

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS DATE 7/13/15

Departmental Conference

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

764A



FROM: Don Kent, Treasurer/Tax Collector

SUBMITTAL DATE:

JUL 13 2015

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 196, Item 201. Last assessed to: Orange Crest Real Estate Corp., a California Corporation. District 5 [\$1,148] Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Tom Gutierrez for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 351113001-5;

(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 April 29, 2013 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 20, 2013. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 17, 2013 to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

(continued on page two)

Don Kent
 Don Kent
 Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 1,148	\$ 0	\$ 1,148	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale	Budget Adjustment: N/A
	For Fiscal Year: 15/16

C.E.O. RECOMMENDATION: **APPROVE**

BY: *Samuel Wong*
 Samuel Wong

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Benoit
 Nays: None
 Absent: Ashley
 Date: August 18, 2015
 xc: Treasurer, Auditor

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

9-15

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

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

FORM 11: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 196, Item 201. Last assessed to: Orange Crest Real Estate Corp., a California Corporation. District 5 [\$1,148] Fund 65595 Excess Proceeds from Tax Sale.

DATE: JUL 13 2015

PAGE: Page 2 of 2

RECOMMENDED MOTION:

2. Deny the claim from Kunihei Kawasaki and Yumiko Kawasaki;
3. Deny the claim from D. Stephen Monson Esq., attorney for Kunihei Kawasaki;
4. Deny the claim from John E. Nygaard and Mary M. Nygaard;
5. Deny the claim from Evaristo Gallardo;
6. Deny the claim from Joseph Gyurko;
7. Authorize and direct the Auditor-Controller to issue a warrant to Tom Gutierrez in the amount of \$1,148.47 no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

BACKGROUND:

Summary (continued)

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

1. Claim from Tom Gutierrez based on a Deed of Trust and Assignment of Rents recorded April 11, 2008 as Instrument No. 2008-0181653.
2. Claim from Kunihei Kawasaki and Yumiko Kawasaki based on an Abstract of Judgment recorded March 18, 2009 as Instrument No. 2009-0131266 and an Abstract of Judgment recorded April 6, 2009 as Instrument No. 2009-0167049.
3. Claim from D. Stephen Monson Esq., attorney for Kunihei Kawasaki based on Abstract of Judgment recorded April 6, 2009 as Instrument No. 2009-0167049.
4. Claim from John E. Nygaard and Mary M. Nygaard based on an Abstract of Judgment recorded March 18, 2009 as Instrument No. 2009-0131268.
5. Claim from Evaristo Gallardo based on an Abstract of Judgment recorded March 18, 2009 as Instrument No. 2009-0131271.
6. Claim from Joseph Gyurko based on an Abstract of Judgment recorded March 23, 2009 as Instrument No. 2009-0140402.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Tom Gutierrez be awarded excess proceeds in the amount of \$1,148.47. Since the amount claimed by Tom Gutierrez exceeds the amount of excess proceeds available, there are no funds available for consideration for the claims from Kunihei Kawasaki and Yumiko Kawasaki, D. Stephen Monson Esq., attorney for Kunihei Kawasaki, John E. Nygaard and Mary M. Nygaard, Evaristo Gallardo, and Joseph Gyurko. 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 a lien holder of the property.

ATTACHMENTS (if needed, in this order):

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

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 196 Item 201 Assessment No.: 351113001-5

Assessee: ORANGE CREST REAL ESTATE COR

Situs: 29750 CROSS HILL DR CANYON LAKE 92587

Date Sold: April 29, 2013

Date Deed to Purchaser Recorded: June 20, 2013

Final Date to Submit Claim: June 20, 2014

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$13,600 from the sale of the above mentioned real property. I/We were the lienholder(s), property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2008-0181653; recorded on 4-11-2008. A copy of this document is attached here to. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

DEED OF TRUST AND ASSIGNMENT OF RENTS

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

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

Executed this 1 day of Oct., 2013 at Los Angeles, CA.
County, State

Tom Gutierrez
Signature of Claimant

Signature of Claimant

Tom Gutierrez
Print Name

Print Name

P.O. Box 11342
Street Address

Street Address

Whittier, CA. 90603
City, State, Zip

City, State, Zip

562-881-5752
Phone Number

Phone Number

DOC # 2008-0181653

04/11/2008 08:00A Fee:35.00

Page 1 of 6

Recorded in Official Records
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



When Recorded Mail To

Desmanos Investments, LLC
P.O. Box 11342
Whittier, CA 90603

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
2			6		1				1
(M)	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM

36



DEED OF TRUST AND ASSIGNMENT OF RENTS

Loan No. 351113-1-TGOC
APN: 351-113-001

This Deed of Trust, made this 10th day of April, 2008, among the Trustor, **Orange Crest Realty Corporation, A California Corporation** (herein "Borrower"), **Desmanos Investments, LLC** (herein "Trustee"), and the Beneficiary, **Tom Gutierrez**, as to an **undivided 100.000% interest equal to \$13,600.00** (herein "Lender").

The beneficiaries (or assignees) of this deed of trust have agreed in writing to be governed by the desires of the holders of more than 50% of the record beneficial interest therein with respect to actions to be taken on behalf of all holders in the event of default or foreclosure or for matters that require direction or approval of the holders, including designation of the broker, servicing agent, or other person acting on their behalf, and the sale, encumbrance or lease of real property owned by the holders resulting from foreclosure or receipt of a deed in lieu of foreclosure.

GRANT IN TRUST, WITH POWER OF SALE

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the county of **Riverside**, State of California described on "Exhibit A" attached hereto;

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, and water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, 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 herein referred to as the "Property";

THIS FIRST DEED OF TRUST IS MADE TO SECURE TO LENDER:

(a) the repayment of the indebtedness evidenced by Borrower's note (herein "Note") dated **April 10, 2008**, in the principal sum of U.S. **\$13,600.00** with payment of interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; the performance of the covenants and agreements of Borrower herein contained; and (b) repayment of any future advances, with interest thereon, made to the Borrower by Lender pursuant to paragraph 19 hereof (herein "Future Advances"); (c) performance of each and every agreement, obligation, covenant and condition made by or imposed upon Borrower under this Deed of Trust (including, without limitation, those contained in any document incorporated by reference herein) and all supplements, amendments, modifications, extensions and renewals thereof; and in addition (d) this Deed of Trust shall provide the same security on behalf of the Lender, to cover extensions, modifications or renewals, including without limitation, extensions, modifications or renewals of the Note at a different rate of interest; and the performance of the covenants and agreements of Borrower herein contained.

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

UNIFORM COVENANTS. BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

INIT.

1. Payments of Principal and/or Interest. Borrower shall promptly pay, when due, the principal of and/or interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and/or interest on any Future Advances secured by the Deed of Trust.

2. Funds for Taxes and Insurance (Impounds). Subject to applicable law, and if required by the 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 an 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 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, 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 18 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 provides 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, if applicable, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Prior Mortgages and Deeds of Trust; 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, at least 10 days before delinquency, 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 agrees to provide, maintain and deliver to Lender fire insurance satisfactory and with loss payable to Lender. The amount collected under any fire or other insurance policy may be applied by Lender upon any indebtedness secured hereby and in such order as Lender may determine, or at option of Lender the entire amount so collected or any part thereof may be released to the Borrower. Such application or release shall not cure or waive any Default or Notice of Default hereunder or invalidate any act done pursuant to such notice.

The insurance carrier providing the insurance shall be chosen by 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 a 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 their insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

If Borrower obtains earthquake, flood or any other hazard insurance, or any other insurance on the Property, and such insurance is not specifically required by the Lender, then such insurance shall: (i) name the Lender as loss payee thereunder, and (ii) be subject to all of the provisions of this paragraph 5.

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 of 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 affects Lender's interest in the Property, including but not limited to proceedings by the Lender to obtain relief from stay in any bankruptcy proceeding which would prohibit Lender enforcing its rights under the Deed of Trust, then Lender, at Lender's option, may make such appearances, disburse such sums, including reasonable attorney's 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.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, including but not limited to payment of delinquent taxes and assessments, insurance premiums due, and delinquent amounts owed to prior lien holders, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts as are disbursed by Lender shall be payable, upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable on the Note. 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 inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in conjunction 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. At any time or from time to time, without liability therefore and without notice upon written request of Lender and presentation of this Deed and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge thereof. Trustee may, but shall be under no obligation or duty to, appear in or defend any action or proceeding purporting to affect said property or the title thereto, or purporting to affect the security hereof or the rights or powers of Lender or Trustee.

11. Forbearance by Lender Not a Waiver. 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. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. 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 16 hereof. All covenants and agreements of Borrower shall be joint and several.

14. 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 or the Property 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 or to such other address as Lender or Agent 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.

15. Governing Law. This Deed of Trust shall be governed by the Laws of the State of California. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not effect 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 the Deed of Trust are declared to be severable.

16. Lender's Right to Require The Loan to be Paid Off Immediately. If the Borrower shall sell, or transfer 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, (b) or a transfer by devise, descent, or by operation of law upon the death of a joint tenant, the Lender may, at its option declare the Note and

any other obligations secured by this Deed of Trust, together with accrued interest thereon, immediately due and payable, in full. No waiver or the Lender's right to accelerate shall be effective unless it is in writing.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed 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 paragraphs 17 and 18 hereof.

17. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, and without regard to the adequacy of any security for the indebtedness hereby secured, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 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 18 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 attorney's 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.

18. Default; Acceleration; Additional Remedies. Any of the following events shall be deemed a default under this Deed of Trust: (a) the occurrence of a default in the payment, when due, of principal or interest on the Note or any other sum secured hereby; or (b) the occurrence of a default under any term, covenant, agreement, condition, provision, representation or warranty of Borrower contained in this Deed of Trust or any other agreement secured hereby; or (c) the occurrence of a default under any other note evidencing a loan made by Lender or serviced, arranged or made by its Affiliates to Borrower or Borrower's partner, member, subsidiary or Borrower's Affiliate. As used in this Deed of Trust, "Affiliate" means any person or entity directly or indirectly controlling, controlled by or under common control with a designated person or entity. Upon the occurrence of any default under this Deed of Trust, Lender may, at its option, declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written Notice of Default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Trustee shall be entitled to rely upon the correctness of such notice. Lender also shall deposit with Trustee this Deed, said Note and all documents evidencing expenditures secured hereby.

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

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

19. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such advances with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

20. Reconveyance. Upon written request of Lender stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." The Trustee may destroy said Note, this Deed or Trust (and any other documents related thereto) upon the first to occur of the following: 5 years after issuance of a full reconveyance; or, recordation of the Note and Deed of Trust in a form or medium which permits their reproduction for 5 years following issuance of a full reconveyance.

21. Substitution of Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

22. Request for Notices. Borrower requests that copies of the notice of sale and notice of default be sent to Borrower's address which is the Property Address.

INIT. 

[44874/Main]
Deed of Trust Page 4 of 5



2008-0101653
04/11/2008 08:08A
4 of 6

23. **Statement of Obligation.** Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligations.

MISCELLANEOUS PROVISIONS

24. **Construction or Home Improvement Loan.** If the loan secured by this Deed of Trust is a construction or home improvement loan, Borrower is required to perform according to the terms and conditions of each agreement contained in any building, home improvement or similar agreement between the Borrower and Lender.

25. **Acceptance by Lender of a Partial Payment After Notice of Default.** By accepting partial payment (payments which do not satisfy a default or delinquency in full) of any sums secured by this Deed of Trust after a Notice of Default has been recorded, or by accepting late performance of any obligation secured by this Deed of Trust, or by adding any payment so made to the loan secured by this Deed of Trust, whether or not such payments are made pursuant to a court order, the Lender does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to make any such prompt payment or to perform any such act. No exercise of any right or remedy of the Lender or Trustee under this Deed of Trust shall constitute a waiver of any other right or remedy contained in this Deed of Trust or provided by law.

**REQUEST FOR SPECIAL 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 care of Lender's Servicing Agent, at it's address set forth on page one of this Deed of Trust, of any default under the superior encumbrances and of any sale or other foreclosure action.

IN WITNESS WHEREOF, BORROWER HAS EXECUTED THIS DEED OF TRUST

**Borrower: Orange Crest Realty Corporation, A
California Corporation**


BY: **Ronald Shade, President**

4/10/08
Date

BY: _____ Date

State of California
County of RIVERSIDE

On 4/10/08 before me, JUDI MCCARTY

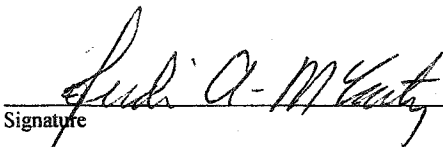
_____, Notary Public, personally appeared _____

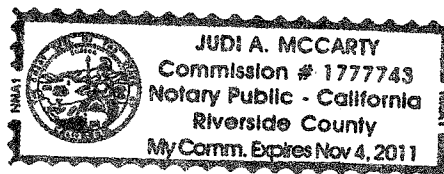
RONALD SHADE

~~Personally know 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.

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)

EXHIBIT "A"

LOT 244 OF QUAIL VALLEY LAKE VIEW TRACT, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 38 PAGES 10 THROUGH 13 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.



2008-0181653
04/11/2008 08:00A
6 of 6

NOTE SECURED BY A DEED OF TRUST

Loan Number: 351113-1-TGOC
Property Addresses: 351-113-001

Date: April 10, 2008

Riverside, California

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. **\$10,000.00** (this amount will be called "principal"), to the order of **Desmanos Investments, LLC** (who will be called "Lender"). I understand that the Lender may transfer this Note. The Lender or anyone else who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder(s)."

2. INTEREST

I will pay interest at a yearly rate as described in paragraph 3 below. Interest shall be calculated based upon a 360 day year and, when less than one month's period, charged for the actual number of days elapsed.

Interest commences on April 10, 2008, and, if paragraph 3 reflects more than one interest rate during the loan term, the rate will change on the date which is one (1) calendar Frequency before each Payment Start Date.

Interest will be charged on unpaid principal until the full amount of principal has been paid.

I also agree to pay interest at the rate described in paragraph 3 below on the prepaid finance charges which are a part of the principal.

3. PAYMENTS

My payments are Interest Only Fully Amortized Other

I will make my payments each Frequency as follows:

Number of Payments	Payment Start Dates	Interest Rates	Payment Amounts
23	May 10, 2008	18%	\$150.00
1	April 10, 2010	18%	\$10,150.00

I will make these payments until I have paid all of the principal and interest and any other charges that I may owe under this Note. If on April 10, 2010 (the "Due Date") I still owe amounts under this Note (balloon balance), I will pay all those amounts, in full, on that date.

I will make my payments payable to **Desmanos Investments, LLC account # 7142037261** a different place if I am notified by the Note Holder or the Agent for the Note Holder.

All payments made by the maker on this Note shall be credited first against amounts payable to Lender by Borrower under paragraph 2 of the Security Instrument, if applicable, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances (as defined in the Security Instrument).

4. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) If I do not pay the full amount of each payment by the end of ten calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **10%** of my overdue payment or U.S. \$5.00, which ever is more. I will pay this late charge only once on any late payment.

In the event a balloon payment is delinquent more than 10 days after the date it is due, I agree to pay a late charge in an amount equal to the maximum late charge that could have been assessed with respect to the largest single monthly installment previously due, other than the balloon payment, multiplied by the sum of one plus the number of months occurring since the late payment charge began to accrue.

(B) **Default.** If I do not pay the full amount of each monthly payment due under this Note by the date stated in paragraph 3 above, I will be in default, and the Note Holder may demand that I pay immediately all amounts that I owe under this Note.

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

Note Holder reserves the right to increase the interest rate by 5% above the interest rate in effect at the time of the breach or default. Beginning when such amounts began to be owed.

(C) **Payment of Note Holder's Costs and Expenses.** If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back for all its costs and expenses to the extent not prohibited by applicable law.

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as "prepayment." If I pay all or part of the loan principal before it is due, whether such payment is made voluntarily or involuntarily, I agree to pay a prepayment penalty computed as follows: **NO PREPAYMENT PENALTIES**

6. BORROWER'S WAIVERS

I waive my rights to require the Note Holder to do certain things. Those things are: (a) to demand payment of amounts due (known as "presentment"); (b) to give notice that amounts due have not been paid (known as "notice of dishonor"); (c) to obtain an official certification of nonpayment (known as "protest"). Anyone else who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or who signs this Note to transfer it to someone else, also waives these rights. These persons are known as "guarantors, sureties and endorsers."

7. RESPONSIBILITIES OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of the guarantor, surety, or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that anyone of us may be required to pay all of the amounts owed under this Note.

8. THIS NOTE IS SECURED BY A DEED OF TRUST

In addition to the protection given to the Note Holder under this Note, a Deed of Trust (the "Security Instrument") with a Due-on-Transfer Clause dated the same date of this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in the Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

9. **This Note is expressly limited**, so that in no event or contingency whatsoever shall any sum payable hereunder exceed the highest lawful rate under the applicable usury laws. If, under any circumstances whatsoever, any sum payable hereunder exceeds that highest lawful rate, then ipso facto the amount payable shall be reduced to a lower amount computed with reference to that highest lawful rate.

BORROWER: Orange Crest Realty Corporation, A
California Corporation



BY: Ronald Shade, President

DO NOT DESTROY THIS NOTE: When paid it must be surrendered to the Trustee, together with the Deed of Trust securing same for cancellation, before reconveyance will be made.

March 11, 2015

Tom Gutierrez
P.O. Box 11342
Whittier, CA 90603

Re: APN: 351113001-5
TC 196, Item 201
Date of Sale: April 29, 2013

To Whom It May Concern:

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale.

Please submit the necessary proof to establish your right to claim the excess proceeds. The document(s) listed below may assist the Tax Collector in making the determination.

- | | |
|---|---|
| <input type="checkbox"/> Notarized Affidavit for Collection of Personal Property under California Probate Code 13100 | <input type="checkbox"/> Original Note/Payment Book |
| <input type="checkbox"/> Notarized Statement of different/misspelled name | <input checked="" type="checkbox"/> Updated Statement of Monies Owed (up to the date of tax sale) |
| <input type="checkbox"/> Notarized Statement Giving Authorization to Certified Death Certificates for Copy of the Trust | <input type="checkbox"/> Articles of Incorporation (if applicable Statement by Domestic Stock) |
| <input type="checkbox"/> Copy of Marriage Certificate for | <input type="checkbox"/> Court Order Appointing Administrator |
| | <input type="checkbox"/> Deed (Quitclaim/Grant etc...) |
| | <input type="checkbox"/> Other - |

If you should have any questions, please contact me at the number listed below.


Sincerely,

Shawana Green

Shawana Green
Tax Sales Operation
(951) 955-3947
(951) 955-3990 Fax

Riverside County Treasurer
Atten: Shawana Green
Re: APN: 351113001-5
TC 196, Item 201
Date of Sale: April 29, 2013

I, Tom Gutierrez have never received any Monies Owed to me since the date April 10, 2008 to the present date March 16, 2015 from Orange Crest Realty Corp. as promised per the Note Secured by a Deed of Trust for Loan No. 351113-1-TGOC, APN: 351-113-001.

A handwritten signature in cursive script that reads "Tom Gutierrez". The signature is written in black ink and is positioned above the typed name and date.

Tom Gutierrez
March 16, 2015

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 196 Item 201 Assessment No.: 351113001-5

Assessee: ORANGE CREST REAL ESTATE COR

Situs: 29750 CROSS HILL DR CANYON LAKE 92587

Date Sold: April 29, 2013

Date Deed to Purchaser Recorded: June 20, 2013

Final Date to Submit Claim: June 20, 2014

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 248,000 from the sale of the above mentioned real property. I/We were the lienholder(s), property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2007-0476096 recorded on 8/15/2007. A copy of this document is attached here to. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

DEED OF TRUST AND ASSIGNMENT OF RENTS

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

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

Executed this 24TH day of JULY, 2013 at ORANGE, CALIFORNIA
County, State

Kunihei Kawasaki
Signature of Claimant

Yumiko Kawasaki
Signature of Claimant

KUNIHAI KAWASAKI
Print Name

YUMIKO KAWASAKI
Print Name

17092 CAMELOT CIRCLE
Street Address

17092 CAMELOT CIRCLE
Street Address

HUNTINGTON BEACH, CA 92649
City, State, Zip

HUNTINGTON BEACH, CA 92649
City, State, Zip

(714) 846-8469
Phone Number

(714) 846-8469
Phone Number



EJ-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number):

Recording requested by and return to:

Ronn S. Potter, Esq.

CHANDLER, POTTER & ASSOCIATES
ATTORNEYS AND COUNSELORS AT LAW
3800 Orange Street, Suite 270

Riverside, CA 92501

(951) 276-3022

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

STREET ADDRESS: 303 W. 3RD STREET

MAILING ADDRESS: SAME

CITY AND ZIP CODE: SAN BERNARDINO, CALIFORNIA 92415

BRANCH NAME: CENTRAL DISTRICT

PLAINTIFF: KUNIHEI KAWASAKI

DEFENDANT: ORANGE CREST REALTY CORPORATION, et al.

CASE NUMBER:

CIVSS 808603

(13)
C
043

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS Amended

FOR COURT USE ONLY

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address

Orange Crest Realty Corporation
6346 Brockton Avenue
Riverside, CA 92506

b. Driver's license no. [last 4 digits] and state: Unknown

c. Social security no. [last 4 digits]: Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):
 Orange Crest Realty Corporation
6346 Brockton Avenue
Riverside, CA 92506

2. Information on additional judgment debtors is shown on page 2.

4. Information on additional judgment creditors is shown on page 2.

3. Judgment creditor (name and address):
 Kunihei Kawasaki 17092 Camelot Circle
Huntington Beach, CA 92649

5. Original abstract recorded in this county:

a. Date:

b. Instrument No.:

Date: January 7, 2009

Ronn S. Potter, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed: \$ 254,112.50

10. An execution lien attachment lien is endorsed on the judgment as follows:

a. Amount: \$

b. In favor of (name and address):

7. All judgment creditors and debtors are listed on this abstract.

8. a. Judgment entered on (date): December 23, 2008

b. Renewal entered on (date):

9. This judgment is an installment judgment.

11. A stay of enforcement has

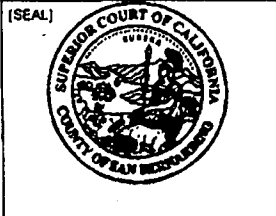
a. not been ordered by the court.

b. been ordered by the court effective until (date):

12. a. I certify that this is a true and correct abstract of the judgment entered in this action.

b. A certified copy of the judgment is attached.

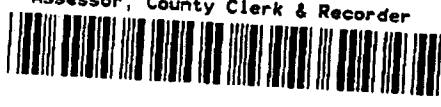
Clerk, by K. SAENZ, Deputy



This abstract issued on (date):

JAN - 9 2009

DOC # 2009-0167049 X
 X 04/06/2009 08:00A Fee:20.00
 Page 1 of 3
 Recorded in Official Records
 County of Riverside
 Larry U. Ward
 Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION
 RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

X
 D. Stephen Monson
 Attorney at Law
 6850 Brockton Ave Ste. 210
 Riverside, Ca. 92506

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			3				5		
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
NOTICE SENT					T:	CTY	UNI	044	

TRA:
 DTT:

X Abstract of Judgment

25

M
 044

Title of Document

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
 (\$3:00 Additional Recording Fee Applies)

ACR 238P-AS4RE0 (Rev. 02/2003)

EJ-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number):

Recording requested by and return to:
D. Stephen Monson #086471
6850 Brockton Ave Ste 210
Riverside, CA 92506

951.369.1370

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Bernardino
STREET ADDRESS: 303 W. Third St.

MAILING ADDRESS:
CITY AND ZIP CODE: San Bernardino
BRANCH NAME: Central District

FOR RECORDER'S USE ONLY

PLAINTIFF: Kunihei Kawasaki ✓
DEFENDANT: Orange Crest Realty Corporation, Ronald ✓
Paul Shade

CASE NUMBER:
CIVSS 808603 ✓

FOR COURT USE ONLY

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS Amended

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's
Name and last known address
✓ Orange Crest Realty Corporation
6346 Brockton Ave
Riverside, CA 92506

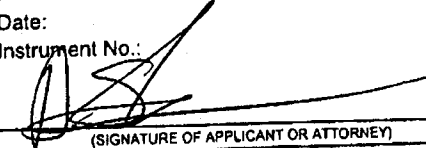
b. Driver's license no. [last 4 digits] and state: Unknown
c. Social security no. [last 4 digits]: Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): Orange Crest Realty Corporation
6346 Brockton Ave
Riverside, CA 92506

2. Information on additional judgment debtors is shown on page 2.

4. Information on additional judgment creditors is shown on page 2.
5. Original abstract recorded in this county:

3. Judgment creditor (name and address):
✓ Kunihei Kawasaki
17092 Camelot Cir., Huntington Beach, CA 92649

a. Date:
b. Instrument No.:


Date: **MAR 12 2009**

D. Stephen Monson ✓
(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
\$ 254,112.50

10. An execution lien attachment lien is endorsed on the judgment as follows:

7. All judgment creditors and debtors are listed on this abstract.

a. Amount: \$ 254,112.50
b. In favor of (name and address):
Kunihei Kawasaki
17092 Camelot Cir.
Huntington Beach, CA 92649 ✓

8. a. Judgment entered on (date): 12/23/08

b. Renewal entered on (date):

9. This judgment is an installment judgment.

11. A stay of enforcement has

a. not been ordered by the court.
b. been ordered by the court effective until (date):



This abstract issued on (date):
MAR 26 2009

12. a. I certify that this is a true and correct abstract of the judgment entered in this action.

b. A certified copy of the judgment is attached.
Clerk, by Claudette Phelley, Deputy

Form Adopted for Mandatory Use
Judicial Council of California
EJ-001 (Rev. January 1, 2008)

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS

Legal Solutions & Plus

Page 1 of 2
Code of Civil Procedure, §§ 488.480, 674, 700.190

RECEIVED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO-CIVIL

2009 MAR 17 PM 3:21

PLAINTIFF: Kunihei Kawasaki
DEFENDANT: Orange Crest Realty Corporation, Ronald Paul Shade

CASE NUMBER:
CIVSS 808603

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

- 13. Judgment creditor (name and address):
- 14. Judgment creditor (name and address):

15. Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16.	Name and last known address	17.	Name and last known address
<input checked="" type="checkbox"/>	Ronald Paul Shade 6346 Brockton Ave Riverside, CA 92506	<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	
Driver's license no. [last 4 digits] and state:	<input checked="" type="checkbox"/> Unknown	Driver's license no. [last 4 digits] and state:	<input type="checkbox"/> Unknown
Social security no. [last 4 digits]: 0682	<input type="checkbox"/> Unknown	Social security no. [last 4 digits]:	<input type="checkbox"/> Unknown
Summons was personally served at or mailed to (address):		Summons was personally served at or mailed to (address):	

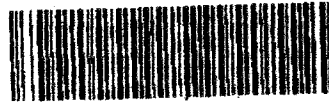
18.	Name and last known address	19.	Name and last known address
<input type="checkbox"/>		<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	
Driver's license no. [last 4 digits] and state:	<input type="checkbox"/> Unknown	Driver's license no. [last 4 digits] and state:	<input type="checkbox"/> Unknown
Social security no. [last 4 digits]:	<input type="checkbox"/> Unknown	Social security no. [last 4 digits]:	<input type="checkbox"/> Unknown
Summons was personally served at or mailed to (address):		Summons was personally served at or mailed to (address):	

20. Continued on Attachment 20.

RECORDED
REQUEST OFAND
When Recorded Mail ToKuniher Kawasaki
17092 Camelot Circle
Huntington Beach, CA 92649LARRY WALKER
Auditor/Controller - Recorder

P Counter

Doc#: 2007-0476096



Titles:	2	Pages:	6
Fees			35.00
Taxes			0.00
Other			0.00
PAID			\$35.00

Space above this line for recorder's use

DEED OF TRUST AND ASSIGNMENT OF RENTSLoan No. 1044241-KKOC
APN: 1044-241-039 & 1044-241-040

This Deed of Trust, made this 10th day of May, 2007, among the Trustor, Orange Crest Realty Corporation, A California Corporation (herein "Borrower"), Kunihei Kawasaki (herein "Trustee"), and the Beneficiary, Yumiko Kawasaki, as to an undivided 100.000% interest equal to \$272,000.00 (herein "Lender").

The beneficiaries (or assignees) of this deed of trust have agreed in writing to be governed by the desires of the holders of more than 50% of the record beneficial interest therein with respect to actions to be taken on behalf of all holders in the event of default or foreclosure or for matters that require direction or approval of the holders, including designation of the broker, servicing agent, or other person acting on their behalf, and the sale, encumbrance or lease of real property owned by the holders resulting from foreclosure or receipt of a deed in lieu of foreclosure.

GRANT IN TRUST, WITH POWER OF SALE

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the county of ~~Riverside~~ *San Bernardino*, State of California described on "Exhibit A" attached hereto;

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, and water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, 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 herein referred to as the "Property";

THIS FIRST DEED OF TRUST IS MADE TO SECURE TO LENDER:

(a) the repayment of the indebtedness evidenced by Borrower's note (herein "Note") dated May 10, 2007, in the principal sum of U.S. \$272,000.00 with payment of interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; the performance of the covenants and agreements of Borrower herein contained; and (b) repayment of any future advances, with interest thereon, made to the Borrower by Lender pursuant to paragraph 19 hereof (herein "Future Advances"); (c) performance of each and every agreement, obligation, covenant and condition made by or imposed upon Borrower under this Deed of Trust (including, without limitation, those contained in any document incorporated by reference herein) and all supplements, amendments, modifications, extensions and renewals thereof; and in addition (d) this Deed of Trust shall provide the same security on behalf of the Lender, to cover extensions, modifications or renewals, including without limitation, extensions, modifications or renewals of the Note at a different rate of interest; and the performance of the covenants and agreements of Borrower herein contained.

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

UNIFORM COVENANTS. BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

1. Payments of Principal and/or Interest. Borrower shall promptly pay, when due, the principal of and/or interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and/or interest on any Future Advances secured by the Deed of Trust.

2. Funds for Taxes and Insurance (Impounds). Subject to applicable law, and if required by the 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 an 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 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, 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 18 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 provides 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, if applicable, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Prior Mortgages and Deeds of Trust; 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, at least 10 days before delinquency, 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 agrees to provide, maintain and deliver to Lender fire insurance satisfactory and with loss payable to Lender. The amount collected under any fire or other insurance policy may be applied by Lender upon any indebtedness secured hereby and in such order as Lender may determine, or at option of Lender the entire amount so collected or any part thereof may be released to the Borrower. Such application or release shall not cure or waive any Default or Notice of Default hereunder or invalidate any act done pursuant to such notice.

The insurance carrier providing the insurance shall be chosen by 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 a 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 their insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

If Borrower obtains earthquake, flood or any other hazard insurance, or any other insurance on the Property, and such insurance is not specifically required by the Lender, then such insurance shall: (i) name the Lender as loss payee thereunder, and (ii) be subject to all of the provisions of this paragraph 5.

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 of 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 affects Lender's interest in the Property, including but not limited to proceedings by the Lender to obtain relief from stay in any bankruptcy proceeding which would prohibit Lender enforcing its rights under the Deed of Trust, then Lender, at Lender's option, may make such appearances, disburse such sums, including reasonable attorney's 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.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, including but not limited to payment of delinquent taxes and assessments, insurance premiums due, and delinquent amounts owed to prior lien holders, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts as are disbursed by Lender shall be payable, upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable on the Note. 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 inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in conjunction 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. At any time or from time to time, without liability therefore and without notice upon written request of Lender and presentation of this Deed and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge thereof. Trustee may, but shall be under no obligation or duty to, appear in or defend any action or proceeding purporting to affect said property or the title thereto, or purporting to affect the security hereof or the rights or powers of Lender or Trustee.

11. Forbearance by Lender Not a Waiver. 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. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. 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 16 hereof. All covenants and agreements of Borrower shall be joint and several.

14. 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 or the Property 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 or to such other address as Lender or Agent 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.

15. Governing Law. This Deed of Trust shall be governed by the Laws of the State of California. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not effect 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 the Deed of Trust are declared to be severable.

16. Lender's Right to Require The Loan to be Paid Off Immediately. If the Borrower shall sell, or transfer 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, (b) or a transfer by devise, descent, or by operation of law upon the death of a joint tenant, the Lender may, at its option declare the Note and

any other obligations secured by this Deed of Trust, together with accrued interest thereon, immediately due and payable, in full. No waiver or the Lender's right to accelerate shall be effective unless it is in writing.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed 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 paragraphs 17 and 18 hereof.

17. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, and without regard to the adequacy of any security for the indebtedness hereby secured, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 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 18 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 attorney's 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.

18. Default; Acceleration; Additional Remedies. Any of the following events shall be deemed a default under this Deed of Trust: (a) the occurrence of a default in the payment, when due, of principal or interest on the Note or any other sum secured hereby; or (b) the occurrence of a default under any term, covenant, agreement, condition, provision, representation or warranty of Borrower contained in this Deed of Trust or any other agreement secured hereby; or (c) the occurrence of a default under any other note evidencing a loan made by Lender or serviced, arranged or made by its Affiliates to Borrower or Borrower's partner, member, subsidiary or Borrower's Affiliate. As used in this Deed of Trust, "Affiliate" means any person or entity directly or indirectly controlling, controlled by or under common control with a designated person or entity. Upon the occurrence of any default under this Deed of Trust, Lender may, at its option, declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written Notice of Default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Trustee shall be entitled to rely upon the correctness of such notice. Lender also shall deposit with Trustee this Deed, said Note and all documents evidencing expenditures secured hereby.

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

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

19. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such advances with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

20. Reconveyance. Upon written request of Lender stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." The Trustee may destroy said Note, this Deed or Trust (and any other documents related thereto) upon the first to occur of the following: 5 years after issuance of a full reconveyance; or, recordation of the Note and Deed of Trust in a form or medium which permits their reproduction for 5 years following issuance of a full reconveyance.

21. Substitution of Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

22. Request for Notices. Borrower requests that copies of the notice of sale and notice of default be sent to Borrower's address which is the Property Address.

23. **Statement of Obligation.** Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligations.

MISCELLANEOUS PROVISIONS

24. **Construction or Home Improvement Loan.** If the loan secured by this Deed of Trust is a construction or home improvement loan. Borrower is required to perform according to the terms and conditions of each agreement contained in any building, home improvement or similar agreement between the Borrower and Lender.

25. **Acceptance by Lender of a Partial Payment After Notice of Default.** By accepting partial payment (payments which do not satisfy a default or delinquency in full) of any sums secured by this Deed of Trust after a Notice of Default has been recorded, or by accepting late performance of any obligation secured by this Deed of Trust, or by adding any payment so made to the loan secured by this Deed of Trust, whether or not such payments are made pursuant to a court order, the Lender does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to make any such prompt payment or to perform any such act. No exercise of any right or remedy of the Lender or Trustee under this Deed of Trust shall constitute a waiver of any other right or remedy contained in this Deed of Trust or provided by law.

**REQUEST FOR SPECIAL 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 care of Lender's Servicing Agent, at it's address set forth on page one of this Deed of Trust, of any default under the superior encumbrances and of any sale or other foreclosure action.

IN WITNESS WHEREOF, BORROWER HAS EXECUTED THIS DEED OF TRUST

**Borrower: Orange Crest Realty Corporation, A
California Corporation**

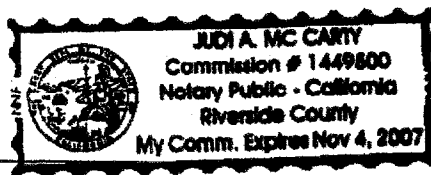
Ronald Shade 7/26/07
BY: Ronald Shade, President Date BY: _____ Date

State of California
County of RIVERSIDE

On July 26, 2007 before me, Judi McCarty/NOTARY PUBLIC, personally appeared RONALD SHADE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) IS subscribed to the within instrument and acknowledged to me that HE executed the same in HIS authorized capacity(ies), and that by HIS 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.

Judi A. McCarty
Signature



(Seal)

EXHIBIT "A"

PARCELS 1 AND 2 OF PARCEL MAP NO. 15461, IN THE CITY OF UPLAND, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 202 PAGES 76 AND 77 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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

To: **Don Kent, Treasurer-Tax Collector**

Re: **Claim for Excess Proceeds**

TC 196 Item 201 Assessment No.: 351113001-5

Assessee: ORANGE CREST REAL ESTATE COR

Situs: 29750 CROSS HILL DR CANYON LAKE 92587

Date Sold: April 29, 2013

Date Deed to Purchaser Recorded: June 20, 2013

Final Date to Submit Claim: June 20, 2014

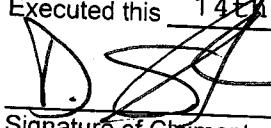
I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 364150.47 from the sale of the above mentioned real property. I/We were the lienholder(s), property owner(s) [**check in one box**] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 0167049; recorded on 4-6-2009. A copy of this document is attached here to. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

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

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

Executed this 14~~th~~ day of August, 2013 at Riverside
County, State _____



Signature of Claimant

Signature of Claimant

D. Stephen Monson Esq.
Print Name

Print Name

6850 Brockton Ave Ste 210
Street Address

Street Address

Riverside, Ca 92506-3815
City, State, Zip

City, State, Zip

951-3691370
Phone Number

Phone Number

INSTRUCTIONS FOR FILING CLAIM

(See Claim Form on Reverse Side)

The California Revenue and Taxation Code, Section 4675, states in part (paraphrased):

For the purposes of this article, parties of interest and their order of priority are:

(a) First, lienholders of record prior to the recordation of the tax deed to the purchaser in the order of their priority; and

(b) Then, any person with title of record to all or any portion of the property prior to the recordation of the tax deed to the purchaser.

If you consider yourself to be a party of interest in the sale of tax-defaulted property as defined above, please fill out the reverse of this form stating how you have determined your status as a party of interest. If you need help in filling out the form, please contact our office by telephone at 951-955-3842, mail, or in person.

You must attach copies of documents to support your claim as follows:

1. In case (a), attach a copy of your trust deed or other evidence of lien or security interest, along with a statement under penalty of perjury setting forth the original amount of the lien or interest, the total amount of payments received reducing the original amount of the lien or interest, and the amount still due and payable as of the date of the sale of the tax defaulted property by the Tax Collector.

2. In case (b), attach copies of any other documents (e.g., deed, certified death certificate, will, court order, etc.) supporting your claim.

PLEASE NOTE: We cannot, by law, begin processing of claims until one year has passed from the date of the deed to the purchaser. In order to receive consideration by the Riverside County Board of Supervisors, claims must be filed **ON OR BEFORE THE EXPIRATION OF ONE YEAR** following the date of the recording of the deed to the purchaser. Please see the "Date Deed to Purchaser Recorded" appearing on the attached notice (Form 117-170). The Tax Collector will submit a recommendation to the County Board of Supervisors as to what disposition should be made on your claim. Following the Board's review, the claim will either be approved or denied. The Clerk of the Board of Supervisors will notify you of the action taken by the Board. Should the claim be approved, the Auditor-Controller will issue a County warrant in payment. By law, the Auditor-Controller cannot issue a warrant in payment of the approved claim until 90 days following the action taken by the Board.

MAIL COMPLETED FORMS TO:

Don Kent, Treasurer-Tax Collector
Post Office Box 12005
Riverside, CA 92502-2205

Attention: Excess Proceeds

JOC # 2009-0167049

04/06/2009 08:00A Fee:20.00

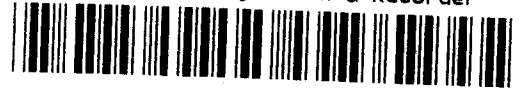
Page 1 of 3

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

D. Stephen Monson
Attorney at Law
6850 Brockton Ave Ste. 210
Riverside, Ca. 92506

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			3				5		
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
NOTICE SENT					T:		CTY	UNI	044

TRA:

DTT:

Abstract of Judgment

25



Title of Document

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3:00 Additional Recording Fee Applies)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number):

Recording requested by and return to:

D. Stephen Monson #086471
6850 Brockton Ave Ste 210
Riverside, CA 92506

951.369.1370

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Bernardino

STREET ADDRESS: 303 W. Third St.

MAILING ADDRESS:

CITY AND ZIP CODE: San Bernardino

BRANCH NAME: Central District

FOR RECORDER'S USE ONLY

PLAINTIFF: Kunihei Kawasaki

CASE NUMBER:

DEFENDANT: Orange Crest Realty Corporation, Ronald Paul Shade

CIVSS 808603

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS Amended

FOR COURT USE ONLY

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address

Orange Crest Realty Corporation
6346 Brockton Ave
Riverside, CA 92506

b. Driver's license no. [last 4 digits] and state:

Unknown

c. Social security no. [last 4 digits]:

Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): Orange Crest Realty Corporation
6346 Brockton Ave
Riverside, CA 92506

2. Information on additional judgment debtors is shown on page 2.

4. Information on additional judgment creditors is shown on page 2.

3. Judgment creditor (name and address):

Kunihei Kawasaki
17092 Camelot Cir., Huntington Beach, CA 92649

5. Original abstract recorded in this county:

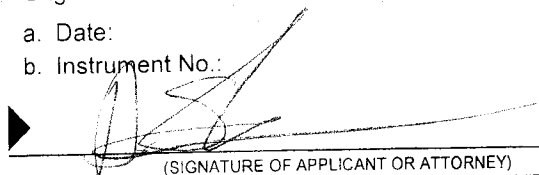
a. Date:

b. Instrument No.:

Date: **MAR 12 2009**

D. Stephen Monson

(TYPE OR PRINT NAME)


(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
\$ 254,112.50

7. All judgment creditors and debtors are listed on this abstract.

8. a. Judgment entered on (date): 12/23/08

b. Renewal entered on (date):

9. This judgment is an installment judgment.

10. An execution lien attachment lien is endorsed on the judgment as follows:

a. Amount: \$ 254,112.50

b. In favor of (name and address):

Kunihei Kawasaki
17092 Camelot Cir.
Huntington Beach, CA 92649

11. A stay of enforcement has

a. not been ordered by the court.

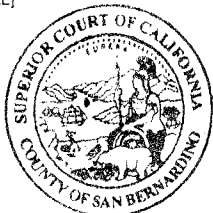
b. been ordered by the court effective until (date):

12. a. I certify that this is a true and correct abstract of the judgment entered in this action.

b. A certified copy of the judgment is attached.

Clerk, by Claudette Phelley, Deputy

(SEAL)



This abstract issued on (date):

MAR 26 2009

PLAINTIFF: Kunihei Kawasaki
DEFENDANT: Orange Crest Realty Corporation, Ronald Paul Shade

CASE NUMBER:
CIVSS 808603

2009 MAR 17 PM 3:21

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (name and address): 14. Judgment creditor (name and address):

15. Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address

17. Name and last known address

Ronald Paul Shade
6346 Brockton Ave
Riverside, CA 92506

Driver's license no. [last 4 digits] and state: Unknown
Social security no. [last 4 digits]: 0682 Unknown
Summons was personally served at or mailed to (address):

Driver's license no. [last 4 digits] and state: Unknown
Social security no. [last 4 digits]: Unknown
Summons was personally served at or mailed to (address):

18. Name and last known address

19. Name and last known address

Driver's license no. [last 4 digits] and state: Unknown
Social security no. [last 4 digits]: Unknown
Summons was personally served at or mailed to (address):

Driver's license no. [last 4 digits] and state: Unknown
Social security no. [last 4 digits]: Unknown
Summons was personally served at or mailed to (address):

20. Continued on Attachment 20.

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 196 Item 201 Assessment No.: 351113001-5

Assessee: ORANGE CREST REAL ESTATE COR

Situs: 29750 CROSS HILL DR CANYON LAKE 92587

Date Sold: April 29, 2013

Date Deed to Purchaser Recorded: June 20, 2013

Final Date to Submit Claim: June 20, 2014

2013 AUG 23 AM 11:32
COUNTY OF RIVERSIDE
TREASURER/TAX COLLECTOR
BY: *[Signature]*

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 1,148.47 from the sale of the above mentioned real property. I/We were the lienholder(s), property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2009-0131268; recorded on 3/8/2009. A copy of this document is attached here to. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

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

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

Executed this 23 day of August, 2013 at Riverside California
County, State

John E Nygaard
Signature of Claimant

Mary M Nygaard
Signature of Claimant

John E. Nygaard
Print Name

Mary M. Nygaard
Print Name

4386 Toyon Rd.
Street Address

4386 Toyon Rd.
~~29150 Kimberly Ave.~~
Street Address

Riverside, CA 92504
City, State, Zip

Riverside, CA 92504
~~Moreno Valley, CA 92555~~
City, State, Zip

(951) 243-7628
Phone Number

(951) 243-7628
Phone Number

EJ-001

DOC # 2009-0131268

03/18/2009 08:00A Fee:12.00

Page 1 of 2

Recorded in Official Records
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number):

Recording requested by and return to:

Ronn S. Potter, Esq.

CHANDLER, POTTER & ASSOCIATES
ATTORNEYS AND COUNSELORS AT LAW
3800 Orange Street, Suite 270
Riverside, CA 92501
(951) 276-3022

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

STREET ADDRESS: 4050 MAIN STREET

MAILING ADDRESS: SAME

CITY AND ZIP CODE: RIVERSIDE, CALIFORNIA 92501

BRANCH NAME: CENTRAL DISTRICT

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY	
1			2						1	
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM	
								T:	CTY	UNI

PLAINTIFF: JOHN AND MARY NYGAARD

DEFENDANT: ORANGE CREST REALTY CORPORATION, et al.

CASE NUMBER:

RIC 502768

13
C
043

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS Amended

FOR COURT USE ONLY

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address

Orange Crest Realty Corporation
6346 Brockton Avenue
Riverside, CA 92506

b. Driver's license no. [last 4 digits] and state:

Unknown

c. Social security no. [last 4 digits]:

Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):
 Orange Crest Realty Corporation
6346 Brockton Avenue
Riverside, CA 92506

2. Information on additional judgment debtors is shown on page 2.

4. Information on additional judgment creditors is shown on page 2.

3. Judgment creditor (name and address):

John and Mary Nygaard
4386 Toyon Rd. Riverside, CA 92504

5. Original abstract recorded in this county:

a. Date:

b. Instrument No.:

Date: December 29, 2008

Ronn S. Potter, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
\$ 210,912.50

10. An execution lien attachment lien is endorsed on the judgment as follows:

a. Amount: \$

b. In favor of (name and address):

7. All judgment creditors and debtors are listed on this abstract.

8. a. Judgment entered on (date): December 17, 2008

b. Renewal entered on (date):

9. This judgment is an installment judgment.

11. A stay of enforcement has

a. not been ordered by the court.

b. been ordered by the court effective until (date):

12. a. I certify that this is a true and correct abstract of the judgment entered in this action.

b. A certified copy of the judgment is attached.

Clerk, by _____, Deputy



This abstract issued on (date):

DEC 30 2008

Form Adopted for Mandatory Use
Judicial Council of California
EJ-001 (Rev. January 1, 2008)

ABSTRACT OF JUDGMENT—CIVIL
AND SMALL CLAIMS

Legal
Solutions
& Plus

Page 1 of 2
Code of Civil Procedure, §§ 488.480,
674, 700.190

Public Record

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number):

Recording requested by and return to:

Ronn S. Potter, Esq.
CHANDLER, POTTER & ASSOCIATES
ATTORNEYS AND COUNSELORS AT LAW
3800 Orange Street, Suite 270
Riverside, CA 92501
(951) 276-3022

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
STREET ADDRESS: 4050 MAIN STREET
MAILING ADDRESS: SAME
CITY AND ZIP CODE: RIVERSIDE, CALIFORNIA 92501
BRANCH NAME: CENTRAL DISTRICT

FOR RECORDER'S USE ONLY

PLAINTIFF: JOHN AND MARY NYGAARD

DEFENDANT: ORANGE CREST REALTY CORPORATION, et al.

CASE NUMBER:
RIC 502768

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS Amended

FOR COURT USE ONLY

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address

Orange Crest Realty Corporation
6346 Brockton Avenue
Riverside, CA 92506

b. Driver's license no. [last 4 digits] and state:

Unknown

c. Social security no. [last 4 digits]:

Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): Orange Crest Realty Corporation
6346 Brockton Avenue
Riverside, CA 92506

2. Information on additional judgment debtors is shown on page 2.

4. Information on additional judgment creditors is shown on page 2.

3. Judgment creditor (name and address):

John and Mary Nygaard
4386 Toyon Rd. Riverside, CA 92504

5. Original abstract recorded in this county:

a. Date:

b. Instrument No.:

Date: December 29, 2008

Ronn S. Potter, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
\$ 210,912.50

10. An execution lien attachment lien is endorsed on the judgment as follows:

a. Amount: \$

b. In favor of (name and address):

7. All judgment creditors and debtors are listed on this abstract.

8. a. Judgment entered on (date): December 17, 2008

b. Renewal entered on (date):

9. This judgment is an installment judgment.

11. A stay of enforcement has

a. not been ordered by the court.

b. been ordered by the court effective until (date):

12. a. I certify that this is a true and correct abstract of the judgment entered in this action.

b. A certified copy of the judgment is attached.

Clerk, by , Deputy

[SEAL]



This abstract issued on (date):

DEC 29 2008

PLAINTIFF: JOHN AND MARY NYGAARD	CASE NUMBER:
DEFENDANT: ORANGE CREST REALTY CORPORATION, et al.	RIC 502768

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (name and address):

14. Judgment creditor (name and address):

15. Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address

17. Name and last known address

Ronald Paul Shade
6346 Brockton Avenue
Riverside, CA 92506

Driver's license no. [last 4 digits]
and state:

Unknown

Social security no. [last 4 digits]:

Unknown

Summons was personally served at or mailed to (address):

Ronald Paul Shade
6346 Brockton Avenue
Riverside, CA 92506

18. Name and last known address

19. Name and last known address

Driver's license no. [last 4 digits]
and state:

Unknown

Social security no. [last 4 digits]:

Unknown

Summons was personally served at or mailed to (address):

20. Continued on Attachment 20.

1 **CHANDLER, POTTER & ASSOCIATES**
2 **ATTORNEYS AND COUNSELORS AT LAW**

3 Robert C. Chandler, Esq. (SBN 138266)
4 Ronn S. Potter, Esq. (SBN 210287)
5 3800 Orange Street, Suite 270
6 Riverside, CA 92501

7 T: (951) 276-3022
8 F: (951) 782-0230

9 Attorneys for Plaintiffs,
10 JOHN AND MARY NYGAARD

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

DEC 17 2008

R. ESPINOZA

11
12 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
13 **IN AND FOR THE COUNTY OF RIVERSIDE – CENTRAL BRANCH**

14 JOHN AND MARY NYGAARD,

15 Plaintiff,

16 v.

17 ORANGE CREST REALTY CORPORATION,
18 et al.,

19 Defendants.

Case No.: RIC 502768

DEFAULT JUDGMENT

20 **JUDGMENT**

21 Defendants, Orange Crest Realty Corporation and Ronald Paul Shade, were regularly
22 served with summons and complaint.

23 Defendants have failed to file an answer or other response to Plaintiff's complaint within
24 the time allowed by law, or at all. Default was entered by the Clerk on November 10, 2008.

25 Defendants were served with an Application for Court Judgment, a Declaration pursuant
to Code of Civil Procedure section 585, a Statement of Damages, a Request for Dismissal of

1 "DOE" defendants and a copy of this proposed Default Judgment, by regular mail on November
2 10, 2008. The above-described default judgment packet has been filed with the court and
3 Defendants have failed to file an answer or other response to plaintiff's complaint.

4 Therefore, upon application to the Court, upon due consideration by the court and upon a
5 finding by the court that Defendants, Orange Crest Realty Corporation and Ronald Paul Shade,
6 are liable for the breach of contract, intentional misrepresentation, fraud, and conversion alleged
7 in the complaint and as set forth and proved by the Declaration pursuant to Code of Civil
8 Procedure section 585:

9 JUDGMENT IS HEREBY ENTERED in favor of Plaintiffs, John and Mary Nygaard,
10 and against Defendants, Orange Crest Realty Corporation and Ronald Paul Shade, as follows:

11 Plaintiff is awarded damages in the principal sum of two hundred four thousand five
12 hundred dollars (\$204,500.00);

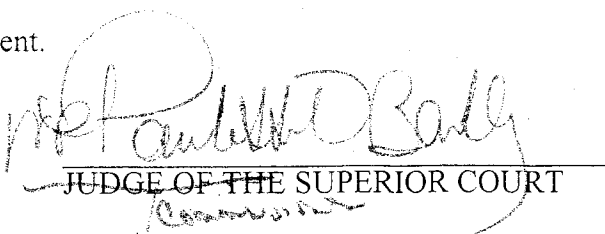
13 Plaintiff is further awarded attorney's fees pursuant to the note and deed of trust in the
14 sum of five thousand dollars (\$5,000.00);

15 Plaintiff is further awarded costs of suit in the sum of one thousand four hundred twelve
16 dollars and fifty cents (\$1,412.50).

17 As a result of the breach of contract, intentional misrepresentation, fraud, and conversion
18 of Defendants, Orange Crest Realty Corporation and Ronald Paul Shade, as alleged in the
19 complaint and as set forth and proved by the declaration pursuant to Code of Civil Procedure
20 §585, Judgment is hereby entered in favor of Plaintiffs, John and Mary Nygaard, and against
21 Defendants, Orange Crest Realty Corporation and Ronald Paul Shade, in the amount of two
22 hundred ten thousand nine hundred twelve dollars and fifty cents (**\$210,912.50**).

23 Plaintiff is also awarded interest on the total judgment amount at the annual rate of ten
24 percent (10%) from the date of entry of Judgment.

25 DATED: 12/9/08



JUDGE OF THE SUPERIOR COURT

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 196 Item 201 Assessment No.: 351113001-5

Assessee: ORANGE CREST REAL ESTATE COR

Situs: 29750 CROSS HILL DR CANYON LAKE 92587

Date Sold: April 29, 2013

Date Deed to Purchaser Recorded: June 20, 2013

Final Date to Submit Claim: June 20, 2014

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 122,500 from the sale of the above mentioned real property. I/We were the lienholder(s), property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 207-049066; recorded on 5-07-2007. A copy of this document is attached here to. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

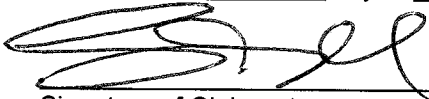
NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

I Received 13,500 Dollars in Interest Payments.

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

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

Executed this 18 day of August, 2013 at Los Angeles, Ca.
County, State


Signature of Claimant

Signature of Claimant

EVARISTO CASTILLO
Print Name

Print Name

4348 Rose Ave
Street Address

Street Address

Long Beach Ca 90807
City, State, Zip

City, State, Zip

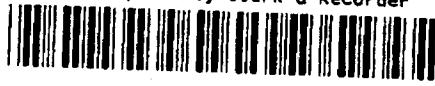
949-375-2321
Phone Number

Phone Number

EJ-001

DOC # 2009-0131271
03/18/2009 08:00A Fee:12.00

Page 1 of 2
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



BY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number):

Ronn S. Potter, Esq.
CHANDLER, POTTER & ASSOCIATES
ATTORNEYS AND COUNSELORS AT LAW
3800 Orange Street, Suite 270
Riverside, CA 92501
(951) 276-3022

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
STREET ADDRESS: 4050 MAIN STREET
MAILING ADDRESS: SAME
CITY AND ZIP CODE: RIVERSIDE, CALIFORNIA 92501
BRANCH NAME: CENTRAL DISTRICT

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY	
1			2						1	
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM	
								T:	CTY	UNI

PLAINTIFF: EVARISTO GALLARDO ✓
DEFENDANT: ORANGE CREST REALTY CORPORATION, et al. ✓

CASE NUMBER:
RIC 504641 ✓

043

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS Amended

FOR COURT USE ONLY

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's
Name and last known address
 Orange Crest Realty Corporation
 6346 Brockton Avenue
 Riverside, CA 92506

b. Driver's license no. [last 4 digits] and state: Unknown

c. Social security no. [last 4 digits]: Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):
 Orange Crest Realty Corporation
 6346 Brockton Avenue
 Riverside, CA 92506

2. Information on additional judgment debtors is shown on page 2.

3. Judgment creditor (name and address):
 Evaristo Gallardo
 4348 Rose Ave., Long Beach, CA 90807

4. Information on additional judgment creditors is shown on page 2.

5. Original abstract recorded in this county:

a. Date:
b. instrument No.:

Date: December 1, 2008
Ronn S. Potter, Esq. ✓
(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
\$ 136,412.50

7. All judgment creditors and debtors are listed on this abstract.

8. a. Judgment entered on (date): November 24, 2008
b. Renewal entered on (date):

9. This judgment is an installment judgment.

10. An execution lien attachment lien is endorsed on the judgment as follows:
a. Amount: \$
b. In favor of (name and address):



This abstract issued on (date):
DEC 02 2008

11. A stay of enforcement has
a. not been ordered by the court.
b. been ordered by the court effective until (date):

12. a. I certify that this is a true and correct abstract of the judgment entered in this action.
b. A certified copy of the judgment is attached.

Clerk, by _____, Deputy

Form Adopted for Mandatory Use
Judicial Council of California
EJ-001 [Rev. January 1, 2008]

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS

Legal Solutions & Plus

Page 1 of 2
Code of Civil Procedure, §§ 488.480, 674, 700.190

PARTY: EVARISTO GALLARDO
DEFENDANT: ORANGE CREST REALTY, et al.

CASE NUMBER:
RIC 504641

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (name and address):

14. Judgment creditor (name and address):

15. Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address

17. Name and last known address

Ronald Paul Shade
6346 Brockton Avenue
Riverside, CA 92506

Driver's license no. [last 4 digits]
and state:

Unknown

Social security no. [last 4 digits]:

Unknown

Summons was personally served at or mailed to (address):

Driver's license no. [last 4 digits]
and state:

Unknown

Social security no. [last 4 digits]:

Unknown

Summons was personally served at or mailed to (address):

Ronald Paul Shade
6346 Brockton Avenue
Riverside, CA 92506

18. Name and last known address

19. Name and last known address

Driver's license no. [last 4 digits]
and state:

Unknown

Social security no. [last 4 digits]:

Unknown

Summons was personally served at or mailed to (address):

Driver's license no. [last 4 digits]
and state:

Unknown

Social security no. [last 4 digits]:

Unknown

Summons was personally served at or mailed to (address):

20. Continued on Attachment 20.

When Recorded Mail To

Evaristo Gallardo
4348 Rose Ave
Long Beach, CA 90807

207-0439064

Space above this line for recorder's use

DEED OF TRUST AND ASSIGNMENT OF RENTS

Loan No. 267090-EGOC
APN: 267-090-010

This Deed of Trust, made this 7th day of May, 2007, among the Trustor, **Orange Crest Realty Corporation, A California Corporation** (herein "Borrower"), Evaristo Gallardo (herein "Trustee"), and the Beneficiary, Maria Gallardo, as to an undivided **100.000% interest equal to \$136,000.00** (herein "Lender").

The beneficiaries (or assignees) of this deed of trust have agreed in writing to be governed by the desires of the holders of more than 50% of the record beneficial interest therein with respect to actions to be taken on behalf of all holders in the event of default or foreclosure or for matters that require direction or approval of the holders, including designation of the broker, servicing agent, or other person acting on their behalf, and the sale, encumbrance or lease of real property owned by the holders resulting from foreclosure or receipt of a deed in lieu of foreclosure.

GRANT IN TRUST, WITH POWER OF SALE

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the county of **Riverside**, State of California described on "**Exhibit A**" attached hereto;

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, and water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, 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 herein referred to as the "Property";

THIS FIRST DEED OF TRUST IS MADE TO SECURE TO LENDER:

(a) the repayment of the indebtedness evidenced by Borrower's note (herein "Note") dated May 7, 2007, in the principal sum of U.S. **\$136,000.00** with payment of interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; the performance of the covenants and agreements of Borrower herein contained; and (b) repayment of any future advances, with interest thereon, made to the Borrower by Lender pursuant to paragraph 19 hereof (herein "Future Advances"); (c) performance of each and every agreement, obligation, covenant and condition made by or imposed upon Borrower under this Deed of Trust (including, without limitation, those contained in any document incorporated by reference herein) and all supplements, amendments, modifications, extensions and renewals thereof; and in addition (d) this Deed of Trust shall provide the same security on behalf of the Lender, to cover extensions, modifications or renewals, including without limitation, extensions, modifications or renewals of the Note at a different rate of interest; and the performance of the covenants and agreements of Borrower herein contained.

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

UNIFORM COVENANTS. BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

COPY

1. Payments of Principal and/or Interest. Borrower shall promptly pay, when due, the principal of and/or interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and/or interest on any Future Advances secured by the Deed of Trust.

2. Funds for Taxes and Insurance (Impounds). Subject to applicable law, and if required by the 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 an 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 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, 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 18 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 provides 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, if applicable, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Prior Mortgages and Deeds of Trust; 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, at least 10 days before delinquency, 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 agrees to provide, maintain and deliver to Lender fire insurance satisfactory and with loss payable to Lender. The amount collected under any fire or other insurance policy may be applied by Lender upon any indebtedness secured hereby and in such order as Lender may determine, or at option of Lender the entire amount so collected or any part thereof may be released to the Borrower. Such application or release shall not cure or waive any Default or Notice of Default hereunder or invalidate any act done pursuant to such notice.

The insurance carrier providing the insurance shall be chosen by 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 a 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 their insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

COPY

If Borrower obtains earthquake, flood or any other hazard insurance, or any other insurance on the Property, and such insurance is not specifically required by the Lender, then such insurance shall: (i) name the Lender as loss payee thereunder, and (ii) be subject to all of the provisions of this paragraph 5.

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 of 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 affects Lender's interest in the Property, including but not limited to proceedings by the Lender to obtain relief from stay in any bankruptcy proceeding which would prohibit Lender enforcing its rights under the Deed of Trust, then Lender, at Lender's option, may make such appearances, disburse such sums, including reasonable attorney's 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.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, including but not limited to payment of delinquent taxes and assessments, insurance premiums due, and delinquent amounts owed to prior lien holders, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts as are disbursed by Lender shall be payable, upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable on the Note. 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 inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in conjunction 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. At any time or from time to time, without liability therefore and without notice upon written request of Lender and presentation of this Deed and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge thereof. Trustee may, but shall be under no obligation or duty to, appear in or defend any action or proceeding purporting to affect said property or the title thereto, or purporting to affect the security hereof or the rights or powers of Lender or Trustee.

11. Forbearance by Lender Not a Waiver. 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. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. 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 16 hereof. All covenants and agreements of Borrower shall be joint and several.

14. 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 or the Property 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 or to such other address as Lender or Agent 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.

15. Governing Law. This Deed of Trust shall be governed by the Laws of the State of California. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not effect 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 the Deed of Trust are declared to be severable.

16. Lender's Right to Require The Loan to be Paid Off Immediately. If the Borrower shall sell, or transfer 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, (b) or a transfer by devise, descent, or by operation of law upon the death of a joint tenant, the Lender may, at its option declare the Note and

COPY

any other obligations secured by this Deed of Trust, together with accrued interest thereon, immediately due and payable, in full. No waiver or the Lender's right to accelerate shall be effective unless it is in writing.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed 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 paragraphs 17 and 18 hereof.

17. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, and without regard to the adequacy of any security for the indebtedness hereby secured, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 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 18 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 attorney's 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.

18. Default; Acceleration; Additional Remedies. Any of the following events shall be deemed a default under this Deed of Trust: (a) the occurrence of a default in the payment, when due, of principal or interest on the Note or any other sum secured hereby; or (b) the occurrence of a default under any term, covenant, agreement, condition, provision, representation or warranty of Borrower contained in this Deed of Trust or any other agreement secured hereby; or (c) the occurrence of a default under any other note evidencing a loan made by Lender or serviced, arranged or made by its Affiliates to Borrower or Borrower's partner, member, subsidiary or Borrower's Affiliate. As used in this Deed of Trust, "Affiliate" means any person or entity directly or indirectly controlling, controlled by or under common control with a designated person or entity. Upon the occurrence of any default under this Deed of Trust, Lender may, at its option, declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written Notice of Default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Trustee shall be entitled to rely upon the correctness of such notice. Lender also shall deposit with Trustee this Deed, said Note and all documents evidencing expenditures secured hereby.

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

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

19. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such advances with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

20. Reconveyance. Upon written request of Lender stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." The Trustee may destroy said Note, this Deed or Trust (and any other documents related thereto) upon the first to occur of the following: 5 years after issuance of a full reconveyance; or, recordation of the Note and Deed of Trust in a form or medium which permits their reproduction for 5 years following issuance of a full reconveyance.

21. Substitution of Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

22. Request for Notices. Borrower requests that copies of the notice of sale and notice of default be sent to Borrower's address which is the Property Address.

COPY

23. **Statement of Obligation.** Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligations.

MISCELLANEOUS PROVISIONS

24. **Construction or Home Improvement Loan.** If the loan secured by this Deed of Trust is a construction or home improvement loan, Borrower is required to perform according to the terms and conditions of each agreement contained in any building, home improvement or similar agreement between the Borrower and Lender.

25. **Acceptance by Lender of a Partial Payment After Notice of Default.** By accepting partial payment (payments which do not satisfy a default or delinquency in full) of any sums secured by this Deed of Trust after a Notice of Default has been recorded, or by accepting late performance of any obligation secured by this Deed of Trust, or by adding any payment so made to the loan secured by this Deed of Trust, whether or not such payments are made pursuant to a court order, the Lender does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to make any such prompt payment or to perform any such act. No exercise of any right or remedy of the Lender or Trustee under this Deed of Trust shall constitute a waiver of any other right or remedy contained in this Deed of Trust or provided by law.

**REQUEST FOR SPECIAL 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 care of Lender's Servicing Agent, at it's address set forth on page one of this Deed of Trust, of any default under the superior encumbrances and of any sale or other foreclosure action.

IN WITNESS WHEREOF, BORROWER HAS EXECUTED THIS DEED OF TRUST

Borrower: Orange Crest Realty Corporation, A
California Corporation
Ronald Shade, President
BY: *Ronald Shade, President* Date _____ BY: _____ Date _____

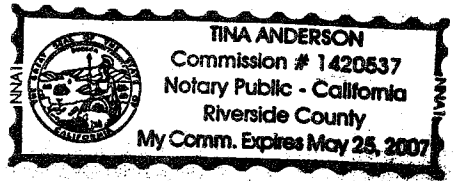
State of California
County of *Riverside*

On *5/04/07* before me, *Tina Anderson - Notary Public*, personally appeared *Ronald Shade* personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) *is* subscribed to the within instrument and acknowledged to me that *he* executed the same in *his* authorized capacity(ies), and that by *his* 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.

Tina Anderson

Signature (Seal)



COPY

EXHIBIT "A"

LOT 331 OF RINEHART ACRES IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 13, PAGES 84 AND 85 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



FREMONT
 INVESTMENT & LOAN
 2127 EAST IMPERIAL HIGHWAY
 BREA, CA 92821

WARNING - VERIFY ORIGINAL - Rub hard and color will change

WELLS FARGO BANK
 Member FDIC
 11-24
 1210(6)

NO. 29-023550

AMOUNT \$

\$100,000.00

VOID AFTER 180 DAYS

Wendy
Wendy

PAY TO THE ORDER OF

*** ORANGE CREST REALTY ***

ON AMOUNTS OVER \$15,000 TWO SIGNATURES REQUIRED

HOLD UP TO LIGHT TO SEE "VERIFY FIRST" WATERMARKED INTO THE PAPER

05103107

Check No.
 29023548

ACCT

ID:
 *** ORANGE
 REALTY ***

AMOUNT:
 \$100,000.00

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 196 Item 201 Assessment No.: 351113001-5

Assessee: ORANGE CREST REAL ESTATE COR

Situs: 29750 CROSS HILL DR CANYON LAKE 92587

Date Sold: April 29, 2013

Date Deed to Purchaser Recorded: June 20, 2013

Final Date to Submit Claim: June 20, 2014

RECEIVED
2014 MAY 28 AM 11:16
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 39,074.50 from the sale of the above mentioned real property. I/We were the lienholder(s), property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. CIVSS 812883; recorded on 02-05-09. A copy of this document is attached here to. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

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

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

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

Executed this 17 day of May, 2014 at Los Angeles, Calif.
County, State

Joseph Gyurko
Signature of Claimant

Signature of Claimant

Joseph Gyurko
Print Name

Print Name

9507 Pico Vista Rd.
Street Address

Street Address

Sunnyvale, Ca. 90240
City, State, Zip

City, State, Zip

(562) 869-3309
Phone Number

Phone Number

EJ-001

PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and...

Requested by and return to:

Ronn S. Potter, Esq.
POTTER, POTTER & ASSOCIATES
ATTORNEYS AND COUNSELORS AT LAW
3800 Orange Street, Suite 270
Riverside, CA 92501
(951) 276-3022

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
STREET ADDRESS: 303 W. 3rd Street *San Bernardino*
MAILING ADDRESS: SAME
CITY AND ZIP CODE: San Bernardino, CA 92415
BRANCH NAME: CENTRAL DISTRICT

PLAINTIFF: JOSEPH GYURKO ✓

DEFENDANT: ORANGE CREST REALTY CORPORATION, et al. ✓

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS Amended

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address

Orange Crest Realty Corporation
6346 Brockton Avenue
Riverside, CA 92506

b. Driver's license no. [last 4 digits] and state: Unknown

c. Social security no. [last 4 digits]: Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): Orange Crest Realty Corporation
6346 Brockton Avenue
Riverside, CA 92506

2. Information on additional judgment debtors is shown on page 2.

4. Information on additional judgment creditors is shown on page 2.

3. Judgment creditor (name and address):

Joseph Gyurko
9507 Pico Vista Rd., Downey, CA 90240

5. Original abstract recorded in this county:

a. Date:
b. Instrument No.:

Date: February 11, 2009

Ronn S. Potter, Esq. ✓

(TYPE OR PRINT NAME)

[Signature]

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
\$ 39,074.50

10. An execution lien attachment lien is endorsed on the judgment as follows:

7. All judgment creditors and debtors are listed on this abstract.

a. Amount: \$
b. In favor of (name and address):

8. a. Judgment entered on (date): February 5, 2009

b. Renewal entered on (date):

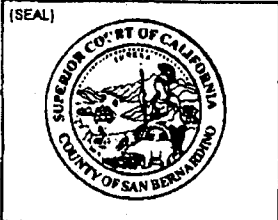
9. This judgment is an installment judgment.

11. A stay of enforcement has

a. not been ordered by the court.
b. been ordered by the court effective until (date):

12. a. I certify that this is a true and correct abstract of the judgment entered in this action.

b. A certified copy of the judgment is attached.
Clerk, by *Charidette Shelley*, Deputy



This abstract issued on (date):
MAR 18 2009

Form Adopted for Mandatory Use
Judicial Council of California
EJ-001 (Rev. January 1, 2008)

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS

Legal Solutions & Plus

Page 1 of 2
Code of Civil Procedure, §§ 488.480, 674, 700.190

DOC # 2009-0140402
03/23/2009 08:00A Fee:17.00
Page 1 of 2
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			2						1
M	(A)	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
								CTY	UNI

18
C
033

COPY

100917 #
reference #

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

FEB - 5 2009

By Olivia Wolfe Deputy

1 **CHANDLER, POTTER & ASSOCIATES**
2 **ATTORNEYS AND COUNSELORS AT LAW**
3 Robert C. Chandler, Esq. (SBN 138266)
4 Ronn S. Potter, Esq. (SBN 210287)
5 3800 Orange Street, Suite 270
6 Riverside, CA 92501

7 T: (951) 276-3022
8 F: (951) 782-0230

9 Attorneys for Plaintiff,
10 JOSEPH GYURKO

11 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

12 **IN AND FOR THE COUNTY OF RIVERSIDE - CENTRAL BRANCH**

13 JOSEPH GYURKO,

14 Plaintiff,

15 v.

16 ORANGE CREST REALTY CORPORATION,
17 et al.,

18 Defendants.

Case No.: CIVSS 8/2883

DEFAULT JUDGMENT

19 **JUDGMENT**

20 Defendants, Orange Crest Realty Corporation and Ronald Paul Shade, were regularly
21 served with summons and complaint.

22 Defendants have failed to file an answer or other response to Plaintiff's complaint within
23 the time allowed by law, or at all, and default was entered by the Clerk.

24 Defendants were served with an Application for Court Judgment, a Declaration pursuant
25 to Code of Civil Procedure section 585, a Statement of Damages, a Request for Dismissal of
"DOE" defendants and a copy of this proposed Default Judgment, by regular mail. The above-

1 described default judgment packet has been filed with the court and Defendants have failed to
2 file an answer or other response to plaintiff's complaint.

3 Therefore, upon application to the Court, upon due consideration by the court and upon a
4 finding by the court that Defendants, Orange Crest Realty Corporation and Ronald Paul Shade,
5 are liable for the breach of contract, intentional misrepresentation, fraud, and conversion alleged
6 in the complaint and as set forth and proved by the Declaration pursuant to Code of Civil
7 Procedure section 585:

8 JUDGMENT IS HEREBY ENTERED in favor of Plaintiff, Joseph Gyurko, and against
9 Defendants, Orange Crest Realty Corporation and Ronald Paul Shade, as follows:

10 Plaintiff is awarded damages in the principal sum of thirty five thousand four hundred
11 dollars (\$35,400.00);

12 Plaintiff is further awarded attorney's fees pursuant to the note and deed of trust in the
13 sum of two thousand two hundred sixty two dollars (\$2,262.00);

14 Plaintiff is further awarded costs of suit in the sum of one thousand four hundred twelve
15 dollars and fifty cents (\$1,412.50).

16 As a result of the breach of contract, intentional misrepresentation, fraud, and conversion
17 of Defendants, Orange Crest Realty Corporation and Ronald Paul Shade, as alleged in the
18 complaint and as set forth and proved by the declaration pursuant to Code of Civil Procedure
19 §585, Judgment is hereby entered in favor of Plaintiff, Joseph Gyurko, and against Defendants,
20 Orange Crest Realty Corporation and Ronald Paul Shade, in the amount of thirty nine thousand
21 seventy four dollars and fifty cents (\$39,074.50).

22 Plaintiff is also awarded interest on the total judgment amount at the annual rate of ten
23 percent (10%) from the date of entry of Judgment.

24 DATED: FEB 05 2009

25 JOHN P. WADE
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I am employed in the county of Riverside, state of California. I am over the age of 18 and not a party to this action. My business address is 3800 Orange Street, Suite 270, Riverside, California 92501.

On January 9, 2009 ~~2008~~ I served the foregoing documents which are described as follows: **DEFAULT JUDGMENT** by placing a true and correct copy thereof enclosed in a sealed envelope addressed as follows:

Orange Crest Realty Corporation
6346 Brockton Avenue
Riverside, CA 92506
(Defendant)

Ronald Paul Shade
6346 Brockton Avenue
Riverside, CA 92506
(Defendant)

I am readily familiar with the firm's practice for collection and processing correspondence for mailing. Under the practice it is deposited in the ordinary course of business with the U.S. Postal Service each same day with postage thereon fully prepaid. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date are more than one day after the date of deposit for mailing stated in the affidavit. I placed the above-referenced document(s) in an envelope for collection and delivery on the aforementioned date.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on January 9, 2009 ~~2008~~ at Riverside, California.


Bridget Bornemann