

FORM APPROVED COUNTY COUNSEL
 BY: *GREGORY P. PRIAMOS* 8/19/15
 DATE

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

292A



SUBMITTAL DATE:

AUG 19 2015

FROM: Don Kent, Treasurer-Tax Collector

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 199, Item 354. Last assessed to: Jorge Garcia and Analia Garcia, husband and wife as joint tenants. District 5 [\$2,332] Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Kim Ann Hudson for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 666070015-7;
- (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 February 4, 2014 public auction sale. The deed conveying title to the purchasers at the auction was recorded March 21, 2014. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on April 22, 2014 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	\$ 2,332	\$ 0	\$ 2,332	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale				Budget Adjustment: N/A	
				For Fiscal Year: 15/16	

C.E.O. RECOMMENDATION:

APPROVE

BY: *Samuel Wong 9/14/15*
 Samuel Wong

County Executive Office Signature

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: *Cecilia Del*
 Deputy

Prev. Agn. Ref.:

District: 5

Agenda Number:

9-64

- 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. 199, Item 354. Last assessed to: Jorge Garcia and Analia Garcia, husband and wife as joint tenants. District 5 [\$2,332] Fund 65595 Excess Proceeds from Tax Sale.

DATE: AUG 19 2015

PAGE: Page 2 of 2

RECOMMENDED MOTION:

2. Deny the claim from Arash Khakshooy, Esq for Newport Capital Recovery Group II, LLC;
3. Deny the claim from Jacqueline D. Foster, attorney for Country Park Villas Homeowners Association;
4. Authorize and direct the Auditor-Controller to issue a warrant to Kim Ann Hudson in the amount of \$2,332.21, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

BACKGROUND:

Summary (continued)

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

1. Claim from Kim Ann Hudson based on a Short Form Deed of Trust and Assignment of Rents recorded December 5, 2006 as Instrument No. 2006-0889942 and the death certificate for Frank James Hudson.
2. Claim from Arash Khakshooy, Esq, for Newport Capital Recovery Group II, LLC, based on an Abstract of Judgment recorded December 3, 2009 as Instrument No. 2009-0622364.
3. Claim from Jacqueline D. Foster, attorney for Country Park Villas Homeowners Association based on an Abstract of Judgement recorded June 24, 2010 as Instrument No. 2010-0291846.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Kim Ann Hudson be awarded excess proceeds in the amount of \$2,332.21. The claims from Arash Khakshooy, Esq, for Newport Capital Recovery Group II, LLC and Jacqueline D. Foster, attorney for Country Park Villas Homeowners Association be denied since the liens filed are not associated with our last assessee. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

Impact on Citizens and Businesses

Excess proceeds are being released to the deed of trust holder of the property.

ATTACHMENTS (if needed, in this order):

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

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 199 Item 354 Assessment No.: 666070015-7

Assessee: GARCIA, JORGE & ANALIA

Situs: 64580 16TH AVE NORTH PALM SPRINGS 92258

Date Sold: February 4, 2014

Date Deed to Purchaser Recorded: March 21, 2014

Final Date to Submit Claim: March 23, 2015

RECEIVED
2014 OCT 30 AM 8:24
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 51,200.- 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. 2006-0889442 recorded on 12-5-06. A copy of this document is attached hereto. 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.

→ # 51,200.- still due and payable

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 27TH day of OCTOBER, 2014 at Riverside, California
County, State

Kim Ann Hudson
Signature of Claimant

Signature of Claimant

Kim Ann Hudson
Print Name

Print Name

66727 SAN FELIPE ROAD
Street Address

Street Address

DESERT HOT SPRINGS, CA. 92240
City, State, Zip

City, State, Zip

(702) 376-8558
Phone Number

Phone Number

(702) 376-8558

3579746-22

DOC # 2006-0889942

12/05/2006 08:00A Fee:25.00

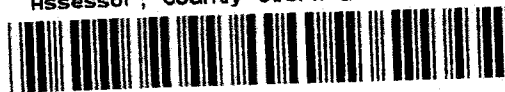
Page 1 of 4

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



RECORDING REQUESTED BY:

The Escrow Connection

AND WHEN RECORDED MAIL TO:

Frank Hudson & Kim Ann Hudson
9928 San Felipe Road
Desert Hot Springs, CA 92240

Order No.

Escrow No. 35557-MN

Parcel No. 666-070-015-7

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
									033

25

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made this 17 October 2006, between

TRUSTOR: Jorge Garcia and Analia Garcia, husband and wife as Joint Tenants

whose address is P. O. Box 1042 Desert Hot Springs, CA 92240, and

TRUSTEE: The Escrow Connection, a California Corporation, and

BENEFICIARY: FRANK HUDSON, AN UNMARRIED MAN AND KIM ANN HUDSON, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, AS JOINT TENANTS



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

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SAN BERNARDINO BASE AND MERIDIAN; COMPLETE LEGAL DESCRIPTION TO FOLLOW IN PRELIMINARY TITLE REPORT ISSUED BY NORTH AMERICAN TITLE COMPANY.

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 if the Trustor or his successors in interest shall sell, convey or alienate the property described herein, or any part thereof, or any interest herein, any indebtedness of obligation secured hereby shall immediately become due and payable at the option of the holder hereof.

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 \$50,000.00 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:

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
Calaveras	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	4626	572	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
Humbolt	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 Trustors

Jorge Garcia
 Jorge Garcia

Analilia Garcia
 Analilia Garcia

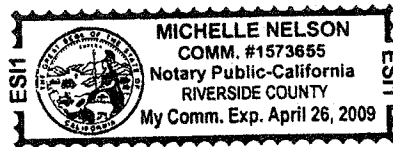
Document Date: October 17, 2006

STATE OF CALIFORNIA }
 } S.S.
 COUNTY OF Riverside }

On 10-25-06, before me, Michelle Nelson, Notary Public, personally appeared Jorge Garcia and Analilia Garcia, 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]

This area for official notarial 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 therefore; 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 encumbrances, 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 encumbrance, 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 of 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 in 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, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledges, 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.

-----DO NOT RECORD-----
REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

To: , Trustee

Date: _____

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)**

AS TRUSTEE

NOTE SECURED BY DEED OF TRUST

INSTALLMENT NOTE - INTEREST INCLUDED

\$50,000.00

PALM SPRINGS, CALIFORNIA

October 17, 2006

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

FRANK HUDSON, AN UNMARRIED MAN AND KIM ANN HUDSON, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, AS JOINT TENANTS

or order, at **Palm Springs**, California, or place designated by the holder(s) hereof, the principal sum of **FIFTY THOUSAND AND NO/100 Dollars (\$50,000.00)**, at the rate of **8.50** per annum, interest commencing on December 5, 2006; payable in monthly **PRINCIPAL AND INTEREST** installments of **ONE THOUSAND AND NO/100---(\$1,000.00)**, or more, beginning January 5, 2006 and continuing until April 5, 2013, at which time all unpaid principal and accrued interest shall become immediately due and payable.

This note is subject to Section 2966 of the Civil Code, which provides that the holder of this note shall give written notice to the trustor, or his successor in interest, of prescribed information at least 90 and not more than 150 days before any balloon payment is due.

The Deed of Trust securing this note contains the following: "If the Trustor or his successors in interest shall sell, convey or alienate the property described herein, or any part thereof, or an interest herein, any indebtedness of obligation secured hereby shall immediately due and payable at the option of the holder hereof."

The privilege is reserved of paying the whole or any part of the Note at any time prior to maturity and without penalty.

In the event any payment is not paid within **TEN (10)** days of the due date, Trustor shall pay to Beneficiary a **LATE CHARGE** of **\$30.00** in addition to each payment due and unpaid.

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 State 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 The Escrow Connection, a California Corporation as Trustee, affecting the property located at: 64580 16th Avenue, North Palm Springs, CA 92258.

Jorge Garcia
Jorge Garcia

Analia Garcia
Analia Garcia

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.

PAYMENT SHEET for
Jorge and Analia Garcia

HOUSE PAYMENTS

1/6/07 1000 -
 2/5/07 1000 -
 3/5/07 1000 -
 4/13/07 1000 - REC 7000 -
 5/11/07 1000 -
 6/07/07 1000 -
 7/25/07 1000 -
 DEC. 10, 07 1000 - AUG. PAY
 FEB 13, 08 1000 - SEPT. PAY
 APR. 2, 08 1000 - OCT. PAY
 APR 28, 08 1000 - NOV. PAY
 JUNE 5, 08 1000 - DEC PAY
 AUG. 4, 08 1000 - CK JAN. PAY
 SEPT. 11, 08 1000 - FEB PAY
 OCT. 12, 08 1000 - CK MAR. PAY
 JUNE 8, 09 1000 - CK APR. PAY
 JULY 9, 09 1000 - CHECK MAY PAY
 SEPT 19, 09 1000 - CASH JUNE PAY
 Dec. 14, 09 1000 - CASH JULY PAY
 JAN 26, 10 1000 - CK. AUG. PAY
 MARCH 23, 10 \$1000 - CK - Sept Pymt
 June 17, 10 \$1,000 - cash - OCT Pymt 09
 Aug. 6, 2010 \$800 - cash
 Oct 8, 2010 \$1,000 - cash
 FEB 3, 2011 \$1000 - cash

REC - 9000
6/9/09



8,800

* \$24,800
Paid
as of 2/3/11

** No Payments Made
after 2/3/11

* 27 months behind
as of 2/3/11

- \$50,000. Original loan
 If paid in full
 total amount of payments
 would be ~~76,000~~ \$76,000
 total payments made
 \$24,800. -

total amount due **
~~76,000~~
 \$51,200 (without late charges)

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:

Kim Ann Hudson
 66727 San Felipe Rd.
 Desert Hot Springs, CA 92240

July 7, 2015

Kim Ann Hudson
 66727 San Felipe Rd.
 Desert Hot Springs, CA 92240

Re: APN: 666070015-7
 TC 199 Item 354
 Date of Sale: February 4, 2017

2. Article Number

(Transfer from service label)

EP 199-354 7000 0520 0021 1514 9830

PS Form 3811, July 2013

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Kim Ann Hudson Agent
 Addressee

B. Received by (Printed Name)

Date of Delivery

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

3. Service Type

- Certified Mail® Priority Mail Express™
- Registered Return Receipt for Merchandise
- Insured Mail Collect on Delivery

4. Restricted Delivery? (Extra Fee)

Yes

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.

- ___ Notarized Affidavit for Collection of Personal Property under California Probate Code 13100
- ___ Notarized Statement of different/misspelled
- ___ Notarized Statement Giving Authorization to claim on behalf of
- Original Certified Death Certificate for Frank Hudson.**
- ___ Copy of Birth Certificates for

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

July 9, 2015

To Whom This May Concern:

Here is the break down of money owed as of 2/4/14.

- Payments made from January 2007 - February 2011

\$24,800

- The loan was for \$50,000 + 8.5% interest

- The total if paid in full and on time would have been

\$76,000

payments were to end April 5, 2013.

- No payments had been received after February 3, 2011.

- Total amount still owed as of February 4, 2014 including interest is \$64,200*.

If you need any
additional information
please feel free to
contact me -

Sincerely, July 9, 2015

Kim Ann Hudson

66727 San Felipe Road
Desert Hot Springs, CA

92240
(702) 376-8558

Please do send back the
original Death Certificate
for my father Frank Hudson
to the address above.

Thank you

NOTE SECURED BY DEED OF TRUST**INSTALLMENT NOTE - INTEREST INCLUDED****\$50,000.00****PALM SPRINGS, CALIFORNIA**

October 17, 2006

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

FRANK HUDSON, AN UNMARRIED MAN AND KIM ANN HUDSON, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, AS JOINT TENANTS

or order, at Palm Springs, California, or place designated by the holder(s) hereof, the principal sum of **FIFTY THOUSAND AND NO/100 Dollars (\$50,000.00)**, at the rate of **8.50** per annum, interest commencing on December 5, 2006; payable in monthly **PRINCIPAL AND INTEREST** installments of **ONE THOUSAND AND NO/100---(\$1,000.00)**, or more, beginning January 5, 2006 and continuing until April 5, 2013, at which time all unpaid principal and accrued interest shall become immediately due and payable.

This note is subject to Section 2966 of the Civil Code, which provides that the holder of this note shall give written notice to the trustor, or his successor in interest, of prescribed information at least 90 and not more than 150 days before any balloon payment is due.

The Deed of Trust securing this note contains the following: "If the Trustor or his successors in interest shall sell, convey or alienate the property described herein, or any part thereof, or an interest herein, any indebtedness of obligation secured hereby shall immediately due and payable at the option of the holder hereof."

The privilege is reserved of paying the whole or any part of the Note at any time prior to maturity and without penalty.

In the event any payment is not paid within **TEN (10)** days of the due date, Trustor shall pay to Beneficiary a **LATE CHARGE** of **\$30.00** in addition to each payment due and unpaid.

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 State 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 The Escrow Connection, a California Corporation as Trustee, affecting the property located at: 64580 16th Avenue, North Palm Springs, CA 92258.

Jorge Garcia
Jorge Garcia

Analia Garcia
Analia Garcia

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.

STATE OF CALIFORNIA
CERTIFICATION OF VITAL RECORD

COUNTY OF RIVERSIDE
RIVERSIDE, CALIFORNIA

CERTIFICATE OF DEATH

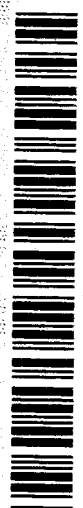
3201033004368

STATE FILE NUMBER		LOCAL REGISTRATION NUMBER	
1. NAME OF DECEDENT - FIRST (Given) FRANK		3. LAST FAMILY HUDSON	
2. MIDDLE JAMES		4. DATE OF BIRTH mm/dd/ccyy 11/16/1932	
5. AGE Yrs. 77		6. SEX M	
7. DATE OF DEATH mm/dd/ccyy 04/25/2010		8. HOUR (24 hours) 0600	
9. BIRTH STATE/FOREIGN COUNTRY TENNESSEE		10. MARITAL STATUS (at time of death) DIVORCED	
11. EDUCATION - Highest Level (Degree) (see worksheet on back) HS GRADUATE		12. DECEDENT'S RACE - (Up to 3 races may be listed (see worksheet on back)) WHITE	
13. USUAL OCCUPATION - Type of work for most of life. DO NOT USE RETIRED INSURANCE SALESMAN		14. YEARS IN OCCUPATION 35	
15. USUAL RESIDENCE (Street and number, or location) 9928 SAN FELIPE ROAD		16. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.) AUTOMOBILE CLUB	
17. CITY DESERT HOT SPRINGS		18. COUNTY/PROVINCE RIVERSIDE	
19. ZIP CODE 92240		20. YEARS IN COUNTY 4	
21. STATE/FOREIGN COUNTRY CALIFORNIA		22. INFORMANT'S NAME, RELATIONSHIP KIM HUDSON, DAUGHTER	
23. INFORMANT'S MAILING ADDRESS (Street and number, or rural route number, city or town, state and zip) 66727 SAN FELIPE ROAD, DESERT HOT SPRINGS, CA 92240		24. NAME OF SURVIVING SPOUSE/SPOOP - FIRST -	
25. MIDDLE -		26. LAST (BIRTH NAME) -	
27. NAME OF FATHER/PARENT - FIRST GARLAND		28. MIDDLE -	
29. LAST HUDSON		30. BIRTH STATE TENNESSEE	
31. NAME OF MOTHER/PARENT - FIRST MARY		32. MIDDLE -	
33. LAST HUTCHISON		34. BIRTH STATE TENNESSEE	
35. DISPOSITION DATE mm/dd/ccyy 04/29/2010		36. PLACE OF FINAL DISPOSITION RESIDENCE OF KIM HUDSON 66727 SAN FELIPE ROAD, DESERT HOT SPRINGS, CA 92240	
37. TYPE OF DISPOSITION(S) CR/RES		38. SIGNATURE OF EMBALMER NOT EMBALMED	
39. NAME OF FUNERAL ESTABLISHMENT ROSE MORTUARY		40. LICENSE NUMBER FD 1568	
41. SIGNATURE OF LOCAL REGISTRAR ERIC K. FRYKMAN, M.D.		42. DATE mm/dd/ccyy 04/28/2010	
101. PLACE OF DEATH DAUGHTER'S RESIDENCE		102. IF HOSPITAL, SPECIFY ONE <input type="checkbox"/> P <input type="checkbox"/> ER/OP <input type="checkbox"/> OOA <input type="checkbox"/> Hospice <input type="checkbox"/> Nursing Home/UTC <input checked="" type="checkbox"/> Decedent's Home <input type="checkbox"/> Other	
103. CITY RIVERSIDE		104. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number, or location) 66727 SAN FELIPE ROAD	
105. CITY DESERT HOT SPRINGS		106. CAUSE OF DEATH Enter the chain of events -- diseases, injuries, or complications -- that directly caused death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. → METASTATIC COLON CANCER	
107. IMMEDIATE CAUSE (Final disease or condition resulting in death) → METASTATIC COLON CANCER		108. DEATH REPORTED TO CORONER (AT) YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
109. SECONDARY CAUSE (Disease or injury that initiated the events resulting in death) LAST NONE		109. BIOPSY PERFORMED? (BT) YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
110. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107 NONE		110. AUTOPSY PERFORMED? (CT) YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
111. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 110? (If yes, list type of operation and date.) NO		111. USED IN DETERMINING CAUSE? (DT) YES <input type="checkbox"/> NO <input type="checkbox"/>	
112. SIGNATURE AND TITLE OF CERTIFIER JOHN PREKEZES, MD		113. LICENSE NUMBER VS	
113. DATE mm/dd/ccyy 04/28/2010		114. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE JOHN PREKEZES, MD 40075 BOB HOPE DRIVE, RANCHO MIRAGE, CA 92270	
115. MANNER OF DEATH <input type="checkbox"/> Nature <input type="checkbox"/> Accident <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input type="checkbox"/> Pending <input type="checkbox"/> Investigation <input type="checkbox"/> Could not be determined		116. INJURED AT WORK? YES <input type="checkbox"/> NO <input type="checkbox"/> UNK <input type="checkbox"/>	
117. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)		118. INJURY DATE mm/dd/ccyy	
119. DATE mm/dd/ccyy		119. HOUR (24 hours)	
120. SIGNATURE OF CORONER / DEPUTY CORONER		121. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER	
122. STATE REGISTRAR		123. FAX AUTH.#	
124. CENSUS TRACT		125. CENSUS TRACT	

2014-0216279
06/12/2014 12:35P
2 of 2



2014-0145340
04/22/2014 11:40A
2 of 2



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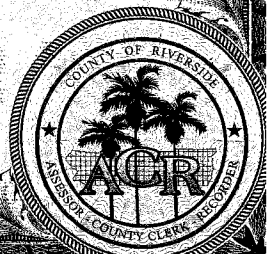
CERTIFIED COPY OF VITAL RECORDS
 STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

This is a true and exact reproduction of the document officially registered and placed on file in the office of the County of Riverside, Assessor-County Clerk-Recorder.

DATE ISSUED **MAR 05 2014**

This copy is not valid unless prepared on engraved border displaying date, seal and signature of the Assessor-County Clerk-Recorder.

Larry Ward
LARRY W. WARD
 ASSESSOR-COUNTY CLERK-RECORDER
 RIVERSIDE COUNTY, CALIFORNIA



ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 199 Item 354 Assessment No.: 666070015-7

Assessee: GARCIA, JORGE & ANALIA

Situs: 64580 16TH AVE NORTH PALM SPRINGS 92258

Date Sold: February 4, 2014

Date Deed to Purchaser Recorded: March 21, 2014

Final Date to Submit Claim: March 23, 2015

RECEIVED
2014 MAY 28 AM 11:13
RIVERSIDE COUNTY
TREASURER-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 16,669.66 from the sale of the above mentioned real property. I/We were the lienholder(s), property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2009-0622364 recorded on 12/03/2009. A copy of this document is attached hereto. 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.

- ① Attached copy of record Abstract of Judgment recorded on 12/03/2009
document # 2009-0622364
- ② Attached copy of Judgment entered October 30, 2009

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 22 day of May, 2014 at Los Angeles, California
County, State


Signature of Claimant

Arash Khakshooy Esq.
Print Name
8581 Santa Monica Blvd. #17
Street Address
Los Angeles, CA 90069
City, State, Zip
323-648-8017
Phone Number

Signature of Claimant

Print Name

Street A

City, St:

Phone I
KENOSIAN & MIELE, LLP
ARASH A. KHAKSHOY
ATTORNEY AT LAW
8581 SANTA MONICA BLVD.
SUITE 17
LOS ANGELES, CA 90069
TEL: (310) 289-0500
X317
FAX: (310) 289-5177
ARASH@PMGILLC.COM

DOC # 2009-0622364

12/03/2009 08:00A Fee:15.00

Page 1 of 3

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY AND MAIL TO:

(Name and mailing address, including city, state, and ZIP code, of requesting party)

KENNETH J. MIELE, BAR #165730
LAW OFFICES OF KENOSIAN & MIELE, LLP
8581 SANTA MONICA BLVD., #17
LOS ANGELES, CA 90069



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SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

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512

DOCUMENT TITLE

ABSTRACT OF JUDGMENT

ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT

OTHER (specify): _____

53048 -13X

NEWPORT CAPITAL RECOVERY GROUP II Vs.
ARAGONEZ

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

Recording requested by and return to:

LAW OFFICES OF KENOSIAN & MIELE, LLP
KENNETH J. MIELE, BAR #165730
8581 SANTA MONICA BLVD., #17
LOS ANGELES, CA 90069
PH: 310-289-0500 FX: 310-289-5177

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

STREET ADDRESS: 4050 MAIN STREET

MAILING ADDRESS: 4050 MAIN STREET

CITY AND ZIP CODE: RIVERSIDE, CA 92501

BRANCH NAME: RIVERSIDE LIMITED CIVIL

FOR RECORDER'S USE ONLY

PLAINTIFF: NEWPORT CAPITAL RECOVERY GROUP II, LLC, A LIMITED LIABILITY COMPANY
DEFENDANT: ERNIE ARAGONEZ; JORGE GARCIA aka JORGE ALVAREZ

CASE NUMBER:
RIC531295

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS Amended

FOR COURT USE ONLY

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

a. Judgment debtor's

Name and last known address

ERNIE ARAGONEZ; JORGE GARCIA aka JORGE ALVAREZ
2869 MARKET ST APT 3
RIVERSIDE, CA 92501

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

Unknown

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

Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): ERNIE ARAGONEZ; JORGE GARCIA aka JORGE ALVAREZ 2869 MARKET ST APT 3 RIVERSIDE, CA 92501

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

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

3. Judgment creditor (name and address):

NEWPORT CAPITAL RECOVERY GROUP II, LLC A LIMITED LIABILITY COMPANY
8581 Santa Monica Blvd., #17 Los Angeles, CA 90069

5. Original abstract recorded in this county:

a. Date:

b. Instrument No.:

Date: 11-16-09

KENNETH J. MIELE, ATTORNEY FOR NEWPORT CAPITAL RECOVERY GROUP II

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
\$ 15678.02

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

a. Amount: \$

b. In favor of (name and address):

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

8. a. Judgment entered on (date): 10-30-09

b. Renewal entered on (date):

9. This judgment is an installment judgment.

11. A stay of enforcement has

a. not been ordered by the court.

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

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

b. A certified copy of the judgment is attached.

Clerk, by [Signature], Deputy

[SEAL]



This abstract issued on (date):

NOV 30 2009

2009-0622364
12/03/2009 09:09:09
2 of 3

PLAINTIFF: NEWPORT CAPITAL RECOVERY GROUP II, LLC A LIMITED LIABILITY DEFENDANT: ERNIE ARAGONEZ; JORGE GARCIA aka JORGE ALVAREZ	CASE NUMBER: RIC531295
---	---------------------------

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT

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

15. Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address <input type="checkbox"/> <input type="checkbox"/> Driver's license no. [last 4 digits] and state: <input type="checkbox"/> Unknown Social security no. [last 4 digits]: <input type="checkbox"/> Unknown Summons was personally served at or mailed to (<i>address</i>):	17. Name and last known address <input type="checkbox"/> <input type="checkbox"/> Driver's license no. [last 4 digits] and state: <input type="checkbox"/> Unknown Social security no. [last 4 digits]: <input type="checkbox"/> Unknown Summons was personally served at or mailed to (<i>address</i>):
--	--

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

20. Continued on Attachment 20.



2009-0622364
 12/03/2009 08:00A
 3 of 3

FOR COURT USE ONLY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, bar number, and address):

KENNETH J. MIELE, BAR #165730

LAW OFFICES OF KENOSIAN & MIELE, LLP

8581 SANTA MONICA BLVD., #17

LOS ANGELES, CA 90069

TELEPHONE NO.: 310-289-0500

FAXNO. (Optional): 310-289-5177

E-MAIL ADDRESS (Optional):

ATTORNEY FOR (Name): NEWPORT CAPITAL RECOVERY GROUP II, LLC, A LIMITED

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

STREET ADDRESS: 4050 MAIN STREET

MAILING ADDRESS: 4050 MAIN STREET

CITY AND ZIP CODE: RIVERSIDE, CA 92501

BRANCH NAME: RIVERSIDE LIMITED CIVIL

PLAINTIFF: NEWPORT CAPITAL RECOVERY GROUP II, LLC

DEFENDANT: ARAGONEZ, et al.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

OCT 30 2009



CASE NUMBER:

RIC531295

JUDGMENT

By Clerk
 By Court

By Default
 On Stipulation

After Court Trial
 Defendant Did Not Appear at Trial

JUDGMENT

1. **BY DEFAULT**

- a. Defendant was properly served with a copy of the summons and complaint.
- b. Defendant failed to answer the complaint or appear and defend the action within the time allowed by law.
- c. Defendant's default was entered by the clerk upon plaintiff's application.
- d. **Clerk's Judgment** (Code Civ. Proc., § 585(a)). Defendant was sued only on a contract or judgment of a court of this state for the recovery of money.
- e. **Court Judgment** (Code Civ. Proc., § 585(b)). The court considered
 - (1) plaintiff's testimony and other evidence.
 - (2) plaintiff's written declaration (Code Civ. Proc., § 585(d)).

2. **ON STIPULATION**

- a. Plaintiff and defendant agreed (stipulated) that a judgment be entered in this case. The court approved the stipulated judgment and
- b. the signed written stipulation was filed in the case.
- c. the stipulation was stated in open court the stipulation was stated on the record.

3. **AFTER COURT TRIAL.** The jury was waived. The court considered the evidence.

- a. The case was tried on (date and time):
before (name of judicial officer):
- b. Appearances by:

<input type="checkbox"/> Plaintiff (name each):	<input type="checkbox"/> Plaintiff's attorney (name each):
(1)	(1)
(2)	(2)
<input type="checkbox"/> Continued on Attachment 3b.	
<input type="checkbox"/> Defendant (name each):	<input type="checkbox"/> Defendant's attorney (name each):
(1)	(1)
(2)	(2)
<input type="checkbox"/> Continued on Attachment 3b.	
- c. Defendant did not appear at trial. Defendant was properly served with notice of trial.
- d. A statement of decision (Code Civ. Proc., § 632) was not was requested.

PLAINTIFF: NEWPORT CAPITAL RECOVERY GROUP II, LLC	CASE NUMBER:
DEFENDANT: ARAGONEZ, et al.	RIC531295

JUDGMENT IS ENTERED AS FOLLOWS BY: THE COURT THE CLERK

4. **Stipulated Judgment.** Judgment is entered according to the stipulation of the parties.

5. **Parties.** Judgment is

a. for plaintiff (name each): NEWPORT CAPITAL RECOVERY GROUP II, LLC, A LIMITED

c. for cross-complainant (name each):

and against defendant (names):

and against cross-defendant (name each):

ERNIE ARAGONEZ; JORGE GARCIA aka JORGE ALVAREZ

Continued on Attachment 5a.

Continued on Attachment 5c.

b. for defendant (name each):

d. for cross-defendant (name each):

6. **Amount.**

a. Defendant named in item 5a above must pay plaintiff on the complaint:

c. Cross-defendant named in item 5c above must pay cross-complainant on the cross-complaint:

(1)	<input checked="" type="checkbox"/> Damages	\$	12483.70
(2)	<input checked="" type="checkbox"/> Prejudgment interest at the annual rate of 10 %	\$	2729.32
(3)	<input checked="" type="checkbox"/> Attorney fees	\$	
(4)	<input checked="" type="checkbox"/> Costs	\$	465.00
(5)	<input type="checkbox"/> Other (specify):	\$	
(6)	TOTAL	\$	15678.02

(1)	<input type="checkbox"/> Damages	\$	
(2)	<input type="checkbox"/> Prejudgment interest at the annual rate of %	\$	
(3)	<input type="checkbox"/> Attorney fees	\$	
(4)	<input type="checkbox"/> Costs	\$	
(5)	<input type="checkbox"/> Other (specify):	\$	
(6)	TOTAL	\$	

b. Plaintiff to receive nothing from defendant named in item 5b.
 Defendant named in item 5b to recover costs \$
 and attorney fees \$

d. Cross-complainant to receive nothing from cross-defendant named in item 5d.
 Cross-defendant named in item 5d to recover costs \$
 and attorney fees \$

7. Other (specify):

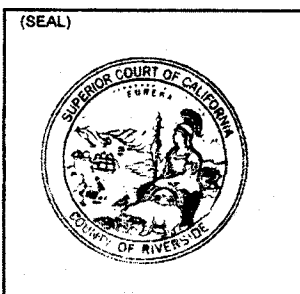
Date:

 JUDICIAL OFFICER

Date:

OCT 30 2009

Clerk, by _____, Deputy



CLERK'S CERTIFICATE (Optional)

I certify that this is a true copy of the original judgment on file in the court.

Date: OCT 30 2009

Clerk, by _____, Deputy

FIORE RACOBS & POWERS

A PROFESSIONAL LAW CORPORATION

ASSESSMENT COLLECTION DEPARTMENT

15635 ALTON PARKWAY, SUITE 200
IRVINE, CALIFORNIA 92618

TELEPHONE (949) 379-2229

FAX (949) 727-3311

HTTP://WWW.FIORELAW.COM

INLAND EMPIRE OFFICE

6820 INDIANA AVENUE, SUITE 140
RIVERSIDE, CALIFORNIA 92506-7202
(951) 369-6300
FAX (951) 369-6355

COACHELLA VALLEY OFFICE

74-130 COUNTRY CLUB DRIVE, SUITE 102
PALM DESERT, CALIFORNIA 92260
(760) 776-6511
FAX (760) 776-6517

NATHAN P. BETTENHAUSEN
DENNIS M. BURKE*
RICHARD S. FIORE*
JACQUELINE D. FOSTER
NICOLE M. HOFFMAN
JOHN R. MACDOWELL*
JESSE W. J. MALE
ERIN A. MALONEY*
JANET L.S. POWERS*
PETER E. RACOBS*
JOSEPH J. WANGLER
MARGARET G. WANGLER*
ROBERT T. WOLFE**
SHEBA S. YAQOOT

October 20, 2014

File No. 26645-34

RECEIVED
2014 OCT 23 PM 2:10
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR

*DENOTES SHAREHOLDER
**ALSO MEMBER OF WASHINGTON BAR

County Administrative Center-4th Floor
4080 Lemon Street, P.O. Box 12005
Riverside, CA 92502

Re: Country Park Villas Homeowners Association v. Garcia
Assessment No.: 666070015-7
Item: 354
Situs Address: 64580 16th Ave., North Palm Springs 92258
Assessee: Jorge and Analia Garcia
Case No: Los Angeles County Superior Court No. 09C00351

Subject: Claim for Excess Proceeds

Dear Ladies and Gentlemen:

This firm represents Country Park Villas Homeowners Association ("Association").

The following is in response to a Notice of Excess Proceeds from Sale of Tax Defaulted Property dated April 22, 2014.

Our client, Country Park Villas Homeowners Association, is a junior lien holder by virtue of its Judgment Lien recorded on June 24, 2010, as Instrument No. 2010-0291846. (A copy of the Association's Judgment Lien (Abstract) is enclosed herewith for your reference.)

Pursuant to Revenue and Taxation Code Section 4675, we hereby claim excess proceeds in the amount of \$13,063.31 for the outstanding sums owed to Country Park Villas Homeowners Association. The amounts due through November 20, 2014, are as set out below:

Judgment (4/27/10)	\$ 17,968.12
Interest on Judgment	<u>1,279.65</u>
Total Judgment	\$ 19,247.77
Post-Judgment Attorneys' Fees	3,661.46
Less Payments Received	<u>- 9,845.92</u>
Total Owing to Association	\$ 13,063.31

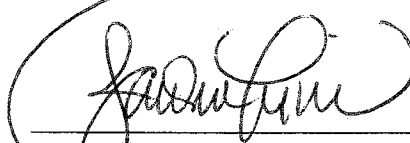
County Administrative Center-4th Floor
October 20, 2014
Page 2

Payment should be made payable to "Fiore, Racobs & Powers Trust Account" and delivered to this firm at the above address. The \$13,063.31 amount is the balance on this account provided payment is received by this office on or before November 20, 2014.

If you have any questions regarding the above, please do not hesitate to call.

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

Executed this ^{20th} day of October, 2014, at Irvine, California.



Jacqueline D. Foster

JDF:vkj
Enclosure: Abstract
cc: Board of Directors

DOC # 2010-0291846

06/24/2010 08:00A Fee:26.00

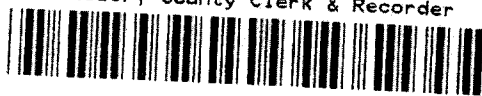
Page 1 of 3

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY

Fiore, Racobs & Powers

AND WHEN RECORDED MAIL TO:

Fiore, Racobs & Powers
A Professional Law Corporation
6820 Indiana Avenue, Ste. 140
Riverside, CA 92506

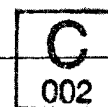
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ABSTRACT OF JUDGMENT

27



Title of Document

TRA: _____

DTT: _____

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Assessor, County Clerk & Recorder

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ABSTRACT OF JUDGMENT

Title of Document

TRA: _____

DTT: _____

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

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

Recording requested by and return to: Fiore, Racobs & Powers
Jacqueline A. Dao (SBN 259616)
Fiore, Racobs & Powers
A Professional Law Corporation
6820 Indiana Avenue, Suite 140
Riverside, CA 92506
(951) 342-7654

X ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
STREET ADDRESS: 350 W. Mission Blvd.
MAILING ADDRESS:
CITY AND ZIP CODE: Pomona, CA 91766
BRANCH NAME: Pomona Division

FOR RECORDER'S USE ONLY

PLAINTIFF: Country Park Villas Homeowners Association
DEFENDANT: Jorge A. Garcia and Yolanda Garcia

CASE NUMBER:
09C00351

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS Amended

FOR COURT USE ONLY

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

a. Judgment debtor's

Name and last known address

Jorge A. Garcia
1129 Clorinda Drive
Walnut, CA 91789

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

Unknown

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

Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): Jorge A. Garcia
1129 Clorinda Drive
Walnut, CA 91789

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

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

3. Judgment creditor (name and address):

Country Park Villas Homeowners Association, a California nonprofit mutual benefit corporation, c/o Fiore, Racobs & Powers, 6820 Indiana Avenue,

5. Original abstract recorded in this county:

a. Date:

b. Instrument No.:

Date: June 8, 2010

Suite 140, Riverside, CA 92506

Jacqueline A. Dao

(TYPE OR PRINT NAME)


(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
\$ 15,498.85

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

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

a. Amount: \$

8. a. Judgment entered on (date): April 27, 2010

b. In favor of (name and address):

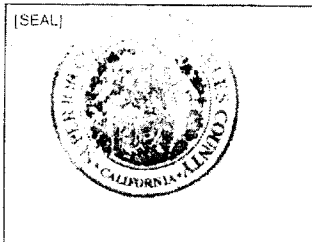
b. Renewal entered on (date):

9. This judgment is an installment judgment.

11. A stay of enforcement has

a. not been ordered by the court.

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



JOHN A. CLARKE, CLERK

This abstract issued on (date):

JUN 18 2010

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

b. A certified copy of the judgment is attached.

Clerk, by  JOHN A. CLARKE, Deputy

PLAINTIFF: Country Park Villas Homeowners Association	CASE NUMBER:
DEFENDANT: Jorge A. Garcia and Yolanda Garcia	09C00351

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (*name and address*):
14. Judgment creditor (*name and address*):
15. Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

<p>16. Name and last known address</p> <p>Yolanda Garcia 1129 Clorinda Drive Walnut, CA 91789</p> <p>Driver's license no. [last 4 digits] and state: <input checked="" type="checkbox"/> Unknown</p> <p>Social security no. [last 4 digits]: <input checked="" type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (<i>address</i>):</p> <p>Yolanda Garcia 1129 Clorinda Drive Walnut, CA 91789</p>	<p>17. Name and last known address</p> <p>Driver's license no. [last 4 digits] and state: <input type="checkbox"/> Unknown</p> <p>Social security no. [last 4 digits]: <input type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (<i>address</i>):</p>
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<p>18. Name and last known address</p> <p>Driver's license no. [last 4 digits] and state: <input type="checkbox"/> Unknown</p> <p>Social security no. [last 4 digits]: <input type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (<i>address</i>):</p>	<p>19. Name and last known address</p> <p>Driver's license no. [last 4 digits] and state: <input type="checkbox"/> Unknown</p> <p>Social security no. [last 4 digits]: <input type="checkbox"/> Unknown</p> <p>Summons was personally served at or mailed to (<i>address</i>):</p>
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20. Continued on Attachment 20.