

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

Departmental Concurrence

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

114A



**SUBMITTAL DATE:
OCT 21 2015**

FROM: Don Kent, Treasurer-Tax Collector

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 197, Item 8. Last assessed to: Robert Lee Reese, a single man. District 2 [\$16,910] Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:
1. Approve the claim from the Penny Bail Bonds for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 209141001-2;
(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 August 20, 2013 public auction sale. The deed conveying title to the purchasers at the auction was recorded October 2, 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 October 30, 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
Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 16,910	\$ 0	\$ 16,910	\$ 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
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:
Deputy

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

Prev. Agn. Ref.: | **District: 2** | **Agenda Number:**

9-6

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

FORM 11: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 197, Item 8. Last assessed to: Robert Lee Reese, a single man. District 2 [\$16,910] Fund 65595 Excess Proceeds from Tax Sale.

DATE: OCT 21 2015

PAGE: Page 2 of 2

RECOMMENDED MOTION:

2. Authorize and direct the Auditor-Controller to issue a warrant to Penny Bail Bonds in the amount of \$16,910.98, no sooner than ninety days from the date of this order, unless and appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Section 4675.
3. Authorize and direct the Treasurer-Tax Collector to transfer the unclaimed excess proceeds in the amount of \$68,370.80 to the county general fund pursuant to Revenue and Taxation Code Section 4674.

BACKGROUND:

Summary (continued)

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

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

According to Revenue and Taxation Code 4675 (a) Any party of interest in the property may file with the county a claim for the excess proceeds, in proportion to his or her interest held with others of equal priority in the property at the time of the sale, at any time prior to the expiration of the one year following the recordation of the Tax Collector's deed to the Purchaser, which was recorded on October 2, 2013.

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

1. Claim from Penny Bail Bonds based on a Deed of Trust recorded January 21, 2009 as Instrument No. 2009-0026270.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Penny Bail Bonds be awarded excess proceeds in the amount of \$16,910.98. Since there are no other claimants the unclaimed excess proceeds in the amount of \$68,370.80 will be transferred to the county general fund. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimant by certified mail.

Impact on Citizens and Businesses

Excess proceeds are being released to the Deed of Trust holder and transferred to the county general fund

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 197 Item 8 Assessment No.: 209141001-2

Assessee: REESE, ROBERT LEE

Situs: 2509 LIME ST RIVERSIDE 92501

Date Sold: August 20, 2013

Date Deed to Purchaser Recorded: October 2, 2013

Final Date to Submit Claim: October 2, 2014

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 11,600.00 from the sale of the above mentioned real property. I/We were the lienholder(s), property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2009-0026270; recorded on 1/21/2009. 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.

- ① DEED OF TRUST ⑤ PROMISSORY NOTE
② DISCLOSURE STATEMENT ⑥ STATEMENT
③ BAIL BOND AGREEMENT
④ CONDITIONS OF RELEASE

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 8TH day of NOVEMBER, 2013 at ORANGE, CA.
County, State

Judy L. Hodel
Signature of Claimant

FOR: PENNY
BAIL BONDS

JUDY L. HODEL (OFFICE MGR)
Print Name

1572 N. BATAVIA ST. STE 1B
Street Address

ORANGE CA 92867
City, State, Zip

714/279-9674
Phone Number

Signature of Claimant

Print Name

Street Address

City, State, Zip

Phone Number

RECORDING REQUESTED BY

Agent Name and Address:

DOC # 2009-0026270

01/21/2009 08:00A Fee:11.00

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



AND WHEN RECORDED MAIL TO

INTERNATIONAL FIDELITY
INSURANCE COMPANY

P.O. BOX 9810, CALABASAS, CA 91372-9810
TELEPHONE (800) 935-2245

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DEED OF TRUST

This Deed of Trust, made this 20TH day of January, 2009, between Robert Lee Reese herein called TRUSTOR, and Robert W. Nairin and Jeffrey S. Nairin, herein called TRUSTEE, and INTERNATIONAL FIDELITY INSURANCE COMPANY, herein called BENEFICIARY, WITNESSETH: That Trustor hereby GRANTS to TRUSTEE, IN TRUST, WITH POWER OF SALE, all that property in the County of Riverside, in the State of California, described as:

Lot 13 Block 2 Tract 0301.00 APN 209-141-001
as per map recorded in Book 8 Page 54 of Maps, Official Records in the office of the
County Recorder of Riverside County.
Commonly known as 2509 Lime St. Riverside, Ca 92501

FOR THE PURPOSE OF SECURING payment to the said Beneficiary, of the monies due to and of all losses, damages, expenditures and liability suffered, sustained, made or incurred by INTERNATIONAL FIDELITY INSURANCE COMPANY, hereinafter called the Surety or Beneficiary (and as more fully set forth and described in a certain Bail Bond Agreement, which agreement is made a part hereof by reference as though herein fully set forth) on account of, growing out of, or resulting from the execution of a certain bond on behalf of Robert Lee Reese AND FOR WHICH AMOUNTS and the matter set forth in the said indemnity agreement, are security. (Power No. TS50K3333, 38, TS100K13673, TS20K55592)

IT IS AGREED AND CONDITIONED that a certificate signed by the Beneficiary at any time hereafter setting forth that the said bond has been declared forfeited or that a loss, damage, expenditure or liability has been sustained by the Surety or Beneficiary on account of the aforesaid Undertaking; the date(s) and amount(s) of such loss, damages, expenditures and/or liability; that payment has been demanded of the party or parties on whose behalf the aforesaid Undertaking was or is about to be executed; and that such loss, damages, expenditures or determined liability has not been paid to the Beneficiary, shall be conclusive and binding on the Trustor, and shall be the warrant of the Trustee to proceed forthwith to foreclose and sell upon the security herein, and from the proceeds of sale (after deducting expenses including cost and search of evidence of title) pay to the Beneficiary the amount so certified, including interest at the highest legal rate per month from demand to date of payment and attorney fees.

IT IS FURTHER AGREED THAT: Upon delivery of said Certificate to the Trustee, the Beneficiary may declare all sums or obligations secured hereby due and payable by delivery to the 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 the Trustee shall cause to be duly filed for record.

IT SHALL BE DEEMED SUFFICIENT if proceedings to foreclose and sell the security herein are executed by any one of the above-named Trustees and it shall be deemed sufficient if a full reconveyance is executed by any one of the above-named Trustees; and said one Trustee shall be deemed to be the attorney-in-fact for the other Trustees for those purposes. The authority thus granted herein shall be deemed to be coupled with an interest and shall not be affected by the death or incompetency of any of the Trustees for whom such one Trustee shall be acting.

THE UNDERSIGNED TRUSTOR REQUESTS that a copy of any notice of default and of any notice of sale hereunder be mailed to him/her at his/her mailing address opposite his/her signature hereto. Failure to insert such address shall be deemed a waiver for a copy of such notices.

SIGNATURE OF TRUSTOR Robert Lee Reese STREET AND NUMBER 2509 LIME ST. CITY RIVERSIDE, STATE CA ZIP 92501

STATE OF California }
COUNTY OF Riverside } ss.

(Seal)



On January 20, 2009 before me, Marco A. Mayorquin, Notary Public personally appeared Robert Lee Reese 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 Marco A. Mayorquin



DISCLOSURE STATEMENT

PENNY BAIL BONDS
631 East Rialto Avenue
San Bernardino, CA 92408
(909) 383-8088

Power Number(s): IS100X 13673 / IS50X 33337
IS50X 33338 / IS 30X 55592
Bond Amount(s): 145,000.00
Defendant: Robert Lee Reese

ATTENTION

DISCLOSURE OF LIEN AGAINST REAL PROPERTY. DO NOT SIGN THIS DOCUMENT UNTIL YOU READ AND UNDERSTAND IT!

THIS BAIL BOND WILL BE SECURED BY REAL PROPERTY YOU OWN OR IN WHICH YOU HAVE AN INTEREST. THE FAILURE TO PAY THE BAIL BOND PREMIUMS WHEN DUE OR THE FAILURE OF THE DEFENDANT TO COMPLY WITH THE CONDITIONS OF BAIL COULD RESULT IN THE LOSS OF YOUR PROPERTY.

I HAVE READ AND UNDERSTOOD THE ABOVE DISCLOSURE STATEMENT AND HAVE RECEIVED A COMPLETED COPY OF THE BAIL BOND AGREEMENT(S) AND DEED(S) OF TRUST.

Print Name: X Robert L. Reese
Sign Name: X [Signature]
Date: 1-16-09

Print Name: _____
Sign Name: _____
Date: _____

I HAVE RECEIVED A FULL RECONVEYANCE OF TITLE, A CERTIFICATE OF DISCHARGE, OR A FULL RELEASE OF ANY LIEN AGAINST REAL PROPERTY TO SECURE PERFORMANCE OF THE CONDITIONS OF BAIL BOND(S).

Print Name: _____
Sign Name: _____
Date: _____

Print Name: _____
Sign Name: _____
Date: _____

BAIL BOND AGREEMENT

WHEREAS, the undersigned, hereinafter called the First Party, whether one or more, have made or do now make application to Penny Bail Bonds hereinafter called the Second Party, to have executed or secure the execution by the (fill in company name) Intl. Fidelity Ins Co. a corporation, hereinafter called the Surety, of a Bail Bond in the penal sum of \$ 145,000.00 on behalf of Robert Lee Reese hereinafter called the Defendant, and

WHEREAS, upon and with the express understanding and condition that this agreement would be executed by the First Parties, the Second Party has heretofore arranged for the execution of said Bail Bond or does hereby agree to arrange for the execution of the same.

NOW, THEREFORE, in consideration of the Second Party arranging for the execution of the Bail Bond aforementioned, or in the event that said Bail Bond shall already have been executed and the Defendant released from custody thereon, then and for and in consideration of the Second Party causing the Surety to permit the Defendant to remain for the time being free from the custody of the Court under said Bail Bond, the First Party and each of them do hereby jointly and severally agree and promise as follows:

^{Rebate Per Prop. 103}
TO PAY TO THE SECOND PARTY THE SUM OF \$ 11,600.00 ^{as FIRST} as premium for and upon the execution of said Bail Bond and a like sum annually in advance each year hereafter until the Surety shall be legally discharged from all liability thereunder, and to pay to the Second Party charges for extraordinary services, if any.

The said premium shall be regarded as fully earned immediately upon the filing of said Bail Bond, and the fact that the Defendant may have been improperly taken into custody or his Bail reduced, or his cause dismissed forthwith shall not obligate the Second Party to waive or return said premium or any portion thereof.

SECOND

To indemnify and to at all times save harmless the Second Party or the Surety from and against any and all liability, demands, expenses, attorney's fees, debts, damages, judgments, or losses of every kind, character or nature that the Second Party or the Surety shall or may at any time or for any cause sustain, incur or be put to by reason of the execution or the arranging or obtaining the execution of the bail bond aforementioned or any renewal thereof or any bond issued in continuance thereof or as a substitute therefor; to pay to the Second Party or the Surety immediately upon demand the penal amount of said bail bond whenever the Second Party or the Surety deems such payment necessary for protection, upon any change of condition which increases the hazard, which sum shall be retained and used by the Second Party or the Surety as security hereunder; TO PAY TO THE SECOND PARTY OR THE SURETY IMMEDIATELY UPON THE DECLARATION OF FORFEITURE OF SAID BAIL BOND THE PENAL AMOUNT THEREOF.

THIRD

To aid and cooperate with the Second Party or the Surety in securing the release or exoneration of the Second Party or the Surety from any and all liability under said bail bond, including the surrender of the Defendant to the custody of the Court should the Second Party or the Surety in its sole discretion deem such action necessary or advisable, and even though such surrender may have been made before the bail bond has been forfeited or any liability incurred thereon by the Second Party or the Surety and no obligation shall exist on the part of the Second Party or the Surety to return or waive the premium or any portion thereof, except as may be otherwise required by law or the rules of the Insurance Commissioner.

FOURTH

To reimburse the Second Party or the Surety, in an amount not to exceed the penal amount of the bail bond, for any and all expenses or liabilities incurred in searching for, recapturing or returning the Defendant to the custody of the Court, including salaries of employees during the time spent apprehending or endeavoring to apprehend the Defendant, expenses for private detectives, rewards, traveling expenses, telegrams, telephone calls, automobile expenses, railroad or air fares, meals and any and all other expenses or liabilities incurred by the Second Party or the Surety as necessary or incidental in apprehending or in endeavoring to apprehend the Defendant, including also liability for attorney's fees incurred by the Second Party or the Surety in making application to the Court for an order to vacate or set aside the order of forfeiture or the judgment entered thereon and even though such expenses may have been incurred before any order had been made forfeiting said bail bond or even though such expenses may have been incurred after the time for the setting aside of the forfeiture declared upon the said bail bond shall have expired; that an itemized statement of such expenses sworn to by the Second Party or any officer or attorney-in-fact of the Surety shall be accepted as prime facie evidence of the fact and extent of such expenses in any and all suits hereunder. All money owing to the Second Party, pursuant to this Agreement, that is in arrears for a period of 30 days, shall accrue monthly at the highest legal rate of interest. Additionally, First Party hereby authorizes Second Party to conduct a credit check and other financial inquiries on First Party.

FIFTH

This agreement shall apply to any and all other bail bonds executed for the Defendant on the same charge for which the above mentioned bail bond was executed or any other charge connected therewith or arising out of the same general transaction or circumstances regardless of whether said bail bond or bonds are filed before or after conviction or on appeal, but not in a greater amount.

SIXTH

That any and all money or other property which the undersigned or any of them have paid or deposited or may pay or deposit with the Second Party or the Surety, or which is or may at any time be in the hands of the Second Party or the Surety belonging to the undersigned, may be held by the Second Party or the Surety as collateral or at the option of the Second Party or the Surety may be applied as collateral security or indemnity for the matters contained herein or any of them. But nothing herein shall be a waiver by the depositor of any money or property or by any guarantor of any right or rights he may have or shall hereafter acquire in connection therewith as against the Surety.

SEVENTH

To pay the Second Party or the Surety attorney's fees in the event of suit hereunder for breach of this agreement incurred by the Second Party or the Surety under this indemnity agreement.

EIGHTH

In making application for the hereinabove described bail bond we warrant all of the statements made on the reverse of this page to be true and we agree to advise the Second Party or the Surety or its agent of any change (especially change of address) within 48 hours after such change has occurred and agree that any failure to so notify shall be cause for the immediate surrender of the Defendant.

IN WITNESS WHEREOF THE UNDERSIGNED DO HEREBY ACKNOWLEDGE RECEIPT OF THE FOREGOING AGREEMENT AND VERILY STATE THAT THEY AND EACH OF THEM HAVE CAREFULLY READ THE SAME AND UNDERSTAND THE CONTENTS THEREOF and do now set

their hand this 16TH day of January 2009

[Signature] Address 2509 Lime St. Riverside Ca 92501

PLEASE READ CAREFULLY AND TAKE COPY

CONDITIONS OF RELEASE

PLEASE READ CAREFULLY.

The Defendant is required to comply with the following conditions
in order to remain out on Bail with
PENNY BAIL BONDS

1. You are required to attend ALL of your court dates.
Arrive early- DO NOT BE LATE
2. You are required to contact this office after each court appearance and report your next court date.
3. Notify this office immediately of any change of address, job, or phone number.
4. You must notify this office and obtain consent to leave the State of California.
5. Commit no acts that result in your arrest or re-arrest.
6. If you obtain an attorney, please notify us as to whom you have chosen.
7. You are required to contact this office within 24 hours after your release from jail to complete final paperwork.

Failure to comply with these above conditions shall be grounds to revoke your bail bond(s) and to arrest and surrender you to the proper authorities with the loss of the premium money paid to the bonding company. In the event of your re-arrest and /or surrender to the authorities by PENNY BAIL BONDS, you and your Indemnitor / co-signors shall be responsible for all costs and fees and liabilities arising from such arrest-re arrest and / or surrender.

Collateral cannot be returned until this office has received proof in writing from the court that the bail bond has been fully discharged and exonerated, and any and all monies due have been paid in full to PENNY BAIL BONDS. Collateral that has been signed over to PENNY BAIL BONDS cannot be sold, traded, or otherwise liquidated, except in the event of a forfeiture of the bail bond(s) and / or failure to pay in a timely manner any fees, charges, and / or liabilities resulting from this undertaking of bail.

Defendant signature X [Signature] Date 1-16-09

Indemnitor 1 signature _____ Date _____

Indemnitor 2 signature _____ Date _____

Court(s): Southwest Just. ctr. / Riverside Sup. / San Bdo Sup.

Case No.(s): SWF007407, SWF005185 / RIF147872 / 2236064

Court Date(s): 2/13/09 2/17/09 2/18/09

Time(s): 7:30 am 8:30 am 8am

PENNY BAIL BONDS

631 E. RIALTO AVE.
SAN BERN. CA. 92408
806/736-6977

PROMISSORY NOTE

DATE 1/16/09

TOTAL AMOUNT DUE 11,600.⁰⁰

AMOUNT RECEIVED 0

BALANCE DUE 11,600.⁰⁰

ISSOK 33338 / ISSOK 55592
BOND# ISS100X 13673 / ISS50K 33337

COLLATERAL Deed of Trust
DEFENDANT Robert Lee Reese

I/WE Robert Lee Reese PROMISE TO PAY TO

PENNY BAIL BONDS THE PRINCIPAL SUM OF \$ 11,600.⁰⁰, WITH A DOWN PAYMENT OF 0

WITH WEEKLY/MONTHLY PAYMENTS IN THE AMOUNT OF 11,600.⁰⁰ upon release DUE ON THE _____ DAY OF

EACH MONTH THEREAFTER UNTIL PAID IN FULL. FINAL DUE DATE 1/21/09

THE PRINCIPAL AMOUNT OF THIS LOAN MAY BE PAID WITHOUT INTEREST OR PENALTY PROVIDED THAT ALL PAYMENTS ARE RECEIVED WITHIN 24 HOURS OF THE PROMISSORY NOTE DEADLINE. ANY SUMS PAST DUE FOR A PERIOD GREATER THAN 60 DAYS ARE SUBJECT TO INTEREST. A COLLECTION FEE/LATE FEE, PLUS ACTUAL COSTS, WILL BE DUE ON PAYMENTS RECEIVED AFTER 2 WEEKS BUT LESS THAN 60 DAYS AFTER THE PROMISSORY NOTE DEADLINE. THE FULL AMOUNT OF THIS NOTE WILL BE DUE, REGARDLESS OF THE DISPOSITION OF THE DEFENDANTS CASE AND WITHOUT REGARD TO THE VOLUNTARY OR INVOLUNTARY SURRENDER OF THE DEFENDANT. ADDITIONALLY, IN THE EVENT OF DEFAULT, HEREUNDER, MAKER WILL PAY ALL COSTS OF COLLECTION, INCLUDING ATTORNEY FEES. FURTHER, I UNDERSTAND THAT IN SIGNING THIS DOCUMENT I AM AUTHORIZING A REVIEW OF MY CREDIT HISTORY

NAME [Signature] SSN: 573-31-4157 DATE 1-16-09

MAILING ADDRESS 2509 LIME ST. RIVERSIDE, CA. 92501

NAME _____ SSN: _____ DATE _____

MAILING ADDRESS _____

NAME _____ SSN: _____ DATE _____

MAILING ADDRESS _____

STATE OF CALIFORNIA
COUNTY OF _____

On _____ before me,
ss. Notary Public, personally appeared _____

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.

Penny Bail Bonds
1572 N. Batavia St., Ste 1A
Orange, California 92867
(714) 279-9676

Statement of Account

November 07, 2013

To: REESE, ROBERT LEE
2509 LIME ST.
Riverside, California 92501
Defendant: REESE, ROBERT LEE
Posted Date: 01/16/2009
Bond Amount: \$145,000.00

Account Activity:

Charges

Bond Fees	\$11,600.00
<u>Misc. Fees</u>	
Policy Fee	\$40.00
Misc. Fees Total	\$40.00
Total Fees	11,640.00

Payments

01/16/2009	10.00
01/16/2009	10.00
01/16/2009	10.00
01/16/2009	10.00
Total Payments	40.00

Remaining Balance \$11,600.00

Overdue Balance \$11,600.00

Next Payment Due	\$11,600.00
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Please remit any overdue amount on receipt of this notice. If you have any questions, please contact our office at the number above.

Sincerely,

Penny Bail Bonds

September 1, 2015

Don Kent, Treasurer-Tax Collector
Post Office Box 12005
Riverside, CA 92502-2205

Attn: Ms. Sandy Finley

Dear Sandy;

Pursuant to our recent conversation regarding excess proceeds Riverside county is holding regarding Robert Reese property, I am Gary Konnecke owner of Penny Bail Bonds as of January 21th, 2009 when our lien was recorded. Per the promissory note signed by Robert Lee Reese the principal of \$11600.00 plus interest of 7056.67 for a total of \$18656.00. Interest has accrued at 10% per annum for 73 months.

Attached is a copy of my Bail Agents License showing that Penny Bail Bonds is a registered name under my license, a copy of the original deed of trust signed by Mr. Reese and a copy of the full reconveyance issued by Mr. Robert Nairin on behalf of International Fidelity Insurance, releasing their interest in the property. We are in possession of this reconveyance and will release for recording when outstanding accounts receivable is released to me.

If you need any other documentation please feel free to contact me. I understand there is a 90 day waiting period before funds will be released.

I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents is true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent revocation of license.



Gary J. Konnecke
101 2nd street #321
Petaluma, Ca. 94952
714-420-8821
gjkonn@gmail.com

9-28-2015

Don Kent Treasurer
4080 Lemon Street, 4th Floor
Riverside, Ca. 92502

Attn: Sandy Finley
Tax Sale Operations Unit

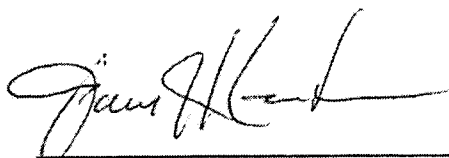
Re: APN: 209141001-2
TC 197, Item 8
Date of Sale: August 20, 2013

Dear Sandy:

Please consider this letter as authorization for Judy Hodel to claim on behalf of Penny Bail Bonds in the excess proceed claim on the property referenced above. Also since we are not sure when this claim will be approved and distributed we have frozen the amount owed to \$18656.00 per my letter to you on September 1, 2015. We will not claim any additional interest pending settlement of our claim. When settlement is accomplished please mail the proceeds to 101 2nd street #321, Petaluma, Ca. 94952. We will immediately release the deed of reconveyance to help you clear the title.

Thanks for all your help.....

Yours truly,



Gary J. Konnecke

ACKNOWLEDGMENT

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 SONOMA

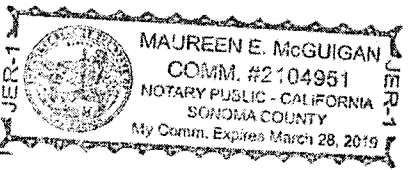
On 09/28/2015 before me, Maureen E. McGuigan
(insert name and title of the officer)

personally appeared Gary J. Konneck Notary Public
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 Maureen E. McGuigan (Seal)



California Department of Insurance

GARY JAMES KONNECKE

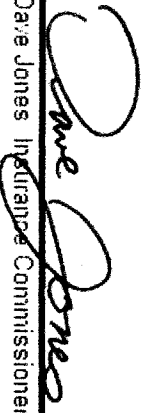
License # 1582196

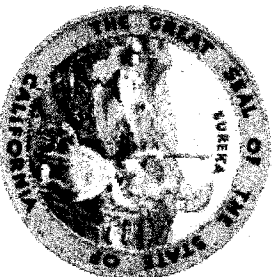
DBA: BAIL BOND STORE
DBA: PENNY BAIL BONDS

Pursuant to the requirements of the State of California Insurance Code,
GARY JAMES KONNECKE is authorized to act in the following capacity:

<u>License</u>	<u>Effective Date</u>	<u>Expiration Date</u>
<u>Bail</u>	10/01/1980	06/30/2017
<u>Qualification</u>		
<u>Bail Agent</u>	10/01/1980	

Business Address: 1572 N. Batavia St., Ste 1a, Orange, California 92867


Dave Jones Insurance Commissioner



RECORDING REQUESTED BY

Agent Name and Address:

FILE COPY

AND WHEN RECORDED MAIL TO
**INTERNATIONAL FIDELITY
INSURANCE COMPANY**
P.O. BOX 9810: CALABASAS, CA 91372-9810
TELEPHONE (800) 935-2245

DOC # 2009-0026270
01/21/2009 08:00A Fee: 11.00
Page 1 of 1

Recorded in Official Records
County of Riverside

Larry U. Ward
Assessor, County Clerk & Recorder



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DEED OF TRUST

This Deed of Trust, made this 20TH day of January, 2009, between Robert Lee Reese herein called TRUSTOR, and Robert W. Nairn and Jeffrey S. Nairn, herein called TRUSTEE, and INTERNATIONAL FIDELITY INSURANCE COMPANY, herein called BENEFICIARY, WITNESSETH: That Trustor hereby GRANTS TO TRUSTEE, IN TRUST, WITH POWER OF SALE, all that property in the County of Riverside, in the State of California, described as:

Lot 13 Block 2 Tract 0301.00 APN 209-141-001
as per map recorded in Book 8 Page 54
County Recorder of Riverside County of Maps, Official Records in the office of the
Commonly known as 2509 Lime St. Riverside, Ca 92501

FOR THE PURPOSE OF SECURING payment to the said Beneficiary, of the monies due to and of all losses, damages, expenditures and liability suffered, sustained, made or incurred by INTERNATIONAL FIDELITY INSURANCE COMPANY, hereinafter called the Surety or Beneficiary (and as more fully set forth and described in a certain Bail Bond Agreement, which agreement is made a part hereof by reference as though herein fully set forth) on account of, growing out of, or resulting from the execution of a certain bond on behalf of Robert Lee Reese in the matter of People of the State of Ca vs. Robert Lee Reese AMOUNTS and the matter set forth in the said indemnity agreement, are security. (Power No. TS55X2337, 28, TS100K13673, IS30X5592) AND FOR WHICH

IT IS AGREED AND CONDITIONED that a certificate signed by the Beneficiary at any time hereafter setting forth that the said bond has been declared forfeited or that a loss, damage, expenditure or liability has been sustained by the Surety or Beneficiary on account of the aforesaid Undertaking, the date(s) and amount(s) of such loss, damages, expenditures and/or liability, that payment has been demanded of the party or parties on whose behalf the aforesaid Undertaking was or is about to be executed; and that such loss, damages, expenditures or determined liability has not been paid to the Beneficiary, shall be conclusive and binding on the Trustor, and shall be the warrant of the Trustee to proceed forthwith to foreclose and sell upon the security herein, and from the proceeds of sale (after deducting expenses including cost and search of evidence of title) pay to the Beneficiary the amount so certified, including interest at the highest legal rate per month from demand to date of payment and attorney fees.

IT IS FURTHER AGREED THAT: Upon delivery of said Certificate to the Trustee, the Beneficiary may declare all sums or obligations secured hereby due and payable by delivery to the 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 the Trustee shall cause to be duly filed for record.

IT SHALL BE DEEMED SUFFICIENT if proceedings to foreclose and sell the security herein are executed by any one of the above-named Trustees and it shall be deemed sufficient if a full reconveyance is executed by any one of the above-named Trustees; and said one Trustee shall be deemed to be the attorney-in-fact for the other Trustees for those purposes. The authority thus granted herein shall be deemed to be coupled with an interest and shall not be affected by the death or incompetency of any of the Trustees for whom such one Trustee shall be acting.

THE UNDERSIGNED TRUSTOR REQUESTS that a copy of any notice of default and of any notice of sale hereunder be mailed to him/her at his/her mailing address opposite his/her signature hereto. Failure to insert such address shall be deemed a waiver for a copy of such notices.

SIGNATURE OF TRUSTOR Robert Lee Reese STREET AND NUMBER 2509 LIME ST. CITY RIVERSIDE, CA. STATE CA. ZIP 92501

STATE OF California }
COUNTY OF Riverside } ss.

(Seal)



On January 20, 2009 before me, Marco A. Mayorquin, Notary Public personally appeared Robert Lee Reese 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 Marco A. Mayorquin



BAIL BOND AGREEMENT

WHEREAS the undersigned, hereinafter called the First Party, whether one or more, have made or do now make application to Fenny Bail Bonds hereinafter called the Second Party, to have executed or secure the execution by the (fill in company name) Intl. Fidelity Ins Co. hereinafter called the Surety, of a Bail Bond in the penal sum of \$ 145,000.00 on behalf of Robert Lee Reese hereinafter called the Defendant, and

WHEREAS, upon and with the express understanding and condition that this agreement would be executed by the First Parties, the Second Party has heretofore arranged for the execution of said Bail Bond or does hereby agree to arrange for the execution of the same

NOW, THEREFORE, in consideration of the Second Party arranging for the execution of the Bail Bond aforementioned, or in the event that said Bail Bond shall already have been executed and the Defendant released from custody thereon, then and for and in consideration of the Second Party causing the Surety to permit the Defendant to remain for the time being free from the custody of the Court under said Bail Bond, the First Party and each of them do hereby jointly and severally agree and promise as follows:

TO PAY TO THE SECOND PARTY THE SUM OF \$ 2000 Per Prop. 104 1,600.00 FIRST as premium for and upon the execution of said Bail Bond and a like sum annually in advance each year hereafter until the Surety shall be legally discharged from all liability thereunder, and to pay to the Second Party charges for extraordinary services, if any

The said premium shall be regarded as fully earned immediately upon the filing of said Bail Bond, and the fact that the Defendant may have been improperly taken into custody or his Bail reduced, or his cause dismissed forthwith shall not obligate the Second Party to waive or return said premium or any portion thereof

SECOND

To indemnify and to at all times save harmless the Second Party in the Surety from and against any and all liability, demands, expenses, attorney's fees, debts, damages, judgments, or losses of every kind, character or nature that the Second Party or the Surety shall or may at any time or on any cause sustain, incur or be put to by reason of the execution or the arranging or obtaining the execution of the bail bond aforementioned or any renewal thereof or any bond issued in continuance thereof or as a substitute therefor, to pay to the Second Party or the Surety immediately upon demand the penal amount of said bail bond whenever the Second Party or the Surety deems such payment necessary for protection, upon any change of condition which increases the hazard, which sum shall be retained and used by the Second Party or the Surety as security hereunder; TO PAY TO THE SECOND PARTY OR THE SURETY IMMEDIATELY UPON THE DECLARATION OF FORFEITURE OF SAID BAIL BOND THE PENAL AMOUNT THEREOF

THIRD

To aid and cooperate with the Second Party or the Surety in securing the release or examination of the Second Party or the Surety from any and all liability under said bail bond, including the surrender of the Defendant to the custody of the Court should the Second Party or the Surety in its sole discretion deem such action necessary or advisable, and even though such surrender may have been made before the bail bond has been forfeited or any liability incurred thereon by the Second Party or the Surety and no obligation shall exist on the part of the Second Party or the Surety to return or waive the premium or any portion thereof, except as may be otherwise required by law or the rules of the Insurance Commissioner

FOURTH

To reimburse the Second Party or the Surety, in an amount not to exceed the penal amount of the bail bond, for any and all expenses or liabilities incurred in searching for, recapturing or returning the Defendant to the custody of the Court, including salaries of employees during the time spent apprehending or endeavoring to apprehend the Defendant, expenses for private detectives, rewards, traveling expenses, telegrams, telephone calls, automobile expenses, railroad or air fares, meals and any and all other expenses or liabilities incurred by the Second Party or the Surety in making application to the Court for an order to vacate or set aside the order of forfeiture or judgment entered thereon and even though such expenses may have been incurred before any order had been made forfeiting said bail bond or even though such expenses may have been incurred after the time for the setting aside of the forfeiture declared upon the said bail bond shall have expired, that an itemized statement of such expenses shown to by the Second Party or any officer or attorney-in-fact of the Surety shall be accepted as prima facie evidence of the fact and extent of such expenses in any and all suits hereunder. All money owing to the Second Party, pursuant to this Agreement, that is in arrears for a period of 30 days, shall accrue monthly at the highest legal rate of interest. Additionally, First Party hereby authorizes Second Party to conduct a credit check and other financial inquiries on First Party.

FIFTH

This agreement shall apply to any and all other bail bonds executed for the Defendant on the same charge for which the above mentioned bail bond was executed or any other charge connected therewith or arising out of the same general transaction or circumstances regardless of whether said bail bond or bonds are filed before or after conviction or on appeal, but not in a greater amount

SIXTH

That any and all money or other property which the undersigned or any of them have paid or deposited or may pay or deposit with the Second Party or the Surety, in which or may at any time be in the hands of the Second Party or the Surety belonging to the undersigned, may be held by the Second Party or the Surety as collateral or at the option of the Second Party or the Surety may be applied as collateral security or indemnity for the matters contained herein or any of them. But nothing herein shall be a waiver by the depositor of any money or property or by any guarantor of any right or rights he may have or shall hereafter acquire in connection therewith as against the Surety

SEVENTH

To pay the Second Party or the Surety attorney's fees in the event of suit hereunder for breach of this agreement incurred by the Second Party or the Surety under this indemnity agreement.

EIGHTH

In making application for the hereinabove described bail bond we warrant all of the statements made on the reverse of this page to be true and we agree to advise the Second Party or the Surety or its agent of any change (especially change of address) within 48 hours after such change has occurred and agree that any failure to so notify shall be cause for the immediate surrender of the Defendant

IN WITNESS WHEREOF THE UNDERSIGNED DO HEREBY ACKNOWLEDGE RECEIPT OF THE FOREGOING AGREEMENT AND VERILY STATE THAT THEY AND EACH OF THEM HAVE CAREFULLY READ THE SAME AND UNDERSTAND THE CONTENTS THEREOF and do now set

their hand this 16TH day of January 2009
Robert L. Reese
Address 2509 LIND ST. RIVERSIDE CA 92501
Address _____
Address _____
Address _____
Address _____
Address _____

PLEASE READ CAREFULLY AND TAKE COPY

Accrued Interest for Deed of Trust on 209141001-2

Original Loan Amount **\$11,600.00**
% Rate 10 per annum = **\$1,160.00** per year
Interest per day = **\$3.18**

Amount owing as of 01/21/2009		\$11,600.00
Interest from 01/21/09 to 01/21/10	\$1,160.00	\$12,760.00
Interest from 01/21/10 to 01/21/11	\$1,160.00	\$13,920.00
Interest from 01/21/11 to 01/21/12	\$1,160.00	\$15,080.00
Interest from 01/21/12 to 01/21/13	\$1,160.00	\$16,240.00
Interest from 01/21/2013 to 08/20/2013 (211 days)	\$670.98	\$16,910.98

Total **\$16,910.98**