

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

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

121A



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

**SUBMITTAL DATE:**

**OCT 28 2015**

**SUBJECT:** Recommendation for Distribution of Excess Proceeds for Tax Sale No. 199, Item 315. Last assessed to: Marian S. Safrans, an unmarried woman and Carolyn S. Johnson, an unmarried woman and Hector E. Quintana, an unmarried man as tenants in common. District 4 [\$128,055]. Fund 65595 Excess Proceeds from Tax Sale.

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

1. Approve the claim from Found Extra Money, LLC, assignee for Marian S. Safrans, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 638132006-5;

(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*  
 Don Kent  
 Treasurer-Tax Collector

Departmental Concurrence

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 128,055	\$ 0	\$ 128,055	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

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

**C.E.O. RECOMMENDATION:**

**APPROVE**

BY: *Samuel Wong* 12/15/15  
 Samuel Wong

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

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

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

**Prev. Agn. Ref.:** | **District:** 4 | **Agenda Number:**

**9-13**

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

**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 315. Last assessed to: Marian S. Safrans, an unmarried woman and Carolyn S. Johnson, an unmarried woman and Hector E. Quintana, an unmarried man as tenants in common. District 4 [\$128,055]. Fund 65595 Excess Proceeds from Tax Sale.

**DATE: OCT 28 2015**

**PAGE:** Page 2 of 2

**RECOMMENDED MOTION:**

2. Approve the claim from Carolyn S. Johnson, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 638132006-5;
3. Approve the claim from Hector E. Quintana, last assessee for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 638132006-5;
4. Deny the claim from Global Discoveries, Ltd., assignee for HSBC Mortgage Services, Inc.;
5. Authorize and direct the Auditor-Controller to issue warrants to Found Extra Money, LLC, assignee for Marian S. Safrans in the amount of \$42,685.18, Carolyn S. Johnson in the amount of \$42,685.17 and Hector E. Quintana in the amount of \$42,685.17, 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 four claims for excess proceeds:

1. Claim from Found Extra Money, LLC, assignee for Marian S. Safrans based on an Assignment of Right to Collect Excess Proceeds dated September 24, 2014 and a Grant Deed recorded August 28, 2007 as Instrument No. 2007-0550151.
2. Claim from Carolyn S. Johnson based on a Grant Deed recorded August 28, 2007 as Instrument No. 2007-0550151.
3. Claim from Hector E. Quintana based on a Grant Deed recorded August 28, 2007 as Instrument No. 2007-0550151.
4. Claim from Global Discoveries, Ltd., assignee for HSBC Mortgage Services, Inc. based on an Assignment of Right to Collect Excess Proceeds dated March 4, 2014 and a Deed of Trust recorded November 29, 2005 as Instrument No. 2005-0980755.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Found Extra Money, LLC, assignee for Marian S. Safrans be awarded excess proceeds in the amount of \$42,685.18, Carolyn S. Johnson be awarded excess proceeds in the amount of \$42,685.17 and Hector E. Quintana be awarded excess proceeds in the amount of \$42,685.17. The claim from Global Discoveries, Ltd., assignee for HSBC Mortgage Services, Inc. be denied since the Deed of Trust holder was not a party of interest at the time of the sale because the property was foreclosed on previously through Trustee's Deed Upon Sale recorded April 6, 2007 as Instrument No. 2007-0235923. 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 assesseees of the property.

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

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

**FOUND EXTRA MONEY, LLC**  
UNCLAIMED MONEY CONSULTANTS  
**WWW.FoundExtraMoney.com**  
Email: [Richard@foundextramoney.com](mailto:Richard@foundextramoney.com)

**LAS VEGAS OFFICE:**

8022 S. Rainbow Blvd. #362  
Las Vegas, NV 89139  
Toll Free: (888) 867-4785  
Fax No: (702) 331-4992

**LOS ANGELES OFFICE**

9420 Reseda Blvd. #830  
Northridge, CA 91324  
Toll Free: (888) 867-4785  
Fax No.: (818) 701-7184

**PLEASE REPLY TO LOS ANGELES OFFICE**

October 7, 2014

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

**RE: Excess Proceeds Claim: Parcel Number 638-132-006 (66075 Avenida Cadena, Desert Hot Springs, CA 92240)**

Sale Date: 02/14/2014

Recorded Date: 03/21/2014

Total Amount of Excess Proceeds: approximately \$128,500.000

Claimant: MARIAN S. SAFRANS 75% of \$128,500.00 = \$96,375.00

Claimant: FOUND EXTRA MONEY, LLC ("FEM, LLC")—25% of \$128,500.00 = \$32,125.00

Dear Mr. Kent:

Enclosed for your reference, please find the following documents in support of our claim(s) for the excess proceeds resulting from the tax sale of the above-referenced property at the Tax Collector's Public Tax Auction held on August 20, 2013:

1. Copy of the Grant Deed recorded on 08/28/2007 showing Marian S. Safrans as having been granted the property along with two others as Tenants in Common for the above referenced APN (4 pages);
2. County of Riverside, Office of the Treasurer-Tax Collector Sale of Tax-Defaulted Property (Sale #TC199) on January 30, 2014 thru February 4, 2014, showing the above referenced parcel to be Item#315 on the sale list (1 page);

3. Property Report showing the legal description of the property, and showing MARIAN S. SAFRANS as having been the seller of the property at the time of the Public Auction which was recorded on 03/21/2014 (5 pages);
4. Riverside County Claim for Excess Proceeds from the Sale of Tax-Defaulted Property signed by MARIAN S. SAFRANS and dated September 24, 2014 (1 page);
5. Authorization, Assignment, and Fee Agreement signed by MARIAN S. SAFRANS (Assignor) on 09/24/2014 and FEM, LLC (Assignee) signed on 10/03/2014 to pay 25% of the amount to FEM, LLC (1 page);
6. Notarized Assignment of Right to Collect Excess Proceeds to Found Extra Money, LLC, signed by MARIAN S. SAFRANS on September 24, 2014, and by DENNIS A. MURKEY, Manager for Found Extra Money, LLC on 10/07/2014 (1 page);

Pursuant to California Courts of Appeals case law and statutory authority you must recognize that our rights, as an assignee, must be protected in any distribution of proceeds by issuing of a separate draft in the name of Found Extra Money, LLC. (*Marion Drive, LLC v. Saladino* (2006) 136 Cal.App.4<sup>th</sup> 1432, 1437; *Fjaeran v. Board of Supervisors* (1989) 210 Cal.App.3d 434,442; CA Rev. & Tax Code Sec. 4675, subd (e) (2). Assignments are permitted (Section 4675, subd. (b));

7. Riverside County Claim for Excess Proceeds from the Sale of Tax -Defaulted Property signed by DENNIS A. MURKEY, Manager for FEM, LLC on 10/03/2014 (1 page);
8. A completed W-9 Form signed by MARIAN S. SAFRANS on 9/24/2014 (1 page);
9. A completed W-9 Form signed by DENNIS A. MURKEY, Manager for FEM, LLC on 10/03/2014 (1 page);

10. Notarized Limited Power of Attorney authorizing Found Extra Money, LLC to represent MARIAN S. SAFRANS as true and lawful attorney to do all things with regard to the collection of excess proceeds, and signed by MARIAN S. SAFRANS on September 24, 2014 (1 page).

Please issue separate checks as follow:

MARIAN S. SAFRANS—75% = \$96,375.00  
FOUND EXTRA MONEY, LLC—25% = \$32,125.00

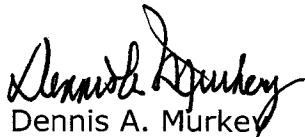
Mail to:

Found Extra Money, LLC  
9420 Reseda Blvd., #830  
Northridge, CA 91324

If you have any questions regarding the above, please do not hesitate to contact me at 888-867-4785.

Thank you.

Sincerely,



Dennis A. Murkev  
FEM, LLC

ASSIGNMENT OF RIGHT 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 assign to FOUND EXTRA MONEY, LLC my right to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 630-132-006-S sold at public auction on 02/04/2014. I understand that the total of excess proceeds available for refund is \$126,500.00 (APPROX.) and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VALUABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning.

Marian S. Safrans  
(Signature of Party of Interest/Assignor)

MARIAN S. SAFRANS  
(Name Printed)

18070 LANGLOIS RD, # 244  
(Address)

STATE OF CALIFORNIA )  
COUNTY OF Riverside ) ss.

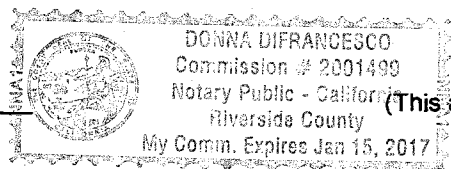
DESERT HOT SPRINGS, CA 92241  
(City/State/Zip)

(760) 818-9707  
(Area Code/Telephone Number)

On September 24, 2014 before me DONNA D. FRANCESCO <sup>NOTARY PUBLIC</sup> personally appeared MARIAN S. SAFRANS 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.  
Donna D. Francesco  
(Signature of Notary) <sup>NOTARY PUBLIC</sup>



I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest (assignor), pursuant to Section 4675 of the California Revenue and Taxation Code, all facts of which I am aware relating to the value of the right he is assigning, that I have disclosed to him the full amount of excess proceeds available, and that I HAVE ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN WITHOUT ASSIGNING THAT RIGHT.

Dennis A. Murkey  
(Signature of Assignee)

DENNIS A. MURKEY, MANAGER  
FOUND EXTRA MONEY, LLC  
(Name Printed)

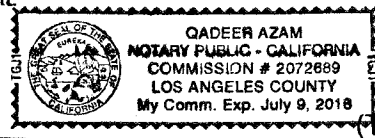
9420 RESEDA BLVD, # 830  
(Address)

STATE OF CALIFORNIA )  
COUNTY OF Los Angeles ) ss.

NORTHRIDGE, CA 91324  
(City/State/Zip)

On 10/7/2014 before me, the undersigned, a Notary Public in and for said State, personally appeared DENNIS A. MURKEY 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.  
Qadeer Azam  
(Signature of Notary)



(This area for official seal!)

**RECORDING REQUESTED BY  
FIRST AMERICAN TITLE INSURANCE COMPANY**

DOC # 2007-0550151  
08/28/2007 08:00A Fee:16.00  
Page 1 of 4 Doc T Tax Paid  
Recorded in Official Records  
County of Riverside  
Larry W. Ward  
Assessor, County Clerk & Recorder



Recording Requested by

and when recorded mail this deed  
and mail tax statement to:

Marian Safrans  
66075 Avienda Cadena  
Desert Hot Springs CA 92240  
Assessors Parcel No.  
638-132-006-5

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			4						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM
V-MX: 14 CTY UNI 029									

SPACE ABOVE THIS LINE FOR RECORDER'S USE

3287469

**GRANT DEED**

16 T  
029

The undersigned grantor(s) declare(s):  
Documentary transfer tax is \$ 302.50  
(X) computed on full value of the interest of property conveyed, or  
( ) computed on the full value less the value of liens or encumbrances  
remaining thereon at the time of sale.  
( ) Unincorporated area (X) City of Desert Hot Springs

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

US BANK NATIONAL ASSOCIATION, TRUSTEE,

hereby GRANTS(s) to Marian S. Safrans, an unmarried woman and Carolyn S. Johnson, an unmarried woman and Hector E. Quintana, an unmarried man as tenants in common

the following described real property in the City of Desert Hot Springs, County of Riverside, State of California:

Lot 206 of Tract No. 3303, as shown by Map on file in Book 56, Pages 82 and 86 inclusive of Maps in the office of the county recorder of Riverside County, California.

Dated August 7, 2007

State of California )  
County of SAN DIEGO ) ss

On AUG 07 2007 before me,

A.P. Clark  
a Notary Public in and for said county and state personally appeared Deborah Sarot  
Asst. Vice President

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

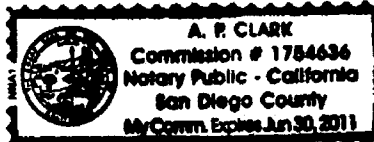
Signature A.P. Clark (This area for official notarial seal)

Title Order No. \_\_\_\_\_ Escrow Number 40629

By JPMorgan Chase Bank, N.A.

As Attorney-in-Fact  
US BANK NATIONAL ASSOCIATION, TRUSTEE

Deborah Sarot  
By: Deborah Sarot  
Asst. Vice President



Exp: JUN 30, 2011

GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE ILLEGIBLE PORTION  
OF THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS  
FOLLOWS:

**"SEE ATTACHED EXHIBIT B"**

PLACE OF EXECUTION: SANTA ANA, CALIFORNIA

DATED: 8/26/07

  
\_\_\_\_\_

BY: Joe Castro  
FIRST AMERICAN TITLE INSURANCE COMPANY



"EXHIBIT B"

Recording Requested by

and when recorded mail this deed  
and mail tax statement to:

Marian Safrans  
66075 Avienda Cadena  
Desert Hot Springs CA 92240  
Assessors Parcel No.  
638-132-006-5

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED**

The undersigned grantor(s) declare(s):  
Documentary transfer tax is \$ 302.50.  
(X) computed on full value of the interest of property conveyed, or  
( ) computed on the full value less the value of liens or encumbrances  
remaining thereon at the time of sale.  
( ) Unincorporated area (X) City of Desert Hot Springs

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

US BANK NATIONAL ASSOCIATION, TRUSTEE,

hereby GRANTS(S) TO Marian Safrans, an unmarried woman  
Carolyn Johnson, an unmarried woman  
Hector Quintana, an unmarried man and as tenants in common

the following described real property in the City of Desert Hot Springs, County of  
Riverside, State of California:

Lot 206 of Tract No. 3303, as shown by Map on file in Book 56, Pages 82 and 86  
inclusive of Maps in the office of the county recorder of Riverside County,  
California.

Dated August 3, 2007

State of California )  
County of \_\_\_\_\_ ) SS

US BANK NATIONAL ASSOCIATION, TRUSTEE

On \_\_\_\_\_ before me,  
\_\_\_\_\_  
a Notary Public in and for said county and  
state personally appeared \_\_\_\_\_

By: \_\_\_\_\_

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 \_\_\_\_\_ (This area for official notarial seal)

Title Order No. \_\_\_\_\_ Escrow Number 40629

Government Code 27361.7

I Certify Under Penalty of Perjury That The Notary Seal  
On The Document To Which This Statement Is Attached  
Reads As Follows:

Name of Notary: A.P. Clark

Commission No: 1754636

Date Commission Expires: Jun 30, 2011

County: San Diego

By: Cesar

Date: 8/28/07

1

**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 315 Assessment No.: 638132006-5

Assessee: SAFRANS, MARIAN & JOHNSON, CAROLYN & QUINTANA, HECTOR

Situs: 66075 AVENIDA CADENA DESERT HOT SPRINGS 92240

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 ~~\$128,500.00~~ from the sale of the above mentioned real property. I/We were the  lienholder(s),  property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2014-0104753; recorded on 03/21/2014. 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.**

GRANT DEED

SEE ATTACHED DOCUMENTS

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 24 day of Sept., 2014 at Riverside Co. California  
County, State

\* Marian S. Safrans  
Signature of Claimant

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

MARIAN S. SAFRANS  
Print Name

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

18070 LANGLOIS RD., # 244  
Street Address

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

DESERT HOT SPRINGS, CA 92241  
City, State, Zip

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

(760) 818-9707  
Phone Number

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

**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 315 Assessment No.: 638132006-5

Assessee: SAFRANS, MARIAN & JOHNSON, CAROLYN & QUINTANA, HECTOR

Situs: 66075 AVENIDA CADENA DESERT HOT SPRINGS 92240

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 \$ 128,500.00 (APPROX) from the sale of the above mentioned real property. I/We were the  lienholder(s), ASSIGNEE  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. 2014-004753; recorded on 03/21/2014. 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.**

ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 3RD day of OCTOBER, 2014 at LOS ANGELES, CA  
County, State

Dennis A. Murkey  
Signature of Claimant  
DENNIS A. MURKEY, MANAGER  
FOUND EXTRA MONEY, LLC  
Print Name  
9420 RESEDA BLVD, # 830  
Street Address  
NORTHRIDGE, CA 91324  
City, State, Zip  
(888) 867-4785  
Phone Number

\_\_\_\_\_  
Signature of Claimant  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City, State, Zip  
\_\_\_\_\_  
Phone Number

6

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Name (as shown on your income tax return)  
**Marian S. Safrans**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Other (see instructions) ▶ \_\_\_\_\_

Exemptions (see instructions):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_

Address (number, street, and apt. or suite no.)  
**18070 Langlois Rd., #244**  
 City, state, and ZIP code  
**Desert Hot Springs, CA 92241**

Requester's name and address (optional)

List account number(s) here (optional)

Print or type  
See Specific Instructions on page 2.

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**

\* \_\_\_\_\_

**Employer identification number**

\_\_\_\_\_

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**    Signature of U.S. person ▶ \* *Marian S. Safrans*    Date ▶ \* *9-24-14*

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



**FOUND EXTRA MONEY, LLC**

UNCLAIMED MONEY CONSULTANTS

**WWW.FoundExtraMoney.com**

Email: [Richard@foundextramoney.com](mailto:Richard@foundextramoney.com)

**LAS VEGAS OFFICE:**

8022 S. Rainbow Blvd. #362  
Las Vegas, NV 89139  
Toll Free: (888) 867-4785  
Fax No: (702) 331-4992

**LOS ANGELES OFFICE**

9420 Reseda Blvd. #830  
Northridge, CA 91324  
Toll Free: (888) 867-4785  
Fax No.: (818) 701-7184

**LIMITED POWER OF ATTORNEY**

**BE IT KNOWN** that **Marian S. Safrans** has made and appointed and by these presents does hereby make and appoint **Found Extra Money, LLC** in his/her name, place and stead, for the following and limited purposes only: TO DO ALL THINGS NECESSARY TO THE FILING, COLLECTION AND RECOVERY OF ANY AND ALL UNCLAIMED PROPERTY AND/OR EXCESS PROCEEDS FUNDS FROM ANY/ALL FINANCIAL INSTITUTIONS AND/OR GOVERNMENT AGENCIES, giving and granting said attorney full power and Authority to do and perform all and every act and thing whatsoever necessary to be done in And about the specific and limited premises (set out herein) as fully, to all intents and purposes as might or could be done if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney shall lawful do or cause to be done by virtue hereof.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal on this 24 day of September, 2014.

Marian S Safrans  
(Signature)

Marian S. Safrans  
(Please Print)

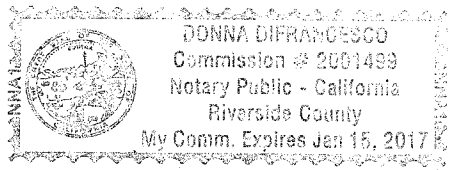
State of California

County of Riverside }

On 9/24/2014, before me, DONNA DiFRANCESCO, <sup>NOTARY</sup> ~~PUBLIC~~, personally appeared MARIAN S. SAFRANS, who proved to me the basis of satisfactory evidence to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledge 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.

Donna Di Francesco  
Notary Public  
My Commission Expires on: January 15, 2017



(Place Notary Seal above)

5

**FOUND EXTRA MONEY, LLC**  
UNCLAIMED MONEY CONSULTANTS  
**WWW.FoundExtraMoney.com**  
Email: Richard@foundextramoney.com

**LAS VEGAS OFFICE:**  
8022 S. Rainbow Blvd. #362  
Las Vegas, NV 89139  
Toll Free: (888) 867-4785  
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**LOS ANGELES OFFICE**  
9420 Reseda Blvd. #830  
Northridge, CA 91324  
Toll Free: (888) 867-4785  
Fax No.: (818) 701-7184

PLEASE REPLY TO: Los Angeles Office **CLAIM NO: RC-14-8**

**AUTHORIZATION AND FEE AGREEMENT**

By executing this Agreement, the undersigned hereby authorizes Found Extra Money, LLC, ("FEM, LLC") by its agents and its representatives, as Claimants' exclusive agent, and its assignee, to locate, prepare, and process all documents and receive and disburse all funds owed to Claimant, according to the terms of this Agreement, either as an individual, trustee, agent for a business entity, or as a personal representative or heir of an estate.

In consideration and for the time and expense to locate Claimant and in preparing and in processing the claims for these funds, that FEM, LLC has located for Claimant's benefit, Claimant agrees that FEM, LLC shall receive 25% (twenty five percent) of the total funds recovered. FEM, LLC is solely responsible for all processing costs including research costs, document preparation, filing fees and other costs associated with the processing of this claim, or claims. **No fee will be charged to Claimant if there is no recovery of funds.**

Claimant agrees to sign and return all documents necessary to process this claim, within 3 business days of FEM, LLC's request for such. In the event that the claim is not paid, both parties are released of their duties and obligations under this Agreement and Claimant will have no obligation to pay FEM, LLC for any expenses it has incurred.

This Agreement may be signed in counterparts and a signed copy received electronically, or by fax, shall be deemed an original and shall be governed by the laws of the State of California. In the event a dispute arises, the prevailing party shall be entitled to attorney's fees, costs and other relief by the Court. Venue shall be in Los Angeles County, California.

I agree to the above:

MARIAN S. SAFRANS  
APPLICANT/CLAIMANT (PLEASE PRINT):

By: \_\_\_\_\_

*Marian S. Safrans*  
(SIGNATURE):

Title: \_\_\_\_\_

Date: 9-24-14

*Denms A. Murkey, MANAGER*  
FOUND EXTRA MONEY, LLC

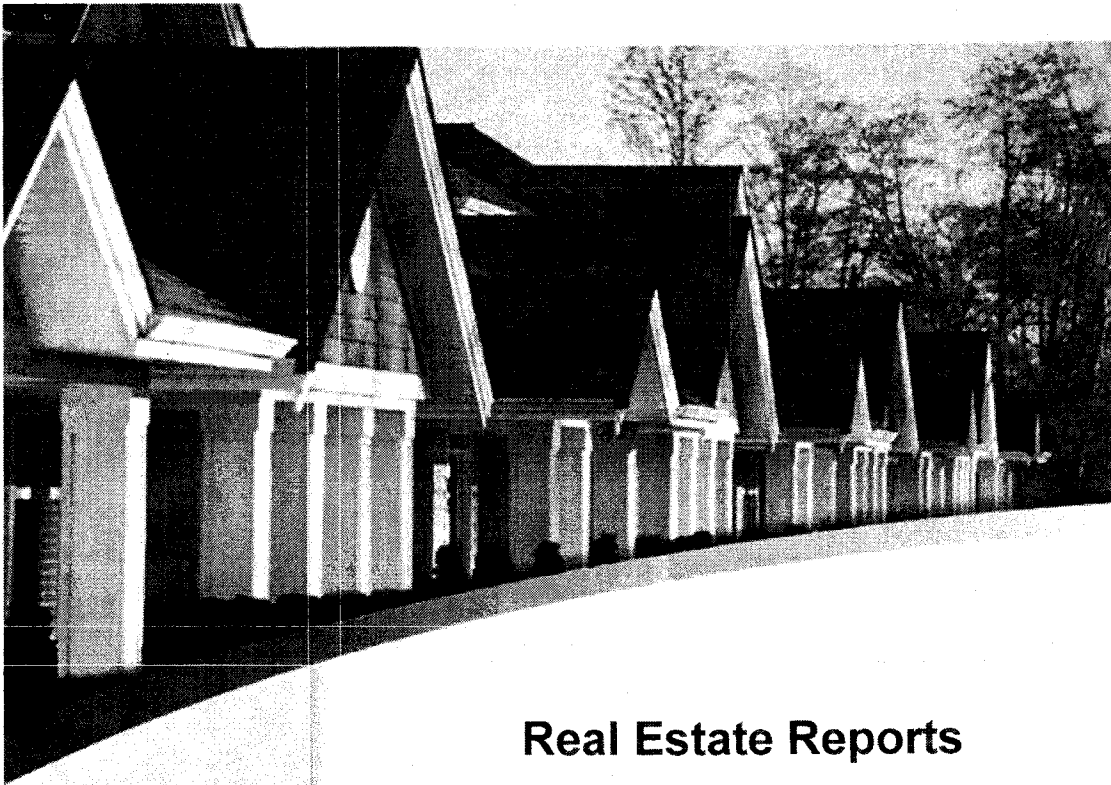
*Denms A. Murkey 10/03/2014*



COUNTY OF RIVERSIDE  
OFFICE OF THE TREASURER-TAX COLLECTOR  
SALE OF TAX DEFAULTED PROPERTY - TC199  
JANUARY 30, 2014 - FEBRUARY 4, 2014

<u>ITEM#</u>	<u>ASSESSMENT#</u>	<u>STATUS</u>	<u>SALE PRICE</u>
271	540220009-6	SOLD	\$522,600.00
272	540220017-3	SOLD	\$400,100.00
273	541101009-5	REDEEMED	
274	541121022-8	OFF SALE	
275	541191013-7	REDEEMED	
276	541191017-1	REDEEMED	
277	541191018-2	REDEEMED	
278	563204016-9	REDEEMED	
279	572030017-9	REDEEMED	
280	572080055-8	SOLD	\$10,000.00
281	572230018-8	SOLD	\$27,948.00
282	573080067-6	NO BID	
283	577240006-3	SOLD	\$13,800.00
284	577240007-4	REDEEMED	
285	577240011-7	SOLD	\$7,200.00
286	577240012-8	SOLD	\$13,600.00
287	577240013-9	SOLD	\$4,400.00
288	577240014-0	SOLD	\$13,400.00
289	577240015-1	SOLD	\$4,500.00
290	577240016-2	SOLD	\$10,100.00
291	577240018-4	SOLD	\$12,900.00
292	584240026-3	NO BID	
293	584240027-4	NO BID	
294	602550057-2	REDEEMED	
295	603061012-7	REDEEMED	
296	603072006-6	SOLD	\$25,200.00
297	603281016-1	SOLD	\$75,100.00
298	606123011-8	SOLD	\$39,500.00
299	606281012-8	REDEEMED	
300	606580002-3	REDEEMED	
301	608183003-1	REDEEMED	
302	611026003-9	REDEEMED	
303	611141020-0	SOLD	\$61,000.00
304	611341013-2	REDEEMED	
305	611362025-8	REDEEMED	
306	614130013-1	REDEEMED	
307	614180002-6	REDEEMED	
308	616360064-2	REDEEMED	
309	624141003-9	REDEEMED	
310	626201038-0	OFF SALE	
311	626450023-6	REDEEMED	
312	633043005-4	SOLD	\$450,100.00
313	636182006-6	SOLD	\$4,651.00
314	637211003-9	REDEEMED	
315	638132006-5	SOLD	\$153,000.00

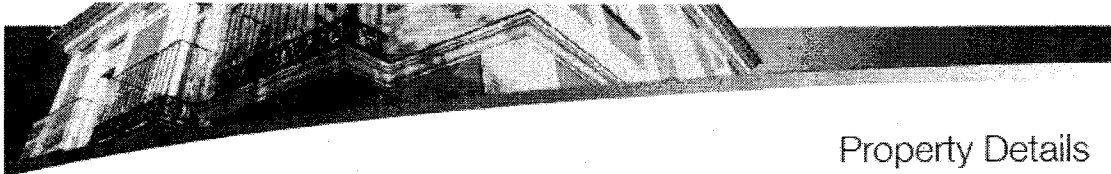
②



## Real Estate Reports

**Property:**  
66075 Avenida Cadena  
Desert Hot Springs, CA 92240  
APN: 638-132-006

Data deemed reliable, but not guaranteed. LPS Data Services 2009.  
Copyright 2009 AgentPro247.com LoanPro247.com TitlePro247.com



## Property Details

Arkansas Planar Solutions Llc,  
66075 Avenida Cadena, Desert Hot Springs, CA 92240

APN: 638-132-006  
Riverside County

## Owner Information

Primary Owner: ARKANSAS PLANAR  
SOLUTIONS LLC,

Secondary Owner:

Mail Address: 14080 PALM DR # D-299  
DESERT HOT  
SPRINGS CA 92240

Site Address: 66075 AVENIDA CADENA  
DESERT HOT  
SPRINGS CA 92240

Assessor Parcel Number: 638-132-006

Census Tract: 0445.18

Housing Tract Number: 3303

Lot Number: 206

Legal description: Lot: 206 Tract No: 3303 Abbreviated Description: LOT:206 CITY:DESERT HOT SPRINGS  
TR#:3303 LOT 206 MB 056/082 TR 3303 City/Muni/Twp: DESERT HOT SPRINGS

## Sale Information

Sale Date: 03/21/2014

Document #: 2014-0104753

Sale Amount: \$153,000

Seller: SAFRANS,  
MARIAN S;  
JOHNSON,  
CAROLYN S

Sale Type:

Cost/SF: \$80

## Assessment &amp; Tax Information

Assessed Value: \$156,000

Land Value: \$39,000

Imp. Value: \$117,000

Homeowner H  
Exemption:

% Improvement: 75%

Tax Amount: \$2,530.14

Tax Status: Delinquent: 2008

Tax Year: 2013

Tax Rate Area: 14-005

Tax Account ID:

## Property Characteristics

Bedrooms: 3

Year Built: 2004

Pool: P

Bathrooms: 1

Square Feet: 1,898 SF

Lot Size: 6,970 SF

Partial Baths: 1

Number of Units: 1

No of Stories: 1

Total Rooms:

Garage: Attached 2

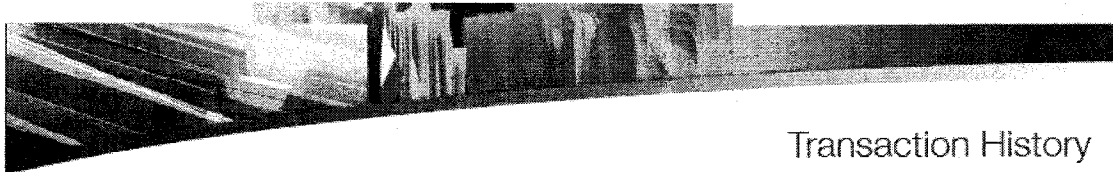
Fire Place: 1

Property Type: Single Family Residential Properties

Building Style:

Use Code: Single Family Residential

Zoning:



## Transaction History

Arkansas Planar Solutions Llc,  
66075 Avenida Cadena, Desert Hot Springs, CA 92240

APN: 638-132-006  
Riverside County

## Prior Transfer

Recording Date: 03/21/2014	Document #: <u>2014-0104753 BK-PG -</u>
Price: \$153,000	Document Type: Public Action
First TD: N/A	Type of Sale: Sold For Taxes
Mortgage Doc #:	Interest Rate:
Lender Name:	
Buyer Name: ARKANSAS PLANAR SOLUTIONS LLC,	
Buyer Vesting: N/A	
Seller Name: SAFRANS, MARIAN S; JOHNSON, CAROLYN S; QUINTANA, HECTOR E	
Legal description: Lot: 206 Tract No: 3303 Map Ref: MB56 PG82-86	
City/Muni/Twp: DESERT HOT SPRINGS	

## Prior Transfer

Recording Date: 08/28/2007	Document #: <u>2007-0550151 BK-PG -</u>
Price: \$275,000	Document Type: Grant Deed
First TD: \$220,000	Type of Sale: Full-Computed From Transfer Tax
Mortgage Doc #: <u>2007-0550152</u>	Interest Rate:
Lender Name: THE WOODY DEWAINE EDWARDS TRUST	
Buyer Name: SAFRANS, MARIAN S; JOHNSON, CAROLYN S; QUINTANA, HECTOR E	
Buyer Vesting: Tenants In Common	
Seller Name: US BANK NA,	
Legal description: Lot: 206 Tract No: 3303 Map Ref: MB56 PG82&86	
City/Muni/Twp: DESERT HOT SPRINGS	

## Prior Transfer

Recording Date: 08/00/2007	Document #: <u>2007-0550151 BK-PG -</u>
Price: \$275,000	Document Type: N/A
First TD: N/A	Type of Sale: Price Unconfirmed
Mortgage Doc #:	Interest Rate:
Lender Name: N/A	
Buyer Name: SAFRANS MARIAN	
Buyer Vesting: N/A	
Seller Name: N/A	
Legal description: Lot: 206 Tract No: 3303	
Abbreviated Description: LOT 206 MB 056/082 TR 3303	
City/Muni/Twp: DESERT HOT SPRINGS	

## Prior Transfer

Recording Date: 04/06/2007	Document #: <u>2007-0235923 BK-PG -</u>
Price: \$281,608	Document Type: Trustee's Deed
First TD: N/A	Type of Sale: Full Amount On Deed
Mortgage Doc #:	Interest Rate:
Lender Name:	
Buyer Name: US BANK NA,	
Buyer Vesting: N/A	
Seller Name: QUEBEC, LUPE	
Legal description: Lot: 206 Tract No: 3303 Map Ref: MB56 PG82-86	
City/Muni/Twp: DESERT HOT SPRINGS	

## Foreclosure Record

Recording Date: 01/16/2007  
 Document Type: Notice Of Sale (Aka Notice Of  
 Trustee's Sale)  
 Auction Location: 815 W 6TH ST, CORONA  
 Auction Date/Time: 01/31/2007 02:30 P.M.  
 Min. Bid Amount \$274,807

Document #: 2007-0031430 BK-PG -

## Mortgage Record

Recording Date: 11/29/2005  
 Loan Amount: \$100,000  
 TD Due Date: 11/14/2020  
 Interest Rate:  
 Lender Name: 123LOAN LLC  
 Lender Type: \*W  
 Borrowers Name: QUEBEC,LUPE  
 Vesting:

Document #: 2005-0980755 BK-PG -  
 Loan Type: Credit Line (Revolving)  
 Type of Financing:

## Mortgage Record

Recording Date: 03/17/2005  
 Loan Amount: \$266,250  
 TD Due Date: 04/01/2035  
 Interest Rate: 5.65%  
 Lender Name: BNC MORTGAGE INC  
 Lender Type: \*X  
 Borrowers Name: QUEBEC,LUPE  
 Vesting:  
 Fixed Step:  
 Adjustable Rate Index: 6 Month Libor  
 Rate Change Frequency: Six Months Or Semi-Annually  
 Int Rate not <: 5.65%  
 Maximum Interest Rate: 12.65%  
 Prepayment Penalty Rider: No

Document #: 2005-0209994 BK-PG -  
 Loan Type: Unknown  
 Type of Financing: ADJ

Change Index: 5.5%  
 First Change Date: 04/01/2007  
 Int Rate not >: 8.65%  
 Interest Only Period:  
 Prepayment Penalty Term:

## Mortgage Record

Recording Date: 12/18/2003  
 Loan Amount: \$167,135  
 TD Due Date: 01/01/2034  
 Interest Rate: 6.5%  
 Lender Name: WMC MORTGAGE CORP  
 Lender Type: \*X  
 Borrowers Name: QUEBEC,LUPE  
 Vesting:  
 Fixed Step:  
 Adjustable Rate Index: Libor  
 Rate Change Frequency: Six Months Or Semi-Annually  
 Int Rate not <:  
 Maximum Interest Rate:  
 Prepayment Penalty Rider: No

Document #: 2003-988842 BK-PG -  
 Loan Type: Unknown  
 Type of Financing: ADJ

Change Index: 6.37%  
 First Change Date:  
 Int Rate not >:  
 Interest Only Period:  
 Prepayment Penalty Term:

## Prior Transfer

Recording Date: 12/18/2003  
 Price: \$189,000  
 First TD: N/A

Document #: 2003-988841 BK-PG -  
 Document Type: Grant Deed  
 Type of Sale:

Mortgage Doc #: \_\_\_\_\_ Interest Rate: \_\_\_\_\_ Full-Computed From Transfer Tax

Lender Name: \_\_\_\_\_

Buyer Name: QUEBEC, LUPE

Buyer Vesting: N/A

Seller Name: R WAY INC,

Legal description: Lot: 206 Tract No: 3303 Map Ref: MB56 PG82-86

City/Muni/Twp: DESERT HOT SPRINGS

**Mortgage Record**

Recording Date: 02/26/2003 Document #: 2003-134460 BK-PG -

Loan Amount: \$120,000 Loan Type: Unknown

TD Due Date: \_\_\_\_\_ Type of Financing: \_\_\_\_\_

Interest Rate: \_\_\_\_\_

Lender Name: PSMC INC PROFIT SHARING PLAN

Lender Type: \*N

Borrowers Name: R WAY INC,

Vesting: \_\_\_\_\_

**Prior Transfer**

Recording Date: 12/06/2002 Document #: 2002-730520 BK-PG -

Price: \$32,000 Document Type: Individual Deed

Multiple Parcels Involved In This Transaction

First TD: N/A Type of Sale: Full-Computed From Transfer Tax

Mortgage Doc #: \_\_\_\_\_ Interest Rate: \_\_\_\_\_

Lender Name: \_\_\_\_\_

Buyer Name: R WAY INC,

Buyer Vesting: N/A

Seller Name: LAURO, FRANK S; LAURO, LYNN C

Legal description: Lot: 139&206 Tract No: 3303 Map Ref: MB56 PG82

**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 315 Assessment No.: 638132006-5

Assessee: SAFRANS, MARIAN & JOHNSON, CAROLYN & QUINTANA, HECTOR

Situs: 66075 AVENIDA CADENA DESERT HOT SPRINGS 92240

Date Sold: February 4, 2014

Date Deed to Purchaser Recorded: March 21, 2014

Final Date to Submit Claim: March 23, 2015

RECEIVED  
2014 AUG -4 PM 2:24  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$132,754.06 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. 2007-0550151, recorded on 8/28/2007. 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.**

Grant Deed Doc # 2007-0550151 Dated 8/28/2007

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 July, 2014 at Riverside, CA  
County, State

Hector E. Quintana  
Signature of Claimant

Hector E. Quintana  
Print Name

64060 Olympic Mountain Ave  
Street Address

Desert Hot Springs, CA 92240  
City, State, Zip

760-251-0235  
Phone Number

Carolyn S. Johnson  
Signature of Claimant

Carolyn S. Johnson  
Print Name

64060 Olympic Mountain Ave  
Street Address

Desert Hot Springs, CA 92240  
City, State, Zip

760-251-0235  
Phone Number

DOC # 2007-0550151

08/28/2007 08:00A Fee:16.00

Page 1 of 4 Doc T Tax Paid

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



Recording Requested by

and when recorded mail this deed and mail tax statement to:

Marian Safrans  
66075 Avienda Cadena  
Desert Hot Springs CA 92240  
Assessors Parcel No.  
638-132-006-5

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
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V-MHT: 14							CTY	UNI	209

SPACE ABOVE THIS LINE FOR RECORDER'S USE

3287469

GRANT DEED

16



The undersigned grantor(s) declare(s):

Documentary transfer tax is \$ 302.50

- (X) computed on full value of the interest of property conveyed, or
- ( ) computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.
- ( ) Unincorporated area (X) City of Desert Hot Springs

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

US BANK NATIONAL ASSOCIATION, TRUSTEE,

hereby GRANTS(S) TO Marian S. Safrans, an unmarried woman and Carolyn S. Johnson, an unmarried woman and Hector E. Quintana, an unmarried man as tenants in common

the following described real property in the City of Desert Hot Springs, County of Riverside, State of California:

Lot 206 of Tract No. 3303, as shown by Map on file in Book 56, Pages 82 and 86 inclusive of Maps in the office of the county recorder of Riverside County, California.

Dated August 3, 2007

State of California )  
County of SANDIEGO ) SS

On AUG 07 2007 before me,

a Notary Public in and for said county and state personally appeared Deborah Sarot

Asst. Vice President

By JPMorgan Chase Bank, N.A.

As Attorney-in-Fact

US BANK NATIONAL ASSOCIATION, TRUSTEE

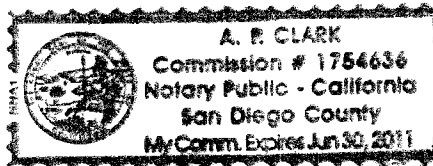
By: Deborah Sarot  
Asst. Vice President

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

(This area for official notarial seal)



EXP: JUN 30/2011

Title Order No. \_\_\_\_\_ Escrow Number 40629



GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE ILLEGIBLE PORTION  
OF THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS  
FOLLOWS:

“SEE ATTACHED EXHIBIT B”

PLACE OF EXECUTION: SANTA ANA, CALIFORNIA

DATED: 3/20/07

Joe Castro

BY: Joe Castro  
FIRST AMERICAN TITLE INSURANCE COMPANY

EXHIBIT B

Recording Requested by

and when recorded mail this deed  
and mail tax statement to:

Marian Safrans  
66075 Avienda Cadena  
Desert Hot Springs CA 92240

Assessors Parcel No.  
638-132-006-5

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED**

The undersigned grantor(s) declare(s):  
Documentary transfer tax is \$ 302.50.  
(X) computed on full value of the interest of property conveyed, or  
( ) computed on the full value less the value of liens or encumbrances  
remaining thereon at the time of sale.  
( ) Unincorporated area (X) City of Desert Hot Springs

**FOR A VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged,

US BANK NATIONAL ASSOCIATION, TRUSTEE,

hereby **GRANTS(S)** TO Marian Safrans, an unmarried woman  
Carolyn Johnson, an unmarried woman  
Hector Quintana, an unmarried man all as tenants in common

the following described real property in the City of Desert Hot Springs, County of  
Riverside, State of California:

Lot 206 of Tract No. 3303, as shown by Map on file in Book 56, Pages 82 and 86  
inclusive of Maps in the office of the county recorder of Riverside County,  
California.

Dated August 3, 2007

State of California )  
County of \_\_\_\_\_ ) SS

US BANK NATIONAL ASSOCIATION, TRUSTEE

On \_\_\_\_\_ before me,  
\_\_\_\_\_  
a Notary Public in and for said county and  
state personally appeared \_\_\_\_\_

By: \_\_\_\_\_

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 \_\_\_\_\_ (This area for official notarial seal)

Title Order No. \_\_\_\_\_ Escrow Number \_\_\_\_\_ 40629

Government Code 27361.7

I Certify Under Penalty of Perjury That The Notary Seal  
On The Document To Which This Statement Is Attached  
Reads As Follows:

Name of Notary: A. A. Clark

Commission No: 1754636

Date Commission Expires: Jun 30, 2011

County: San Diego

By: [Signature]

Date: 5/23/07

**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 315 Assessment No.: 638132006-5

Assessee: SAFRANS, MARIAN & JOHNSON, CAROLYN & QUINTANA, HECTOR

Situs: 66075 AVENIDA CADENA DESERT HOT SPRINGS 92240

Date Sold: February 4, 2014

Date Deed to Purchaser Recorded: March 21, 2014

Final Date to Submit Claim: March 23, 2015

RECEIVED  
2014 AUG -4 PM 2:24  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 132,754.06 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. 2007-0550151; recorded on 8/28/2007. A copy of this document is attached hereto.  We are the rightful claimants by virtue of the attached assignment of interest.  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.**

Grant Deed Doc # 2007-0550151 Dated 8/28/2007

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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 July, 2014 at Riverside, CA  
County, State

Hector E. Quintana  
Signature of Claimant

Hector E. Quintana  
Print Name

64060 Olympic Mountain Ave  
Street Address

Desert Hot Springs, CA 92240  
City, State, Zip

760-251-0235  
Phone Number

Carolyn S. Johnson  
Signature of Claimant

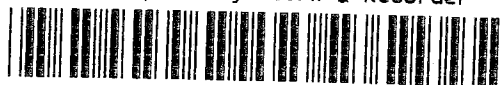
Carolyn S. Johnson  
Print Name

64060 Olympic Mountain Ave  
Street Address

Desert Hot Springs, CA 92240  
City, State, Zip

760-251-0235  
Phone Number

DOC # 2007-0550151  
 08/28/2007 08:00A Fee:16.00  
 Page 1 of 4 Doc T Tax Paid  
 Recorded in Official Records  
 County of Riverside  
 Larry W. Ward  
 Assessor, County Clerk & Recorder



Recording Requested by

and when recorded mail this deed  
 and mail tax statement to:

Marian Safrans  
 66075 Avienda Cadena  
 Desert Hot Springs CA 92240  
 Assessor's Parcel No.  
 638-132-006-5

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							CTY	UNI	59

SPACE ABOVE THIS LINE FOR RECORDER'S USE

3287469

GRANT DEED



The undersigned grantor(s) declare(s):  
 Documentary transfer tax is \$ 302.50  
 computed on full value of the interest of property conveyed, or  
 computed on the full value less the value of liens or encumbrances  
 remaining thereon at the time of sale.  
 Unincorporated area  City of Desert Hot Springs

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

US BANK NATIONAL ASSOCIATION, TRUSTEE,

hereby GRANTS(s) to Marian S. Safrans, an unmarried woman and Carolyn S.  
 Johnson, an unmarried woman and Hector E. Quintana, an unmarried man  
 as tenants in common

the following described real property in the City of Desert Hot Springs, County of  
 Riverside, State of California:

Lot 206 of Tract No. 3303, as shown by Map on file in Book 56, Pages 82 and 86  
 inclusive of Maps in the office of the county recorder of Riverside County,  
 California.

Dated August 7, 2007  
 State of California )  
 County of SAN DIEGO ) SS

On AUG 07 2007 before me,  
A. P. Clark  
 a Notary Public in and for said county and  
 state personally appeared Deborah Sarot  
Asst. Vice President

By JPMorgan Chase Bank, N.A.

As Attorney-in-Fact

US BANK NATIONAL ASSOCIATION, TRUSTEE

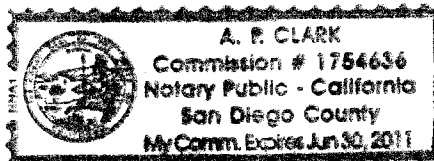
*Deborah Sarot*

By: Deborah Sarot  
 Asst. Vice President

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 A. P. Clark (This area for official notarial seal)



Title Order No. \_\_\_\_\_ Escrow Number 40629

GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE ILLEGIBLE PORTION  
OF THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS  
FOLLOWS:

**"SEE ATTACHED EXHIBIT B"**

PLACE OF EXECUTION: SANTA ANA, CALIFORNIA

DATED: 2/20/07

  
\_\_\_\_\_

BY: Joe Castro  
FIRST AMERICAN TITLE INSURANCE COMPANY

EXHIBIT B

Recording Requested by

and when recorded mail this deed  
and mail tax statement to:

Marian Safrans  
66075 Avienda Cadena  
Desert Hot Springs CA 92240

Assessors Parcel No.  
638-132-006-5

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED**

The undersigned grantor(s) declare(s):  
Documentary transfer tax is \$ 302.50.  
(X) computed on full value of the interest of property conveyed, or  
( ) computed on the full value less the value of liens or encumbrances  
remaining thereon at the time of sale.  
( ) Unincorporated area (X) City of Desert Hot Springs

**FOR A VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged,

US BANK NATIONAL ASSOCIATION, TRUSTEE,

hereby **GRANTS(S)** TO Marian Safrans, an unmarried woman  
Carolyn Johnson, an unmarried woman  
Hector Quintana, an unmarried man all as tenants in common

the following described real property in the City of Desert Hot Springs, County of  
Riverside, State of California:

Lot 206 of Tract No. 3303, as shown by Map on file in Book 56, Pages 82 and 86  
inclusive of Maps in the office of the county recorder of Riverside County,  
California.

Dated August 3, 2007

State of California )  
County of \_\_\_\_\_ ) SS

US BANK NATIONAL ASSOCIATION, TRUSTEE

On \_\_\_\_\_ before me,  
\_\_\_\_\_

By: \_\_\_\_\_

a Notary Public in and for said county and  
state personally appeared \_\_\_\_\_

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (This area for official notarial seal)

Title Order No. \_\_\_\_\_ Escrow Number \_\_\_\_\_ 40629

Government Code 27361.7

I Certify Under Penalty of Perjury That The Notary Seal  
On The Document To Which This Statement Is Attached  
Reads As Follows:

Name of Notary: L. A. Clark

Commission No: 1754336

Date Commission Expires: Jan 30, 2011

County: San Diego

By: [Signature]

Date: 5/23/07



**CLAIM SUMMARY**

Date: April 30, 2014  
To: Riverside County Treasurer and Tax Collector  
Assessors Parcel Number: 638132006-5  
Last Assessee: SAFRANS MARIAN S JOHNSON CAROLYN S  
Sale Date: 1/30/2014  
TC: TC199  
Item Number: 315

RECEIVED  
2014 MAY -5 PM 2:52  
RIVERSIDE COUNTY  
TREAS-TAX COLLECTOR

Dear Treasurer/Tax Collector:

1. Claimant(s): Global Discoveries, Ltd.

The following proof of claim(s) for excess proceeds and documents are attached:

1. Deed of Trust Document Number: 2005-0980755, Recorded in Riverside County on 11/29/2005.
2. MERS Servicer ID naming HSBC Mortgage Services, Inc as Servicer of above Loan
3. Loan Agreement (NOTE) along with an Affidavit of Original Instrument
4. Statement of Amount Due and Owing
5. Amount Due and Payable Calculation Worksheet
6. Certificate of Status for HSBC Mortgage Services, Inc
7. Certificate authorizing Timothy Wallace to act on behalf of HSBC Mortgage Services, Inc
8. Assignment of Rights To Collect Excess Proceeds signed by HSBC Mortgage Services, Inc
9. Claim form(s) signed by Global Discoveries

Upon approval, claimant(s) request that the Treasurer and Tax Collector issue its warrant(s) as follows:

- One warrant in the amount of \$100,000.00 or 100% of the claimant's share of the excess proceeds made payable to Global Discoveries, Ltd. and mailed to P.O. Box 1748, Modesto, California 95353-1748.

Please address questions regarding the attached claim(s) to Jed Byerly, Chief Operating Officer, at (209) 593-3913, or e-mail to [jed@globaldiscoveries.com](mailto:jed@globaldiscoveries.com).

The Client(s) and the staff of Global Discoveries, Ltd., thank you in advance for your timely review and approval of the attached claim(s).

**Certified Tracking Number: 7013-1710-0000-7420-0801**



ASSIGNMENT OF RIGHT 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 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 assign to GLOBAL DISCOVERIES, LTD. my right to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 638132006-5, Tax Sale Number TC199, Item 315 sold at public auction on 1/30/2014. I understand that the total of excess proceeds available for refund is \$ 128,553.00+/-, and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VALUABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning.

[Signature] 3-4-14  
(Signature of Party of Interest/Assignor) (Date)

HSBC Mortgage Services, Inc-By: Timothy J. Wallace-Vice President and Assistant Secretary of the Administrative Services Division  
(Name Printed)

Tax ID/SS# \_\_\_\_\_

636 Grand Regency Blvd.  
(Address)

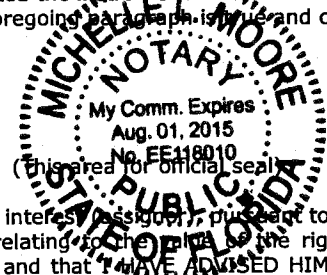
Brandon, FL 33510  
(City/State/Zip)

STATE OF Florida )ss.  
COUNTY OF Hillsborough )

813-571-8505  
(Area Code/Telephone Number)

On March 04, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Timothy J. Wallace Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to 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]  
(Signature of Notary)  
Michelle L. Moore



I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest (assignor), pursuant to Section 4675 of the California Revenue and Taxation Code, all facts of which I am aware relating to the value of the right he is assigning, that I have disclosed to him the full amount of excess proceeds available, and that I HAVE ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN WITHOUT ASSIGNING THAT RIGHT.

[Signature]  
(Signature of Assignee)

Jed Byerly, Chief Operating Officer  
(Name Printed)

Tax ID/SS# \_\_\_\_\_

Global Discoveries, Ltd.  
(Address)

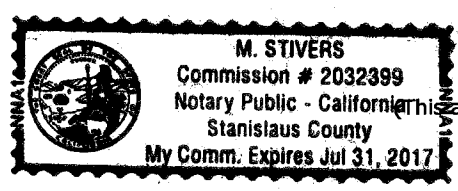
STATE OF CALIFORNIA )ss.  
COUNTY OF Stanislaus )

P.O. Box 1748  
Modesto, California 95353-1748  
(City/State/Zip)

Phone: (209) 593-3913

On March 10, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared \*\*\*Jed Byerly\*\*\* 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]  
(Signature of Notary)



4

DOC # 2005-0980755

11/29/2005 08:00A Fee:27.00

Page 1 of 7

Recorded in Official Records

County of Riverside

Larry U. Ward

Assessor, County Clerk & Recorder

This document was prepared by 123Loan, LLC

Please return this document after recording to:

Lender: Recording Services
25111 Country Club Blvd, Ste 275
North Olmsted, OH 44070
Attn: Jane Plimanto



1054213

State of California

Table with columns: M, S, U, PAGE, SIZE, DA, PCOR, NOCOR, SMF, MISC, A, R, L, COPY, LONG, REFUND, NCHG, EXAM

DEED OF TRUST

(With Future Advance Clause) MIN: 100308000016542133

27
T
R

- 1. DATE AND PARTIES. The date of this Deed of Trust (Security Instrument) is November 14, 2005 and the parties, their addresses and tax identification numbers, if required, are as follows: GRANTOR: Lupe Quebec, an Unmarried Woman

If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures and acknowledgments.

TRUSTEE:

Fidelity National Title Insurance Company

LENDER:

123Loan, LLC, a Nevada limited liability company
85 Enterprise, Suite 200, Aliso Viejo, CA 92656

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

- 2. CONVEYANCE. The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

As per legal description attached hereto and made a part hereof

A.P.N.: 638-132-006-5

The property is located in Riverside at 66075 Avenida Cadena
(County) Desert Hot Springs, California 92240
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). Grantor understands and agrees that MERS holds only legal title to the interests granted by Grantor in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender, including but not limited to, releasing and canceling this Security Instrument.

- 3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 100,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

CALIFORNIA - DEED OF TRUST (NOT FOR FNMA, FHLMC, FHA OR VA USE)

1994 Bankers Systems, Inc., St. Cloud, MN Form RFC-REDT-CA 1/17/2001
15222L

(page 1 of 6)

Handwritten signatures

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
- A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*

**Lupe Quebec, Home Equity Line of Credit Agreement and Promissory Note to 123Loan, LLC dated 11/14/2005 with a maturity date of 11/14/2020.**

- B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Grantor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All obligations Grantor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. **WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:
- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Grantor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. **CLAIMS AGAINST TITLE.** Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.
9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

*L* *Q*



All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

- 16. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Grantor agrees to pay all of Lender's expenses if Grantor breaches any covenant in this Security Instrument. Grantor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Grantor agrees to pay for any recordation costs of such release.
- 17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Grantor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Grantor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Grantor shall immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
- 18. CONDEMNATION.** Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 19. INSURANCE.** Grantor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

20. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.
21. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.
22. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.
23. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
24. **SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.
25. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors. Grantor shall be deemed to have requested a copy of any notice of default and of any notice of sale hereunder.
26. **WAIVERS.** Except to the extent prohibited by law, Grantor waives all appraisal or marshalling of assets relating to the Property.
27. **STATEMENT OF OBLIGATION.** Lender may collect a fee not to exceed the maximum allowed by applicable law for furnishing the statement of obligation as provided in Section 2943 of the Civil Code of California.
28. **SPOUSE'S SEPARATE PROPERTY.** Any Grantor who is a married person expressly agrees that recourse may be had against his or her separate property.

29. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:
- Line of Credit. The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
  - Construction Loan. This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
  - Fixture Filing. Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
  - Riders. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
    - Condominium Rider  Planned Unit Development Rider  1-4 Unit Rider
    - Other:
  - Additional Terms.

**SIGNATURES:** By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Lupe Quebec 11-15-2005  
 \_\_\_\_\_ Date \_\_\_\_\_ Date  
 \_\_\_\_\_ Date \_\_\_\_\_ Date  
 \_\_\_\_\_ Date \_\_\_\_\_ Date

**ACKNOWLEDGMENT:**  
 STATE OF CALIFORNIA, COUNTY OF Riverside  
 On this Nov 15th day of November 2005 before me Charlene Ann Nelson  
 \_\_\_\_\_ a notary public, personally appeared Lupe Quebec

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 Charlene Ann Nelson  
 Name (typed or printed) Charlene Ann Nelson



My commission expires: July 16, 2008

**REQUEST FOR FULL RECONVEYANCE**

To Trustee:

The undersigned is the holder of the note or notes secured by this Deed of Trust, which was recorded in the office of the Recorder of \_\_\_\_\_ County, State of California, in book \_\_\_\_\_, page \_\_\_\_\_ of official records. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitle thereto.

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

Assessor's Identification Number: \_\_\_\_\_



LOAN NUMBER: 1654213

BORROWER: Lupe Quebec

**Exhibit "A"**

**THE REAL PROPERTY IN THE CITY OF DESERT HOT SPRINGS, COUNTY  
OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS:**

**LOT 206, OF TRACT 3303 AS SHOWN BY MAP ON FILE IN BOOK 56,  
PAGE 82 TO 86 INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY  
RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.**



Process Loans, Not Paperwork™

[www.mers-servicerid.org](http://www.mers-servicerid.org)

**1 record matched your search:**

MIN: 1003080-0001654213-3 Note Date: 11/22/2005

MIN Status: Inactive

Servicer: HSBC Mortgage Services  
Brandon, FL

Phone: (800) 333-7023

If you are a borrower on this loan, you can [click here](#) to enter additional information and display the Investor name.


---

[Return to Search](#)

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NOTICE TO BORROWER: THE LINE OF CREDIT CONTAINS PROVISION FOR CHANGES IN THE INTEREST RATE.

Lupe Quebec 68075 Avenida Cadena Desert Hot Springs, CA 92241 New Ln # 12183521 Borrower's Name and Address "You" means each borrower above, jointly		 Loan Agreement (CEA)	123Loan, LLC Enterprise, Suite 200 Iso Viejo, CA 92656 Lender's Name and Address means the lender named above.
MIN Number: 100308000016542133 Loan No. 1654213 Date November 14, 2005 Line of Credit \$ 100,000.00	Initial Advance \$ 100,000.00 Minimum Advance \$ 100.00 Draw Period 15 years Repayment Period N/A	Maturity Date November 14, 2020 Billing Cycle monthly Payment Date monthly	

HOME EQUITY CREDIT LINE REVOLVING LOAN AGREEMENT

**GENERALLY:** This is an agreement about your home equity line of credit. Many of the terms we use in this agreement have special meanings. The term "loan account balance" means the sum of the unpaid principal of loans made under this plan, plus unpaid but earned finance charges, plus any credit insurance premiums that are due. "Line of Credit" means the maximum amount of principal we will ordinarily allow you to owe us under this plan at any time.

In addition, we will use the following terms for this home equity plan: "Initial Advance" means the amount of money we will require you to accept as an advance to open the plan. "Minimum Advance" means the smallest amount of money we will advance to you at your request.

If any term of this agreement violates any law or for some other reason is not enforceable, that term will not be part of this agreement. This agreement is subject to the laws of the state where the property securing this agreement is located.

**TAX DEDUCTIBILITY:** You should consult a tax advisor regarding the deductibility of interest and charges under this home equity plan.

**REQUESTING A LOAN:** You request a loan under this plan whenever you:

- write a check for at least the minimum advance listed above using one of the special checks you have for that purpose.

We may designate other means of accessing your account, which will be provided separately.

**HOW THE LOAN IS ADVANCED:** When you request a loan, we will, subject to any limitations contained in this agreement, advance exactly the amount you request, so long as the requested amount equals or exceeds the minimum advance listed in this agreement. We will make the advance by depositing the amount in your transaction account, by advancing the money directly to you, or by paying a designated third person or account, depending on how we agree to make the advance. We will record the amount as a loan in your loan account.

If your request is for less than the Minimum Advance, we may, at our option, grant the request. However, granting the request does not mean we will be required to grant requests for less than the minimum advance in the future. We always have the option to deny any such request.

However, we will not ordinarily grant any request for a loan which would cause the unpaid principal of your loan account balance to be greater than the Line of Credit listed in this agreement. We may, at our option, grant such a request without obligating ourselves to do so in the future.

**HOW FINANCE CHARGES ARE COMPUTED:** Finance charges begin to accrue immediately when we make a loan to you. To figure the finance charge, we will apply a periodic rate of finance charge each billing cycle to the "average daily balance" of your loan account for the billing cycle. The "average daily balance" is computed as follows: First, we take your loan account balance at the beginning of the day and subtract finance charges and credit insurance premiums (if any) that we subtract the portion of any payments or credits received I apply to the repayment of your loans. (A portion of each make is applied to finance charges and credit insurance pre Then we add any new loans made that day. This gives balance. Then we add up all the daily balances for the bi divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

The daily periodic rate of FINANCE CHARGE is 0.0276712 % which corresponds to an ANNUAL PERCENTAGE RATE of 10.1 %.

The initial interest rate will be in effect until 02/14/2006 (the "Initial Discounted Rate Period.")

On 02/15/2006, the rates will be subject to further adjustments and limitations, and produce the effects described below under the heading Variable Rate and Margin. The periodic rate and corresponding annual percentage rate described above is the initial rate assessed under this plan, and is not based on the relationship used for later rate adjustments. Had this rate been based on that relationship, the periodic rate of FINANCE CHARGE would have been 0.0358904 % which corresponds to an ANNUAL PERCENTAGE RATE of 11.1 %. The annual percentage rate includes interest and not other costs.

**VARIABLE RATE AND MARGIN:** The ANNUAL PERCENTAGE RATE may change, and will be 6.3500 % above the following "base rate": the highest base rate on corporate loans at large U.S. money center commercial banks that "The Wall Street Journal" publishes as the prime rate. The annual percentage rate may increase if this "base rate" increases. An increase will take effect on the first day of the billing cycle. An increase will result in an increase in the finance charge and it may have the effect of increasing your periodic minimum payment. The annual percentage rate will not increase more often than once a month. A decrease will have the opposite effect of an increase disclosed above.

If the base rate changes more frequently than the annual percentage rate, we will always use the base rate in effect on the day we adjust the annual percentage rate to determine the new annual percentage rate. In such a case, we will ignore any changes in the base rate that occur between annual percentage rate adjustments.

The "annual percentage rate" referred to in this section is the annual rate which corresponds to the periodic rate applied to the balance as described above. This corresponding ANNUAL PERCENTAGE RATE will never exceed 18%, and will never exceed the highest allowable rate for this type of agreement as determined by applicable state or federal law.

After the Initial Discounted Rate Period has elapsed, the ANNUAL PERCENTAGE RATE will never decrease below 7.00 %.

**PAYMENTS:** You may repay your entire outstanding balance at any time without penalty. You may not use your special checks to pay any amounts due under this Agreement. Because the Periodic Finance Charge is computed each day, you will contact us regarding the exact payoff amount for the day you intend to make full payment.

If you do not pay the entire unpaid balance on your Account at once, you agree to pay at least the minimum payment shown on your monthly statement at the address indicated on the monthly statement. Payments will be applied as follows: First, to any unpaid credit insurance charges; Second, to any accrued but unpaid Finance Charges; Third, to any unpaid administrative charges, provided in this Agreement. Fourth, to the unpaid outstanding balance of your Account (including all other fees or charges you are obligated to pay). Any part of your monthly payment to

applied to the amounts borrowed on your Account will be applied to Credit Line Revolving Loan Account in the order in which they were borrowed. Any part of your monthly Charges will be applied in the same

any billing cycle will be the greater of: Minimum Monthly Payment Due plus any administrative charges added to the nearest \$1.00 or

I HEREBY CERTIFY THIS TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL



(2) The amount of the Annual fee assessed on your Account. In each instance, the Minimum Monthly Payment will be adjusted to include any unpaid amounts due from prior billing cycles.

The term of this agreement will end 15 years after the date of this agreement, at which time you will be required to pay your entire remaining outstanding balance, plus all charges and Finance Charges as provided in this Revolving Loan Agreement.

**FIRST PAYMENT:** Your first payment will be due on the first payment date after you receive your first statement. All other payments are due on the payment dates described above.

**FINAL PAYMENT:** On the maturity date listed in this agreement, you must pay the amount of any remaining loan account balance outstanding.

The minimum payments will not repay the principal that is outstanding on your line. You will be required to pay the entire outstanding balance in a single balloon payment.

We are not obligated to refinance your loan at that time, but will consider your request to do so. If you refinance this account at maturity, you may have to pay some or all of the closing costs normally associated with a new loan even if you obtain financing from us.

**EARLY CLOSURE FEE:**

- This Agreement is not subject to an "Early Closure Fee."
- This Agreement is subject to an "Early Closure Fee." If you pay your loan balance in full and the security instrument on your loan is released for any reason within 24 months of the Note date your loan will be charged an "Early Closure Fee." You will not be charged an Early Closure Fee if the Lender suspends or terminates your loan. You may prepay all of any amount owing under this loan at anytime without incurring an Early Closure Fee, provided that you do not request the release of the security interest on your loan within 24 months of the Note date. If you do request a release of the security interest the "Early Closure Fee" will be equal to:

Six (6) months interest (based on the Annual Percentage Rate in effect at the time of the prepayment) on eighty-percent (80%) of the original "Line of Credit" amount.

**ADDITIONAL REPAYMENT TERMS:** If your loan account balance on a payment date is less than the minimum payment amount, you must pay only the loan account balance.

You can pay off all or part of what you owe at any time. However, so long as you owe any amount you must continue to make your periodic minimum payment.

**SECURITY:** We have secured your obligations under this plan by taking a security interest in the following property (by way of a separate Deed of

Trust dated November 14, 2005) whose address is:

66075 Avenida Cadena  
Desert Hot Springs, CA 92240

**As stated in the (Deed of Trust or Mortgage), Section 9:**

Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.

Any present or future agreement securing any other loan you have with us also will secure the payment of this loan. Property securing another loan will not secure this loan if such property is your principal dwelling and we fail to provide any required notice of right of rescission. Also, property securing another loan will not secure this loan to the extent such property is in household goods.

**PROPERTY INSURANCE:** You agree to obtain and maintain adequate insurance against fire, flood and such other reasonable risks to the aforementioned real estate as we may require, with loss payable clause in our favor as our interest may appear. Any proceeds of insurance required to be obtained hereunder will also be security for all sums due on the Account.

You may obtain such insurance from any agent, broker or insurance company of your choice, which is licensed to do business in the state where the real estate is located, but we reserve the right to reject any insurance company or policy for reasonable cause.

If you fail to keep the state insured as aforesaid, we may at our option purchase and pay such insurance, and the amount paid by us shall be added as an advance hereunder, to the balance due and be subject to finance charges.

**CHANGING THE TERMS OF THIS AGREEMENT:** Generally, we may not change the terms of this agreement. However, we may change the terms in the following circumstances:

- If this is a variable rate plan, we may change the index and margin if the original index described in this agreement becomes unavailable. Any new index will have a historical movement similar to the original, and, together with a new margin, will produce a similar interest rate.
- We may make changes that you have agreed to in writing.
- We may make changes that unequivocally benefit you.
- We may make changes to insignificant terms of this agreement. If we are required to send notice of a change in terms, we will send the notice to your address listed in this agreement. (You should inform us of any change in address.)

**ADDITIONAL CHARGES:** You agree to pay the following charges:

- An annual charge of \$ 50.00 This fee will be assessed each year.
- If the Note Holder has not received the full amount of any of my monthly payments by the end of Ten calendar days after the date it is due, I will promptly pay a late charge to the Note Holder. The amount of the charge will be 5.0000% of my overdue payment, but not less than U.S. \$ 42.08 and not more than U.S. \$ 42.08. I will pay this late charge only one on any late payment.
- A returned check charge of \$15.00.
- All fees identified in the "FEE ADDENDUM TO HOME EQUITY CREDIT LINE REVOLVING LOAN AGREEMENT" attached hereto and made a part hereof.

**COSTS OF DEBT COLLECTION:** You agree to pay all costs we incur (including reasonable attorney's fees and court costs) to collect this debt if you default on this obligation or become involved in any bankruptcy proceedings, to the extent permitted by law.

**NOTICE TO JOINT APPLICANTS:** Each applicant has the right to use this open-end credit plan to the extent of any limit contained herein, and may be liable for all amounts extended under this plan to any joint applicant. You may close the account at any time by notifying us in writing. Cancellation of the account by any signer of the agreement shall cancel the account for all persons on the account.

**DEFAULT AND CANCELLATION OF AGREEMENT:** We have the right to terminate your credit line and to require you to pay your entire balance plus all other accrued but unpaid charges immediately because of:

- (1) Subject to any right to cure you may have, you do not meet the repayment terms;
- (2) fraud or material misrepresentation in connection with the credit line, including failure to supply us with any material information requested or supplying us with misleading, false, incomplete or incorrect material information;
- (3) the filing of a bankruptcy petition by or against you accompanied by failure to make any payment when due under this Agreement;
- (4) the death of any borrower who signs this Agreement which adversely affects the property or our rights in the property securing this Agreement;
- (5) the institution of foreclosure proceedings or condemnation proceedings on the property or the institution of a trustor's sale by a lienholder, or governmental seizure of the property;
- (6) the sale or transfer of any interest in the property securing this Agreement, without our consent (unless our consent is not required under your Mortgage or Deed of Trust);
- (7) the creation of a lien on the property if such lien adversely affects the property or our rights in the property securing this Agreement;
- (8) failure to maintain the property, failure to pay real estate taxes on the property, abandonment of the property, failure to keep the property insured, or any action which is a default under your Mortgage or Deed of Trust which adversely affects the property or our rights in the property securing this Agreement; or
- (9) any other action or inaction you take that adversely affects the property or our rights in the property securing this Agreement.

**NOTICE: SEE THE FOLLOWING PAGE FOR ADDITIONAL PROVISIONS AND IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS AND CORRECT COPY OF THE ORIGINAL**

ADDITIONAL TERMS

SATISFACTION OF JUDGMENT - Spouse's Property: The separate property of any married person who signs this agreement shall be subject to execution to satisfy any judgment entered on this agreement.

REMEDIES: We may terminate your account, require you to pay the entire outstanding balance in one payment and fees related to the collection of the amount owing, if you are in default in any manner described above. In that instance, we may take other action short of termination, such as charging you a fee if you fail to maintain required property insurance and we purchase insurance. If we elect to terminate and accelerate the amounts owing on your account, we may use our right to set-off, unless prohibited.

Even if we choose not to use one of our remedies when you default, we do not forfeit our right to do so if you default again. If we do not use a remedy when you default, we can still consider your actions as a default in the future.

As provided by California Civil Code, Section 1812.400 et seq., if we have directly participated in, arranged, or received a commission or other compensation for the sale of credit disability insurance to you, we will not invoke any of our remedies against you because of your nonpayment of any sum due during a disability claim period. A disability claim period begins on the due date of the first payment you don't pay for which you claim disability coverage arising from a then current disability and continues for three calendar months or until the insurer pays or rejects your claim, whichever occurs first.

SUSPENSION OF CREDIT AND REDUCTION OF CREDIT LIMIT: We may temporarily prohibit you from obtaining additional extensions of credit, or reduce your credit limit if:

- (1) The value of the dwelling securing this home equity line of credit declines 50% or more below its appraised value for purposes of this line;
(2) We reasonably believe you will not be able to meet the repayment requirements due to a material change in your financial circumstances;
(3) You are in default of a material obligation of this agreement, which shall include, but is not limited to, your ongoing obligation to supply us with information we feel we need to assess your financial condition;
(4) A governmental action prevents us from imposing the annual percentage rate provided for in this agreement;
(5) The action of a governmental body adversely affects our security interest to the extent that the value of the security interest is less than 120% of the home equity line;
(6) The annual percentage rate corresponding to the periodic rate reaches the maximum rate allowed under this plan (if provided for in this agreement); or
(7) A regulatory agency has notified us that continued advances would constitute an unsafe business practice.
(8) In the event that any one signer on the account requests in writing that we suspend all of your rights to obtain loan advances under this agreement. If this occurs, no advance will be made under this agreement until each of you and all of you jointly agree in writing, without reservation or condition, to reinstate the terms of this agreement. Reinstatement of your right to obtain loan advances under this agreement will not occur if, at the time of our receipt of your written request for reinstatement, you are in default of this agreement or some condition exists which would allow us to temporarily suspend your right to obtain loan advances.

In the event that we suspend your right to additional advances or reduce your credit line, we will send you notice of our decision at the address listed in this agreement. (You should inform us of any change in your address.) If we have based our decision to suspend or reduce your credit privileges on an assessment of your financial condition or performance under this plan, and you believe that your situation has changed, you must request that we re-evaluate your situation, and reinstate your credit privileges.

CREDIT INFORMATION: You agree to supply us with whatever information we reasonably feel we need to decide whether to continue this plan. We agree to make requests for this information without undue frequency, and to give you reasonable time in which to supply the information.

You authorize us to make or have made any credit inquiries we feel are necessary. You also authorize the persons or agencies to whom we make these inquiries to supply us with the information we request.

ASSIGNMENT: We may assign all of part of the Account balance and our rights and obligations under this Agreement and the mortgage, deed of trust or other security agreement securing the Account to any person or

entity without notice to you. You may not transfer your rights under this agreement or the Account balance.

YOUR BILLING RIGHTS
KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Notify Us in Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.
The dollar amount of the suspected error.
Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings, checking or other account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities

After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

California law requires that we inform all customers that should they fail to fulfill the terms of their credit obligation, a negative credit report reflecting their credit record may be submitted to a credit-reporting agency.

SIGNATURES: By signing below, you agree to the terms of this agreement and you promise to pay any amounts you owe under this agreement. You also state that you received a completed copy of the agreement on today's date.

Signature [Handwritten Signature] 11-15-2005
Lupe Quebec Date

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

I HEREBY CERTIFY THIS TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL.
FOR INFORMATION CONTACT THE DEPARTMENT OF CORPORATIONS, STATE OF CALIFORNIA

# SIGNATURE AFFIDAVIT & AKA STATEMENT

DATE: November 14, 2005 LOAN NUMBER: 1654213

NAME AND ADDRESS OF BORROWER(S) <u>Lupe Quebec</u> <u>66075 Avenida Cadena</u> <u>Desert Hot Springs, CA 92240</u>	NAME AND ADDRESS OF LENDER / CREDITOR <u>123Loan, LLC</u> <u>85 Enterprise, Suite 200</u> <u>Aliso Viejo, CA 92656</u> PHONE NUMBER: <u>(800) 229-9070</u>
---	--

## SIGNATURE CERTIFICATION

I, Lupe Quebec certify that this is my true and correct signature.

Lupe Quebec  
Borrower

Lupe Quebec  
Sample Signature

## AKA STATEMENT

I, Lupe Quebec further certify that I am also know as (if NONE, Print "NONE"):

Maria Guadalupe De Quebec  
Name Variation

Maria Guadalupe De Quebec  
Sample Signature (Variation)

Lupe Dequebec  
Name Variation

Lupe De Quebec  
Sample Signature (Variation)

Name Variation

Sample Signature (Variation)

Name Variation

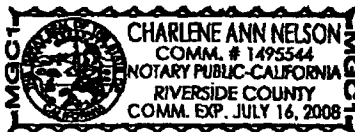
Sample Signature (Variation)

State of California County of Riverside ss:

On 11-15-2005, before me the undersigned, a Notary Public in and for said State, personally appeared Lupe Quebec

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 acknowledge 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.  
(Reserved for official seal)



Signature: Charlene Ann Nelson  
Name (typed or printed)

My commission expires: July 16, 2008

**AFFIDAVIT OF ORIGINAL INSTRUMENT**

The undersigned Affiant(s), HSBC Mortgage Services, Inc, declare as follows:

1. HSBC Mortgage Services, Inc resides at 636 Grand Regency Blvd., Brandon, FL 33510.
2. HSBC Mortgage Services, Inc is and has been the owner of this original instrument since January 07, 2006, the lawful owner of the original instrument described as follows: promissory note payable to HSBC Mortgage Services, Inc secured by a Deed of Trust.
3. I/We HSBC Mortgage Services, Inc possess the original instrument. We are unable to provide the original instrument because:  
It is against our internal policy and procedures to provide any documentation that bears any confidential information such as social security numbers, addresses, etc. The original note bears social security numbers of the borrower and other confidential information which we are barred from releasing. HSBC Mortgage Services, Inc does have the original notes however, this is not something that we can release to you. Clearly, the negotiable instrument (the note) cannot be defaced to redact this information.
4. The Affiant(s) is the owner of the promissory note secured by the Deed of Trust, executed by Lupe Quebec, as Trustor(s), to Fidelity National Title Insurance Company, as Trustee, in favor of 123 Loan, LLC as Beneficiary. The Deed of Trust was recorded in Riverside County, California, on 11/29/2005 as Instrument Number(s) 2005-980755, to secure a lien against the property(ies) identified by Assessors Parcel Number(s) 638132006-5, Situs Address: 66075 AVENIDA CADENA, DSRT HOT SPG, 92240
5. The terms of the Original Promissory Note are as follows:
  - a) Date of the Promissory Note is 11/14/2005.
  - b) Interest rate is 7% per annum.
  - c) Original Loan amount was \$100,000.00.
  - d) Payments are due on the 1<sup>st</sup> day of each month.
  - e) Late payment penalty is 5% of the monthly payment if not received within 10 days from the due date.
6. I have not transferred or in any other way been divested of the ownership of, or rights under, the original instrument.

The affiant(s) affirms, under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

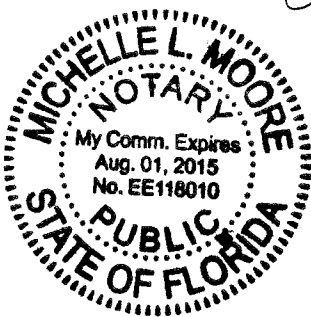
3-4-14  
DATE: MONTH, DAY, YEAR

Timothy J. Wallace  
HSBC Mortgage Services, Inc  
Timothy J. Wallace-Vice President and  
Assistant Secretary of the Administrative Services Division

**JURAT**

State of Florida  
County of Hillsborough

Subscribed and sworn to (or affirmed) before me on this  
04<sup>th</sup> day of March, 2014, by  
Date Month Year  
Timothy J. Wallace  
Name of Signer



(Place Notary Seal Above)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Signature]  
Signature of Notary Public  
Michelle L. Moore

STATEMENT OF AMOUNT DUE AND OWING

The undersigned hereby states that the original amount of the lien or security interest against Assessor's Parcel Number(s) 638132006-5, Situs Address: 66075 AVENIDA CADENA, DSRT HOT SPG, 92240 was \$100,000.00. The amount still due and owing as of the 1/30/2014 sale of the tax-defaulted property by the Riverside County Tax Collector was at least \$100,000.00; no further payments were received after this date.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

3-4-14  
DATE: MONTH, DAY, YEAR

Timothy J. Wallace, VP  
HSBC Mortgage Services, Inc  
Timothy J. Wallace-Vice President and  
Assistant Secretary of the Administrative Services Division

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of Florida

County of Hillsborough

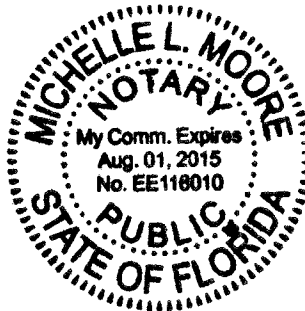
On 03/04/2014 before me, Michelle L. Moore, notary, personally appeared  
(Date) (here insert name and title of the officer)

Timothy J. Wallace, 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.

Michelle L. Moore (seal)  
Signature of Notary Public  
Michelle L. Moore





**Amount Due And Payable Calculation**

Trustor(s) or Debtor(s): Lupe Quebec  
 Beneficiary(ies) or Creditor(s): HSBC Mortgage Services, Inc  
 Instrument Number: 2005-980755  
 County: Riverside  
 APN: 638132006-5

Original Principal Balance of Loan: \$100,000.00  
 Interest Rate: 7%

Charge off Date: 3/15/2013  
 Interest Accrual to Date: 1/30/2014

Late Payment Penalty-Percent: 5%

Unpaid Principal Balance Due: \$100,000.00

**Total Due to Date: \$100,000.00**

Signer declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated this 4 day of March 2014

Signature: [Signature]  
 HSBC Mortgage Services, Inc  
 Timothy J. Wallace-Vice President and  
 Assistant Secretary of the Administrative Services Division

**CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC**

State of Florida  
 County of Hillsborough

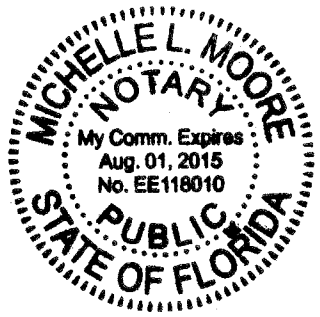
On 03/04/2014 before me, Michelle L. Moore, notary, personally appeared  
 (Date) (here insert name and title of the officer)  
Timothy J. Wallace

\_\_\_\_\_, 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] (seal)  
 Signature of Notary Public  
 Michelle L. Moore



**State of California**  
**Secretary of State**

CERTIFICATE OF STATUS

ENTITY NAME:

HSBC MORTGAGE SERVICES INC.

FILE NUMBER: C1860821  
REGISTRATION DATE: 06/07/1993  
TYPE: FOREIGN CORPORATION  
JURISDICTION: DELAWARE  
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,  
hereby certify:

The records of this office indicate the entity is qualified to  
transact intrastate business in the State of California.

No information is available from this office regarding the financial  
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate  
and affix the Great Seal of the State of  
California this day of February 21, 2014.

*Debra Bowen*


DEBRA BOWEN  
Secretary of State

**CERTIFICATE AS TO AUTHORITY  
OF TIMOTHY WALLACE**

The undersigned does hereby certify that she is a duly appointed, qualified and acting Assistant Secretary of the companies listed on Schedule I hereto (collectively, the "Companies" and each, the "Company") and that as such Assistant Secretary I have custody of the corporate books and records and hereby certify that:

1. Attached hereto as Exhibit A is a true and complete copy of the resolutions of the Company duly adopted on May 5, 2011 relating to the Administrative Services Division of the Company and said resolutions have not been amended or rescinded and are now in full force and effect; and
  
2. Timothy Wallace is a duly appointed and acting Vice President and Assistant Secretary of the Administrative Services Division of the Company and in said capacity is authorized to execute any and all documents as may be necessary or advisable at any time and from time to time to satisfy and facilitate his role on behalf of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of March 2012.

  
\_\_\_\_\_  
Lynne C. Zaremba  
Assistant Secretary

**Schedule I**

**List of Companies**

Beneficial Connecticut Inc.  
Beneficial Consumer Discount Company  
Beneficial Credit Services Inc.  
Beneficial Financial I Inc.  
Beneficial Florida Inc.  
Beneficial Homeowner Service Corporation  
Beneficial Kentucky Inc.  
Beneficial Loan & Thrift Co.  
Beneficial Louisiana Inc.  
Beneficial Maine Inc.  
Beneficial Massachusetts Inc.  
Beneficial Michigan Inc.  
Beneficial Mortgage Corporation  
Beneficial New Hampshire Inc.  
Beneficial New York Inc.  
Beneficial Oregon Inc.  
Beneficial Rhode Island Inc.  
Beneficial South Dakota Inc.  
Beneficial Tennessee Inc.  
Beneficial West Virginia Inc.  
Beneficial Wyoming Inc.  
Capital Financial Services Inc.  
Decision One Mortgage Company, LLC  
Household Finance Consumer Discount Company  
Household Finance Corporation II  
Household Finance Corporation III  
Household Finance Corporation of Alabama  
Household Finance Corporation of California  
Household Finance Corporation of Nevada  
Household Finance Corporation of West Virginia  
Household Finance Industrial Loan Company of Iowa  
Household Finance Realty Corporation of Nevada  
Household Finance Realty Corporation of New York  
Household Financial Center Inc.  
Household Industrial Finance Company  
Household Industrial Loan Company of Kentucky  
Household Realty Corporation  
HSBC Credit Center, Inc.  
HSBC Mortgage Services Inc.  
Mortgage One Corporation

**Confirmation of the Administrative Services Division**  
**Unanimous Written Consent of the Board of Directors of**  
**each of the companies identified on Schedule I (the "Company")**  
**dated May 5, 2011**

WHEREAS, the Company created the Administrative Services Division for the purpose of servicing the Company's loan operations.

NOW THEREFORE BE IT RESOLVED that the Administrative Services Division is hereby confirmed for the purpose of preparing, managing, executing and delivering certain documents and actions in connection with and for the purpose of servicing loans on behalf of the Company:

FURTHER RESOLVED that the President, a Vice President or any Assistant Vice President is hereby authorized and empowered in the Company's name and on its behalf to appoint various individuals to the office of Vice President & Assistant Secretary of the Administrative Services Division of the Company (for purposes herein, referred such appointed individuals is an "Authorized Individual");

FURTHER RESOLVED that such Authorized Individual is hereby authorized and directed to take, or cause to be taken, all such action and to prepare, execute, file and deliver any and all documents, certificates, instruments as may be necessary or advisable from time to time to satisfy, release, quitclaim, discharge, terminate or subordinate certain mortgages, pledges, assignments, notes, deeds of trust, security interests, judgments or other liens or interest in real or personal property as taken or held by the Company as security for loans or debts;

FURTHER RESOLVED that such Authorized Individual is hereby authorized and directed to take, or cause to be taken, all such action to prepare, execute, file and deliver any and all documents as may be necessary or advisable from time to time, including a power of attorney, to institute, defend and facilitate a foreclosure action on behalf of the Company or retain such outside counsel, agency or third party to act as the Company's agent in a foreclosure action;

FURTHER RESOLVED that such Authorized Individual is hereby authorized and directed to take, or cause to be taken, all such action and to prepare, execute, file and deliver any and all documents as may be necessary or advisable from time to time, including a power of attorney, to institute, defend and facilitate a bankruptcy action on behalf of the Company or retain such outside counsel, agency or third party to act as the Company's agent in a bankruptcy action;

FURTHER RESOLVED that such Authorized Individual working on behalf of the Company's Real Estate Owned Division is hereby authorized and directed to take, or cause to be taken, all such action to prepare, execute, file and deliver any and all documents as may be necessary or advisable from time to time to facilitate the sale or release of certain real estate owned by the Company, including by not limited, listing agreements, real estate sales contracts and addendums (as maybe amended, supplemented or otherwise modified from time to time), satisfactions, releases, quitclaims, discharges, termination or subordination of mortgages, HUD-1 Settlement Statements (as maybe amended, supplemented or otherwise modified from time to time), escrow instructions, pledges, assignments, notes, deeds of trust, security interests, judgments or other liens or interest on real or personal property as taken or held by the Company as security for loans or debts as such Authorized Individual is so directed and assigned such responsibility by the Authorized Individual's Unit Manager of the Company's Real Estate Owned Division;

FURTHER RESOLVED, that each Authorized Individual is authorized and directed to take, or cause to be taken, all such action and to execute, deliver, certify and/or file or cause to be executed and delivered, all such agreements, amendments, undertakings, documents, instruments and certificates and to

pay all related costs and expenses as such officer shall approve as necessary and/or advisable in order to carry out the intent and accomplish the purposes of the foregoing resolutions and the transactions contemplated thereby, the taking of such actions and the execution, delivery, and/or certification of such documents to be conclusive evidence of such approval; and

FURTHER RESOLVED, that any and all actions taken in connection with the objectives of the foregoing resolutions by any individual appointed to the Company's Administrative Services Division, or any person pursuant to a power of attorney granted by such officer, prior to the date of these resolutions is hereby ratified, confirmed and approved.

**CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY**

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 638132006-5  
Tax Sale Number: TC199  
Item Number: 315  
Date of Sale: 1/30/2014

The undersigned claimant, Global Discoveries, Ltd., claims \$100,000.00+/- or 100% of the claimant's share of the actual amount of excess proceeds from the sale of the property referenced above.

Global Discoveries, Ltd., claims its status as a party of interest pursuant to Section 4675 of the California Revenue and Taxation Code based upon the attached documentation:

Please refer to Claim Summary and attached Documents

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 10<sup>th</sup> day of March, 2014 at Modesto, California.

By: Jed Byerly  
Jed Byerly, Chief Operating Officer  
Global Discoveries, Ltd. Tax ID #  
P.O. Box 1748  
Modesto, CA 95353-1748  
(209) 593-3913

**CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC**

State of California )

County of Stanislaus )

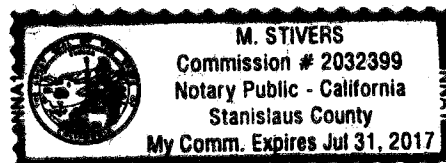
On 3/10/2014 before me, M. Stivers - Notary Public, personally appeared  
(Date) (here insert name and title of the officer)

Jed Byerly, 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.

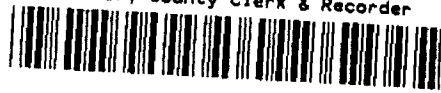
WITNESS my hand and official seal.

M. Stivers (seal)  
Signature of Notary Public



DOC # 2007-0235923  
04/06/2007 08:00A Fee:16.00  
Page 1 of 4

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



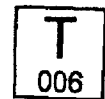
Recording Requested By:  
**FIRST AMERICAN LOANSTAR TRUSTEE SERVICES**  
P.O. BOX 961253  
FORT WORTH, TX 76161  
Mail Tax Statements To:  
**CHASE HOME FINANCE, LLC**  
10790 RANCHO BERNARDO DRIVE  
SAN DIEGO, CA 92127

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
			4						
M	A	L	465	426	PCOR	NCOR	SMF	NCHG	EXAM 006

APN NO.: 638-132-006-5  
TITLE ORDER NO.: 3111546  
TS NO.: 20069019204566  
LOAN TYPE: Conventional

CALIFORNIA

16



### TRUSTEE'S DEED UPON SALE

The undersigned grantor declares under penalty of perjury:

- 1) The grantee herein WAS the foreclosing beneficiary.
- 2) The amount of the unpaid debt together with costs was..... \$ 282,944.00
- 3) The amount paid by the grantee at the trustee sale was..... \$ 281,608.78
- 4) The documentary transfer tax is..... \$ 0.00
- 5) Said property is INCORPORATED / UNINCORPORATED

and **FIRST AMERICAN LOANSTAR TRUSTEE SERVICES**, (herein called Trustee), as the duly appointed Trustee under the Deed of Trust hereinafter described, does hereby grant and convey, but without warranty, express or implied to

### US BANK NATIONAL ASSOCIATION, TRUSTEE

(herein called Grantee), all of its right, title and interest in and to that certain property situated in the County of **RIVERSIDE**, State of **CALIFORNIA**, described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.**

#### RECITALS:

This conveyance is made pursuant to the powers conferred upon Trustee by that certain Deed of Trust dated 3/11/2005 and executed by,

**LUPE QUEBEC, AN UNMARRIED WOMAN**

**RECORDING REQUESTED BY  
FIRST AMERICAN TITLE COMPANY  
AS AN ACCOMMODATION ONLY**

(Page 1 of 2)

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Public Record



APN NO.: 638-132-006-5  
TITLE ORDER NO.: 3111546  
TS NO.: 20069019204566  
LOAN TYPE: Conventional

CALIFORNIA

### TRUSTEE'S DEED UPON SALE

as Trustor, and recorded 3/17/2005, as Instrument No. 2005-0209994, in Book , Page of Official Records of RIVERSIDE County, CALIFORNIA, and after fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance.

Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the office of the Recorded of said County.

All requirements of law regarding the mailing of copies of notices or the publication of a copy of the Notice of Default or the personal delivery of the copy of the Notice of Default and the posting and publication of copies of the Notice of a Sale have been met.

Said property was sold by said Trustee at public auction on 3/28/2007 at the place named in the Notice of Sale, in the County of RIVERSIDE CALIFORNIA, in which the property is situated. Grantee, being the highest bidder at such sale, became the purchaser of said property and paid therefore to said trustee the amount of \$281,608.78 in lawful money of the United States, or by the satisfaction, pro tanto, of the obligations then secured by said Deed of Trust.

Date: March 30, 2007

FIRST AMERICAN LOANSTAR TRUSTEE SERVICES

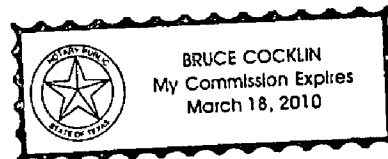
BY:   
ROBERT BOURNE, TRUSTEE OFFICER

State of TEXAS }  
County of TARRANT } §

On March 30, 2007 before me, Bruce Cocklin the undersigned Notary Public, personally appeared ROBERT BOURNE 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 



(Page 2 of 2)

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Public Record

**EXHIBIT A**

**PROPERTY ADDRESS:** 66075 AVENIDA CADENA, DESERT HOT SPRINGS, CA 92240  
**REFERENCE NUMBER:** 20069019204566

**LEGAL DESCRIPTION:**

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF RIVERSIDE, CITY OF DESERT HOT SPRING, AND DESCRIBED AS FOLLOWS:

LOT 206 OF TRACT NO. 3303, IN THE CITY OF DESERT HOT SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 56, PAGES 82, 83, 84, 85 AND 86 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ALL OIL, GAS, CASINGHEAD GAS AND OTHER HYDROCARBONS AND ALL OTHER MINERAL, CHEMICALS AND STEAM BUT WITHOUT THE RIGHT OF SURFACE ENTRY ON SAID LAND AS SET FORTH IN AN AMENDMENT TO CONTRACT OF SALE RECORDED SEPTEMBER 2, 1965 AS INSTRUMENT NO. 65-101852 AND IN DECLARATION OF RESTRICTIONS RECORDED NOVEMBER 14, 1966 AS INSTRUMENT NO. 66-110567 BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

**ASSESSOR'S PARCEL NUMBER:** 638-132-006-5

Government Code 27361.7


I Certify Under Penalty of Perjury That The Notary Seal  
On The Document To Which This Statement Is Attached  
Reads As Follows:

Name of Notary: BRUCE COCKLIN

Commission No: N/A

Date Commission Expires: MARCH 18-2010

County: TARRANT

By: 

Date: 4-6-07