

FORM APPROVED COUNTY COUNSEL  
 BY: *GREGORY P. PRAMOS* 10/23/15  
 DATE

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

649 A



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

**SUBMITTAL DATE:**  
**OCT 20 2015**

**SUBJECT:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 196, Item 241. Last assessed to: Samuel F. Jiron, an unmarried man. District 1 [\$12,210]. Fund 65595 Excess Proceeds from Tax Sale.

**RECOMMENDED MOTION:** That the Board of Supervisors:  
 1. Approve the claim from Patricia Holmes for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 373253011-7;  
 (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 April 29, 2013 public auction sale. The deed conveying title to the purchasers at the auction was recorded June 20, 2013. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on July 17, 2013 to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.  
 (continued on page two)

*Don Kent*  
 Don Kent

Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 12,210	\$ 0	\$ 12,210	\$ 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 10/26/15*  
 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  
 Absent: None  
 Date: November 3, 2015  
 xc: Treasurer

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

Prev. Agn. Ref.: District: 1 Agenda Number:

**9-11**

- 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. 196, Item 241. Last assessed to: Samuel F. Jiron, an unmarried man. District 1 [\$12,210]. Fund 65595 Excess Proceeds from Tax Sale.

**DATE:** OCT 20 2005

**PAGE:** Page 2 of 2

**RECOMMENDED MOTION:**

2. Authorize and direct the Auditor-Controller to issue a warrant to Patricia Holmes in the amount of \$12,210.99, 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 one claim for excess proceeds:

1. Claim from Patricia Holmes based on a Short Form Deed of Trust and Assignment of Rents recorded September 1, 2004 as Instrument No. 2004-0693957 and re-recorded on May 26, 2005 as Instrument No. 2005-0420873.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Patricia Holmes be awarded excess proceeds in the amount of \$12,210.99. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

**Impact on Citizens and Businesses**

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

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

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

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

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 196 Item 241 Assessment No.: 373253011-7

Assessee: JIRON, SAMUEL F

Situs:

Date Sold: April 29, 2013

Date Deed to Purchaser Recorded: June 20, 2013

Final Date to Submit Claim: June 20, 2014

RECEIVED  
2014 JAN 14 PM 12:16  
RIVERSIDE COUNTY  
TREAS - TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 411 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. 2005-04208-72, recorded on 8-26-2004. 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.

Mr. Jiron purchased in 2004  
never paid off.

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 7 day of Jan, 2014 at San Diego Co, Ca  
County, State

Patricia Holmes  
Signature of Claimant

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

Patricia Holmes  
Print Name

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

2657 Regent Rd.  
Street Address

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

Carlsbad, Ca 92010  
City, State, Zip

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

(760) 730-9613  
Phone Number

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

UP

Recording Requested By  
First American Title Company

DOC # 2005-0420873

05/26/2005 08:00A Fee:34.00

Page 1 of 7

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



AND WHEN RECORDED MAIL TO:

Patricia D. Holmes, Trustee  
2657 Regent Road  
Carlsbad, CA 92008

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
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									4
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

34  
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SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

Title of Document

THIS DOCUMENT IS BEING RE-RECORDED TO ATTACH THE COMPLETE LEGAL DESCRIPTION, A PORTION OF WHICH WAS OMITTED FROM THE ORIGINAL RECORDING.

THIS AREA FOR  
RECORDER'S  
USE ONLY

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

11/12/05 10:11 AM

**Recording Requested By  
First American Title Company**

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:  
PATRICIA D. HOLMES, TRUSTEE  
2657 REGENT ROAD  
CARLSBAD, CA 92008

DOC # 2004-0693957

09/01/2004 08:00A Fee:25.00

Page 1 of 4

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



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A	R	L				COPY	LONG	REFUND	NCHG	EXAM

A.P.N.: 373-253-010-6, 373253-011-7 TRA #: 005007 No.: 0625-1357251

Escrow No.: 16458-JF

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

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THIS DEED OF TRUST, made this **Twenty-Sixth day of August, 2004**, between

**TRUSTOR: SAMUEL F. JIRON, AN UNMARRIED MAN**

whose address is **600 CENTRAL AVENUE SUITE H, LAKE ELSINORE, CA 92530**, and

**TRUSTEE: Escrow Chalet, Inc., a California Corporation, and**

**BENEFICIARY: PATRICIA D. HOLMES, AS TRUSTEE UNDER AGREEMENT DATED DECEMBER 12, 1991**

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

**LOTS 100, 101, 102 AND 103 OF ELSINORE FRESH WATER TRACT, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 46 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.**

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

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

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

FOR THE PURPOSE OF SECURING: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of **\$200,000.00** 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:

9-15-04 1551-551 111

A.P.N.: 373-253-010-6, 373253-011-7

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
Alpine	1	250	Inyo	147	598	Modoc	184	851	San Bernardino	5567	61
Amador	104	348	Kern	3427	60	Mono	52	429	San Francisco	A332	905
Butte	1145	1	Kings	792	833	Monterey	2194	538	San Joaquin	2470	311
Calaveras	145	152	Lake	362	39	Napa	639	86	San Luis Obispo	1151	12
Colusa	296	617	Lassen	171	471	Nevada	305	320	San Mateo	4078	420
Contra Costa	3978	47	Los Angeles	T2055	899	Orange	5889	611	Santa Barbara	1878	860
Del Norte	78	414	Madera	810	170	Placer	895	301	Santa Clara	5336	01
El Dorado	568	456	Marin	1508	339	Plumas	151	5	Santa Cruz	1431	494
Fresno	4626	572	Mariposa	77	292	Riverside	3005	523	Shasta	684	528
Glenn	422	184	Mendocino	579	530	Sacramento	4331	62	Sierra	29	335
Humboldt	657	527				San Diego	Series 2 Book 1961, Page 183887		Yuba	334	486

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

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

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

Signature of Trustor(s)

*Samuel F. Jiron*  
*Samuel F. Jiron*  
SAMUEL F. JIRON

Document Date: August 26, 2004

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE )

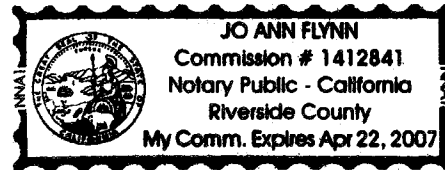
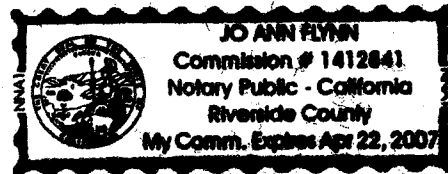
On August 26, 2004 before me, Jo Ann Flynn Notary Public  
personally appeared Samuel F. Jiron

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 *Jo Ann Flynn*

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 therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
- (2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (3) To appear in and defend any action or proceeding purporting to affect the security hereof or affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.
- (4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgement 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, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so required, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
- (14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or Proceeding in which Trustor, Beneficiary or Trustee shall be party unless brought by Trustee.

-----DO NOT RECORD-----

**REQUEST FOR FULL RECONVEYANCE**  
*To be used only when note has been paid.*

To: Escrow Chalet, Inc., Trustee

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

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

Mail Reconveyance to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

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

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

**Escrow Chalet, Inc.**  
AS TRUSTEE  
350-C Railroad Canyon Road  
Lake Elsinore, CA 92532



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

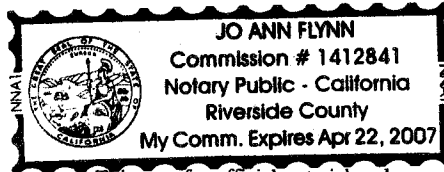
STATE OF CALIFORNIA }  
COUNTY OF Riverside } SS

On April 4, 2005 before me, Jo Ann Flynn Notary Public

personally appeared SAMUEL E. JIRON,  
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 [Handwritten Signature]



This area for official notarial seal.

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**DESCRIPTION OF ATTACHED DOCUMENT**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) other than named above \_\_\_\_\_

**CAPACITY(IES) CLAIMED BY SIGNER(S)**

- INDIVIDUAL
- CORPORATE OFFICER(S)  
TITLE(S) \_\_\_\_\_
- PARTNER(S)-  LIMITED  
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN OR CONSERVATOR
- OTHER \_\_\_\_\_

Right Thumbprint of Signer
Top of thumb here

- INDIVIDUAL
- CORPORATE OFFICER(S)  
TITLE(S) \_\_\_\_\_
- PARTNER(S)-  LIMITED  
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN OR CONSERVATOR
- OTHER \_\_\_\_\_

Right Thumbprint of Signer
Top of thumb here

**SIGNER IS REPRESENTING:**

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

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

### LEGAL DESCRIPTION

Real property in the City of Lake Elsinore, County of Riverside, State of California, described as follows:

PARCEL 1:

LOT 100 OF ELSINORE FRESH WATER TRACT, AS SHOWN BY MAP ON FILE IN BOOK 13 PAGE 46 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2:

LOTS 101, 102 AND 103 OF ELSINORE FRESH WATER TRACT, AS SHOWN BY MAP ON FILE IN BOOK 13 PAGE 46, RIVERSIDE COUNTY RECORDS.

PARCEL 3:

ALL THAT PORTION OF LOT 3 IN BLOCK "B" OF THE RESUBDIVISION OF BLOCK "D" ELSINORE, AS SHOWN BY MAP ON FILE IN BOOK 6 PAGE 296 OF MAPS, RECORDS OF SAN DIEGO COUNTY, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 3; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 20 FEET TO THE MOST NORTHEASTERLY CORNER OF LOT 103 OF ELSINORE FRESH WATER TRACT, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 46 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE AT RIGHT ANGLES SOUTHERLY, 40 FEET; THENCE AT RIGHT ANGLES EASTERLY, 20 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 3 IN BLOCK H; SAID LAST TWO COURSES AND DISTANCES FOLLOWING ALONG THE LOT LINE OF SAID LOT 103 OF ELSINORE FRESH WATER TRACT; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 3 IN BLOCK H, 40 FEET TO THE POINT OF BEGINNING; SAID PROPERTY IS ALSO SHOWN ON THE MAP OF ELSINORE FRESH WATER TRACT ON FILE IN BOOK 13 PAGE 46 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AS NOT INCLUDED IN THIS SUBDIVISION.

APN: 373-253-010-6 and 373-253-011-7

July 22, 2015

Patricia Holmes  
2657 Regent Rd.  
Carlsbad, CA 92010

Re: APN: 373253010-6  
TC 196 Item 240  
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 Personal Property under California Probate Code 13100
- Notarized Statement of different/misspelled
- Notarized Statement Giving Authorization to claim on behalf of
- Certified Death Certificate for
- Copy of Birth Certificates for
- Copy of Marriage Certificate for

- Original Note/Payment Book**
- Updated Statement of Monies Owed (as of dated of tax sale)**
- Articles of Incorporation (if applicable Statement by Domestic Stock)
- Court Order Appointing Administrator
- Deed (Quitclaim/Grant etc...)
- Other – Copy of the Agreement Dated December 12, 1991 in which you are the Trustee.**

Please send in all documents within 30 days (**August 21, 2015**). If you should have any questions, please contact me at the number listed below.

Sincerely,

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

8-11-15

Jennifer Paziene,  
Tax Sales Operations Unit.

RE: APN 373253010-6  
TC 196 ITEM 240

Bold to Samuel Jeron in 2004.  
He was to pay interest only till 2009,  
Then balloon payment of \$200,000.

Sorry, do not have payment book,  
he did pay interest for approximately  
9 months. after that sporadic checks,  
phone calls from me for demand,  
excuses. Then nothing.

In 2006, Samuel Jeron sold the  
property without notification or payoff  
to me. They could not keep up payments  
he got it back.

Co. of Riverside sold property for  
non-payment of property taxes.

From approximately 2005-present, I have not been paid. He still owes original \$200,000.

I hope the copies I have enclosed are sufficient.

Please let me know if there is anything else I can do to expedite payment.

Thank you in advance.

Patricia Holmes  
2657 Regent Rd.  
Carlsbad, Ca. 92010  
(760) 730-9613

**NOTE SECURED BY DEED OF TRUST****INSTALLMENT NOTE - INTEREST ONLY****\$200,000.00****LAKE ELSINORE, CALIFORNIA****AUGUST 26, 2004**

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

**PATRICIA D. HOLMES, AS TRUSTEE UNDER AGREEMENT DATED DECEMBER 12, 1991**

or order, at Lake Elsinore, California, or at place designated by the holder(s) hereof, the principal sum of **Two Hundred Thousand And 00/100 Dollars (\$200,000.00)** with interest from **September 1, 2004** on the amounts of principal remaining from time to time unpaid, until said principal sum is paid, at the rate of **7.00%** per cent per annum. **INTEREST ONLY** due in monthly installments of **One Thousand One Hundred Sixty Six And 66/100 Dollars (\$1,166.66)** or more on the **SAME** day of each and every month, commencing on the **October 1, 2004**, and continuing hereafter until **September 1, 2019**, at which time the entire unpaid principal balance, together with interest due thereon, shall become all 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: "This Deed of Trust is given and accepted upon the express provision that should the property hereinbefore described, or any part thereof, be conveyed or alienated by Trustor, either voluntarily or by operation of law, without Beneficiary's written consent, then all sums secured hereby shall, at Beneficiary's option, become immediately due and payable."

In the event any payment is not paid within **10** days of the due date, Trustor shall pay to Beneficiary a **LATE CHARGE** of **6.00 %** in addition to each payment due and unpaid.

"Privilege is reserved by the maker hereof to prepay this Note in part or in full prior to **2 years from first payment date**, provided that an amount equal to six (6) months' advance interest on the excess of twenty (20%) percent of any principal prepaid in any 12 month period is paid as a penalty."

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

Each payment shall be credited first on interest then due and the remainder on principal sum; and interest shall thereupon cease upon the amount so credited on the said principal. Should default be made in payment of any installment when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest payable in lawful money of the United States of America. Should suit be commenced to collect this note or any portion thereof, such sum as the Court may deem reasonable shall be added hereto as attorney's fees. This note is secured by a Deed of Trust to **Escrow Chalet, Inc.**, a California Corporation as Trustee, affecting the property located at: **96 ELEANOR STREET, LAKE ELSINORE, CA 92530**

  
SAMUEL F. JIRON

**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.



Exhibit "A"  
A.P.N.#

PARCEL 1:

Lots 101, 102 and 103 of Elsinore Fresh Water Tract, as shown by map on file in Book 13 Page 46, Riverside County Records.

PARCEL 2:

All that portion of Lot 3 in Block "B" of the Resubdivision of Block "D" Elsinore, as shown by map on file in Book 6 Page 296 of Maps, Records of San Diego County, particularly described as follows:

Beginning at the Northeasterly corner of said Lot 3; thence Westerly along the Northerly line of said Lot 20 feet to the most Northeasterly corner of Lot 103 of Elsinore Fresh Water Tract, as shown by map on file in Book 13, Page 46 of Maps, in the office of the County Recorder of said County; thence at right angles Southerly, 40 feet; thence at right angles Easterly, 20 feet to a point on the Easterly line of said Lot 3 in Block H; said last two courses and distances following along the Lot line of said Lot 103 of Elsinore Fresh Water Tract; thence Northerly along the Easterly line of said Lot 3 in Block H, 40 feet to the point of beginning; said property is also shown on the map of Elsinore Fresh Water Tract on file in Book 13 Page 46 of maps, records of Riverside County, California, as not included in this subdivision.



Recording Requested By  
First American Title Company

DOC # 2004-0693956

09/01/2004 08:00A Fee:7.00

Page 1 of 1 Doc T Tax Paid  
Recorded in Official Records  
County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Samuel F. Jiron  
600 Central Avenue, Ste. H  
Lake Elsinore, CA 92008



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
	1		1			✓			
									AA
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

A.P.N.: 373-253-010-6, 373253-011-7 TRA #: 005-027

Escrow No.: 16458-JF

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY \$275.00

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- unincorporated area:  City of LAKE ELSINORE, and



FOR A VALUABLE CONSIDERATION, Receipt of which is hereby acknowledged,  
PATRICIA D. HOLMES, AS TRUSTEE UNDER AGREEMENT DATED DECEMBER 12, 1991

hereby GRANT(S) to SAMUEL F. JIRON, AN UNMARRIED MAN

the following described property in the City of LAKE ELSINORE, County of Riverside State of California;

LOTS 100, 101, 102 AND 103 OF ELSINORE FRESH WATER TRACT, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 46 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

X  
Patricia D. Holmes, Trustee  
PATRICIA D. HOLMES, TRUSTEE

Document Date: July 23, 2004

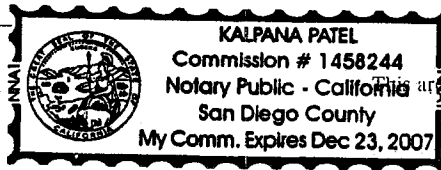
STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO )

On AUGUST 2nd 2004 before me, KALPANA PATEL, NOTARY PUBLIC  
personally appeared PATRICIA D. HOLMES,

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 Kalpna Patel



This area for official notarial seal.

600

### LEGAL DESCRIPTION

Real property in the City of Lake Elsinore, County of Riverside, State of California, described as follows:

PARCEL 1:

LOT 100 OF ELSINORE FRESH WATER TRACT, AS SHOWN BY MAP ON FILE IN BOOK 13 PAGE 46 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2:

LOTS 101, 102 AND 103 OF ELSINORE FRESH WATER TRACT, AS SHOWN BY MAP ON FILE IN BOOK 13 PAGE 46, RIVERSIDE COUNTY RECORDS.

PARCEL 3:

ALL THAT PORTION OF LOT 3 IN BLOCK "B" OF THE RESUBDIVISION OF BLOCK "D" ELSINORE, AS SHOWN BY MAP ON FILE IN BOOK 6 PAGE 296 OF MAPS, RECORDS OF SAN DIEGO COUNTY, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 3; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 20 FEET TO THE MOST NORTHEASTERLY CORNER OF LOT 103 OF ELSINORE FRESH WATER TRACT, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 46 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE AT RIGHT ANGLES SOUTHERLY, 40 FEET; THENCE AT RIGHT ANGLES EASTERLY, 20 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 3 IN BLOCK H; SAID LAST TWO COURSES AND DISTANCES FOLLOWING ALONG THE LOT LINE OF SAID LOT 103 OF ELSINORE FRESH WATER TRACT; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 3 IN BLOCK H, 40 FEET TO THE POINT OF BEGINNING; SAID PROPERTY IS ALSO SHOWN ON THE MAP OF ELSINORE FRESH WATER TRACT ON FILE IN BOOK 13 PAGE 46 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AS NOT INCLUDED IN THIS SUBDIVISION.

APN: 373-253-010-6 and 373-253-011-7

September 17, 2015

# Final Notice

Patricia Holmes  
2657 Regent Rd.  
Carlsbad, CA 92010

Re: APN: 373253010-6 & 373253011-7  
TC 196 Items 240 & 241  
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  
Personal Property under California  
Probate Code 13100  
 Notarized Statement of  
different/misspelled  
 Notarized Statement Giving Authorization to  
claim on behalf of  
 Certified Death Certificate for  
 Copy of Birth Certificates for  
 Copy of Marriage Certificate for

Original Note/Payment Book  
 Updated Statement of Monies Owed  
(as of dated of tax sale)  
 Articles of Incorporation (if applicable  
Statement by Domestic Stock)  
 Court Order Appointing Administrator  
 Deed (Quitclaim/Grant etc...)  
 **Other – Copy of the Agreement Dated  
December 12, 1991 in which you are the  
Trustee.**

**If your documentation is not received within 15 days (October 2, 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](mailto:jpazicni@co.riverside.ca.us)

9-24-15

Jennifer Pazicini  
Tax Sales Operations Unit.

Re: APN 373253010-6  
373253011-7

TC 196 ITEMS 240 & 241

Jennifer,

I am sorry this took so long.  
I was injured and unfortunately  
it was a long recovery.

Enclosed certif. of Trust dated  
Dec. 12, 1991.

Thank you again for your  
help and patience.

Patricia Holmes  
2657 Regent Rd.  
Carlsbad, Ca. 92010  
(760) 730-9613

## **Certification of Trust for the Patricia Holmes Revocable Trust dated December 12, 1991**

The Patricia Holmes Revocable Trust (the "Trust") was established on December 12, 1991. The Trustmaker of the Trust is Patricia D. Holmes. The Trustee is Patricia D. Holmes (referred to as the "Trustee").

The signature of any trustee is sufficient to exercise the powers of the Trustee.

This Trust is revocable and amendable by Patricia D. Holmes.

The address of the Trustee is 2657 Regent Rd., Carlsbad, California 92010.

The tax identification number of the Trust is the social security number of the Trustmaker.

Title to assets in the Trust shall be taken as follows:

Patricia D. Holmes, Trustee of the Patricia Holmes Revocable Trust dated December 12, 1991, and any amendments thereto.

In addition, for titling purposes, any description referring to the Trust shall be effective if it includes the name of the Trust, the name of at least one initial or successor Trustee, and any reference indicating that property is being held by my Trustee in a fiduciary capacity.

The Trustee under the trust agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in trust name. The powers of the Trustee are set forth in Article Twelve of the trust agreement, a true copy of which may be attached to this Certification.

The Patricia Holmes Revocable Trust has not been revoked, modified or amended in any way that would cause the representations in this Certificate of Trust to be incorrect.

By my signature below, I affirm and declare under penalty of perjury under the laws of the State of California that the foregoing declarations are true and correct.

January 9, 2007

Patricia D. Holmes  
Patricia D. Holmes, Trustee

State of California )

County of San Diego )

On January 9, 2007 before me, Carol L. Mancini, a Notary Public, personally appeared Patricia D. Holmes, 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 Carol L. Mancini



**RELIANCE ON THIS CERTIFICATION**

This certification is made in accordance with California Probate Code Section 18100.5 and California Commercial Code Section 8402(a)(2)-(5) and is signed by all the currently acting Trustees. Any transaction entered into by a person acting in reliance on this certification shall be enforceable against the trust assets.

**PROBATE CODE SECTION 18100.5(h) PROVIDES THAT ANY PERSON WHO REFUSES TO ACCEPT THIS CERTIFICATION IN LIEU OF THE ORIGINAL TRUST DOCUMENT WILL BE LIABLE FOR DAMAGES, INCLUDING ATTORNEYS' FEES, INCURRED AS A RESULT OF THAT REFUSAL, IF THE COURT DETERMINES THAT THE PERSON ACTED IN BAD FAITH IN REQUESTING THE TRUST DOCUMENT.**