I declare under the penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED ON September 25, 2014, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Elizabeth Ross, Code Enforcement Aide



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**NOTICE OF VIOLATION**

September 25, 2014

Kevin Lai  
41235 CREST DR  
HEMET, CA 92544

RE CASE NO: CV1403321 at 41235 CREST DR, in the community of HEMET, California, Assessor's Parcel Number 450-060-017

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 41235 CREST DR, in the community of HEMET California, Assessor's Parcel Number 450-060-017, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541), 17.12.040 (Ord. 348), of the Riverside County Code.

**Said violation is described as:**

- 1) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.
- 2) 17.12.040 (Ord. 348) - All outdoor storage is required to conform to the standards provided in the permitted uses for the size and type of property.

**YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:**

- 1) Remove all rubbish and dispose of it in an approved, legal landfill.
- 2) Remove or reduce all outside storage to 200 sq ft.

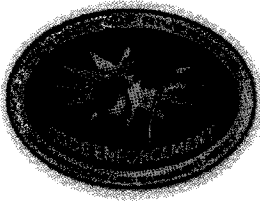
COMPLIANCE MUST BE COMPLETED BY October 10, 2014. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

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CODE ENFORCEMENT DEPARTMENT

By: B Pollard, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**PROOF OF SERVICE**

Case No. CV1403321

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Elizabeth Ross, declare that I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is at the footer of this notice.

That on September 25, 2014, I served the following documents(s):

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by placing a true copy thereof enclosed in a sealed envelope(s) by **FIRST CLASS MAIL** addressed as follows:

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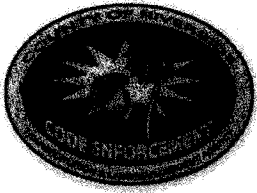
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XX **STATE.** I declare under the penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED ON September 25, 2014, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Elizabeth Ross, Code Enforcement Aide



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**AFFIDAVIT OF POSTING OF NOTICES**

September 26, 2014

RE CASE NO: CV1403321

I, Anita Bustillos, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is:  
37600 Sky Canyon Drive, Suite G  
Murrieta, California 92563  
Mail Stop #5155.

That on 09/26/2014 at 11:50 a.m., I securely and conspicuously posted Notice of Violation (Accumulated Rubbish and Excessive Outside Storage) at the property described as:

**Property Address:** 41235 CREST DR, HEMET

**Assessor's Parcel Number:** 450-060-017

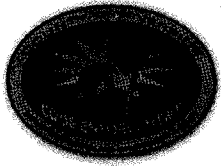
I declare under the penalty of perjury that the foregoing is true and correct.

Executed on September 26, 2014 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

  
By: Anita Bustillos, Code Enforcement Technician





**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**NOTICE OF VIOLATION**

October 16, 2014

Kevin Lai  
41235 CREST DR  
HEMET, CA 92544

RE CASE NO: CV1403321 at 41235 CREST DR, in the community of HEMET, California, Assessor's Parcel Number 450-060-017

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CODE ENFORCEMENT DEPARTMENT

By: B Pollard, Code Enforcement Officer

**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**NOTICE OF VIOLATION**

October 16, 2014

Wells Fargo Bank, N.A.  
Beaverton Loan Center ATTN: Collateral Control  
P.O. Box 5140  
Portland, OR 97208-5140

RE CASE NO: CV1403321 at 41235 CREST DR, in the community of HEMET, California, Assessor's Parcel Number 450-060-017

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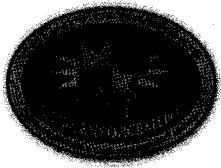
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CODE ENFORCEMENT DEPARTMENT

By: B Pollard, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**NOTICE OF VIOLATION**

October 16, 2014

Metropolitan Home Mortgage, Inc.  
4 Park Plaza Suite 800  
Irvine, CA 92614

RE CASE NO: CV1403321 at 41235 CREST DR, in the community of HEMET, California, Assessor's Parcel Number 450-060-017

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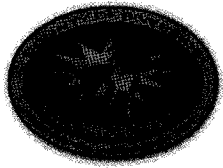
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CODE ENFORCEMENT DEPARTMENT

By: B Pollard, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**NOTICE OF VIOLATION**

October 16, 2014

MERS  
P O BOX 2026  
FLINT, MI 48501-2026

RE CASE NO: CV1403321 at 41235 CREST DR, in the community of HEMET, California, Assessor's Parcel Number 450-060-017

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CODE ENFORCEMENT DEPARTMENT

By: B Pollard, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**NOTICE OF VIOLATION**

October 16, 2014

Wells Fargo Bank, N.A.  
MAC: X9999-018  
PO BOX 1629  
Minneapolis, MN 55440-9790

RE CASE NO: CV1403321 at 41235 CREST DR, in the community of HEMET, California, Assessor's Parcel Number 450-060-017

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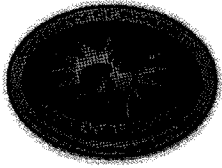
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CODE ENFORCEMENT DEPARTMENT

By: B Pollard, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**NOTICE OF VIOLATION**

October 16, 2014

MERS  
1901 E Voorhees St STE. C  
Danville, IL 61834

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CODE ENFORCEMENT DEPARTMENT

By: B Pollard, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**NOTICE OF VIOLATION**

October 16, 2014

Wells Fargo Bank, N.A.  
1 HOME CAMPUS  
Des Moines, IA 50328

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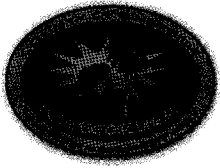
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CODE ENFORCEMENT DEPARTMENT

By: B Pollard, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**NOTICE OF VIOLATION**

October 16, 2014

CAL-WESTERN RECONVEYANCE LLC  
525 EAST MAIN STREET  
P.O. BOX 22004  
EL CAJON, CA 92022-9004

RE CASE NO: CV1403321 at 41235 CREST DR, in the community of HEMET, California, Assessor's Parcel Number 450-060-017

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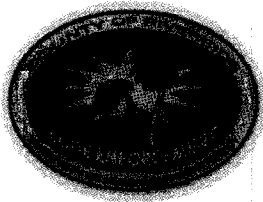
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CODE ENFORCEMENT DEPARTMENT

By: B Pollard, Code Enforcement Officer





**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**PROOF OF SERVICE**

Case No. CV1403321

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Elizabeth Ross, declare that I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is at the footer of this notice.

That on October 16, 2014, I served the following document(s):

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Kevin Lai 41235 CREST DR, HEMET, CA 92544

Wells Fargo Bank, N.A. Beaverton Loan Center ATTN: Collateral Control P.O. Box 5140, Portland, OR 97208-5140

Metropolitan Home Mortgage, Inc. 4 Park Plaza Suite 800, Irvine, CA 92614

MERS P O BOX 2026, FLINT, MI 48501-2026

Wells Fargo Bank, N.A. MAC: X9999-018 PO BOX 1629, Minneapolis, MN 55440-9790

MERS 1901 E Voorhees St STE. C, Danville, IL 61834

Wells Fargo Bank, N.A. 1 HOME CAMPUS, Des Moines, IA 50328

CAL-WESTERN RECONVEYANCE LLC 525 EAST MAIN STREET P.O. BOX 22004, EL CAJON, CA 92022-9004

**XX** **By First Class Mail.** I am readily familiar with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service with postage thereon fully prepaid in the County of Riverside, California, in the ordinary course of business.

**XX** **STATE.** I declare under the penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED ON October 16, 2014, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Elizabeth Ross, Code Enforcement Aide

# **EXHIBIT “F”**

RECORDING REQUESTED BY:  
County of Riverside  
Code Enforcement Department

DOC # 2014-0462044  
12/03/2014 04:40P Fee:NC  
Page 1 of 1  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder

AND WHEN RECORDED MAIL TO:  
County of Riverside  
Code Enforcement Department  
37600 Sky Canyon Drive, Suite G  
Murrieta, California 92563  
Mail Stop #5155



(space for recorder's use)

## NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS

In the matter of the public or other code violation(s) on the property of:  
**BENJAMIN VALENZUELA** )  
and DOES I through X, Owners )

Case #: CV-1403321

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

**ADDRESS:** 41235 CREST DR, HEMET CA, 92544  
**PARCEL #:** 450-060-017  
**LEGAL DESCRIPTION:** 1.11 acres in LOT 2 of PM 7652, recorded in PM 28 page 94

**VIOLATION(S):** Riverside County Code (Ordinance) 8.120.010 (Ord. 541), 17.12.040 (Ord. 348) that such proceedings are based upon the noncompliance of such structure or land with the requirements of Riverside County Codes (Ordinances) listed above; and that failure to comply with the lawful orders of the Code Enforcement Director and/or authorized agents of the County of Riverside heretofore and hereafter issued relative to the above matter may result in demolition of the offending structure, abatement of the public nuisance or other available legal remedies and assessment of the costs, expenses, and administrative costs thereof to the property heretofore described as a tax and special assessment lien on such property; that any purchaser, his heirs, or assigns acquiring said property subsequent to the recording of the Notice with the County Recorder shall have such interest subject and subordinate to said tax and assessment lien. **Notice is Further Given** in accordance with Sections 17274 and 24436.5 of the California Revenue and Taxation Code, that a tax deduction may not be allowed for interest, taxes, depreciation or amortization paid or incurred in the taxable year affected by these proceedings.

COUNTY OF RIVERSIDE CODE ENFORCEMENT DEPARTMENT

By: Cynthia Black  
Cynthia Black Code Enforcement Department

### ACKNOWLEDGEMENT

State of California )  
County of Riverside )SS

On 11.19.2014 before me, Elizabeth B. Ross, Notary Public, personally appeared Cynthia Black 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.

Commission #: 2015670 Expires: March 28, 2017

Signature: Elizabeth B. Ross (Seal)



# **EXHIBIT “G”**



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

Greg Flannery  
Code Enforcement Official

April 28, 2015

**NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS AND ABATE  
PUBLIC NUISANCE**

TO: Owner and Interested Parties  
(See Attached Proof of Service  
and Responsible Parties List)

Case No.: CV14-03321  
APN: 450-060-017  
Property: 41235 Crest Drive, Hemet

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance ("RCO") Nos. 348, 541 and 725 to consider the abatement of the excess outside storage of materials and accumulated rubbish located on the SUBJECT PROPERTY described as 41235 Crest Drive, Hemet, Riverside County, California, and more particularly described as Assessor's Parcel Number 450-060-017.


YOU ARE HEREBY DIRECTED as owner of the SUBJECT PROPERTY, to appear at this hearing to show cause why the SUBJECT PROPERTY should not be declared as a public nuisance and be abated by removing the violations from the real property.

SAID HEARING will be held on **Tuesday, June 2, 2015, at 9:30 a.m.** in the Board of Supervisors Room, County Administrative Center, 4080 Lemon Street, 1<sup>st</sup> Floor Annex, Riverside, California at which time and place pertinent evidence will be received and/or testimony from all concerned parties will be heard. Failure to appear on your behalf will result in the exclusion of your testimony, and facts as known to the Code Enforcement Department ("Department") will be presented to the Board of Supervisors for consideration and deliberation in this matter.

Please be advised that the costs already accrued in this case, including but not limited to, enforcement and investigation costs, are recoverable by the Department, as allowed under RCO No. 725. The Department may seek recovery of such costs from the property owner(s) which may result in a special assessment lien against the SUBJECT PROPERTY. Additionally, should the Department abate the property, the costs associated therewith, as well as all abatement costs allowed under RCO No. 725, will be sought from the property owner(s) and/or may result in a special assessment lien against the property.

**We encourage you to contact Code Enforcement at (951) 955-2004 upon receipt of this Notice to discuss the case and attempt to reach a resolution prior to the hearing. If you plan to attend the hearing, please check-in with Code Enforcement staff at 8:30 a.m. on the day of the hearing in the lobby of the first floor annex in front of the Clerk of the Board's Office.**

GREG FLANNERY  
CODE ENFORCEMENT OFFICIAL

  
HECTOR VIRAY  
Supervising Code Enforcement Officer

1 **PROOF OF SERVICE**

2 Case No. CV14-03321

3 STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

4 I, Sue Jimenez, the undersigned, declare that I am a citizen of the United States and am employed in  
5 the County of Riverside, over the age of 18 years and not a party to the within action or proceeding;  
6 that my business address is 4080 Lemon Street, 12<sup>th</sup> Floor, Riverside, California 92501.

7 That on April 28, 2015, I served the following document(s):

- 8 • **NOTICE TO CORRECT COUNTY ORDINANCE**
- 9 • **VIOLATIONS AND ABATE PUBLIC NUISANCE**
- 10 • **NOTICE LIST**

11 by placing a true copy thereof enclosed in a sealed envelope(s) addressed as follows:

12 **OWNERS OR INTERESTED PARTIES**  
13 **(SEE ATTACHED NOTICE LIST)**

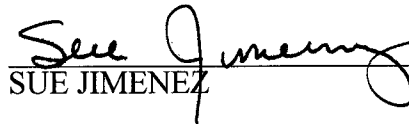
14 XX **BY FIRST CLASS MAIL.** I am "readily familiar" with the office's practice of collection  
15 and processing correspondence for mailing. Under that practice it would be deposited with  
16 the U.S. Postal Service on that same day with postage thereon fully prepaid at Riverside,  
17 California, in the ordinary course of business.

18     **BY PERSONAL SERVICE:** I caused to be delivered such envelope(s) by hand to the offices  
19 of the addressee(s).

20 XX **STATE - I declare under penalty of perjury under the laws of the State of California that the**  
21 **above is true and correct.**

22     **FEDERAL - I declare that I am employed in the office of a member of the bar of this court at**  
23 **whose direction the service was made.**

24 EXECUTED ON April 28, 2015, at Riverside, California.

25  
26  
27  
28  
  
SUE JIMENEZ

# NOTICE LIST

Subject Property: 41235 Crest Drive, Hemet

Case No.: CV14-03321

APN: 450-060-017; District 3

BENJAMIN VALENZUELA  
41235 CREST DRIVE  
HEMET, CA 92544

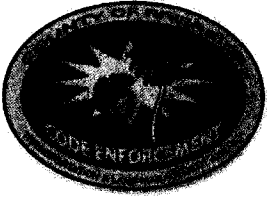
KEVIN LAI  
41235 CREST DRIVE  
HEMET, CA 92544

WELLS FARGO BANK, N.A.  
2701 WELLS FARGO WAY  
MINNEAPOLIS, MN 55467-8000

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC,  
P.O. BOX 2026  
FLINT, MI 48501-2026

HOMEFRONT ESCROW, INC.  
4 PARK PLAZA SUITE 820  
IRVINE, CA 92614

CAL WESTERN RECONVEYANCE  
525 E. MAIN STREET  
P.O. BOX 22004  
EL CAJON, CA 92022-9004



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**AFFIDAVIT OF POSTING OF NOTICES**

April 29, 2015

RE CASE NO: CV1403321

I, Anita Bustillos, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is:  
37600 Sky Canyon Drive, Suite G  
Murrieta, California 92563  
Mail Stop #5155.

That on 04/29/2015 at 11:02 a.m., I securely and conspicuously posted Notice to Correct County Ordinance Violations and Abate Public Nuisance, Notice List and Proof of Service at the property described as:


**Property Address:** 41235 CREST DR, HEMET

**Assessor's Parcel Number:** 450-060-017

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

Executed on April 29, 2015 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

  
\_\_\_\_\_

By: Anita Bustillos, Code Enforcement Technician