

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS DATE 9/12/15

Departmental Concurrence

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

249A



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

**SUBMITTAL DATE:**  
**AUG 12 2015**

**SUBJECT:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 192, Item 1141. Last assessed to: David Caufield, an unmarried man. District 4 [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:  
 1. Deny the claim from Elaine Britt Sharp for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 845062012-8;

(continued on page two)

**BACKGROUND:**

**Summary**

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

(continued on page two)

*Don Kent*  
 Don Kent  
 Treasurer-Tax Collector

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

<b>SOURCE OF FUNDS:</b>	<b>Budget Adjustment:</b> N/A
	<b>For Fiscal Year:</b> 15/16

**C.E.O. RECOMMENDATION:** APPROVE  
 BY: *Samuel Wong 9/16/15*  
 County Executive Office Signature Samuel Wong

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Benoit and Ashley  
 Nays: None  
 Absent: Washington  
 Date: September 22, 2015  
 xc: Treasurer

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

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

9-24

A-30  
 Positions Added  
 4/5 Vote  
 Change Order

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

**FORM 11:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 192, Item 1141. Last assessed to: David Caufield, an unmarried man. District 4 [\$0]

**DATE:** **AUG 12 2015**

**PAGE:** Page 2 of 2

**RECOMMENDED MOTION:**

2. Deny the claim, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.
3. Authorize and direct the Treasurer-Tax Collector to transfer the unclaimed excess proceeds in the amount of \$1,170.29 to the county general fund pursuant to Revenue and Taxation Code Section 4674.

**BACKGROUND:**

**Summary (continued)**

Revenue and Taxation Code 4676 (b) states that the county shall make reasonable effort to obtain the name and last known mailing address of the parties of interest. Then, if the address of the party of interest cannot be obtained, the county shall publish notice of the right to claim excess proceeds in a newspaper of general circulation in the county as per Revenue and Taxation Code 4676 (c). The Treasurer-Tax Collector's Office has made it a policy to take the following actions to locate the rightful party of the excess proceeds.

- Examined title reports to notify all parties of interest attached to the parcel.
- Researched all last assessee's through the County's Property Tax System for any parties of interest.
- Used Accurint (people finder) to notify any new addresses that may be listed for our parties of interest.
- Advertised in newspapers for three consecutive weeks in the Desert Sun, Palo Verde Valley Times and the Press Enterprise referring any parties of interest to file a claim for the excess proceeds.
- Sent out a certified mailing within 90 days as required by Revenue and Taxation Code 4675.

According to Revenue and Taxation Code 4675 (a) Any party of interest in the property may file with the county a claim for the excess proceeds, in proportion to his or her interest held with others of equal priority in the property at the time of the sale, at any time prior to the expiration of the one year following the recordation of the Tax Collector's deed to the Purchaser, which was recorded on May 11, 2012.

The Treasurer-Tax Collector has received one claim for excess proceeds:

1. Claim from Elaine Britt Sharp based on a Short Form Deed of Trust and Assignment of Rents recorded September 28, 2009 as Instrument No. 2009-0500337.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that the claim from Elaine Britt Sharp be denied since she was unable to substantiate her claim. Since there are no other claimants the unclaimed excess proceeds in the amount of \$1,170.29 will be transferred to the county general fund. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

**Impact on Citizens and Businesses**

The excess proceeds are being transferred to the county general fund.

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

A copy of the Excess Proceeds Claim form and supporting documentation are attached.

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

RECEIVED  
2012 JUN -3 AM 8:57  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 192 Item 1141 Assessment No.: 845062012-8

Assessee: CAUFIELD, DAVID

Situs: 483 N 2ND ST BLYTHE

Date Sold: March 20, 2012

Date Deed to Purchaser Recorded: May 11, 2012

Final Date to Submit Claim: May 13, 2013

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

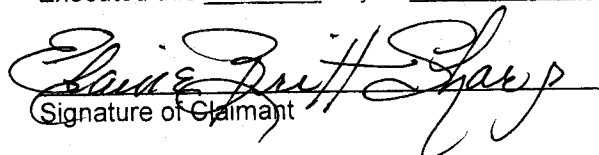
NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Executed this 21 day of JUNE, 2012 at RIVERSIDE CA  
County, State

  
Signature of Claimant

\_\_\_\_\_  
Signature of Claimant

E LAINE BRITT SHARP  
Print Name

\_\_\_\_\_  
Print Name

441 N. Palm Drive  
Street Address

\_\_\_\_\_  
Street Address

BLYTHE CA 92225  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

760-406-1650  
Phone Number

\_\_\_\_\_  
Phone Number

AO

County Administrative Center- 4th Floor  
4080 Lemon Street, P.O. Box 12005  
Riverside, CA 92502-2205  
(951) 955-3900  
(951) 955-3990 - Fax

E-mail: [ttc@co.riverside.ca.us](mailto:ttc@co.riverside.ca.us)  
[www.countytreasurer.org](http://www.countytreasurer.org)



**COUNTY OF RIVERSIDE  
TREASURER-TAX COLLECTOR**

Palm Springs Office  
997 E Tahquitz Canyon Way, Suite A  
Palm Springs, CA 92262

Temecula Office  
40935 County Center Drive, Suite C  
Temecula, CA 92591

June 6, 2012

ELAINE BRITT SHARP  
446 N. PALM DR.  
BLYTHE, CA 92225

Re: EXCESS PROCEEDS FROM SALE OF TAX DEFAULTED PROPERTY

Assessment No.: 845062012-8      Item: 1141  
Situs Address: 483 N 2Nd St Blythe  
Assessee: Caufield, David  
Date Sold: March 20, 2012  
Date Deed to Purchaser Recorded: May 11, 2012  
Final Date to Submit Claim: May 13, 2013

Dear Sir or Madame:

The property referenced above was declared subject to the Tax Collector's power of sale for non-payment of taxes and later sold. Parties of Interest, as defined in Section 4675 of the California Revenue and Taxation Code (e.g., the last assessee and any lienholders of record), have a right to file a claim for any excess proceeds that remain after the tax liens and the costs of the sale have been satisfied. Our records show that you may be a party of interest, and we are enclosing for your convenience a claim form and a return envelope. Please note that your claim must be filed within one year of the date the deed to the purchaser was recorded (shown above). By law, we cannot accept claims after one year from this recording date. Claims submitted will be evaluated by our legal counsel and awarded in accordance with state law. The submission of a claim merely initiates that review.

The enclosed form is relatively simple and we must stress that most applicants will be able to fill it out without help. However, if you need help, please feel free to contact our office by mail, telephone or in person and we will help you without charge. You may telephone us at (951) 955-3842.

If you prefer to have an agent file your claim for you, or if you should decide to sell your claim (often referred to as "assignment") so that the purchaser of the claim may receive the funds, please advise us and we will send the proper form.

Please note also that the statutory procedures and the County's internal procedures dictate that most claims will not be processed until at least twenty (20) months following the date of recordation of the tax deed.

Sincerely,

DON KENT  
TREASURER-TAX COLLECTOR

By Adrian Potenciano  
Deputy



RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:  
 Elaine Britt Sharp  
 446 N. PALM DR.  
 BLYTHE, CA. 92225

TICOR TITLE  
 JAN BEWARD INC

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

5272502-40  
 A.P.N.: 845-062-012-8 TRA #: 003-038 Order No.: 5272502-40 Escrow No.: 09-2191-SE

**SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS**

THIS DEED OF TRUST, made this Tenth day of September, 2009, between

TRUSTOR: David Caufield, an Unmarried Man

whose address is 490 S. Farrell Drive, #C107, Palm Springs, CA 92262, and

TRUSTEE: Ticor Title Company of California, a California Corporation, and

BENEFICIARY: Elaine Britt Sharp

T  
061

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the City of Blythe, Riverside County, State of California, described as:

Lot 22 in Block 2 of Garrison Tract, as per map recorded in Book 19, Page(s) 93, of Maps, in the Office of the County Recorder of said County.

This Note is given and accepted as a portion of the purchase price.

This Deed of Trust is given and accepted upon the express provision that should the property hereinbefore described, or any part hereof, be conveyed or alienated by Trustor, either voluntarily or by operation of law, without Beneficiary's written consent, then all sums secured hereby shall, at Beneficiary's option, become immediately due and payable.

TOGETHER WITH the rents, issues, and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph 10 of the provisions incorporated by reference to collect and apply such rents, issues and profits.

FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$90,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County on October 18, 1961, and in all other counties on October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below and opposite the name of such county, viz:

A.P.N.: 845-062-012-8 ✓

County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page
Alameda	435	684	Imperial	1091	501	Merced	1547	538	San Benito	271	383	Siskiyou	468	181
Alpine	1	250	Inyo	147	598	Modoc	184	851	San Bernardino	5567	61	Solano	1105	182
Amador	104	348	Kern	3427	60	Mono	52	429	San Francisco	A332	905	Sonoma	1851	689
Butte	1145	1	Kings	792	833	Monterey	2194	538	San Joaquin	2470	311	Stanislaus	1715	456
Cataveras	145	152	Lake	362	39	Napa	639	86	San Luis Obispo	1151	12	Sutter	572	297
Colusa	296	617	Lassen	171	471	Nevada	305	320	San Mateo	4078	420	Tehama	401	289
Contra Costa	3978	47	Los Angeles	T2055	899	Orange	5889	611	Santa Barbara	1878	860	Trinity	93	366
Del Norte	78	414	Madera	810	170	Placer	895	301	Santa Clara	5336	01	Tulare	2294	275
El Dorado	568	456	Marin	1508	339	Plumas	151	5	Santa Cruz	1431	494	Tuolumne	135	47
Fresno	4626572		Mariposa	77	292	Riverside	3005	523	Shasta	684	528	Ventura	2062	386
Glenn	422	184	Mendocino	579	530	Sacramento	4331	62	Sierra	29	335	Yolo	653	245
Humboldt	657	527				San Diego	Series 2 Book 1961, Page 183887					Yuba	334	486

(which provisions, identical in all counties, are printed on page 3 of this document) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale be mailed to Trustor at Trustor's address hereinbefore set forth, or if none shown, to Trustor at the property address.

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED IN THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A NEW REQUEST MUST BE RECORDED.

Signature of Trustor(s)

*David Caulfield*  
David Caulfield

Document Date: September 10, 2009

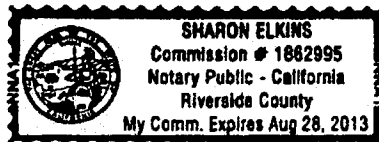
STATE OF CALIFORNIA )  
COUNTY OF Riverside )

On 09-14-09 before me, Sharon Elkins, a notary public in and for said state, personally appeared David Caulfield 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/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Sharon Elkins



(Seal)

## DO NOT RECORD

The following is a copy of provisions (1) to (14), inclusive, of the fictitious deed of trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

**TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:**

- (1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
  - (2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to 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.
  - (3) To appear in and defend any action or proceeding purporting to affect the security hereof or affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.
  - (4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.
- Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
- (5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the rate called for in the note secured hereby, or at the amount allowed by law at date of expenditure, whichever is greater, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.
  - (6) That any award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in this same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
  - (7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
  - (8) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
  - (9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee is such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them.)
  - (10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act pursuant to such notice.
  - (11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.
- After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.
- After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.
- (12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties, must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this deed is recorded and the name and address of the new Trustee.
  - (13) That this Deed applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so required, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
  - (14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or Proceeding in which Trustor, Beneficiary or Trustee shall be party unless brought by Trustee.

PAGE 3 OF 4

Public Record

A.P.N.: 845-062-012-8 ✓

----- DO NOT RECORD -----  
**REQUEST FOR FULL RECONVEYANCE**  
*To be used only when note has been paid.*

To: Ticor Title Company of California, Trustee

Dated: \_\_\_\_\_

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

Mail Reconveyance to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

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

**Short Form  
DEED OF TRUST**  
WITH POWER OF SALE  
(INDIVIDUAL)

**Ticor Title Company of California**  
AS TRUSTEE



**NOTE SECURED BY DEED OF TRUST****STRAIGHT NOTE****\$90,000.00****PALM DESERT, CALIFORNIA****SEPTEMBER 10, 2009**

In installments and at the times hereinafter stated, for value received, I/We, promise to pay to

**Elaine Britt Sharp**

or order, at Palm Desert, California, or at place designated by the holder(s) hereof, the principal sum of **Ninety Thousand And 00/100 Dollars (\$90,000.00)** with interest from 09/28/2009 on the amounts of principal remaining from time to time unpaid, until said principal sum is paid, at the rate of 1% per cent per annum. The entire balance of principal plus accrued interest due thereon shall become all due and payable on or before 09/29/2010.

The Deed of Trust securing this note contains the following: "This Deed of Trust is given and accepted upon the express provision that should the property hereinbefore described, or any part thereof, be conveyed or alienated by Trustor, either voluntarily or by operation of law, without Beneficiary's written consent, then all sums secured hereby shall, at Beneficiary's option, become immediately due and payable."

This Note is given and accepted as a portion of the purchase price.

Each payment shall be credited first on interest then due and the remainder on principal sum; and interest shall thereupon cease upon the amount so credited on the said principal. Should default be made in payment of any installment when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest payable in lawful money of the United States of America. Should suit be commenced to collect this note or any portion thereof, such sum as the Court may deem reasonable shall be added hereto as attorney's fees. This note is secured by a Deed of Trust to **Ticor Title Company of California**, a California Corporation as Trustee, affecting the property located at: **483 North 2nd Street, Blythe, CA 92225**

  
David Caufield

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

## Ticor Title Company of California

40004 Cook Street, Suite #2  
Palm Desert, CA 92211  
(760) 564-7454 Fax (760) 564-8302

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Elaine Britt Sharp  
441 North Palm Drive  
Blythe, CA 92225

Date : September 28, 2009  
Escrow No. : 09-2191-SE

RE: 483 North 2nd Street, Blythe, CA 92225

We are pleased to inform you that the above referenced escrow was closed on **September 28, 2009** and we enclose the following for your records:

Final HUD I and Closing Statement.

Original Note executed in the amount of **\$90,000.00** in favor of **Elaine Britt Sharp**, with Certified Copy.  
**(DO NOT DESTROY THIS NOTE...Keep in a Safe Place...It Must be Surrendered when Paid in Full.)**

Any documents to which you are entitled will be forwarded to you directly from the appropriate governing party.

It has been a pleasure handling your escrow. We look forward to servicing your future real estate transactions.

Ticor Title Company of California

  
Sharon D. Elkins  
Escrow Officer

SE

JON CHRISTENSEN  
ASSISTANT TREASURER-TAX COLLECTOR

SUE BAUER  
SR. CHIEF DEPUTY TREASURER-TAX COLLECTOR

DEBBIE BASHE  
INFORMATION TECHNOLOGY OFFICER II

GIOVANE PIZANO  
INVESTMENT MANAGER



DON KENT  
TREASURER

GARY COTTERILL  
CHIEF DEPUTY TREASURER-TAX COLLECTOR

MATT JENNINGS  
CHIEF DEPUTY TREASURER-TAX COLLECTOR

MELISSA JOHNSON  
CHIEF DEPUTY TREASURER-TAX COLLECTOR

ADRIANNA GOMEZ  
ADMINISTRATIVE SERVICES MANAGER I

October 23, 2014

Elaine Britt Sharp  
441 N. Palm Drive  
Blythe, CA 92225

Re: Apn: 845062012-8  
TC 192 Item 1141  
Date of Sale: March 20, 2012

Dear Elaine Britt Sharp,

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale. The documentation you have provided is insufficient to establish your claim.

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

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

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

Sincerely,

*Debra A Ruth*

Debra A. Ruth  
Tax Sale Operations Unit  
(951) 955-9386  
(951) 955-3990 Fax

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Elaine Britt Sharp  
441 N. Palm Drive  
Blythe, CA 92225

2. Article Number  
(Transfer from service label)

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  Addressee  
*[Signature]*  
 B. Received by (Printed Name) *G. Pizano*  
 C. Date of Delivery *11/10/14*

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

7003 2260 0004 1562 0138

JON CHRISTENSEN  
ASSISTANT TREASURER-TAX COLLECTOR

DEBBIE BASHE  
INFORMATION TECHNOLOGY OFFICER

GIOVANE PIZANO  
INVESTMENT MANAGER

KIEU NGO  
FISCAL MANAGER



DON KENT  
TREASURER

GARY COTTERILL  
CHIEF DEPUTY TREASURER-TAX COLLECTOR

MATT JENNINGS  
CHIEF DEPUTY TREASURER-TAX COLLECTOR

MELISSA JOHNSON  
CHIEF DEPUTY TREASURER-TAX COLLECTOR

ADRIANNA GOMEZ  
ADMINISTRATIVE SERVICES MANAGER I

January 23, 2015

Elaine Britt Sharp  
441 N. Palm Drive  
Blythe, CA 92225

Re: Apn: 845062012-8  
TC 192 Item 1141  
Date of Sale: March 20, 2012

**FINAL NOTICE**

Dear Elaine Britt Sharp,

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale. The documentation you have provided is insufficient to establish your claim.

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

- Notarized Affidavit for Collection of Personal Property under California Probate Code 13100
- Notarized Statement of different/misspelled name for
- Notarized Statement Giving Rights to Collect/Claim on behalf of
- Certified Death Certificates for
- Copy of Birth Certificates for
- Copy of Marriage Certificate for

- Original Note/Payment Book
- Updated Statement of Monies Owed (as of date of tax sale)
- Articles of Incorporation (if applicable Statement by Domestic Stock)
- Court Order Appointing Administrator
- Deed (Quitclaim/Grant etc...)
- Other -

**If your documentation is not received within 30 days, (February 23, 2015), your claim will be denied.**

If you should have any questions,

Sincerely,

*Debra A Ruth*

Debra A. Ruth  
Tax Sale Operations Unit  
(951) 955-9386  
(951) 955-3990 Fax

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Elaine Britt Sharp  
441 N. Palm Drive  
Blythe, CA 92225

RIVER

2. Article Number  
(Transfer from service label)

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 *Gary Cotterill*  Agent  Address

B. Received by (Printed Name) *G. Terrazas* C. Date of Delivery *2/23/15*

D. Is delivery address different from item 1?  Yes  No  
If YES, enter delivery address below:

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

July 15, 2015

Elaine Britt Sharp  
1357 W San Gorgonio St.  
Blythe, CA 92225-1458

Re: APN: 845062012-8  
TC 192 Item 1141  
Date of Sale: March 20, 2012

To Whom It May Concern:

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale. The documentation you have provided is insufficient to establish your claim.

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

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

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

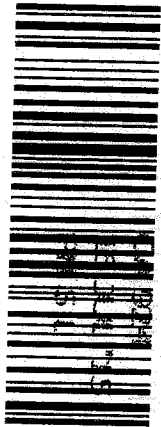
Sincerely,

Jennifer Pazicni  
Tax Sale Operations Unit  
(951) 955-3336  
(951) 955-3990 Fax  
[jpazicni@co.riverside.ca.us](mailto:jpazicni@co.riverside.ca.us)



DON KENT  
TREASURER  
P.O. BOX 12005  
RIVERSIDE, CA 92502

CERTIFIED MAIL



7003 2260 0004 1558 6403

*Handwritten signature*

Elaine Britt Sharp  
1357 W San Geronio St.  
Blythe, CA 92225-1458

REASON CHECKED  
Mover List No Address  
Unable to Forward  
Attention: No Mailbox  
No Service  
Undelivered  
No Service  
No Mailbox  
No Service  
No Mailbox  
No Service



02 1R  
0002004339  
MAILED FROM ZIP

NIXIE 918 7E 1 0007/21/15

RETURN TO SENDER  
ATTEMPTED - NOT KNOWN  
UNABLE TO FORWARD

9250202205  
92225145857  
BC: 92502220505 \*2804-01680-16-39