FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS DATE 11/24/15

Departmental Concurrence

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

113B

FROM: TLMA – Code Enforcement Department

SUBMITTAL DATE: December 3, 2015

SUBJECT: Abatement of Public Nuisance [Excessive Outside Storage & Accumulated Rubbish]
Case No: CV15-01919 [SHARKEY]
Subject Property: 25294 Stephvon Way, Hemet
APN: 549-243-002
District: 3 [$0]

RECOMMENDED MOTION: That the Board of Supervisors move that:

1. The excessive outside storage of materials and accumulation of rubbish on the real property described as 25294 Stephvon Way, Hemet, Riverside County, California, APN: 549-243-002 be declared a public nuisance and a violation of Riverside County Ordinance Nos. 348 and 541.

2. Tani A. Sharkey, the owner of the subject real property, be directed to abate the excessive outside storage and accumulated rubbish on the property by removing the same from real property within ninety (90) days.

(Continued)

GREG FLANNERY
Code Enforcement Official

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	$ N/A	$ N/A	$ N/A	$ N/A	Consent ☐ Policy ☑
NET COUNTY COST	$ N/A	$ N/A	$ N/A	$ N/A	

SOURCE OF FUNDS

Budget Adjustment:

For Fiscal Year:

C.E.O. RECOMMENDATION:

APPROVE
BY: Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: Jeffries
Date: December 15, 2015
xc: Co. Co./TLMA-CED, Sheriff

Kecia Harper-Ihem
Clerk of the Board
By: Deputy

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

Prev. Agn. Ref.: | **District: 3** | **Agenda Number:** 9-23

RECOMMENDED MOTION (continued):

3. If the owner or whoever has possession of the real property does not take the above described action within ninety (90) days of the date of the Board's Order to Abate, that representatives of the Code Enforcement Department, Sheriff's Department, and/or a contractor, upon consent or receipt of a Court Order authorizing entry onto the real property, when necessary under applicable law, may abate the excess outside storage and accumulation of rubbish by removing and disposing of the same from the real property.

4. The reasonable costs of abatement, after notice and an opportunity for hearing, shall be imposed as a lien on the real property, which may be collected as a special assessment against the real property pursuant to Government Code Section 25845 and Riverside County Ordinance No. 725.

5. County Counsel be directed to prepare the necessary Findings of Fact and Conclusions that the excess outside storage of materials and accumulation of rubbish on the real property is declared to be in violation of Riverside County Ordinance Nos. 348 and 541, and a public nuisance, and further, to prepare an Order to Abate for approval by the Board.

BACKGROUND:

1. An inspection was made on the subject property by Code Enforcement Officer Jacob Dietrich on May 21, 2015. The Inspection revealed excessive outside storage of materials and an accumulation of rubbish on the subject property in violation of Riverside County Ordinance Nos. 348 and 541. The items included but were not limited to: couches, cardboard boxes, trash, debris, scrap wood, scrap metal, used tires, dresser, bench, table, discarded clothing, Christmas decorations, plastic crates, suitcases, vacuums, fiberglass insulation, plastic tubs, electrical wiring, a mattress, electronic waste, plunger, bubble wrap, grocery basket, discarded stuffed animals, pallets and other miscellaneous items, of about 2,900 square feet.

2. There have been approximately four (4) subsequent follow up inspections, with the last inspection occurring on August 25, 2015. The property continues to be in violation of Riverside County Ordinance Nos. 348 and 541.

3. Staff and the Code Enforcement Department have complied with the notice requirements set forth in the appropriate laws of this jurisdiction pertaining to the administrative abatement proceedings for the removal of the excessive outside storage and accumulated rubbish.

Impact on Citizens and Businesses

Failure to abate will have a negative impact on citizens or businesses due to health and safety hazards, nuisance, and potential impact on real estate values.

SUPPLEMENTAL:

N/A

Additional Fiscal Information

N/A

Contract History and Price Reasonableness

N/A

ATTACHMENTS

Declaration
Exhibits A-G

BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE

IN RE ABATEMENT OF PUBLIC NUISANCE [EXCESSIVE OUTSIDE STORAGE AND ACCUMULATED RUBBISH]; APN: 549-243-002, 25294 STEPHVON WAY, HEMET, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA; TANI A. SHARKEY, OWNER.	CASE NO. CV 15-01919 DECLARATION OF CODE ENFORCEMENT OFFICER JACOB DIETRICH [RCO Nos. 348, 541 & 725]

I, Jacob Dietrich, declare that the facts set forth below are personally known to me except to the extent that certain information is based on information and belief which I believe to be true, and if called as a witness, I could and would competently testify thereof under oath:

1. I am currently employed by the Riverside County Code Enforcement Department as a Code Enforcement Officer. My current official duties as a Code Enforcement Officer include inspecting property for violations and enforcement of the provisions of Riverside County Ordinances.

2. On May 21, 2015, I conducted an inspection of the real property described as 25294 Stephvon Way, Hemet, Riverside County, California and further described as Assessor's Parcel Number 549-243-002 (hereinafter described as "THE PROPERTY"). A true and correct copy of a Thomas Brothers map page indicating the location of THE PROPERTY is attached hereto and incorporated herein by reference as Exhibit "A."

3. A review of County records and documents disclosed that THE PROPERTY is owned by Tani A. Sharkey (hereinafter referred to as "OWNER"). A certified copy of the County Equalized Assessment Roll for 2015-2016 tax year and a copy of the report generated from the County Geographic Information System ("GIS") is attached hereto and incorporated herein by reference as Exhibit "B." The property is an improved parcel approximately 0.17 acres in size and is located within the R-T (Mobile Home Subdivision and Mobilehome Park) zone classification. This zone allows no outside storage of materials on THE PROPERTY. Accumulated rubbish in not permitted on any property within the unincorporated areas of the County of Riverside.

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FORM APPROVED COUNTY COUNSEL
BY: SOPHIA H. CHOI DATE 5/15/15

4. Based on the Lot Book Report from RZ Title Service dated May 28, 2015, it is determined that other parties may potentially hold a legal interest in THE PROPERTY, to wit: AccuBanc Mortgage, a division of National City Bank of Indiana (hereinafter referred to as "INTERESTED PARTY"). A true and correct copy of the Lot Book Report is attached hereto and incorporated herein by reference as Exhibit "C."

5. On May 21, 2015, I conducted an inspection from the road right of way. I observed excess outside storage and accumulated rubbish on THE PROPERTY. The outside storage of materials and accumulated rubbish consisted of, but was not limited to: couches, cardboard boxes, trash, debris, scrap wood, scrap metal, used tires, dresser, bench, table, discarded clothing, Christmas decorations, plastic crates, suitcases, vacuums, fiberglass insulation, plastic tubs, electrical wiring, a mattress, electronic waste, plunger, bubble wrap, grocery basket, discarded stuffed animals, pallets and miscellaneous items, of about 2,900 square feet. This condition causes THE PROPERTY to constitute a public nuisance in violation of the provisions set forth in Riverside County Ordinance ("RCO") Nos. 348 and 541.

6. On May 26, 2015, a Notice of Violation was mailed to OWNER by certified mail, return receipt requested.

7. On May 29, 2015, a Notice of Violation was posted on THE PROPERTY.

8. On July 2, 2015, Notice of Violation was mailed to INTERESTED PARTY by certified mail, return receipt requested.

9. A site plan and photographs depicting the conditions of THE PROPERTY are attached hereto and incorporated herein by reference as Exhibit "D."

10. True and correct copies of each Notice issued in this matter and other supporting documentation are attached hereto and incorporated herein by reference as Exhibit "E."

11. There have been approximately four (4) subsequent follow up inspections, with the last inspection being August 25, 2015. Each inspection revealed the accumulated rubbish and excess outside storage of materials remained on THE PROPERTY in violation of RCO Nos. 348 and 541.

12. Based upon my experience, knowledge and visual observations, it is my determination that the conditions on THE PROPERTY are dangerous to the neighboring property owners and the general public.

13. Furthermore, a recent inspection showed THE PROPERTY remained in violation of RCO Nos. 348 and 541.

14. A Notice of Pendency of Administrative Proceedings was recorded in the Office of the County Recorder, County of Riverside, State of California, on July 24, 2015, as Instrument Number 2015-0328746. A true and correct copy of which is attached hereto and incorporated herein by reference as Exhibit "F."

15. A "Notice to Correct County Ordinance Violations and Abate Public Nuisance" providing notification of the Board of Supervisors' hearing as required by RCO No. 725 was mailed to OWNER and INTERESTED PARTY by first class mail and was posted on THE PROPERTY. True and correct copies of the Notices, together with the Proofs of Service, and the Affidavit of Posting of Notices are attached hereto and incorporated herein by reference as Exhibit "G."

16. The removal of all accumulated rubbish and excess outside storage of materials currently on THE PROPERTY is required to bring THE PROPERTY into compliance with RCO Nos. 348 and 541, and the Health and Safety Code.

17. Accordingly, the following findings and conclusions are recommended:

(a) the excessive outside storage of materials and accumulated rubbish on THE PROPERTY to be deemed and declared a public nuisance; and

(b) the OWNER, or whoever has possession or control of THE PROPERTY, be required to remove all outside storage and accumulated rubbish on THE PROPERTY in strict accordance with the provisions of RCO Nos. 348 and 541.

(c) that if the materials and rubbish are not removed and disposed of in strict accordance with all Riverside County Ordinances, including but not limited to RCO Nos. 348 and 541, within ninety (90) days of the date of the posting and mailing of the Board's Order to Abate Nuisance, the outside storage of materials and accumulated rubbish may be abated and disposed of by representatives of the Riverside County Code Enforcement Department, a contractor, or the Sheriff's Department upon receipt of owner's consent or a Court Order when necessary under applicable law.

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(d) that reasonable costs of abatement, after notice and opportunity for hearing, shall be imposed as a lien on THE PROPERTY, which may be collected as a special assessment against THE PROPERTY pursuant to Government Code Section 25845 and RCO No. 725.

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

Executed this 5 day of OCTOBER, 2015, at RIVERSIDE Co., California.

JACOB DIETRICH
Code Enforcement Officer
Code Enforcement Department

EXHIBIT "A"

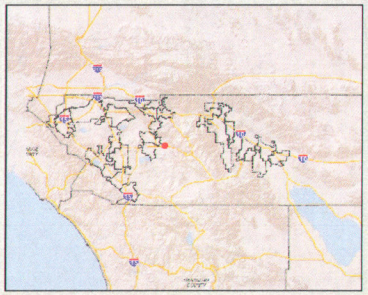
Assessment Roll For the 2015-2016 Tax Year as of January 1,2015

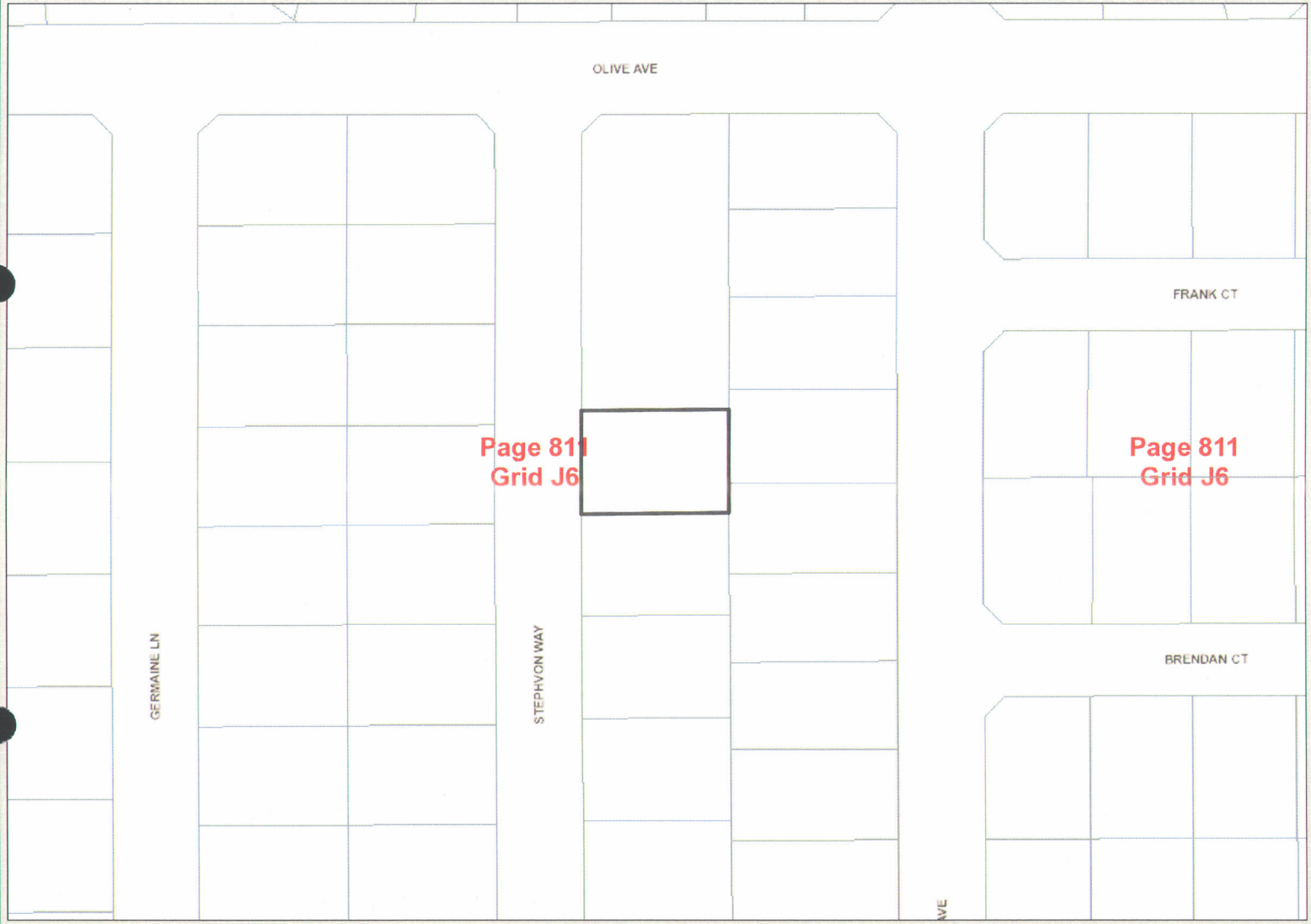
Assessment #549243002-3		**Parcel # 549243002-3**	
Assessee:	SHARKEY TANI A	**Land**	32,000
Mail Address:	25294 STEPHVON WAY HEMET CA 92544	**Structure**	67,000
		Full Value	99,000
Real Property Use Code:	MF		
Base Year	2006	**Homeowners' Exemption**	7,000
Conveyance Number:	0511821	**Total Net**	92,000
Conveyance (mm/yy):	6/2005		
PUI:	M020012		
TRA:	71-107		
Taxability Code:	0-00		
Assessment Description:	1984 GOLDENWEST SUNNYBROOK		
ID Data:	Lot 15 MB 083/003 TR 4500		
Situs Address:	25294 STEPHVON WAY HEMET CA 92544		

View Parcel Map

EXHIBIT "B"

MMC / TBM





Legend

- RCLIS Parcels
- TBM Page
- TBM Grid
- City Boundaries
- Cities
- roadsanno
- highways
  - HWY
  - INTERCHANGE
  - INTERSTATE
  - OFFRAMP
  - ONRAMP
  - USHWY
- counties
- cities
- hydrographylines
- waterbodies
  - Lakes
  - Rivers

0 129 258 Feet

IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON... 9/2/2015 8:40:41 AM

Notes

Riverside County Parcel Report

APN 549-243-002

Disclaimer

Report Date: Wednesday, September 02, 2015

MAPS/IMAGES

PARCEL

APN	549-243-002-3	**Supervisorial District 2011** **Supervisorial District 2001**	CHUCK WASHINGTON, DISTRICT 3 JEFF STONE, DISTRICT 3
Previous APN	000000000	**Township/Range**	T5SR1E SEC 8
Owner Name	TANI A SHARKEY	**Elevation Range**	No Elevation Range available
Address	25294 STEPHVON WAY HEMET, CA 92544	**Thomas Bros. Map Page/Grid**	PAGE: 811 GRID: J6
Mailing Address	See situs address	**Indian Tribal Land**	Not in Tribal Land
Legal Description	Recorded Book/Page: MB 83/3 Subdivision Name: TR 4500 Lot/Parcel: 15 Block: Not Available Tract Number: 4500	**City Boundary/Sphere**	Not within a City Boundary City Sphere: HEMET Annexation Date: Not Applicable No LAFCO Case # Available Proposals: Not Applicable
Lot Size	Recorded lot size is 0.17 acres	**March Joint Powers Authority**	NOT WITHIN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY
Property Characteristcs	Constructed: 1984 Baths: 2.00	**County Service Area**	Not in a County Service Area

PARCEL

Bedrooms: 2
Central Cool: Y
Central Heat: Y
Const. Type: WOOD FRAME
Prop Area: 1344 SqFt
Roof Type: COMPOSITION
Stories: 1

PLANNING

Specific Plans	Not within a Specific Plan	**Historic Preservation Districts**	Not in an Historic Preservation District
Land Use Designations	MDR	**Agricultural Preserve**	Not in an agricultural preserve
General Plan Policy Overlays	Not in a General Plan Policy Overlay Area	**Redevelopment Areas**	Not in a Redevelopment Area
Area Plan (RCIP)	San Jacinto Valley	**Airport Influence Areas**	Not in an Airport Influence Area
General Plan Policy Areas	None	**Airport Compatibility Zones**	Not in an Airport Compatibility Zone
Zoning Classifications (ORD. 348)	Zoning: R-T CZNumber: 0	**Zoning Districts and Zoning Areas**	VALLE VISTA, DIST
Zoning Overlays	Not in a Zoning Overlay	**Community Advisory Councils**	Not in a Community Advisory Council Area

ENVIRONMENTAL

CVMSHCP (Coachella Valley Multi-Species Habitat Conservation Plan) Plan Area	NOT WITHIN THE COACHELLA VALLEY MSHCP FEE AREA MSHCP Plan Area	**WRMSHCP (Western Riverside County Multi-Species Habitat Conservation Plan) Cell Group**	Not in a Cell Group
CVMSHCP (Coachella Valley Multi-Species Habitat Conservation Plan) Conservation Area	Not in a Conservation Area	**WRMSHCP Cell Number**	None
CVMSHCP Fluvial Sand Transport Special Provision Areas	Not in a Fluvial Sand Transport Special Provision Area	**HANS/ERP (Habitat Acquisition and Negotiation Strategy/Expedited Review Process)**	None
WRMSHCP (Western Riverside County Multi-Species Habitat Conservation Plan) Plan Area	None	**Vegetation (2005)**	Developed or Disturbed Land

FIRE

High Fire Area (Ord. 787)	Not in a High Fire Area	**Fire Responsibility Area**	Not in a Fire Responsibility Area

DEVELOPMENT FEES

CVMSHCP (Coachella Valley Multi-Species Habitat Conservation Plan) Fee Area (Ord 875)	NOT WITHIN THE COACHELLA VALLEY MSHCP FEE AREA MSHCP Fee Area	**RBBD (Road & Bridge Benefit District)**	Not in a District
WRMSHCP (Western Riverside County Multi-Species Habitat Conservation Plan) Fee Area (Ord. 810)	IN OR PARTIALLY WITHIN THE WESTERN RIVERSIDE MSHCP FEE AREA. SEE MAP FOR MORE INFORMATION	**DIF (Development Impact Fee Area Ord. 659)**	SAN JACINTO VALLEY
Western TUMF (Transportation Uniform Mitigation Fee Ord. 824)	IN OR PARTIALLY WITHIN A TUMF FEE AREA. SEE MAP FOR MORE INFORMATION. SAN JACINTO	**SKR Fee Area (Stephen's Kagaroo Rat Ord. 663.10)**	In or partially within an SKR Fee Area
Eastern TUMF (Transportation Uniform Mitigation Fee Ord. 673)	NOT WITHIN THE EASTERN TUMF FEE AREA	**DA (Development Agreements)**	Not in a Development Agreement Area

TRANSPORTATION

Circulation Element Ultimate Right-of-Way	Not in a Circulation Element Right-of-Way	**Road Book Page**	112A
		Transportation Agreements	Not in a Transportation Agreement
		CETAP (Community and Environmental Transportation Acceptability Process) Corridors	Not in a CETAP Corridor

HYDROLOGY

Flood Plan Review	Not Required	**Watershed**	SAN JACINTO VALLEY
Water District	EMWD	**California Water Board**	None
Flood Control District	RIVERSIDE COUNTY FLOOD CONTROL DISTRICT		

GEOLOGIC

Fault Zone	Not in a Fault Zone	**Paleontological Sensitivity**	Undetermined Potential" AREAS UNDERLAIN BY SEDIMENTARY ROCKS FOR WHICH LITERATURE AND
Faults	WITHIN A 1/2 MILE OF SAN JACINTO FAULT		

GEOLOGIC

Liquefaction Potential	Moderate
Subsidence	Susceptible

MISCELLANEOUS

School District	HEMET UNIFIED	**Tax Rate Areas**	04-007
Communities	Valle Vista		
Lighting (Ord. 655)	Zone B, 27.50 Miles From Mt. Palomar Observatory		
2010 Census Tract	043703		
Farmland	URBAN-BUILT UP LAND		
Special Notes	No Special Notes		

UNPUBLISHED STUDIES ARE NOT AVAILABLE HAVE UNDETERMINED POTENTIAL FOR CONTAINING SIGNIFICANT PALEONTOLOGICAL RESOURCES. THESE AREAS MUST BE INSPECTED BY A FIELD SURVEY CONDUCTED BY A QUALIFIED VERTEBRATE PALEONTOLOGIST.

COUNTY FREE LIBRARY
COUNTY STRUCTURE FIRE PROTECTION
COUNTY WASTE RESOURCE MGMT DIST
CSA 152
EASTERN MUN WTR IMP DIST 17
EASTERN MUNICIPAL WATER
FLOOD CONTROL ADMINISTRATION
FLOOD CONTROL ZONE 4
GENERAL
GENERAL PURPOSE
HEMET UNIFIED SCHOOL
LAKE HEMET MUNICIPAL WATER
LAKE HEMET MUNICIPAL WTR IMP U-2
METRO WATER EAST 1301999
MT SAN JACINTO JUNIOR COLLEGE
RIV CO REG PARK & OPEN SPACE
RIV. CO. OFFICE OF EDUCATION
SAN JACINTO BASIN RESOURCE CONS
SAN JACINTO VALLEY CEMETERY
VALLEY HEALTH SYSTEM HOSP DIST
VALLEY WIDE REC & PARK

PERMITS/CASES/ADDITIONAL

Building Permits

Case #	Description	Status
088020	MH SITE PREP	FINALED
089580	M/H INSTALLATION	FINALED
090667	2 AWNINGS & 1 PORCH TO MH	FINALED
BMR052259	PERM FOUNDATION TO EXISTING MOBILE HOME	FINAL

Environmental Health Permits

PERMITS/CASES/ADDITIONAL

Case #	Description	Status
No Environmental Health Permits	Not Applicable	Not Applicable

Planning Cases

Case #	Description	Status
No Planning Cases	Not Applicable	Not Applicable

Code Cases

Case #	Description	Status
CV1501919	ABATEMENT	OPEN

EXHIBIT "C"

P.Z. Title Service
P.O. Box 1193
Whittier, CA 90609
Tel # (562) 325-8351
Fax # (714) 783-3038

Lot Book Report

Order Number: **33221**

Order Date: 5/27/2015
Dated as of: 5/28/2015
County Name: Riverside

Customer:

RIVERSIDE COUNTY TLMA-CODE INFORCEMENT
4080 Lemon Street
Riverside CA 92501

Attn: Brent Steele
Reference: CV15-01919 / E. Ross
IN RE: SHARKEY, TAMI A.

FEE(s):
Report: $120.00

Property Address: 25294 Stephvon Way
Hemet CA 92544

Assessor's Parcel No. : 549-243-002-3

Assessments:

Land Value:	$27,000.00
Improvement Value:	$57,000.00
Exemption Value:	$7,000.00
Total Value:	$77,000.00

Tax Information

Property Taxes for the Fiscal Year	2014-2015
Total Annual Tax	$1,603.20
Status: Paid through	06/30/2015

Property Vesting

The last recorded document transferring title of said property

Dated	05/03/2005
Recorded	06/28/2005

P.Z. Title Service
P.O. Box 1193
Whittier, CA 90609
Tel # (562) 325-8351
Fax # (714) 783-3038

Order Number: 33221
Reference: CV15-01919 / E.

Document No.	2005-0511821
D.T.T.	$176.55
Grantor	Sylvia J. Bradley, a Widow (who acquired title as Sylvia J. I. Bradley)
Grantee	Tani A. Sharkey, an unmarried woman

Deeds of Trust

Position No.	1st
A Deed of Trust Dated	05/26/2005
Recorded	06/28/2005
Document No.	2005-0511822
Amount	$128,400.00
Trustor	Tani A. Sharkey, an unmarried woman
Trustee	National City Bank of Indiana
Beneficiary	AccuBanc Mortgage a division of National City Bank of Indiana

Additional Information

Document Type	Notice of Manufactured Home
Document No.	2005-0516034
Recorded	06/29/2005

Legal Description

THE LAND REFERRED TO IN THIS REPORT IS LOCATED IN AND IS DESCRIBED AS FOLLOWS:

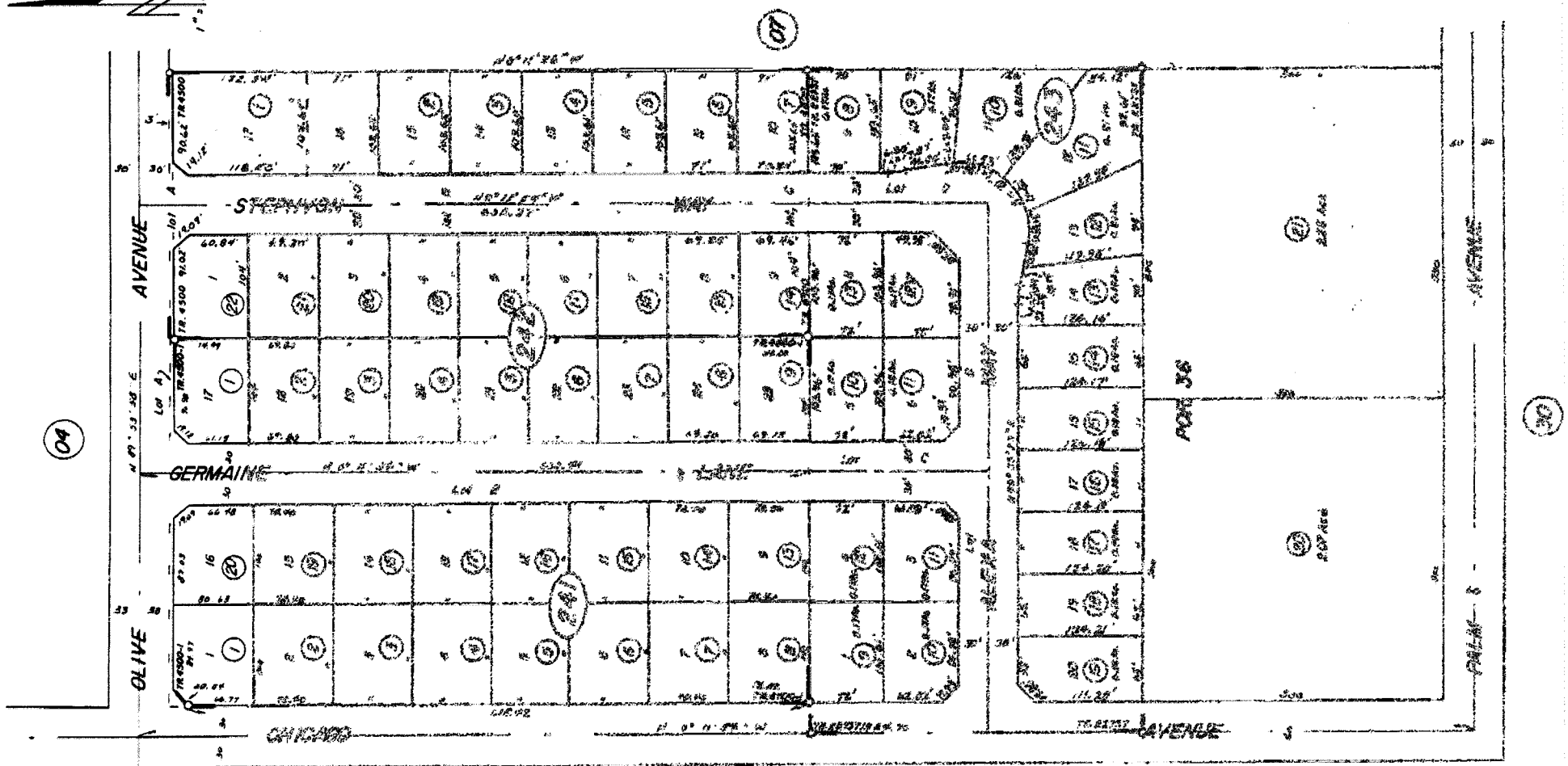
LOT 15 OF TRACT NO. 4500, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 83, PAGES 3 AND 4 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

549-07

549-24

T.R.A 7124
7110T

POR. RHO. SAN JACINTO VIEJO
(POR. SEC.8, T5S., R1E.)



DATE	OLD No	NEW No
8/70	27	31-46
"	28	47
1/77	46,47	48
5/88	240-11/12	241-20
"	240-31/32	242-1/2
"	240-39/40	242-7/8
"	240-46/47	243-7
"	240-48	243-1
"	28	241-9/12
		242-1/3
		243-6/12
"	240-29,30	243-8,9,11

M.B. 6/30T S.D. Fairview Tract
M.B 77/54-55 Tract No 4500-1
M.B. 83/3-4 Tract No 4500
M.B. 183/28-29 " " 22737

ASSESSOR'S MAP BK. 549 PG. 24
RIVERSIDE COUNTY, CALIF.

Recording Requested By
CHICAGO TITLE COMPANY

RECORDING REQUESTED BY:
Hemet Escrow Company

AND WHEN RECORDED MAIL TO:
AND MAIL TAX STATEMENT TO:
Ms. Tani ~~S.~~ A. Sharkey
25294 Stephvon Way
Hemet, CA 92544

Order No. 57034243-E75
Escrow No. 40397-NDS
Parcel No. 549-243-002-3

TRA 071-107

DOC # 2005-0511821
06/28/2005 08:00A Fee:7.00
Page 1 of 1 Doc T Tax Paid
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

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

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LJ
7

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS **$176.55** and CITY **$**
__x__ computed on full value of property conveyed, or
_____ computed on full value less liens or encumbrances remaining at the time of sale.
__x__ unincorporated area: _____ Hemet, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Sylvia J. Bradley, a Widow (who acquired title as Sylvia J.I. Bradley)

hereby GRANTS to **Tani ~~S.~~ A. Sharkey, an unmarried woman**
the following described real property in the County of **Riverside**, State of California:

Lot 15 of Tract No. 4500, in the County of Riverside, State of California, as per Map recorded in Book 83, pages 3 and 4 of Maps, in the Office of the County Recorder of said County.

Date May 3, 2005

Sylvia J. Bradley
Sylvia J. Bradley

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

On 5.12.05, before me, Nathalie D. Schmeiss, Notary Public *
personally appeared **Sylvia J. Bradley** ~~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 Nathalie D. Schmeiss

NATHALIE D. SCHMEISS
COMMISSION #1443870
Notary Public - California
RIVERSIDE COUNTY
My Commission Expires
OCTOBER 6, 2007

Recording Requested By
CHICAGO TITLE COMPANY
Recording Requested By:
KATHY HENSLEY

DOC # 2005-0511822
05/28/2005 08:00A Fee:72.00
Page 1 of 22
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

Return To:

National City Bank of Indiana
P.O. BOX 809068
DALLAS, TX 75380-9068

Prepared By:
KATHY HENSLEY

National City Bank of Indiana
P.O. BOX 809068
DALLAS, TX 75380-9068

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57034243 F75

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A	R	L			COPY	LONG	REFUND	NCHG	EXAM

DEED OF TRUST

T
LJ
72

DEFINITIONS
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated May 26, 2005, together with all Riders to this document.
(B) "Borrower" is

TANI A SHARKEY An Unmarried Woman

Borrower's address is 25294 STEPHVON WAY HEMET, California 92544. Borrower is the trustor under this Security Instrument.

(C) "Lender" is AccuBanc Mortgage a division of National City Bank of Indiana.
Lender is a National Banking Association organized and existing under the laws of United States.

CALIFORNIA-Single Family-**Fannie Mae/Freddie Mac UNIFORM INSTRUMENT** **Form 3005 1/01**

VMP-6(CA) (0207)
Page 1 of 15 Initials:
VMP MORTGAGE FORMS - (800)521-7291

Lender's address is 3232 Newmark Drive, Miamisburg, OH 45342

Lender is the beneficiary under this Security Instrument.
(D) "Trustee" is NATIONAL CITY BANK OF INDIANA

(E) "Note" means the promissory note signed by Borrower and dated May 26, 2005
The Note states that Borrower owes Lender

ONE HUNDRED TWENTY EIGHT THOUSAND FOUR HUNDRED & 00/100 Dollars
(U.S. $ 128,400.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 1, 2035
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☒ Other(s) [specify] POA/MANUF AFFIX

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard

to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Riverside :

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE ATTACHED LEGAL DESCRIPTION

Parcel ID Number: 549-243-002-3 which currently has the address of

25294 STEPHVON WAY, [Street]

HEMET [City], California 92544 [Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

Initials:

currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all

Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10

days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to

the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage

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Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or

any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall

not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a

notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

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

25. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

Initials

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider executed by Borrower and recorded with it.

Witnesses:

_____ _____ (Seal)
TANI A SHARKEY -Borrower

_____ _____ (Seal)
-Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

EXHIBIT A

LOT 15 OF TRACT NO. 4500, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 83, PAGES 3 AND 4 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

State of California
County of Riverside } ss.

On 6.6.05 before me, Nathalie D Schmeiss, Notary Public *
personally appeared

* Tani a. Sharkey *, ~~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.

Nathalie D Schmeiss (Seal)

NATHALIE D. SCHMEISS
COMMISSION #1443870
Notary Public - California
RIVERSIDE COUNTY
My Commission Expires
OCTOBER 6, 2007

Initials: _____

MANUFACTURED HOME LIMITED POWER OF ATTORNEY

(To execute title, security filing, transfer of equity and insurance documents and proceeds)

The undersigned ("I" or "me") residing at 25294 STEPHVON WAY

City HEMET County Riverside State California Zip 92544

Buyer of the following manufactured home:

Year: 84 Make: GoldenWest Model: Radco 1SB561A-B Size: 24x56 Serial #: CAL291532,533

does hereby irrevocably make, constitute, appoint and authorize with full powers of substitution, **[LENDER] ("[Lender]"), [Lender Address],** its successors, assigns or designees as my agent and attorney-in-fact, in my name, place and stead in any way which I could do, if I were personally present, with full power of substitution and delegation, (1) to execute and deliver, in my name or [Lender]'s name, any and all forms, certificates, assignments, designations or other documentation as may be necessary or proper to make application for and obtain the certificate of title for the manufactured home designated above, and to have [Lender] (or its designee) designated as first lienholder on the certificate of title for the manufactured home, (2) to receive, execute or endorse, and deliver in my name or [Lender]'s name any and all claim forms, agreements, assignments, releases, checks, drafts or other instruments and vehicles for the payment of money, relating to any insurance covering the manufactured home or the indebtedness secured by the manufactured home, and (3) to sign and file, without my signature, such financing and continuation statements, amendments, and supplements thereto, and other documents which [Lender] may from time to time deem necessary to perfect, preserve and protect [Lender]'s security interest in the manufactured home and any other property sold with it.

To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument. I have given this Power of Attorney in connection with a loan/financing to be given by [Lender] and to induce [Lender] to make the financing available. It is coupled with an interest in the transaction and is irrevocable. This power of attorney shall not be affected by my subsequent disability, incapacity or incompetence. I do further grant unto said Attorney-in-Fact full authority and power to do and perform any and all acts necessary or incident to the execution of the powers herein expressly granted, as fully as I might or could do if personally present.

WITNESS my hand and seal this 6th day of June, 2005

Signed and acknowledged in the presence of:

Witness #1

Nathalie D. Schmeiss
Printed Name

Witness #2

Printed Name

Tani A. Sharkey
Borrower

TANI A SHARKEY
Printed Name

STATE OF California)

) ss.:

COUNTY OF Riverside)

On this 6th day of June, 2005, before me the subscriber personally appeared Toni A. Sharkey (and) _____ to me known and known to me to be the same person(s) described in and who executed the foregoing instrument, and (s)he/they duly (jointly and severally) acknowledged to me that (s)he/they executed the same.

Nathalie D. Schmeiss

Notary Signature

Nathalie D. Schmeiss

Notary Printed Name

Notary Public; State of Calif.

Qualified in the County of Riverside

My commission expires: 10.06.07

NATHALIE D. SCHMEISS
COMMISSION #1443870
Notary Public - California
RIVERSIDE COUNTY
My Commission Expires
OCTOBER 6, 2007

Official Seal:

MANUFACTURED HOME
AFFIDAVIT OF AFFIXATION

STATE OF California)
) ss.:
COUNTY OF Riverside)

BEFORE ME, the undersigned notary public, on this day personally appeared

[type the name(s) of each Homeowner signing this Affidavit]:
known to me to be the person(s) whose name(s) is/are subscribed below (each a "Homeowner"), and who, being by me first duly sworn, did each on his or her oath state as follows:

1. Homeowner owns the manufactured home ("Home") described as follows:
Used 84 Golden West Rodeo SB 541A-B CAL294532,533 24x56
New/Used Year Manufacturer's Name Model Name and Model No. Manufacturer's Serial No. Length / Width
2. The Home was built in compliance with the federal Manufactured Home Construction and Safety Standards Act.
3. If the Homeowner is the first retail buyer of the Home, Homeowner is in receipt of (i) the manufacturer's warranty for the Home, (ii) the Consumer Manual for the Home, (iii) the Insulation Disclosure for the Home, and (iv) the formaldehyde health notice.
4. The Home is or will be located at the following "Property Address":
25294 STEPHVON WAY HEMET Riverside California 92544
Street or Route City County State Zip Code
5. The legal description of the real property where the Home is or will be permanently affixed ("Land") is:
See attached legal
6. The Homeowner is the owner of the Land or, if not the owner of the land, is in possession of the real property pursuant to a lease in recordable form, and the consent of the lessor is attached to this Affidavit.
7. The Home [X] is [___] shall be anchored to the Land by attachment to a permanent foundation, constructed in accordance with applicable state and local building codes and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty, and permanently connected to a residential utility (e.g., water, gas, electricity, sewer) ("permanently affixed").
8. The Home shall be assessed and taxed as an improvement to the Land.
9. Homeowner agrees that as of today, or if the Home is not yet located at the Property Address, upon the delivery of the Home to the Property Address:
   (a) All permits required by governmental authorities have been obtained;
   (b) The foundation system for the Home was designed by an engineer to meet the soil conditions of the Property Address. . All foundations are constructed in accordance with applicable state and local building codes, and manufacturer's specifications in a manner sufficient to validate any applicable manufacturer's warranty.
   (c) The wheels, axles, towbar or hitch were removed when the Home was, or will be, placed on the Property Address;
   (d) The Home is (i) permanently affixed to a foundation, (ii) has the characteristics of site-built housing, and (iii) is part of the Land; and
   (e) The Home is permanently connected to a septic tank or sewage system and other utilities such as electricity, water and natural gas.
10. If the Homeowner is the owner of the Land, any conveyance or financing of the Home and the Land shall be a single transaction under applicable state law.
11. The Home is subject to the following security interests (each, a "Security interest"):
Name of Lienholder: Name of Lienholder
Address: Address:
Original Principal Amount Secured: Original Principal Amount Secured:
12. Other than those disclosed in this Affidavit , the Homeowner is not aware of (i) any other claim, lien or encumbrance affecting the Home, (ii) any facts or information known to the applicant that could reasonably affect the validity of the title of the Home or the existence or non-existence of security interests in it.
12. A release of lien from each of the lien holders identified in paragraph 11 of this Affidavit [___] has been [___] shall be delivered to the commissioner of motor vehicles.

14. A Homeowner shall initial only one of the following, as it applies to title to the Home:

[___] The Home is not covered by a certificate of title. The original manufacturer's certificate of origin, duly endorsed to the Homeowner, is attached to this affidavit.

[___] The Home is not covered by a certificate of title. After diligent search and inquiry, the Homeowner is unable to produce the original manufacturer's certificate of origin.

[___] The Home is covered by a certificate of title issued on _____ of _____, _____, title number _____, which the Homeowner shall surrender.

[___] The Home is covered by a certificate of title. After diligent search and inquiry, the Homeowner is unable to produce the original Certificate of Title.

15. The Homeowner designates the following person to record this Manufactured Home Affixation Affidavit and upon its recording it shall be returned by the recording officer in the real property records where the home is to be located to same:

Name:

Address:

16. This Affidavit is executed by Homeowner(s) pursuant to applicable state law.

IN WITNESS WHEREOF, Homeowner(s) has executed this Affidavit in my presence and in the presence of the undersigned witnesses on this 6th day of June, 2005.

Tani A Sharkey (SEAL)
Homeowner #1

Tani a. Sharkey
Printed Name

Witness

(SEAL)
Homeowner #2

Printed Name

Witness

(SEAL)
Homeowner #3

Printed Name

Witness

(SEAL)
Homeowner #4

Printed Name

Witness

STATE OF California)
) ss.:
COUNTY OF Riverside)

On the 6th day of June in the year 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared

* Toni S. Sharkey *, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Signature

Nathalie D. Schmeiss
Notary Printed Name

Notary Public; State of Calif.
Qualified in the County of Riverside
My commission expires: 10.06.07
Official Seal:

NATHALIE D. SCHMEISS
COMMISSION #1443870
Notary Public - California
RIVERSIDE COUNTY
My Commission Expires
OCTOBER 6, 2007

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Property described herein and is to be filed for record in the records where conveyances of real estate are recorded.

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: Nathalie D. Schmeiss

Commission No.: 1443870

Date Commission expires: 10-6-07

County: Riverside

By: _____

Date: 6-28-05

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

NAME

STREET ADDRESS

CITY, STATE and ZIP

County of Riverside
Building & Safety Dept.
4080 Lemon St., 2nd Fl.
P. O. Box 1605
Riverside, CA 92501

Will call

DOC # 2005-0516034
06/29/2005 08:00A Fee:NC
Page 1 of 2
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
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LC

NOTICE OF MANUFACTURED HOME (MOBILEHOME) OR COMMERCIAL COACH, INSTALLATION ON A FOUNDATION SYSTEM

Recording of this document at the request of the local agency indicated is in accordance with California Health and Safety Code Section 18551. This document is evidence that such local agency has issued a certificate of occupancy for installation of the unit described hereon, upon the real property described with certainty below, as of the date of recording. When recorded, this document shall be indexed by the county recorder to the named owner of the real property and shall be deemed to give constructive notice as to its contents to all persons thereafter dealing with the real property.

SYLVIA J. I. BRADLEY
REAL PROPERTY OWNER/LESSOR

25294 STEPHVON WAY
MAILING ADDRESS

HEMET RIVERSIDE, CA 92544
CITY COUNTY STATE ZIP

INSTALLATION MAILING ADDRESS, IF DIFFERENT

CITY COUNTY STATE ZIP

UNIT OWNER (If also property owner, write "SAME")

MAILING ADDRESS

CITY COUNTY STATE ZIP

COUNTY OF RIVERSIDE Building & Safety
LOCAL AGENCY ISSUING PERMIT and CERTIFICATE OF OCCUPANCY

4080 LEMON STREET 2ND FLOOR
MAILING ADDRESS

RIVERSIDE RIVERSIDE CA 92501
CITY COUNTY STATE ZIP

BMR052259 951-955-1800
BUILDING PERMIT NO. TELEPHONE NUMBER

[signature] 6-29-05
SIGNATURE OF LOCAL AGENCY OFFICIAL DATE

RETROFIT
DEALER NAME (If not a dealer sale, write "NONE")

NONE
DEALER LICENSE NO.

UNIT DESCRIPTION

09248 GOLDEN WEST — MANUFACTURER'S NAME
DEC 21, 1984 — DATE OF MANUFACTURE
SUNNYBROOK — MODEL NAME/NUMBER

GWICALSB9433A/B — SERIAL NUMBER(S)
56 x 24' — LENGTH X WIDTH
CAL294532/CAL294533 — INSIGNIA/LABEL NUMBER(S)

REAL PROPERTY LEGAL DESCRIPTION — ASSESSOR'S PARCEL NUMBER 549-243-002

Lot 15 of Tract No. 4500, in the County of Riverside, State of California, as per Map recorded in Book 83, pages 3 and 4 of Maps, in the Office of The

HCD FORM 433(A) Rev. 8/91

WHITE—County Recorder CANARY—HCD PINK—Applicant GOLDENROD—Building Dept.

MANUFACTURED HOME (MOBILEHOME) OR COMMERCIAL COACH INSTALLATION ON A FOUNDATION SYSTEM

HCD FORM 433(A) 8/91

The original and three (3) copies of this form are to be completed with all available information at the time a building permit is issued for the installation of a manufactured home (mobilehome) or a commercial coach on a foundation system pursuant to Section 18551 of the Health and Safety Code.

After the installation has been completed, and on the same day the certificate of occupancy has been issued, the local building department shall record this form (completed in full) with the local county recorder.

Upon recordation, the local building department shall transmit a completed copy of this form (green copy), a copy of the certificate of occupancy, fees collected in the amount of $11 per transportable section, and (if unit currently titled as personal property) all applicable titles, certificates, license plates or decals to:

Department of Housing and Community Development
Division of Codes and Standards
Manufactured Housing Section
Post Office Box 31
Sacramento, CA 95801 (916) 445-3338

Users who may have questions or need additional information, instructional materials, or reporting forms, regarding foundation system installation requirements or reporting procedures, should contact the Manufactured Housing Section at the address or telephone number shown above.

2005-0516034
06/29/2005 08:00A
2 of 2

EXHIBIT “D”

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

Greg Flannery
Code Enforcement Official

CASE : **CV15- 01919**

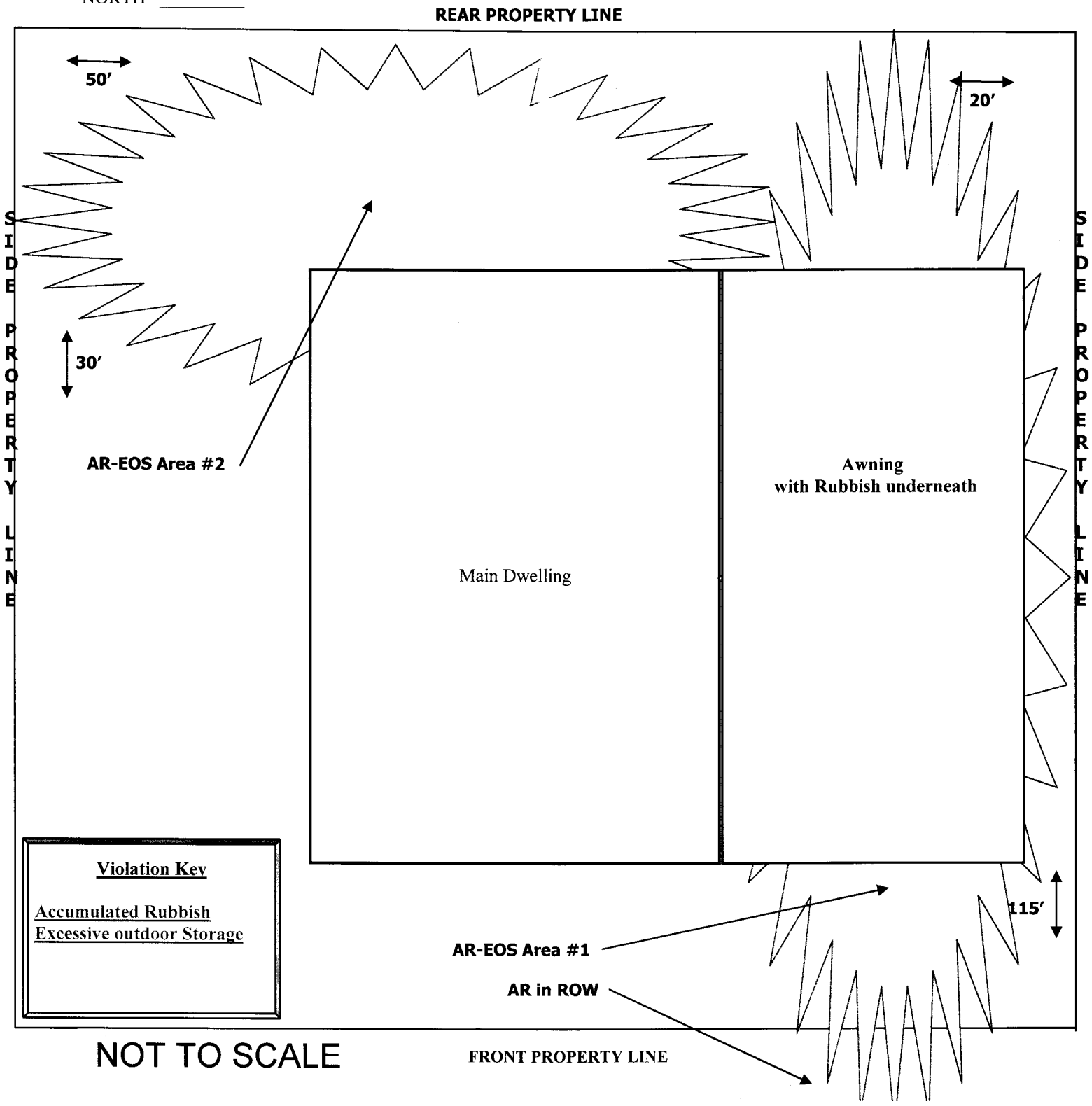
PROPERTY SITUS : **25294 Stephvon Way, Hemet (Unincorporated), Ca.**

A.P.N.: **549-243-002**

DRAWN: (**08/18/15**)

DRAWN BY: **DIETRICH**

NORTH



Violation Key

Accumulated Rubbish
Excessive outdoor Storage

NOT TO SCALE

Photographs

jdie / 052115 / #1 / AR & Possible EOS (Area #1)

jdie / 052115 / #2 / AR & Possible EOS (Area #

jdie / 052115 / #3 / AR & Possible EOS (Area #1)

jdie / 052115 / #4 / AR & Possible EOS (Area #

jdie / 05/29/15 / #1 / AR-EOS Remains (Area #1)

jdie / 05/29/15 / #2 / AR-EOS Remains (Area #

jdie / 05/29/15 / #3 / AR-EOS Remains (Area #1)

jdie / 05/29/15 / #4 / AR-EOS Remains (Area #

jdie / 05/29/15 / #5 / AR-EOS Remains (Area #1)

jdie / 05/29/15 / #6 / AR-EOS Remains (Area #

jdie / 05/29/15 / #7 / AR-EOS Remains (Area #2)

jdie / 070215 / #1 / AR Remains (Area #1)

jdie / 072315 / #1 / AR-EOS Remains (Area #1)

jdie / 072315 / #2 / AR-EOS Remains (Area #1

jdie / 072315 / #3 / AR-EOS Remains (Area #1)

jdie / 072315 / #4 / AR-EOS Remains (Area #1

jdie / 072315 / #5 / AR-EOS Remains (Area #2)

jdie / 072315 / #6 / AR-EOS Remains (Area #2

jdie / 082515 / #1 / Overview

jdie / 082515 / #2 / Overview

jdie / 082515 / #3 / AR Remains (Area #1)

jdie / 082515 / #4 / AR Remains (Area #1)

jdie / 082515 / #5 / AR Remains (Area #1)

jdie / 082515 / #6 / AR Remains (Area #1)

jdie / 082515 / #7 / AR Remains (Area #2)

jdie / 082515 / #8 / AR Remains (Area #2)

jdie / 082515 / #9 / AR Remains (Area #2)

EXHIBIT “E”

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

NOTICE OF VIOLATION

May 26, 2015

TANI A SHARKEY
25294 STEPHVON WAY
HEMET, CA 92544

RE CASE NO: CV1501919 at 25294 STEPHVON WAY, in the community of HEMET, California, Assessor's Parcel Number 549-243-002

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 25294 STEPHVON WAY, in the community of HEMET California, Assessor's Parcel Number 549-243-002, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541) ,17.12.040 (Ord. 348), of the Riverside County Code.

Said violation is described as:

1) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.
2) 17.12.040 (Ord. 348) - All outdoor storage is required to conform to the standards provided in the permitted uses for the size and type of property.

YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:

1) Remove all rubbish and dispose of it in an approved, legal landfill.
2) Remove all outside storage. Per Zoning (R-T) and Lot Size (0.17), No outdoor storage allowed.

COMPLIANCE MUST BE COMPLETED BY June 6, 2015. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF $109.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.

CODE ENFORCEMENT DEPARTMENT

By: Jacob Dietrich, Code Enforcement Officer

37600 SKY CANYON DRIVE SUITE G #507, MURRIETA, CALIFORNIA 92563
(951) 696-1606 ▪ FAX (951) 677-9052

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

PROOF OF SERVICE

Case No. CV1501919

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Elizabeth Ross, declare that I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is at the footer of this notice.

That on May 26, 2015, I served the following documents(s):

Notice of Violation

by placing a true copy thereof enclosed in a sealed envelope(s) by **CERTIFIED MAIL, RETURN RECEIPT REQUESTED** addressed as follows:

TANI A SHARKEY 25294 STEPHVON WAY, HEMET, CA 92544

XX **By First Class Mail.** I am readily familiar with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service with postage thereon fully prepaid in the County of Riverside, California, in the ordinary course of business.

XX **STATE.** I declare under the penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED ON May 26, 2015, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

Elizabeth Ross

By: Elizabeth Ross, Code Enforcement Aide

37600 SKY CANYON DRIVE SUITE G #507, MURRIETA, CALIFORNIA 92563
(951) 696-1606 ▪ FAX (951) 677-9052

CERTIFIED MAIL™

COUNTY OF RIVERSIDE
CODE ENFORCEMENT DEPARTMENT
37600 SKY CANYON DR. #507
MURRIETA, CA 92563

RECEIVED
JUN 26 2015
By

SAN BERNARDINO
CA 924
26 MAY '15
PM 3 L

7012 1010 0000 9130 1596

NL-28 RTS 1-14

May 26, 2015

TANI A SHARKEY
25294 STEPHVON WAY
HEMET, CA 92544

NIXIE 918 5E 1009 0006/19/15
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 92563269199 *2604-05057-26-39

92563@2691
9254420489

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com®
OFFICIAL USE
Postage $
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Postmark Here

7012 1010 0000 9130 1596

TANI A SHARKEY
25294 STEPHVON WAY
HEMET, CA 92544
CV15-01919 / 549-243

PS Form 3800, August 2006 See Reverse for Instructions

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

AFFIDAVIT OF POSTING OF NOTICES

May 29, 2015

RE CASE NO: CV1501919

I, Jacob Dietrich, **hereby declare**:

I am employed by the Riverside County Code Enforcement Department; that my business address is:
37600 Sky Canyon Drive, Suite G
Murrieta, California 92563
Mail Stop #5155.

That on 05/29/15 at 1101 hours, I securely and conspicuously posted Notice of Violations (RCC 8.120.010 - Accumulated Rubbish [Ord. 541]) & (RCC 17.12.040 - Excess Outdoor Storage [Ord. 348]) at the property described as:

Property Address: 25294 STEPHVON WAY, HEMET

Assessor's Parcel Number: 549-243-002

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

Executed on May 29, 2015 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

By: Jacob Dietrich, Code Enforcement Officer

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

NOTICE OF VIOLATION

July 2, 2015

ACCUBANC MORTGAGE A DIVISION OF NATIONAL CITY BANK OF INDIA
3232 NEWMARK DRIVE
MIAMISBURG, OH 45342

RE CASE NO: CV1501919 at 25294 STEPHVON WAY, in the community of HEMET, California, Assessor's Parcel Number 549-243-002

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 25294 STEPHVON WAY, in the community of HEMET California, Assessor's Parcel Number 549-243-002, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541) ,17.12.040 (Ord. 348), of the Riverside County Code.

Said violation is described as:

1) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.
2) 17.12.040 (Ord. 348) - All outdoor storage is required to conform to the standards provided in the permitted uses for the size and type of property.

YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:

1) Remove all rubbish and dispose of it in an approved, legal landfill.
2) Remove all outside storage. Per Zoning (R-T) and Lot Size (0.17), No outdoor storage allowed.

COMPLIANCE MUST BE COMPLETED BY July 14, 2015. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION BEING BROUGHT AGAINST YOU.

NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF $109.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.

CODE ENFORCEMENT DEPARTMENT

By: Jacob Dietrich, Code Enforcement Officer

37600 SKY CANYON DRIVE SUITE G #507, MURRIETA, CALIFORNIA 92563
(951) 696-1606 ▪ FAX (951) 677-9052

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

NOTICE OF VIOLATION

July 2, 2015

NATIONAL CITY BANK OF INDIA
P.O. BOX 809068
DALLAS, TX 75380-9068

RE CASE NO: CV1501919 at 25294 STEPHVON WAY, in the community of HEMET, California, Assessor's Parcel Number 549-243-002

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 25294 STEPHVON WAY, in the community of HEMET California, Assessor's Parcel Number 549-243-002, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541) ,17.12.040 (Ord. 348), of the Riverside County Code.

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CODE ENFORCEMENT DEPARTMENT

By: Jacob Dietrich, Code Enforcement Officer

37600 SKY CANYON DRIVE SUITE G #507, MURRIETA, CALIFORNIA 92563
(951) 696-1606 ▪ FAX (951) 677-9052

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

NOTICE OF VIOLATION

July 2, 2015

SYLVIA J BRADLEY
25294 STEPHVON WAY
HEMET, CA 92544

RE CASE NO: CV1501919 at 25294 STEPHVON WAY, in the community of HEMET, California, Assessor's Parcel Number 549-243-002

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 25294 STEPHVON WAY, in the community of HEMET California, Assessor's Parcel Number 549-243-002, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541) ,17.12.040 (Ord. 348), of the Riverside County Code.

Said violation is described as:

1) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.
2) 17.12.040 (Ord. 348) - All outdoor storage is required to conform to the standards provided in the permitted uses for the size and type of property.

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NOTICE IS HEREBY GIVEN THAT AT THE CONCLUSION OF THIS CASE YOU WILL RECEIVE A SUMMARY OF ADMINISTRATIVE COSTS ASSOCIATED WITH THE PROCESSING OF SUCH VIOLATION(S), AT AN HOURLY RATE OF $109.00 AS DETERMINED BY THE BOARD OF SUPERVISORS.

YOU WILL HAVE THE RIGHT TO OBJECT TO THESE CHARGES BY FILING A REQUEST FOR HEARING WITH THE DEPARTMENT OF CODE ENFORCEMENT WITHIN TEN (10) DAYS OF SERVICE OF THE SUMMARY OF CHARGES, PURSUANT TO SECTION 1.16.080 OF RIVERSIDE COUNTY CODE.

CODE ENFORCEMENT DEPARTMENT

By: Jacob Dietrich, Code Enforcement Officer

37600 SKY CANYON DRIVE SUITE G #507, MURRIETA, CALIFORNIA 92563
(951) 696-1606 ▪ FAX (951) 677-9052

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

NOTICE OF VIOLATION

July 2, 2015

SYLVIA J I BRADLEY
25294 STEPHVON WAY
HEMET, CA 92544

RE CASE NO: CV1501919 at 25294 STEPHVON WAY, in the community of HEMET, California, Assessor's Parcel Number 549-243-002

NOTICE IS HEREBY GIVEN that property owned or controlled by you at 25294 STEPHVON WAY, in the community of HEMET California, Assessor's Parcel Number 549-243-002, is in violation of Section(s) RCC Section No. 8.120.010 (Ord. 541) ,17.12.040 (Ord. 348), of the Riverside County Code.

Said violation is described as:

1) 8.120.010 (Ord. 541) - No person or entity shall permit the accumulation of rubbish or other material, dangerous or injurious to the health and welfare of persons or the environment, on any real property in the unincorporated area of Riverside County owned by them or under their control.
2) 17.12.040 (Ord. 348) - All outdoor storage is required to conform to the standards provided in the permitted uses for the size and type of property.

YOU ARE HEREBY REQUIRED TO COMPLY with the provisions of the ordinance by:

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CODE ENFORCEMENT DEPARTMENT

By: Jacob Dietrich, Code Enforcement Officer

37600 SKY CANYON DRIVE SUITE G #507, MURRIETA, CALIFORNIA 92563
(951) 696-1606 ▪ FAX (951) 677-9052

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

PROOF OF SERVICE

Case No. CV1501919

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Elizabeth Ross, declare that I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is at the footer of this notice.

That on July 2, 2015, I served the following documents(s):

Notice of Violation

by placing a true copy thereof enclosed in a sealed envelope(s) by **CERTIFIED MAIL, RETURN RECEIPT REQUESTED** addressed as follows:

SYLVIA J BRADLEY 25294 STEPHVON WAY, HEMET, CA 92544
SYLVIA J I BRADLEY 25294 STEPHVON WAY, HEMET, CA 92544
ACCUBANC MORTGAGE A DIVISION OF NATIONAL CITY BANK OF INDIA 3232 NEWMARK DRIVE, MIAMISBURG, OH 45342
NATIONAL CITY BANK OF INDIA P.O. BOX 809068, DALLAS, TX 75380-9068

XX **By First Class Mail.** I am readily familiar with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service with postage thereon fully prepaid in the County of Riverside, California, in the ordinary course of business.

XX **STATE.** I declare under the penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED ON July 2, 2015, in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

Elizabeth Ross

By: Elizabeth Ross, Code Enforcement Aide

37600 SKY CANYON DRIVE SUITE G #507, MURRIETA, CALIFORNIA 92563
(951) 696-1606 ▪ FAX (951) 677-9052

7015 0640 0007 1148 1061

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $ _____
- ☐ Return Receipt (electronic) $ _____
- ☐ Certified Mail Restricted Delivery $ _____
- ☐ Adult Signature Required $ _____
- ☐ Adult Signature Restricted Delivery $ _____

Postage

Postmark Here

ACCUBANC MORTGAGE A DIVISION OF
NATIONAL CITY BANK OF INDIA
3232 NEWMARK DRIVE
MIAMISBURG, OH 45342
Cv15-01919 / 549-243 / JD

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: *COMPLETE THIS SECTION*

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

1. Article Addressed to:

ACCUBANC MORTGAGE A DIVISION OF
NATIONAL CITY BANK OF INDIA
3232 NEWMARK DRIVE
MIAMISBURG, OH 45342
Cv15-01919 / 549-243 / JD

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

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

Agent

By

☐ Express Mail
☐ Return Receipt for Merchandise
☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
(Transfer from service label) 7015 0640 0007 1148 1061

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540

CERTIFIED MAIL®

COUNTY OF RIVERSIDE
CODE ENFORCEMENT DEPARTMENT
37600 SKY CANYON DR. # 507
MURRIETA, CA 92563

7015 0640 0007 1148 1078

UNITED STATES POSTAGE
PITNEY BOWES
02 1R $ 06.73[5]
0002004053 JUL 02 2015
MAILED FROM ZIP CODE 92504

RECEIVED
JUL 17 2015
By

July 2, 2015

NATIONAL CITY BANK OF INDIA
P.O. BOX 809068
DALLAS, TX 75380-9068

NIXIE 750 DE 1 0007/12/15
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
BC: 92563269232 *1004-07329-02-44

92563 02692
75380 9968

7015 0640 0007 1148 1078

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com*®

OFFICIAL USE

Certified Mail Fee $

Extra Services & Fees (*check box, add fee as appropriate*)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postmark Here

NATIONAL CITY BANK OF INDIA
P.O. BOX 809068
DALLAS, TX 75380-9068
CV15-01919 / 549-243 / JD

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

COUNTY OF RIVERSIDE
CODE ENFORCEMENT DEPARTMENT
37600 SKY CANYON DR. # 507
MURRIETA, CA 92563

CERTIFIED MAIL®

SAN BERNARDINO
CA 924
02 JUL '15

7015 0640 0007 1148 0989

UNITED STATES POSTAGE
PITNEY BOWES
02 1R $ 06.73⁵
0002004053 JUL 02 2015
MAILED FROM ZIP CODE 92504

RECEIVED
JUL 13 2015
By

July 2, 2015

SYLVIA J BRADLEY
25294 STEPHVON WAY
HEMET, CA 92544

NIXIE 918 7E 1009 0007/08/15
RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD
BC: 92563269232 *3004-07086-02-38

92563-0232

7015 0640 0007 1148 0989

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $

Postmark Here

SYLVIA J BRADLEY
25294 STEPHVON WAY
HEMET, CA 92544
Cv15-01919 / 549-243 / JD

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

CERTIFIED MAIL

COUNTY OF RIVERSIDE
CODE ENFORCEMENT DEPARTMENT
37600 SKY CANYON DR. # 507
MURRIETA, CA 92563

7015 0640 0007 1148 1054

UNITED STATES POSTAGE
PITNEY BOWES
02 1R $ 06.73[5]
0002004053 JUL 02 2015
MAILED FROM ZIP CODE 92504

RECEIVED
JUL 21 2015
By

July 2, 2015

SYLVIA J I BRADLEY
25294 STEPHVON WAY
HEMET, CA 92544

NIXIE 918 4E 1009 7207/15/15
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 92563269232 *2904-00175-02-38

432 92563@2692
92544204894

7015 0640 0007 1148 1054

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $

Postmark Here

SYLVIA J I BRADLEY
25294 STEPHVON WAY
HEMET, CA 92544
Cv15-01919 / 549-243 / JD

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

EXHIBIT “F”

RECORDING REQUESTED BY:
County of Riverside
Code Enforcement Department

AND WHEN RECORDED MAIL TO:
County of Riverside
Code Enforcement Department
37600 Sky Canyon Drive, Suite G
Murrieta, California 92563
Mail Stop #5155

2015-0328746

07/24/2015 12:14 PM Fee: $ 0.00

Page 1 of 2

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

411

(space for recorder's use)

NOTICE OF PENDENCY OF ADMINISTRATIVE PROCEEDINGS

In the matter of the public or other code violation(s) on the property of:
TANI A SHARKEY)
and DOES I through X, Owners)

Case #: CV-1501919

NOTICE IS HEREBY GIVEN to all persons, pursuant to Section 14 of Ordinance Number 725 of the County of Riverside, State of California, that administrative proceedings have been commenced with respect to the structure or land located upon the following described real property in the County of Riverside:

ADDRESS: 25294 STEPHVON WAY, HEMET CA, 92544
PARCEL #: 549-243-002
LEGAL DESCRIPTION: 0.17 acres in LOT 15 of TR 4500, recorded in MB 83 page 3

VIOLATION(S): Riverside County Code (RCC) 8.120.010 (Riverside County Ordinance 541) described as accumulated rubbish; and RCC 17.12.040 (RCO 348) described as excess outside storage; and that such proceedings are based upon the noncompliance of such structure or land with the requirements of Riverside County Codes (Ordinances) listed above; and that failure to comply with the lawful orders of the Code Enforcement Director and/or authorized agents of the County of Riverside heretofore and hereafter issued relative to the above matter may result in demolition of the offending structure, abatement of the public nuisance or other available legal remedies and assessment of the costs, expenses, and administrative costs thereof to the property heretofore described as a tax and special assessment lien on such property; that any purchaser, his heirs, or assigns acquiring said property subsequent to the recording of the Notice with the County Recorder shall have such interest subject and subordinate to said tax and assessment lien. **Notice is Further Given** in accordance with Sections 17274 and 24436.5 of the California Revenue and Taxation Code, that a tax deduction may not be allowed for interest, taxes, depreciation or amortization paid or incurred in the taxable year affected by these proceedings.

COUNTY OF RIVERSIDE CODE ENFORCEMENT DEPARTMENT

By: Mary Ortiz
Mary Ortiz, Code Enforcement Department

EXHIBIT "G"

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

Greg Flannery
Code Enforcement Official

November 06, 2015

NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS AND ABATE PUBLIC NUISANCE

TO: Owner and Interested Party
(See Attached Proof of Service
and Responsible Parties List)

Case No.: CV15-01919
APN: 549-243-002
Property: 25294 Stephvon Way, Hemet

NOTICE IS HEREBY GIVEN that a hearing will be held before the Riverside County Board of Supervisors pursuant to Riverside County Ordinance ("RCO") Nos. 348, 541 and 725 to consider the abatement of the excess outside storage of materials and accumulated rubbish located on the SUBJECT PROPERTY described as 25294 Stephvon Way, Hemet, Riverside County, California, and more particularly described as Assessor's Parcel Number 549-243-002.

YOU ARE HEREBY DIRECTED as owner of the SUBJECT PROPERTY, to appear at this hearing to show cause why the SUBJECT PROPERTY should not be declared as a public nuisance and be abated by removing the violations from the real property.

SAID HEARING will be held on **Tuesday, December 15, 2015,** at **9:30 a.m.** in the Board of Supervisors Room, County Administrative Center, 4080 Lemon Street, 1st Floor Annex, Riverside, California at which time and place pertinent evidence will be received and/or testimony from all concerned parties will be heard. Failure to appear on your behalf will result in the exclusion of your testimony, and facts as known to the Code Enforcement Department ("Department") will be presented to the Board of Supervisors for consideration and deliberation in this matter.

Please be advised that the costs already accrued in this case, including but not limited to, enforcement and investigation costs, are recoverable by the Department, as allowed under RCO No. 725. The Department may seek recovery of such costs from the property owner(s) which may result in a special assessment lien against the SUBJECT PROPERTY. Additionally, should the Department abate the property, the costs associated therewith, as well as all abatement costs allowed under RCO No. 725, will be sought from the property owner(s) and/or may result in a special assessment lien against the property.

We encourage you to contact Code Enforcement at (951) 955-2004 upon receipt of this Notice to discuss the case and attempt to reach a resolution prior to the hearing. If you plan to attend the hearing, please check-in with Code Enforcement staff at 8:30 a.m. on the day of the hearing in the lobby of the first floor annex in front of the Clerk of the Board's Office.

GREG FLANNERY
CODE ENFORCEMENT OFFICIAL

Michelle Cervantes for

HECTOR VIRAY
Supervising Code Enforcement Officer

NOTICE LIST

Subject Property: 25294 Stephvon Way, Hemet
Case No.: CV15-01919
APN: 549-243-002; District 3

TANI A. SHARKEY
25294 STEPHVON WAY
HEMET, CA 92544

ACCUBANC MORTGAGE
A DIVISION OF NATIONAL
CITY BANK OF INDIANA
3232 NEWMARK DRIVE
MIAMISBURY, OH 45342

PROOF OF SERVICE

Case No. CV15-01919

STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

I, Sue Jimenez, the undersigned, declare that I am a citizen of the United States and am employed in the County of Riverside, over the age of 18 years and not a party to the within action or proceeding; that my business address is 4080 Lemon Street, 12th Floor, Riverside, California 92501.

That on November 06, 2015, I served the following document(s):

- **NOTICE TO CORRECT COUNTY ORDINANCE VIOLATIONS AND ABATE PUBLIC NUISANCE**
- **NOTICE LIST**

by placing a true copy thereof enclosed in a sealed envelope(s) addressed as follows:

SEE ATTACHED NOTICE LIST

XX **BY FIRST CLASS MAIL.** I am "readily familiar" with the office's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Riverside, California, in the ordinary course of business.

__ BY PERSONAL SERVICE: I caused to be delivered such envelope(s) by hand to the offices of the addressee(s).

XX STATE - I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

__ FEDERAL - I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

EXECUTED ON November 06, 2015, at Riverside, California.

Sue Jimenez

SUE JIMENEZ

CODE ENFORCEMENT DEPARTMENT
COUNTY OF RIVERSIDE

AFFIDAVIT OF POSTING OF NOTICES

November 13, 2015

RE CASE NO: CV1501919

I, Anita Bustillos, **hereby declare**:

I am employed by the Riverside County Code Enforcement Department; that my business address is:
37600 Sky Canyon Drive, Suite G
Murrieta, California 92563
Mail Stop #5155.

That on 11/12/15 at 10:20 a.m., I securely and conspicuously posted Notice to Correct County Ordinance Violations and Abate Public Nuisance and Notice List at the property described as:

Property Address: 25294 STEPHVON WAY, HEMET

Assessor's Parcel Number: 549-243-002

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

Executed on November 13, 2015 in the County of Riverside, California.

CODE ENFORCEMENT DEPARTMENT

Anita Bustillos

By: Anita Bustillos, Code Enforcement Technician