

FORM APPROVED COUNTY COUNSEL 6/23/15
 BY: GREGORY P. PRIAMOS DATE

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

414
A



FROM: Don Kent, Treasurer/Tax Collector

SUBMITTAL DATE:
June 24, 2015

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 192, Item 861. Last assessed to: Hunter Management, Inc., a Delaware Corporation. Dist. 3 [\$12,827] Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Settlement Agreement between Claimants William C. Hunter, Daniel E. Anderson and the County of Riverside for the distribution of excess proceeds and authorize the Chairman of the Board of Supervisors to sign the Settlement Agreement.

(continued on page two)

BACKGROUND:

Summary

On March 24, 2015, the Board of Supervisors held a public hearing on the distribution of the excess proceeds in this matter. At the close of the public hearing, the Board continued the public hearing until July 7, 2015 to allow the two claimants and the County to negotiate a settlement. A settlement has been negotiated in the form of the attached Settlement Agreement which the two claimants have executed. Both claimants had filed claims for the \$12,827.66 in excess proceeds from the tax sale. The claimants have agreed to split the excess proceeds equally.

[Signature]
 Jon Christensen, Assistant
 Treasurer/Tax Collector for Don
 Kent, Treasurer/Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 12,827	\$ 0	\$ 12,827	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale
 Budget Adjustment: n/a
 For Fiscal Year: 2015-16

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]* 6/30/15
 Samuel Wong

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
 Nays: None
 Absent: None
 Date: July 7, 2015
 xc: Treasurer, Auditor

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

A-30
 Positions Added
 Change Order
 4/5 Vote

Prev. Agn. Ref.: 9-37 3/24/15 | District: 3 | Agenda Number:

RECOMMENDED MOTION:

9-2

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 192, Item 861. Last
assessed to: Hunter Management, Inc. a Delaware Corp. Dist. 3 [\$12,827] Fund 65595 Excess Proceeds from
Tax Sale.

DATE: June 24, 2015

PAGE: Page 2 of 2

RECOMMENDED MOTION:

2. Authorize and Direct the Auditor-Controller to issue warrants to William C. Hunter in the amount of \$6,413.83 and Daniel E. Anderson in the amount of \$6,413.83.

BACKGROUND:

Summary (continued).

The Settlement Agreement reflects that the County will award Claimant Hunter \$6,413.83 and Claimant Anderson \$6,413.83. The claimants agree to waive their rights to further appeal or judicial review and agree to release the County from further claims concerning the excess proceeds.

The claimants have executed the attached Settlement Agreement and request the Board to authorize the Chairman of the Board to execute it as well.

There were no other claimants for the excess proceeds. Execution of the Settlement Agreement by the County would fairly and finally settle this matter.

Impact on Citizens and Businesses

Excess proceeds from the tax sale are being awarded equally to the Deed of Trust Holder's for the excess proceeds. There will be no impact to citizens or businesses.

ATTACHMENTS (if needed, in this order):

Settlement Agreement

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (this "Agreement"), is entered into as of July 7 2015, by and between William C. Hunter, Daniel E. Anderson and the County of Riverside (hereinafter referred to as "County" and together with William C. Hunter and Daniel E. Anderson, the "Parties") with reference to the following facts:

RECITALS

A. On March 20, 2012, in accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with the approval of the Riverside County Board of Supervisors, the Riverside County Treasurer-Tax Collector (the "Tax Collector") sold parcel number 577420045-4 (the "Property") at tax sale.

B. The Property sold at public auction for an amount in excess of the delinquent taxes owed on the Property and certain authorized costs resulting in excess proceeds (the "Excess Proceeds").

C. Pursuant to Section 4675 of the California Revenue and Taxation Code, the Tax Collector notified various parties of interest and received claims for the distribution of the Excess Proceeds which amounted to \$12,827.66.

D. The Tax Collector received two claims from parties in interest. The Tax Collector received a claim from William C. Hunter based on a Short Form Deed of Trust and Assignment of Rents recorded June 6, 2006 as Instrument No. 2006-0408585. In addition, the Tax Collector received a claim from Daniel E. Anderson based on a Short Form Deed of Trust and Assignment of Rents recorded on May 14, 2004 as Instrument No. 0364717 and a Partial "Y" of Note and Deed of Trust recorded on January 10, 2007 as Instrument No. 2007-0022552.

E. Claimant William C. Hunter and Claimant Daniel E. Anderson have agreed to share equally in the distribution of the Excess Proceeds.

F. The Tax Collector is in possession of the Excess Proceeds from the sale of the Property, but claims no interest in the Excess Proceeds and holds the Excess Proceeds as a mere stakeholder.

G. Pursuant to the terms and conditions of this Agreement, the Parties now desire to provide for the mutually agreeable distribution of the Excess Proceeds.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Distribution of the Excess Proceeds. Within forty-five (45) days of the execution of this Agreement by the Parties, the Tax Collector shall distribute the Excess Proceeds in equal shares to William C. Hunter and Daniel E. Anderson. The Tax Collector shall cause the Riverside County Auditor-Controller to issue a warrant in the amount of \$6,413.83 to William C. Hunter and another warrant in the amount of \$6,413.83 to Daniel E. Anderson. The Tax Collector shall have the warrants mailed to the respective address that is on file at its office or such address as William C. Hunter or Daniel E. Anderson shall request prior to the issuance and mailing of the warrants.

2. Comprehensive Settlement. The parties agree that this Agreement is intended to provide a comprehensive settlement of the dispute involving the Excess Proceeds. So long as the provisions of this Agreement are complied with, the Parties agree not to pursue any other civil or administrative actions or remedies concerning the distribution of the Excess Proceeds; and the parties waive their rights to hearing, review, and appeal concerning this matter. It is understood and agreed that this settlement applies only to the distribution of the Excess Proceeds from the tax sale of the Property.

3. Release. In exchange for the Tax Collector's compliance with the provisions of this Agreement and distribution of the Excess Proceeds as provided herein, William C. Hunter and Daniel E. Anderson, on behalf of themselves, their heirs, executors, administrators, and assigns fully and forever release the Tax Collector and the County, their elected officials, officers, employees, their successors, and all other persons and associations, known or unknown, from all claims and causes of action of any nature whether known or unknown, foreseen or unforeseen, or patent or latent by reason of the distribution of the Excess Proceeds. In addition, William C. Hunter and Daniel E. Anderson, on behalf of themselves, their heirs, executors, administrators, and assigns fully and forever waive the right to sue and covenant not to sue and not to pursue any administrative action against the Tax Collector or the County, or their elected officials, officers, employees, their successors, and all other persons and associations, known or unknown from all claims and causes of action of any nature by reason of the distribution of the Excess Proceeds. It is understood and agreed that this release and covenant not to sue apply only to the distribution of the Excess Proceeds from the tax sale of the Property.

4. Fair Meaning. This Agreement shall be construed according to its fair meaning as if prepared by all parties after extensive negotiation of the terms hereto.

5. Controlling Law. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

6. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument and in each such instance executed by or on behalf of the party to be bound thereto.

7. Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. Merger of Prior Agreements and Understandings. This Agreement contains the entire understanding among the parties relating to the transaction contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

9. Representations. Each party represents that (i) they are duly authorized and empowered to execute this Agreement and to perform the obligations undertaken by such party herein, (ii) this Agreement will be binding upon such party in accordance with its terms, and (iii)

such party has not assigned whatever claims, causes of action, or rights it may have to any other person.

10. Time is of the Essence. Time is hereby expressly made of the essence of this Agreement and all performances and obligations due hereunder.

11. Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute an agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of

_____.

William C. Hunter

Daniel E. Anderson

COUNTY OF RIVERSIDE

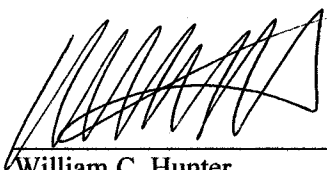
Marion Ashley, Chairman of the Riverside County
Board of Supervisors

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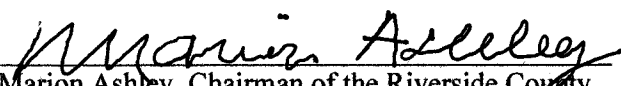
7/7/15 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of



William C. Hunter 4/21/15

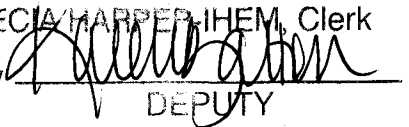
Daniel E. Anderson

COUNTY OF RIVERSIDE



Marion Ashley, Chairman of the Riverside County Board of Supervisors

FORM APPROVED COUNTY COUNSEL
BY:  6/23/15
DALE A. GARDNER DATE

ATTEST
KECIA HARPER IHEN, Clerk
By: 
DEPUTY

Daniel E. Anderson 4/22/15

Daniel E. Anderson

COUNTY OF RIVERSIDE

Marion Ashley, Chairman of the Riverside County

Board of Supervisors

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 192 Item 861 Assessment No.: 577420045-4

Assessee: HUNTER MANAGEMENT INC

Situs: 61295 INDIAN PAINT BRUSH RD ANZA

Date Sold: March 20, 2012

Date Deed to Purchaser Recorded: May 11, 2012

Final Date to Submit Claim: May 13, 2013

RECEIVED
2012 JUN -3 AM 8:44
RIVERSIDE COUNTY
TREAS. TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ _____ from the sale of the above mentioned real property. I/We were the lienholder(s), property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2008-0494124; recorded on 9/18/08. A copy of this document is attached here to. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

All amounts due equity or otherwise unclaimed

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 26th day of June, 2012 at Clatsop, Oregon
County, State

[Signature]
Signature of Claimant

Signature of Claimant

William Hunter
Print Name

Print Name

PO Box 68282
Street Address

Street Address

Ode, Oregon, OR 97267
City, State, Zip

City, State, Zip

503.784.7076
Phone Number

Phone Number

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

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

RECORDING REQUESTED BY:

When Recorded Mail To:



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

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

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

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SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made 26TH day of MAY, 2006 between

PACIFIC WEST SYNDICATION GROUP, INC.
D.B.A., PACIFIC WEST MORTGAGE

, herein called TRUSTOR,

whose address is

4540 CAMPUS DRIVE, NEWPORT BEACH, CA 92660

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

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

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

ADDRESS:

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

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

FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustor
incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one
promissory note of even date herewith, and any extension or renewal thereof, in the principal sum
of \$500,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further
sums as the then record owner of said property hereafter may borrow from Beneficiary, when
evidenced by another note (or notes) reciting it so secured.

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

T
YS

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

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

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	435	684	Kings	792	833	Placer	895	301	Sierra	29	335
Alpine	1	250	Lake	362	39	Plumes	151	5	Siskiyou	468	181
Amador	104	348	Lassen	171	471	Riverside	3005	523	Solano	1105	182
Butte	1145	1	Los Angeles	T2055	899	Sacramento	4331	62	Sonoma	1851	689
Calaveras	145	152	Madera	810	170	San Benito	271	383	Stanislaus	1715	456
Colusa	296	617	Marin	1508	339	San Bernardino	5567	61	Sutter	572	297
Contra Costa	3978	47	Mariposa	77	292	San Francisco	A332	905	Tehama	401	289
Del Norte	78	414	Mendocino	579	530	San Joaquin	2470	311	Trinity	93	366
El Dorado	568	456	Merced	1547	538	San Luis Obispo	1151	12	Tulare	2294	275
Fresno	4626	572	Modoc	184	851	San Mateo	4078	420	Tuolumne	135	47
Glenn	422	184	Mono	52	429	Santa Barbara	1878	860	Ventura	2062	388
Humboldt	657	527	Monterey	2194	538	Santa Clara	5336	341	Yolo	653	245
Imperial	1091	501	Napa	639	86	Santa Cruz	1431	494	Yuba	334	486
Inyo	147	598	Nevada	305	320	Shasta	684	528			
Kern	3427	60	Orange	5889	611	San Diego	Series 2 Book 1961, Page 183887				

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

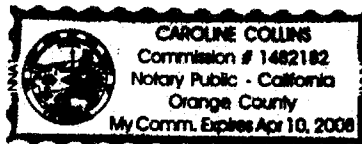
The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF CALIFORNIA
COUNTY OF Orange *Notary Public*
ON May 24, 2006 before me,
Caroline Collins * personally appeared
David J. Dasilva



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

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



Witness my hand and official seal.

Signature Caroline Collins

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

DO NOT RECORD

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

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

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

Page 3 of 4



Public Record

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

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

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

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

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

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

REQUEST FOR FULL RECONVEYANCE

TO: FIDELITY NATIONAL TITLE INSURANCE COMPANY, TRUSTEE:

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

Dated _____

By: _____

By:

Please mail Reconveyance to:

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

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ before me, _____ personally appeared

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

WITNESS my hand and official seal.

Signature _____

ESCROW NO. 883298-LG

TITLE ORDER NO. 9749284

DEED OF TRUST

EXHIBIT "A"

LEGAL DESCRIPTION

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

PARCEL 1:

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

APN: 579-450-010-9 ✓

PARCEL 2:

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

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

APN: 579-450-011

PARCEL 3:

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

APN: 579-500-014-7

PARCEL 4:

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

APN: 579-500-015-8



PARCEL 5:

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

APN: 579-180-054-5

PARCEL 6:

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

APN: 573-220-055-7

PARCEL 7:

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

APN: 576-260-055-7

PARCEL 8:

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

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

APN: 577-460-001-8

PARCEL 9:

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

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

APN: 577-460-007-4



PARCEL 10:

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

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

APN: 577-450-010-5

PARCEL 11:

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

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

APN: 577-450-012-7

PARCEL 12:

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

APN: 577-420-045-4



SECURED PROMISSORY NOTE

\$500,000.00

Newport Beach, California

Escrow No.: 883298-LG

MAY 26, 2006

APN: 579-450-011, 573-220-055-7, 576-260-055, 579-500-015, 579-180-054, 577-450-010-5,

577-460-007-4, 577-450-012-7, 579-500-014, 579-450-010, 577-420-045, 577-460-001

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

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

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

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

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

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

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

PACIFIC WEST LOAN SERVICING, LLC

4540 Campus Drive, Suite 100,

Newport Beach, California 92660,

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

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

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

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

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

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

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

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

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

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

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

15. Miscellaneous.

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

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

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

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

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

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

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

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

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

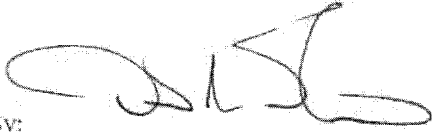
j. Cross-Default. Any default by Borrower in the performance or observance of any covenant, promise, condition, or agreement hereof shall be deemed an Event of Default under each of the Loan Documents entitling Lender to exercise any and all remedies available to Lender under the terms of any or all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

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

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

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

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



By: _____

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

William Hunter
PO Box 68282
Oak Grove, OR 97267

January 23, 2015

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

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

AFFIDAVIT OF TRANSACTION AND PAY HISTORY

Dear Ms. Green:

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

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

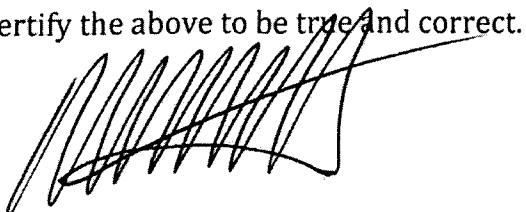
A principal payment (resulting from a sale of one of the properties) of \$106,160 was received 8/1/07, reducing the principal balance to \$393,840.

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

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

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

I certify the above to be true and correct.

A handwritten signature in black ink, appearing to be "William Hunter", written over the certification text.

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 192 Item 861 Assessment No.: 577420045-4

Assessee: HUNTER MANAGEMENT INC

Situs: 61295 INDIAN PAINT BRUSH RD ANZA

Date Sold: March 20, 2012

Date Deed to Purchaser Recorded: May 11, 2012

Final Date to Submit Claim: May 13, 2013

1/2 of \$ 12,827.66

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 6,413.83 from the sale of the above mentioned real property. I/We were the lienholder(s), property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2007-002255, recorded on 01/10/2007. A copy of this document is attached here to. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

I HAVE NOT RECIEVED ANY INTEREST PAYMENTS OR ANY RETURN ON PRINCIPAL LOAN AMOUNT SINCE 2008.

THIS DOCUMENT REPLACES THE JUNE 18th 2013 PREVIOUSLY SENT.

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 18 day of APRIL, 2014 at New Hanover County, NC
County, State

DANIEL E. ANDERSON
Signature of Claimant
Daniel E. Anderson

Signature of Claimant

DANIEL E. ANDERSON
Print Name

Print Name

6248 SENTRY CARS DR.
Street Address

Street Address

WILMINGTON, NC, 28409
City, State, Zip

City, State, Zip

910-799-6719
Phone Number

Phone Number

SCO 8-21 (1-99)

NOTE: 1st TRUST DEEDS WERE ISSUED TO
DAN ANDERSON \$100,000⁰⁰
BILL HUNTER \$100,000⁰⁰

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 192 Item 864 Assessment No.: 579260023-4

Assessee: CHAN, GUSTAVO

Situs: 45485 TULE RD ANZA

Date Sold: March 20, 2012

Date Deed to Purchaser Recorded: May 11, 2012

Final Date to Submit Claim: May 13, 2013 ✓

1/2 of \$13,285.91

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 6,642.85 from the sale of the above mentioned real property. I/We were the lienholder(s), property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. APN 577430145 recorded on 05-11-12. A copy of this document is attached here to. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

- ESCROW INSTRUCTIONS (ASSIGNMENT OF DEED OF TRUST)
- INSTRUCTIONS TO CLOSING AGENT 1ST TRUST DEED CONST. LOAN
FIDELITY NATIONAL TITLE CO. ESCROW # 881825-16
- FIDELITY NATIONAL TITLE CO (PRELIMINARY REPORT PARCEL 15)
- LINCOLN TRUST
- PENSAC TRUST + COPY OF CHECK # 998815037 \$100,000.00

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 18 day of JUNE, 2013 at NEW HANOVER COUNTY, NC.
County, State

Dan E Anderson
Signature of Claimant

Signature of Claimant

DANIEL E. ANDERSON
Print Name

Print Name

6248 SENTRY OAKS DR
Street Address

Street Address

WILMINGTON, NC. 28409
City, State, Zip

City, State, Zip

910-799-6719
Phone Number

Phone Number

NOTE: 1ST TRUST DEEDS WERE ISSUED TO DAN ANDERSON ^{SCO 8-21 (1-99)} 100,000.00
BILL HUNTER 100,000.00

**RECORDING REQUESTED BY:
FIDELITY NATIONAL TITLE**

DOC # 2004-0364717

05/14/2004 08:00A Fee: 67.00
Page 1 of 18
Recorded in Official Records
County of Riverside
Gary L. Orso
Assessor, County Clerk & Recorder



RECORDING REQUESTED BY:

When Recorded Mail To:

PACIFIC WEST SYNDICATION GROUP, INC.
4540 CAMPUS DRIVE, SUITE 100
NEWPORT BEACH, CA 92660

Escrow No. 881825-LG
Title Order No. 9757528

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A	R	L				COPY	LONG	REFUND	NCHG	EXAM

APN: 577-420-045 ✓

✓ SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

**T
L**

THIS DEED OF TRUST, made 15th day of APRIL, 2004 between

✓ **PANELOG BUILDING SYSTEMS, INC.**, a California Corporation, herein called TRUSTOR, whose address is

✓ 43694 CALABRO STREET, TEMECULA, CA 92592

✓ **FIDELITY NATIONAL TITLE COMPANY**, a California Corporation, herein called TRUSTEE, and ✓ **PACIFIC WEST SYNDICATION GROUP, INC.** D.B.A., PACIFIC WEST MORTGAGE, herein called BENEFICIARY.

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

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

ADDRESS: 0 INDIAN PAINT BRUSH ROAD (Vacant Land), ANZA, CALIFORNIA 92539

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

FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$200,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it so secured.

APN: 577-420-045 ✓

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

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	435	684	Kings	792	833	Placer	895	301	Sierra	29	335
Alpine	1	250	Lake	362	39	Plumes	151	5	Siskiyou	468	181
Amador	104	348	Lassen	171	471	Riverside	3005	523	Solano	1105	182
Butte	1145	1	Los Angeles	T2055	899	Sacramento	4331	62	Sonoma	1851	689
Calaveras	145	152	Madera	810	170	San Benito	271	383	Stanislaus	1715	456
Colusa	296	617	Marin	1508	339	San Bernardino	5567	61	Sutter	572	297
Contra Costa	3978	47	Mariposa	77	292	San Francisco	A332	905	Tehama	401	289
Del Norte	78	414	Mendocino	579	530	San Joaquin	2470	311	Trinity	93	366
El Dorado	568	456	Merced	1547	538	San Luis Obispo	1151	12	Tulare	2294	275
Fresno	4626	572	Modoc	184	851	San Mateo	4078	420	Tuolumne	135	47
Glenn	422	184	Mono	52	429	Santa Barbara	1878	860	Ventura	2062	388
Humboldt	657	527	Monterey	2194	538	Santa Clara	5336	341	Yolo	653	245
Imperial	1091	501	Napa	639	86	Santa Cruz	1431	494	Yuba	334	486
Inyo	147	598	Nevada	305	320	Shasta	684	528			
Kern	3427	60	Orange	5889	611	San Diego	Series 2 Book 1961, Page 183887				

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

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

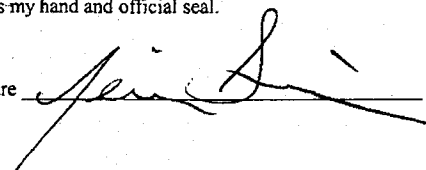
STATE OF CALIFORNIA
COUNTY OF Orange
ON April 16 2004 before me,
Jeannie Bailey personally appeared
Dennis Calkins

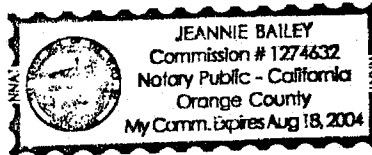


JEANNIE BAILEY, INC.

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 in instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signatures) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature 



APN: 577-420-045 ✓

DO NOT RECORD

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

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

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right, either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such, rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

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

APN: 577-420-045 ✓

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

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

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

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

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

REQUEST FOR FULL RECONVEYANCE

TO: FIDELITY NATIONAL TITLE INSURANCE COMPANY, TRUSTEE:

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

Dated _____

By: _____

By:

Please mail Reconveyance to:

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

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ before me, _____ personally appeared

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

WITNESS my hand and official seal.

Signature _____



ESCROW NO. 881825-LG

TITLE ORDER NO. 9757528

DEED OF TRUST

EXHIBIT "A"

LEGAL DESCRIPTION

APN No.: 577-420-045 ✓

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



ESCROW NO. 881825-LG

TITLE ORDER NO. 9757528

APN NO'S. 577-420-045 ✓

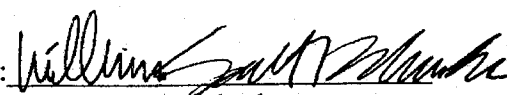
Exhibit "C"

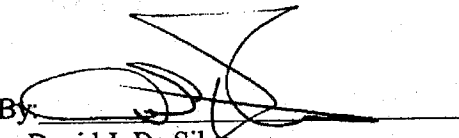
CONSTRUCTION CLAUSE
(to be recorded with Deed of Trust)

Construction Clause. It is understood and agreed that the funds to be advanced upon the note hereinbefore described are to be used in accordance with the certain arrangements between Trustor and Beneficiary which are incorporated herein by reference to the same extent and effect as if fully set forth and made part of this Deed of Trust. This Deed of Trust secures payment of all sums and the performance of all covenants required of the Trustor in the Construction of said improvements. On the failure of Trustor to keep and perform all covenants, conditions and agreements the principal sum and all interest and other charges provided for herein and secured hereby shall, at the option of the Beneficiary of this Deed of Trust, become due and payable, anything herein contained to the contrary notwithstanding. This Deed of Trust constitutes in part a Deed of Trust to secure future advances, Beneficiary being obligated under the terms of such certain arrangements between Trustor and Beneficiary to make advances to Trustor upon Trustor's compliance with all the terms and provisions of such certain arrangements between Trustor and Beneficiary and this Deed of Trust.

At the Option of the Beneficiary. In the Event of Default any and all funds remaining in the Construction Control Account are to be immediately returned to the Beneficiary.

By: 
PANELOG BUILDING SYSTEMS, INC., Borrower

By: 
William Scott Blakeslee
Construction Disbursement Group, LLC

By: 
David J. Da Silva
Construction Disbursement Group, LLC

ESCROW NO. 881825LG

TITLE ORDER NO. 9757528

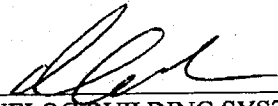
APN NO'S. 577-420-045 ✓

EXHIBIT "D"

DESCRIPTION OF REQUIRED INSURANCE

1. During construction of the Improvements, Borrower shall maintain or cause to be maintained the following insurance coverage's: (i) builder's "all risk" insurance in an amount not less then the completed value of the Project on the replacement cost basis on an "all risk" basis, including materials in storage and while in transit, and in no event less than the outstanding balance due upon the loan: (ii) commercial general liability insurance on an "occurrence" basis against claims for "personal injury", including death, bodily injury, or property damage liability, and in an amount not less than \$1,000,000.00: (iii) worker's compensation and employer's liability insurance: (iv) unless Borrower establishes to Lender's satisfaction that the property is not located in a flood zone, flood insurance: and (v) such additional insurance as may be reasonably required by Lender from time to time.

2. After the Project is Completed, the Borrower shall maintain or cause to be maintained the following insurance coverage's: (i) property insurance on an "all risks" cost basis: (ii) commercial general liability insurance on an "occurrence" basis against claims for "personal injury" liability, including death, bodily injury, or property damage liability, and in an amount not less than \$1,000,000.00: (iii) worker's compensation and employer's liability insurance: (iv) unless Borrower establishes to Lender's satisfaction that the property is not located within a flood zone, flood insurance: and (v) such additional insurance as may be reasonably required by Lender from time to time.

By: 
PANEOLOG BUILDING SYSTEMS, INC., Borrower

When Recorded Mail To:
 PACIFIC WEST SYNDICATION GROUP, INC.
 4540 Campus Drive, Suite 100
 Newport Beach, CA 92660

Assigned

Escrow No. 881825-LG
 Title Order No. 9757528

APN No.: 577-420-045 ✓

Exhibit "E"
 SPECIFIC GUARANTY

Dated this 15th day of APRIL, 2004, FOR GOOD AND VALUABLE CONSIDERATION, and as an inducement for Pacific West Syndication Group, Inc, D.B.A., Pacific West Mortgage to extend credit to PANEOG BUILDING SYSTEMS, INC., the undersigned jointly and severally and unconditionally guarantee(s) to Lender the prompt and full payment of the following debt owed to Lender from Borrower, as follows:

FOR A CONSTRUCTION LOAN ON 0 INDIAN PAINT BRUSH ROAD (Vacant Land), ANZA, CALIFORNIA 92539 The land referred to in this loan is situated in of the County of RIVERSIDE, California. SEE ATTACHED EXHIBIT "A" LEGAL DESCRIPTION

TO BE MORE SPECIFIC:

The loan created in Escrow with FIDELITY NATIONAL TITLE COMPANY, Escrow No. 881825-LG of even date herewith. The loan amount is for TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) and is due in full on APRIL 15, 2005.

And the undersigned agrees to remain bound on this guaranty notwithstanding any extension, forbearance or waiver, or release, discharge or substitution of any collateral or security for the debt. In the event of default, the Lender may seek payment directly from the undersigned without need to proceed first against borrower.

THIS GUARANTY shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

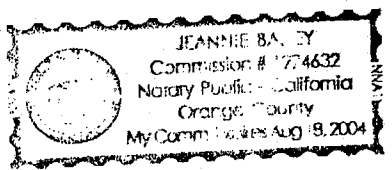
IN WITNESS WHEREOF, We have hereunto set our hands this 15th, day of APRIL, 2004.

By: *[Signature]*
 DENNIS CALKINS, an Individual

STATE OF CALIFORNIA)
) SS.
 COUNTY OF ORANGE)

On this 16 day of April, 2004 personally appeared Dennis Calkins 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 on behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.
[Signature]
 Notary Public



RECORDING REQUESTED BY:

When Recorded Mail To:
PACIFIC WEST SYNDICATION GROUP, INC.
4540 Campus Drive, Suite 100
Newport Beach, CA 92660

Escrow No. 881825-LG
Title Order No. 9757528

Assigned

APN No.: 577-420-045

Exhibit "F"
**ASSIGNMENT OF PERMITS, LICENSES,
VARIANCES, APPROVALS, PLANS AND SPECIFICATIONS**

THIS ASSIGNMENT OF PERMITS, LICENSES, VARIANCES, APPROVALS, PLANS AND SPECIFICATIONS (this "Assignment") is made this 15th day of APRIL 2004, by and between PANELOG BUILDING SYSTEMS, INC.. ("Borrower") (together, "assignors ") and Pacific West Syndication Group, Inc., D.B.A., Pacific West Mortgage, and or it's assigns ("assignee").

In consideration of the mutual covenants and promises set forth herein, including Assignee's loan to Borrower of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) pursuant to a Construction Loan dated same and evidenced by a Secured Promissory Note and Deed of Trust, and in order to further secure the loan granted, Assignors hereby assign and transfer to Assignee, its successors and assigns, all of Assignors' rights in, to, and under (i) all permits, licenses, variances, and approvals (including, without limitation, all grading, building, encroachment, and street and sidewalk closure permits, whether revocable or irrevocable) and all modifications, extensions, and renewals thereof, heretofore, and hereafter issued to Assignors from time to time with respect to real property located in the County of RIVERSIDE, CALIFORNIA, which is legally described from time to time in the "Loan Documents" (as that term is defined in the Loan Agreement) and (ii) the original sets of preliminary and final "Plans" for such real property and the preliminary and final "Specifications" therefore, together with all revisions hereafter made. A true and correct copy of the Plans and Specifications has been deposited with Assignee and within 10 days of the preparation of any revisions, a copy of each revision shall be deposited with the Assignee.

With respect to this Assignment, Assignor(s) hereby represent, warrant, and covenant to Assignee as follows:

1. This Assignment is made as additional security for all of the obligations of Assignor(s) incurred and to be incurred under the Notes, Trust Deed, or any of the other Loan Documents. Assignor(s) expressly acknowledge that this Assignment secures each and every Promissory Note delivered pursuant to the Loan Agreement and each and every obligation of Borrower in the Loan Agreement, and not merely the individual Promissory Note delivered in connection with any "Sub Facility" established under the loan Agreement in respect of any "Development Phase", thereunder. Until an "Event of Default" (as defined therein) by Assignors under the Loan Documents, Assignors shall have the right to enjoy and exercise all rights, remedies, benefits and privileges under all of the permits, licenses, variances, approvals, and benefits hereby assigned.

Page 1 of 3

(Signature)

2. Upon the occurrence of an Event of Default by Assignors under any of the Notes, the Loan Agreement, or any of the other Loan Documents, or any default by Assignors or any other party signatory thereto under any other document or instrument evidencing, securing, or pertaining to the Loan Documents, Assignee shall have the right, at any time and from time to time, to exercise all of the rights, remedies and privileges under all of the permits, licenses, approvals, variances, benefits, and other matters of Assignors assigned hereby.
3. Assignors hereby irrevocably constitute, designate, and appoint Assignee as Assignor's true and lawful attorney-in-fact with full power of substitution and authority to undertake and exercise any rights, benefits, privileges or remedies of Assignors under any and all of such permits, licenses, variances and approvals or as may be provided or permitted by law in regard to the rights, remedies, privileges and benefits of Assignors there under.
4. Upon the satisfaction and discharge of all of the obligations of Assignors under each of the Notes, the Loan Agreement, and the other Loan Documents, this Assignment shall be of no further force or effect.
5. Any defaults by Assignors hereunder or under any of the permits, licenses, variances, and approvals hereby, termination or modification thereof, by the County of RIVERSIDE, City of ANZA, CALIFORNIA, or other governing municipality of governmental or quasi-government authority, or a court of competent jurisdiction, which occurrence may have, in Assignee's sole judgment reasonably exercised, a material Event of Default under the Loan Documents provided that such action is a final action not the subject any appeal or stay.
6. Any notice required or desired to be given hereunder shall be deemed to have been properly given if sent by registered or certified mail addressed to the following addresses:

ASSIGNORS: X PANELOG BUILDING SYSTEMS, INC. .
 43694 CALABRO STREET
 TEMECULA, CA 92592

ASSIGNEE: Pacific West Mortgage
 4540 Campus Drive, Suite 100
 Newport Beach, CA 92660

Assigned

Either party hereto may from time to time designate another address for future notices by a notice given as herein provided.

7. This Assignment shall be construed in accordance with and governed by the laws of the State of California without regard to its principles of conflicts of laws.
8. This assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
9. This Assignment is construed in conjunction with the Note, the Loan Agreement, and each of the other Loan Documents, and in the event of a conflict between a term or provision of this Assignment and such other documents, the term or provision which affords Assignee the greater protection shall prevail.

(b)

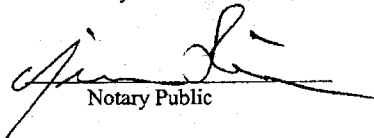
10. The invalidity or unenforceability of any one or more provisions of this Assignment, will not affect any other provisions hereto and the balance of this Assignments shall remain in full force and effect.
11. All of the representations, warranties, covenants and agreements and provisions in the Assignment for the benefit of Assignee shall bind and inure to the benefit of its successors and assigns.
12. Time is of the essence in the performance of this Assignment.
13. Upon request of the Assignee, Assignors shall execute and deliver to Assignee such further instruments, as Assignee may deem necessary, to effect this Assignment and the covenants of Assignors herein.
14. Assignors shall cause such further instruments to be recorded in such manner and such place as is required by Assignee.

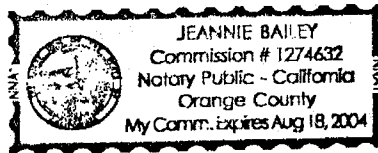
IN WITNESS WHEREOF, Assignors have executed this Assignment as of the date and year first hereinabove set forth.

By: 
 PANELOG BUILDING SYSTEMS, INC., Borrower

On this 16 day of April, 2004, before me Jeannie Bailey personally appeared Dennis Calkins [] 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 on behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.


 Notary Public



When Recorded Mail To:
PACIFIC WEST SYNDICATION GROUP, INC.
4540 Campus Drive, Suite 100
Newport Beach, CA 92660

Assigned

Escrow No. 881825-LG
Title Order No. 9757528

APN No's: 577-420-045 ✓

Exhibit "G"

AFFIDAVIT OF BUSINESS PURPOSE AND AGREEMENT

The undersigned, PANELOG BUILDING SYSTEMS, INC., having first duly sworn, hereby states under oath as follows:

1. The loan ("Loan") in the original principal amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) made by Pacific West Syndication Group, Inc., a Nevada Corporation ("Lender"), to the undersigned, is for the sole purpose of developing the real property described in exhibit "A" attached hereto; and

2. The undersigned intends to use the proceeds of the Loan for investment, commercial or business purposes only and not for any consumer or personal purpose.

3. The undersigned are hereby being advised by Lender that they should have Legal Counsel review all documents related to this loan.

4. The undersigned acknowledges that the Lender is relying upon the affirmations contained in paragraph 1, 2, and 3 above and agrees to indemnify Lender from any such loss, damage or liability, including Lender's attorney's fees, resulting from any such affirmations being untrue in any respect.

EXECUTED this 16 day of April, 2004.

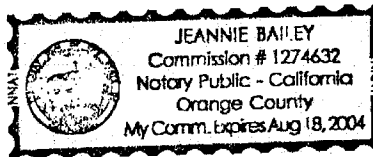
By: [Signature]
PANELOG BUILDING SYSTEMS, INC.

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

On this 16 day of April, 2004, before me Jeannie Bailey
personally appeared Dennis Calkins [] personally known to me -or-
[x] 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 on behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

[Signature]
Notary Public



Public Record

When Recorded Mail To:
PACIFIC WEST SYNDICATION GROUP, INC.
4540 Campus Drive, Suite 100
Newport Beach, CA 92660

ASSIGNED

Escrow No. 881825-LG
Title Order No. 9757528

APN: 577-420-045 ✓

Exhibit "I"
ENVIRONMENTAL INDEMNITY

This Environmental Indemnity (this "Indemnity") is entered into as of APRIL 15, 2004, by PANELOG BUILDING SYSTEMS, INC., a California Corporation personally (referred to as "Indemnitor"), to and for the benefit of Pacific West Syndication Group, Inc., a Nevada Corporation, D.B.A., Pacific West Mortgage ("Lender"), and each of its successors, assigns, and participants, and its and their respective parent, subsidiary, and affiliated corporations, and the respective directors, officers, agents, attorneys, and employees of each of the foregoing (each of which shall be referred to hereinafter individually as an "Indemnitee" and collectively as the "Indemnitees") with reference to the following facts and circumstances.

RECITALS:

A. Lender(s) has agreed to make a loan in the maximum principal amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) (the "Loan") to PANELOG BUILDING SYSTEMS, INC., ("Borrower") pursuant to Loan agreement of even date herewith executed by Borrower and Lender (the "Loan Agreement"), which loan is to be secured by, among other things, that certain Deed of Trust of even date herewith executed by Borrower, as Trustor, in favor of Lender, as Beneficiary (the "Deed of Trust"), which Deed of Trust encumbers the real property described on Exhibit A attached hereto (the "Property"), and the improvements constructed or to be constructed thereon.

B. It is a condition of Lender making the Loan that this Indemnity be executed and delivered to Indemnitor. Lender is making this Loan in reliance upon this Indemnity.

C. Indemnitor will benefit from the making of the Loan by Lender.

D. Any initially capitalized term used herein which is not defined herein shall have the meaning given such term in the Loan Agreement unless the context requires otherwise.

NOW, THEREFORE, in consideration of the foregoing and the Lender making the Loan, and other valuable consideration, the receipt of which is hereby acknowledged, Indemnitor agrees as follows:

1. Definitions. As used in this Indemnity, the following terms shall have the following meanings:

"Environmental Laws" means any and all present and future federal, state, and local laws, ordinances, regulations, permits, guidance documents, policies, and any other requirements of Governmental Authorities relating to health, safety, or the environment of any Hazardous Substances or Hazardous Substances Activity, including, without limitation, the Comprehensive Environmental Response, Compensation, and liability Act of 1980 ("CERCLA"), the Resource Conservation Recovery Act ("RCRA"), the Clean Water Act, the Endangered Species Act, the Clean Air Act, the Occupational Health and Safety Act, and the applicable provisions of Nevada Revised Statutes Annotated as amended from time to time.

"Environmental Losses" means Losses suffered or incurred by and Indemnitee, arising out of or as a result of: (i) any Hazardous Substances Activity that occurs or is alleged to have occurred in whole or in part on or prior to the Transfer Date; (ii) any violation on or prior to the Transfer Date of any applicable Environmental Laws relating to the Property or the Project or to the ownership, use, occupancy, or operation thereof; (iii) any investigation, inquiry, order, hearing, action, or other proceedings by or before any governmental agency in connection with any Hazardous Substances Activity that occurs or is alleged to have occurred in whole or in part on or prior to the Transfer Date; or (iv) any claim, demand, or cause of action, or any action or other proceeding, whether meritorious or not, brought or asserted against any Indemnitee, which directly or indirectly relates to, arises from, or is based on any of the matters described in clauses (i), (ii), or (iii), or any allegations of any such matters. Environmental Losses shall include Losses suffered or incurred by an Indemnified Party after the Transfer Date that would not have been incurred or suffered but for any matter described in clause (i), (ii), or (iii) or any allegation of any such matters, including, without limitation, Environmental Losses incurred by any Indemnitee arising out of or as a result of the introduction or release of a Hazardous Substance which is discovered or released at the Property prior to the Transfer Date, or the continuing migration or release of any Hazardous Substance introduced in, on or under the Property or surrounding property prior to the Transfer Date.

"Hazardous Substance" means (i) any chemical, compound, material, mixture, or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Laws as a "hazardous substance," "hazardous material," "hazardous waste," "extremely hazardous waste," "acutely hazardous waste," "radioactive waste," "infectious waste," "biohazardous waste," "toxic substance," "pollutant," "toxic pollutant," or "contaminant," as well as the formulation not mentioned herein intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, "EP toxicity, or "TCLP toxicity"; (ii) petroleum, natural gas, natural gas liquids, liquefied natural gas synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), ash produced by a resource recovery facility utilizing a municipal solid waste stream, and drilling fluids, produced waters and other waste associated with the exploration, development, or the production of crude oil, natural gas, or geothermal resources; (iii) "highly hazardous substance" as defined in NRS 459.381, as amended from time to time; (iv) "hazardous waste" as defined in NRS 459.430, as amended from time to time; (v) asbestos in any form; (vi) urea formaldehyde foam insulation; (vii) polychlorinated biphenyls (PCBs); (viii) any other chemical, material, or substance that, because of its quantity, concentration, or physical or chemical characteristics, exposure to which is limited or regulated for health and safety reasons by any Governmental Authority, or which poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment.

"Hazardous Substance Activity" means any actual, proposed, or threatened use, storage, holding, existence, release (including any spilling, leaking, pumping, pouring, emitting, emptying, dumping, disposing into the environment, and the continuing migration into or through the soil, surface water, or groundwater), emission, discharge, generation, processing, abatement, removal, disposition, handling, or transportation to or from the Property of any Hazardous Substances from, under, in, into, or on the Project or surrounding property, including, without limitation, the movement or migration of any Hazardous Substance from surrounding property or groundwater in, into or onto the Project and any residual Hazardous Substance contamination on or under the Project.

"Losses" means any and all losses, liabilities, damages (whether actual, consequential, punitive, or otherwise denominated), demands, claims, actions, judgments, causes of action, assessments, penalties, costs, and expenses (including, without limitation, reasonably Attorney fees and disbursements), of any and every kind of character, foreseeable and unforeseeable, liquidated and contingent, proximate and remote, including, without limitation, any of the foregoing caused by the negligence of any Indemnified Party.



"Transfer Date" means the date on which Lender (or its affiliate) acquires fee title to the Property, the Project, or any portion thereof pursuant to power of sale or judicial foreclosure of the lien of the Deed of Trust, or by receipt of a deed in lieu of such foreclosure, and all redemption rights which borrower may have expired, so long as a period of ninety-one (91) days have elapsed since the date on which fee title vests in Lender (or its affiliate) and during such period no bankruptcy or other insolvency proceeding is filed by or against Borrower. If Borrower should remain in possession of the Project after the Transfer Date, if borrower should engage in any Hazardous Substance Activity on or at the Project after the Transfer Date, the Transfer Date shall be deemed to be the date after which Borrower is no longer in possession of the Project and has ceased to engage in any Hazardous Substance Activity on or at the Project.

2. Agreement to Indemnify. Indemnitor hereby agrees to indemnify, defend, and hold harmless Indemnitees, and each of them, from and against any and all Environmental Losses.

3. Defense of Matters Subject to Indemnity.

a. Generally. If any Indemnified Party notifies Indemnitor of any claim or notice of the commencement of any action, administrative, or legal proceeding, or investigation as to which the indemnity provided for in paragraph 2 applies, Indemnitor shall assume on behalf of the Indemnified Party and conduct with due diligence and in good faith the investigation and defense thereof and the response thereto with counsel selected by the Indemnified Party.

b. Effect of Indemnitor's Failure to Assume Defense. If any claim, action, proceeding, or investigation arises as to which the indemnity provided for in Paragraph 2 applies, and Indemnitor fails to assume promptly (and in any event within ten (10) days after being notified of the claim, action, proceeding, or investigation) the defense of the Indemnified Party, then the Indemnified Party may contest and settle the claim, action, proceeding, or investigation at Indemnitor's expense using counsel selected by the Indemnified Party; provided however, that after any such failure by Indemnitor no such contest need be made by the Indemnified Party and settlement or full payment of any claim may be made by the Indemnified Party without Indemnitor's consent and without releasing Indemnitor from any obligations to the Indemnified Party under Paragraph 2.

4. Indemnity Not Additional Security for Repayment of Loan. This Indemnity is given solely to protect Lender and the other Indemnitees against Environmental Losses, and not as additional security for, or as a means of repayment of, the Loan. The obligations of Indemnitor under this Indemnity are independent of, and shall not be measured or affected by (i) any amounts at any time owing under the Loan or the Note, or secured by Deed of Trust or any other security instrument, (ii) the sufficiency or insufficiency of any collateral (including, without limitation, the Project) given to Lender to secure repayment of the Loan, (iii) the consideration given by Lender or any other party in order to acquire the Property or the Project, or any portion thereof, (iv) the modification, expiration, or termination of the Deed of Trust or of any other document or instrument relating to the Loan, or (v) the discharge or repayment in full of the Loan (including, without limitation, by amounts paid or credit bid at a foreclosure sale or by discharge in connection with a deed in lieu of foreclosure).

5. Survival of Indemnitor's Obligations. Indemnitor's obligations hereunder shall survive the sale or other transfer of the Property or the Project by Borrower prior to foreclosure or other transfer of the Property. The right of each Indemnitee under this Indemnity shall be in addition to any other rights and remedies of such Indemnitee against Indemnitor under any other document or instrument now or hereafter executed by Indemnitor, or at law or inequity (including, without limitations, any right of reimbursement or contribution pursuant to CERCLA), and shall not in any way be deemed a waiver of any such rights. Indemnitor agrees that it shall have no right of contribution (including, without limitation, any right of contribution under CERCLA) or subrogation against any other person or entity, including, but not limited to, Borrower unless and until all obligations of Indemnitor have been satisfied.

Page 3 of 5



6. Payments by Indemnitor Due on Demand. All obligations of Indemnitor hereunder shall be payable on demand, and any amount due and payable hereunder to any Indemnitee by Indemnitor which is not paid within thirty (30) days after written demand therefore from an Indemnitee with an explanation of the amounts demanded shall bear interest from the date of such demand at the Default Rate.

7. Payment by Indemnitor of Costs and Expenses. Indemnitor agrees to pay to each Indemnitee all cost and expenses (including, without limitation, each Indemnitee's reasonable attorney fees and disbursements) incurred by Indemnitee in connection with this Indemnity or the enforcement hereof. As used herein, the term "attorney fees" shall have the meaning given such term in the Loan Documents.

8. Successors and Assigns. This Indemnity shall be binding upon each Indemnitor, his/her heirs, representative, administrators, executors, successors, and assigns and shall inure to the benefit of and shall be enforceable by each Indemnitee, his, her or its successors, endorsees, and assigns (including, without limitation, any entity to which Lender assigns, sells, or participates all or a portion of its interest in the Loan).

9. Governing Law. This Indemnity shall be governed and construed in accordance with the laws of the State of California, without regard to its principles of conflicts of law.

10. Severability. Every provision of this Indemnity is intended to be severable. If any provision of this Indemnity or the application of any provision hereof to any party or circumstance is declared to be illegal, invalid, or unenforceable for any reason whatsoever by a court of competent jurisdiction, such invalidity shall not affect the balance of the terms and provisions hereof or the application of the provision in question to any other party or circumstance, all of which shall continue in full force and effect.

11. No waivers on Amendments Except in Writing. No failure or delay on the part of the Indemnitee to exercise any power, right, or privilege under this Indemnity shall impair any such power, right, or privilege, or be construed to be a waiver of any default or an acquiescence therein, nor shall any single or partial exercise of such power, right, or privilege preclude other or further exercise thereof or of any right, power, or privilege. No provision of this Indemnity may be changed, waived, discharged, or terminated except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

12. Notices. All notices, request, and demands to be made hereunder to the parties hereto shall be in writing (at the addresses set forth below) and shall be given by any of the following means: (i) personal service; (ii) electronic communications, whether by telex, telegram, or telecopy (if confirmed in writing sent by registered or certified, first class mail, return receipt requested); or (iii) registered or certified, first class mail, return receipt requested. Such address may be changed by notice to the other parties given in the same manner as provided above. Any notice, demand, or request sent pursuant to either subsection (i) or (ii) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, and, if sent pursuant to subsection (iii) shall be deemed received three (3) days following deposit in the mail.

If to Lender: PACIFIC WEST MORTGAGE
4540 Campus Drive, Suite 100
Newport Beach, CA 92660

Assigned

If to Indemnitor: PANELOG BUILDING SYSTEMS, INC.
43694 CALABRO STREET
TEMECULA, CA 92592

✓

Ⓟ

13. Counterpart Execution. This indemnity may be executed in counterparts each of which shall be deemed an original and all of which shall constitute one and the same Indemnity with the same effect as if all parties had signed the same signature page. Any signature page of this Indemnity may be detached from any other counterpart of this Indemnity and reattached to any other counterpart of this Indemnity identical in form hereto but having attached to it one or more additional signature pages.

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

15. Indemnitor Obligations Joint and Several. If more than one person or entity constitutes Indemnitor, each such person and entity constituting Indemnitor shall be jointly and severally liable for the timely performance of all obligations of Indemnity hereunder.

IN WITNESS WHEREOF, Indemnitors have executed this Indemnity as of the day and year first written above.

Indemnitors:

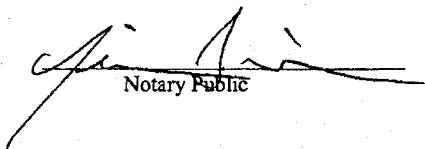
Personally

BY: 
PANELOG BUILDING SYSTEMS, INC.

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

On this 16 day of April, 2004, before me Jeanne Bailey
personally appeared Dennis Calkins [] 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 on behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.


Notary Public

Government Code 27361.7

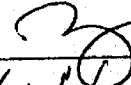
I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of notary: Jeannie Bailey

Commission No.: 1274632

Date Commission expires: Aug 18, 2004

County: Orange

By: 

Date: 5/14/04

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Page 1 of 4
Recorded in Official Records
County of Riverside
Larry U. Ward
Assessor, County Clerk & Recorder



RECORDING REQUESTED BY
FIDELITY NATIONAL TITLE
RECORDING REQUESTED BY:

When Recorded Mail To:
PACIFIC WEST SYNDICATION GROUP, INC.
4540 Campus Drive, Suite 100
Newport Beach, CA 92660

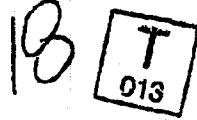
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Escrow No. 881825-LG
Title Order No. 9757528

APN: 577-420-045

NOTE: This Assignment should be kept with the Note and Deed of Trust hereby assigned.

PARTIAL ASSIGNMENT "Y" of NOTE and DEED OF TRUST



FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE

all beneficial interest under that certain Deed of Trust dated April 15, 2004
executed by RANEALOG BUILDING SYSTEMS, INC., a California Corporation, Trustor

to FIDELITY NATIONAL TITLE COMPANY, A California Corporation, Trustee, and recorded as
Instrument No. 2004-0364717 on May 14, 2004, in Book Page of Official Records
in the County Recorder's office of RIVERSIDE County, CALIFORNIA, describing land therein as:

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

Together with the note or notes therein described or referred to, the money due and to become due thereon
with interest, and all rights accrued or to accrue under said Deed of Trust.

DATED: 10-30-06

PACIFIC WEST SYNDICATION GROUP, INC.
D.B.A.: PACIFIC WEST MORTGAGE

STATE OF CALIFORNIA)

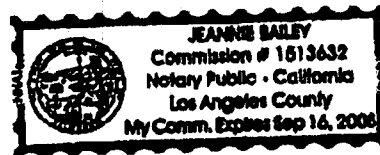
DAVID J. DA SILVA, PRESIDENT

COUNTY OF ORANGE) SS.

On this 30th day of October, 2006, before me,
personally appeared () personally known to me -or-
I 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
on behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Notary Public



SS 186398 5/1/2007634

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ESCROW NO. 881825-LG

TITLE ORDER NO. 9757528

APN: 577-420-045

PARTIAL ASSIGNMENT "Y" OF NOTE AND DEED OF TRUST

EXHIBIT "A"

LEGAL DESCRIPTION

APN No.: 577-420-045

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

SB 106298 5/1/2007616

FIDELITY NATIONAL TITLE COMPANY
1300 Dove Street, Suite 310
Newport Beach, CA 92660
(949)622-5000 office
(949)477-6813 fax.
Lauie Gibbons, EO

- Funds are being wired
- Short Funded
- Rollover
- Needs to bring in a certified check

Escrow Instructions
(Assignment of Deed of Trust)

\$100,000.00

To: **Fidelity National Title Company**

Project: **PANELOG 15**

Title Order No.: **9757528**
Escrow No.: **881825-LG**

Borrower: **PANELOG BUILDING SYSTEMS**

I (we) the undersigned hand you herewith my (our) check in the amount of: \$100,000.00 (amount of check).
(Please make check(s) payable to Fidelity National Title Company and reference Escrow No. on check).

You are authorized to use these funds when you hold for my (our) account a fully executed Partial Assignment of Deed of Trust, which has been/will be recorded in connection with the above referenced escrow, securing a note in the original amount of \$200,000.00 (Original amount of Note). I/we have read and received a copy of said Note and Deed of Trust and hereby approve same as to form and content. There are no other conditions concerning said funds except specifically as follows:

You are instructed to use a 104.10 endorsement to the original Title Insurance Policy issued in connection with said Deed of Trust.

The Assignment shall transfer to:

DANIEL E. AND KATHLEEN L. ANDERSON
HUSBAND AND WIFE AS JOINT TENNANTS

as to an undivided \$100,000.00 \$200,000.00 interest.
(Name as it should appear on Assignment)

All escrow, title and recording fees are to be deducted from funds deposited herein, and the balance of funds are to be paid to the Assignor or as directed by separate instructions by Assignor.

Please issue a check in the amount of TBD for "pre-paid interest" at closing or when the Assignment has been recorded.

Fidelity National Title shall not be required to: (a) verify the existence of, or status of fire/hazard insurance, or course of construction insurance (if any) or to obtain endorsements thereto in connection with the assignment of beneficial interest contemplated by this transaction; nor (b) endorse the subject Note, nor to verify the whereabouts of same or to deliver same to the Assignee; nor (c) verify the terms, conditions, principal balance, or status of the subject Note; and Fidelity National Title is hereby relieved of any and all liability and/or responsibility in connection with such verifications and/or endorsements.

ASSIGNOR

Pacific West Mortgage

By: _____
David J. Da Silva, President

4540 Campus Drive, Suite 100
Newport Beach, CA 92660

Address/City/Zip

(949) 833-8070

Daytime phone

ASSIGNEE (Investor)

Daniel E. Anderson 4-15-04
Signature **DANIEL E. ANDERSON** Date

Signature **KATHLEEN L. ANDERSON** Date
8632 SABLE DR
HUNTINGTON BEACH CA, 92646

Address/City/Zip

(714) 374-7947

Daytime phone

LENDER/PURCHASER DISCLOSURE STATEMENT
(Loan Origination)

RE 851A (Rev. 9/01)

DISCLOSURE STATEMENT SUMMARY

Amount of This Loan (See Part 3) \$ 200,000.00	Market Value of Property (See Part 8) \$ 320,000.00	Total Amount of Encumbrances Senior to This Loan (See Part 9) \$ 0.00
Total Amount of Encumbrances Anticipated or Expected to be Junior to this Loan (See Part 8) \$ 0.00	Protective Equity (market Value minus this Loan and Total Senior Encumbrances) \$ 120,000.00	Total Loan to Value (LTV) (see Part 10G) \$ 62.50 %

PART 1 BROKER INFORMATION

Name of Broker PACIFIC WEST MORTGAGE	Real Estate License ID 01011496
Business Address 4540 CAMPUS DRIVE, SUITE 125, NEWPORT BEACH, CA 92660	Telephone Number (949) 252-5349
Name of Broker's Representative DAVID J. DA SILVA	

PART 2 BROKER CAPACITY IN TRANSACTION

The Broker Identified in Part 1 of This Statement is Acting in the Following Capacity in This Transaction (Check as Applies)

A. Agent in arranging a loan on behalf of another.

B. Principal as a borrower of funds from which broker will directly or indirectly benefit other than through the receipt of commissions, fees and costs and expenses as provided by law for services as an agent.

C. Funding a portion of this loan. *(Multi-Lender transactions are subject to Business and Professions Code Section 10229).*

If More Than One Capacity has Been Checked Provide Explanation Here

Broker personally invests in these loans along with immediate family members. Broker also may provide financing subordinate to this loan at borrower's request in an amount not to exceed \$25,000 or 5% of property value.

If "B" has been checked, the Broker Intends to Use Funds from the Lender/Purchaser in this Transaction for:
Real Estate Development - construction of single family residence

PART 3 TRANSACTION INFORMATION

Term of Loan 12 Months	Priority of This Loan (1st,2nd, etc) 1st	Principal Amount \$ 200,000.00	Your Share if Multi-Lender Trans. \$ 100,000.00
Interest Rate 13.000 % <input type="checkbox"/> VARIABLE <input checked="" type="checkbox"/> FIXED	<input type="checkbox"/> AMORTIZED <input type="checkbox"/> PARTIALLY AMORTIZED	<input checked="" type="checkbox"/> INTEREST ONLY	THE TRUST DEED WILL BE RECORDED.
Payment Frequency <input checked="" type="checkbox"/> MONTHLY <input type="checkbox"/> WEEKLY	Approximate Payment Due Date 15-Sep-04	Amount of Payment \$ 2,166.67	Your Share if Multi-Lender Trans. \$ 1,083.33
Balloon Payment <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Approx. Balloon Payment Due Date \$ 15-Apr-05	Amount of Balloon Payment \$ 200,000.00	Your Share if Multi-Lender Trans. \$ 100,000.00

Balloon Payment - A balloon payment is any installment payment (usually the payment due at maturity) which is greater than twice the amount of the smallest installment payment under the terms of the promissory note or sales contract.

The borrower/vendee may have to obtain a new loan or sell the property to make the balloon payment. If the effort is not successful it may be necessary for the holder of the note/contract to foreclose on the property as a means of collecting the amount owed.

There are subordination provisions. YES NO
If YES, explain here or on an attachment.

WEA

PART 4 MULTI-LENDER TRANSACTIONS	
Name of Escrow Holder FIDELITY NATIONAL TITLE, MAJOR ACCOUNTS	Anticipated Closing Date 04/15/04
Address of Escrow Holder 1300 DOVE STREET, 3RD FLOOR, NEWPORT BEACH, CA 92660	Escrow No.: 881825-LG
Estimated Lender Costs	Estimated Borrower Costs - Broker will provide you a copy of the "mortgage loan disclosure statement" given to the borrower or a separate itemization of borrower's costs.
NONE	
\$ 0.00	
\$ 0.00	
\$ 0.00	
\$ 0.00	
TOTAL \$ 0.00	\$ 7,315.00

Servicing

You will be a joint beneficiary with others on this Note and you should request a list of names and addresses of the beneficiaries as of the close of escrow from the broker or servicing agent. The beneficiary(ies) holding more than 50% interest in the Note may govern the actions to be taken on behalf of all holders in the event of default or other matters. See Civil Code Section 2941.9.

Loan to Value

GENERALLY the aggregate principal amount of the Note or interest sold, together with the unpaid principal amount of any encumbrances upon the real property senior thereto, shall not exceed the following percentages of the current market value of the real property as determined in writing by the broker or qualified appraiser.

Single-Family Residence, owner-occupied	80 %
Single-Family Residence, not owner-occupied	75 %
Commercial and Income-Producing Properties	65 %
Single-Family residentially zoned lot or parcel which has installed off-site improvements, including drainage, curbs, gutters, sidewalks, paved roads, and utilities as mandated by the political subdivision having jurisdiction over the lot or parcel	65 %
Land which has been zoned for (and if required, approved for subdivision as) commercial or residential development	50 %
Other real property	35 %

The percentage amounts specified above may be exceeded when and to the extent that the broker determines that the encumbrance of the property in excess of these percentages is reasonable and prudent considering all relevant factors pertaining to the real property. However, in no event shall the aggregate principal amount of the Notes or interest sold, together with the unpaid principal amount of any encumbrances upon the property senior thereto, exceed 80 percent of the current fair market value of improved real property or 50 percent of the current fair market value of unimproved real property, except in the case of a single-family residentially zoned lot or parcel as defined above, which shall not exceed 65% of current fair market value of that lot or parcel. A written statement shall be prepared by the broker that sets forth the material considerations and facts that the broker relies upon for his or her determination which shall be disclosed to the lender or Note purchaser(s) and retained as a part of the broker's record of the transaction.

PART 5 SERVICING ARRANGEMENTS

If the loan is to be serviced by a real estate broker you must be notified within ten (10) days if the broker makes any advances on senior encumbrances to protect the security of your Note. Depending on the terms and conditions of the servicing contract, you may be obligated to repay any such advances made by the broker. (Note: There must be a servicing agent on multi-lender transactions.) The broker may not guarantee or imply to guarantee, or advance any payments to you unless a securities permit is obtained from the Department of Corporations.

Check Appropriate Statements

- THERE ARE NO SERVICING ARRANGEMENTS BROKER IS THE SERVICING AGENT
 ANOTHER QUALIFIED PARTY WILL SERVICE THE LOAN COPY OF THE SERVICING CONTRACT IS ATTACHED

If Broker is NOT the Servicing Agent, What is the Relationship Between the Broker and Servicer? Cost to Lender for Servicing Arrangements (Express as Dollar Amount or Percentage)

MONTH MONTHLY
 PER YEAR PAYABLE ANNUALLY

Name of Authorized Servicer, if any

Business Address Telephone Number
 4540 CAMPUS DRIVE, SUITE 125, NEWPORT BEACH, CA 92660 (949) 252-5349

PART 6 BORROWER INFORMATION

Source of Information
 BORROWER BROKER INQUIRY CREDIT REPORT OTHER (Describe): **Loan Application**

Name Panelog Building Systems, Inc.		Co-Borrower's Name	
Residence Address 43694 Calabro Street		Co-Borrower's Residence Address	
Occupation or Profession		Co-Borrower's Occupation or Profession	
Current Employer		Co-Borrower's Current Employer	
How Long Employed?	Age	How Long Employed?	Co-Borrower's Age

SOURCES OF GROSS INCOME <i>(List and Identify Each Source Separately)</i>	MONTHLY AMOUNT	CO-BORROWER SOURCES OF GROSS INCOME <i>(List and Identify Each Source Separately)</i>	MONTHLY AMOUNT
Gross Salary	\$ 0.00	Gross Salary	\$ 0.00
Other Income Including Interest	\$ 0.00	Other Income Including Interest	\$ 0.00
Dividends	\$ 0.00	Dividends	\$ 0.00
Gross Rental Income	\$ 0.00	Gross Rental Income	\$ 0.00
Miscellaneous Income	\$ 0.00	Miscellaneous Income	\$ 0.00

TOTAL EXPENSES OF ALL BORROWERS (DO NOT COMPLETE IF BORROWER IS A CORPORATION)

Payment of Loan Being Obtained	\$ 0.00	Spousal/Child Support	\$ 0.00
Rent	\$ 0.00	Insurance	\$ 0.00
Charge Account/Credit Cards	\$ 0.00	Vehicle Loans	\$ 0.00
Mortgage Payments <i>(include taxes and property insurance)</i>	\$ 0.00	Other <i>(federal & state income taxes, etc.)</i>	\$ 0.00
Total Gross Monthly Income of Borrower(s)	\$ 0.00	Total Monthly Expenses of Borrower(s)	\$ 0.00

WGA

The borrower has filed for bankruptcy in the past 12 months. YES NO
 If YES, the bankruptcy has been discharged or dismissed YES NO

THE FOLLOWING STATEMENTS ONLY APPLY IF THE BORROWER IS A CORPORATION, PARTNERSHIP OR SOME OTHER FORM OF OPERATING BUSINESS ENTITY

Copies of the balance sheet of the entity and income statement covering the indicated period have been supplied by the borrower/obligor and are attached. If NO, explain on addendum. YES NO

If YES, Date of Balance Sheet _____

Income Statement Period (from-to) _____ to _____

Financial Statements have been audited by CPA or PA YES NO

Additional information is included on attached addendum YES NO

PART 7 PROPERTY INFORMATION

Identification of property which is security for note. (If no street address, the assessor's parcel number or legal description and a means for locating the property is attached.)

Street Address 0 Indian Paint Brush Road, Anza, CA 92539		Owner Occupied <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Annual Property Taxes \$ 355.00 <input type="checkbox"/> ACTUAL <input checked="" type="checkbox"/> ESTIMATED	Are Taxes Delinquent? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	If YES, Amt. Required to bring current <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Source of Tax Information DATA QUICK		

PART 8 APPRAISAL INFORMATION

Estimate of Fair Market is to be determined by an Independent Appraisal, copy of which must be provided to you prior to you obligating funds to make the Loan. Note: You may waive the requirement of an independent appraisal, in writing, on a case by case basis, in which case the Broker must provide a written Statement of Fair Market Value. The Broker must provide you, the Investor, with the objective data upon which the broker's estimate is based.

Fair Market Value (According to Appraiser) \$ 320,000.00		Date of Appraisal 12/12/03
Name of Appraiser (If Known to Broker) Mark Hendrick	License Number #AR 017094	Past and/or Current Relationship of Appraiser to Broker (Employee, Agent, Independent Contractor, etc.) INDEPENDENT CONTRACTOR
Address of Appraiser 40325 Winchester Road, Temecula, CA 92591		
Description of Property/Improvement Single Family Residence		Is There Additional Securing Property? <input type="checkbox"/> YES If YES, see addendum <input checked="" type="checkbox"/> NO
Age New Construction	Square Feet 1895	Type of Construction Concrete/Stucco
Is the Property Currently Generating Income for the Borrower/Obligor Estimated Gross Annual Income \$ _____		Estimated Net Annual Income \$ 0.00

DEA

PART 9 ENCUMBRANCE INFORMATION

Information concerning senior encumbrances against the property, to the extent reasonably available from customary sources (excluding the Note described on page 1 Part 3). **Note:** You have the option to purchase a title insurance policy or an endorsement to an existing title insurance policy insuring your interest, and you are entitled to a copy of a written loan application and a credit report to obtain information concerning all encumbrances which constitute liens against the property. This information may help determine the financial standing and credit worthiness of the borrower.

Source of Information
 BROKER INQUIRY BORROWER OTHER (Explain)

- Are there any encumbrances of record against the securing property at this time? YES NO
- A. Over the last 12 months were any payments more than 60 days late? YES NO
- B. If YES, how many? _____ **NONE**
- C. Do any of these payments remain unpaid? YES NO
- D. If YES, will the proceeds of subject loan be used to cure the delinquency? YES NO
- E. If NO, source of funds to bring the loan current _____

Encumbrances remaining and/or expected or anticipated to be placed against the property by the borrower/obligor after the close of escrow (Excluding the Note described on page 1).

NOTE: THE REAL PROPERTY SECURING THIS LOAN MAY BE ENCUMBERED BY A 2ND TRUST DEED LINE OF CREDIT TO BORROWER FROM BROKER AT REQUEST OF BORROWER, NOT TO EXCEED \$25,000.00 OR 5 PERCENT OF THE APPRAISED VALUE OF THE PROPERTY, WHICHEVER IS LESS. THE 2ND LOAN WILL BE AT THE SAME TERMS AS THIS 1ST TRUST DEED AND SUBORDINATE TO THIS LOAN AND PROCEEDS OF WHICH CAN ONLY BE USED TO IMPROVE THE PROPERTY SECURING THIS LOAN.

Encumbrance(s) Remaining (as represented by the Borrower)

Priority (1st, 2nd, etc.)	Interest Rate %	Priority	Interest Rate %
Beneficiary		Beneficiary	
Original Amount \$	Approximate Principal Balance \$	Original Amount \$	Approximate Principal Balance \$
Priority (1st, 2nd, etc.)	Interest Rate %	Priority	Interest Rate %
Monthly Payment \$ 0.00	Maturity Date	Monthly Pament \$ 0.00	Maturity Date
Balloon Payment <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNKNOWN	If YES, Amount \$	Balloon Payment <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNKNOWN	If YES, Amount \$

Encumbrance(s) Expected or Anticipated (as represented by the Borrower)

Priority (1st, 2nd, etc.)	Interest Rate %	Priority	Interest Rate %
Beneficiary		Beneficiary	
Original Amount \$	Approximate Principal Balance \$	Original Amount \$	Approximate Principal Balance \$
Priority (1st, 2nd, etc.)	Interest Rate %	Priority	Interest Rate %
Monthly Payment \$ 0.00	Maturity Date	Monthly Pament \$ 0.00	Maturity Date
Balloon Payment <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNKNOWN	If YES, Amount \$	Balloon Payment <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNKNOWN	If YES, Amount \$

Additional remaining, expected or Anticipated Encumbrances are set forth in an attachment to this statement

YES NO

WEA

PART 10 **LOAN TO VALUE RATIO**

A. Remaining encumbrances senior to this loan (from Part 9)	\$	0.00
B. Encumbrances expected or anticipated senior to this loan (from Part 9)	+ \$	0.00
C. Total remaining and expected or anticipated encumbrances senior to this loan	= \$	0.00
D. Principal amount of this loan from page 1 part 3	+ \$	200,000.00
E. Total all senior encumbrances and this loan	= \$	200,000.00
F. Fair market value from page 4 part 8	+ \$	320,000.00
G. Loan to value ratio	=	0.63

Note: See Part 4 if multi-lender transaction.

BROKER VERIFICATION

The information in this statement and in the attachments hereto is true and correct to the best of my knowledge and belief.

Signature of Broker or Designated Representative	Broker/Corporation ID#	Date
	01011496	

ACKNOWLEDGMENT OF RECEIPT

The prospective lender/purchaser acknowledges a receipt of a copy of this statement signed by or on behalf of the broker.

Signature of Lender or Designated Representative	Date
	4-20-04

The DRE licensing information telephone
number is (916) 227-0931.

INVESTOR AGREEMENT

Revision 11-12-02

This AGREEMENT ("the Agreement") is made this 15TH day of APRIL, 2004 by and between, and DAN AND KATHLEEN ANDERSON hereinafter referred to as "Investors".

RECITALS

WHEREAS, Investors are private money lenders who have engaged in the practice of lending monies for private real estate development, each of whom holds promissory notes which are secured by first deeds of trust on the on the respective real property to be encumbered; and

WHEREAS, Investors each individually desire to lend money on a private real estate Project located at:

0 INDIAN PAINT BRUSH ROAD
ANZA, CA 92539

herein after referred to as the "Property", and each will receive in exchange for their loans a Promissory Note secured by a **First Deed of Trust** on the real property which is specifically encumbered; and

WHEREAS, Investors each individually desire to lend money on the Property to: Panelog Building Systems, Inc., herein referred to as "Borrower"; and

WHEREAS, Investors understand that each of them will be undivided interest lenders holding an undivided collective interest in their respective Promissory Note secured by a First Deed of Trust against the Property; and

WHEREAS, the purpose of this Agreement is to establish a specific agreement by and between each and every Investor and to limit any potential conflict between Investors in the unlikely event of a Foreclosure proceeding; and

WHEREAS, Investors each understand that this Agreement only determines the respective rights of, and makes determinations between Investor or Investors collectively and further rights or actions as against any other person, including but not limited to Borrower herein: and

WHEREAS, this Agreement shall be recorded along with the Promissory Note and Deed of Trust for the benefit of all Investors.

DEA

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Investors as evidenced by their respective signatures herein below, the Investors agree as follows:

1.0. Default. In the event of any default by the borrower, each and every investor hereby agrees that they shall collectively file a Notice of Default as early as allowed under the terms of the Promissory Note. Each and every Investor understands that "Time is of Essence" in protecting the security interest of the Note secured by the Deed of Trust and, therefore, no individual Investor or Investors may refuse to allow the filing of a Notice of Default as early as possible.

2.0. Foreclosure Proceedings. In the event of default by the Borrower, each and every investor agrees that the designated Trustee on the Deed of Trust, FIDELITY NATIONAL TITLE COMPANY, and SENTINEL LENDERS GROUP, a foreclosure agent, shall initiate and facilitate the foreclosure of the property.

2.1 Foreclosure / Percentage of Ownership. In the event of a foreclosure upon the Promissory Note secured by the Deed of Trust, each Investor understands and agrees that each Investor shall hold an ownership in the Promissory Note equal to the percentage of ownership in the total amount loaned.

2.2. Foreclosure Costs / Recovery Fund. Each Investor hereby agrees to establish a Recovery Fund for the collection and payment of all expenses incurred by the foreclosure proceeding. Each Investor further agrees to contribute a percentage of the foreclosure expenses equal to the percentage of ownership in the total amount loaned to the Recovery Fund as such expenses are incurred. Pacific West Mortgage will make every effort as agent to provide timely notice by first class mail to each investor of any fees owed in the foreclosure proceeding.

2.2.1. Advancement of Recovery Funds / Right to Repayment. In the essence of time, any Investor(s) and/or Pacific West Mortgage as agent shall have the right to advance fees on behalf of any/all Investor(s) to the Recovery Fund to avoid delays in the foreclosure proceeding. It is agreed by all Investors that any such advancement of fees will expedite the foreclosure process and, therefore, is in the best interest of all Investors. It is also agreed and hereby authorized that any sums advanced for an "outstanding" (non-paid) Investor that have not been repaid, shall be repaid to the advancing Investor(s) and/or Pacific West Mortgage from the non-paying Investor's share of the sale proceeds of the Property with interest on such sums advanced in an amount equal to the rate accruing on the Note from the time the funds were advanced.

DEA

3.0. Sale Subsequent to Foreclosure. In event the Investors recover the Property through the foreclosure sale, the following- terms and conditions shall apply:

3.1. Listing the Property for Sale. All Investors agree to an immediate sale of the subject property. Unless otherwise agreed by Investors holding greater than Fifty Percent (50%) interest in the Promissory Note, Investors will list the property with Pacific West Real Estate, a Real Estate Brokerage affiliated with Pacific West Mortgage and licensed in the State of CALIFORNIA, where the Property resides. The appointment of Pacific West Real Estate as Real Estate Broker shall be evidenced by the investor's their signature(s) on an "Exclusive Right to Sell" listing agreement.

3.2. Selling Commission. The selling commission allowed shall be no greater than 6% if residential, 10% if commercial of the gross sales price and shall be negotiated lower (if possible) at such time as the listing is signed.

3.3. Listing Term. The listing agreement shall be for a term of no longer than 6 months.

3.4. Listing Price. The listing price shall initially be set at the appraised value of the property or at the then prevailing market rate.

3.4.1. After sixty (60) days, if the property has not sold, a five percent (5%) reduction in the listing price shall be made in an effort to expedite the sale of the property.

3.4.2. If the property has not sold, an additional five percent (5%) reduction in the listing price shall be made every sixty (60) days for a total of not greater than twenty-five percent (25%) reduction in the listing price

3.4.3. In no event shall the listing price of the property be reduced to an amount less than that amount then owed to the Investors, irrespective of the reductions in the listing price set fourth in Paragraphs 4.4.1 and 4.4.2, unless fifty percent (50%) of the Investors agree in writing to said reduction in the listing price.

DEA

4.0. Partial Construction / Completion Prior to Sale. In the event a Property is recovered by the Investors through a foreclosure sale as a partially completed construction Project, it will most likely be in the best interest of the Investors to complete the build, whereas, a completed Project will facilitate a subsequent sale of the Property and realize the highest return to the Investors. Unless otherwise agreed by Investors holding greater than Fifty Percent (50%) interest in the Promissory Note within 10 days following the date of the foreclosure sale, and because time is of the essence, Investors agree to contract with CONSTRUCTION DEVELOPMENT GROUP, LLC. a qualified licensed California Contractor to complete the build.

4.1. Joint Venture Option / Bi-Lateral Agreement. Investors are aware that the construction control company and CONSTRUCTION DEVELOPMENT GROUP, LLC (CDG) are owned by a licensed California General Contractor and affiliated companies and have a controlled business arrangement with Pacific West Mortgage. Investors may joint venture with CDG to complete the build under the following general terms to be finalized by separate contract/joint venture partnership agreement:

Investor ownership interest in the Property will include all sums due and payable as of the date of the foreclosure sale.

All monies in the construction control account shall be retained and disbursed upon completion of work according to the itemized cost breakdown originally approved by CDG.

Any remaining profits from a subsequent sale of the completed Property will be divided evenly between the Investors as owners and CDG as Joint Venture Partner, however, CDG will be entitled to no less than five percent (5%) of the sale price as contractor to the partnership. Said five percent (5%) shall be payable to CDG before distribution of the profits from a subsequent sale.

The Joint Venture partnership will have the right to solicit remaining monies not yet funded but originally scheduled for the Project and reflected in the original Promissory Note as required to complete final build of the Property.

5.0. Profit from Sale Payable to Investors: In the absence of any other agreement, and after all expenses from the foreclosure proceeding have been paid, and after any advanced recovery fees have been repaid by any non-paid Investors, then any profits realized from a sale of the Property will therein be payable to each Investor in the amount of their percentage of ownership respectively.

10EA

6.0. Refusal to Declare Default. Any Investor who fails or refuses to agree to file a Notice of Default after an event of default by the Borrower, and/or who delays or prevents foreclosure of the property, (hereinafter "Refusing Investor"), shall be liable to each and every other investor for any and all damages incurred, including attorney fees, as a result of said Investor's refusal to institute foreclosure proceedings by filing a Notice of Default.

7.0. Right to Purchase. In the event that any Refusing Investor fails or refuses to agree to file a Notice of Default after an event of default by the Borrower, the remaining Investors shall, at their sole election, have the right to purchase the Refusing Investor's ownership interest in the Promissory Note at the LESSER amount of:

7.1. A price equal to the amount owed to the Refusing Investor on the date upon which said Refusing Investor fails, delays and/or prevents the filing of a Notice of Default without the right to accrued interest or penalties from that date forward, or:

7.2. The amount to which the Refusing Investor would be entitled if a foreclosure sale of the Property were conducted on the date upon which said Refusing Investor fails, refuses, delays and/or prevents the filing of a Notice of Default, or

7.3. The amount due to each Investor as of the date of the foreclosure sale.

8.0. Assignment. Should any Investor assign any or all of their portion of the Promissory Note to any other Investor already named above, such percentages shall be adjusted according to the amount to which the Assignor would be entitled to under the formula set forth above.

9.0. Subsequent Purchase. All subsequent Investors shall agree in writing to be bound by the same Terms and Conditions as the original Investors to the Promissory Note, and any subsequent Investors must execute a copy of this Agreement prior to purchasing an interest in the Promissory Note. Upon the addition of any subsequent and/or additional Investors under the Promissory Note, or purchased by an Investor or an existing Investor's interest, Investors agree that the respective ownership interests of the parties shall be recalculated, including the subsequent investment.

10.0. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Investors hereto and supersedes all other agreements between the Investors. This Agreement may only be amended, modified, superseded or cancelled by a written instrument executed by all of the Investors hereto.

A handwritten signature in black ink, appearing to be 'WGA', is located in the bottom right corner of the page.

11.0. **Arbitration.** Any controversy arising between the investors or any other person claiming under any of them relating to this Agreement, any rights or duties relating to the applicability, performance or breach thereof shall be settled by binding arbitration in the State of CALIFORNIA, in accordance with the governing rules and procedures of the American Arbitration Association and NRS 38.105 *et seq.*

12.0. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of the Investors and their respective successors and assigns in interest.

13.0. **Severability.** In the event that any provision(s) of this Agreement shall be found unenforceable, the remaining portions shall nevertheless be binding and enforceable upon the Investors hereto.

14.0. **Governing Law.** This Agreement is made and shall be construed under, and the rights of the parties hereto governed by the laws of the State of CALIFORNIA in which the Property resides.

15.0. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or the provisions contained herein.

16.0. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be one and the same instrument.

IN WITNESS WHEREOF, the parties have signed this Agreement.

By: Wan E. Anderson

By: _____

By: _____

By: _____

ACKNOWLEDGEMENT/WAIVER

PACIFIC WEST MORTGAGE

BORROWER: PANELOG BUILDING SYSTEMS, INC.

PROPERTY: 0 INDIAN PAINT BRUSH ROAD, ANZA, CA 92539

AMOUNT: \$200,000.00

LOAN TERM: ONE YEAR

**DOCUMENTS RECEIVED OR WAIVED BEFORE INVESTING IN THE
LOAN (NATURAL PERSONS ONLY)**

This is to certify that I (We) received (or waived the right to receive) and was provided with an opportunity to review (or waived the right to review) the following prior to making a decision on the above loan:

- (a) A written application for the loan which is signed by the prospective borrower and which contains the borrower's address, a history of his employment and income, details of monthly payments he is obliged to pay and any other information requested by the investor.
_____ Received _____ Waived
- (b) Evidence of the prospective borrower's history of employment and income, such as tax return or an employer's statement of the borrower's past yearly income.
_____ Received _____ Waived
- (c) A report on the prospective borrower's history of credit issued by a credit reporting agency, including an explanation by the borrower of any material derogatory item in the report and evidence that the report has been compared for accuracy to the borrower's application for the loan.
_____ Received _____ Waived
- (d) An analysis by the mortgage broker of the ability of the prospective borrower to pay his monthly debts.
_____ Received _____ Waived
- (e) A preliminary report on the status of the title of the property which is proposed as security for the loan.
_____ Received _____ Waived

SIGNATURE:

Investor: Dan E. Anderson Date: 4-20-04
Title: _____

DOCUMENTS REQUIRED TO BE PROVIDED TO ALL INVESTORS

(a) A copy of the promissory note;

Date mailed or provided to investor: _____

(b) A recorded copy of the deed of trust securing the loan;

Date mailed or provided to investor: _____

(c) A copy of the policy of title insurance on the property securing the loan.

Date mailed or provided to investor: _____

(d) A recorded copy of the assignment.

Date mailed or provided to investor: _____

WED

Instructions To Closing Agent
1st Trust Deed Construction Loan
Fidelity National Title Company Escrow No.: **881825-LG**

Pacific West Mortgage
4540 Campus Drive, Suite 100, Newport Beach, CA 92660
Phone (949) 252-5349 Fax. (949) 833-9669
Loan Number: **Panelog 15**
Loan Amount: **\$200,000.00**
Loan Term: 12 months
Monthly Interest Payment: **\$2,166.66** (13% interest only)
Payable to: Pacific West Loan Servicing, LLC.
LATE PAYMENTS: AFTER 5 DAYS 10% OF PAYMENT AMOUNT

*****ATTN: CLOSING AGENT*****

1. The total consideration in this transaction except for our loan must pass in the form of cash, through your Escrow.
2. All liens of record to be paid through escrow with Pacific West Mortgage in first lien position.
3. All Taxes to be current.
4. Alta title policy with a 102.5 endorsement with liability in the amount of **\$200,000.00** on the property described herein.
5. Four (4) months prepaid interest to: Pacific West Mortgage of **\$8,666.67** for interest earned on unpaid balance of **\$200,000.00** initial funding. Any unearned interest will be rebated to borrower on payoff.
6. Loan fees payable to: Pacific West Mortgage **\$7,315.00** (see attached addendum).
7. Funding will be done in 1 phase: a) **\$200,000.00** on April 15, 2004.
8. Copy of Course of Construction Insurance naming Pacific West Mortgage as first loss payees.
9. Should trustor default on any payment including the final balloon payment the interest rate will accelerate to 24% per annum while in default.
10. Proceeds to cover cost of Construction, plus construction control fees to be deposited with Construction Disbursements Group, LLC.
11. Initial Setup Fee of **\$500.00** of deposited funds to Construction Disbursements Group, LLC
12. Exhibit A. - Legal Description.
13. Exhibit B. - Construction Cost Breakdown. Must be Agreeable to Lender prior to funding.
14. Exhibit C. - Construction Clause.
15. Exhibit D. - Insurance requirements Panelog Building Systems, Inc. and its Subcontractors.
16. Exhibit E. - Personal Guarantee from Dennis Calkins.
17. Exhibit F. -Execution by Panelog Building Systems, Inc. of assignment of Permits, Licenses, Water rights, Sewer rights, all Utility rights, Variances, Approvals, Plans, and Specifications.
18. Exhibit G. -Affidavit of Business Purpose and Agreement.
19. Exhibit I. - Environmental Indemnity
20. Exhibit H. - Complete set of plans.
21. Parcel to be a minimum of 18 inches above the 100-year flood plain.



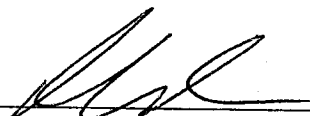
22. Buyer shall upon execution of this agreement deposit with Fidelity National Title Company (Laurie Gibbons) a Cashier's check in the amount of \$1200.00 as security for borrower's payment of a \$1200.00 cancellation fee. Such fee shall be earned by Pacific West Mortgage if buyer cancels the loan prior to funds being deposited in escrow. Once Pacific West Mortgage funds the loan, Pacific West Mortgage will be entitled to loan fees of **\$7,315.00** if loan is then subsequently cancelled by borrower for any reason. Borrower hereby agrees that the collateral for this **\$7,330.00** cancellation fee shall be lien rights on the collateral described in this loan.
23. Loan subject to approval of appraisal by Pacific West Mortgage.
24. Grant Deed from Borrower's Spouse releasing title interest.

SPECIAL INSTRUCTIONS:

N/A

If you have any questions on the above charges or conditions, please notify this office prior to recording.

Funder's name: David Da Silva Phone:(949) 833-8070 office / (310) 466-9601 cell



Panelog Building Systems, Inc. 4/16/2014 Date
Dennis Calkins

Laurie Gibbons
Closing Agent

Pacific West Mortgage Date

YOUR SIGNATURE HERETO INDICATES YOUR UNDERSTANDING, ACCEPTANCE AND AGREEMENT TO FULLY COMPLY WITH ALL OF THE TERMS AND CONDITIONS AS STATED ABOVE.

**ADDENDUM TO LENDER INSTRUCTIONS TO CLOSING AGENT
 PANELOG BUILDING SYSTEMS, INC. PANELOG 15**

Escrow No.: 881825-LG

Title ON: 9757528

Loan Amount: \$200,000.00
 Interest Rate: 13.00%
 Initial Funding: \$200,000.00
 Initial Funding Date: 15-Apr-04
 1st Payment Due Date: 15-Sep-04

Itemization of Loan Fees payable to Lender:

Loan Origination Fee	3.00%	(P.O.C.)	\$6,000.00
Appraisal Fee (POC)		\$250.00	
Credit Report Fee		\$15.00	
Lender's Inspection Fee			\$150.00
Loan Processing Fee			\$495.00
Underwriting Fee			\$395.00
Loan Document Fee			\$275.00
 TOTAL of Lender Fees			<u><u>\$7,315.00</u></u>

Itemization of Fees Payable to Others:

to: Pacific West Loan Servicing	120	days pre-paid interest	\$8,666.67
to: Construction Disbursement Group, LLC	for:	Construction Control Set-up Fee	\$500.00
to: Construction Disbursement Group, LLC	for:	Construction Control Fee	\$2,000.00
to: Rosemore Casualty Insurance	for:	Insurance (estimate)	\$400.00
to: Pacific West Mortgage	for:	Notary Fee	\$60.00

TOTAL of Fees Payable to Other \$11,626.67

SECURED PROMISSORY NOTE

\$200,000.00

Escrow No.: 881825-LG-Panelog 10

Newport Beach, California

April 15, 2004

FOR VALUE RECEIVED, the undersigned, PANELOG BUILDING SYSTEMS, INC. ("Borrower") promises to pay to the order of Pacific West Syndication Group, Inc., D.B.A., Pacific West Mortgage (such individuals jointly, "Lender"), the principle sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00), on the Maturity Date (as hereinafter defined) with interest on the unpaid balance of such amount from the date hereof, at the rate of interest specified herein. This Secured Promissory Note (this "Note"), (i) evidences the obligation to repay with interest (and certain other charges) the principle amount hereof (the "Loan", all collateral for which loan, the "Collateral"); (ii) is or shall prior to funding hereunder be secured by a Deed of Trust, Fixture Filing and Assignment of Rents (Construction Trust Deed) ("Deed of Trust"); and (iii) is further supported by the Personal Guarantee (all of the foregoing documents, including this Note, being collectively called the "Loan Documents").

1. Repayments. This Note requires Borrower to make payments of all accrued interest on a monthly basis on the 15th day of each month commencing **SEPTEMBER 15, 2004**, until the Maturity Date, at which time all moneys due herein shall be due. All or portions of the Loan may also be repaid by Borrower from time to time in accordance with the terms of the Deed of Trust in connection with the release by Lender of a portion of the Collateral.

2. Maturity Date. The Maturity Date of this Note is **APRIL 15, 2005**.

3. Interest Rate and Charges; Prepayment Fee. Interest shall accrue upon all sums evidenced hereby (including, without limitation, any delinquency charge or interest or other charge not paid when due) and all other sums required to be paid by Borrower under any Loan Document at a rate per annum of **Thirteen percent (13.000%)**. Interest shall be calculated on a 360-day year end, actual days elapsed. In the event of any prepayment of any principle under this Note before due hereunder, Borrower shall pay to Lender additional sum equal to the amount of interest that would be owed hereunder for the original principal amount hereof as follows: **Two (2)** months interest if pre-paid within 120 days of the date of this Note, **One (1)** month interest if pre-paid between 120 and 180 days of the date of this Note, and **Zero (0)** months interest if pre-paid after 180 days of the date of this Note.

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

5. Payments by Borrower. All payments on this Note are payable to Lender at
PACIFIC WEST LOAN SERVICING, LLC
4540 Campus Drive, Suite 100,
Newport Beach, California 92660,

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



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

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

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

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

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

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

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

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

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

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

15. Miscellaneous.

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

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



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

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

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

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

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

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

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

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

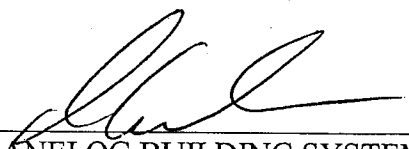
k. Check Return Fee. Should any check paid to Lender be returned by the financial institution drawn against for any reason, Borrower shall immediately pay to Lender a check return fee of \$45.00 per each such returned check.

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

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



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

By: 

PANELOG BUILDING SYSTEMS, INC.

RECORDING REQUESTED BY:

When Recorded Mail To:

PACIFIC WEST SYNDICATION GROUP, INC.
4540 CAMPUS DRIVE, SUITE 100
NEWPORT BEACH, CA 92660

Escrow No. 881825-LG
Title Order No. 9757528

APN: 577-420-045

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made 15th day of APRIL, 2004 between

PANELOG BUILDING SYSTEMS, INC., a California Corporation, herein called
TRUSTOR, whose address is

43694 CALABRO STREET, TEMECULA, CA 92592

FIDELITY NATIONAL TITLE COMPANY, a California Corporation, herein called TRUSTEE
, and PACIFIC WEST SYNDICATION GROUP, INC.
D.B.A., PACIFIC WEST MORTGAGE, herein called BENEFICIARY,

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

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

ADDRESS: 0 INDIAN PAINT BRUSH ROAD (Vacant Land), ANZA, CALIFORNIA 92539

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

FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustor
incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one
promissory note of even date herewith, and any extension or renewal thereof, in the principal sum
of **\$200,000.00** executed by Trustor in favor of Beneficiary or order. 3. Payment of such further
sums as the then record owner of said property hereafter may borrow from Beneficiary, when
evidenced by another note (or notes) reciting it so secured.



APN: 577-420-045

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

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	435	684	Kings	792	833	Placer	895	301	Sierra	29	335
Alpine	1	250	Lake	362	39	Plumes	151	5	Siskiyou	468	181
Amador	104	348	Lassen	171	471	Riverside	3005	523	Solano	1105	182
Butte	1145	1	Los Angeles	T2055	899	Sacramento	4331	62	Sonoma	1851	689
Calaveras	145	152	Madera	810	170	San Benito	271	383	Stanislaus	1715	456
Colusa	296	617	Marin	1508	339	San Bernardino	5567	61	Sutter	572	297
Contra Costa	3978	47	Mariposa	77	292	San Francisco	A332	905	Tehama	401	289
Del Norte	78	414	Mendocino	579	530	San Joaquin	2470	311	Trinity	93	366
El Dorado	568	456	Merced	1547	538	San Luis Obispo	1151	12	Tulare	2294	275
Fresno	4626	572	Modoc	184	851	San Mateo	4078	420	Tuolumne	135	47
Glenn	422	184	Mono	52	429	Santa Barbara	1878	860	Ventura	2062	388
Humboldt	657	527	Monterey	2194	538	Santa Clara	5336	341	Yolo	653	245
Imperial	1091	501	Napa	639	86	Santa Cruz	1431	494	Yuba	334	486
Inyo	147	598	Nevada	305	320	Shasta	684	528			
Kern	3427	60	Orange	5889	611	San Diego	Series 2 Book 1961, Page 183887				

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

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


STATE OF CALIFORNIA
COUNTY OF _____

ON _____ before me,
_____ personally appeared

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

Witness my hand and official seal.

Signature _____



PANELOG BUILDING SYSTEMS, INC.

DO NOT RECORD

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

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

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right, either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such, rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

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

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

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

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

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

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

REQUEST FOR FULL RECONVEYANCE

TO: FIDELITY NATIONAL TITLE INSURANCE COMPANY, TRUSTEE:

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

Dated _____

By: _____

By:

Please mail Reconveyance to:

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

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ before me, _____ personally appeared

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

WITNESS my hand and official seal.

Signature _____



ESCROW NO. 881825-LG

TITLE ORDER NO. 9757528

DEED OF TRUST

EXHIBIT "A"

LEGAL DESCRIPTION

APN No.: **577-420-045**

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

