

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRAMOS
 DATE: 10/28/15

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

120A



FROM: Don Kent, Treasurer-Tax Collector

SUBMITTAL DATE:

OCT 28 2015

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 199, Item 267. Last assessed to: Kathy Janice DeLima, a single woman. District 5 [\$59,458]. Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from David W. Brown, agent for Kenneth V. Dunton, Trustee of the Kenneth V. Dunton Trust Agreement dated October 6, 1992 for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 534223016-6;


(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 February 4, 2014 public auction sale. The deed conveying title to the purchasers at the auction was recorded March 21, 2014. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on April 22, 2014 to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

(continued on page two)


 Don Kent
 Treasurer-Tax Collector

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 59,458	\$ 0	\$ 59,458	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale	Budget Adjustment: N/A
	For Fiscal Year: 15/16

C.E.O. RECOMMENDATION:

APPROVE


BY: 
 Samuel Wong

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: December 15, 2015
xc: Treasurer

Kecia Harper-Ihem
 Clerk of the Board
 By: 
 Deputy

Prev. Agn. Ref.: | District: 5 | Agenda Number:

9-12

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

Departmental Concurrence

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

FORM 11: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 199, Item 267. Last assessed to: Kathy Janice DeLima, a single woman. District 5 [\$59,458]. Fund 65595 Excess Proceeds from Tax Sale.

DATE: OCT 28 2015

PAGE: Page 2 of 2

RECOMMENDED MOTION:

2. Deny the claim from Kenneth V. Dunton, Trustee of the Kenneth V. Dunton Trust Agreement dated October 6, 1992;
3. Deny the claim from Kathy Janice DeLima, last assessee;
4. Authorize and direct the Auditor-Controller to issue a warrant to David W. Brown, agent for Kenneth V. Dunton, Trustee in the amount of \$59,458.50, 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 three claims for excess proceeds:

1. Claim from David W. Brown, agent for Kenneth V. Dunton, Trustee of the Kenneth V. Dunton Trust Agreement dated October 6, 1992 based on an Authorization for Agent to Collect Excess Proceeds dated January 5, 2015 and a Deed of Trust with Assignment of Rents recorded August 2, 2007 as Instrument No. 2007-0500636.
2. Claim from Kenneth V. Dunton, Trustee of the Kenneth V. Dunton Trust Agreement dated October 6, 1992 based on a Deed of Trust with Assignment of Rents recorded August 2, 2007 as Instrument No. 2007-0500636.
3. Claim from Kathy Janice DeLima based on a Grant Deed recorded August 2, 2007 as Instrument No. 2007-0500635.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that David W. Brown, agent for Kenneth V. Dunton, Trustee of the Kenneth V. Dunton Trust Agreement dated October 6, 1992 be awarded excess proceeds in the amount of \$59,458.50. The claim from Kenneth V. Dunton, Trustee of the Kenneth V. Dunton Trust Agreement dated October 6, 1992 be denied since Kenneth V. Dunton authorized David W. Brown as agent to collect excess proceeds on January 5, 2015. Since the amount claimed by David W. Brown, agent for Kenneth V. Dunton, Trustee of the Kenneth V. Dunton Trust Agreement dated October 6, 1992 exceeds the amount of excess proceeds available, there are no funds available for consideration for the claim from Kathy Janice DeLima. 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.

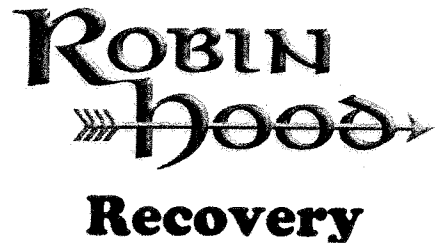
Impact on Citizens and Businesses

Excess proceeds are being released to the deed of trust holder of the property.

ATTACHMENTS (if needed, in this order):

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

January 27, 2015



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

Attention: Excess Proceeds

Re: Claim for Excess Proceeds TC 199 #267

Dear Mr. Kent:

Enclosed please find our completed claim form for excess proceeds pursuant to the instructions on that form. To perfect our claim I have also enclosed an Attorney Letter of Opinion to assist with your approval and Board recommendation.

Specifically you will find the following:

1. County Claim Form for Excess Proceeds
2. Limited Power of Attorney
3. Authorization for Agent to Collect Excess Proceeds.
4. Engagement and Disclosure letter dated 12/01/2014
5. Copy of Trust Deed document #2007-0500636 recorded 08/02/2007
6. Copy of Installment Note
7. Current loan balance and payment history dated and signed.
8. Copy of Trust and Designation of Kenneth V. Dunton as Trustee.
9. Copy of Kenneth V. Dunton driver's license.
10. Attorney Letter of Opinion

Thank you for your consideration of our Claim.

As always, feel free to call or email with any questions or additional information.

Sincerely yours,

A handwritten signature in black ink, appearing to read "David Brown", with a long, sweeping underline.

David Brown
Robin Hood Recovery

RECEIVED
2015 FEB -2 AM 7:31
RIVERSIDE COUNTY
TREAS-TAX COLLECTION

DavidWBrown@Hotmail.com
1603 Copenhagen Drive, Suite 6, Solvang, CA 93463
Phone 805-686-1044 Fax 805-686-0252

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 199 Item 267 Assessment No.: 534223016-6

Assessee: DELIMA, KATHY JANICE

Situs: 1263 N PHILLIPS AVE BANNING 92220

Date Sold: February 4, 2014

Date Deed to Purchaser Recorded: March 21, 2014

Final Date to Submit Claim: March 23, 2015

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 59,485⁵⁰ 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. 2007-0500634 recorded on 08/02/2007. A copy of this document is attached hereto. 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.

See attached Cover Letter

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 29th day of January, 2015 at Santa Barbara, CA
County, State

David W. Brown, Attorney in Fact
Signature of Claimant For Kenneth V. Dunton, Trustee Signature of Claimant

David W. Brown
Print Name

1603 Copenhagen Drive #6
Street Address

Solvang, CA 93463
City, State, Zip

805-696-1044
Phone Number

Print Name

Street Address

City, State, Zip

Phone Number

INSTRUCTIONS FOR FILING CLAIM

(See Claim Form on Reverse Side)

The California Revenue and Taxation Code, Section 4675, states in part (paraphrased):

For the purposes of this article, parties of interest and their order of priority are:

(a) First, lienholders of record prior to the recordation of the tax deed to the purchaser in the order of their priority; and

(b) Then, any person with title of record to all or any portion of the property prior to the recordation of the tax deed to the purchaser.

If you consider yourself to be a party of interest in the sale of tax-defaulted property as defined above, please fill out the reverse of this form stating how you have determined your status as a party of interest. If you need help in filling out the form, please contact our office by telephone at 951-955-3947, mail, or in person.

You must attach copies of documents to support your claim as follows:

1. In case (a), attach a copy of your trust deed or other evidence of lien or security interest, along with a statement under penalty of perjury setting forth the original amount of the lien or interest, the total amount of payments received reducing the original amount of the lien or interest, and the amount still due and payable as of the date of the sale of the tax defaulted property by the Tax Collector.

2. In case (b), attach copies of any other documents (e.g., deed, certified death certificate, will, court order, etc.) supporting your claim.

PLEASE NOTE: We cannot, by law, begin processing of claims until one year has passed from the date of the deed to the purchaser. In order to receive consideration by the Riverside County Board of Supervisors, claims must be filed ON OR BEFORE THE EXPIRATION OF ONE YEAR following the date of the recording of the deed to the purchaser. Please see the "Date Deed to Purchaser Recorded" appearing on the attached notice (Form 117-170). The Tax Collector will submit a recommendation to the County Board of Supervisors as to what disposition should be made on your claim. Following the Board's review, the claim will either be approved or denied. The Clerk of the Board of Supervisors will notify you of the action taken by the Board. Should the claim be approved, the Auditor-Controller will issue a County warrant in payment. By law, the Auditor-Controller cannot issue a warrant in payment of the approved claim until 90 days following the action taken by the Board.

MAIL COMPLETED FORMS TO:

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

Attention: Excess Proceeds

AUTHORIZATION FOR AGENT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the assignor's claim as a "party of interest" must be provided at the time this document is filed with the Treasurer-Tax Collector. PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS.

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby make David W. Brown my agent to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 534223016-6 sold at public auction on February 4, 2014. I understand that I AM NOT SELLING MY RIGHT TO THE REFUND, but merely naming an agent for collection purposes for my convenience.

I also understand that the total of excess proceeds available for refund is \$ 59,785⁵⁰ and that I have a right to file a claim for this refund on my own without the help of an agent. For valuable consideration received my agent is appointed to act on my behalf.

Kenneth V. Dunton
(Signature of Party of Interest)

Kenneth V. Dunton, Trustee
(Name Printed)

P.O. Box 2549
(Address)

Murphys, CA 95247
(City/State/Zip)

209-743-3112
(Area Code/Telephone Number)

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

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

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

WITNESS my hand and official seal.

"see attached"
(Signature of Notary)

(This area for official seal)

I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest, pursuant to Section 4675 of the California Revenue and Taxation Code, the full amount of excess proceeds available and ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN, WITHOUT THE HELP OF AN AGENT.

David W. Brown
(Signature of Agent)

David W. Brown
(Name Printed)

1603 Copenhagen Drive, Suite 6
(Address)

Selvang, CA 93463
(City/State/Zip)

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

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

WITNESS my hand and official seal.

(Signature of Notary)

(This area for official seal)

SEE ATTACHED

ACKNOWLEDGMENT

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

State of California

County of CALAVERAS)

On January 5, 2015 before me, CAROLYN A. HENKEL notary public
(insert name and title of the officer)

personally appeared Kenneth V. Dunton
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 Carolyn A. Henkel (Seal)



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

STATE OF CALIFORNIA)SS
COUNTY OF SANTA BARBARA)

On 1/08/15 before me, LESLI BEAUDETTE, Notary Public, personally appeared DAVID W. 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 Lesli Beaudette

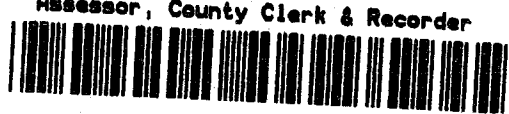


This area for official notarial seal

ATTACHED TO AUTH. FOR AGENT TO COLLECT EXCESS PROCEEDS

Recording Requested By
 First American Title Company
 Riverside Resale

DOC # 2007-0500636
 08/02/2007 08:00A Fee:19.00
 Page 1 of 2
 Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder



2861566-07

Order No. 2861566
 Escrow No. 3977GM
 Loan No.

WHEN RECORDED MAIL TO:
 Kenneth V. Dunton, Trustee
 P. O. Box 2549
 Murphys, CA 95247

Parcel No. 534-223-016-6

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
2			2		1				
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
T:							CTY	UNI	027

Deed of Trust with Assignment of Rents

(This Deed of Trust contains an acceleration clause)

19

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027

This DEED OF TRUST, made July 31, 2007, between Kathy Janice DeLima, a single woman herein called TRUSTOR, whose address is 1010 La Terraza Unit 210, Corona, CA 92879, First American Title Company, a California corporation, herein called TRUSTEE, and Kenneth V. Dunton, Trustee of the Kenneth V. Dunton Trust Agreement dated October 6, 1992, herein called BENEFICIARY, WITNESSETH: That Trustor grants to Trustee in Trust with Power of Sale, that property in the Banning, County of Riverside, State of California, described as:

Lot 16, Block E of Desert Edge Subdivision, in the City of Banning, County of Riverside, State of California, as per Map on file in Book 18, Page 32, of maps, records of said County.

If the Trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of this title or any interest therein in any manner or way, whether voluntary or involuntarily, without written consent of the beneficiary being first had and obtained, beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable together with the rents, issues and the profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of \$ 215,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, and (2) the performance of each agreement of Trustor incorporated by reference or contained herein and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	SanBenito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	135	47
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kem	3756	690	Orange	7182	18						

San Diego SERIES 5 Book 1964, Page 149774

2861

shall insure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefore does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

Signature of Trustor

Kathy Janice DeLima
Kathy Janice DeLima

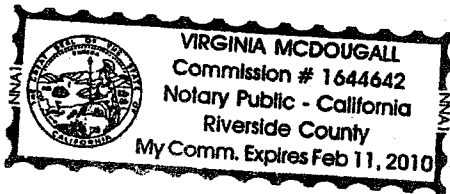
STATE OF CALIFORNIA }
COUNTY OF Riverside } S.S.

On July 31, 2007, before me, Virginia McDougall Notary,
(date of notarization) (must complete with name of Notary and Title)

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

WITNESS my hand and official seal.

Signature *Virginia McDougall*



DO NOT DESTROY THIS NOTE: When paid, this Note and the Deed of Trust must be surrendered to the Trustee with Request for Reconveyance.

INSTALLMENT NOTE

(INTEREST INCLUDED)

(This note contains an acceleration clause)

\$ 215,000.00

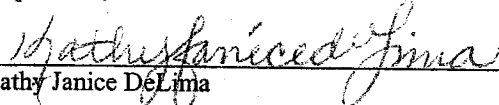
Corona, California,

July 31, 2007

At the times hereinafter stated, for value received **Kathy Janice DeLima**, a single woman promises to pay to **Kenneth V. Dunton, Trustee of the Kenneth V. Dunton Trust Agreement dated October 6, 1992** or order, at **P. O. Box 2549, Murphys, CA 95247** the principal sum of **TWO HUNDRED FIFTEEN THOUSAND AND NO/100** Dollars, with interest from the 2nd day of August, 2007, on the amounts of principal remaining from time to time unpaid, until said principal sum is paid, at the rate **8.0000** per cent, per annum and which shall have no monthly payments. Principal and interest shall be all due and payable, in full, on the 2nd day of November, 2007. **AT ANY TIME, THE PRIVILEGE IS RESERVED TO PAY MORE THAN THE SUM DUE.** Each payment shall be credited first, on the interest then due; and the remainder on the principal sum; and interest shall thereupon cease upon the amount so credited on the said principal sum. Should default be made in the payment of any of said installments when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note.

If the trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the beneficiary being first had and obtained beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

Should suit be commenced to collect this note or any portion thereof, such sum as the Court may deem reasonable shall be added hereto as attorney's fees. Principal and interest payable in lawful money of the United States of America. This note is secured by a certain DEED OF TRUST, to the **First American Title Company**, a California corporation, as TRUSTEE.



Kathy Janice DeLima

Loan Balance Worksheet

Loan principal \$ 215,000.00
 Interest Rate 8%
 Start Date 8/2/2007
 Payments Received 0
 Accrued Interest \$ 153,472.22

Borrower Kathy Janice DeLima
 Property 1263 N. Phillips St., Banning, CA 92220
 Collateral 1st TD Doc# 2007-0500636
 Lender: Kenneth V. Dunton, Trustee

Date	Starting Balance	Interest Due	Payments	Ending Balance
8/2/2007	\$ 215,000.00		\$ -	\$ 215,000.00
8/2/2008	\$ 215,000.00	\$ 17,200.00	\$ -	\$ 232,200.00
8/2/2009	\$ 232,200.00	\$ 18,576.00	\$ -	\$ 250,776.00
8/2/2010	\$ 250,776.00	\$ 20,062.08	\$ -	\$ 270,838.08
8/2/2011	\$ 270,838.08	\$ 21,667.05	\$ -	\$ 292,505.13
8/2/2012	\$ 292,505.13	\$ 23,400.41	\$ -	\$ 315,905.54
8/2/2013	\$ 315,905.54	\$ 25,272.44	\$ -	\$ 341,177.98
8/2/2014	\$ 341,177.98	\$ 27,294.24	\$ -	\$ 368,472.22
Total Interest and payments		\$ 153,472.22	\$ -	

Balance Due on August 2, 2014 totals \$368,472.22




Attorney in Fact
 Kenneth V. Dunton, Trustee

SEE JURAT ATTACHED

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

State of California

County of SANTA BARBARA

Subscribed and sworn to (or affirmed) before me on this 28TH day of JANUARY, 2015, by DAVID W. BROWN, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Lesli Beaudette (Seal)



ATTACHED TO LOAN BALANCE WORKSHEET

KENNETH V. DUNTON TRUST AGREEMENT

THIS AGREEMENT, which shall be known as the KENNETH V. DUNTON TRUST AGREEMENT, is dated October 6, 1992, and made at Merced, California, by and between KENNETH V. DUNTON (hereinafter called "trustor") and KENNETH V. DUNTON (hereinafter called "trustee"):

W I T N E S S E T H:

WHEREAS, the trustor hereby transfers, conveys, assigns and delivers to the trustee the property described in Exhibit "A" attached, and the trustee acknowledges receipt of the same; and

WHEREAS, the trustor may designate the trustee as primary or contingent beneficiary of one or more life insurance policies; and

WHEREAS, the trustor is married to ANA G. DUNTON, and all references in this agreement to the trustor's spouse are to her; and

WHEREAS, there are now living three (3) children of the trustor, namely VICKI G. SALERNO, born April 2, 1959, STEVEN V. DUNTON, born March 29, 1962, and JENNIFER D. DUNTON, born January 23, 1973, and there is no other child of the trustor who is now living or who is now deceased with any descendants now living;

NOW, THEREFORE, such property, and the proceeds of such policies (when payable), and all other property hereafter becoming subject to this agreement, shall be held in trust upon the following terms and conditions:

ARTICLE 1 - TRUSTOR'S TRUST

A. Introduction: Unless otherwise specified in writing at the time of contribution, all property contributed in trust under this agreement while the trustor is living shall be allocated to the Trustor's Trust and held, administered and distributed as specified in this ARTICLE. The trustor shall be the primary beneficiary of the trust.

B. Income and Principal: The trustee shall distribute to the trustor as much of the net income or principal, or both, of the trust estate, up to and including the whole of each, as in the trustee's discretion is necessary or advisable for the trustor's support in his accustomed manner of living. Any net income not so distributed shall be added to principal.

C. Withdrawal Rights: The trustor may, by written notice delivered to the trustee during the trustor's lifetime, withdraw from the trust estate any or all property then held in the trust.

D. Termination: Upon the death of the trustor, the trustee shall divide, allocate and distribute the remaining balance of the trust estate (including any property receivable from the probate estate of the trustor or receivable from any other source as a result of the death of the trustor) into two (2) shares, namely the Exempt Share and the Non-Exempt Share. The Exempt Share shall consist of the maximum amount possible without causing the federal generation skipping transfer tax (GSTT) inclusion ratio with respect to the Exempt Share (calculated after allowance for any GSTT exemption allocated to property in the remaining balance of

the trust estate) to exceed zero. The Non-Exempt Share shall consist of the balance (if any) of the remaining balance of the trust estate. The Exempt Share shall be allocated by right of representation among the trustor's descendants who survive the trustor for at least thirty (30) days, and each descendant's share shall be retained in trust as specified in ARTICLE 2. The Non-Exempt Share shall be allocated by right of representation among the trustor's descendants who survive the trustor for at least thirty (30) days, and each descendant's share shall be distributed or retained in trust as specified in ARTICLE 3.

ARTICLE 2 - EXEMPT DESCENDANTS' TRUSTS

A. Introduction: All property which is allocated to a descendant of the trustor under this agreement and which is exempt from the federal generation skipping transfer tax shall be held and administered by the trustee as a separate trust for such descendant (hereafter in this ARTICLE called the "Descendant") as provided in this ARTICLE. The Descendant shall be the primary beneficiary of the trust.

B. Income: During such time as the Descendant is less than thirty (30) years of age, the trustee shall accumulate and add to principal all of the net income of the trust estate, except as provided in paragraph C of this ARTICLE. During such time as the Descendant is thirty (30) years of age or older, the trustee shall distribute to the Descendant, annually or more frequently, all of the net income of the trust estate.

C. Invasion for Support: At any time during the term of the trust estate, the trustee shall distribute to the Descendant or any of the Descendant's descendants as much of the otherwise undistributable net income or principal, or both, of the trust estate, up to and including the whole thereof, as in the trustee's discretion is necessary or advisable for the support of such person in his or her accustomed manner of living.

D. Limited Power of Appointment: Upon the death of the Descendant, the trustee shall distribute all or any part of the remaining balance of the trust estate to (or for the benefit of) such one or more persons in the group consisting of the Descendants of the trustor, and on such terms and conditions (either outright or in trust) as the Descendant may appoint by (i) a will specifically referring to and exercising this power of appointment, or (ii) a writing specifically referring to and exercising this power effective upon the Descendant's death, which writing is signed by the Descendant, acknowledged by the Descendant before a notary public, and delivered to the trustee during the Descendant's lifetime (provided such writing is not revoked by a written revocation signed by the Descendant, acknowledged by the Descendant before a notary public, and delivered to the trustee during the Descendant's lifetime).

E. Termination: Upon the death of the Descendant, the trustee shall allocate any of the trust estate which is not effectively appointed pursuant to the provisions of paragraph D of this ARTICLE among the descendants of the Descendant who survive

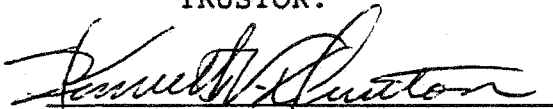
beneficiary of that trust. Such removal shall be effective upon delivering to the corporate trustee being removed (i) written notice of such removal and of appointment of a successor corporate trustee, signed by such beneficiary, and (ii) written acceptance of appointment by the successor corporate trustee. Upon such removal the removed corporate trustee shall promptly transfer all property held in the trust estate to the successor corporate trustee. For purposes of this paragraph, the written act of a primary beneficiary who is a minor or is incompetent or is otherwise legally disabled may be made and done by a duly appointed guardian or conservator of that beneficiary's estate, or if there is none, by the natural guardian of that beneficiary.

D. Bond: No bond shall be required of any trustee serving under this agreement, unless so ordered by a court of competent jurisdiction.

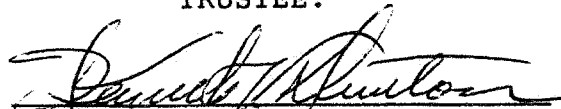
E. Review: No successor trustee shall have any duty to review, or shall be responsible for, the acts or omissions of any prior trustee.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first hereinabove set forth.

TRUSTOR:


KENNETH V. DUNTON

TRUSTEE:


KENNETH V. DUNTON

STATE OF CALIFORNIA)
) ss.
COUNTY OF MERCED)

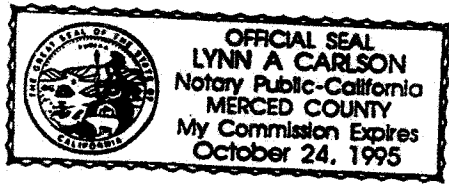
On this 6TH day of OCTOBER in the year of 1992, before me the undersigned, a Notary Public in and for said State, personally appeared KENNETH V. DUNTON, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged 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 this.

Lynn A. Carlson

Notary Public

My Commission expires: 10/24/95



**LIMITED POWER OF ATTORNEY FOR PURSUING A CLAIM OF EXCESS
PROCEEDS UNDER REVENUE AND TAXATION CODE §4675**

TO WHOM IT MAY CONCERN:

Kenneth V. Dunton, Trustee of the Kenneth V. Dunton Trust Agreement dated October 6, 1992 (the Principal), presently a resident of **Calaveras** County, California, whose current mailing address is: **P.O. Box 2549, Murphys, CA 95247**, and whose telephone number is: **209-743-3112**, appoints **David W. Brown** (the Agent), presently a resident of Santa Barbara County, California, whose current mailing address is: 1603 Copenhagen Drive, Suite 6, Solvang, CA 93463, and whose telephone number is: 805-686-1044, as the Principal's true and lawful attorney-in-fact for the Principal and in the Principal's name, place, and stead:

1. To demand, sue for, and collect all sums of money due or payable to the Principal from the County of **Riverside**, on a claim for excess proceeds in accordance with Revenue and Taxation Code § 4675. The Agent is hereby appointed as the Principal's Representative Payee in this matter.
2. To do, execute, and perform any other act, deed, matter, or thing that in the Agent's opinion ought to be done, executed, or performed in conjunction with this power of attorney, of every kind and nature, including the power to bring suit against any institution, person, or other entity that fails or refuses to honor this durable power of attorney, as fully and effectively as the Principal could do if personally present.
3. This power of attorney shall be effective on execution, and shall be in effect for 24 months, or once excess proceeds have been received by the Agent, whichever is first.
4. The Principal does hereby ratify and confirm all that the Agent shall do, or cause to be done, by virtue of this power of attorney.
5. The property subject to this claim for excess proceeds under Revenue and Taxation Code § 4675 is that real property in the County of **Riverside**, State of California, commonly known as **APN 534223016-6**

LIMITED POWER OF ATTORNEY FOR PURSUING A CLAIM OF EXCESS
PROCEEDS UNDER REVENUE AND TAXATION CODE §4675

IN WITNESS WHEREOF, the Principal has signed this limited power of attorney for pursuing a claim of excess proceeds under Revenue and Taxation Code § 4675,

dated: 12-2-2014

Kenneth V. Dutton Trustee
(Signature) (Signature)

Kenneth V. Dutton Trust
(Printed name) (Printed name)

STATEMENT OF WITNESSES: I declare under penalty of perjury under the laws of California: (1) that the individual who signed or acknowledged this power of attorney is personally known to me, or that the individual's identity was proven to me by convincing evidence, (2) that the individual signed or acknowledged this power of attorney in my presence, (3) that the individual appears to be of sound mind and under no duress, fraud, or undue influence, and (4) that I am not a person appointed as agent by this power of attorney.

First witness

Martha Macy
(print name)

P.O. Box #36412
(address)

Las Vegas, NV 89133
(city) (state)

x *Martha Macy*
(signature of witness)

12/11/14
(date)

Second witness

BRENT MACY
(print name)

P.O. Box 36412
(address)

LAS VEGAS NV 89133
(city) (state)

x *Brent Macy*
(signature of witness)

11 DEC 14
(date)

LIMITED POWER OF ATTORNEY FOR PURSUING A CLAIM OF EXCESS PROCEEDS UNDER REVENUE AND TAXATION CODE §4675



December 1, 2014

Recovery

Mr. Kenneth V. Dunton
P.O. Box 2549
Murphys, CA 95247

Re: Claim for Excess Proceeds under Revenue and Taxation Code § 4675

Dear Ken:

It was a pleasure speaking with you about your unclaimed assets and a mutually rewarding strategic plan for their recovery. My research indicates a potential **claim and recovery due you of \$59,485.50**. This letter will confirm our earlier communication and working relationship. As an experienced real estate professional, I have the expertise and experience in navigating the legal and bureaucratic maze and most of all a successful track record.

As we discussed, **you have the right to file a claim for these funds on your own behalf**. You may also file your own income tax returns or hire a CPA. You can clear a plugged drain, but most will hire a plumber. You can buy or sell your own home, but most will utilize the expertise of a real estate broker. The point is that I am a professional in this process and I work on a contingency basis and only receive a fee if successful. **There are no upfront fees or cost to you**. Any related expenses like attorney fees, filing fees, title searches, mailing, notary fees, travel, and other expenses associated with the recovery is my responsibility and costs.

As consideration for my time, expertise, and out of pocket costs for recovery efforts on your behalf, you agree that any excess proceeds recovered by my office on the above-mentioned claim will be divided between you and my office in a percentage detailed on the attached "Exhibit A -- Fee Agreement". You also confirm: (1) that you have full authority to enter into this agreement; (2) that my office has the exclusive right to represent you in this matter; and (3) that you have not previously contracted with or engaged any other person or entity to act on your behalf to recover said funds. You agree to cooperate and participate in the conduct of this matter and to truthfully and immediately notify my office as to anything that may occur that could affect the outcome of this process and claim. This agreement will expire upon your receipt of recovered funds or 24 months after this agreement was signed, whichever occurs first. Upon receipt of the excess proceeds, my office will send you a check for your share (as stated on the attached Exhibit A) within 10 days.

DavidWBrown@Hotmail.com

1603 Copenhagen Drive, Suite 6, Solvang, CA 93463
Phone 805-686-1044 Fax 805-686-0252

If the above properly sets forth our agreement, please **sign, date, and return** the enclosed copy of this letter. Also, please **sign and return** the enclosed limited power of attorney in the pre-paid return envelope.

As always, feel free to call or email with any questions or clarifications.

Very truly yours,

The above is understood and agreed to:

Dated: Dec 2, 2014

Signature: Kenneth V. Duntan

Printed Name: Erie Hutchins Kenneth V. Duntan

Please fill in the below data for expedited service and results:

Email address: duntan62@msn.com @ _____

Work Phone: (____) - _____ - _____

Cell Phone: (209)-743-3112

Send my agreed proceeds as follows, mark one only:

1. Bank wire to my account.
2. Check by regular mail to the below address.
3. Check by FedEx to the below address.
 - a. Print address for delivery

P.O. Box 2549, Murphys, CA 95247

DavidWBrown@Hotmail.com

1603 Copenhagen Drive, Suite 6, Solvang, CA 93463

Phone 805-686-1044

Fax 805-686-0252

LAW OFFICE OF
BRENDAN C. DOHERTY

1607 Mission Drive, Suite 302, Solvang, California 93463
Telephone: 805-697-7186 Facsimile: 877-482-2504

January 26, 2015

Office of the Treasurer-Tax Collector
PO Box 12005
Riverside, CA 92502-2205

*RE: Claim for excess proceeds to 1263 N. Phillips Ave.,
Banning; APN 534223016-6*

To Whom It May Concern:

I have been asked by David Brown to give my professional opinion regarding his client, Mr. Kenneth V. Dunton's claim to excess proceeds under section 4675 of the Revenue and Taxation Code for the above-referenced property in Riverside County.

First, preliminarily, the enclosed engagement documents between Mr. Brown and Mr. Dunton show that Mr. Brown is in compliance with the requirements of section 4675(c); as such he is the proper representative for Mr. Dunton's interest in this matter.

Second, based on an examination of the documents provided in this packet, I conclude that Mr. Dunton is entitled to these excess proceeds as a legitimate lien holder of record.

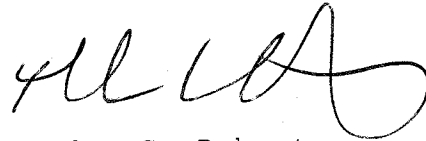
On October 6, 1992, Mr. Dunton created his revocable trust, the Kenneth V. Dunton Trust Agreement (a copy of the declaration of trust is attached). On August 2, 2007 a Deed of Trust was duly recorded with the Riverside County Recorder (enclosed), whereby Mr. Dunton, as trustee of his revocable trust, was named as beneficiary of the above-referenced property as a means of securing his \$215,000 loan to Kathy Janice DeLima, assessee of the above-referenced property. Mr. Dunton avers that this \$215,000 figure was the original amount of the lien, and that there were no payments received from Ms. DeLima - see his enclosed affidavit and accounting. Thus, Mr. Dunton's lien interest in the subject property grew from a starting balance of \$215,000 to more than \$370,000 by the end of September 2014. Accordingly, Mr. Dunton is due the excess process as a lien holder of record under section 4675(a).

Letter to the Office of the Treasurer-Tax Collector
January 26, 2015

--page 2--

If your office has any questions or concerns for which I may be of assistance, I am happy to help in resolving this matter expeditiously.

Regards,

A handwritten signature in black ink, appearing to read "BCD", with a large, stylized flourish at the end.

Brendan C. Doherty

BCD:amv
enclosures

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 199 Item 267 Assessment No.: 534223016-6

Assessee: DELIMA, KATHY JANICE

Situs: 1263 N PHILLIPS AVE BANNING 92220

Date Sold: February 4, 2014

Date Deed to Purchaser Recorded: March 21, 2014

Final Date to Submit Claim: March 23, 2015

RECEIVED
2014 MAY -8 PM 2:48
RIVERSIDE COUNTY
TREAS-TAX COLLECTION

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 215,000⁰⁰ 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. 2007-0500636, recorded on 08/02/2007. A copy of this document is attached hereto. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.


NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

- 1) Deed of Trust with Assignment of Rents
- 2) Trust Document (1st Three Pages and Signature Page)

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 5th day of May, 2014 at Calaveras County, California
County, State


Signature of Claimant

Signature of Claimant

Kenneth V. Dunton, Trustee
Print Name Kenneth V. Dunton Trust

Print Name

P.O. Box 2549 (1962 Forest Meadows Dr)
Street Address

Street Address

Murphys, CA 95247-2549
City, State, Zip

City, State, Zip

(209) 743-3112
Phone Number

Phone Number

Recording Requested By
 First American Title Company
 Riverside Resale

DOC # 2007-0500636
 08/02/2007 08:00A Fee:19.00

Page 1 of 2
 Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder



2861566.04

Order No. 2861566
 Escrow No. 3977GM
 Loan No.

WHEN RECORDED MAIL TO:
Kenneth V. Dunton, Trustee
P. O. Box 2549
Murphys, CA 95247

Parcel No. 534-223-016-6

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Deed of Trust with Assignment of Rents
 (This Deed of Trust contains an acceleration clause)

19

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027

This DEED OF TRUST, made July 31, 2007, between **Kathy Janice DeLima**, a single woman herein called TRUSTOR, whose address is **1010 La Terraza Unit 210, Corona, CA 92879**, **First American Title Company**, a California corporation, herein called TRUSTEE, and **Kenneth V. Dunton, Trustee of the Kenneth V. Dunton Trust Agreement dated October 6, 1992**, herein called BENEFICIARY, WITNESSETH: That Trustor grants to Trustee in Trust with Power of Sale, that property in the **Banning, County of Riverside, State of California**, described as:

Lot 16, Block E of Desert Edge Subdivision, in the City of Banning, County of Riverside, State of California, as per Map on file in Book 18, Page 32, of maps, records of said County.

If the Trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of this title or any interest therein in any manner or way, whether voluntary or involuntarily, without written consent of the beneficiary being first had and obtained, beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable together with the rents, issues and the profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of \$ **215,000.00** with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, and (2) the performance of each agreement of Trustor incorporated by reference or contained herein and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	SanBenito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	135	47
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18						

San Diego SERIES 5 Book 1964, Page 149774

Handwritten initials: KY

shall insure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefore does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

Signature of Trustor

Kathy Janice DeLima
Kathy Janice DeLima

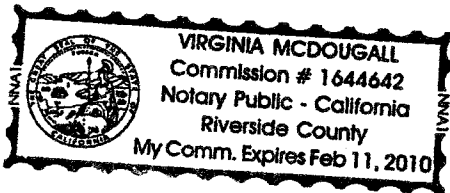
STATE OF CALIFORNIA }
COUNTY OF Riverside } S.S.

On July 31, 2007, before me, Virginia McDougall Notary
(date of notarization) (must complete with name of Notary and Title)

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

WITNESS my hand and official seal.

Signature Virginia McDougall



KENNETH V. DUNTON TRUST AGREEMENT

THIS AGREEMENT, which shall be known as the KENNETH V. DUNTON TRUST AGREEMENT, is dated October 6, 1992, and made at Merced, California, by and between KENNETH V. DUNTON (hereinafter called "trustor") and KENNETH V. DUNTON (hereinafter called "trustee"):

W I T N E S S E T H:

WHEREAS, the trustor hereby transfers, conveys, assigns and delivers to the trustee the property described in Exhibit "A" attached, and the trustee acknowledges receipt of the same; and

WHEREAS, the trustor may designate the trustee as primary or contingent beneficiary of one or more life insurance policies; and

WHEREAS, the trustor is married to ANA G. DUNTON, and all references in this agreement to the trustor's spouse are to her; and

WHEREAS, there are now living three (3) children of the trustor, namely VICKI G. SALERNO, born April 2, 1959, STEVEN V. DUNTON, born March 29, 1962, and JENNIFER D. DUNTON, born January 23, 1973, and there is no other child of the trustor who is now living or who is now deceased with any descendants now living;

NOW, THEREFORE, such property, and the proceeds of such policies (when payable), and all other property hereafter becoming subject to this agreement, shall be held in trust upon the following terms and conditions:

ARTICLE 1 - TRUSTOR'S TRUST

A. Introduction: Unless otherwise specified in writing at the time of contribution, all property contributed in trust under this agreement while the trustor is living shall be allocated to the Trustor's Trust and held, administered and distributed as specified in this ARTICLE. The trustor shall be the primary beneficiary of the trust.

B. Income and Principal: The trustee shall distribute to the trustor as much of the net income or principal, or both, of the trust estate, up to and including the whole of each, as in the trustee's discretion is necessary or advisable for the trustor's support in his accustomed manner of living. Any net income not so distributed shall be added to principal.

C. Withdrawal Rights: The trustor may, by written notice delivered to the trustee during the trustor's lifetime, withdraw from the trust estate any or all property then held in the trust.

D. Termination: Upon the death of the trustor, the trustee shall divide, allocate and distribute the remaining balance of the trust estate (including any property receivable from the probate estate of the trustor or receivable from any other source as a result of the death of the trustor) into two (2) shares, namely the Exempt Share and the Non-Exempt Share. The Exempt Share shall consist of the maximum amount possible without causing the federal generation skipping transfer tax (GSTT) inclusion ratio with respect to the Exempt Share (calculated after allowance for any GSTT exemption allocated to property in the remaining balance of

the trust estate) to exceed zero. The Non-Exempt Share shall consist of the balance (if any) of the remaining balance of the trust estate. The Exempt Share shall be allocated by right of representation among the trustor's descendants who survive the trustor for at least thirty (30) days, and each descendant's share shall be retained in trust as specified in ARTICLE 2. The Non-Exempt Share shall be allocated by right of representation among the trustor's descendants who survive the trustor for at least thirty (30) days, and each descendant's share shall be distributed or retained in trust as specified in ARTICLE 3.

ARTICLE 2 - EXEMPT DESCENDANTS' TRUSTS

A. Introduction: All property which is allocated to a descendant of the trustor under this agreement and which is exempt from the federal generation skipping transfer tax shall be held and administered by the trustee as a separate trust for such descendant (hereafter in this ARTICLE called the "Descendant") as provided in this ARTICLE. The Descendant shall be the primary beneficiary of the trust.

B. Income: During such time as the Descendant is less than thirty (30) years of age, the trustee shall accumulate and add to principal all of the net income of the trust estate, except as provided in paragraph C of this ARTICLE. During such time as the Descendant is thirty (30) years of age or older, the trustee shall distribute to the Descendant, annually or more frequently, all of the net income of the trust estate.

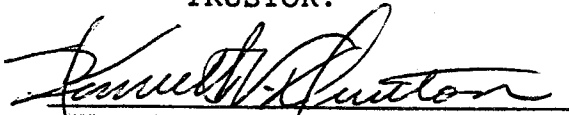
beneficiary of that trust. Such removal shall be effective upon delivering to the corporate trustee being removed (i) written notice of such removal and of appointment of a successor corporate trustee, signed by such beneficiary, and (ii) written acceptance of appointment by the successor corporate trustee. Upon such removal the removed corporate trustee shall promptly transfer all property held in the trust estate to the successor corporate trustee. For purposes of this paragraph, the written act of a primary beneficiary who is a minor or is incompetent or is otherwise legally disabled may be made and done by a duly appointed guardian or conservator of that beneficiary's estate, or if there is none, by the natural guardian of that beneficiary.

D. Bond: No bond shall be required of any trustee serving under this agreement, unless so ordered by a court of competent jurisdiction.

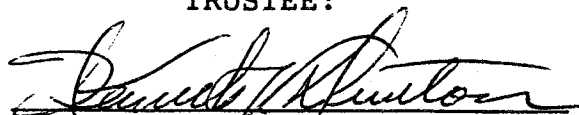
E. Review: No successor trustee shall have any duty to review, or shall be responsible for, the acts or omissions of any prior trustee.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first hereinabove set forth.

TRUSTOR:


KENNETH V. DUNTON

TRUSTEE:


KENNETH V. DUNTON

The Kenneth V. Dunton Trust
Kenneth V. Dunton, Trustee
P. O. Box 2549
Murphys, CA 95247-2549
(209)743-3112

May 4, 2014

Don Kent, Treasurer-Tax Collector
P. O. Box 12005
Riverside, CA 92502-2205

RE: Claim for Excess Funds TC 199
Assessment # 534223016-6

Gentlepersons:

Enclosed, please find my claim for Excess Proceeds From The Sale of Tax-Defaulted Property, together with the Deed of Trust with Assignment of Rents as well as Trust Document with signature page.

I was out of the United States for 5 months during the time that the sale occurred and did not receive the notice until I returned, which was too late.

Thank you for this opportunity to at least recover a small portion of my loss. I do appreciate your assistance.

Yours very truly,



Kenneth V. Dunton, Trustee
Kenneth V. Dunton Trust

KVD/k

Enclosures

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

MAR 11 2015

RECEIVED

km

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 199 Item 267 Assessment No.: 534223016-6

Assessee: DELIMA, KATHY JANICE

Situs: 1263 N PHILLIPS AVE BANNING 92220

Date Sold: February 4, 2014

Date Deed to Purchaser Recorded: March 21, 2014

Final Date to Submit Claim: March 23, 2015

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 59,458.50 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. 2007-0500636, recorded on 02/02/2007. A copy of this document is attached hereto. 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 10 day of March, 2015 at RIVERSIDE CALIF
County, State

Kathy Janice Delima
Signature of Claimant

Signature of Claimant

Kathy Janice delima
Print Name

Print Name

4563 Toyon Rd
Street Address

Street Address

RIVERSIDE, Ca 92504
City, State, Zip

City, State, Zip

951-544-9019
Phone Number

Phone Number

Recording Requested By
First American Title Company
Riverside Resale

DOC # 2007-0500635

08/02/2007 08:00A Fee: 7.00

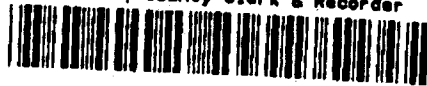
Page 1 of 1 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Larry M. Ward

Assessor, County Clerk & Recorder



2601566-04

RECORDING REQUESTED BY:
First American Title Company

AND WHEN RECORDED MAIL TO:
AND MAIL TAX STATEMENT TO:
Kathy Janice DeLima,
1010 La Terraza Unit 210
Corona, CA 92879

Order No. 2861566
Escrow No. 3977GM
Parcel No. 534-223-016-6

TRA.: 001-020

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			1						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
					VMC	T:001	CTY	UNI	027

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS \$236.50 and CITY \$
 X computed on full value of property conveyed, or
 computed on full value less liens or encumbrances remaining at the time of sale.
 unincorporated area: X City of Banning,

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Francisco Carbajal, a Married Man as his sole and separate property

hereby GRANTS to Kathy Janice DeLima, a single woman

the following described real property in the County of Riverside, State of California:

Lot 16, Block E of Desert Edge Subdivision, in the City of Banning, County of Riverside, State of California, as per Map on file in Book 18, Page 32, of maps, records of said County.

Date 7/31/2007

Francisco Carbajal

STATE OF CALIFORNIA

COUNTY OF Riverside

S.S.

On August 1, 2007, before me,

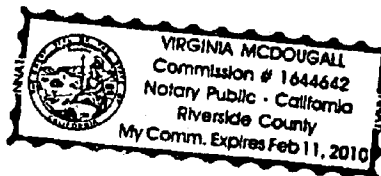
Virginia McDougall Notary
(Must complete with name of Notary and Title)

personally appeared Francisco Carbajal personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name 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 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

Virginia McDougall



Public Record

Recording Requested By
 First American Title Company
 Riverside Resale

DOC # 2007-0500636
 08/02/2007 08:00A Fee:19.00
 Page 1 of 2
 Recorded in Official Records
 County of Riverside
 Larry W. Ward
 Assessor, County Clerk & Recorder

2861566-07

Order No. 2861566
 Escrow No. 3977GM
 Loan No.



WHEN RECORDED MAIL TO:
 Kenneth V. Dunton, Trustee
 P. O. Box 2549
 Murphys, CA 95247

Parcel No. 534-223-016-6

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
2			2	1					
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
T:							CTY	UNI	027

Deed of Trust with Assignment of Rents
 (This Deed of Trust contains an acceleration clause)

19



This DEED OF TRUST, made July 31, 2007, between Kathy Janice DeLima, a single woman herein called TRUSTOR, whose address is 1010 La Terraza Unit 210, Corona, CA 92879, First American Title Company, a California corporation, herein called TRUSTEE, and Kenneth V. Dunton, Trustee of the Kenneth V. Dunton Trust Agreement dated October 6, 1992, herein called BENEFICIARY, WITNESSETH: That Trustor grants to Trustee in Trust with Power of Sale, that property in the Banning, County of Riverside, State of California, described as:

Lot 16, Block E of Desert Edge Subdivision, in the City of Banning, County of Riverside, State of California, as per Map on file in Book 18, Page 32, of maps, records of said County.

If the Trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of this title or any interest therein in any manner or way, whether voluntary or involuntarily, without written consent of the beneficiary being first had and obtained, beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable together with the rents, issues and the profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) payment of the sum of \$ 215,000.00 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, and (2) the performance of each agreement of Trustor incorporated by reference or contained herein and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	135	47
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18						

San Diego SERIES 5 Book 1964, Page 149774

Handwritten signature

shall insure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefore does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

Signature of Trustor

Kathy Janice DeLima
Kathy Janice DeLima

STATE OF CALIFORNIA)
COUNTY OF Riverside) S.S.

On July 31, 2007, before me, Virginia McDougall, Notary
(date of notarization) (must complete with name of Notary and Title)

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

WITNESS my hand and official seal.

Signature Virginia McDougall

