

FORM APPROVED COUNTY COUNSEL 10/21/15  
 BY: GREGORY P. PRIAMOS DATE

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

111A



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

**SUBMITTAL DATE:**  
**OCT 21 2015**

**SUBJECT:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 192, Item 164. Last assessed to: Leopoldo Cardenas and Angie A. Cardenas, husband and wife as joint tenants. District 1 [\$22,615]. Fund 65595 Excess Proceeds from Tax Sale.

**RECOMMENDED MOTION:** That the Board of Supervisors:  
 1. Approve the claim from Citifinancial Services, Inc. for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 287343017-1;  
 (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 March 20, 2012 public auction sale. The deed conveying title to the purchasers at the auction was recorded May 11, 2012. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on June 6, 2012, to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.  
 (continued on page two)

*Don Kent*  
 Don Kent  
 Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 22,615	\$ 0	\$ 22,615	\$ 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 12/15/15*  
 Samuel Wong  
 County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Washington, seconded by Supervisor Benoit 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:** December 15, 2015  
**xc:** Treasurer

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

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

9-3

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

Departmental Concurrence

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

**FORM 11:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 192, Item 164. Last assessed to: Leopoldo Cardenas and Angie A. Cardenas, husband and wife as joint tenants. District 1 [\$22,615]. Fund 65595 Excess Proceeds from Tax Sale.

**DATE:** OCT 21 2015

**PAGE:** Page 2 of 2

**RECOMMENDED MOTION:**

2. Deny the claim from MCT Group, Inc.;
3. Authorize and direct the Auditor-Controller to issue a warrant to Citifinancial Services, Inc. in the amount of \$22,615.94, 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 Citifinancial Services, Inc. based on a Deed of Trust recorded February 7, 2008 as Instrument No. 2008-0063617.
2. Claim from MCT Group, Inc. based on an Abstract of Judgment recorded October 4, 2011 as Instrument No. 2011-0437452.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Citifinancial Services, Inc. be awarded excess proceeds in the amount of \$22,615.94. Since the amount claimed by Citifinancial Services, Inc. exceeds the amount of excess proceeds available, there are no funds available for consideration for the claim from MCT Group, Inc. 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 beneficiary on the deed of trust 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 192 Item 164 Assessment No.: 287343017-1

Assessee: CARDENAS, LEOPOLDO & ANGIE A

Situs: 17160 ALAMEDA DR PERRIS

Date Sold: March 20, 2012

Date Deed to Purchaser Recorded: May 11, 2012

Final Date to Submit Claim: May 13, 2013

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 23,074.19 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. 2008-006367; recorded on 2-7-08. 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 13 day of May, 2013 at Dallas TX  
County, State

[Signature]  
Signature of Claimant

Anna Zissis  
Print Name

6400 Las Colinas Blvd  
Street Address

Irving TX 75039  
City, State, Zip

972-653-4455  
Phone Number

[Signature]  
Signature of Claimant

Wendy Ball-Tobin  
Print Name

6400 Las Colinas Blvd  
Street Address

Irving, TX 75039  
City, State, Zip

972-653-5773  
Phone Number

Thomas J. Holthus	CA NE NV
Kevin R. McCarthy	CA
Matthew E. Podmenik	CA
Katie Jo Keeling	CA WA
JaVonne M. Phillips	CA
Kristin Schuler-Hintz	CA NV
Paul M. Levine**	AZ CA
David C. Scott	CA
Jennifer C. Wong	CA
Angela M. Michael	AK ID OR PA WA
Seth Harris	CA
Kelly M. Raftery	CA
Matthew B. Learned	CA
Melissa Robbins Couits*	AZ CA
Kristin Zilberstein	CA
Merdaud Jafarnia	CA
Thomas J. Ruhrup	CA
Rebecca L. Lang	CA
Mary Stearns	CA WA
Sherry A. Moore	NV
Janice Jacovino	NV
Lakshmi Jagannath**	AZ CA
Andrew Boylan	CA WA
Joseph McIntosh	WA
Julie Corriveau	CA
Robert McDonald	CA WA
**Christopher J. Dylla	AZ
Inku Nam	NV
Robert B. Hakari	OR
Lila Zhao	CA

**McCarthy ♦ Holthus**  
*A Limited Liability Partnership*  
**1770 Fourth Avenue**  
**San Diego, California 92101**  
**Telephone (877) 369-6122**  
**Facsimile (619) 685-4811**  
**www.McCarthyHolthus.com**  
**Email to all personnel:**  
 First initial and last name@mccarthymc.com

AZ CA	Alison Lienau
CA	David Rankin
OR	Casey C. Pence
OR	Amber Labrecque
OR	Carrie Majors-Staab
NV	Michael Chen
OR	Ellis Wilder
OR	Lisa Lear
AZ OR	Andreanna Smith
OR	James Nicita
CA	Jeffrey Borman
AZ OR	Brady Godbout
WA	Thomas Moore
NM	Jeanette Whittaker
NV	Gary Fink
FL NM	Denise Snyder
CA CO	Holly Shilliday
WA	Jessica Grape
WA	Christopher Luhrs
CO NM	Erin Robson
NM	Umair Malik
AZ CO	Iman Tehrani
CA	Megan Boyd
CA	Douglas Toleno
NM	Joshua Spencer
NM	Andrew Yarrington
WA	Annette Cook
CO	Jennifer Cruse Turner
NM	Steven Lucero
WA	Matthew Stamper

November 7, 2014

Riverside County Tax Collector  
 4080 Lemon St  
 Riverside, CA 92501  
**Via First Class Mail and Email: [ttc@co.riverside.ca.us](mailto:ttc@co.riverside.ca.us)**

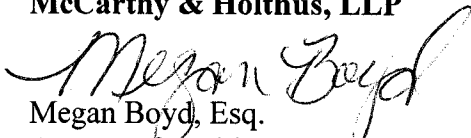
**RE: CITIBANK'S COMPLETED CLAIM TO EXCESS PROCEEDS**  
**In Re: 17160 ALAMEDA DR., PERRIS, CA 92570**  
 M&H File No.: CA14-2519-KK  
 Default No.: 2006-287343017-0000  
 APN: 287343017-1

Dear Sir or Madam:

Our office has been retained by CitiMortgage, Inc. to retrieve surplus funds from the sale of the real property referenced above. Please find enclosed a completed claim form and copies of the supporting documentation. Please let us know what else you will need from our client to complete this claim.

If you have any questions, please do not hesitate to contact Elizabeth Peralta-Reed at (619) 685-4815.

Very truly yours,  
**McCarthy & Holthus, LLP**

  
 Megan Boyd, Esq.  
 Attorney for CitiMortgage, Inc.

**Colorado Office**  
 7700 E. Arapahoe Road,  
 Suite 150  
 Centennial, CO 80112  
 (877) 369-6122  
 Facsimile (866) 894-7369

**Washington Office**  
 108 1<sup>st</sup> Ave South  
 Suite 300  
 Seattle, WA 98104  
 (206) 319-9100  
 Facsimile (206) 780-6862

**Oregon Office**  
 920 SW 3<sup>rd</sup> Avenue 1<sup>st</sup> Floor  
 Portland, OR 97204  
 (971) 201-3200  
 Facsimile (971) 201-3202

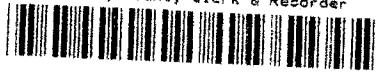
Of Counsel  
 McCarthy ♦ Holthus ♦ Levine P.C.  
**Arizona Office**  
 8502 E. Via De Ventura Blvd.  
 Scottsdale, AZ 85258  
 (480) 302-4100  
 Facsimile (480) 302-4101  
 \*\*Attorneys from this Office  
 \*Managing Associate, AZ Office of  
 McCarthy ♦ Holthus

**New Mexico Office**  
 6501 Eagle Rock NE, Suite A-3  
 Albuquerque, NM 87113  
 Telephone (877) 369-6122  
 Facsimile (505) 750-9803

**Nevada Office**  
 9510 West Sahara Avenue, Suite 200  
 Las Vegas, NV 89117  
 (702) 685-0329  
 Facsimile (866) 339-5691

DOC # 2008-0063617  
02/07/2008 08:00A Fee:30.00

Page 1 of 8  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



Recording requested by  
Citifinancial Services Inc.,  
and  
When record mail to:  
First American Equity Loan  
Services  
1100 Superior Ave Ste# 200  
Cleveland, OH 44114

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**DEED OF TRUST**

30 **M**  
010

**THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING  
INFORMATION (ADDITIONAL RECORDING FEES APPLIES)**

WHEN RECORDED MAIL TO  
CITIFINANCIAL SERVICES,  
INC.  
Street Address:  
2955 VAN BUREN BLVD STE C1  
City/State/Zip:  
RIVERSIDE CA 92503

SPACE ABOVE THIS LINE FOR RECORDER'S USE

5174325

**DEED OF TRUST**

THIS DEED OF TRUST is made this 13th day of December, 2007, among the Trustor, LEOPOLDO CARDENAS AND ANGIE A CARDENAS, HUSBAND AND WIFE AS JOINT TENANTS (herein "Borrower"), CITIFINANCIAL SERVICES, INC. (herein "Trustee"), and the Beneficiary, CITIFINANCIAL SERVICES, INC. a corporation organized and existing under the laws of California, whose address is 2955 VAN BUREN BLVD STE C1 RIVERSIDE CA 92503 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of RIVERSIDE, State of California:

LOT 27, OF GALVAN PARK NO.2 AS SHOWN BY MAP ON FILE IN BOOK 13, PAGE 28 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA

APN: 287-343-017

When recorded return to:  
First American Title Insurance  
Lenders Advantage  
1100 Superior Avenue, Suite 200  
Cleveland, Ohio 44114  
ATTN: NSS TEAM

which has the address of 17160 ALAMEDA DR, PERRIS, California 92570 (herein "Property Address").

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which 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 hereinafter referred to as the "Property";

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated 12/13/2007 and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$ 93,409.31, with interest thereon, providing for monthly installments of principal and interest; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered except for encumbrances of record. Borrower covenants that Borrower warrants and will 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. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by 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, 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 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 the 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 as they fall due, 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 17 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, then to interest payable on the Note, and then to the principal of the Note.

**4. Prior Mortgages and Deeds of Trust; Charges; 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 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 shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

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 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 the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

**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 or 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 materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' 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, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amount shall be payable upon notice from Lender to Borrower requesting payment thereof. 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 inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection 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; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. 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.

**11. 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 15 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property. Co-signer waives notice of acceptance, presentment, demand, protest, and notice of nonpayment, and agrees that Lender may renew, extend, modify, release, or discharge Borrower, or otherwise settle or compromise Borrower's obligation to Lender, or extend additional credit to Borrower, or accept late or partial payments of Borrower's obligation to Lender, or release, exchange, substitute, or take additional collateral, or waive any of Borrower's defaults, or delay in enforcing Lender's rights in the event of any default by Borrower, without releasing or impairing the Deed of Trust given to Lender by the co-signer.

**12. 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 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's address stated herein or to such other address as Lender 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.

**13. Governing Law; Severability.** The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect 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 this Deed of Trust and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**14. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

**15. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.



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

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

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

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of the sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to five days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 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 17 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 attorneys' 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.

20. **Reconveyance.** Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty but Lender or Trustee will collect a reconveyance fee and any fees required

by public officials in connection with the payoff of the indebtedness secured by this Deed of Trust. The Trustee will file all appropriate documents with the appropriate public official to evidence the satisfaction of the underlying indebtedness, and/or reconveyance of this Deed of Trust, and/or release of the Lender's interest in the Property.

21. **Substitute Trustee.** Lender, at Lender's option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county where the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this instrument is recorded and the name and address of the successor trustee. The successor trustee shall, without conveyance of the Property, succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

22. **Request for Notices.** Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address which is the Property Address. Lender requests that copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust be sent to Lender's address, as set forth on page one of this Deed of Trust, as provided by Section 2924(b) of the Civil Code of California.

23. **Statement of Obligation.** Lender may collect a fee not to exceed \$60 for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

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

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

As used in this paragraph 24, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 24, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

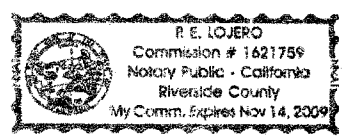
*Leopoldo P. Cardenas*  
LEOPOLDO P. CARDENAS - Borrower  
*Angie A. Cardenas*  
ANGIE A. CARDENAS - Borrower

STATE OF CALIFORNIA.

County of Riverside

On 12.13.07 before me, P.E. Lojero - a notary public (here insert name and title of the officer) personally appeared Leopoldo Cardenas & Angie A. Cardenas 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 \_\_\_\_\_ (Seal)



*P.E. Lojero*

REQUEST FOR NOTICE OF DEFAULT

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 under the deed of trust (or mortgage) recorded \_\_\_\_\_, in Book \_\_\_\_\_ page \_\_\_\_\_ records of \_\_\_\_\_ County, (or filed for record with recorder's serial number \_\_\_\_\_

\_\_\_\_\_ County) California, executed by \_\_\_\_\_ as trustor (or mortgagor) in which \_\_\_\_\_, is named as beneficiary (or mortgagee) and \_\_\_\_\_ as trustee be mailed to

CITIFINANCIAL SERVICES, INC.  
2955 VAN BUREN BLVD STE C1  
RIVERSIDE CA 92503

with a copy to CITIFINANCIAL SERVICES, INC.  
at P.O. Box 17170, Baltimore, MD 21203.

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: \_\_\_\_\_  
For Beneficiary

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

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

This Rider Amends The Loan Agreement/Promissory Note Entered Into On Date Below

**Agreed Rate Reduction Rider**

Borrower(s) (Name and mailing address) ANGIE A CARDENAS LEOPOLDO P CARDENAS 17160 ALAMEDA DR PERRIS CA 92570 ✓	Lender (Name, address, city and state) CITIFINANCIAL SERVICES, INC. 2955 VAN BUREN BLVD STE C1 RIVERSIDE CA 92503 ✓	Account No. 208009 Date of Loan 12/13/2007
--	---	---

Borrower has agreed to pay the rate of interest set forth in the Note (the "Note Rate") until the full amount of principal has been paid. However, if on any one of the second, third or fourth anniversaries of the scheduled due date of the first full installment payment due date under the Note (each, an "Anniversary Date") Borrower has demonstrated a Good Payment History, Lender agrees to decrease the Note Rate to 11.34 %. Borrower will be deemed to have demonstrated a "Good Payment History" if Borrower: (a) has made each of the most recent 24 consecutive monthly payments under the Note before the date the next payment was due; (b) has never been late by 91 days or more in making any monthly payments due under the Note; (c) neither Borrower nor Co-Borrower has filed petitions in bankruptcy during the term of the loan; and (d) no provision of the Note has been modified prior to the Anniversary Date. Modifications to the Note include deferment of a scheduled payment, legal action with respect to enforcement of the Note or the Mortgage, and an adjustment of the loan terms. If Borrower demonstrates a Good Payment History, the new Note Rate will take effect one month after the earliest Anniversary Date on which Borrower has demonstrated a Good Payment History ("Rate Reduction Date"). Beginning with Borrower's first monthly payment after the Rate Reduction Date, Borrower will pay the new amount as the monthly payment until the Maturity Date. Lender will decrease Borrower's Note Rate only one time during the term of the loan, provided Borrower demonstrates a Good Payment History on any one of the second, third, or fourth Anniversary Dates.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Agreed Rate Reduction Rider.

Angie A. Cardenas Borrower  
Leopoldo P. Cardenas Co-Borrower  
12-13-07 Date  
12-13-07 Date

 CARDENAS  
13751412 CA  
FIRST AMERICAN LENDERS ADVANTAGE  
DEED OF TRUST  


(Now/Renewal)  
21101-5 10/2003

Original (Branch)

Copy (Customer)

Public Record

**LOAN NUMBER:** 03-0141-0257519  
**MORTGAGOR'S NAME:** Angie & Leopoldo Cardenas  
**PROPERTY ADDRESS:** 17160 Alameda Dr  
Perris CA 92570

**PAYOFF GOOD THROUGH :** May 13, 2013

	PB	Interest Rate
<b>Principal Balance</b>	\$93,035.95	7.43%
Interest from : 8/15/2011 5/13/2013	\$12,224.03	
Late Charge Fees	\$0.00	
Deferred Interest	\$2,486.14	
Misc Fees	\$15.00	
<b>TOTAL AMOUNT OF PAYOFF</b>	<b>\$107,761.12</b>	

Per Diem = \$19.19 \$28,017.40

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

McCarthy & Holthus, LLP  
 Attn: Elizabeth Peralta-Reed  
 1770 4<sup>th</sup> Avenue  
 San Diego, CA 92101

EP192-164

2. Article Number  
(Transfer from service label)

7003 2260 0004 1548 9551

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

x [Signature]

- Agent
- Address

B. Received by (Printed Name)

Mariana Peralta

C. Date of Delivery

5/26/15

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

3. Service Type

- Certified Mail
- Express Mail
- Registered
- Return Receipt for Merchandise
- Insured Mail
- C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

May 21, 2015

McCarthy & Holthus, LLP  
 Attn: Elizabeth Peralta-Reed  
 1770 4<sup>th</sup> Avenue  
 San Diego, CA 92101

Re: APN: 287343017-1  
 Situs: 17160 Alameda Dr., Perris, CA 92570  
 TC 192 Item 164  
 Date of Sale: March 20, 2012

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15

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 Anna Zissus and Wendy Ball-Tobin to claim on behalf of Citifinancial Services, Inc.**
- 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 the date of the tax sale)**
- Articles of Incorporation (if applicable Statement by Domestic Stock)
- Court Order Appointing Administrator
- Deed (Quitclaim/Grant etc...)
- Other – The Promissory note for the Deed of Trust**

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

EP 192-1104

**Pazicni, Jennifer**

---

**From:** Taxsale, TaxCollector  
**Sent:** Tuesday, August 18, 2015 7:06 AM  
**To:** Pazicni, Jennifer  
**Cc:** Taylor, Desiree  
**Subject:** FW: M&H File No>: CA14-2519-KK | Default No.: 2006-287343017-0000  
**Attachments:** Note.pdf

---

**From:** Kristina Klam [<mailto:kklam@McCarthyHolthus.com>]  
**Sent:** Monday, August 17, 2015 4:57 PM  
**To:** Taxsale, TaxCollector  
**Cc:** IDSMH  
**Subject:** FW: M&H File No>: CA14-2519-KK | Default No.: 2006-287343017-0000

Kristina Klam | *Surplus Funds Supervisor*  
McCarthy ♦ Holthus LLP  
m. 1770 4<sup>th</sup> Avenue San Diego CA 92101  
t. 619.685.4800 ext. 3929 d. 619.243.3929 | f. 619.685.4811  
e. [kklam@McCarthyHolthus.com](mailto:kklam@McCarthyHolthus.com)

**P** Save A Tree - Please consider your environmental responsibility before printing this e-mail.

*"Service Second to None"*

CONFIDENTIALITY NOTICE: The information contained herein may be privileged and protected by the attorney/client and/or other privilege. It is confidential in nature and intended for use by the intended addressee only. If you are not the intended recipient, you are hereby expressly prohibited from dissemination distribution, copy or any use whatsoever of this transmission and its contents. If you receive this transmission in error, please reply or call the sender and arrangements will be made to retrieve the originals from you at no charge.

Federal law requires us to advise you that communication with our office could be interpreted as an attempt to collect a debt and that any information obtained will be used for that purpose.

---

**From:** Kristina Klam  
**Sent:** Monday, August 17, 2015 4:55 PM  
**To:** 'JPazicni@co.riverside.ca.us.'  
**Cc:** IDSMH  
**Subject:** M&H File No>: CA14-2519-KK | Default No.: 2006-287343017-0000

Good Afternoon,

Please find attached a copy of the Note. I am still waiting on the other documents you requested, but figured I would go ahead and send this to you since I had it ready to go.

Thanks!

Kristina Klam | *Surplus Funds Supervisor*  
McCarthy ♦ Holthus LLP  
m. 1770 4<sup>th</sup> Avenue San Diego CA 92101

t. 619.685.4800 ext. 3929 d. 619.243.3929 | f. 619.685.4811

e. [kklam@McCarthyHolthus.com](mailto:kklam@McCarthyHolthus.com)

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Federal law requires us to advise you that communication with our office could be interpreted as an attempt to collect a debt and that any information obtained will be used for that purpose



**LOAN NUMBER:** 03-0141-0257519  
**MORTGAGOR'S NAME:** Angie & Leopoldo Cardenas  
**PROPERTY ADDRESS:** 17160 Alameda Dr  
Perris CA 92570

**PAYOFF GOOD THROUGH :**

<b>Principal Balance</b>			
Interest from :	8/15/2011	5/13/2013	
Late Charge Fees			\$0.00
Deferred Interest			\$2,486.14
Misc Fees			\$15.00
<b>TOTAL AMOUNT OF PAYOFF</b>			<b>\$107,761.12</b>

Per Diem = \$19.19 \$28,017.40

**May 13, 2013**  
PB Interest Rate  
\$93,035.95 7.43%

# Disclosure Statement, Note and Security Agreement

Borrower(s) (Name and mailing address)	Lender (Name, address, city and state)	Account No.
ANGIE A CARDENAS LEOPOLDO P CARDENAS 17160 ALAMEDA DR PERRIS CA 92570	CITIFINANCIAL SERVICES, INC. 2955 VAN BUREN BLVD STE C1 RIVERSIDE CA 92503	208009
		Date of Loan 12/13/2007

<b>ANNUAL PERCENTAGE RATE</b> The rate on Borrower's credit is a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost Borrower.	<b>Amount Financed</b> The amount of credit provided to Borrower or on Borrower's behalf.	<b>Total of Payments</b> The amount Borrower will have paid after Borrower has made all payments as scheduled.
12.76 %	\$ 264,614.50	\$ 90,636.65	\$ 355,253.15

<b>Payment Schedule</b>	<b>Security</b> If checked, Borrower is giving a security interest in:
Number of Payments: 360	<input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Mobile Home
Amount of Payments: \$ 906.82	<input checked="" type="checkbox"/> Real Property <input type="checkbox"/> Other
When Payments Are Due: MONTHLY BEGINNING 03/24/2008	<b>Late Charge</b> If payment is late, Borrower will be charged an amount equal to the greater of 5.0 % of the unpaid portion of the payment due or \$ 15.00
	<b>Prepayment</b> If Borrower pays off early, Borrower <input checked="" type="checkbox"/> will not <input type="checkbox"/> have to pay a penalty, and will not be entitled to a refund of part of the finance charge.

See the enclosed documents for any additional information about nonpayment, default, any required payment in full before the scheduled date, and prepayment, advance loan penalties.

\* Does not include any insurance premium.  
Additional Information:

Total amount of first month's payment including insurance premiums, if any	PRINCIPAL AMOUNT	POINTS/FEE	LICENSE NO.	DATE CHARGES BEGIN
\$ 1,465.83	\$ 93,409.31	\$ 2,720.66	603-2740	12/18/2007

**Required Insurance Disclosure:**  
If Borrower grants Lender a security interest as indicated in this document, insurance to protect the Lender's interest in the collateral may be required. If this loan is secured by real property, or mobile/manufactured home, then fire, extended coverage, collision and/or comprehensive casualty insurance is required naming Lender as loss payee, until the loan is fully paid. The amount of such insurance must be sufficient to satisfy the unpaid balance of the loan, or be equal to the value of the collateral, whichever is less. Such insurance may be provided through an existing policy or a policy obtained independently and purchased by Borrower. Borrower may obtain such insurance from any insurer that is reasonably acceptable to Lender.

**Optional Insurance Disclosure:**  
Borrower is not required to purchase optional insurance products, such as: Credit Life, Credit Disability, Involuntary Unemployment Insurance or any other optional insurance products. Lender's decision to grant credit will not be affected by Borrower's decision to purchase or decline to purchase optional insurance.

Coverage will not be provided unless Borrower signs and agrees to pay the applicable monthly premium in addition to the monthly loan payment disclosed above.

Borrower should refer to the terms contained in the applicable certificate or policy of insurance issued for the exact description of benefits, exclusions and premium rates.

If Borrower purchases insurance, Borrower's monthly payment will include both the monthly loan payment disclosed above and the applicable monthly premiums.

I/We request the following insurance:

Premium Due with the First Month's Loan Payment	First Year's Premium *	Insurance Type:	Signature	Date
\$ NONE	\$		Angie A. Cardenas	12-13-07
\$ NONE	\$		Leopoldo P. Cardenas	12-13-07
\$ NONE	\$			

(\* First year's premiums are calculated on the assumption that monthly loan payments are timely made). Accrued but unpaid premium, if not paid earlier, will be due and payable at the time of the final payment on the loan. However, failure to pay premiums may result in termination of insurance as described below.

**Termination of Insurance:**  
Borrower may cancel any of the optional insurance products offered at any time. The optional insurance will terminate upon the earliest of the following occurrences:

- (1) the Lender's receipt of Borrower's written request for termination;
- (2) on the date when the sum of past due premiums equal or exceed four times the first month premium;
- (3) termination pursuant to the provisions of the insurance certificate;
- (4) payment in full of Borrower's Loan;
- (5) death of Borrower.

**TERMS:** In this Disclosure Statement, Note and Security Agreement, the word "Borrower" refers to the persons signing below as Borrower, whether one or more. If more than one Borrower signs, each will be responsible, individually and together, for all promises made and for repaying the loan in full. The word "Lender" refers to the Lender, whose name and address are shown above.

**PROMISE TO PAY:** In return for a loan that Borrower has received, Borrower promises to pay to the order of Lender the Principal amount shown above, plus interest on the unpaid Principal balance from the Date Charges Begin shown above at the rate of interest of 12.34 % per annum. Lender will compute interest on the unpaid Principal balance on a daily basis from the date charges begin until Borrower repays the loan. If Borrower does not make sufficient or timely payments according to the payment schedule above, Borrower will incur greater interest charges on the loan. On the N/A month anniversary of the Date of Loan shown above, the rate of interest applicable to the remaining unpaid principal balance shall decrease to N/A % per annum.

The monthly rate is 1/12th of the rate per annum and the daily rate is 1/360th of the monthly rate.

Principal Amount is composed of the Amount Financed plus any points, escrow, fee, if any, and administrative fee, if any.

Principal and interest shall be payable in the monthly installments shown above beginning on the first payment date shown above and continuing on the same day in each following month until paid in full. Upon the final payment date, the entire outstanding balance of Principal and interest evidenced by this Disclosure Statement, Note and Security Agreement shall be due and payable. Any payment(s) which Lender accepts after the final payment date or the acceleration thereof do not constitute a renewal or extension of this loan unless Lender so determines. Each payment shall be applied as follows: (1) late charges and monthly loan payments due (first to interest, then principal), (2) insurance premiums due, (3) unpaid interest to the date of payment, if any, then (4) principal. Lender may collect interest from and after maturity upon the unpaid Principal balance at the rate of interest prevailing at the time of maturity under this Disclosure Statement, Note and Security Agreement.

Borrower's Initials: AAC/PC

## NOTE ALLONGE

This indorsement is incorporated into and shall be deemed part of the Note to which it is attached.

Loan Number\*: 05-0234-0200345  
*\*as of the date of this Note Allonge*

Borrower Name(s): Angie A Cardenas, Leopoldo P Cardenas

Date of Loan: 12/13/2007  
Amount of Loan: \$93,409.31  
Property Address: 17160 Alameda Dr  
City, State, Zip: Perris, CA 92570

Pay to the order of:

**CitiFinancial, Inc. (a Maryland corporation)**

Without recourse

**CitiFinancial Services, Inc. (a California corporation)**

By: 

Michelle Fowler  
Vice President

EP 192-164

**McCarthy ♦ Holthus**  
*A Limited Liability Partnership*  
*A Multijurisdictional Law Firm*  
1770 Fourth Avenue  
San Diego, California 92101  
Telephone (877) 369-6122  
Facsimile (619) 685-4811  
[www.McCarthyHolthus.com](http://www.McCarthyHolthus.com)  
Email to all personnel:  
First initial and last name@mccarthyholthus.com

August 25, 2015

Riverside County Tax Collector

Attn: Jennifer Pazicni

4080 Lemon St.

Riverside, CA 92501

**Via Overnight Mail and Email: [taxsale@co.riverside.ca.us](mailto:taxsale@co.riverside.ca.us)**

**RE: DEMAND FOR SURPLUS FUNDS**

Trustor: ZAHUR AHMAD

Property Address: 17160 ALAMEDA DR.

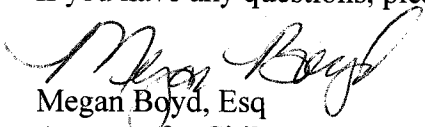
PERRIS, CA 92570

File No.: CA14-2519-KK

Dear Ms. Pazicni:

The undersigned are employees of CitiMortgage, Inc. They are familiar with the business practices and here by submit the attached payoff demand as claim to surplus funds resulting from the sale on March 20, 2012 of the real property located at 17160 Alameda Dr., Perris, CA 92570.

If you have any questions, please do not hesitate to contact Kristina Klam at (619) 243-3929.

  
Megan Boyd, Esq  
Attorney for CitiMortgage, Inc.

*[Handwritten Signature]*

(Anna Zissis)

State of ~~California~~ <sup>Texas</sup> } *93*

County of Dallas

On 8-19-15 before me, (ANNE-MARIE GUETZLAFF), personally appeared

ANNA ZISSIS  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature *Anne Marie Guetzlaff* (Seal)  
(Notary)



Wendy Ball-Tobin

(Wendy Ball-Tobin)

State of ~~California~~ Texas

County of Dallas

On 8-19-15 before me, (ANNE-MARIE GUETZLAFF), personally appeared  
WENDY BALL-TOBIN

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

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

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

WITNESS my hand and official seal.

Signature Anne Marie Guetzlaff (Seal)  
(Notary)



**Accrued Interest for Deed of Trust on 287343017-1**

Original Loan Amount **\$90,638.65**  
% Rate 12.76 per annum = **\$11,565.50** per year  
Interest per day = **\$31.69**

**From updated statement of money owed**

Adjusted principal balance as of 8/15/2011 **\$93,035.95**  
% Rate 7.43 per annum = **\$6,912.58** per year  
Interest per day = **\$18.94**

Amount owing as of 08/15/2011			<b>\$93,035.95</b>
Interest from 08/15/2011 to 03/20/2012	<b>\$4,109.98</b>		<b>\$97,145.93</b>
	(217 Days)		
	<b>Total</b>		<b>\$97,145.93</b>

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 192 Item 164 Assessment No.: 287343017-1

Assessee: CARDENAS, LEOPOLDO & ANGIE A

Situs: 17160 ALAMEDA DR PERRIS

Date Sold: March 20, 2012

Date Deed to Purchaser Recorded: May 11, 2012

Final Date to Submit Claim: May 13, 2013

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 12,005.74 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. 2011-0437452; recorded on 10/4/11. 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.**

Abstract of Judgment-Civil and Small Claims Doc# 2011-0437452 Recorded 10/04/11

Judgment listing Leopoldo P. Cardenas as defendant entered on 09/07/11

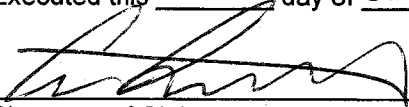
Writ of execution issued 9/28/11 by Riverside Superior Court showing balance owed

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 13th day of June, 2012 at Los Angeles County, California

County, State

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

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

Chris Peters, MCT Group, Inc.

Print Name

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

2309 W 190th St

Street Address

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

Redondo Beach, Ca 90278

City, State, Zip

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

1-800-622-2242

Phone Number

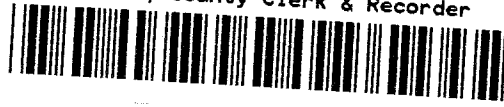
\_\_\_\_\_  
Phone Number

SCO 8-21 (1-99)

RECEIVED  
2012 JUN 14 PM 2:50  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

AP





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

Recording requested by and return to:

Peter W. Singer, Esq. S.B.# 129212  
LAW OFFICES OF PETER W. SINGER  
10755 Scripps Poway Parkway #526  
San Diego, CA 92131

619-299-8234

ATTORNEY FOR  JUDGMENT CREDITOR  ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Riverside

STREET ADDRESS: 4050 Main Street

MAILING ADDRESS:

CITY AND ZIP CODE: Riverside, CA 92501

BRANCH NAME: WESTERN REGION-CIVIL DIVISION

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			2						1
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PLAINTIFF: MCT GROUP

DEFENDANT: JOSE LUIS CASTILLO, et al.

CASE NUMBER:

RIC10022354

19

**ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS**

Amended

FOR COURT USE ONLY

C  
517

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

a. Judgment debtor's

Name and last known address

Jose Luis Castillo aka Jose L. Castillo  
aka Jose Castillo aka Jose Medel  
7285 Fiesta Ave  
Riverside, CA 92504

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

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

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): Jose Luis Castillo aka Jose L. Castillo aka Jose Castillo aka Jose Medel- 7285 Fiesta Ave  
Riverside, CA 92504

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

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

3. Judgment creditor (name and address):

MCT GROUP  
P.O. BOX 7748, TORRANCE, CA 90504

5.  Original abstract recorded in this county:

a. Date:  
b. instrument No.:

Date: 09/26/11

PETER W. SINGER

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:  
\$ 11,928.58

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

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

a. Amount: \$

8. a. Judgment entered on (date): 09/07/11

b. In favor of (name and address):

b. Renewal entered on (date):

9.  This judgment is an installment judgment.

11. A stay of enforcement has

a.  not been ordered by the court.  
b.  been ordered by the court effective until (date):



This abstract issued on (date):  
SEP 28 2011

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

b.  A certified copy of the judgment is attached.

Clerk, by \_\_\_\_\_ Deputy

PLAINTIFF: MCT GROUP	CASE NUMBER: RIC10022354
DEFENDANT: JOSE LUIS CASTILLO, et al.	

**NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:**

13. Judgment creditor (name and address):

14. Judgment creditor (name and address):

15.  Continued on Attachment 15.

**INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:**

16. Name and last known address

17. Name and last known address

Leopoldo P. Cardenas aka Leopoldo Cardenas  
17160 Alameda Drive  
Perris, CA 92570

Driver's license no. [last 4 digits] and state:  Unknown  
Social security no. [last 4 digits]:  Unknown  
Summons was personally served at or mailed to (address):  
Leopoldo P. Cardenas aka Leopoldo Cardenas  
17160 Alameda Drive  
Perris, CA 92570

Driver's license no. [last 4 digits] and state:  Unknown  
Social security no. [last 4 digits]:  Unknown  
Summons was personally served at or mailed to (address):

18. Name and last known address

19. Name and last known address

Driver's license no. [last 4 digits] and state:  Unknown  
Social security no. [last 4 digits]:  Unknown  
Summons was personally served at or mailed to (address):

Driver's license no. [last 4 digits] and state:  Unknown  
Social security no. [last 4 digits]:  Unknown  
Summons was personally served at or mailed to (address):

20.  Continued on Attachment 20.



2011-0437452  
10/04/2011 08:00A  
2 of 2

COPY

JUD-100

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): Peter W. Singer, Esq. S.B.# 129212 LAW OFFICES OF PETER W. SINGER 10755 Scripps Poway Parkway #526 San Diego, CA 92131		FOR COURT USE ONLY  <b>FILED</b> SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE  <b>SEP 12 2011</b>
TELEPHONE NO.: 619-299-8234 FAX NO. (Optional): E-MAIL ADDRESS (Optional):	ATTORNEY FOR (Name): MCT GROUP	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Riverside STREET ADDRESS: 4050 Main Street MAILING ADDRESS: CITY AND ZIP CODE: Riverside, CA 92501 BRANCH NAME: WESTERN REGION-CIVIL DIVISION		
PLAINTIFF: MCT GROUP  DEFENDANT: CASTILLO		
JUDGMENT <input type="checkbox"/> By Clerk <input checked="" type="checkbox"/> By Default <input type="checkbox"/> After Court Trial <input checked="" type="checkbox"/> By Court <input type="checkbox"/> On Stipulation <input type="checkbox"/> Defendant Did Not Appear at Trial		CASE NUMBER:  <b>RIC10022354</b>

- JUDGMENT**
1.  **BY DEFAULT**
    - a. Defendant was properly served with a copy of the summons and complaint.
    - b. Defendant failed to answer the complaint or appear and defend the action within the time allowed by law.
    - c. Defendant's default was entered by the clerk upon plaintiff's application.
    - d.  Clerk's Judgment (Code Civ. Proc., § 585(a)). Defendant was sued only on a contract or judgment of a court of this state for the recovery of money.
    - e.  Court Judgment (Code Civ. Proc., § 585(b)). The court considered
      - (1)  plaintiff's testimony and other evidence.
      - (2)  plaintiff's written declaration (Code Civ. Proc., § 585(d)).
  
  2.  **ON STIPULATION**
    - a. Plaintiff and defendant agreed (stipulated) that a judgment be entered in this case. The court approved the stipulated judgment and
    - b.  the signed written stipulation was filed in the case.
    - c.  the stipulation was stated in open court     the stipulation was stated on the record.
  
  3.  **AFTER COURT TRIAL.** The jury was waived. The court considered the evidence.
    - a. The case was tried on (date and time):  
before (name of judicial officer):
    - b. Appearances by:
 

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

PLAINTIFF: MCT GROUP	CASE NUMBER:
DEFENDANT: CASTILLO	RIC10022354

JUDGMENT IS ENTERED AS FOLLOWS BY:  THE COURT  THE CLERK

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

5. Parties. Judgment is

a.  for plaintiff (name each): MCT GROUP c.  for cross-complainant (name each):

and against defendant (names): Jose Luis Castillo aka Jose L. Castillo aka Jose Castillo aka Jose Medel; Leopoldo P. Cardenas aka Leopoldo Cardenas

Continued on Attachment 5a.

Continued on Attachment 5c.

b.  for defendant (name each):

d.  for cross-defendant (name each):

6. Amount.

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

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

(1)	<input checked="" type="checkbox"/> Damages	\$ 8,513.00
(2)	<input checked="" type="checkbox"/> Prejudgment interest at the annual rate of 8.50 %	\$ 1,744.58
(3)	<input checked="" type="checkbox"/> Attorney fees	\$ 1,326.00
(4)	<input checked="" type="checkbox"/> Costs	\$ 345.00
(5)	<input type="checkbox"/> Other (specify):	\$
(6)	<b>TOTAL</b>	<b>\$ 11,928.58</b>

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

b.  Plaintiff to receive nothing from defendant named in item 5b.

Defendant named in item 5b to recover costs \$ and attorney fees \$

d.  Cross-complainant to receive nothing from cross-defendant named in item 5d.

Cross-defendant named in item 5d to recover costs \$ and attorney fees \$

7.  Other (specify):

Date:

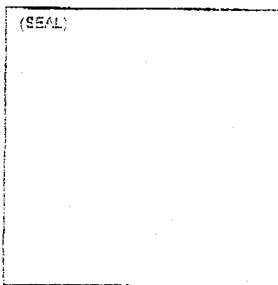
SEP 07 2011

Cloris Connor Trask

JUDICIAL OFFICER

Date:

Clerk, by \_\_\_\_\_, Deputy



CLERK'S CERTIFICATE (Optional)

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

Date:

Clerk, by \_\_\_\_\_, Deputy

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number and address): Peter W. Singer, Esq. S.B.# 129212 LAW OFFICES OF PETER W. SINGER 10755 Scripps Poway Parkway #526 San Diego, CA 92131  TELEPHONE NO: 619-299-8234      FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): MCT GROUP <input checked="" type="checkbox"/> ATTORNEY FOR <input checked="" type="checkbox"/> JUDGMENT CREDITOR <input type="checkbox"/> ASSIGNEE OF RECORD	<b>FOR COURT USE ONLY</b>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Riverside STREET ADDRESS: 4050 Main Street MAILING ADDRESS: CITY AND ZIP CODE: Riverside, CA 92501 BRANCH NAME: WESTERN REGION-CIVIL DIVISION	
PLAINTIFF: MCT GROUP  DEFENDANT: CASTILLO	
<b>WRIT OF</b> <input checked="" type="checkbox"/> EXECUTION (Money Judgment) <input type="checkbox"/> POSSESSION OF <input type="checkbox"/> Personal Property <input type="checkbox"/> SALE <input type="checkbox"/> Real Property	CASE NUMBER:  <b>RIC10022354</b> <b>Limited</b>

1. To the Sheriff or Marshal of the County of: **Riverside**

You are directed to enforce the judgment described below with daily interest and your costs as provided by law.

2. To any registered process server: You are authorized to serve this writ only in accord with CCP 699.080 or CCP 715.040.

3. (Name): MCT GROUP

is the  judgment creditor     assignee of record      whose address is shown on this form above the court's name.

4. Judgment debtor (name and last known address):

Jose Luis Castillo aka Jose L Castillo aka Jose Castillo aka Jose Medel 7285 Fiesta Ave Riverside, CA 92504	
Leopoldo P. Cardenas aka Leopoldo Cardenas 17160 Alameda Drive Perris, CA 92570	

- 9.  See next page for information on real or personal property to be delivered under a writ of possession or sold under a writ of sale.
- 10.  This writ is issued on a sister-state judgment.
- 11. Total judgment ..... \$ 11,928.58
- 12. Costs after judgment (per filed order or memo CCP 685.090) ..... \$ 0.00
- 13. Subtotal (add 11 and 12) ..... \$ 11,928.58
- 14. Credits ..... \$ 0.00
- 15. Subtotal (subtract 14 from 13) ..... \$ 11,928.58
- 16. Interest after judgment (per filed affidavit CCP 685.050) (not on GC 6103.5 fees) ... \$ 52.16
- 17. Fee for issuance of writ ..... \$ 25.00
- 18. Total (add 15, 16, and 17) ..... \$ 12,005.74
- 19. Levying officer:
  - (a) Add daily interest from date of writ (at the legal rate on 15) (not on GC 6103.5 fees) of 10% ..... \$ 3.26
  - (b) Pay directly to court costs included in 11 and 17 (GC 6103.5, 68511.3; CCP 699.520(i)) ..... \$ 0.00
- 20.  The amounts called for in items 11-19 are different for each debtor. These amounts are stated for each debtor on Attachment 20.

Additional judgment debtors on next page

5. Judgment entered on (date): 09/07/11

6.  Judgment renewed on (dates):

7. Notice of sale under this writ

- a.  has not been requested.
- b.  has been requested (see next page).

8.  Joint debtor information on next page.



Issued on (date): **SEP 28 2011**

Clerk, by [Signature], Deputy

**NOTICE TO PERSON SERVED: SEE NEXT PAGE FOR IMPORTANT INFORMATION.**

PLAINTIFF: MCT GROUP DEFENDANT: CASTILLO	CASE NUMBER: <b>RIC10022354</b>
---	------------------------------------

— Items continued from page 1 —

21.  Additional judgment debtor (name and last known address):

22.  Notice of sale has been requested by (name and address):

23.  Joint debtor was declared bound by the judgment (CCP 989-994)

- |   |   |
|---|---|
| a. on (date):<br>b. name and address of joint debtor: | a. on (date):<br>b. name and address of joint debtor: |
|---|---|

c.  additional costs against certain joint debtors (itemize):

24.  (Writ of Possession or Writ of Sale) Judgment was entered for the following:
- (Check (1) or (2)):
- a.  Possession of real property: The complaint was filed on (date):
    - (1)  The Prejudgment Claim of Right to Possession was served in compliance with CCP 415.46.  
The judgment includes all tenants, subtenants, named claimants, and other occupants of the premises.
    - (2)  The Prejudgment Claim of Right to Possession was NOT served in compliance with CCP 415.46.
      - (a) \$ \_\_\_\_\_ was the daily rental value on the date the complaint was filed.
      - (b) The court will hear objections to enforcement of the judgment under CCP 1174.3 on the following dates (specify): \_\_\_\_\_
  - b.  Possession of personal property.
    - If delivery cannot be had, then for the value (itemize in 9e) specified in the judgment or supplemental order.
  - c.  Sale of personal property.
  - d.  Sale of real property.
  - e. Description of property:

**NOTICE TO PERSON SERVED**

WRIT OF EXECUTION OR SALE. Your rights and duties are indicated on the accompanying *Notice of Levy* (Form EJ-150).  
 WRIT OF POSSESSION OF PERSONAL PROPERTY. If the levying officer is not able to take custody of the property, the levying officer will make a demand upon you for the property. If custody is not obtained following demand, the judgment may be enforced as a money judgment for the value of the property specified in the judgment or in a supplemental order.  
 WRIT OF POSSESSION OF REAL PROPERTY. If the premises are not vacated within five days after the date of service on the occupant or, if service is by posting, within five days after service on you, the levying officer will remove the occupants from the real property and place the judgment creditor in possession of the property. Except for a mobile home, personal property remaining on the premises will be sold or otherwise disposed of in accordance with CCP 1174 unless you or the owner of the property pays the judgment creditor the reasonable cost of storage and takes possession of the personal property not later than 15 days after the time the judgment creditor takes possession of the premises.  
 ► A Claim of Right to Possession form accompanies this writ (unless the Summons was served in compliance with CCP 415.46).

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

MCT Group, Inc.  
 Attn: Chris Peters  
 2309 W 190<sup>th</sup> St.  
 Redondo Beach, CA 90278

2. Article Number  
*EP 192-164*  
 (Transfer from service label)

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 Agent  
 Address

B. Received by (Printed Name) \_\_\_\_\_  
 C. Date of Delivery *5/26/15*

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

3. Service Type  
 Certified Mail®  Priority Mail Express™  
 Registered  Return Receipt for Merchandise  
 Insured Mail  Collect on Delivery

4. Restricted Delivery? (Extra Fee)  Yes

7003 2260 0004 1548 9599

PS Form 3811, July 2013

Domestic Return Receipt

May 21, 2015

MCT Group, Inc.  
 Attn: Chris Peters  
 2309 W 190<sup>th</sup> St.  
 Redondo Beach, CA 90278

Re: APN: 287343017-1  
 Situs: 17160 Alameda Dr., Redondo Beach, CA 92270  
 TC 192 Item 164  
 Date of Sale: March 20, 2012

To Whom It May Concern:

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

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

- \_\_\_ Notarized Affidavit for Collection of Personal Property under California Probate Code 13100
- \_\_\_ Notarized Statement of different/misspelled
- Notarized Statement Giving Authorization to Chris Peters to claim on behalf of MCT Group, Inc.**
- \_\_\_ Certified Death Certificate for
- \_\_\_ Copy of Birth Certificates for

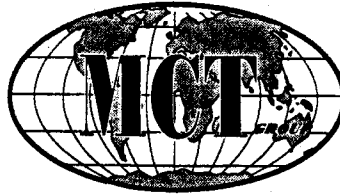
- \_\_\_ Copy of Marriage Certificate for
- \_\_\_ Original Note/Payment Book
- Updated Statement of Monies Owed (as of the date of the tax sale)**
- \_\_\_ Articles of Incorporation (if applicable Statement by Domestic Stock)
- \_\_\_ Court Order Appointing Administrator
- \_\_\_ Deed (Quitclaim/Grant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

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

Sincerely,

Jennifer Pazicni  
 Tax Sale Operations Unit  
 (951) 955-3336  
 (951) 955-3990 Fax

P.O. Box 7748  
Torrance, CA 90504



(800) 622-2242  
Fax (310) 372-5192

06/01/2015

RIVERSIDE COUNTY TREASURER-TAX COLLECTOR  
ATTN: JENNIFER PAZICNI  
4080 LEMON ST 4<sup>TH</sup> FLR  
RIVERSIDE, CA 92502

RECEIVED  
2015 JUN -4 PM 4:57  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

Re: APN: 287343017-1  
Situs: 17160 Alameda Dr., Perris, Ca 92570  
TC 192 Item 164  
Date of Sale: March 20, 2012

Mrs. Pazicni,

Please accept this notarized letter as the formal authorization from the MCT Group, Inc. to authorize Chris Peters to file a claim on our behalf.

\*\*\*Please note that "Chris Peters" is the registered alias used by collector Peter Bulpitt who is an employee of MCT Group, Inc. It is common practice in the collection industry to use an alias for security purposes.

Respectfully,

A handwritten signature in black ink, appearing to read 'Francis M. Censullo', written over a horizontal line.

Francis M. Censullo  
Vice President  
MCT Group, Inc.



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

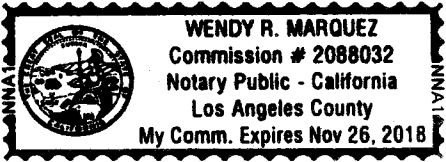
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )  
On June 1, 2015 before me, Wendy R. Marquez, a Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Francis M. Censullo  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.  
Signature Wendy R. Marquez  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**  
Title or Type of Document: Authorization Document Date: 6-01-2015  
Number of Pages: 2 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**  
Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  Partner —  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

BALANCE CALCULATED BACK to 3/20/12

ALEDFWKC 06/01/15 10:28:50 Print Debtor Work Card

Clt NuVISION FEDERAL CREDIT UNION

Ac#

Rf# 920353805X1

Nm1 CASTILLO, JOSE LUIS	Desk	004	Sts	LEG	Assigned	8513.00
Nm2 CARDENAS, LEOPOLDO	Assigned		01/13/10		Princ Due	8513.00
Adr 7285 FIESTA AVE	L/Charge		01/31/08		Int 10.00 %	741.22
	L/Paymnt		01/31/08		Attorney	1326.00
RIVERSIDE, CA 92504	L/Letter		03/19/14		Court	469.00
PhN (714)-329-4256 (951)-789-1821	L/Worked		06/01/15		Other	.00
	L/Trust		04/18/12		JudInt	1744.58
	N/Review		06/01/15		Misc	.00
Judgment Dt 09/07/11	Amt	11928.58			Cntgcy Fee	.00
					Total Due	12,793.80
					Total Paid	35.00

\*\* End of Report \*\*