

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS DATE 6/25/15

Departmental Concurrence

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

918 B



**FROM:** TLMA – Code Enforcement Department

**SUBMITTAL DATE:**  
 August 19, 2015

**SUBJECT:** Abatement of Public Nuisance [Substandard Structure]  
 Case No: CV14-03996 [LAWELL]  
 Subject Property: 40726 Mayberry Avenue, Hemet; APN: 447-060-044  
 District: 3 [\$0]

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

1. The substandard structure (green house) on the real property located at 40726 Mayberry Avenue, Hemet, Riverside County, California, APN: 447-060-044 be declared a public nuisance and a violation of Riverside County Ordinance No. 457 which does not permit a substandard structure on the property.
2. Marian L. Lawell, the owner of the subject real property, be directed to abate the substandard structure on the property by rehabilitating, removing, and/or demolishing the same from the real property, including the removal and disposal of all structural debris and materials within ninety (90) days.

(Continued)

*Greg Flannery*  
 GREG FLANNERY  
 Code Enforcement Official

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

**SOURCE OF FUNDS**

Budget Adjustment: \_\_\_\_\_  
 For Fiscal Year: \_\_\_\_\_

**C.E.O. RECOMMENDATION:** APPROVE  
 BY: *Tina Grande*  
 County Executive Office Signature Tina Grande

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Tavaglione, Washington, Benoit and Ashley  
 Nays: None  
 Absent: Jeffries  
 Date: September 1, 2015  
 xc: Co. Co./TLMA-CED, Sheriff

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

Prev. Agn. Ref.: \_\_\_\_\_ District: 3 Agenda Number: **9-5**

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

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

## FORM 11: Abatement of Public Nuisance [Substandard Structure]

Case No: CV14-03996 [LAWELL]

Subject Property: 40726 Mayberry Avenue, Hemet, APN: 447-060-044

District: 3

DATE: August 19, 2015

PAGE: 2 of 3

### RECOMMENDED MOTION (continued):

3. The owner be ordered to ascertain the existence or non-existence of asbestos containing materials in said structure by survey and materials sample testing through the Industrial Hygiene Specialist of the County Health Department, Division of Special Services; and prior to the abatement ordered in paragraph number two (2) above, to secure the removal and disposal of all asbestos containing materials discovered through such survey and testing by contract with a duly certified and licensed contractor for the handling of such materials to avoid citations and/or fines imposed by the South Coast Air Quality Management District (SCAQMD) pursuant to SCAQMD Rule No. 1403.

4. If the owner or whoever has possession or control of the real property does not take the above described actions within ninety (90) days of the date of the Board's Order to Abate, that representatives of the Code Enforcement Department, Sheriff's Department, and/or a contractor, upon consent of the owner or receipt of a Court Order authorizing entry onto the real property when necessary under applicable law, may abate the substandard structure by removing and disposing of the same from the real property.

5. The reasonable costs of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Riverside County Ordinance No. 725.

6. County Counsel be directed to prepare the necessary Findings of Fact and Conclusions that the substandard structure on the real property is declared to be in violation of Riverside County Ordinance No. 457, and constitute a public nuisance. Further, County Counsel shall prepare an Order to Abate for approval by the Board.

### BACKGROUND:

1. Inspection Warrant MISC 2014-107 was executed on the property by Code Enforcement Officer Brett Pollard on October 14, 2014. The inspection revealed substandard structure (green house) on the subject property in violation of Riverside County Ordinance No. 457. The substandard conditions of the structure included, but were not limited to the following: members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration, members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split, or buckle due to defective material or deterioration, faulty weather protection, general dilapidation or improper maintenance, fire hazard, public and attractive nuisance – abandoned / vacant.

2. There have been approximately six (6) subsequent follow up inspections, with the last inspection being June 8, 2015. The property continues to be in violation of Riverside County Ordinance No. 457.

3. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for substandard structure.

### Impact on Citizens and Businesses

Failure to abate will have a negative impact on citizens or businesses due to health and safety hazards, nuisance and potential impact on real estate values.

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

**FORM 11: Abatement of Public Nuisance [Substandard Structure]**

**Case No: CV14-03996 [LAWELL]**

**Subject Property: 40726 Mayberry Avenue, Hemet, APN: 447-060-044**

**District: 3**

**DATE:** August 19, 2015

**PAGE:** 3 of 3

**SUPPLEMENTAL:**

**Additional Fiscal Information**

N/A

**Contract History and Price Reasonableness**

N/A

**ATTACHMENTS**

Declaration  
Exhibits A-G



1           4.       Based on the Lot Book Reports from RZ Title Service dated December 22, 2014 and  
2 updated on April 14, 2015, it is determined that other parties may potentially hold a legal interest in THE  
3 PROPERTY, to wit: Accubanc Mortgage Corporation, First Interstate Bank of California a California  
4 Corporation, GMAC Mortgage Corporation, and Wells Fargo Bank, N.A. (hereinafter referred to as  
5 "INTERESTED PARTIES"). True and correct copies of the Lot Book Reports are attached hereto and  
6 incorporated herein by reference as Exhibit "C."

7           5.       On October 14, 2014, pursuant to inspection warrant MISC 2014-107, I conducted an  
8 inspection. I observed the following conditions which cause the structure to be substandard and THE  
9 PROPERTY to constitute a public nuisance in violation set forth in Riverside County Ordinance ("RCO")  
10 No. 457.

11 Green House:

- 12           1)       Members of walls, partitions or other vertical supports that split, lean, list or buckle due to  
13               defective material or deterioration;
- 14           2)       Members of ceilings, roofs, ceiling and roof supports or other horizontal members which  
15               sag, spilt, or buckle due to defective material or deterioration;
- 16           3)       Faulty weather protection;
- 17           4)       General dilapidation or improper maintenance;
- 18           5)       Fire Hazard;
- 19           6)       Public and attractive nuisance – abandoned/vacant.

20           6.       On October 14, 2014, Notices of Defects and "Danger Do Not Enter" signs were posted  
21 on THE PROPERTY.

22           7.       On October 15, 2014, a Notice of Violation and Notice of Defects was mailed to OWNER  
23 by first class mail and posted on THE PROPERTY on October 16, 2014.

24           8.       On February 3, 2015, Notices of Violation and Notice of Defects were mailed to  
25 INTERESTED PARTIES by first class mail.

26           9.       A site plan and photographs depicting the conditions of THE PROPERTY are attached  
27 hereto and incorporated herein by reference as Exhibit "D."

28           10.      True and correct copies of each Notice issued in this matter and other supporting  
documentation are attached hereto and incorporated herein by reference as Exhibit "E."

          11.      There have been approximately six (6) subsequent follow up inspections, with the last  
inspection being June 8, 2015. THE PROEPRTY continues to be in violation of RCO No. 457.

1           12.     Based upon my experience, knowledge and visual observations, it is my determination  
2 that the substandard structure (green house) on THE PROPERTY creates an extreme health, safety, fire  
3 and structural hazard to the neighbors and general public and constitute a public nuisance in violation of  
4 the provisions set forth in RCO No. 457.

5           13.     A recent inspection showed the substandard structure (green house) remains on THE  
6 PROPERTY and constitute a public nuisance in violation of the provisions set forth of RCO No. 457.

7           14.     A Notice of Pendency of Administrative Proceedings regarding the substandard structure  
8 was recorded in the Office of the County Recorder, County of Riverside, State of California, on  
9 December 3, 2014, as Instrument Number 2014-0462041. A true and correct copy is attached hereto and  
10 incorporated herein by reference as Exhibit "F."

11           15.     A Notice to Correct County Ordinance Violations and Abate Public Nuisance, providing  
12 notice of the Board of Supervisors' hearing was mailed to OWNER and INTERESTED PARTIES by first  
13 class mail and was posted on THE PROPERTY. A true and correct copy of the Notice, together with  
14 Proof of Service and the Affidavit of Posting of Notice are attached hereto and incorporated herein as  
15 Exhibit "G."

16           16.     Significant rehabilitation, removal and/or demolition of the substandard structure and  
17 removal and disposal of all structural materials, rubbish and debris are required to abate the public  
18 nuisance and bring THE PROPERTY into compliance with RCO No. 457, the Health and Safety, Uniform  
19 Housing, Administrative and Abatement of Dangerous Buildings Codes.

20           17.     Accordingly, the following findings and conclusions are recommended:

21                   (a)     the structure (green house) be condemned as a substandard building, public and  
22 attractive nuisance;

23                   (b)     the OWNER, or whoever has possession or control of THE PROPERTY, be  
24 required to rehabilitate or demolish said structure, including the removal and disposal of all structural  
25 debris and materials, on THE PROPERTY in accordance with the provisions of RCO No. 457;

26 ///

27 //

28 ///

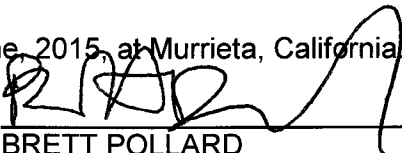
1 (c) the OWNER, or whoever has possession or control of THE PROPERTY, be  
2 ordered to ascertain the existence or non-existence of asbestos containing materials in said structure by  
3 survey and materials sample testing through the Industrial Hygiene Specialist of the County Health  
4 Department, Division of Special Services; and, prior to the abatement ordered in subsection (b) above, to  
5 secure the removal and disposal of all asbestos containing materials discovered through such survey  
6 and testing by contract with a duly certified and licensed contractor for the handling of such materials to  
7 avoid citations and/or fines by South Coast Air Quality Management District ("SCAQMD") pursuant to  
8 SCAQMD Rule NO. 1403;

9 (d) if the substandard structure is not razed, removed and disposed of, or  
10 reconstructed in strict accordance with all Riverside County Ordinances, including but not limited to RCO  
11 No. 457, within ninety (90) days of the date of the Board's Order to Abate, the substandard structures  
12 and contents therein may be abated by representatives of the Riverside County Code Enforcement  
13 Department, a contractor or the Sheriff's Department upon receipt of an owner's consent or a Court  
14 Order where necessary under applicable law authorizing entry onto THE PROPERTY;

15 (e) that reasonable costs of abatement, after notice and opportunity for hearing, shall  
16 be imposed as a lien on THE PROPERTY, which may be collected as a special assessment against  
17 THE PROPERTY pursuant to Government Code Section 25845 and RCO Nos. 457 and 725.

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

20 Executed this 24th day of June, 2015, at Murrieta, California

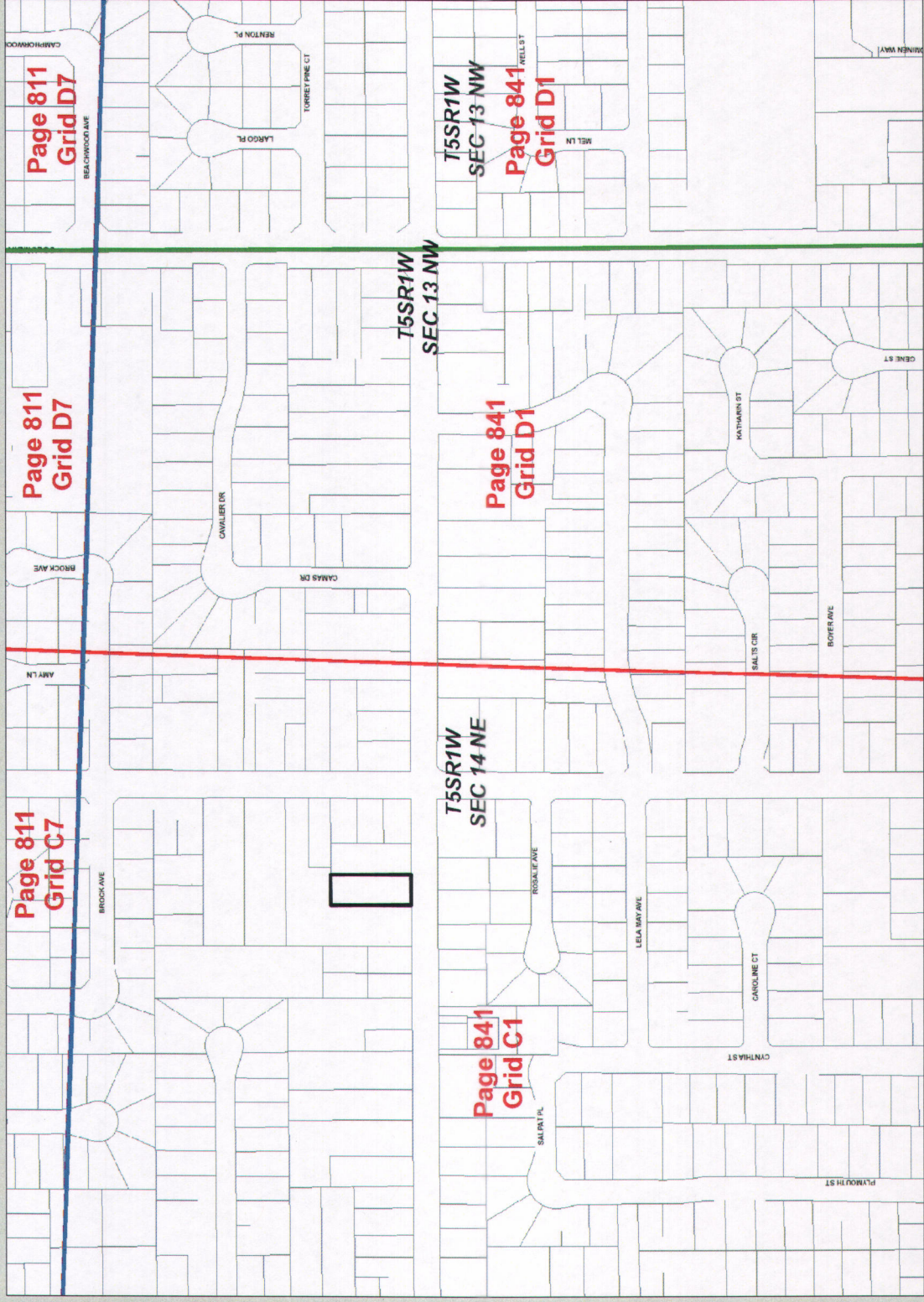
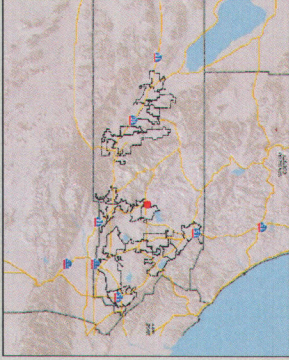
21   
22 BRETT POLLARD  
23 Code Enforcement Officer  
24 Code Enforcement Department  
25  
26  
27  
28

# **EXHIBIT “A”**



# CV1403996

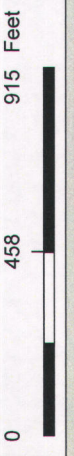
40726 Mayberry Ave., Hemet APN: 447-060-044



- ### Legend
- RCLIS Parcels
  - TBM Page
  - TBM Grid
  - Townships
  - Survey
  - City Boundaries
  - Cities
  - roads
  - highways
  - HWY
  - INTERCHANGE
  - INTERSTATE
  - OFFRAMP
  - ONRAMP
  - USHWY
  - counties
  - cities
  - hydrographylines
  - waterbodies
  - Lakes
  - Rivers

**Notes**  
Thomas Bros Page 811  
Grid C-1

\*IMPORTANT\* Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.



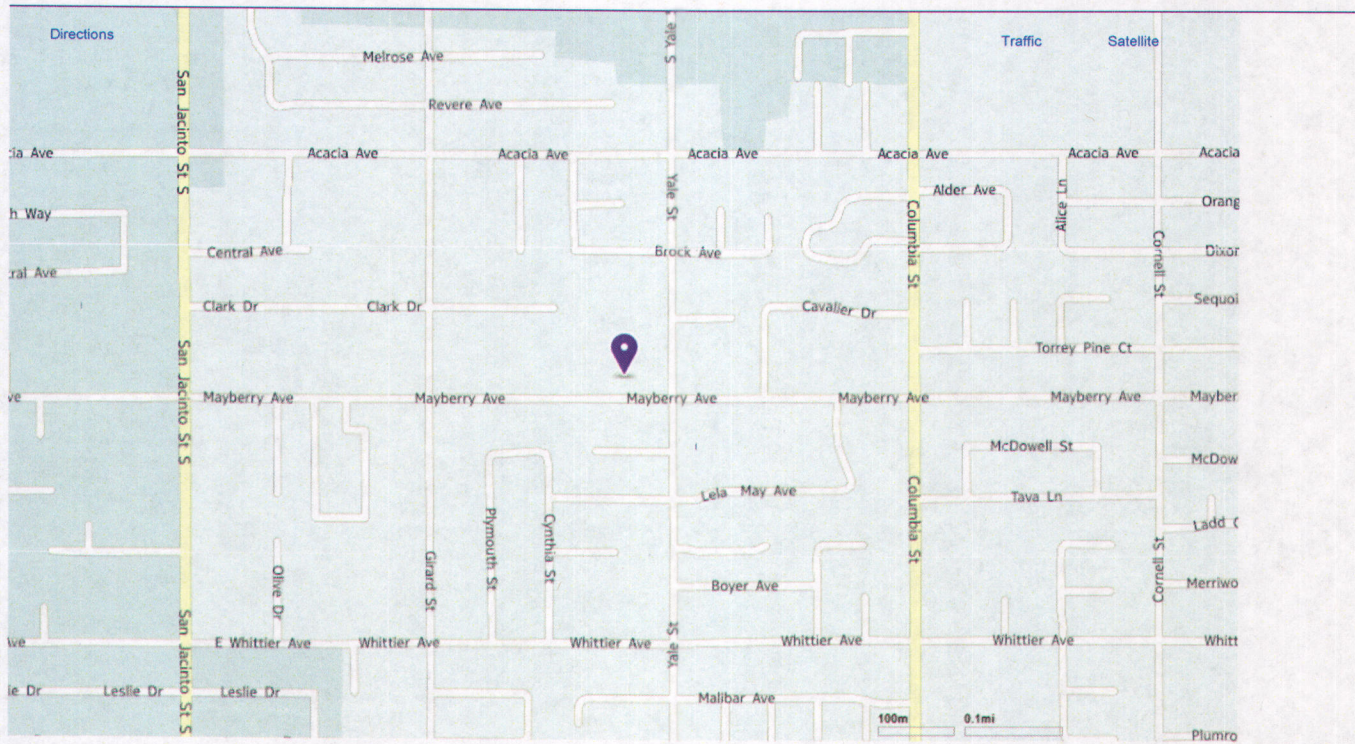
REPORT PRINTED ON...6/9/2015 8:07:54 AM

© Riverside County TLMA GIS

40726 MAYBERRY AVE

Search Maps Search Web

Sign In Mail



# **EXHIBIT “B”**

Assessment Roll For the 2014-2015 Tax Year as of January 1, 2014

Assessment #447060044-1		Parcel # 447060044-1	
<b>Assessee:</b>	LAWELL MARIAN L	<b>Land</b>	11,946
<b>Mail Address:</b>	40726 MAYBERRY AVE HEMET CA 92544	<b>Structure</b>	14,605
<b>Real Property Use Code:</b>	R1	<b>Full Value</b>	26,551
<b>Base Year</b>	1975	<b>Homeowners' Exemption</b>	7,000
<b>Conveyance Number:</b>	0462050	<b>Total Net</b>	19,551
<b>Conveyance (mm/yy):</b>	10/1999		
<b>TRA:</b>	71-078		
<b>Taxability Code:</b>	0-00		
<b>ID Data:</b>	Lot 4 MB 001/014 HEMET LAND CO		
<b>Situs Address:</b>	40726 MAYBERRY AVE HEMET CA 92544		

[View Parcel Map](#)



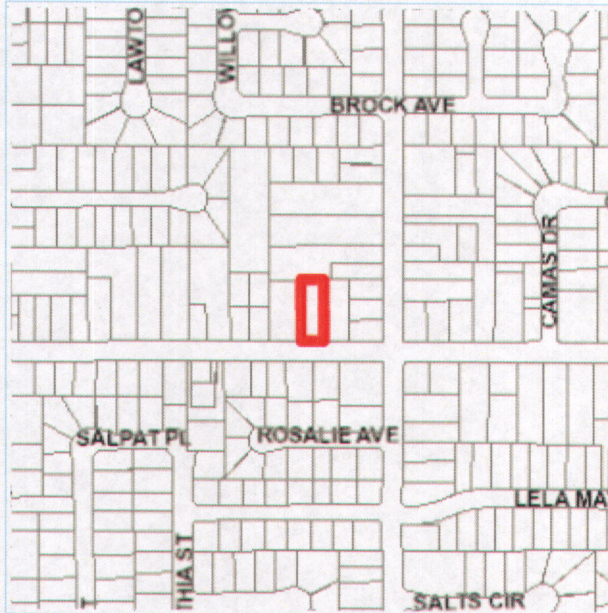


# Riverside County Parcel Report

**APN 447-060-044**

[Disclaimer](#)

Report Date: Wednesday, April 08, 2015



<b>APN</b>	<a href="#">447-060-044-1</a>	<b>Supervisorial District 2011</b>	CHUCK WASHINGTON, DISTRICT 3
<b>Supervisorial District 2001</b>			JEFF STONE, DISTRICT 3
<b>Previous APN</b>	000000000	<b>Township/Range</b>	T5SR1W SEC 14
<b>Owner Name</b>	MARIAN L LAWELL	<b>Elevation Range</b>	No Elevation Range available
<b>Address</b>	40726 MAYBERRY AVE HEMET, CA 92544	<b>Thomas Bros. Map Page/Grid</b>	PAGE: 841 GRID: C1
<b>Mailing Address</b>	See situs address	<b>Indian Tribal Land</b>	Not in Tribal Land
<b>Legal Description</b>	Recorded Book/Page: <a href="#">MB 1/14</a> Subdivision Name: HEMET LAND CO Lot/Parcel: 4 Block: 162 Tract Number: Not Available	<b>City Boundary/Sphere</b>	Not within a City Boundary City Sphere: HEMET Annexation Date: Not Applicable No LAFCO Case # Available Proposals: Not Applicable
<b>Lot Size</b>	Recorded lot size is 0.34 acres	<b>March Joint Powers Authority</b>	NOT WITHIN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY

<b>Property Characteristics</b>	Constructed: 1951 Baths: 1.00 Bedrooms: 2 Const. Type: WOOD FRAME Garage Type: D Prop Area: 942 SqFt Roof Type: COMPOSITION Stories: 1	<b>County Service Area</b>	In or partially within HEMET #69 - Street Lighting
<b>Specific Plans</b>	Not within a Specific Plan	<b>Historic Preservation Districts</b>	Not in an Historic Preservation District
<b>Land Use Designations</b>	MDR	<b>Agricultural Preserve</b>	Not in an agricultural preserve
<b>General Plan Policy Overlays</b>	Not in a General Plan Policy Overlay Area	<b>Redevelopment Areas</b>	Not in a Redevelopment Area
<b>Area Plan (RCIP)</b>	San Jacinto Valley	<b>Airport Influence Areas</b>	Not in an Airport Influence Area
<b>General Plan Policy Areas</b>	None	<b>Airport Compatibility Zones</b>	Not in an Airport Compatibility Zone
<b><u>Zoning Classifications (ORD. 348)</u></b>	Zoning: R-1 CZNumber: 0	<b>Zoning Districts and Zoning Areas</b>	RAMONA, DIST
<b><u>Zoning Overlays</u></b>	Not in a Zoning Overlay	<b>Community Advisory Councils</b>	Not in a Community Advisory Council Area
<b><u>CVMSHCP (Coachella Valley Multi-Species Habitat Conservation Plan) Plan Area</u></b>	NOT WITHIN THE COACHELLA VALLEY MSHCP FEE AREA MSHCP Plan Area	<b>WRMSHCP (Western Riverside County Multi-Species Habitat Conservation Plan) Cell Group</b>	Not in a Cell Group
<b>CVMSHCP (Coachella Valley Multi-Species Habitat Conservation Plan) Conservation Area</b>	Not in a Conservation Area	<b>WRMSHCP Cell Number</b>	None
<b>CVMSHCP Fluvial Sand Transport Special Provision Areas</b>	Not in a Fluvial Sand Transport Special Provision Area	<b>HANS/ERP (Habitat Acquisition and Negotiation Strategy/Expedited Review Process)</b>	None
<b><u>WRMSHCP (Western</u></b>	None	<b>Vegetation (2005)</b>	Developed or Disturbed Land

<b><u>Riverside County Multi-Species Habitat Conservation Plan) Plan Area</u></b>			
<b>High Fire Area (Ord. 787)</b>	Not in a High Fire Area	<b>Fire Responsibility Area</b>	Not in a Fire Responsibility Area
<b><u>CVMSHCP (Coachella Valley Multi-Species Habitat Conservation Plan) Fee Area (Ord 875)</u></b>	NOT WITHIN THE COACHELLA VALLEY MSHCP FEE AREA MSHCP Fee Area	<b>RBBD (Road &amp; Bridge Benefit District)</b>	Not in a District
<b>WRMSHCP (Western Riverside County Multi-Species Habitat Conservation Plan) Fee Area (Ord. 810)</b>	IN OR PARTIALLY WITHIN THE WESTERN RIVERSIDE MSHCP FEE AREA. SEE MAP FOR MORE INFORMATION	<b>DIF (Development Impact Fee Area Ord. 659)</b>	SAN JACINTO VALLEY
<b>Western TUMF (Transportation Uniform Mitigation Fee Ord. 824)</b>	IN OR PARTIALLY WITHIN A TUMF FEE AREA. SEE MAP FOR MORE INFORMATION. SAN JACINTO	<b>SKR Fee Area (Stephen's Kagaroo Rat Ord. 663.10)</b>	In or partially within an SKR Fee Area
<b>Eastern TUMF (Transportation Uniform Mitigation Fee Ord. 673)</b>	NOT WITHIN THE EASTERN TUMF FEE AREA	<b>DA (Development Agreements)</b>	Not in a Development Agreement Area
<b>Circulation Element Ultimate Right-of-Way</b>	Not in a Circulation Element Right-of-Way	<b>Road Book Page</b>	110
		<b>Transportation Agreements</b>	Not in a Transportation Agreement
		<b>CETAP (Community and Environmental Transportation Acceptability Process) Corridors</b>	Not in a CETAP Corridor
<b>Flood Plan Review</b>	Not Required	<b>Watershed</b>	SAN JACINTO VALLEY
<b>Water District</b>	EMWD	<b>California Water Board</b>	None
<b>Flood Control</b>	RIVERSIDE COUNTY		

<b>District</b>	FLOOD CONTROL DISTRICT		
<b>Fault Zone</b>	Not in a Fault Zone	<b>Paleontological Sensitivity</b>	High Sensitivity (High B): SENSITIVITY EQUIVALENT TO HIGH A, BUT IS BASED ON THE OCCURRENCE OF FOSSILS AT A SPECIFIED DEPTH BELOW THE SURFACE. THE CATEGORY HIGH B INDICATES THAT FOSSILS ARE LIKELY TO BE ENCOUNTERED AT OR BELOW FOUR FEET OF DEPTH, AND MAY BE IMPACTED DURING EXCAVATION BY CONSTRUCTION ACTIVITIES.
<b>Faults</b>	Not within a 1/2 mile of a Fault		
<b>Liquefaction Potential</b>	Moderate		
<b>Subsidence</b>	Susceptible		
<b>School District</b>	HEMET UNIFIED		
<b>Communities</b>	East Hemet		
<b>Lighting (Ord. 655)</b>	Zone B, 26.93 Miles From Mt. Palomar Observatory		
<b>2010 Census Tract</b>	043308		
<b>Farmland</b>	URBAN-BUILT UP LAND		
<b>Special Notes</b>	No Special Notes		



VALLEY CEMETERY  
VALLEY HEALTH  
SYSTEM HOSP DIST  
VALLEY WIDE REC &  
PARK

**Building Permits**

Case #	Description	Status
263619	RE-ROOF DWLG ONLY (16 SQUARES)	ISSUED
387469	RENEWAL - REROOF - RESIDENTIAL	FINALED
388752	REPLACE WINDOW	FINALED
BZ199705	SEWER HOOKUP	FINAL
BZ233990	ENCLOSE PORCH PATIO	FINAL

**Environmental Health Permits**

Case #	Description	Status
No Environmental Health Permits	Not Applicable	Not Applicable

**Planning Cases**

Case #	Description	Status
No Planning Cases	Not Applicable	Not Applicable

**Code Cases**

Case #	Description	Status
CV1401637	ABATEMENT	OPEN
CV1403996	ABATEMENT	OPEN
CV1403996	ABATEMENT	OPEN
CV1403997	VEHICLE ABATEMENT	OPEN
CV1403997	VEHICLE ABATEMENT	OPEN

# **EXHIBIT “C”**



P.O. Box 1193  
 Whittier, CA 90609  
 Tel # (562) 325-8351  
 Fax # (714) 783-3038

## Updated Lot Book

**Customer:**

RIVERSIDE COUNTY TLMA-CODE INFORCEMENT

4080 Lemon Street  
 Riverside CA 92501

Attn: Brent Steele  
 Reference: CV14-03996/CV14-01637/Regina Keyes\32784  
 IN RE: LAWELL, MARIAN L.

Order Number: **33141**

Order Date: 4/16/2015

Dated as of: 4/14/2015

County Name: Riverside

FEE(s):  
 Report: \$60.00

Property Address: 40726 Mayberry Ave.  
 Hemet CA 92544

RZ Title Reporting Service hereby reports, as disclosed by the Official Records of the Recorder of said County as of the date shown above, that subsequent to the date of the original report that (i) No document in the chain of title to said land has been recorded purporting to convey the fee title to said land, and (ii) No encumbrances affecting said land have been recorded nor has a homestead been executed on said land, and (iii) No encumbrances affecting said land on the date of the original report have been released or reconveyed.

All exceptions are as follows:

Assessor's Parcel No. : 447-060-044-1

Assessments:	Land Value:	\$11,946.00
	Improvement Value:	\$14,605.00
	Exemption Value:	\$7,000.00
	Total Value:	\$19,551.00

Property Taxes for the Fiscal Year 2014-2015

Total Annual Tax \$276.94

Status: Paid through 06/30/2015

NO OTHER EXCEPTIONS



P.O. Box 1193  
Whittier, CA 90609  
Tel # (562) 325-8351  
Fax # (714) 783-3038

## Lot Book Report

Order Number: **32784**

**Customer:**

RIVERSIDE COUNTY TLMA-CODE INFORCEMENT  
4080 Lemon Street  
Riverside CA 92501

Order Date: 11/21/2014

Dated as of: 12/22/2014

County Name: Riverside

Attn: Brent Steele  
Reference: CV14-01637/CV14-03996/E. Ross  
IN RE: LAWELL, MARIAN L

FEE(s):  
Report: \$120.00

Property Address: 40726 Mayberry Ave  
Hemet CA 92544

Assessor's Parcel No. : 447-060-044-1

**Assessments:**

Land Value:	\$11,946.00
Improvement Value:	\$14,605.00
Exemption Value:	\$7,000.00
Total Value:	\$19,551.00

## Tax Information

Property Taxes for the Fiscal Year	2014-2015
First Installment	\$138.47
Penalty	\$0.00
Status	PAID (PAID THRU 01/31/2015)
Second Installment	\$138.47
Penalty	\$0.00
Status	OPEN NOT-PAID (DUE DATE 04/10/2015)



P.O. Box 1193  
Whittier, CA 90609  
Tel # (562) 325-8351  
Fax # (714) 783-3038

Order Number: 32784  
Reference: CV14-01637/CV1

## Property Vesting

The last recorded document transferring title of said property

Dated	10/06/1999
Recorded	10/20/1999
Document No.	1999-462050
D.T.T.	\$0.00
Grantor	Marian Lee Lawell aka Marian L. Lawell
Grantee	Marian L. Lawell, a single woman

## Deeds of Trust

Position No.	1st
A Deed of Trust Dated	10/05/1999
Recorded	10/20/1999
Document No.	1999-462051
Amount	\$51,750.00
Trustor	Marian L. Lawell, a single woman
Trustee	Accubanc Mortgage Corporation
Beneficiary	Accubanc Mortgage Corporation, a Corporation

Subordination Agreement Recorded	10/20/1999
Document No.	1999-462052

Assignment Dated	06/01/1999
Recorded	04/07/2000
Document No.	2000-129301
Assigned to	GMAC Mortgage Corporation

Substitution of Trustee Recorded	12/13/2001
Document No.	2001-621078



P.O. Box 1193  
Whittier, CA 90609  
Tel # (562) 325-8351  
Fax # (714) 783-3038

Order Number: 32784

Reference: CV14-01637/CV1

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Trustee	Executive Trustee Services, Inc.
Assignment Dated	06/03/2013
Recorded	06/10/2013
Document No.	2013-0274228
Assigned to	Ocwen Loan Servicing, LLC
Position No.	2nd
A Deed of Trust Dated	08/08/1989
Recorded	08/29/1989
Document No.	294051
Amount	\$12,005.00
Trustor	Marian Lee Lawell
Trustee	First Interstate Bank of California, a California corporation
Beneficiary	First Interstate Bank of California a California corporation

### Additional Information

A Notice of Administrative Proceedings by the  
City of Murrieta  
County of Riverside  
Recorded 12/03/2014  
Document No. 2014-0462040

A Notice of Administrative Proceedings by the  
City of Murrieta  
County of Riverside  
Recorded 12/03/2014  
Document No. 2014-0462041

### Legal Description

THE LAND REFERRED TO IN THIS REPORT IS LOCATED IN AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 4, BLOCK 162 OF LANDS OF HEMET LAND COMPANY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 PAGE 14 OF MAPS, IN THE



P.O. Box 1193  
Whittier, CA 90609  
Tel # (562) 325-8351  
Fax # (714) 783-3038

Order Number: 32784

Reference: CV14-01637/CV1

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OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF YALE STREET, WITH THE CENTER OF MAYBERRY AVENUE; THENCE WEST ALONG THE CENTER LINE OF MAYBERRY AVENUE 217.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE WEST ALONG CENTER LINE OF MAYBERRY AVENUE 75.00 FEET THENCE NORTH, PARALLEL WITH THE CENTER LINE OF YALE STREET, 230.00 FEET; THENCE EAST PARALLEL WITH CENTER LINE OF MAYBERRY AVENUE, 75.00 FEET; THENCE SOUTH, PARALLEL WITH THE CENTER LINE OF YALE STREET, 230.00 FEET TO THE POINT OF BEGINNING.

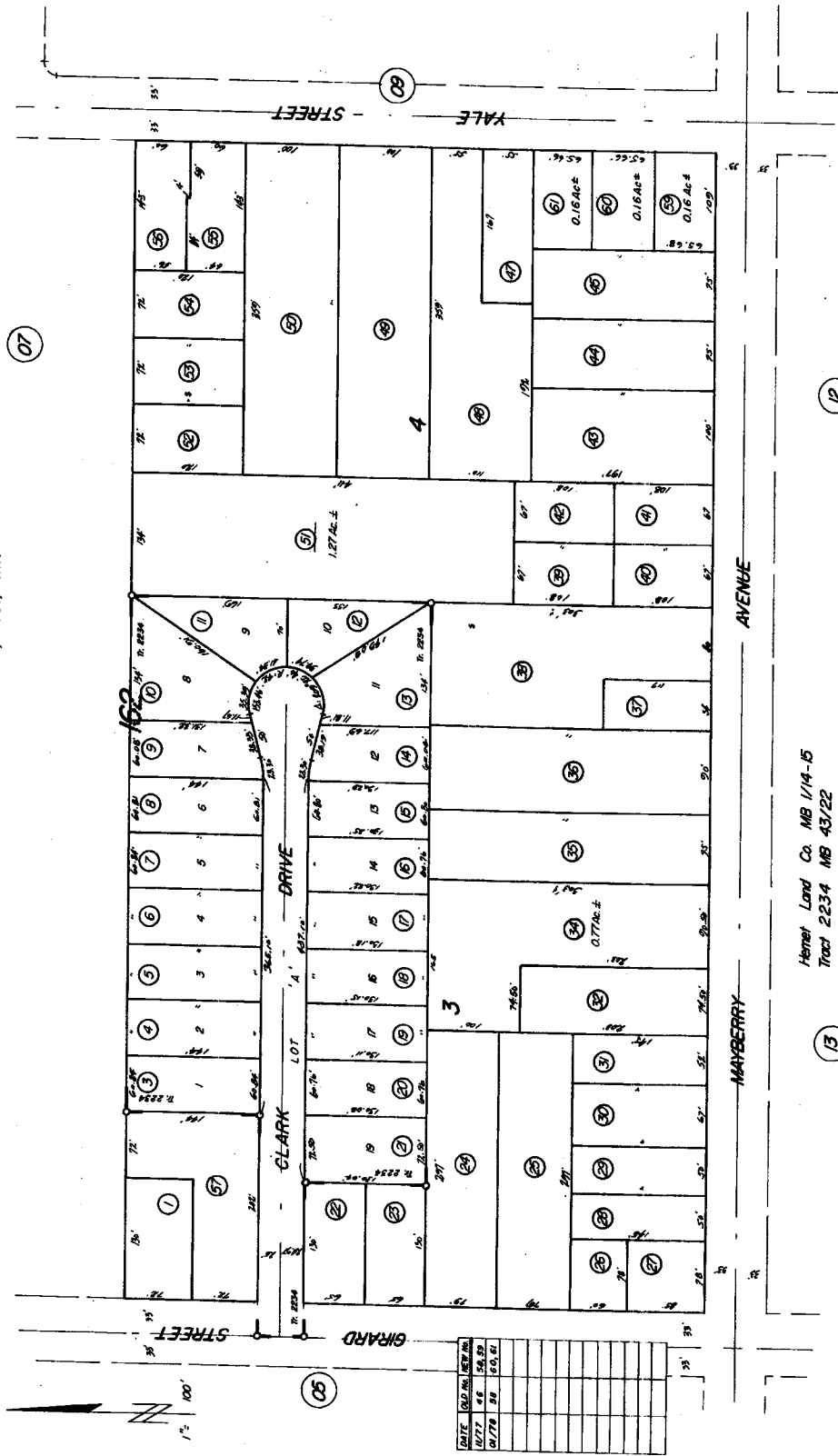
EXCEPTING THEREFROM THAT PORTION IN MAYBERRY AVENUE.

15-12-2

447-06

T.C.A. 7178

FOR RO. SAN JACINTO VIEJO  
S1/2 NW1/4 NE1/4 SEC. 14, T.5S., R. 14W.



ASSESSOR'S MAP BK. 447 PG 06  
RIVERSIDE COUNTY, CALIF.  
DB

Hemet Land Co MB 1/14-15  
Tract 2234 MB 43/22

NOVEMBER 1970



7-00-00050

10 20 99

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

RIVERSIDE

DOC # 1999-462050

10/20/1999 08:00A Fee:28.00

Page 1 of 2

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



RECORDING REQUESTED BY:

CHICAGO TITLE CO.

AND WHEN RECORDED, MAIL TO:

Marian L. Lawell  
40726 Mayberry Avenue  
Hemet, CA 92544

M	S	U	PAGE	SIZE	DA	POOR	NOOR	SWP	REC
	1		2				1		
A	R	L	COPY	LONG	REFUND	NCNO	EXAM	(28)	

ASSESSOR'S PARCEL NO.: 447-1060-044-1

TITLE ORDER NO.: 97041912-E57

ESCROW NO.: 2185-DJ

The undersigned Grantor(s) declare(s) that the DOCUMENT TRANSFER

TAX IS:

\$ NONE County \$ City

- computed on the full value of the interest of property conveyed, or
- computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale
- OR transfer is EXEMPT from tax for the following reason:

# QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

TRA 071-078

Marian Lee Lawell AS KNOWN AS MARIAN L. LAWELL

hereby REMISES, RELEASES and QUITCLAIMS to

Marian L. Lawell, a single woman

all that real property situated in the City of Hemet  
County of Riverside, State of California, described as:

THAT PORTION OF LOT 4, BLOCK 162 OF LANDS OF HEMET LAND COMPANY IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, PAGE 14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SEE ATTACHED FOR CORRECT LEGAL DESCRIPTION

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF VALE STREET, WITH THE CENTER OF MAYBERRY AVENUE; THENCE WEST ALONG THE CENTER LINE OF MAYBERRY AVENUE 217 FEET TO THE TRUE POINT OF BEGINNING; THENCE WEST ALONG CENTER LINE OF MAYBERRY AVENUE 75 FEET; THENCE  
Dated October 06, 1999

*Marian L. Lawell*  
Marian Lee Lawell

STATE OF CALIFORNIA

COUNTY OF San Bernardino, ss.

On 10-9-99, before me MONA COX

, Notary Public, personally appeared

Marian Lee Lawell



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

WITNESS my hand and official seal.

Signature

*Marian Lee Lawell*

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

(This area for official notary seal)

NAME

ADDRESS

CITY, STATE & ZIP

97041912-E57

**EXHIBIT A**

THAT PORTION OF LOT 4, BLCOK 162 OF LANDS OF HEMET LAND COMPANY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 PAGE 14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF YALE STREET, WITH THE CENTER OF MAYBERRY AVENUE; THENCE WEST ALONG THE CENTER LINE OF MAYBERRY AVENUE 217 FEET TO THE TRUE POINT OF BEGINNING; THENCE WEST ALONG CENTER LINE OF MAYBERRY AVENUE 75 FEET; THENCE NORTH, PARALLEL WITH THE CENTER LINE OF YALE STREET, 230 FEET; THENCE EAST PARALLEL WITH CENTER LINE OF MAYBERRY AVENUE, 75 FEET; THENCE SOUTH, PARALLEL WITH THE CENTER LINE OF YALE STREET, 230 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION IN MAYBERRY AVENUE.

1999-162050

10 20 99

SECURITY UNION TITLE INS. CO.  
MICROGRAPHICS DIVISION  
3814 Norwalk Boulevard, Suite 200  
Santa Fe Springs, CA 90670

RIVERSIDE



1999-162050  
10/20/1999 00 000  
2 of 2

Recording Requested By  
**CHICAGO TITLE COMPANY**



Return to:  
**ACCUBANC MORTGAGE CORPORATION**  
P.O. BOX 809068  
DALLAS, TEXAS 75380-9068

SE	S	U	PAGE	SEE	DA	PCOR	MOOR	SEP	MAC
			97	97					
A	R	L	COPY	LONG	REFUND	NOFD	EXAM		

Loan No: 08930RS7

Borrower: MARIAN L. LAWELL

(Space A)

Data ID: 860

### DEED OF TRUST

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AK

THIS DEED OF TRUST ("Security Instrument") is made on the 5th day of October, 1999.  
The trustor is MARIAN L. LAWELL, A SINGLE WOMAN

("Borrower").

The trustee is ACCUBANC MORTGAGE CORPORATION

("Trustee").

The beneficiary is ACCUBANC MORTGAGE CORPORATION, A CORPORATION, which is organized and existing under the laws of the State of TEXAS, and whose address is 12377 MERIT DRIVE, #600, P.O. BOX 809089, DALLAS, TX 75251

("Lender").

Borrower owes Lender the principal sum of FIFTY-ONE THOUSAND SEVEN HUNDRED FIFTY and NO/100----Dollars (U.S. \$ 51,750.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 1, 2029. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in RIVERSIDE County, California:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which has the address of 40726 MAYBERRY AVENUE,  
California 92544  
(Zip Code)

(Street)

HEMET,

(City)  
("Property Address");

CALIFORNIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3005 9/99

(Page 1 of 7 Pages)



225Y700X0130000830857

97041912-EST

7-10-1999

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SECURITY UNION TITLE INS. CO.  
MORTGAGE SERVICES DIVISION  
3814 Norwalk Boulevard, Suite 200  
Santa Fe Springs, CA 90670

RIVERSIDE

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly household payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may 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 such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may 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, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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SECURITY UNION TITLE INS. CO.  
MORTGAGE SERVICES DIVISION  
9814 Newark Boulevard, Suite 230  
San Francisco, CA 94627

RIVERSIDE



5. Hazard or Property 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 any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgagee clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights In the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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SECURITY UNION TITLE INS. CO.  
MORTGAGE/ATLANTA DIVISION  
9814 Newhall Boulevard, Suite 200  
Santa Fe Springs, CA 90670

RIVERSIDE



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Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **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 Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

5-10-20-99

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SECURITY UNION TITLE INS. CO.  
MICROFILMS DIVISION  
9814 Norwalk Boulevard, Suite 200  
South Peabody, MA 01967

RIVERSIDE



1999-462051  
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4 of 9

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstatement.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

10 20 99

SECURITY UNION TITLE INS. CO.  
MICROGRAPHICS DIVISION  
9814 Norwalk Boulevard, Suite 200  
South Fe Springs, CA 90670

RIVERSIDE



1999-462051  
10/20/1999 00 000  
3 of 3

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

21. **Acceleration Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to rescind after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower in acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument 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 expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. 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 its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property 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 statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

23. **Substitute Trustee.** Lender, at its 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 in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall 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.

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

25. **Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

26. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) [specify]      |   |   |

Form 3008 9/90 (Page 6 of 7 Pages)

**NONUNIFORM**  
**10 20 99**  
 SECURITY UNION TITLE INS. CO.  
 MICROFILM/FILMS DIVISION  
 9814 Norwalk Boulevard, Suite 200  
 Santa Fe Springs, CA 90670

**RIVERSIDE**

1990-462051  
10/20/1999 06 00N  
6 of 9



Loan No: 08930857

Data ID: 860

By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Marian L. Lawell (Seal)  
MARIAN L. LAWELL - Borrower

(Space Below This Line For Acknowledgment)

State of CALIFORNIA  
County of San Bernardino

On 10/9 1999, before me, Mona Cox, a Notary Public,

personally appeared  
MARIAN L. LAWELL  
 personally known to me

OR  
 proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

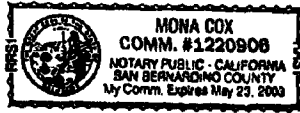
WITNESS my hand and official seal.

[Signature]  
Notary Public

[Seal]

My commission expires: 5-23-2003

Mona Cox  
(Printed Name)



Form 3006 9/90 (Page 7 of 7 Pages)

4-10-1999

10 20 99

SECURITY UNION TITLE INS. CO.  
NATIONWIDE/AFRICA DIVISION  
9814 Newark Boulevard, Suite 200  
Santa Fe Springs, CA 90670

RIVERSIDE



1999-462051  
10/20/1999 00 000  
7 of 9

**EXHIBIT A**

THAT PORTION OF LOT 4, BLOC 162 OF LANDS OF HEMET LAND COMPANY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 PAGE 14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF YALE STREET, WITH THE CENTER OF MAYBERRY AVENUE; THENCE WEST ALONG THE CENTER LINE OF MAYBERRY AVENUE 217 FEET TO THE TRUE POINT OF BEGINNING; THENCE WEST ALONG CENTER LINE OF MAYBERRY AVENUE 75 FEET; THENCE NORTH, PARALLEL WITH THE CENTER LINE OF YALE STREET, 230 FEET; THENCE EAST PARALLEL WITH CENTER LINE OF MAYBERRY AVENUE, 75 FEET; THENCE SOUTH, PARALLEL WITH THE CENTER LINE OF YALE STREET, 230 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION IN MAYBERRY AVENUE.

102099

10 20 99

SECURITY UNION TITLE INS. CO.  
RECORDS/FILES DIVISION  
9814 Norwalk Boulevard, Suite 200  
Santa Fe Springs, CA 90670

RIVERSIDE



1999-462051  
10/20/1999 00 000  
8 of 9



1999-462051  
10/20/1999 00 000  
9 of 9

Loan No: 08930857  
Borrower: MARIAN L. LAWELL

Data ID: 860

**LEGAL DESCRIPTION**

Paste legal description here then photocopy. Attach to the Deed of Trust and file as one instrument.

*SEE ATTACHED*



Z28V700X01330008930857



1033-40201  
10/20/1999 08 00N  
9 of 9

370820057

10 20 99

SECURITY UNION TITLE INS. CO.  
NEUROGRAPHICS DIVISION  
9814 Newburg Boulevard, Suite 200  
Santa Fe Springs, CA 90670

RIVERSIDE

DOC # 1999-462052

10/20/1999 06:00A Fee:15.00

Page 1 of 4

Recorded in Official Records

County of Riverside

Gary L. Orse

Assessor, County Clerk & Recorder



RECORDING REQUESTED BY

CHICAGO TITLE CO.

WHEN RECORDED MAIL TO

WELLS FARGO BANK, N.A.  
The William Barnhart Center at Hillsboro  
Attn: Collateral Control  
P.O. Box 5140  
Portland, OR 97208-5140

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AK

Loan No. 822-104-0514748-2001 BR

**SUBORDINATION AGREEMENT**

**NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

This Subordination Agreement, made this October 13, 1999 by WELLS FARGO BANK, N. A. (hereinafter referred to as Beneficiary), present owner and holder of the Deed of Trust and note first hereafter described, in favor of ACCUBANC MORTGAGE CORPORATION (hereinafter referred to as "Lender");

WITNESSETH

THAT WHEREAS, Marian Lee Lawell (hereinafter referred to as "Owner") did execute a Deed of Trust, dated August 8, 1989 to First Interstate Bank Of California, as Trustee, covering that certain real property described as follows:

THE LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF  
APN: 447-060-044-1

to secure a note in the sum of \$12,005.00, dated August 8, 1989, in favor of First Interstate Bank Of California, which Deed of Trust was recorded August 29, 1989, as INSTRUMENT NO. 294051, Official Records of said county, and

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note not to exceed the sum of \$61,750.00, dated 10-5-99, in favor of lender, payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith; and

WHEREAS, It is a condition precedent to obtaining said loan that said Deed of Trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Deed of Trust first mentioned, Owner has requested Trustee to subordinate Trustee's lien to the lien about to be taken by the Lender; and

WHEREAS, Lender is willing to make said loan provided the Deed of Trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Deed of Trust first above mentioned and provided that Trustee will specifically and unconditionally subordinate the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of the Lender; and

WHEREAS, It is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and

RECORDED

10 20 99

SECURITY UNION TITLE INS. CO.  
MORTGAGE SERVICES DIVISION  
9514 Norwalk Boulevard, Suite 200  
South Fe Springs, CA 90670

RIVERSIDE

97041912-ES7

Trustee is willing that the Deed of Trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Deed of Trust first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed to as follows:

- (1) That said Deed of Trust securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Deed of Trust first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Deed of Trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Trustee declares, agrees and acknowledges that:

- (a) It consents to and approves (i) all provisions of the note and Deed of Trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan.
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part.
- (c) It intentionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust first above mentioned in favor of the lien or charge upon said land of the Deed of Trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the note secured by the Deed of Trust first above mentioned that said Deed of Trust has by this instrument been subordinated to the lien or charge of the Deed of Trust in favor of Lender above referred to.

**NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF LAND.**



1999-462052  
10/28/1999 08 000  
2 of 4

SPUNNED

10 20 99

SECURITY UNION TITLE INS. CO.  
MICROGRAPHICS DIVISION  
9814 Norwalk Boulevard, Suite 200  
South For Springs, CA 95070

RIVERSIDE

BENEFICIARY:

WELLS FARGO BANK, N.A.

BY:

G. E. KLEIN, BANKING OFFICER

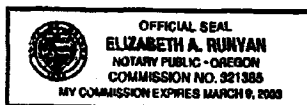
STATE OF: OREGON ) SS  
COUNTY OF: WASHINGTON )

On October 13 1999 before me the undersigned, a Notary Public in and for said state personally appeared, G. E. KLEIN, BANKING OFFICER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge 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.

*Elizabeth A. Runyan*  
Notary Public in and for said County and State

NOTARY STAMP OR SEAL



370700000000

10 20 99

SECURITY UNION TITLE INS. CO.  
MORTGAGE SERVICES DIVISION  
9814 Newark Boulevard, Suite 210  
South Peabody, MA 01967

RIVERSIDE



1999-462052  
10/20/1999 08:00n  
3 of 4

**EXHIBIT A**

THAT PORTION OF LOT 4, BLCOK 162 OF LANDS OF HEMET LAND COMPANY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 PAGE 14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF YALE STREET, WITH THE CENTER OF MAYBERRY AVENUE; THENCE WEST ALONG THE CENTER LINE OF MAYBERRY AVENUE 217 FEET TO THE TRUE POINT OF BEGINNING; THENCE WEST ALONG CENTER LINE OF MAYBERRY AVENUE 75 FEET; THENCE NORTH, PARALLEL WITH THE CENTER LINE OF YALE STREET, 230 FEET; THENCE EAST PARALLEL WITH CENTER LINE OF MAYBERRY AVENUE, 75 FEET; THENCE SOUTH, PARALLEL WITH THE CENTER LINE OF YALE STREET, 230 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION IN MAYBERRY AVENUE.

PL 000000000000

10 20 99

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

RIVERSIDE



1999-462052  
10/20/1999 08 00R  
4 of 4

CALIFORNIA

COUNTY OF RIVERSIDE
LOAN NO 1: 8930867
LOAN NO 2: 306761009
INVESTOR: 718589232
POOL NO:

INVESTOR TYPE: FEDERAL HOME LOAN
Recording requested by and when recorded mail
Bayview Portfolio Services, LLC
3631 South Harbor Blvd., Suite 200
PO BOX 25079
Santa Ana, CA 92704-6951
Prepared By: Evelyn Barba

DOC # 2000-129301

04/07/2000 08:00A Fee:0.00
Page 1 of 1
Recorded in Official Records
County of Riverside
Gary L. Orse
Assessor, County Clerk & Recorder

Table with columns: M, E, U, PAGE, RES, DA, PCOR, NOCOR, SIF, MARC, A, R, L, COPY, LONG, REFINED, NEW, EXAM

Corporation Assignment of Deed of Trust

FOR VALUE RECEIVED, the undersigned as Beneficiary ("ASSIGNOR"), hereby grants, conveys, assigns and transfers to
GMAC MORTGAGE CORPORATION

3451 HAMMOND AVENUE, WATERLOO, IOWA 50704-4780

("Assignee") all beneficial interest under that certain Deed of Trust dated
MARIAN L. LAWELL, A SINGLE WOMAN

10/3/99

executed by

M. SF

Trustor, to

Trustee, and

ACCUBANC MORTGAGE CORPORATION

recorded as instrument number 1999-462051 on 10/20/99 in Book
Page of Official Records in the office of the County Recorder of RIVERSIDE

County, California, describing the land therein: AS DESCRIBED ON THE DEED OF TRUST REFERRED TO HEREIN

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

Dated: 01/1/99 ACCUBANC MORTGAGE CORPORATION, A TEXAS CORPORATION
12377 MERIT DRIVE, #600, DALLAS, TX 75251

By B. LADZINSKI
VICE PRESIDENT

STATE OF CALIFORNIA

COUNTY OF ORANGE

On 2/15/00 before me.

MONICA LADZINSKI
B. LADZINSKI

personally appeared

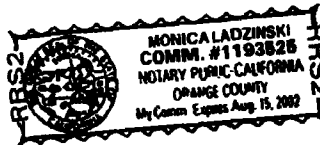
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/ her/their signature(s) on the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

WITNESS my hand and official seal

NOTARY PUBLIC

MONICA LADZINSKI

My commission expires 01/15/02



MICROGRAPHICS DIVISION





RECORDING REQUESTED BY:

Glehn M. Perrell Atty

AND WHEN RECORDED MAIL TO

EXECUTIVE TRUSTEE SERVICES, INC.
15455 SAN FERNANDO MISSION BLVD
SUITE #208
MISSION HILLS, CA 91345
(818) 837-2300

DOC # 2001-621078

12/13/2001 08:00A Fee:6.00

Page 1 of 1

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



Table with columns: M, S, U, PAGE, SIZE, DA, PCOR, NOCOR, SMF, MSC, A, R, L, COPY, LONG, REFUND, NCHG, EXAM

6

C
YS

TS No. : GM-59358-C
Loan No.: 306761009

SUBSTITUTION OF TRUSTEE

WHEREAS, MARIAN L. LAWELL, A SINGLE WOMAN was the original Trustor, ACCUBANC MORTGAGE CORPORATION was the original Trustee, and ACCUBANC MORTGAGE CORPORATION, A CORPORATION was the original Beneficiary under that certain Deed of Trust dated 10/5/99 and recorded on 10/20/99 as Instrument No. 1999-462051, in Book xxx, Page xxx of Official Records of RIVERSIDE County, California; and

WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in place and instead of said original Trustee, or Successor Trustee, thereunder, in the manner in said Deed of Trust provided,

NOW, THEREFORE, the undersigned hereby substitutes EXECUTIVE TRUSTEE SERVICES, INC., as Trustee under said Deed of Trust.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Dated : December 12, 2001

GMAC MORTGAGE CORPORATION

[Signature]

ELIZABETH YERANOSIAN, ASST. VICE PRESIDENT

State of California } ss.
County of Los Angeles }

On 12/12/2001 before me, Patricia Babb Notary Public, personally appeared Elizabeth Yeranosian personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature] (Seal)
Patricia Babb



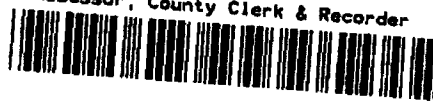
When Recorded Mail To:  
 Financial Dimensions, Inc.  
 1400 Lebanon Church Road  
 Pittsburgh, PA 15236

877219

ed

DOC # 2013-0274228  
 06/10/2013 08:30A Fee:25.00  
 Page 1 of 1

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



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**Assignment of Deed of Trust**

Dated: June 3, 2013

78595507

25

For value received GMAC Mortgage, LLC successor by merger to GMAC Mortgage Corporation, In c/o Ocwen Loan Servicing, LLC 1100 Virginia Drive, Suite 175, Fort Washington, PA 19034, the undersigned hereby grants, assigns and transfers to Ocwen Loan Servicing, LLC all beneficial interest under a certain Deed of Trust dated October 5, 1999 executed by MARIAN L. LAWELL, A SINGLE WOMAN and recorded in Book XX on Page(s) XX as Document Number 1999-462051 on October 20, 1999 in the office of the County Recorder of Riverside County, California.

MORTGAGE AMOUNT: \$51,750.00

C  
04  
C  
042

GMAC Mortgage, LLC successor by merger to GMAC Mortgage Corporation

By

*[Handwritten Signature]*

Pangmee Yang,  
 Assistant Secretary

STATE OF Minnesota )

COUNTY Ramsey ) SS



\*U03751579\*

On this, the 3rd day of June, 2013, before me the undersigned officer, personally appeared Pangmee Yang who acknowledged himself or herself to be the Assistant Secretary of GMAC Mortgage, LLC successor by merger to GMAC Mortgage Corporation, and that he or she as such Assistant Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself or herself as Assistant Secretary.

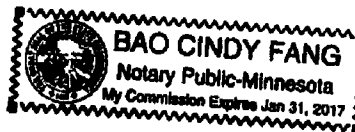
In witness whereof, I here unto set my hand and official seal.

Prepared By:

Pang Lee  
 2925 County Drive  
 St. Paul, MN 55117

*[Handwritten Signature]*

Bao Cindy Fang, Notary Public  
 My Commission expires: January 31, 2017



HEMET #214  
1100 EAST FLORIDA AVE.  
HEMET, CA 92343

**COMMONWEALTH LAND TITLE CO.**  
AND WHEN RECORDED MAIL TO

294051

Name: **FIRST INTERSTATE BANK OF CALIFORNIA**  
Address: **SAN DIEGO, CALIF.**  
**P.O. BOX 210028**  
**SAN DIEGO, CA 92121**  
APR 0514748-2001

RECORDED FOR RECORD  
AT 6:30 O'CLOCK A.M.

AUG 9 1989  
Submitted to Clerk of  
Riverside County, Cal.  
M. J. [Signature]

SPACE ABOVE THIS LINE FOR RECORDER'S USE

113

Aug. 29, 1989

Photographed By TICOR

154255

294051

**DEED OF TRUST**

**WITH ASSIGNMENT OF RENTS AND ACCELERATION IN EVENT OF SALE**

THIS DEED OF TRUST, Made this 8TH day of August, 19 89

between MARIAN LEE LEWELL

herein called TRUSTOR,

whose address is 40726 MAYBERRY, HEMET, CA 92344

FIRST INTERSTATE BANK OF CALIFORNIA, a California corporation, as a TRUSTEE, and in such capacity herein called TRUSTEE, and FIRST INTERSTATE BANK OF CALIFORNIA, a California corporation, as BENEFICIARY, and in such capacity herein called BENEFICIARY.

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

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

including all buildings, structures, and improvements now or hereafter thereon, and all appurtenances, easements, water and water rights, pumps and pumping plants, pipes, flumes and ditches thereunto belonging or in anywise appertaining, and all shares of stock evidencing the same; all machinery, equipment, material, appliances, and fixtures now or hereafter installed or placed in said buildings and/or on said real property for the generation and/or distribution of air, water, heat, electricity, light, fuel and/or refrigeration and/or for ventilating purposes and/or for sanitary or drainage purposes and/or for the exclusion of vermin and/or insects and/or for the removal of dust, refuse and/or garbage, and including all elevators, awnings, window shades, drapery rods and brackets, screens, linoleum, and nonferrous; all of the items and things so specified being hereby declared to be, and in all circumstances shall be construed to be, for and in connection with the purposes and powers of this Deed of Trust, things appertaining to and a part of the realty described herein; the specific enumerations herein not excluding the general; AND ALSO the tolls, earnings, incomes, rents, issues and profits of any and/or all of the aforesaid property (subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits); ALSO all the estate, interest, or other claim or demand including insurance, as well in law as in equity, which said Trustor now has or may hereafter acquire, in and to the aforesaid property.

FOR THE PURPOSE OF SECURING:  
FIRST. Payment of the sum of \$ 12,005.00 with interest thereon according to the terms of a promissory note or notes, dated AUGUST 8, 1989 payable to Beneficiary or order and made by one or more of the Trustors and any and all modifications, renewals and/or extensions thereof.

SECOND. Payment and/or performance of every obligation, covenant, promise and/or agreement herein contained.  
A. For the purpose of protecting and preserving the security of this Deed of Trust, Trustor promises and agrees:  
1. (a) To keep all buildings, structures, and other improvements now or hereafter situate upon said property at all times entirely free of dry rot, fungus, termites, beetles, and all other wood-boring, wood-eating and/or harmful or destructive insects, and in all respects to properly care for and keep all of said property including all such buildings, structures and other improvements in good condition and repair, (b) not to remove, demolish, or substantially alter (except such alterations as may be required by laws, ordinances, or regulations) any building, structure, or improvement thereon, (c) to complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on said property and promptly restore in like manner any building or other improvement which may be damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor, and if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Trustor further agrees: To complete same in accordance with plans and specifications satisfactory to Beneficiary, to allow Beneficiary to inspect said property at all times during construction, to replace any work or materials unsatisfactory to Beneficiary within fifteen calendar days after written notice from Beneficiary of such fact, which notice may be given to the Trustor by registered mail sent to his last known address or by personal service of the notice, and also agrees that work shall not cease on the construction or such improvements for any reason whatsoever for a period of fifteen calendar days, (d) to comply with all laws, ordinances, regulations, conditions and restrictions now or hereafter affecting said property or any part thereof or requiring any alterations or improvements to be made thereon, (e) not to commit or permit any waste or deterioration of said property, (f) not to commit, suffer or permit any act to be done in or upon said property in violation of any law or ordinance, (g) to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said property, may be reasonably necessary to protect and preserve said security, the specific enumeration herein not excluding the general.  
2. To provide and maintain insurance covering all buildings, structures, and improvements now situate or which may be hereafter erected or placed upon said property, against loss by fire, earthquake, and such other hazards as Beneficiary may reasonably require, satisfactory to and with loss payable to the Beneficiary, to deliver the policies of said insurance to the Beneficiary, it being agreed that in the event of a loss the amount collected under any policy of insurance on said property may, at the option of the Beneficiary, be applied by Beneficiary upon any indebtedness and/or obligation secured hereby and in such order as Beneficiary may determine, or said amount or any portion thereof may, at the option of the Beneficiary, either be used in replacing or restoring the improvements partially or totally destroyed to a condition satisfactory to said Beneficiary, or be released to the Trustor, in either of which events neither the Trustor nor the Beneficiary shall be obligated to see to the proper application thereof, nor shall the amount so released or used be deemed a payment on any indebtedness secured hereby. Such application, use, and/or release shall not cure or waive any default or notice of default hereunder.

or invalidate any act done pursuant to such notice; any unexpired insurance and all returnable insurance premiums shall inure to the benefit of, and pass to, the purchaser of the property covered thereby at any trustee's sale held hereunder.

3. To appear in and defend any action or proceeding affecting or purporting to affect the security of this Deed of Trust, and/or any additional or other security for any of the obligations secured hereby, the interest, rights, powers, and/or duties of Trustee and/or Beneficiary hereunder, it being agreed, however, that Beneficiary and Trustee, or either of them, at their or its option, may appear in and defend any such action or proceeding and/or may commence any action or proceeding deemed necessary by it or them to perfect, maintain, or protect such interest, rights, powers, and/or duties, all in such manner and to such extent as seen fit, and Beneficiary is authorized to pay, purchase, or compromise on behalf of Trustor any encumbrance or claim which in its judgment appears or purports to affect the security hereof or to be superior hereto; to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any action or proceeding in which Beneficiary and/or Trustee may appear.

4. To deliver forthwith to the Beneficiary any and all certificates or other evidence of title which the Trustor may secure through any proceeding for the registration of the title to said property, or otherwise, to be held by it during the life of the Deed of Trust.

5. (a) To pay, and submit to the Beneficiary, at least ten days before default or delinquency, a receipt evidencing payment of all taxes and assessments affecting said property, including assessments on said water stock, and any accrued interest, cost and/or penalty thereon, (b) to pay when due all encumbrances (including any debt secured by deed of trust), ground rents, liens, and/or charges, with interest, on said property or any part thereof which appear to be prior or superior hereto, and to pay immediately and in full all such encumbrances, rents, liens and/or charges, if any, which may now be due or payable, (c) to pay when due all costs, fees and expenses of these Trusts, including cost of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for Sale, as hereinafter provided.

6. To pay all assessments against said property at least ten days before any bond or bonds could or would be issued in connection therewith;

7. If requested in writing by Beneficiary, to make payments to Beneficiary on account of taxes and assessments (including bonds) assessed, levied, or a lien or charge upon, or hereafter assessed, levied, or becoming a lien or charge upon the real property herein described or any portion thereof, in accordance to the payments stipulated in said note and/or elsewhere hereon, on the same date on which the next payment of interest or principal (whichever is earlier) shall become due on said note, and monthly thereafter during the continuance of these trusts, in an amount equal to the said taxes and assessments next due (as estimated by Beneficiary) less any installments already paid on account thereof, divided by the number of months that are to elapse by one month prior to the date when such taxes and/or assessments would become delinquent if not paid. Any such amounts if received by Beneficiary be held and/or used for the purpose of paying taxes and assessments (including bonds) affecting said real property or any part thereof and any one used for the purpose of paying principal or interest on the said note or any other obligations secured hereby in such order as the Beneficiary may elect. Should the payments made by Trustor to Beneficiary pursuant to this clause and remaining unused in the hands of Beneficiary be insufficient to pay items of taxes, assessments and bonds, or any of them, in full when due, the Trustor promises and agrees to pay to Beneficiary at least ten days before the date such unpaid items if not paid would become delinquent, a sum which, when added to the amount in the hands of the Beneficiary and available therefor is sufficient to pay the whole of said items. Beneficiary shall not be obliged to pay or allow any interest on any sums held by Beneficiary pending disbursement or application hereunder, and Beneficiary may impound or reserve for future payment of taxes, assessments, and/or bonds such portion such payments as Beneficiary may in its absolute discretion deem proper, applying the balance on the principal or interest on the obligations secured hereby. Should Trustor fail to deposit with Beneficiary (exclusive of this portion of said payments which has been applied by Beneficiary on the principal or interest on the indebtedness secured by this Deed of Trust) sums sufficient to fully pay said items of taxes, assessments, and bonds at least ten days before delinquency thereof, Beneficiary may at Beneficiary's election, but without any obligation so to do, advance any amounts required to make up the deficiency, which advances, if any, shall be secured hereby and shall be repayable to Beneficiary as herein elsewhere provided, or at the option of Beneficiary the latter may without making any advance whatever apply any sums held by it upon any obligation of the Trustor secured hereby. Should any default occur or exist on the part of the Trustor in the payment or performance of any of Trustor's obligations under the terms of the Deed of Trust, Beneficiary may at any time at Beneficiary's option apply any sums or amounts in its hands received pursuant hereto, or as rents or income of said real property or otherwise, upon any indebtedness or obligation of the Trustor secured hereby in such manner and order as Beneficiary may elect. The receipt, use, or application of any such sums paid by Trustor to Beneficiary hereunder shall not be construed to affect the maturity of any indebtedness secured by the Deed of Trust or any of the rights or powers of Beneficiary or Trustee under the terms of this Deed of Trust or any of the obligations of Trustor hereunder.

8. To pay at least ten days before delinquency all assessments upon any water stock covered hereby or used in connection with said property, and all rents, assessments or charges for water available to or used in connection with said property and/or for the flumes, ditches, pipes or aqueducts in which such water may be furnished or delivered;

9. To pay if and when demanded, all sums expended or expense incurred by Trustee and/or Beneficiary, including attorney's fees, under any of the terms of the Deed of Trust, with interest from date of expenditure at the rate set forth in the Note or Beneficiary's Prime Rate, whichever is greater. Prime Rate is that rate which from time to time is announced by First Interstate Bank of California as its prime rate.

10. Should Trustor fail or refuse to make any payment or do any act which he is obligated hereunder to make or do, at the time and in the manner herein provided, then Trustee and/or Beneficiary, each in its sole discretion, it being hereby made the sole judge of the legality thereof, may, without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereof:

1. Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, either Trustee or Beneficiary being authorized to enter upon and take possession of said property for such purposes.

2. Pay, purchase, contest or compromise any claim, debt, lien, charge or encumbrance which in the judgment of either may affect or appear to affect the security of the Deed of Trust, the interest of Beneficiary or the rights, powers and/or duties of Trustee and/or Beneficiary hereunder.

3. Beneficiary is authorized, either by itself or by its agent to be appointed by it for that purpose, to enter into and upon and take and hold possession of any or all property covered hereby and exclude the Trustor and all other persons therefrom; and may operate and manage the said property and rent and lease the same and collect any and all rents, issues, income and profits therefrom and from any personal property located thereon, the same being hereby assigned and transferred for the benefit and protection of Beneficiary, and from time to time apply same and/or accumulate same for application, in such order and manner as Beneficiary in its sole discretion shall consider advisable, to or upon the following: costs of collecting same, including Beneficiary's reasonable fees in so doing; the necessary and proper costs of upkeep, maintenance, repair, and/or operation of said property; the repayment of any sums theretofore or hereafter advanced pursuant to the terms of this Deed of Trust, the interest then due or next to become due, and/or upon the unpaid principal of said indebtedness; the taxes and assessments upon said property then due or next to become due; and/or upon the unpaid principal of said indebtedness. The collection and/or receipt of rents, issues, income and/or profits from said property by Beneficiary after declaration of default or election to cause said property to be sold under and pursuant to the terms of this Deed of Trust shall not affect or impair such default or declaration of default or election to cause said property to be sold or any sale proceedings predicated thereon, but such proceedings may be conducted and sale effected notwithstanding the receipt and/or collection of any such rents, issues, income and/or profits. Any such rents, issues, income and/or profits in the possession of said Beneficiary at the time of sale and not theretofore applied as herein provided, shall be applied in the same manner and for the same purposes as the proceeds of the sale.

Provided, that neither Trustee nor Beneficiary shall be under any obligation to make any of the payments or do any of the acts above mentioned, but, upon election of either or both so to do, employment of an attorney is authorized and payment of such attorney's fees and of all other necessary expenditures as hereby secured.

C. If the Trustor shall sell, convey or alienate said property or any part thereof, or any interest therein, or shall be divested of his life, or any interest therein, in any manner or way, whether voluntary or involuntary, any indebtedness or obligation secured hereby, irrespective of the maturity dates expressed in any note evidencing the same, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable. If there is procured from Beneficiary an agreement or waiver resulting in the non-exercise by Beneficiary of such option in any certain instance or on any particular occasion, then in that event any privilege or option now in effect to pay said indebtedness or any part thereof prior to the date the same would be delinquent if not paid, is thereupon and thereby waived and terminated.

D. It is mutually agreed that:

1. All moneys and awards payable as damages and/or compensation for the taking of, or damage to, or on account of change of grade affecting, any portion of the property subject to the Deed of Trust by reason of any condemnation, eminent domain, change of grade, or other proceeding shall, at the option of the Beneficiary, be paid to the Beneficiary, and such moneys and awards are hereby assigned to Beneficiary, and judgment therefor shall be entered in favor of Beneficiary, and when paid shall be used at its option toward the payment of any indebtedness, issues, assessments, repairs or other items for the payment of which this Deed of Trust is given as security, whether the same be then due or not and in such order or manner as Beneficiary may determine, and any amount not so used shall be released by the Beneficiary to the Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default as herein provided for failure so to pay.

3. At any time, or from time to time, without liability hereunder and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the note or notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property, Trustee may, Recover any part of said property; consent in writing to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of the Deed of Trust upon any property not then or hereafter released as security, for the full amount of all unpaid obligations, Beneficiary may from time to time, and without notice Release any person so liable, extend the maturity or alter any of the terms of any such obligation, or grant other indulgences, release or recovery, or cause to be released or reconveyed at any time at Beneficiary's option any parcel or portion or all of the real property described herein, take or release any other or additional security for any obligation herein mentioned, and/or make compositions or other arrangements with debtors in relation thereto. If the Beneficiary at any time holds any additional security for any obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same at its option, either before or concurrently herewith or after a sale as made hereunder.

5. Upon written request of Beneficiary stating that all sums secured hereby have been paid and upon surrender to Trustee of this Deed of Trust and the note or notes secured hereby for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The records in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance shall be "the person or persons legally entitled thereto". Such person or persons shall pay trustee a reasonable fee and trustee's costs incurred by the property.

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if breach or default be made by Trustor in payment of any indebtedness secured hereby or in performance of any obligation, covenant, term or agreement hereunder. Beneficiary may declare all sums secured hereby immediately due and payable, and in such case, shall execute and deliver to Trustee a written declaration of default and demand for sale and written notice of default and election to cause to be sold said property, and shall cause to be recorded in the County of Riverside a copy of said notice of default and election to cause said property to be sold to satisfy the obligations hereof. Thereafter such notice of default and election to cause said property to be sold to satisfy the obligations hereof shall be duly filed for record.

Beneficiary, from time to time before Trustee's Sale, may rescind any such notice of breach or default and of election to cause to be sold said property by executing and delivering to Trustee a written notice of such rescission, which notice, when recorded, shall also constitute a cessation of any prior declaration of default and demand for sale. The exercise by Beneficiary of such right of rescission shall not constitute a waiver of any breach or default then existing or subsequently occurring, or impair the right of rescission shall not constitute a waiver of any breach or default then existing or impair the right of Beneficiary to execute and deliver to Trustee, as above provided, other declarations of default and demand for sale, and notices of breach or default, and of election to cause to be sold said property to satisfy the obligations hereof, nor otherwise affect any provision, covenant or condition of said note or notes and/or the Deed of Trust or any of the rights, obligations or remedies of the parties thereunder.

At least three months having elapsed after recordation of notice of default, without demand on Trustor, said Trustee, having first given notice of sale as then required by law, shall sell said property at the time and place of sale fixed by it in the notice of sale at public auction to the highest bidder for cash in lawful money of the United States of America, payable at time of sale. The whole of the trust estate shall be sold in a single lot or parcel and as an entirety unless the Beneficiary shall, in writing, direct the Trustee to sell said trust estate in separate parcels and shall direct the Trustee as to the parcels into which the trust estate shall be divided for purposes of sale and the order in which said parcels shall be offered for sale. Trustee may postpone such sale by public announcement at the time fixed by the preceding postponement. Without further notice Trustee may make such sale at the time to which same shall be so postponed. Trustee shall deliver to such purchaser as Deed conveying the property so sold, but without any covenant or warranty, express or implied, and the recitals in such deed or deeds of any matters or facts affecting the regularity or validity of said sale shall be conclusive proof of the truthfulness thereof, and such deed or deeds shall be conclusive against all persons as to all matters or facts therein recited. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

8. Trustee shall apply the proceeds of any such sale to payment of:  
(a) All costs, fees, charges and expenses of Trustee and of these trusts, fees of any attorneys employed by Trustee and/or Beneficiary pursuant to the provisions hereof, Trustee's fees in connection with sale and all expenses of sale, including cost of procuring guarantee or evidence of title in connection with the sale proceedings and revenue stamps on Trustee's Deed.

(b) All other sums then secured hereby, including indebtedness described herein, all sums advanced or expended under the terms hereof and not then repaid, the amount unpaid on any additional sums borrowed in accordance with the provisions hereof, the interest on each of the foregoing sums, at the such manner and order of priority or preference as the Beneficiary may in its sole and absolute discretion determine.

(c) The remainder, if any, to the person or persons legally entitled thereto upon proof satisfactory to the Trustee of such right.  
9. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and/or performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under the Deed of Trust or under any other agreement or any laws now or hereafter in force, notwithstanding same or all of the said indebtedness and obligations secured hereby are now or shall hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to replevy upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce the Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their uncontrolled discretion determine.

10. The Deed of Trust applies to, inure to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall include not only the original Beneficiary hereunder but also any future owner and holder, including Pledges, of the note or notes secured hereby.

11. Each married person who joins in executing the Deed of Trust and any note or notes secured hereby, hereby agrees and expressly assents to the liability of their separate property for all their debts and obligations herein mentioned. Such assent, however, shall not be deemed to create a present lien or encumbrance upon any of their separate property not described herein.

12. If any provision hereof should be held unenforceable or void, in whole or in part, then such unenforceable or void provision or part shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Deed of Trust.

13. Trustee accepts these Trusts when the Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.  
14. Trustee shall be under no obligation to notify any party hereto of any action or proceeding of any kind in which Trustor, Beneficiary and/or Trustee shall be a party, unless brought by Trustee, or of any pending sale under any other Deed of Trust.

15. In the Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

16. For any statement regarding the obligations secured hereby, a check, which Trustor agrees to pay, may be made in an amount not exceeding the maximum allowed by law at the time any such statement is requested.

F. The right to plead any and all defenses of limitation as a defense to any demand secured by this Deed of Trust is hereby waived.  
G. The trust created hereby is irrevocable by the Trustor.

H. The term "and/or" as used herein means one or the other or both, or any one or all, of the things or persons in connection with which the words are used.  
I. The undersigned Trustor requests that a copy of any Notice of Default and of any notice of sale hereunder be mailed to him at his mailing address hereinafter set forth.

J. Trustor covenants and agrees that there shall not be a merger of the Deed of Trust with any other deed of trust covering the Property by reason of common ownership of said deeds of trust by the Beneficiary. It is the intent of the Trustor and Beneficiary that this Deed of Trust shall not merge into any other deed of trust notwithstanding common ownership of said deeds of trust by the Beneficiary. It is further agreed and intended by the Trustor and the Beneficiary that the Note secured by the Deed of Trust shall not be deemed to be secured by any other deed of trust notwithstanding language in said other deed of trust which provides that it shall be security for future advances or other loans by the Beneficiary to the Trustor.

SIGNATURE OF TRUSTOR

*Marian Lee Lowell*

STATE OF CALIFORNIA  
COUNTY OF Riverside } ss  
On August 8, 1989 before me, the undersigned, a Notary Public in and for  
said State, personally appeared Marian Lee Lowell

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) were subscribed to the within instrument and acknowledged that he/she/they executed the same.

WITNESS my hand and official seal

Signature *Charles J. Perez*



(This area for official notarial seal)

AUG. 29, 1989

Photographed By TICOR

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Photographed By TIGOR

Aug. 29, 1989

# DEED OF TRUST

WITH ASSIGNMENT OF RENTS AND ACCELERATION IN EVENT OF SALE



FIRST INTERSTATE BANK OF CALIFORNIA  
TRUSTEE  
Trust Deed Department  
707 Wilshire Blvd., Los Angeles, California 90014

Etcrow No. \_\_\_\_\_  
Order No. \_\_\_\_\_

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

(The form of Request for Full Reconveyance appearing below is NOT to be recorded. It is to be used only if and when the indebtedness has been paid.)  
**REQUEST FOR FULL RECONVEYANCE**  
TO FIRST INTERSTATE BANK OF CALIFORNIA, TRUSTEE:  
The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. As sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness secured by said Deed of Trust delivered to you hereon, 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.  
Dated \_\_\_\_\_ 19\_\_\_\_

Aug. 29, 1989

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THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 4, BLOCK 162 OF LANDS OF HENET LAND COMPANY, AS SHOWN BY MAP ON FILE IN BOOK 1, PAGE 14, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF YALE STREET, WITH THE CENTER LINE OF MAYBERRY AVENUE;  
THENCE WEST ALONG THE CENTER LINE OF MAYBERRY AVENUE 217.00 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE WEST ALONG THE CENTER LINE OF MAYBERRY AVENUE 75.00 FEET;  
THENCE NORTH, PARALLEL WITH THE CENTER LINE OF YALE STREET, 230.00 FEET;  
THENCE EAST PARALLEL WITH CENTER LINE OF MAYBERRY AVENUE, 75.00 FEET;  
THENCE SOUTH, PARALLEL WITH THE CENTER LINE OF YALE STREET, 230.00 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THOSE PORTIONS IN YALE STREET AND MAYBERRY AVENUE.

(except such alterations as may be required by laws, ordinances, or regulations) any building, structure, or improvement thereon; (c) to complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on said property and promptly restore in like manner any building or other improvement which may be damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished thereon, and if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Trustor further agrees: To complete same in accordance with plans and specifications satisfactory to Beneficiary, to allow Beneficiary to inspect said property at all times during construction, to replace any work or materials unsatisfactory to Beneficiary within fifteen calendar days after written notice from Beneficiary of such fact, which notice may be given to the Trustor by registered mail sent to his last known address or by personal service of the same, and also agree that work shall not cease on the construction of such improvements for any reason whatsoever for a period of fifteen calendar days; (d) to comply with all laws, ordinances, regulations, conditions and restrictions now or hereafter affecting said property or any part thereof or requiring any alterations or improvements to be made thereon; (e) not to commit or permit any waste or deterioration of said property; (f) not to commit, suffer or permit any act to be done in or upon said property in violation of any law or ordinance; (g) to cultivate, irrigate, fertilize, harrow, prune and/or do any other act or acts, all in a timely and proper manner which, from the character or use of said property, may be reasonably necessary to protect and preserve said security, the specific enumeration herein not excluding the general;

2. To provide and maintain insurance covering all buildings, structures, and improvements now situated or which may be hereafter erected or placed upon said property, against loss by fire, earthquakes, and such other hazards as Beneficiary may reasonably require, satisfactory to and with loss payable to the Beneficiary, to deliver the policies of said insurance to the Beneficiary, it being agreed that in the event of a loss the amount collected under any policy of insurance on said property may, at the option of the Beneficiary, be applied by Beneficiary upon any indebtedness and/or obligations secured hereby and in such order as Beneficiary may determine, or said amount or any portion thereof may, at the option of the Beneficiary, either be used in restoring or repairing the improvements partially or totally destroyed to a condition satisfactory to said Beneficiary, or be released to the Trustor, in either of which events neither the Trustor nor the Beneficiary shall be obligated to use to the proper application thereof, nor shall the amount so released or used be deemed a payment on any indebtedness secured hereby. Such application, use, and/or release shall not cure or waive any default or notice of default, hereunder.

2088 147 1989

RECORDING REQUESTED BY:  
County of Riverside  
Code Enforcement Department

AND WHEN RECORDED MAIL TO:  
County of Riverside  
Code Enforcement Department  
37600 Sky Canyon Drive, Suite G  
Murrieta, California 92563  
Mail Stop #5155

DOC # 2014-0462040  
12/03/2014 04:40P Fee:NC  
Page 1 of 1  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



(space for recorder's use)

**NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS**

In the matter of the public or other code violation(s) on the property of:

Case #: CV-1401637

**MARIAN L LAWELL** )  
and DOES I through X, Owners)

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 14 of Ordinance Number 725 of the County of Riverside, State of California, that administrative proceedings have been commenced with respect to the structure or land located upon the following described real property in the County of Riverside:

ADDRESS: 40726 MAYBERRY AVE, HEMET CA, 92544  
PARCEL #: 447-060-044  
LEGAL DESCRIPTION: 0.34 acres in LOT 4 of HEMET LAND CO, recorded in MB 1 page 14

**VIOLATION(S):** Riverside County Code (Ordinance) 8.120.010 (Ord. 541), 17.12.040 (Ord. 348) that such proceedings are based upon the noncompliance of such structure or land with the requirements of Riverside County Codes (Ordinances) listed above; and that failure to comply with the lawful orders of the Code Enforcement Director and/or authorized agents of the County of Riverside heretofore and hereafter issued relative to the above matter may result in demolition of the offending structure, abatement of the public nuisance or other available legal remedies and assessment of the costs, expenses, and administrative costs thereof to the property heretofore described as a tax and special assessment lien on such property: that any purchaser, his heirs, or assigns acquiring said property subsequent to the recording of the Notice with the County Recorder shall have such interest subject and subordinate to said tax and assessment lien. **Notice is Further Given** in accordance with Sections 17274 and 24436.5 of the California Revenue and Taxation Code, that a tax deduction may not be allowed for interest, taxes, depreciation or amortization paid or incurred in the taxable year affected by these proceedings.

COUNTY OF RIVERSIDE CODE ENFORCEMENT DEPARTMENT

By: Cynthia Black  
Cynthia Black, Code Enforcement Department

**ACKNOWLEDGEMENT**

State of California )  
County of Riverside )SS

On 11.19.2014 before me, Elizabeth B. Ross, Notary Public, personally appeared Cynthia Black 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.

Commission #: 2015670 Expires: March 28, 2017

Signature: Elizabeth B. Ross (Seal)





RECORDING REQUESTED BY:  
County of Riverside  
Code Enforcement Department

DOC # 2014-0462041  
12/03/2014 04:40P Fee:NC  
Page 1 of 1  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder

AND WHEN RECORDED MAIL TO:  
County of Riverside  
Code Enforcement Department  
37600 Sky Canyon Drive, Suite G  
Murrieta, California 92563  
Mail Stop #5155



(space for recorder's use)

**NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS**

In the matter of the public or other code violation(s) on the property of:  
**MARIAN L LAWELL** )  
and DOES I through X, Owners)

Case #: CV-1403996

**NOTICE IS HEREBY GIVEN** to all persons, pursuant to Section 14 of Ordinance Number 725 of the County of Riverside, State of California, that administrative proceedings have been commenced with respect to the structure or land located upon the following described real property in the County of Riverside:

**ADDRESS:** 40726 MAYBERRY AVE, HEMET CA, 92544  
**PARCEL #:** 447-060-044  
**LEGAL DESCRIPTION:**0.34 acres in LOT 4 of HEMET LAND CO, recorded in MB 1 page 14

**VIOLATION(S):** Riverside County Code (Ordinance) 15.16.020 (Ord. 457) that such proceedings are based upon the noncompliance of such structure or land with the requirements of Riverside County Codes (Ordinances)listed above; and that failure to comply with the lawful orders of the Code Enforcement Director and/or authorized agents of the County of Riverside heretofore and hereafter issued relative to the above matter may result in demolition of the offending structure, abatement of the public nuisance or other available legal remedies and assessment of the costs, expenses, and administrative costs thereof to the property heretofore described as a tax and special assessment lien on such property; that any purchaser, his heirs, or assigns acquiring said property subsequent to the recording of the Notice with the County Recorder shall have such interest subject and subordinate to said tax and assessment lien. **Notice is Further Given** in accordance with Sections 17274 and 24436.5 of the California Revenue and Taxation Code, that a tax deduction may not be allowed for interest, taxes, depreciation or amortization paid or incurred in the taxable year affected by these proceedings.

COUNTY OF RIVERSIDE CODE ENFORCEMENT DEPARTMENT

By: Cynthia Black  
Cynthia Black, Code Enforcement Department

**ACKNOWLEDGEMENT**

State of California )  
County of Riverside )SS

On 11.19.2014 before me, Elizabeth B. Ross, Notary Public, personally appeared Cynthia Black 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.

Commission #:2015670 Expires: March 28, 2017

Signature: Elizabeth B. Ross (Seal)



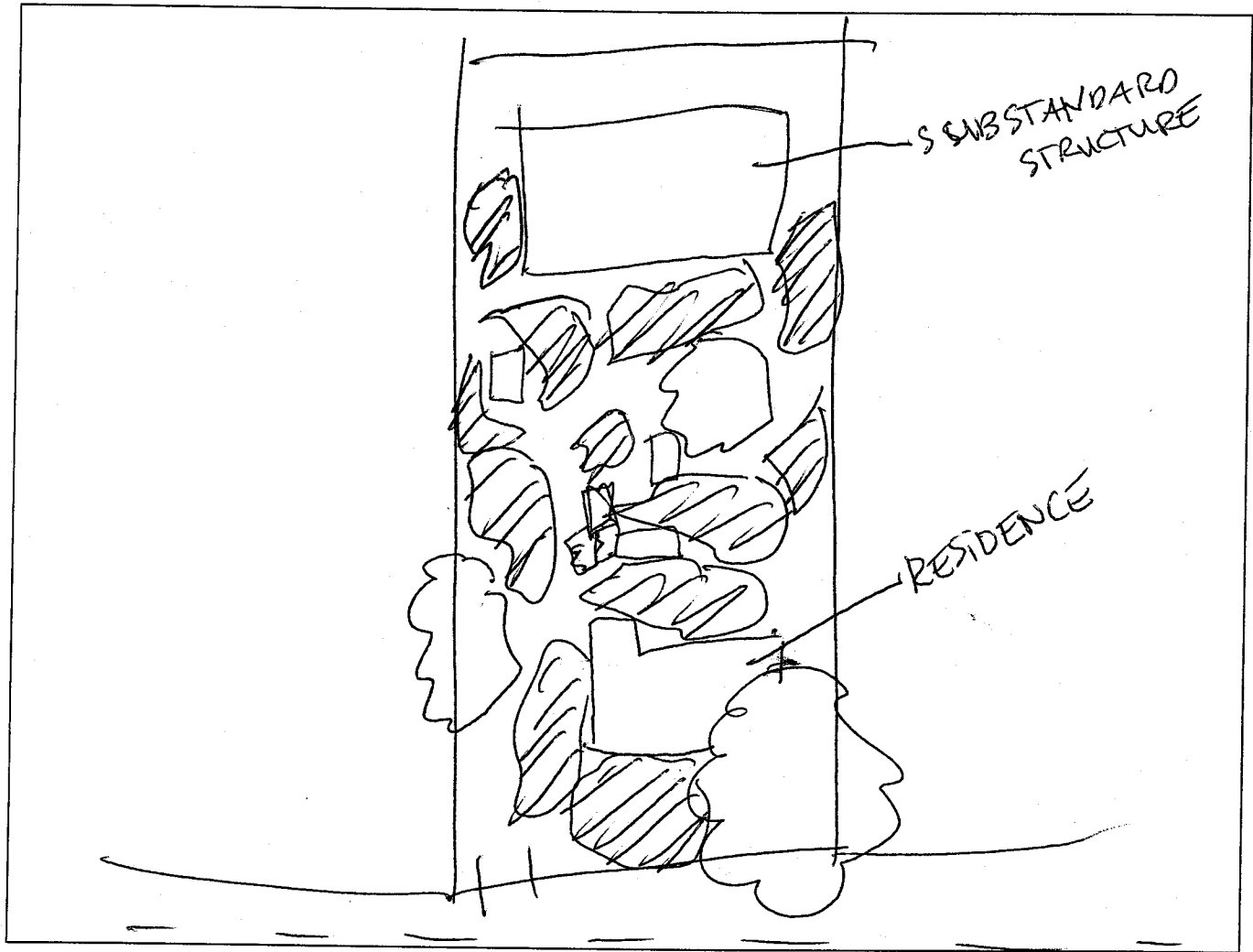
**EXHIBIT “D”**

### SITE PLAN: Case # CV-1401637

OWNER(S): MARIAN L LAWELL  
SITE ADDRESS: 40726 MAYBERRY AVE, HEMET  
ASSESSOR'S PARCEL: 447-060-044  
ACREAGE: 0.34

NORTH ARROW: 

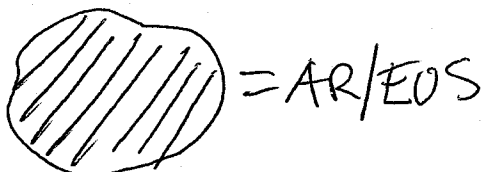
REAR PROPERTY LINE



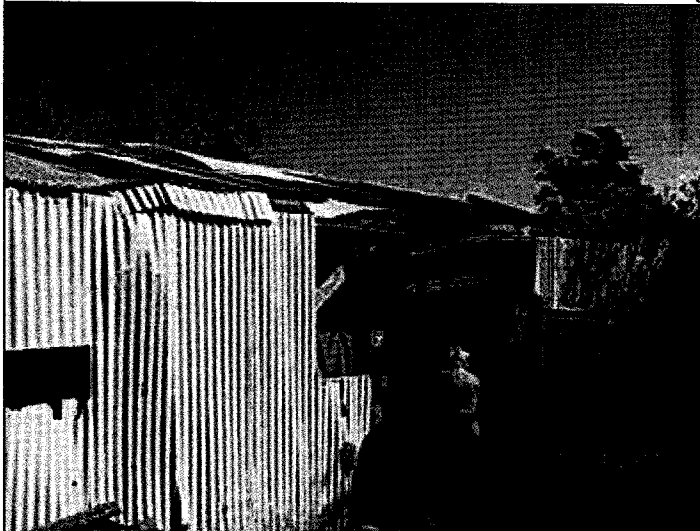
FRONT PROPERTY LINE: 40726 MAYBERRY AVE, HEMET

PREPARED BY: B. P. CARO

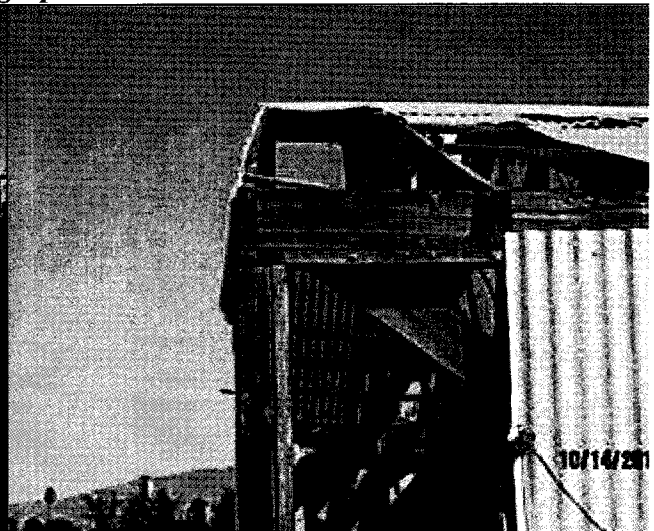
DATE: 040815



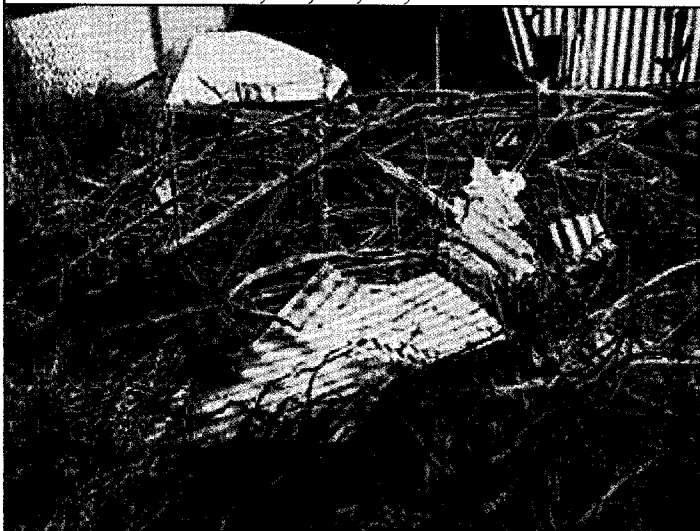
*Photographs*



b pollard 101414 SSS-GREENHOUSE, NOD#s 10, 11, 13, 14, 15, & 17



b pollard 101414 SSS-GREENHOUSE, NOD#s 11, 13, 14, 15, & 17



b pollard 101414 SSS-GREENHOUSE, NOD#s 10, 11, 13, 14, 15, & 17



b pollard 101414 SSS-GREENHOUSE, NOD#s 11, 13, 14, 15, & 17



b pollard 101414 SSS-GREENHOUSE, NOD#s 10,



b pollard 101414 SSS-GREENHOUSE, NOD#s



b pollard 101414 SSS-GREENHOUSE, NOD#'s 10, 11, 13, 14, 15, & 17



b pollard 021715 SSS



b pollard 021715 SSS



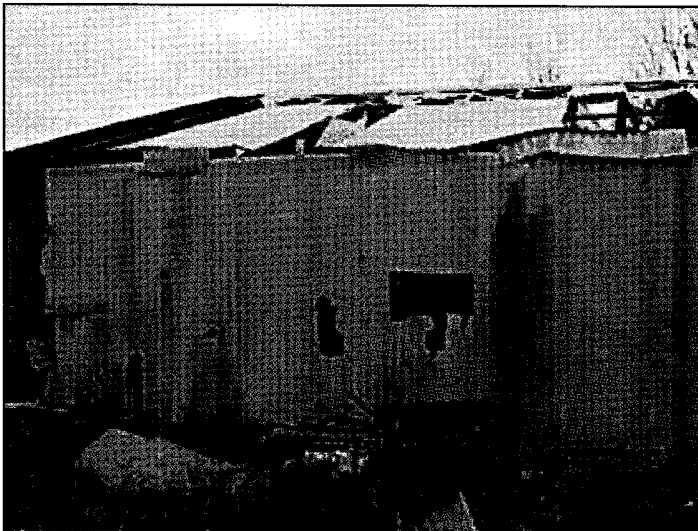
b pollard 030315 SSS



b pollard 040915 101.JPG



b pollard 040915 107.JPG



b pollard 050515 SSS



b pollard 050515 SSS



b pollard 050515 SSS



b pollard 050515 SSS



b pollard SSS



b pollard SSS

**EXHIBIT “E”**



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**NOTICE OF VIOLATION**

October 15, 2014

MARIAN L LAWELL  
40726 MAYBERRY AVE  
HEMET, CA 92544

RE CASE NO: CV1403996 at 40726 MAYBERRY AVE, in the community of HEMET, California, Assessor's Parcel Number 447-060-044

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 40726 MAYBERRY AVE, in the community of HEMET California, Assessor's Parcel Number 447-060-044, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457), of the Riverside County Code.

**Said violation is described as:**

- 1) 15.16.020 (Ord. 457) - An inspection was made of the above-referenced subject property in response to complaints received by this office. The structure(s) was/were found to be substandard and a public nuisance in violation of Riverside County Code Section 15.16, and as such, was posted with a "Danger Do Not Enter" sign and a copy of the enclosed "Notice of Defects," which sets forth the conditions that render the building unsafe for human habitation.

**NOTICE IS HEREBY GIVEN** that failure to comply with this notice will result in further civil, criminal, or administrative proceedings for demolition of the structure(s) and abatement of the public nuisance and could result in the imposition of a lien on the subject property(ies) for costs, including attorney's fees, related to the enforcement of all ordinances and abatement of violative conditions. A "Notice of Noncompliance" has been recorded with the Riverside County Recorder's Office. At the conclusion of this case, you will receive a Statement of Expense associated with the abatement of such nuisance.

**NOTICE IS FURTHER GIVEN** that in accordance with Sections 17274 and 24436.5 of the Revenue and Taxation Code, a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the taxable year affected by these abatement proceedings.

**YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:**

- 1) THE OWNER OF RECORD of the subject property is hereby noticed and ordered within thirty (30) days of this notice to obtain all necessary permits from the Department of Building and Safety and to correct or abate the unsafe conditions either by repairing all violative conditions indicated in the attached "Notice of Defects" or demolition and removal of the structure(s). ALL PARTIES WITH INTEREST in the subject property may comply with the provisions of this notice within fifteen (15) days after the expiration of the thirty (30) day period. GREEN HOUSE

COMPLIANCE MUST BE COMPLETED BY November 14, 2014. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

**NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$109.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.**

37600 SKY CANYON DRIVE SUITE G #507, MURRIETA, CALIFORNIA 92563  
(951) 696-1606 • FAX (951) 677-9052



**YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.**

CODE ENFORCEMENT DEPARTMENT

By: B Pollard, Code Enforcement Officer

# RIVERSIDE COUNTY DEPARTMENT OF BUILDING AND SAFETY CODE ENFORCEMENT NOTICE OF DEFECTS

SUBSTANDARD BUILDING CONDITIONS:	UNIFORM HOUSING CODE SECTIONS	HEALTH & SAFETY CODE SECTIONS
1. <input type="checkbox"/> Lack of or improper water closet, lavatory, bathtub, shower or kitchen sink.....	1001(b)1,2,3	17920.3(a)1,2,3
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
2. <input type="checkbox"/> Lack of hot and cold running water to plumbing fixtures .....	1001(b)4,5	17920.3(a)4,5
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
3. <input type="checkbox"/> Lack of connection to required sewage system.....	1001(b)14	17920.3(a)14
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
4. <input type="checkbox"/> Hazardous plumbing.....	1001(f)	17920.3(e)
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
5. <input type="checkbox"/> Lack of required electrical lighting.....	1001(b)10	17920.3(a)10
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
6. <input type="checkbox"/> Hazardous Wiring.....	1001(e)	17920.3(d)
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
7. <input type="checkbox"/> Lack of adequate heating facilities.....	1001(o)6	17920.3(a)6
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
8. <input type="checkbox"/> Deteriorated or inadequate foundation.....	1001(c)1	17920.3(b)1
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
9. <input type="checkbox"/> Defective or deteriorated flooring or floor supports.....	1001(c)2	17920.3(b)2
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
10 <input checked="" type="checkbox"/> Members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration.....	1001(c)4	17920.3(b)4
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
11 <input checked="" type="checkbox"/> Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split, or buckle due to defective material or deterioration.....	1001(c)6	17920.3(b)6
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
12 <input type="checkbox"/> Dampness of habitable rooms.....	1001(b)11	17920.3(a)11
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
13 <input checked="" type="checkbox"/> Faulty weather protection.....	1001(h)1-4	17920.3(g)1-4
A. Deteriorated or ineffective weather proofing of exterior walls, roof or floors including broken windows or doors, lack of paint or other approved wall covering.		
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
14 <input checked="" type="checkbox"/> General dilapidation or improper maintenance.....	1001(b)13	17920.3(a)13
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
15 <input checked="" type="checkbox"/> Fire hazard.....	1001(i)	17920.3(h)
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
16 <input type="checkbox"/> Extensive fire damage.....		
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
17 <input checked="" type="checkbox"/> Public and attractive nuisance - abandoned/vacant.....		
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
18 <input type="checkbox"/> Improper occupancy.....	1001(n)	17920.3(a)
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
19 <input type="checkbox"/>		
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
20 <input type="checkbox"/>		
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		

\*\*\* YOU MUST CORRECT THE ABOVE CONDITIONS WITHIN 30 DAYS OF THE DATE OF THIS NOTICE

Case No. CV14-003996 Address 40726 MAY BERRA

Date 10/14/14 Officer B. POLLARD

285-025 (4/96) **GREEN HOUSE**

Distribution: White-Case File; Canary-Property Owner; Pink-To Be Posted On Structure

**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**PROOF OF SERVICE**

Case No. CV1403996

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Elizabeth Ross, declare that I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is at the footer of this notice.

That on October 15, 2014, I served the following document(s):

**Notice of Violation**

by placing a true copy thereof enclosed in a sealed envelope(s) by **FIRST CLASS MAIL** addressed as follows:

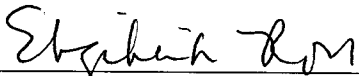
MARIAN L LAWELL 40726 MAYBERRY AVE, HEMET, CA 92544

**By First Class Mail.** I am readily familiar with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service with postage thereon fully prepaid in the County of Riverside, California, in the ordinary course of business.

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

EXECUTED ON October 15, 2014, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT



By: Elizabeth Ross, Code Enforcement Aide



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**AFFIDAVIT OF POSTING OF NOTICES**

June 9, 2015

RE CASE NO: CV1403996

I, B Pollard, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is:  
37600 Sky Canyon Drive, Suite G  
Murrieta, California 92563  
Mail Stop #5155.

That on 101414 at 1054, I securely and conspicuously posted Notice of Defects, and Danger signage at the property described as:

**Property Address:** 40726 MAYBERRY AVE, HEMET

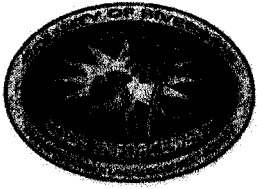
**Assessor's Parcel Number:** 447-060-044

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

Executed on June 9, 2015 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

  
By: B Pollard, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**AFFIDAVIT OF POSTING OF NOTICES**

October 16, 2014

RE CASE NO: CV1403996

I, Anita Bustillos, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is:  
37600 Sky Canyon Drive, Suite G  
Murrieta, California 92563  
Mail Stop #5155.

That on 10/16/2014 at 10:55 a.m., I securely and conspicuously posted Notice of Violation at the property described as:

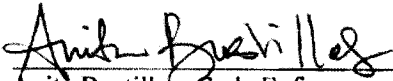
**Property Address:** 40726 MAYBERRY AVE, HEMET

**Assessor's Parcel Number:** 447-060-044

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

Executed on October 16, 2014 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

  
By: Anita Bustillos, Code Enforcement Technician

**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**NOTICE OF VIOLATION**

February 3, 2015

ACCUBANC MORTGAGE CORPORATION  
P/O/Box 809068  
DALLAS, TX 75380-9068

RE CASE NO: CV1403996 at 40726 MAYBERRY AVE, in the community of HEMET, California, Assessor's Parcel Number 447-060-044

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 40726 MAYBERRY AVE, in the community of HEMET California, Assessor's Parcel Number 447-060-044, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457), of the Riverside County Code.

**Said violation is described as:**

- 1) 15.16.020 (Ord. 457) - An inspection was made of the above-referenced subject property in response to complaints received by this office. The structure(s) was/were found to be substandard and a public nuisance in violation of Riverside County Code Section 15.16, and as such, was posted with a "Danger Do Not Enter" sign and a copy of the enclosed "Notice of Defects," which sets forth the conditions that render the building unsafe for human habitation.

**NOTICE IS HEREBY GIVEN** that failure to comply with this notice will result in further civil, criminal, or administrative proceedings for demolition of the structure(s) and abatement of the public nuisance and could result in the imposition of a lien on the subject property(ies) for costs, including attorney's fees, related to the enforcement of all ordinances and abatement of violative conditions. A "Notice of Noncompliance" has been recorded with the Riverside County Recorder's Office. At the conclusion of this case, you will receive a Statement of Expense associated with the abatement of such nuisance.

**NOTICE IS FURTHER GIVEN** that in accordance with Sections 17274 and 24436.5 of the Revenue and Taxation Code, a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the taxable year affected by these abatement proceedings.

**YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:**

- 1) THE OWNER OF RECORD of the subject property is hereby noticed and ordered within thirty (30) days of this notice to obtain all necessary permits from the Department of Building and Safety and to correct or abate the unsafe conditions either by repairing all violative conditions indicated in the attached "Notice of Defects" or demolition and removal of the structure(s). ALL PARTIES WITH INTEREST in the subject property may comply with the provisions of this notice within fifteen (15) days after the expiration of the thirty (30) day period. GREEN HOUSE

**COMPLIANCE MUST BE COMPLETED BY February 17, 2015. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.**

**NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$109.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.**

**YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.**

CODE ENFORCEMENT DEPARTMENT

By: B Pollard, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**NOTICE OF VIOLATION**

February 3, 2015

WELLS FARGO BANK, N.A. The William Barnhart Center at Hillsboro  
ATTN: Collateral Control  
P.O.BOX 5140  
Portland, OR 97208-5140

RE CASE NO: CV1403996 at 40726 MAYBERRY AVE, in the community of HEMET, California, Assessor's Parcel Number 447-060-044

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 40726 MAYBERRY AVE, in the community of HEMET California, Assessor's Parcel Number 447-060-044, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457), of the Riverside County Code.

**Said violation is described as:**

- 1) 15.16.020 (Ord. 457) - An inspection was made of the above-referenced subject property in response to complaints received by this office. The structure(s) was/were found to be substandard and a public nuisance in violation of Riverside County Code Section 15.16, and as such, was posted with a "Danger Do Not Enter" sign and a copy of the enclosed "Notice of Defects," which sets forth the conditions that render the building unsafe for human habitation.

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**COMPLIANCE MUST BE COMPLETED BY February 17, 2015. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.**

**NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$109.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.**



**YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.**

CODE ENFORCEMENT DEPARTMENT

By: B Pollard, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**NOTICE OF VIOLATION**

February 3, 2015

Bayview Portfolio Services, LLC  
3631 South Harbor Blvd., Suite 200  
PO BOX25079  
Santa Ana, CA 92704-6951

RE CASE NO: CV1403996 at 40726 MAYBERRY AVE, in the community of HEMET, California, Assessor's Parcel Number 447-060-044

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 40726 MAYBERRY AVE, in the community of HEMET California, Assessor's Parcel Number 447-060-044, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457), of the Riverside County Code.

**Said violation is described as:**

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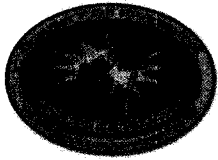
**COMPLIANCE MUST BE COMPLETED BY February 17, 2015. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.**

**NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$109.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.**

**YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.**

CODE ENFORCEMENT DEPARTMENT

By: B Pollard, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**NOTICE OF VIOLATION**

February 3, 2015

GMAC Mortgage Corporation  
3451 Hammond Ave  
Waterloo, IA 50702-5345

RE CASE NO: CV1403996 at 40726 MAYBERRY AVE, in the community of HEMET, California, Assessor's Parcel Number 447-060-044

**NOTICE IS HEREBY GIVEN** that property owned or controlled by you at 40726 MAYBERRY AVE, in the community of HEMET California, Assessor's Parcel Number 447-060-044, is in violation of Section(s) RCC Section No. 15.16.020 (Ord. 457), of the Riverside County Code.

**Said violation is described as:**

- 1) 15.16.020 (Ord. 457) - An inspection was made of the above-referenced subject property in response to complaints received by this office. The structure(s) was/were found to be substandard and a public nuisance in violation of Riverside County Code Section 15.16, and as such, was posted with a "Danger Do Not Enter" sign and a copy of the enclosed "Notice of Defects," which sets forth the conditions that render the building unsafe for human habitation.

**NOTICE IS HEREBY GIVEN** that failure to comply with this notice will result in further civil, criminal, or administrative proceedings for demolition of the structure(s) and abatement of the public nuisance and could result in the imposition of a lien on the subject property(ies) for costs, including attorney's fees, related to the enforcement of all ordinances and abatement of violative conditions. A "Notice of Noncompliance" has been recorded with the Riverside County Recorder's Office. At the conclusion of this case, you will receive a Statement of Expense associated with the abatement of such nuisance.

**NOTICE IS FURTHER GIVEN** that in accordance with Sections 17274 and 24436.5 of the Revenue and Taxation Code, a tax deduction may not be allowed for interest, taxes, depreciation, or amortization paid or incurred in the taxable year affected by these abatement proceedings.

**YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:**

- 1) THE OWNER OF RECORD of the subject property is hereby noticed and ordered within thirty (30) days of this notice to obtain all necessary permits from the Department of Building and Safety and to correct or abate the unsafe conditions either by repairing all violative conditions indicated in the attached "Notice of Defects" or demolition and removal of the structure(s). ALL PARTIES WITH INTEREST in the subject property may comply with the provisions of this notice within fifteen (15) days after the expiration of the thirty (30) day period. GREEN HOUSE

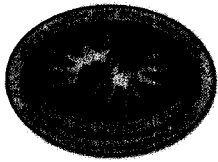
**COMPLIANCE MUST BE COMPLETED BY** February 17, 2015. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

**NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF \$109.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.**

**YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.**

CODE ENFORCEMENT DEPARTMENT

By: B Pollard, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**NOTICE OF VIOLATION**

February 3, 2015

ACCUBANC MORTGAGE CORPORATION, A TEXAS CORPORATION

12377 MERIT DRIVE, #600  
DALLAS, TX 75251

RE CASE NO: CV1403996 at 40726 MAYBERRY AVE, in the community of HEMET, California, Assessor's Parcel Number 447-060-044

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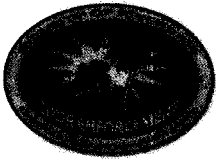
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CODE ENFORCEMENT DEPARTMENT

By: B Pollard, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**NOTICE OF VIOLATION**

February 3, 2015

EXECUTIVE TRUSTEE SERVICES, INC.  
15455 SAN FERNANDO MISSION BLVD  
SUITE #208  
MISSION HILLS, CA 91345

RE CASE NO: CV1403996 at 40726 MAYBERRY AVE, in the community of HEMET, California, Assessor's Parcel Number 447-060-044

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CODE ENFORCEMENT DEPARTMENT

By: B Pollard, Code Enforcement Officer

**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**NOTICE OF VIOLATION**

February 3, 2015

Financial Dimensions, Inc.  
1400 Lebanon Church Road  
Pittsburg, PA 15236

RE CASE NO: CV1403996 at 40726 MAYBERRY AVE, in the community of HEMET, California, Assessor's Parcel Number 447-060-044

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CODE ENFORCEMENT DEPARTMENT

By: B Pollard, Code Enforcement Officer



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**NOTICE OF VIOLATION**

February 3, 2015

FIRST INTERSTATE BANK OF CALIFORNIA  
SAN DIEGO DLC  
P.O.BOX 210028  
SAN DIEGO, CA 92121

RE CASE NO: CV1403996 at 40726 MAYBERRY AVE, in the community of HEMET, California, Assessor's Parcel Number 447-060-044

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CODE ENFORCEMENT DEPARTMENT

By: B Pollard, Code Enforcement Officer

# RIVERSIDE COUNTY DEPARTMENT OF BUILDING AND SAFETY CODE ENFORCEMENT NOTICE OF DEFECTS

UNIFORM HOUSING HEALTH & SAFETY  
CODE SECTIONS CODE SECTIONS

**SUBSTANDARD BUILDING CONDITIONS:**

1. <input type="checkbox"/> Lack of or improper water closet, lavatory, bathtub, shower or kitchen sink.....	1001(b)1,2,3	17920.3(a)1,2,3
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
2. <input type="checkbox"/> Lack of hot and cold running water to plumbing fixtures .....	1001(b)4,5	17920.3(a)4,5
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
3. <input type="checkbox"/> Lack of connection to required sewage system.....	1001(b)14	17920.3(a)14
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
4. <input type="checkbox"/> Hazardous plumbing.....	1001(f)	17920.3(e)
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
5. <input type="checkbox"/> Lack of required electrical lighting.....	1001(b)10	17920.3(a)10
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
6. <input type="checkbox"/> Hazardous Wiring.....	1001(e)	17920.3(d)
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
7. <input type="checkbox"/> Lack of adequate heating facilities.....	1001(o)6	17920.3(a)6
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
8. <input type="checkbox"/> Deteriorated or inadequate foundation.....	1001(c)1	17920.3(b)1
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
9. <input type="checkbox"/> Defective or deteriorated flooring or floor supports.....	1001(c)2	17920.3(b)2
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
10 <input checked="" type="checkbox"/> Members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration.....	1001(c)4	17920.3(b)4
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
11 <input checked="" type="checkbox"/> Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split, or buckle due to defective material or deterioration.....	1001(c)6	17920.3(b)6
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
12 <input type="checkbox"/> Dampness of habitable rooms.....	1001(b)11	17920.3(a)11
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
13 <input checked="" type="checkbox"/> Faulty weather protection.....	1001(b)1-4	17920.3(g)1-4
A. Deteriorated or ineffective weather proofing of exterior walls, roof or floors including broken windows or doors, lack of paint or other approved wall covering.		
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
14 <input checked="" type="checkbox"/> General dilapidation or improper maintenance.....	1001(b)13	17920.3(a)13
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
15 <input checked="" type="checkbox"/> Fire hazard.....	1001(i)	17920.3(h)
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
16 <input type="checkbox"/> Extensive fire damage.....		
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
17 <input checked="" type="checkbox"/> Public and attractive nuisance - abandoned/vacant.....		
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input checked="" type="checkbox"/> Demolish Or Rehabilitate Structure		
18 <input type="checkbox"/> Improper occupancy.....	1001(a)	17920.3(a)
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
19 <input type="checkbox"/>		
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		
20 <input type="checkbox"/>		
OBTAIN PERMIT TO: <input type="checkbox"/> Repair Per Applicable Building Codes <input type="checkbox"/> Demolish Or Rehabilitate Structure		

\*\*\* YOU MUST CORRECT THE ABOVE CONDITIONS WITHIN 30 DAYS OF THE DATE OF THIS NOTICE

Case No. CV14-003996 Address 40726 MAY BERRY

Date 10/14/14 Officer B. POWARD

285-925 (4/96) **GREEN HOUSE**

Distribution: White-Case File; Canary-Property Owner; Pink-To Be Posted On Structure



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**PROOF OF SERVICE**

Case No. CV1403996

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Elizabeth Ross, declare that I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is at the footer of this notice.

That on February 3, 2015, I served the following documents(s):

**Notice of Violation and Notice of Defects**

by placing a true copy thereof enclosed in a sealed envelope(s) by **FIRST CLASS MAIL** addressed as follows:


ACCUBANC MORTGAGE CORPORATION P/O/Box 809068, DALLAS, TX 75380-9068  
WELLS FARGO BANK, N.A. The William Barnhart Center at Hillsboro ATTN: Collateral Control P.O.BOX 5140,  
Portland, OR 97208-5140  
Bayview Portfolio Services, LLC 3631 South Harbor Blvd., Suite 200 PO BOX25079, Santa Ana, CA 92704-6951  
GMAC Mortgage Corporation 3451 Hammond Ave, Waterloo, IA 50702-5345  
ACCUBANC MORTGAGE CORPORATION, A TEXAS CORPORATION 12377 MERIT DRIVE, #600, DALLAS, TX  
75251  
EXECUTIVE TRUSTEE SERVICES, INC. 15455 SAN FERNANDO MISSION BLVD SUITE #208, MISSION HILLS,  
CA 91345  
Financial Dimensions, Inc. 1400 Lebanon Church Road, Pittsburg, PA 15236  
FIRST INTERSTATE BANK OF CALIFORNIA SAN DIEGO DLC P.O.BOX 210028, SAN DIEGO, CA 92121

XX **By First Class Mail.** I am readily familiar with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service with postage thereon fully prepaid in the County of Riverside, California, in the ordinary course of business.

XX **STATE.** I declare under the penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED ON February 3, 2015, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

  
By: Elizabeth Ross, Code Enforcement Aide

37600 SKY CANYON DRIVE SUITE G #507, MURRIETA, CALIFORNIA 92563  
(951) 696-1606 • FAX (951) 677-9052

# **EXHIBIT “F”**



RECORDING REQUESTED BY:  
County of Riverside  
Code Enforcement Department

DOC # 2014-0462041  
12/03/2014 04:40P Fee:NC  
Page 1 of 1  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



AND WHEN RECORDED MAIL TO:  
County of Riverside  
Code Enforcement Department  
37600 Sky Canyon Drive, Suite G  
Murrieta, California 92563  
Mail Stop #5155

(space for recorder's use)

**NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS**

In the matter of the public or other code violation(s) on the property of:  
**MARIAN L LAWELL** )  
and DOES I through X, Owners)

Case #: CV-1403996

**NOTICE IS HEREBY GIVEN** to all persons, pursuant to Section 14 of Ordinance Number 725 of the County of Riverside, State of California, that administrative proceedings have been commenced with respect to the structure or land located upon the following described real property in the County of Riverside:

**ADDRESS:** 40726 MAYBERRY AVE, HEMET CA, 92544  
**PARCEL #:** 447-060-044  
**LEGAL DESCRIPTION:** 0.34 acres in LOT 4 of HEMET LAND CO, recorded in MB 1 page 14

**VIOLATION(S):** Riverside County Code (Ordinance) 15.16.020 (Ord. 457) that such proceedings are based upon the noncompliance of such structure or land with the requirements of Riverside County Codes (Ordinances) listed above; and that failure to comply with the lawful orders of the Code Enforcement Director and/or authorized agents of the County of Riverside heretofore and hereafter issued relative to the above matter may result in demolition of the offending structure, abatement of the public nuisance or other available legal remedies and assessment of the costs, expenses, and administrative costs thereof to the property heretofore described as a tax and special assessment lien on such property; that any purchaser, his heirs, or assigns acquiring said property subsequent to the recording of the Notice with the County Recorder shall have such interest subject and subordinate to said tax and assessment lien. **Notice is Further Given** in accordance with Sections 17274 and 24436.5 of the California Revenue and Taxation Code, that a tax deduction may not be allowed for interest, taxes, depreciation or amortization paid or incurred in the taxable year affected by these proceedings.

COUNTY OF RIVERSIDE CODE ENFORCEMENT DEPARTMENT

By: Cynthia Black  
Cynthia Black, Code Enforcement Department

**ACKNOWLEDGEMENT**

State of California )  
County of Riverside )SS  
On 11.19.2014 before me, Elizabeth B. Ross, Notary Public, personally appeared Cynthia Black 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.  
Commission #: 2015670 Expires: March 28, 2017

Signature: Elizabeth B. Ross (Seal)



# **EXHIBIT “G”**



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

Greg Flannery  
Code Enforcement Official

July 30, 2015

**NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS AND ABATE  
PUBLIC NUISANCE**

TO: Owner and Interested Parties  
(See Attached Proof of Service  
and Responsible Parties List)

Case No.: CV14-03996  
APN: 447-060-044  
Property: 40726 Mayberry Avenue, Hemet

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance ("RCO") Nos. 457 and 725 to consider the substandard structure located on the SUBJECT PROPERTY described as 40726 Mayberry Avenue, Hemet, Riverside County, California, and more particularly described as Assessor's Parcel Number 447-060-044.


YOU ARE HEREBY DIRECTED as owner of the SUBJECT PROPERTY, to appear at this hearing to show cause why the SUBJECT PROPERTY should not be declared a public nuisance and be abated by removing the violations from the real property.

SAID HEARING will be held on **Tuesday, September 1, 2015, at 9:30 a.m.** in the Board of Supervisors Room, County Administrative Center, 4080 Lemon Street, 1<sup>st</sup> Floor Annex, Riverside, California at which time and place pertinent evidence will be received and/or testimony from all concerned parties will be heard. Failure to appear on your behalf will result in the exclusion of your testimony, and facts as known to the Code Enforcement Department ("Department") will be presented to the Board of Supervisors for consideration and deliberation in this matter.

Please be advised that the costs already accrued in this case, including but not limited to, enforcement and investigation costs, are recoverable by the Department, as allowed under RCO No. 725. The Department may seek recovery of such costs from the property owner(s) which may result in a special assessment lien against the SUBJECT PROPERTY. Additionally, should the Department abate the property, the costs associated therewith, as well as all abatement costs allowed under RCO No. 725, will be sought from the property owner(s) and/or may result in a special assessment lien against the property.

**We encourage you to contact Code Enforcement at (951) 955-2004 upon receipt of this Notice to discuss the case and attempt to reach a resolution prior to the hearing. If you plan to attend the hearing, please check-in with Code Enforcement staff at 8:30 a.m. on the day of the hearing in the lobby of the first floor annex in front of the Clerk of the Board's Office.**

GREG FLANNERY  
CODE ENFORCEMENT OFFICIAL

  
HECTOR VIRAY  
Supervising Code Enforcement Officer

# NOTICE LIST

Subject Property: 40726 Mayberry Avenue, Hemet;

Case No.: CV14-03996

APN: 447-060-044; District: 3

MARIAN L. LAWELL  
40726 MAYBERRY AVENUE  
HEMET, CA 92544

ACCUBANC MORTGAGE CORPORATION  
P.O. BOX 809069  
DALLAS, TX 75380-9068

WELLS FARGO BANK, N.A.  
P.O. BOX 5140  
PORTLAND, OR 97208-5140

FIRST INTERSTATE BANK  
OF CALIFORNIA  
SAN DIEGO DLC  
P.O. BOX 210028  
SAN DIEGO, CA 92121

GMAC MORTGAGE, LLC  
C/O OWEN LOAN SERVICING, LLC  
1100 VIRGINIA DRIVE, SUITE 175  
FORT WASHINGTON, PA 19034

1 **PROOF OF SERVICE**

2 Case No. CV14-03996

3 STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

4 I, Sue Jimenez, the undersigned, declare that I am a citizen of the United States and am employed in  
5 the County of Riverside, over the age of 18 years and not a party to the within action or proceeding;  
6 that my business address is 4080 Lemon Street, 12<sup>th</sup> Floor, Riverside, California 92501.

7 That on July 30, 2015 I served the following document(s):

- 8 • **NOTICE TO CORRECT COUNTY ORDINANCE**
- 9 • **VIOLATIONS AND ABATE PUBLIC NUISANCE**
- 10 • **NOTICE LIST**

11 by placing a true copy thereof enclosed in a sealed envelope(s) addressed as follows:

12 **OWNERS OR INTERESTED PARTIES**  
13 **(SEE ATTACHED NOTICE LIST)**

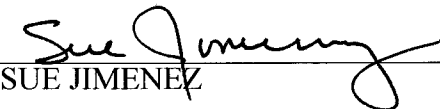
14 XX **BY FIRST CLASS MAIL.** I am "readily familiar" with the office's practice of collection  
15 and processing correspondence for mailing. Under that practice it would be deposited with  
16 the U.S. Postal Service on that same day with postage thereon fully prepaid at Riverside,  
17 California, in the ordinary course of business.

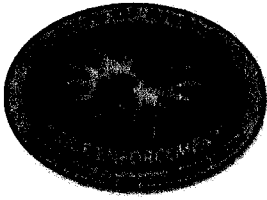
18     **BY PERSONAL SERVICE:** I caused to be delivered such envelope(s) by hand to the offices  
19 of the addressee(s).

20 XX **STATE - I declare under penalty of perjury under the laws of the State of California that the**  
21 **above is true and correct.**

22     **FEDERAL - I declare that I am employed in the office of a member of the bar of this court at**  
23 **whose direction the service was made.**

24 EXECUTED July 30, 2015, at Riverside, California.

25   
26 SUE JIMENEZ



**CODE ENFORCEMENT DEPARTMENT  
COUNTY OF RIVERSIDE**

**AFFIDAVIT OF POSTING OF NOTICES**

July 31, 2015

RE CASE NO: CV1403996

I, Anita Bustillos, hereby declare:

I am employed by the Riverside County Code Enforcement Department; that my business address is:  
37600 Sky Canyon Drive, Suite G  
Murrieta, California 92563  
Mail Stop #5155.

That on 07/31/2015 at 11:32 a.m., I securely and conspicuously posted Notice to Correct County Ordinance Violations & Abate Public Nuisance (RCO 457 Sec. 3 / RCC 15.16.020) at the property described as:

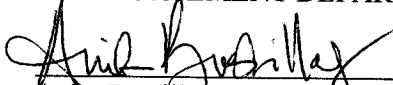
**Property Address:** 40726 MAYBERRY AVE, HEMET

**Assessor's Parcel Number:** 447-060-044

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

Executed on July 31, 2015 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

  
By: Anita Bustillos, Code Enforcement Technician