# BY GREGORY P. PRIAMOS DATE

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

651A



FROM: Don Kent, Treasurer-Tax Collector

SUBMITTAL DATE:

**SUBJECT:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 196, Item 122. Last assessed to: Rosolio De Los Santos and Soledad De Los Santos, husband and wife. District 1 [\$42,318]. Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

 Approve the claim from Rosalio De Los Santos and Soledad De Los Santos, last assessees for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 319152013-1;

(continued on page two)

#### **BACKGROUND:**

**Summary** 

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the April 29, 2013 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 20, 2013. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 17, 2013 to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

Don Kent

Treasurer-Tax Collector

FINANCIAL DATA	Current	Fiscal Year:	Next Fiscal Year:	Total	Cost:	01	ngoing Cost:		CONSENT c. Office)
COST	\$	42,318	\$ 0	\$	42,318	\$	0		
NET COUNTY COST	\$	0	\$ 0	\$	0	\$	0	Consent	Policy 🔀
SOURCE OF FUN	ne. c.	INA GEENE I						<del></del>	~
SOURCE OF FUN	DJ. F	1110 00090 E	excess Proceeds to	om I	ax Sale		Budget Adjustn	nent: N/A	
	<b>DG.</b> FI	1110 00090 E	Excess Proceeds 11	om I	ax Sale		Budget Adjustn For Fiscal Year		

BY: Samuel Wong

**County Executive Office Signature** 

## MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Tavaglione, Washington, Benoit and Ashley

Nays:

None None

Absent: Date:

November 3, 2015

XC:

Treasurer

□ Prev. Agn. Ref.:

Change Order

4/5 Vote

District: 1

Agenda Number:

Deputy

Kecia Harper-Ihem

9-9

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

**FORM 11:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 196, Item 122. Last assessed to: Rosolio De Los Santos and Soledad De Los Santos, husband and wife. District 1 [\$42,318]. Fund 65595 Excess Proceeds from Tax Sale.

DATE: AUG 2 6 2015 PAGE: Page 2 of 2

#### RECOMMENDED MOTION:

2. Deny the claim from GS Mortgage;

3. Authorize and direct the Auditor-Controller to issue a warrant to Rosalio De Los Santos and Soledad De Los Santos in the amount of \$42,318.87, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

# BACKGROUND: Summary (continued)

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

- 1. Claim from Rosalio De Los Santos and Soledad De Los Santos based on a Grant Deed recorded April 27, 2011 as Instrument No. 2011-0184977.
- 2. Claim from GS Mortgage based on a Deed of Trust recorded April 27, 2011 as Instrument No. 2011-0184978.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Rosalio De Los Santos and Soledad De Los Santos be awarded excess proceeds in the amount of \$42,318.87. The claim from GS Mortgage be denied since at the time the claim was filed and at all relevant times since the corporation was FTB suspended which deprives it of all rights, privileges, and powers and it has no right or authority to file an administrative claim for the excess proceeds. 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 last assessees of the property.

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

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

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

To: Don Kent, Treasurer-Tax Collector	
Re: Claim for Excess Proceeds	
TC 196 Item 122 Assessment No.: 319152013-1	
Assessee: DELOSSANTOS, ROSOLIO & SOLEDAD	
Situs: 20742 RIDER ST PERRIS 92570	RECEI 2014 MAY 20 TREAS-TAX
Date Sold: April 29, 2013	W 20 PM
Date Deed to Purchaser Recorded: June 20, 2013	COLUMN THE
Final Date to Submit Claim: June 20, 2014	ECT IS
from the sale of the above mentione property owner(s) [check in one box] at the time Recorder's Document No. 2011 - DISUGIO recorded liwe are the rightful claimants by virtue of the attached hereto each item of documentation supporting the claim	
NOTE: YOUR CLAIM WILL NOT BE CONSIDERED U	INLESS THE DOCUMENTATION IS ATTACHED.
nave to sign the claim unless the claimant submits pro claimant may only receive his or her respective portion o I/We affirm under penalty of perjury that the foregoing is	true and correct.
Executed this 20 day of May , 20	Oly at Riverside, County County, State
Moulie de la seuf Signature of Claimant	Signature of Claimant
ROSALIO DE 105 SANTOS Print Name	Sole dad De Los Santos Print Name
1866 Decker R.D. Street Address	1861 DECKER.R.D. Street Address
DE PRIS . CA 92570 City, State, Zip	PERRIS . CA. 92570 City, State, Zip
751) 657-78-81 Phone Number	951) 657-78-81 Phone Number

# NATIONS TITLE COMPANY

3

RECORDING REQUESTED BY: **Golden State Mortgage** 

MAIL TAX STATEMENTS AND WHEN RECORDED MAIL TO: Golden State Mortgage 25060 Hancock Avenue Ste. B103 #161 Murrieta, CA 92562

04/27/2011 01:56P Fee:41.00 Page 1 of 3 Recorded in Official Records County of Riverside Larry W. Ward Assessor, County Clerk & Recorder

DOC # 2011-0184977



S	R	U	PAGE	SIZE	DA	МІ\$С	LONG	RFD	COPY
$\sqcap$			3				1		
M	Α	Ļ	465	426	PCOF(	NCOR	SMF	исно	EXAM
				<u></u>	Т:		СТҮ	2	<u>(</u>

Escrow No.: 11442-10 13296650KJ

2501011110 11112.10	1: CIY ONCE
APN: 319-152-013-1 TRA: 098-110	CRANT DEED
	GRANT DEED 41 7
	ex 11 013
THE UNDERSIGNED GRANTOR(S) DECLARE(S):	DOCUMENTARY TRANSFER TAX IS \$
	Computed on full value of property conveyed, or  Computed on full value less liens and encumbrances remaining at time of sale.
	Unincorporated area City of Perris
For valuable consideration, receipt of which	ch is hereby acknowledged,
Rosolio De Los Santos, a single man	
Here by grants to:	
Rosolio De Los Santos and Soledad De L	os Santos, husband and wife as joint tenants
the real property situated in the County of described as follows:	Riverside, State of California, more particularly
See Exhibit "A"	
APN: 319-152-013	
	1
Dated:April 1, 2010	Mander let
DatedApril 1, 2010	Rosolio De Los Santos
	-Spiedad De Los Santos

STATE OF CALIFORNIA ) SS.
COUNTY OFRiverside
On <u>April 1, 2010</u> before me, <u>Jennifer Hane Sevelino</u> , Notary Public, personally appeared <u>ROSOLO DE LOS SONTAS</u>
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and
WITNESS my hand and official sealo
SAN BERNARDINO COUNTY O  COMM. EXPIRES MARCH 11, 2011
Signature // / / / / / / / / / / / / / / / / /

•

# Exhibit "A"

All that certain real property situated in the County of RIVERSIDE, State of California, described as follows:

LOT 300 OF UPTON ACRES TRACT NO. 4, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP OF SAID TRACT ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 14 OF MAPS, PAGE 69 THEREOF, RECORDS IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

Assessor Parcel No.(s).:

319-152-013-1

MINW RECOPDING REQUESTED BY: G S Mortgage Inc., AND WHEN RECORDED MAIL TO: G S Mortgage Inc., 24910 Las Brisas Ste. 108 Murrieta, Ca 92562 Order No.: 1329665-JYJ Escrow No.: 11125-04 APN: 319-152-013 SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE WHEREAS, \_\_\_Rosalio De Los Santos\_\_\_\_\_ was the original Trustor, \_United Title Company, a California Corporation Melgar\_\_\_\_\_ was the original beneficiary under that certain Deed of Trust dated \_\_April 30\_\_,2007\_\_ and recorded on \_\_\_November 13\_\_\_, \_2007\_\_\_\_ as Instrument No. \_\_2007-0685683\_\_\_\_\_ of Official Records of \_\_\_\_Riverside\_\_\_\_\_ County, California, describing land therein as:

SEE EXHIBIT "A"

before me, \_

MUGGE

place of \_\_\_\_ UNITED TITLE COMPANY

Dated: \_October 6, 2009

STATE OF CALIFORNIA MARYLAND COUNTY OF <u>Baltimor</u> aty

DOC # 2011-0184976 04/27/2011 01:56P Fee:42.00 Page 1 of 3 Recorded in Official Records County of Riverside Larry W. Ward County Clerk & Recorder LONG FXAM 465 was the original Trustee, and Nohemy WHEREAS, the undersigned Beneficiary desires to substitute a new Trustee under said deed of trust in NOW THEREFORE, the undersigned hereby substitute(s) itself/himself/herself/themselves as Trustee under said Deed of Trust and does hereby RECONVEY, without warranty, to the person or persons legally entitled thereto, the estate now held by it thereunder. Rouls Jimena Portillo \_\_\_\_, Notary Public, personally

Nohemy appeared who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that at correct

WITNESS my hand and official seal.

on Oct 27, 2009

Signature



# Exhibit "A"

All that certain real property situated in the County of RIVERSIDE, State of California, described as follows:

LOT 300 OF UPTON ACRES TRACT NO. 4, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP OF SAID TRACT ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 14 OF MAPS, PAGE 69 THEREOF, RECORDS IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

Assessor Parcel No.(s).:

319-152-013-1

# **CERTIFICATION**

Pursuant to the provisions of Government Code 27361.7, I certify under the penalty of perjury that the following is a true copy of illegible wording found in the attached documents:

(Print or type the page number(s) and wording below):

	that the foregoing
	that the foregoing paragraph
. '	
	A Committee of the comm
ΓE:	4-19-11
	URE:



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

Don Kent, Treasurer-Tax Collector To: **Claim for Excess Proceeds** Re: TC 196 Item 122 Assessment No.: 319152013-1 Assessee: DELOSSANTOS, ROSOLIO & SOLEDAD Situs: 20742 RIDER ST PERRIS 92570 Date Sold: April 29, 2013 Date Deed to Purchaser Recorded: June 20, 2013 Final Date to Submit Claim: June 20, 2014 I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 42,318.87 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. <u>201-0184978</u>; recorded on <u>4-27-2011</u>. 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 34th day of 58pT. 20 /3 at SCO 8-21 (1-99)

NTNW Recording Requested By DOC # 2011-0184978 04/27/2011 01:56P Fee:36.00 Golden State Mortgage Recorded in Official Records Page 1 of 7 NATIONS TITLE COMPANY 4 County of Riverside When Recorded Mail To Larry W. Ward Assessor, County Clerk & Recorder Golden State Mortgage 25060 Hancock Avenue Ste. B103 #161 Murrieta CA 92562 PAGE Title Order No. SIZE DA MISC LONG RFD 1329665-JKI М A ı 465 426 PCOR NCOR SMF NCHG FYAN T: CTY UNI **DEED OF TRUST** 

RECORDER: HNDEX FOR SPECIAL NOTICE

Loan No. 11442-10

This Deed of Trust, made this 26th day of March 2010, among the Trustor, Rosolio De Los Santos and Soledad De Los Santos, husband and wife as joint tenants (herein "Borrower"), Pacific Rim Trust Deed Services (herein "Trustee"), and the Beneficiary,

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

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, transfer, conveys and assigns to Trustee, in trust, with power if sale, the following described property located in the county of Riverside, State of California: See Exhibit "A", which has the property address of 20742 Rider Street, Perris, Ca (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, and water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a

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

(a) the repayment of the indebtedness evidenced by Borrower's note (herein "Note") dated 03/26/2010, in the principal sum of U.S. \$109,000.00, with payment of interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; the performance of the covenants and agreements of Borrower herein contained; and (b) repayment of any future advances, with interest thereon, made to the Borrower by Lender pursuant to paragraph 19 hereof (herein "Future Advances"); and in addition (c) this Deed of Trust shall provide the same security on behalf of the Lender, to cover extensions, modifications or renewals, including without limitation, extensions, modifications or renewals of the Note at a different rate of interest; and the performance of the covenants and agreements of Borrower herein contained.

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

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

- 1. Payments of Principal and/or Interest. Borrower shall promptly pay, when due, the principal of and/or interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and/or interest on any
- 2. Funds for Taxes and Insurance (Impounds). Subject to applicable law, and if required by the Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, 11442-10/Rosolio De Los Santos

if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such an agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under Paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, if applicable, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.
- 4. Prior Mortgages and Deeds of Trust; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid, at least 10 days before delinquency, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.
- 5. Hazard Insurance. Borrower agrees to provide, maintain and deliver to Lender fire insurance satisfactory and with loss payable to Lender. The amount collected under any fire or other insurance policy may be applied by Lender upon any indebtedness secured hereby and in such order as Lender may determine, or at option of Lender the entire amount so collected or any part thereof may be released to the Borrower. Such application or release shall not cure or waive any Default or Notice of Default hereunder or invalidate any act done pursuant to such notice.

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

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

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

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

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

Applied Business Software, Inc. (800) 833-3343 Deed of Trust 11442-10/Rosolio De Los Sentos Page 2 of 5 condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects Lender's interest in the Property, including but not limited to proceedings by the Lender to obtain relief from stay in any bankruptcy proceeding which would prohibit Lender enforcing its rights under the Deed of Trust, then Lender, at Lender's option, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, including but not limited to payment of delinquent taxes and assessments, insurance premiums due, and delinquent amounts owed to prior lien holders, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts as are disbursed by Lender shall be payable, upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable on the Note. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

- 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.
- 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in conjunction with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.
- 10. Borrower Not Released. At any time or from time to time, without liability therefore and without notice upon written request of Lender and presentation of this Deed and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge thereof. Trustee may, but shall be under no obligation or duty to, appear in or defend any action or proceeding purporting to affect said property or the title thereto, or purporting to affect the security hereof or the rights or powers of Lender or Trustee.
- 11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.
- 12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 13. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18 hereof. All covenants and agreements of Borrower shall be joint and several.
- 14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower or the Property at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender, in care of Lender's Servicing Agent ("Agent"), Pacific Rim Trust Deed Services or to such other address as Lender or Agent may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 15. This Deed of Trust shall be governed by the Laws of the State of California. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not effect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust are declared to be severable.
- 16. Lender's Right to Require The Loan to be Paid Off Immediately. If the Borrower shall sell, enter into a contract of sale, lease for a term of more than 6-years (including options to renew), lease with an option to purchase for any term, or transfer all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) or a transfer by devise, descent, or by operation of law upon the death of a joint tenant, the Lender may, at its option declare the Note and any other obligations secured by this Deed of Trust, together with accrued interest thereon, immediately due and payable, in full. No waiver or the Lender's right to accelerate shall be effective unless it is in writing.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

Applied Business Software, Inc. (800) 833-3343 Clead of Trust 11442-10/Rosotio De Los Sentos Page 3 of 5

#### BORROWER AND LENDER FURTHER COVENANT AND AGREE AS FOLLOWS:

17. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, and without regard to the adequacy of any security for the indebtedness hereby secured, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by Agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

18. Upon default by Borrower in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Lender 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. Trustee shall be entitled to rely upon the correctness of such notice. Lender also shall deposit with Trustee this Deed, said Note and all documents evidencing expenditures secured hereby.

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

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

- 19. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such advances with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.
- 20. Reconveyance. Upon written request of Lender stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." The Trustee may destroy said Note, this Deed or Trust (and any other documents related thereto) upon the first to occur of the following: 5 years after issuance of a full reconveyance; or, recordation of the Note and Deed of Trust in a form or medium which permits their reproduction for 5 years following issuance of a full reconveyance.
- 21. Substitution of Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.
- 22. Request for Notices. Borrower requests that copies of the notice of sale and notice of default be sent to Borrower's address which is the Property Address.
- 23. Statement of Obligation. Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligations as provided by Section 2943 of the Civil Code of California.

#### MISCELLANEOUS PROVISIONS

- 24. Construction or Home Improvement Loan. If the loan secured by this Deed of Trust is a construction or home improvement loan, Borrower is required to perform according to the terms and conditions of each agreement contained in any building, home improvement or similar agreement between the Borrower and Lender.
- 25. Acceptance by Lender of a Partial Payment After Notice of Default. By accepting partial payment (payments which do not satisfy a default or delinquency in full) of any sums secured by this Deed of Trust after a Notice of Default has been recorded, or by accepting late performance of any obligation secured by this Deed of Trust, or by adding any payment so made to the loan secured by this Deed of Trust, whether or not such payments are made pursuant to a court order, the Lender does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to make any such prompt payment or to

Applied Business Software, Inc. (800) 833-3343

11442-10/Resolic De Los Sarios Page 4 of 5 perform any such act. No exercise of any right or remedy of the Lender or Trustee under this Deed of Trust shall constitute a waiver of any other right or remedy contained in this Deed of Trust or provided by law.

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

nd a copy of any notice of sale under deed of the official Records of County Recorder of	ust recorded in B	is hereby made by the undersigned Trustor ook, Page(s), Instru	ment No,
			and the original
eneficiary			
ail to:			
Proved Rosolio De Los Santos  ate of California  punty of El VEISIOLI	4-1-2 Date	HAS EXECUTED THIS DEED OF TRU  III) Lule of De Jool Borrower Soledad De Los San  Er Anne Severing a not	2/-/-/ atos Date
sorially appeared RCSO/10 No /	100 Com	ac and Soldon O	0/100 80-100
appeared /COULT //	W SUM	w and outline e	JUN SUNTER
ho proved to me on the basis of satisfactory ev		· · · · · · · · · · · · · · · · · · ·	<u></u>
d acknowledged to me that he/she/they execut gnature(s) on the instrument the person(s), or the	he entity upon be	half of which the person(s) acted, executed	the instrument.
	the laws of the S	tate of California that the foregoing paragra	ph is true and correct.
	the laws of the S	tate of California that the foregoing paragra  DENNIFER MINE COMM. # 17 COMM TO SAN BERNARDING SAN BERNARDING	sph is true and correct.  SEVERING S 30690 SCALFORMA D COUNTY O
ITNESS my hand and official seal.	the laws of the S	JENNIFER AINE OF CALIFORNIA that the foregoing paragra JENNIFER AINE OF COMM. #17 SAN BERNARDING COMM. EXPIRES MA	SEVERING SOCIED COUNTY OF ROM 11, 2011
TTNESS my hand and official seal.	hn	JENNIFER MINE COMM. # 17 SAN BERNARDING COMM. EXPIRES MA (Seal	SEVERING S 30690 S CALIFORNIA D COUNTY O ROM 11, 2011
The undersigned is the holder of the note debtedness secured by this Deed of Trust, is Deed of Trust, which are delivered hereby,	QUEST FOR FU  or notes secured have been paid and to reconvey	JENNIFER AINE COMM. # 17 NOTATY PUBLIC. SAN BERNARDING (Seal ULL RECONVEYANCE  d by this Deed of Trust. Said note or not in full. You are hereby directed to cand	SEVERINO 3 30690 S CALIFORMA D COUNTY O RCM 11, 2011 1 es, together with all other rel said note or notes and
The undersigned is the holder of the note debtedness secured by this Deed of Trust, is Deed of Trust, which are delivered hereby, rust to the person or persons legally entitled the	QUEST FOR FU  or notes secured have been paid and to reconvey	JENNIFER AINE COMM. # 17 NOTATY PUBLIC. SAN BERNARDING (Seal ULL RECONVEYANCE  d by this Deed of Trust. Said note or not in full. You are hereby directed to cand	SEVERINO 3 30690 S CALIFORMA D COUNTY O RCM 11, 2011 1 es, together with all other rel said note or notes and
The undersigned is the holder of the note debtedness secured by this Deed of Trust, is Deed of Trust, which are delivered hereby, rust to the person or persons legally entitled the gnature of Beneficiary (the "LENDER")	QUEST FOR FU or notes secure have been paid and to reconvey ereto.	JENNIFER MINE COMM. #17 NOTATY PUBLIC. SAM EXPIRES MA (Seal  JLL RECONVEYANCE  d by this Deed of Trust. Said note or not in full. You are hereby directed to cane , without warranty, all the estate now held	SEVERINO 2 30650 CALFORNA D COUNTY O RCH 11, 2011 es, together with all other rel said note or notes and by you under this Deed of
The undersigned is the holder of the note debtedness secured by this Deed of Trust, is Deed of Trust, which are delivered hereby, rust to the person or persons legally entitled the gnature of Beneficiary (the "LENDER")	QUEST FOR FU or notes secure have been paid and to reconvey ereto.	JENNIFER MINE COMM. #17 NOTATY PUBLIC. SAM EXPIRES MA (Seal  JLL RECONVEYANCE  d by this Deed of Trust. Said note or not in full. You are hereby directed to cane , without warranty, all the estate now held	SEVERINO 2 30650 CALFORNA D COUNTY O RCH 11, 2011 es, together with all other rel said note or notes and by you under this Deed of
The undersigned is the holder of the note debtedness secured by this Deed of Trust, is Deed of Trust, which are delivered hereby, rust to the person or persons legally entitled the gnature of Beneficiary (the "LENDER")	QUEST FOR FU or notes secure have been paid and to reconvey ereto.	JENNIFER MINE COMM. #17 NOTATY PUBLIC. SAM EXPIRES MA (Seal  JLL RECONVEYANCE  d by this Deed of Trust. Said note or not in full. You are hereby directed to cane , without warranty, all the estate now held	SEVERINO 2 30650 CALFORNA D COUNTY O RCH 11, 2011 es, together with all other rel said note or notes and by you under this Deed of
	QUEST FOR FU or notes secure have been paid and to reconvey ereto.	JENNIFER MINE COMM. #17 NOTATY PUBLIC. SAM EXPIRES MA (Seal  JLL RECONVEYANCE  d by this Deed of Trust. Said note or not in full. You are hereby directed to cane , without warranty, all the estate now held	SEVERINO 2 30650 CALFORNA D COUNTY O RCH 11, 2011 es, together with all other rel said note or notes and by you under this Deed of
The undersigned is the holder of the note debtedness secured by this Deed of Trust, is Deed of Trust, which are delivered hereby, ust to the person or persons legally entitled the mature of Beneficiary (the "LENDER")  then recorded, mail to	QUEST FOR FU or notes secure have been paid and to reconvey ereto.	JENNIFER MINE COMM. #17 NOTATY PUBLIC. SAM EXPIRES MA (Seal  JLL RECONVEYANCE  d by this Deed of Trust. Said note or not in full. You are hereby directed to cane , without warranty, all the estate now held	SEVERINO 30050 CALIFORNIA D COUNTY O ROH 17, 2011 -  es, together with all other rel said note or notes and by you under this Deed of  Date  11442-10/Rosolio De Los Santos
The undersigned is the holder of the note debtedness secured by this Deed of Trust, is Deed of Trust, which are delivered hereby, ust to the person or persons legally entitled the mature of Beneficiary (the "LENDER")  then recorded, mail to	QUEST FOR FU or notes secure have been paid and to reconvey ereto.	JENNIFER MINE COMM. #17 NOTATY PUBLIC. SAM EXPIRES MA (Seal  JLL RECONVEYANCE  d by this Deed of Trust. Said note or not in full. You are hereby directed to cane , without warranty, all the estate now held	SEVERINO 30050 CALIFORNIA D COUNTY O ROH 17, 2011 -  es, together with all other rel said note or notes and by you under this Deed of  Date  11442-10/Rosolio De Los Santos

# Lender Addendum G S Mortgage as to an undivided 100.00% interest

# Exhibit "A"

All that certain real property situated in the County of RIVERSIDE, State of California, described as follows:

LOT 300 OF UPTON ACRES TRACT NO. 4, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP OF SAID TRACT ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 14 OF MAPS, PAGE 69 THEREOF, RECORDS IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

Assessor Parcel No.(s).:

319-152-013-1

ITEM 122 APN 319152013-1 DELOSSANTOS

#### **STATEMENT**

There was a first trust deed on the property located at 20742 Rider Street, Perris, CA 92470, APN 319152013-1. The first trust deed was in the original amount of \$109,000.00, and I was the beneficiary.

The borrowers, Rosolio & Soledad, never made any payments on this first trust deed, and the remaining balance is \$109,000.00..

TOTAL PAYMENT MADE FROM 2011 TO PRESENT - NONE

Jeffrey E. Deis

September 30, 2014

State of California County of San Bernardino Subscribed and sworn to (or affirmed) before me on this 15 day of October 2014.

by Seffect Energy proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature (Seal)



# NOTE SECURED BY A DEED OF TRUST

1	agn	Nu	mhe	er 1	14	42	. 1	A

Date: Friday, March 26, 2010

Murrieta, California

## 20742 Rider Street Perris CA 92570

**Property Address** 

#### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$109,000.00 (this amount will be called "principal"), plus interest, to the order of See Lender Addendum (who will be called "Lender"). I understand that the Lender may transfer this Note. The Lender or anyone else who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder(s)."

#### 2. INTEREST

I will pay interest at a yearly rate as described in paragraph 3 below.

, and, if paragraph 3 reflects more than one interest rate during the loan Interest commences on May 27, 2011 term, the rate will change on the date which is one (1) calendar month before each Payment Start Date.

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

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

#### 3. PAYMENTS

My payments are ☑ Interest Only ☐ Fully Amortized ☐ Other I will make my payments each month as follows:

-	Number of	e de la companya de	Payme	int Start Det	Title Call	Raymonia.
	35				11.00%	\$999.17
1	33		May 27,		11.00%	109,999.17
1	· 1	Starting	June 27	, 2014	11,00,0	

I will make these payments until I have paid all of the principal and interest and any other charges that I may owe under this Note. (the Due Date) I still owe amounts under this Note (balloon balance), I will pay all those June 27, 2014 amounts, in full, on that date.

I will make my payments payable to Pacific Rim Trust Deed Services, 25060 Hancock Avenue Ste. B103 #161 Murrieta CA 92562, or at a different place if I am notified by the Note Holder or the Agent for the Note Holder.

#### 4. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge For Overdue Payments. If I do not pay the full amount of each monthly payment by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 10.000% of my overdue payment or U.S. \$5.00, whichever is more. I will pay this late charge only once on any late payment.

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

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

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

(C) Payment of Note Holder's Costs and Expenses. If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back for all its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees. A default upon any interest of any Note Holder shall be a default upon all interests.

# 5. BORROWER'S PAYMENTS BEFORE THEY ARE DUE - PREPAYMENT PENALTIES

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as "prepayment." If I pay all or part of the loan principal before it is due, whether such payment is made voluntarily or involuntarily, I agree to pay a prepayment penalty computed as follows: No prepayment penalty (you will not be charged a penalty to pay off or refinance the loan before maturity).

#### 6. BORROWER'S WAIVERS

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

#### 7. RESPONSIBILITIES OF PERSONS UNDER THIS NOTE

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

#### 8. THIS NOTE IS SECURED BY A DEED OF TRUST

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

Some of those conditions are described as follows:

"Lender's Right to Require The Loan to be Paid Off Immediately. If the borrower shall sell, enter into a contract of sale, lease for a term of more than 6-years (including options to renew), lease with an option to purchase for any term, or transfer all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) or a transfer by devise, descent, or by operation of law upon the death of a joint tenant, the Lender may, at its option declare the Note and any other obligations secured by this Deed of Trust, together with accrued interest thereon, immediately due and payable, in full. No waiver of the Lender's right to accelerate shall be effective unless it is in writing."

Monalie de L	Sus 4-1-2018	1. leal	10.10.4
Borrower Rosolio De Los S		Borrower	Soledad De Los Santos Date
	ASSIGNMENT OF N SECURED BY A DEED O		
Date:			
FOR VALUE RECEIVED, th	e undersigned hereby grants, assigns and transfers	ı to:	
all beneficial interest under the	e within Note, without recourse, and Deed of Trus	st securing same	

DO NOT DESTROY THIS NOTE: When paid it must be surrendered to the Trustee, together with the Deed of Trust securing same

11442-10/Rosollo De Las Santos

Page 2 of 2

for cancellation, before reconveyance will be made.

MIMW Recording Requested By Golden State Mortgage

## NATIONS TITLE COMPANY

When Recorded Mail To Golden State Mortgage 25060 Hancock Avenue Ste. B103 #161 Murrieta CA 92562

Title Order No. 1329665-JKJ DOC # 2011-0184978 04/27/2011 01:56P Fee:36.00

Page 1 of 7 Recorded in Official Records County of Riverside Larry W. Ward

County Clerk & Recorder

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

**DEED OF TRUST** 

RECORDER: PROBLEM FOR SPECIAL NOTICE

Loan No. 11442-10

This Deed of Trust, made this 26th day of March 2010, among the Trustor, Rosolio De Los Santos and Soledad De Los Santos, husband and wife as joint tenants (herein "Borrower"), Pacific Rim Trust Deed Services (herein "Trustee"), and the Beneficiary, See Lender Addendum (herein "Lender").

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

## **GRANT IN TRUST**

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, transfer, conveys and assigns to Trustee, in trust, with power if sale, the following described property located in the county of Riverside, State of California: See Exhibit "A", which has the property address of 20742 Rider Street, Perris, Ca (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, and water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

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

(a) the repayment of the indebtedness evidenced by Borrower's note (herein "Note") dated 03/26/2010, in the principal sum of U.S. \$109,000.00, with payment of interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; the performance of the covenants and agreements of Borrower herein contained; and (b) repayment of any future advances, with interest thereon, made to the Borrower by Lender pursuant to paragraph 19 hereof (herein "Future Advances"); and in addition (c) this Deed of Trust shall provide the same security on behalf of the Lender, to cover extensions, modifications or renewals, including without limitation, extensions, modifications or renewals of the Note at a different rate of interest; and the performance of the covenants and agreements of Borrower herein contained.

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

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

- 1. Payments of Principal and/or Interest. Borrower shall promptly pay, when due, the principal of and/or interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and/or interest on any Future Advances secured by the Deed of Trust.
- 2. Funds for Taxes and Insurance (Impounds). Subject to applicable law, and if required by the Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, Applied Business Software, Inc. (800) 833-3343 Deed of Trust Page 1 of 5

if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a

prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such an agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or

more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under Paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, if applicable, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any

Future Advances.

4. Prior Mortgages and Deeds of Trust; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid, at least 10 days before delinquency, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower agrees to provide, maintain and deliver to Lender fire insurance satisfactory and with loss payable to Lender. The amount collected under any fire or other insurance policy may be applied by Lender upon any indebtedness secured hereby and in such order as Lender may determine, or at option of Lender the entire amount so collected or any part thereof may be released to the Borrower. Such application or release shall not cure or waive any Default or Notice of Default hereunder or

invalidate any act done pursuant to such notice.

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

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

made promptly by Borrower.

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

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

all of the provisions of this paragraph 5. 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects Lender's interest in the Property, including but not limited to proceedings by the Lender to obtain relief from stay in any bankruptcy proceeding which would prohibit Lender enforcing its rights under the Deed of Trust, then Lender, at Lender's option, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, including but not limited to payment of delinquent taxes and assessments, insurance premiums due, and delinquent amounts owed to prior lien holders, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts as are disbursed by Lender shall be payable, upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable on the Note. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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

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

10. Borrower Not Released. At any time or from time to time, without liability therefore and without notice upon written request of Lender and presentation of this Deed and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge thereof. Trustee may, but shall be under no obligation or duty to, appear in or defend any action or proceeding purporting to affect said property or the title thereto, or purporting to affect the security hereof or the rights or powers of Lender or Trustee.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

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

13. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18 hereof. All covenants and agreements of Borrower shall be joint and several.

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

15. This Deed of Trust shall be governed by the Laws of the State of California. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not effect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust are declared to be severable.

16. Lender's Right to Require The Loan to be Paid Off Immediately. If the Borrower shall sell, enter into a contract of sale, lease for a term of more than 6-years (including options to renew), lease with an option to purchase for any term, or transfer all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) or a transfer by devise, descent, or by operation of law upon the death of a joint tenant, the Lender may, at its option declare the Note and any other obligations secured by this Deed of Trust, together with accrued interest thereon, immediately due and payable, in full. No waiver or the Lender's right to accelerate shall be effective unless it is in writing.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

# BORROWER AND LENDER FURTHER COVENANT AND AGREE AS FOLLOWS:

17. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, and without regard to the adequacy of any security for the indebtedness hereby secured, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by Agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

18. Upon default by Borrower in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Lender 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. Trustee shall be entitled to rely upon the correctness of such notice. Lender also shall deposit with Trustee this

Deed, said Note and all documents evidencing expenditures secured hereby.

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

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

entitled thereto.

19. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such advances with interest thereon, shall be secured by this Deed of

Trust when evidenced by promissory notes stating that said notes are secured hereby.

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

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

duties conferred upon the Trustee herein and by applicable law.

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

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

#### MISCELLANEOUS PROVISIONS

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

improvement or similar agreement between the Borrower and Lender.

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

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

In accordance with Section 2924b of the Civil Code	, Request is t	nereby made by the undersigned Truston	that a copy of any default
nd a copy of any notice of sale under deed of trust reco	rded in Book	County, California. The orig	inal Trustor
inclar records of County Recorder of			md the original Trustee
	<del> </del>		and the original
eneficiary			
ail to:			
IN WITNESS WHEDEOG ROL	DROWER H.	AS EXECUTED THIS DEED OF TRU	ST
in withess whereof, both	VICO A DIC 10	TO DALOCTED TITLE TO THE	
Marches of V	1-1-011	1////	2/-/-
flavour orsen	7-1-8116	Borrower Soledad De Los Sau	otos Date
prrowef Rosolio De Los Santos	Date	Rollower Spiedan De 508 241	1104
ate of California			
ounty of KIVEISIOU			·
sunty of CIVETOTOC	<u></u>		
n Aprill 2010 before me, Jes ersonally appeared ROSOLIO De LOS	nulle	Anna Coupring a not	ANI DULLIA
n Holl before me, Jo	MITTER	riffle of yeither a jos	alline Canton
ersonally appeared /COSOLIO De LOS	Somos	and soldood o	CUD SUMBE
·			
ho proved to me on the basis of satisfactory evidence	to be the per-	ion(s) whose name(s) is/are subscribed	to the within instrument
nd acknowledged to me that he/she/they executed the :	same in his/ho	er/their authorized cadacity(ics), but un	ar na mention mon
ignature(s) on the instrument the person(s), or the entit	tv unon hehal	f of which the person(s) acted, executed	the instrument.
graduate(o) on the most energy person (o), or the energy	., .,		
certify under PENALTY OF PERJURY under the law	us of the State	of California that the foregoing paragr	aph is true and correct.
beility midel I DIVADI I OF I DIGORT under the lav	75 OF GIO SHIP		•
/ITNESS my hand and official seal.		JENNIFER ANN	SEVERINO L
71119Eas hiy hand and Otherar sear.		COMM. #1	730690 \$
		SAN BERNARDIN	O COUNTY ()
	$\sim$	COMM. EXPIRES M	IANCH 11, 2011 -
gnature		(See	1)
REQUES	T FOR FUL	L RECONVEYANCE	
The undersigned is the holder of the note or no	ites secured t	y this Deed of Trust. Said note or no	ites, together with all other
. J. L. J	hase said in	this was are necess discuss to two	that mark man at a second and
his Deed of Trust, which are delivered hereby, and to	o reconvey, v	vithout warranty, all the estate now ner	d by you blider this Dood
rust to the person or persons legally entitled thereto.			
ignature of Beneficiary (the "LENDER")	Date	Signature of Beneficiary (the "LENDER")	Date
-Grander of residence A fare successive to			
When recorded, mail to			
\nt;			
			11442-10/Rosolio De Los Se
Applied Business Software, Inc. (809) 833-3343			Page 5
Deed of Trust			

# Lender Addendum

G S Mortgage as to an undivided 100.00% interest

# Exhibit "A"

All that certain real property situated in the County of RIVERSIDE, State of California, described as follows:

LOT 300 OF UPTON ACRES TRACT NO. 4, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP OF SAID TRACT ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 14 OF MAPS, PAGE 69 THEREOF, RECORDS IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

Assessor Parcel No.(s).:

319-152-013-1

March 4, 2015

GS Mortgage C/O Jeffrey E. Deis 7231 Boulder Ave. #286 Highland, CA 92346

Re: APN: 319152013-1

Situs: 20742 Rider St, Perris, CA 92570

TC 196, Item 122

Date of Sale: April 29, 2013

To Whom It May Concern:

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

PS Form 3811, August 2001

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 Colle	ction of Original Note	/Payment Rook
Personal Property under Cali Probate Code 13100 Notarized Statement of different/misspelled name		
Copy of the Trust	SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
Copy of Marriage Certificate  If you should have any questions,	<ul> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature  X
Sincerely,	1. Article Addressed to:	D. Is delivery address different from Item 1?
Shawana Green	GS Mortgage C/O Jeffrey E. Deis 7231 Boulder Ave. #286 Highland, CA 92346  EP 196-122	
Shawana Green Tax Sales Operation (951) 955-3947 (951) 955-3990 Fax		3. Service Type  Certified Mail
	Article Number     (Transfer from service lat)     7003 2260	1 0004 1559 3500

Domestic Return Receipt

102595-02-M-154

July 29, 2015

# **Final Notice**

GS Mortgage C/O Jeffrey E. Deis 7231 Boulder Ave. #286 Highland, CA 92346

Re:

APN: 319152013-1 TC 196, Item 122

Date of Sale: April 29, 2013

To Whom It May Concern:

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale. 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	Original Note/Payment Book
Personal Property under California	X Updated Statement of Monies Owed
Probate Code 13100	(as of the date of the tax sale)
Notarized Statement of	X Articles of Incorporation (if applicable
different/misspelled	Statement by Domestic Stock)
Notarized Statement Giving Authorization to	Court Order Appointing Administrator
claim on behalf of	Deed (Quitclaim/Grant etc)
Certified Death Certificate for	X Other - Confirmation that the status with
Copy of Birth Certificates for	the State of California, Franchise Tax
Copy of Marriage Certificate for	Board has been cleared.

If your documentation is not received within 15 days (August 13, 2015), your claim will be denied.

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

	SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
	<ul> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signat RECEIVED BY  X THE UPS STORE 1703  HIGHLAND CA  B. Received by (Printed Name)  Spate of Deliven
	Article Addressed to:	□ D. Is delivery address different from item 1? □ Yes If YES, enter delivery address below: □ No
July 29, 2015	GS Mortgage C/O Jeffrey E. Deis 7231 Boulder Ave. #286 Highland, CA 92346	3. Service Type  Certified Mail
GS Mortgage	EPIGI 100	☐ Insured Mail ☐ C.O.D.
C/O Jeffrey E. Deis	EP 196-122	4. Restricted Delivery? (Extra Fee) Yes
7231 Boulder Ave. #286	2. Article Number 7003 2	260 0004 1558 7226
Highland, CA 92346	DC 5 - 3014 .	eturn Receipt 102595-02-M-1544
Re: APN: 319152013-1 TC 196, Item 122 Date of Sale: April 29	, 2013	
To Whom It May Concern:		
documentation you have provide Please submit the necessary p	claim for excess proceeds from the above-meded is insufficient to establish your claim.	cess proceeds. The
document(s) listed below ma	y assist the Tax Collector in making the de	termination.
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 Note/Payment Book X Updated Statement of Monies Owed (as of the date of the tax sale) X Articles of Incorporation (if applicable Statement by Domestic Stock) Court Order Appointing Administrator Deed (Quitclaim/Grant etc)		
		nfirmation that the status with
Copy of Birth Certificates for the State of California, Franchise Tax		
Copy of Marriage Certific	eate for Board has	been cleared.
If your documentation is no	t received within 15 days (August 13, 2015)	your claim will be denied
	ns, please contact me at the number listed belo	
Sincerely,		

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

# Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, August 14, 2015. Please refer to <a href="Processing Times">Processing Times</a> for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name: G S MORTGAGE, INC.

Entity Number: C1929468

Date Filed: 03/06/1995

Status: FTB SUSPENDED

Jurisdiction: CALIFORNIA

Entity Address: 24910 LAS BRISAS STE 108

Entity City, State, Zip: MURRIETA CA 93562

Agent for Service of Process: JEFFREY E DEIS

Agent Address: 24910 LAS BRISAS STE 108

Agent City, State, Zip: MURRIETA CA 93562

- \* Indicates the information is not contained in the California Secretary of State's database.
  - If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code <a href="Section 2114">Section 2114</a> for information relating to service upon corporations that have surrendered.
  - For information on checking or reserving a name, refer to Name Availability.
  - For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to <u>Information Requests</u>.
  - For help with searching an entity name, refer to Search Tips.
  - For descriptions of the various fields and status types, refer to Field Descriptions and Status Definitions.

Frivacy Statement | Free Document Readers

Copyright © 2015 California Secretary of State