

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

767A



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

**SUBMITTAL DATE:**  
JUL 27 2015

**SUBJECT:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 196, Item 526. Last assessed to: Jorge Peralta and Ana Peralta, husband and wife, as joint tenants. District 4 [\$43,537] Fund 65595 Excess Proceeds from Tax Sale.

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

1. Approve the claims from Global Discoveries, Ltd., assignee for Beneficial Financial I Inc. for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 641211018-4;

(continued on page two)

**BACKGROUND:**

**Summary**

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the 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  
Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 43,537	\$ 0	\$ 43,537	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

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

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

BY:   
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:   
Deputy

**9-18**

Prev. Agn. Ref.: District: 4 Agenda Number:

FORM APPROVED COUNTY COUNSEL 7/27/15  
DATE  
BY: GREGORY P. PRAMOS

Departmental Concurrence

A-30  Positions Added  Change Order   
4/5 Vote

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

**FORM 11:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 196, Item 526. Last assessed to: Jorge Peralta and Ana Peralta, husband and wife, as joint tenants. District 4 [\$43,537] Fund 65595 Excess Proceeds from Tax Sale.

**DATE:** JUL 27 2015

**PAGE:** Page 2 of 2

**RECOMMENDED MOTION:**

2. Authorize and direct the Auditor-Controller to issue a warrant to Global Discoveries, Ltd., assignee for Beneficial Financial I Inc. in the amount of \$43,537.84, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

**BACKGROUND:**

**Summary (continued)**

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

1. Claims from Global Discoveries, Ltd., assignee for Beneficial Financial I Inc. based on an Assignment of Right to Collect Excess Proceeds dated June 5, 2013, a Deed of Trust recorded December 27, 2006 as Instrument No. 2006-0945874 and a Deed of Trust recorded August 8, 2007 as Instrument No. 2007-0512516.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Global Discoveries, Ltd., assignee for Beneficial Financial I Inc. be awarded excess proceeds in the amount of \$43,537.84. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

**Impact on Citizens and Businesses**

Excess proceeds are being released to the Deed of Trust holder of the property.

**ATTACHMENTS (if needed, in this order):**

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



Ph: 209-593-3900 or 800-370-0372 | Fx: 209-549-9299 | Info@gd-ltd.com

1120 13th Street, Suite A | Modesto, CA 95354

**CLAIM SUMMARY**

Date: June 12, 2013  
To: Riverside County Treasurer and Tax Collector  
Assessors Parcel Number: 641211018-4  
Last Assessee: PERALTA JORGE & ANA  
Sale Date: 4/25/2013  
Item Number: 526

Dear Treasurer/Tax Collector:

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

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

1. Deed of Trust naming Beneficial California Inc as Beneficiary as Document Number: 2007-0512516, Recorded in Riverside County on 08/08/2007.
2. Corporate Merger documents filed with Secretary of State referencing Beneficial California Inc merge with and into Beneficial Financial I Inc.
3. Loan Agreement (NOTE)-along with supporting documentation attached to reference Wells Fargo Bank loan paid off.
4. Statement of Amount Due & Owing
5. Amount Due & Payable Calculation Worksheet
6. Certificate of Status filed with Secretary of State of California referencing Beneficial Financial I Inc in good standing
7. Notarized Certificate Stamped with Corporate Seal authorizing Timothy J. Wallace to act on behalf of Beneficial Financial I Inc as Vice President and Assistant Secretary of the Administrative Services Division
8. Assignment of Rights To Collect Excess Proceeds signed by Beneficial Financial I Inc successor by merger to Beneficial California, Inc.
9. Claim form(s) signed by Global Discoveries
10. Photo ID for: Timothy J. Wallace

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

- One warrant in the amount of \$33,632.00 or 100% of the claimant's share of the excess proceeds made payable to Global Discoveries, Ltd. and mailed to P.O. Box 1748, Modesto, California 95353-1748.

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

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

**Certified Tracking Number: 7012-3460-0001-6556-2231**



2nd DOT

Recording Requested By

WHEN RECORDED MAIL TO

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



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**DEED OF TRUST**

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

THIS DEED OF TRUST is made this 6TH day of AUGUST, 2007, among the Trustor, JORGE PERALTA AND ANA PERALTA, HUSBAND AND WIFE AS J/T

whose address is 13267 EL CAJON DR, DESERT HOT SP, CA 92240  
 (herein "Borrower"), STEWART TITLE GUARANTY  
 (herein "Trustee") and the Beneficiary, BENEFICIAL CALIFORNIA INC.  
 a corporation organized and existing under the laws of DELAWARE whose address is  
82-126 HIGHWAY 111, INDIO PLAZA, STE B, INDIO, CA 92201  
 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 34,605.35, evidenced by Borrower's Loan Agreement dated AUGUST 6, 2007 and any extensions or renewals thereof (including those pursuant to any Renegotiable Rate Agreement) (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on AUGUST 6, 2018;

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

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

CONTINUED ON EXHIBIT A-LEGAL DESCRIPTION

which has the address of 13267 EL CAJON DR, DESERT HOT SP  
(Street) (City)  
 California 92240 (herein "Property Address");  
(Zip Code)



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Public Record

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

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

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

COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest (including any variations in interest resulting from changes in the contract rate that may be specified in the Note) on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 2. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 12. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the loan current. Lender may accept any payment or partial payment insufficient to bring the loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each periodic payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Funds for Escrow Items.** Borrower shall pay to Lender on the day periodic payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any. These items are called "Escrow Items." At origination or at any time during the term of the loan, Lender may require that community association dues, fees, and assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in

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this Security Instrument, as the phrase "covenant and agreement" is used in Section 7. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 7 and pay such amount and Borrower shall then be obligated under Section 7 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 12 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 2.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 35000), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this security instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the loan does not qualify as a "federally related mortgage loan" under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**3. Application of Payments or Proceeds.** Except as otherwise described in this Section 3 or as may be required by the Note and/or applicable law, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the note; (c) amounts due under Section 2. Such payments shall be applied to each periodic payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent periodic payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one periodic payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the periodic payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more periodic payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or miscellaneous proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the periodic payments.

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

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

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such amounts and for such periods as Lender may require.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Acceleration; Remedies. Except as provided in paragraph 15 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in the paragraph 16 including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on

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Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

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

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

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

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

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

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

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

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

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

02-12-07 DOT



\*P66275003N93DOT9000CA0080460\*\*PERALTA

ORIGINAL

CA008046

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

Jorge Peralta  
Jorge Peralta - Borrower  
Ana Peralta  
Ana Peralta - Borrower

State of ) California  
County of Riverside

On Aug 06, 2007 before me, (Daniela Tostado), a Notary Public, personally appeared Jorge Peralta and Ana Peralta

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

WITNESS my hand and official seal  
Signature Daniela Tostado (Seal)



State of ) California  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, ( \_\_\_\_\_ ), a Notary Public, personally appeared \_\_\_\_\_

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

WITNESS my hand and official seal  
Signature: \_\_\_\_\_ (Seal)

02-12-07 DOT



\*P662750D3N9300T9000CA0080470\*\*PERALTA

ORIGINAL

CA008047

Public Record

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

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

03AT207 ALHMAN  
 0007-893771

**DO NOT RECORD**

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

**REQUEST FOR FULL RECONVEYANCE**

To be used only when note has been paid.

Dated \_\_\_\_\_

To HOUSEKEY FINANCIAL CORPORATION, Trustee:

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

MAIL RECONVEYANCE TO:	
	_____
	(By) _____
	(By) _____

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

02-12-07 00T

CA008048



Public Record

EXHIBIT A (PAGE 1)

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF DESERT HOT  
SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED  
AS:

LOT 132, DESERT SPRINGS ESTATES #1, AS PER MAP RECORDED IN  
BOOK 27 PAGES 46, 47 AND 48 OF MAPS, IN THE OFFICE OF THE  
COUNTY RECORDER OF SAID COUNTY. TAX MAP OR PARCEL ID NO.:  
641-211-018



\*P66275003N93D0T9000CA0080400\*\*PERALTA

\*

ORIGINAL

Public Record

**CERTIFICATE OF APPROVAL  
OF  
AGREEMENT AND PLAN OF MERGER**

---

**MERGER OF  
BENEFICIAL CALIFORNIA INC., a Delaware corporation  
WITH AND INTO  
BENEFICIAL FINANCIAL I INC., a California corporation**

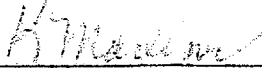
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Kathryn Madison and Loretta Abrams do hereby certify that:

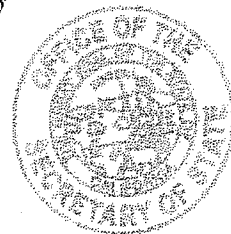
1. They are the President and Secretary, respectively of Beneficial California Inc., a Delaware corporation (the "Corporation").
2. The Agreement and Plan of Merger to which this certificate is attached, was duly adopted and approved by the Board of Directors and Shareholder of the Corporation which equaled or exceeded the vote required.
3. The Shareholder approval was by the sole holder of 100% of the outstanding shares of the Corporation.
4. The Corporation has one (1) class of shares, identified as common stock ("Common Stock"). The total number of shares of Common Stock outstanding entitled to vote on the merger is fifty (50).

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: September 29, 2009

  
\_\_\_\_\_  
Kathryn Madison, President

  
\_\_\_\_\_  
Loretta Abrams, Secretary



# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"BENEFICIAL CALIFORNIA INC.", A DELAWARE CORPORATION, WITH AND INTO "BENEFICIAL FINANCIAL I INC." UNDER THE NAME OF "BENEFICIAL FINANCIAL I INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF CALIFORNIA, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF SEPTEMBER, A.D. 2009, AT 9:45 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF OCTOBER, A.D. 2009.


A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4736584 8100M

090896192



You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7557664

DATE: 09-30-09

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 11:23 AM 09/30/2009  
FILED 09:45 AM 09/30/2009  
SRV 090896192 - 0778826 FILE

STATE OF DELAWARE  
CERTIFICATE OF MERGER

of

**BENEFICIAL CALIFORNIA INC.,**

a domestic corporation

with and into

**BENEFICIAL FINANCIAL I INC.,**

a foreign corporation

---

Pursuant to Title 8, Section 252 of the Delaware General  
Corporation Law of the State of Delaware

---

Beneficial Financial I Inc., a California corporation, does hereby certify:

**FIRST:** The name of each constituent corporation is Beneficial California Inc., a Delaware corporation, and Beneficial Financial I Inc., a California corporation (together, the "Constituent Corporations").

**SECOND:** The Agreement and Plan of Merger, dated as of September 22, 2009 by and among Beneficial California Inc., and Beneficial Financial I Inc. (the "Agreement and Plan of Merger") has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with the requirements of Section 252 of the Delaware General Corporation Law.

**THIRD:** The name of the surviving corporation of the merger is Beneficial Financial I Inc., a California corporation.

**FOURTH:** The Certificate of Incorporation of the surviving corporation, Beneficial Financial I Inc., shall be its Certificate of Incorporation.

**FIFTH:** This Certificate of Merger shall become effective on October 1, 2009 at 12:01AM Central Standard Time.

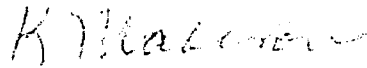
**SIXTH:** The executed Agreement and Plan of Merger is on file at the office of the Beneficial Financial I Inc., the address of which is 26525 North Riverwoods Blvd., Mettawa, Illinois 60045, a place of business of the surviving corporation.

**SEVENTH:** A copy of the Agreement and Plan of Merger will be furnished by Beneficial Financial I Inc., the surviving corporation, on request, without cost, to any stockholder of the Constituent Corporations.

**EIGHTH:** The surviving corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of the surviving corporation arising from this merger, including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the Delaware General Corporation laws, and irrevocably appoints the Secretary of State of Delaware as its agent to accept services of process in any such suit or proceeding. The Secretary of State shall mail any such process to the surviving corporation at 26525 North Riverwoods Blvd., Mettawa, Illinois 60045.

**IN WITNESS WHEREOF**, Beneficial Financial I Inc., the surviving corporation, has caused this certificate to be signed by an authorized officer, the 30<sup>th</sup> day of September, A.D., 2009.

By:



Name:

Kathryn Madison

Title:

President



2nd Note

**LOAN AGREEMENT**  
Including Truth-in-Lending Disclosure

California Finance Lenders License No. 603 3194

<b>Lender:</b> (Called "We", "Us", "Our") BENEFICIAL CALIFORNIA INC. 82-126 HIGHWAY 111 INDIO PLAZA, STE B INDIO, CA 92201	
<b>Borrowers:</b> (Called "You", "Your") JORGE L. PERALTA ANA PERALTA 13267 EL CAJON DR DESERT HOT SP, CA 92240	
<b>Date of Loan:</b> 08/06/2007	<b>Loan Number:</b>

In this agreement, "you", "your" mean the Borrower(s) who signs this agreement. "We", "us" and "our" refer to the Lender. This agreement covers the terms and conditions of your loan. It is important to us that you clearly understand the features of your loan. Please read this agreement carefully, and ask us any questions you may have.

Truth-in-Lending Disclosure			
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
12.366%	\$26,980.34 ("e")	\$32,999.62	\$59,979.96 ("e")
<b>Your payment schedule will be:</b>			
Number of Payments	Amount of Payments	When Payments are Due ("e")	
1	\$475.18	09/06/2007	
11	\$475.18	Day 06 of each month thereafter.	
12	\$469.46	Day 06 of each month thereafter.	
12	\$464.23	Day 06 of each month thereafter.	
12	\$459.49	Day 06 of each month thereafter.	
12	\$455.28	Day 06 of each month thereafter.	
12	\$451.61	Day 06 of each month thereafter.	



NOTE  
see  
sub  
D

12	\$448.49	Day 06 of each month thereafter.
12	\$445.95	Day 06 of each month thereafter.
12	\$444.01	Day 06 of each month thereafter.
12	\$442.67	Day 06 of each month thereafter.

"e" means an estimate

**Assumption:** Someone buying your home cannot assume the remainder of the mortgage on the original terms.

**YOU ARE GIVING US A SECURITY INTEREST IN THE REAL PROPERTY AS DESCRIBED IN THE DEED OF TRUST AND LOCATED AT:**

13267 EL CAJON DR  
DESERT HOT SP, CA 92240

**Late Charge** If your monthly installment is not paid in full within 10 day(s) after it is due, you will be charged a late charge equal to 5% of the unpaid amount of the monthly installment.

**Prepayment** You may prepay your loan in full or in part at any time. If you pay off your loan early, you may have to pay a penalty and you will not be entitled to a refund of that part of the Finance Charge consisting of any prepaid finance charges.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

**The Settlement Statement provides your disbursements and the Itemization of the Amount Financed.**

The figure disclosed in the Annual Percentage Rate box on page one is a composite Annual Percentage Rate which reflects the effect of the various interest rate reductions over the term of your loan. Your payment schedule assumes that all payments are received on the due date. See the "Adjustment to Contract Rate (Pay Right Rewards Program)" section of this agreement.

#### ABOUT THE SECURITY:

##### Your Obligation to Insure

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



**Real Property Taxes and Homeowners Insurance**

Homeowners Insurance covering fire and other hazards on the real property security is required, naming us as a loss payee for the term of your loan. You shall pay us on the day that monthly installments are due under this agreement, an additional sum (the "Funds") to be used to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Deed of Trust as a lien or encumbrance on the real property; (b) leasehold payments or ground rents on the real property, if any; (c) premiums for any and all insurance required by us under this agreement and the Deed of Trust ("Escrow Items"). You will pay us the Funds for Escrow Items unless we waive your obligation to pay the Funds for any or all Escrow Items. We may waive your obligation to pay us Funds for any or all Escrow Items at any time. Any such waiver must be in writing. In the event of such waiver, you will be solely responsible for paying the amounts due for any Escrow Items directly and, if we require, you shall furnish us with receipts evidencing such payment within such time period as we may reasonably require.

**Title Insurance**

Title insurance on the real property security is required, naming us as a loss payee. You must purchase title insurance or its local equivalent protecting our lien on the real property as a condition to obtaining your loan. You may purchase title insurance from any title insurance provider you choose that we reasonably believe provides sufficient financial protection to us. You request such title insurance and authorize us to deduct the costs of the title insurance from your loan proceeds in order to pay the title insurance provider.

**Lender's Right to Place Hazard Insurance**

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



**Insurance**

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

You direct the disbursements shown on the settlement statement form, acknowledge receiving a copy of this agreement and that form, Group Creditor Insurance Certificates, if any such coverage requested, and disability claim procedures.

You do intend to use the proceeds of this loan primarily for personal, family or household purposes. This loan made pursuant to the California Finance Lenders Law, Division 9 of the Financial Code.

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

**ABOUT YOUR LOAN REPAYMENT:**

SCHEDULED MATURITY DATE	08/06/2018	PREPAID FINANCE CHARGES	\$1,605.73
MONTHS OF CONTRACT	132	PRINCIPAL	\$34,605.35
CONTRACT RATE (per year)	12.090%		
AMOUNT FINANCED	\$32,999.62		

**Promise to Pay**

You agree to the terms of this agreement and promise to pay us the principal (Amount Financed plus prepaid finance charges consisting of Origination Fee/Points and Closing Fee) plus interest which is computed at a rate of 12.090% (the "Contract Rate"). You agree to pay us in monthly installments as stated in the Payments provision of this agreement. You also agree to pay us: (a) other charges as provided in this agreement; (b) credit insurance charges, if any; (c) collection costs permitted by applicable law, including reasonable attorneys' fees otherwise due under your Deed of Trust and (d) any other charges reflected in your settlement statement.

**Interest**

Interest will be charged on the unpaid principal until the full amount of principal has been paid. You will pay us interest at a yearly Contract Rate of 12.090%.

The interest rate you will pay will change in accordance with the "Adjustment to Contract Rate (Pay Right Rewards Program)" section of this agreement.

The interest rate required by this provision (and the Adjustment to Contract Rate [Pay Right Rewards Program] provision of this



agreement) is the rate you will pay both before and after any default as described in this agreement.

## Payments

### Time and Place of Payments

You will pay us principal and interest by paying your monthly installments.

You will make your monthly installments to us on the same day of each month beginning on or about 09/06/2007. You will make these monthly installments every month until you have paid all of the principal and interest and any other charges described herein that you may owe under this agreement. Your monthly installments will be applied to interest before principal. If, on the Scheduled Maturity Date, 08/06/2018, you still owe amounts under this agreement, you will pay those amounts in full on that date, which amount will include interest at the then current Contract Rate or any such other rate as required by law.

You will make your monthly installments at the address shown on page one or at the address shown on your monthly billing statement or at a different place that we may give you.

### Amount of Monthly Installments

Your initial monthly installment will be in the amount of \$475.18, plus the amount of any optional insurance or funds for escrow you elected. Your monthly installment amount will change if the interest rate that you must pay changes. We will determine your new interest rate and the changed amount of your monthly installment in accordance with the Adjustment to Contract Rate (Pay Right Rewards Program) provision of this agreement.

### Adjustment to Contract Rate (Pay Right Rewards Program)

The Contract Rate of 12.090% will decrease by 0.30% beginning with the thirteenth (13<sup>th</sup>) month after every twelve (12) consecutive monthly periods where all monthly installments were made in full within 30 days of their due date. Up to a maximum of 10 Contract Rate reductions are available during the term of your loan. For each Contract Rate reduction, the monthly installment will be reduced accordingly. Notwithstanding anything to the contrary in this paragraph, you will not receive any Contract Rate reductions or the reduced monthly installment after 24 periods of delinquency. A "period of delinquency" is defined as any monthly installment that is received more than 30 days past its due date. Consecutive monthly installments received more than 30 days past their respective due dates each count as separate periods of delinquency.

### Prepayment

Subject to the prepayment penalty described below, you may prepay your loan in full or in part at any time. If you pay off your loan early, you may have to pay a penalty and you will not be entitled to a refund of that part of the Finance Charge consisting of any prepaid finance charges.

### Prepayment Penalty

08/06/2007 17:19

Page 5 of 8

0315LE11



\* P662750D3N - 93 - CET - 9 - 000 - 0315LE - Z - 5 - O \*\* PERALTA ^ ORIGINAL

Your loan contains a prepayment penalty. If you prepay the entire outstanding balance of your loan at any time within 24 months of the Date of Loan, 08/06/2007, you agree to pay a prepayment penalty equal to the payment of six (6) months advance interest on the amount prepaid in excess of twenty percent (20%) of the original principal amount. No prepayment penalty will be imposed: (a) if your loan is refinanced by another loan with us; (b) after 24 months; (c) if your loan is prepaid from the proceeds of any insurance; or (d) if we sue you.

**Late Charge**

If your monthly installment is not paid in full within 10 day(s) after it is due, you will be charged a late charge equal to 5% of the unpaid amount of the monthly installment.

**Bad Check Charge**

You agree to pay \$15.00 each time any check or payment is made on your loan by any means, including but not limited to, a check or ACH (our Authorization to Debit Account), which is returned unpaid by your bank or other financial institution for any reason.

**Additional Charges**

You agree to pay any amounts actually incurred by us for services rendered in connection with the opening and servicing of your loan, as allowed by law. These amounts may include fees for appraisals, title examination, title insurance or its local equivalent, fees and taxes paid to public officials in connection with recording, releasing or satisfying the Deed of Trust and other taxes as shown in the Settlement Statement incorporated herein by this reference. You also agree to pay any other amounts incurred by us in connection with the servicing of your loan including any amounts that we may (but need not) pay or that are otherwise due under the Deed of Trust, incorporated herein by this reference.

**Default**

If you fail to make any monthly installment after it becomes due or fail to comply with the terms of the Deed of Trust, we may require that you pay us, at once and without prior notice or demand, the unpaid balance of your loan plus accrued interest and any applicable charges in this agreement as authorized.

**Security Interest**

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

**Satisfaction of Judgment - Spouse's Property**

The separate property of any married person who signs below shall be subject to execution to satisfy any judgment entered on this agreement.

**Due-on-Sale**

Please note the following provision contained in the Deed of Trust:

Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) The creation of a lien or other encumbrance subordinate to this Deed of Trust which does not relate to a transfer of rights of occupancy in the property; Provided, that such lien or encumbrance is not created pursuant to a contract for deed; (b) The creation of a purchase-money security interest for household appliances; (c) A transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety; (d) The granting of a leasehold interest which has a term of three years or less and which does not contain an option to purchase; (e) A transfer in



which the transferee is a person who occupies or will occupy the property, which is: (A) a transfer to a relative resulting from the death of the borrower; (B) a transfer where the spouse or child(ren) becomes an owner of the property; (C) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the property; or (f) a transfer into an inter vivos trust in which the borrower is, and remains, the beneficiary and occupant of the property, unless, as a condition precedent to such transfer, the borrower refuses to provide the lender with reasonable means acceptable to the lender by which the lender will be assured of timely notice of any subsequent transfer of the beneficial interest or change in occupancy; the lender may, at lender's option, declare all sums secured by this Deed of Trust to be immediately due and payable.

---

**ABOUT OUR RELATIONSHIP:**

<b>Exchange of Information</b>	You understand and agree that we will call you from time to time to discuss your financial needs and any loan products that may be of interest to you as may be permitted by applicable law. For more information regarding our privacy practices, please refer to our Privacy Statement, which is included with your loan documents. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you.
<b>Credit Bureau Reporting</b>	If you fail to fulfill the terms of your loan, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency.
<b>Telephone Monitoring</b>	You agree that we may listen to and/or record telephone calls between you and our representatives for quality assurance purposes.
<b>Insurance</b>	Credit insurance is optional. Any applicable insurance disclosures are included with this agreement and are incorporated herein by this reference.
<b>Alternative Dispute Resolution</b>	The terms of the Arbitration Rider signed by you as part of your loan transaction are incorporated herein by this reference.
<b>Applicable Law</b>	The terms and conditions of this agreement will be governed by the California Finance Lenders Law (CFLL). This loan was made for a personal, family or household purpose, pursuant to the CFLL, Division 9 of the Financial Code.



If any provision of this agreement is finally determined to be void or unenforceable under any law, rule, or regulation, all other provisions of this agreement will remain valid and enforceable. Our failure to enforce any provision(s) to this agreement shall not be deemed to constitute a waiver of such term(s). In order for any amendment to this agreement to be valid, it must be agreed to by you and us.

You acknowledge that before signing this agreement, you have read and received this agreement which includes the Federal Truth-in-Lending disclosure and, as applicable, any other riders and/or disclosures incorporated herein by reference. By signing below, you agree to observe the terms and conditions of this agreement.

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

Borrower: Jorge L. Peralta Date: 8-6-07  
JORGE L. PERALTA

Borrower: Ana Peralta Date: 8/6/07  
ANA PERALTA

Witness: Daniel Sotelo





257916  
362985 SA

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

F. ROMAN & MARY ANN YOUNG  
18240 Tribune St.  
Northridge, CA 91326

MAIL TAX STATEMENTS TO

13267 El Cajon Drive  
Desert Hot Springs, CA

RECEIVED FOR RECORD

DEC 29 1977

AT 9:00 O'CLOCK A.M.  
IN FRONT OF  
TITLE No. 8 71811 CA  
Book 1977, Page 257916  
Recorded in Official Records  
of Riverside County

W.D. Balogh  
REC 3

PAID  
Doc. Transfer Tax  
W. D. BALOGH  
RIV. CO. RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Grant Deed

TO 1921 CA (12-74) THIS FORM FURNISHED BY TIGOR TITLE INSURERS A.P.N. 641-211-018-4

The undersigned grantor(s) declare(s):  
Documentary transfer tax is \$ 33.35

(X) computed on full value of property conveyed, or  
( ) computed on full value less value of liens and encumbrances remaining at time of sale.  
( ) Unincorporated area: City of Desert Hot Springs, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
AMH CORPORATION, a Delaware corporation who acquired title as  
AMERICAN MOBILHOME CORPORATION,

a corporation organized under the laws of the State of Delaware hereby GRANTS TO  
F. ROMAN YOUNG and MARY ANN YOUNG,  
husband and wife as joint tenants

the following described real property in the City of Desert Hot Springs  
County of Riverside, State of California:

Lot 132, DESERT SPRINGS ESTATES #1, in the County of Riverside,  
State of California, as per Map recorded in Book 27, Pages 46,  
47 & 48 of Maps, in the Office of the County Recorder of said  
County.

SUBJECT TO: Taxes for the fiscal year 1977/1978  
All matters of public record

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instru-  
ment to be executed by its Donald G. Watt President and Donald G. Watt Secretary  
thereunto duly authorized.

Dated: March 25, 1977

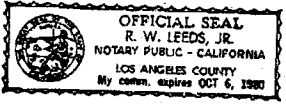
STATE OF CALIFORNIA }  
COUNTY OF Los Angeles } SS.

On APRIL 6, 1977 before me, the under-  
signed, a Notary Public in and for said State, personally appeared  
Donald G. Watt known  
to me to be the President, and

Donald G. Watt known to me to be  
Secretary of the Corporation that executed the  
within instrument, known to me to be the persons who executed the  
within instrument on behalf of the Corporation therein named, and  
acknowledged to me that such Corporation executed the within instru-  
ment pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature: R.W. Leeds, Jr.



(This area for official notarial seal)

Title Order No. 362985-ZH Escrow or Loan No.

MAIL TAX STATEMENTS AS DIRECTED ABOVE

END RECORDED DOCUMENT W. D. BALOGH, COUNTY RECORDER

when sites  
was first sold  
from Developer

Partial Proof  
P-1 is paid.

**SETTLEMENT STATEMENT (HUD-1A)**  
**Optional Form for Transactions without Sellers**  
**U.S. Department of Housing and Urban Development**

Settlement Date: 12/22/2006
Name and Address of Lender: BENEFICIAL CALIFORNIA INC. 82-126 HIGHWAY 111 INDIO PLAZA, STE B INDIO, CA 92201
Settlement Agent: I.R.E. Processing
Place of Settlement: 13267 EL CAJON DR DESERT HOT SPRINGS, CA 92240

Name and Address of Borrower(s): JORGE L. PERALTA ANA PERALTA 13267 EL CAJON DR DESERT HOT SP, CA 92240
Property Location: 13267 EL CAJON DR DESERT HOT SP, CA 92240

Loan Number			
<b>L SETTLEMENT CHARGES</b>			
<b>800 ITEMS PAYABLE IN CONNECTION WITH LOAN:</b>			
801. Loan Origination Fee/Points:	3.50%		\$347.45
802. Loan Discount Fee/Points:			
803. Appraisal Fee To:			
804. Credit Report To:			
805. Inspection Fee To:			
806. Mortgage Insurance Application Fee To:			
807. Mortgage Broker Fee To:			
808. Document Preparation Fee:			
809. Tax Service Fee: FIDELITY			\$50.00
810. Flood Certification Fee:			
<b>800 ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE:</b>			
901. Interest From To @ \$ Per Day			
902. Mortgage Insurance Premium For Months To			
903. Hazard Insurance Premium For Year(s) To			
<b>1000 RESERVES DEPOSITED WITH LENDER:</b>			
1001. Hazard Insurance:	months @ \$	per month	
1002. Mortgage Insurance:	months @ \$	per month	
1003. City Property Tax:	months @ \$	per month	
1004. County Property Tax:	months @ \$	per month	
1005. Annual Assessments:	months @ \$	per month	
<b>1100 TITLE CHARGES:</b>			
1101. Settlement or Closing Fee ("Escrow Fee") To: I.R.E. Processing			\$135.00
1102. Abstract or Title Search To:			
1103. Title Examination To:			
1104. Title Insurance Binder To:			
1105. Document Preparation To:			
1106. Notary Fees To:			
1107. Attorneys' Fees To: (Includes Above Item Numbers)			
1108. Title Insurance To: STEWART TITLE GUARANTY (Includes Above Item Numbers)			\$582.40
1109. Lender's Coverage:			
1110. Owner's Coverage:			
<b>1200 GOVERNMENT RECORDING AND TRANSFER CHARGES:</b>			
1201. Recording Fees: RIVERSIDE COUNTY RECORDER Mortgage/Deed of Trust		Release N/A	\$33.00
1202. City/County Tax/Stamps:			
1203. State Tax/Stamps:			
1204.			
1205.			
<b>1300 ADDITIONAL SETTLEMENT CHARGES:</b>			
1301. Survey To:			
1302. Pest Inspection To:			
1303. Architectural/Engineering Services To:			
1304. Building Permit To:			
1400. TOTAL SETTLEMENT CHARGES:			\$1,147.85
<b>M DISBURSEMENT TO OTHERS</b>			
1501. HFC0014063218			\$159,603.90
1502. RIVERSIDE COUNT			\$318.16
1503. WF FINANCIAL - P-2 Pay Off			\$1,046.25
1504. 21176116511281M			\$6,369.90
1505. TOTAL DISBURSED:			\$167,338.21

*HUD showing  
Wells Fargo  
Paid off.*



*AP 107339.21  
12/22/06 0215LE12  
JCP  
12/22/06  
12/22/06*

**SETTLEMENT STATEMENT (HUD-1A)**  
**Optional Form for Transactions without Sellers**  
**U.S. Department of Housing and Urban Development**

NET SETTLEMENT		
1600.	LOAN AMOUNT:	\$169,531.10
1601.	Plus Cash/Check From Borrower:	\$0.00
1602.	Minus Total Settlement Charges: (Line 1400)	\$1,147.85
1603.	Minus Total Disbursement To Others: (Line 1505)	\$465,873.80
1604.	Equals Disbursement To Borrower: (After Expiration Of Any Applicable Rescission Period Required By Law)	\$2,969.25

**Borrower(s) Signature(s):**

Borrower: Jorge L Peralta Date: 12-22-06  
 JORGE L. PERALTA

Borrower: ANA Peralta Date: 12/22/06  
 ANA PERALTA

**Notice Regarding Loan Settlement Statement**

The actual disbursement amounts, as stated on this Settlement Statement given at the time of funding, may reflect changes due to updated payoff figures or the subsequent voluntary purchase of ancillary products provided at the time of funding.



STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 641211018-4, Situs Address: 13267 EL CAJON DR, DSRT HOT SPG, 92240 was \$34,605.35. The amount still due and owing as of the 4/25/2013 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$33,632.00; no further payments were received after this date.

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

6-5-13  
DATE: MONTH, DAY, YEAR

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

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of Florida

County of Hillsborough

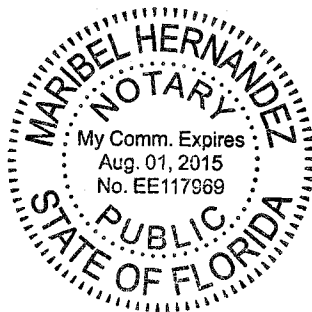
On 6/5/2013 before me, Maribel Hernandez, personally appeared  
(Date) (here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

[Signature] (seal)  
Signature of Notary Public



### Amount Due And Payable Calculation

Trustor(s) or Debtor(s):	Jorge and Ana Peralta
Beneficiary(ies) or Creditor(s):	Beneficial Financial I Inc successor by merger to Beneficial California, Inc.
Instrument Number:	2007-0512516
County:	Riverside
APN:	641211018-4
Original Principal Balance of Loan:	\$34,605.35
Interest Rate:	12.37%
Interest Accrual to Date:	4/25/2013
Monthly Payment:	\$451.61
Late Payment Penalty-Percent:	5%
<b>Total Due to Date:</b>	<b>\$33,632.00</b>

State of California  
Secretary of State  
CERTIFICATE OF STATUS

ENTITY NAME:

BENEFICIAL FINANCIAL I INC.

FILE NUMBER:  
FORMATION DATE: 09/11/1998  
TYPE: DOMESTIC CORPORATION  
JURISDICTION: CALIFORNIA  
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,  
hereby certify:

The records of this office indicate the entity is authorized to  
exercise all of its powers, rights and privileges in the State of  
California.

No information is available from this office regarding the financial  
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate  
and affix the Great Seal of the State of  
California this day of August 02, 2012.

*Debra Bowen*

DEBRA BOWEN  
Secretary of State

RYM

**CERTIFICATE**

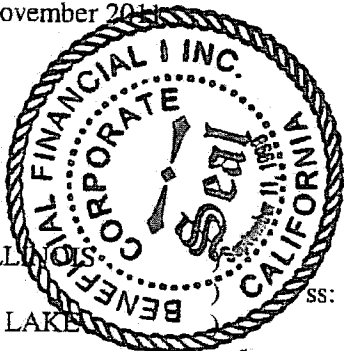
**BENEFICIAL FINANCIAL I INC.**  
(successor by merger to Beneficial California Inc.)

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

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

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

[SEAL]



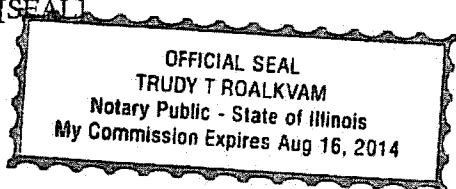
*Lynne C. Zaremba*  
Lynne C. Zaremba  
Assistant Secretary

STATE OF ILLINOIS  
COUNTY OF LAKE

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

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

[SEAL]



*Trudy T Roalkvam*  
Notary Public

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

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

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

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

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

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

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

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

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



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

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

ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

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

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby assign to GLOBAL DISCOVERIES, LTD. my right to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 641211018-4, Tax Sale Number, Item 526 sold at public auction on 4/25/2013. I understand that the total of excess proceeds available for refund is \$ 44,034.00+/-, and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VALUABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning.

[Signature] 6-5-13  
(Signature of Party of Interest/Assignor) (Date)

Beneficial Financial I Inc successor by merger to Beneficial California, Inc.-By: Timothy J. Wallace-Vice President and Assistant Secretary of the Administrative Services Division  
(Name Printed)

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

636 Grand Regency Blvd.  
(Address)

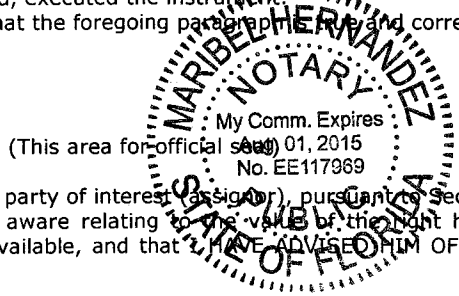
Brandon, FL 33510  
(City/State/Zip)

STATE OF Florida  
COUNTY OF Hillsborough ) ss.

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

On 6/5/2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Timothy J. Wallace Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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



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

[Signature]  
(Signature of Assignee)

Jed Byerly, Chief Operating Officer  
(Name Printed)

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

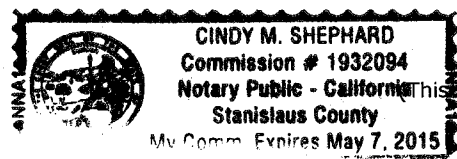
Global Discoveries, Ltd.  
(Address)

STATE OF CALIFORNIA ) ss.  
COUNTY OF Stanislaus )

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

On 6-17-13, before me, the undersigned, a Notary Public in and for said State, personally appeared \*\*\*Jed Byerly\*\*\* who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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



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

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 641211018-4

Item Number: 526

Date of Sale: 4/25/2013

The undersigned claimant, Global Discoveries, Ltd., claims \$33,632.00+/- or 100% of the claimant's share of the actual amount of excess proceeds from the sale of the property referenced above.

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

Please refer to Claim Summary and attached Documents

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

Executed this 13<sup>th</sup> day of JUNE, 2013 at Modesto, California.

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

**CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC**

State of California)

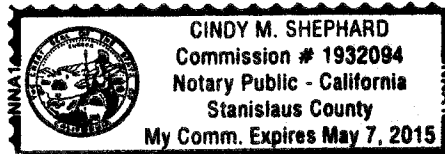
County of Stanislaus)

On 6-17-13 before me, Cindy M. Shepard, Notary Public, personally appeared  
(Date) (here insert name and title of the officer)


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

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

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



**Florida**  
DRIVER LICENSE CLASS E



TIMOTHY JAMES WALLACE

DOB: 06-01-1969 SEX: M  
ISSUED: 06-26-2010 HGT: 5-04  
EXPIRES: 06-01-2018  
REST: A  
ENDORSE:

*Timothy Wallace*

SAFE DRIVER

Operation of a motor vehicle constitutes consent to any sobriety test requested by law.

RESTRICTIONS: A-Corrective Lenses  
ENDORSEMENTS:

CLASS: E - Any non-commercial vehicle with a GVWR less than 28,001 lbs. or any RV  
REPLACEMENT LICENSE REQUIRED WITHIN 10 DAYS OF ADDRESS OR NAME CHANGE.  
The State of Florida retains all property rights therein.

Executive Director  
Julie Jones  
Sandra C. Lambert  
Director of Driver Licenses  
H281000020146  
Rev Date 02-21-09

www.flhsmv.gov

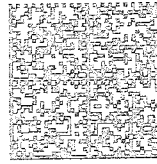


01000428410015

**CERTIFIED MAIL™**



7012 3460 0001 6556 2231



UNITED STATES POSTAGE  
WITNEY BOWEN  
02 1P \$ 008.97  
0003945878 JUN 18 2013  
MAILED FROM ZIP CODE 95354

TREASURY TAX COLLECTOR

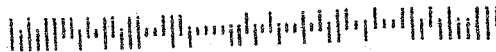
JUN 21 2013

**RECEIVED**

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



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





June 12, 2015

**VIA CERTIFIED MAIL**

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

APN(S): 641211018-4  
Date of Sale: 04/25/2013  
TC # 196  
Item #526

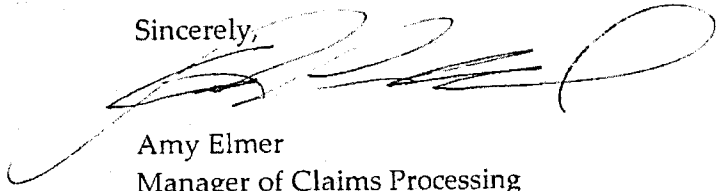
Dear Excess Proceeds Dept:

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

- **Original/Updated** Statement of Amount Due and Owing(s) for APN: 641211018-4
- **Original/Updated** Statement of Amount due and Owing(s) for APN: 641211018-4

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

Sincerely,



Amy Elmer  
Manager of Claims Processing  
Global Discoveries, LTD.

Certified Tracking# 7014-2120-0004-6428-1624

STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 641211018-4, Situs Address: 13267 EL CAJON DR, DSRT HOT SPG, 92240 was \$34,605.35. The amount still due and owing as of the 4/25/2013 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$33,632.00; no further payments were received after this date.

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

6-8-15  
DATE: MONTH, DAY, YEAR

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

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of FLORIDA

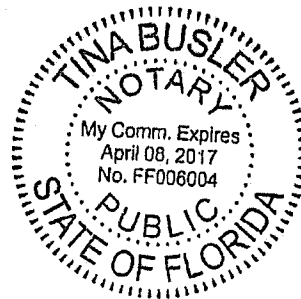
County of HILLSBOUGH

On 6/8/15 before me, TINA BUSLER, personally appeared  
(Date) (here insert name and title of the officer)

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

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

WITNESS my hand and official seal.  
Tina Busler (seal)  
Signature of Notary Public





Ph: 209-593-3900 or 800-370-0372 | Fx: 209-549-9299 | Info@gd-ltd.com

1120 13th Street, Suite A | Modesto, CA 95354

**CLAIM SUMMARY**

Date: June 12, 2013  
To: Riverside County Treasurer and Tax Collector  
Assessors Parcel Number: 641211018-4  
Last Assessee: PERALTA JORGE & ANA  
Sale Date: 4/25/2013  
Item Number: 526

Dear Treasurer/Tax Collector:

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

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

1. Deed of Trust naming Beneficial California Inc as Beneficiary as Document Number: 2006-0945874, Recorded in Riverside County on 12/27/2006.
2. Corporate Merger documents filed with Secretary of State referencing Beneficial California Inc merge with and into Beneficial Financial I Inc.
3. Loan Agreement (NOTE)-along with supporting documentation attached to reference Wells Fargo Bank loan paid off.
4. Statement of Amount Due & Owing
5. Amount Due & Payable Calculation Worksheet
6. Certificate of Status filed with Secretary of State of California referencing Beneficial Financial I Inc in good standing
7. Notarized Certificate Stamped with Corporate Seal authorizing Timothy J. Wallace to act on behalf of Beneficial Financial I Inc as Vice President and Assistant Secretary of the Administrative Services Division
8. Assignment of Rights To Collect Excess Proceeds signed by Beneficial Financial I Inc successor by merger to Beneficial California, Inc.
9. Claim form(s) signed by Global Discoveries
10. Photo ID for: Timothy J. Wallace

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

- One warrant in the amount of \$44,034.00 or 100% of the claimant's share of the excess proceeds made payable to Global Discoveries, Ltd. and mailed to P.O. Box 1748, Modesto, California 95353-1748.

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

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

**Certified Tracking Number: 7012-3460-0001-6556-2231**





1st DOT

Recording Requested By

WHEN RECORDED MAIL TO

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



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**DEED OF TRUST**

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

THIS DEED OF TRUST is made this 22ND day of DECEMBER, 2006, among the Trustor, JORGE PERALTA AND ANA PERALTA, HUSBAND AND WIFE AS JOINT TENANTS

whose address is 13267 EL CAJON DR, DESERT HOT SP, CA 92240  
 (herein "Borrower"), STEWART TITLE GUARANTY  
 (herein "Trustee") and the Beneficiary, BENEFICIAL CALIFORNIA INC.,  
 a corporation organized and existing under the laws of DELAWARE whose address is  
82-126 HIGHWAY 111, INDIO PLAZA, STE B, INDIO, CA 92201  
 (herein "Lender").

The following paragraph preceded by a checked box is applicable.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 169,531.10, evidenced by Borrower's Loan Agreement dated DECEMBER 22, 2006 and any extensions or renewals thereof (including those pursuant to any Renegotiable Rate Agreement) (herein "Note"), providing for monthly installments of principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable, with the balance of the indebtedness, if not sooner paid, due and payable on DECEMBER 22, 2026;

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

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

CONTINUED ON EXHIBIT A-LEGAL DESCRIPTION

which has the address of 13267 EL CAJON DR, DESERT HOT SP  
 (Street) (City)  
 California 92240 (herein "Property Address");  
 (Zip Code)



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

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

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

COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest (including any variations in interest resulting from changes in the contract rate that may be specified in the Note) on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 2. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 12. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the loan current. Lender may accept any payment or partial payment insufficient to bring the loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each periodic payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Funds for Escrow Items.** Borrower shall pay to Lender on the day periodic payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any. These items are called "Escrow Items." At origination or at any time during the term of the loan, Lender may require that community association dues, fees, and assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in

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this Security Instrument, as the phrase "covenant and agreement" is used in Section 7. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 7 and pay such amount and Borrower shall then be obligated under Section 7 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 12 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 2.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 35000), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this security instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the loan does not qualify as a "federally related mortgage loan" under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**3. Application of Payments or Proceeds.** Except as otherwise described in this Section 3 or as may be required by the Note and/or applicable law, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the note; (c) amounts due under Section 2. Such payments shall be applied to each periodic payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent periodic payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one periodic payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the periodic payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more periodic payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or miscellaneous proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the periodic payments.

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

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

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such amounts and for such periods as Lender may require.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Acceleration; Remedies. Except as provided in paragraph 15 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in the paragraph 16 including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on

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Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

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

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

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

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

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

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

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

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

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

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CA008036

Public Record

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

(Page 7 of 8)

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

Jorge Peralta  
Jorge Peralta - Borrower  
Ana Peralta  
Ana Peralta - Borrower

State of ) California  
County of Riverside )

On December 22, 2006 before me, (Maria del Pilar Avalos), a Notary Public, personally appeared Jorge Peralta, Ana Peralta

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

WITNESS my hand and official seal  
Signature: [Signature] (Seal)



State of ) California  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, ( \_\_\_\_\_ ), a Notary Public, personally appeared \_\_\_\_\_

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

WITNESS my hand and official seal  
Signature: \_\_\_\_\_ (Seal)

08-23-06 DOT



\*P662750D3N97DOT9000CA0080370\*\*PERALTA

ORIGINAL

CA008037

Public Record

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

**Deed of Trust**  
 WITH POWER OF SALE  
 (LONG FORM)  
**Housekey**  
**Financial**  
**Corporation**  
 AS TRUSTEE  
 T006-161275

**DO NOT RECORD**

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

**REQUEST FOR FULL RECONVEYANCE**

To be used only when note has been paid.

Dated \_\_\_\_\_

To HOUSEKEY FINANCIAL CORPORATION, Trustee:

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

MAIL RECONVEYANCE TO:	
	_____
	_____
	(By) _____
	(By) _____

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

08-23-06-06 DOT

CA008038



\*P66275003N9DOT9000CA0080380\*\*PERALTA

\*

ORIGINAL

Public Record



EXHIBIT A (PAGE 1)

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF DESERT HOT SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS:

LOT 132, DESERT SPRINGS ESTATES #1, AS PER MAP RECORDED IN BOOK 27 PAGES 46, 47 AND 48 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. TAX MAP OR PARCEL ID NO.: 641-211-018-4



\*P662750D3N97DOT9000CA0080300\*\*PERALTA

\*

ORIGINAL

Public Record

**CERTIFICATE OF APPROVAL  
OF  
AGREEMENT AND PLAN OF MERGER**

---

**MERGER OF  
BENEFICIAL CALIFORNIA INC., a Delaware corporation  
WITH AND INTO  
BENEFICIAL FINANCIAL I INC., a California corporation**

---

Kathryn Madison and Loretta Abrams do hereby certify that:

1. They are the President and Secretary, respectively of Beneficial California Inc., a Delaware corporation (the "Corporation").
2. The Agreement and Plan of Merger to which this certificate is attached, was duly adopted and approved by the Board of Directors and Shareholder of the Corporation which equaled or exceeded the vote required.
3. The Shareholder approval was by the sole holder of 100% of the outstanding shares of the Corporation.
4. The Corporation has one (1) class of shares, identified as common stock ("Common Stock"). The total number of shares of Common Stock outstanding entitled to vote on the merger is fifty (50).

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

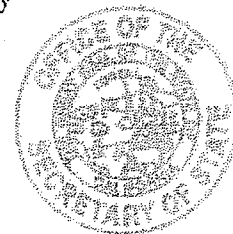
Date: September 29, 2009

*K. Madison*

\_\_\_\_\_  
Kathryn Madison, President

*L. Abrams*

\_\_\_\_\_  
Loretta Abrams, Secretary



# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"BENEFICIAL CALIFORNIA INC.", A DELAWARE CORPORATION, WITH AND INTO "BENEFICIAL FINANCIAL I INC." UNDER THE NAME OF "BENEFICIAL FINANCIAL I INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF CALIFORNIA, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF SEPTEMBER, A.D. 2009, AT 9:45 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF OCTOBER, A.D. 2009.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4736584 8100M

090896192



Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 7557664

DATE: 09-30-09

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 11:23 AM 09/30/2009  
FILED 09:45 AM 09/30/2009  
SRV 090896192 - 0778826 FILE

STATE OF DELAWARE  
CERTIFICATE OF MERGER

of

**BENEFICIAL CALIFORNIA INC.,**

a domestic corporation

with and into

**BENEFICIAL FINANCIAL I INC.,**

a foreign corporation

---

Pursuant to Title 8, Section 252 of the Delaware General  
Corporation Law of the State of Delaware

---

Beneficial Financial I Inc., a California corporation, does hereby certify:

**FIRST:** The name of each constituent corporation is Beneficial California Inc., a Delaware corporation, and Beneficial Financial I Inc., a California corporation (together, the "Constituent Corporations").

**SECOND:** The Agreement and Plan of Merger, dated as of September 22, 2009 by and among Beneficial California Inc., and Beneficial Financial I Inc. (the "Agreement and Plan of Merger") has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with the requirements of Section 252 of the Delaware General Corporation Law.

**THIRD:** The name of the surviving corporation of the merger is Beneficial Financial I Inc., a California corporation.

**FOURTH:** The Certificate of Incorporation of the surviving corporation, Beneficial Financial I Inc., shall be its Certificate of Incorporation.

**FIFTH:** This Certificate of Merger shall become effective on October 1, 2009 at 12:01AM Central Standard Time.

**SIXTH:** The executed Agreement and Plan of Merger is on file at the office of the Beneficial Financial I Inc., the address of which is 26525 North Riverwoods Blvd., Mettawa, Illinois 60045, a place of business of the surviving corporation.

**SEVENTH:** A copy of the Agreement and Plan of Merger will be furnished by Beneficial Financial I Inc., the surviving corporation, on request, without cost, to any stockholder of the Constituent Corporations.

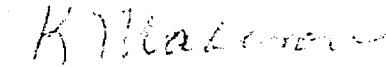
**EIGHTH:** The surviving corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of the surviving corporation arising from this merger, including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the Delaware General Corporation laws, and irrevocably appoints the Secretary of State of Delaware as its agent to accept services of process in any such suit or proceeding. The Secretary of State shall mail any such process to the surviving corporation at 26525 North Riverwoods Blvd., Mettawa, Illinois 60045.

**IN WITNESS WHEREOF**, Beneficial Financial I Inc., the surviving corporation, has caused this certificate to be signed by an authorized officer, the 30<sup>th</sup> day of September, A.D., 2009.

By:

Name:

Title:



Kathryn Madison

President

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### LOAN AGREEMENT Including Truth-in-Lending Disclosure

California Finance Lenders License No. 603 3194

<b>Lender:</b> (Called "We", "Us", "Our") BENEFICIAL CALIFORNIA INC. 82-126 HIGHWAY 111 INDIO PLAZA, STE B INDIO, CA 92201	
<b>Borrowers:</b> (Called "You", "Your") JORGE L. PERALTA ANA PERALTA 13267 EL CAJON DR DESERT HOT SP, CA 92240	
<b>Date of Loan:</b> 12/22/2006	<b>Loan Number:</b> :

In this agreement, "you", "your" mean the Borrower(s) who signs this agreement. "We", "us" and "our" refer to the Lender. This agreement covers the terms and conditions of your loan. It is important to us that you clearly understand the features of your loan. Please read this agreement carefully, and ask us any questions you may have.

Truth-in-Lending Disclosure			
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.  6.871%	The dollar amount the credit will cost you.  \$135,432.95 ("e")	The amount of credit provided to you or on your behalf.  \$168,998.65	The amount you will have paid after you have made all payments as scheduled.  \$304,431.60 ("e")
<b>Your payment schedule will be:</b>			
Number of Payments	Amount of Payments	When Payments are Due ("e")	
1	\$1,447.72	Day 22 of each month thereafter.	
11	\$1,447.72	Day 22 of each month thereafter.	
12	\$1,417.00	Day 22 of each month thereafter.	
12	\$1,387.74	Day 22 of each month thereafter.	
12	\$1,359.97	Day 22 of each month thereafter.	
12	\$1,333.72	Day 22 of each month thereafter.	



NOTE  
w/ sub doc

12	\$1,309.01	Day 22 of each month thereafter.
12	\$1,285.87	Day 22 of each month thereafter.
12	\$1,264.33	Day 22 of each month thereafter.
12	\$1,244.38	Day 22 of each month thereafter.
12	\$1,226.06	Day 22 of each month thereafter.
120	\$1,209.35	Day 22 of each month thereafter.
"e" means an estimate		

**Assumption:** Someone buying your home cannot assume the remainder of the mortgage on the original terms.

**YOU ARE GIVING US A SECURITY INTEREST IN THE REAL PROPERTY AS DESCRIBED IN THE DEED OF TRUST AND LOCATED AT:**

13267 EL CAJON DR  
DESERT HOT SP, CA 92240

**Late Charge** If your monthly installment is not paid in full within 10 day(s) after it is due, you will be charged a late charge equal to 5% of the unpaid amount of the monthly installment.

**Prepayment** You may prepay your loan in full or in part at any time. If you pay off your loan early, you may have to pay a penalty and you will not be entitled to a refund of that part of the Finance Charge consisting of any prepaid finance charges.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

**The Settlement Statement provides your disbursements and the itemization of the Amount Financed.**

The figure disclosed in the Annual Percentage Rate box on page one is a composite Annual Percentage Rate which reflects the effect of the various interest rate reductions over the term of your loan. Your payment schedule assumes that all payments are received on the due date. See the "Adjustment to Contract Rate (Pay Right Rewards Program)" section of this agreement.



---

**ABOUT THE SECURITY:**

**Your Obligation to Insure**

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

**Real Property Taxes and Homeowners Insurance**

Homeowners Insurance covering fire and other hazards on the real property security is required, naming us as a loss payee for the term of your loan. You shall pay us on the day that monthly installments are due under this agreement, an additional sum (the "Funds") to be used to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Deed of Trust as a lien or encumbrance on the real property; (b) leasehold payments or ground rents on the real property, if any; (c) premiums for any and all insurance required by us under this agreement and the Deed of Trust ("Escrow Items"). You will pay us the Funds for Escrow Items unless we waive your obligation to pay the Funds for any or all Escrow Items. We may waive your obligation to pay us Funds for any or all Escrow Items at any time. Any such waiver must be in writing. In the event of such waiver, you will be solely responsible for paying the amounts due for any Escrow Items directly and, if we require, you shall furnish us with receipts evidencing such payment within such time period as we may reasonably require.

**Title Insurance**

Title insurance on the real property security is required, naming us as a loss payee. You must purchase title insurance or its local equivalent protecting our lien on the real property as a condition to obtaining your loan. You may purchase title insurance from any title insurance provider you choose that we reasonably believe provides sufficient financial protection to us. You request such title insurance and authorize us to deduct the costs of the title insurance from your loan proceeds in order to pay the title insurance provider.

**Lender's Right to Place Hazard Insurance**

You authorize us, at our option, to obtain hazard insurance coverage on the real property in an amount not greater than the outstanding balance of principal and interest on your loan or, if known to be less, the replacement value of the real property, in the event that you fail to maintain the required hazard insurance outlined above or fail to provide adequate proof of its existence. You authorize us to charge you for the costs of this insurance. We may choose to add the insurance charges to the unpaid balance of your loan, which will accrue interest at the Contract Rate, or bill you for the annual premium on a periodic basis. The addition of the insurance charges due might increase the amount of your final monthly installment. The cost of lender-placed hazard insurance might be higher than the cost of standard insurance protecting the real property. The lender-placed insurance will not insure the contents of the real





property or provide liability coverage. The insurance might not be the lowest cost coverage of its type available and you agree that we have no obligation to obtain the lowest cost coverage. We or an affiliated company might receive some benefit from the placement of this insurance and you will be charged for the full cost of the premium without reduction for any such benefit. If at any time after we have obtained this insurance, you provide adequate proof that you have subsequently purchased the required coverage, we will cancel the coverage we obtained and credit any unearned premiums to your loan.

**Insurance**

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

You direct the disbursements shown on the settlement statement form, acknowledge receiving a copy of this agreement and that form, Group Creditor Insurance Certificates, if any such coverage requested, and disability claim procedures.

*12/22/06  
JLP VAP  
12-22-06*

You do intend to use the proceeds of this loan primarily for personal, family or household purposes. This loan made pursuant to the California Finance Lenders Law, Division 9 of the Financial Code.

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

**ABOUT YOUR LOAN REPAYMENT:**

SCHEDULED MATURITY DATE	12/22/2026	PREPAID FINANCE CHARGES	\$532.45
MONTHS OF CONTRACT	240	PRINCIPAL	\$169,531.10
CONTRACT RATE (per year)	8.280%		
AMOUNT FINANCED	\$168,998.65		

**Promise to Pay**

You agree to the terms of this agreement and promise to pay us the principal (Amount Financed plus prepaid finance charges consisting of Origination Fee/Points, Closing Fee and Tax Service Fee) plus interest which is computed at a rate of 8.280% (the "Contract Rate"). You agree to pay us in monthly installments as stated in the Payments provision of this agreement. You also agree to pay us: (a) other charges as provided in this agreement; (b) credit insurance charges, if any; (c) collection costs permitted by applicable law, including reasonable attorneys' fees otherwise due under your Deed of Trust and (d) any other charges reflected in your settlement statement.



**Interest**

Interest will be charged on the unpaid principal until the full amount of principal has been paid. You will pay us interest at a yearly Contract Rate of 8.280%.

The interest rate you will pay will change in accordance with the "Adjustment to Contract Rate (Pay Right Rewards Program)" section of this agreement.

The interest rate required by this provision (and the Adjustment to Contract Rate [Pay Right Rewards Program] provision of this agreement) is the rate you will pay both before and after any default as described in this agreement.

**Payments**

**Time and Place of Payments**

You will pay us principal and interest by paying your monthly installments.

You will make your monthly installments to us on the same day of each month beginning on or about 01/22/2007. You will make these monthly installments every month until you have paid all of the principal and interest and any other charges described herein that you may owe under this agreement. Your monthly installments will be applied to interest before principal. If, on the Scheduled Maturity Date, 12/22/2026, you still owe amounts under this agreement, you will pay those amounts in full on that date, which amount will include interest at the then current Contract Rate or any such other rate as required by law.

You will make your monthly installments at the address shown on page one or at the address shown on your monthly billing statement or at a different place that we may give you.

**Amount of Monthly Installments**

Your initial monthly installment will be in the amount of \$1,447.72, plus the amount of any optional insurance or funds for escrow you elected. Your monthly installment amount will change if the interest rate that you must pay changes. We will determine your new interest rate and the changed amount of your monthly installment in accordance with the Adjustment to Contract Rate (Pay Right Rewards Program) provision of this agreement.

**Adjustment to Contract Rate (Pay Right Rewards Program)**

The Contract Rate of 8.280% will decrease by 0.30% beginning with the thirteenth (13<sup>th</sup>) month after every twelve (12) consecutive monthly periods where all monthly installments were made in full within 30 days of their due date. Up to a maximum of 10 Contract Rate reductions are available during the term of your loan. For each Contract Rate reduction, the monthly installment will be reduced accordingly. Notwithstanding anything to the contrary in this paragraph, you will not receive any Contract Rate reductions or the reduced monthly installment after 24 periods of delinquency. A "period of delinquency" is defined as any monthly installment that is received more than 30



days past its due date. Consecutive monthly installments received more than 30 days past their respective due dates each count as separate periods of delinquency.

**Prepayment**

Subject to the prepayment penalty described below, you may prepay your loan in full or in part at any time. If you pay off your loan early, you may have to pay a penalty and you will not be entitled to a refund of that part of the Finance Charge consisting of any prepaid finance charges.

**Prepayment Penalty**

Your loan contains a prepayment penalty. If you prepay the entire outstanding balance of your loan at any time within 24 months of the Date of Loan, 12/22/2006, you agree to pay a prepayment penalty equal to the payment of six (6) months advance interest on the amount prepaid in excess of twenty percent (20%) of the original principal amount. No prepayment penalty will be imposed: (a) if your loan is refinanced by another loan with us; (b) after 24 months; (c) if your loan is prepaid from the proceeds of any insurance; or (d) if we sue you.

**Late Charge**

If your monthly installment is not paid in full within 10 day(s) after it is due, you will be charged a late charge equal to 5% of the unpaid amount of the monthly installment.

**Bad Check Charge**

You agree to pay \$15.00 each time any check or payment is made on your loan by any means, including but not limited to, a check or ACH (our Authorization to Debit Account), which is returned unpaid by your bank or other financial institution for any reason.

**Additional Charges**

You agree to pay any amounts actually incurred by us for services rendered in connection with the opening and servicing of your loan, as allowed by law. These amounts may include fees for appraisals, title examination, title insurance or its local equivalent, fees and taxes paid to public officials in connection with recording, releasing or satisfying the Deed of Trust and other taxes as shown in the Settlement Statement incorporated herein by this reference. You also agree to pay any other amounts incurred by us in connection with the servicing of your loan including any amounts that we may (but need not) pay or that are otherwise due under the Deed of Trust, incorporated herein by this reference.

**Default**

If you fail to make any monthly installment after it becomes due or fail to comply with the terms of the Deed of Trust, we may require that you pay us, at once and without prior notice or demand, the unpaid balance of your loan plus accrued interest and any applicable charges in this agreement as authorized.

**Security Interest**

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

**Satisfaction of Judgment - Spouse's Property**

The separate property of any married person who signs below shall be subject to execution to satisfy any judgment entered on this agreement.

**Due-on-Sale**

Please note the following provision contained in the Deed of Trust:



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

---

**ABOUT OUR RELATIONSHIP:**

**Exchange of Information**

You understand and agree that we will call you from time to time to discuss your financial needs and any loan products that may be of interest to you as may be permitted by applicable law. For more information regarding our privacy practices, please refer to our Privacy Statement, which is included with your loan documents. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you.

**Credit Bureau Reporting**

If you fail to fulfill the terms of your loan, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency.

**Telephone Monitoring**

You agree that we may listen to and/or record telephone calls between you and our representatives for quality assurance purposes.

**Insurance**

Credit insurance is optional. Any applicable insurance disclosures are included with this agreement and are incorporated herein by this reference.

**Alternative Dispute Resolution**

The terms of the Arbitration Rider signed by you as part of your loan transaction are incorporated herein by this reference.

**Applicable Law**

The terms and conditions of this agreement will be governed by the California Finance Lenders Law (CFLL). This loan was made for a



personal, family or household purpose, pursuant to the CFLL, Division 9 of the Financial Code.

If this loan is a first mortgage, it is a federally related loan made at an agreed rate authorized by Section 501(a), Part A, Title V, Public Law 96-221, also known as Section 1735f-7(a), Title 12, United States Code.

If any provision of this agreement is finally determined to be void or unenforceable under any law, rule, or regulation, all other provisions of this agreement will remain valid and enforceable. Our failure to enforce any provision(s) to this agreement shall not be deemed to constitute a waiver of such term(s). In order for any amendment to this agreement to be valid, it must be agreed to by you and us.

You acknowledge that before signing this agreement, you have read and received this agreement which includes the Federal Truth-in-Lending disclosure and, as applicable, any other riders and/or disclosures incorporated herein by reference. By signing below, you agree to observe the terms and conditions of this agreement.

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

Borrower: Jorge L Peralta Date: 12-22-06  
JORGE L. PERALTA

Borrower: Ana Peralta Date: 12/22/06  
ANA PERALTA

Witness: [Signature]



257916

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

F. ROMAN & MARY ANN YOUNG  
18240 Tribune St.  
Northridge, CA 91326

RECEIVED FOR RECORD

DEC 29 1977

AT 9:00 O'CLOCK A.M.

AT THE OFFICE OF

TITLE INSURANCE & TRUST CO.

Book 1977, Page 257916

Recorded in Official Records

of Riverside County, California

W.D. Balogh

PAID  
Doc. Transfer Tax  
W. D. BALOGH  
RIV. CO. RECORDER

Street Address  
City & State

Name  
Street Address  
City & State

13267 El Cajon Drive  
Desert Hot Springs, CA

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### Corporation Grant Deed

TO 1921 CA (12-74)

THIS FORM FURNISHED BY TIGOR TITLE INSURERS

A. P. N. 641-211-018-4

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$ 33.55

- (X) computed on full value of property conveyed, or
- ( ) computed on full value less value of liens and encumbrances remaining at time of sale.
- ( ) Unincorporated area: City of Desert Hot Springs, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, AMH CORPORATION, a Delaware corporation who acquired title as AMERICAN MOBILHOME CORPORATION,

a corporation organized under the laws of the State of Delaware

hereby GRANTS to

F. ROMAN YOUNG and MARY ANN YOUNG,  
husband and wife as joint tenants

the following described real property in the City of Desert Hot Springs  
County of Riverside, State of California:

Lot 132, DESERT SPRINGS ESTATES #1, in the County of Riverside,  
State of California, as per Map recorded in Book 27, Pages 46,  
47 & 48 of Maps, in the Office of the County Recorder of said  
County.

SUBJECT TO: Taxes for the fiscal year 1977/1978  
All matters of public record

In Witness Whereof, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its President and Secretary

therunto duly authorized.

Dated: March 25, 1977

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES } ss.

On APRIL 6, 1977 before me, the undersigned, a Notary Public in and for said State, personally appeared Donald G. Watt known to me to be the President, and

Secretary of the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature R.W. Leeds, Jr.

AMH CORPORATION who acquired title as AMERICAN MOBILHOME CORPORATION a Delaware Corporation  
By Donald G. Watt President  
By \_\_\_\_\_ Secretary



(This area for official notarial seal)

Title Order No.

Encrow or Loan No. 362985-PH

MAIL TAX STATEMENTS AS DIRECTED ABOVE

END RECORDED DOCUMENT

W. D. BALOGH, COUNTY RECORDER

when sites  
was first sold  
from Developer

Partial Proof  
P-1 is paid.

362985 SA

**SETTLEMENT STATEMENT (HUD-1A)**  
**Optional Form for Transactions without Sellers**  
**U.S. Department of Housing and Urban Development**

<b>Settlement Date:</b> 12/22/2006
<b>Name and Address of Lender:</b> BENEFICIAL CALIFORNIA INC. 82-126 HIGHWAY 111 INDIO PLAZA, STE B INDIO, CA 92201
<b>Settlement Agent:</b> I.R.E. Processing
<b>Place of Settlement:</b> 13267 EL CAJON DR DESERT HOT SPRINGS, CA 92240

**Name and Address of Borrower(s):**  
 JORGE L. PERALTA  
 ANA PERALTA  
 13267 EL CAJON DR  
 DESERT HOT SP, CA 92240

**Property Location:**  
 13267 EL CAJON DR  
 DESERT HOT SP, CA 92240

Loan Number:

L SETTLEMENT CHARGES			
800 ITEMS PAYABLE IN CONNECTION WITH LOAN:			
801.	Loan Origination Fee/Points:	3.50%	\$347.45
802.	Loan Discount Fee/Points:		
803.	Appraisal Fee To:		
804.	Credit Report To:		
805.	Inspection Fee To:		
806.	Mortgage Insurance Application Fee To:		
807.	Mortgage Broker Fee To:		
808.	Document Preparation Fee:		
809.	Tax Service Fee: FIDELITY		\$50.00
810.	Flood Certification Fee:		
900 ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE:			
901.	Interest From: To: @ \$ Per Day		
902.	Mortgage Insurance Premium For: Months To		
903.	Hazard Insurance Premium For: Year(s) To		
1000 RESERVES DEPOSITED WITH LENDER:			
1001.	Hazard Insurance:	months @ \$ per month	
1002.	Mortgage Insurance:	months @ \$ per month	
1003.	City Property Tax:	months @ \$ per month	
1004.	County Property Tax:	months @ \$ per month	
1005.	Annual Assessments:	months @ \$ per month	
1100 TITLE CHARGES:			
1101.	Settlement or Closing Fee ("Escrow Fee") To: I.R.E. Processing		\$135.00
1102.	Abstract or Title Search To:		
1103.	Title Examination To:		
1104.	Title Insurance Binder To:		
1105.	Document Preparation To:		
1106.	Notary Fees To:		
1107.	Attorneys' Fees To: (Includes Above Item Numbers)		
1108.	Title Insurance To: STEWART TITLE GUARANTY (Includes Above Item Numbers)		\$582.40
1109.	Lender's Coverage:		
1110.	Owner's Coverage:		
1200 GOVERNMENT RECORDING AND TRANSFER CHARGES:			
1201.	Recording Fees: RIVERSIDE COUNTY RECORDER Mortgage/Deed of Trust	Release N/A	\$33.00
1202.	City/County Tax/Stamps:		
1203.	State Tax/Stamps:		
1204.			
1205.			
1300 ADDITIONAL SETTLEMENT CHARGES:			
1301.	Survey To:		
1302.	Pest Inspection To:		
1303.	Architectural/Engineering Services To:		
1304.	Building Permit To:		
1400.	<b>TOTAL SETTLEMENT CHARGES:</b>		<b>\$1,147.85</b>
M DISBURSEMENT TO OTHERS			
1501.	HFC0014063218		\$159,603.90
1502.	RIVERSIDE COUNT		\$318.16
1503.	WF FINANCIAL		\$1,046.25
1504.	21176116511281M		\$6,369.90
1505.	<b>TOTAL DISBURSED:</b>		<b>\$167,338.21</b>

*HUD showing  
 Wells Fargo  
 Paid off.*



*AP 107339.21  
 12/22/06 0215LE12  
 JCP  
 12/22/06*

**SETTLEMENT STATEMENT (HUD-1A)**  
**Optional Form for Transactions without Sellers**  
**U.S. Department of Housing and Urban Development**

N.	NET SETTLEMENT	
1600.	LOAN AMOUNT:	\$169,531.10
1601.	Plus Cash/Check From Borrower:	\$0.00
1602.	Minus Total Settlement Charges: (Line 1400)	\$1,147.85
1603.	Minus Total Disbursement To Others: (Line 1505)	\$466,073.80
1604.	Equals Disbursement To Borrower: (After Expiration Of Any Applicable Rescission Period Required By Law)	\$2,469.45

*AP 12/22/06*  
*AP 12/22/06*  
*12/22/06 No 7,33821*  
*1,045.04*  
*AP 12/22/06*  
*AP 12/22/06*

**Borrower(s) Signature(s):**

Borrower: Jorge L Peralta Date: 12-22-06  
 JORGE L. PERALTA  
 Borrower: ANA Peralta Date: 12/22/06  
 ANA PERALTA

**Notice Regarding Loan Settlement Statement**

The actual disbursement amounts, as stated on this Settlement Statement given at the time of funding, may reflect changes due to updated payoff figures or the subsequent voluntary purchase of ancillary products provided at the time of funding.





STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 641211018-4, Situs Address: 13267 EL CAJON DR, DSRT HOT SPG, 92240 was \$169,531.10. The amount still due and owing as of the 4/25/2013 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$163,896.31; no further payments were received after this date.

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

6-5-13  
DATE: MONTH, DAY, YEAR

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

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of Florida

County of Hillsborough

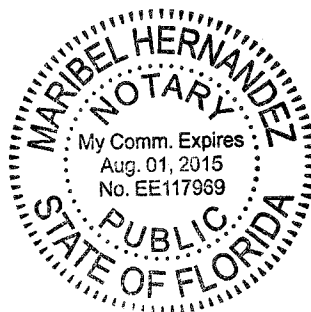
On 6/5/2013 before me, Maribel Hernandez, personally appeared  
(Date) (here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

[Signature] (seal)  
Signature of Notary Public



### Amount Due And Payable Calculation

Trustor(s) or Debtor(s):	Jorge and Ana Peralta
Beneficiary(ies) or Creditor(s):	Beneficial Financial I Inc successor by merger to Beneficial California, Inc.
Instrument Number:	2006-0945874
County:	Riverside
APN:	641211018-4
Original Principal Balance of Loan:	\$169,531.10
Interest Rate:	6.87%
Interest Accrual to Date:	4/25/2013
Monthly Payment:	\$1,244.38
Late Payment Penalty-Percent:	5%
<b>Total Due to Date:</b>	<b>\$163,896.31</b>

State of California  
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

BENEFICIAL FINANCIAL I INC.

FILE NUMBER:  
FORMATION DATE: 09/11/1998  
TYPE: DOMESTIC CORPORATION  
JURISDICTION: CALIFORNIA  
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,  
hereby certify:

The records of this office indicate the entity is authorized to  
exercise all of its powers, rights and privileges in the State of  
California.

No information is available from this office regarding the financial  
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate  
and affix the Great Seal of the State of  
California this day of August 02, 2012.

*Debra Bowen*

DEBRA BOWEN  
Secretary of State

RYM

**CERTIFICATE**

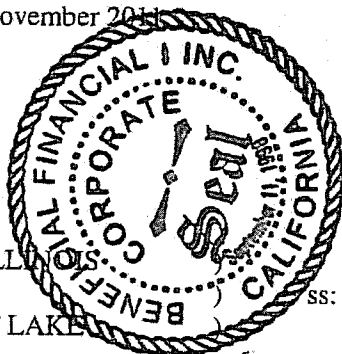
**BENEFICIAL FINANCIAL I INC.**  
(successor by merger to Beneficial California Inc.)

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

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

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

[SEAL]



*Lynne C. Zaremba*  
Lynne C. Zaremba  
Assistant Secretary

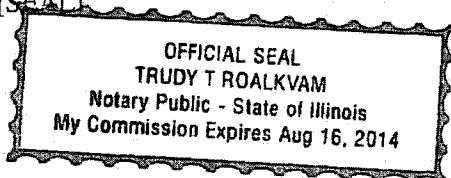
STATE OF ILLINOIS

COUNTY OF LAKE

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

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

[SEAL]



*Trudy T. Roalkvam*  
Trudy T. Roalkvam  
Notary Public

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

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

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

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

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

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

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

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

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

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

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

ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

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

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby assign to GLOBAL DISCOVERIES, LTD. my right to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 641211018-4, Tax Sale Number, Item 526 sold at public auction on 4/25/2013. I understand that the total of excess proceeds available for refund is \$ 44,034.00+/-, and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VALUABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning.

[Signature] (Signature of Party of Interest/Assignor) 6-5-13 (Date)

Beneficial Financial I Inc successor by merger to Beneficial California, Inc.-By: Timothy J. Wallace-Vice President and Assistant Secretary of the Administrative Services Division (Name Printed)

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

636 Grand Regency Blvd. (Address)

Brandon, FL 33510 (City/State/Zip)

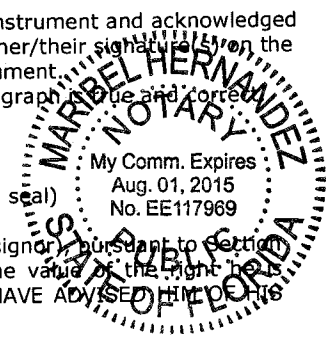
STATE OF Florida )ss.  
COUNTY OF Hillsborough )

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

On 6/15/2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Timothy J. Wallace Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

[Signature] (Signature of Notary)

(This area for official seal)



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

[Signature] (Signature of Assignee)

Jed Byerly, Chief Operating Officer (Name Printed)

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

Global Discoveries, Ltd. (Address)

STATE OF CALIFORNIA )ss.  
COUNTY OF Stanislaus )

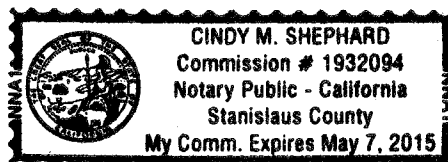
P.O. Box 1748  
Modesto, California 95353-1748 (City/State/Zip)

Phone: (209) 593-3913

On 6-17-13, before me, the undersigned, a Notary Public in and for said State, personally appeared \*\*\*Jed Byerly\*\*\* who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

[Signature] (Signature of Notary)

(This area for official seal)



117-174 (3/85) (Ret-Perm)

GD Number: 18806-176655

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

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 641211018-4  
Item Number: 526  
Date of Sale: 4/25/2013

The undersigned claimant, Global Discoveries, Ltd., claims \$44,034.00+/- or 100% of the claimant's share of the actual amount of excess proceeds from the sale of the property referenced above.

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

Please refer to Claim Summary and attached Documents

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

Executed this 13<sup>th</sup> day of June, 2013 at Modesto, California.

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

**CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC**

State of California

County of Stanislaus

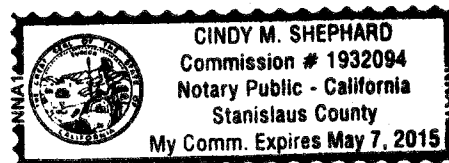
On 6-17-13 before me, Cindy M. Shephard, Notary Public, personally appeared  
(Date) (here insert name and title of the officer)

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

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


WITNESS my hand and official seal.

Cindy M. Shephard (seal)  
Signature of Notary Public





**Florida**  
DRIVER LICENSE CLASS E



TIMOTHY JAMES WALLACE

DOB: 06-01-1969 SEX: M  
ISSUED: 06-26-2010 HSP: 5-00  
EXPIRES: 06-01-2018  
REST: A  
ENDORSE:

*Timothy J. Wallace*

SAFE DRIVER

Operation of a motor vehicle constitutes consent to any sobriety test required by law.

RESTRICTIONS: A-Corrective Lenses

ENDORSEMENTS:

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

REPLACEMENT LICENSE REQUIRED WITHIN 10 DAYS OF ADDRESS OR NAME CHANGE.

The State of Florida retains all property rights therein.

Executive Director  
Julie Jones  
Barbara C. Lambert  
Director of Driver Licenses  
H&S1000300145  
Rev Date 03-31-09

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

010204001010

usmo'd



June 12, 2015

**VIA CERTIFIED MAIL**

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

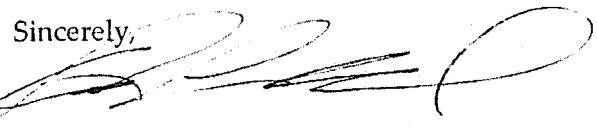
APN(S): 641211018-4  
Date of Sale: 04/25/2013  
TC # 196  
Item #526

Dear Excess Proceeds Dept:

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

- **Original/Updated** Statement of Amount Due and Owing(s) for APN: 641211018-4
- **Original/Updated** Statement of Amount due and Owing(s) for APN: 641211018-4

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

Sincerely,  


Amy Elmer  
Manager of Claims Processing  
Global Discoveries, LTD.

Certified Tracking# 7014-2120-0004-6428-1624



STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 641211018-4, Situs Address: 13267 EL CAJON DR, DSRT HOT SPG, 92240 was \$169,531.10. The amount still due and owing as of the 4/25/2013 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$163,896.31; no further payments were received after this date.

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

6-8-15  
DATE: MONTH, DAY, YEAR

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

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of FLORIDA

County of HILLSBOROUGH

On 6/8/15 before me, TINA BUSLER, personally appeared  
(Date) (here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Tina Busler (seal)  
Signature of Notary Public

