

FORM APPROVED COUNTY COUNSEL 6/29/15
 BY: GREGORY P. PRAMOS DATE

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

569A



FROM: Don Kent, Treasurer/Tax Collector

SUBMITTAL DATE:
 JUN 29 2015

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 192, Item 166. Last assessed to: Victoriano C. Cabatu and Edna K. Cabatu, husband and wife as joint tenants. District 1 [\$48,564] Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Global Discoveries, Ltd., assignee for Beneficial Financial I Inc. for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 290220026-3;

(continued on page two)

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the March 20, 2012 public auction sale. The deed conveying title to the purchasers at the auction was recorded May 11, 2012. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on June 6, 2012, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

(continued on page two)

Don Kent
 Don Kent
 Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 48,564	\$ 0	\$ 48,564	\$ 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: 15/16

C.E.O. RECOMMENDATION:

APPROVE

BY: *Samuel Wong 7/13/15*
 Samuel Wong

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Benoit 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 21, 2015
xc: Treasurer, Auditor

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

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

9-24

A-30 Positions Added
 Change Order
 4/5 Vote

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 166. Last assessed to: Victoriano C. Cabatu and Edna K. Cabatu, husband and wife as joint tenants. District 1 [\$48,564] Fund 65595 Excess Proceeds from Tax Sale.

DATE: JUN 29 2015

PAGE: Page 2 of 2

RECOMMENDED MOTION:

2. Deny the claim from Found Extra Money, LLC, assignee for Victoriano C. Cabatu and Edna K. Cabatu, last assessees;
3. Authorize and direct the Auditor-Controller to issue a warrant to Global Discoveries, Ltd. assignee for Beneficial Financial I Inc. in the amount of \$48,564.64, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

BACKGROUND:

Summary (continued)

The Treasurer-Tax Collector has received two claims for excess proceeds:

1. Claim from Global Discoveries, Ltd., assignee for Beneficial Financial I Inc. based on an Assignment of Right to Collect Excess Proceeds dated March 28, 2012 and a Deed of Trust recorded October 5, 2005 as Instrument No. 2005-0826180.
2. Claim from Found Extra Money, LLC, assignee for Victoriano C. Cabatu and Edna K. Cabatu based on an Assignment of Right to Collect Excess Proceeds dated May 7, 2013 and a Grant Deed recorded August 2, 1999 as Instrument No. 1999-344615.

Pursuant to Section 4675 (a) & (b) & (e) of the California Revenue and Taxation Code, it is the recommendation of this office that Global Discoveries, Ltd., assignee for Beneficial Financial I Inc. be awarded excess proceeds in the amount of \$48,564.64. Since the amount claimed by Global Discoveries, Ltd., assignee for Beneficial Financial I Inc. exceeds the amount of excess proceeds available, there are no funds available for consideration for the claim from Found Extra Money, LLC, assignee for Victoriano C. Cabatu and Edna K. Cabatu. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

Impact on Citizens and Businesses

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

ATTACHMENTS (if needed, in this order):

Copies of the Excess Proceed Claim forms and supporting documentation are attached.

CLAIM SUMMARY

Date: April 6, 2012
To: Riverside County Treasurer and Tax Collector
Assessors Parcel Number: 290-220-026-3
Last Assessee: CABATU VICTORIANO C & EDNA K
Sale Date: 3/20/2012
TC: 059-018
Item Number: 166
Dear Treasurer/Tax Collector:

RECEIVED
2012 APR 24 PM 2:39
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

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

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

1. Deed of Trust naming Beneficial California Inc as Lender as Document Number: 2005-0826180, Recorded in Riverside County on 10/05/2005.
2. Loan Repayment and Security Agreement (NOTE)
3. Statement of Amount Due & Owing
4. Amount Due & Payable Calculation Worksheet
5. Certificate Stamped with Corporate Seal referencing Beneficial Financial I Inc is Successor by Merger to Beneficial California Inc. Furthermore, Certificate authorizes Timothy J. Wallace to act on behalf of Beneficial Financial I Inc as Vice President and Assistant Secretary of the Administrative Services Division
6. Assignment of Rights To Collect Excess Proceeds signed by Timothy J. Wallace as Vice President and Assistant Secretary of the Administrative Services Division Beneficial Financial I Inc., Successor by Merger to Beneficial California Inc.
7. Claim form(s) signed by Global Discoveries
8. Signed W9 for Beneficial Financial I Inc
9. Photo ID for Assignor: Timothy J. Wallace

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

- One warrant in the amount of \$48,910.00 or 100% of the claimant's share of the excess proceeds made payable to Global Discoveries, Ltd. and mailed to P.O. Box 1748, Modesto, California 95353-1748.

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

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

Certified Tracking Number: 7009-3410-0001-7918-3768



Recording Requested By

WHEN RECORDED MAIL TO

NAME: Records Processing Services
STREET ADDRESS: 577 Lamont Road
CITY & STATE: Elmhurst, IL 60126

Table with columns: M, S, U, PAGE, SIZE, DA, PCOR, NOCOR, BMF, MEC, A, R, L, COPY, LONG, REFLND, NCHG, EXAM

C KW

DEED OF TRUST

(Page 1 of 8)

33

211725

If this box is checked, this Deed of Trust secures future advances.

THIS DEED OF TRUST is made this 3RD day of OCTOBER, 20 05, among the Trustor, VICTORIANO C. CABATU AND EDNA K. CABATU, HUSBAND AND WIFE; J/T

whose address is 10021 WRANGLER WAY, CORONA, CA 92883 (herein "Borrower"), STEWART TITLE GUARANTY (herein "Trustee") and the Beneficiary, BENEFICIAL CALIFORNIA INC. a corporation organized and existing under the laws of DELAWARE whose address is 440 MCKINLEY STREET, CORONA HILLS PLAZA #101, CORONA, CA 92879 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

[X] WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 241,333.51, evidenced by Borrower's Loan Agreement dated OCTOBER 3, 2005 and any extensions or renewals thereof (including those pursuant to any Renegotiable Rate Agreement) (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on OCTOBER 3, 2036;

[] WHEREAS, Borrower is indebted to Lender in the principal sum of \$, or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated and extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and under the terms specified in the Note, including any adjustments in the interest rate if that rate is variable, and providing for a credit limit stated in the principal sum above and an initial advance of \$;

TO SECURE to Lender the repayment of the indebtedness, including future advances, evidenced by the Note, with interest thereon at the applicable contract rate (including any adjustments to the amount of payment or the contract rate if that rate is variable) and other charges; the payment of all other sums, with interest thereon, advance in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained, Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust with power of sale, the following described property located in the County of RIVERSIDE State of California:

CONTINUED ON EXHIBIT A-LEGAL DESCRIPTION

which has the address of 10021 WRANGLER WAY, CORONA California 92883 (herein "Property Address");



*C34987BAFN85DOT8000CA0079H10**CABATU

ORIGINAL

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property;"

TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note, with interest thereon, including any increases if the contract rate is variable; (2) all present and future advances under the Revolving Loan Agreement; (3) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and (4) the performance of the covenants and agreements of Borrower herein contained; and (5) the payment of such further sums as the then record owner of the Property hereafter may borrow from Lender, when evidenced by another note (or notes) reciting it is so secured.

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

COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law and only if requested in writing by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 16 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. **Application of Payments.** Unless applicable law or the Note provide otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.



4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Where the original principal amount of the Note then in effect is \$10,000 or more, any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.



11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The applicable law contained in the Note shall control. Where no applicable law is contained therein, the state and local laws of the jurisdiction in which the Property is located shall be applicable to this Deed of Trust, except where such laws conflict with Federal law in which case Federal law shall apply. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs," "expenses," and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

15. Transfer of the Property; Assumption. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) The creation of a lien or encumbrance subordinate to this Deed of Trust which does not relate to a transfer of rights of occupancy in the property; Provided, that such lien or encumbrance is not created pursuant to a contract for deed; (b) The creation of a purchase-money security interest for household appliances; (c) A transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety; (d) the granting of a leasehold interest which has a term of three years or less and which does not contain an option to purchase; (e) A transfer, in which the transferee is a person who occupies or will occupy the property, which is: (A) a transfer to a relative resulting from the death of the Borrower; (B) a transfer where the spouse or child(ren) becomes an owner of the property; or (C) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the property; or (f) A transfer into an inter vivos trust in which the Borrower is a, and remains, the beneficiary and occupant of the property, unless, as a condition precedent to such transfer, the Borrower refuses to provide the Lender with reasonable means acceptable to the Lender by which the Lender will be assured of timely notice of any subsequent transfer of the beneficial interest or change in occupancy; Lender may, at Lender's option, declare all sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is sold or transferred reach an agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Paragraph 16 hereof.

16. Acceleration; Remedies. Except as provided in paragraph 15 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the



power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in the paragraph 16 including, but not limited to, reasonable attorneys' fees.

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

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statement made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

17. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time within three months of the recording of default under this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 16 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

18. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 16 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

19. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall, upon payment of its fees, reconvey the Property without warranty to the person or persons legally entitled thereto.

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



21. **Request for Notices.** Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address which is the Property Address. Lender requests that copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust be sent to Lender's address, as set forth on page one of this Deed of Trust, as provided by Section 2924b of the Civil Code of California.

22. **Statement of Obligation.** Lender may collect a fee not to exceed \$60 for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

23. **Arbitration Rider to Note.** The Arbitration Rider attached to and made a part of the Note is hereby incorporated by reference and made a part of this Mortgage.

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REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

(Page 7 of 8)

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance of any sale or other foreclosure action.

Victoriano C. Cabatu
VICTORIANO C CABATU - Borrower
Edna K. Cabatu
EDNA K CABATU - Borrower

STATE OF CALIFORNIA, RIVERSIDE County ss:

On this 3RD day of OCTOBER, in the year 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared VICTORIANO C CABATU AND EDNA K CABATU, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) ARE subscribed to the foregoing instrument, and acknowledged that 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.
(Reserved for official seal)



Signature: [Signature]
Diana Gonzales
Name (typed or printed)
My Commission expires: 12 March 2009

STATE OF CALIFORNIA, _____ County ss:

On this _____ day of _____, in the year 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) _____ subscribed to the foregoing instrument, and acknowledged that _____ 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
(Reserved for official seal)

Signature: _____

Name (typed or printed)
My Commission expires: _____



Title Order No. _____ Escrow Loan No. _____

Deed of Trust
WITH POWER OF SALE
(LONG FORM)
Housekey
Financial
Corporation
AS TRUSTEE

T005-910641

DO NOT RECORD

**FOR RECONVEYANCE OR FORECLOSURE SEND TO THE NEAREST
OFFICE OF HOUSEKEY FINANCIAL CORPORATION**

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

Dated _____

To HOUSEKEY FINANCIAL CORPORATION, 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 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, the estate now held by you under the same.

MAIL RECONVEYANCE TO:	

	(By) _____
	(By) _____

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



EXHIBIT A (PAGE 1)

PARCEL 1:
LOT 85 OF TRACT NO. 11959 AS SHOWN BY MAP ON FILE IN BOOK
111, PAGES 21 THROUGH 30, INCLUSIVE, OF MAPS, RECORDS OF
RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM, ALL MINERALS, OIL, GAS PETROLEUM AND
OTHER HYDROCARBON SUBSTANCES IN OR UNDER SAID LAND WHICH
UNDERLIES A PLANE PARALLEL TO AND 500 FEET BELOW THE SURFACE
THEREOF, HOWEVER, WITHOUT ANY RIGHT OF ENTER UPON THE
SURFACE OF THE ABOVE DESCRIBED LAND OR ANY PORTION THEREOF
ABOVE SAID PLANE FOR ANY PURPOSE WHATSOEVER.

PARCEL 2:
A NON-EXCLUSIVE EASEMENT APPURTENANT TO SAID PARCEL 1 OVER
LOTS 309, 210, 311 AND 312 OF SAID TRACT FOR INGRESS,
EGRESS, ACCESS USE AND ENJOYMENT, AS SET FORTH IN THIS
DECLARATION OF RESTRICTIONS RECORDED ON SEPTEMBER 1, 1983 AS
INSTRUMENT NO. 178560 OF OFFICIAL RECORDS OF RIVERSIDE
COUNTY, CALIFORNIA. TAX MAP OR PARCEL ID NO.: 290-220-026-3



*C34987BAFN8500T8000CA0079H00**CABATU

*

ORIGINAL

REC'D
RECORDING REQUESTED BY IPS

DOC # 2010-0088178
02/26/2010 08:00A Fee: 18.00
Page 1 of 1
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

AND WHEN RECORDED MAIL TO.

HOUSEKEY FINANCIAL CORPORATION
P.O. BOX 60145
CITY OF INDUSTRY, CA 91716



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			1		1				
M	A	L	485	426	PCOR	NCOR	SMF	NCHG	EXAM
							T:	CTY	UNI

090800163

Trustee Sale No. 74-36457-2

~~File Order No. 091~~

NOTICE OF RESCISSION

18
T
012

NOTICE IS HEREBY GIVEN: That HOUSEKEY FINANCIAL CORPORATION is the duly appointed Trustee under the following described Deed of Trust:

TRUSTOR: VICTORIANO C. CABATU AND EDNA K. CABATU, HUSBAND AND WIFE; J/T

BENEFICIARY: BENEFICIAL CALIFORNIA, INC.

Recorded on 10/05/2005, as Instrument 2005-0826180 of official records in the Office of the Recorder of Riverside County, California, describing the land therein:

AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST

NOW THEREFORE: Notice is hereby given that the Beneficiary and/or the Trustee, does hereby rescind, cancel and withdraw said Declaration of Default and Demand for Sale and said Notice of Breach and Election to Cause Sale; it being understood, however, that this rescission shall not in any manner be construed as waiving or affecting any breach or default past, present or future, under said Deed of Trust, or as impairing any right or remedy thereunder, but is, and shall be deemed to be, only an election, without prejudice, not to cause a sale to be made pursuant to said Declaration and Notice, and shall in no way jeopardize or impair any right, remedy or privilege secured to the Beneficiary and/or the Trustee, under said Deed of Trust, nor modify nor alter in any respect any of the terms, covenants, conditions or obligations thereof, and said Deed of Trust and all obligations secured thereby are hereby reinstated and shall be said and remain in force the same as if said Declaration and Notice had not been made and given.

Said Notice was Recorded on 12/02/2009, as Instrument # 09-621124 of official records in the Office of the Recorder of Riverside County, California.

DATE: 02/24/2010

HOUSEKEY FINANCIAL CORPORATION

Inma Barrios, Trustee Sales Officer

7 NA

RECORDING REQUESTED BY

Glenn M. Perrell Atty @ law

AND WHEN RECORDED MAIL TO

HOUSEKEY FINANCIAL CORPORATION
P.O. BOX 60145
CITY OF INDUSTRY, CA 91716

DOC # 2009-0621124

12/02/2009 08:00A Fee:21.00

Page 1 of 4

Recorded in Official Records

County of Riverside

Larry M. Ward

Assessor, County Clerk & Recorder



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY	
			4							
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Trustee Sale No. 74-36457-2

IMPORTANT NOTICE

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

C
002

21

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$12,208.70 as of 11/18/2009 and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

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

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

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

BENEFICIAL CALIFORNIA, INC.
961 WEIGEL DRIVE, ELMHURST, IL 60126
ATTN: LOSS MITIGATION, Phone No. (800) 333-5848.

Trustee Sale No. 74-36457-2

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION. NOTICE IS HEREBY GIVEN THAT: HOUSEKEY FINANCIAL CORPORATION is the duly appointed Trustee under a Deed of Trust dated 10/03/2005, executed by VICTORIANO C. CABATU AND EDNA K. CABATU, HUSBAND AND WIFE; J/T, as trustor, to secure obligations in favor of BENEFICIAL CALIFORNIA, INC., Recorded on 10/05/2005, as Instrument 2005-0826180 of official records in the Office of the Recorder of Riverside County, California, as more fully described on said Deed of Trust. Including the note(s) for the sum of \$241,333.51 that the beneficial interest under said Deed of Trust and the obligations secured thereby are presently held by the beneficiary; that a breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the payment has not been made of: **THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE 06/07/2009 PLUS LATE CHARGE AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST PLUS LATE CHARGES. DELINQUENCIES DUE ON A PRIOR ENCUMBRANCE, IF ANY; DELINQUENT REAL ESTATE TAXES, BONDS AND ASSESSMENTS, FIRE INSURANCE PREMIUMS, IF ANY; ANY ADVANCES THAT HAVE BEEN OR MIGHT BE MADE TO PROTECT THE SECURITY OF THE LOAN.**

That by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration and Demand for Sale, and has deposited with said duly appointed Trustee, such Deed of Trust and all documents evidencing the obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

CONDITION OF SALE: The successful bidder will be required to pay county documentary transfer tax, any city tax, and any other applicable taxes or fees (including, but not limited to, the fee for recording Preliminary Change of Ownership report) to the auctioneer at the time of sale.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee and the successful bidder shall have no further recourse.

DATE: 11/18/2009

HOUSEKEY FINANCIAL CORPORATION



LSI Title as agent for Housekey Financial Corporation

HOUSEKEY FINANCIAL CORPORATION MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.

TS Number: 74-36457-2

**Declaration under Oath
For Compliance with California Civil Code Section 2923.5(b)
(Notice of Default Recorded On or After September 6, 2008)**

The undersigned, on behalf of BENEFICIAL CALIFORNIA, INC., on information and belief, declare under penalty of perjury that the following is true and correct:

That BENEFICIAL CALIFORNIA, INC. ("Beneficiary") is a party to a certain Deed of Trust Recorded on 10/05/2005, as Instrument 2005-0826180 in the office of the County Recorder of Riverside County, California, which Deed of Trust serves as security for a promissory note in the original principal amount of \$241,333.51 dated 10/03/2005 by VICTORIANO C. CABATU AND EDNA K. CABATU, HUSBAND AND WIFE; J/T ("Borrower") in favor of BENEFICIAL CALIFORNIA, INC. for the property located at 10021 WRANGLER WAY, CORONA, CA 92883.

That Beneficiary or its authorized agent has, prior to causing a Notice of Default to be recorded in connection with the Deed of Trust, complied with the requirements of California Civil Code Section 2923.5(b) as follows:

Pursuant to the requirements of Section 2923.5(a)(2) of the California Civil Code, Beneficiary or its authorized agent has contacted Borrower to assess Borrower's financial situation and to explore options for Borrower to avoid foreclosure.

Or

Pursuant to the requirements of Section 2923.5(g) of the California Civil Code, Beneficiary or its authorized agent has tried with due diligence to contact Borrower and has:

- Sent Borrower a first-class letter that includes the toll-free telephone number made available by HUD to find a HUD-certified housing counseling agency.
- Attempted to contact Borrower by telephone at least three times at different hours and on different days. Telephone calls were made to Borrower's primary telephone number on file with Beneficiary or its authorized agent.
- Attempted to contact Borrower and determined that Borrower's primary telephone number and, if any, secondary telephone number or numbers on file with Beneficiary have been disconnected.
- Received no response from Borrower within two weeks after calling Borrower three times and sent Borrower a certified letter, return receipt requested, stating that Beneficiary or its authorized agent is attempting to contact Borrower as required by California law to (a) assess Borrower's financial situation and (b) explore with Borrower options for Borrower to avoid foreclosure.
- Provided a toll-free telephone number for Borrower to contact a live representative of Beneficiary or its authorized agent during business hours.

Posted a prominent link on the homepage of Beneficiary s or its authorized agent s Internet Web site to the information required by California Civil Code Section 2923.5(g)(5)

Or

Borrower has surrendered the property securing the Deed of Trust to the mortgagee, trustee, Beneficiary, or its authorized agent.

Or

Beneficiary or its authorized agent reasonably believes that Borrower has contracted with an organization, person, or entity whose primary business is advising people who have decided to leave their homes on how to extend the foreclosure process and avoid their contractual obligations to mortgagees or beneficiaries.

Or

Borrower has filed for bankruptcy, and the proceedings have not been finalized.

This declaration is made for the purpose of inducing Housekey Financial Corporation to prepare, record and post a Notice of Default under the Deed of Trust in which the undersigned has an interest knowing that the Trustee will rely upon the truth and accuracy of the statements contained herein in preparing, recording and posting the Notice of Default .

By:

D. Larf
Title: Vice President
Entity: BENEFICIAL CALIFORNIA, INC.

Dated:

11-25-09

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 1 of 4)

LENDER (called "We", "Us", "Our")

BENEFICIAL CALIFORNIA INC.
 440 MCK NLEY STREET
 CORONA HILLS PLAZA #101
 CORONA CA 92879

California Finance Lenders License No. 603 3131

BORROWERS (called "You", "Your")

CABATU, VICTORIANO C
 SS#
 CABATU, EDNA K
 SS#
 10021 WRANGLER JAY
 CORONA CA 92883

LOAN NO: 211725-644814

DATE OF LOAN 10/03/2005	FIRST PAYMENT DUE DATE 11/03/2005	OTHERS SAME DAY OF EACH MONTH	FIRST PAYMENT DUE DATE 10/03/2035	CONTRACT RATE (per year) 8.280 %
	AMOUNT FINANCED \$ 239,897.63	PRINCIPAL \$ 241,333.51		
		CLOSING FEE \$ 135.00		
LIFE INS PREMIUM \$130.00 Monthly	DISABILITY INS PREMIUM NONE			
RELI INS PREMIUM \$ NONE				
			ORIGINATION FEE/POINTS \$ 1,200.88	
FIRST INSTALLMENT \$ 1,948.16	MONTHLY INSTALLMENT \$ 1,948.16		TERM PERIOD 360	
				PREPAYMENT PENALTY YES

YOU ARE GIVING US A SECURITY INTEREST IN THE REAL ESTATE LOCATED AT THE ABOVE ADDRESS.

REQUIRED INSURANCE. You must obtain insurance for term of loan covering security for this loan as indicated by the word "YES" below, naming us as Loss Payee:

YES Title insurance on real estate security.
 YES Hazard insurance on real estate security.
 Physical damage insurance one vehicle listed under "Security" above if "Y" appears under "Insured".
 Physical damage insurance on other property listed under "Security" above if "Y" appears under "Insured".
 You may obtain any required insurance from anyone you choose and may assign any other policy of insurance you own to cover the security for this loan.
 (See "Security" paragraph above for description of security to be insured.)

NOTICE: THE FOLLOWING PAGES CONTAIN ADDITIONAL CONTRACT TERMS.

09-29-03 RE
 OPT PPP

CAB55351



*C34987BAFN85CEA8000CAB553510**CABATU

ORIGINAL

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 2 of 4)

PAYMENT. In return for this loan, you agree to pay us the Principal (Amount Financed, Points and any Closing Fee shown on page one) plus Interest in monthly payments, computed by the simple interest method on unpaid balances of Principal at 1/12th of the annual Contract Rate (subject to any adjustment under the "Adjustment to Contract Rate" section below) plus any monthly insurance premium, if elected, until fully paid. The term points means the Origination Fee (Points) shown on page one. You will pay at our business address on page one or other address given you. If more than one Borrower is named on page one, we may enforce this Agreement against all, or any, Borrowers, but not in a combined amount greater than the amount owed. Payments are applied in the following order: insurance, late charges, interest at the Contract Rate for the actual time outstanding, and principal. For any past due amounts, payments will be applied to the most delinquent monthly installment first, in the same order shown above, until all past due monthly installments are paid in full. For late charge purposes, as long as you make a full monthly installment any month, no late charge will be assessed for that month.

DATE ON WHICH INTEREST BEGINS. If you do not cancel this loan according to your "Notice of Right to Rescind," the date on which Interest begins, payment dates, and effective date of optional credit insurance purchased are postponed by the number of days from this Agreement's date to date you receive this loan.

ADJUSTMENT TO CONTRACT RATE. The Contract Rate, as shown on page one, will decrease by one quarter of one percent (.25) beginning with the thirteenth (13th) month after every twelve (12) consecutive month period where all payments were made in full within 30 days of their due date. Up to maximum of twelve (12) Contract Rate reductions are available during the term of the loan. For each Contract Rate reduction, the monthly installment payment will be reduced accordingly. Notwithstanding anything to the contrary in this paragraph, you will not receive any Contract Rate reductions or the reduced monthly payment after four periods of delinquency. A "period of delinquency" begins when you fail to make a payment in full within 30 days of the due date and ends when you have no payments that are outstanding for more than 30 days past their due date.

PAY-OUTS. You agree to pay-outs of Amount Financed as shown on Truth-In-Lending disclosure form. If pay-outs change because loan closing is delayed, (a) you shall pay additional amounts due at closing, or (b) your cash or check will be reduced to cover additional pay-outs.

PREPAYMENT. Subject to the Prepayment Penalty described below, you may prepay any or all of your loan at any time. In any event, if you fully pay before the final payment due date, the amount you owe will be reduced by unearned credit insurance charges, if any. If you prepay before the final due date, Points and any Closing Fee shown on page one, are fully earned when this loan is made and you will not receive a refund of that part of the Finance Charge consisting of Points and any Closing Fee shown on page one.

PREPAYMENT PENALTY. If "YES" is printed in the Prepayment Penalty box on page one of this Agreement, you agree to the following penalty. If you prepay in full within two (2) years of the Date of Agreement (shown on page one), you agree to pay a prepayment penalty equal to the payment of six (6) months' advance interest on the amount prepaid in excess of twenty percent (20%) of the original principal amount. No prepayment penalty will be imposed (a) if this loan is refinanced by another loan with us; (b) after two (2) years; (c) if the loan is prepaid from the proceeds of any insurance; or (d) if we sue you.

LATE CHARGE. If you don't pay any payment in full within 10 days after it's due, you will also pay 5% of the unpaid amount of such payment, as a late charge.

BAD CHECK CHARGE. We will charge you a fee of \$15 if any payment check is returned because of insufficient funds or is otherwise dishonored.

OTHER CHARGES. You agree to pay any amounts actually incurred by Lender in connection with the loan account for title examination, appraisal, title insurance, escrow fees, tax service fees, trustee fees involving the real estate covered by your Deed of Trust, and recording, release and reconveyance fees, if any.

NOTICE: THE FOLLOWING PAGES CONTAIN ADDITIONAL CONTRACT TERMS.

09-29-03 RE
OPT PPP

CAB55352



*C34987BAFN85CEA8000CAB553520**CABATU

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ORIGINAL

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 3 of 4)

FAILURE TO PAY. If you don't pay on time, or fail to observe each covenant and condition of the Deed of Trust or fail to keep required insurance in force, after we notify you, but without our need to demand payment in full, we may sue you for the total amount you owe. You will pay our costs, including reasonable attorney fees, to collect this loan or to realize on any security.

SATISFACTION OF JUDGMENT - SPOUSE'S PROPERTY. The separate property of any married person who signs below shall be subject to execution to satisfy any judgment entered on this Agreement.

DUE-ON-SALE. Please note the following provision contained in the Deed of Trust:

Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) The creation of a lien or other encumbrance sub-ordinate to this Deed of Trust which does not relate to a transfer of rights of occupancy in the property; Provided, that such lien or encumbrance is not created pursuant to a contract for deed; (b) The creation of a purchase-money security interest for household appliances; (c) A transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety; (d) The granting of a leasehold interest which has a term of three years or less and which does not contain an option to purchase; (e) A transfer in which the transferee is a person who occupies or will occupy the property, which is: (A) a transfer to a relative resulting from the death of the borrower (B) a transfer where the spouse or child(ren) becomes an owner of the property; (C) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the property; or (f) a transfer into an inter vivos trust in which the borrower is a, and remains, the beneficiary and occupant of the property, unless, as a condition precedent to such transfer, the borrower refuses to provide the lender with reasonable means acceptable to the lender by which the lender will be assured of timely notice of any subsequent transfer of the beneficial interest or change in occupancy; the lender may, at lender's option, declare all sums secured by this Deed of Trust to be immediately due and payable.

PROPERTY INSURANCE:

A. YOUR OBLIGATION TO INSURE. You shall keep the structures located on the real property securing this loan insured against damage caused by fire and other physical hazards, name us as a loss payee and deliver to us a loss payable endorsement. If insurance covering the real property is cancelled or expires while the loan is outstanding and you do not reinstate the coverage, we may obtain, at our option, hazard insurance coverage protecting our interest in the real property as outlined below.

B. LENDER'S RIGHT TO PLACE HAZARD INSURANCE. You authorize us, at our option, to obtain coverage on the Property in an amount not greater than the outstanding balance of principal and interest on the loan or, if known to be less, the replacement value of the Property, in the event that you fail to maintain the required hazard insurance outlined above or fail to provide adequate proof of its existence. You authorize us to charge you for the costs of this insurance and add the insurance charges to your loan. The Insurance charges will be added to the unpaid balance of the loan which accrues interest at the Contract Rate. The addition of the insurance charges due might increase the amount of your final installment. The cost of Lender placed hazard insurance might be higher than the cost of standard insurance protecting the property. The Lender placed insurance will not insure the contents of the property or provide liability coverage. The insurance might not be the lowest cost coverage of its type available and you agree that we have no obligation to obtain the lowest cost coverage. We or an affiliated company might receive some benefit from the placement of this insurance and you will be charged for the full cost of the premium without reduction for any such benefit. If at any time after we have obtained this insurance, you provide adequate proof that you have subsequently purchased the required coverage, we will cancel the coverage we obtained and credit any unearned premiums to your loan.

CREDIT REPORTING AND CUSTOMER INFORMATION PRACTICES. If you fail to fulfill the terms of your credit obligation, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you. You agree that our supervisory personnel may listen to telephone calls between you and our representatives in order to evaluate the quality of our service to you. You understand and agree that we will call you from time to time to discuss your financial needs and any loan products that may be of interest to you as may be permitted by Applicable Law. For more information regarding our privacy practices, please refer to our Privacy Statement, which is included with your loan documents.

SECURITY. You agree to give us a security interest in the real estate as described in the Deed of Trust.

NOTICE: THE FOLLOWING PAGE CONTAINS ADDITIONAL CONTRACT TERMS.

CA855353

09-29-03 RE
OPT PPP



*C34987BAFN85CEA800DCAB553530**CABATU

ORIGINAL

LOAN REPAYMENT AND SECURITY AGREEMENT (Page 4 of 4)

INSURANCE. Optional credit insurance and any required insurance disclosures are attached to this Agreement and are incorporated herein by reference.

You direct the disbursements shown on Truth-In-Lending Disclosure form, acknowledge receiving a copy of this Agreement and that form, Group Creditor Insurance Certificates, if any such coverage requested, and disability claim procedures.

- You do intend to use the proceeds of this loan primarily for personal, family, or household purposes. This loan is made pursuant to the California Finance Lenders Law, Division 9 of the Financial Code.
- You do not intend to use this loan for personal, family or household purposes. This loan is made pursuant to the California Finance Lenders Law, Division 9 of the Financial Code.

As required by law, you hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation.

ALTERNATIVE DISPUTE RESOLUTION AND OTHER RIDERS. The terms of the Arbitration Agreement and any other Riders signed as part of this loan transaction are incorporated into this Agreement by reference.

APPLICABLE LAW. This loan was made for a personal, family or household purpose and is to be considered a consumer loan governed by the California Finance Lenders Law (CFL). This loan is also a federally related loan authorized by Section 501(a), Part A, Title V, Public Law 96-221, also known as section 1735f-7(a), Title 12, United States Code, unless superseded by federal law.

FOR INFORMATION CONTACT THE DEPARTMENT OF CORPORATIONS, STATE OF CALIFORNIA.

YOU HAVE RECEIVED A COMPLETE COPY OF THIS AGREEMENT AND THE TRUTH-IN-LENDING DISCLOSURES.

BORROWERS:

Victoriano P. Cabatu (SEAL)

Edna K. Cabatu (SEAL)

_____ (SEAL)

WITNESS:

[Signature]



STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 290-220-026-3, Situs Address: 10021 WRANGLER WAY CORONA CA 92883 was \$241,333.51. The amount still due and owing as of the 3/20/2012 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$220,741.34.

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

3-28-12
DATE: MONTH, DAY, YEAR

Timothy J. Wallace VP
Beneficial Financial I Inc., Successor by Merger to Beneficial California Inc.-By: Timothy J. Wallace as Vice President and Assistant Secretary of the Administrative Services Division

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of Florida)

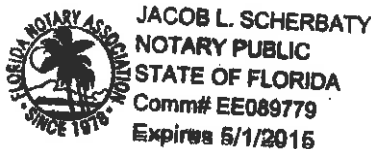
County of Hillsborough)

On 3-28-12 before me, Jacob L. Scherbaty, personally appeared
(Date) (here insert name and title of the officer)

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

WITNESS my hand and official seal.

J. Scherbaty (seal)
Signature of Notary Public



Amount Due And Payable Calculation

Trustor(s) or Debtor(s):	Victoriano C. & Edna K. Cabatu
Beneficiary(ies) or Creditor(s):	Beneficial Financial I Inc., Successor by Merger to Beneficial California Inc.
Instrument Number:	2005-826180
County:	Riverside
APN:	290-220-026-3
Original Principal Balance of Loan:	\$241,333.51
Interest Rate:	8.28%
Last Payment Received Date:	1/28/2011
Interest Accrual to Date:	3/20/2012
Total in Years:	1.14
Monthly Payment:	\$1,948.16
Late Payment Penalty-Percent:	5%
Total Due to Date:	\$220,741.34

CERTIFICATE

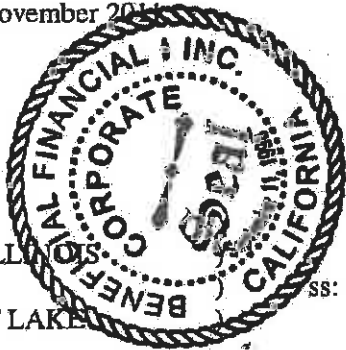
BENEFICIAL FINANCIAL I INC.
(successor by merger to Beneficial California Inc.)

The undersigned does hereby certify that she is a duly appointed, qualified and acting Assistant Secretary of Beneficial Financial I Inc., a California corporation and successor by merger to Beneficial California Inc., (the "Company"), and that as such Assistant Secretary I have custody of the corporate books and records and hereby certify that:

1. Attached hereto as Exhibit A is a true and complete copy of the resolutions of the Company duly adopted on May 5, 2011 relating to the Administrative Services Division of the Company and said resolutions have not been amended or rescinded and are now in full force and effect; and
2. Timothy Wallace is a duly appointed and acting Vice President and Assistant Secretary of the Administrative Services Division of the Company and in said capacity is authorized to execute any and all documents as may be necessary or advisable at any time and from time to time to satisfy and facilitate his role on behalf of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company this 30th day of November 2011.

[SEAL]



Lynne C. Zaremba
Lynne C. Zaremba
Assistant Secretary

STATE OF ILLINOIS

COUNTY OF LAKE ss:

I, Trudy Roalkvam, a Notary Public, do hereby certify that Lynne C. Zaremba personally known by me to be the same person whose name is designated and signed above as an Assistant Secretary, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that she, being duly authorized, signed, sealed, and delivered the said instrument as the free and voluntary act of said entities and as her own free and voluntary act, for the uses and purposes set forth therein.

Given under my hand and notarial seal this 30th day of November 2011.

[SEAL]



Trudy T. Roalkvam
Trudy T. Roalkvam
Notary Public

Confirmation of the Administrative Services Division
Unanimous Written Consent of the Board of Directors of
Beneficial Financial I Inc. (the "Company") dated May 5, 2011

WHEREAS, the Company created the Administrative Services Division for the purpose of servicing the Company's loan operations.

NOW THEREFORE BE IT RESOLVED that the Administrative Services Division is hereby confirmed for the purpose of preparing, managing, executing and delivering certain documents and actions in connection with and for the purpose of servicing loans on behalf of the Company;

FURTHER RESOLVED that the President, a Vice President or any Assistant Vice President is hereby authorized and empowered in the Company's name and on its behalf to appoint various individuals to the office of Vice President & Assistant Secretary of the Administrative Services Division of the Company (for purposes herein, referred such appointed individuals is an "Authorized Individual");

FURTHER RESOLVED that such Authorized Individual is hereby authorized and directed to take, or cause to be taken, all such action and to prepare, execute, file and deliver any and all documents, certificates, instruments as may be necessary or advisable from time to time to satisfy, release, quitclaim, discharge, terminate or subordinate certain mortgages, pledges, assignments, notes, deeds of trust, security interests, judgments or other liens or interest in real or personal property as taken or held by the Company as security for loans or debts;

FURTHER RESOLVED that such Authorized Individual is hereby authorized and directed to take, or cause to be taken, all such action to prepare, execute, file and deliver any and all documents as may be necessary or advisable from time to time, including a power of attorney, to institute, defend and facilitate a foreclosure action on behalf of the Company or retain such outside counsel, agency or third party to act as the Company's agent in a foreclosure action;

FURTHER RESOLVED that such Authorized Individual is hereby authorized and directed to take, or cause to be taken, all such action and to prepare, execute, file and deliver any and all documents as may be necessary or advisable from time to time, including a power of attorney, to institute, defend and facilitate a bankruptcy action on behalf of the Company or retain such outside counsel, agency or third party to act as the Company's agent in a bankruptcy action;

FURTHER RESOLVED that such Authorized Individual working on behalf of the Company's Real Estate Owned Division is hereby authorized and directed to take, or cause to be taken, all such action to prepare, execute, file and deliver any and all documents as may be necessary or advisable from time to time to facilitate the sale or release of certain real estate owned by the Company, including by not limited, listing agreements, real estate sales contracts and addendums (as maybe amended, supplemented or otherwise modified from time to time), satisfactions, releases, quitclaims, discharges, termination or subordination of mortgages, HUD-1 Settlement Statements (as maybe amended, supplemented or otherwise modified from time to time), escrow instructions, pledges, assignments, notes, deeds of trust, security interests, judgments or other liens or interest on real or personal property as taken or held by the Company as security for loans or debts as such Authorized Individual is so directed and assigned such responsibility by the Authorized Individual's Unit Manager of the Company's Real Estate Owned Division;

FURTHER RESOLVED, that each Authorized Individual is authorized and directed to take, or cause to be taken, all such action and to execute, deliver, certify and/or file or cause to be executed and delivered, all such agreements, amendments, undertakings, documents, instruments and certificates and to pay all related costs and expenses as such officer shall approve as necessary and/or advisable in order to

carry out the intent and accomplish the purposes of the foregoing resolutions and the transactions contemplated thereby, the taking of such actions and the execution, delivery, and/or certification of such documents to be conclusive evidence of such approval; and

FURTHER RESOLVED, that any and all actions taken in connection with the objectives of the foregoing resolutions by any individual appointed to the Company's Administrative Services Division, or any person pursuant to a power of attorney granted by such officer, prior to the date of these resolutions is hereby ratified, confirmed and approved.

ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

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

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby assign to GLOBAL DISCOVERIES, LTD. my right to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 290-220-026-3, Tax Sale Number 059-018, Item 166 sold at public auction on 3/20/2012. I understand that the total of excess proceeds available for refund is \$ 48,910.00+/-, and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VALUABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning.

[Signature] 3-28-12
(Signature of Party of Interest/Assignor) (Date)

Timothy J. Wallace as Vice President and Assistant Secretary of the Administrative Services Division }
" " "
" " "
(Name Printed)

Tax ID/SS# _____

Beneficial Financial I Inc., Successor by Merger to Beneficial California Inc
(Address)
636 Grand Regency Blvd,
Brandon, FL 33510
(City/State/Zip)

STATE OF FLORIDA)
COUNTY OF Hillsborough)
Florida)

(813) 571-8505
(Area Code/Telephone Number)

On 3-28-12 Timothy J. Wallace, before me, the undersigned, a Notary Public in and for said State, personally appeared Timothy J. Wallace Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.

[Signature]
(Signature of Notary)



JACOB L. SCHERBATY
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE089779 (This area for official seal)
Expires 5/1/2015

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

[Signature]
(Signature of Assignee)

Jed Byerly, Chief Operating Officer
(Name Printed)

Tax ID/SS# _____

Global Discoveries, Ltd.
(Address)

STATE OF CALIFORNIA)
COUNTY OF Stanislaus)

P.O. Box 1748
Modesto, California 95353-1748
(City/State/Zip)
Phone: (209) 593-3913

On April 11, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared ***Jed Byerly*** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal

[Signature]
(Signature of Notary)



(This area for official seal)

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 290-220-026-3
Tax Sale Number: 059-018
Item Number: 166
Default Number: 2006-290220026-0000
Date of Sale: 3/20/2012

The undersigned claimant, Global Discoveries, Ltd., claims \$48,910.00+/- or 100% of the claimant's share of the actual amount of excess proceeds from the sale of the property referenced above.

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

Please refer to Claim Summary and attached Documents

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

Executed this 11th day of April, 2012 at Modesto, California.

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

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of California

County of Stanislaus

On 4-11-2012 before me, Michelle Reynosa, Notary Public personally appeared
(Date) (here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

[Signature] (seal)
Signature of Notary Public



Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) BENEFICIAL FINANCIAL I INC	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	
	<input checked="" type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) PO BOX 1231 City, state, and ZIP code BRANDON FLORIDA 33509-1231 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Notes. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
Employer identification number	
3	3
-	0
8	2
4	5
6	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Elise Y. Thomas</i>	Date ▶ <i>2-16-2012</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 290-220-026, Situs Address: 10021 WRANGLER WAY CORONA CA 92883 was \$241,333.51. The amount still due and owing as of the 3/20/2012 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$220,741.34; no further payments were received after this date.

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

9-30-14
DATE: MONTH, DAY, YEAR

Timothy J. Wallace
Beneficial Financial I Inc Successor by Merger to Beneficial California Inc.
Timothy J. Wallace-Vice President
and Assistant Secretary of the Administrative Services Division

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of FL

County of Hillsborough

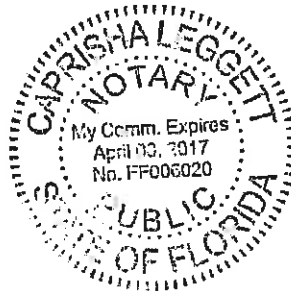
On 9/30/2014 before me, Caprisha Leggett, personally appeared
(Date) (here insert name and title of the officer)

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

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

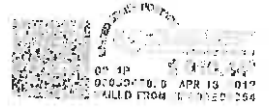
WITNESS my hand and official seal.

Caprisha Leggett (seal)
Signature of Notary Public





7009 3430 0003 7916 3756



ATTENTION: COMPLETE THIS SECTION.

■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
 ■ Print your name and return address in reverse on the back of this card to be placed in the envelope or on the front if space permits.
 1. Addressee to:

Adrian Potenciano
RIVERSIDE COUNTY
Excess Proceeds Dept
4080 Lemon St. 4th Floor
Riverside, CA 92502

2. Article Number (Transfer from service label)
 7009 3430 0003 7916 3756
 Domestic Return Receipt

3. Signature Type
 Certified Mail
 Registered Mail
 Insured Mail
 Signature Required

4. Restricted Delivery (Enter Yes)
 Yes
 No

5. Agency
 Agent
 Addressee
 Other

6. Received by (Printed Name)
 Yes
 No

7. In delivery address contact from item 1? Yes
 No

8. YES, under delivery address below: Yes
 No



Global Discoveries
 1120 13th Street, Suite A.
 Modesto, CA 95354

Adrian Potenciano
 RIVERSIDE COUNTY
 Excess Proceeds Dept
 4080 Lemon St. 4th Floor
 Riverside, CA 92502



October 6, 2014

VIA CERTIFIED MAIL

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

APN(S): 290-220-026-3, 311-292-019-4 and 687-254-003-7
Date of Sale: 03/20/2012
TC # 059-018, 008-018 and 019-003
Item #166, 184 and 1068

Dear Excess Proceeds Dept:

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

- **Original/Updated** Statement of Amount Due and Owing(s) for APN: 290-220-026-3
- **Original/Updated** Statement of Amount Due and Owing(s) for APN: 311-292-019-4
- **Original/Updated** Statement of Amount Due and Owing(s) for APN: 687-254-003-7

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

Sincerely,



Michelle Reynosa
Team Leader of Claims Processing
Global Discoveries, LTD.

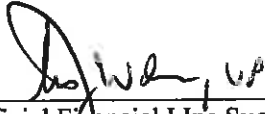
Certified Tracking# 7014-0510-0001-4046-2182

STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 290-220-026, Situs Address: 10021 WRANGLER WAY CORONA CA 92883 was \$241,333.51. The amount still due and owing as of the 3/20/2012 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$220,741.34; no further payments were received after this date.

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

9-30-14
DATE: MONTH, DAY, YEAR


Beneficial Financial I Inc Successor by Merger to Beneficial California Inc.
Timothy J. Wallace-Vice President
and Assistant Secretary of the Administrative Services Division

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of FL

County of Hillsborough

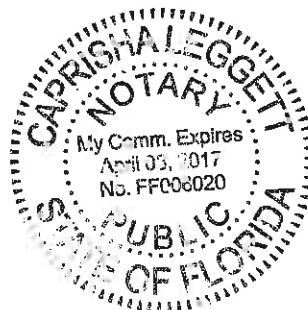
On 9/30/2014 before me, Caprisha Leggett, personally appeared
(Date) (here insert name and title of the officer)

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

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

WITNESS my hand and official seal.


Signature of Notary Public (seal)




STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 687-254-003, Situs Address: 68555 H ST CATHEDRAL CITY CA 92234 was \$271,006.46. The amount still due and owing as of the 3/20/2012 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$247,077.16; no further payments were received after this date.

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

9-30-14
DATE: MONTH, DAY, YEAR


Beneficial Financial I Inc Successor by Merger to Beneficial California Inc.
Timothy J. Wallace-Vice President
and Assistant Secretary of the Administrative Services Division

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of FL

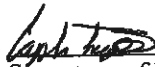
County of H. H. Sherman

On 9/30/2014 before me, Caprisha Leggett, personally appeared
(Date) (here insert name and title of the officer)

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

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

WITNESS my hand and official seal.


Signature of Notary Public (seal)



STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 311-292-019, Situs Address: 1469 ASHBURY WAY PERRIS CA 92571 was \$134,922.14. The amount still due and owing as of the 3/20/2012 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$125,212.71; no further payments were received after this date.

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

9-30-14

DATE: MONTH, DAY, YEAR

[Handwritten Signature]

Beneficial Financial I Inc. Successor by Merger to Beneficial California Inc.
Timothy J. Wallace-Vice President
and Assistant Secretary of the Administrative Services Division

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of FL

County of H. H. Harrison

On 9/30/2014 before me, Caprisha Leggett, personally appeared
(Date) (here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

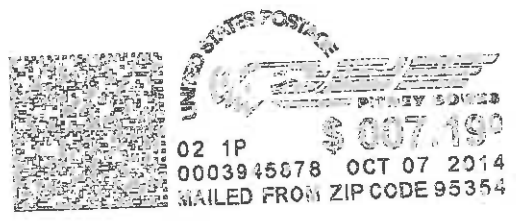
[Handwritten Signature] (seal)
Signature of Notary Public



D MAIL



101 4046 2182



TREASURER-TAX COLLECTOR
OCT 15 2014
RECEIVED

Global Discoveries, Ltd
1120 13th Street, Suite A.
Modesto, CA 95354

Riverside County
Treasurer & Tax Collector
Tax Sale Operations-Excess Proceeds Dept.
Attn: Shawana Green
4080 Lemon St. 4th Floor
Riverside, CA 92501



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 166 Assessment No: 290220026-3

Assessee: CABATU, VICTORIANO C & EDNA K

Situs: 10021 WRANGLER WAY CORONA

Date Sold: March 20, 2012

Date Deed to Purchaser Recorded: May 11, 2012

Final Date to Submit Claim: May 13, 2013

I/We pursuant to Revenue And Taxation Code Section, 4675, hereby claim excess proceeds in the amount of \$55,000.00 ⁽⁹⁷²⁰²⁾ 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. 344615; recorded on 6-28-99. A copy of this document is attached hereto.

I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

If the property is held in Joint Tenancy, the tax sale 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 9 day of MAY, 2013 at LOS ANGELES, CALIFORNIA
County, State

Dennis A. Murkey
Signature of Claimant

Signature of Claimant

DENNIS A. MURKEY FOR FEM, LLC

Print Name

Print Name
9420 RESEDA BLVD, # 830

Street Address

Street Address
NORWIDGE, CA 91321

City, State, Zip

City, State, Zip
(888) 867-4785

Phone Number

Phone Number

TC 193 - 572 1166

FOUND EXTRA MONEY, LLC

UNCLAIMED MONEY CONSULTANTS

WWW.FoundExtraMoney.com

Email: Richard@foundextramoney.com

LAS VEGAS OFFICE:

8022 S. Rainbow Blvd. #362
Las Vegas, NV 89139
Toll Free: (888) 867-4785
Fax No: (702) 331-4992

LOS ANGELES OFFICE

9420 Reseda Blvd. #830
Northridge, CA 91324
Toll Free: (888) 867-4785
Fax No.: (818) 701-7184

PLEASE REPLY TO LOS ANGELES OFFICE

May 9, 2013

Mr. Don Kent
Riverside County Treasurer-Tax Collector
P.O. Box 12005
Riverside, CA 92502

RE: Excess Proceeds Claim: Parcel Number 290-220-026-3; Claimant: Victoriano C. & Edna K. Cabatu/Sale Date: 03/20/2012/Recorded Date: 05/11/2012/ Amount of excess Proceeds \$55,000.00 (approximately)

Dear Mr. Kent:

Enclosed for your reference, please find the following documents in support of our claim(s) for the excess proceeds resulting from the tax sale of the above-referenced property at the Tax Collector's Public Tax Auction held on March 20, 2012:

1. Copy of the deed showing Victoriano C. & Edna K. as the owners of the above mentioned parcel;
2. Notarized Assignment of Rights to Collect Excess Proceeds by Victoriano C. & Edna K. Cabatu and Found Extra Money, LLC;
3. Riverside County Excess Proceeds Claim Form.

Please do not hesitate to contact me at 888-867-4785 if you have any questions or if I can be of further assistance.

Thank you.

Sincerely,

Richard/FEM, LLC.
RFM/ck

A.T.I.

RECORDING REQUESTED BY
Carriage Escrow, Inc.-Temecula
AND WHEN RECORDED MAIL TO:
VICTORIANO C. CABATU
EDNA K. CABATU
10021 WRANGLER WAY
CORONA, CA 91719

DOC # 1999-344615

08/02/1999 08:00A Fee:8.00
Page 1 of 2 Doc 1 Tax Paid
Recorded in Official Records
County of Riverside
Gary L. Orso
Assessor, County Clerk & Recorder



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TRA: 059-018

ESCROW NO: H4926-AH
AUCTION NO.:

OLD CASE NO.: 046-790109
A.P.N. 290-220-026-3 ✓

NEW CASE NO.: USE ECHO SYST
DOC. TRANS. TAX \$93.50
CITY TRANS. TAX \$

GRANT DEED

For value received, Secretary of Housing and Urban Development, of Washington, D.C., and/or his/her successors and/or assigns, grants to VICTORIANO C. CABATU and EDNA K. CABATU, HUSBAND AND WIFE AS JOINT TENANTS

Lot 85 of Tract 11959, in the *unim. area* City of CORONA, County of Riverside, State of California, as more particularly described in Exhibit "A" attached hereto and made a part hereof

Being the same property acquired by the Grantor pursuant to the provisions of the National Housing Act, as amended (12 U.S.C. §1701) and the Department of Housing and Urban Development Act (42 U.S.C. §3531).

Said conveyance is made Subject to all covenants, easements, restrictions, reservations, conditions and rights appearing of recording against the above described property; also subject to any statement of facts which an accurate survey of said property would show.

In witness whereof, the undersigned on 06-28-99, has set his/her hand and seal as SENIOR REO SPECIALIST, HUD Office, Santa Ana, California, for and on behalf of said Secretary of Housing and Urban Development, under authority and by virtue of 50 F.R. 42099 (10/17/85).

The Secretary of Housing and Urban
Development of Washington D.C., and/or
his/her successors and/or assigns

BY: *[Signature]*
AUTHORIZED SIGNATURE

Document Date: June 22, 1999

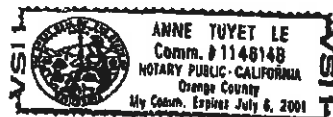
STATE OF CALIFORNIA
COUNTY OF ORANGE) SS

On 06-28-99 before me, me undersigned
personally appeared Heidi Jackson

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

WITNESS my hand and official seal.

Signature: *[Signature]*



8299
S114 Kenneth Eckhardt, State 200
Santa Fe Springs, CA 90670

RIVERSIDE

EXHIBIT "A"

PARCEL 1:

LOT 85 OF TRACT NO. 11959 AS SHOWN BY MAP ON FILE IN BOOK 111, PAGES 21 THROUGH 30, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM, ALL MINERALS, OIL, GAS PETROLEUM AND OTHER HYDROCARBON SUBSTANCES IN OR UNDER SAID LAND WHICH UNDERLIES A PLANE PARALLEL TO AND 500 FEET BELOW THE SURFACE THEREOF, HOWEVER, WITHOUT ANY RIGHT TO ENTER UPON THE SURFACE OF THE ABOVE DESCRIBED LAND OR ANY PORTION THEREOF ABOVE SAID PLANE FOR ANY PURPOSE WHATSOEVER.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT APPURTENANT TO SAID PARCEL 1 OVER LOTS 309, 310, 311 AND 312 OF SAID TRACT FOR INGRESS, EGRESS, ACCESS USE AND ENJOYMENT, AS SET FORTH IN THIS DECLARATION OF RESTRICTIONS RECORDED ON SEPTEMBER 1, 1983 AS INSTRUMENT NO. 178560 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

M 3 - 3 - 10 - 1 - 15

8 2 99

SECURITY UNION TITLE INS. CO.
MORTGAGE SERVICES DIVISION
9814 Norwalk Boulevard, Suite 200
Santa Fe Springs, CA 90670

RIVERSIDE



1989-344615
63/02/1989 00:000
2 of 2

ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

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

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby assign to FOUND EXTRA MONEY, LLC my right to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 290-220-026 sold at public auction on 3.20.12. I understand that the total of excess proceeds available for refund is \$55,000.00 (APPROX.) and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VALUABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning.

X Victoriano C. Cabatu X Edna K. Cabatu
(Signature of Party of Interest/Assignor)

VICTORIANO C. CABATU + EDNA K. CABATU
(Name Printed)

19520 E. ONTARIO AVE, APT. # C
(Address)

STATE OF CALIFORNIA)ss.
COUNTY OF _____)

CORONA, CA 92881-4293
(City/State/Zip)

(808) 780-3936
(Area Code/Telephone Number)

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

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

WITNESS my hand and official seal.

(Signature of Notary)

(This area for official seal)

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

Richard F. Murkey
(Signature of Assignee)
FOUND EXTRA MONEY, LLC

Richard F. Murkey
(Name Printed)

9420 Reseda Blvd. #830
(Address)

STATE OF CALIFORNIA)ss.
COUNTY OF _____)

NORTHRIDGE, CA 91324
(City/State/Zip)

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

WITNESS my hand and official seal.

(Signature of Notary)

(This area for official seal)

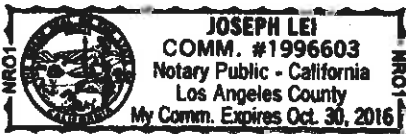
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On MAY 7, 2013 before me, Joseph Lei - Notary Public
Date Here Insert Name and Title of the Officer

personally appeared VICTORIANO C CABATU AND EDNA K CABATU
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Assignment of right to collect excess proceeds, Ref 290-220-026

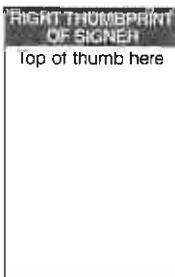
Document Date: None Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

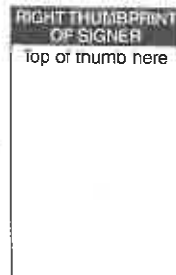
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

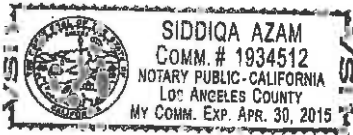
On MAY 09, 2013 before me, SIDDIBA AZAM NOTARY PUBLIC

personally appeared RICHARD F. MURKEY

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Siddiqa Azam
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Assignment of Right to collect Excess proceeds

Document Date: _____ Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



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UNITED STATES US

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SHIP WT: 0.2 LB
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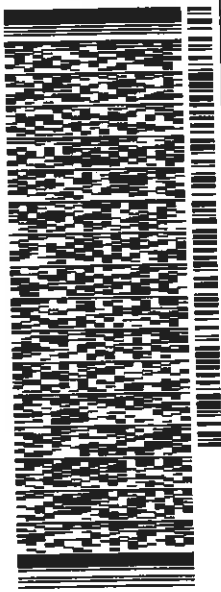
TO: MR. DON KENT
RIVERSIDE COUNTY TREASURE-TAX COLLE
4080 LEMON ST FL 4
RIVERSIDE CA 92501

51861/9983/338

(818) 701-0252
INV: PKG ID: 8138

REF:

DEPT:



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