

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS 7/6/15  
 DATE

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

570A



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

**SUBMITTAL DATE:**

**JUL 06 2015**

**SUBJECT:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 192, Item 184. Last assessed to: Heriberto Lemus, a single man and Maritza Inzunza, a single woman as joint tenants. District 5 [\$82,218] 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 311292019-4;

(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)

*[Signature]*  
 Don Kent

Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 82,218	\$ 0	\$ 82,218	\$ 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: *[Signature]* 7/13/15

County Executive Office Signature

Samuel Wong

**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: *[Signature]*  
 Deputy

Prev. Agn. Ref.:

District: 5

Agenda Number:

**9-25**

A-30  Positions Added  
 4/5 Vote  
 Change Order

Departmental Concurrence

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

**FORM 11:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 192, Item 184. Last assessed to: Heriberto Lemus, a single man and Maritza Inzunza, a single woman as joint tenants. District 5 [\$82,218] Fund 65595 Excess Proceeds from Tax Sale.

**DATE:** JUL 06 2015

**PAGE:** Page 2 of 2

**RECOMMENDED MOTION:**

2. Deny the claim from the State of California, Franchise Tax Board;
3. Deny the claim from Reliable Asset Recovery, LLC, agent for Heriberto Lemus and Maritza Inzunza, last assessee;
4. Authorize and direct the Auditor-Controller to issue a warrant to Global Discoveries, Ltd. assignee for Beneficial Financial I Inc. in the amount of \$82,218.40, no sooner than ninety days from the date of the 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 three 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 July 21, 2004 as Instrument No. 2004-0563413.
2. Claim from State of California, Franchise Tax Board based on a Notice of State Tax Lien recorded April 15, 2010 as Instrument No. 2010-0174454 and an Order to Withhold Personal Income Tax dated January 7, 2013.
3. Claim from Reliable Asset Recovery, LLC, agent for Heriberto Lemus and Maritza Inzunza based on Authorizations for Agent to Collect Excess Proceeds dated June 28, 2012 and July 2, 2012, and a Grant Deed recorded April 10, 1998 as Instrument No. 138840.

Pursuant to Section 4675 (a) & (b) & (c) & (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 \$82,218.40. 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 the State of California, Franchise Tax Board and the claim from Reliable Asset Recovery, LLC, agent for Heriberto Lemus and Maritza Inzunza. 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 Proceeds Claim forms and supporting documentation are attached.



**CLAIM SUMMARY**

Date: April 6, 2012

To: Riverside County Treasurer and Tax Collector

Assessors Parcel Number: 311-292-019-4

Last Assessee: LEMUS HERIBERTO INZUNZA MARITZA

Sale Date: 3/20/2012

TC: 008-018

Item Number: 184

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

Dear Treasurer/Tax Collector:

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

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

1. Deed of Trust naming Beneficial California Inc as Lender as Document Number: 2004-0563413, Recorded in Riverside County on 07/21/2004.
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 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 \$82,664.00 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](mailto: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, SWF, MISC. and a bottom row with columns: A, R, L, COPY, LONG, REFUND, NCHK, EXAM.

DEED OF TRUST

(Page 1 of 8)

211803



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

THIS DEED OF TRUST is made this 16TH day of JULY, 20 04, among the Trustor, HERIBERTO LEMUS, A SINGLE MAN AND MARITZA INZUNZA, A SINGLE WOMAN AS JOINT TENANTS

whose address is 1489 ASHBURY WAY, PERRIS, CA 92571

(herein "Borrower"), HOUSEKEY FINANCIAL CORPORATION, AN ILLINOIS CORPORATION

(herein "Trustee") and the Beneficiary, BENEFICIAL CALIFORNIA INC.

a corporation organized and existing under the laws of DELAWARE whose address is

6939 INDIANA AVENUE, SUITE A, RIVERSIDE, CA 92508

(herein "Lender").

The following paragraph preceded by a checked box is applicable.

[X] WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 134,922.14, evidenced by Borrower's Loan Agreement dated JULY 16, 2004 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 JULY 16, 2034;

[ ] 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 1489 ASHBURY WAY, PERRIS California 92571 (Street) (City) (Zip Code) (herein "Property Address");



\*19509489991DOT8000CA0079H10\*\*INZUNZA 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.

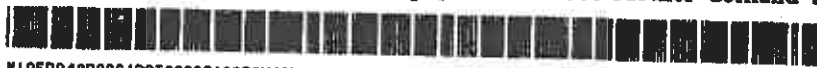
12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address 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.

(This space intentionally left blank)

10-06-03 007

CA0079H6



\*1 95D94689S9 1DOT8000CA0079H60\*\*INZUNZA

\*

ORIGINAL

EXHIBIT A (PAGE 1)

LOT 10 OF TRACT NO. 20280-6, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 189, PAGES 47, 48, 49 AND 50, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN#311-292-019-4



\*195D948B9S9100T8000CA0079H00\*\* INZUNZA

\*

ORIGINAL

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

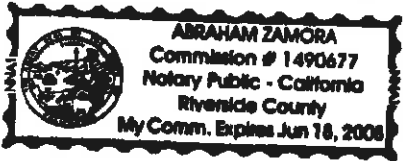
Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance of any sale or other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

Heriberto Lemus  
HERIBERTO LEMUS - Borrower  
Maritza Inzunza  
MARITZA INZUNZA - Borrower

STATE OF CALIFORNIA, RIVERSIDE County ss:

On this 16 day of JULY, in the year 20 04 before me, the undersigned, a Notary Public in and for said State, personally appeared HERIBERTO LEMUS AND MARITZA INZUNZA,  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: Abraham Zamora  
Name (typed or printed): Abraham Zamora  
My Commission expires: June 18, 2008

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: \_\_\_\_\_

10-06-03 DOT



CA0079H7

ORIGINAL

Title Order No. \_\_\_\_\_ Escrow Loan No. \_\_\_\_\_

**Deed of Trust**  
 WITH POWER OF SALE  
 (LONG FORM)  
**Housekey**  
**Financial**  
**Corporation**  
 AS TRUSTEE  
 00743458

**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.

10-06-03 DOT

CA0079H8



ORIGINAL

**LOAN REPAYMENT AND SECURITY AGREEMENT (Page 1 of 4)**

**LENDER (called "We", "Us", "Our")**  
 BENEFICIAL CALIFORNIA INC.  
 6939 INDIANA AVENUE  
 SUITE A  
 RIVERSIDE CA 92508

California Finance Lenders License No. 603 3176

**BORROWERS (called "You", "Your")**  
 INZUNZA, MARITZA  
 SS#  
 LEMUS, HERIBERTO  
 SS#  
 1489 ASHBURY WAY  
 PERRIS CA 92571

Old Ln # LOAN NO: 211803-662729  
 New Loan # 213584-00-167862

663030

DATE OF LOAN 07/16/2004	FIRST PAYMENT DUE DATE 08/16/2004	OTHERS SAME DAY OF EACH MONTH	FINAL PAYMENT DUE DATE 07/16/2034	CONTRACT RATE (per year) 8.480 %
AMOUNT FINANCED \$ 129,999.87		PRINCIPAL \$ 134,922.14		
		CLOSING FEE \$ 200.00		
LIFE INS PREMIUM \$ NONE	DISABILITY INS PREMIUM \$ NONE			
RELI INS PREMIUM \$ NONE				
FIRST INSTALLMENT \$ 1,035.53	MONTHLY INSTALLMENT \$ 1,035.53		ORIGINATION FEE/POINTS \$ 4,722.27	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



\*195094889S9 ICEA9000CAB553510\*\*INZUNZA

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

CAB5535Z



\*195094889S9ICEA8000CAB553520\*\*IN2LNZA

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 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; (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.**

09-29-03 RE  
OPT PFP

CAB55353



\*195D948B9S9 ICEA8000CA8553530\*\*1NZUNZA

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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.

*Handwritten initials: HZ, NY*

- 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 (CFLL). 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:

*Maritza Guzman* (SEAL)

*Hubert James* (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) 311-292-019-4, 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.

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

Tim 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, 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] (seal)  
Signature of Notary Public

JACOB L. SCHERBATY  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE089779  
Expires 5/1/2015

### Amount Due And Payable Calculation

Trustor(s) or Debtor(s):	Heriberto Lemus & Maritza Inzunza
Beneficiary(ies) or Creditor(s):	Beneficial Financial I Inc., Successor by Merger to Beneficial California Inc.
Instrument Number:	2004-563413
County:	Riverside
APN:	311-292-019-4
Original Principal Balance of Loan:	\$134,922.14
Interest Rate:	8.48%
Last Payment Received Date:	9/12/2011
Interest Accrual to Date:	3/20/2012
Total in Years:	0.52
Monthly Payment:	\$1,035.53
Late Payment Penalty-Percent:	5%
Unpaid Principal Balance Due:	\$125, 212.71
<b>Total Due to Date:</b>	<b>\$125, 212.71</b>

**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. Zarembo*  
Lynne C. Zarembo  
Assistant Secretary

STATE OF ILLINOIS  
COUNTY OF LAKE

I, Trudy Roalkvam, a Notary Public, do hereby certify that Lynne C. Zarembo 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 311-292-019-4, Tax Sale Number 008-018, Item 184 sold at public auction on 3/20/2012. I understand that the total of excess proceeds available for refund is \$ 82,664.00+/-, 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.

Timothy J. Wallace 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 )

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

On 3-28-12, 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.

Jacob L. Scherbaty  
(Signature of Notary)



JACOB L. SCHERBATY  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE089779  
Expires 5/1/2015  
(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.

Jed Byerly  
(Signature of Assignee)

Jed Byerly, Chief Operating Officer  
(Name Printed)

Tax ID/SS# \_\_\_\_\_

Global Discoveries, Ltd.  
(Address)

STATE OF CALIFORNIA )  
COUNTY OF Stanislaus )

ss. 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

Michelle Reynosa  
(Signature of Notary)



(This area for official seal)

117-174 (3/85) (Ret-Perm)  
GD Number: 16641-168484

**CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY**

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 311-292-019-4  
Tax Sale Number: 008-018  
Item Number: 184  
Default Number: 2006-311292019-0000  
Date of Sale: 3/20/2012

The undersigned claimant, Global Discoveries, Ltd., claims \$82,664.00+/- 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 11<sup>th</sup> day of April, 2012 at Modesto, California.

By: [Signature]  
Jed Byerly, Chief Operating Officer  
Global Discoveries, Ltd. Tax ID #  
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) <b>BENEFICIAL FINANCIAL I INC</b>	
	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.) <b>PO BOX 1231</b> City, state, and ZIP code <b>BRANDON FLORIDA 33509-1231</b>	Requester's name and address (optional)
List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>																																						
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 <i>How to get a TIN</i> on page 3.																																						
Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="margin-bottom: 10px;"> <tr><td colspan="9">Social security number</td></tr> <tr><td> </td><td> </td><td> </td><td>-</td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table> <table border="1"> <tr><td colspan="9">Employer identification number</td></tr> <tr><td>3</td><td>3</td><td>-</td><td>0</td><td>8</td><td>2</td><td>4</td><td>5</td><td>6</td><td>5</td></tr> </table>	Social security number												-						Employer identification number									3	3	-	0	8	2	4	5	6	5
Social security number																																						
			-																																			
Employer identification number																																						
3	3	-	0	8	2	4	5	6	5																													

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. 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 2. 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 3. I am a U.S. citizen or other U.S. person (defined below).	
<b>Certification instructions.</b> 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.	
<b>Sign Here</b>	Signature of U.S. person ▶ <i>Elise Y. Stomas</i> Date ▶ <i>2-16-2012</i>

**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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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.



**Florida**  
**DRIVER LICENSE CLASS E**



**TIMOTHY JAMES WALLACE**

ISSUED: 08-01-2010  
 EXPIRES: 08-01-2016

RESTRICTIONS: NONE  
 ENDORSEMENTS: NONE

*Timothy James Wallace*

**SAFE DRIVER**  
 Operation of a motor vehicle contingent on any sobriety test required by law.

**RESTRICTIONS: A-Corrective Lenses**

**ENDORSEMENTS:**

**CLASS: E - Any non-commercial vehicle with a GVWR less than 28,001 lbs. or any RV**

**REPLACEMENT LICENSE REQUIRED WITHIN 10 DAYS OF ADDRESS OR NAME CHANGE.**  
 The State of Florida retains all property rights therein.



Executive Director  
*Julie Marsh*  
 Sandra C. Esposito  
 Director of Driver Licenses  
 100100000100  
 Rev Data 08-31-09

[www.flhsmv.gov](http://www.flhsmv.gov)



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

[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 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] (seal)  
Signature of Notary Public



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

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

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature  Agent  Addressee
- B. Received by (Printed Name)  X
- C. Date of Delivery
- D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below.  No

3. Service Type
- Certified Mail  Express Mail
- Registered  Return Receipt for Merchandise
- Insured Mail  COD
4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Transfer from service label)

7009 3410 0001 7918 3768

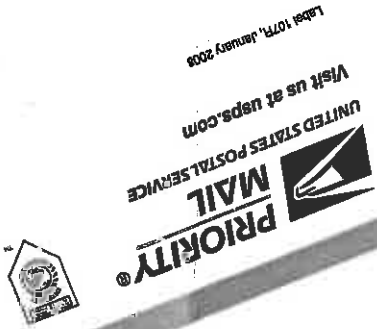
PS Form 3811, February 2004

Domestic Return Receipt

10255-02-11-1510

Global Discoverses  
 1120 13th Street, Suite A  
 Modesto, CA 95354

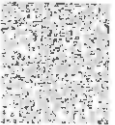
Adrian Potenciano  
 RIVERSIDE COUNTY  
 Excess Proceeds Dept  
 4080 Lemon St. 4th Floor  
 Riverside, CA 92502



7009 3410 0001 7918 3768



CERTIFIED MAIL



10192-184



STATE OF CALIFORNIA  
Franchise Tax Board, M/S A-340  
PO BOX 2952  
SACRAMENTO CA 95812-2952  
(916)845-7977

**ORDER TO WITHHOLD  
PERSONAL INCOME TAX**

**PART 1 — RETAIN FOR YOUR RECORDS**

Date: January 07, 2013

RIVERSIDE COUNTY TREASURER  
ATT: A. POTENCIANO TAX SALES  
OPERATIONS  
P O BOX 12005  
RIVERSIDE CA 92502-2205

Case No.: 311292019-4 Item 184  
Acct. No.:  
SSN:  
Tax Year(s): 1999, 2007, 2008, 2009 AND 2010

Taxpayer's Name and Address:

**AMOUNT DUE**  
\$ 10,641.97

HEIBERTO LEMUS  
1469 ASHBURY WAY #12  
PERRIS CA 92571

We are issuing THIS ORDER TO WITHHOLD to enforce payment of an amount due for California Personal Income Tax. The taxpayer has not paid the amount due, shown above. (See reverse side for applicable sections of the California Revenue and Taxation Code.)

THIS ORDER ATTACHES TO ALL CREDITS, PERSONAL PROPERTY, OR OTHER THINGS OF VALUE IN YOUR POSSESSION OR UNDER YOUR CONTROL BELONGING TO THE TAXPAYER. THIS INCLUDES, BUT IS NOT LIMITED TO, PAYMENTS DUE THE TAXPAYER AS A RESULT OF THE TAX- DEFAULT SALE OF PARCEL 311-292-019 ON MARCH 20, 2012. THIS ORDER PERTAINS TO A LIABILITY NOT CLAIMED HEREIN.

YOU ARE REQUIRED TO WITHHOLD the lesser of (1) the amount due shown above, or (2) the amount in your possession or under your control belonging to the taxpayer at the time you received this Order.

IN COMPLYING WITH THIS ORDER, WE REQUEST THAT YOU:

1. NOTIFY the taxpayer that you are withholding funds pursuant to the order by delivering PART 3 to the taxpayer as soon as possible.
2. RETAIN ANY FUNDS WITHHELD FOR 10 BUSINESS DAYS FROM THE DATE YOU RECEIVED THIS ORDER OR UNTIL THE DISTRIBUTION OF FUNDS HAVE BECOME FINAL, WHICHEVER IS LATER. AT THE END OF THE HOLDING PERIOD, REMIT ANY FUNDS WITHHELD UNLESS YOU HAVE RECEIVED A RELEASE FROM THIS DEPARTMENT. PLEASE INCLUDE A COPY OF THIS ORDER WITH YOUR REMITTANCE.
3. COMPLETE the questionnaire on PART 2. Please attach your remittance, if any, to that page and mail it to the Franchise Tax Board office shown at the top of this page (envelope enclosed).
4. ADVISE any interested parties to present claims to the Franchise Tax Board.
5. REFER to PART 2 if you possess or control any property other than cash, payments or credits belonging to the taxpayer.

## EXCERPTS FROM CALIFORNIA REVENUE AND TAXATION CODE

### 18670. NOTICE TO WITHHOLD, HOW SERVED

(a) The Franchise Tax Board may by notice, served personally or by first-class mail, require any employer, person, officer or department of the state, political subdivision or agency of the state, including the Regents of the University of California, a city organized under a freeholders' charter, or a political body not a subdivision or agency of the state, having in their possession, or under their control, any credits or other personal property or other things of value, belonging to a taxpayer or to an employer or person who has failed to withhold and transmit amounts due pursuant to this article, to withhold, from the credits or other personal property or other things of value, the amount of any tax, interest, or penalties due from the taxpayer or the amount of any liability incurred by that employer or person for failure to withhold and transmit amounts due from a taxpayer under this part and to transmit the amount withheld to the Franchise Tax Board at the times that it may designate. However, in the case of a depository institution, as defined in Section 19(b) of the Federal Reserve Act 12 U.S.C. Sec. 461(b)(1)(A), amounts due from a taxpayer under this part shall be transmitted to the Franchise Tax Board not less than 10 business days from receipt of the notice. To be effective, the notice shall state the amount due from the taxpayer and shall be delivered or mailed to the branch or office reported in information returns filed with the Franchise Tax Board, or the branch or office where the credits or other property is held, unless another branch or office is designated by the employer, person, officer or department of the state, political subdivision or agency of the state, including the Regents of the University of California, a city organized under a freeholders' charter, or a political body not a subdivision or agency of the state.

(b) (1) At least 45 days before sending a notice to withhold to the address indicated on the information return, the Franchise Tax Board shall request a depository institution to do either of the following:

(A) Verify that the address on its information return is its designated address for receiving notices to withhold.

(B) Provide the Franchise Tax Board with a designated address for receiving notices to withhold.

(2) Once the depository institution has specified a designated address pursuant to paragraph (1), the Franchise Tax Board shall send all notices to that address unless the depository institution provides notification of another address. The Franchise Tax Board shall send all notices to withhold to a new designated address 30 days after notification.

(3) Failure to verify or provide a designated address within 30 days of receiving the request shall be deemed verification of the address on the information return as the depository institution's designated address.

(c) Any corporation or person failing to withhold the amounts due from any taxpayer and transmit them to the Franchise Tax Board after service of the notice shall be liable for those amounts. However, in the case of a depository institution, if a notice to withhold is mailed to the branch where the account is located or principal banking office, the depository institution shall be liable for a failure to withhold only to the extent that the accounts can be identified in information normally maintained at that location in the ordinary course of business.

### 18672. FAILURE TO WITHHOLD, LIABILITY

Any employer or person failing to withhold the amount due from any taxpayer and transmit the same to the Franchise Tax Board after service of a notice pursuant to Section 18670 or 18671 is liable for those amounts.

### 18674. WITHHOLD AGENT, MUST PAY WITHOUT RESORTING TO ACTION

(a) Any employer or person required to withhold and transmit any amount pursuant to this article shall comply with the requirement without resort to any legal or equitable action in a court of law or equity. Any employer or person paying to the Franchise Tax Board any amount required by it to be withheld is not liable therefor to the person from whom withheld unless the amount withheld is refunded to the withholding agent. However, if a depository institution, as defined in 12 U.S.C. Section 461 (b)(1)(A) withholds and pays to the Franchise Tax Board pursuant to this article any monies held in a deposit account in which the delinquent taxpayer and another person or persons have an interest, or in an account held in the name of a third party or parties in which the delinquent taxpayer is ultimately determined to have no interest, the depository institution paying those monies to the Franchise Tax Board is not liable therefor to any of the persons who have an interest in the account, unless the amount withheld is refunded to the withholding agent.

(b) In the case of a deposit account or accounts for which this notice to withhold applies, the depository institution shall send a notice by first-class mail to each person named on the account or accounts included in the notice from the Franchise Tax Board, provided a current address for each person is available to the institution. This notice shall inform each person as to the reason for the hold placed on the account or accounts, the amount subject to being withheld and the date by which this amount is to be remitted to the Franchise Tax Board. An institution may assess the account or accounts of each person receiving this notice a reasonable service charge not to exceed three dollars (\$3).



STATE OF CALIFORNIA  
Franchise Tax Board, M/S A-340  
PO BOX 2952  
SACRAMENTO CA 95812-2952  
(916)845-7977

**ORDER TO WITHHOLD  
PERSONAL INCOME TAX  
PART 2 — RETURN WITH PAYMENT**

Date: January 07, 2013

RIVERSIDE COUNTY TREASURER  
ATT: A. POTENCIANO TAX SALES  
OPERATIONS  
P O BOX 12005  
RIVERSIDE CA 92502-2205

Case No.: 311292019-4 Item 184  
Acct. No.:  
SSN:  
Tax Year(s): 1999, 2007, 2008, 2009 AND 2010

Taxpayer's Name and Address:

HEIBERTO LEMUS  
1469 ASHBURY WAY #12  
PERRIS CA 92571

<p><b>AMOUNT DUE</b> \$ 10,641.97</p>
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**PLEASE COMPLETE THE QUESTIONNAIRE BELOW.**

A.  Payment of \$ \_\_\_\_\_ is attached.

Payment is not attached because (check one):

- B.  Account closed
- C.  Unable to locate account
- D.  No funds/nothing to report
- E.  Other (Please attach explanation.)

**NOTICE:**

If you possess or control any property other than cash or credits belonging to the taxpayer, (1) do NOT convert such property to cash as a result of this order, but provide us with a description of the property under your control and hold the property until you receive a release from this department. (2) If such property is sold for other reasons, remit the cash proceeds to this department.

Property other than cash may include, but is not limited to, stocks, bonds, stock options, stock rights, contents of safe deposit boxes, etc.

Contact this office at the address shown above if you are not sure how to proceed in special or unusual circumstances.



STATE OF CALIFORNIA  
Franchise Tax Board, M/S A-340  
PO BOX 2952  
SACRAMENTO CA 95812-2952  
(916)845-7977

**ORDER TO WITHHOLD  
PERSONAL INCOME TAX  
PART 3 — FURNISH TO TAXPAYER**

Date: January 07, 2013

RIVERSIDE COUNTY TREASURER  
ATT: A. POTENCIANO TAX SALES  
OPERATIONS  
P O BOX 12005  
RIVERSIDE CA 92502-2205

Case No.: 311292019-4 Item 184  
Acct. No.:  
SSN:  
Tax Year(s): 1999, 2007, 2008, 2009 AND 2010

Taxpayer's Name and Address:

HEIBERTO LEMUS  
1469 ASHBURY WAY #12  
PERRIS CA 92571

**AMOUNT DUE**

\$ 10,641.97

The Franchise Tax Board has issued an ORDER TO WITHHOLD to the addressee shown above under authorization of Section 18670 of the California Revenue and Taxation Code to enforce payment of an amount due for California Personal Income Tax.

The addressee has been instructed to deduct and withhold the amount due, shown above, from any credits or payments of any nature due, owing, and unpaid to you. Such credits and payments include, but are not limited to, deposits in financial institutions, declared dividends, rents, royalties, deposits in vacation or holiday trust funds, Individual Retirement Accounts, Keogh Accounts and other personal property in the possession of or controlled by the addressee.

The amount withheld by the addressee will be paid to the Franchise Tax Board and applied to your account for the tax years noted above. You should determine the amount withheld by the addressee and, if it is less than the amount due, you should forward payment of the remaining unpaid balance immediately to avoid further collection action. Please make your check or money order payable to the FRANCHISE TAX BOARD, attach it to this notice, and mail it to the Franchise Tax Board office shown at the top of this page.

**SPECIAL INFORMATION CONCERNING TAXPAYER RIGHTS**

If we levy upon your bank account in error, we can reimburse you for bank charges incurred as a result of our error. To receive reimbursement, you must write to us at the above address within 90 days from the date of the levy.

If immediate, full payment of the amount due will create an undue hardship, or if you have already paid the amount due, or if the amount is not due, contact us immediately. Please telephone the number shown at the top of this form for account information. You should have this notice with you when you call.

The Franchise Tax Board has a Taxpayer Advocate who reviews those cases where taxpayers have been unable to resolve their problems with the Franchise Tax Board through normal channels. To contact the Taxpayer Advocate, write to: Taxpayer Advocate Bureau, PO Box 157, Rancho Cordova CA 95741-0157. FAX (916) 845-6614. You may also email the Advocate at <http://www.ftb.ca.gov>.

## EXCERPTS FROM CALIFORNIA REVENUE AND TAXATION CODE

### 18670. NOTICE TO WITHHOLD, HOW SERVED

(a) The Franchise Tax Board may by notice, served personally or by first-class mail, require any employer, person, officer or department of the state, political subdivision or agency of the state, including the Regents of the University of California, a city organized under a freeholders' charter, or a political body not a subdivision or agency of the state, having in their possession, or under their control, any credits or other personal property or other things of value, belonging to a taxpayer or to an employer or person who has failed to withhold and transmit amounts due pursuant to this article, to withhold, from the credits or other personal property or other things of value, the amount of any tax, interest, or penalties due from the taxpayer or the amount of any liability incurred by that employer or person for failure to withhold and transmit amounts due from a taxpayer under this part and to transmit the amount withheld to the Franchise Tax Board at the times that it may designate. However, in the case of a depository institution, as defined in Section 19(b) of the Federal Reserve Act (12 U.S.C.A. Sec. 461(b)(1) (A)), amounts due from a taxpayer under this part shall be transmitted to the Franchise Tax Board not less than 10 business days from receipt of the notice. To be effective, the notice shall state the amount due from the taxpayer and shall be delivered or mailed to the branch or office reported in information returns filed with the Franchise Tax Board, or the branch or office where the credits or other property is held, unless another branch or office is designated by the employer, person, officer or department of the state, political subdivision or agency of the state, including the Regents of the University of California, a city organized under a freeholders' charter or a political body not a subdivision or agency of the state.

(b) (1) At least 45 days before sending a notice to withhold to the address indicated on the information return, the Franchise Tax Board shall request a depository institution to do either of the following:

(A) Verify that the address on its information return is its designated address for receiving notices to withhold.

(B) Provide the Franchise Tax Board with a designated address for receiving notices to withhold.

(2) Once the depository institution has specified a designated address pursuant to paragraph (1), the Franchise Tax Board shall send all notices to that address unless the depository institution provides notification of another address. The Franchise Tax Board shall send all notices to withhold to a new designated address 30 days after notification.

(3) Failure to verify or provide a designated address within 30 days of receiving the request shall be deemed verification of the address on the information return as the depository institution's designated address.

(c) Any corporation or person failing to withhold the amounts due from any taxpayer and transmit them to the Franchise Tax Board after service of the notice shall be liable for those amounts. However, in the case of a depository institution, if a notice to withhold is mailed to the branch where the account is located or principal banking office, the depository institution shall be liable for a failure to withhold only to the extent that the accounts can be identified in information normally maintained at that location in the ordinary course of business.

### 18672. FAILURE TO WITHHOLD, LIABILITY

Any employer or person failing to withhold the amount due from any taxpayer and to transmit the same to the Franchise Tax Board after service of a notice pursuant to Section 18670 is liable for such amounts.

### 18674. WITHHOLD AGENT, MUST PAY WITHOUT RESORTING TO ACTION

(a) Any employer or person required to withhold and transmit any amount pursuant to this article shall comply with the requirement without resort to any legal or equitable action in a court of law or equity. Any employer or person paying to the Franchise Tax Board any amount required by it to be withheld is not liable therefor to the person from whom withheld unless the amount withheld is refunded to the withholding agent. However, if a depository institution, as defined in 12 U.S.C. Sec. 461(b)(1)(A) withholds and pays to the Franchise Tax Board pursuant to this article any moneys held in a deposit account in which the delinquent taxpayer and another person or persons have an interest, or in an account held in the name of a third party or parties in which the delinquent taxpayer is ultimately determined to have no interest, the depository institution paying those moneys to the Franchise Tax Board is not liable therefor to any of the persons who have an interest in the account, unless the amount withheld is refunded to the withholding agent.

(b) In the case of a deposit account or accounts for which this notice to withhold applies, the depository institution shall send a notice by first-class mail to each person named on the account or accounts included in the notice from the Franchise Tax Board, provided that a current address for each person is available to the institution. This notice shall inform each person as to the reason for the hold placed on the account or accounts, the amount subject to being withheld, and the date by which this amount is to be remitted to the Franchise Tax Board. An institution may assess the account or accounts of each person receiving this notice a reasonable service charge not to exceed three dollars (\$3).





**FRANCHISE TAX BOARD**

COLLECTION ADVISORY TEAM, M/S A-340  
P. O. BOX 2952  
SACRAMENTO CA 95812-2952

January 07, 2013

In reply refer to:  
624:CAT:MJA

RIVERSIDE COUNTY TREASURER  
ATT: A. POTENCIANO TAX SALES OPERATIONS  
P O BOX 12005  
RIVERSIDE CA 92502-2205

Subject : ORDER TO WITHHOLD PERSONAL INCOME TAX  
Sale No. : 311292019-4  
Item : 184

When the Franchise Tax Board receives a request for a claim to excess proceeds and there is an unpaid balance for California Personal Income Tax that is not secured by a recorded lien, this department may issue to the trustee an ORDER TO WITHHOLD PERSONAL INCOME TAX. Pursuant to Revenue and Taxation Code 18670(a), this order attaches to all credits, personal property or other things of value in your control belonging to Heriberto Lemus. When paying the Franchise Tax Board by check, it is essential that the FTB account number appear on the check. Referencing any other number will delay the processing of the check.


If you have any questions regarding this claim, please contact the undersigned.

A handwritten signature in black ink, appearing to read "Matthew Andrade".

Matthew Andrade, Specialist  
Collection Advisory Team  
(916) 845-7977

Recording Requested by

STATE OF CALIFORNIA  
FRANCHISE TAX BOARD X  
Sacramento CA 95812-2952

DOC # 2010-0174454  
04/15/2010 08:00A Fee:NC  
Page 1 of 1  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder  


And When Recorded Mail to

Special Procedures Section X  
PO BOX 2952 -  
Sacramento CA 95812-2952



NOTICE OF STATE TAX LIEN X

FILED WITH: RIVERSIDE

CERTIFICATE NUMBER: 10096397368 X

M  
026  
026

The Franchise Tax Board of the State of California hereby certifies that the following named taxpayer(s) is liable under parts 10 or 11 of Division 2 of the Revenue and Taxation Code to the State of California for amount due and required to be paid by said taxpayer as follows:

Name of Taxpayer(s) : HEIBERTO LEMUS X

FTB Account Number : 2300037166

Social Security Number(s) :

Last Known Address : 1469 ASHBURY WAY 12 X  
: PERRIS CA 92571-3934

For Taxable Years : 2007,2006

TAX	PENALTY	INTEREST	COLLECTION FEES	PAYMENTS	ADJUSTMENTS	* TOTAL
\$6,708.00	\$2,772.00	\$883.25	\$441.00	\$-4,488.07	\$-2,328.00	\$3,988.18

Further interest and fees will accrue at the rate prescribed by law until paid; that the Franchise Tax Board of the State of California complied with all of the provisions of parts 10 or 11 of Division 2 of the Revenue and Taxation Code of the State of California in computing, levying, determining and assessing the tax; the said amounts are due and payable and have not been paid. Said lien attaches to all property and rights to such property now owned or later acquired by the taxpayer.

IN WITNESS WHEREOF, the Franchise Tax Board of the State of California has duly authorized the undersigned to execute this Notice in its name.

DATED: 04/09/10

FRANCHISE TAX BOARD  
of the State of California

Collection Bureau  
Telephone Number: (916) 845-4350

By: 

\*Additional interest is accruing at the rate prescribed by law.

Authorized facsimile signature.

FTB 2930 V1 ARCS (REV 03-2008)

Public Record

**RELIABLE ASSET RECOVERY, LLC**2102 Business Center Drive, Suite 180G  
Irvine, CA 92612

Phone: (949) 250-6391; Fax: (949) 253-4656

July 27, 2012

RECEIVED  
2012 AUG 15 AM 10:46  
RIVERSIDE COUNTY  
TREASURER-TAX COLLECTOR**DON KENT, Treasurer-Tax Collector**

P.O. Box 12005

Riverside, CA 92502-2205

Attn: Tax Sale Operations

**CERTIFIED MAIL RECEIPT****#7010 3090 0000 463904767****RE: CLAIM OF EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY****APN: 3112920194****Situs: 1469 Ashbury Way, Perris, CA****Assessee: Heriberto Lemus and Maritza Inzunza****Date of Sale: March 20, 2012**

Dear Mr. Don Kent:

This office represents **Heriberto Lemus and Maritza Inzunza** (hereinafter collectively referred to as "Parties of Interest") in regards to the above-described Claim of Excess Proceeds.

This claim is being submitted pursuant to California Revenue and Taxation Code Section 4675(b) and 4675(c) for the benefit of Parties of Interest herein. Accordingly, please find enclosed the following documentation in support of our clients' claims for the refund of excess proceeds from the sale of their tax-defaulted property, as noted above:

1. Two (2) **AUTHORIZATIONS FOR AGENT TO COLLECT EXCESS PROCEEDS**, duly signed and notarized by all interested parties;
2. **LIMITED POWER OF ATTORNEY**, duly signed, dated, and notarized;
3. **AGREEMENT** between Parties in Interest and Reliable Asset Recovery, LLC;
4. Clear copy of **CA Driver's License** Maritza Inzunza;
5. Clear copy of **CA Driver's License** Heriberto Lemus; and
6. **GRANT DEED**, Certified by Riverside County Clerk's office on April 3, 2012

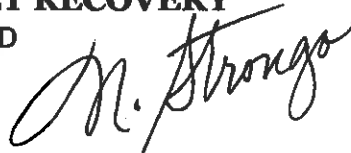
Please use the following address, should this claim be approved, in payment to:

**RELIABLE ASSET RECOVERY**  
2102 BUSINESS CENTER DRIVE, SUITE 180G  
IRVINE, CA 92612

Very truly yours,

**RELIABLE ASSET RECOVERY**

By: Nancy Strongo, JD



AUTHORIZATION FOR AGENT 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 make Reliable Asset Recovery my agent to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 3112920194 sold at public auction on March 20, 2012. I understand that I AM NOT SELLING MY RIGHT TO THE REFUND, but merely naming an agent for collection purposes for my convenience.

I also understand that the total of excess proceeds available for refund is \$ 82,664.00 and that I have a right to file a claim for this refund on my own, without the help of an agent. For valuable consideration received my agent is appointed to act on my behalf.

[Signature]  
(Signature of Party of Interest)

HERIBERTO LEMUS  
(Name Printed)

1469 ASHUR WAY  
(Address)

STATE OF CALIFORNIA )ss.  
COUNTY OF RIVERSIDE )

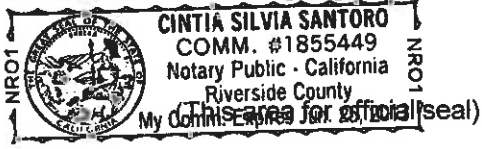
Perris, CA 92571  
(City/State/Zip)

951-553-6885  
(Area Code/Telephone Number)

On July 2, 2012, before me, CINTIA SILVIA SANTORO <sup>NOTARY</sup> personally appeared HERIBERTO LEMUS, who proved to me on the basis of satisfactory evidence to be the person  whose name  subscribed to the within instrument and acknowledged to me that  he/she/it executed the same in  his/her/their authorized capacity , and that by  his/her/their signature  on the instrument the person , or the entity upon behalf of which the person  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]  
(Signature of Notary)



I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest, pursuant to Section 4675 of the California Revenue and Taxation Code, the full amount of excess proceeds available and ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN, WITHOUT THE HELP OF AN AGENT.

Nancy L. Strongo/Owner  
(Signature of Agent)

Nancy Strongo/Reliable Asset Recovery  
(Name Printed)

2102 Business Center Dr. #1806  
(Address)

STATE OF CALIFORNIA )ss.  
COUNTY OF RIVERSIDE )

Irvine, CA 92612  
(City/State/Zip)

On July 2, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared NANCY STRONGO, who proved to me on the basis of satisfactory evidence to be the person  whose name  subscribed to the within instrument and acknowledged to me that  she/it executed the same in  his/her/their authorized capacity , and that by  his/her/their signature  on the instrument the person , or the entity upon behalf of which the person  acted, executed the instrument.

WITNESS my hand and official seal.  
[Signature]  
(Signature of Notary)



Cintia Silvia Santoro  
NOTARY PUBLIC

AUTHORIZATION FOR AGENT 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 make Recovery, LLC my agent to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 3112920194 sold at public auction on March 20, 2012. I understand that I AM NOT SELLING MY RIGHT TO THE REFUND, but merely naming an agent for collection purposes for my convenience.

I also understand that the total of excess proceeds available for refund is \$ 82,664 and that I have a right to file a claim for this refund on my own, without the help of an agent. For valuable consideration received my agent is appointed to act on my behalf.

[Signature]  
(Signature of Party of Interest)

Maritza Inzunza  
(Name Printed)

1469 Ashbury Way  
(Address)

Perris, CA  
(City/State/Zip)

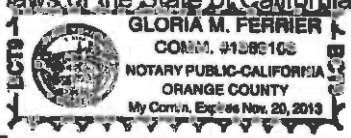
951-490-2601  
(Area Code/Telephone Number)

STATE OF CALIFORNIA )ss.  
COUNTY OF Orange

On 6-28-12 before me, GLORIA M. FERRIER, personally appeared MARITZA INZUNZA, 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.  
Gloria M. Ferrier  
(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, pursuant to Section 4675 of the California Revenue and Taxation Code, the full amount of excess proceeds available and ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN, WITHOUT THE HELP OF AN AGENT.

[Signature]  
(Signature of Agent)

Reliable Asset Recovery, LLC By: Nancy Strongo, JD  
(Name Printed) Managing Member

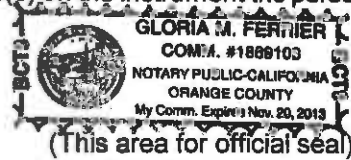
2102 Business Center Drive #180 G  
(Address)

Irvine, CA 92612  
(City/State/Zip)

STATE OF CALIFORNIA )ss.  
COUNTY OF Orange

On 6-28-12 before me, the undersigned, a Notary Public in and for said State, personally appeared NANCY L. STRONGO, 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.  
Gloria M. Ferrier  
(Signature of Notary)



(This area for official seal)

**LIMITED POWER OF ATTORNEY**

I, Heriberto Lemus, Maritza Inzunza  
hereby designate Nancy Strongo of RELIABLE ASSET RECOVERY (hereinafter, "RAR") as my true and lawful attorney-in-fact, and to be my agent in and for the purpose of conducting, managing, executing documents, and acting in my stead in relation to any and all acts pertaining to a tax sale excess proceeds claim pursuant to California Revenue and Taxation Code, Section 4675, in the approximate amount of \$82,064 eighty-two thousand and six hundred and sixty four dollars and 04/100, resulting from the 2012 Tax Deed Sale by the County of Riverside, State of California County Assessor's Office on 3/20/12, Case Number 2012-184-31295, including any or all of the following acts, documents or things:

- 1.0 To retain legal counsel to represent me in obtaining the surplus from the Riverside County Tax Collector's Office;
- 2.0 To execute any and all documents necessary to effectuate my claim with the Riverside County Collector's Office;
- 3.0 To endorse and deposit checks issued by the Riverside County Collector's or Assessor's or Auditor's or Treasurer's office;
- 4.0 To pay RAR an agreed upon percentage of the proceeds obtained on my behalf;
- 5.0 To turn over the net proceeds of any claim to me.

The above special enumerated powers are to aid in giving power and authority to RAR for the express purpose of obtaining assets and filing claim on behalf of the undersigned relating to paragraph one herein above stated. They are not to be construed in limitation or definition thereof. RAR hereby reserves the right of revocation. This Limited Power of Attorney shall not be affected by my subsequent disability or incapacity or by lapse of time.

This Limited Power of Attorney is governed by the law of the State of California.  
IN WITNESS WHEREOF, I have hereunto set my hand and seal, this day of September, 2011.

Signature: [Signature] S.S.#: \_\_\_\_\_  
Heriberto Lemus

Signature: [Signature] S.S.#: \_\_\_\_\_  
Maritza Inzunza

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES /

*see attachment for notary*

Before me, a Notary Public in and for said County and State personally appeared, who acknowledged the execution of the foregoing Limited Power of Attorney. Witness my had and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2012. My Commission expires on: \_\_\_\_\_

Signature of Notary Public: \_\_\_\_\_ Date: \_\_\_\_\_

*SEE ATTACH FORM FOR NOTARY SEAL.*

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Bernardino

On March 29, 2012 before me, Brittney Alexandria Jasso, Notary Public  
(Here insert name and title of the officer)

personally appeared Maritza Inzunza

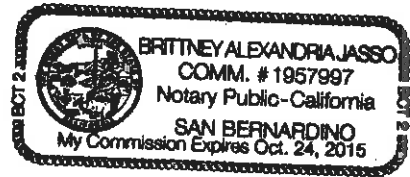
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument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

Brittney Jasso  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

### DESCRIPTION OF THE ATTACHED DOCUMENT

Limited power of attorney  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 3/29/12

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

# California All-Purpose Acknowledgment

State of California

County of RIVERSIDE

} s.s.

On MARCH 29, 2012 before me, CINTIA SILVIA SANTORO NOTARY PUBLIC  
Name of Notary Public, Title

personally appeared HERIBERTO LEMUS  
Name of Signer (1)

N/A  
Name of Signer (2)

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



Seal

## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of LIMITED POWER OF ATTORNEY containing 1 pages, and dated 03/29/2012.

The signer~~s~~ capacity or authority is/are as:

- Individual~~s~~
- Attorney-in-fact
- Corporate Officer(s) \_\_\_\_\_  
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) Entity(ies) Signer is Representing

Optional Information	
<b>Method of Signer Identification</b>	
Proved to me on the basis of satisfactory evidence:	
<input type="checkbox"/> form(s) of identification	<input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on:	
Page # _____	Entry # _____
Notary contact: _____	
<b>Other</b>	
<input type="checkbox"/> Additional Signer	<input type="checkbox"/> Signer(s) Thumbprints(s)
<input type="checkbox"/> _____	



## AGREEMENT

This Agreement is entered into this 3/29 day of, 2012, **RELIABLE ASSET RECOVERY LLC** (hereinafter referred to as **RAR**), located at 2102 Business Center Drive #180, Irvine CA 92612 and Heriberto Lemus and Maritza Inzunza (hereinafter referred to as "**Claimant**"), as follows:

Property Address: 1469 Ashbury Way Perris CA

APN# 3112920194

In consideration of RAR bringing to my the undersigned assets to which I **CLAIMANT**, may have interest-the nature of which has not been disclosed to me by RAR, but the nature of which shall be disclosed to me upon signing of this Agreement, and

In consideration of the work performed to date by **RAR**, and of further investigation and legal services to be performed on my behalf by **RAR**, to gather all information regarding my claim;

**I, CLAIMANT, DO HEREBY ASSIGN to RAR**, an amount equal to twenty-five percent (25%) of any sum of money, i.e., net proceeds, recovered by RAR on my behalf, now and in the future to this one claim only, subject to the following conditions:

- 1.0 RAR agrees to pay all expenses to prove my claim and **CLAIMANT** will not have to advance any money toward that effort at any time.
- 2.0 RAR is authorized to retain a law firm, subject to **RAR's** sole discretion and expense, and at no cost to **CLAIMANT**, to request my claim and recover all assets due to me. Also, said attorney's fee shall not be deducted from my claim collected subject to this Agreement.
- 3.0 RAR is further authorized to act as my Agent in order to process and collect any funds due to me regarding this claim.
- 4.0 If **Claimant** receives no assets, RAR will likewise receive nothing and this Agreement shall be null and void.
- 5.0 RAR may cancel this agreement if (1) RAR concludes it cannot handle this claim in an economical or favorable manner; or (2) if, after further investigation by **RAR**, **RAR** concludes this claim does not appear to have merit.

By: [Signature] DATE: 3-29-12  
(Property Owner Signature)

Printed Name: Heriberto Lemus PHONE: 951-553-6885

By: [Signature] DATE: 3-29-2012  
(Property Owner signature)

Printed Name: Maritza Inzunza PHONE: 951 490 2601

### RELIABLE ASSET RECOVERY

BY: [Signature] DATE: 3-30-12  
Nancy Strongo, President





Gateway Title Company - Colton

138840

RECORDING REQUESTED BY  
Carriage Escrow, Inc.-Temecula  
AND WHEN RECORDED MAIL TO:  
HERIBERTO LEMUS  
MARITZA INZUNZA  
1469 ASHBURY WAY  
PERRIS, CA 92571

RECEIVED FOR RECORD  
AT 8:00 AM

PAID  
Doc. Transfer Tax  
Riv. Co. Recorder

APR 10 1998

Recorded in Official Records  
of Riverside County, California  
Recorder  
Fees \$ 6

T  
LW

3833837  
ESCROW NO.: E2293  
AUCTION NO.:

Space Above This Line for Recorder's Use Only  
OLD CASE NO.: 046-652629  
A.P.N. 311-292-019-4

NEW CASE NO.: USE ECHO SYST  
DOC. TRANS. TAX \$82.50

GRANT DEED

For value received, ANDREW M. CUOMO, Secretary of Housing and Urban Development, of Washington, D.C., grants to HERIBERTO LEMUS, a single man and MARITZA INZUNZA, a single woman as Joint Tenants

Lot 10 of Tract 20280-5, in the City of PERRIS, County of Riverside, State of California, as shown by map on file in Book 169, Page(s) 47, 48, 49 and 50, Inclusive of Maps, in the Office of the County Recorder of said County.

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 3-17-98, 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).

ANDREW M. CUOMO  
Secretary of Housing and Urban Development

BY: Robert A. Kube (Seal)  
ROBERT A. KUBE, SENIOR REO SPECIALIST (Title)  
HUD Office, Santa Ana, California

Document Date: March 13, 1998

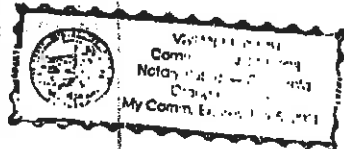
STATE OF CALIFORNIA  
COUNTY OF ORANGE

On 3-17-98 before me, Vivian M. Dast  
personally appeared ROBERT A. KUBE, SENIOR REO SPECIALIST

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: Vivian M. Dast



525022205 2500

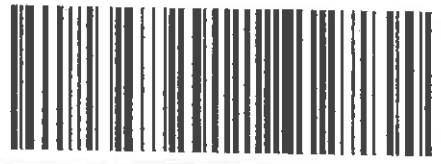
RECEIVED

AUG 14 2012

TREASURER-TAX COLLECTOR

DON KENT, Treasurer-Tax Collector  
P.O. Box 12005  
Riverside, CA 92502-2205  
Attn: Tax Sale Operations

7010 3090 0000 4639 4757



CERTIFIED MAIL

Reliable Asset Recovery, LLC  
2102 Business Center Drive, #180G  
Irvine, CA 92612



09/09/2012  
15:58:10

Master

POSTAGE  
\$05  
ZIP 9  
011011