

FORM APPROVED COUNTY COUNSEL 12/22/15  
 BY: GREGORY P. PRIAMOS DATE

Departmental Concurrence

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

116A



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

**SUBMITTAL DATE:**  
**OCT 22 2015**

**SUBJECT:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 197, Item 90. Last assessed to: Karen L. Brown, Survivor Trustee of the Brown Family Trust dated May 11, 2004. District 1 [\$22,196]. Fund 65595 Excess Proceeds from Tax Sale.

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the claim from Karen L. Brown, Trustee, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 361223034-8;
- (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*  
 Don Kent  
 Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 22,196	\$ 0	\$ 22,196	\$ 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 12/2/15*  
 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:

**9-8**

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

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 197, Item 90. Last assessed to: Karen L. Brown, Survivor Trustee of the Brown Family Trust dated May 11, 2004. District 1 [\$22,196]. Fund 65595 Excess Proceeds from Tax Sale.

**DATE:** OCT 22 2015  
**PAGE:** Page 2 of 2

**RECOMMENDED MOTION:**

2. Deny the claim from Prenovost, Normandin, Bergh & Dawe;
3. Authorize and direct the Auditor-Controller to issue a warrant to Karen L. Brown, Trustee in the amount of \$22,196.46, 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 Karen L. Brown, Trustee based on a Quitclaim Deed recorded May 20, 2004 as Instrument No. 2004-0382686, Quitclaim Deed recorded February 3, 2009 as Instrument No. 2009-0050550, the Brown Family Living Trust dated May 11, 2004 and the death certificate of Glenn Robert Brown.
2. Claim from Prenovost, Normandin, Bergh & Dawe based on a Deed of Trust recorded September 23, 2008 as Instrument No. 2008-0517021.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Karen L. Brown, Trustee be awarded excess proceeds in the amount of \$22,196.46. The claim from Prenovost, Normandin, Bergh & Dawe be denied since the claim is not against our property or last assessee. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

**Impact on Citizens and Businesses**

Excess proceeds are being released to the last assessee 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 197 Item 90 Assessment No.: 361223034-8

Assessee: BROWN, KAREN L TR

Situs:

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 \$ 22196.44 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. \_\_\_\_\_; recorded on \_\_\_\_\_. 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 Sept 30 day of September, 2014 at San Bernardino, California  
County, State

Karen L Brown TR  
Signature of Claimant

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

Karen L. Brown  
Print Name

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

7575 Escondido Ave  
Street Address

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

Oak Hills, CA 92344  
City, State, Zip

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

(760) 947-8163  
Phone Number

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

RECEIVED  
2014 OCT -1 PM 3:16  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Glenn & Karen Brown  
7575 Escondido Avenue  
Oak Hills, CA 92345

DOC # 2004-0382686

05/20/2004 08:00A Fee:7.00  
Page 1 of 1  
Recorded in Official Records  
County of Riverside  
Gary L. Orso  
Assessor, County Clerk & Recorder



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

TIA:005

MAIL TAX STATEMENT TO:

same as above      "This conveyance transfers an interest into  
or out of a Living Trust, R & T 11930"

APN 361-223-034 ✓

DOCUMENTARY TRANSFER TAX S-0- No Consideration

— Computed on the consideration or value of property conveyed, OR  
— Computed on the consideration or value less liens or encumbrances  
remaining at time of sale.      (7)



Glenn R. Brown  
Signature of Declarant or Agent determining tax— Firm Name

QUITCLAIM DEED

FOR NO CONSIDERATION, Glenn R. Brown, a married man as his sole and separate property, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to: Glenn R. Brown and Karen L. Brown, Settlers and Trustees or their successors in trust, under the BROWN FAMILY LIVING TRUST dated May 11, 2004 and any amendments thereto, the real property in the City of Lake Elsinore, County of Riverside, State of California, described as:

LOTS 7, 8, 9, 10, 15, 16, 17 and 18 IN BLOCK 40 OF LAKE ELSINORE COUNTRY CLUB HOME ACRES, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGES 2 AND 3 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

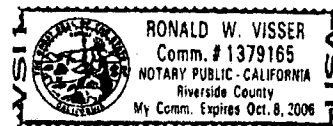
Dated May 10, 2004

Glenn R. Brown  
GLENN R. BROWN

STATE OF CALIFORNIA )  
  ) SS.  
COUNTY OF SAN BERNARDINO )

On May 11, 2004, before me, Ronald W. Visser, Notary Public, personally appeared Glenn R. Brown, personally known to me (or proved to me to on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Signature [Signature]

(This area for official notarial seal)

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL DOCUMENT AND TAX STATEMENT TO:

NAME Karen L. Brown  
STREET 7575 Escondido Avenue  
ADDRESS Oak Hills, CA  
CITY, STATE 92344  
ZIP CODE

TITLE ORDER NO. \_\_\_\_\_  
ESCROW NO. \_\_\_\_\_

DOC # 2009-0050550

02/03/2009 08:00A Fee:9.00

Page 1 of 1

Recorded in Official Records

County of Riverside

Larry U. Ward

Assessor, County Clerk & Recorder



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M	A	L				NCOR	SMF	NCHG	EXAM
					T:		CTY	UNI	034

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**QUITCLAIM DEED**

TRA: \_\_\_\_\_

APN: 361223034-8

The undersigned grantor(s) declare(s)

DOCUMENTARY TRANSFER TAX \$ 0

- computed on full value of property conveyed, or
- computed on full value less liens and encumbrances remaining at time of sale.
- Unincorporated Area City of \_\_\_\_\_

C  
034

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, I (We) Karen L. Brown, widow of Glenn R. Brown.

(NAME OF GRANTOR(S))

hereby remise, release and quitclaim to Karen L. Brown, survivor trustee of the Brown Family Trust dated May 11, 2004.

(NAME OF GRANTEE(S))

the following described real property in the City of \_\_\_\_\_, County of Riverside, State of California

(Insert Legal Description)

Lots 7, 8, 9, 10, 15, 16, 17 and 18 in block 40 of Lake Elsinore Country Club Home Acres, as shown by map on file in book 13, pages 2 and 3 of maps, records of Riverside County, California.

DATED: February 2, 2009

Karen L. Brown

STATE OF CALIFORNIA  
COUNTY OF Riverside

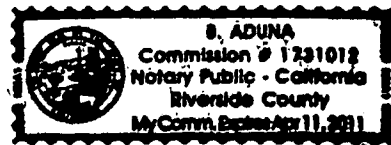
On February 2, 2009 before me, B. Aduna, Notary Public, personally appeared  
(here insert name and title of the officer)

Karen L. Brown  
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 B. Aduna (SEAL)



MAIL TAX STATEMENT AS DIRECTED ABOVE

Public Record

**THE**  
**BROWN FAMILY**  
**LIVING TRUST**

PREPARED BY  
**RONALD W. VISSER**  
**REAL ESTATE AND LEGAL SERVICES**  
24250 POSTAL AVE., SUITE #201  
MORENO VALLEY, CA 92553  
909-242-6007

# FAMILY TRUST-TABLE OF CONTENTS

Your Family Trust is designed to be a tool to help you organize all aspects of your estate. It contains the following:

- 1. FAMILY TRUST:** Your Family Trust is a revocable living trust that provides for probate avoidance and possible estate tax-savings, along with personalized instructions in the event of your disability, and a detailing of how you want your assets to be distributed to your loved ones.
- 2. SCHEDULE 'A':** This is an inventory of your assets that have been placed in the Trust or have been designated for beneficiaries.
- 3. MEMORANDUM OF TRUST:** This enables you to provide proof of the Trust to selected individuals or investment sources without revealing financial or estate planning information you want kept confidential.
- 4. DURABLE POWER OF ATTORNEY and ADVANCE HEALTH CARE DIRECTIVE:** These documents enable you to name people to act on your behalf and transfer assets into your Family Trust should you become disabled or unable to make the transfer yourself. It also allows you to express your desires relative to the use of life-support measures.
- 5. LAST WILL AND TESTAMENT:** This document accompanies your Trust and its purpose is to transfer or 'pour-over' any assets outside the trust at the time of death so that all assets will be distributed according to your wishes.
- 6. MEMORIAL INSTRUCTIONS:** It is very helpful to your loved ones to provide clear instructions relative to funeral and memorial arrangements.
- 7. INSURANCE INVENTORY:** This is a form on which you can summarize all your insurance information for the benefit of your family.
- 8. LOCATOR FILE:** Here is a place for you to list names, addresses, and phone numbers of the important people in you life. (Doctor, minister, tax preparer, etc.)
- 9. PERSONAL REPRESENTATIVE'S CHECK LIST:** This is a list of the various things one must think about when there is a death in the family and you're in charge.
- 10. TRUST INSTRUCTION GUIDE:** This guide helps explain the steps to be taken in placing your assets into the trust and answers some common trust questions.

3. Trustees:

3.1 The trustees of Brown Family Living Trust and all subtrusts created pursuant to Paragraph 5 of this trust shall be GLENN R. BROWN and KAREN L. BROWN.

Either of these trustees, alone, may act for, and represent the trust in any transaction.

3.2 The first settlor or trustor to die shall be called the "deceased settlor." The living settlor or trustor shall be called the "surviving settlor."

3.3 Upon the death of the deceased settlor, the surviving settlor shall serve as sole trustee.

3.4 Upon the death or incapacity of the surviving settlor, the trustee for Brown Family Living Trust shall be Kimberly A. Brown.

If Kimberly A. Brown is unable to act or continue to act as trustee, the trustee for the Brown Family Living Trust shall be Daniel T. Brown.

3.5 As used in this instrument, the term "trustee" shall include the trustees and any successor trustee or trustees.

3.6 Any trustee shall have the right to appoint, in writing which shall be notarized, additional successor trustees to serve, in the order nominated, as trustee, if all the trustees named in this trust instrument cease or are unable to serve as trustee.

3.7 No bond shall be required of any trustee.

3.8 Except as provided in Paragraph 5.3, no trustee shall receive any compensation.

GRB [Signature]



Brown Family Living Trust

DECLARATION AND INSTRUMENT OF TRUST

1. Trust Name:

This trust shall be known as the BROWN FAMILY LIVING TRUST.

1.1 This Trust hereby revokes all trusts, wills and codicils at any time heretofore made by either of us.

2. Trust Property:

2.1 GLENN R. BROWN, SS# \_\_\_\_\_ and KAREN L. BROWN, SS# \_\_\_\_\_ called the "settlers" or "trustors," declare that they have set aside and hold in the Brown Family Living Trust all their interest in the property described in the attached Schedule A.


The trust property shall be used for the benefit of the trust beneficiaries, and shall be administered and distributed by the trustees in accordance with this trust instrument.

2.2 Additional or after-acquired property may be added to the trust by either settlor or both, by listing it on the appropriate schedule.

2.3 The trust property listed on Schedule A is hereby designated the community property of GLENN R. BROWN and KAREN L. BROWN.

2.4 As long as both settlers live, either settlor may revoke the Brown Family Living Trust, in writing, at any time, without notifying any beneficiary.

2.5 As long as both settlers live, the Brown Family Living Trust may be altered, amended or modified only by joint action in writing, properly notarized, by both GLENN R. BROWN and KAREN L. BROWN.

GRB 

**FAMILY**

**TRUST**

## **7. Borrowing on Trust Assets**

Your trust may borrow money or you may borrow money and secure the loans by trust assets. However, many lenders on real property will be hesitant to lend directly to your trust, and it is a common practice for a lender to request that you remove the property to be used as security from the trust before making the loan. Following the loan closing, the property may then be deeded back to the trust. In each case, when removing the property and returning it to the trust, care must be taken to have proper documents prepared.

## **8. Income Tax Returns**

All of the income of a revocable trust should be reported as the income of the settlor (trustor) and an income tax return should not be filed for the trust.

## **9. Keeping Your Trust Current**

Your trust deserves regular review to be certain it continues to meet your needs. A regular review every three to five years is prudent or, whenever significant changes occur in your financial or family situations.

#### **(f) Closely Held Businesses**

Interest in closely held corporations, business partnerships and similar enterprises are often subject to restrictive agreements. Transfer of interests of this type in trust may require modification of those agreements and will normally require that notice be given to the other interest holders.

#### **(g) Cars, Boats, Etc.**

It is possible to transfer title to your personal car, truck, recreational vehicle, or boat to your trust, but doing so will involve a formal change of ownership through the DMV. It may prove more convenient to hold title to these assets as individuals.

### **5. Designation of Beneficiary**

#### **(a) Life Insurance**

It is important to have your spouse, successor trustee, or another person named as the direct beneficiary and as secondary beneficiary of any life insurance policies on your life so that these persons can apply the benefits, tax-free, as directed by the trust.

#### **(b) Retirement Benefits**

The selection of a beneficiary for retirement benefits, including IRAs, can have significant income tax consequences. By naming your trust as either primary or secondary beneficiary, doing so may affect the income taxation of your benefits in unintended ways. You will want to be certain you understand the income tax effects before designating your trust as beneficiary. It is usually preferable to have the primary beneficiary be your spouse or your significant other and the secondary beneficiary be your successor trustee.

### **6. Making Gifts**

As you are the owner of your revocable trust, it is logical to assume that you may make gifts from the assets of your trust. Unfortunately, the IRS has taken the position that gifts from a revocable trust do not qualify for the \$10,000 annual gift exclusion. Furthermore, they have argued that gifts made from a revocable trust may be subjected to estate taxation if made within three years of death. Estate taxation occurs when your taxable estate is \$1,100,000 or more. For those reasons, the proper procedure for making gifts with assets held in trust will be to remove the asset from the trust first and then make the gift.

**(iii) FDIC Insurance**

The FDIC provides insurance coverage for certain accounts with federally insured institutions. As a general matter, your trust will not be treated as a specific entity in qualifying for insurance coverage. This means that all accounts held in one bank, whether held in your name or your trust's name, will normally be insured only to the extent of the maximum coverage, presently \$100,000.00.

**(b) Securities & Investment Accounts**

You will generally want all stocks, bonds, mutual funds, and investment accounts with brokerage firms held in your trust. Your broker or transfer agent will normally wish to see a copy of your trust. For transferring U.S. Savings Bonds into your trust, call the U.S. Savings Bond Department at 800-333-2919, and they will send you the transfer forms.

**(c) Real Property**

Your personal residence and investment real property should generally be held in the trust. Real property actively involved in active development may be held in trust but doing so may complicate dealings with lenders and others involved in the development. It is generally the case that lenders on real property will prefer that title be held in your name at the time new loans are recorded. However, it will usually be a simple matter to remove property from your trust by deed so that a new loan may be recorded and return it to the trust via deed when the loan transaction is completed.

The transfer of California real property to a revocable trust will not normally cause a reassessment for tax purposes. At the time of recording the deed, a Preliminary Notice of Change of Ownership must also be filed to explain the nature of the transfer for tax purposes. This form must be carefully completed to avoid reassessment of the property after transfer. If you need assistance transferring additional real property after the trust has been completed, I can provide this service for a nominal charge.

**(d) Promissory Notes; Deeds of Trust**

Notes payable to you, including notes secured by deeds of trust or mortgages, should generally be transferred into your trust. The trust will usually be accomplished by an assignment of the note and, where appropriate, the deed of trust. An assignment of a note secured by a deed of trust should be recorded in the county where the property is located.

**(e) Partnership Interests**

Investments Partnership Interests should be held in trust where permitted by the partnership agreement. Often the consent of the general partner will be required to transfer a limited partnership interest and, the consent of the other partners may be required to transfer a general partnership interest. If the partnership holds real property, it may be necessary to record a revised Statement of Partnership or amend other partnership registrations.

# REVOCABLE LIVING TRUST

## INSTRUCTION GUIDE

### 1. Purpose of Guide

The purpose of this guide is to describe the steps to be taken in placing your assets in your revocable trust and to answer some of the questions that may arise in using your trust. If you do not find the answer to a question in this guide, or if the directions in the guide seem inappropriate, please don't hesitate to call our office.

### 2. Taking Title to Assets in the Trust

The general form of title to assets held in trust will be as follows:  
GLENN R. BROWN and KAREN L. BROWN, Settlers and Trustees, or their successors in trust,  
under the BROWN FAMILY LIVING TRUST, dated May 11, 2004 and any amendments thereto.

In most instances where an asset is to be held in trust, title should be taken in this form.

### 3. Taxpayer ID #

The proper taxpayer ID # for a revocable trust is the social security number of one of the trustors/settlers. When the trustors are no longer acting as trustees of their trust, the taxpayer ID # will be the successor trustee's social number.

### 4. How to Transfer Assets Into the Trust

#### (a) Bank Accounts

##### (i) Which Accounts to Transfer

The trustee of your trust will have ready access to any bank savings account, certificate of deposit, money market account or other account at a financial institution so that most of your accounts of this type should be held in trust. However, you may find it convenient to maintain your personal checking account outside the trust so that checks written for such items as groceries, utilities, etc., will bear your own name rather than that of the trust. Funds may be moved between your personal account and trust accounts without limitation, except for early withdrawal fees that may apply.

##### (ii) Copy of Trust Agreement

Your bank may wish to have a copy of your trust agreement when you set up your bank account so you will want to take a copy along for that purpose.

ATTESTATION

This instrument was, on the date hereof, signed, published and declared by KAREN L. BROWN, to be her Last Will and Testament, in our presence and in the presence of each of us and we, at the same time, at her request, in her presence and in the presence of each other, have hereunto signed our names and addresses as attesting witnesses and on the date written below, KAREN L. BROWN was over eighteen years of age and appeared to be of sound mind. Each of us declares that he/she has no knowledge of any facts indicating that this instrument, or any part of it, was procured by duress, menace, fraud, or undue influence.

We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on this 11 day of May, 2004, at Redlands, California.

Shelley Kay Baland  
Witness Signature

\_\_\_\_\_  
Address

Shelley Baland  
Witness (print name)

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

[Signature]  
Witness Signature

\_\_\_\_\_  
Address

Ronald W. Visser  
Witness (print name)

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

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at the City of Redlands, State of California, this 11 day of May, 2004, in the presence of the subscribing witnesses whom I have requested to become attesting witnesses hereto.



KAREN L. BROWN



ITEM IV

If the BROWN FAMILY LIVING TRUST has been completely revoked, I then devise and bequeath my estate in trust to GLENN R. BROWN, as trustee, without bond, or if he is unable or unwilling to act, then to the persons appointed as successor co-Personal Representatives below, in the order provided, as trustees, without bond, to be held, administered and distributed according to the terms and provisions of the BROWN FAMILY LIVING TRUST instrument. Such terms and conditions are incorporated herein by this reference as though set forth in full.

ITEM V

I appoint my spouse, GLENN R. BROWN, as Personal Representative of this Will, with full power and authority to sell, transfer and convey any and all property, real or personal, which I may own at the time of my death, at such time and place and upon such terms and conditions as my Personal Representative may determine, without necessity of obtaining a court order.

If my spouse does not survive me or, if he fails to qualify or, if having qualified should die, resign or become incapacitated, then in that event I nominate and appoint KIMBERLY A. BROWN as successor Personal Representative of this Will and as trustees of any trusts created by this Will, with all the powers and duties afforded my Personal Representative herein.

If KIMBERLY A. BROWN does not survive me or, if she fails to qualify or, if having qualified should die, resign or become incapacitated, then in that event I nominate and appoint DANIEL T. BROWN as successor Personal Representative of this Will and as trustees of any trusts created by this Will, with all the powers and duties afforded my Personal Representative herein .

I direct that no Personal Representative or Trustee nominated and appointed by me shall be required to furnish any bond or other security.



LAST WILL AND TESTAMENT  
OF  
KAREN L. BROWN

I, KAREN L. BROWN, a resident of the County of San Bernardino, State of California, being of sound and disposing mind, memory and understanding, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all wills and codicils at any time heretofore made by me.

ITEM I

For information purposes, at the time of this Will, I am married to GLENN R. BROWN and have two (2) living children, namely: Kimberly A. Brown, born 12/20/74 and Daniel T. Brown, son, born 8/10/80.

ITEM II

I devise and bequeath my entire estate to the Trustees named under that certain Declaration of Trust dated the same date as this Will, in the order therein provided, as trustees, in trust, for the benefit of the BROWN FAMILY LIVING TRUST. The BROWN FAMILY LIVING TRUST was created, and executed, prior to this will.

ITEM III

Transfers of my estate by this will to the BROWN FAMILY LIVING TRUST shall be added to and become a part of the principal thereof, to be held, administered, and distributed according to its terms and provisions (and any amendments thereto) in effect at my death. My estate shall include all property (of whatever kind or character, whether real, personal or mixed, and wheresoever located) which I own, of which I die possessed, to which I may in any manner be entitled, or over which I may at the time of my death have the power of appointment (including as principal any undistributed and accrued income of my estate during the period of administration). I do not intend by this Will to revoke, or in any manner alter, the dispositive provisions of the BROWN FAMILY LIVING TRUST; nor do I intend hereby to exercise any powers of appointment which I may possess under said trust.

*KLB*

ATTESTATION

This instrument was, on the date hereof, signed, published and declared by GLENN R. BROWN, to be his Last Will and Testament, in our presence and in the presence of each of us and we, at the same time, at his request, in his presence and in the presence of each other, have hereunto signed our names and addresses as attesting witnesses and on the date written below, GLENN R. BROWN was over eighteen years of age and appeared to be of sound mind. Each of us declares that he/she has no knowledge of any facts indicating that this instrument, or any part of it, was procured by duress, menace, fraud, or undue influence.

We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on this 11 day of May, 2004, at Redland, California.

  
\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Address

Ronald W. Visser  
\_\_\_\_\_  
Witness (print name)

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

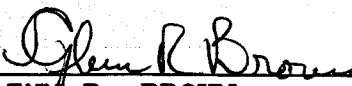
Shelley Kay Baland  
\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Address

Shelley Baland  
\_\_\_\_\_  
Witness (print name)

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

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal at the City of REDLANDS, State of California, this 11 day of May, 2004, in the presence of the subscribing witnesses whom I have requested to become attesting witnesses hereto.

  
\_\_\_\_\_  
GLENN R. BROWN

ITEM IV

If the BROWN FAMILY LIVING TRUST has been completely revoked, I then devise and bequeath my estate in trust to KAREN L. BROWN, as trustee, without bond, or if she is unable or unwilling to act, then to the persons appointed as successor co-Personal Representatives below, in the order provided, as trustees, without bond, to be held, administered and distributed according to the terms and provisions of the BROWN FAMILY LIVING TRUST instrument. Such terms and conditions are incorporated herein by this reference as though set forth in full.

ITEM V

I appoint my spouse, KAREN L. BROWN, as Personal Representative of this Will, with full power and authority to sell, transfer and convey any and all property, real or personal, which I may own at the time of my death, at such time and place and upon such terms and conditions as my Personal Representative may determine, without necessity of obtaining a court order.

If my spouse does not survive me or, if she fails to qualify or, if having qualified should die, resign or become incapacitated, then in that event I nominate and appoint KIMBERLY A. BROWN as successor Personal Representative of this Will and as trustees of any trusts created by this Will, with all the powers and duties afforded my Personal Representative herein.

If KIMBERLY A. BROWN does not survive me or, if she fails to qualify or, if having qualified should die, resign or become incapacitated, then in that event I nominate and appoint DANIEL T. BROWN as successor Personal Representative of this Will and as trustees of any trusts created by this Will, with all the powers and duties afforded my Personal Representative herein .

I direct that no Personal Representative or Trustee nominated and appointed by me shall be required to furnish any bond or other security.



LAST WILL AND TESTAMENT  
OF  
GLENN R. BROWN

I, GLENN R. BROWN, a resident of the County of San Bernardino, State of California, being of sound and disposing mind, memory and understanding, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all wills and codicils at any time heretofore made by me.

ITEM I

For information purposes, at the time of this Will, I am married to KAREN L. BROWN and have two (2) living children, namely: Kimberly A. Brown, born 12/20/74 and Daniel T. Brown, son, born 8/10/80.

ITEM II

I devise and bequeath my entire estate to the Trustees named under that certain Declaration of Trust dated the same date as this Will, in the order therein provided, as trustees, in trust, for the benefit of the BROWN FAMILY LIVING TRUST. The BROWN FAMILY LIVING TRUST was created, and executed, prior to this will.

ITEM III

Transfers of my estate by this will to the BROWN FAMILY LIVING TRUST shall be added to and become a part of the principal thereof, to be held, administered, and distributed according to its terms and provisions (and any amendments thereto) in effect at my death. My estate shall include all property (of whatever kind or character, whether real, personal or mixed, and wheresoever located) which I own, of which I die possessed, to which I may in any manner be entitled, or over which I may at the time of my death have the power of appointment (including as principal any undistributed and accrued income of my estate during the period of administration). I do not intend by this Will to revoke, or in any manner alter, the dispositive provisions of the BROWN FAMILY LIVING TRUST; nor do I intend hereby to exercise any powers of appointment which I may possess under said trust.

GB

**LAST WILL  
AND TESTAMENT**

**Part 5: Signatures**

(12) **Effect of Copy:** A copy of this form has the same effect as the original.

(13) **Signature:** Sign and date the form here:

Dated: May 11, 2004

*Karen L. Brown*  
\_\_\_\_\_  
Sign Your Name

KAREN L. BROWN  
Print Your Name

**Certificate of Acknowledgment of Notary Public**

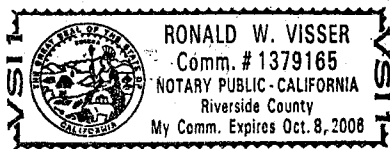
State of California            }  
  } SS.

County of San Bernardino }

On May 11, 2004, before me, Ronald W. Visser, Notary Public, personally appeared Karen L. Brown, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*Ronald W. Visser*  
\_\_\_\_\_  
Ronald W. Visser





### Part 3: Donation of Organs at Death

(10) Wishes for Organ Donation: Upon my death (mark applicable box):

(a) I give any needed organs, tissues, or parts.

(b) I give the following organs, tissues, or parts only: \_\_\_\_\_

(c) My gift is for the following purposes: *[delete any you do not want]*

(1) Transplant

(2) Therapy

(3) Research

(4) Education

### Part 4: Primary Physician

(11) Designation of Primary Physician: I designate the following physician as my primary physician:

\_\_\_\_\_  
Name of Physician

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone

**Secondary Designation:** If the physician I have designated above is not willing, able, or reasonably available to act as my primary physician, I designate the following physician as my primary physician:

\_\_\_\_\_  
Name of Physician

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone



**(5) Agent's Postdeath Authority:** My agent is authorized to make anatomical gifts, authorize an autopsy, and direct disposition of my remains, except as I state here or in Part 3 of this form:

---

**(6) Nomination of Conservator:** If a conservator of my person needs to be appointed for me by a court, I nominate the agent designated in this form. If that agent is not willing, able, or reasonably available to act as conservator, I nominate the alternate agents whom I have named, in the order designated.

## Part 2: Instructions For Healthcare

If you fill out this part of the form, you may strike any wording you do not want.

**(7) End-of-life Decisions:** I direct that my healthcare providers and others involved in my care provide, withhold, or withdraw treatment in accordance with the choice I have marked below:

**(a) Choice Not to Prolong Life**

I do not want my life to be prolonged if (1) I have an incurable and irreversible condition that will result in my death within a relatively short time, (2) I become unconscious and, to a reasonable degree of medical certainty, I will not regain consciousness, or (3) the likely risks and burdens of treatment would outweigh the expected benefits.

**(b) Choice to Prolong Life**

I want my life to be prolonged as long as possible within the limits of generally accepted healthcare standards.

**(8) Relief From Pain:** Except as I state in the following space, I direct that treatment for alleviation of pain or discomfort be provided at all times, even if it hastens my death:

---

**(9) Other Wishes:** (If you do not agree with any of the optional choices above and wish to write your own, or if you wish to add to the instructions you have given above, you may do so here.) I direct that:

---



# Advance Healthcare Directive

## Part 1: Power of Attorney for Healthcare

(1) **Designation of Agent:** I Karen L. Brown of Hesperia, San Bernardino County California, designate the following individual as my agent to make healthcare decisions for me:

**Glenn R. Brown**

7575 Escondido Avenue, Hesperia, CA 92345

760-948-5299

First Alternate Agent: If I revoke my agent's authority or if my agent is not willing, able, or reasonably available to make a healthcare decision for me, I designate as my First Alternate Agent:

**Kimberly A. Brown**


Second Alternate Agent: If I revoke my First Alternate Agent's authority or if my agent is not willing, able, or reasonably available to make a healthcare decision for me, I designate as my Second Alternate Agent:

**Daniel T. Brown**

(2) **Agent's Authority:** My agent is authorized to make all healthcare decisions for me, including decisions to provide, withhold, or withdraw artificial nutrition and hydration and all other forms of healthcare to keep me alive, except as I state here:

(3) **When Agent's Authority Becomes Effective:** My agent's authority becomes effective when my primary physician determines that I am unable to make my own healthcare decisions unless I mark the following box. If I mark this box , my agent's authority to make healthcare decisions for me takes effect immediately.

(4) **Agent's Obligation:** My agent shall make healthcare decisions for me in accordance with this power of attorney for healthcare, any instructions I give in Part 2 of this form, and my other wishes to the extent known to my agent. To the extent my wishes are unknown, my agent shall make healthcare decisions for me in accordance with what my agent determines to be in my best interest. In determining my best interest, my agent shall consider my personal values to the extent known to my agent.

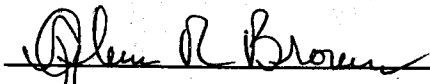


## Part 5: Signatures

(12) **Effect of Copy:** A copy of this form has the same effect as the original.

(13) **Signature:** Sign and date the form here:

Dated: May 11, 2004

  
\_\_\_\_\_  
Sign Your Name

GLENN R. BROWN  
Print Your Name

### Certificate of Acknowledgment of Notary Public

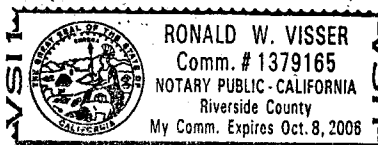
State of California        }  
  } SS.

County of San Bernardino }

On May 11, 2004, before me, Ronald W. Visser, Notary Public, personally appeared Glenn R. Brown, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Ronald W. Visser



### Part 3: Donation of Organs at Death

(10) Wishes for Organ Donation: Upon my death (mark applicable box):

(a) I give any needed organs, tissues, or parts.

(b) I give the following organs, tissues, or parts only:

(c) My gift is for the following purposes: *[delete any you do not want]*

(1) Transplant

(2) Therapy

(3) Research

(4) Education

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(11) Designation of Primary Physician: I designate the following physician as my primary physician:

\_\_\_\_\_  
Name of Physician

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone

**Secondary Designation:** If the physician I have designated above is not willing, able, or reasonably available to act as my primary physician, I designate the following physician as my primary physician:

\_\_\_\_\_  
Name of Physician

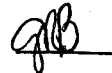
\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone



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---

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**(b) Choice to Prolong Life**

I want my life to be prolonged as long as possible within the limits of generally accepted healthcare standards.

**(8) Relief From Pain:** Except as I state in the following space, I direct that treatment for alleviation of pain or discomfort be provided at all times, even if it hastens my death:

---

**(9) Other Wishes:** (If you do not agree with any of the optional choices above and wish to write your own, or if you wish to add to the instructions you have given above, you may do so here.) I direct that:

---

# Advance Healthcare Directive

## Part 1: Power of Attorney for Healthcare

**(1) Designation of Agent:** I **Glenn R. Brown** of Hesperia, San Bernardino County California, designate the following individual as my agent to make healthcare decisions for me:

**Karen L. Brown**

7575 Escondido Avenue, Hesperia, CA 92345

760-948-5299

First Alternate Agent: If I revoke my agent's authority or if my agent is not willing, able, or reasonably available to make a healthcare decision for me, I designate as my First Alternate Agent:

**Kimberly A. Brown**

Second Alternate Agent: If I revoke my First Alternate Agent's authority or if my agent is not willing, able, or reasonably available to make a healthcare decision for me, I designate as my Second Alternate Agent:

**Daniel T. Brown**

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**(4) Agent's Obligation:** My agent shall make healthcare decisions for me in accordance with this power of attorney for healthcare, any instructions I give in Part 2 of this form, and my other wishes to the extent known to my agent. To the extent my wishes are unknown, my agent shall make healthcare decisions for me in accordance with what my agent determines to be in my best interest. In determining my best interest, my agent shall consider my personal values to the extent known to my agent.

*GRB*

I sign my name to this Durable Power of Attorney at Redlands, California, on May 11, 2004.

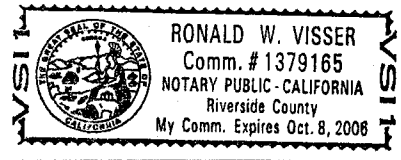
Karen L Brown  
KAREN L. BROWN

STATE OF CALIFORNIA            )  
  ) SS.  
COUNTY OF SAN BERNARDINO )

On May 11, 2004, before me, Ronald W. Visser, Notary Public, personally appeared Karen L. Brown, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Ronald W. Visser  
RONALD W. VISSER





DETERMINATION OF RESTORATION OF PRINCIPAL'S LEGAL CAPACITY:

The principal shall conclusively be presumed to have been restored to capacity when any two of the following persons execute written declarations under penalty of perjury that in their opinion, the principal has the capacity to contract and when two such certificates have been delivered to the Agent:

- (a) The principal's treating medical, licensed physician.
- (b) Any other licensed medical doctor.

or

When a Court of competent jurisdiction finds the principal no longer incapacitated.

ARTICLE III. POWERS YOU SHALL NOT HAVE

3.1 You shall NOT have these powers:

- 1. To use my assets to pay for your own legal obligations, including but not limited to support of your dependents.
- 2. To exercise any of the powers of the Trustee under an irrevocable trust of which you are the Settlor (Trustor) (Grantor) and of which I am the Trustee.
- 3. To exercise the incidents of ownership over any life insurance policies I own on your life.

3.2 I HEREBY AUTHORIZE THAT PHOTOCOPIES OF THIS DOCUMENT CAN BE RELIED UPON BY MY AGENT AND OTHERS AS THOUGH THEY WERE ORIGINALS.



8. To transfer to the Trustee of a revocable trust of which I am a Settlor (Trustor) (Grantor) and beneficiary, my assets or my interests in assets.
9. As to medical treatment, surgical treatment, and any health procedures you believe I need for my health and welfare, to give any medical or surgical consent on my behalf, or to without any consent.
10. To apply for government and insurance benefits, to prosecute and to defend legal actions, to arrange for transportation and travel, and to partition community property to create separate property for me.
11. As to gifts of my assets, (a) to make gifts to my children, (b) to make gifts in your judgment, to charitable, scientific, or educational institutions according to my pattern of charitable giving during the past five (5) years.
12. To sign and deliver a valid disclaimer under the Internal Revenue Code and the California Probate Code, when, in your judgment, my family's best interests would be served; to that end, to hire and to pay for legal and financial counsel to make that decision as to whether to file that disclaimer.

DETERMINATION OF INCAPACITY OF PRINCIPAL:

This Durable Power of Attorney shall become effective on the principal's incapacity. The principal shall be conclusively presumed to lack capacity when any two of the following persons execute written declarations under penalty of perjury that in their opinion, the principal does not have sufficient understanding or ability to make or communicate decisions about the principal's property, financial or business affairs, and when such certificates have been delivered to the Agent:

- (a) The principal's treating medical, licensed physician.
- (b) Any other licensed medical doctor.



2.2 As to any assets (a) standing in my name, or, (b) held for my benefit, or (c) acquired for my benefit, and subject to Paragraph 1.4, I give you these powers:

1. As to any commercial, checking, savings, or other bank or savings and loan account, in my name or opened for my benefit, to open, withdraw, deposit into, close, and to negotiate, endorse, or transfer any instrument affecting those accounts.
2. As to any promissory note receivable, secured or unsecured, to collect on, compromise, endorse, borrow against, hypothecate, release, and reconvey that note and any related deed of trust.
3. As to any shares of stock, bonds, or any documents of instruments defined as securities under California law, to open accounts with stock brokers (on cash or on margin) buy, sell, endorse, transfer, hypothecate and borrow against.
4. As to any real property, to collect rents, disburse funds, hire professional property managers, lease to tenants, negotiate and renegotiate leases, borrow against, renew any loan, sign any documents required for any transaction in this Paragraph 4, and to sell any of the real property.
5. As to any other property not listed in Paragraphs 1, 2, 3, and 4, to buy, sell, and dispose of, as needed in your judgment for my welfare and comfort.
6. To hire and to pay from my funds for counsel and services of professional advisors, including a firm of which you may be a member, without limitations, physicians, dentists, accountants, attorneys, legal document assistants, and investment counselors.
7. As to my income taxes and other taxes, to sign my name, hire preparers and advisors and pay for their services from my funds, and to do whatever is necessary to protect my assets from assessments as though I did those acts myself.

KLK

For Information Purposes Only:

Kimberly A. Brown

Daniel T. Brown

When you, as my Attorney in Fact, sign on my behalf under powers I give you in this document, you shall use the following form as authorized in California Civil Code Section 1095:

"KAREN L. BROWN" by "GLENN R. BROWN, Attorney in Fact",

or

"KAREN L. BROWN" by "KIMBERLY A. BROWN, Attorney in Fact",

and

"KAREN L. BROWN" by "DANIEL T. BROWN, Attorney in Fact".

1.4 My cancellation of any part of this document: If, BEFORE I SIGN THIS DOCUMENT, I cross out or write through any part of this document, and I put my initials opposite the canceled part, then I eliminate that part from the powers I give you in this document.

#### ARTICLE II. POWERS GIVEN TO THE ATTORNEY IN FACT

2.1 I, KAREN L. BROWN, as Principal, appoint you as my Attorney in Fact with full power of substitution, revocation, and delegation. I give you the powers in this document to use for my benefit and on my behalf. You shall use these powers in a fiduciary capacity.

KLB

DURABLE POWER OF ATTORNEY

This is a DURABLE POWER OF ATTORNEY under Article 3, beginning with Section 2400 of Chapter 2 of the Civil Code of the State of California.

IF THERE IS ANYTHING IN THIS DOCUMENT THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU.

ARTICLE I. DECLARATIONS

- 1.1 Effective date of this Power: May 11, 2004
- 1.2 Name and address of Principal: KAREN L. BROWN  
7575 Escondido Avenue, Hesperia CA 92345

I, Karen L. Brown, hereby revoke all prior Attorney in Fact appointments I have made under any Power of Attorney instrument.

The first person pronoun, "I" and its variations, "ME", "MINE", and "MYSELF", refer to the PRINCIPAL.

THIS DURABLE POWER OF ATTORNEY SHALL NOT BE AFFECTED BY THE SUBSEQUENT INCAPACITY OF THE PRINCIPAL.

- 1.3 Name and address of Attorney in Fact: GLENN R. BROWN  
7575 Escondido Avenue, Hesperia CA 92345

If Glenn R. Brown is unable or unwilling to act or continue to act as my Attorney in Fact, Kimberly A. Brown shall act as my Attorney in Fact. If Kimberly A. Brown is unable to act or continue to act as my Attorney in Fact, Daniel T. Brown shall act as my Attorney in Fact.

The second person pronoun, "YOU", and its variations, "YOUR", and "YOURSELF", refer to the ATTORNEY IN FACT.



I sign my name to this Durable Power of Attorney at REDLANDS, California, on May 11, 2004.

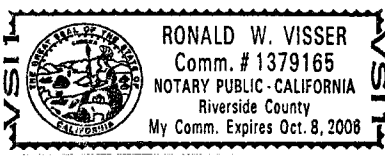
Glenn R. Brown  
GLENN R. BROWN

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF SAN BERNARDINO )

On May 11, 2004, before me, Ronald W. Visser, Notary Public, personally appeared Glenn R. Brown, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Ronald W. Visser  
RONALD W. VISSER



DETERMINATION OF RESTORATION OF PRINCIPAL'S LEGAL CAPACITY:

The principal shall conclusively be presumed to have been restored to capacity when any two of the following persons execute written declarations under penalty of perjury that in their opinion, the principal has the capacity to contract and when two such certificates have been delivered to the Agent:

- (a) The principal's treating medical, licensed physician.
- (b) Any other licensed medical doctor.

or

When a Court of competent jurisdiction finds the principal no longer incapacitated.

ARTICLE III. POWERS YOU SHALL NOT HAVE

3.1 You shall NOT have these powers:

- 1. To use my assets to pay for your own legal obligations, including but not limited to support of your dependents.
- 2. To exercise any of the powers of the Trustee under an irrevocable trust of which you are the Settlor (Trustor) (Grantor) and of which I am the Trustee.
- 3. To exercise the incidents of ownership over any life insurance policies I own on your life.

3.2 I HEREBY AUTHORIZE THAT PHOTOCOPIES OF THIS DOCUMENT CAN BE RELIED UPON BY MY AGENT AND OTHERS AS THOUGH THEY WERE ORIGINALS.

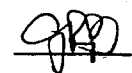
GRB

8. To transfer to the Trustee of a revocable trust of which I am a Settlor (Trustor) (Grantor) and beneficiary, my assets or my interests in assets.
9. As to medical treatment, surgical treatment, and any health procedures you believe I need for my health and welfare, to give any medical or surgical consent on my behalf, or to without any consent.
10. To apply for government and insurance benefits, to prosecute and to defend legal actions, to arrange for transportation and travel, and to partition community property to create separate property for me.
11. As to gifts of my assets, (a) to make gifts to my children, (b) to make gifts in your judgment, to charitable, scientific, or educational institutions according to my pattern of charitable giving during the past five (5) years.
12. To sign and deliver a valid disclaimer under the Internal Revenue Code and the California Probate Code, when, in your judgment, my family's best interests would be served; to that end, to hire and to pay for legal and financial counsel to make that decision as to whether to file that disclaimer.

DETERMINATION OF INCAPACITY OF PRINCIPAL:

This Durable Power of Attorney shall become effective on the principal's incapacity. The principal shall be conclusively presumed to lack capacity when any two of the following persons execute written declarations under penalty of perjury that in their opinion, the principal does not have sufficient understanding or ability to make or communicate decisions about the principal's property, financial or business affairs, and when such certificates have been delivered to the Agent:

- (a) The principal's treating medical, licensed physician.
- (b) Any other licensed medical doctor.





2.2 As to any assets (a) standing in my name, or, (b) held for my benefit, or (c) acquired for my benefit, and subject to Paragraph 1.4, I give you these powers:

1. As to any commercial, checking, savings, or other bank or savings and loan account; in my name or opened for my benefit, to open, withdraw, deposit into, close, and to negotiate, endorse, or transfer any instrument affecting those accounts.
2. As to any promissory note receivable, secured or unsecured, to collect on, compromise, endorse, borrow against, hypothecate, release, and reconvey that note and any related deed of trust.
3. As to any shares of stock, bonds, or any documents of instruments defined as securities under California law, to open accounts with stock brokers (on cash or on margin) buy, sell, endorse, transfer, hypothecate and borrow against.
4. As to any real property, to collect rents, disburse funds, hire professional property managers, lease to tenants, negotiate and renegotiate leases, borrow against, renew any loan, sign any documents required for any transaction in this Paragraph 4, and to sell any of the real property.
5. As to any other property not listed in Paragraphs 1, 2, 3, and 4, to buy, sell, and dispose of, as needed in your judgment for my welfare and comfort.
6. To hire and to pay from my funds for counsel and services of professional advisors, including a firm of which you may be a member, without limitations, physicians, dentists, accountants, attorneys, legal document assistants, and investment counselors.
7. As to my income taxes and other taxes, to sign my name, hire preparers and advisors and pay for their services from my funds, and to do whatever is necessary to protect my assets from assessments as though I did those acts myself.

JRB

For Information Purposes Only:

Kimberly A. Brown

Daniel T. Brown

When you, as my Attorney in Fact, sign on my behalf under powers I give you in this document, you shall use the following form as authorized in California Civil Code Section 1095:

"GLENN R. BROWN" by "KAREN L. BROWN, Attorney in Fact",

or

"GLENN R. BROWN" by "KIMBERLY A. BROWN, Attorney in Fact",

and

"GLENN R. BROWN" by "DANIEL T. BROWN, Attorney in Fact".

- 1.4 My cancellation of any part of this document: If, BEFORE I SIGN THIS DOCUMENT, I cross out or write through any part of this document, and I put my initials opposite the canceled part, then I eliminate that part from the powers I give you in this document.

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### ARTICLE I. DECLARATIONS

- 1.1 Effective date of this Power: May 11, 2004
- 1.2 Name and address of Principal: GLENN R. BROWN  
7575 Escondido Avenue, Hesperia CA 92345

I, Glenn R. Brown, hereby revoke all prior Attorney in Fact appointments I have made under any Power of Attorney instrument.

The first person pronoun, "I" and its variations, "ME", "MINE", and "MYSELF", refer to the PRINCIPAL.

THIS DURABLE POWER OF ATTORNEY SHALL NOT BE AFFECTED BY THE SUBSEQUENT INCAPACITY OF THE PRINCIPAL.

- 1.3 Name and address of Attorney in Fact: KAREN L. BROWN  
7575 Escondido Avenue, Hesperia CA 92345

If Karen L. Brown is unable or unwilling to act or continue to act as my Attorney in Fact, Kimberly A. Brown shall act as my Attorney in Fact. If Kimberly A. Brown is unable to act or continue to act as my Attorney in Fact, Daniel T. Brown shall act as my Attorney in Fact.

The second person pronoun, "YOU", and its variations, "YOUR", and "YOURSELF", refer to the ATTORNEY IN FACT.

GRB

**DURABLE POWER  
OF ATTORNEY**

**AND**

**ADVANCE HEALTH  
CARE DIRECTIVE**

**MEMORANDUM OF TRUST**

THIS AGREEMENT made May 11, 2004, by GLENN R. BROWN and KAREN L. BROWN as Settlers and Trustees,

WITNESSETH THAT:

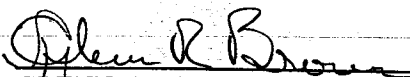
1. Contemporaneously herewith Settlers and Trustees have entered into a revocable living trust known as the BROWN FAMILY LIVING TRUST.

2. This Memorandum of Trust is executed as evidence of the existence of the BROWN FAMILY LIVING TRUST, the terms and conditions of which are hereby incorporated herein by this reference.

3. Said trust agreement grants to the Trustees all of the powers granted by the laws of the State of California, and are incorporated herein by this reference.

4. Any person may rely on this Memorandum of Trust as proof of the existence of said Trust and is relieved of any obligation to verify that any transaction entered into by the Trustees is consistent with the terms and conditions of said trust.

IN WITNESS WHEREOF, the Settlers and Trustees have signed this Memorandum of Trust the day and year first above written.

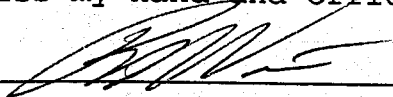
  
 \_\_\_\_\_  
 GLENN R. BROWN

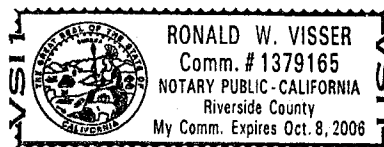
  
 \_\_\_\_\_  
 KAREN L. BROWN

STATE OF CALIFORNIA )  
 ) SS.  
 COUNTY OF SAN BERNARDINO )

On May 11, 2004, before me, Ronald W. Visser, Notary Public, personally appeared GLENN R. BROWN and KAREN L. BROWN, known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and Official Seal.

  
 \_\_\_\_\_



**MEMORANDUM**

**OF**

**TRUST**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Glenn & Karen Brown  
7575 Escondido Avenue  
Oak Hills, CA 92345

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENT TO:

same as above

"This conveyance transfers an interest into  
or out of a Living Trust, R & T 11930"

DOCUMENTARY TRANSFER TAX \$-0- No Consideration

\_\_\_ Computed on the consideration or value of property conveyed, OR

\_\_\_ Computed on the consideration or value less liens or encumbrances  
remaining at time of sale.

APN 361-223-034

Signature of Declarant or Agent determining tax- Firm Name

**QUITCLAIM DEED**

FOR NO CONSIDERATION, Glenn R. Brown, a married man as his sole and separate property, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to: Glenn R. Brown and Karen L. Brown, Settlers and Trustees or their successors in trust, under the BROWN FAMILY LIVING TRUST dated May \_\_\_\_, 2004 and any amendments thereto, the real property in the City of Lake Elsinore, County of Riverside, State of California, described as:

LOTS 7, 8, 9, 10, 15, 16, 17 and 18 IN BLOCK 40 OF LAKE ELSINORE COUNTRY CLUB HOME ACRES, AS SHOWN BY MAP ON FILE IN BOOK 13, PAGES 2 AND 3 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Dated May 10, 2004

COPY

GLENN R. BROWN

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF SAN BERNARDINO )

On May \_\_\_\_, 2004, before me, Ronald W. Visser, Notary Public, personally appeared Glenn R. Brown, personally known to me (or proved to me to on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(This area for official notarial seal)

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Glenn & Karen Brown  
7575 Escondido Avenue  
Oak Hills, CA 92345

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**MAIL TAX STATEMENT TO:**

same as above "This conveyance transfers an interest into  
or out of a Living Trust, R & T 11930"

APN 0357-261-02

**DOCUMENTARY TRANSFER TAX \$-0- No Consideration**

\_\_\_ Computed on the consideration or value of property conveyed, OR  
\_\_\_ Computed on the consideration or value less liens or encumbrances  
remaining at time of sale.

Signature of Declarant or Agent determining tax- Firm Name

**QUITCLAIM DEED**

FOR NO CONSIDERATION, Glenn R. Brown and Karen L. Brown, Husband and Wife as Joint Tenants, do hereby REMISE, RELEASE AND FOREVER QUITCLAIM to: Glenn R. Brown and Karen L. Brown, Settlers and Trustees or their successors in trust, under the BROWN FAMILY LIVING TRUST dated May \_\_\_\_, 2004 and any amendments thereto, the real property in the Unincorporated Area of Oak Hills, County of San Bernardino, State of California, described as:

LOT 17 OF TRACT NO. 5888, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 75 OF MAPS, PAGES 21 AND 22, RECORDS OF SAID COUNTY.

Dated May 10, 2004

COPY

STATE OF CALIFORNIA )  
) SS.  
COUNTY OF SAN BERNARDINO )

\_\_\_\_\_  
GLENN R. BROWN

\_\_\_\_\_  
KAREN L. BROWN

On May \_\_\_\_, 2004, before me, Ronald W. Visser, Notary Public, personally appeared Glenn R. Brown and Karen L. Brown, personally known to me (or proved to me to on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(This area for official notarial seal)



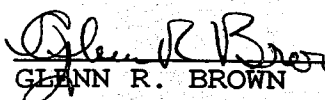
COMMUNITY PROPERTY AGREEMENT  
OF  
GLENN R. BROWN AND KAREN L. BROWN

We hereby declare and agree that all property now owned or hereafter acquired by either or both of us, whether now or hereafter held in the apparent form of joint tenancy, tenancy in common or any other manner (unless expressly excepted in the next paragraph), is and shall be our community property with right of survivorship.

Excepted from this agreement are: (1) motor vehicle now or hereafter standing in our names as joint tenants, (2) checking accounts now or hereafter standing in our names as joint tenants, and (3) property hereafter acquired by either of us by will, inheritance or gift and held in his or her individual name.

The mere taking of title in the future of property (other than that mentioned in the preceding paragraph) in the name of either or both of us in apparent joint tenancy or tenancy in common shall not except such property from this agreement or constitute an amendment to this agreement.

Executed on May 11, 2004.

  
GLENN R. BROWN

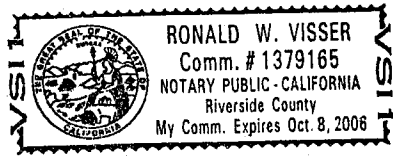
  
KAREN L. BROWN

STATE OF CALIFORNIA )  
  ) SS.  
COUNTY OF SAN BERNARDINO )

On May 11, 2004 before me, Ronald W. Visser, Notary Public personally appeared GLENN R. BROWN and KAREN L. BROWN personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_



SCHEDULE A

Brown Family Living Trust: Community Property in Trust

- ① Real property (Residence) located at:  
7575 Escondido Avenue, Hesperia, CA 92345
2. All household goods and china, jewelry, and furnishings at the above named address.
- ③ Real property (Vacant Lot in Riverside County) APN 361-223-034.
- ④ Glenn: 300 shares of common stock in Reliant-Alex-Brown Deutchbank.
- ⑤ Glenn: 32~~6~~ shares of Reliant Certificated Stocks.
6. Glenn: 401k with P2S at T. Rowe Price.
7. Glenn: 401k with Jamil at Provident Savings Bank.
8. Karen: 401 k with U. S. Government.
9. Two joint accounts with Bank of America.
10. Karen: IRA with High Desert Federal Credit Union.
11. Karen: IRA with Provident Savings Bank.
12. Joint bank account with High Desert Federal Credit Union.
13. 2001 Jeep Grand Cherokee.
14. 2002 Jeep Grand Cherokee.
15. 1957 Ford F100 pickup.
16. Ford Bronco.
17. Terry Trailer.
18. 1967 Ford Mustang.
19. Glenn: Dodge Ram pickup.
20. Glenn: Towing Trailer.

*JB* *AL*

**SCHEDULE A**


**and**

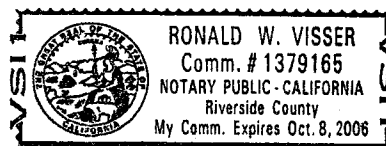
**COMMUNITY PROPERTY  
AGREEMENT**

State of California        }  
                                  } SS.  
County of San Bernardino }

On May 11, 2004, before me, Ronald W. Visser, Notary Public, personally appeared GLENN R. BROWN and KAREN L. BROWN personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_



8. General Administrative Provisions:

8.1 The validity of this trust and the construction of its beneficial provisions shall be governed by the laws of California.

8.2 If any provision of this Declaration and Instrument of Trust is held to be unenforceable, the remaining provisions shall be nevertheless carried into effect.

8.3 No interest of any beneficiary of this trust shall be transferable by voluntary or involuntary assignment, or by operation of law and shall be free from the claims of any beneficiary's creditors, attachments, execution, bankruptcy or legal process to the fullest extent permitted by law.


Executed at Redlands, CA, on May 11, 2004.


  
\_\_\_\_\_  
GLENN R. BROWN

  
\_\_\_\_\_  
KAREN L. BROWN

We certify that we have read this Declaration of Trust and that it correctly states the terms and conditions under which the trust property is to be held, managed, and disposed of by the trustees, and we approve the Declaration and Instrument of Trust.

Dated: May 11, 2004

  
\_\_\_\_\_, Settlor and Trustee  
GLENN R. BROWN

  
\_\_\_\_\_, Settlor and Trustee  
KAREN L. BROWN

7.2.3 The power to deposit or withdraw money from, open or close, any and all savings accounts, certificates of deposit, share/draft accounts, or checking accounts.

7.2.4 The power to open, close, buy, sell, endorse, transfer, hypothecate, or buy on margin any shares of Corporate Stocks, Corporate Bonds, U.S. Government Securities, U.S. Agency Securities, Municipal Securities, Mutual Funds, Unit Investment Trusts, Annuities, Limited Partnerships or any documents of instruments defined as securities under California Law.

7.2.5 To hire and pay from my funds for counsel and services of professional advisors, including a firm of which you may be a member, without limitations, physicians, dentists, accountants, attorneys, investment counselors, and legal document assistants.

7.2.6 To transfer to the Trustee of a revocable trust of which I am a Settlor (Trustor) (Grantor) and beneficiary, my assets or my interests in assets.

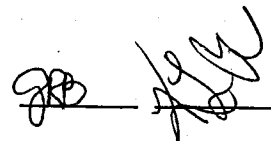
7.2.7 To approve any medical treatment, surgical treatment, and any health procedures you believe I need for my health and welfare, to give any medical or surgical consent on my behalf.

7.2.8 To apply for government and insurance benefits, to prosecute and to defend legal actions, to arrange for transportation and travel, and to partition community property to create separate property for me.

7.2.9 To make gifts to my children, to make gifts in your judgment, to charitable, scientific, or educational institutions according to my pattern of charitable giving during the past five (5) years.

7.3 Any lawful debts or taxes of GLENN R. BROWN shall be paid by the trustee as the trustee may determine.

7.4 Any lawful debts or taxes of KAREN L. BROWN shall be paid by the trustee as the trustee may determine.



6.3 If, after the death of the deceased settlor, the surviving settlor becomes physically or mentally incapacitated, as certified in writing by a licensed physician, the successor trustee shall: Manage the Brown Family Living Trust, and shall apply for the benefit of the surviving settlor any amount of trust income or trust principal necessary in the successor trustee's discretion, for the proper health care, support, maintenance, comfort and welfare of the surviving settlor, in accordance with his or her accustomed standard of living, until a licensed physician certifies that the surviving settlor is again able to manage his or her own affairs, or until his or her death. Any income in excess of amounts applied for the benefit of the surviving settlor shall be accumulated and added to the property of Brown Family Living Trust.

6.4 If both GLENN R. BROWN and KAREN L. BROWN should die simultaneously, or under such circumstances as to render it difficult or impossible to determine who predeceased the other, it shall be conclusively presumed that both died at the exact same moment, and neither shall be presumed to have survived the other for purposes of this living trust.

7. Trustee's Powers and Duties:

7.1 To carry out the provisions of this trust instrument, and to manage the trust property of the Brown Family Living Trust, the trustee shall have all authority and power allowed or conferred under California law and subject to the trustee's fiduciary duty to the settlors and the beneficiaries.

7.2 The trustee's powers include, but are not limited to:

7.2.1 The power to sell trust property, either real or personal, and to borrow money and to encumber trust property, specifically including real estate, by mortgage, deed of trust or other methods.

7.2.2 The power to buy property or sell or grant options for the sale of any trust property at public or private sale.

*GRB* *KLB*

(B) Distribution of Subtrust Funds

(1) Until a subtrust ends, the trustee may distribute from time to time, to or for the benefit of the beneficiary, as much, or all of the net income of the subtrusts as the trustee deems necessary for the beneficiary's health, support, maintenance, or education.

Education includes, but is not limited to, college, graduate, postgraduate, and vocational studies, and reasonable living expenses.

(2) In deciding whether to make a distribution to the beneficiary, the trustee may take into account the beneficiary's other income, resources, and sources of support.

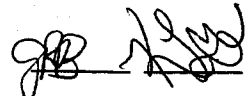
(3) Any subtrust income which is not distributed to a beneficiary by the trustee shall be accumulated and added to the principal of the subtrust administered for that beneficiary.

6. Administration of Trust Property:

6.1 Until the death of both settlors, the trust property shall be administered as provided in Paragraph 4.1.

Upon the death of both settlors, the trustees shall administer the trust property as specified in Section 4, except as otherwise provided by Section 5.

6.2 If both settlors of Brown Family Living Trust become physically or mentally incapacitated, as certified in writing by a licensed physician, the successor trustee shall manage the Brown Family Living Trust, and shall apply for the benefit of the settlors any amount of trust income or trust principal necessary in the successor trustee's discretion, for the proper health care, support, maintenance, comfort and welfare of the settlors, or either of them, are again able to manage their own affairs, or until their deaths. Any income in excess of amounts applied for the benefit of the settlors shall be accumulated and added to the property of the Brown Family Living Trust.





4.5 Minor Beneficiaries: None

5. Distribution of Trust Funds:

5.1 The trustee may distribute from time to time to or for the benefit of the beneficiary as much, or all, of the net income or principal of the trust, or both, as the trustee deems necessary for the beneficiary's health, support, maintenance or education.

Education includes, but is not limited to, college, graduate, postgraduate and vocational studies, and reasonable living expenses.

5.1.1 In deciding whether to make a distribution to the beneficiary, the trustee may take into account the beneficiary's other income, resources, and sources of support.

5.2 Any trust income which is not distributed to a beneficiary by the trustee shall be accumulated and added to the principal of the Brown Family Living Trust.

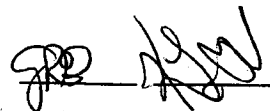
5.3 Any trustee of the Brown Family Living Trust shall be entitled to reasonable compensation out of the trust assets for ordinary and extraordinary services, and for all out of pocket expenses in connection with the termination of the trust.

5.4 Children's Trusts:

All trust property given in Paragraph 4 to any minor beneficiaries shall be retained in trust for each such beneficiary in a separate subtrust of this Brown Family Living Trust. The following terms shall apply to each subtrust:

(A) Subtrust Beneficiaries and Age Limits:

Each subtrust shall end when the beneficiary of that subtrust listed below becomes the age indicated, except as otherwise specified in this section: Shall end at age 25 years.



For Information Purposes Only:

Kimberly A. Brown

Daniel T. Brown

4. Beneficiaries:

4.1 Until the death of the deceased settlor, the settlors retain all rights to income, profits, and/or control of the property in Brown Family Living Trust.

4.2 Upon the death of GLENN R. BROWN, the beneficiary of the trust property owned by GLENN R. BROWN as his share of the trust property listed on Schedule A shall be KAREN L. BROWN.

4.3 Upon the death of KAREN L. BROWN, the beneficiary of the trust property owned by KAREN L. BROWN as her share of the trust property listed on Schedule A shall be GLENN R. BROWN.

4.4 Specific Beneficiaries

4.4.1 If ANY of my beneficiaries choose to contest or attack this trust, or any of its provisions, his or her share under this trust shall be deemed revoked and distributed as if the contesting beneficiary had predeceased us without children.

4.4.2 Upon the death of the remaining settlor, the beneficiaries of that trust property listed on Schedule A are as follows:

All assets shall be distributed in equal shares to Kimberly A. Brown and Daniel T. Brown.

If either of these beneficiaries should predecease the settlors, their share shall go to the remaining beneficiary.



COUNTY of SAN BERNARDINO

DEPARTMENT OF PUBLIC HEALTH  
351 MT. VIEW AVENUE, SAN BERNARDINO, CALIFORNIA 92415-0010

CERTIFICATE OF DEATH

STATE FILE NUMBER		STATE OF CALIFORNIA USE BLACK INK ONLY / NO ERASURES, WHITEOUTS OR ALTERATIONS VS-1 (REV 1/03)		LOCAL REGISTRATION NUMBER	
1. NAME OF DECEDENT --- FIRST (Given) GLENN		2. MIDDLE ROBERT		3. LAST (Family) BROWN	
AKA, ALSO KNOWN AS --- Include full AKA (FIRST, MIDDLE, LAST)		4. DATE OF BIRTH mm/dd/yyyy 09/07/1949		5. AGE Yrs. <input type="checkbox"/> UNDER ONE YEAR <input type="checkbox"/> UNDER 24 HOURS 54 Months Days Hours Minutes M	
9. BIRTH STATE/FOREIGN COUNTRY CALIFORNIA		10. EVER IN U.S. ARMED FORCES? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK		12. MARITAL STATUS (at Time of Death) MARRIED	
11. EDUCATION -- Highest Level/Degree (See worksheet on back) HS GRADUATE		14/15. WAS DECEDENT SPANISH/HISPANIC/LATINO? (If yes, see worksheet on back.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		7. DATE OF DEATH mm/dd/yyyy 06/18/2004	
17. USUAL OCCUPATION -- Type of work for most of life. DO NOT USE RETIRED MANAGER		18. KIND OF BUSINESS OR INDUSTRY (e.g., grocery store, road construction, employment agency, etc.) POWER UTILITY CONSTRUCTION		8. HOUR (24 Hours) 1212	
20. DECEDENT'S RESIDENCE (Street and number or location) 7575 ESCONDIDO AVENUE		19. YEARS IN OCCUPATION 23			
21. CITY HESPERIA		22. COUNTY/PROVINCE SAN BERNARDINO		23. ZIP CODE 92345	
24. YEARS IN COUNTY 5		25. STATE/FOREIGN COUNTRY CALIFORNIA			
26. INFORMANT'S NAME, RELATIONSHIP KAREN L. BROWN, WIFE		27. INFORMANT'S MAILING ADDRESS (Street and number or rural route number, city or town, state, ZIP) 7575 ESCONDIDO AVE., HESPERIA, CA 92345			
28. NAME OF SURVIVING SPOUSE --- FIRST KAREN		29. MIDDLE L.		30. LAST (Maiden Name) PETERSON	
31. NAME OF FATHER --- FIRST LOUIE		32. MIDDLE --		33. LAST BROWN	
34. BIRTH STATE OK		35. NAME OF MOTHER --- FIRST ALICE		36. MIDDLE --	
37. LAST (Maiden) ROBERTS		38. BIRTH STATE CA			
39. DISPOSITION DATE mm/dd/yyyy 06/22/2004		40. PLACE OF FINAL DISPOSITION RIVERSIDE NATIONAL CEMETERY, 22495 VAN BUREN BLVD., RIVERSIDE, CA 92518			
41. TYPE OF DISPOSITION(S) CR/BU		42. SIGNATURE OF EMBALMER NOT EMBALMED		43. LICENSE NUMBER --	
44. NAME OF FUNERAL ESTABLISHMENT ARROWHEAD AFTERCARE		45. SIGNATURE OF LOCAL REGISTRAR <i>[Signature]</i>		47. DATE mm/dd/yyyy 06/21/2004	
101. PLACE OF DEATH REDLANDS COMMUNITY HOSPITAL		102. IF HOSPITAL, SPECIFY ONE <input checked="" type="checkbox"/> IP <input type="checkbox"/> ERVOP <input type="checkbox"/> DOA <input type="checkbox"/> Hospice <input type="checkbox"/> Nursing Home/LTC <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other		108. IF OTHER THAN HOSPITAL, SPECIFY ONE	
104. COUNTY SAN BERNARDINO		106. FACILITY ADDRESS OR LOCATION WHERE FOUND (Street and number or location) 350 TERRACINA BLVD.		109. CITY REDLANDS	
107. CAUSE OF DEATH IMMEDIATE CAUSE (A) (Final disease or condition resulting in death) NON SMALL CELL LUNG CANCER STAGE IV (B) (C) (D) 109. DEATH REPORTED TO CORONER? (AT) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO MOS. (BT) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (CT) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (DT) <input type="checkbox"/> YES <input type="checkbox"/> NO		110. BIOPSY PERFORMED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		111. USED IN DETERMINING CAUSE? <input type="checkbox"/> YES <input type="checkbox"/> NO	
112. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN 107 DEEP VEIN THROMBOSIS, PULMONARY EMBOLISM, SUPERIOR VENA CAVA SYNDROME		113. WAS OPERATION PERFORMED FOR ANY CONDITION IN ITEM 107 OR 112? (If yes, list type of operation and date.) NO		113A. IF FEMALE, PREGNANT IN LAST YEAR? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK	
114. I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED. Decedent Attended Since mm/dd/yyyy 04/23/2004		115. SIGNATURE AND TITLE OF CERTIFIER <i>[Signature]</i> 116. LICENSE NUMBER G 066716		117. DATE mm/dd/yyyy 06/21/2004	
118. TYPE ATTENDING PHYSICIAN'S NAME, MAILING ADDRESS, ZIP CODE THEODORE SHANKEL, M.D., 2 W. FERN AVE., REDLANDS, CA 92373		119. I CERTIFY THAT IN MY OPINION DEATH OCCURRED AT THE HOUR, DATE, AND PLACE STATED FROM THE CAUSES STATED. MANNER OF DEATH <input type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Homicide <input type="checkbox"/> Suicide <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Could not be determined		120. INJURED AT WORK? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNK	
121. INJURY DATE mm/dd/yyyy		122. HOUR (24 Hours)			
123. PLACE OF INJURY (e.g., home, construction site, wooded area, etc.)		124. DESCRIBE HOW INJURY OCCURRED (Events which resulted in injury)			
125. LOCATION OF INJURY (Street and number, or location, and city, and ZIP)		126. SIGNATURE OF CORONER / DEPUTY CORONER		127. DATE mm/dd/yyyy	
128. TYPE NAME, TITLE OF CORONER / DEPUTY CORONER					
STATE REGISTRAR A B C D E		FAX AUTH.# 8979038		CENSUS TRACT	

CERTIFIED COPY OF VITAL RECORDS

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO } SS

DATE ISSUED 06/28/2004

This is a true and exact reproduction of the document officially registered and placed on file in the VITAL RECORDS SECTION, SAN BERNARDINO DEPARTMENT OF PUBLIC HEALTH.

*[Signature]*  
ERIC FRYKMAN, M.D.  
COUNTY HEALTH OFFICER  
REGISTRAR OF VITAL STATISTICS



This copy not valid unless prepared on engraved border displaying seal and signature of Registrar.



Oct 1, 2014

Riverside County Court System  
won against the Downtowns for  
filing a deed of ownership  
against the property in question  
and many other properties.  
Indeed, the property was  
owned by Glenn R and Karen  
L Brown, trustees of the Brown  
Family Trust dated May 11, 2004.  
Glenn died leaving me with  
our properties.

Karen L Brown ME  
Phone 760-949-8163  
cell 951-236-8197

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 90 Assessment No.: 361223034-8

Assessee: BROWN, KAREN L TR

Situs:

Date Sold: August 20, 2013

Date Deed to Purchaser Recorded: October 2, 2013

Final Date to Submit Claim: October 2, 2014

RECEIVED  
2013 DEC 37 AM 7:52  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ \_\_\_\_\_ 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. 0517021; recorded on 9-23-08. 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.

Deed of Trust recorded 9-23-08  
see 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 30<sup>th</sup> day of December, 2013 at Santa Ana, Orange County  
County, State CA

Tom R. NoCi  
Signature of Claimant

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

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

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

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

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

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

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

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

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



PLEASE COMPLETE THIS INFORMATION  
 RECORDING REQUESTED BY:

Tom R. Normandin  
 (8544-002)

AND WHEN RECORDED MAIL TO:

Tom R. Normandin  
 PNB  
 2122 N. Broadway, #200  
 Santa Ana, CA 92706-2614

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Title of Document  
 DEED OF TRUST



TRA: \_\_\_\_\_  
 DTT: \_\_\_\_\_

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

RECORDING REQUESTED BY:  
Prenovost, Normandin, Bergh & Dawe, APC  
2122 North Broadway, Ste. 200  
Santa Ana, CA 92706

WHEN RECORDED MAIL TO:  
Prenovost, Normandin, Bergh & Dawe, APC  
2122 North Broadway, Ste. 200  
Santa Ana, CA 92706

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DEED OF TRUST

THIS DEED OF TRUST, made this 26<sup>th</sup> day of August 2008, between Thomas C. Hundshamer and Karen Hundshamer, as Trustors, whose address is 28590 Red Gum Drive, Lake Elsinore, CA 92530, and Prenovost, Normandin, Bergh & Dawe, as Trustee and as Beneficiary, whose address is 2122 North Broadway, Ste. 200, Santa Ana, California, 92706.

Trustors IRREVOCABLY GRANTS, CONVEYS AND ASSIGNS unto said Trustee, in trust, with power of sale, together with right of entry and possession, the following described real property situated in the County of Orange, State of California ("the Property"):

Legal: The West Half of Grove 47, Forest 3, of Maps of Elsinore Eucalyptus Tract, as shown in Book 6, page 75, of Maps, Records of Riverside County, California.

Common: 28590 Red Gum Drive, Lake Elsinore, CA 92530.

APN: 347-260-014-1.

TOGETHER WITH: the rents, issues and profits thereof, SUBJECT HOWEVER, to the right power and authority hereinafter given to and conferred upon Trustors to collect and apply such rents, issues and profits.

In the event the Property or any part thereof, or any interest therein is sold, conveyed or alienated by Trustors, whether voluntarily or involuntarily, except as prohibited by law, all obligations secured by this instrument and that certain Promissory Note of even date, irrespective of the maturity date expressed therein, at the option of the holder thereof and without demand or notice, shall immediately become due and payable.

FOR THE PURPOSE OF SECURING: (1) payment of the indebtedness evidenced by that certain Promissory Note dated August 26, 2008, and any extensions or renewals thereof, in the principal amount of fifty thousand dollars (\$50,000.00); (2) the payment of any substitute notes, renewals, and extensions of all indebtedness secured by this Deed of Trust; (3) the performance of every obligation and agreement of Trustors whether contained or incorporated by reference in this Deed of Trust; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms of this Deed of Trust, together with interest thereon as herein provided.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTORS AGREE:

1. To keep the Property in good condition, working order and repair; not to remove, destroy or suffer the removal or destruction of any building or other improvements or fixtures thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the charter or use of the Property may be reasonably necessary the specific enumerations herein not excluding the general; to observe and perform all obligations of Trustors under any lease of the Property.

2. To provide, maintain and deliver to Beneficiary fire and all other types of insurance of the type and in amounts as Beneficiary may require, with loss payable to Beneficiary. In the event of loss, the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the Property damaged. In the event that Trustors shall fail to provide

satisfactory hazard insurance, Beneficiary may procure, on Trustors' behalf, insurance in favor of the Beneficiary alone. If insurance cannot be secured by Trustors to provide the required coverage, such inability shall constitute an event of default hereunder.

3. To appear in and litigate any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Beneficiary or Trustee. Beneficiary or Trustee may appear in and litigate any such action or proceedings, including any bankruptcy, partition or condemnation proceeding, affecting the Property, or Beneficiary's interest therein, in which event Trustors agree to pay all costs and expenses thereof, including attorney's fees and costs of securing evidence of title.

4. To pay on or before the due date all taxes and assessments affecting the Property, all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges and liens, on the Property or any part thereof, which at any time appear to be prior or superior hereto.

5. To pay the reasonable amount of any attorney's fees, together with costs, incurred by Beneficiary in the event the obligation secured hereby is referred to an attorney for enforcement of Beneficiary's rights hereunder, or if Beneficiary retains an attorney to advise Beneficiary in connection with this Deed of Trust, or any other agreement related to the indebtedness secured by this Deed of Trust. The fees and costs described herein and elsewhere in this Deed of Trust shall be in addition to those set forth in the Promissory Note or any other written agreement between Trustors and Beneficiary.

6. The failure on the part of the Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent defaults. Subsequent acceptance of any payment by the holder hereof shall not be deemed a waiver of any default by Trustors, or of Beneficiary's rights hereunder as the result of any sale, agreement to sell, conveyance or alienation, regardless of holder's knowledge of such default, sale, agreement to sell, conveyance or alienation at the time of acceptance of such payment.

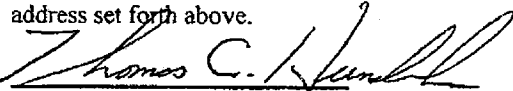
7. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of any note secured hereby. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Trustors hereunder are joint and several.


8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustors, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. Beneficiary may, from time to time or at any time, substitute a Trustee or Trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the Property herein described is situated, it shall be conclusive evidence of the appointment of such Trustee or Trustees, and such new Trustee or Trustees shall succeed to all of the powers and duties of the Trustee or Trustees named herein.

10. In the event any one or more of the provisions contained in this Deed of Trust or in any promissory note hereby secured shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Deed of Trust or said promissory note, but this Deed of Trust and said promissory note(s) shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

11. The undersigned Trustors agree that they are entitled only to those notices required by applicable law and requests that a copy of any notice of default and of any notice of sale thereunder be mailed to Trustors at the address set forth above.

  
Thomas C. Hundshamer (Trustor)

  
Karen Hundshamer (Trustor)



For Documents Acknowledged On or After January 1, 2008

CALIFORNIA  
CIVIL CODE 1189

(a) (1) Any certificate of acknowledgment taken within this state shall be in the following form:

**ACKNOWLEDGMENT**

State of California )  
County of Riverside )

On September 16, 2008 before me, Sara Hundshamer, Notary Public  
(here insert name and title of the officer)  
personally appeared Thomas C Hundshamer and  
Karen F Hundshamer

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

S. Hundshamer



(Seal)